



6550 N. High Street
Worthington, Ohio 43085

T: 614-436-3100

Worthington City Council Agenda

Link through: Worthington.org
Our Government – Live Stream

Monday, July 13, 2020 ~ 7:30 PM

CITY COUNCIL MEMBERS

Bonnie D. Michael
President

Scott Myers
President Pro-Tem

Peter Bucher
Council Member

Rachael Dorothy
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

1. Call To Order

2. Roll Call

3. Pledge of Allegiance

4. New Legislation to Be Introduced

4.A. **Ordinance No. 31-2020** Sewer Service Agreement with City of Columbus

Amending Codified Ordinance Section 929.01 – Sewer Contract with Columbus and Authorizing the City Manager to Enter into a Thirty-Year Sewer Services Agreement with the City of Columbus.

Executive Summary: This Ordinance authorizes the City Manager to enter into a thirty-year Sewer Service Agreement with the City of Columbus and amends Worthington Codified Ordinance Section 929.01.

Recommendation: Introduce for Public Hearing on July 20, 2020

4.B. Ordinance No. 32-2020 Boundary Adjustment with City of Columbus

Agreeing to the Adjustment of the Boundaries between the City of Columbus and the City of Worthington by Consenting to the Transfer from the City of Columbus to the City of Worthington of approximately 2 acres and the Transfer from the City of Worthington to the City of Columbus of approximately 1.3 acres located in the vicinity of the intersection between Lakeview Plaza Boulevard, Sancus Boulevard, and Worthington-Galena Road.

Executive Summary: This Ordinance adjusts the boundary between the City of Worthington and the City of Columbus in the vicinity of the Northeast Gateway Project

Recommendation: Introduce for Public Hearing on July 20

5. Reports of City Officials

5.A. Policy Item(s)

5.A.I. Financial Report - June 2020

Executive Summary: The Financial Report for the month of June is attached.

Recommendation: Motion to Accept as Presented

5.B. Discussion Item(s)

5.B.I. Franklin County Natural Hazard Mitigation Plan

Executive Summary: Staff will provide an overview the 2018 update to the Franklin County Natural Hazard Mitigation Plan

5.B.II. 2021 Operating Budget & 2021-2025 Capital Improvements Plan

Executive Summary: This item will include a discussion of significant trends and demands that are anticipated to impact the operating budget and capital plan.

5.C. Information Item(s)

5.C.I. Update on Coronavirus/COVID-19

Executive Summary: Staff will provide an update on the current situation related to coronavirus/COVID-19.

6. Reports of Council Members

7. Other

8. Executive Session

9. Adjournment



STAFF MEMORANDUM
City Council Meeting – July 13, 2020

Date: July 9, 2020

To: Matthew H. Greeson, City Manager

From: Tom Lindsey, Law Director

Subject: **Ordinance No. 31-2020 Sewer Service Agreement with City of Columbus**

EXECUTIVE SUMMARY

This Ordinance authorizes the City Manager to enter into a thirty-year Sewer Service Agreement with the City of Columbus and amends Worthington Codified Ordinance Section 929.01.

RECOMMENDATION

Introduce for Public Hearing on July 20, 2020

BACKGROUND/DESCRIPTION

The current Sewer Service Agreement with the City of Columbus expired on June 30, 2020. The City of Columbus has proposed a new 30-year sewer agreement. The terms of the proposed agreement are nearly identical to the prior agreement. A copy of the proposed agreement, showing additional language in yellow and deleted language in green is included with this memo. The proposed agreement includes the following changes:

All sections – all pages	References to “Worthington” have been changed to “the City of Worthington”.
Section 1(i) - page 3	The prior agreement required all sewers and connections must comply with the agreement, City of Columbus minimum requirements, and City of Worthington rules and regulations. The proposed agreement adds the clarifying language “whichever is more stringent”.

4.A. - Sewer Service Agreement with City of Columbus

Section 1(k) – page 3-4	The prior agreement provided for Columbus to receive a percentage of sewer capacity charges based on a schedule that began at 33.3% in 1999, increased each year until it reached 100% in 2004, and remained at 100% for the remainder of the agreement. The proposed agreement maintains the current 100% payment and deletes the no longer needed schedule.
Section 2(d) – page 5	The proposed agreement eliminates a reference to the division of charges formerly set forth in the schedule in Section 1(k). This reference is no longer needed since the schedule of percentages has been deleted.
Section 4 – page 7	The prior agreement provided a specific time and date for the agreement to expire. The proposed agreement provides for a term that is thirty years from the date that the agreement commences. The phrase “in full force and effect” has been replaced with “in effect”.
Exhibit 1 – Map	The proposed agreement changes the service area map by removing some of the unincorporated areas in the prior agreement, primarily Brookside Estates. This change would allow those areas to obtain sewer service without having to annex to the City of Columbus or the City of Worthington. The rationale is that forcing annexation may not always be desirable, particularly in the case of residential property where there is no economic development potential and the cost to serve would exceed the anticipated revenues.

Section 929.01 of the Worthington Codified Ordinances currently includes the Sewer Service Agreement that expired on June 30, 2020. Staff is recommending that the expired agreement language be deleted, and Section 929.01 be amended to provide that the new agreement is on file with the City Clerk. In addition, Section 929.01 will provide for the enforcement of Columbus City Code provisions related to the sewerage system as required in the expired agreement and the proposed agreement.

The proposed ordinance authorizes the City Manager to execute a thirty-year Sewer Service Agreement with the City of Columbus and amends Worthington Codified Ordinance Section 929.01.

ATTACHMENTS

Ordinance No. 31-2020
Attachments

ORDINANCE NO. 31-2020

Amending Codified Ordinance Section 929.01 –
Sewer Contract with Columbus and Authorizing the
City Manager to Enter into a Thirty-Year Sewer
Services Agreement with the City of Columbus.

WHEREAS, the City of Columbus has provided sewer services to the City of Worthington for over fifty years and the current twenty-year sewer service agreement expired June 30, 2020; and,

WHEREAS, the City of Columbus has proposed a new sewer service agreement for an additional thirty years, a copy of which is attached as Exhibit A;

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

SECTION 1. That City Council does hereby authorize the City Manager to execute the attached Sewer Service Agreement with the City of Columbus.

SECTION 2. That Section 929.01 “Sewer Contract with Columbus” is hereby amended to read as follows:

529.01 SEWER CONTRACT WITH COLUMBUS.

(a) The City of Worthington and the City of Columbus have entered into a thirty-year sewer services agreement that will expire in 2050. A copy of the agreement is on file with the City Clerk.

(b) The provisions of Columbus City Code Chapters 1145 and 1147, along with the rules and regulations issued by the City of Columbus, and all amendments thereto, relating to the regulation of sewage use are hereby adopted by reference and made applicable to the City of Worthington.

(c) The City of Columbus may administer and enforce the provisions of Columbus City Code Chapters 1145 and 1147, along with the rules and regulations issued by the City of Columbus, and all amendments thereto, relating to the regulation of sewage use within the City of Worthington. City of Columbus representatives may enter industrial establishments, perform inspections, and sample waste streams for the purpose of enforcing such provisions.

(d) All fees for administering and enforcing Columbus City Code Chapter 1145 shall be collected in accordance with Columbus City Code Chapter 1147.

ORDINANCE NO. 31-2020

SECTION 3. 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

**SEWER SERVICE AGREEMENT
CONTRACT
BETWEEN THE CITY OF COLUMBUS
AND
CITY OF WORTHINGTON**

THIS AGREEMENT MADE AND ENTERED INTO THIS ____ DAY OF _____, 2020, by and between the CITY OF COLUMBUS, OHIO, (Columbus), and the CITY OF WORTHINGTON, OHIO (City of Worthington) for the discharge, transportation, pumping and treatment of sewage, industrial wastes, water or other liquid wastes from the City of Worthington to and by the City of Columbus, utilizing the Sewerage System and Sewage Treatment Works of the City of Columbus.

WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and in accordance with the applicable provisions of Chapters 1145 and 1147, Columbus City Codes, 1959 as amended and of Ordinance No. _____ passed _____ by the Council of the City of Columbus, and Ordinance No. _____ by the Council of the City of Worthington, the parties hereto agree as follows:

Section 1: That, subject at all times to the City of Columbus' right to sell surplus utility services, under the provisions of Article XVIII, Section 6 of the Constitution of Ohio, the City of Worthington shall have the right and obligation, throughout the effective period of this Agreement, to discharge all sewage, industrial wastes, water or other liquid wastes from its sanitary sewers, either directly or indirectly, or both, into the Sewerage System of the City of Columbus, Ohio, and into no other provider, and to have the same transported, pumped and treated by the Sewerage System and Sewage Treatment Works of the City of Columbus, provided, however:

- (a) The City of Worthington shall have adopted or passed such measures as may be necessary to authorize the execution of this Agreement.
- (b) Whenever, and to the extent that, the Columbus City Codes, prohibits or restricts the direct or indirect discharge to the sanitary sewer of subfoundation building drains from premises within Columbus, such prohibitions or restrictions shall apply with equal force to premises within the City of Worthington as if same were a part of this Agreement.
- (c) The City of Worthington agrees it will not at any time cause or permit storm water or roof water leaders to be led into or connected with the separate, sanitary system of sewers, or led into or connected with any soil pipe, house drain, or house sewer tributary to the separate sanitary system of sewers.

The City of Worthington agrees that it shall limit inflow and infiltration to its sewer system. The limitations applying thereto shall be in accordance with a future mutually acceptable modification to this Agreement.

- (d) The City of Worthington agrees that no person shall directly or indirectly use or discharge to any sewer within the City of Worthington which is tributary to the City of Columbus Sewer System in violation of any applicable provision of Columbus City Codes, Chapters 1145 and 1147.
- (e) The City of Worthington agrees it will not discharge, cause or permit to be discharged, directly or indirectly into any sewer or into any water course, ditch, or drain leading into any sewer, any acid, chemical, or other substance, which tends to, or does destroy, or in any way injures the sewer or which in any way interferes with proper maintenance of facilities and the transportation, treatment, or disposition of any sewage carried or drained through any sewer in Columbus.
- (f) The City of Worthington agrees it will not discharge, cause or permit to be discharged, directly or indirectly into any sewer, any kerosene, gasoline, benzene, naphtha or any explosive or inflammable chemical, substance or thing.
- (g) The City of Worthington agrees the requirements set forth herein, together with any elaboration, extension, definition or amendment of said requirements as such may be duly elaborated, extended, defined or amended through rules and regulations issued from time to time by the Director of Public Utilities, or by Legislative processes of Columbus, shall be fully applicable to all premises in the City of Worthington, which are or later become tributary, directly or indirectly, to the Columbus Sewerage System, to the same extent and degree as they apply within the City of Columbus and any violation of these provisions shall be corrected or caused to be corrected at once by the City of Worthington.
- (h) Subject to Sections 4 and 5 hereinafter the City of Worthington agrees that sewer services, providing for the discharge of sewage, industrial wastes, water or other liquid wastes into its sanitary sewers, shall be restricted to usage by properties within the corporate limits of the City of Worthington, provided that such properties lie within the boundaries of the Service Area as such limits exist on the date of execution of this contract, and to usage by any properties annexed to the City of Worthington during the period of this contract provided that such properties lie within the boundaries of the Service Area as described in **Exhibit I**, and being hereby made by reference a part of this contract.

Reference to annexations as used in this Contract does not include annexation by merger pursuant to the Ohio Revised Code, Section 709.43 through 709.46, inclusive, and as subsequently amended.

The City of Worthington agrees that, should any properties within Service Area annex to the City of Columbus, the City of Columbus shall have the right to provide sewer service to such properties the same as it would any other areas within its corporate limits irrespective of this Agreement.

- (i) The City of Worthington agrees that the construction of all house sewers or service connections within its boundaries shall comply with this Agreement, the then current minimum requirements governing such work in Columbus, and conform to the City of Worthington's rules and regulations, whichever is more stringent.
- (j) The City of Worthington agrees that the design, construction, operation, use and maintenance of all sanitary sewers, house services and connections within its boundaries, including all connections with the Columbus Sewerage System, shall be performed at the entire expense of the City of Worthington or its residents, and shall conform in all respects with or exceed the corresponding standards and practice of the City of Columbus. All main and sanitary sewers and connections to serve areas within the City of Worthington shall be constructed in accordance with detailed plans and specifications which have been approved from an engineering standpoint by the Columbus Director of Public Utilities, provided that such approval, from an engineering standpoint, or disapproval supported by engineering reasons therefor, shall be made by the Columbus Director of Public Utilities, within thirty (30) days after said plans and specifications have been submitted for final approval by the City of Worthington. Absent approval or disapproval as set forth above, the City of Worthington may proceed with construction in full conformity with such plans and specifications and with such engineering supervision and inspection as may be required by Columbus, and subject to all other provisions of this Agreement and applicable references. Upon completion of such work, and not later than sixty (60) days thereafter, accurate record drawings showing the work as actually constructed shall be filed by the City of Worthington, with Columbus, having been approved and signed by the City of Worthington and submitted to Columbus for final approval. These record drawings shall show the area of each and every tributary lot and tract computed in accordance with paragraph (l) of this Section. The City of Worthington agrees to notify Columbus at least forty-eight (48) hours prior to tapping any Columbus sewers.
- (k) The City of Worthington agrees that for all structures and properties connected to the Columbus Sewerage System, after the effective date of this Agreement, a system capacity charge for main trunk sanitary sewer benefit, or such similar charges as may be hereinafter established by Columbus, shall be applicable to any and all such structures and properties which are located within the City of Worthington corporate limits, wherever such property will be tributary directly or indirectly to the Columbus Sewerage System, and provided that such charge(s) shall be determined and collected before or upon the issuance of a permit to connect such structures to the sewerage system. The charge so determined shall be computed on the size of the domestic water service tap for either city water or well water usage for each structure as computed by Columbus, for similar structures as established and periodically amended by Columbus Ordinance. The City of Worthington agrees to pay the City of Columbus, at three (3) month intervals, 100 percent of all such charges as collected.
- (l) The City of Worthington agrees to establish a system of sewer service connection permits and shall transmit copies of sewer service permits to the City of Columbus

at three (3) month intervals along with System Capacity Charges collected for that same three (3) month interval. The City of Worthington shall keep and maintain an accurate record of all premises connected with its sewers which record shall, upon demand, be made available to the City of Columbus. Worthington shall issue permits and collect all applicable fees for all premises located within its corporate limits. The City of Worthington shall give 48 hours notice to the City of Columbus; Division of Sewerage and Drainage, Sewer Permit Office, prior to making any sewer service connection to a City of Columbus sewer line

- (m) The City of Worthington agrees to furnish to the Columbus Director of Public Utilities all available information and data as to all sources of water supply other than the Columbus Division of Water, which may be in existence, or may later be developed to serve the City of Worthington. As to wells, this information shall include the location, size, capacity and depth thereof. Further, the City of Worthington agrees that where such water supply discharges directly or indirectly into the sanitary sewer system, The City of Worthington shall require metering or other forms of measurement as agreed to by the Columbus Director of Public Utilities.
- (n) As soon as available, the City of Worthington agrees to furnish to Columbus copies of its location atlas maps showing the overall sanitary sewer system and furnish additional copies as and when individual maps are changed or brought up-to-date.

Section 2:

- (a) The City of Columbus, through its Division of Water, shall have the rights and privilege, beginning as of the effective date of this Agreement, of billing for sewerage service charges directly against or of adding to water bills rendered against premises within the City of Worthington by the Division of Water of the City of Columbus. Under the method established above, for determination of the sewerage service charge or charges, said charge or charges shall be computed by subjecting the water usage to the applicable provisions and rates of Chapter 1147, Columbus City Code, 1959, which applicable rates may be changed in accordance with such rate structure as may be established from time to time for areas outside the Columbus corporate limits by ordinances passed by the Columbus City Council; provided, however, and subject to the provisions of Section 1 of this Agreement, that in the event of any such subsequent change in the rates of charge, the rates of charge to the City of Worthington, shall not, in such case, exceed the rates of charge duly established and collected, at such time, for any other political subdivision.
- (b) Upon the City of Worthington's written request, Columbus agrees to include as a separate item under the billing authorized above, such user surcharge for structures and premises within the corporate limit of the City of Worthington as may be established from time to time by the City of Worthington ordinance or regulation. Such surcharge shall be refunded to the City of Worthington quarterly, together with a verified report of the amount collected.

- (c) Columbus agrees that in the computation of charges made to the City of Worthington
Sewerage Service customers, the same credits or adjustments shall be applicable to Sewerage Service customers in Columbus as are now, or may hereafter from time to time, be applicable thereto, due to non-entry into the sanitary sewers of water consumed by such users, shall be applicable to the City of Worthington customers; provided that any fee charged by Columbus to obtain such credits or adjustments may be increased by fifty-cents (\$0.50) for users within the City of Worthington.
- (d) Columbus agrees that the City of Worthington shall have the right and privilege to make charges, for structures and premises within the corporation limits of the City of Worthington, independent of the requirements of Section 1.
- (e) Columbus may administer and enforce Sections 1145.01 - 1145.99 of the Columbus City Codes and all amendments thereto within the City of Worthington corporate limits in order to prohibit or limit the discharge of toxic and other substances into the sewerage system. It is also agreed that the City of Columbus representatives may enter industrial establishments, perform inspections, and sample waste streams for the purpose of enforcing Sections 1145 and 1147 of the Columbus City Code, as amended. The City of Worthington agrees to adopt as a local regulation or ordinance of the City of Worthington, the requirements of Section 1145.01 - 1145.99 in order that these requirements shall be applicable to all premises in the City of Worthington which are, or later become, tributary directly or indirectly to the Columbus Sewage System to the same extent as they apply to premises within Columbus.
- (f) The City of Worthington agrees that all fees for administering and enforcing Chapter 1145 shall be collected in accordance with Chapter 1147 of the Columbus City Codes, as amended.

Section 3: The City of Worthington agrees that during the effective period of this Agreement, Columbus employees or agents shall have the right to enter into and within the City of Worthington's corporate limits for all purposes of this Agreement, for the further purpose of construction within the individual design-tributary area of any extensions to the Sewer System of the City of Worthington and constructing any other main sewers which, on the basis of sound engineering principles, may be deemed necessary by the Columbus Director of Public Utilities to build up an adequate sewer collector system in the entire area to be serviced by Columbus, including by not being limited to the City of Worthington corporate limits.

The plans and specifications for the construction of sewers shall be submitted by Columbus to the City of Worthington for approval as engineering and location. Such approval or rejection supported by engineering reasons therefore, shall be made by the City of Worthington within thirty (30) days after said plans and specifications have been submitted by Columbus to the City of Worthington for final approval. In the case where no approval or disapproval is made by the City of Worthington within said thirty (30) days,

Columbus may proceed with construction, without prejudice, in full conformity with the plans and specifications so submitted and not acted upon by the City of Worthington, subject however to legal requirements governing the need for proper easements where said sewers will be located on private property. In the case where said plans and specifications are disapproved from an engineering or location standpoint by the City of Worthington within the said thirty (30) days, such disapproval shall be made in writing and the engineering reasons set forth therein.

Columbus pledges itself to construct such sewer extensions at its own expense and, insofar as possible, to restore disturbed areas to a reasonably equal condition in which they were found prior to such construction. Columbus will and shall have the right to preserve, maintain, operate, replace and repair any such sewers. During the life of this contract the City of Worthington shall have the right to connect any main sewers of its own collector system to any such aforementioned sewers, subject to the requirement that the flow from The City of Worthington's main sewers is not above that designed for and is not from areas outside the individual tributary-design area of the said main sewers constructed by Columbus. Further, subject to the requirement that such connections shall be made under Columbus' supervision in such manner as approved by Columbus and in full conformity with all other provisions of this Agreement.

Section 3.1: The City of Worthington will take no action to initiate, approve, nor in any manner support a merger with any adjacent township pursuant to Section 709.43 through 709.46, inclusive, of the Ohio Revised Code or any revision or amendment thereto. All efforts by The City of Worthington to increase its geographic boundaries shall be through the annexation procedure. The City of Worthington agrees that it will not initiate, approve, nor support in any manner, annexation to The City of Worthington of properties located outside the Service Area designated on Exhibit I attached to this contract.

Section 3.2: It is agreed by the parties that in the event a merger between the City of Worthington, Ohio and any Township should occur, the City of Columbus shall incur no obligation to service areas other than those specifically referred to in this contract. The parties further agree that as of the effective date of said merger, the rates chargeable hereunder shall become ten times those set forth in Section 2 hereof. The City of Worthington, Ohio, consents to the provisions set forth in this section as related to the cost and expense of providing continued services under this Agreement and not as an exaction, tax or penalty in the event the conditions imposing this section occur. Further, the City of Worthington, Ohio, consents and agrees that the provisions in this section are not confiscatory nor unreasonable.

Section 3.3: If the City of Columbus enters into any new Sewerage Service Agreement or modifies, amends, extends or otherwise changes the terms of any Sewerage Service Agreement with any political jurisdiction and the new, modified, amended, extended or otherwise changed Agreement does not contain the same provisions regarding merger/annexation as set forth in Section 3.1 and 3.2 of this Agreement, then Sections 3.1 and 3.2 are null and void.

Section 4: This Agreement will commence on _____, and shall remain in effect for a period of thirty (30) years therefrom subject to earlier

termination or to revision, or to properly authorized modification or to renewal upon mutual Agreement of the parties hereto and shall supersede and cancel any and all previous Agreements concerning sewage service between the parties hereto for the specific City of Worthington.

Section 5: The City of Worthington further agrees that Columbus may connect any sewer to the sewerage system of the City of Worthington after submission of the plans and specifications therefore to the City of Worthington in accordance with the provisions of Section 3 and provided that such sewer connections by Columbus do not serve areas outside The City of Worthington sewer system tributary-design areas.

Columbus agrees that for all properties and premises within Columbus connected into such sewers or connections, it shall reimburse The City of Worthington for any sanitary sewer oversizing of that section of the sewer system built by the City of Worthington on the basis of an estimate of the differential in cost of that section of the system involved, to be mutually agreed upon prior to approval of plans.

Section 6: If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

Section 7: That failure on the part of either party of this Agreement to faithfully discharge its obligations and responsibilities hereunder, either in whole or in part, shall vest in the other party to the Agreement the right to terminate same, effective sixty (60) days after written notice of such failure and the intent to terminate is delivered to the offending party, provided that the offending party shall have the right to cure or correct the said failure, to faithfully discharge its obligations and responsibilities and upon demonstration thereof such notice of cancellation shall not be effective and this Agreement shall remain in full force and effect without prejudice to Columbus' right to collect amounts due and owing to Columbus arising under the terms of this Contract prior to notice of termination.

Section 8: The City of Worthington agrees that during the term of this Agreement, it will take no action whatsoever, including any funding, preliminary engineering, or other surveying necessary or incident to plan, design, construct, or operate any sanitary waste water treatment facility and that, except as herein provided or as may be subsequently authorized by the Columbus City Council, Columbus shall be the sole and exclusive provider to the City of Worthington of such services as are provided by the terms of this Agreement within the designated contract service areas set forth on "**Exhibit I**".

IN WITNESS WHEREOF, the parties hereto have set their hands on this _____
day of _____, ____.

THE CITY OF COLUMBUS, OHIO

By _____
PUBLIC UTILITIES DIRECTOR

THE CITY OF WORTHINGTON, OHIO

By _____
MAYOR

By _____

TITLE

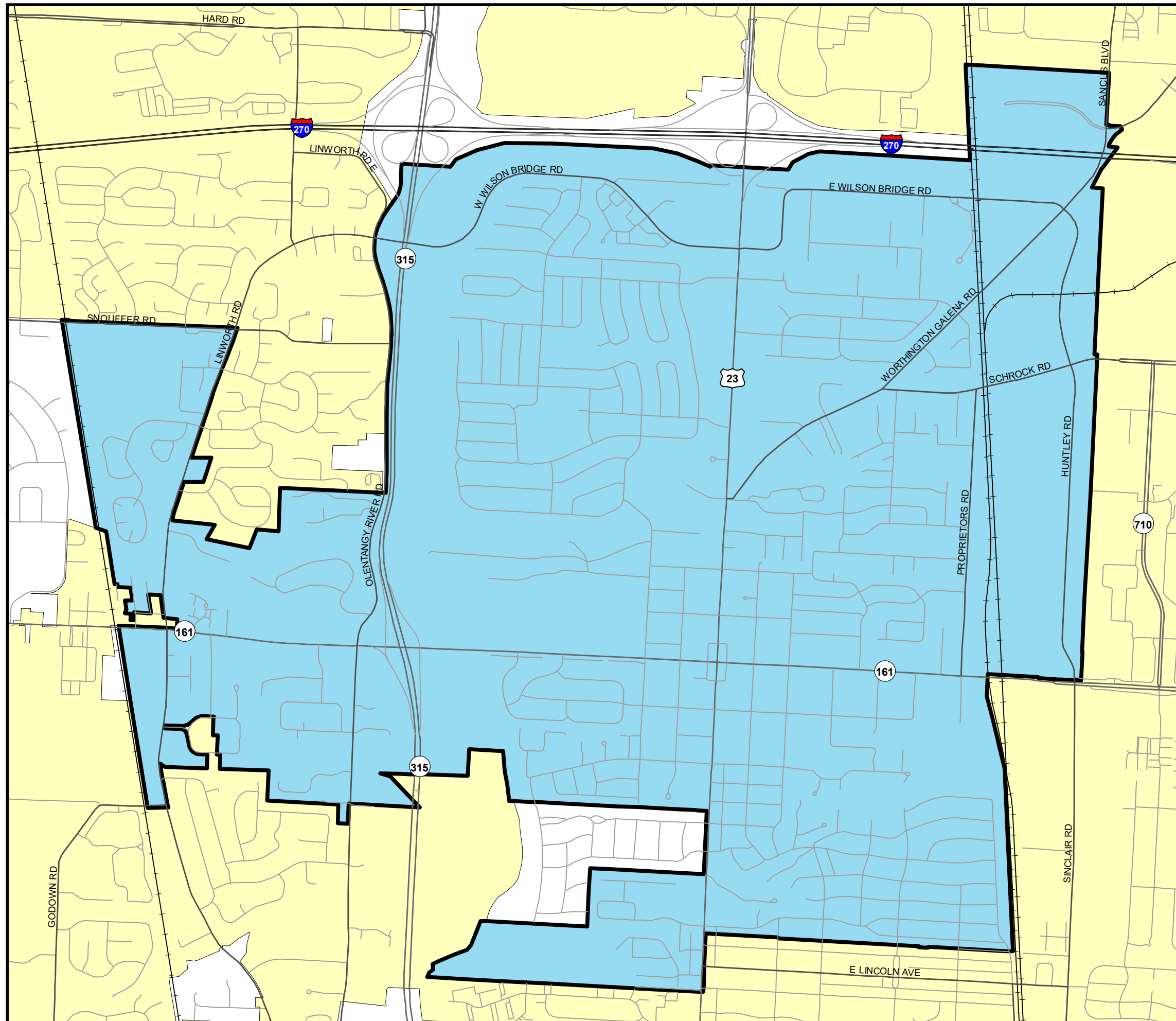
Approved as to form:

Law Director,
City of Worthington, Ohio

City Attorney
Columbus, Ohio

Exhibit I: Worthington Sewer Service Boundary

- Worthington Sewer Service Area
- City of Columbus



Prepared June 2020

**SEWER SERVICE AGREEMENT
CONTRACT
BETWEEN THE CITY OF COLUMBUS
AND
CITY OF WORTHINGTON**

THIS AGREEMENT MADE AND ENTERED INTO THIS ____ DAY OF _____, 2020, by and between the CITY OF COLUMBUS, OHIO, (Columbus), and the CITY OF WORTHINGTON, OHIO (City of Worthington) for the discharge, transportation, pumping and treatment of sewage, industrial wastes, water or other liquid wastes from the City of Worthington to and by the City of Columbus, utilizing the Sewerage System and Sewage Treatment Works of the City of Columbus.

WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and in accordance with the applicable provisions of Chapters 1145 and 1147, Columbus City Codes, 1959 as amended and of Ordinance No. _____ passed _____ by the Council of the City of Columbus, and Ordinance No. _____ by the Council of the City of Worthington, the parties hereto agree as follows:

Section 1: That, subject at all times to the City of Columbus' right to sell surplus utility services, under the provisions of Article XVIII, Section 6 of the Constitution of Ohio, the City of Worthington shall have the right and obligation, throughout the effective period of this Agreement, to discharge all sewage, industrial wastes, water or other liquid wastes from its sanitary sewers, either directly or indirectly, or both, into the Sewerage System of the City of Columbus, Ohio, and into no other provider, and to have the same transported, pumped and treated by the Sewerage System and Sewage Treatment Works of the City of Columbus, provided, however:

- (a) The City of Worthington shall have adopted or passed such measures as may be necessary to authorize the execution of this Agreement.
- (b) Whenever, and to the extent that, the Columbus City Codes, prohibits or restricts the direct or indirect discharge to the sanitary sewer of subfoundation building drains from premises within Columbus, such prohibitions or restrictions shall apply with equal force to premises within the City of Worthington as if same were a part of this Agreement.
- (c) The City of Worthington agrees it will not at any time cause or permit storm water or roof water leaders to be led into or connected with the separate, sanitary system of sewers, or led into or connected with any soil pipe, house drain, or house sewer tributary to the separate sanitary system of sewers.

The City of Worthington agrees that it shall limit inflow and infiltration to its sewer system. The limitations applying thereto shall be in accordance with a future mutually acceptable modification to this Agreement.

- (d) The City of Worthington agrees that no person shall directly or indirectly use or discharge to any sewer within the City of Worthington which is tributary to the City of Columbus Sewer System in violation of any applicable provision of Columbus City Codes, Chapters 1145 and 1147.
- (e) The City of Worthington agrees it will not discharge, cause or permit to be discharged, directly or indirectly into any sewer or into any water course, ditch, or drain leading into any sewer, any acid, chemical, or other substance, which tends to, or does destroy, or in any way injures the sewer or which in any way interferes with proper maintenance of facilities and the transportation, treatment, or disposition of any sewage carried or drained through any sewer in Columbus.
- (f) The City of Worthington agrees it will not discharge, cause or permit to be discharged, directly or indirectly into any sewer, any kerosene, gasoline, benzene, naphtha or any explosive or inflammable chemical, substance or thing.
- (g) The City of Worthington agrees the requirements set forth herein, together with any elaboration, extension, definition or amendment of said requirements as such may be duly elaborated, extended, defined or amended through rules and regulations issued from time to time by the Director of Public Utilities, or by Legislative processes of Columbus, shall be fully applicable to all premises in the City of Worthington, which are or later become tributary, directly or indirectly, to the Columbus Sewerage System, to the same extent and degree as they apply within the City of Columbus and any violation of these provisions shall be corrected or caused to be corrected at once by the City of Worthington.
- (h) Subject to Sections 4 and 5 hereinafter the City of Worthington agrees that sewer services, providing for the discharge of sewage, industrial wastes, water or other liquid wastes into its sanitary sewers, shall be restricted to usage by properties within the corporate limits of the City of Worthington, provided that such properties lie within the boundaries of the Service Area as such limits exist on the date of execution of this contract, and to usage by any properties annexed to the City of Worthington during the period of this contract provided that such properties lie within the boundaries of the Service Area as described in **Exhibit I**, and being hereby made by reference a part of this contract.

Reference to annexations as used in this Contract does not include annexation by merger pursuant to the Ohio Revised Code, Section 709.43 through 709.46, inclusive, and as subsequently amended.

The City of Worthington agrees that, should any properties within Service Area annex to the City of Columbus, the City of Columbus shall have the right to provide sewer service to such properties the same as it would any other areas within its corporate limits irrespective of this Agreement.

- (i) **The City of** Worthington agrees that the construction of all house sewers or service connections within its boundaries shall comply with this Agreement, the then current minimum requirements governing such work in Columbus, and conform to **the City of** Worthington's rules and regulations, **whichever is more stringent**.
- (j) **The City of** Worthington agrees that the design, construction, operation, use and maintenance of all sanitary sewers, house services and connections within its boundaries, including all connections with the Columbus Sewerage System, shall be performed at the entire expense of **the City of** Worthington or its residents, and shall conform in all respects with or exceed the corresponding standards and practice of the City of Columbus. All main and sanitary sewers and connections to serve areas within **the City of** Worthington shall be constructed in accordance with detailed plans and specifications which have been approved from an engineering standpoint by the Columbus Director of Public Utilities, provided that such approval, from an engineering standpoint, or disapproval supported by engineering reasons therefor, shall be made by the Columbus Director of Public Utilities, within thirty (30) days after said plans and specifications have been submitted for final approval by **the City of** Worthington. Absent approval or disapproval as set forth above, **the City of** Worthington may proceed with construction in full conformity with such plans and specifications and with such engineering supervision and inspection as may be required by Columbus, and subject to all other provisions of this Agreement and applicable references. Upon completion of such work, and not later than sixty (60) days thereafter, accurate record drawings showing the work as actually constructed shall be filed by **the City of** Worthington, with Columbus, having been approved and signed by **the City of** Worthington and submitted to Columbus for final approval. These record drawings shall show the area of each and every tributary lot and tract computed in accordance with paragraph (l) of this Section. **The City of** Worthington agrees to notify Columbus at least forty-eight (48) hours prior to tapping any Columbus sewers.
- (k) **The City of** Worthington agrees that for all structures and properties connected to the Columbus Sewerage System, after the effective date of this Agreement, a system capacity charge for main trunk sanitary sewer benefit, or such similar charges as may be hereinafter established by Columbus, shall be applicable to any and all such structures and properties which are located within **the City of** Worthington corporate limits, wherever such property will be tributary directly or indirectly to the Columbus Sewerage System, and provided that such charge(s) shall be determined and collected before or upon the issuance of a permit to connect such structures to the sewerage system. The charge so determined shall be computed on the size of the domestic water service tap for either city water or well water usage for each structure as computed by Columbus, for similar structures as established and periodically amended by Columbus Ordinance. **The City of** Worthington agrees to pay the City of Columbus, at three (3) month intervals, **100 percent of all such charges as collected**.

consistent with the following schedule:

Percentage of amount collected by Worthington to be paid by Columbus:

YEAR	PERCENTAGE
Date of Contract – Dec. 31, 1999	33.3%
Jan. 1, 2000 – Dec. 31, 2000	45.0%
Jan. 1, 2001 – Dec. 31, 2001	50.0%
Jan. 1, 2002 – Dec. 31, 2002	75.0%
Jan. 1, 2003 – Dec. 31, 2003	90.0%
Jan. 1, 2004	100.0%

- (l) The City of Worthington agrees to establish a system of sewer service connection permits and shall transmit copies of sewer service permits to the City of Columbus at three (3) month intervals along with System Capacity Charges collected for that same three(3) month interval. The City of Worthington shall keep and maintain an accurate record of all premises connected with its sewers which record shall, upon demand, be made available to the City of Columbus. The City of Worthington shall issue permits and collect all applicable fees for all premises located within its corporate limits. The City of Worthington shall give 48 hours notice to the City of Columbus; Division of Sewerage and Drainage, Sewer Permit Office, prior to making any sewer service connection to a City of Columbus sewer line.
- (m) The City of Worthington agrees to furnish to the Columbus Director of Public Utilities all available information and data as to all sources of water supply other than the Columbus Division of Water, which may be in existence, or may later be developed to serve the City of Worthington. As to wells, this information shall include the location, size, capacity and depth thereof. Further, the City of Worthington agrees that where such water supply discharges directly or indirectly into the sanitary sewer system, the City of Worthington shall require metering or other forms of measurement as agreed to by the Columbus Director of Public Utilities.
- (n) As soon as available, the City of Worthington agrees to furnish to Columbus copies of its location atlas maps showing the overall sanitary sewer system and furnish additional copies as and when individual maps are changed or brought up-to-date.

Section 2:

- (a) The City of Columbus, through its Division of Water, shall have the rights and privilege, beginning as of the effective date of this Agreement, of billing for sewerage service charges directly against or of adding to water bills rendered against premises within the City of Worthington by the Division of Water of the City of Columbus. Under the method established above, for determination of the sewerage service charge or charges, said charge or charges shall be computed by subjecting the water usage to the applicable provisions and rates of Chapter

1147, Columbus City Code, 1959, which applicable rates may be changed in accordance with such rate structure as may be established from time to time for areas outside the Columbus corporate limits by ordinances passed by the Columbus City Council; provided, however, and subject to the provisions of Section 1 of this Agreement, that in the event of any such subsequent change in the rates of charge, the rates of charge to the City of Worthington, shall not, in such case, exceed the rates of charge duly established and collected, at such time, for any other political subdivision.

- (b) Upon the City of Worthington's written request, Columbus agrees to include as a separate item under the billing authorized above, such user surcharge for structures and premises within the corporate limit of the City of Worthington as may be established from time to time by the City of Worthington ordinance or regulation. Such surcharge shall be refunded to the City of Worthington quarterly, together with a verified report of the amount collected.
- (c) Columbus agrees that in the computation of charges made to the City of Worthington Sewerage Service customers, the same credits or adjustments shall be applicable to Sewerage Service customers in Columbus as are now, or may hereafter from time to time, be applicable thereto, due to non-entry into the sanitary sewers of water consumed by such users, shall be applicable to the City of Worthington customers; provided that any fee charged by Columbus to obtain such credits or adjustments may be increased by fifty-cents (\$0.50) for users within the City of Worthington.
- (d) Columbus agrees that the City of Worthington shall have the right and privilege to make charges, for structures and premises within the corporation limits of the City of Worthington, independent of the requirements of Section 1. ~~and such charges shall not be subject to the division as established in Section 1.~~
- (e) Columbus may administer and enforce Sections 1145.01 - 1145.99 of the Columbus City Codes and all amendments thereto within the City of Worthington corporate limits in order to prohibit or limit the discharge of toxic and other substances into the sewerage system. It is also agreed that the City of Columbus representatives may enter industrial establishments, perform inspections, and sample waste streams for the purpose of enforcing Sections 1145 and 1147 of the Columbus City Code, as amended. The City of Worthington agrees to adopt as a local regulation or ordinance of the City of Worthington, the requirements of Section 1145.01 - 1145.99 in order that these requirements shall be applicable to all premises in the City of Worthington which are, or later become, tributary directly or indirectly to the Columbus Sewage System to the same extent as they apply to premises within Columbus.
- (f) The City of Worthington agrees that all fees for administering and enforcing Chapter 1145 shall be collected in accordance with Chapter 1147 of the Columbus City Codes, as amended.

Section 3: The City of Worthington agrees that during the effective period of this

Agreement, Columbus employees or agents shall have the right to enter into and within the City of Worthington's corporate limits for all purposes of this Agreement, for the further purpose of construction within the individual design-tributary area of any extensions to the Sewer System of the City of Worthington and constructing any other main sewers which, on the basis of sound engineering principles, may be deemed necessary by the Columbus Director of Public Utilities to build up an adequate sewer collector system in the entire area to be serviced by Columbus, including by not being limited to the City of Worthington corporate limits.

The plans and specifications for the construction of sewers shall be submitted by Columbus to the City of Worthington for approval as engineering and location. Such approval or rejection supported by engineering reasons therefore, shall be made by the City of Worthington within thirty (30) days after said plans and specifications have been submitted by Columbus to the City of Worthington for final approval. In the case where no approval or disapproval is made by the City of Worthington within said thirty (30) days, Columbus may proceed with construction, without prejudice, in full conformity with the plans and specifications so submitted and not acted upon by the City of Worthington, subject however to legal requirements governing the need for proper easements where said sewers will be located on private property. In the case where said plans and specifications are disapproved from an engineering or location standpoint by the City of Worthington within the said thirty (30) days, such disapproval shall be made in writing and the engineering reasons set forth therein.

Columbus pledges itself to construct such sewer extensions at its own expense and, insofar as possible, to restore disturbed areas to a reasonably equal condition in which they were found prior to such construction. Columbus will and shall have the right to preserve, maintain, operate, replace and repair any such sewers. During the life of this contract the City of Worthington shall have the right to connect any main sewers of its own collector system to any such aforementioned sewers, subject to the requirement that the flow from the City of Worthington's main sewers is not above that designed for and is not from areas outside the individual tributary-design area of the said main sewers constructed by Columbus. Further, subject to the requirement that such connections shall be made under Columbus' supervision in such manner as approved by Columbus and in full conformity with all other provisions of this Agreement.

Section 3.1: The City of Worthington will take no action to initiate, approve, nor in any manner support a merger with any adjacent township pursuant to Section 709.43 through 709.46, inclusive, of the Ohio Revised Code or any revision or amendment thereto. All efforts by the City of Worthington to increase its geographic boundaries shall be through the annexation procedure. The City of Worthington agrees that it will not initiate, approve, nor support in any manner, annexation to the City of Worthington of properties located outside the Service Area designated on Exhibit I attached to this contract.

Section 3.2: It is agreed by the parties that in the event a merger between the City of Worthington, Ohio and any Township should occur, the City of Columbus shall incur no obligation to service areas other than those specifically referred to in this contract. The parties further agree that as of the effective date of said merger, the rates chargeable hereunder shall become ten times those set forth in Section 2 hereof. The City of

Worthington, Ohio, consents to the provisions set forth in this section as related to the cost and expense of providing continued services under this Agreement and not as an exaction, tax or penalty in the event the conditions imposing this section occur. Further, the City of Worthington, Ohio, consents and agrees that the provisions in this section are not confiscatory nor unreasonable.

Section 3.3: If the City of Columbus enters into any new Sewerage Service Agreement or modifies, amends, extends or otherwise changes the terms of any Sewerage Service Agreement with any political jurisdiction and the new, modified, amended, extended or otherwise changed Agreement does not contain the same provisions regarding merger/annexation as set forth in Section 3.1 and 3.2 of this Agreement, then Sections 3.1 and 3.2 are null and void.

Section 4: That This Agreement will commence on _____, and shall remain in full force and effect until midnight of June 30, 2020 for a period of thirty (30) years therefrom subject to earlier termination or to revision, or to properly authorized modification or to renewal upon mutual Agreement of the parties hereto and shall supersede and cancel any and all previous Agreements concerning sewage service between the parties hereto for the specific City of Worthington.

Section 5: The City of Worthington further agrees that Columbus may connect any sewer to the sewerage system of the City of Worthington after submission of the plans and specifications therefore to the City of Worthington in accordance with the provisions of Section 3 and provided that such sewer connections by Columbus do not serve areas outside the City of Worthington sewer system tributary-design areas.

Columbus agrees that for all properties and premises within Columbus connected into such sewers or connections, it shall reimburse the City of Worthington for any sanitary sewer oversizing of that section of the sewer system built by the City of Worthington on the basis of an estimate of the differential in cost of that section of the system involved, to be mutually agreed upon prior to approval of plans.

Section 6: If any portion of this Agreement proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this Agreement unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

Section 7: That failure on the part of either party of this Agreement to faithfully discharge its obligations and responsibilities hereunder, either in whole or in part, shall vest in the other party to the Agreement the right to terminate same, effective sixty (60) days after written notice of such failure and the intent to terminate is delivered to the offending party, provided that the offending party shall have the right to cure or correct the said failure, to faithfully discharge its obligations and responsibilities and upon demonstration thereof such notice of cancellation shall not be effective and this Agreement shall remain in full force and effect without prejudice to Columbus' right to collect amounts due and owing to Columbus arising under the terms of this Contract prior to notice of termination.

Section 8: The City of Worthington agrees that during the term of this Agreement, it will take no action whatsoever, including any funding, preliminary engineering, or other surveying necessary or incident to plan, design, construct, or operate any sanitary waste water treatment facility and that, except as herein provided or as may be subsequently authorized by the Columbus City Council, Columbus shall be the sole and exclusive provider to the City of Worthington of such services as are provided by the terms of this Agreement within the designated contract service areas set forth on “**Exhibit I**”.

IN WITNESS WHEREOF, the parties hereto have set their hands on this _____
day of _____, ____.

THE CITY OF COLUMBUS, OHIO

By _____
PUBLIC UTILITIES DIRECTOR

THE CITY OF WORTHINGTON, OHIO

By _____
MAYOR

By _____

TITLE

Approved as to form:

Law Director,
City of Worthington, Ohio

City Attorney
Columbus, Ohio



STAFF MEMORANDUM
City Council Meeting – July 13, 2020

Date: July 9, 2020

To: Matthew H. Greeson, City Manager

From: Robyn Stewart, Assistant City Manager

Subject: **Ordinance No. 32-2020 - Boundary Adjustment with City of Columbus**

EXECUTIVE SUMMARY

This Ordinance adjusts the boundary between the City of Worthington and the City of Columbus in the vicinity of the Northeast Gateway Project

RECOMMENDATION

Introduce for Public Hearing on July 20

BACKGROUND/DESCRIPTION

The Northeast Gateway Intersection Improvement Project (Project No. 602-14) will reconstruct Worthington Galena Road starting 600 feet north of the CSX railroad to Lakeview Plaza Boulevard, Wilson Bridge Road from the CSX Railroad to Worthington Galena Road, and Huntley Road starting 400 feet south of Wilson Bridge Road to Wilson Bridge Road.

Staffs from Columbus and Worthington are proposing the adjustment of boundaries between the City of Columbus and the City of Worthington to facilitate the traffic improvements and traffic enforcement in the vicinity of the intersection between Lakeview Plaza Boulevard, Sanctus Boulevard, and Worthington-Galena Road.

Section 709.37 of the Ohio Revised Code permits adjoining municipal corporations to agree to a change in the boundary line separating the municipal corporations.

The proposed ordinance indicates Council's agreement to the adjustment of boundaries between the City of Columbus and the City of Worthington pursuant to ORC 709.37. The

4.B. - Boundary Adjustment with City of Columbus

Columbus City Council and the Franklin County Commissioners will also need to take legislative action to finalize the boundary adjustment.

ATTACHMENTS

Ordinance No. 32-2020

Exhibit – Boundary Adjustment (NE Gateway)

ORDINANCE NO. 32-2020

Agreeing to the Adjustment of the Boundaries between the City of Columbus and the City of Worthington by Consenting to the Transfer from the City of Columbus to the City of Worthington of Approximately 2 acres and the Transfer from the City of Worthington to the City of Columbus of approximately 1.3 acres located in the Vicinity of the Intersection between Lakeview Plaza Boulevard, Sanctus Boulevard, and Worthington-Galena Road.

WHEREAS, the City of Worthington, after consultation with the Ohio Department of Transportation, the Mid-Ohio Regional Planning Commission, and the City of Columbus, is planning to construct traffic improvements in the vicinity of the intersection between Lakeview Plaza Boulevard, Sanctus Boulevard, and Worthington-Galena Road; and,

WHEREAS, Section 709.37 of the Ohio Revised Code permits adjoining municipal corporations to agree to a change in the boundary line separating the municipal corporations; and,

WHEREAS, the easterly boundary line of the City of Worthington along Sanctus Boulevard and Worthington-Galena Road is a westerly boundary line of the City of Columbus and the said cities therefore have a common boundary and adjoin; and,

WHEREAS, it is the desire of the cities of Columbus and Worthington to transfer a segment of the Worthington-Galena Road and Sanctus Boulevard right of ways and adjacent parcels of land from the City of Columbus to the City of Worthington and from the City of Worthington to the City of Columbus to facilitate the traffic improvements and traffic enforcement at the intersection; and,

WHEREAS, the proposed transfer does not involve the transfer of territory inhabited by more than five voters;

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

SECTION 1. That in accordance with Section 709.37 of the Ohio Revised Code, the City of Worthington hereby agrees to the transfer from the City of Columbus to the City of Worthington the land described as follows:

ORDINANCE NO. 32-2020

DESCRIPTION OF BOUNDARY ADJUSTMENT

Parcel 1

**PROPOSED MUNICIPAL CORPORATION BOUNDARY ADJUSTMENT
2.0± ACRES**

FROM: CITY OF COLUMBUS

TO: CITY OF WORTHINGTON

Situated in the State of Ohio, County of Franklin, City of Columbus, in Quarter Township 1, Township 2, Range 18, United States Military Lands, being comprised of the remainder of that 3 acre tract conveyed to John M. Markeson by deed of record in Deed Book 1242, Page 581, part of that 0.179 acre tract conveyed to City of Columbus, Ohio by deed of record in Official Record 17285E05, all of that 0.007 acre tract conveyed to City of Columbus, Ohio by deed of record in Official Record 11996C10, and part of that tract conveyed to Zenith Holding and Trading Corporation by deed of record in deed Book 2335, Page 398 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING, at a common corner of those 0.821 acre and .893 acre tracts conveyed to Vista Community Church by deed of record in Instrument Number 201612290178691;

Thence southeasterly, across said 3 acre remainder, a distance of 63± feet to a point on the northwesterly line of that 1.225 acre tract conveyed to Worthington Industries, Incorporated by deed of record in Instrument Number 200502010019358, a southeasterly line of said 3 acre remainder;

Thence southwesterly, with the common line to said 3 acre remainder and said 1.225 acre tract, a distance of 1± feet to a point;

Thence southwesterly, continuing with said common line, with the arc to the left, a chord distance of 306± feet to a northerly corner of said 0.007 acre tract;

Thence southerly, with the easterly line of said 0.007 acre tract, a westerly line of said 1.225 acre tract, a distance of 41± feet to a southeasterly corner of said 0.007 acre tract, being on the northerly right-of-way line of Interstate 270, the northerly line of said Zenith tract;

Thence easterly, with said northerly lines, the southerly line of said 1.225 acre tract, a distance of 135± feet to an angle point in said northerly lines;

ORDINANCE NO. 32-2020

Thence easterly, continuing with said northerly lines and southerly line, a distance of $37\pm$ feet to the old easterly right-of-way line of Worthington Galena Road on the existing City of Columbus corporation line established in Ordinance 1019-72 and of record in Miscellaneous Volume 156, Page 449;

Thence southwesterly, across said right-of-way and Zenith tract and with said old right-of-way line and with the existing City of Columbus corporation line established in Ordinance number 1618-65 and of record in Miscellaneous Volume 139, Page 323, a distance of $392\pm$ feet to an angle point on the existing City of Worthington corporation line established in Ordinance 102-60 and of record in Miscellaneous Volume 127, Page 449 and the line between said Quarter Township 1 and Quarter Township 2 of said Township 2, Range 18;

Thence northerly, across said Zenith tract, and with said Quarter Township line, the westerly line of said 3 acre tract, the easterly line of that tract conveyed to Hester F. Dysart and the easterly line of the subdivision plat entitled Commercial Pointe-Worthington of record in Plat Book 62, Page 71 and with said corporation line and the City of Worthington corporation line established in Ordinance 102-60 and of record in Miscellaneous Volume 127, Page 449 and Ordinance 32-2020 and of record in Miscellaneous Volume 142, Page 579, a distance of $666 \pm$ feet to a point in the centerline of Sancus Boulevard, being on the westerly line of said 0.179 acre tract;

Thence, easterly across said 0.179 acre tract and the right-of-way of Sancus Boulevard, a distance of $40\pm$ feet to a point on the easterly right-of-way line of Sancus Boulevard, the westerly line of said 0.821 acre tract and the easterly line of said 0.179 acre tract;

Thence southeasterly, with the westerly line of said 0.821 acre tract and the easterly line of said 0.179 acre tract, a chord distance of $16\pm$ feet;

Thence easterly, with the southerly line of said 0.821 acre tract, a distance of $179\pm$ feet to POINT OF BEGINNING, containing $2.0\pm$ acres of land, more or less.

SEE ATTACHED SURVEY MARKED EXHIBIT A

SECTION 2. That in accordance with Section 709.37 of the Ohio Revised Code, the City of Worthington hereby agrees to the transfer from the City of Worthington to the City of Columbus the land described as follows:

ORDINANCE NO. 32-2020

DESCRIPTION OF BOUNDARY ADJUSTMENT

Parcel 2

**PROPOSED MUNICIPAL CORPORATION BOUNDARY ADJUSTMENT
0.5± ACRES**

FROM: CITY OF COLUMBUS

TO: CITY OF WORTHINGTON

Situated in the State of Ohio, County of Franklin, City of Columbus, in Quarter Township 2, Township 2, Range 18, United States Military Lands, being comprised of part of that 4.529 acre tract conveyed to Anheuser-Busch Commercial Strategy, LLC by deed of record in Instrument Number 201702220025287 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING, at the intersection of the easterly right-of-way line of Worthington Galena Road with the southerly line of Interstate 270, being on the northerly line of said 4.529 acre tract, the southerly line of that tract conveyed to Zenith Holding and trading Corporation by deed of record in Deed Book 2335, Page 398, on the existing City of Worthington corporation line established in Ordinance 102-60 and of record in Miscellaneous Volume 127, Page 449 and on the existing City of Columbus corporation line established in Ordinance 1618-65 and of record in Miscellaneous Volume 139, Page 323;

Thence Southeasterly, with the line common to said Zenith tract and said 4.529 acre tract, the northerly limited access right-of-way line for Interstate 270, a distance of 4 ± feet to a point;

Thence southwesterly, crossing said 4.529 acre tract and with the proposed easterly right-of-way line as shown on FRA-CR-84-1.36 and centerline plat of record in Plat Book 123, Page 47, a distance of 92± feet to an angle point;

Thence southwesterly, continuing across said 4.529 acre tract and with said proposed easterly right-of-way line, a distance of 226± feet to an angle point;

Thence southwesterly, continuing across said 4.529 acre tract and with said right-of-way line, a distance of 22± feet to a point on the City of Worthington corporation line established by Ordinance 39-56 and of record in Miscellaneous Volume 93, Page 439 and on the existing City of Columbus corporation line established in Ordinance 1618-65 and of record in Miscellaneous Volume 139, Page 323;

Thence westerly, with said corporation line and across said 4.529 acre tract, a distance of 135± feet to the easterly right-of-way line of Worthington Galena Road and the City of Worthington corporation line established by Ordinance 102-60 and of record in Miscellaneous Volume 127, Page 449 and on the existing City of Columbus

corporation line established in Ordinance 1618-65 and of record in Miscellaneous Volume 139, Page 323;

Thence northeasterly, across said 4.529 acre tract, and with said corporation line, a distance of 404± feet to POINT OF BEGINNING, containing 0.5± acres of land, more or less.

Parcel 3

**PROPOSED MUNICIPAL CORPORATION BOUNDARY ADJUSTMENT
0.8± ACRE**

FROM: CITY OF WORTHINGTON

TO: CITY OF COLUMBUS

Situated in the State of Ohio, County of Franklin, City of Worthington, in Quarter Township 2, Township 2, Range 18, United States Military Lands, being comprised of the existing right-of-way of McCampbell Road and a portion of McCampbell Road dedicated in the subdivision plat entitled Commercial Pointe-Worthington of record in Plat book 62, Page 71, said McCampbell Road now known as Sancus Boulevard (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING, at the northwesterly corner of that right-of-way dedicated as Sancus Boulevard (formerly McCampbell Road) and the northeasterly corner of Lot 8, both designated and delineated on said Commercial Pointe-Worthington, being in the southerly line of that 9.306 acre tract conveyed to Avistone Dearbone H., LLC and Avistone Dearbone S., LLC by deed of record in Instrument Number 201607080087664;

Thence easterly, with the northerly line of said Commercial Pointe-Worthington, with the existing City of Worthington corporation line established in Ordinance 102-60 and of record in Miscellaneous Volume 127, Page 449 and the existing City of Columbus corporation line established in Ordinance 1618-65 and of record in Miscellaneous Volume 139, Page 323, across said Sancus Boulevard, a distance of 40± feet, to a point in the centerline of said Sancus Boulevard (formerly the easterly line of McCampbell Road), being the westerly line of that 0.177 acre tract conveyed to City of Columbus by deed of record in Deed book 3538, Page 289, the line between said Quarter Township 2 and Quarter Township 1 of said Township 2, Range 18, also being the existing City of Columbus corporation line as established in Ordinance Number 1606-72 and recorded in Miscellaneous Volume 158, Page 63;

Thence southerly, with the centerline of said Sancus Boulevard, said Quarter Township line, with said existing City of Worthington corporation line, said existing City of Columbus corporation line, that existing City of Columbus corporation line as established in Ordinance 1019-72 of record in Miscellaneous Volume 156, Page 449, the existing City of Worthington corporation line established in Ordinance 12-57 and of record in Miscellaneous Volume 142, Page 579, the westerly line of said 0.177 acre tract,

ORDINANCE NO. 32-2020

and the westerly line of those 0.191 and 0.179 acre tracts conveyed to City of Columbus, Ohio by deed or record in Official Record 17285E05, a distance of 826± feet to a point;

Thence Westerly, across said right-of-way, a distance of 40± feet to a point on the westerly right-of-way of said Sancus Boulevard, the easterly line of Lot 8 of said Commercial Pointe-Worthington;

Thence northerly, with said westerly right-of-way line, a distance of 826'± feet to POINT OF BEGINNING, containing 0.8± acre of land, more or less.

SEE ATTACHED SURVEY MARKED EXHIBIT A

SECTION 3. That the City Clerk is authorized and directed to deliver a certified copy of this Ordinance to the Franklin County Board of Commissioners for further proceedings in accordance with Section 709.37 of the Ohio Revised Code.

SECTION 4. That the City Manager and the Law Director are hereby authorized to take any and all actions necessary to effectuate the boundary adjustment consistent with this Ordinance.

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.

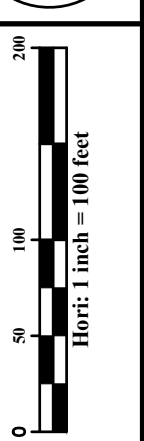
Passed _____

President of Council

Attest

Clerk of Council

FRANKLIN COUNTY, OHIO
CITY OF WORTHINGTON
QTR. TWP 2, TWP. 2, RNG. 18 U.S.M.L.
CITY OF COLUMBUS
QTR. TWP 1, TWP. 2, RNG. 18 U.S.M.L.



95516

<i>SEA</i>	<i>R/W Reviewer</i>	<i>JCD</i>
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PROPERTY MAP (1 OF 2)

FRA-CR 84-1.36
NORTHEAST GATEWAY

5/68

$$\frac{305}{352}$$

Municipal Boundary Adjustment Exhibit

NOTE: Railroad stationing is from the Railroad Valuation Map titled "Right-of-Way and Track Map of the Cleveland, Cincinnati, Chicago & St. Louis RV. From 6780+70 to 6886+30", Published June 30, 1915 by the Office of the Valuation Engineer Columbus, Ohio being assigned the designation "V32/29".

Railroad spur stationing was set based on the station in which the spur separated from the mainline using the above stationing of the "Right-of-Way and Track Map of the Cleveland, Chicago & St. Louis RV." Stationing increased from the split.

Railroad stationing for Norfolk Southern could not be found so it matches matches CSX.

Ownerships 29–30 are not used.

E1 See Sheet 6 for Existing Easement Legend.

REV. BY	DATE	DESCRIPTION
FIELD REVIEW BY:		DATE:
OWNERSHIP VERIFIED BY:		DATE:
DATE COMPLETED:		

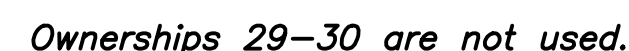
PRELIMINARY – NOT FOR CONSTRUCTION

\\20160403\Dwg\04Sheets\Exhibits\2020-01-06 Prop Map Exhibit Corp. Limit.dwg, Last Saved By: jbalzano, 1/6/2020 4:19 PM Last Printed By: Balzano, Jared, 1/6/2020 4:21 PM

Packet Page # 34

Item 4.B. Page 9 of 10

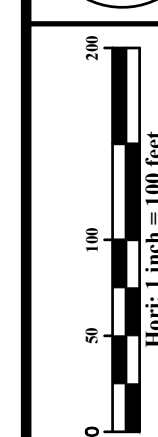
Municipal Boundary Adjustment Exhibit



E1	15' Non-Exclusive Communication Easement Columbus Fiber Net, LLC IN 200104160078699	E35	10' Electric Easement Columbus and Southern Ohio Electric Company DB 3278, P. 555
E2	30' Electric Easement Columbus and Southern Ohio Electric Company DB 2780, P. 678	E36	30' Ingress/Egress Easement IN 200101190012724
E3	5' X 30' Electric Easement Columbus and Southern Ohio Electric Company OR 5138I02	E37	22' Ingress/Egress Easement PB 55, P. 4
E4	10' Gas Line Easement Columbia Gas of Ohio, Inc. OR 210B03	E38	15' Gas Line Easement Columbia Gas of Ohio, Inc. DB 288, P. 111
E5	Water Line Easement City of Columbus, Ohio DB 3081, P. 191	E39	20' Gas Line Easement Columbia Gas of Ohio, Inc. OR 27987117
E6	Telecommunications Easement (Blanket in Nature) Qwest Communications Company, LLC IN 201403270037470	E40	10' Electric Easement Columbus Southern Power Company IN 199907130177882
E7	10' Electric Easement (Centerline Along Underground Lines) Columbus and Southern Ohio Electric Company OR 5138I02	E41	Electric Easement Columbus Southern Power Company IN 199907130177884
E8	5' Electric Easement Columbus and Southern Ohio Electric Company DB 2506, P. 655	E42	10' Easement PB 62, PP. 71-73
E9	Pole Line Easement Along North Road Line of Wilson Bridge Road Columbus and Southern Ohio Electric Company DB 2506, P. 659	E43	5' Easement PB 62, PP. 71-73
E10	10' Electric Easement Columbus and Southern Ohio Electric Company OR 2299A13	E44	15' Perpetual Easement and Right-of-Way for Public Highway County of Franklin DB 1088, P. 140
E11	10' Electric Easement Columbus and Southern Ohio Electric Company DB 2506, P. 655	E45	12' Sanitary Sewer Easement City of Worthington, Ohio DB 2772, P. 44
E12	30' Water Course Easement City of Worthington, Ohio OR 11266F14	E46	Open Water Course Easement City of Worthington, Ohio DB 2772, P. 42
E13	10' Water Course Easement City of Worthington, Ohio OR 14438G12	E47	25' Gas Line Easement Columbia Gas of Ohio, Inc. DB 2878, P. 643
E14	Easement/Right of Entry Agreement (Blanket in Nature) Time Warner Communications and PHL-OPCO, LP IN 199911150284807	E48	10' Sanitary Sewer Easement City of Worthington, Ohio DB 2813, P. 135
E15	Pipeline R/W Easement (Blanket in Nature) Sinclair Pipeline Company / Columbia Gas of Ohio, LLC DB 1064, P. 341 / OR 31150D06	E49	Sanitary Sewer Easement City of Worthington, Ohio DB 2813, P. 133
E16	10' X 15' Telephone Easement The Ohio Bell Telephone Company OR 5439I04 & OR 5803F13	E50	50' Water Course Easement City of Worthington, Ohio OR 12160D07
E17	50' Pipeline R/W Easement ARCO Pipeline Company / Columbia Gas of Ohio, Inc. OR 4602B10 / OR 31150D06	E51	20' Water Course Easement City of Worthington, Ohio OR 11266F11
E18	20' Gas Line Easement Columbia Gas of Ohio, Inc. OR 27706H12	E52	5' Electric Easement Columbus and Southern Ohio Electric Company DB 1995, P. 537
E19	10' Gas Line Easement Centerline Along Underground Line As Installed Columbia Gas of Ohio, Inc. DB 3175, P. 587	E53	20' Water Course Easement City of Worthington, Ohio OR 11266F08
E20	Pipeline R/W Easement (Blanket in Nature) Sinclair Pipeline Company / Columbia Gas of Ohio, Inc. DB 1064, P. 312 / OR 31150D06	E54	5' Electric Easement Columbus and Southern Ohio Electric Company DB 1995, P. 536
E21	20' Gas Line Easement Columbia Gas of Ohio, Inc. OR 26890J08	E55	20' Water Course Easement City of Worthington, Ohio OR 11266F08
E22	Easement Specifically for Block Valve Sinclair Pipe Company / Columbia Gas of Ohio, Inc. PB 39, P. 74 / OR 31150D06	E56	Exclusive Telephone Easement Ohio Bell Telephone Company IN 200100220242516
E23	50' Exclusive Pipeline Easement Sinclair Pipe Company / Columbia Gas of Ohio, Inc. PB 39, P. 74 / OR 31150D06	E57	Water Line Easement City of Columbus, Ohio DB 3206, P. 488
E24	12' Sanitary Sewer Easement City of Worthington, Ohio DB 2785, P. 113	E58	5' Electric Easement Columbus and Southern Ohio Electric Company DB 1971, P. 566
E25	25' Electric Easement Columbus and Southern Ohio Electric Company DB 2780, P. 680	E59	5' Electric Easement Columbus and Southern Ohio Electric Company DB 1971, P. 567
E26	25' Electric Easement Columbus and Southern Ohio Electric Company DB 2780, P. 680	E60	Water Line Easement City of Columbus, Ohio DB 3081, P. 189
E27	10' Gas Line Easement Columbia Gas of Ohio, Inc. DB 2818, P. 107	E61	10' Electric Easement Columbus Southern Power Company I.N. 200103160053945
E28	5' Exclusive Easement City of Worthington, Ohio PB 39, P. 74	E62	30' Ingress/Egress Easement I.N. 2001004300091393
E29	5' Exclusive Easement City of Worthington, Ohio and Sinclair Pipeline Company PB 39, P. 74	E63	50' Electric Easement Columbus and Southern Ohio Electric Company D.B. 2784, P. 155
E30	20' Gas Line Easement Columbia Gas of Ohio, Inc. OR 26890J08	E64	100' Electric Easement Columbus and Southern Ohio Electric Company D.B. 2784, P. 155
E31	45' Exclusive Pipeline Easement Sinclair Pipeline Company / Columbia Gas of Ohio, Inc. PB 39, P. 74 / OR 31150D06	E65	20' Electric Easement Columbus and Southern Ohio Electric Company D.B. 2793, P. 220
E32	Water Line Easement City of Columbus, Ohio DB 3081, P. 217	E66	30' Electric Easement Columbus and Southern Ohio Electric Company D.B. 2780, P. 676
E33	10' Gas Line Easement Columbia Gas of Ohio, Inc. DB 2818, P. 111		
E34	20' Gas Pipeline Easement Columbia Gas of Ohio, Inc. IN 200907070098433		

REV. BY	DATE	DESCRIPTION
FIELD REVIEW BY:		DATE:
OWNERSHIP VERIFIED BY:		DATE:
DATE COMPLETED:		

PRELIMINARY – NOT FOR CONSTRUCTION



PROPERTY MAP (2 OF 2)

FRA-CR 84-1.36
NORTHEAST GATEWAY

6/68

306
352



Department of Finance

June 2020 Financial Report

Quick Facts

All Funds

<u>06/30/2020</u>	<u>06/30/2020</u>
<u>Cash Balances</u>	<u>Unencumbered</u>
\$29,108,122	Balance
(January 1, 2020 balance: \$30,116,179)	\$20,450,257

General Fund

<u>06/30/2020</u>	<u>06/30/2020</u>
<u>Cash Balance</u>	<u>Unencumbered</u>
\$15,511,271	Balance
(January 1, 2020 balance: \$16,448,581)	\$12,701,750
	(44.32% of prior year expenditures)

Highlights & Trends for June 2020

Income Tax Collections

- Year to Date (YTD) income tax collections are below 2019 YTD income tax collections \$702,784 or -5.17%.
- YTD Income tax collections are below estimates by \$429,992 or -3.23%.
- Refunds issued in June totaled \$127,956 with year to date refunds totaling \$312,231.

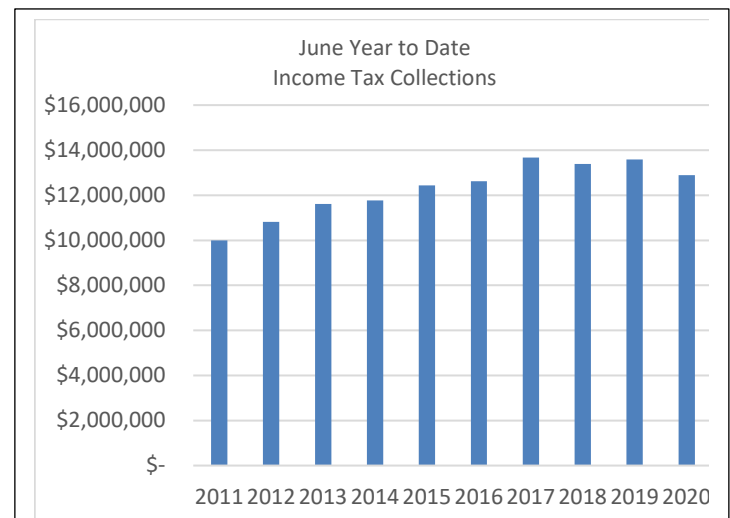
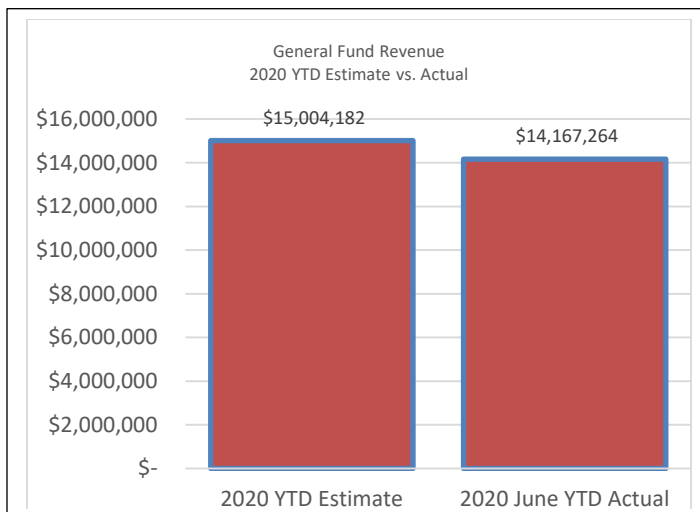
Income Tax Revenue by Account Type

For June of 2020:

Withholding Accounts – 88.92% of collections
Individual Accounts – 7.14% of collections
Net Profit Accounts – 3.94% of collections

For June of 2019:

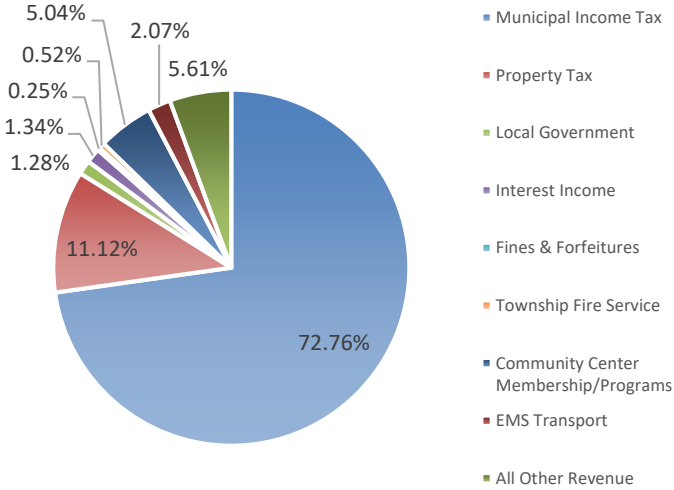
Withholding Accounts – 69.48% of collections
Individual Accounts – 13.88% of collections
Net Profit Accounts – 16.64% of collections



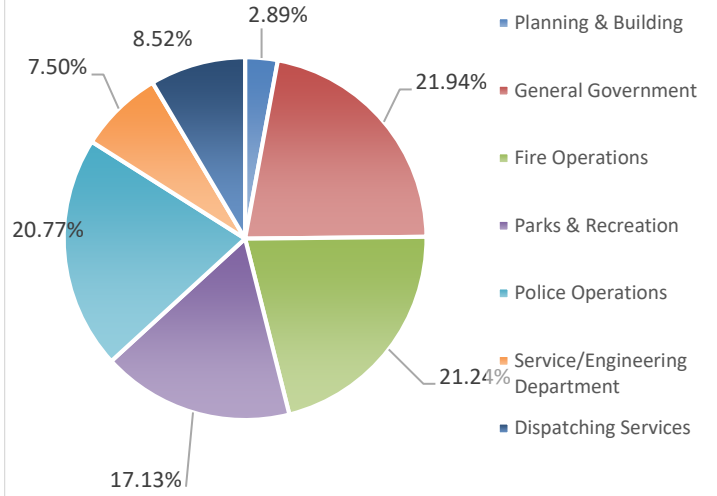


Highlights & Trends for June 2020 (continued)

June 2020 Year to Date
General Fund Revenue



June 2020 Year to Date
General Fund Expenses

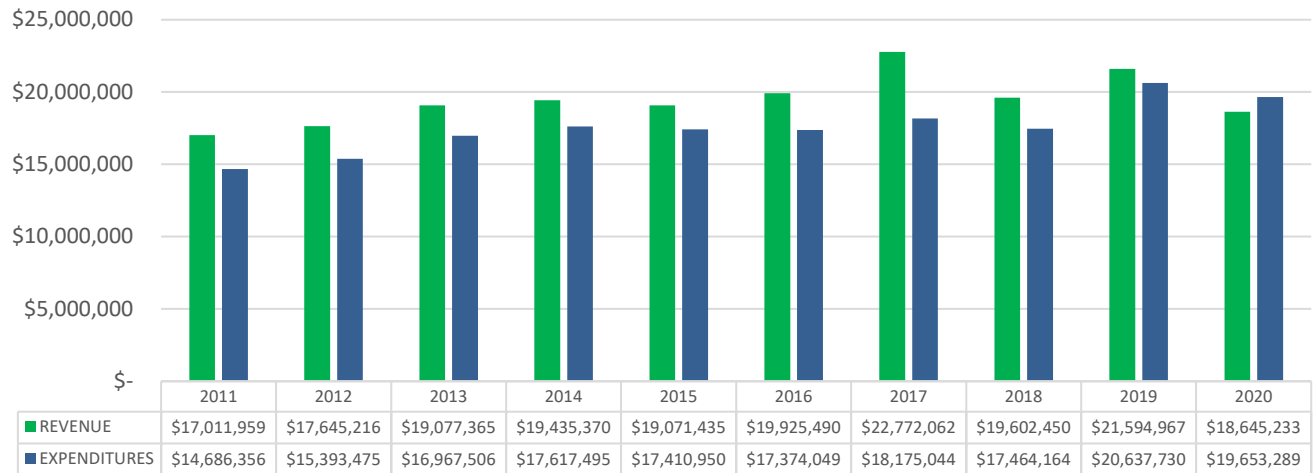


Notable Initiatives & Activities

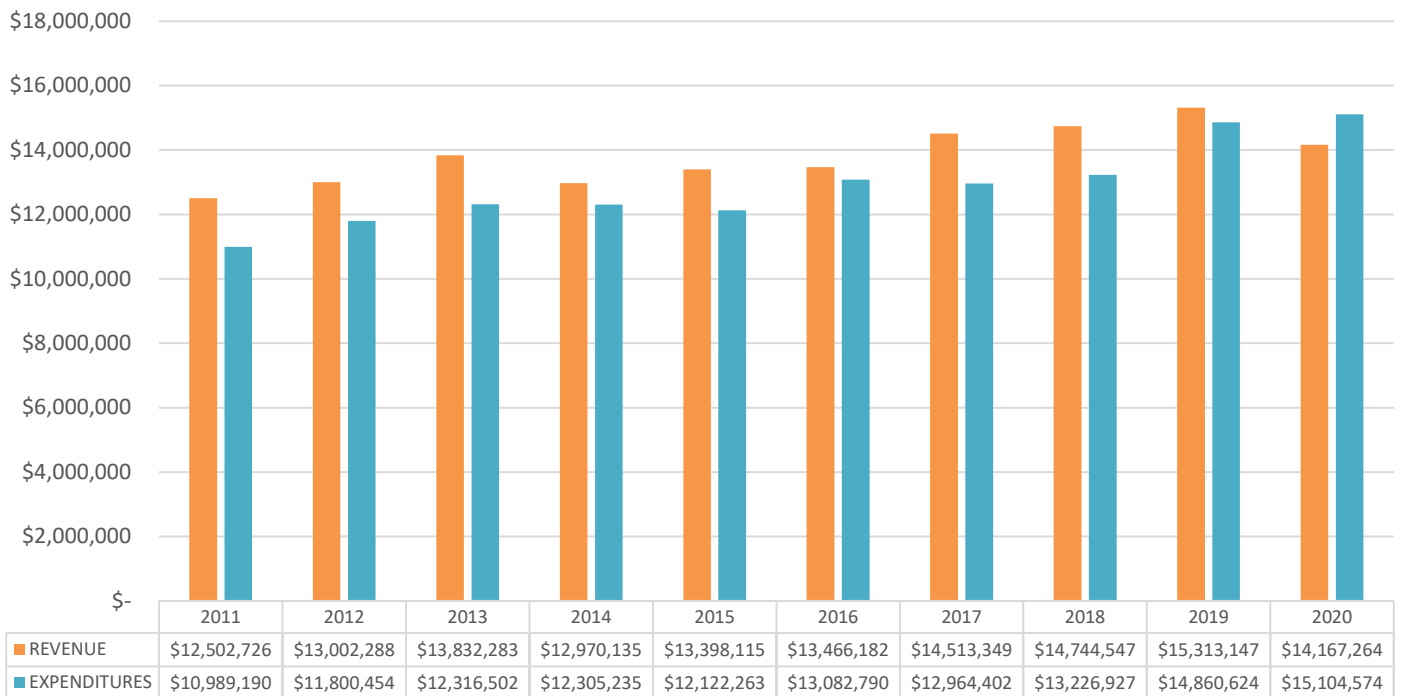


Financial Tracking

June Year to Date
Revenue to Expenditures
All Funds



June Year to Date
General Fund
Cash Position





June 2020 Cash Reconciliation

Total Fund Balances: \$29,108,122.48

Depository Balances:

General Account: \$ 3,673,979.54

Total Bank Balances: \$3,673,979.54

Investment Accounts:

Certificates of Deposit: \$11,714,000.00

Star Ohio/Star Plus 5,452,646.28

Fifth Third MMKT/CDs 7,772,906.66

CF Bank 245,000.00

FC Bank 248,000.00

Total Investment Accounts: \$25,432,552.94

Petty Cash/Change Fund: 1,590.00

Total Treasury Balance as of June 30, 2020 \$29,108,122.48

Total Interest Earnings as of June 30, 2020 \$189,860.74

Average CD Interest Earnings 2.14%

Debt Statement

<u>Issuance</u>	<u>Purpose</u>	<u>Maturity</u>	<u>Rate</u>	<u>Principal Balance</u>
2015	2015 Refunding Bonds	December 2021	1.62%	\$1,550,000.00
2017	2017 Various Purpose Bonds	December 2032	2.21%	\$3,295,000.00
2008	OPWC 0% Loan – ADA Ramps	December 2028	0%	\$ 62,480.40
2015	OPWC 0% Loan – Kenyonbrook	December 2045	0%	\$ 520,893.56
2019	2019 Bond Anticipation Notes	September 2020	1.37%	\$ 4,290,000.00
	Total Principal Debt Balance			\$ 9,718,373.96



**City of Worthington
Fund Summary Report
as of June 30, 2020**

	FUND	<u>1/1/2020 Beginning</u>	<u>Year to Date</u>	<u>Year to Date</u>	<u>6/30/2020</u>	<u>Encumbrances</u>	<u>Unencumbered</u>
		<u>Balance</u>	<u>Actual Revenue</u>	<u>Actual Expenses</u>			<u>Balance</u>
101	General Fund	\$ 16,448,581	\$ 14,167,264	\$ 15,104,574	\$ 15,511,271	\$ 2,809,521	\$ 12,701,750
202	Street M&R	133,146	428,367	426,129	135,384	69,361	\$ 66,023
203	State Highway	34,255	34,732	45,938	23,049	2,181	\$ 20,869
204	Water	87,739	20,366	34,931	73,173	9,246	\$ 63,927
205	Sewer	74,786	18,701	47,886	45,601	10,893	\$ 34,708
210	Convention & Visitor's Bureau F	113,979	2,041	65,800	50,220	-	\$ 50,220
211	27th Pay Fund	250,000	-	-	250,000	-	\$ 250,000
212	Police Pension	279,007	104,373	358,844	24,537	-	\$ 24,537
214	Law Enforcement Trust	68,822	1,992	-	70,814	-	\$ 70,814
215	Municipal MV License Tax	111,127	53,106	-	164,233	-	\$ 164,233
216	Enforcement/Education	51,366	454	-	51,820	-	\$ 51,820
217	Community Technology	-	-	-	-	-	\$ -
218	Court Clerk Computer	232,563	2,712	11,744	223,531	35,716	\$ 187,815
219	Economic Development	441,255	6,750	127,335	320,670	170,755	\$ 149,915
220	FEMA Grant	-	-	-	-	-	\$ -
221	Law Enf CED	15,030	3,000	-	18,030	-	\$ 18,030
224	Parks & Rec Revolving	-	-	-	-	-	\$ -
229	Special Parks	46,249	6,530	609	52,170	9,391	\$ 42,779
253	2003 Bicentennial	74,221	-	-	74,221	-	\$ 74,221
306	Trunk Sewer	375,149	-	-	375,149	-	\$ 375,149
308	Capital Improvements	8,842,550	3,354,902	3,191,072	9,006,380	5,162,375	\$ 3,844,005
313	County Permissive Tax	-	-	-	-	-	\$ -
409	General Bond Retirement	1,183,123	59,140	48,632	1,193,631	276,069	\$ 917,562
410	Special Assessment Bond	278,448	-	-	278,448	-	\$ 278,448
825	Accrued Acreage Benefit	19,226	34,504	-	53,730	17,326	\$ 36,404
830	OBBS	1,840	2,135	2,102	1,872	1,030	\$ 842
838	Petty Cash	1,590	-	-	1,590	-	\$ 1,590
910	Worthington Sta TIF	37,541	-	-	37,541	-	\$ 37,541
920	Worthington Place (The Heights	579,852	96,090	15,614	660,328	-	\$ 660,328
930	933 High St. MPI TIF Fund	113,849	-	-	113,849	17,000	\$ 96,849
935	Downtown Worthington MPI TIF	95,122	129,955	17,442	207,635	40,000	\$ 167,635
940	Worthington Square TIF	28,110	-	-	28,110	27,000	\$ 1,110
945	W Dublin Granville Rd. MPI TIF	10,611	56,639	52,640	14,610	-	\$ 14,610
950	350 W. Wilson Bridge	87,043	44,991	85,508	46,526	-	\$ 46,526
999	PACE Fund	-	16,488	16,488	-	-	\$ -
Total All Funds		\$ 30,116,178	\$ 18,645,233	\$ 19,653,289	\$ 29,108,122	\$ 8,657,866	\$ 20,450,256



**City of Worthington, Ohio
General Fund Overview
as of June 30, 2020**

		2019	2020	2020	2020	2020	2020	Variance				
		Year End	Original	Revised	Y-T-D	June	Variance	as % of				
Revenues		Actual	Budget	Budget	Estimates	Y-T-D Actual	Over/(Under)	Budget				
Municipal Income Tax	1	\$ 21,138,988	\$ 20,872,000	\$ 20,872,000	\$ 10,652,423	\$ 10,308,429	\$ (343,994)	-3.23%				
Property Tax	2	2,934,807	3,079,254	\$ 3,079,254	1,539,627	1,575,981	\$ 36,354	2.36%				
Local Government	*	393,187	350,000	\$ 350,000	175,000	181,961	\$ 6,961	3.98%				
Interest Income	*	567,012	350,000	\$ 350,000	175,000	189,861	\$ 14,861	8.49%				
Fines & Forfeitures	*	127,832	170,000	\$ 170,000	85,000	35,115	\$ (49,885)	-58.69%				
Township Fire Service	2	625,479	499,047	\$ 499,047	249,524	74,196	\$ (175,328)	-70.27%				
Community Center Membership/Progr	*	2,375,332	2,520,680	\$ 2,520,680	1,260,340	714,347	\$ (545,993)	-43.32%				
EMS Transport	*	637,262	700,000	\$ 700,000	350,000	293,114	\$ (56,886)	-16.25%				
All Other Revenue	*	1,635,428	876,488	\$ 876,488	517,269	794,261	\$ 276,992	53.55%				
Total Revenues		\$ 30,435,327	\$ 29,417,469	\$ 29,417,469	\$ 15,004,182	\$ 14,167,264	\$ (836,918)	-5.58%				
Expenditures												
Planning & Building		\$ 719,497	\$ 830,257	\$ 830,257	\$ 415,129	\$ 407,518	\$ (7,610)	98.17%				
General Government		7,153,793	7,047,536	\$ 7,330,036	\$ 3,690,643	3,088,655	\$ (601,988)	83.69%				
Fire Operations		6,375,618	7,196,580	\$ 7,196,580	\$ 3,598,290	2,989,595	\$ (608,695)	83.08%				
Parks & Recreation		5,417,971	6,024,534	\$ 6,379,534	\$ 3,189,767	2,411,160	\$ (778,607)	75.59%				
Police Operations		6,084,229	7,457,595	\$ 7,457,595	\$ 3,728,798	2,924,389	\$ (804,408)	78.43%				
Service/Engineering Department		2,287,699	2,733,964	\$ 2,733,964	\$ 1,366,982	1,056,063	\$ (310,919)	77.26%				
Dispatching Services		-	1,209,500	\$ 1,209,500	\$ 1,199,885	1,199,885	\$ -	100.00%				
Total Expenditures		\$ 28,038,807	\$ 32,499,969	\$ 33,137,469	\$ 17,189,493	\$ 14,077,266	\$ (3,112,227)	81.89%				
Excess of Revenues Over (Under) Expenditures		\$ 2,396,520	\$ (3,082,500)	\$ (3,720,000)	\$ (2,185,311)	\$ 89,998						
Fund Balance at Beginning of Year		\$ 14,667,073	\$ 16,448,580	\$ 16,448,580	\$ 16,448,580	\$ 16,448,580						
Unexpended Appropriations			1,259,559	1,259,559	-	-						1 - Income Tax budget based on individual monthly projections.
Expenditures versus Prior Year Enc		615,013	1,552,068	1,552,068	1,027,308	1,027,308						2 - These revenue budgets are based on semi-annual payments.
												* - All other revenue budgets are spread equally over each month.
General Fund Balance		\$ 16,448,580	\$ 13,073,571	\$ 12,436,071	\$ 13,235,961	\$ 15,511,270						All expenditure budgets are spread equally over each month.



STAFF MEMORANDUM
City Council Meeting – July 13, 2020

Date: July 9, 2020

To: Matthew H. Greeson, City Manager

From: Dan Whited, Director of Service & Engineering

Subject: **Franklin County Natural Hazard Mitigation Plan**

EXECUTIVE SUMMARY

Staff will provide an overview the 2018 update to the Franklin County Natural Hazard Mitigation Plan

BACKGROUND/DESCRIPTION

The Federal Emergency Management Agency requires local communities to adopt a natural hazard mitigation plan as a condition of eligibility to receive federal funds available through their agency. Franklin County Emergency Management and Homeland Security (FCEM&HS) adopted the most recent plan in 2018. The plan was completed by FCEM&HS with a committee of multidisciplinary subject matter experts from across the county and involved engagement by representatives from all 42 jurisdictions. The Natural Hazard Mitigation Plan Update is designed as a guide to local jurisdictions on efforts to mitigate the loss of life and property from natural hazards faced by Franklin County. It contains details on hazards and possible strategies to reduce their impacts.

This plan must be adopted by formal resolution and voted on by City Council to meet applicable legal requirements. The City is not required to take any actions or fund any projects identified in the plan. The plan serves as a guide to mitigation actions, but is not a mandate to act. Adopting the plan assures the City's eligibility to receive federal mitigation funds as they become available. It was recently determined that Worthington had not adopted the most recent plan, so staff will provide an overview of it. City Council adopts the plan by resolution, which can be included on the next Council agenda.

ATTACHMENTS

The full plan contains 288 pages. The first 18 pages of the document are attached. The full plan can be viewed at

<https://www.worthington.org/DocumentCenter/View/6687/Natural-Hazard-Mitigation-Plan---2018>

Franklin County Emergency Management & Homeland Security

5300 Strawberry Farms Boulevard

Columbus, Ohio 43230-1049

Office (614) 794-0213 | Fax (614) 882-3209

www.fcemhs.org



2018 Franklin County Natural Hazard Mitigation Plan FAQ

Q1: What is the Natural Hazard Mitigation Plan (NHMP)?

Created by various stakeholders (local, state, tribal governments, and the public) to describe the risks and vulnerabilities of the natural hazards that impact the jurisdiction. The NHMP outlines short-term and long-term mitigation actions to reduce risk of negative impacts such as loss of life, property, and disruption to livelihoods.

Q2: What is the purpose of a NHMP?

- Increase education and awareness of hazard risks, impacts, and preparedness actions
- Build partnerships across multiple, local, state, tribal governments, organizations, businesses, and the public to increase community resiliency
- Identify and prioritize hazards of highest threat
- Collaborate and create cost-effective short-term and long-term mitigation actions to reduce community risk

Q3. What does an approved NHMP qualify my jurisdiction for?

An approved NHMP, allows the jurisdiction to apply and receive funding through natural hazard mitigation grants.

Natural Hazard Mitigation Grants

- Pre-Disaster Mitigation Grant (PMG)
 - This program awards **planning and project grants and provides opportunities for raising public awareness about reducing future losses before a disaster strikes**. PDM grants are funded annually by Congressional appropriations and are awarded on a nationally competitive basis.
- Flood Mitigation Assistance (FMA)
 - Provides funding to States, Territories, federally-recognized tribes and local communities **for projects and planning that reduces or eliminates long-term risk of flood damage to structures insured under the NFIP**. Funding is appropriated by Congress annually.
- Hazard Mitigation Grant Program (HMGP)
 - Available when authorized under a **Presidential Major Disaster Declaration**, in the areas of the state, tribal lands, or territory requested by the Governor or Tribal Executive.

Q4. What is Community Resiliency and what makes a resilient community?

Communities who proactively sustain themselves in the face of natural hazards or disaster. These communities have the ability to cope and recover fast post-hazard or disaster.

- Proactive investment in mitigation actions and policy decisions to reduce hazard risks
- Communicate and educate risks to the community
- Private and public partnerships



FEMA

Fact Sheet

Federal Insurance and Mitigation Administration

LOCAL HAZARD MITIGATION PLANNING

Hazard Mitigation Planning for Resilient Communities

Disasters can cause loss of life; damage buildings and infrastructure; and have devastating consequences for a community's economic, social, and environmental well-being. Hazard mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. In other words, hazard mitigation keeps natural hazards from becoming natural disasters.

Hazard mitigation is best accomplished when based on a comprehensive, long-term plan developed before a disaster strikes. Mitigation planning is the process used by state, tribal, and local leaders to understand risks from natural hazards and develop long-term strategies that will reduce the impacts of future events on people, property, and the environment.

The Local Mitigation Planning Process

The mitigation plan is a community-driven, living document. The planning process itself is as important as the resulting plan because it encourages communities to integrate mitigation with day-to-day decision making regarding land use planning, floodplain management, site design, and other functions. Mitigation planning includes the following elements:

Public Involvement – Planning creates a way to solicit and consider input from diverse interests, and promotes discussion about creating a safer, more disaster-resilient community. Involving stakeholders is essential to building community-wide support for the plan. In addition to emergency managers, the planning process involves other government agencies, businesses, civic groups, environmental groups, and schools.

Risk Assessment – Mitigation plans identify the natural hazards and risks that can impact a community based on historical experience, estimate the potential frequency and magnitude of disasters, and assess potential losses to life and property. The risk assessment process provides a factual basis for the activities proposed in the mitigation strategy.

Mitigation Strategy – Based on public input, identified risks, and available capabilities, communities develop mitigation goals and objectives as part of a strategy for mitigating hazard-related losses. The strategy is a community's approach for implementing mitigation activities that are cost-effective, technically feasible, and environmentally sound as well as allowing strategic investment of limited resources.

Disaster Mitigation Act of 2000

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended by the Disaster Mitigation Act of 2000, is intended to "reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters."

Under this legislation, state, tribal, and local governments must develop a hazard mitigation plan as a condition for receiving certain types of non-emergency disaster assistance through the Hazard Mitigation Assistance Programs. The regulatory requirements for local hazard mitigation plans can be found at Title 44 Code of Federal Regulations §201.6.

For more information about FEMA's Hazard Mitigation Assistance Grants, visit: www.fema.gov/hazard-mitigation-assistance.

Local Hazard Mitigation Planning

Benefits of Hazard Mitigation

Mitigation is an investment in your community's future safety and sustainability. Mitigation planning helps you take action now, before a disaster, to reduce impacts when a disaster occurs. Hazard mitigation planning helps you think through how you choose to plan, design, and build your community and builds partnerships for risk reduction throughout the community. Consider the critical importance of mitigation to:

- Protect public safety and prevent loss of life and injury.
- Reduce harm to existing and future development.
- Maintain community continuity and strengthen the social connections that are essential for recovery.
- Prevent damage to your community's unique economic, cultural, and environmental assets.
- Minimize operational downtime and accelerate recovery of government and business after disasters.
- Reduce the costs of disaster response and recovery and the exposure to risk for first responders.
- Help accomplish other community objectives, such as capital improvements, infrastructure protection, open space preservation, and economic resiliency.

Having a hazard mitigation plan will increase awareness of hazards, risk, and vulnerabilities; identify actions for risk reduction; focus resources on the greatest risks; communicate priorities to state and federal officials; and increase overall awareness of hazards and risks.

Mitigation Activities for Risk Reduction

Possible mitigation activities may include:



Adoption and enforcement of regulatory tools, including ordinances, regulations, and building codes, to guide and inform land use, development, and redevelopment decisions in areas affected by hazards.



Acquisition or elevation of flood-damaged homes or businesses retrofit public buildings, schools, and critical facilities to withstand extreme wind events or ground shaking from earthquakes.



Creating a buffer area by protecting natural resources, such as floodplains, wetlands, or sensitive habitats. Additional benefits to the community may include improved water quality and recreational opportunities.



Implement outreach programs to educate property owners and the public about risk and about mitigation measures to protect homes and businesses.

Mitigation Plan Implementation & Monitoring

History shows that hazard mitigation planning and the implementation of risk reduction activities can significantly reduce the physical, financial, and emotional losses caused by disasters. Putting the plan into action will be an ongoing process that may include initiating and completing mitigation projects and integrating mitigation strategies into other community plans and programs. Monitoring the plan's implementation helps to ensure it remains relevant as community priorities and development patterns change.

Planning Guidance, Tools, and Resources

FEMA provides a variety of guidance, tools, and resources to help communities develop hazard mitigation plans. These resources and more can be found online at: www.fema.gov/hazard-mitigation-planning-resources.

- [Hazard mitigation planning laws, regulations, and policies](#) guide development of state, local, and tribal FEMA-approved hazard mitigation plans.
- The [Local Mitigation Planning Handbook](#) is the official guide for governments to develop, update, and implement local plans. The Handbook includes guidance, tools, and examples communities can use to develop their plans.
- [Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards](#) provides ideas for mitigation actions.
- Visit www.fema.gov/hazard-mitigation-planning-training for more information on available online and in-person mitigation planning training.

"FEMA's mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards."



FRANKLIN COUNTY
**EMERGENCY MANAGEMENT
& HOMELAND SECURITY**

Franklin County
Emergency Management &
Homeland Security

**2018
NATURAL HAZARD
MITIGATION PLAN**



EXECUTIVE SUMMARY

This plan serves as the official Franklin County Natural Hazard Mitigation Plan for Franklin County and all included jurisdictions. Mitigation planning efforts for Franklin County began in 2005 with the creation of the first Federal Emergency Management Agency approved plan for Franklin County. That plan was formally adopted in 2007. The 2012 version was the first official update to that plan. The 2018 plan represents the most recent version of the mitigation plan for Franklin County.

Franklin County is at risk of damage due to flooding, heavy snow or ice, tornadoes, extreme heat, and other natural hazards. This plan provides a long-term approach to reducing the likelihood that a natural hazard will result in severe damage.

The Risk Assessment for Franklin County, which was first created in 2010 and updated in 2016, was updated again in 2018 during the mitigation plan update process (see **Appendix A. Risk Assessment for Franklin County 2018**). This Mitigation Plan represents the work of residents, business leaders, as well as elected and appointed government officials to develop a blueprint for protecting community assets, preserving the economic viability of the community, and saving lives. Endorsed by FEMA as being in compliance with regulations based on the Disaster Mitigation Act of 2000, the plan will help the County to implement mitigation projects so natural hazards do not result in a natural disasters.

The hazard mitigation planning process consisted of gathering and analyzing data available from various sources including the Risk Assessment for Franklin County. The data show that the hazards most likely to result in costly damages are flooding, tornadoes and high winds, and heavy snow and ice.

The plan recommends a number of public education efforts, continued support for flood mitigation buy-outs, and the examination and the potential modification of planning guidance and other development regulations to ensure the risk of damage to new structures is minimized. Many of these recommendations are highlighted in the Mitigation Action section of the plan.

By adopting this plan, Franklin County government, as well as the cities, villages and townships within commit to working with citizens and business owners to make Franklin County safer.

This project was made possible through a Federal Emergency Management Agency grant provided by DHS: FEMA.

2018 NATURAL HAZARD MITIGATION PLAN

The 2018 NHMP includes the following key updates:

- Historical hazards: Each natural hazard section within this plan documents NCDL-reported hazards.
- County profile: Demographics, social, and economic data, as well as existing and future land use descriptions, are updated to reflect the current status of the county and its jurisdictions.
- Planning description: The new planning team and updated planning process are described and documented.
- Risk assessment: The Risk Assessment for Franklin County, which was first created in 2010 and updated in 2016, was updated again in 2018 during the mitigation plan update process. Karst/Sinkholes, extreme heat, and dam/levee failure were added during the 2018 update process.
- Mitigation: The mitigation section addresses the status of the previous plan's strategies in addition to new mitigation actions.

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2018 NATURAL HAZARD MITIGATION PLAN

INTRODUCTION

The **Franklin County Natural Hazard Mitigation Plan** (NHMP or Plan) was first developed and adopted for implementation by Franklin County, Ohio in 2007. The plan was updated in 2012. This plan must be updated and adopted by all participating jurisdictions every 5 years. The 2018 version represents the most up-to-date version of this plan.

Historical information shows that Franklin County is at risk of damage from a variety of natural hazards: flooding, dam/levee failure, severe winter weather, tornadoes, severe summer storms, extreme heat, earthquake, drought, karst/sinkhole, and invasive species. This plan explains a rigorous analysis of the potential effects of these natural hazards on the structures and infrastructure within Franklin County and proposes measures to reduce the risk of a natural hazard leading to a disaster including property loss, business disruption, or even loss of life.

Most recently, Franklin County has experienced severe winter storms and severe summer storms, but history demonstrates that Franklin County is also susceptible to flooding and damage resulting from high winds or tornadoes. Documented Presidential Disaster Declarations for Franklin County confirm the County's susceptibility to multiple types of natural hazards as seen in Table 1 below. Although it is impossible to predict when these disasters may occur, planning and community cooperation make it possible to minimize the effects of natural disasters.

TABLE 1: PAST PRESIDENTIAL DECLARATIONS OF MAJOR DISASTER IN FRANKLIN COUNTY

Date	Hazard
March 1964	Heavy Rains and Flooding
June 1968	Heavy Rains and Flooding
April 1974	Tornadoes and High Winds
January 1978	Severe Blizzard
June 1989	Severe Storms and Flooding
June 1990	Severe Storms, Tornadoes, and Flooding
August 1992	Severe Storms, Tornadoes, and Flooding
June 1998	Flash Flooding, Flooding, High Winds, and Tornadoes
November 2002	Severe Storms and Tornadoes
March 2003	Ice/Snow Storm
August 2003	Severe Storms, Tornadoes, and Flooding
January 2004	Severe Storms and Landslides
January 2005	Snow Removal and Response
February 2005	Severe Winter Storms, Ice and Mudslides
September 2008	Wind
August 2012	Severe Storms and Straight-line Winds

2018 NATURAL HAZARD MITIGATION PLAN

This plan utilizes a number of different references to provide a thorough analysis of natural hazards in Franklin County. Real estate parcels located in floodplains and floodways were identified by the Franklin County Auditor, repetitive flood loss data in Franklin County was obtained from the Federal Emergency Management Agency (FEMA), and maps were created using the Franklin County Emergency Management & Homeland Security (FCEM&HS) Geographic Information System (GIS). Several regional development plans served as resources, as well as local jurisdiction floodplain management and zoning standard guidelines. Finally, historical information provided by the National Weather Service, Franklin County publications and local library research were included in the final document.

The Risk Assessment for Franklin County serves as the foundation for the hazard and risk data found in this plan (see **Appendix A. Risk Assessment for Franklin County 2018**). This document details the risks faced by Franklin County including detailed histories and impacts.

Purpose of the Plan

As the cost of natural disasters continues to rise, FEMA has implemented programs to identify effective ways to reduce vulnerability from disasters. With FEMA grant assistance, Franklin County has been able to coordinate the creation of natural hazards mitigation plan to assist communities to reduce their risk from natural hazard events. This natural hazards mitigation plan is used to develop strategies for risk reduction and to serve as a guide for all mitigation activities throughout the County.

This plan includes a list of action items developed by the Local Mitigation Core Group to reduce risks from natural hazards through public education and outreach, new and enhanced partnerships and implementation of preventative activities.

Franklin County is a highly urbanized county with a population that exceeds one million people and consists of 15 cities, 9 villages and 17 townships. All Franklin County jurisdictions participated in the development of this plan and are considered throughout.

Although the plan does not establish development requirements, the background information and resources provided in the plan are useful in determining land use strategies in un-developed areas of incorporated and unincorporated parts of Franklin County. All mitigation efforts are local, and the primary responsibility for development and land use policies occurs at the local level.

Adoption of this plan ensures Franklin County and participating jurisdictions continue to remain eligible to apply for and receive Federal mitigation grant funds administered by the State of Ohio on behalf the Federal Emergency Management Agency (FEMA). This plan complies with the requirements set forth in the Disaster Mitigation Act of 2000 and its implementing regulations published in Title 44 of the Code of Federal Regulations (CFR) Section 201.6.

Organization of the Plan

Action Plan Strategies

The initial development of the Franklin County Natural Hazards Mitigation Action Plan was in response to the passage of the Disaster Mitigation Act of 2000 (DMA2K). DMA2K is a federal effort to stem the losses from disasters, reduce future public and private expenditures, and to speed up response and

2018 NATURAL HAZARD MITIGATION PLAN

recovery from disasters. The act establishes a requirement for local governments to prepare a Natural Hazards Mitigation Plan in order to be eligible for mitigation related funding from FEMA.

The Franklin County Natural Hazard Mitigation Plan was developed to serve as a blueprint for coordinating a countywide planning process that promotes participation from a wide variety of organizations, disciplines and representatives of the community, while complying with the DMA2K. The plan identifies the hazards that can occur in the county and our vulnerability to these events.

The plan includes countywide mitigation goals and strategies as well as local jurisdiction based projects. The next phase of mitigation planning will be to continue working with individual local jurisdictions on developing local mitigation strategies and activities, using the ODNR Structure Inventory to continually update the local risk assessments, and coordinate local mitigation strategies with the Franklin County Natural Hazard Mitigation Plan.

Original Plan Development

This plan was originally completed and adopted in 2007 using a countywide approach. Franklin County has 41 separate jurisdictions, made up of cities, villages, and townships and County government. In 1988 all jurisdictions in Franklin County entered into an agreement establishing a countywide emergency management agency as provided for in the Ohio Revised Code Section 5502.26. This agreement states: "...the Franklin County Emergency Management Agency, being hereby established, shall perform the service of coordinating the emergency management activities of Franklin County and the political subdivisions which enter into this agreement..." and "...the (individual jurisdiction name) desires to enter into this agreement with the Franklin County Board of Commissioners and the Chief Executives of the other political subdivisions within Franklin County.

All jurisdictions were invited to participate in plan development and the creation of the mitigation strategy. The original plan included all Franklin County jurisdictions with the exception of the City of Westerville, which was at the time a Project Impact Community. All participating jurisdictions were asked to adopt the plan and all did- including each township that participated. The Franklin County Natural Hazard Mitigation Plan is the result of a collaborative effort between Franklin County citizens, public agencies, the private sector and regional planning representatives.

Update Development

The first update of the Plan began in 2011. Franklin County applied for and received Hazard Mitigation Grant Funding (FY2010) to prepare the FEMA required update of the Franklin County Natural Hazard Mitigation Plan. Work began on this plan update in March of 2011 with the first Core Group Meeting. During the March 2011 Core Group meeting it was decided that a new format would be utilized for greater clarity and organization of the overall Franklin County Natural Hazard Mitigation Plan. The FEMA Mitigation Crosswalk was utilized throughout this planning process to ensure that all of the requirements were met. The plan is formatted in such a way that it follows the Crosswalk to make the State and Federal review process easier.

The City of Westerville had a standalone mitigation plan created in 2007, but was included as part of the Franklin County Natural Hazard Mitigation Plan. Westerville adopted the 2012 plan and is considered part of the Franklin County Natural Hazard Mitigation Plan.

2018 NATURAL HAZARD MITIGATION PLAN

The 2018 Franklin County Natural Hazard Mitigation Plan constitutes the second update. While the format remains mostly consistent with the 2012 plan, the 2018 stand-alone risk assessment for Franklin County was updated to serve not only as the risk assessment for the Franklin County Natural Hazard Mitigation Plan, but all other plans and programs, as well. Emphasis was placed on reducing and eliminating any redundancies between the various documents (see **Appendix A. Risk Assessment for Franklin County 2018**).

Implementation, Monitoring and Evaluation

The Plan Maintenance Section of this document details the process to keep the Franklin County Natural Hazard Mitigation Plan an active document. Plan revision will occur every five years and changes will be made as necessary. Franklin County Emergency Management & Homeland Security (FCEM&HS) will be tasked with overall plan maintenance, and will work with local government and regional planning agencies to incorporate mitigation strategies into future development plans, capital improvement budgets, and building code standards.

Plan Adoption

This Plan represents a comprehensive description of Franklin County's commitment to significantly reduce or eliminate the potential impacts of disasters through planning and mitigation. Adoption by the local governing bodies within the County legitimizes the Plan and authorizes responsible agencies to implement mitigation responsibilities and activities. To be eligible for federal mitigation funding, each participating jurisdiction must adopt the plan. After thorough review, the Franklin County Board of Commissioners adopted the plan on November 27, 2018. Additional adoptions are included in **Appendix H. Participating Jurisdiction Plan Adoption**.

Following Federal review and approval, the participating jurisdictions in this plan intend to formally adopt the plan by Resolution or Ordinance.

Economic Analysis of Mitigation Projects

The Federal Emergency Management Agency's approach to natural hazard mitigation strategies typically involves a benefit/cost analysis. Conducting benefit/cost analysis for a mitigation activity can assist communities to determine whether a project is worth undertaking now to avoid disaster related costs later. Determining the economic feasibility of mitigation projects provides decision-makers with a basis upon which to compare alternative projects.

Public Involvement

FCEM&HS will be responsible for plan maintenance, distribution and public comments. FCEM&HS will continue to include public comments and suggestions into reviews and/or updates of the Natural Hazards Mitigation Plan. This plan will be housed on the FCEM&HS website for download by the public at any time.

Evaluation of the Plan

Plan Outline

To make the plan easier to follow and to have a more comprehensive analysis of each hazard, this updated plan references the **Risk Assessment for Franklin County 2018** that was created by Franklin County Emergency Management and Homeland Security. This document is **Appendix A** to this plan. The

2018 NATURAL HAZARD MITIGATION PLAN

Risk Assessment provides a detailed analysis of each hazard facing Franklin County including history and impacts. It also includes a methodology for prioritizing the risks faced by each hazard.

The sections of this plan are:

- **Introduction:** Identifies the purposes of this plan and the jurisdictions that have participated in plan development.
- **Planning Process:** Summarizes the original planning process as well as the process used to update this plan.
- **Community Profile:** Discusses existing conditions, including development trends and current local government capabilities.
- **Hazard Identification:** Identifies the natural hazards that may affect Franklin County.
- **Summary of Risk Assessment Findings:** Highlights the conclusions of the previous Risk Assessment Sections.
- **Mitigation Goals:** Presents planning principles, mitigation goals, and objectives.
- **Alternative Mitigation Actions:** Explains the status of actions proposed in the previous plan, presents a comprehensive array of possible actions, and explains how actions were evaluated.
- **Proposed Mitigation Actions:** Explains how actions address existing and future development and continued compliance with the National Flood Insurance Program (NFIP), how actions will be incorporated into other plans, and how actions will be implemented.
- **Plan Maintenance:** Explains how mitigation actions will be monitored and how the plan will be evaluated and updated.
- **Sources of Information and Acronyms:** Lists websites, publications, and acronyms used to develop this plan.
- **Appendices:** Include sample plan adoption resolutions, public notices about the planning process, and the survey instruments used by participating jurisdictions.

Jurisdictions Represented in the Plan

This is a multi-jurisdictional hazard mitigation plan. The jurisdictions that participated in the development of this plan are the same jurisdictions that participated in the development of the 2012 version of the plan and adopted it. The 15 cities, 9 villages and 17 townships of Franklin County are represented in this plan. No additional jurisdictions have participated in the development of this plan.

Along with the County government, the following municipalities in Franklin County participated in the mitigation planning process and will adopt this plan and authorize municipal government staff to carry out proposed actions:

Cities:

- Bexley
- Canal Winchester
- Columbus
- Dublin
- Gahanna
- Grandview Heights
- Grove City
- Groveport

- Hilliard
- New Albany
- Reynoldsburg
- Upper Arlington
- Westerville
- Whitehall
- Worthington

Villages:

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- Brice
- Harrisburg
- Lockbourne
- Marble Cliff
- Minerva Park
- Obetz
- Riverlea
- Urbancrest
- Valleyview

Townships:

- Blendon
- Brown
- Clinton
- Franklin

- Jackson
- Jefferson
- Hamilton
- Madison
- Mifflin
- Norwich
- Perry
- Plain
- Pleasant
- Prairie
- Sharon
- Truro
- Washington

Adoption Resolutions

Appendix G. Sample Resolution provides a sample adoption resolution that participating jurisdictions can use to adopt the mitigation plan after FEMA Region V determines that this plan is approved pending adoption. An approvable plan meets planning requirements specified in 44 CFR Section 201.6. A plan is fully approved after it is adopted; signed adoption resolutions will be included in **Appendix H. Participating Jurisdiction Plan Adoption.**

Project Funding

This project was made possible through grant funding provided through the DHS: FEMA and time commitments from members of the Natural Hazards Mitigation Plan Core Group and the staff of Franklin County Emergency Management & Homeland Security.



STAFF MEMORANDUM
City Council Meeting – July 13, 2020

Date: July 9, 2020

To: Matthew H. Greeson, City Manager

From: Robyn Stewart, Assistant City Manager

Subject: **2021 Operating Budget & 2021-2025 Capital Improvements Plan**

EXECUTIVE SUMMARY

This item will include a discussion of significant trends and demands that are anticipated to impact the operating budget and capital plan.

BACKGROUND/DESCRIPTION

This discussion about the operating budget and capital improvements program is being held in advance of the development of the City Manager's proposed 2021 Operating Budget and proposed 2021-2025 Capital Improvements Program. Staff will provide an overview of significant trends and demands that are anticipated to impact the operating budget and capital plan and seek to hold a discussion with City Council regarding important topics to consider in development of the proposed plans.

ATTACHMENTS

Presentation



City Council Discussion 2021 Budget and 2021-2025 CIP

July 13, 2020



Purpose of Discussion

Discuss significant trends and demands related to the City's finances that will impact the operating budget and capital plan

Get input from City Council related to the 2021 Operating Budget & 2021-2025 Capital Improvements Program

Discuss budgeting in time of revenue reduction

Discuss the schedule for City Council consideration of the Budget & CIP



Financial Reporting

- 2019 CAFR Complete
- 2019 Audit Complete
 - Unmodified with no comment
 - Anticipate receiving Auditor of State Award with Distinction.
- 2018 – Certificate of Achievement for Excellence in Financial Reporting (1st year).



Previous 2020 Financial Updates

- January 13: Financial Report
- February 10: Fund Balance Discussion; Financial Report
- March 9: Financial Report
- April 13: Financial Report
- April 20: Financial Impacts of COVID-19
- May 4: 2020 CIP Impacts of COVID-19
- May 11: Financial Report & Operating Expenditure Impacts of COVID-19/Revenue Scenarios
- June 8: Financial Report
- July 13: 2021 Budget Discussion & Financial Report



Recent Events Impacting Budget (Straining)

1. Global Pandemic and resulting economic shutdown.
 - Employer withholding moving forward if “work from home” becomes a trend.
2. Vacancy of former Anthem Building (2018)
3. Demolition of Holiday Inn
4. State mandated uniformity in income tax
5. Health Insurance Costs
6. Overtime



Recent Events Impacting Budget (Benefiting)

1. Development of 350 W. Wilson Bridge Rd.
2. Increase in Gas Tax revenue
3. Bureau of Workers Comp Refunds
4. 2017 Property Tax Reappraisal
5. CARES Act Funds



Events Impacting Budget (Other)

1. Transition of 911 Call Answering to Northwest Regional Emergency Communication Center.
2. Northeast Gateway Project



Actions Taken

1. Utilized fund balance in funds other than the General Fund:
 1. Reduced transfer to Police Pension Fund for two years.
 2. Eliminated the Revolving Fund and move remaining balance into the General Fund.
 3. Utilized Community Technology to fund Council streaming initiative.



Actions Taken

1. No expansion of services. Straight-line non-personnel related budgetary lines.
 1. Over \$425,000 in department budget requests not funded in both 2019 and 2020 budgets.
2. Reduced Staffing
 1. Approximately 10 less full-time employees than in 2002.
 2. Multiple positions have been held open in 2020.
 3. Part-time employees furloughed

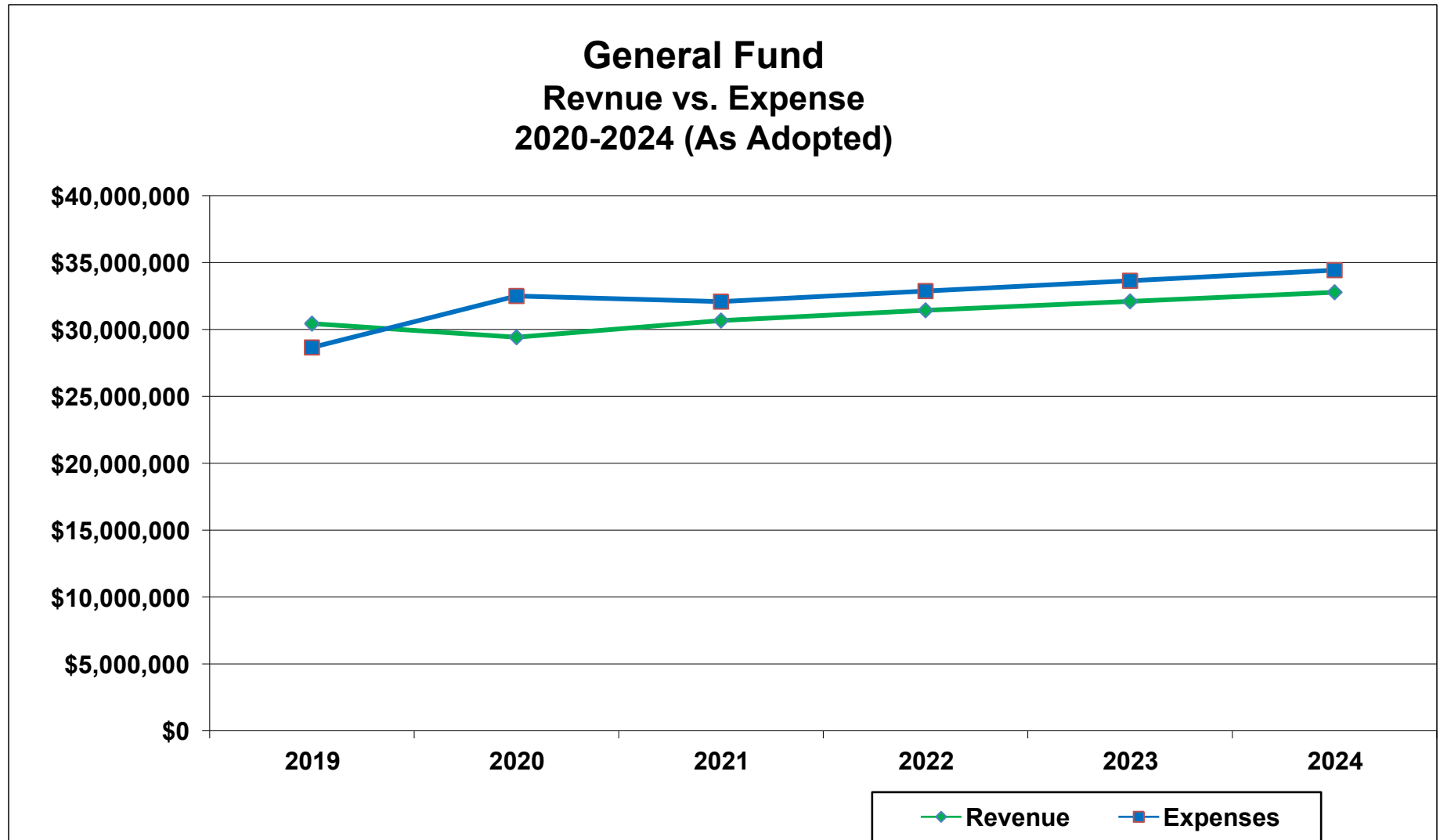


Actions Taken

3. Sought outside funding sources and utilize more debt financing. Recent examples:
 1. Electric Vehicle Charging Stations from a Grant
 2. Northeast Gateway funding
 3. Planned an additional \$10M in capital debt in current CIP.
4. Invested in building improvements that reduce energy usage and operating costs.
5. Taken steps to reduce health insurance costs.



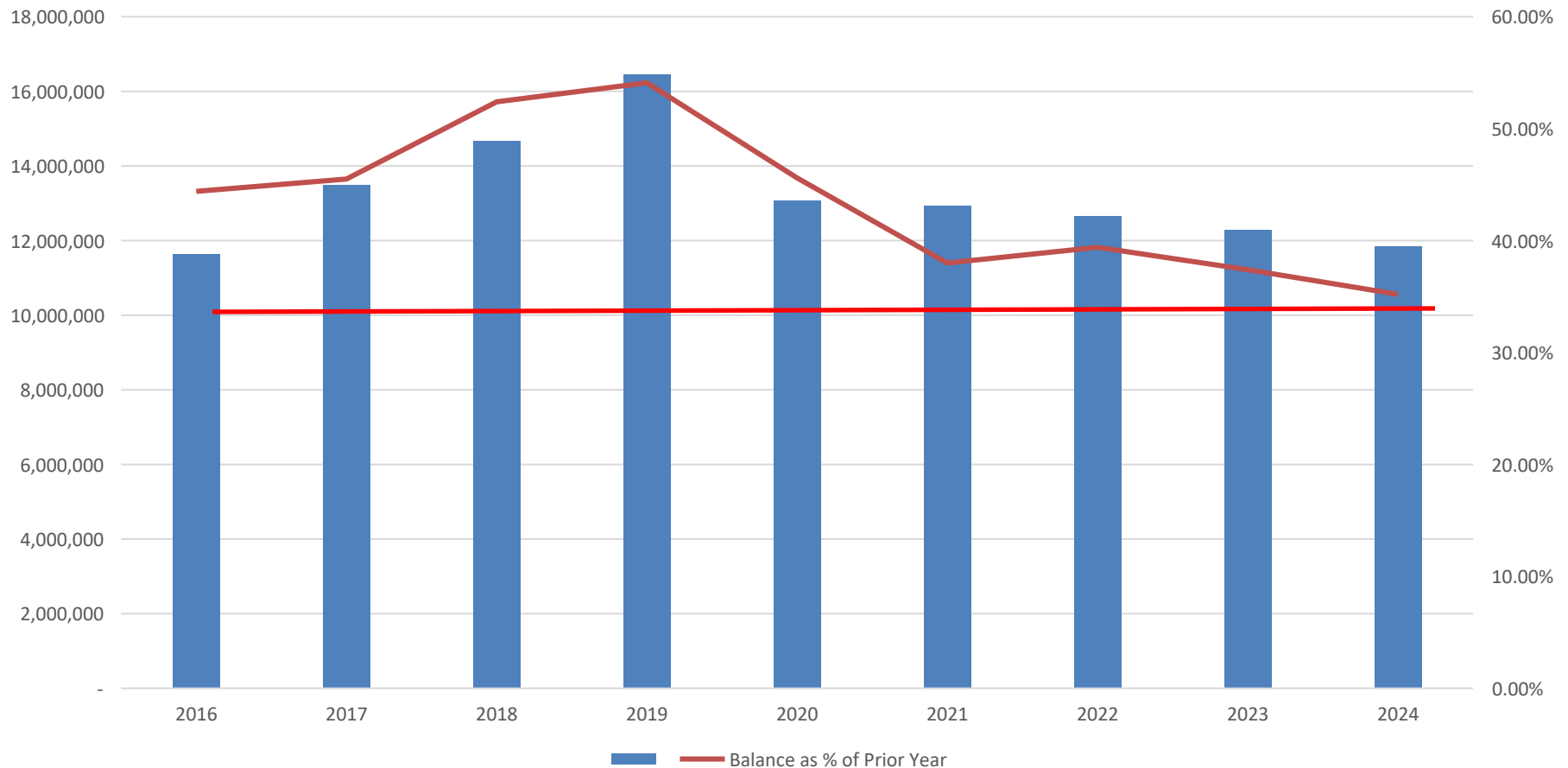
Revenue vs. Expense (As Adopted)





Fund Balance: As Adopted

**General Fund
Fund Balance (As Adopted)
2016-2024**





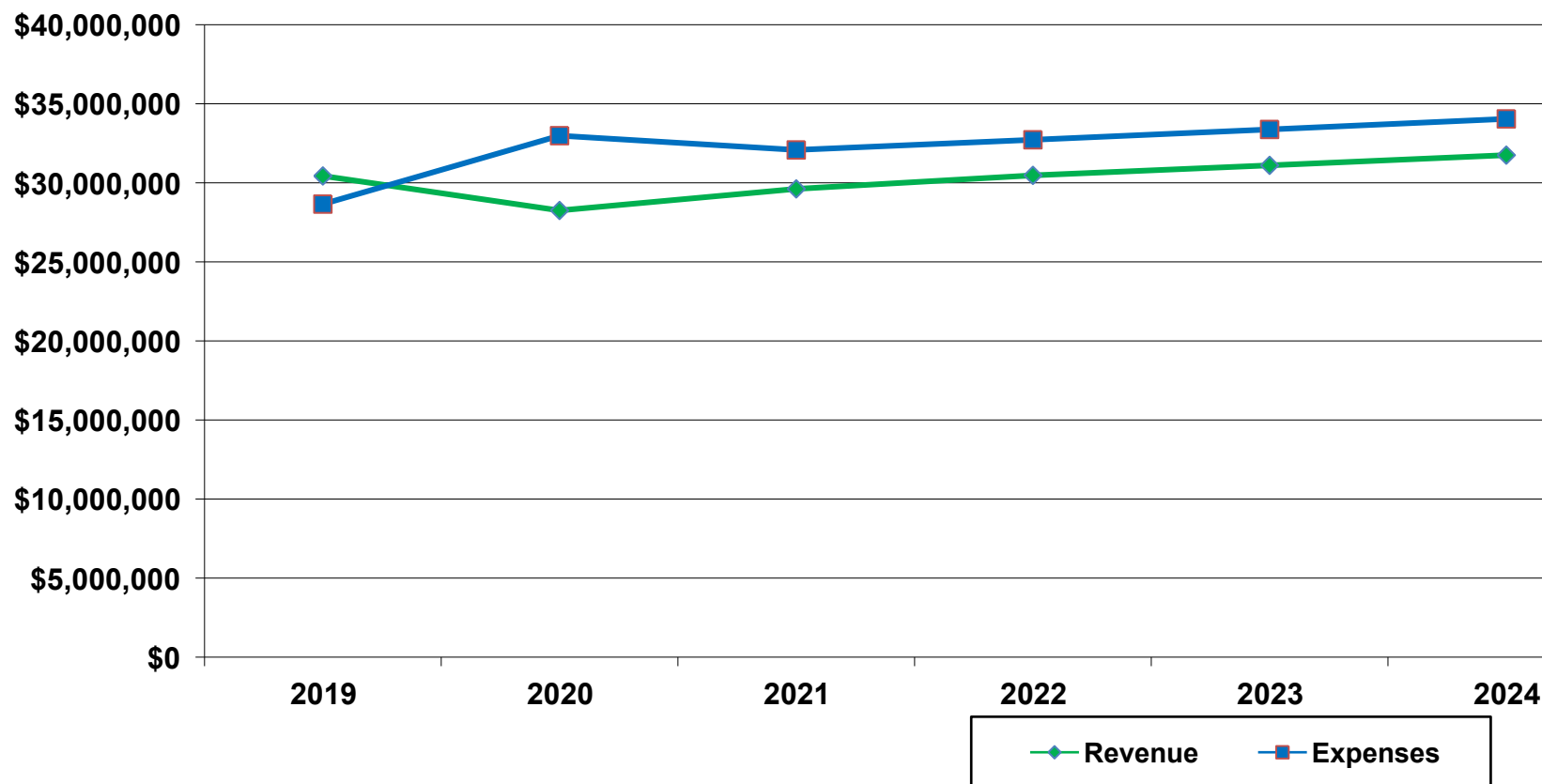
COVID-19

- May discussion of 3 scenarios:
 - RITA Projections (Income Tax down 10%)
 - “Best Case” Scenario (Income Tax down 5%)
 - “Worst Case” Scenario (Income Tax down 20%)
- All scenarios also accounted for losses in Parks and Recreation revenue (20% – 40%)



2020 – 2024: COVID-19 Adjusted

**General Fund
Revenue vs. Expense
2020-2024 COVID-19 Adjusted**





2020-2024 COVID-19 Adjusted – Revenue Assumptions

- Income Tax
 - Finish 2020 down \$1,600,000 or -6% from 2019
 - 2021: 5% increase from 2020
 - 2022: Return to approximately 2019 collection levels
- Parks and Recreation
 - Finish 2020 down \$370,000 or -16% from 2019
 - 2021: Return to 2019 collection levels



2020-2024 COVID-19 Adjusted – Expenditure Assumptions

- 2020 Unexpended Appropriations exceed \$2M
- 2021 Expenditures as developed with the 2020 budget
 - Health Insurance 8% increase
 - 27th Pay in 2021



Fund Balance 2020-2024: COVID-19 Adjusted

**General Fund
Fund Balance (COVID-19 Adjusted)
2016-2024**





Capital Improvements Plan



CIP – Big Picture

Adopted 2020-2024 CIP was very financially constrained

- Income Tax was projected to be flat from 2019 to 2020 while costs were experiencing inflationary increases
- Projects & Equipment purchases were delayed
- Some items were moved from cash to bonds
- Projected a deficit in the 2020 and 2021, utilizing fund balance
- Fund balance level lower than City's target



CIP – Big Picture

- Some 2020 planned expenditures delayed due to economic impacts of COVID-19
 - Community Center Pools Resurfacing
 - Community Center South End Door Replacement
 - Selby Park Playground Replacement
 - Fire Self Contained Breathing Apparatus
 - McCord Park Renovations
- Other projects & equipment reduced in 2020
- Lower revenue projections



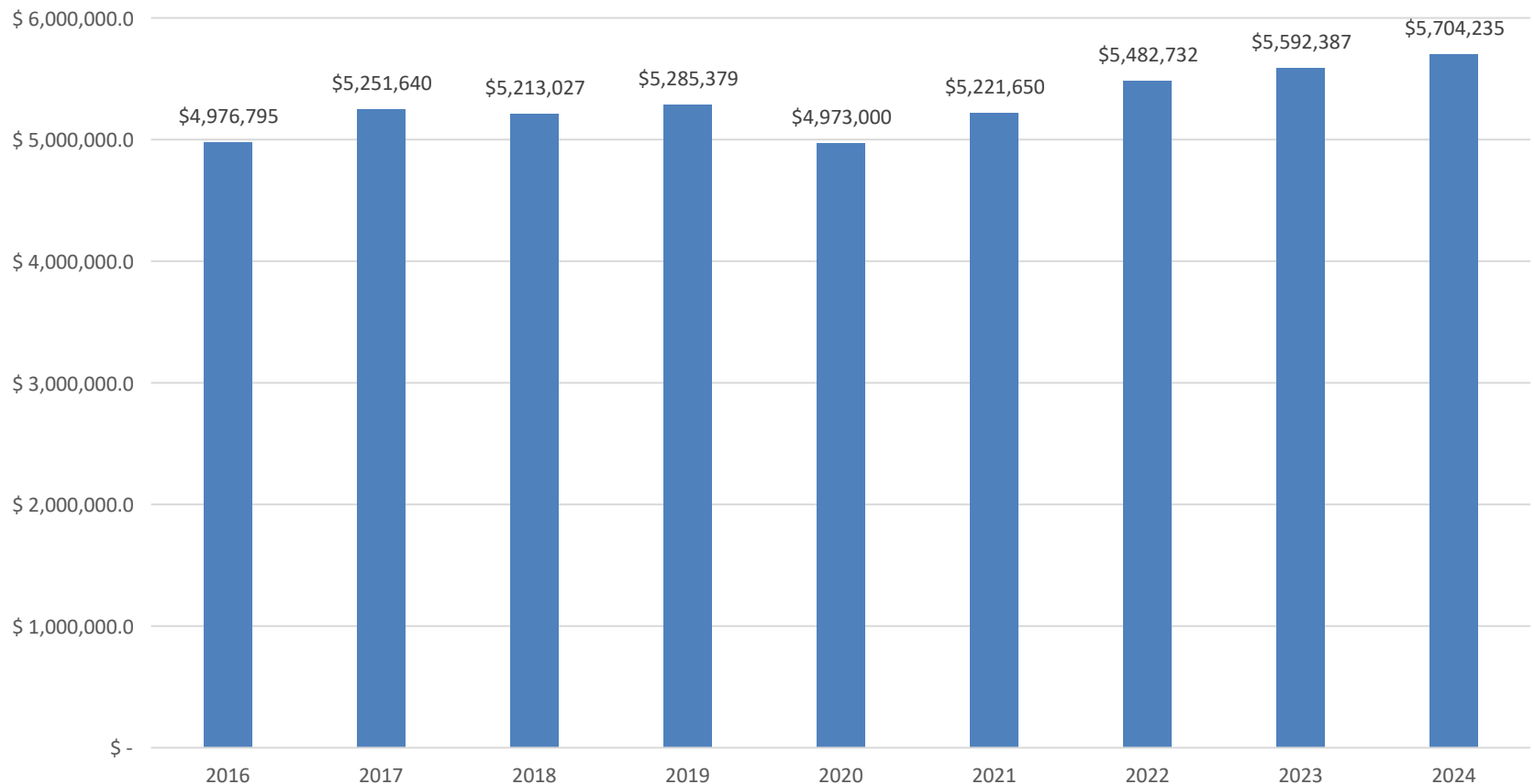
Expenditure Demands - Capital

- Sanitary Sewer Projects
- Waterlines
- City Building Needs
- Parks Master Plan
- McCord Park Renovations
- Bicycle & Pedestrian Master Plan
- Wilson Bridge Road Investments (TIF Funds?)
- Swim Inc
- SR-161 Study Recommendations



Income Tax (COVID-19) - CIP

Income Tax Revenue
Capital Improvements Fund
2016-2024





Strategy for Budgeting with Reduced Revenue

- Ask departments to look for opportunity for further reductions.
- Information utilized to inform budget and CIP development process:
 - Community Vision Process
 - Cost Recovery Analysis
 - Public input from other adopted plans (Bicycle & Pedestrian Plan, Parks Master Plan)
 - Infrastructure studies



Strategy for Budgeting with Reduced Revenue

- Other strategies for consideration:
 - Statistically valid community survey
 - Evaluation of services that could be reduced
 - Evaluation of revenue enhancement strategies
 - Fees (Solid Waste Collection, MMVLT, Fire Protection Services, Water/Sewer, Stormwater)
 - Property Tax
 - Income Tax (credit reduction)
 - Redevelopment/Economic Development
 - Other citizen involvement strategies



Process for Approval

- Potential schedule
 - October 5 – Distribute proposed Budget & CIP
 - October 12 – Overview of Budget & Five –Year Forecast
 - October 19 – Presentation of CIP
 - November 2 & 9 – Department and community groups presentations
 - November 16 – Follow-up with City Council and Introduce 2021 Budget Ordinance
 - December 7 – Public Hearing on 2021 Budget Ordinance