



6550 N. High Street  
Worthington, Ohio 43085

T: 614-436-3100

## Worthington City Council Agenda

Link through: [Worthington.org](http://Worthington.org)  
Our Government – Live Stream

Monday, July 20, 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. Visitor Comments

#### 5. Special Presentation(s)

##### 5.A. Community Visioning Update

*Executive Summary:* Community Visioning Committee Chair Joe Sherman will provide an update on the work of the committee on the Community Visioning initiative.

##### 5.B. Community Relations Commission Report

*Executive Summary:* Commission Chair Eddie Pauline will provide information to Council regarding planned activities, and will also provide some recommendations from the CRC regarding the recent protests

## 6. Approval of the Minutes

- 6.A. Meeting Minutes - July 6, 2020 (Special Meeting)
- 6.B. Meeting Minutes - July 6, 2020
- 6.C. Meeting Minutes - July 13, 2020 (Special Meeting)

Recommendation: Motion

## 7. Public Hearings on Legislation

### 7.A. Ordinance No. 26-2020 Appropriation - Police Body Cameras

Amending Ordinance No. 45-2019 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Law Enforcement Trust Fund.

Executive Summary: This Ordinance appropriates \$55,000 for capital purchases from the Law Enforcement Trust Fund for the purchase of police body cameras.

Recommendation: Approve as Presented

Legislative History: Introduced for Public Hearing on July 6, 2020

### 7.B. Ordinance No. 27-2020 Appropriation - Coronavirus Relief Fund

Amending Ordinance No. 45-2019 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Coronavirus Relief Fund Unappropriated Balance

Executive Summary: This Ordinance appropriates CARES Act funding for expenditures incurred as a result of expenses incurred related to the COVID-19 pandemic.

Recommendation: Motion to Table until September 8, 2020

Legislative History: Introduced for Public Hearing on July 6, 2020

### 7.C. Ordinance No. 28-2020 Bond Anticipation Notes Renewal

Authorizing the Issuance of Notes in the Amount of Not to Exceed \$4,115,000 in Anticipation of the Issuance of Bonds for the Purpose of (I) Designing, Engineering, Constructing and Reconstructing various Sewer Improvements, with related Site Improvements and all necessary appurtenances thereto, (II)

Purchasing and Installing Energy Conservation Measures for the Community Center, (III) Designing, Replacing, Constructing and Installing as Waterline on East Wilson Bridge Road, with related site improvements and all necessary appurtenances thereto, and (IV) Replacing or Improving the Roofs of the Fire Station and the Community Center and all necessary appurtenances thereto, and Retiring Notes previously issued for such Purposes; and Approving Related Matters in connection with the Issuance of the Notes

Executive Summary: This Ordinance authorizes the renewal of bond anticipation notes that mature this year.

Recommendation: Approve as Presented

Legislative History: Introduced for Public Hearing on July 6, 2020

**7.D. Ordinance No. 29-2020 Bond Anticipation Notes - New Issue**

Authorizing the Issuance of Notes in the Amount of Not to Exceed \$1,700,000 in Anticipation of the Issuance of Bonds for the purpose of Designing, Constructiong, Furnishing, and Equipping a Police Building with Related Site Improvements and Appurtenances Thereto; and Approving Related Matters in Connection with the Issuance of the Notes.

Executive Summary: This Ordinance authorizes the issuance of bond anticipation notes for projects scheduled to be bonded in the Capital Improvements Program.

Recommendation: Approve as Presented

Legislative History: Introduced for Public Hearing on July 6, 2020

**7.E. 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: Approve as Presented

Legislative History: Introduced for public hearing on July 13, 2020

## 8. New Legislation to Be Introduced

### 8.A. Resolution No. 34-2020 Natural Hazard Mitigation Plan

Adopting the Franklin County Natural Hazard Mitigation Plan

Executive Summary: The Resolution adopts the 2018 Franklin County Natural Hazard Mitigation Plan

Recommendation: Introduce and Approve as Presented

### 8.B. Resolution No. 35-2020 Joint Economic Development District (JEDD) with Sharon Township

Authorizing the City Manager to Enter into a Joint Economic Development District Contract with Sharon Township Pursuant to Ohio Revised Code Section 715.72.

Executive Summary: This Resolution is intended to meet the requirements under ORC 715.70, seeking City Council's approval of the proposed Joint Economic Development District contract with Sharon Township.

Recommendation: Introduce and Approve as Presented

### 8.C. Resolution No. 36-2020 Worthington Gateway Agreement - Amendment & Restatement

Authorizing the City Manager to Enter into the Amended and Restated Tax Increment Financing Service Agreement and Development Agreement with the Worthington Gateway Property Owners.

Executive Summary: This Resolution authorizes the City Manager to enter into an amended and restated Tax Increment Financing Service Agreement and Development Agreement with He Hari, Inc. for the redevelopment of the property.

Recommendation: Introduce and Approve as Presented

### 8.D. Resolution No. 37-2020 ReBoot Worthington Grant Program

Creating the Policies and Procedures of the ReBOOT Worthington Grant Program to Support Local Businesses in Response to the COVID-19 Pandemic.

Executive Summary: This authorizes the creation the ReBOOT Worthington Grant Program to support small businesses impacted by the Coronavirus Pandemic.

Recommendation: Introduce and Approve as Presented



**8.E. Resolution No. 38-2020** Appointment to Board of Zoning Appeals

Appointing \_\_\_\_\_ to the Board of Zoning Appeals.

Executive Summary: This Resolution makes an appointment to the Board of Zoning Appeals

Recommendation: Introduce, Motion to Amend and Approve

**8.F. Ordinance No. 33-2020** Requirement for Face Coverings (Masks)

To Amend Chapter 767 “Face Coverings” of the Codified Ordinances of the City of Worthington and Declaring an Emergency.

Executive Summary: This Ordinance amends recently enacted Chapter 767 regarding facial coverings.

Recommendation: Introduction and Adoption as Emergency

**9. Reports of City Officials**

**9.A. Policy Item(s)**

9.A.I. New Liquor Permit - Guru Wines

Executive Summary: The Ohio Division of Liquor Control has notified the City of a request for a new D2 liquor permit for Guru Wines

Recommendation: Motion to Not Request a Hearing

**9.B. Discussion Item(s)**

9.B.I. 2021 Operating Budget and 2021-2025 Capital Improvements Program

Executive Summary: This agenda item provides time for additional discussion regarding the 2021 Operating Budget and 2021-2025 CIP since last week's presentation.

**10. Reports of Council Members**

**11. Other**

**12. Executive Session**

**12.A.** To consider the appointment of a public employee or official

**13. Motion to Recess and Adjourn**



**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: July 16, 2020

To: Matthew H. Greeson, City Manager

From: Lori Trego, Personnel Director

Subject: **Community Relations Commission Report**

---

**EXECUTIVE SUMMARY**

Commission Chair Eddie Pauline will provide information to Council regarding planned activities, and will also provide some recommendations from the CRC regarding the recent protests

**BACKGROUND/DESCRIPTION**

The members of the Community Relations Commission have had extensive discussions over the last month (including two special meetings) in an effort to plan for activities and initiatives for the remainder of the year and beyond. The Commission will have three main focus areas – youth, age-friendly and anti-racism.



**Worthington City Council  
Special Meeting Minutes**

Monday, July 6, 2020 ~ 6:45 p.m.

6550 N. High Street  
Worthington, Ohio 43085

---

**CALL TO ORDER – Roll Call, Pledge of Allegiance**

Worthington City Council met remotely in in a Special Session on Monday, July 6, 2020 via Microsoft Teams video conference. Worthington City Council President Michael called the meeting to order at or about 6:45 P.M.

**Roll Call**

**Members Present:** Peter Bucher, Rachael R. Dorothy, Beth Kowalczyk, David Robinson, Douglas K. Smith, and Bonnie D. Michael

**Member(s) Absent:** Scott Myers

**Also present:** Clerk of Council D. Kay Thress

**MOTION** Mr. Robinson made a motion to meet in Executive Session to consider appointments of public officials. The motion was seconded by Mr. Smith.

**The motion carried by the following vote:**

**Yes    6**      Bucher, Dorothy, Kowalczyk, Robinson, Smith, Michael

**No      0**

Council recessed at 6:46 p.m. from the Regular meeting session.

**ADJOURNMENT**

**MOTION** Mr. Dorothy made a motion to return to open session and adjourn the Special Meeting. The motion was seconded by Mr. Bucher.

President Michael declared the meeting adjourned at 7:16 p.m.

---

Clerk of Council

*APPROVED by the City Council, this  
20<sup>th</sup> day of July, 2020.*

---

President of Council



**CITY OF WORTHINGTON**  
**Worthington City Council Minutes**  
July 6, 2020

6550 N. High Street  
Worthington, Ohio 43085

---

**CALL TO ORDER – Roll Call, Pledge of Allegiance**

Worthington City Council met remotely in Regular Session on Monday, July 6, 2020, via Microsoft Teams video conference. President Michael called the meeting to order at or about 7:30 p.m.

**ROLL CALL**

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

**Member(s) Absent:**

**Also present:** City Manager Matt Greeson, Assistant City Manager Robyn Stewart, Law Director Tom Lindsey, Director of Finance Scott Bartter, Director of Service & Engineering Dan Whited, Director of Planning & Building Lee Brown, Director of Parks & Recreation Darren Hurley, Chief of Police Robert Ware, Chief of Fire & EMS Mark Zambito, Clerk of Council D. Kay Thress

**PLEDGE OF ALLEGIANCE**

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

**SPECIAL PRESENTATION**

- Dr. Mysheika Roberts – COVID19-Update

**Ordinance No. 30-2020**

To Enact New Chapter 767 “Face-Coverings” of the Codified Ordinances of the City of Worthington to Require the Wearing of Face Coverings during the COVID-19 Public Health Emergency and Declaring an Emergency.

**Introduced by Mr. Bucher.**

*Mr. Greeson described how COVID-19 remains a very serious matter, particularly here in Franklin County which has seen the virus growing. Like many communities across Central Ohio, we have put before Council a consideration of requiring face coverings. Tonight, we have Dr. Mysheika Roberts who is the head of Columbus Public Health. After Dr. Roberts speaks, he is going to ask Law Director Lindsey to walk through the face coverings ordinance and its various provisions.*

Dr. Mysheika Roberts – Columbus Public Health

Dr. Roberts explained how she is speaking tonight about COVID and how it is impacting our community and has impacted our community since March right here in Franklin County. Since the start of the pandemic there have been 174 cases of COVID-19 diagnosed among Worthington residents and there have been 33 deaths. 32 out of 33 of the deaths occurred in nursing homes, which is an issue we need to think about. The age range of COVID cases are from 7 to 100. 4% of cases are among healthcare workers. To put these numbers in perspective, there are almost 11,000 cases of COVID-19 in Franklin County. Last week the Governor announced a new coding system for rating counties based on the number of cases, the severity of cases, and hospitalization. There are four different categories, levels one through four, color coded as yellow, orange, red, and purple. Level four and purple is the worst. Seven counties were identified as being in the red, and Franklin County was the only county in the state on a watch list because we were close to being purple. After that, she knew we had to do whatever we could here in our community to try to control the spread of this virus. We had been through a stay-at-home order, and nobody wanted to go back to that. In an effort to keep the virus low, and businesses open, she thought it necessary we have a mandatory mask order and the Mayor of Columbus agreed, signing an executive order on Thursday. She immediately called City Manager Greeson and said that she thought Worthington should consider doing the same.

Given the spread of the virus, you have seen other large and small municipalities in Franklin County issue their own mask requirements. We only have a few tools we can use against the virus at this point in time since we do not have a vaccine. One tool is to wear a face covering because it can prevent the spread of the virus to others. We are finding many people in our community are asymptomatic but have the virus. An asymptomatic 30-year old can visit an older or ailing relative, and that person could get COVID-19 and those individuals can be much more vulnerable. It is important we use one of the three tools we have: wearing a face covering, washing your hands, and keeping six feet away from other people. The only other thing we can do is when we are having symptoms consistent with COVID-19, stay at home and stay away from others until we know whether it is COVID. Face masks are one of the greatest tools we have. She realizes they are not always comfortable, but this is an uncomfortable situation we are all in and a face mask is a minor inconvenience to help us through a difficult time.

*Ms. Dorothy stated that she knows we have quite a bit of community spread, and we now have some new testing centers. She asked how people would be able to get access to those new centers. Dr. Roberts replied that Columbus Public Health has been offering testing at their 240 Parsons location for the last four weeks. There are not out of pocket expenses*

*for the patient. All one has to do is call 614-645-1519 and they can connect that person with testing. It is offered Monday through Friday from 9:00am to 4:00pm. They also take walk and drive-ups if necessary. If someone has health insurance, they will ask for that information and bill their insurance. But there will be no out of pocket expense to the individual or individuals. Though the testing is available and readily accessible, this is not something to test for regularly, unless you develop symptoms or have a reason to get tested such as being exposed to someone and you need to know if you have the virus before working in a nursing home, or seeing an at-risk relative. They do not recommend serial testing for the virus. Ms. Dorothy asked if it was true that if someone donates blood, that the Red Cross when doing the regular screening for your bloodwork, will test for COVID-19 antibodies. Dr. Roberts reported that as being correct, the Red Cross is screening for COVID-19 and that is a benefit of giving blood.*

*Mr. Robinson asked if Dr. Roberts could explain the criteria that determine whether a county is in red or purple, and what are the effects of going into purple. Dr. Roberts responded that there are currently seven criteria that the state is using to determine the color status or level status. These criteria include looking at a five-day trend and hospitalization rates of new cases of COVID-19. The other metric they look at is the trend of new cases over a seven-day period. She explained that over the last 12 days, the number of new cases we have had here in the Columbus jurisdiction, has been on average 100 per day. One day we had as many as 229 cases reported. That is higher than what we thought was the peak of this pandemic during the shutdown, which is very concerning. They also look at the number of ER visits with COVID-like symptoms and look at the percentage of cases that are in non-congregate settings, not in a nursing home, jail, or prison. Anything over 50% of their cases that are in a non-congregate setting is a trigger. For the three days following the report that the Governor released, Franklin County was at 90, 80, and 87% of our cases were non-congregate. The reason we did not get to the level purple or four is because our hospitalization rate and ICU bed occupancy did not trigger us to go to that next level, but we are very close. She had a conversation with the Governor this morning where she asked him what the state recommends when going to purple. She asked if he would call for a stay-at-home order, and he said they are working out the details.*

*Ms. Kowalczyk asked if there are settings of locations where many of these cases are occurring. Dr. Roberts replied that the majority of our cases are between the ages of 20 and 39, and they say they do not know where they got the virus from. They did not have a friend or relative with the virus. They are most likely picking up the virus from their daily activities whatever that might be, whether that is going to work, going out to eat, or going to the grocery store.*

*President Michael asked if anything is showing up in particular neighborhoods having higher clusters or certain parts of the City of Worthington having higher clusters. Dr. Roberts explained they have mapped out the county and they can see where the majority of the cases are. There are certain hotspot areas, with a lot of that driven by nursing home cases. There was a lot of disease activity in long-term care facilities due to having a very vulnerable population along with other reasons. Nursing homes were not necessarily accustomed to isolating patients with infectious disease which was a challenge. We see*

*certain neighborhoods particularly in Columbus where we know there is a lot of multigenerational housing. Some of our immigrant community is seeing increased cases. If you want to see more information about the maps posted on the website, you can visit [columbus.gov/coronavirus](http://columbus.gov/coronavirus).*

*Mr. Myers asked Dr. Roberts to give the best argument for why masks work. Dr. Roberts detailed how masks work because they cover your nose and mouth where most of your respiratory droplets come from. You can spray droplets when you are not talking and just from breathing through your nose and mouth. The masks create a barrier so when you are talking or breathing, instead of the particles going out into the air and letting someone else inhale them, or letting them land on a surface, they are now trapped in with the mask and not being released into the environment to expose other people. At the beginning of the pandemic, we all heard you do not need to wear a mask unless you are symptomatic or if you are a healthcare provider. We have learned so much about this virus over the past 4 months, and we have had studies done to show the effectiveness of a mask. They can reduce the spread of the virus by as much as 20% just by having that barrier there so you are not spraying your respiratory droplets out in the air and in the community for others to inhale. Mr. Myers asked if it would be correct to say that using a mask is as much or more for the protection of others than it is for himself. Dr. Roberts agreed that is correct and that it is definitely protecting others.*

*President Michael asked what enforcement mechanisms there are regarding masks. Dr. Roberts explained how in Columbus they have chosen not to use the police to enforce wearing a mask, and that is what she would recommend Worthington do. They are using their public health sanitarians how they use them now. The requirement is to wear a mask when out in public or if they are in an area outside where they cannot guarantee six feet of space between them and someone else. There are exemptions for the Columbus order such as if you are exercising inside or outside, if you have a medical or mental health condition that precludes you from wearing a mask, or for children under six years of age. What they plan to do to make sure people are compliant, is they are going to go into businesses, and if they see multiple customers that are not wearing a mask, they can then cite the business owner. They do not plan to approach or cite individuals. If they see an individual at a crowded location that is not wearing a mask, the intention is to provide education and a mask, but not to cite them. A lot of that has to do with the safety of the public health staff because they are not police. The first citation will always be a warning. If they have to go back and see gross negligence, they will fine the business \$500. The second offense would be a \$1000 fine.*

*Mr. Bucher asked if in Columbus with their ordinance, whether there are customers coming in that refuse to put on a mask or leave, and is that going to be fielded by the Columbus Public Health team or might the police be looped in. Dr. Roberts said that in Columbus, many grocery stores at least have security, whether CPD or private security, and they could assist. They do not want to have arguments over this, and they do not want to have anyone hurt over this. There is clear data that shows wearing a mask is not only good for our health but for our economy. If we can reduce the number of cases in the community, we can get back to some kind of normal economy faster. Mr. Bucher agreed that is the*



*right approach. He then asked if there are potential increases after July 4<sup>th</sup> in the Franklin County area, when would we start seeing confirmed cases or potential increases. Dr. Roberts responded that the incubation period is 2-14 days. After the July 4<sup>th</sup> weekend with opportunities for people to gather and spread the virus among each other, we are going to start seeing more cases in the next five days, and definitely within the next 10 days.*

*Ms. Kowalczyk asked if this mask requirement applies when school starts, and will it apply to students in school. Dr. Roberts said that currently the way it is written in Columbus, the schools are exempt. But in the Governor's guidance to schools, he recommends masks, but that is up to the school district to decide. She has made it clear for the Columbus City Schools that they will need to require masks because the disease burden in Columbus is so high.*

*Mr. Lindsey described how the draft legislation before Council is based off of the working draft that Columbus had on Saturday when he began working on this based on Mr. Greeson's decision to provide something for this meeting rather than waiting until later in the month. We tried to move in a way that would be both appropriate and timely. Our primary consideration was to make sure that we had a mask ordinance that would have the appropriate exceptions to it and the appropriate coverages in terms of who it applies to and addressed the enforcement mechanism. Columbus is planning on doing this not as a criminal enforcement, but as civil enforcement with sanitarians providing warnings and subsequent violations involving a fine, not arrest. This model made sense to both he and Mr. Greeson when looking at how to prepare something. The range of options for communities is limitless in the methods of enforcement. Some have passed resolutions that are merely guidance to the community and others have gone towards making it a criminal offense. Columbus's approach is in the middle with a civil enforcement mechanism. The number of exceptions that exist through the country and these various ordinances vary to different degrees.*

*Worthington contracts with Columbus Public Health for public health services. So, we wanted to make sure that if they were going to be the enforcement agency, we needed to be consistent with Columbus' ordinance, so the starting point for our ordinance was the Columbus draft. We may at some later date feel it appropriate to make additional adjustments if there are changes that Columbus Public Health deems are important for their enforcement effort or otherwise appropriate from a health standpoint as well. This was not an ordinance we had previously had the opportunity to discuss with City Council, so the drafting of it is without the guidance or direction that sometimes we would do through a work session to understand Council's objectives. The model proposed mirrors Columbus and includes two primary requirements, one is to individuals, one is to businesses. Individuals have a requirement to wear a face covering over the nose and mouth when doing various activities, including entering a place of business or waiting in line at a business, or Worthington public facility or building. Also, for public transportation purposes and in certain high-density occupational settings. Workers in long-term care facilities and other healthcare facilities are required to follow the CDC guidance. Any outdoor space where the person is unable to maintain or does not maintain the social distancing at six feet from others, the ordinance requires that you wear a mask*

*in that setting. There are other cities that have only applied their mask requirements to indoor facilities. The other broad category of requirements involves the businesses that Dr. Roberts had previously indicated. That will be the primary mechanism for enforcement through the sanitarian. There are also quite a few exceptions. There are specific provisions that deal with the schools, indicating they are required to follow the regulations by their governing bodies and the Ohio Department of Education. There is also an exception for facilities owned by the federal, state, and county government. If a facility is owned by the state or county and is located in the City of Worthington, it would be exempt from this order and would have to follow the regulations of that state or county government.*

*As indicated by Dr. Roberts, the enforcement would be through Columbus Public Health, and violations for a business are first a warning, second \$500 fine, and subsequent violations would be a fine of \$1,000. For individuals, a first violation would simply be a warning. If somebody was not sure of whether they fell within an exception or required to wear a mask, the enforcement process provides they would be given a warning before any action is taken. Any second or subsequent violation, the ordinance does provide a fine of \$25. This is similar to our Tobacco 21 ordinance, which is also enforced by Columbus Public Health. The appeal process, presumably for a second and subsequent violations, would be handled through the process provided for Columbus Public Health. This ordinance does provide a sunset provision which is subject to further discussion. This will remain in effect until December 31<sup>st</sup> of this year unless either extended, modified, or earlier terminated by a majority vote of City Council. This is drafted as an emergency legislation, so Council will need to take the appropriate vote regarding that, which requires a 6/7 vote. It is set to become effective at 8:00am tomorrow morning consistent with Columbus.*

*Mr. Robinson brought up the provision about being outdoors and his concerns is that the description of others who are not members of their own household might be too narrowly defined. He is thinking about a situation where there might be direct family members who may not be in the household but are direct family members. Another potential scenario would be regarding a personal assistant or healthcare worker that might be helping someone. He wondered if that language might be expanded accordingly. Mr. Lindsey responded that he does not see a problem expanding that. However, he defers to Dr. Roberts as to why they felt household members was the right standard as far as their proposal. Dr. Roberts explained that for the healthcare setting, or health aid helping someone, her thought would be that person should act like a healthcare professional would in someone's home or in a healthcare environment. That means they should always be wearing a face mask even if caring for someone in their home. In this situation, she is imagining it is an older adult or someone likely at high risk for complications. We have to be mindful of household contact and family members. She has told many of her friends as well as the media, it is helpful when you have a group, you have made an agreement to behave in a certain way to protect yourselves.*

*Mr. Robinson asked Mr. Lindsey about businesses and their responsibility in this. He asked whether a business would be in a potential violation if there was a person not in compliance who did not make a transaction of value. He asked would the business be liable for that*

*or would the violation occur at the point when a transaction takes place. Mr. Lindsey explained that the way it is written is to control at the point of transaction where the business is engaging in that direct action. He was not the original drafter of this, so he is not fully aware of the drafter's rationale. When he read the language of the ordinance as prepared and presented, it would not directly expose the business to a violation for somebody simply walking into their store without a mask. That does not prevent the business from telling that individual they are in violation of the requirements for individuals and therefore telling them they need to leave the store or put on a mask. In terms of businesses being held responsible, that would be a point of transaction. Mr. Robinson said that he would think this would enable businesses to be able to inform their clientele that they are unable to transact business if someone is not wearing a face covering. Mr. Lindsey replied that the business has the ability to provide the rules of engagement within their store, similar to the "No Shoes, No Shirt, No Service" kind of provisions.*

*Mr. Myers expressed that he is a little concerned about some of the news feeds that we have seen about the disruption in stores when stores have attempted to possibly over handedly enforce this. He does not want to deputize store clerks to enforce this. As he reads it, if a business fails to enforce the requirement, they can be fined. To him, putting signs up and asking the guests to leave and refusing service is sufficient to constitute enforcement, not forcibly removing that person. Mr. Lindsey explained that the fact a customer refused to leave, does not require the business to do anything. We certainly do not think we ever want those decisions to play out in a confrontational, physical, or threatening manner for either customers or businesses. There are some businesses that aggressively pursue shoplifters, and some do not. He suspects that at some point, people will decide where they do business based on whether they are required to wear a mask. Dr. Roberts expressed that they do not want confrontation that could get ugly. They want the business to do their best to manage it, but not get confrontational, putting their staff at risk. Mr. Myers asked about the ordinance including restaurants, he has a difficult time understanding how to eat dinner with a mask on. Dr. Roberts replied that the ordinance says that someone does not have to wear a mask while eating or drinking. The concept is that someone would wear a mask on entering a restaurant and walking to their table. That person would then take the mask off at their seat. If someone then gets up from the table, they will need to put their mask back on.*

*Ms. Dorothy asked about whether people need to wear a mask when exercising indoors and outdoors. Dr. Roberts replied that exercise is exempt, whether outside or inside.*

*President Michael said that she had a question from a resident who is a doula. That person asked whether women delivering babies have to wear a face mask during labor. Dr. Roberts explained that at a hospital setting, what happens is the hospital staff is wearing a mask and the patients do not have to. Although, she has seen some pictures on social media of moms in delivery wearing a mask.*

*Mr. Bucher asked if there is somebody that is looking to report or notify if the ordinance is not being followed, what are the preferred methods to flag that. Dr. Roberts said for*

*that person to call 614-645-1519 or email them at [coronavirus@columbus.gov](mailto:coronavirus@columbus.gov). Mr. Greeson noted that if someone calls City Hall, we will make sure to get them those numbers and emails to make sure their concerns are routed into the Columbus Public Health system. We will also be sending out information tomorrow.*

*Ms. Kowalczyk explained that it sounds like we may need to revisit this to make a few amendments once we look at the final Columbus order and asked Mr. Lindsey if that was correct. Mr. Lindsey responded that his preference is that this evening if Council is generally in agreement with the broad principle and the bulk of the language, in the interest of getting it enacted and beginning to educate the public about this requirement, that Council take action on the ordinance as presented. We can then work both with Columbus's final version of their ordinance and any additional concerns that Council might have. We will plan to bring it back on the third meeting of the month as a clean-up ordinance.*

*Ms. Thress brought up that Council has received two email since the close of business. The first is from Michael Hock and Elaine Ebright at 1060 Morning street and they are supportive of wearing masks. The second is from Tom Burns at 1006 Kilbourne Drive and he is also in full support of Ordinance 30-2020.*

Ray Schmoll – 335 Pinney Drive

Mr. Schmoll explained that he has had quite a few experiences with this. First off, face masks were the only things that have been proven to really be effective against controlling this virus. The thing about it is everyone is looking at ventilators, blood thinners, steroids. But the most cost-effective method to control this would be face masks. We need everyone to wear them. There are plenty of studies that show the efficiencies of facemasks. He thinks the government made a big mistake in the beginning of the pandemic by not making face masks. He shared how Menards requires face masks, but Lowes does not. It is more comfortable to go shopping in Menards. He is in full support of face masks.

Paul Dorothy – 179 Kenbrook Drive

Mr. Dorothy stated that he is in opposition of this ordinance. He would be fully in support if this was a resolution being passed by the City to strongly suggest the use of masks. We already have a good web presence with the City that could be used to drive that resolution and the message contained within that resolution. To make this an ordinance is the definition of government overreach. Let us start with the claim so far that masks can prevent the spread of the virus to others. He read an excerpt from the World Health Organization's June 2020 memo on the use of masks in the context of COVID-19 explaining how that widespread use of masks in the community setting is not supported by direct side effect evidence. The likely disadvantages of the mask by healthy people includes potential increased risk of self-contamination and touching of the eyes with contaminated hands.

He then explained the difficulties of enforcement that are laid out with this. You literally want citizens turning each other in, which does not lead anywhere good. The stipulation of the government determining when you are too close to other people, essentially outlaws dating. Besides that, how is it the government's business who someone associates with. He heard a lot of equivocation about how this ordinance would be enforced. As the Law Director will tell you, the law says what it says, and it is enforced based on what it says. It allows you to literally go up and ask people for their papers, to determine whether or not they are from the same household. If we are looking to already hurt our struggling businesses, putting the burden on business is brutal. He asked how many small businesses do you know in this community that will survive a couple of thousand dollars in fines. You now have a business owner who has to face down a member of the public or face a thousand dollar fine. This seems to be pushed by Columbus Public Health, the same folks enforcing it, which he assumes are taking a cut of the fines. This smells like the red-light camera scam that was inflicted on a lot of cities, including Columbus. That did not turn out well for us either. We cannot take the road where we are turning our citizens against each other. Where we are taking away civil liberties for unproven things and contradictory language in it.

He encouraged passing a resolution that says very much the same thing. Put it on social media and stand behind it. But do not come down on the citizens with this kind of thing when you cannot even keep the junkies from stealing from our cars. Downgrade it to a resolution so we can have something we can all stand behind together rather than creating something that divides the community and turns people against each other.

*Ms. Thress explained that Mr. Troper sent in a question about whether you must wear a face mask at the community center if this passes. Mr. Lindsey explained that the provision regarding exercise, someone exercising would not need to wear a mask. He spoke with Mr. Hurley and they would be clarifying some of the current signage regarding masks at their facilities.*

#### Cathy Berger – 2191 Snouffer Road

Ms. Berger wanted to reiterate what the gentleman before her said and asked why we are dividing each other against this. Already when you walk into a store without a mask, you get the eyes at you and it is almost like you have leprosy. The data does not show that COVID-19 is a pandemic in Worthington. She looked at the number today and as of July the 3<sup>rd</sup>, there have been 29 death in Worthington with 28 of them in one long-term health facility. Unless you have other data, that is what she is showing as the data for COVID-19. She does not see any justification on it. She has a special needs child. They have been here 29 years. They have been through the Worthington school systems. She feels like it is going to be a great divider. People are not going to be happy. She cannot even breathe in the mask anyways; it feels like she is muzzled. She feels like she has seen too many studies in regard to the negative things that have happened with masks already. Cellulitis on the skin. People have headaches. Lungs are compromised. Her son is special needs and cannot wear a mask because he has to wear an oxygen tank. She does not see why we cannot make it, so our citizens are responsible for themselves.

Shawna Moraille – 385 Riley Avenue

Ms. Moraille said that she wanted to make sure that she spoke publicly about passing this ordinance. She feels strong that it needs to be passed. This is a public health emergency. This is not about dividing the country. It is about basic taking care of yourself and the need to be masked up. The Worthington Resource Pantry and the City of Worthington has masks available for the public. She would encourage folks to take a look at a couple of things and make sure it is aligned and looking at childcare facilities. There may be questions there in the future. Maybe the City of Columbus will clarify and what is going to happen in the school district. She knows this has a clause about deferring to the school district. This covers under six, five-year-olds can be in Kindergarten. She wants to make sure that is covered. She is concerned about religious organizations being exempt. She encourages the City Council to look at that. Many daycare facilities are part of churches in Worthington. It is really important that people mask up and stop with the constant dividing. This is common decency and being aware of our health. If we cannot have a Governor tell us to wear a mask, thank God we have a city Council and health department educating us to make sure we put our best foot forward with this horrible disease.

Tricia Jones – 5704 Foster Avenue

She wanted to express that she is glad to hear that masks are available at the Worthington Resource Pantry, because it is a concern. If we are going to make exemptions for exercising outdoors, she hopes we can make an exemption for children playing in parks. She has seen how important that has been for the emotional wellbeing of her children to play outside.

*President Michael stated that as we look at things over the next two weeks, we can add that to the list to examine.*

Brenda Kinzer – 1133 Macgregor West Avenue

Ms. Kinzer expressed that she thinks masks are very important in our community, especially at the moment. It is important we recognize individually that COVID-19 is disproportionately affecting people of color. Refusing to wear a mask because of eyes at your grocery store and other ridiculous things is a privileged way to look at this. We can all come together and unite, and soon this will all be over.

*Ms. Dorothy asked how long this ordinance might be in effect or how often we will revisit this. President Michael replied that it will be in effect until the Columbus area is down to level one, so there is a definite sunset. Mr. Myers said that he read it to be in effect until December 31<sup>st</sup>. Mr. Lindsey confirmed that it is in effect until December 31<sup>st</sup>. If Council would want, we could include a provision that if we got to Level One or Level Two, it would terminate automatically based on that in addition to the specific time deadline. He picked the end of the year because that is a fixed date but could be sooner or later as Council determines.*

*Mr. Robinson expressed that he is strongly supportive of this ordinance. With that said, he also respects the people that called in and voiced their concerns or criticisms. His thinking about those who say that we are not currently experiencing a pandemic here in Worthington, his response is that is exactly the purpose and goal of this mask wearing ordinance to prevent that from happening. Regarding those who say this infringes upon their civil liberties, it is his understanding that his freedom is properly constrained when it impinges upon your freedom. We established a law that we do not allow individuals to drink alcohol, get drunk, and then get into cars because of the risk they pose to fellow citizens. He views this as analogous to that. We are expecting people to accept infringements upon their own liberties as to not infringe upon others as well.*

**MOTION** Mr. Smith made a motion to pass Ordinance No. 30-2020 as an emergency. The motion was seconded by Mr. Myers.

**There being no additional comments, the clerk called the roll on Ordinance No. 30-2020 as an Emergency. The motion carried by the following vote:**

**Yes 7** Robinson, Dorothy, Smith, Myers, Kowalczyk, Bucher, Michael

**No 0**

**There being no additional comments, the clerk called the roll on Ordinance No. 30-2020. The motion carried by the following vote:**

**Yes 7** Bucher, Robinson, Kowalczyk, Dorothy, Smith, Myers, Michael

**No 0**

**Ordinance No. 30-2020 As an Emergency was thereupon declared duly passed and is recorded in full in the appropriate record book.**

## **VISITOR COMMENTS**

*There were no visitor comments.*

## **APPROVAL OF THE MINUTES**

- Meeting Minutes – June 8, 2020 Community of the Whole Meeting
- Meeting Minutes – June 15, 2020 Regular Meeting

**MOTION** Ms. Dorothy moved, and Mr. Robinson seconded a motion to approve the aforementioned meeting minutes as presented.

**The motion carried unanimously by a voice vote.**

## **PUBLIC HEARINGS ON LEGISLATION**

*President Michael declared public hearings and voting on legislation previously introduced to be in order.*

### **Ordinance No. 25-2020**

Amending Ordinance No. 45-2019 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Costs of the Police Building Roof Construction and all Related Expenses and Determining to Proceed with said Project. (Project No. 697-19)

**The foregoing Ordinance Title was read.**

### **MOTION**

Mr. Bucher made a motion to insert an amount not to exceed Four Hundred Forty Seven Thousand Five Hundred Dollars (\$447,500) in Section 1. and the firm of Kalreuth Roofing and Sheet Metal, Inc. in Section 2. The motion was seconded by Ms. Kowalczyk.

**The motion carried unanimously.**

*Mr. Greeson explained in recent years we have done a lot of lifecycle maintenance for many of our buildings that are older. We have assessed roofs, evaluated energy efficiency retrofit opportunities, and really looked closely at trying to make sure that we are responsible stewards of these assets. In the case of the police station where the Division of Police and Information Technology are housed, we have done a number of things and this is one component of that. We have had a third-party assessment completed of the roof and its condition and evaluated the need for replacement. This is in addition to the indoor air quality concerns and HVAC improvements. Also, as part of the move to the Northwest Center, we have a later agenda item for the vestibule project related to that transition.*

*Mr. Whited described that this is a facility maintenance issue. The existing roof is 30 years old and having leak issues. We had consultants come out to evaluate the roof from several perspectives, one being a thermographic infrared survey allowing us to evaluate not just the roof, but the building envelope, and difficulties with tightness. This project involves replacement of the roof, shoring up as well as repairing some insulation and building envelope issues along the ceiling, the windows, and the building structure itself. This ties in with the HVAC project. This is a maintenance issue to deal with deferred maintenance as well as to supplement what we are doing with the HVAC issue, to make it a safe facility for visitors and employees. The project will take three to four months in concert with the other projects. The lifecycle for the work is a 20 to 30-year life cycle. The roof folks will tell you more like 40 to 50 years, but he would guess we would have 30 if we maintain it well.*



*Ms. Dorothy asked if we are also getting additional insulation in addition to the roof replacement. Mr. Whited replied that we are installing additional insulation and seals on windows and doors. Ms. Dorothy stated that keeping in the air with the air ceiling will help with energy efficiency, but we are also very concerned about the indoor air quality. She asked if there is a separate project, we are doing to address that. Mr. Whited said that is correct, that is not part of this ordinance but is very much related to that and the overall effort to improve the environment within that building. Ms. Dorothy expressed how we heard at the last meeting about how much money we were saving. This is part of that whole same type of improvement where we are maintaining and improving our buildings while saving money, reducing the carbon footprint, making our energy payments less, and making sure we are maintaining resources, and being responsible stewards of the community. She noted one other thing you can do at your own home with the Worthington Energy Savings Program, you can sign up and get a free LED light bulb and outlets. She encouraged people to sign up.*

*Ms. Kowalczyk expressed that this sounds like something we do not want to defer any longer and asked if there is a reason we took so long to do this. Mr. Whited responded that it should not be put off due to the environmental issues within the building as well as the savings that Ms. Dorothy referenced, and the environmental issues. There are a variety of reasons to make it happen. There has been deferred maintenance over time. It took time to put the package of the three projects together because of the structural issues and sealing of the building related to the HVAC.*

*President Michael noted that this is a building that the City purchased but did not build. It was a business use and we purchased it from a business owner. This building is something that we got in the condition that it was in at the time, along with the wear and tear that happens over time.*

*Mr. Myers asked about the process for this project and commented that the more we examined it, there were more issues that we found, impacting the health and safety of persons in the building. Mr. Whited agreed that is absolutely correct. The roof was in the CIP for replacement, and it was accelerated. In order to do the HVAC project, you are putting structure on the roof and you have facilities that need to be structurally sound for supporting them. That required tying those two projects together, so you were not sacrificing qualities with the replacement of the equipment. Mr. Myers asked whether this building houses multiple City departments. Mr. Whited said that it does house multiple departments and meetings from other departments as well.*

*Mr. Bucher asked if someone could explain what these CIP funds were intended for and how this fits into it. There have been a lot of discussion on this item from calls, to emails, to other inquiries. Mr. Greeson explained that 20% of our income tax revenues go to the Capital Improvement Fund and each year, Council amends a five-year Capital Improvement Program that is for facilities, construction, maintenance, and roads, buildings, sewers, waterlines, park improvements, playgrounds, and equipment purchases over a certain threshold.*

*Mr. Robinson stated that he wanted to address his remarks to the persons that have sent in emails questioning this expenditure under the framework of funding or defunding of the police. He wanted to say that he takes that issue very seriously in regard to the issue of funding police and if appropriated funds could be used differently to better achieve safe communities and social justice. He assumed those questions would be part of the conversation and dialogue that we are seeking to establish with some of the protesters. He would like to say that focusing on this roof is not the right place to direct that question. This is about routine maintenance of a public facility. Delaying the work any further could result in greater expenditures later. That is why he is going to vote "Yes" for this expenditure.*

Tricia Jones – 5704 Foster Avenue

Ms. Jones explained that she is hearing and has been listening to everything that Council has been talking about in terms of how this is essential maintenance that needs to be done to preserve the integrity of the building and health of the employees. She appreciates that the police building is apparently used for other City departments as well, so that is nice to learn. She does however think there could be value in the City Council just taking a moment of symbolic action to say, not all of us have showed up to listen to what the protesters have been talking about. Not all of us have taken a moment to stop and say this is really an important moment in history. So maybe tonight, we table this for just one more week and stop and listen. What the young people have taken to the streets to talk about is really that important. So that is why she is going to make that point one more time in this moment with you, with her voice. She thanked Council for listening and she appreciates all the hard work everyone has put into understanding the problem with the police building. But she thinks that it would just serve us so well if we could start researching and understanding what this concept of defunding the police really means. So many activists have done so much work about it. She has a lot more to learn herself. She encourages all of us to learn on that front.

*Ms. Dorothy mentioned that she has read and gotten all of the emails about defunding the police. She thinks it is definitely an appropriate topic to talk about. But she does not think it is a reason to hold up this needed maintenance for this asset that holds a lot of other functions in the community. She does however think what the policies of our police should be a topic for further discussion.*

**There being no additional comments, the clerk called the roll on Ordinance No. 25-2020 (As Amended). The motion carried by the following vote:**

**Yes     7            Kowalczyk, Dorothy, Smith, Myers, Bucher, Robinson, Michael**

**No       0**

**Ordinance No. 25-2020 (As Amended) was thereupon declared duly passed and is recorded in full in the appropriate record book.**

## NEW LEGISLATION TO BE INTRODUCED

### **Resolution No. 30-2020**

Providing for Adoption of the Tax Budget for the Fiscal Year Beginning January 1, 2021.

**Introduced by Mr. Smith.**

### **MOTION**

Mr. Myers made a motion to adopt Resolution No. 30-2020. The motion was seconded by Ms. Dorothy.

*Mr. Bartter detailed how this is an annual housekeeping item. This does not transfer funds or establish budgetary restrictions. It is something we need to submit to the county tax commission by July 20<sup>th</sup>.*

**There being no additional comments, the motion to adopt Resolution No. 30-2020 passed unanimously by a voice vote.**

### **Resolution No. 31-2020**

To Request CARES Act Funding for Expenditures Incurred as a Result of the COVID-19 Pandemic.

**Introduced by Mr. Robinson.**

### **MOTION**

Mr. Bucher made a motion to adopt Resolution No. 31-2020. The motion was seconded by Ms. Kowalczyk.

*Mr. Bartter explained how this is a resolution that is going to say that we are requesting the funding that has been made available through the CARES Act. The estimated amount that we are requesting is approximately \$548,000. Three stipulations turned into pages and pages of guidance and webinars, which are always evolving. The three primary restrictions are that these expenses would be for the use of necessary expenditures incurred due to the public health emergency, costs not account for in the budget as of March 27, 2020, and costs from March 1 through December 30. There has been significant discussion lately, and guidance was issued by the Treasury Department on the payroll related to first responders, which does look like that will be a permissible expense. The funds will go into a separate fund called the "Coronavirus Relief Fund" which he will create. We will be able to move expenses into that fund. We have additional legislation for introduction with the public hearing scheduled for the third meeting in July to appropriate funds. This resolution is required by both the Office of Budgetary Management and the County Auditor before we can receive them. If we pass this tonight, he can submit to both of them and have the fund hopefully by next week.*

*Ms. Kowalczyk commented that she was surprised how limited the ability to use these funds are right now. She hopes that we do get the expanded interpretation. It is her understanding that the funds if not used revert back to the county and can then revert back to the state and the federal government. Mr. Bartter said that is correct, but he is seeing we will be able to use the funds for Division of Fire payroll. We will more than use these*

*dollars with that expense. It would be his recommendation to use them for that. These will be heavily audited in 2021. He would like to keep the usage to just one or two uses if possible, which is why fire payroll is a perfect use. As we have the public hearing on the appropriation ordinance, we can discuss how Council would like to see fund utilized. Ms. Kowalczyk said that she believes that is appropriate. She knows there are some discussions in municipalities about supporting efforts in the community to provide face coverings or other kinds of PPE. That makes sense to her for covering the Division of Fire expenses.*

*Ms. Dorothy asked about whether this is the maximum we can get and if we will then have to account for qualified expenses. Mr. Barter explained that we will receive the full amount and we have to expense against it. If we do not have it encumbered by October 15<sup>th</sup>, we have to return it. If it is not spent by the 30<sup>th</sup> of December, we have to return it. We have \$140,000 in biweekly payroll for emergency responders, which will eat it up quickly. Ms. Kowalczyk asked if there is additional state funding that has been held back until they determine whether there is more flexibility in the future. Mr. Bartter replied that he had not heard that. Maybe if there is a second round of CARES Act funding, the county will redistribute what has been returned to them as one possible way that could happen. Ms. Kowalczyk said that she believes it was in legislation at the state level that held money, and they would not distribute it until they got further flexibility with another federal act. So they distributed some of it, but not all of it.*

**There being no additional comments, the motion to adopt Resolution No. 31-2020 passed unanimously by a voice vote.**

**Resolution No. 32-2020**

A Resolution Requesting the Director of the Ohio Department of Transportation to Proceed with the Construction of the Northeast Gateway Intersection Improvement Project (FRA-CR84-1.36, PID 95516) and Agreeing to Pay the City's Share of the Cost of the Project. (Project No. 602-14).

**Introduced by Mr. Smith.**

**MOTION**

Mr. Myers made a motion to adopt Resolution No. 32-2020. The motion was seconded by Ms. Dorothy.

*Mr. Greeson explained that this is one of the most important pieces of legislation that authorizes the most important transportation infrastructure project in a long time in Worthington.*

*Mr. Whited added that this kind of locks us into the payment of our share of the funds.*

*Mr. Bartter detailed how this is interesting in that we are not going to have to submit the funds ahead of time that are being reimbursed by the Ohio Public Works Commission, only our portion, which is the \$213,000. That is good from a cash flow perspective. We do not have to submit the full \$2 million for reimbursement. Council has already passed both the*

*agreement to enter into an agreement with ODOT and the appropriation ordinance is one more piece ODOT is requiring.*

**There being no additional comments, the motion to adopt Resolution No. 32-2020 passed unanimously by a voice vote.**

**Resolution No. 33-2020**

To Authorize the City Manager to Execute a Contract with R.W. Setterlin Building Company for the Construction of a Public Improvement at the Police Building.

**Introduced by Mr. Robinson.**

**MOTION**

Mr. Bucher made a motion to adopt Resolution No. 33-2020. The motion was seconded by Ms. Kowalczyk.

*Mr. Greeson said that amidst all the things going on, staff is managing a transition of the 911 Dispatch Center to the Northwest Regional Emergency Communication Center, that also dispatches Dublin, Hilliard, and Upper Arlington. That transition is why we have planned this police vestibule improvement.*

*Ms. Stewart explained to Council that they may recall that the transition to the Northwest Center resulted in the need to do some modification to the entryway of the police building. The primary focus of the work is to create a vestibule so when people arrive at the police building, wanting to interact with police, fire, or EMS, they would have an opportunity to come into a vestibule area, pick up a phone and communicate with them. Up to this point, they have been able to come into the building. With the movement out of those operations, we need to modify the entryway to create an opportunity for people who come to a police station for assistance to access that assistance by communicating with the dispatching center, which will now be remotely located. Time is of the essence with this project. Fire and EMS services transition tomorrow and by early September, the police dispatching will be transferred. We have two months to complete the work.*

*Ms. Dorothy said she is a little bit confused as to how the public will use this space. She asked for a description of what happens if someone gets out of their car and tries to get into the building. Ms. Stewart replied that we will create a second set of doors, creating a vestibule area where the outside door is unlocked, and the inside door is locked when administrative staff is not in the building. It creates a secured space where there will be a phone available to pickup to talk with the Northwest Center to get the assistance needed. We are also installing a camera so if somebody cannot communicate, dispatchers can see what is happening and determine what assistance is needed. Mr. Greeson noted that what Ms. Stewart describes is for normal operations, during COVID-19 we have restricted access to both the police station and fire station to ensure we are protecting first responders from COVID-19 exposure.*

*Mr. Bucher asked for a discussion about where this is funded from, noting that it appears to be from appropriations from 2019 rather than the Capital Fund. Ms. Stewart explained that we appropriated the funds associated with the transition of the dispatching center all at one time, including the building modifications and costs related to software and equipment that needed to be purchased. Mr. Bucher echoed the sentiments that Mr. Robinson shared for the previous police appropriation. We have a lot of noise and outreach going on from people not wanting us to move forward on this appropriation. Given the timing necessitating this, he intends to support it. He emphasized that he believes this in no way means we are not dedicated to the discussion on how to take action going forward. The people that have spoken up are valued and being heard.*

**There being no additional comments, the motion to adopt Resolution No. 33-2020 passed unanimously by a voice vote.**

*Ms. Dorothy asked about emails that had been sent in and whether they should be read into the record.*

**MOTION** Mr. Myers made a motion to include attach emails that have been received prior to the meeting on the matter of the vestibule and related improvements and the transition of the 911 center be included and made a part of these proceedings. The motion was seconded by Ms. Kowalczyk.

**The motion carried unanimously by a voice vote.**

**Ordinance No. 26-2020** Amending Ordinance No. 45-2019 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Law Enforcement Trust Fund.

**Introduced by Mr. Smith.**

**Ordinance No. 27-2020** Amending Ordinance No. 45-2019 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Coronavirus Relief Fund Unappropriated Balance

**Introduced by Mr. Myers.**

**Ordinance No. 28-2020** Authorizing the Issuance of Notes in the Amount of Not to Exceed \$4,115,000 in Anticipation of the Issuance of Bonds for the Purpose of (I) Designing, Engineering, Constructing and Reconstructing various Sewer Improvements, with related Site Improvements and all necessary appurtenances thereto, (II) Purchasing and Installing Energy

Conservation Measures for the Community Center, (III) Designing, Replacing, Constructing and Installing as Waterline on East Wilson Bridge Road, with related site improvements and all necessary appurtenances thereto, and (IV) Replacing or Improving the Roofs of the Fire Station and the Community Center and all necessary appurtenances thereto, and Retiring Notes previously issued for such Purposes; and Approving Related Matters in connection with the Issuance of the Notes

**Introduced by Ms. Dorothy.**

**Ordinance No. 29-2020**

Authorizing the Issuance of Notes in the Amount of Not to Exceed \$1,700,000 in Anticipation of the Issuance of Bonds for the purpose of Designing, Constructing, Furnishing, and Equipping a Police Building with Related Site Improvements and Appurtenances Thereto; and Approving Related Matters in Connection with the Issuance of the Notes.

**Introduced by Mr. Robinson.**

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

**REPORTS OF CITY OFFICIALS**

*There were no reports from City officials.*

**REPORT OF COUNCIL MEMBERS**

*Mr. Bucher asked if he could highlight the ordinance to potentially appropriate funds for the police body cameras. It got a lot of interest and questions over the past few days. He wanted to say that this coming up again on the July 20<sup>th</sup> meeting for people who are interested in commenting and weighing in on that. He asked if Mr. Bartter could explain more about the Law Enforcement Trust Fund. Mr. Bartter detailed how the Law Enforcement Trust Fund is not an often-used fund. It receives proceeds from the sale of contraband and can be used for purposes as determined by the Police Chief to further investigate cases. The actual cost for body cameras was estimated to be \$58,000. There is \$5,000 currently appropriated with the adoption of the original budget ordinance. This would add the \$55,000 for a total appropriation of \$60,000, covering the body cameras for five years including service and maintenance.*

*Ms. Kowalczyk echoed what folks are saying about how we want to have more discussion about what our budget priorities are for the next year, and body cameras will be the first thing we can talk about in that context. She knows she has gotten questions on the effectiveness and policies that are necessary which she hopes we can discuss further. She hopes there will be rich discussion going forward in terms of where we stand on these policies.*

*Ms. Dorothy explained how she does think we need to spend some more time discussing our priorities for Council. We unfortunately missed our priority setting, but we do have Vision Worthington which everyone is using to express their opinions. She is so happy we have more people engaging in our public meetings. It is critical we use as many communication avenues as we can. It is important we engage with all our community. She encouraged people to go to [VisionWorthington.org](http://VisionWorthington.org).*

*Mr. Robinson expressed it is an honor to serve the community of Worthington and he appreciates all the thoughts and comments he has received.*

*President Michael thanked all the additional participation we have had and the dedication of councilmembers to work together to move forward in the community and bring the community closer. She applauded everyone trying to reach out, and to listen and hear what members of the community need.*

## **EXECUTIVE SESSION**

## **ADJOURNMENT**

**MOTION**                      Mr. Bucher moved, Ms. Kowalczyk seconded a motion to adjourn.

President Michael declared the meeting adjourned at 9:50 p.m.

---

Management Assistant

*APPROVED by the City Council, this  
20<sup>th</sup> day of July, 2020.*

---

Council President



**E-Mails – Police Funding**

Kathryn Campbell-Kibler [kathrynck@gmail.com](mailto:kathrynck@gmail.com)

Sun 7/5/2020 9:36 PM

Delaying approval for police funding

Hello council,

I'm writing in response to your recent Resolution recognizing the impacts of racism. It's heartening to see Worthington take a clear stand on a pressing national issue. As I'm sure you're aware, a key demand of the movement for Black lives is the shifting of public funds away from police towards positive social services. This call is rooted in the intuitive and research-backed idea that societies function better and more safely for everyone when they prioritize supporting members and ensuring that their needs are met. It is also rooted in the knowledge that our policing systems are embedded in racism, and especially anti-Blackness. This is not a statement about the feelings or beliefs of any individual, but an acknowledgement that systems grow from their history.

A full discussion of exactly where and how policing funds might be better spent will take some time. I ask that you refrain from approving the planned appropriations until that discussion can be held, regarding how Worthington plans to implement its commitment to recognizing the impacts of racism.

Thank you for your time,

Kathryn Campbell-Kibler

---

Mollie Gladden [mollie0845@gmail.com](mailto:mollie0845@gmail.com)

Mon 7/6/2020 3:06 AM

Defund the Police

Hello,

Firstly, this is not a *personal attack* towards any members on city council. This email makes no assumptions about individuals' knowledge. This is an address to the community as a whole through addressing city council.

Before I get into this, please make the Worthington website more accessible if that is within your jurisdiction. Finding a consolidated list of council member's emails should be easy (even though it is just [first.last@worthington.org](mailto:first.last@worthington.org), which I'm well aware of, though one might assume Pete's email is pete and not peter). Hyperlinks are not always accessible for the disabled community if they just want to be able to read what your email is and not just click on a link to open their automatic email browser (which may not be the email they want to use). For the non-disabled community, it's just inconvenient to have multiple different windows opening to send you all an email. But I digress...

Many people seem to be calling for body cameras, but to that idea, I reject it. A simple google search on "body camera failures" or other versions of those words will tell you why. I do not mean to undermine others' opinions, but I think that those who advocate for body cameras have a slight misunderstanding of how body cameras have been inefficient. I also reject the idea of any more "trainings" that address individualist harm. More about that below...

**I am in favor of defunding the police.** Defund, disarm, divest. Invest in the community and *actual* preventative measures (and preventative meaning at the actual root cause-- not preventive as in put more cops everywhere to catch when crimes are committed. It means to prevent people from even having the desire or need to commit crime in the first place, which is by meeting their basic needs and also adequate mental and physical healthcare).

Police do not need more rules to break, they do not need expensive body cameras to turn off or expensive trainings to ignore.

Please postpone/table (or get rid of altogether...) the discussion of giving more funding to the police while we are in the streets calling for DEfunding of the police. Put your money where your mouth is.

Do not miss the "system" and "institutional" parts of systemic and institutional racism. It seems that many will acknowledge that the system is the issue, yet take individualist approaches within the same exact system that they deem corrupt as solutions... Systemic racism doesn't mean that everyone's a racist and needs implicit bias training, it means that even if ALL individuals believed they aren't racist, that the systems and processes in the US and around the world directly and intentionally contribute to the oppression of BIPOC. Some companies and institutions cannot commit to being "anti-racist" without ceasing to exist, even if they do all the individualist work and reforms of their mindsets that being an "anti-racist" entails.

Defund, Disarm, Divest.

[https://drive.google.com/file/d/1VHfF-1Kcb7T1qd\\_fQXsrX8i3lpiR6gIO/view?usp=sharing](https://drive.google.com/file/d/1VHfF-1Kcb7T1qd_fQXsrX8i3lpiR6gIO/view?usp=sharing)

<https://www.8toabolition.com/> Please take the time to read EVERY point on this website, including the introductory page which outlines why reforms like 8 Can't Wait are HARMFUL not helpful to communities.

[http://aworldwithoutpolice.org/wp-content/uploads/2016/09/AWorldWithoutPolice\\_Color.pdf](http://aworldwithoutpolice.org/wp-content/uploads/2016/09/AWorldWithoutPolice_Color.pdf)

[https://static1.squarespace.com/static/59ead8f9692ebee25b72f17f/t/5b65cd58758d46d34254f22c/1533398363539/CR\\_NoCops\\_reform\\_vs\\_abolition\\_CRside.pdf](https://static1.squarespace.com/static/59ead8f9692ebee25b72f17f/t/5b65cd58758d46d34254f22c/1533398363539/CR_NoCops_reform_vs_abolition_CRside.pdf) This PDF highlights reformist reforms (not helpful!) vs non-reformist reforms (HELPFUL). Please do adequate research on abolition, whether you like it or not, so that you can have an

informed opinion. Adequate does not mean only what I send to you in this email- these readings are a starting point- it means consistently being in the loop with abolitionists (and not just people that co-opt the movement) and their demands, as well as being familiar with the works of activists like Angela Davis and Ruth Wilson Gilmore.

<http://criticalresistance.org/about/not-so-common-language/>

<https://transformharm.org/>

Please stop reading White Fragility and calling it a day and ending your education there.

<https://envs.ucsc.edu/internships/internship-readings/freire-pedagogy-of-the-oppressed.pdf>

[https://www.feministes-radicales.org/wp-content/uploads/2010/11/Angela-Davis-Are\\_Prisons\\_Obsolete.pdf](https://www.feministes-radicales.org/wp-content/uploads/2010/11/Angela-Davis-Are_Prisons_Obsolete.pdf)

<https://www.docdroid.net/rfDRFWv/freedom-is-a-constant-struggle-pdf>

A concerned citizen,  
Mollie Gladden.

---

Stephanie Harless [skharless@gmail.com](mailto:skharless@gmail.com)

Mon 7/6/2020 11:55 AM

July 7 2020 City Council Meeting: Request to postpone the discussion on body cameras

Dear City Council,

I have been encouraged by the conversations around race, diversity, and inclusion in Worthington over the last several months. Seeing young people protesting peacefully downtown, looking for a change in their community rather than looking to leave is inspiring to say the least.

For this reason, I'm asking you to please postpone the discussion of police body cameras until a more comprehensive evaluation of what the future of policing in Worthington could look like.

Worthington is currently going through their Visioning Process and what a great opportunity this could be to sit down and create a vision for what policing could be. The protestors are calling to defund the police. Let's engage with that conversation, a conversation that's happening on the national level--this will help us take steps to care for ALL of the citizens of Worthington. Yes, the main goal of defunding the police is to alleviate the disproportionate engagement of police and BIPOC, but it also calls for funding community support and programs such as providing social workers for individuals in crisis, which align with our vision for an inclusive Worthington community.

A change like this can't be addressed by something like body cameras, which are not proven to reduce use of force. Rather, it comes through strategic, research-based best practices that places like Minneapolis are now evaluating. We can be a leader in this space, but it will take some hard work and difficult conversations. Postponing the discussion on police spending this evening in favor of a resolution to discuss more comprehensive changes will go a long way in signalling your intentions to listen to the protestors and the national conversation at large.

Thank you,

Stephanie Harless  
6895 Haymore Ave. W.

---

Sarah Lucas [smlucas5255@gmail.com](mailto:smlucas5255@gmail.com)  
Mon 7/6/2020 12:03 PM  
City Council Meeting 7/6 Thoughts

To whom it may concern:

My name is Sarah Lucas and I am a Clintonville/ resident but I work in Worthington. I wish to enter testimony for the city council meeting today, July 6th.

I have opinions on the following issues:

- Ordinance 030-2020 - I support this ordinance. Face masks dramatically help stop the spread of disease and in this pandemic, it is necessary for our government to require people to wear them in public to protect everyone as much as possible.
- Ordinance 26-2020 - I do not support this ordinance. Research shows that body cameras work FOR cops, not for citizens. It seems intuitive that body cams would protect citizens, but it is at police discretion on when & how to use body cameras. See this [article](#) for more information. Worthington City Council should take more active steps to address police violence and structural racism, such as:
- 1) making it illegal for the police department to hire officers who previously were fired or resigned due to serious misconduct or excessive force 2) creating a community oversight board with power to pass dept policies, fire officers & the police chief, select the candidates for police chief, and investigate misconduct, 3) restricting the police union contract from interfering with police accountability and banning all police union contracts from having language affecting misconduct investigations, discipline & records.

I would love to see Worthington City Council take more of these steps.

Thank you for your time,

Sarah Lucas  
140 E Royal Forest Blvd  
Columbus, OH 43214  
330-410-4445

Sarah Lucas  
[smlucas5255@gmail.com](mailto:smlucas5255@gmail.com)

---

Lesley Saeed [Lesley@etruetech.com](mailto:Lesley@etruetech.com)

Mon 7/6/2020 2:15 PM

Please read during our council's discussion of police funding and issues

Good Morning,

My family has resided in Worthington for 41 years. I grew up on Howard Ave. in Old Worthington and have lived for the past 14 years in the home my family built in Worthington Estates East on Northhigh Dr. I have always been proud to live in a community that values education, history, and respect for others but I am very concerned that our city needs to make changes to reflect current understanding of the injustices of systemic racism in policing.

As you know, in the wake of the killing of George Floyd many communities around the country have been considering reallocating some of the funds that are currently being used by law enforcement for other, security related, community needs and for educational needs. This has unfortunately been termed "defunding," although I believe that most of us recognize that it is not a call to eliminate all spending on police, but a desire to utilize tax money more thoughtfully. An example of this is to hire professionals that are trained to do tasks that police are often asked to do which should fall outside of their job description. These are tasks they are not adequately trained to perform, such as dealing with people who have mental illness or cognitive issues.

Furthermore, many Americans are concerned with the build up in police departments of equipment that was originally created for use by our military, not for use in situations with American civilians. I'm sure that you are also aware that this military equipment is currently being used by police in their interactions with citizens who are exercising their First Amendment right to protest government actions with which they disagree. It is even being used at public vigils for victims of police brutality such as the violin vigil for Eliza McClain held in Aurora on June 25, 2020. In that particular instance, police used pepper spray on the gathering of musicians, including children.

Use of chemical weapons on protesters is unethical and unjustifiable. It further demonstrates a need to reform law enforcement in this country. Legislation that limits their access to military equipment and chemical agents, including tear gas, needs to be prioritized. Tear gas, specifically, was banned by the Geneva Convention in 1925. According to the [United Nations website](#): the United States reserved the right to use

riot control agents in few circumstances; when controlling rioting prisoners of war, in rescue missions, or in situations where civilians are being used to mask or shield attacks and dispersing them would help avoid casualties. None of these protocols relate to using tear gas and pepper spray on unarmed civilians during demonstrations. Furthermore, it is obvious that these chemical agents are being used only on protesters whose political views morally implicate police. For example, during recent protests of Covid protective measures, protesters came to public and government buildings carrying guns and were still not met with the violence and chemical agents deployed by police against those protesting law enforcement practices.

Over the last decades we have all born witness to many videos showing murders of unarmed civilians by police. The conscience of many Americans has been stirred by these videos, which causes many of us to demand of our representatives that you make changes to the way our police force is selected, trained, equipped and funded. The fact that African Americans, who comprise only 13% of the population, account for half of those killed by police, illustrates the grotesque racism of our current system.

As with other departments across our nation, Worthington Police will need to make changes. This means that Robert Ware will need to examine the numerical data that has already been collected that reveals differences in how people of color are policed in our community. He will need to respond in an effective and moral way to the events of June 20 when a driver pushed a protesting student with his vehicle and used a racial slur. And, to support the progress that is needed, he will need to admit that there is also an issue in Worthington police force with systemic racism. Those of us who have been demonstrating will continue to do so and to insist that he and our entire police department make changes that serve *everyone* in our community better.

I ask that our City Council investigate ways to reallocate a portion of the money which currently goes to police equipment and salaries toward hiring professionals trained to work with those who have mental illness and special needs and that the money spent on the SRO who is present in our high schools be utilized instead to help our schools fund educational costs that have increased due to covid. In an earlier email, I provided a link to the NAACP research document that demonstrates how SROs contribute to the "school-to-prison" pipeline. Please review this, along with research on the lack of effectiveness of SROs in preventing school shootings, to help you determine if we need to be paying a law enforcement officer \$93,000/year to handle discipline issues that were always handled by school administrators before.

Sincerely,

Lesley Saeed

---

Susan Gladden [susan@sginteriors.org](mailto:susan@sginteriors.org)  
Mon 7/6/2020 2:18 PM  
7/6/20 City Council Meeting

Dear Worthington City Council,

I am aware that there is a city council meeting this evening and that on the agenda are several items related to the appropriation of funds to WPD. I understand that the roof repair is necessary, but respectfully ask that Council consider tabling the expenditure for the vestibule upgrade as well as the purchase of body cameras at this time. I am in favor of defunding the police in some way and reallocating those resources into programs that help support and strengthen our community. I am in conversation with others and we are working to have a clearer understanding and consensus of what defunding could mean for Worthington. Furthermore, much of the research around use of police body cameras is mixed and does not seem to support the reduction of use of force.

Respectfully,  
Susan Gladden  
Worthington Resident

**Susan Gladden**  
Owner, Interior Designer

**susan gladden interiors, llc**  
2690 W. Dublin-Granville Rd. Columbus, Ohio 43235  
614.975.5739  
email [susan@sginteriors.org](mailto:susan@sginteriors.org)  
website [www.sginteriors.org](http://www.sginteriors.org)

---

Pranav Jani [pranavjani@gmail.com](mailto:pranavjani@gmail.com)  
Mon 7/6/2020 2:25 PM  
Ongoing protests and police funding

Dear City Council members,

I'm writing to share my thoughts on the recent protests led by students and alums at both TWHS and WKHS, and to ask you to table any further funds going to the police department until the city takes seriously the demands to defund the police, emerging from this historic, national movement.

I'm writing as a parent in the Worthington school systems since I moved to the district in 2005, as a supporter of and participant in the protests, here and in Columbus, as a professor at Ohio State who studies race and ethnicity, and as a person of color with personal experience of living in our white-majority neighborhood.

The youth are passionate about change in society and are expressing the best legacies of the struggles for justice in this country. However, I hear criticism of their strategies -- including taking to the streets and costing taxpayers -- rather than real engagement with their demands. We forget that the legacy we supposedly value, that of the civil rights movement, was actually built on direct action. We as a city need to engage with the demands of getting armed police out of schools, and condemning the acts of repression by the Columbus PD, which is very much part of the Worthington universe.

To pass such a huge spending package on police right now would be a further slap in the face. I understand that many believe body cameras are the solution, but so many articles and experiences tell us that any mechanism in which the police are in charge of their own surveillance and assessment fails when it comes to safety for Black and Brown people.

There is a movement ongoing that promises to be transformative. It needs real engagement, not lip service. Defunding police and rethinking safety for all of us, not just white residents, is central to taking on the demands of the racial justice movement today.

Sincerely  
Dr. Pranav Jani  
1224 Drumbarton Court  
Columbus OH 43235

---

Courtney Cooke [courtneylynncooke@gmail.com](mailto:courtneylynncooke@gmail.com)  
Mon 7/6/2020 3:10 PM  
Worthington City Council Meeting Jul 6, 2020

Dear Worthington City Council Members,

As a resident of Worthington, my purpose for this email is to address two issues that are on the agenda for the meeting this evening: spending on the police department and the mask mandate.

1. I appreciate the Resolution Recognizing the Impacts of Racism... that was recently passed, and think it is a necessary first step towards addressing systemic racism in our community. However, I also think that an appropriate follow-up action is to invest time and resources into understanding the demands of protestors, what it means to "defund the police," and options for other public safety/support models before spending over \$2 million on the police department. Those who call to defund the police are asking for a reallocation of all or a portion of funds to create/sustain social, economic, and educational services and supports for the community. Our society asks too much of our police departments; officers are not required to be licensed social workers or mental-health workers, so why are they required to respond to crises that would otherwise fall under those categories? In addition, there are deeply rooted connections between how policing works in the United States and systemic racism; we cannot continue to operate as if this link does not exist. I call on City Council, in the whole spirit of the Resolution



Recognizing the Impacts of Racism, to table the vote in regards to spending on body cameras and improvements to the police department's buildings, until further research into our community's needs and options can be done.

2. Thank you for recommending to introduce and approve as emergency the ordinance to require face coverings in public. The current research certainly supports this decision and I hope that it is approved in order to protect the health of those who live and work in Worthington.

Thank you,  
Courtney Cooke

---

Jill Ritchey [jritche1@csc.edu](mailto:jritche1@csc.edu)  
Mon 7/6/2020 4:43 PM  
Public comments for July 6<sup>th</sup> City Council meeting

Dear City Council members –

Thank you for allowing me to express my concern regarding the police handling of protestors, which conforms to tonight's agenda (budget - including the police). The spectacle of police presence (sheriffs, townships) and city trucks for major detours for a small peaceful protest seemed more about creating spectacle than protecting the right of dissent. In addition, taking pictures of protestors' license plates was invasive. What is it our police are here to protect? Seemingly not our First Amendment Rights. This outrageous demonstration from the police cost our community in more ways than in overtime...it cost us our trust. I was also disheartened on this date (June 27<sup>th</sup>, 2020) by Chief Ware's response to protestors. Given a meeting devoted to this matter (racist policing) at a June 8<sup>th</sup> meeting where Resolution No. 27-2020 had been discussed, he seemed ill-equipped to "recognize" the problem; institutional racism, whereby policing has been the tip of this spear.

In my estimation, the overarching demand from the protestors is to defund the police; a direct measure to counter racism. Although it seems counter-intuitive to request NO BODY CAMS, I urge citizens to read this article <https://truthout.org/articles/police-violence-body-cams-are-no-solution/> before approving \$55,000.00. Ending Racial Profiling; ending policing (criminalizing race) as we know it, is what needs to happen. Our young protestors have done the research and have found that Worthington's racial profiling exists at about the same degree as it occurs nationwide. Body cams did not help Eric Garner. Purportedly it works in favor of police (body cam footage - from then Portsmouth Chief Ware – exonerates wrongdoing of police) <https://www.youtube.com/watch?v=waRXYupoxxY>. Our young research-protestors have found that police have much discretion about things other than appropriate use of force in the field, for instance, designating hate crimes. It seems that Body Cams will also be just another expensive tool for police to use at their discretion, and it is concerning, particularly since police are not resisting this form of accountability.

In a related matter, I would ask that the Worthington police not support CPD in its brutal response to protestors.

Questions:

How does the police chief or budget manager decide how to set the annual police budget? What are the metrics to help predict their needs? Are they based on the # of stops made? Are all 911 calls considered legitimate? Does responding to a call or a minor traffic violation always escalate into a Terry v. Ohio search? And if so, does this add to your “quota” to count toward budget needs? Is the spectacle created for protestors, really incentive to earn overtime or add to the budget needs?

Thank you for your time and your service,

Jill A Ritchey, MA, MSN, RN  
Assistant Professor  
Pronouns/She, Her, Hers  
Columbus State Community College  
Union 535  
614-287-2214

---

Tyler Moore [moore\\_43085@yahoo.com](mailto:moore_43085@yahoo.com)  
Mon 7/6/2020 4:51 PM  
July 6<sup>th</sup> Council Meeting

Worthington City Council,

I have been a Worthington resident for 27 years. I am a TWHS grad, a Worthington business owner, and an employee of another Worthington business. It is my understanding that the Worthington City Council meeting being held this evening, Monday July 6th, will address several expenditures for the Worthington Police Department. As I have read the proposed projects and understand their purpose and need, I am compelled nonetheless to suggest tabling these expenses.

It is not that I feel the requests are extravagant or wasteful. It is not that I find the Worthington Police Department somehow unworthy of our support or investment. In fact, I prefer at this time not to address my thoughts on extravagance or worthiness altogether.

My concern at this time, both literally and in a larger sense, is that our country, our state, and more importantly the Greater Columbus Area is strongly discussing Police Funding as a whole, specifically under the heading of De-Funding. Despite the fact that most of the proposed expenses are for building maintenance and not for equipment, it is my

opinion that discussing or approving Police Department spending is insensitive, if not distasteful, given the national circumstances.

It is not my intention to make the Worthington Police Department feel degraded or unsupported, though I imagine that can't be helped to some degree. I would hope, instead, that you, the Worthington City Council, as well as the WPD, understands and is sensitive to the movement that is happening, as mentioned, nationally as well as locally. We do not live in isolation. Suburbs, cities, townships, are all observing one another to see how we as a greater collective will handle the issues of today. Let's not reason away our actions by saying "well, it's only a roof, not ammo". Let's not dismiss the concerns or struggles of our neighbors in Columbus by saying "well, we don't have a problem here in Worthington". Their problems could be our problems and we would want their support in our time of distress.

I apologize for any melodrama this appeal contains. I will re-state my primary point; I encourage you all to table the discussion or approval of any expenditures for the Worthington Police Department for the time being.

Sincerely, Humbly,  
Tyler Moore

[Sent from Yahoo Mail for iPad](#)



**Worthington City Council  
Special Meeting Minutes**

Monday, July 13, 2020 ~ 6:45 p.m.

6550 N. High Street  
Worthington, Ohio 43085

---

**CALL TO ORDER – Roll Call, Pledge of Allegiance**

Worthington City Council met remotely in in a Special Session on Monday, July 13, 2020 via Microsoft Teams video conference. Worthington City Council President Michael called the meeting to order at or about 6:45 P.M.

**Roll Call**

**Members Present:** Rachael R. Dorothy, Beth Kowalczyk, Scott Myers, David Robinson, Douglas K. Smith, and Bonnie D. Michael (Peter Bucher arrived just after members went into executive session)

**Member(s) Absent:**

**Also present:** Clerk of Council D. Kay Thress

**MOTION** Ms. Dorothy made a motion to meet in Executive Session to consider appointments of public officials. The motion was seconded by Mr. Smith.

**The motion carried by the following vote:**

**Yes     6** Robinson, Kowalczyk, Dorothy, Smith, Myers, Michael

**No       0**

Council recessed at 6:46 p.m. from the Regular meeting session.

**ADJOURNMENT**

**MOTION** Mr. Myers made a motion to return to open session and adjourn the Special Meeting. The motion was seconded by Ms. Kowalczyk.

President Michael declared the meeting adjourned at 7:20 p.m.

---

Clerk of Council

*APPROVED by the City Council, this  
20<sup>th</sup> day of July, 2020.*

---

President of Council



**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: 07/01/2020

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: **Ordinance No. 26-2020 – Appropriation – Law Enforcement Trust Fund – Police Body Cameras**

---

**EXECUTIVE SUMMARY**

This Ordinance appropriates \$55,000 for capital purchases from the Law Enforcement Trust Fund for the purchase of police body cameras.

**RECOMMENDATION**

Approve as Presented

**BACKGROUND/DESCRIPTION**

The Worthington Division of Police is seeking an appropriation to fund the purchase of 25 body cameras and related software. This purchase is being made from the Law Enforcement Trust Fund, a Fund created with Ordinance 23-87 to receive proceeds from the public sale of contraband. Expenditure of these funds are restricted in their use to the expansion and furtherance of investigation and prosecution of criminal cases in the City of Worthington.

This appropriation will be used to purchase the equipment and includes coverage for five years for all services and replacements of any items that fail.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES (if applicable)**

An additional \$55,000 appropriated for capital purchases from the Law Enforcement Trust Fund (214).

**ATTACHMENTS**

Ordinance No. 26-2020

## ORDINANCE NO. 26-2020

Amending Ordinance No. 45-2019 (As Amended) to  
Adjust the Annual Budget by Providing for  
Appropriations from the Law Enforcement Trust  
Fund.

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

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

SECTION 1. That there be and hereby is appropriated from the Law Enforcement Trust Fund unappropriated balances to:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
214.1414.533002	Capital Equipment	\$ 55,000.00
<b>Law Enforcement Trust Fund Totals</b>		<b>\$ 55,000.00</b>

SECTION 2. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Introduced  
P.H



**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: July 15, 2020

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: **Ordinance No. 27-2020 - Coronavirus Relief Fund Appropriation**

---

**EXECUTIVE SUMMARY**

This Ordinance appropriates CARES Act funding for expenditures incurred as a result of expenses incurred related to the COVID-19 pandemic.

**RECOMMENDATION**

Motion to table until September 8, 2020

**BACKGROUND/DESCRIPTION**

With the passage of Resolution No. 31-2020, the Worthington City Council requested CARES Act funding for expenditures incurred as a result of the Covid-19 pandemic. The requested funds have been received. This legislation appropriates those funds for use.

The Ordinance was introduced without amounts pending more clarification regarding eligible expenses. Staff would like additional time to understand the most recent guidance, thus request City Council table a vote on this Ordinance until September 8, 2020.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES (if applicable)**

Appropriation of \$548,556 in CARES Act funding

**ATTACHMENTS**

Ordinance No. 27-2020

## ORDINANCE NO. 27-2020

Amending Ordinance No. 45-2019 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the Coronavirus Relief Fund Unappropriated Balance.

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

WHEREAS, the City of Worthington passed Resolution No. 31-2020 requesting Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funding; and,

WHEREAS, with the passage of Resolution No. 31-2020, the Worthington City Council affirmed that the City will spend funding only on qualified expenses; and,

WHEREAS, any unspent balance of the funds received are required to be returned to the State Treasury by December 28, 2020.

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

SECTION 1. That there be and hereby is appropriated from the Coronavirus Relief Fund unappropriated balances to:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
222.6070.511052	Fire – Personal Services	\$
222.6070.512203	Fire – Additional Personal Services	\$
222.2222.521004	Operating Supplies	\$

<b>Coronavirus Relief Fund Total</b>	<b>\$</b>
--------------------------------------	-----------

SECTION 2. That notice of passage of this Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

Introduced  
P.H

\_\_\_\_\_  
Clerk of Council





**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: 06/29/2020

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: **Ordinance No. 28-2020 - Bond Anticipation Notes Renewal**

---

**EXECUTIVE SUMMARY**

This Resolution authorizes the renewal of bond anticipation notes that mature this year.

**RECOMMENDATION**

Approve as Presented

**BACKGROUND/DESCRIPTION**

In September 2018, the City issued \$4,460,000 of bond anticipation notes to finance multiple capital improvement projects, as outlined in the 2018-2022 Capital Improvement Program. In lieu of issuing bonds in 2020, the City is issuing new notes in the anticipation of a full bond issuance in a future year.

In 2018, the Council passed legislation authorizing the issuance of bond anticipation notes (BANs) in the amount of \$4,460,000. These BANs have been used to finance:

- Project 650-17 – Community Center South End Roof Replacement (\$734,600)
- Project 656-17 – Northbrook Relief Sewer Phase II (\$485,000)
- Project 675-18 – Kenyonbrook Trunk Sewer Improvement (Design) (\$175,000)
- Project 677-18 – Energy Efficiency Measures – Phase I (\$1,735,000)
- Project 648-17 – Fire Station Roof Replacement (\$330,400)
- Project 678-18 – East Wilson Bridge Road Waterline (\$1,000,000)

The 2020-2024 Capital Improvement Program estimates utilizing \$10,000,000 in additional debt financing to fund multiple projects, including the Kenyonbrook Trunk Sewer Improvements (construction), McCord Park Renovations and waterline improvements. The use of bond anticipation notes provides the City the flexibility to roll these notes into a larger bond issuance in 2021, therefore saving the City from full bond issuance costs in multiple years.

Based upon a twenty (20) year pay down schedule for sewer, waterline and roofing projects and a fifteen (15) year pay down for the energy efficiency project – the CIP is budgeted to pay \$175,000 in principal on the 2019 notes in 2020.

#### **FINANCIAL IMPLICATIONS/FUNDING SOURCES**

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

#### **ATTACHMENTS**

Ordinance No. 28-2020

Certificate of Estimated Life

ORDINANCE NO. 28-2020

Authorizing the Issuance of Notes in the Amount of Not to Exceed \$4,115,000 in Anticipation of the Issuance of Bonds for the Purpose of (I) Designing, Engineering, Constructing and Reconstructing Various Sewer Improvements, with Related Site Improvements and all Necessary Appurtenances Thereto, (II) Purchasing and Installing Energy Conservation Measures for the Community Center, (III) Designing, Replacing, Constructing and Installing a Waterline on East Wilson Bridge Road, with Related Site Improvements and All Necessary Appurtenances Thereto, and (IV) Replacing or Improving the Roofs of the Fire Station and the Community Center, and all Necessary Appurtenances Thereto, and Retiring Notes Previously Issued for Such Purposes, and Approving Related Matters in Connection with the Issuance of the Notes.

WHEREAS, the City Council (the "Council") of the City of Worthington (the "City") has issued notes in the aggregate principal amount of \$4,115,000 (the "Outstanding Notes"), dated September 25, 2019, were issued in anticipation of the issuance of bonds for the purpose hereinafter stated, to mature September 25, 2020; and,

WHEREAS, it appears advisable in lieu of issuing bonds at this time to issue new notes in anticipation of the issuance of bonds, and to retire all, or a portion of, the Outstanding Notes; and,

WHEREAS, the Finance Director (the "Finance Director") of the City has certified to this Council that the estimated life of the improvements stated in the title of this ordinance (the "Project") which are to be financed with the proceeds of bonds and notes hereinafter referred to exceeds five years, the maximum maturity of bonds being 25 years and notes being 18 years;

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

Section 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$4,115,000, for the purpose of paying the cost of the Project.

Section 2. Term of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined herein below), shall bear interest at the maximum average annual interest rate presently estimated to be 4.50% per annum, payable semiannually until the principal sum is paid, and shall mature in 25 annual installments.

## ORDINANCE NO. 28-2020

Section 3. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes (the "Notes") in anticipation of the issuance of the Bonds.

Section 4. Combining Notes for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it is in the best interest of the City to combine the Notes with other limited tax general obligations notes of the City authorized by separate ordinance of this Council. The Notes and such other notes shall be jointly referred to herein as the "Combined Notes." As used in this Ordinance, the term "Notes" shall also mean the Combined Notes, where appropriate. The Combined Notes shall be designated "City of Worthington, Ohio Various Purpose Notes, Series 2020," or as otherwise determined by the Finance Director.

Section 5. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. The Notes shall be in the amount of not to exceed \$4,115,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Finance Director and certified to this Council and shall mature on such date as shall be determined by the Finance Director and certified to this Council, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in such denominations as shall be determined by the Finance Director. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Finance Director is hereby authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the "Certificate of Fiscal Officer") setting forth and determining such terms and other matters pertaining to the Notes, their issuance, sale or delivery, including without limitation the aggregate principal amount of the Notes to be issued, the dated date of the Notes, the maturity date of the Notes, the purchase price of the Notes, the specified interest rate of the Notes, authorized denominations of the Notes, the Original Purchaser of the Notes (as defined herein), and shall include such additional information as is required by and consistent with the terms of this ordinance.

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

Section 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the City's charter millage limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of

## ORDINANCE NO. 28-2020

providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

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

Section 8. Sale of Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Finance Director and certified to this Council, provided that such rate shall not exceed 4.50% per annum. The Notes shall be, and hereby are, awarded and sold at private sale to KeyBanc Capital Markets, Inc. (the "Original Purchaser"), at the purchase price set forth in the Certificate of Fiscal Officer.

The Finance Director is authorized and directed to execute on behalf of the City a note purchase agreement with the Original Purchaser setting forth the conditions under which the Notes are to be sold and delivered, which documents shall be in such form and shall contain such terms, covenants and conditions not inconsistent with the terms of this Ordinance and permitted by applicable law as shall be approved by the Finance Director.

The Finance Director is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. The accrued interest received from such sale shall be transferred to the City's Bond Retirement Fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the City's Bond Retirement Fund, in the manner provided by law.

## ORDINANCE NO. 28-2020

Section 9. Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Finance Director and the City Manager, provided that either or both of such signatures may be a facsimile and shall be payable as to both principal and interest at the office of Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar. The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this ordinance and is entitled to the security and benefit of this ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Finance Director on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. Appointment of Note Registrar. The Finance Director is hereby authorized and directed to serve as authenticating agent, note registrar, transfer agent, and paying agent for the Notes (the "Note Registrar"), or to execute on behalf of the City a Note Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as the Note Registrar for the Notes. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

## ORDINANCE NO. 28-2020

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

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

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

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

Section 11. Book-Entry System. In the event that the Notes are issued to a Depository (as defined below) for use in a book-entry system, the following terms shall have the following meanings for purposes of this Ordinance:

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

## ORDINANCE NO. 28-2020

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

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

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

If requested, the Finance Director and City Manager, City Clerk or any other officer of this Council, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, an agreement among the City, the Note Registrar and a Depository to be delivered in connection with the issuance of the Notes to such Depository for use in a book-entry system.



## ORDINANCE NO. 28-2020

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

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

Section 12. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and the Bonds in each year until full payment is made.

Section 13. Federal Tax Law Compliance. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

The Finance Director, or any other officer of the City, including the City Manager, is hereby authorized and directed (a) to make or effect any election, selection, designation, choice, consent, approval or waiver on behalf of the City with respect to the Notes as permitted or required to be made or given under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or the status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing any rebate amount or any payment of penalties, or making any payments of special amounts in lieu of making computations to determine, or paying, any excess earnings as rebate, or obviating those amounts or payments, as determined by the Finance Director, which action shall be in writing and signed by the Finance Director, or any other officer of the City, including the City Manager, on behalf of the City; (b) to take any and all actions, make or obtain calculations, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the

## ORDINANCE NO. 28-2020

exclusion of interest from gross income and the intended tax status of the Notes; and (c) to give an appropriate certificate on behalf of the City, for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances, and reasonable expectations of the City pertaining to Section 148 and the Regulations, and the representations, warranties and covenants of the City regarding compliance by the City with Sections 141 through 150 of the Code and the Regulations.

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

Section 14. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the City Manager and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

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

Section 15. Ohio Market Access Program. If determined necessary by the Finance Director, the City is hereby authorized to participate in the Ohio Market Access Program ("OMAP") with the respect to the Notes. The Standby Note Purchase Agreement for OMAP is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the City executing that Standby Note Purchase Agreement. The City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the

## ORDINANCE NO. 28-2020

City, the Treasurer of State agrees (a) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (b) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at a rate equal to the AAA Municipal Market Data rate plus 400 basis points, maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the City, and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Code to the same extent that interest on the Notes is so excluded

Section 16. Appointment of Bond Counsel. The appointment of the law firm of Bricker & Eckler LLP to serve as Bond Counsel with respect to the issuance of the Notes is hereby approved. The fees to be paid to such firm shall be subject to review and approval by the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

Section 17. Appointment of Municipal Advisor. The appointment of Baker Tilly Municipal Advisors, LLC to serve as a municipal advisor to the City in connection with the issuance of the Notes is hereby approved. The fees to be paid to such firm shall be subject to review and approval of the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

Section 18. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 19. Satisfaction of Conditions for Issuance. It is hereby determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; that the full faith, credit and revenue of the City are hereby irrevocably pledged for the prompt payment of the principal and interest thereof at maturity; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Notes.

ORDINANCE NO. 28-2020

Section 20. Filing of Note Ordinance. The Clerk of Council is hereby directed to forward a certified copy of this ordinance to the Auditor of Franklin County, Ohio.

Section 21. Publication and Effective Date. That notice of passage of this ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center and the Worthington Community Center and shall set forth the title and effective date of the ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Introduced \_\_\_\_\_  
P.H. \_\_\_\_\_  
Effective \_\_\_\_\_

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

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

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

1. The estimated life of the improvements described as follows (the "Improvements") exceeds five years:
  - (i) designing, engineering, constructing and reconstructing various sewer improvements, with related site improvements and all necessary appurtenances thereto, (ii) purchasing and installing energy conservation measures for the Community Center, (iii) designing, replacing, constructing and installing a waterline on East Wilson Bridge Road, with related site improvements and all necessary appurtenances thereto, and (iv) replacing or improving the roofs of the Fire Station and the Community Center, and all necessary appurtenances thereto,
2. The amounts proposed to be expended for various classes of improvements, and the maximum maturity of notes issued for such purposes, calculated in accordance with Section 133.20, Ohio Revised Code, are as follows:
  - A. designing, engineering, constructing, and reconstructing various sewer improvements, with related site improvements and all necessary appurtenances thereto; 40 years
  - B. purchasing and installing energy conservation measures for the Community Center; 15 years
  - C. designing, replacing, constructing, and installing a waterline on East Wilson Bridge Road, with related site improvements and all necessary appurtenances thereto; 40 years
  - D. replacing or improving the roofs of the Fire Station and the Community Center, and all necessary appurtenances thereto; 20 years
3. The weighted average of said maturities is 25 years, therefore the maximum maturity of a single issue of bonds proposed to be issued to pay the cost of such permanent improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 25 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 18 years.

Dated: July 6, 2020

---

Finance Director  
City of Worthington, Ohio





**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: 06/30/2020

To: Matthew H. Greeson, City Manager

From: Scott F. Bartter, Finance Director

Subject: **Ordinance No. 29-2020 - Bond Anticipation Notes - New Issue**

---

**EXECUTIVE SUMMARY**

This Ordinance authorizes the issuance of bond anticipation notes for projects scheduled to be bonded in the Capital Improvements Program.

**RECOMMENDATION**

Approve as Presented

**BACKGROUND/DESCRIPTION**

In addition to the legislation authorizing the reissuance of notes related to the 2018 note issuance, the City is issuing new debt to fund improvements at the Police Station. The additional amount of debt is \$1,700,000, which will be used to fund the Police Building roof, HVAC, and other Police building improvements.

The adopted 2020-2024 Capital Improvement Program includes issuing debt for a number of projects, including the Police Building HVAC and Police Building Roof. With the adoption of Ordinance 20-2020, the Council approved moving forward with \$930,000 (including contingency) of HVAC improvements at the Police Building. Ordinance 25-2020, introduced on June 15 approved on July 6<sup>th</sup>, provides funding for improvements to the roof at the Police Building. Additional modifications, including mold remediation, will be funded in the future. These improvements are captured in the following two projects:

- Project 695-19 Police Building Modifications (including HVAC & Design)
- Project 697-19 Police Building Roof and Design

Staff anticipates closing on these notes in September of 2020.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES**

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

**ATTACHMENTS**

Ordinance No. 29-2020

Certificate of Estimated Life



ORDINANCE NO. 29-2020

Authorizing the Issuance of Notes in the Amount of Not to Exceed \$1,700,000 in Anticipation of the Issuance of Bonds for the Purpose of Designing, Constructing, Furnishing, and Equipping a Police Building with Related Site Improvements and Appurtenances Thereto; and Approving Related Matters in Connection with the Issuance of the Notes.

WHEREAS, the Finance Director (the "Finance Director") of the City of Worthington (the "City") has certified to this Council that the estimated life of the improvement stated in the title of this ordinance (the "Project") which is to be constructed from the proceeds of the bonds herein described exceeds five years, the maximum maturity of said bonds is 20 years and notes being 20 years; and,

WHEREAS, it is now deemed necessary to issue and sell not to exceed \$1,700,000 of such notes under authority of the general laws of the State of Ohio, including Chapter 133, Ohio Revised Code, and in particular Section 133.23 thereof, and the Charter of the City, for the purpose stated in the title of this ordinance;

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

Section 1. Issuance of Bonds. It is hereby declared necessary to issue bonds (the "Bonds") of the City in the principal sum of not to exceed \$1,700,000, for the purpose of paying the cost of the Project.

Section 2. Term of the Bonds. The Bonds shall be dated prior to the maturity date of the Notes (as defined herein below), shall bear interest at the maximum average annual interest rate presently estimated to be 4.50% per annum, payable semiannually until the principal sum is paid, and shall mature in 20 annual installments.

Section 3. Issuance of Bond Anticipation Notes. It is necessary to issue, and this Council hereby determines that there shall be issued, notes (the "Notes") in anticipation of the issuance of the Bonds.

Section 4. Combining Notes for Purposes of Issuance and Sale. It is hereby determined, that for the purposes of issuance and sale, it is in the best interest of the City to combine the Notes with other limited tax general obligations notes of the City authorized by separate ordinance of this Council. The Notes and such other notes shall be jointly referred to herein as the "Combined Notes." As used in this Ordinance, the term "Notes" shall also mean the Combined Notes, where appropriate. The Combined Notes shall be designated "City of Worthington, Ohio Various Purpose Notes, Series 2020," or as otherwise determined by the Finance Director.

## ORDINANCE NO. 29-2020

Section 5. Terms of the Notes; Certificate of Fiscal Officer Relating to Terms of Notes. The Notes shall be in the amount of not to exceed \$1,700,000, which sum does not exceed the amount of the Bonds. The Notes shall be dated the date established by the Finance Director and certified to this Council and shall mature on such date as shall be determined by the Finance Director and certified to this Council, provided that such date shall not be later than one year after the date of issuance of the Notes. The Notes shall be issued as fully registered notes in such denominations as shall be determined by the Finance Director. Coupons shall not be attached to the Notes. The Notes shall be sold in a transaction exempt from the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission.

The Finance Director is hereby authorized and directed to execute a Certificate of Fiscal Officer Relating to Terms of Notes (the "Certificate of Fiscal Officer") setting forth and determining such terms and other matters pertaining to the Notes, their issuance, sale or delivery, including without limitation the aggregate principal amount of the Notes to be issued, the dated date of the Notes, the maturity date of the Notes, the purchase price of the Notes, the specified interest rate of the Notes, authorized denominations of the Notes, the Original Purchaser of the Notes (as defined herein), and shall include such additional information as is required by and consistent with the terms of this ordinance.

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

Section 7. Debt Service Levy. There shall be and is hereby levied annually on all the taxable property in the City, in addition to all other taxes and inside the City's charter millage limitation, a direct tax (the "Debt Service Levy") for each year during which any of the Notes are outstanding, in an amount not less than that which would have been levied if the Bonds had been issued without the prior issuance of the Notes, for the purpose of providing, and in an amount which is sufficient to provide, funds to pay interest upon the Notes as and when the same falls due and to provide a fund for the repayment of the principal of the Notes at maturity or upon redemption. The Debt Service Levy shall not be less than the interest and sinking fund tax required by Article XII, Section 11 of the Ohio Constitution.

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

## ORDINANCE NO. 29-2020

funds will be available from other sources for the payment of the Notes and Bonds in any year, the amount of the Debt Service Levy for such year shall be reduced by the amount of funds which will be so available, and the City shall appropriate such funds to the payment of the Notes and Bonds in accordance with law.

Section 8.      Sale of Notes. The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable at maturity, at such rate per annum as shall be determined by the Finance Director and certified to this Council, provided that such rate shall not exceed 4.50% per annum. The Notes shall be, and hereby are, awarded and sold at private sale to KeyBanc Capital Markets, Inc. (the "Original Purchaser"), at the purchase price set forth in the Certificate of Fiscal Officer.

The Finance Director is authorized and directed to execute on behalf of the City a note purchase agreement with the Original Purchaser setting forth the conditions under which the Notes are to be sold and delivered, which documents shall be in such form and shall contain such terms, covenants and conditions not inconsistent with the terms of this Ordinance and permitted by applicable law as shall be approved by the Finance Director.

The Finance Director is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Treasury of the City and used for the purpose aforesaid and for no other purpose. The accrued interest received from such sale shall be transferred to the City's Bond Retirement Fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the City, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the City's Bond Retirement Fund, in the manner provided by law.

Section 9.      Form and Execution of Notes; Payment of Notes. The Notes shall be executed by the Finance Director and the City Manager, provided that either or both of such signatures may be a facsimile and shall be payable as to both principal and interest at the office of Note Registrar (as defined hereinbelow). The Notes shall express upon their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

The principal of and interest on the Notes shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar. The principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at their maturity at the office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this ordinance and is entitled to the security and benefit of this ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar

## ORDINANCE NO. 29-2020

or by such other person acting as an agent of the Note Registrar as shall be approved by the Finance Director on behalf of the City. It shall not be necessary that the same authorized person sign the certificate of authentication on all of the Notes.

Section 10. Appointment of Note Registrar. The Finance Director is hereby authorized and directed to serve as authenticating agent, note registrar, transfer agent, and paying agent for the Notes (the "Note Registrar"), or to execute on behalf of the City a Note Registrar Agreement with such bank or other appropriate financial institution as shall be acceptable to the Finance Director and the Original Purchaser, pursuant to which such bank or financial institution shall agree to serve as the Note Registrar for the Notes. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise all noteholders of the change in identity and new address of the Note Registrar. So long as any of the Notes remain outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of Notes as provided in this section (the "Note Register"). Subject to the provisions of this ordinance, the person in whose name any Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on any Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Notes, including the interest thereon, to the extent of the amount or amounts so paid.

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

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

## ORDINANCE NO. 29-2020

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

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

Section 11. Book-Entry System. In the event that the Notes are issued to a Depository (as defined below) for use in a book-entry system, the following terms shall have the following meanings for purposes of this Ordinance:

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

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

The Notes may be initially issued to a Depository for use in a book-entry system, and the provisions of this Section shall apply, notwithstanding any other provision of this Ordinance: (i) there shall be a single Note of each maturity; (ii) those Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Notes in book-entry form shall be shown by book-entry on the system maintained and operated by the Depository, and transfers of the ownership of beneficial interests shall be made only by the Depository and by book-entry; and (v) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the

## ORDINANCE NO. 29-2020

Council. Debt service charges on Notes in book-entry form registered in the name of a Depository or its nominee shall be payable in same day funds delivered to the Depository or its authorized representative (i) in the case of interest, on each Interest Payment Date, and (ii) in all other cases, upon presentation and surrender of Notes as provided in this Ordinance.

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

If requested, the Finance Director and City Manager, City Clerk or any other officer of this Council, is authorized and directed to execute, acknowledge and deliver, in the name of and on behalf of the City, an agreement among the City, the Note Registrar and a Depository to be delivered in connection with the issuance of the Notes to such Depository for use in a book-entry system.

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

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

Section 12. Income Tax Pledge. The City hereby covenants, pursuant to Section 133.05(B)(7), Ohio Revised Code, to appropriate annually from lawfully available municipal income taxes, and to continue to levy and collect municipal income taxes adequate to produce, amounts necessary to meet the debt charges on the Notes and the Bonds in each year until full payment is made.

## ORDINANCE NO. 29-2020

Section 13. Federal Tax Law Compliance. The City hereby covenants that it will comply with the requirements of all existing and future laws which must be satisfied in order that interest on the Notes is and will continue to be excluded from gross income for federal income tax purposes, including without limitation restrictions on the use of the property financed with the proceeds of the Notes so that the Notes will not constitute "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"). The City further covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute arbitrage bonds under Section 148 of the Code and the regulations prescribed thereunder (the "Regulations").

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

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

## ORDINANCE NO. 29-2020

Section 14. Transcript of Proceedings; Execution of Additional Documents. The officer having charge of the minutes of the Council and any other officers of the Council, or any of them individually, are hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Notes and to furnish a copy of such transcript to the Original Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Notes and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including but not limited to a general certificate of the Clerk of Council and a no-litigation certificate of the City Manager and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

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

Section 15. Ohio Market Access Program. If determined necessary by the Finance Director, the City is hereby authorized to participate in the Ohio Market Access Program ("OMAP") with the respect to the Notes. The Standby Note Purchase Agreement for OMAP is hereby authorized in the form presented to this Council with such changes not materially adverse to the City as may be approved by the officers of the City executing that Standby Note Purchase Agreement. The City acknowledges the agreement of the Treasurer of State in the Standby Note Purchase Agreement that, in the event the City is unable to repay the principal amount and accrued and unpaid interest of the Notes at their maturity, whether through its own funds or through the issuance of other obligations of the City, the Treasurer of State agrees (a) to purchase the Notes from the holders or beneficial owners thereof upon their presentation to the Treasurer of State for such purchase at a price of par plus accrued interest to maturity or (b) to purchase renewal notes of the City in a principal amount not greater than the principal amount of the Notes plus interest due at maturity, with such renewal notes bearing interest at a rate equal to the AAA Municipal Market Data rate plus 400 basis points, maturing not more than one year after the date of their issuance, and being prepayable at any time with 30 days' notice, provided that in connection with the Treasurer of State's purchase of such renewal notes the City shall deliver to the Treasurer of State an unqualified opinion of nationally recognized bond counsel that (i) such renewal notes are the legal, valid and binding general obligations of the City, and the principal of and interest on such renewal notes, unless paid from other sources, are to be paid from the proceeds of the levy of ad valorem taxes within the ten-mill limitation imposed by law on all property subject to ad valorem taxes levied by the City, and (ii) interest on the renewal notes is excluded from gross income for federal income tax purposes under Section 103 of the Code to the same extent that interest on the Notes is so excluded



## ORDINANCE NO. 29-2020

Section 16. Appointment of Bond Counsel. The appointment of the law firm of Bricker & Eckler LLP to serve as Bond Counsel with respect to the issuance of the Notes is hereby approved. The fees to be paid to such firm shall be subject to review and approval by the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

Section 17. Appointment of Municipal Advisor. The appointment of Baker Tilly Municipal Advisors, LLC to serve as a municipal advisor to the City in connection with the issuance of the Notes is hereby approved. The fees to be paid to such firm shall be subject to review and approval of the Finance Director, shall not exceed the fees customarily charged for such services, and shall be paid upon closing of the financing from proceeds of the Notes.

Section 18. Compliance with Open Meeting Requirements. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

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

Section 19. Filing of Note Ordinance. The Clerk of Council is hereby directed to forward a certified copy of this ordinance to the Auditor of Franklin County, Ohio.

Section 20. Publication and Effective Date. 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

CERTIFICATE OF ESTIMATED LIFE AND MAXIMUM MATURITY

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

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

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

Designing, constructing, furnishing, and equipping a police building with related site improvements and appurtenances thereto

2. The maximum maturity of the bonds proposed to be issued to pay the cost of such permanent improvements, calculated in accordance with Section 133.20, Ohio Revised Code, is 20 years, provided that if notes are issued in anticipation of the issuance of such bonds, the maximum maturity of such notes is 20 years.

Dated: July 6, 2020

---

Finance Director  
City of Worthington, Ohio



**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 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**

Approve as Presented

**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”.

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

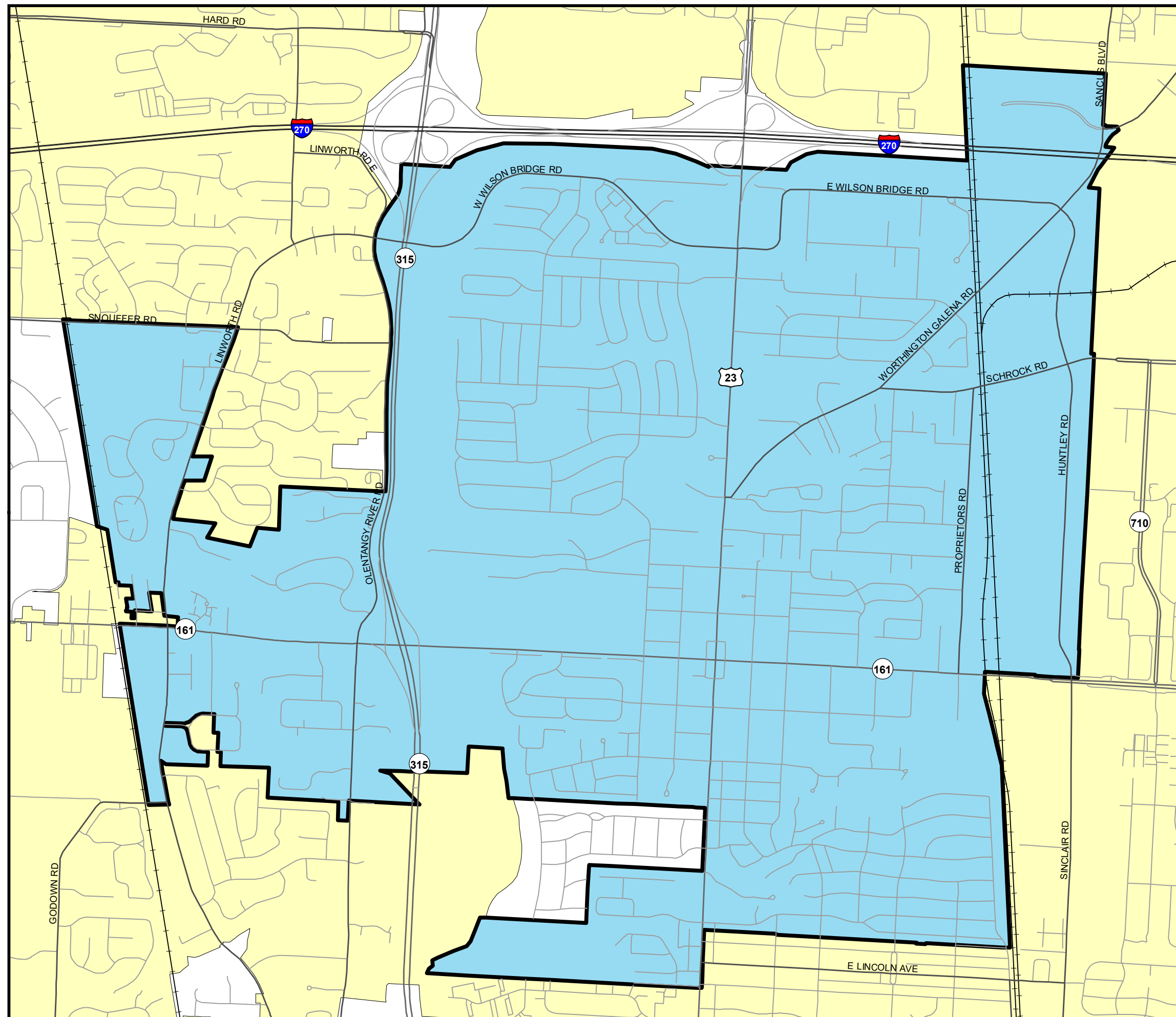
By \_\_\_\_\_

\_\_\_\_\_  
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 20, 2020**

Date: July 15, 2020

To: Matthew H. Greeson, City Manager

From: Dan Whited, Director of Service & Engineering

Subject: **Resolution No. 34-2020 Natural Hazard Mitigation Plan**

---

**EXECUTIVE SUMMARY**

The Resolution adopts the 2018 Franklin County Natural Hazard Mitigation Plan

**RECOMMENDATION**

Introduce and Approve as Presented

**BACKGROUND/DESCRIPTION**

Staff briefed City Council in the plan on July 13<sup>th</sup> and this Resolution adopts the 2018 Natural Hazard Mitigation Plan.

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 this agenda item is presented for adoption.

**ATTACHMENTS**

Resolution No. 34-2020

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>

RESOLUTION NO. 34-2020

Adopting the Franklin County Natural Hazard  
Mitigation Plan

WHEREAS, Franklin County has a history of experiencing damage from flooding, tornadoes, severe summer weather, severe winter weather, and other hazards resulting in property loss, loss of life, economic hardship, and threats to public health and safety; and,

WHEREAS, the *Franklin County Natural Hazards Mitigation Plan* has been updated after more than a year of research and work done by Franklin County Emergency Management and Homeland Security and representatives of various county and local governmental agencies, and stakeholder organizations; and,

WHEREAS, the plan recommends many hazard mitigation actions, submitted by local jurisdictions, designed to mitigate the impacts of the natural hazards that face Franklin County; and,

WHEREAS, adoption of the natural hazards mitigation plan is a show of support for continued natural hazards mitigation and a condition of eligibility to receive federal mitigation funds through the Federal Emergency Management Agency; and,

WHEREAS, the plan includes a list of action items to reduce risk from natural hazards through public education, outreach, new and enhanced partnerships, and implementation of preventative activities.

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

SECTION 1. That City Council hereby approves the adoption of the updated *Franklin County Natural Hazards Mitigation Plan*.

SECTION 2. This plan does not bind the City to any of the items listed in the action items list, however it is mandatory to have adopted the plan when applying for funding to address identified issues.

SECTION 3. That this Resolution shall take effect at the earliest date allowed by law.

Adopted \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest

\_\_\_\_\_  
Clerk of Council

**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](http://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](http://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](http://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](http://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.



# TABLE OF CONTENTS

EXECUTIVE SUMMARY .....	1
TABLE OF CONTENTS .....	3
INTRODUCTION .....	8
Purpose of the Plan.....	9
Organization of the Plan.....	9
Action Plan Strategies .....	9
Original Plan Development.....	10
Update Development.....	10
Implementation, Monitoring and Evaluation.....	11
Evaluation of the Plan.....	11
Jurisdictions Represented in the Plan.....	12
Adoption Resolutions.....	13
Project Funding .....	13
PLANNING PROCESS .....	14
Planning Process Update.....	14
Planning Process .....	14
Hazards.....	14
Review of Existing Plans .....	15
Review of Technical Resources .....	15
Core Group Participation .....	15
2018 Local Jurisdictional Participation.....	16
Stakeholders & Subject Matter Experts .....	25
Neighboring Communities .....	25
2018 Public Involvement .....	25
Other Planning Mechanisms.....	29
Gathering New Data.....	29
COMMUNITY PROFILE.....	30
Planning for Natural Hazards in Franklin County.....	30
Historical Hazard Events.....	30
Demographics and Population .....	32
Land Use and Development Trends.....	35
Land and Development .....	35
Community Development & Annexation .....	36
New Development .....	37
Insight2050.....	37
Franklin County Greenways Plan .....	39
Capability Assessment.....	40
Regulatory Capabilities.....	40
NFIP .....	40
Critical, Facilities & Infrastructure .....	43

## 2018 NATURAL HAZARD MITIGATION PLAN

Planning Capabilities .....	44
FCEM&HS Mission and Vision .....	50
Emergency Response Functions .....	50
Weather Forecasting .....	50
HAZARD IDENTIFICATION .....	51
Hazard Identification Update .....	52
Identifying Hazards .....	53
SUMMARY OF RISK ASSESSMENT FINDINGS .....	56
Risk Methodology and Scoring .....	56
Risk Factors .....	56
Weighted Factors .....	57
Risk Formula .....	57
Franklin County Natural Hazards Risk Scores .....	58
MITIGATION GOALS .....	59
Mitigation Strategies & Additional Ideas for Implementation .....	59
Preventative Measures .....	60
Building Codes .....	60
Manufactured Home Standards .....	60
Planning and Zoning .....	60
Property Protection .....	60
Physical Barriers .....	60
Retrofitting .....	60
Resource Protection .....	61
Wetland Protection .....	61
Erosion and Sedimentation Control .....	61
River Restoration .....	62
Structural Projects .....	62
Drainage and Storm Sewer Improvements .....	62
Drainage System Maintenance .....	62
MITIGATION STRATEGIES AND ACTIONS .....	64
Mitigation Action Items Update .....	65
County-Level Mitigation Action Items & Prioritization Process .....	65
Action Items .....	65
Natural Hazards Mitigation Plan Action Items .....	65
Prioritization Methodology .....	66
Short-Term Action Items .....	68
Long-Term Action Items .....	82
Jurisdictional Mitigation Update .....	104
Mitigation Action Items Prioritization Process .....	104
Prioritization Methodology .....	104
Review of Jurisdictional Proposed Mitigation Actions .....	108
Mitigation Strategy/Action Timeline Parameters .....	108
Mitigation Strategy/Action Estimated Cost .....	108
Mitigation Strategy & Risk Correlation .....	156
Completed Mitigation Strategies .....	156
National Flood Insurance Program Mitigation Actions .....	159



## 2018 NATURAL HAZARD MITIGATION PLAN

PLAN MAINTENANCE.....	160
Plan Maintenance Update .....	160
Monitoring Mitigation Actions .....	160
Plan Adoption .....	160
Coordinating Body .....	160
Monitoring Mitigation Projects.....	160
Implementation through Existing Programs, Communities & Organizations.....	162
Evaluating the Plan .....	162
Annual Review Process.....	162
Updating the Plan .....	163
Continued Public Involvement.....	164
LIST OF SOURCES.....	165
LIST OF ACRONYMS.....	166
APPENDIX A. RISK ASSESSMENT FOR FRANKLIN COUNTY 2018 .....	A-1
APPENDIX B. MEETING & WORKSHOP DOCUMENTATION.....	B-1
Steering/Core Group Committee Meetings.....	B-2
Workshops.....	B-8
APPENDIX C. PUBLIC PARTICIPATION DOCUMENTATION & FEEDBACK.....	C-1
Public Forums.....	C-2
Additional Public .....	C-28
Outreach Efforts.....	C-28
Public Review of Plan .....	C-32
APPENDIX D. COMMUNITY PREPAREDNESS SURVEY .....	D-1
APPENDIX E. COMMUNITY PREPAREDNESS & MITIGATION FINAL REPORT .....	E-1
APPENDIX F. FEMA MITIGATION CROSSWALK & COMPLIANCE .....	F-1
APPENDIX G. SAMPLE RESOLUTION.....	G-1
APPENDIX H. PARTICIPATING JURISDICTION PLAN ADOPTION .....	H-1

## 2018 NATURAL HAZARD MITIGATION PLAN

**List of Tables**

Table 1: Past Presidential Declarations of Major Disaster in Franklin County.....	8
Table 2: Hazards.....	14
Table 3: Technical Resources.....	15
Table 4: Core Group Members.....	16
Table 5: Participation Documentation.....	17
Table 6: Local Planning Team Representatives.....	18
Table 7: Neighboring Communities.....	25
Table 8: Cities.....	32
Table 9: Villages.....	33
Table 10: Townships.....	34
Table 11: Population Projections.....	35
Table 12: Residential Construction.....	36
Table 13: NFIP Participation (Policies In-Force).....	41
Table 14: Regulatory Capabilities.....	42
Table 15: Infrastructure and assets.....	43
Table 16: Plans.....	46
Table 17: Identified Hazards.....	52
Table 18: Risk Factors.....	57
Table 19: Risk Scoring Process.....	58
Table 20: Natural Hazard Risk Scores.....	58
Table 21: Proposed Mitigation Actions with Updated Status.....	109
Table 22: Risk and Mitigation Strategy Correlation.....	156
Table 23: Completed Mitigation Actions.....	156
Table 24: NFIP-Related Mitigation Actions.....	159
Table 25: Annual Review Documentation Process.....	163

**List of Figures**

Figure 1: Workshop Registration Site.....	23
Figure 2: Social Media Outreach Efforts.....	26
Figure 3: Public Meeting Invite.....	27
Figure 4: Web Site for Public Review and Comment.....	28
Figure 5: Social Media Post for Public Review and Comment.....	29
Figure 6: Franklin County Map.....	31
Figure 7: Projected Household Growth.....	38
Figure 8: Projected Demographic Changes.....	38
Figure 9: Risk Assessment for Franklin County 2018.....	51
Figure 10: County-Level Prioritization Results.....	67
Figure 11: Flood Hazard Area in Prairie Township.....	75
Figure 12: Lightning Detection Systems.....	78
Figure 13: Flood-Prone Area (North Central Franklin County).....	92
Figure 14: Flood-Prone Area (North Central Franklin County Riverlea Area).....	93
Figure 15: Flood-Prone Area (South Central Franklin County).....	94
Figure 16: Flood-Prone Area (SW Franklin County Alton area).....	95
Figure 17: Flood-Prone Area (SW Franklin County Pleasant Twp area).....	95
Figure 18: Flood-Prone Area (SE Franklin County).....	96

## 2018 NATURAL HAZARD MITIGATION PLAN

Figure 19: Flood-Prone Area (East Central Franklin County) .....	97
Figure 20: Flood-Prone Area (East Central Franklin County Whitehall Area) .....	98
Figure 21: Flood-Prone Area (NW Franklin County) .....	99
Figure 22: Flood-Prone Area (NW Franklin County Dublin Area) .....	100
Figure 23: Flood-Prone Area (NE Franklin County Gould Park Area) .....	101
Figure 24: New Mitigation Action Form and Prioritization Process .....	106



## 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:

## 2018 NATURAL HAZARD MITIGATION PLAN

- 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 20, 2020**

Date: July 1, 2020

To: Matthew H. Greeson, City Manager

From: David McCorkle, Economic Development Director

Subject: **Resolution No. 35-2020 - Joint Economic Development District (JEDD) with Sharon Township**

---

**EXECUTIVE SUMMARY**

This Resolution is intended to meet the requirements under ORC 715.70, seeking City Council's approval of the proposed Joint Economic Development District contract with Sharon Township.

**RECOMMENDATION**

Introduce and Approve as Presented

**BACKGROUND/DESCRIPTION**

Public Hearing Requirement

Per ORC 715.70(D)(2), before the City of Worthington passes a resolution approving a contract to create a Joint Economic Development District (JEDD), the City was required to hold a public hearing concerning the district contract. That public hearing occurred on June 15, 2020.

Joint Economic Development Districts

In 1993, the Ohio General Assembly (ORC 715.70) passed legislation enabling local communities to create Joint Economic Development Districts. A JEDD is an arrangement where a municipality and a township agree to partner to develop township property for commercial use and to create a new source of funding. The primary benefit to the township is that they do not have to annex their land (property tax revenue) and can also begin collecting a portion of income tax revenues that otherwise would not have been collected in

the unincorporated area. If an employee does not live in Sharon Township, it is very likely the employee is already being taxed on earnings. In that case, this will not be an additional tax on the employee, and the Township and the municipality the employee lives in would share the tax. The primary benefit for the municipality is that the township shares a portion of the new income tax revenues with the City.

To create a JEDD, 51% of the business owners within the JEDD area must agree to support the implementation of the 2.5% income tax collected from employees and businesses in the district. The township and City would work together to identify the terms of the deal and draft a contract. The agreement must include the length of the contract, the specific activities to be undertaken, the appointment and duties of the JEDD Board of Directors, the geographic boundary of the JEDD, the specific responsibility of all services each entity will provide, and the specific details relating to revenue sharing and distribution. The contract is then voted upon by both the township and the City. Both groups must pass the legislation for the JEDD to be approved.

#### Sharon Township Project Overview

Sharon Township is in the process of redeveloping the land at the foot of Worthington Hills, known as the Olentangy Valley Center. The new development will include the remodeling of the 30,000 square foot Shopping Center Building and the construction of a new senior assisted/independent living center. Sharon Township is proposing to share 20% of the project's income tax revenues with the City of Worthington in exchange for Worthington's participation in the JEDD.

Total Estimated Project Payroll:	\$2,191,893
Total Estimated Project Income Tax Revenue:	\$ 54,797
20% Annualized City Share:	<b>\$ 10,959</b>

#### **ATTACHMENTS**

Resolution No. 35-2020

JEDD Agreement with Sharon Township

RESOLUTION NO. 35-2020

Authorizing the City Manager to Enter into a Joint Economic  
Development District Contract with Sharon Township  
Pursuant to Ohio Revised Code Section 715.72.

WHEREAS, Sharon Township desires to create a Joint Economic Development District (the “District”) pursuant to Ohio Revised Code Section 715.72 (the “JEDD Statute”) to facilitate economic development, to create jobs and economic opportunities, and to improve the economic welfare of the people of the Township, the City of Worthington, and the State of Ohio; and,

WHEREAS, in accordance with the JEDD Statute, the Township and the City have negotiated a Joint Economic Development District Contract (the “Contract”), a copy of which is attached hereto as Exhibit A; and,

WHEREAS, the City and the Township have complied with the notice, posting, and public hearing requirements of the JEDD Statute; and,

WHEREAS, all of the property owners and a majority of the businesses in the District have signed petitions consenting to the creation of the District in accordance with the JEDD Statute.

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

SECTION 1. That City Council finds and determines that the creation of the District pursuant to the JEDD Statute and the Contract will facilitate economic development, will create jobs and employment opportunities, and will improve the economic welfare of the people of the Township, the City, and the State.

SECTION 2. That the City Manager is hereby authorized and directed to enter into the Contract with Sharon Township to create the District.

SECTION 3. That the City Manager, Finance Director, and the Law Director are hereby authorized to take all actions, including the execution of all documents or amendments, necessary to implement the creation of the District pursuant to the JEDD Statute and the Contract.

SECTION 4. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book.

Adopted \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest

\_\_\_\_\_  
Clerk of Council



**JOINT ECONOMIC  
DEVELOPMENT DISTRICT  
CONTRACT**

By and Among

**TOWNSHIP OF SHARON  
and  
CITY OF WORTHINGTON**

Dated as of  
\_\_\_\_\_, 2020

**JOINT ECONOMIC DEVELOPMENT  
DISTRICT CONTRACT**

This Joint Economic Development District Contract (the “Contract”) is made and entered into as of \_\_\_\_\_, 2020, by and among the Township of Sharon located in the County of Franklin, Ohio (the “Township”) and the City of Worthington, Ohio (the “City”). The Township and City are hereinafter collectively referred to as the “JEDD Parties” and individually a “JEDD Party”, in accordance with the terms and provisions set forth herein.

**RECITALS**

A. The JEDD Parties desire to create a joint economic development district pursuant to Ohio Revised Code Section 715.72 (the “JEDD Statute”) to facilitate economic development, to create jobs and employment opportunities and to improve the economic welfare of the people of the Township, the City, and the State of Ohio.

B. In accordance with Ohio Revised Code Section 715.72(C)(1), the territory of each of the JEDD Parties is contiguous to the territory of at least one other JEDD Party, or contiguous to the territory of a township or municipal corporation that is contiguous to a JEDD Party.

C. The legislative authorities of the JEDD Parties have each approved, authorized and directed the JEDD Parties to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. \_\_\_\_\_, enacted by the City Council of the City on \_\_\_\_\_, 2020, and Resolution No. \_\_\_\_\_, adopted by the Board of Trustees of the Township on \_\_\_\_\_, 2020.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Contract, the Township and the City agree as follows:

Section 1. Creation of District. The Township and the City hereby create a joint economic development district in accordance with the terms and provisions of this Contract and the JEDD Statute. The joint economic development district created by this Contract shall, initially, encompass the territory described in Exhibit A attached to this Contract, and incorporated herein by this reference, shall be known as the “Sharon Township Joint Economic Development District”, and shall hereinafter be referred to as the “District.”

Each JEDD Party hereby acknowledges and agrees as follows with respect to this Contract and the District:

- A. that it is entering into this Contract freely and without duress or coercion;
- B. that the creation of the District and the levy of income tax within the District as provided herein will enable the City, the Township and the District to more efficiently provide governmental services to the area within the District and to more effectively promote economic development within the District, the City, and the Township;
- C. that the District shall, and it is the purpose of the District to, facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the County, the City, and the Township; and
- D. that consideration exists to support this Contract.

Subject to any applicable provisions of the Ohio Revised Code now existing or hereafter enacted, including Section 715.72(L) of the JEDD Statute, the parties may amend this Contract, including Exhibit A, from time to time by a writing approved by the legislative authorities of the contracting parties, to (a) add real property within the Township or the City to the territory of the District, or (b) to remove real property from the territory of the District; provided that the public hearing requirement of the JEDD Statute has been met with respect to such amendment.

Section 2. Term. The initial term of this Contract shall commence on the first day immediately after the occurrence of all of the following: (i) the Township's and the City's execution of this Contract, and (ii) the expiration of any statutory period permitting a referendum of the Township's resolution or the City's ordinance. Such date is hereinafter referred to as the "Effective Date." The initial term of this Contract shall terminate December 31, 2052, unless otherwise terminated prior to that date as hereinafter provided. Any renewals of this Contract shall only occur upon the written mutual agreement of the JEDD Parties. Under no circumstance shall this Contract be effective prior to the 31<sup>st</sup> day after its approval in accordance with Ohio Revised Code Section 715.72, including approval by the electors of the Township if required.

This Contract may be terminated at any time by mutual consent of the Township and the City. In order for such termination to be effective, the legislative actions of the Township and the City providing for that termination must occur and be effective within a ninety (90) day period.

Unless the Township and the City mutually agree otherwise in writing, this Contract shall automatically terminate if the Board of Directors of the District (the "Board") has not enacted the income tax authorized by Section 8 (the "District Income Tax") within one hundred twenty (120) days after the initial meeting of the Board.

This Contract may also be terminated by the Township or the City if it is determined in a "Terminable Final Judgment" (as defined below) that the District Income Tax is not legal or valid or that the District may not levy, collect or distribute the proceeds of the District Income Tax in accordance with this Contract.

A "Terminable Final Judgment" means a judgment by a court of competent jurisdiction for which either (i) the period of time permitted for an appeal of that judgment has expired without an appeal, or (ii) no further appeal is permitted.

If the Township or the City elects to terminate this Contract as the result of a Terminable Final Judgment, the terminating entity must deliver written notice of the termination to the other entity and the Board. The effective date of such termination shall be not less than one hundred and eighty (180) days after the receipt of the notice by the other JEDD Parties and the Board.

Upon termination of this Contract, any property and assets of the District shall be used to reduce or settle any obligations of the District, and any remaining real or other personal property and assets shall be distributed to the Township. Upon termination of the Contract, any records or documents of the District shall be placed with the Township for safekeeping, which records and documents shall be maintained by the Township as are public records of the Township.

This Contract shall continue in existence throughout its term and shall be binding on the Township and the City and on any successors thereof, whether by annexation, merger, or otherwise. In the event that any portion of the territory of the District shall be included within a municipal corporation by annexation, merger or otherwise, the Township and the City may, but are not required to, amend this Contract to include that municipal corporation as a party to this Contract in addition to or as a substitute for the Township. The portion of the territory of the District that is included within a municipal corporation by annexation, merger or otherwise after the date of this Contract shall continue to be a part of the District and subject to the terms of this Contract and to the District Income Tax.

Section 3. Provision of Services to the District.

(a) The Township shall provide, or cause to be provided, the following services to the District: all usual and customary governmental services furnished by the Township to other unincorporated portions of the Township, including, but not limited to, law enforcement services, road maintenance, and code enforcement. The Township will also provide accommodation for

meetings of the Board, maintenance of the records of the District and any necessary staffing for the Board.

(b) The City shall provide, or cause to be provided, the following services to the District: fire and emergency medical services (to the extent the Worthington Division of Fire is obligated to provide fire and emergency medical services to the Township during the term of the Contract, consistent with the provisions of a separate agreement for said services), and the administration, collection and enforcement of the District Income Tax pursuant to the Tax Agreement (as hereinafter defined). The City will also engage in economic development activities which serve to complement and benefit potential economic development areas located in, adjacent to and/or around the District as determined in the sole discretion of the City. The City is not expected or required to undertake any promotional activity to the detriment of development areas located within the boundaries of the City.

Section 4. Economic Development Plan. The Economic Development Plan for the District shall consist of that Economic Development Plan attached hereto and incorporated herein as Exhibit B to this Contract, and includes a schedule for the provision of new, expanded, enhanced or additional services, facilities and improvements to be provided in the District.

Section 5. Schedule for the Collection of the District Income Tax. A schedule for the collection of the District Income Tax within the District is attached hereto and incorporated herein as Exhibit C to this Contract.

Section 6. Board of Directors. The Township and City hereby establish the Board to govern the District in accordance with Ohio Revised Code Section 715.72(P). If there are businesses located and persons working within the area or areas to be included within the District, then the Board shall initially consist of the following five members:

- (a) one member representing the City;
- (b) one member representing the Township
- (c) one member representing owners of businesses located within the District;
- (d) one member representing the persons working within the District; and
- (e) one member selected by the above-described other members.

The Worthington City Council shall appoint the member described in (a) and (c) above.

The Board of Trustees of the Township shall appoint the member described in (b) and (d) above.

If there are no businesses located or persons working within the area or areas to be included in the District, the Board shall be composed of the members as set forth in (a), (b) and (e), above. If the Board is originally composed of the members as set forth in (a), (b) and (e), above, and subsequently one or more businesses are located, or persons begin working, in the District, the Board shall be increased to five (5) members by the appointment of the members as set forth in (c) and (d), above, in accordance with the procedure for such appointments as hereinbefore set forth.

The terms of service of each member of the Board shall be established in accordance with Ohio Revised Code Section 715.72(P). A member of the Board may be reappointed to the Board, but no member shall serve more than two consecutive terms on the Board. The member of the Board described in (e), above, shall serve as Chairperson of the Board. Each Board member shall attend all meetings of the Board unless excused by action of a majority of the other members. A Board member who is absent without being excused for three (3) consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as successor for the unexpired term of such member.

The Board members described in (a), (b), (c) and (d), above shall serve at the pleasure of the entity appointing such member(s). Unless sooner removed, a member shall serve until such member's successor is appointed and qualified.

The members of the Board shall serve without compensation as such members. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with procedures established by the Board.

The Board shall elect the following officers (together with the Chairperson, the "Officers") from among its members: a Vice Chair and a Secretary and a Treasurer, provided that the Secretary and Treasurer may be the same person. Such Officers shall be elected at the first meeting of the Board every year for a one-year term. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 7. Powers, Duties, Functions. The Board shall meet at least once each calendar year on a date determined by the Board, provided that the first meeting of the Board shall occur within one hundred twenty (120) days of the Effective Date. The Board shall adopt procedures for holding and conducting regular and special meetings. Meetings may be held at the offices of the Township or at other locations within the Township as determined by the Board. The principal office and mailing address of the District and the Board shall be determined by the Board at its first meeting and may be changed by the Board from time to time. The Board may maintain an office within the Township. If the Board consists of three members, a minimum of two members shall constitute a quorum for Board meeting purposes. If the Board consists of five members, a minimum of three members shall constitute a quorum for Board meeting purposes. The Board shall act through resolutions adopted by the Board. In the case of a three-member Board, a



resolution must receive the affirmative vote of at least two members of the Board to be adopted. In the case of a five-member Board, a resolution must receive the affirmative vote of at least three members of the Board to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution.

The Board may adopt by-laws for the regulation of its affairs and the conduct of its business consistent with this Contract.

The Chairperson shall preside over and conduct the meetings of the Board in accordance with its by-laws or other procedures adopted by the Board. The Chairperson or any two other members of the Board may call special meetings of the Board by giving 24-hour written notice of such meeting to each member delivered to his or her residence or place of business.

The Vice Chairperson shall act as Chairperson in the temporary absence of the Chairperson.

The Secretary shall be responsible for the records of the Board including, but not limited to, correspondence and minutes of the meetings of the Board.

The Treasurer shall be the fiscal officer of the Board and shall be responsible for all fiscal matters of the Board including, but not limited to, the preparation of the budget and the appropriations resolution, paying or providing for the payment of expenses of operation of the Board, receiving, safekeeping and investing, or providing for the receipt, safekeeping and investment of, funds of the Board and maintaining, or providing for the maintenance of, accurate accounts of all receipts and expenditures.

The Board shall designate by resolution, or in its by-laws, those Officers who may sign documents on behalf of the Board.

The Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the Township (which is currently January 1 through December 31). The budget shall estimate the revenues of the District and expenses of the operation of the District. The Board shall establish an appropriations procedure to provide for payment of the operating expenses of the District.

The Board, on behalf of the District, shall maintain a system of accounting established and administered in accordance with generally accepted accounting principles applicable to government entities and consistently applied, in such form as required by the State of Ohio. The Board shall furnish to the Worthington Director of Finance and to representatives of the Township as soon as available and in any event within seventy-five (75) days after the end of each fiscal year the following reports:

(A) A financial report for the fiscal year then ended, together with all notes thereto, fairly presenting the financial condition and results of operations of the District for the periods covered.

(B) Copies of any State mandated audits received by the Board on behalf of the District.

It is expressly understood that the Board shall provide such items to the Worthington Director of Finance and to representatives of the Township in a timely manner. In addition, the Board shall provide the Worthington Finance Director and to representatives of the Township such other information as they reasonably request.

The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purpose of this Contract.

The Board, on behalf of the District, may:

(1) purchase, receive, hold, lease or otherwise acquire, and sell, convey, transfer, lease, sublease or otherwise dispose of, real and personal property, together with such rights and privileges as may be incidental and appurtenant thereto and the use thereof, including but not limited to, any real or personal property acquired by the District from time to time in the satisfaction of debts or enforcement of obligations, or otherwise;

(2) acquire, purchase, construct, reconstruct, enlarge, furnish, equip, maintain, repair, sell, exchange, lease or rent to others, lease or rent from others, or operate facilities for the District;

(3) make available the use or services of any District facility to one or more persons, one or more governmental agencies, or any combination thereof;

(4) apply to the proper authorities of the United States pursuant to appropriate law for the right to establish, operate, and maintain foreign trade zones within the area or jurisdiction of the District and to establish, operate and maintain such foreign trade zones;

(5) establish and maintain such funds or accounts as it deems necessary, either of its own or in conjunction with or through a JEDD Party;

(6) promote, advertise and publicize the District and its facilities, provide information relating to the District and promote the interests and economic development of the District, the JEDD Parties, the County and the State;

(7) make and enter into all contracts and agreements and authorize one or more Officers to sign all instruments necessary or incidental to the performance of its duties and the execution of its powers under this Contract;

(8) employ managers and other employees and retain or contract with consulting engineers, financial consultants, accounting experts, architects, attorneys and such other consultants and independent contractors as are necessary in its judgment to carry out the purposes

of this Contract, and fix the compensation thereof, which shall be payable from any available funds of the District;

(9) receive and accept from any federal agency, state agency or other person grants for or in aid of the construction, maintenance or operation of any District facility, for research and development with respect to District facilities or for programs or other projects of the District, and receive and accept aid or contributions from any source of money, property, labor or other things of value, to be held, used and applied only for the purposes for which such grants, aid or contributions are made; and

(10) purchase fire and extended coverage and liability insurance for any District facility and for the office of the District and such other insurance protecting the District and its Board, Officers and employees against liability for damage to property or injury to or death of persons arising from its operations, and any other insurance that the Board may determine to be reasonably necessary.

The Board may enter into an agreement with a JEDD Party to administer and implement employment and discharge of, and salaries, benefits and work rules established for, employees of the District. All costs of employment, including but not limited to, compensation, salaries, benefits, taxes and insurance, shall be paid from revenues of the District. The Township and the City shall not be the employer of the employees of the District and shall not have any liability for any costs of employment or any other costs or expenses arising from such employment.

The Board may enter into an agreement with a JEDD Party to provide financial and accounting services, administrative support services, economic development consulting, or other necessary services.

The Board may provide by resolution that the purchases of real or personal property and other goods or services shall comply with applicable rules or regulations of the Township.

The Board is authorized to do all acts and things necessary or convenient to carry out the powers granted in this Contract.

Section 8. Levy of District Income Tax. The Board is hereby authorized to levy an income tax within the entire District in accordance with Ohio Revised Code Section 715.72 (the “District Income Tax”). The resolution of the Board levying the District Income Tax shall require that a percentage, not to exceed two percent (2%) of the gross amount of the District Income Tax, shall be set aside for the long-term maintenance and operation of the District (the “Maintenance Fees”). The Board shall enact the District Income Tax authorized by this Section at or within one hundred twenty (120) days after the initial meeting of the Board. The rate of the District Income Tax shall be equal to the rate of the municipal income tax levied by the City (currently 2.5%) and shall change from time to time to remain equal to the rate of the municipal income tax levied by the City. The Board and/or the JEDD Parties shall take all actions necessary in order to effectuate such change(s). The revenues of the District Income Tax shall be used to carry out the Economic Development Plan for the District and for any other lawful purpose pursuant to the provisions of this Contract. The resolution of the Board levying the District Income Tax shall provide that the District Income Tax shall be effective as soon as legally permissible but, in any event, no later than ninety-five (95) days after the adoption of that resolution. The provisions of the District Income Tax within the Tax Agreement shall be similar to the provisions of the City’s municipal income tax and acceptable to the City Director of Finance. The District Income Tax shall apply in the entire District throughout the term of this Contract notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

Section 9. Administration of District Income Tax. In accordance with Ohio Revised Code Section 715.72 of the Revised Code, the Board shall enter into an agreement with the City to administer, collect and enforce the District Income Tax on behalf of the District (the “Tax Agreement”). The Tax Agreement shall provide that the City Director of Finance shall be the Administrator of the District Income Tax (the “Administrator”), who shall be responsible for the receipt and safekeeping of the District Income Tax. The Tax Agreement shall also provide that the Administrator shall make an annual report to the City, Township, and Board regarding the receipt and distribution of the District Income Tax. The Tax Agreement shall also provide for the payment of a fee by the District to the City to reimburse the City for the actual costs incurred by the City in administering, collecting and enforcing the District Income Tax on behalf of the District (the “City Administration Fee”) in accordance with the formula contained therein, which formula shall be not less than the amount charged to the City by the Regional Income Tax Authority (“RITA”) for the administration, collection and enforcement of the City’s municipal income tax levied within the corporate limits (which rate is currently 3%).

Section 10. Distribution of District Income Tax. On the first business day of each quarter, the Administrator shall provide the District with the proceeds of the Maintenance Fee, which shall be an amount sufficient for the long-term maintenance of the District and to pay the outstanding or expected expenses of the operation of the District for that quarter (excluding the City Administration Fee which amount shall be paid first from the District Income Tax revenues in accordance with the Tax Agreement) in accordance with the budget and the appropriations resolution (as amended from time to time) of the Board. The cost of state mandated audits of the District shall first be paid from sums allocated to the District and, if insufficient, from the District

Income Tax revenue. In addition, a JEDD Party may, at its option, contribute additional funds to the District to be used for District purposes.

The proceeds of the District Income Tax (including all investment earnings on such proceeds, and minus any refunds to taxpayers) in excess of those provided to the District (and those paid as a reimbursement to the City for the City Administration Fee under the Tax Agreement) shall be paid or credited by the Administrator to the JEDD Parties without need of further action by the Treasurer or the Board. On the 10<sup>th</sup> business day of each quarter, the Administrator shall allocate the remaining amount of the District Income Tax then on deposit with the Administrator into two (2) parts to be distributed to the JEDD Parties as follows:

(a) To the City, an amount equal to 20 percent of the remaining amount. That amount may be used by the City for any lawful purpose; and

(b) To the Township, an amount equal to 80 percent of the remaining amount.

That amount may be used by the Township for any lawful purpose.

Section 11. Annexation; Zoning; Other Revenues. During the initial term of this Contract and any renewal thereof, the City agrees that it will not encourage, petition for, assist with or support the annexation of all or any portion of the District to any municipal corporation; provided, however, this provision shall not apply if the Board of Trustees of the Township adopts a resolution consenting to the commencement of the proceeding. Although the City is not prohibited from taking those actions specifically required by applicable Ohio law in connection with the processing of an annexation petition for all or any portion of the District, the City agrees that, so long as this Contract remains in effect and unless the Township adopts a resolution consenting to the commencement of proceedings, the City shall not accept any annexation petitions for any property located in the District.

Unless preempted by the Township, Franklin County shall retain and administer all planning, platting, zoning and land use authority affecting all portions of the District that are not within the corporate limits of a municipal corporation.

Except as set forth in Sections 8, 9 and 10 of this Contract, as to the District Income Tax to be levied in the District, the Township shall retain all of its interest in all other tax revenues generated in the territory in the District, including, but not limited to, real estate, personal property, estate taxes, motel taxes and service levies. Pursuant to Ohio Revised Code Section 715.72(U), no JEDD Party shall grant any tax exemption under Chapter 1728 or Ohio Revised Code Sections 3735.67, 5709.62, 5709.63 and 5709.632 for any property in the District without the express written consent of the other JEDD Party. The JEDD Parties hereby agree for purposes of this Contract that Tax Increment Financing pursuant to Ohio Revised Code Chapter 5709 is not a tax exemption pursuant to the provisions of Ohio Revised Code Section 715.72(U). The City agrees that the Township shall have the right, in its sole and absolute discretion, to grant Tax Increment Financing within the District for any purpose permitted by Ohio Revised Code Chapter 5709. The City consents to the use of Tax Increment Financing within the District by the Township and agrees that no further consent is required from the City. The City agrees not to withdraw its consent or to object to the use of Tax Increment Financing with the District by the Township even in the event it is later determined that Tax Increment Financing does come within the concept of a tax exemption as those terms are used in Ohio Revised Code Section 715.72. The Township shall also have the right to issue and reissue levies within all areas of Sharon Township, including the territory in the District, for any purpose permissible under law.

Section 12. Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. The entity in default shall have thirty (30) days after receiving



written notice from a non-defaulting entity of the event of default to cure that default. If the default is not cured within that time period, the non-defaulting entity may sue the defaulting entity for specific performance under this Contract or for damages or both. Other than as provided in Section 2 hereof, this Contract may not be canceled or terminated because of a default unless the Township and the City agree to such cancellation or termination.

Section 13. Amendments. This Contract may be amended at any time to add property to the District in the manner prescribed by the JEDD Statute and by a written agreement by and among the Township and the City. This Contract may also be amended at any time for any purpose other than adding property to the District by a written agreement by and between the Township and the City.

Section 14. Compliance with Ohio Revised Code Section 715.72(K) and 725.72(O). The Township agrees that it shall, on behalf of itself and the City send any and all notices, and make all filings, required by Ohio Revised Code Section 715.72(K) and 715.72(O). The City agrees to cooperate with, and provide any necessary information and documents to, the Township necessary for the Township to give such notices and make such filings.

Section 15. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Board, the District, the Township and the City and their respective successors. This Contract shall not inure to the benefit of any person or entity other than the Board, the District, the Township and the City.

Section 16. Support of Contract. The Township and the City agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District. The Township and the City shall support this Contract and shall defend the same against any lawsuits brought against the District or the Board or the Township or the City in

conjunction with the District. The expenses and fees of the Board, the Township and the City, including reasonable attorney fees, incurred in any lawsuit brought against the District or the Board or the Township or the City shall be paid or reimbursed from the District Income Tax revenues prior to any distributions to the JEDD Parties. If the District Income Tax revenues are insufficient at any time to pay such expenses and fees, then each of the JEDD Parties shall initially pay their own respective expenses and fees, and the JEDD Parties shall each be reimbursed for the amount of such expenses and fees paid by them when the District Income Tax revenues are available for that reimbursement.

Notwithstanding the foregoing and only to the extent not otherwise covered by insurance, if the District Income Tax revenues are insufficient at any time to pay the expenses and fees of the Board incurred in the defense of a lawsuit brought by a third party within one (1) year of the Effective Date which seeks to terminate or similarly challenge this Contract, the Township shall undertake the defense on behalf of the Board, and the Township shall be reimbursed for the amount of such expenses and fees paid by the Township when the District Income Tax revenues are available for that reimbursement. In the event of such litigation, the Township shall have the sole and unilateral authority to terminate the Contract without the consent of the other JEDD Parties; provided, however, that the Township shall provide the other JEDD Parties with thirty (30) days prior written notice of such termination. Moreover, the Township shall have the authority to control, compromise and/or settle such litigation on such terms as the Township deems satisfactory.

Section 17. Signing Other Documents. The Township and the City agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to sign

or cause to be signed, in a timely fashion, all other necessary instruments and documents, and to take such other actions, in order to effectuate the purposes of this Contract.

Section 18. Severability. Except as provided in Section 2 hereof, in the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

(1) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,

(2) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof, and

(3) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19. Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State, and in particular the JEDD Statute. In the event that the JEDD Statute are amended or are supplemented by the enactment of a new section(s) of the Revised Code relating to Joint Economic Development Districts, the JEDD Parties may agree at the time to follow either the provisions of the JEDD Statute existing on the date of this Contract or the provisions of the JEDD Statute as amended or supplemented, to the extent permitted by law.

Section 20. Notices. All notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if

actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other entity at the address set forth in this Contract or any addendum to or counterpart of this Contract, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Contract, notices shall be addressed to:

The Township at:

Sharon Township Board of Trustees  
95 E. Wilson Bridge Rd.  
Worthington, OH 43085

With a copy simultaneously sent or delivered to:

Julia E. Donnan  
Brosius, Johnson & Griggs, LLC  
1600 Dublin Road, Suite 100  
Columbus, Ohio 43215

The City at:

City of Worthington  
Law Director  
374 Highland Avenue  
Worthington, OH 43085

With a copy simultaneously sent or delivered to:

City of Worthington  
Economic Development Director  
6550 N. High Street  
Worthington, OH 43085

Section 21. Captions and Headings. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof.

Section 22. Counterparts. This Contact may be executed in multiple counterparts, each of which shall be regarded for all purposes an original; and such counterparts will constitute but one and the same instrument.

Section 23. Appropriation. The financial obligations of the City and the Township, as applicable, under this Contract are expressly subject to future ordinances or resolutions of the City Council or the Township Trustees, respectively, appropriating and authorizing the expenditure of such funds as are necessary to meet their respective financial obligations occurring after the current fiscal year. Those obligations, as applicable, of the City or the Township are also subject to the certification of the Director of Finance of the City or the Township Fiscal Officer under Ohio Revised Code Sections 5705.41 and 5705.44. Notwithstanding anything to the contrary contained in this Contract, the financial obligations of the City and the Township, respectively, under this Contract shall be conditioned upon the availability of sufficient funds lawfully appropriated for such purposes.

IN TESTIMONY WHEREOF, the Township and the City have caused this Contract to be duly signed in their respective names by their duly authorized officers as of the date hereinbefore written.

**THE CITY**

By: \_\_\_\_\_  
City Manager

**Approved as to form:**

\_\_\_\_\_  
Worthington Law Director

**THE TOWNSHIP**

**Approved as to form:**

By: \_\_\_\_\_  
Township Trustee

\_\_\_\_\_  
Township Legal Counsel

**DIRECTOR OF FINANCE'S CERTIFICATE**

The undersigned, director of finance of the City, hereby certifies that the moneys required to meet the obligations of the City during the year 2020 under the Contract have been lawfully appropriated by the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Director of Finance  
City of Worthington, Ohio

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, fiscal officer of the Township, hereby certifies that the moneys required to meet the obligations of the Township during the year 2020 under the Contract have been lawfully appropriated by the Township for such purposes and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Dated: \_\_\_\_\_, 2020

\_\_\_\_\_  
Township Fiscal Officer  
Township of Sharon, Ohio

**EXHIBIT A-1**

**Sharon Township Joint Economic Development District**

**Description of the District**

The Sharon Township Joint Economic Development District (the "JEDD") consists of five contiguous parcels located within Sharon Township (Franklin County), Ohio (the "Township"). The map attached as Exhibit A-2 shows the location of the five parcels. Franklin County, Ohio parcel numbers 250-006938, 250-006893, 250-006936, 250-006937 and 250-000023. All parcels are currently zoned "Exceptional Use". The property description of these parcels within the JEDD is also attached as Exhibit A-3.

Parcel numbers 250-006938 and 250-006893 are or are anticipated to be operated as a shopping center.

Parcel numbers 250-006936 and 250-006937 are or are anticipated to be operated as a senior/assisted living facility.

Parcel number 250-000023 is being or is anticipated to be operated for commercial purposes.



EXHIBIT A-2



**EXHIBIT A-3**

FRANKLIN COUNTY, OH

Recorded: 04/16/2019 03:49:20 PM

Instrument # 201904160043383

Page: 4 of 6

**LEGAL DESCRIPTION****4.740 Acres**

Situated in the State of Ohio, County of Franklin, Township of Sharon, Quarter Township 2, Township 2, Range 18, United States Military District, being part of an 11.162 acre tract, which is part of Lot Number 1 in Worthington Hills Centre as recorded in Plat Book 46, Page 47 and being as conveyed to Continental Hills, LLC in Instrument Number 201703020029459 as more particularly described as follows;

Beginning at a 3/4" pipe capped BDM at northwest corner of said 11.162 acre tract, the southwest corner of Lot 1 of Mt. Airyshire Office Park as recorded in Plat Book 81, Page 57, the southeast corner of Reserve "A" in said Mt. Airyshire Office Park, being in the north line of said Lot 1 of Worthington Hills Centre, and being in the easterly right-of-way line of Olentangy River Road (S.R. 315 ~ R/W Varies) as dedicated in said Worthington Hills Centre;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre, the south line of said Lot 1 of Mt. Airyshire Office Park, the southerly right of way line of Mt. Airyshire Boulevard as dedicated in Plat Book 81, Page 57, **S 86° 57' 22" E, 250.04 feet** to a 3/4" pipe capped BDM at an angle point in north line of said 11.162 acre tract and said Lot 1 of Worthington Hills Centre, and being in the south line of Lot 5 of said Mt. Airyshire Office Park, and also being the northwest corner of a 1.830 acre tract as conveyed to Ohio-American Water Company in Instrument Number 200201150013687;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre and the west line of said 1.830 acre tract, **S 03° 02' 38" W, 200.01 feet** to a 3/4" pipe at the southwest corner of said 1.830 acre tract and being an angle point in the north line of said 11.162 acre tract and the north line of said Lot 1 of Worthington Hills Centre and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre and the south line of said 1.830 acre tract, **S 86° 57' 22" E**, passing a 3/4" pipe capped Bird and Bull at 288.06 feet, **a total distance of 417.26 feet** to the southeast corner of said 1.830 acre tract, the northeast corner of said 11.162 acre tract, the northeast corner of said Lot 1 of Worthington Hills Centre and being the approximate centerline of the Olentangy River;

Thence with the east line of said 11.162 acre tract, the east line of said Lot 1 of Worthington Hills Centre and the approximate centerline of the Olentangy River, the following two (2) courses:

1. **S 07° 31' 37" E, 301.96 feet** to an angle point in the east line of said 11.162 acre tract and the east line of said Lot 1 of Worthington Hills Centre;
2. **S 24° 01' 06" E, 37.45 feet** to an angle point in the east line of said 11.162 acre tract and the east line of said Lot 1 of Worthington Hills Centre;

Thence cross said 11.162 acre tract and said Lot 1 of Worthington Hills Centre, **S 80° 39' 12" W**, passing an iron pin set at 130.00 feet, **a total distance of 520.19 feet** to an iron pin set in the west line of said 11.162 acre tract and the east line of a 0.607

## EXHIBIT A-3

FRANKLIN COUNTY, OH

Recorded: 04/16/2019 03:49:20 PM

Instrument # 201904160043383

Page: 5 of 6

acre tract as conveyed to Star Bank, National Association in Official Record 29541, Page A14;

Thence with the west line of said 11.162 acre tract and the east line of said 0.607 acre tract across said Lot 1 of Worthington Hills Centre, **N 09° 23' 39" W, 267.46 feet** to a railroad spike at an angle point in the west line of said 11.162 acre tract and the northeast corner of said 0.607 acre tract;

Thence with the west line of said 11.162 acre tract and the north line of said 0.607 acre tract across said Lot 1 of Worthington Hills Centre, **S 80° 56' 22" W, 124.65 feet** to a railroad spike at an angle point in the west line of said 11.162 acre tract, the northwest corner of said 0.607 acre tract and being in the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract and the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre, **N 09° 05' 15" W, 94.32 feet** to an iron pin set;

Thence across said 11.162 acre tract and said Lot 1 of Worthington Hills Centre the following two (2) courses:

1. **N 83° 06' 24" E, 221.00 feet** to an iron pin set;
1. **N 03° 02' 38" E, 76.41 feet** to the **TRUE POINT OF BEGINNING**, containing **4.740 acres**, more or less, 3.727 acres being in Auditor's Parcel Number 250-000023 and 1.013 acres being Auditor's Parcel Number 250-006893.

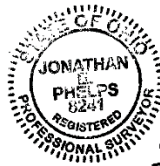
The above description was prepared by Advanced Civil Design Inc. and based on existing Franklin County records, along with an actual field survey. A drawing of the above description is attached hereto and made a part thereof.

Iron pins set are 3/4" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the easterly right of way line of Olentangy River Road having a bearing of N 09° 05' 15" W

All references used in this description can be found at the Recorder's Office Franklin County, Ohio.

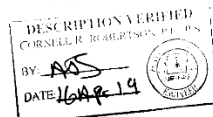
APPROVED BY FRANKLIN COUNTY  
ECONOMIC DEVELOPMENT &  
PLANNING DEPARTMENT  
**NO PLAT REQUIRED**  
*[Signature]*  
Authorized By 054-19-LS Date 1/22/19



ADVANCED CIVIL DESIGN INC.

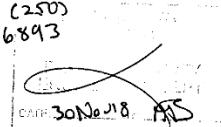
*[Signature]* 11/30/18  
Jonathan E/ Phelps, PS  
Registration No. 8241

Z:\17-0072-11\survey\4.740acdesc.doc



on split  
30727 am  
out of  
(250)  
23  
and

All in  
Bal of  
(250)  
6893



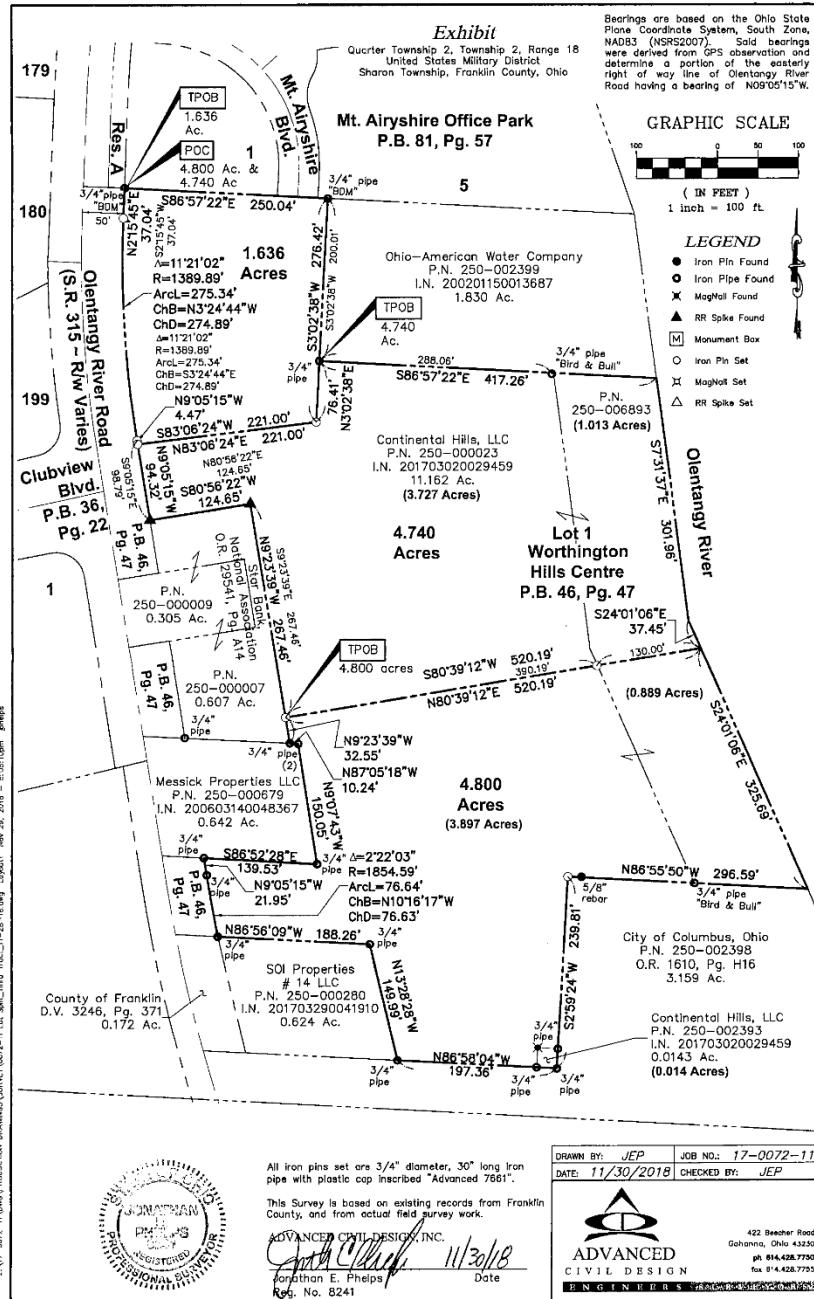
## EXHIBIT A-3

FRANKLIN COUNTY, OH

Recorded: 04/16/2019 03:49:20 PM

Instrument # 201904160043383

Page: 6 of 6





**EXHIBIT A-3**

FRANKLIN COUNTY, OH

Recorded: 04/16/2019 03:49:22 PM

Instrument # 201904160043385

Page: 4 of 6

**LEGAL DESCRIPTION****1.636 Acres**

Situated in the State of Ohio, County of Franklin, Township of Sharon, Quarter Township 2, Township 2, Range 18, United States Military District, being part of an 11.162 acre tract, which is part of Lot Number 1 in Worthington Hills Centre as recorded in Plat Book 46, Page 47 and being as conveyed to Continental Hills, LLC in Instrument Number 201703020029459 as more particularly described as follows;

Beginning at a 3/4" pipe capped BDM at northwest corner of said 11.162 acre tract, the southwest corner of Lot 1 of Mt. Airyshire Office Park as recorded in Plat Book 81, Page 57, the southeast corner of Reserve "A" in said Mt. Airyshire Office Park, being in the north line of said Lot 1 of Worthington Hills Centre, and being in the easterly right-of-way line of Olentangy River Road (S.R. 315 ~ R/W Varies) as dedicated in said Worthington Hills Centre and also being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre, the south line of said Lot 1 of Mt. Airyshire Office Park, the southerly right of way line of Mt. Airyshire Boulevard as dedicated in Plat Book 81, Page 57, **S 86° 57' 22" E, 250.04 feet** to a 3/4" pipe capped BDM at an angle point in north line of said 11.162 acre tract and said Lot 1 of Worthington Hills Centre, and being in the south line of Lot 5 of said Mt. Airyshire Office Park, and also being the northwest corner of a 1.830 acre tract as conveyed to Ohio-American Water Company in Instrument Number 200201150013687;

Thence with the north line of said 11.162 acre tract, the north line of said Lot 1 of Worthington Hills Centre and the west line of said 1.830 acre tract, and also across said 11.162 acre tract, **S 03° 02' 38" W, passing a 3/4" pipe at 200.01 feet, a total distance of 276.42 feet** to an iron pin set;

Thence across said 11.162 acre tract, **S 83° 06' 24" W, 221.00 feet** to an iron pin set in the west line of said 11.162 acre tract and the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract and the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre, the following three (3) courses:

1. **N 09° 05' 15" W, 4.47 feet** to an iron pin set;
2. Along a curve to the right, having a central angle of **11° 21' 02"** and a radius of **1389.89 feet**, an arc length of **275.34 feet**, a chord bearing and chord distance **N 03° 24' 44" W, 274.89 feet** to an iron pin set;
3. **N 02° 15' 45" E, 37.04 feet** to the **TRUE POINT OF BEGINNING**, containing **1.636 acres**, more or less.

The above description was prepared by Advanced Civil Design Inc. and based on existing Franklin County records, along with an actual field survey. A drawing of the above description is attached hereto and made a part thereof.

# EXHIBIT A-3

FRANKLIN COUNTY, OH

Recorded: 04/16/2019 03:49:22 PM

Instrument # 201904160043385

Page: 5 of 6

Iron pins set are 3/4" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the easterly right of way line of Olentangy River Road having a bearing of N 09° 05' 15" W

All references used in this description can be found at the Recorder's Office Franklin County, Ohio.

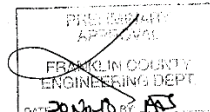
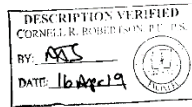


ADVANCED CIVIL DESIGN INC.

*Jonathan E. Phelps* 4/30/18  
Jonathan E. Phelps, PS  
Registration No. 8241

Z:\17-0072-11\survey\1.636adesc.doc

All the  
Bal at  
(250)  
23





## EXHIBIT A-3

### LEGAL DESCRIPTION

#### 4.800 Acres

Situated in the State of Ohio, County of Franklin, Township of Sharon, Quarter Township 2, Township 2, Range 18, United States Military District, being part of an 11.162 acre tract, which is part of Lot Number 1 in Worthington Hills Centre as recorded in Plat Book 46, Page 47, and also being all of a 0.0143 acre tract as both are conveyed to Continental Hills, LLC in Instrument Number 201703020029459, as more particularly described as follows;

Commencing at a 3/4" pipe capped BDM at northwest corner of said 11.162 acre tract, the southwest corner of Lot 1 of Mt. Airyshire Office Park as recorded in Plat Book 81, Page 57, the southeast corner of Reserve "A" in said Mt. Airyshire Office Park, being in the north line of said Lot 1 of Worthington Hills Centre, and being in the easterly right-of-way line of Olentangy River Road (S.R. 315 ~ R/W Varies) as dedicated in said Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract and the easterly right of way line of Olentangy River Road as dedicated in said Worthington Hills Centre, the following three (3) courses:

1. **S 02° 15' 45" W, 37.04 feet** to an iron pin set;
2. Along a curve to the left, having a central angle of **11° 21' 02"** and a radius of **1389.89 feet**, an arc length of **275.34 feet**, a chord bearing and chord distance **S 03° 24' 44" E, 274.89 feet** to an iron pin set;
3. **S 09° 05' 15" E**, about **98.79 feet** a railroad spike at the northwest corner of a 0.607 acre tract as conveyed to Star Bank, National Association in Official Record 29541, Page A14;

Thence with the west line of said 11.162 acre tract and the north line of said 0.607 acre tract across said Lot 1 of Worthington Hills Centre, **N 80° 56' 22" E, 124.65 feet** to a railroad spike at an angle point in the west line of said 11.162 acre tract and being the northeast corner of said 0.607 acre tract;

Thence with the west line of said 11.162 acre tract and the east line of said 0.607 acre tract across said Lot 1 of Worthington Hills Centre, **S 09° 23' 39" E, 267.46 feet** to an iron pin set and being the **TRUE POINT OF BEGINNING** for the land herein described as follows;

Thence crossing said 11.162 acre tract and said Lot 1 of Worthington Hills Centre, **N 80° 39' 12" E**, passing an iron pin set at 390.19, **a total distance of 520.19 feet** to the east line of said 11.162 acre tract, the east line of said Lot 1 of Worthington Hills Centre and being in the approximate centerline of the Olentangy River;

Thence with the east line of said 11.162 acre tract, the east line of said Lot 1 of Worthington Hills Centre and the approximate centerline of the Olentangy River, **S 24° 01' 06" E, 325.69 feet** to the southeast corner of said 11.162 acre tract, the southeast corner of said Lot 1 of Worthington Hills Centre and the northeast corner of a 3.159 acre tract as conveyed to City of Columbus, Ohio in Official Record 1610, Page H16;

Thence with the south line of said 11.162 acre tract, the south line of said Lot 1 of Worthington Hills Centre and the north line of said 3.159 acre tract, **N 86° 55' 50" W**, passing a 3/4" pipe capped Bird and Bull at 140.29 feet, a 5/8 rebar at 279.65 feet, a



### EXHIBIT A-3

**total distance of 296.59 feet** to an iron pin set at an angle point in the north line of said 3.159 acre tract, being an angle point in the south line of said 11.162 acre tract and an angle point in the south line of said Lot 1 of Worthington Hills Centre;

Thence with the south line of said 11.162 acre tract, the south line of said Lot 1 of Worthington Hills Centre, the east line of said 0.0143 acre tract, and the north line of said 3.159 acre tract, **S 02° 59' 24" W**, passing over a 3/4" pipe at 214.90 feet, **a total distance of 239.81 feet** to a 3/4" pipe at the southeast corner of said 0.0143 acre tract and being an angle point in the north line of said 3.159 acre tract;

Thence with the south line of said 0.0143 acre tract, the south line of said 11.162 acre tract, the south line of said Lot 1 of Worthington Hills Centre and the north line of said 3.159 acre tract, **N 86° 58' 04" W**, passing over a 3/4" pipe at 25.07 feet, **a total distance of 197.36 feet** to a 3/4" pipe at the southwest corner of said 11.162 acre tract, the southwest corner of said Lot 1 of Worthington Hills Centre and the southeast corner of a 0.624 acre tract as conveyed to SOI Properties#14 LLC in Instrument Number 201703290041910;

Thence with the west line of said 11.162 acre tract, the west line of said Lot 1 of Worthington Hills Centre and the east line of said 0.624 acre tract, **N 13° 28' 28" W**, **149.99 feet** to a 3/4" pipe at the northeast corner of said 0.624 acre tract, an angle point in the west line of said 11.162 acre tract and an angle point in the west line of said Lot 1 of Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract, the west line of said Lot Number 1 in Worthington Hills Centre and the north line of said 0.624 acre tract, **N 86° 56' 09" W**, **188.26 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract, the northwest corner of said 0.624 acre tract, the northeast corner of a 0.172 acre tract as conveyed to County of Franklin in Deed Volume 3246, Page 371 and being in the easterly right of way line of Olentangy River Road (S.R. 315);

Thence with the west line of said 11.162 acre tract and the easterly right-of-way line of Olentangy River Road as dedicated in said Worthington Hills Centre across said Lot 1 of Worthington Hills Centre the following two (2) courses:

1. Along a curve to the right, having a central angle of **02° 22' 03"** and a radius of **1854.59 feet**, an arc length of **76.64 feet**, a chord bearing and chord distance **N 10° 16' 17" W**, **76.63 feet** to a 3/4" pipe;
2. **N 09° 05' 15" W**, **21.95 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract, being in the south line of a 0.642 acre tract as conveyed to Messick Properties LLC in Instrument Number 200603140048367 and being in the west line of said Lot 1 of Worthington Hills Centre;

Thence with the west line of said 11.162 acre tract, the west line of said Lot Number 1 in Worthington Hills Centre and the south line of said 0.642 acre tract, **S 86° 52' 28" E**, **139.53 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract, an angle point in the west line of said Lot Number 1 in Worthington Hills Centre and being the southeast corner of said 0.642 acre tract;

Thence with the west line of said 11.162 acre tract, the west line of said Lot Number 1 in Worthington Hills Centre and the east line of said 0.642 acre tract, **N 09° 07' 43" W**, **150.05 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract, an angle point in the west line of said Lot Number 1 in Worthington Hills Centre and being the northeast corner of said 0.642 acre tract;

### EXHIBIT A-3

Thence with the west line of said 11.162 acre tract, the west line of said Lot Number 1 in Worthington Hills Centre and the north line of said 0.642 acre tract, **N 87° 05' 18" W, 10.24 feet** to a 3/4" pipe at an angle point in the west line of said 11.162 acre tract and being the southeast corner of a 0.607 acre tract as conveyed to Star Bank National Association in Official Record 29541, Page A14;

Thence with the west line of said 11.162 acre tract and the east line of said 0.607 acre tract across said Lot Number 1 in Worthington Hills Centre, **N 09° 23' 39" W, 32.55 feet** to the **TRUE POINT OF BEGINNING**, containing **4.800 acres**, more or less, 3.897 acres being in Auditor's Parcel Number 250-000023 and 0.889 acres being Auditor's Parcel Number 250-006893 and 0.014 acres being in Auditor's Parcel Number 250-002393.

The above description was prepared by Advanced Civil Design Inc. and based on existing Franklin County records, along with an actual field survey. A drawing of the above description is attached hereto and made a part thereof.

Iron pins set are 3/4" diameter, 30" long pipe with plastic cap inscribed "Advanced 7661".

Bearings are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (NSRS2007). Said bearings were derived from GPS observation and determine a portion of the easterly right of way line of Olentangy River Road having a bearing of N 09° 05' 15" W

All references used in this description can be found at the Recorder's Office Franklin County, Ohio.



**ADVANCED CIVIL DESIGN INC.**

*Jonathan E. Phelps* 11/30/18  
Jonathan E. Phelps, PS  
Registration No. 8241

APPROVED BY FRANKLIN COUNTY  
ECONOMIC DEVELOPMENT &  
PLANNING DEPARTMENT  
**NO PLAT REQUIRED**

*Burt M. Fiden* 11/21/19  
Authorized By 054-15-65 Date

Z:\17-0072-17\summary\4.800 ac desc.doc





## **EXHIBIT B**

### **Sharon Township Joint Economic Development District**

#### **Economic Development Plan**

The Sharon Township Joint Economic Development District (the “District”) is created pursuant to Section 715.72 of the Ohio Revised Code (the “Act”) by Sharon Township (Franklin County), Ohio (the “Township”), and the City of Worthington, Ohio (the “City”) to facilitate economic development and redevelopment in the District. The Economic Development Plan for the District will be to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, Franklin County (the “County”), the Township, the City and the District; and (ii) the construction of public infrastructure (the “Public Infrastructure”) to facilitate and support the commercial and residential development, which may include, but is not limited to, the construction of roadway improvements; construction and installation of public utility improvements; construction and installation of gas, electric and communication service facilities; construction and installation of stormwater and flood remediation projects and facilities; streetscape and landscaping improvements; acquisition of easements and other interests in real estate; and other public infrastructure located within the City and the Township, together with all necessary or appropriate appurtenances.

In accordance with Section 4 of the Sharon Township Joint Economic Development District Contract (the “Contract”) and Section 715.72(F)(3) of the Act, this Economic Development Plan outlines the goals for the District and the schedule for the provision of new, expanded, enhanced or additional services, facilities and/or improvements:

- a. Upon approval of the Contract and creation of the District, the Township and the City will provide services, as agreed upon by the parties, to assist the District with planning, marketing, promotion and related activities to facilitate economic development and redevelopment in the District. The District will cooperate with the Township and the City in activities that promote, complement and benefit economic development in the District and to further the economic development and redevelopment of the District.
- b. The District will cooperate with the Township and the City and regional entities to attract to and retain businesses that will drive economic development in the District.
- c. The District will encourage public and private partnerships to benefit the District and the region.
- d. The District will cooperate with the Township and the City and/or Franklin County to utilize other economic incentives to attract to and retain businesses in the District, including (without limitation) tax increment financing, property tax

incentives, Ohio Job Creation Tax Credits, Ohio 629 funds, Ohio Public Works funds, and developer contributions.

e. The Township shall provide all usual and customary governmental services furnished by the Township to similarly situated properties located in the unincorporated area of the Township outside of the District, including, but not limited to, law enforcement services, road maintenance, and code enforcement.

f. The City shall provide fire and emergency medical services (to the extent the Worthington Division of Fire is obligated to provide fire and emergency medical services to the Township during the term of the Contract, consistent with the provisions of a separate agreement for said services).

g. The City shall furnish additional services if allowed by law and mutually agreed upon by the City and the Board.

## **EXHIBIT C**

### **Sharon Township Joint Economic Development District**

#### **Schedule for the Collection of the District Income Tax**

The Sharon Township Joint Economic Development District (the “District”) to be created pursuant to the Joint Economic Development District Contract (the “Contract”) by and between the City of Worthington, Ohio (the “City”) and Sharon Township (Franklin County), Ohio (the “Township”) authorizes and anticipates the levy by the board of directors of the JEDD (the “Board”) of a tax on the income of persons working or residing in the District and the net profits of businesses located in the District at the same rate currently levied by the City (currently 2.5%) for distribution to the Board, the City and the Township.



**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: July 15, 2020

To: Matthew H. Greeson, City Manager

From: David McCorkle, Economic Development Director

Subject: **Resolution No. 36-2020 - Worthington Gateway Agreement – Amendment & Restatement**

---

**EXECUTIVE SUMMARY**

This agenda item is intended to provide an update on changes to the Worthington Gateway project and to request authorization for the City Manager to enter into an amended and restated Tax Increment Financing Service Agreement and Development Agreement with He Hari, Inc. for the redevelopment of the property.

**RECOMMENDATION**

Introduce and Approve as Presented

**BACKGROUND/DESCRIPTION**

The City and He Hari, Inc. entered into the original Tax Increment Financing (TIF) Service Agreement and Development Agreement on August 1, 2019.

In late May 2020, the developer of the Worthington Gateway project, The Witness Group, requested that the City consider increasing the maximum TIF reimbursement amount specific to the project's offsite public improvements. The Witness Group indicated that there were unexpected and increased costs associated with the offsite improvements that were not included in the original TIF documents and requested an increase to the maximum TIF reimbursement amount to account for these additional expenses. City staff, including the Service and Engineering Director, Planning Director, Law Director, and Economic Development Director, conducted a thorough analysis of the request and identified \$257,442 in offsite improvement costs that could be considered unexpected or supplemental asks of

the developer. Adding these costs to the previously approved \$3,400,000 TIF reimbursement cap would increase the maximum reimbursement amount to \$3,657,442, as reflected in the attached TIF Service Agreement and Development Agreement.

While making the proposed adjustment to the TIF reimbursement cap, as well as a few other minor edits to the contracts, the City and developer decided it would be cleaner to draft amended and restated documents. The proposed changes to both documents are summarized as follows:

TIF Service Agreement

- Makes “He Hari, Inc.” the original developer
- Adds “He Hari Development, LLC” as an additional developer
- Updates parcel numbers
- Replaces hotel with an additional 32,000sf of Class A office space
- Clarifies that interest does not begin accruing until the project expense has been incurred
- Increases TIF reimbursement maximum amount from \$3,400,000 to \$3,657,442

Development Agreement

- Makes “He Hari, Inc.” the original developer
- Adds “He Hari Development, LLC” as an additional developer
- Updates parcel numbers
- Replaces hotel with an additional 32,000sf of Class A office space
- Increases the number of new jobs from 60 to 75 and the annual payroll from \$2,500,000 to \$4,000,000
- Added a general site maintenance section to require periodic weeding, mowing, etc.
- Clarifies that the developer’s (48) month project completion period began on May 20, 2019
- Increases TIF reimbursement maximum amount from \$3,400,000 to \$3,657,442
- Removed reference to third party easements as that condition has already been met
- Added pandemics to Force Majeure section
- Extended financing contingency for the former hotel parcel from July 31, 2020, to December 31, 2020

**ATTACHMENTS**

Resolution No. 36-2020



RESOLUTION NO. 36-2020

Authorizing the City Manager to Enter into the Amended and Restated Tax Increment Financing Service Agreement and Development Agreement with the Worthington Gateway Property Owners.

WHEREAS, this Council desires to encourage the redevelopment of the Worthington Gateway property to further the economic development goals of the City in a manner that is consistent with the existing neighborhood; and,

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

WHEREAS, He Hari, Inc. and He Hari Development, LLC desire to redevelop the Worthington Gateway property into a mixed-use development featuring approximately thirty thousand (30,000) square feet of restaurant or retail space, and approximately fifty thousand (50,000) square feet of Class A office space, including certain onsite and offsite public infrastructure improvements. The estimated aggregate construction cost of the project is approximately thirty million dollars (\$30,000,000); and,

WHEREAS, in connection with the construction of the project, the City and He Hari, Inc. entered into a Tax Increment Financing Service Agreement and a Development Agreement on August 1, 2019; and,

WHEREAS, He Hari, Inc. and He Hari Development, LLC have requested increasing the Tax Increment Financing maximum reimbursement level from \$3,400,000 to \$3,657,442. This request, specific to offsite public infrastructure improvements, is for expenditures that were not accurately captured in the original Tax Increment Financing approval process; and,

WHEREAS, this Council desires that the project be constructed, pursuant to the terms of the Restated and Amended Tax Increment Financing Serving Agreement and the Restated and Amended Development Agreement.

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

SECTION 1. That the City Manager is hereby authorized to enter into the Amended and Restated Tax Increment Financing Service Agreement and the Restated and Amended Development Agreement with He Hari, Inc. and He Hari Development, LLC.

RESOLUTION NO. 36-2020

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

Adopted \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest

\_\_\_\_\_  
Clerk of Council

**AMENDED AND RESTATED TAX INCREMENT FINANCING SERVICE  
AGREEMENT**
**Between**
**THE CITY OF WORTHINGTON**
**And**
**HE HARI, INC. And HE HARI DEVELOPMENT, LLC**

This Amended and Restated Tax Increment Financing Service Agreement (the “**Agreement**”) is between He Hari, Inc., an Ohio corporation, having an address at 600 Enterprise Drive, Lewis Center, Ohio 43035 (the “Original Developer”), He Hari Development, LLC, an Ohio limited liability company (the “Additional Developer,” together with the Original Developer referred to from time to time herein as the “Developers” and each identified individually from time to time as a “Developer”), and the City of Worthington, Ohio, a municipal corporation organized under the laws of the State of Ohio and its Charter, having an address at 6550 North High Street, Worthington, Ohio 43085 (the “City”). The City and the Developers are collectively referred to herein as the “**Parties**.”

WITNESSETH:

WHEREAS, the Original Developer is the fee owner of the property identified as Franklin County permanent parcel numbers 100-006792-00 and 100-006793-00, and the Additional Developer is the fee owner of the property identified as Franklin County permanent parcel number 100-006791-00 (the parcels together the “**Property**”) a description of which real property is attached hereto as Exhibit A and incorporated herein by reference, with each parcel of real property within the Property referred to herein as a “Parcel” (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates); and,

WHEREAS, the Developers desire to redevelop the Property into a mixed-use development featuring an approximately thirty thousand (30,000) square feet of restaurant or retail space and approximately fifty thousand (50,000) square feet of Class A office space (collectively, the “**Project**”), as more fully described in EXHIBIT B, Scope of Work, attached to this Agreement and incorporated herein; and,

WHEREAS, the City passed Ordinance No. 09-2019 on April 15, 2019 (the “**TIF Ordinance**”), pursuant to and in accordance with Ohio Revised Code (“**ORC**”) §§5709.41, 5709.42 and 5709.43 (the “**TIF Statutes**”), (i) declaring that the increase in the assessed value of the Property subsequent to the acquisition of the Property by the City (which increase in assessed value is the “**Improvement**” as defined in ORC Section 5709.41(A)(2)) is a “public purpose”; (ii) authorizing the use of the Service Payments (as defined hereinafter) for the Designated Improvements (as defined hereinafter); (iii) providing for the exemption of one hundred percent

(100%) of the Improvement from real property taxation (hereinafter referred to as the **“Exempted Portion of the Improvement”**), commencing with the effective date of the TIF Ordinance and ending on the earlier of (a) thirty (30) years after such commencement date or (b) the date on which the City can no longer require Service Payments (as hereinafter defined) to be paid to the 7007 North High Street Urban Redevelopment Tax Increment Equivalent Fund (the **“TIF Fund”**), which TIF Fund is established in the TIF Ordinance, all in accordance with the requirements of the TIF Statutes; and (iv) providing for the payment of service payments in lieu of real property taxes (the **“Service Payments”**, as further defined in Section 1 hereof), which are to be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Exempted Portion of the Improvement; and,

WHEREAS, the Parties have entered into a separate Amended and Restated Development Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2020 setting forth additional terms and conditions regarding the Project (the **“Development Agreement”**); and,

WHEREAS, the City and the Original Developer entered into a Tax Increment Financing Service Agreement dated August 1, 2019 (the **“Original TIF Agreement”**) and Parties desire to amend and restate the Original TIF Agreement primarily for the purposes of adding the Additional Developer as a Party, increasing the maximum amount the Additional Developer may be reimbursed for the Designated Improvements, clarifying the obligations of the Original Developer and Additional Developer, and revising the scope of the Project.

WHEREAS, in connection with the Project, the Additional Developer intends to undertake or cause to be undertaken certain improvements that are more fully described in EXHIBIT C attached hereto and incorporated herein by this reference (the **“Designated Improvements”**); and,

WHEREAS, the City has determined that the development by the Developers of the Property by undertaking the Designated Improvements, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and will advance the health, safety, and welfare of its residents; and,

WHEREAS, in consideration of actions to be undertaken by the City, the Developers have determined to undertake the Designated Improvements, subject to the conditions in this Agreement and the Development Agreement.

NOW THEREFORE, in consideration of these premises and the mutual covenants and obligations of the Parties hereto set forth, each of them does hereby covenant and agree as follows:

§1. Covenant to Make Payments in Lieu of Taxes. The Developers each agree, for itself and its successors and assigns to or of the Property or any part thereof (the Original Developer, the Additional Developer and each successor or assign is individually referred to as an **“Owner”** and collectively as the **“Owners”**), that the Owners shall pay all Service Payments with respect to the Exempted Portion of the Improvement pursuant to and in accordance with the TIF

Statutes, the TIF Ordinance and this Agreement. All such Service Payments as are levied and assessed from time to time shall be made semiannually to the Treasurer of Franklin County (or to the Treasurer's designated agent for collection of the Service Payments) on or before the date on which the semi-annual payment in respect of real property taxes would otherwise be due and payable for the Exempted Portion of the Improvement. Each semiannual payment of Service Payments shall be in the same amount as the real property taxes that would have been charged and payable against the Exempted Portion of the Improvement had an exemption from taxation not been granted, and otherwise shall be in accordance with the requirements of the TIF Statutes, including any interest assessed on any late payment of the Service Payments (currently established under ORC §§323.121(B)(1) and 5703.47 of the ORC, as the same may be amended from time to time). The payment of penalties and interest referred to herein, with the service payments in lieu of taxes, collectively comprise the **"Service Payments"**. The Service Payments, and any other payments in respect of the Property that are received by the County Treasurer in connection with the reduction required by ORC §319.302, as may be amended from time to time, or any successor provisions thereto as may be amended from time to time (the **"Property Tax Rollback Payments"**), shall be allocated and distributed in accordance with §5 of this Agreement.

The exemption provided in the TIF Ordinance commences on the effective date of the TIF Ordinance and ends when the City can no longer use the Service Payments for any lawful purpose under the TIF Statutes or on the thirtieth (30<sup>th</sup>) anniversary of such commencement date, whichever is first to occur.

No Owner shall, under any circumstances whatsoever, be required for any period of any tax year to pay, whether pursuant to ORC §5709.42 or this Agreement, (i) both real property taxes with respect to the Exempted Portion of the Improvement and Service Payments with respect to the Exempted Portion of the Improvement, or (ii) an amount of Service Payments in excess of that amount of real property taxes that would otherwise be payable during such period had the Exempted Portion of the Improvement not had an exemption from taxation.

Notwithstanding the current configuration of the Property, the Parties acknowledge for all purposes of this Agreement that, without affecting or changing the area comprising the Property, the Parcel(s) within the Property may change from time to time in number, area and designation. The City acknowledges that the Owner may subdivide the Property in accordance with the Development Agreement and all applicable laws and regulations. Notwithstanding any other provision of this Agreement, the City agrees (i) that each subsequent Owner's responsibility under this Agreement, including but not limited to responsibility for payment of Service Payments, is limited to that part or parts of the Property owned by such Owner and the Service Payments applicable to such part or parts of the Property, and (ii) that upon conveyance of the Property or any part thereof, provided that the Owner includes in all recorded or recordable documents conveying said Property or in the Declaration (defined hereinafter), the legal responsibility and obligation of the new Owner to make Service Payments (as required herein) as a condition of ownership, the prior Owner shall then have no responsibility for Service Payments applicable to the period after the date of conveyance with respect to the conveyed property. Notice of sale, and copies of all recorded documents related to transferring the obligations hereunder, shall timely be provided to the City by the Owner (transferor).

It is intended and agreed, and it shall be so provided by each Developer, as Owner, in the deed conveying any portion of the Developer's Property to any other individual or entity, or in a Declaration filed and of record in the Franklin County Recorder's Office (the "**Declaration**"), that the covenants provided in this §1 shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of and enforceable by the City, whether or not this Agreement remains in effect or whether or not such provision is included by the Developer, as Owner, in any succeeding deed to the Developer's successors and assigns. It is further intended and agreed that these agreements and covenants in this §1 shall remain in effect for the full period of exemption permitted in accordance with the requirements of the TIF Statutes and the TIF Ordinance.

§2. Priority of Service Payments. By their execution hereof, the Developers, as Owners, each on behalf of itself and subsequent Owners, hereby grant to the City a continuing lien on the Property as security for the timely payment of the Service Payments in accordance with the TIF Statutes, the TIF Ordinance and this Agreement, which lien shall have the priority stated in ORC §5709.91.

§3. Exemption Applications. In respect of portions of the Property owned by the Developers at the time of the filing described in this §3, the Developers each agree and consent to the City preparing and filing all necessary applications and supporting documents to obtain the exemption from real property taxation for the Exempted Portion of the Improvement authorized by the TIF Statutes and the TIF Ordinance (including, but not limited to, the Developers signing the Ohio Department of Taxation DTE Form 24P, filed with the County Auditor, making the City its attorney in fact to submit said documentation). The Developers, each on behalf of itself and each subsequent Owner, agrees that they shall assist and cooperate with the City, and that they shall cause each subsequent Owner by deed or declaration to assist and cooperate with the City, in the preparation and filing by the City of such applications and supporting documents that are necessary to enable the City to collect Service Payments thereunder (including, but not limited to, the Developers signing and timely filing the Ohio Department of Taxation DTE Form 24), and the Developers and each Owner shall cooperate with the City in connection with the preparation and filing of the initial and any further applications required to accomplish that purpose, and will not undertake any acts which would prohibit, prevent, delay or hinder the City from obtaining the Service Payments hereunder.

§4. Covenants to Run with the Land. It is intended and agreed that the covenants of the Developers as Owners in §§1, 2 and 3 hereof shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City against the Property, the Project and the Owners. It is further intended and agreed that such covenants shall remain in effect for the full period of exemption provided in accordance with the requirements of the TIF Statutes, the TIF Ordinance enacted pursuant thereto and this Agreement. It is further agreed by the Developers, as Owners, that all such covenants, whether or not such provisions are included by any Owner in any deed to

such Owner's successors and assigns, shall be binding upon each Owner and shall be enforceable by the City in the manner provided herein.

In amplification of, and not in restriction of, the provisions of this §4, it is intended and agreed that the City and its respective successors and assigns shall be deemed a beneficiary of the covenants provided herein. Such covenants shall run in favor of the City for the entire period of the exemption provided by the TIF Ordinance and the TIF Statutes, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein, to which such covenants relate. The City shall have the right in the event of any breach of any covenant herein contained, to exercise all of the rights and remedies, and to maintain all actions or suits at law or in equity or in other proper proceedings, to cure such breach, to which it or any other beneficiaries of such covenant may be entitled.

The Developers further agree, each for itself and any Owners, that all agreements, covenants, rights, duties, remedies and obligations of the Developers and of the City, and their respective successors and assigns, set forth in this Agreement, shall be binding upon them and their respective successors and assigns, which Agreement shall survive any recording and shall be valid and enforceable by and against the Parties referred to in this Agreement, in accordance with the terms and provisions contained therein. Any agreement or covenant referred to in this Agreement as being a covenant running with the land, shall run with the land and be valid and enforceable by and against the Parties referred to herein, in accordance with the terms and provisions thereof.

The City agrees that upon expiration of the period of exemption as that period is defined in this Agreement and the TIF Ordinance, and fulfillment of the obligations of the Developers and any subsequent Owner(s) under this Agreement with respect to each portion of the Property owned by such Owner, the City will, upon request by an Owner, execute and deliver to the Owner a recordable instrument evidencing that the obligations under this Agreement (and under any deed or Declaration) with respect to the portions of the Property owned by the Owner are fully satisfied and that the Owner and such property are released from all further obligations under this Agreement (and under any deed or Declaration).

§5. Order of TIF Payments. The Developers and the City agree that all Service Payments and Property Tax Rollback Payments related to the Exempted Portion of the Improvement when received by the City shall be deposited in the TIF Fund, as required by ORC §5709.43. The TIF Fund shall be an account maintained in the custody of the City and shall receive all distributions required to be made to the City. All Service Payments and Property Tax Rollback Payments shall first be used by the City to pay the City's customary and reasonable costs related to the discharge of its obligations under the TIF Statutes (to the extent related to this Agreement and the TIF Ordinance), the TIF Ordinance and all other related laws. Second, the City shall then use Service Payments and Property Tax Rollback Payments to fully reimburse the City for the City's reasonable Project related expenses, including but not limited to legal, engineering, and inspection costs, prior to reimbursing the Additional Developer for costs of the Designated Improvements incurred by the Developers. Third, the City shall then use Service Payments and Property Tax Rollback Payments deposited in the TIF Fund to reimburse the Additional Developer for the costs of the Designated Improvements, as provided under §6



below. Fourth, after all such previous payments have been made, then the City shall use Service Payments and Property Tax Rollback Payments deposited in the TIF Fund to reimburse the City for the cost of any additional public infrastructure improvements as permitted under the TIF Ordinance and the TIF Statutes, and then fifth, for any lawful purpose. The TIF Fund shall remain as an account in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any surplus funds remaining therein shall be transferred to the City's general fund, all in accordance with ORC §5709.43.

§6. Undertaking of the Designated Improvements and Reimbursement of the Additional Developer.

- A. If the Developers determine it to be financially feasible, the Developers intend to undertake or cause to be undertaken the Designated Improvements. If the Developers undertake the Designated Improvements, the City hereby agrees to reimburse the Additional Developer for a portion of the costs required in connection with the Designated Improvements using Service Payments and Property Tax Rollback Payments paid by Owners pursuant to the TIF Ordinance, as more fully described below in (B), (C), and (D), in the order set forth in §5 above, and subject to the terms and limitations contained in the TIF Ordinance.
- B. The cost of the improvements eligible for reimbursement (the "Eligible Costs") shall include any and all costs incurred in order to undertake the Designated Improvements, including the items of "costs of permanent improvements" set forth in ORC §133.15(B). Those costs include, but are not necessarily limited to: (i) cash paid; (ii) interest on the reimbursable portion of the amount paid by Additional Developer for the Off-Site Improvements (as defined and identified in the Development Agreement) from the date of such payment until the date of reimbursement by the City, at the annual rate of four percent (4%), which shall be compounded annually; (iii) review and inspection fees incurred in connection with the construction of the Designated Improvements; (iv) professional fees; and (v) construction management and supervisory costs and fees. The Parties acknowledge the interest accrual commencement date may vary for the Off-Site Improvements based on the date the Developer makes such payments. The Developers shall be responsible for tracking the interest on Off-Site Improvement payments and shall include with the Certified Statements a statement showing the total amount of interest then due.
- C. The portion of the Eligible Costs subject to reimbursement shall not exceed Three Million, Six Hundred Fifty-Seven Thousand, Four Hundred and Forty-Two Dollars (\$3, 657,442), plus interest on the Off-Site Improvements at the annual rate of four percent (4%) and shall be further limited by and in accordance with Section 13 of the Development Agreement (the "Reimbursable Portion"). Designated Improvements will consist of two categories of improvements: "Off-Site Improvements" and "On-Site Improvements," which are used herein as those terms are defined and as those improvements are identified in the Development Agreement.

- D. From time to time after commencement of the Designated Improvements, the Additional Developer shall provide a certified statement to the City setting forth and providing reasonable evidence concerning the Cost of the Designated Improvements (each a “**Certified Statement**”, and collectively, the “**Certified Statements**”). At least twice each year, subsequent to submission of the first Certified Statement by the Additional Developer, and contingent upon the City having received funds in the TIF Fund, the City shall pay to Additional Developer, within thirty (30) business days following the City’s receipt of a Certified Statement, the lesser of (i) the Reimbursable Portion, or part thereof, as shown in the Certified Statements, or (ii) the funds available at that time in the TIF Fund, subject to the terms and limitations of this Agreement. Should insufficient funds exist in the TIF Fund at the time of submission of a Certified Statement to reimburse the Additional Developer for the Reimbursable Portion, then the City shall maintain a record of such unpaid amounts, and the City shall pay to Additional Developer such amounts within thirty (30) business days after such funds exist in the TIF Fund, provided that such payment shall not exceed the available balance in the TIF Fund. The City shall submit an accounting or record of all amounts paid to Additional Developer out of the TIF Fund along with each payment to Additional Developer, including payments made by the City within thirty (30) business days of the receipt of a Certified Statement and payments made by the City within thirty (30) business days of sufficient funds being deposited into the TIF Fund with respect to any unpaid amounts, but subject to the limitations described in this §6(D).
- E. Unless the Project is rendered otherwise exempt by the form, structure and/or source of the financing obtained by the Developers to complete the Project, the Developers and the City acknowledge that for purposes of this Agreement, the Off-Site Improvements are subject to the prevailing wage requirements of ORC Chapter 4115, and all wages paid to laborers and mechanics employed on the construction of the Off-Site Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Off-Site Improvements, which wages shall be determined in accordance with the requirements of ORC Chapter 4115. Notwithstanding any exemption that may apply thereto, the Developers shall otherwise comply with all applicable requirements of ORC Chapter 4115 including, without limitation, (i) obtaining from the Ohio Department of Commerce its determination of the prevailing rates of wages to be paid for all classes of work required for the construction of the Off-Site Improvements; and (ii) ensuring that all subcontractors for the Off-Site Improvements receive notification of changes in prevailing wage rates as required by ORC Chapter 4115.

§7. Agreement Binding on Parties; No Personal Liability. All covenants, obligations and agreements of the Developers and the City contained in this Agreement shall be effective to the extent authorized and permitted by applicable law, and shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. No such covenants, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future

member, officer, agent or employee of the City in other than their official capacity or of any individual person who is an officer, member, director or shareholder of a Developer other than in their capacity as an officer, member, director or shareholder, and neither the members of the City Council nor any City official executing this Agreement or any individual person executing this Agreement on behalf of a Developer, shall be liable personally by reason of the covenants, obligations or agreements of the Developer or the City contained in this Agreement.

§8. Notices. All notices, requests, demands and other communications between the Parties required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and (i) delivered personally, (ii) deposited in the U.S. Mail by registered or certified mail, postage prepaid, or (iii) sent by any nationally recognized courier delivery service, and addressed as follows:

If to the City:

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

with a copy to:

Director of Law  
City of Worthington  
370 Highland Avenue  
Worthington, Ohio 43085

If to a Developer:

The Witness Group  
Attn. Ohm Patel  
600 Enterprise Drive  
Lewis Center, OH 43035

with a copy to:

Scott J. Ziance  
Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
Columbus, OH 43215

Any party may change the address and/or persons to which notices are to be addressed by giving the other party notice in the manner stated herein.

§9. Complete Agreement. All present negotiations, considerations, representations and understandings between the Parties as to the implementation of the exemptions authorized by the

TIF Ordinance and the subject matters of this Agreement are incorporated herein and in the Development Agreement. This Agreement may only be amended by a written instrument duly authorized and executed by the Parties hereto, and subject to authorization by the Worthington City Council, if required.

§10. No Third Party Beneficiaries. None of the provisions of this Agreement or any document contemplated hereby is intended to grant any right or benefit to any person or entity that is not a party to this Agreement.

§11. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

§12. Severability. If any provision in this Agreement or any portion thereof shall be invalid or unenforceable for any reason, such invalidity or lack of enforceability shall not affect the validity or enforceability of any other provision or portion thereof. To the extent an interpretation of a provision or a portion thereof can be made which will make it valid or enforceable, the Parties agree that the interpretation making it valid or enforceable should be chosen.

§13. Notice and Cure. A party shall be in default of this Agreement if the party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other party, unless more than thirty (30) days shall be required because of the nature of the default, in which case the party shall be in default if the party shall have failed to proceed diligently to commence to cure within such thirty (30)-day period.

The City and Developers, each by a duly authorized representative, have executed this Agreement to be effective as of the date last written below.

CITY OF WORTHINGTON

HE HARI, INC.

By: \_\_\_\_\_  
Matthew H. Greeson                      Date  
City Manager

By: \_\_\_\_\_  
Date

Approved as to form:

By \_\_\_\_\_  
Tom Lindsey, Director of Law

HE HARI DEVELOPMENT, LLC

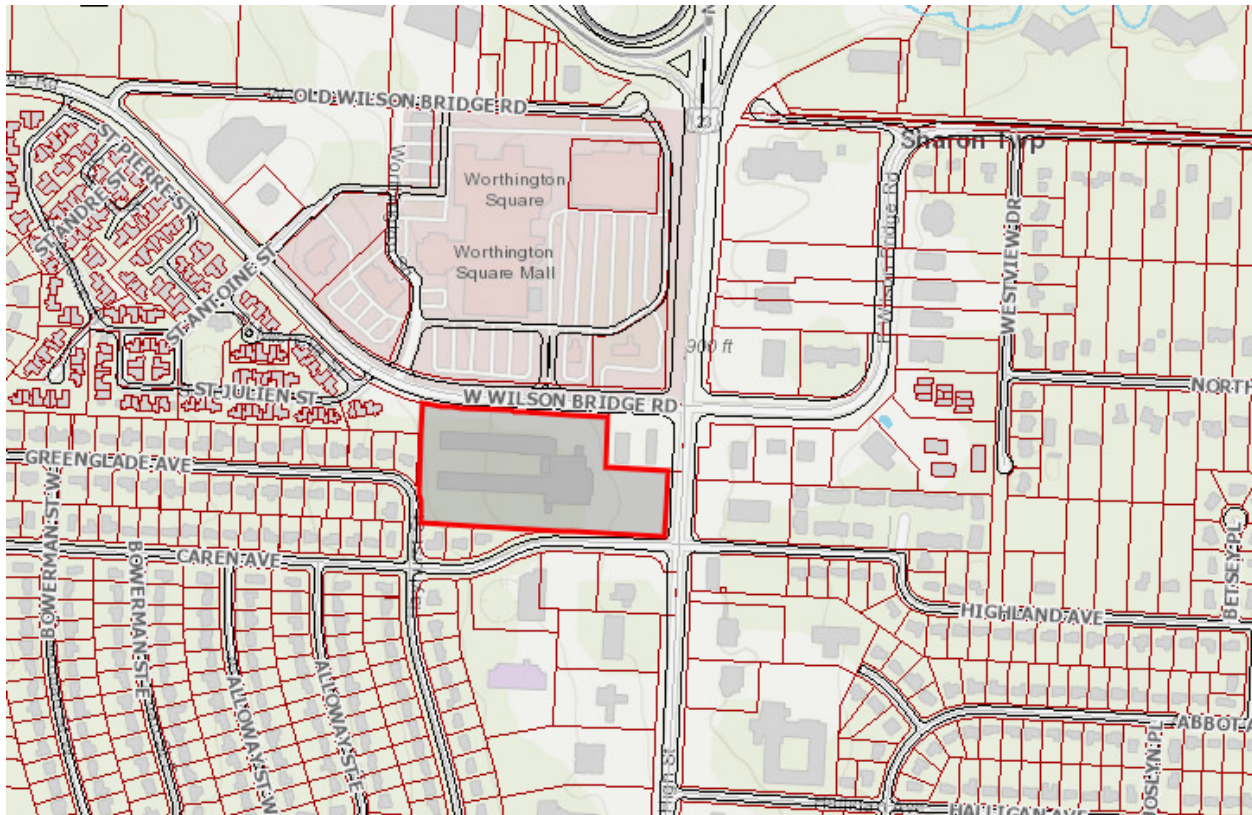
By: \_\_\_\_\_  
Date

**EXHIBIT A TO TAX INCREMENT FINANCING SERVICE AGREEMENT**

### Real Property Description

Real property located at 7007 North High Street, Parcel Numbers 100-006791-00, 100-006792-00, and 100-006793-00, as that real property is located in the City of Worthington, Franklin County.

The parcels enumerated herein, and any subsequent purported subdivisions and/or re-assigned parcel number identifications or street addresses shall constitute the **“Property.”**



**EXHIBIT B TO TAX INCREMENT FINANCING SERVICE AGREEMENT**

**Scope of Work**

**(attached hereto)**

**EXHIBIT C TO TAX INCREMENT FINANCING SERVICE AGREEMENT****Designated Improvements**

Off-Site Improvements: The Off-Site Improvements consist of the following list of improvements, which may be amended by the mutual consent of the City and the Additional Developer:

- Signalization Part 1
  - Relocation of the existing signal on Wilson Bridge Road and the mall. Signal will include:
    - Traffic signal mast arm supports non-decorative to replace in kind which is standard mast arm signals with black finish
    - Signal appurtenances including vehicular signals, pedestrian signals, cable/wire, pushbutton, detection (video assumed), pullboxes and controller for a complete signal installation consistent with the current signal design
    - Material from the existing signal will be reused if feasible and practical. This may include poles, signal heads and controller
- Signalization Part 2
  - Upgrade of the signal at High Street and Caren Avenue:
    - Removal of the span wire signal □ Decorative mast arm signal supports to match those at the High Street and Wilson Bridge
    - Road intersection
    - Signal appurtenances including vehicular signals, pedestrian signals, cable/wire, pushbutton, detection (video assumed), pull boxes and controller for a complete signal installation consistent
- Road Construction [Wilson Bridge Road, Mall Drive and Site Drive Intersection]
  - Realignment of ~165 feet of the mall drive including removal of the existing drive pavement and associated paving items for the new drive
  - Wilson Bridge Road Drainage revisions as needed to adjust catch basins and underdrains for the drive relocation
  - Pavement markings (stop lines, crosswalks and westbound left turn lane revision) and ground mounted signs (lane use control and No Turn On Red currently installed) as needed for the intersection
  - ADA Ramps and sidewalk at the corners to make the intersection complete.
- Street Lighting
  - Street lighting on both sides of Wilson Bridge Road and High Street (10 poles total)
  - Poles and bases to match ODOT lights on High Street north of Wilson Bridge Road
- ROW Compensation



- Compensation to property owners for acquisition (Cost to cure property, easements and other amenities)
- ROW Appraisal - Cost for Professional Services for a Certified Real Estate MAI Appraiser. Appraisal scope includes the Ville Charmante Condominium Access Drive Easement; and Worthington Mall Drive Entry Temporary Work Easement for Entry Drive Re-Configuration.
- Professional Fees
  - Cost for Professional Services: Attorneys, Architects, Engineers or other Professional fee
    - Attorney / Legal Assistance
    - Construction Management
    - Architectural
    - Engineering
    - Road Construction Offsite
    - Signalization
    - Streetscaping LA of Caren/High
    - Streetscaping LA = Wilson Bridge, Caren, High; tree lawns
    - Street Lighting
    - Survey (Topo & Boundary)
    - Right-of-Way Plan Documents
    - Plan Document preparation for dedication Plats of real estate
    - Survey Boundary drawings, descriptions and easements
    - Survey (Staking) Public ROW
    - TIS = Traffic extras beyond std scope, Retaining walls
    - Foundations / Brick
    - Flood & Drainage
    - Bioretention / pavers / WQv
    - Grading change / sitework
    - CEI & CMT
- Streetscaping
  - Intersection corner treatments
  - Construction of brick paver landing at all quadrants of the intersection of Caren Avenue and N. High Street, including brick knee-wall with precast concrete cap, landscaping behind the wall, and ADA ramps with modified crosswalk striping
- Streetscaping (off-site public on periphery of site)
  - Removal of existing and installation of new access drives plus associated repairs to curb and sidewalks
  - Removal and replacement of sidewalks along all 3 streets (High, Wilson Bridge, Caren)
  - Decorative walls/planter boxes at pedestrian access points to development along Wilson Bridge Road
  - Street trees along all 3 streets spaced approximately 40' center-to-center
  - Groundcover and shrubs along the Wilson Bridge Road frontage

On-Site Improvements: The On-Site Improvements consist of the following list of improvements, which may be amended by the mutual consent of the City and the Developers:

- Building Demolition and Asbestos remediation
  - Demolition
  - Asbestos Remediation
- Flood & Drainage - Detention requirements
  - Upgrades to On-Site Storm Water Management System to account for existing downstream public infrastructure capacity/conditions.
  - Underground Detention (Based on 30,000 CF storage @ \$10/CF). The Proposed onsite development is reducing amount of impervious area from current conditions; therefore, runoff volumes are less and no detention would be required. Due to existing conditions and city infrastructure, we have been forced to detain 30,000 CF of runoff.

**AMENDED AND RESTATED DEVELOPMENT AGREEMENT****He Hari, Inc. and He Hari Development, LLC (Worthington Gateway Project)**

**THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (“Agreement”) is between HE HARI, INC., an Ohio corporation, having an address at 600 Enterprise Drive, Lewis Center, Ohio 43035 (the “Original Developer”), HE HARI DEVELOPMENT, LLC, an Ohio limited liability company, having an address at 600 Enterprise Drive, Lewis Center, Ohio 43035 (the “Additional Developer,” together referred to from time to time herein as the “Developers” and each identified individually from time to time as a “Developer”) and the CITY OF WORTHINGTON, OHIO, a municipal corporation organized under the laws of the State of Ohio and its Charter, having an address at 6550 North High Street, Worthington, Ohio 43085 (the “City”).

**RECITALS**

A. The Original Developer is the fee owner of the properties identified as Franklin County permanent parcel numbers 100-006792-00 and 100-006793-00, and the Additional Developer is the fee owner of the property identified as Franklin County permanent parcel number 100-006791-00 (the parcels together the “Project Site”) a description of which real property is attached hereto as Exhibit A and incorporated herein by reference, with each parcel of real property within the Project Site referred to herein as a “Parcel” (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates). The Project Site contains a building, a parking lot, and other improvements formerly utilized as the Holiday Inn. In addition, as described herein, the City has created a new Parcel along the North High Street frontage of the Project Site (the “North High Street Parcel”) pursuant to Ordinance No. 07-2019, passed by City Council on March 8, 2019, and the Original Developer intends to convey the North High Street Parcel to a third party in accordance with the terms of this Agreement.

B. The Developers desire to redevelop the Project Site into a mixed-use development featuring approximately thirty thousand (30,000) square feet of restaurant or retail space, and approximately fifty thousand (50,000) square feet of Class A office space, including certain Designated Improvements (as defined herein) in support thereof (collectively, the “Project”). The estimated aggregate construction cost of the Project is approximately thirty million dollars (\$30,000,000).

C. The Developers anticipate that the Project will create approximately (i) seventy-five (75) full-time employment positions with annual payroll and benefits of approximately four million dollars (\$4,000,000), and (ii) thirty (30) part-time employment positions with annual payroll and benefits of approximately five hundred thousand dollars (\$500,000).

D. The City created a so-called project-based TIF for the Project Site under Ohio Revised Code (“R.C.”) 5709.41, as the Project is in furtherance of the City’s urban redevelopment activities. The City established the TIF on a non-school basis for thirty (30) years and with respect to one hundred percent (100%) of the incremental value on the Project Site. The owner of each Parcel (with each such current or future owner referred to herein individually

as an “Owner” and collectively as the “Owners”) will pay the statutory service payments generated from the Project (the “Project TIF Revenue”) to the Franklin County Treasurer pursuant to a Service Payment Agreement entered into by and between the City and the Original Developer dated as of August 1, 2019 (the “Service Agreement”), in the same manner and amount as if the project-based TIF with respect to the Project Site had not been established in accordance with the Service Agreement. The Project TIF Revenue will be distributed by the Franklin County Treasurer to an urban redevelopment tax increment equivalent fund (the “TIF Fund”). The Service Agreement provides, among other things, for the application of the Project TIF Revenue to pay a portion of the costs of improvements required in connection with the Project and identified on Exhibit B attached hereto (the “Designated Improvements”) in an amount not to exceed Three Million, Six Hundred Fifty Seven Thousand, Four Hundred and Forty Two Dollars (\$3,657,442), plus interest as described below. In accordance with the Service Agreement, and subject to (i) the Incentive Contingencies provided in Section 2 of this Agreement (ii) the provisions of Section 4.10 of this Agreement and (iii) the valuation requirements provided in Section 12 of this Agreement, the City shall use the Project TIF Revenue in the TIF Fund to reimburse the Additional Developer the costs of the Designated Improvements incurred by the Developers and eligible for reimbursement as provided for in this Agreement, plus interest on the Off-Site Improvements (defined herein) at the annual rate of four percent (4%), before the City may utilize the Project TIF Revenue for other uses at its discretion. Designated Improvements will consist of two categories of improvements: “Off-Site Improvements” and “On-Site Improvements”. Off-Site Improvements shall consist of improvements that are currently in the public right-of-way or are expected to be in the public right-of-way and that will be dedicated to the City upon completion. All other Designated Improvements, which generally are expected to be on the Project Site, shall be On-Site Improvements.

E. The Developers and the City agree that the Service Agreement provides that the Project TIF Revenue will be allocated to pay a portion of the costs of the Designated Improvements as specified in the ordinance establishing the project-based TIF with respect to the Project (the “TIF Ordinance”). The City and the Developers further agree that the Service Agreement provides that the Project TIF Revenues will be used to fully reimburse the City for the City’s reasonable Project related expenses, including but not limited to legal, engineering, and inspection costs, prior to reimbursing the Additional Developer for costs of the Designated Improvements incurred by the Developers.

F. In order to create a project-based TIF for the Project under R.C. 5709.41, the City must have held fee title to the Project Site prior to the enactment of the TIF Ordinance. Accordingly, the Original Developer conveyed fee title to the Project Site to the City for \$1.00 on April 12, 2019 pursuant to Instrument Number 201904120042173, and the City re-conveyed the Project Site to the Original Developer on the same date for the same amount pursuant to Instrument Number 201904120042174.

G. The City determined that re-conveying the Project Site to the Original Developer for \$1.00 is appropriate because the City received the Project Site for the same amount, and the conveyance of the Project Site back to the Developer is necessary to facilitate the Project.

H. The City determined that eliminating competitive bidding in connection with the re-conveyance of the Project Site to the Original Developer is appropriate because the Project Site was owned by the Original Developer, and the Original Developer's willingness to initially convey the Project Site to the City was contingent upon the City's agreement to promptly re-convey the Project Site to the Original Developer and to no other party.

I. The City and the Original Developer entered into a Development Agreement on or about August 1, 2019 (the "Original Agreement"). On or about December 23, 2019, the Original Developer and Additional Developer entered into an assignment agreement (the "Assignment Agreement," attached hereto as Exhibit C) pursuant to which the Original Developer assigned all of its benefits, obligations, agreements, covenants and restrictions set forth in the Original Agreement to the Additional Developer, while jointly retaining certain obligations, agreements, covenants and restrictions. On or about December 24, 2019, the City agreed to extend the Financing Contingency, as defined in Section 33 herein. On or about May 15, 2020, the City and the Additional Developer agreed to further extend the Financing Contingency to July 31, 2020. The parties hereto desire to amend and restate the Original Agreement primarily for the purposes of increasing the maximum amount the Additional Developer may be reimbursed for the Designated Improvements, to clarify the obligations of the Original Developer and Additional Developer, and to revise the scope of the Project.

**NOW, THEREFORE,** the parties, intending to be legally bound, agree to the following terms and conditions:

1. General Agreement and Term. The Developers agree that the Project will be constructed in a manner which is consistent with generally accepted construction industry standards and guidelines applicable to similar projects. If any portion of the Project does not meet the requirements of the City's zoning regulations, the Developers must obtain the applicable City approvals for the portion(s) of the Project through the appropriate reviewing body or reconstruct the noncomplying portion of the Project.

Except as provided herein and in the Service Agreement, the costs of the Project shall be paid solely and exclusively from funding obtained by the Developers; provided, however, that the City will provide certain incentives for the Project, which are based on the improvements to be made and conditioned on the satisfaction of certain Incentive Contingencies for the Project, as provided herein.

This Agreement shall become effective as of the Effective Date and terminate (a) three years after the Effective Date if the Incentive Contingencies, as defined below, have not been met, upon written notice delivered by the City to the Developers, or (b) on such earlier date as may be determined pursuant to Section 8 or mutually agreed by the Parties; provided, however, the following provisions shall survive any termination of this Agreement: Sections 6, 8.2, 8.4, 8.7, 8.8, 8.9, 11, 16 - 27.

2. Incentive Contingencies. The obligation of the City to provide the Project TIF Revenue (collectively, the "Incentives") for the Project in accordance with the Service Agreement is contingent upon the satisfaction of all of the following contingencies with respect to the Project (collectively, the "Incentive Contingencies"). Each of the agreements, evidence, or

other documents required to be submitted to satisfy an Incentive Contingency must be in form and substance reasonably acceptable to the City in order for the Incentive Contingency to be satisfied. The Parties will proceed diligently and in good faith to pursue the satisfaction of the Incentive Contingencies in a timely and coordinated manner intended to result in the timely development of the Project in accordance with the provisions of this Agreement. The Parties will coordinate their efforts to pursue the satisfaction of the Incentive Contingencies as soon as practical. From time to time, at the request of one of the Developers, the City shall confirm the satisfaction, waiver, or failure of any of the Incentive Contingencies which have been satisfied, waived, or not been met.

2.1 Plans. The Developers shall have caused the plans for the Project (the “Project Plans”) to be prepared and submitted to the City, and the City shall have approved such plans.

2.2 Completion of Project. The Developers shall have substantially completed or caused the completion of the Project, including all of the Designated Improvements, with such modifications thereto that are acceptable to the City in its reasonably exercised discretion based on a consideration of generally accepted industry standards, costs, and guidelines applicable to similar projects.

2.3 Environmental Reports. The Additional Developer shall have submitted such environmental reports for the Project Site to the City as have been requested by the City and evidencing there are no violations of environmental laws that would prevent development of the Off-Site Improvements in accordance with the Project Plans. The Additional Developer shall have delivered a reliance letter from the preparer of the environmental reports authorizing reliance on those reports by the City.

2.4 Completion Guaranty. The Developers and the Principals, as defined in the Completion Guaranty, shall have executed and delivered to the City the Completion Guaranty substantially in the form of the Completion Guaranty attached as Exhibit B.

2.5 Permits. The Developers shall have obtained the required permits for construction of the Project, including the Designated Improvements.

2.6 Transfer of North High Street Parcel. If the Additional Developer conveys the North High Street Parcel to another entity, the Additional Developer shall have provided evidence satisfactory to the City in its reasonable discretion that the Developer has conveyed the North High Street Parcel to an entity obligated by the terms of such conveyance to comply with the obligations of the Additional Developer hereunder as they pertain to the North High Street Parcel, including specifically those set forth in Sections 4, 7, 8.1.7, 9, and 14 of this Agreement.

2.7 Service Agreement. The Service Agreement shall be effective and shall have been recorded against the Project Site.

2.8 General Site Maintenance. The Developers shall have established a site maintenance plan for the Project Site, which will also apply to the Off-Site Improvements until such improvements are dedicated to the City. The site maintenance plan shall be prepared by the

Developers and approved by the City. The plan shall address the frequency for the removal of weeds, mowing of grass, and other general site maintenance, as needed.

3. Property Conveyance. Intentionally omitted.

4. Construction of the Project

4.1 At such time as the Developers have obtained all building permits, zoning approvals, and other governmental approvals required for the Project, the Developers shall commence and thereafter complete the construction of the Project as reflected in the Project Plans, in compliance with all applicable laws. The Developers shall be responsible for acquiring and paying for all State, local, or Federal permits required for the Project.

4.2 The Additional Developer shall cooperate in good faith with the City to construct the Designated Improvements in such sequencing with respect to the Project as listed in Exhibit D attached hereto, with such modifications thereto that are acceptable to the City in its reasonably exercised discretion based on a consideration of generally accepted industry standards, costs, and guidelines applicable to similar projects.

4.3 The Designated Improvements contemplated by this Agreement shall be performed and completed by the Additional Developer, its contractors and subcontractors, or any successors thereof, in a good and workmanlike manner using first-class materials in accordance with all applicable laws, ordinances, rules and regulations and related safety standards, including the specifications and standards of the City. Upon the commencement of any construction undertaken pursuant to this Agreement, the Additional Developer must diligently pursue such construction to completion.

4.4 If at the time of the execution of this Agreement, the City and the Additional Developer have not yet finalized plans for the Designated Improvements for which City approval is required, the Additional Developer agrees to submit such plans to the City Engineer for review, and the City reserves the right to review and approve the design and engineering of the Designated Improvements for consistency with City standards and specifications prior to the issuance of permits. The City covenants that it shall approve or reject such submissions within twenty (20) business days of submittal.

4.5 The Additional Developer agrees to permit duly authorized agents and employees of the City, upon reasonable notice, to inspect and review the construction of any Designated Improvement that is to be located in City right-of-way or to connect into any existing or planned City public infrastructure, including that such Designated Improvement is being constructed in substantial conformance with the approved Project Plans, and to attend any onsite construction meetings pertaining to such Designated Improvement.

4.6 The Additional Developer shall provide a warranty to the City (the "Warranty") that all such Designated Improvements are in conformity with the approved Project Plans and free from defects in workmanship, materials and equipment for a period of one (1) year. The warranty shall remain in effect until the expiration of that period unless the Additional Developer shall provide a maintenance bond satisfactory to the City in form and substance.

4.7 This Warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by others, or abuse.

4.8 To the extent any products, equipment, systems, or materials incorporated in the work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer or supplier. There are no warranties of the Additional Developer which extend beyond the description on the face of any such warranty.

4.9 The Additional Developer's liability for the Warranty shall be limited to the one-year correction period referred to in Section 4.11, as such period may be extended in accordance with Section 4.11.

4.10 The Warranty time period shall commence on the date of the City's acceptance of the dedication of such Designated Improvements, unless otherwise provided in writing. The City shall have the right, to be exercised reasonably, to inspect, or to hire a third-party to inspect, the dedicated Designated Improvements during construction and during the Warranty time period. The City and the Additional Developer agree that the Project TIF Revenues in the TIF Fund will be used to fully reimburse the City for the City's reasonable costs incurred from such inspection prior to reimbursing the Additional Developer for costs of the Designated Improvements incurred by the Additional Developer.

4.11 If the Additional Developer, after receipt of detailed written notice, does not promptly repair or replace defective work during the period of one (1) year after the City's acceptance, the City may repair or replace such defective work and charge the cost thereof to the Additional Developer or the Additional Developer's surety. Defective work that is repaired or replaced by the Additional Developer shall be inspected by the City Engineer. The repaired or replaced work shall be guaranteed by the Additional Developer for the remainder of the warranty one (1) year period or for one (1) additional year from the date of the City Engineer's acceptance of the corrective work, whichever is later.

4.12 ALL OTHER WARRANTIES OF THE ADDITIONAL DEVELOPER AS PERTAINS TO THE DESIGNATED IMPROVEMENTS, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.

5. Security for Performance. The Additional Developer shall execute, and provide to the City, a bond, equal to the estimated construction costs of the total Off-Site Improvements shown in the Project Plans, as approved by the City Engineer, as security for performance of all of Additional Developer's obligations related to Off-Site Improvements set forth in this Agreement. All forms of financial guarantees must be acceptable to the City to insure faithful performance of the terms and conditions under this Agreement and to ensure completion of the Off-Site Improvements in accordance with all applicable State and local laws and regulations, and in the absence of applicable State and local laws and regulations, best practices of the engineering and construction industry.



If the surety of any bond so furnished by the Additional Developer or a contractor declares bankruptcy, becomes insolvent or its right to do business is terminated in Ohio, the Additional Developer shall within ten (10) business days thereafter cause the substitution of another bond or surety.

6. Indemnification. The Additional Developer shall, at its cost and expense, defend, indemnify and hold the City and any officials, employees, agents and representatives of the City, its successors and assigns (collectively the “Indemnified Parties” and each an “Indemnified Party”), harmless from and against, and shall reimburse the Indemnified Party for, any and all loss, cost, claim, liability, damage, judgment, penalty, injunctive relief, expense or action (collectively the “Liabilities” and each a “Liability”), other than Excluded Liabilities, as defined below, whether or not the Indemnified Party shall also be indemnified as to any such claim by any other person, the basis of which claim (a) was caused by or results from the actions or failures to act of Additional Developer or its affiliates, agents, employees, contractors, subcontractors and material suppliers while in possession or control of the Project, whether or not such action or inaction was negligent or reckless, or is in any way related to the construction of the Project or the selection of contractors, subcontractors or material suppliers relating thereto; (b) is based, in whole or in part upon failure or alleged failure of Additional Developer or its affiliates to satisfy their obligations under this Agreement or any other agreement by and between the City and the Additional Developer with respect to the Project (each, a “Project Agreement”); (c) relates to fraud, misapplication of funds, illegal acts, or willful misconduct on the part of Additional Developer or its affiliates; or (d) relates to the bankruptcy or insolvency of Additional Developer or its affiliates. The indemnity provided for herein shall survive the expiration or termination of and shall be separate and independent from any remedy under any Project Agreement.

“Excluded Liability” means each Liability to the extent it is attributable to the gross negligence or willful misconduct of any Indemnified Party or the failure of any Indemnified Party that is a third party beneficiary of this Agreement to perform any obligation required to be performed by the Indemnified Party as a condition to being indemnified hereunder, including without limitation, the settlement of any Liability without the consent of the Additional Developer, or, to the extent the Additional Developer’s ability to defend a Liability is prejudiced materially, the failure of an Indemnified Party to give timely written notice to the Additional Developer of the assertion of a Liability.

Upon notice of the assertion of any Liability, the Indemnified Party shall give prompt written notice of the same to the Additional Developer. Upon receipt of written notice of the assertion of a Liability, the Additional Developer shall have the duty to assume, and shall assume, the defense thereof, with power and authority to litigate, compromise or settle the same; provided that, the Indemnified Party shall have the right to approve any obligations imposed upon it by compromise or settlement of any Liability or in which it otherwise has a material interest, which approval may be withheld in its sole discretion.

At the Additional Developer’s expense, an Indemnified Party may employ separate counsel and participate in the defense of any Liability; provided, however, that any such fees and expenses must be reasonable and necessary to protect the interests of the Indemnified Party. The Additional Developer shall not be liable for any settlement of any Liability made without its

written consent, but if settled with the written consent of the Additional Developer, or if there is a final judgment for the plaintiff in an action, the Additional Developer agrees to indemnify and hold harmless the Indemnified Party, except only to the extent of any Excluded Liability.

7. Time for Performance. The intent and understanding of the parties is for the Additional Developer to have the Project constructed and completed within forty-eight (48) months from May 20, 2019, which is the date the PUD became effective.

The time for performance indicated immediately above is subject to any approved extensions by the City for delays beyond the reasonable control of the Additional Developer that prevent the Additional Developer from timely performing its obligations under this Agreement. A request for extension must be in writing and may be granted at the discretion and approval of the City.

At all times during construction of the Project, the Additional Developer shall have on-site a competent representative who is knowledgeable and familiar with the Project. The representative shall be capable of reading plans and specifications related to the Designated Improvements and shall have the authority to execute those plans and specifications and any alterations required by the City. The representative shall be replaced by the Additional Developer when, in the opinion of the City, reasonably determined, his/her performance is deemed inadequate.

#### 8. Events of Default and Remedies.

8.1 Developer Defaults. Any one or more of the following shall constitute a “Developer Default” as to the applicable Developer:

8.1.1 The Developer shall fail to observe or perform any agreement, term or condition stated in this Development Agreement, and such failure shall continue for a period of 10 business days (with respect to these failures which may be cured by the payment of money) or 30 days (with respect to any other failure) after the Developer has received a Default Notice (as defined herein) of such failure unless more than thirty (30) days shall be required because of the nature of the default, in which case if the Developer shall have failed to proceed diligently to commence to cure such failure within such 30-day period after notice and thereafter fails to cure such failure;

8.1.2 Any representation or warranty made by the Developer in this Agreement or in any other Project Agreement is false or misleading in any material respect as of the time made;

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

8.1.4 The filing by the Developer of a petition for the appointment of a receiver or trustee;

8.1.5 The making by the Developer of a general assignment for the benefit of creditors;

8.1.6 The entry of an order for relief pursuant to any Chapter of Title 11 of the U.S. Code, as the same may be amended from time to time, with the Developer as debtor;

8.1.7 The Developer shall develop, or permit to be developed, any portion of the Project Site as a Parcel that is used or will be used for residential purposes, as defined in Ohio Revised Code Section 5709.41(B);

8.1.8 The filing by the Developer of an insolvency proceeding with respect to the Developer or any proceeding with respect to the Developer for compromise, adjustment, or other relief under the laws of any country or state relating to the relief of debtors; or

8.2 Remedies for Developer Default. At any time as of which a Developer Default exists, the City at its option, may, but shall not be obligated to, exercise any one or more of the following remedies with respect to the applicable Developer:

8.2.1 By written notice to the Developer, terminate this Agreement, provided that such termination shall not affect the obligations of the Developer that have then accrued;

8.2.2 By written notice to the Developer, cease disbursements of proceeds from the TIF Fund;

8.2.3 (i) recover from the Developer any sums of money that are due and payable by the Developer to or for the benefit of the City under this Agreement; (ii) solely with regard to a failure of Developer to complete the Off-Site Improvements once the Developer has commenced construction of the Off-Site Improvements (the parties agreeing that this remedy is not available to the City with regard to any On-Site Improvements), commence an action for specific performance or other equitable relief against the Developer with respect to the defaulted obligations as provided in Section 8.6; and (iii) exercise the City's rights under Section 8.7 with respect to the Developer Default; and

8.2.4 Enforce, or avail themselves of, any other remedies available to them at law or in equity.

8.3 City Default. Any one or more of the following shall constitute a "City Default":

8.3.1 The City shall fail to observe or perform any agreement, term or condition stated in this Development Agreement, and such failure shall continue for a period of 10 business days (with respect to these failures which may be cured by the payment of money) or 30 days (with respect to any other failure) after the City has received a Default Notice of such failure unless more than thirty (30) days shall be required because of the nature of the default, in which case if the City shall have failed to proceed diligently to commence to cure such failure within such 30-day period after notice and thereafter fails to cure such failure;

8.3.2 Any representation or warranty made by City in this Agreement or any other Project Agreement is false or misleading in any material respect as of the time made and has been relied upon by the recipient to its material detriment prior to correction by City; or

8.3.3 Any report, certificate or other document furnished by City to a Developer pursuant to this Agreement or any other Project Agreement is false or misleading in any material respect as of the time made and has been relied upon by the recipient to its material detriment prior to correction by City.

8.4 Remedies for City Default. At any time as of which a City Default exists, the applicable Developer, at its option, may, but shall not be obligated to, exercise any one of more of the following remedies, provided, however, that in no event shall the City be obligated hereunder to pay amounts to the applicable Developer from sources other than the Project TIF Revenue:

8.4.1 By written notice to the City, terminate this Agreement, provided that such termination shall not affect the obligations of the City that have then accrued;

8.4.2 (i) recover from City any sums of money that are due and payable by City to or for the benefit of the applicable Developer under this Agreement; (ii) except for obligations requiring City Council approval, commence an action for specific performance or other equitable relief against City with respect to the defaulted obligations as provided in Section 8.6; and (iii) exercise the applicable Developer's rights under Section 8.7 with respect to the City Default; and

8.4.3 Enforce, or avail itself of, any other remedies available to it at law or in equity.

8.5 Default Notices. At any time when there exists a default by a Developer in the due and punctual payment, performance or observance of any obligation of the Developer under this Agreement or any other Project Agreement, City shall give the Developer a written notice, indicated as being a "Default Notice" under this Section. At any time when there exists a default by City in the due and punctual payment, performance or observance of any obligation of City under this Agreement or any other Project Agreement, the applicable Developer shall give the City a written notice, indicated as being a "Default Notice" under this Section. Any notice given in accordance with this Section is called a "Default Notice."

8.6 Enforcement. Except as expressly provided otherwise in this Agreement (specifically, with regard to the construction or completion of the On-Site Improvements or the Additional Developer's Failure to Complete the On-Site Improvements), as the remedy at law for the breach of any of the terms of this Agreement may be inadequate, each enforcing Party has a right of temporary and permanent injunction, specific performance and other equitable relief that may be granted in any proceeding brought to enforce any provision hereof, without the necessity of proof of actual damage or inadequacy of any legal remedy.

8.7 Self-Help. Without limiting the provisions of Section 8.6, solely with respect to Off-Site Improvements, (i) should any defaulting Party fail to remedy any default identified in a Default Notice within the reasonable cure period specified in the Default Notice, or (ii) should any default under this Agreement exist which (A) constitutes or creates an immediate threat to

health or safety or (B) constitutes or creates an immediate threat of damage to or destruction of property, then, in any such event, the non-defaulting Party has the right, but not the obligation, to enter upon the property of the defaulting Party to take such steps as the non-defaulting Party may elect to cure, or cause to be cured, the default or violation. If a non-defaulting Party cures, or causes to be cured, a default as provided above in this Section, then there will be due and payable by the defaulting Party to the non-defaulting Party upon demand the amount of the reasonable costs and expenses incurred by the non-defaulting Party in pursuing the cure, plus interest thereon from the date of demand at the rate set forth in Section 8.8. For avoidance of doubt, this section shall apply only to defaults associated with Off-Site Improvements.

8.8 Interest. Except as otherwise expressly provided herein, amounts that are due and payable by a Developer to City under this Agreement will bear interest if not paid when due, until paid, (a) at the prime rate published in the “Money Rates” section of the Wall Street Journal from time to time for the first 30 days after due, and (b) at the higher of the rate provided for in clause (a) or 8% per annum beyond the first 30 days after due.

8.9 Costs of Enforcement. If an action is brought by the City for the enforcement of any provision of this Agreement, the applicable Developer, and only to the extent that the Developer is found to be in default or breach of this Agreement or another Project Agreement, will pay to the City all costs and other expenses that become payable as a result thereof, including without limitation, reasonable attorneys’ fees and expenses.

8.10 Notwithstanding any other provision of this Agreement, the above-described notification and cure provisions shall not apply when (i) the City’s Director of Planning and Building issues a stop work order for local, county or state code violations related to construction defects that present an imminent risk of serious injury or seriously threatens public safety, or (ii) the City Engineer issues a stop work order for local, county or state construction code violations that present an imminent risk of serious injury or seriously threatens public safety.

## 9. Plan Review and Inspection Cost.

9.1 Prior to receiving all permits required to commence construction of the Project, the Developers shall deposit a non-refundable amount estimated to be necessary to pay the City’s cost of plan review. The Developers shall also pay for all inspection fees incurred by the Developers.

9.2 The Developers shall permit the City or its agents to inspect the Project upon one full business day’s notice at any time during business hours and shall provide the City or its agents such information as they shall reasonably require in order to perform inspections of the Project from time to time.

10. Completion. Notwithstanding anything to the contrary in this Agreement, it shall not be an event of default under this agreement if a Developer elects not to commence construction of the Project. However, if the a Developer commences construction of the Project, the Additional Developer agrees to substantially complete the construction of the Off-Site Improvements, whether or not it completes the On-Site Improvements. The Additional Developer shall, within 30 days following the completion of the Off-Site Improvements, furnish

to the City, as required, “as built” drawings of the Off-Site Improvements, which drawings shall become the property of the City and remain in the office of the City Engineer.

The Additional Developer shall, within 30 days of completing the Designated Improvements, furnish to the City an itemized statement showing the cost of the Designated Improvements and a notarized affidavit stating that all material and labor costs have been paid. The Additional Developer shall indemnify and hold harmless the City from all expenses and claims for labor and/or material related to construction by the Additional Developer of the Project. In its contracts with agents, subcontractors, and subconsultants, the Additional Developer shall require each entity to indemnify and hold harmless the City from all expenses and claims for labor and/or material related to construction of the Project. The Additional Developer shall provide the City with evidence satisfactory to it that all liens affecting the Designated Improvements, including but not limited to liens for delinquent taxes, the lien of any mortgage, and any mechanic’s liens, have been released.

The Additional Developer shall comply with all rules and regulations and conform to all reasonable procedures established by the City regarding submission of shop drawings, construction schedules, operation of facilities, and other matters related hereto.

The Additional Developer shall obtain all necessary utility services necessary for the construction of the Designated Improvements and for its continued operation. The Additional Developer shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the Additional Developer.

11. Prevailing Wage. The Additional Developer and the City acknowledge and agree that construction of the Off-Site Improvements is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115 and all wages paid to laborers and mechanics employed in constructing the Off-Site Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Off-Site Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Additional Developer shall require compliance by all contractors, and shall require all contractors to require all subcontractors working on the (reimbursable) aspects of the Off-Site Improvements, to comply with all applicable requirements of that Chapter 4115. The Additional Developer acknowledges and agrees that, regardless of the parties’ efforts, desires, or intentions, in the event that the Ohio Department of Commerce or a court of law may ultimately determine that the prevailing wage law applies to other portions or all of the Project, then the City shall not be responsible for and Additional Developer shall hold the City harmless for any increased cost to Additional Developer or the City, including but not limited to increased labor costs, attorney fees, or litigation costs, as a result of such determination. The provisions of this Section 11 shall survive the termination of this Agreement.

12. Minimum Property Value. The City and the Developers agree that the real property valuation of the Project as established by the Franklin County Auditor shall be equal to or exceed six million, five hundred sixty-five thousand dollars (\$6,565,000) by the earlier of (i) the first tax year that begins at least twelve (12) months after the date of issuance of the Certificate of Occupancy or (ii) January 1, 2023 and shall remain at or above that amount during the remaining life of the TIF. Absent manifest error by the Franklin County Auditor, which the

Developers and City shall work together to have fixed, failure to meet such valuation shall be considered a Developer Default by the Original Developer under Section 8.1 of this Agreement.

13. TIF Project Revenue Cap. The City and the Additional Developer agree that the amount of TIF Project Revenue provided to the Additional Developer to pay for the Designated Improvements shall be capped (“TIF Project Revenue Cap”) based on certain real property valuation thresholds the Project must meet (“Valuation Threshold”) by certain dates (“Target Dates”) according to the schedule below:

<u>Valuation Threshold</u>	<u>Target Date</u>	<u>TIF Project Revenue Cap</u>
\$12,500,000 for at least five consecutive tax years	Tax year 2030	\$1,500,000
\$15,000,000 for at least five consecutive tax years	Tax year 2035	\$2,150,000
\$17,500,000 for at least five consecutive tax years	Tax year 2040	\$2,750,000
\$20,000,000 for at least five consecutive tax years	Tax year 2045	\$3,657,442

Should the Project fail to meet a Valuation Threshold by the applicable Target Date, the Project shall still be eligible to meet the subsequent Valuation Thresholds by the applicable Target Dates. For example, if the Project does not meet the initial two Value Thresholds in the table above, but the Project does meet the third Value Threshold (\$17,500,000 for at least five consecutive tax years) by the applicable Target Date (Tax Year 2040), the Additional Developer shall receive TIF Project Revenues from the City up to the applicable TIF Project Revenue Cap (\$2,750,000), plus interest on the Off-Site Improvements at an annual rate of 4%.

The Additional Developer shall be eligible to receive TIF Project Revenue from the City after the initial tax year for which the real property valuation of the Project meets or exceeds a Valuation Threshold. If the Valuation Threshold is not maintained for the next four (4) consecutive tax years, the City may require the Additional Developer to refund TIF Project Revenue received in excess of the applicable TIF Project Revenue Cap, plus interest on the Off-Site Improvements at an annual rate of 4%. Should the Additional Developer meet a Valuation Threshold for five consecutive tax years by the required Target Date, and the valuation of the Project subsequently falls below such Valuation Threshold, the City shall still be obligated to pay to the Additional Developer the TIF Project Revenue up to the amount of the TIF Project Revenue Cap associated with the Valuation Threshold that was met, plus interest on the Off-Site Improvements at an annual rate of 4%. However, if a Developer or an owner of a Parcel contests or files a complaint (including, without limitation a complaint filed in accordance with Ohio Revised Code Sections 5715.13 or 5715.19) against the real property tax valuation of a Parcel that results in the valuation of the Project falling below such Valuation Threshold, then the City shall only be obligated to pay the Additional Developer the TIF Project Revenue up to the amount of the TIF Project Revenue Cap associated with the Valuation Threshold of the new lower valuation, plus interest on the Off-Site Improvements at an annual rate of 4%. In addition,

the City may require the Additional Developer to refund TIF Project Revenue received in excess of the new lower TIF Project Revenue Cap, plus interest on the Off-Site Improvements at an annual rate of 4%; provided, however, if the Valuation Threshold has been met for at least the five (5) prior tax years, then no refund shall be due from Additional Developer.

14. Zoning. At the request of the Original Developer, the City has rezoned the Project Site from C-4, Highway and Automotive Services to PUD pursuant to Ordinance No. 06-2019, approved by City Council on March 18, 2019, in accordance with the Planning and Zoning Code of the City. The Developers shall ensure that the Development will at all times comply with the zoning that applies to it from time to time.

15. Insurance. Prior to the commencement of construction of the Designated Improvements, the Developers or their contractor(s) shall take out and maintain, and shall require all contractors to require all subcontractors to take out and maintain, insurance in such amounts as provided below. The Developers or their contractor(s) shall provide sufficient evidence to the City, prior to construction, that such insurance exists and is in effect.

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

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

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



The City hereby represents and warrants that (i) execution of this Agreement has been approved and authorized by Ordinance No. 09-2019, passed by City Council on April 15, 2019; and (ii) the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations hereunder.

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

18. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason,

- (a) that illegality or invalidity shall not affect the remainder hereof or thereof; any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein,
- (b) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and
- (c) each section, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

19. Assignment. Except as otherwise provided in this Section 20 this Agreement may not be assigned by any party hereto without the written consent of the other party, not to be unreasonably withheld. Notwithstanding any provisions to the contrary in this Section 20, each Developer may assign its respective interest in this Agreement to an Affiliate (defined herein) or in connection with any merger, reorganization, sale of all or substantially all of the applicable Developer's assets or any similar transaction without the prior written consent of the City, conditioned upon an assignment including the assignment of both the rights and obligations of the applicable Developer hereunder, and a copy of such assignment being timely provided to the City. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Developer. All representations and warranties of the Developers and the City herein shall survive the execution and delivery of this Agreement.

20. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of either party to this Agreement shall be made in writing addressed as follows and sent by registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed:

**If to the City to:**

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

and

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

**If to a Developer to:**

The Witness Group  
Attn: Ohm Patel  
600 Enterprise Drive  
Lewis Center, OH 43035

and

Scott J. Ziance  
Vorys, Sater, Seymour and Pease LLP  
52 East Gay Street  
Columbus, OH 43215

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

21. Administrative Actions. To the extent permitted by law, and except as otherwise provided in this Agreement, all actions taken or permitted to be taken by the City under or in furtherance of this Agreement (excepting the TIF Ordinance and related legislative approvals) may be taken by the City Manager and will not require legislative action of a City Council beyond the legislative actions authorizing this Agreement. The City Manager, on behalf of the City, is authorized to make all approvals and consents that are contemplated by this Agreement and other Project Agreements, without the separate approval by the City Council, including reviews, approvals, and consents (including but not limited to, such actions with respect to the Incentive Contingencies) and any and all such other approvals contemplated herein. All actions, approvals, and consents of City required under this Agreement must be given in writing in order to be effective.

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

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

24. Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

25. Time is of the Essence. Time is of the essence in this Agreement.

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

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

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

29. Construction Easement. The City will grant to the Additional Developer a temporary construction easement in, over, through, under and across all public right-of-way to the extent reasonably necessary to complete the Off-Site Improvements for so long as is reasonably necessary to complete the Off-Site Improvements.

30. Third Party Easements. [Intentionally omitted; already performed]

31. Force Majeure. Any delay in the performance of any of the duties or obligations of either party (the “Delayed Party”) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined

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

32. Financing Contingency. The Additional Developer's obligations under this Agreement shall be contingent upon the Additional Developer securing financing for purposes of funding the Project on terms and conditions reasonably satisfactory to the Additional Developer (the "Financing Contingency"), no later than no later than December 31, 2020 ("Financing Contingency Period"). In the event the Additional Developer is unable to obtain the Financing Contingency on terms and conditions reasonably satisfactory to the Additional Developer within the Financing Contingency Period, the Additional Developer shall have the right to terminate this Agreement by written notice thereof to the City.

33. Recording. Upon execution of this Agreement, an original counterpart of this Agreement shall be placed of record in the real estate records of the Recorder of the County of Franklin, Ohio with respect to each parcel comprising the Project Site, and each and every term and provision of this Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and any successors and assigns of the parties.

34. City Obligation Limited. Notwithstanding anything to the contrary herein, the financial obligation of the City hereunder is expressly limited to Project TIF Revenue actually received by the City.

**IN WITNESS WHEREOF**, the City and Developers, each by a duly authorized representative, have caused this Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF WORTHINGTON

HE HARI, INC.

By:

By:

\_\_\_\_\_  
Matthew H. Greeson, City Manager

\_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Tom Lindsey, Law Director

HE HARI DEVELOPMENT, LLC

By:

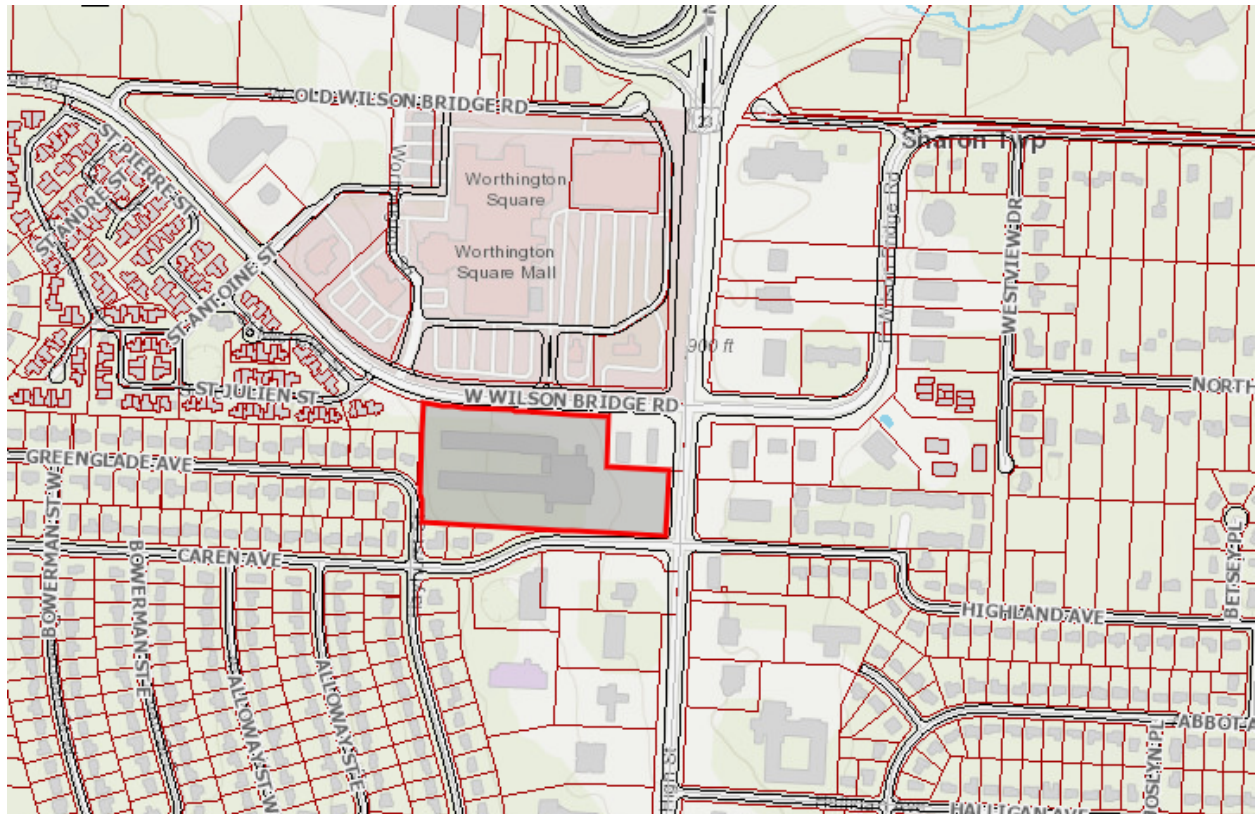
\_\_\_\_\_  
Its: \_\_\_\_\_

## DEVELOPMENT AGREEMENT - EXHIBIT A

### PROJECT SITE

Real property located at 7007 North High Street, Parcel Numbers 100-006791-00, 100-006792-00, and 100-006793-00, as that real property is located in the City of Worthington, Franklin County.

The parcels enumerated herein and any subsequent purported subdivisions and/or re-assigned parcel number identifications or street addresses shall constitute the **“Project Site.”**



## **DEVELOPMENT AGREEMENT - EXHIBIT B**

### **GUARANTY**

**THIS PROJECT COMPLETION GUARANTY** (this “Guaranty”) is dated as of [\_\_\_\_], by \_\_\_\_\_, an Ohio \_\_\_\_\_ having an address at [\_\_\_\_\_] (“Developer”), (sometimes referred to herein individually as “Guarantor” or collectively as “Guarantors”), [\_\_\_\_] and [\_\_\_\_] (each, a “Principal” and together, the “Principals”) to and for the benefit of the **CITY OF WORTHINGTON, OHIO**, a municipal corporation and political subdivision of the State of Ohio, having an address at 6550 North High Street, Worthington, Ohio 43085, Attn: City Manager (the “City”). Capitalized words and terms used herein and not otherwise defined herein shall have the meaning assigned to them in the Development Agreement (as hereinafter defined).

### **BACKGROUND**

- A. The Developer and the City have executed a Development Agreement, dated August 1, 2019 (the “Development Agreement”), pursuant to which the Developer has agreed to construct the Project and the City has agreed to provide public support for the Project in the form of the Incentives described in the Development Agreement;
- B. It is a condition precedent to the City’s provision of the Incentives for the Project that the Guarantors execute and deliver this Guaranty; and
- C. In order to provide assurance to the City that the Developer’s obligations under the Development Agreement with respect to the Project will be timely completed as required under the Development Agreement, the Developer has agreed, pursuant to the Development Agreement, to execute and deliver, and to cause the Principals to execute and deliver, this Guaranty.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantors hereby agree as follows:

- 1. **Completion of Project.** Guarantors hereby, jointly and severally, unconditionally guarantee:
  - 1.1 The performance of all obligations of the Developer under the Development Agreement with respect to its portion of the Project, including, without limitation, (a) the satisfactory and timely completion of the construction of the Project in a good and workmanlike manner, free from any and all liens or claims of any persons or entities performing labor thereon or furnishing materials therefor, or both, subject to Force Majeure (as defined in the Development Agreement), on or before the date that is 48 months after satisfaction of the Incentive Contingencies for the Project and in substantial accordance with the Development Agreement and all applicable legal requirements; (b) payment by the Developer when due of

all amounts due under the Development Agreement incurred in connection with the Project; (c) if any chattel mortgages, vendor, mechanics' or materialmen's liens should be filed, or should attach, with respect to the Project, to promptly cause the removal of such mortgages or liens, or post or have posted a bond or other security against the consequences of their possible foreclosure and procure an endorsement(s) to the title policy insuring the City against the consequences of the foreclosure or enforcement of such lien(s); and (d) the prompt and full payment, and not merely the collectability, when due, of all costs and expenses including, to the fullest extent not prohibited by law, court costs and attorneys' fees paid or incurred by the City in realizing any of the obligations or payments hereby guaranteed or in enforcing this Guaranty.

2. **Direct Obligation.** The liability of the Guarantors under this Guaranty shall be primary, direct, joint and several, and immediate and not conditional or contingent upon pursuit by the City of any remedies it may have against the Developer or any other party. No exercise or non-exercise by the City of any right given to it hereunder or under the Development Agreement, and no change, impairment or suspension of any right or remedy of the City shall in any way affect the Guarantors' obligations hereunder or give the Guarantors any recourse against the City. Without limiting the generality of the foregoing, the City shall not be required to make any demand on Developer, and/or any other party, or otherwise pursue or exhaust its remedies against Developer, or any other party, before, simultaneously with or after, enforcing its rights and remedies hereunder against the other Guarantors.
3. **Unconditional and Absolute Guaranty.** This Guaranty is an unconditional and absolute guaranty, irrespective of the validity, regularity or enforceability of the Development Agreement or any other document or agreement executed in connection therewith or any circumstances which might otherwise constitute a legal or equitable discharge or defense of any Guarantor. No counterclaim, setoff, reduction of an obligation, or defense of any kind which the Developer or any Guarantor may have or assert against the City or which any Guarantor may have or assert against the Developer shall affect, modify or impair any Guarantor's unconditional and absolute obligations hereunder. THIS IS AN UNCONDITIONAL GUARANTY OF PAYMENT AND NOT OF COLLECTION AND EACH GUARANTOR FURTHER IRREVOCABLY WAIVES ANY RIGHT TO REQUIRE THAT ANY ACTION BE BROUGHT AGAINST THE DEVELOPER OR ANY OTHER PERSON OR TO REQUIRE THAT RESORT BE HAD TO ANY SECURITY PRIOR TO THE ENFORCEMENT OF THIS GUARANTY.
4. **Affirmative Covenants of the Guarantors.** Throughout the term of this Guaranty, each Guarantor shall:
  - 4.1 **Deliver Notice.** Immediately upon learning of any of the following, deliver written notice thereof to the City describing the same and the steps being taken by the Guarantor with respect thereto:



- 4.1.1 the occurrence of any event of default or an event or circumstance which would constitute such an event of default under the Development Agreement or any other document or agreement executed in connection therewith, but for the requirement that notice be given, time elapse or otherwise, or
  - 4.1.2 any action, suit or proceeding against the Guarantor at law or in equity, or before any governmental instrumentality or agency, is instituted or threatened in writing which, if adversely determined, would materially and adversely affect the Guarantor's businesses, operations, properties, assets or condition (financial or otherwise).
- 5. **Negative Covenants of Guarantor.** Throughout the term of this Guaranty, no Guarantor shall enter into any agreement containing any provision which would be violated or breached by the performance of the Guarantor's obligations hereunder or under any instrument or document delivered or to be delivered by the Guarantor hereunder or in connection herewith.
- 6. **Waivers.** The Guarantors waive any and all defenses to any action or proceeding brought to enforce this Guaranty. Without limiting the foregoing, the Guarantors specifically waive the following defenses:
  - 6.1 **Waivers of Suretyship Defenses.** The Guarantors agree that the City, in its sole and absolute discretion, without notice to or further assent of any Guarantor and without in any way releasing, affecting, or impairing the obligations and liabilities of the Guarantors hereunder, may deal with the Developer as if this Guaranty were not in effect. Without limiting the generality of the foregoing, the City may: (i) waive compliance with, or any defaults under, or grant any other indulgences with respect to, the Development Agreement or any other document or agreement executed in connection therewith, (ii) modify, amend, or change any provisions of the Development Agreement or any other document or agreement executed in connection therewith, (iii) grant extensions or renewals of (or with respect to) the Development Agreement or any other document or agreement executed in connection therewith and/or effect any release, compromise, or settlement in connection with the Development Agreement or any other document or agreement executed in connection therewith, (iv) agree to the substitution, exchange, release, or other disposition of all or any part of any collateral, (v) and assign or otherwise transfer this Guaranty, the Development Agreement or any other document or agreement executed in connection therewith this Guaranty or any interest therein or herein.
  - 6.2 **Waivers of Notices.** The Guarantors waive (i) presentment and demand for payment, notice of dishonor, and protest of non-payment, (ii) notice of acceptance of this Guaranty, (iii) notice of any default hereunder (but without waiving any notice of default which may be required under the Development Agreement), (iv) demand for observance or performance of,

or enforcement of, any terms or provisions of this Guaranty, the Development Agreement or any other document or agreement executed in connection therewith, and (v) all other notices and demands otherwise required by law which the Guarantors may lawfully waive.

- 6.3 Changes to Project. Each Guarantor consents and agrees that Developer may, to the extent permitted under the Development Agreement, alter, extend, change or modify any of the development plans for the Project or any terms or conditions contained in any contract or subcontract or surety bond related to the Project, or may approve any change, or may release or waive or compromise the obligations of any such contractor or subcontractor or surety, and that no such action by the Developer shall in any manner affect this Guaranty or release the obligations of the Guarantors hereunder, regardless of whether the Guarantors have received notice of the same or have further consented thereto and regardless of whether the City has approved the action of the Developer in question, and the Guarantors hereby waive and relinquishes any claim or defense against the City based on any of the foregoing.
- 6.4 Other Guarantors. The Guarantors waive all defenses arising from the fact that there may now or hereafter be other guarantors or sureties liable for all or any part of the obligations under this Guaranty, or that solvent entities or persons other than the Developer or a Guarantor may have undertaken the performance of all or any part of said obligations.
- 6.5 Waiver of Certain Other Possible Defenses. The Guarantors waive (i) all defenses based on suretyship or impairment of collateral, and (ii) any defenses that the Developer may assert on the underlying debt, including failure of consideration, breach of warranty, fraud, statute of frauds, bankruptcy, lack of legal capacity, statute of limitations and usury.
7. **No Waiver.** No failure by the City to insist upon the strict performance by a Guarantor of any provision hereof shall constitute a waiver of the City's right to strict performance, and no express waiver shall be deemed to apply to any other existing or subsequent right to remedy the failure by a Guarantor to observe or comply with any provision hereof.
8. **Financial Condition.** Each of the Guarantors represents and warrants that such Guarantor is not now insolvent and the Guarantor's obligations under this Guaranty do not render the Guarantor insolvent; the Guarantor is not contemplating either the filing of a petition by the Guarantor under any state or federal bankruptcy or insolvency laws or the liquidating of all or a major portion of the Guarantor's property; and the Guarantor has no knowledge of any person contemplating the filing of any such petition against the Guarantor.
9. **Reliance by the City.** Each Guarantor acknowledges that the City is providing the Incentives in reliance upon this Guaranty and the representations, warranties, covenants and agreements of each Guarantor made herein.

10. **Notices.** Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter “Notices”) shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the party to receive such Notice at its address set forth above, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused.
11. **Events of Default.** Each of the following shall be an event of default (an “Event of Default”) with respect to each Guarantor hereunder:
- 11.1 Any Guarantor shall: (i) admit in writing any inability to pay any of the Guarantor’s debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against the Guarantor under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against the Guarantor and either have an order of insolvency or reorganization entered against the Guarantor or have the proceeding remain undismissed and unstayed for 90 days; (iv) except in connection with financing the Project, make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed by a court for the Guarantor or for all or substantially all of the Guarantor’s assets or property.
- 11.2 Any Guarantor shall fail to observe or perform any agreement, term or condition stated in this Guaranty, other than as required or described in subsection (11.1) above, and such failure shall continue for a period of 10 business days (with respect to these failures which may be cured by the payment of money) or 30 days (with respect to any other failure) after the Guarantor has received written notice of such failure unless more than thirty (30) days shall be required because of the nature of the default, in which case if the any Guarantor shall have failed to proceed diligently to commence to cure such failure within such 30-day period after notice and thereafter fails to cure such failure.
12. **Remedies for Default.** Upon the occurrence of an Event of Default, the City shall have the right to pursue, in the City’s sole discretion, all available remedies at law or in equity, including without limitation, specific performance. All remedies available to the City hereunder shall be in addition to and shall not limit the remedies available to the City under the Development Agreement and any document executed in connection therewith. Without limiting the generality of the foregoing, if a Guarantor fails to perform timely any of its obligations under this Guaranty, the City shall have the right (but not the obligation) to perform them by or through any agent, contractor or subcontractor of its selection, and the Guarantors shall indemnify and hold the City free and harmless from and against any and all actual loss, damage, cost, expense, injury, or liability the City may suffer or incur in connection with the exercise of its rights under this Guaranty or the

performance of any obligations under this Section. During the course of any exercise of rights undertaken by the City or any other party on behalf of the City in accordance with the terms of this Section, the Guarantors shall, jointly and severally, pay within 30 days after demand therefore any amounts due to contractors, subcontractors, and material suppliers and for permits and licenses necessary or desirable in connection therewith. The Guarantors' obligations in connection with such work shall not be affected by any errors or omissions of any party in the design, supervision, and performance of the work; it being understood that such risk is assumed by the Guarantors. Neither the completion of the construction of the Project nor failure of said party to complete the construction of the Project shall relieve the Guarantors of any liabilities hereunder; rather, such liability shall be continuing and may be enforced by the City to the end that the construction of the Project shall be timely completed, lien-free, without loss, cost, expense, injury or liability of any kind to the City in accordance with the Development Agreement.

13. **Termination of Guaranty.** This Guaranty shall terminate and the Guarantors shall thereupon be released from any further liability, obligation or responsibility hereunder upon the completion of the Project, as evidenced by issuance of all necessary certificates of occupancy for those improvements, and discharge of all liens and claims of any persons or entities performing labor thereon or furnishing materials therefor, or both, provided, however, any such release shall not affect the Developer's obligations under the Development Agreement.
14. **Governing Law.** This Guaranty shall be construed in accordance with the laws of the State of Ohio.
15. **Consent to Jurisdiction.** EACH OF THE GUARANTORS, TO THE EXTENT THAT IT MAY LAWFULLY DO SO, HEREBY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURTS LOCATED WITHIN FRANKLIN COUNTY, OHIO AS WELL AS TO THE JURISDICTION OF ALL COURTS FROM WHICH AN APPEAL MAY BE TAKEN FROM THE AFORESAID COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF THE GUARANTORS' OBLIGATIONS UNDER OR WITH RESPECT TO THIS GUARANTY.
16. **Waiver of Jury Trial.** THE GUARANTORS AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED UPON OR ARISING OUT OF THIS GUARANTY. IT IS HEREBY ACKNOWLEDGED THAT THE WAIVER OF A JURY TRIAL IS A MATERIAL INDUCEMENT FOR THE ACCEPTANCE OF THIS GUARANTY BY THE CITY AND THAT THE ACCEPTANCE OF THIS GUARANTY BY THE CITY IS MADE IN RELIANCE UPON SUCH WAIVER. EACH OF THE GUARANTORS FURTHER WARRANTS AND REPRESENTS THAT SUCH WAIVER HAS BEEN KNOWINGLY AND VOLUNTARILY MADE BY EACH GUARANTOR, FOLLOWING CONSULTATION WITH THEIR RESPECTIVE LEGAL COUNSEL.
17. **Recitals.** The facts and circumstances as described in the Background section hereto are an integral part of this Guaranty and as such are incorporated herein by reference.

18. **Entire Guaranty.** This Guaranty cannot be changed or terminated orally. This Guaranty contains the entire understanding between the parties with respect to the subject matter. This Guaranty shall not be amended or terminated without the written consent of the City.
19. **Successors.** This Guaranty shall inure to the benefit of, and be enforceable by, the City and its respective successors and assigns, and shall be binding upon, and enforceable against, each of the Guarantors and their respective successors, heirs and assigns, in accordance with its terms.
20. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Guaranty shall be construed as if such invalid, illegal or unenforceable provision had never been included.
21. **Execution of Counterparts.** This Guaranty may be executed in any number of counterparts, each of which shall be deemed to be an original hereof, and all of which shall constitute but one and the same instrument, it not being necessary in proving this Guaranty to produce or account for more than one such counterpart. Signatures transmitted by facsimile or electronic means are deemed to be original signatures.
22. **Section Headings.** The section headings in this Guaranty are inserted for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Guaranty.
23. **Financing Contingency.** The Guarantors' obligations under this Agreement shall be contingent upon the Developer (as defined in the Development Agreement) securing financing for purposes of funding the Project on terms and conditions reasonably satisfactory to the Developer (the "Financing Contingency"), no later than no later than \_\_\_\_\_ ("Financing Contingency Period"). In the event the Developer is unable to obtain the Financing Contingency on terms and conditions reasonably satisfactory to the Developer within the Financing Contingency Period, the Developer shall have the right to terminate this Agreement by written notice thereof to the City.

**Attorney Review.** The terms and conditions of this Guaranty were reviewed by the attorneys for each of the Guarantors, and said terms and conditions explained to the appropriate officers/representatives of the Guarantors who, by their execution hereof, hereby acknowledge that they fully understand them.

IN WITNESS WHEREOF, the Guarantors have executed this Guaranty as of the day and year first above written.

**Guarantors:**

\_\_\_\_\_, an Ohio \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

[PRINCIPAL]

\_\_\_\_\_

[PRINCIPAL]

\_\_\_\_\_

STATE OF OHIO :  
: ss.  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public in and for said state, personally appeared \_\_\_\_\_, duly authorized signer for \_\_\_\_\_, and acknowledged the signing hereof to be his voluntary act on behalf of said company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

\_\_\_\_\_  
Notary Public

STATE OF OHIO :  
: ss.  
COUNTY OF FRANKLIN :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public in and for said state, personally appeared [\_\_\_\_], and acknowledged the signing hereof to be his voluntary act. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

\_\_\_\_\_  
Notary Public

STATE OF OHIO                               :  
  : ss.  
COUNTY OF FRANKLIN                   :

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, the subscriber, a Notary Public in and for said state, personally appeared [Principal], and acknowledged the signing hereof to be his voluntary act. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

\_\_\_\_\_  
Notary Public



Acknowledged and accepted this \_\_\_\_ day of \_\_\_\_\_ 2020:

Approved as to form for the City:

CITY OF WORTHINGTON, OHIO

By: \_\_\_\_\_  
Tom Lindsey, Law Director

By: \_\_\_\_\_  
Matthew H. Greeson, City Manager

## DEVELOPMENT AGREEMENT - EXHIBIT C

### DESIGNATED IMPROVEMENTS

Off-Site Improvements: The Off-Site Improvements consist of the following list of improvements, which may be amended by the mutual consent of the City and the Additional Developer:

- Signalization Part 1
  - Relocation of the existing signal on Wilson Bridge Road and the mall. Signal will include:
    - Traffic signal mast arm supports non-decorative to replace in kind which is standard mast arm signals with black finish
    - Signal appurtenances including vehicular signals, pedestrian signals, cable/wire, pushbutton, detection (video assumed), pullboxes and controller for a complete signal installation consistent with the current signal design
    - Material from the existing signal will be reused if feasible and practical. This may include poles, signal heads and controller
- Signalization Part 2
  - Upgrade of the signal at High Street and Caren Avenue:
    - Removal of the span wire signal
    - Decorative mast arm signal supports to match those at the High Street and Wilson Bridge
    - Road intersection
    - Signal appurtenances including vehicular signals, pedestrian signals, cable/wire, pushbutton, detection (video assumed), pull boxes and controller for a complete signal installation consistent
- Road Construction Wilson Bridge Road, Mall Drive and Site Drive Intersection
  - Realignment of ~165 feet of the mall drive including removal of the existing drive pavement and associated paving items for the new drive
  - Wilson Bridge Road Drainage revisions as needed to adjust catch basins and underdrains for the drive relocation
  - Pavement markings (stop lines, crosswalks and westbound left turn lane revision) and ground mounted signs (lane use control and No Turn On Red currently installed) as needed for the intersection
  - ADA Ramps and sidewalk at the corners to make the intersection complete.
- Street Lighting
  - Street lighting on both sides of Wilson Bridge Road and High Street (10 poles total)
  - Poles and bases to match ODOT lights on High Street north of Wilson Bridge Road

- ROW Compensation
  - Compensation to property owners for acquisition (Cost to cure property, easements and other amenities)
  - ROW Appraisal - Cost for Professional Services for a Certified Real Estate MAI Appraiser. Appraisal scope includes the Ville Charmante Condominium Access Drive Easement; and Worthington Mall Drive Entry Temporary Work Easement for Entry Drive Re-Configuration.
- Professional Fees
  - Cost for Professional Services: Attorneys, Architects, Engineers or other Professional fee
    - Attorney / Legal Assistance
    - Construction Management
    - Architectural
    - Engineering
    - Road Construction Offsite
    - Signalization
    - Streetscaping LA of Caren/High
    - Streetscaping LA = Wilson Bridge, Caren, High; tree lawns
    - Street Lighting
    - Survey (Topo & Boundary)
    - Right-of-Way Plan Documents
    - Plan Document preparation for dedication Plats of real estate
    - Survey Boundary drawings, descriptions and easements
    - Survey (Staking) Public ROW
    - TIS = Traffic extras beyond std scope, Retaining walls
    - Foundations / Brick
    - Flood & Drainage
    - Bioretention / pavers / WQv
    - Grading change / sitework
    - CEI & CMT
- Streetscaping
  - Intersection corner treatments
  - Construction of brick paver landing at all quadrants of the intersection of Caren Avenue and N. High Street, including brick knee-wall with precast concrete cap, landscaping behind the wall, and ADA ramps with modified crosswalk striping
- Streetscaping (off-site public on periphery of site)
  - Removal of existing and installation of new access drives plus associated repairs to curb and sidewalks
  - Removal and replacement of sidewalks along all 3 streets (High, Wilson Bridge, Caren)
  - Decorative walls/planter boxes at pedestrian access points to development along Wilson Bridge Road
  - Street trees along all 3 streets spaced approximately 40' center-to-center

- Groundcover and shrubs along the Wilson Bridge Road frontage

On-Site Improvements: The On-Site Improvements consist of the following list of improvements, which may be amended by the mutual consent of the City and the Developers:

- Building Demolition and Asbestos remediation
  - Demolition
  - Asbestos Remediation
- Flood & Drainage - Detention requirements
  - Upgrades to On-Site Storm Water Management System to account for existing downstream public infrastructure capacity/conditions.
  - Underground Detention (Based on 30,000 CF storage @ \$10/CF). The Proposed onsite development is reducing amount of impervious area from current conditions; therefore, runoff volumes are less and no detention would be required. Due to existing conditions and city infrastructure, we have been forced to detain 30,000 CF of runoff.

## **DEVELOPMENT AGREEMENT - EXHIBIT D**

### **LIST OF SEQUENCING FOR DESIGNATED IMPROVEMENTS**

#### **Sequence 1**

- Engineering approval for both On-Site Improvements and Off-Site Improvements (to include the intersection on Wilson-Bridge Road). This is subject to an efficient approval process in working with City's Engineer and the City's third-party engineering firm
- Building drawing approval for the structures on Wilson-Bridge parcels

#### **Sequence 2**

- Site work for all parcels to ensure all parcels are pad ready in terms of utilities, storm water, grading, etc.
- Realignment of Wilson-Bridge intersection
- Establish new curb cuts for the site
- Initiate the ARB and Planning Commission approvals for the North High Street Parcel

#### **Sequence 3**

- Construction of the buildings on the Wilson-Bridge Road parcel subject to timely building approval
- Installation of Off-Site Improvements on Wilson-Bridge Road
- Continue the ARB and Planning Commission approvals for the North High Street Parcel

#### **Sequence 4**

- Building drawing approval of the North High Street Parcel subject to timely ARB and Planning Commission approvals
- Construction of the North High Street Parcel building subject to timely building approval.
- Installation of the North High Street frontage off-site improvements
- Installation of the Off-Site Improvements at the North High Street and Caren Ave. intersection

#### **Sequence 5**

- Building drawing approval of the back parcel
- Construction of the back parcel building subject to building approval

#### **Sequence 6**

- Tie all three parcels together aesthetically
- Project clean up and closeout



**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: July 15, 2020

To: Matthew H. Greeson, City Manager

From: David McCorkle, Economic Development Director

Subject: **Resolution No. 35-2020 ReBOOT Worthington Grant Program**

---

**EXECUTIVE SUMMARY**

This agenda item is intended to provide an update on the Worthington ReBOOT initiative and the Resolution authorizes the creation of the ReBOOT Worthington Grant Program to support small businesses impacted by the Coronavirus Pandemic.

**RECOMMENDATION**

Introduce and Approve as Presented

**BACKGROUND/DESCRIPTION**

To support the reopening of our small business community during and after the Coronavirus Pandemic, the City of Worthington, the Worthington Partnership, and many other local business experts have collaborated to form the Worthington Responsible Business Opening & Operations Team (ReBOOT).

ReBOOT Worthington was created to engage and assess the needs of our business community during this challenging time. The feedback we receive is being used to identify improvements, resources, and programs that the City may consider helping support the safe and successful reopening of our restaurant and retail businesses.

The initial request from our small business community came in June 2020 with the idea to create a unified marketing campaign to attract customers and to demonstrate that Worthington is reopening safely. City Council supported this initiative by authorizing the purchase of 100 feather flags with the “We’re Open” and “Open to All” messaging. The flags

have been installed and the businesses are being supplied with supplemental “Masks Required” window signage to go with the marketing campaign.

As Worthington businesses reopen, many are struggling to survive and need financial assistance to open or remain open. The ReBOOT Worthington team has identified the need to assist owners with a variety of business-related expenses, including inventory, signage and supplies, safety alterations, new equipment, and rent relief. The ReBOOT Worthington Grant Program would award up to \$2,500 per applicant. If all grant funds are not awarded by August 31<sup>st</sup>, businesses demonstrating additional need may be considered for up to an additional \$2,500.

**FINANCIAL IMPLICATIONS/FUNDING SOURCES** (if applicable)

\$50,000 from Acct# 219.1919.540621 - Econ Dev Incentives (already appropriated)

This is not a request to increase funding, but rather a redirection of an existing appropriation from uncommitted 2020 Venture Grant Program funding.

**ATTACHMENTS**

Resolution No. 35-2020

ReBOOT Worthington Grant Application

RESOLUTION NO. 37-2020

Creating the Policies and Procedures of the ReBOOT  
Worthington Grant Program to Support Local  
Businesses in Response to the COVID-19 Pandemic.

WHEREAS, in response to the Coronavirus Pandemic, this Council desires to support local businesses and to further the economic development goals of the City; and,

WHEREAS, City staff have partnered with other community organizations and individuals to form the Responsible Business Opening and Outreach Team (ReBOOT) Worthington; and,

WHEREAS, ReBOOT Worthington desires to support local businesses impacted by the Coronavirus Pandemic with financial assistance in the form of the ReBOOT Worthington Grant Program; and,

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

SECTION 1. That the Council of the City of Worthington does hereby authorize the City Manager to establish the ReBOOT Worthington Grant Program as outlined in the supporting documents attached to this Resolution.

SECTION 2. That the Council of the City of Worthington does hereby authorize the use of up to \$50,000 of previously appropriated funds from Development Incentives – Account No. 219.1919.540621.

SECTION 3. That the City Manager is authorized to enter into individual incentive agreements with ReBOOT Worthington Grant recipients in accordance with the Grant Program; and,

SECTION 4. That the Clerk of Council be instructed to record this Resolution in the appropriate record book.

Adopted

---

President of Council

Attest:

---

Clerk of Council





**City of Worthington  
ReBOOT Worthington Grant Program Application  
Small Business Coronavirus Relief (COVID-19)**

In response to the Coronavirus Pandemic, the City of Worthington has created the ReBOOT Worthington Grant Program to support our small business community. This program will provide cash grants to eligible business owners for expenses directly related to the COVID-19 pandemic. Eligible costs and additional program guidelines are outlined on page 3.

For assistance in completing this application, please contact David McCorkle with the City of Worthington at (614) 436-4518 or via email at [david.mccorkle@worthington.org](mailto:david.mccorkle@worthington.org)

**Completed applications must be submitted via email to [david.mccorkle@worthington.org](mailto:david.mccorkle@worthington.org)**

**Applications will be accepted until August 31<sup>st</sup> or until all funds have been exhausted. Applications will be reviewed and funded on a first-come, first-served basis by the City of Worthington and the ReBOOT Worthington team.**

Please include the following documentation with this application:

- (1) Coronavirus expense related invoice, receipt, or other documentation.
- (2) Completed [W-9 Form](#)

Full Legal Name of Business	
Business "dba" Name (if Applicable)	
Local Business Address	
Business Owner/Applicant Name	
Applicant Home Address	
Applicant Email	
Applicant Phone Number	
Primary Industry	
Business Real Property Status	

Total # of Full Time Employees	
Describe how your business supports local philanthropy	
Describe how your business has been impacted by COVID-19. <b>Please include information that relates to incurred or planned expenses incurred as a result of COVID-19.</b>	
Estimated (\$) Loss to date due to COVID-19	
Estimated (%) Revenue Loss to date due to COVID-19	
Grant amount requested  (Maximum grant award is \$2,500. Awards of up to \$5,000 may be considered if funding remains after August 31 <sup>st</sup> )	
Indicate who to make Grant Check Payable to and what Address it should be mailed to:	
Describe specifically what expenses the grant funds will be used for and if/when the costs were incurred	
Has your business received other financial assistance as a result of the pandemic?	
<b>Electronic Signature*</b> - By electronically signing this, you certify that all information above is true & accurate.	

**City of Worthington**  
**ReBoot Worthington Grant Program**  
**Application Information & Guidelines**

---

**Award Amount:**

Eligible businesses may apply for a one-time grant of up to \$2,500. Awards of up to \$5,000 may be considered for exceptional cases if funds are still available after the August 31<sup>st</sup> grant window closes. Applicants should be aware that this grant may be considered income for tax reporting purposes.

**Deadline:**

Applications will be accepted until August 31<sup>st</sup> on a first-come, first-served basis.

**Eligibility:**

Qualified applicants shall meet the following criteria:

(1) Business must have been impacted by the State-mandated closures that began on March 15, 2020 due to COVID-19. The impacts may include the loss of employees or revenue.

(2) Business must be located within the City of Worthington, Ohio.

(3) Business must have at least two but less than 30 full-time employees as of March 15, 2020.

(4) Business must be a targeted use, which includes retail, services, restaurant or hotel.

(5) Ineligible organizations include sexually-oriented businesses, places of worship, and non-profits.

(6) Business must be in good standing with local, state and federal jurisdictions with respect to taxes, fees, and other financial obligations.

(7) Enhanced consideration will be given to an applicant who has been involved in supporting community organizations or other philanthropic causes in the community.

**Allowable Costs**

- The cost of conversion of products, services, or facility alterations that are needed to meet ODH or CPH health and safety requirements
- Costs related to inventory, signage, or supplies
- Rent or mortgage relief
- Development of new solutions to problems presented during the COVID-19 crises
- The purchase of safety supplies such as masks, hand sanitizer, safety barriers, signage, and items to enforce physical distancing
- Other expense categories may be considered on a case-by-case basis

Eligible applicants shall have experienced, or plan to experience, expenses directly attributable to the COVID-19 pandemic. Applicants must submit invoices, receipts, quotes, or other documentation demonstrating the financial impact of COVID-19 on their business. **Payroll related expenses are not eligible for grant funding.**

RESOLUTION NO. 38-2020

Appointing \_\_\_\_\_ to the Board of  
Zoning Appeals

WHEREAS, the Board of Zoning Appeals consists of five members, four of whom are appointed to three year terms and one of whom is designated annually by the Municipal Planning Commission; and,

WHEREAS, one of the three-year terms is vacant; and,

WHEREAS, City Council has reviewed applications from interested individuals and conducted interviews for this vacancy; and,

WHEREAS, City Council desires to appoint \_\_\_\_\_ to fill the vacancy.

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

SECTION 1. That \_\_\_\_\_ is hereby appointed to the Board of Zoning Appeals to fill an unexpired term which will expire on December 31, 2021.

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

Adopted \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest

\_\_\_\_\_  
Clerk of Council



**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: July 16, 2020

To: Matthew H. Greeson, City Manager

From: Tom Lindsey, Law Director

Subject: **Ordinance No. 33-2020 - Requirement for Face Coverings (Masks)**

---

**EXECUTIVE SUMMARY**

This Ordinance amends recently enacted Chapter 767 regarding facial coverings.

**RECOMMENDATION**

Staff requests introduction and adoption as emergency legislation on July 20, 2020

**BACKGROUND/DESCRIPTION**

On July 6, 2020 Council adopted Ordinance 30-2020 which enacted new Chapter 767 establishing requirements for wearing facial coverings to slow the spread of COVID-19. During Council discussion, staff indicated that amendments to Chapter 767 would be presented at the July 20, 2020 meeting.

The amendments included changes made in the final ordinance adopted by the City of Columbus on July 6, 2020. As previously indicated, Chapter 767 was based on the draft Columbus ordinance since Columbus Public Health serves as the City's public health agency. One significant change that was not included is the application of the ordinance to County facilities. This is a policy decision that has less significance for Worthington than Columbus since the County facilities are primarily located in Columbus. Our ordinance exempts federal, state, and county facilities. Language was added to clarify that regardless of the Worthington exemption for federal, state, or county buildings, persons are required to comply with any federal, state, or county requirements.

In addition to the Columbus changes, definitions for household and family were added to clarify that masks are not required when family members not living in the household gather outside. A provision was added that suspends Chapter 767 if Franklin County is a

Risk Level 1 under the state's Public Health Advisory System. An age requirement of over ten years of age was added for outdoor activity requiring a mask. This is intended to address the children playing in parks concern. Council may increase or decrease the age limit. Language was added that permits temporary physical separation of less than six feet if not reasonably possible, such as walking on a narrow sidewalk. There were also a few typo or grammatical changes.

In addition to the proposed amendment, Council could decide to make amendments to conform to the state's Director's orders. This would include amending the exemption for children to the age of ten instead of six and limiting the religious exemption to only apply to officiants and not members of the congregation. If Council is interested, these changes can be handled as floor amendments.

#### **ATTACHMENTS**

Ordinance No. 33-2020

Ordinance - Redlined Version displaying changes

ORDINANCE NO. 33-2020

To Amend Chapter 767 “Face Coverings” of the Codified Ordinances of the City of Worthington and Declaring an Emergency.

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other (within about six feet) through respiratory droplets. It may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes; and,

WHEREAS, in the City of Worthington and across Franklin County there is a current and ongoing threat of an acutely hazardous disease, illness, or health condition; specifically, COVID-19 and Franklin County has been designated by the state Public Health Advisory System Risk Levels as Level 3, characterized by very high exposure and spread with a recommendation to limit activities as much as possible and to follow all current health orders; and,

WHEREAS, on July 6, 2020 Council adopted Ordinance 30-2020 to enact new Chapter 767 of the Codified Ordinances of the City of Worthington to require the wearing of face coverings to slow the spread of COVID-19; and,

WHEREAS, on July 8, 2020, Ohio Department of Health Interim Director Lance Himes issued a Director’s Order establishing requirements for the wearing of facial coverings in Franklin County and certain other counties based on a Risk Level 3; and,

WHEREAS, staff has recommended amendments to Chapter 767 after reviewing the Director’s Order, the final ordinance adopted by the City of Columbus, and comments from the public; and,

WHEREAS, City Council has determined that due to the immediate need to slow the spread of COVID-19 that it is in the best interest of the City of Worthington to waive notice of public hearing, to waive the twenty-one day waiting period, and to declare an emergency.

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

SECTION 1. That Chapter 767 “Face Coverings” of the Worthington Codified Ordinances is hereby amended to read as follows:

ORDINANCE NO. 33-2020

**CHAPTER 767**  
**Face Coverings**

**767.01 Face Covering defined.**

For purposes of Chapter 767:

- (a) "Face covering" means a piece of cloth, fabric, or other material that fully covers the mouth and nose and that is secured with ear straps or otherwise tied so as to prevent slipping. A face covering may be factory-made, sewn by hand, or improvised from everyday materials and can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a face covering has two (2) or more layers. Face coverings include, but are not limited to, bandanas, scarfs, medical masks, and cloth masks; and also include face shields that cover the nose and mouth, respirators, N95 masks or other personal protective equipment that provides a higher level of protection than a face covering as defined in this Section.

**767.02 Additional Definitions.**

For purposes of Chapter 767:

- (a) "Surgical mask" means American Society for Testing and Materials (ASTM) Level 1, 2, or 3 approved procedural and surgical masks, to include an N95 respirator approved by the National Institute for Occupational Safety and Health (NIOSH) or a respirator from another country allowed by the Occupational Safety & Health Administration (OSHA), the Food & Drug Administration (FDA), or the Centers for Disease Control (CDC). A N95 respirator is not recommended for general public use or use in public settings as it should be reserved for healthcare providers and other medical first responders in a health care setting.
- (b) "Place of business" means any office, facility, building, or structure operated by or for a for-profit business or non-profit enterprise and which is engaged in the sale or other transaction of any kind for anything of value in exchange for goods, commodities, services, or temporary lodging and that is open to the general public or by appointment, and includes, but is not limited to, grocery stores, retail stores, pharmacies, health care facilities, restaurants and bars (including outdoor seating for such facilities), banquet and catering facilities, personal care, grooming, and tattoo facilities, child care, day camp, and overnight camp facilities, hotels and motels (excluding a rented room or suite), gyms and similar facilities; but excluding religious facilities.
- (c) "Household" means a group of individuals not necessarily related by blood, marriage, adoption, or guardianship, living together in a single dwelling unit.
- (d) "Family" means a parent, sibling, spouse, child, grandparent, great-grandparent, grandchild, great-grandchild, aunt, uncle, cousin, nephew, niece, or legal guardian.



ORDINANCE NO. 33-2020

- (e) "School or school districts" means any public, private, or charter school or institution that provides education for any or all of the following grades or education: kindergarten through twelfth grade; or a university, college, or similar post-secondary institution.

**767.03 Face Covering requirement for individuals.** All individuals within the City of Worthington shall wear a face covering over the individual's nose and mouth in accordance with the following:

- a. When entering, exiting, or waiting in line to enter a place of business that is open to the public, and while inside a place of business as to the areas within the place of business that are accessible to, and are intended for the use of, the public. For purposes of Chapter 767, "place of business" means any office, facility, building, or structure operated by or for a for-profit business or non-profit enterprise and which is engaged in the sale or other transaction of any kind for anything of value in exchange for goods, commodities, services, or temporary lodging and that is open to the general public or by appointment, and includes, but is not limited to, grocery stores, retail stores, pharmacies, health care facilities, restaurants and bars (including outdoor seating for such facilities), banquet and catering facilities, personal care, grooming, and tattoo facilities, child care, day camp, and overnight camp facilities, hotels and motels (excluding a rented room or suite), gyms and similar facilities; but excluding religious facilities;
- b. When entering, exiting, or waiting in line to enter a City of Worthington operated building or facility that is open to the public, and while inside a City of Worthington operated building or facility as to the areas within such facility that are accessible to, and are intended for the use of, the public;
- c. In any public transportation such as a bus or other public transit vehicle regulated by the City of Worthington, as well as at all Worthington bus stops. This includes but is not limited to a taxi or ridesharing vehicle or any other vehicle for hire, even if the vehicle is privately owned; however, this provision does not apply to people travelling alone or with family or household members or friends in their personal vehicles;
- d. In certain high-density occupational settings where social distancing is difficult, such as manufacturing, construction, and agriculture and to include businesses or operations within North American Industry Classification System (NAICS) sectors 311 to 339 (manufacturing), 236 to 238 (construction), and 111, 112, 1151, and 1152 (agriculture);

ORDINANCE NO. 33-2020

- e. Workers in long term care facilities (LTC), including skilled nursing facilities (SNF), adult care homes (ACH), family care homes (FCH), mental health group homes, and intermediate care facilities for individuals with intellectual disabilities (ICF-IID) shall wear a surgical mask;
- f. Health care facilities other than LTC facilities must follow the face covering requirements in the CDC Infection Control Guidance for Healthcare Professionals about Coronavirus (COVID-19);
- g. In any outdoor space or outdoor place where or when a person over the age of ten is unable to maintain or does not maintain physical separation of at least six feet from others who are not members of their own family or household. However, this provision shall not apply if it is not reasonably possible to avoid a temporary physical separation of less than six feet, such as walking past someone on a narrow path.

**767.04 Face Covering requirements for places of business.** All places of business shall require all employees, contractors, volunteers, and any other individuals that interact with the public to wear a face covering and all places of business shall only sell or otherwise enter into any transaction of any kind for anything of value in exchange for goods, commodities, services, or provide temporary lodging to those who comply with Chapter 767. Any manager, owner, or person in charge of a place of business who fails or refuses to comply with Chapter 767 may be found in violation of Chapter 767 and subject to the penalties set forth in Section 767.06.

**767.05 Exceptions.** The requirement to wear a face covering does not apply to any individuals in the following situations:

- a. Individuals who cannot wear a face covering because of a medical condition, mental health condition or developmental disability, or who is unable to remove the face covering without assistance, and any individual who should not wear face coverings under the CDC guidance. An individual is not required to produce medical documentation of the condition or disability; however, failure to produce medical documentation of the condition or disability may result in the imposition of a civil penalty as provided in Section 767.07;
- b. Individuals under 6 years old;
- c. Individuals that are seated and actively eating or drinking. If a patron within a restaurant or bar is not seated at a table or at a bar, a face covering is required;
- d. Seeking to communicate with someone who is hearing-impaired in a way that requires the mouth to be visible;

ORDINANCE NO. 33-2020

- e. When giving a speech for a broadcast or to an audience;
- f. Working at home or while in a personal vehicle;
- g. When temporarily removing a face covering to secure government or medical services or for identification purposes;
- h. Individuals who would be at risk from wearing a face covering at work, as determined by local, state, or federal regulations or workplace safety guidelines;
- i. When wearing a face covering is impeding visibility to operate equipment or a vehicle;
- j. A child whose parent, guardian, or responsible person has been unable to place the face covering safely on the child's face;
- k. School individuals (including students, administrators, and teachers) on or in school or school district facilities, so that schools and school districts may follow the regulations and guidelines promulgated by their governing bodies and the Ohio Department of Education. For Chapter 767, "school or school districts" means any public, private, or charter school or institution that provides education for any or all of the following grades or education: kindergarten through twelfth grade; or a university, college, or similar post-secondary institution;
- l. In settings where it is not practicable or feasible to wear a face covering such as when receiving dental services, medical treatments, while swimming, or while acting as an on-duty lifeguard;
- m. Walking or exercising outdoors so long as physical separation of not less than six feet is maintained, or while walking or exercising outdoors with other members of the same family or household;
- n. While actively engaged in exercising in a gym or other similar indoor facility so long as physical separation of not less than six feet is maintained and the individual wears a face covering at all times when not actively engaged in exercising;
- o. When an individual is in his or her work office, conference room, or other workspace not intended for use by the general public, so long as physical separation of not less than six feet is maintained;

ORDINANCE NO. 33-2020

- p. When inside a personal or commercial vehicle either parked or moving that is not a vehicle described in Section 767.03(c);
- q. Individuals while acting in their official capacity as a public safety employee or emergency responder when wearing a face covering would interfere with or limit their ability to carry out their official duties or functions. These include police officers, firefighters and other public safety or emergency medical personnel that support public safety functions;
- r. Individuals complying with the directions of public safety employees or emergency responders as described in Section 767.03(q);
- s. Individuals inside religious facilities;
- t. Facilities owned and operated by the Federal, State, or County Government are exempt from this order. However, all employees and members of the public shall comply with any social distancing or face covering requirements adopted by the Federal, State, or County Government when entering, exiting, or within such facilities.

**767.05 Enforcement.** Columbus Public Health shall have the authority to investigate and enforce the provisions of Chapter 767.

**767.06 Violation by place of business.** If Columbus Public Health observes violation(s) by places of businesses failing to enforce the face covering requirements of Chapter 767, the following schedule of civil penalties shall be imposed on a place of business:

- a. For a first violation, a warning of violation shall be issued;
- b. For a second violation, a fine of \$500.00 shall be issued;
- c. For a third violation and for each subsequent violation, a fine of \$1,000.00 shall be issued.

**767.07 Violation by individual.** If Columbus Public Health observes violation(s) by individuals failing to comply with the face covering requirements of Chapter 767, the following schedule of civil penalties shall be imposed on individuals:

- a. For a first violation, a warning of violation shall be issued;
- b. For a second violation and for each subsequent violation, a fine of \$25.00 shall be issued.

ORDINANCE NO. 33-2020

**767.08 Appeal.**

- (a) Individuals and places of business have the right to appeal civil penalties in accordance with Columbus City Health Code 203.08.
- (b) For those individuals cited for a violation of Chapter 767 who have, but who failed to produce medical documentation of, a condition or disability that would constitute an exemption as defined in Section 767.04(a), said individuals will be afforded the opportunity to provide documentation of the condition or disability as part of their appeal.

**767.09 Duration.**

- (a) The facial covering requirements of Chapter 767 will be suspended at such time that Franklin County achieves a COVID-19 Risk Level 1 (yellow) in accordance with the Ohio Public Health Advisory System established by the Ohio Department of Health. The requirements will resume and remain in effect at any time that Franklin County is at COVID-19 Risk Level 2 (orange), Level 3(red), or Level 4 (purple).
- (b) Regardless of the COVID-19 Risk Level, Chapter 767 shall only remain in effect until 11:59 p.m. on December 31, 2020 unless extended, modified, or earlier terminated by a majority vote of the City Council.

SECTION 2. That the amendments to Chapter 767 as enacted by this Ordinance shall become effective at 8:00 a.m. on Monday, July 27, 2020.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Municipality due to the need to immediately slow the spread of COVID-19 and to be effective immediately upon its passage and publication. 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.

SECTION 4. That the waiver of notice of public hearing, the waiver of the waiting period, the declaration of immediate effectiveness, and the adoption of this Ordinance was passed by a six-sevenths vote of the members of Council in accordance with the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

ORDINANCE NO. \_\_-2020

To Amend Chapter 767 “Face Coverings” of the Codified Ordinances of the City of Worthington and Declaring an Emergency.

WHEREAS, COVID-19 is a respiratory disease that can result in serious illness or death, caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person. The virus is spread between individuals who are in close contact with each other (within about six feet) through respiratory droplets. It may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose or eyes; and

WHEREAS, in the City of Worthington and across Franklin County there is a current and ongoing threat of an acutely hazardous disease, illness, or health condition; specifically, COVID-19 and Franklin County has been designated by the state Public Health Advisory System Risk Levels as Level 3, characterized by very high exposure and spread with a recommendation to limit activities as much as possible and to follow all current health orders; and

WHEREAS, on July 6, 2020 Council adopted Ordinance 30-2020 to enact new Chapter 767 of the Codified Ordinances of the City of Worthington to require the wearing of face coverings to slow the spread of COVID-19; and

WHEREAS, on July 8, 2020, Ohio Department of Health Interim Director Lance Himes issued a Director’s Order establishing requirements for the wearing of facial coverings in Franklin County and certain other counties based on a Risk Level 3; and

WHEREAS, staff has recommended amendments to Chapter 767 after reviewing the Director’s Order, the final ordinance adopted by the City of Columbus, and comments from the public; and

WHEREAS, City Council has determined that due to the immediate need to slow the spread of COVID-19 that it is in the best interest of the City of Worthington to waive notice of public hearing, to waive the twenty-one day waiting period, and to declare an emergency; and

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

SECTION 1. That Chapter 767 “Face Coverings” of the Worthington Codified Ordinances is hereby amended to read as follows:

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

SECTION 1. That Part Seven of the Codified Ordinances of the City of Worthington, "Business Regulation Code," be and the same is hereby amended to add new Chapter 767 "Face Coverings" to read as follows:

## CHAPTER 767 Face Coverings

### 767.01 Face Covering defined.

For purposes of Chapter 767:

(a) ~~For the purposes of Chapter 767,~~ "face-Face covering" means a piece of cloth, fabric, or other material that fully covers the mouth and nose and that is secured with ear straps or otherwise tied so as to prevent slipping. A face covering may be factory-made, sewn by hand, or improvised from ~~household-everyday~~ materials and can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a face covering has two (2) or more layers. Face coverings include, but are not limited to, bandanas, scarfs, ~~face shields~~, medical masks, and cloth masks; and also include face shields that cover the nose and mouth, respirators, N95 masks or other personal protective equipment that provides a higher level of protection than a face covering as defined in this Section.

**Commented [TL1]:** Changed to avoid conflict with definition of household.

**Commented [TL2]:** This language was added in final Columbus ordinance.

### 767.02 ~~Surgical Mask defined~~ Additional Definitions.

For purposes of Chapter 767:

(a) ~~For purposes of Chapter 767,~~ "surgical-Surgical mask" means American Society for Testing and Materials (ASTM) Level 1, 2, or 3 approved procedural and surgical masks, to include an N95 respirator approved by the National Institute for Occupational Safety and Health (NIOSH) or a respirator from another country allowed by the Occupational Safety & Health Administration (OSHA), the Food & Drug Administration (FDA), or the Centers for Disease Control (CDC). A N95 respirator is not recommended for general public use or use in public settings as it should be reserved for healthcare providers and other medical first responders in a health care setting.

(b) "Place of business" means any office, facility, building, or structure operated by or for a for-profit business or non-profit enterprise and which is engaged in the sale or other transaction of any kind for anything of value in exchange for goods, commodities, services, or temporary lodging and that is open to the general public or by appointment, and includes, but is not limited to, grocery stores, retail stores, pharmacies, health care facilities, restaurants and bars (including outdoor seating for such facilities), banquet and catering facilities, personal care, grooming, and tattoo facilities, child care, day camp, and overnight camp facilities, hotels and motels (excluding a rented room or suite), gyms and similar facilities; but excluding religious facilities.

**Commented [TL3]:** Definition of place of business as amended by Columbus moved from Section 767.03(a).

(c) "Household" means a group of individuals not necessarily related by blood, marriage, adoption, or guardianship, living together in a single dwelling unit.

**Commented [TL4]:** Added a definition for household.

(d) "Family" means a parent, sibling, spouse, child, grandparent, great-grandparent, grandchild, great-grandchild, aunt, uncle, cousin, nephew, niece, or legal guardian.

**Commented [TL5]:** Added a definition of family.

(e) "School or school districts" means any public, private, or charter school or institution that provides education for any or all of the following grades or education: kindergarten through twelfth grade; or a university, college, or similar post-secondary

## 8.F. - Requirement for Face Coverings (Masks)

institution.

**Commented [TL6]:** Moved definition from Section 767.05(k).

**767.03 Face Covering requirement for individuals.** All individuals within the City of Worthington shall wear a face covering over the individual's nose and mouth in accordance with the following:

- a. When entering, exiting, or waiting in line to enter a place of business that is open to the public, and while inside a place of business as to the areas within the place of business that are accessible to, and are intended for the use of, the public. For purposes of Chapter 767, "place of business" means any office, facility, building, or structure operated by or for a for-profit business or non-profit enterprise and which is engaged in the sale or other transaction of any kind for anything of value in exchange for goods, commodities, services, or temporary lodging and that is open to the general public or by appointment, and includes, but is not limited to, grocery stores, retail stores, pharmacies, health care facilities, restaurants and bars (including outdoor seating for such facilities), banquet and catering facilities, personal care, grooming, and tattoo facilities, child care, day camp, and overnight camp facilities, hotels and motels (excluding a rented room or suite), gyms and similar facilities; but excluding religious facilities;
- b. When entering, exiting, or waiting in line to enter a City of Worthington operated building or facility that is open to the public, and while inside a City of Worthington operated building or facility as to the areas within such facility that are accessible to, and are intended for the use of, the public;
- c. In any public transportation such as a bus or other public transit vehicle regulated by the City of Worthington, as well as at all Worthington bus stops. This includes but is not limited to a taxi or ridesharing vehicle or any other vehicle for hire, even if the vehicle is privately owned; however, this provision does not apply to people travelling alone or with family or household members or friends in their personal vehicles;
- d. In certain high-density occupational settings where social distancing is difficult, such as manufacturing, construction, and agriculture and to include businesses or operations within North American Industry Classification System (NAICS) sectors 311 to 339 (manufacturing), 236 to 238 (construction), and 111, 112, 1151, and 1152 (agriculture);
- e. Workers in long term care facilities (LTC), including skilled nursing facilities (SNF), adult care homes (ACH), family care homes (FCH), mental health group homes, and intermediate care facilities for individuals with intellectual disabilities (ICF-IID) shall wear a surgical mask;
- f. Health care facilities other than LTC facilities must follow the face covering requirements in the CDC Infection Control Guidance for Healthcare Professionals about Coronavirus (COVID-19);
- g. In any outdoor space or outdoor place where or when a person over the age of ten is unable to maintain or does not maintain physical separation of not less than at least six

**Commented [TL7]:** The additional language was added in the final Columbus ordinance and the definition was moved to a separate section of the ordinance. This definition has been moved to 767.02(b).

**Commented [TL8]:** Grammatical correction.

**Commented [TL9]:** Added family to include family members that are not living together.

**Commented [TL10]:** Added this age requirement to address the concern of children playing in parks.

**Commented [TL11]:** Grammatical correction.



## 8.F. - Requirement for Face Coverings (Masks)

feet from others who are not members of their own ~~family or~~ household. ~~However, this provision shall not apply if it is not reasonably possible to avoid a temporary physical separation of less than six feet, such as walking past someone on a narrow path.~~

**Commented [TL12]:** Added family to include family members that are not living together.

**Commented [TL13]:** Added this exception to address concerns about walkers and runners on sidewalks or paths.

~~h. A face covering shall be worn so as to cover the mouth and nose in compliance with the CDC's guidance on wearing face coverings.~~

**Commented [TL14]:** This language was removed from the final Columbus ordinance.

**767.04 Face Covering requirements for places of business.** All places of business shall require all employees, ~~independent~~ contractors, ~~workers, and~~ volunteers, ~~and any other individuals~~ that interact with the public to wear a face covering and all places of business shall only sell or otherwise enter into any transaction of any kind for anything of value in exchange for goods, commodities, services, or provide temporary lodging to those who comply with Chapter 767. Any manager, owner, or person in charge of a place of business who fails or refuses to comply with Chapter 767 may be found in violation of Chapter 767 and subject to the penalties set forth in Section 767.06.

**Commented [TL15]:** These changes were made in the final Columbus ordinance.

**767.05 Exceptions.** The requirement to wear a face covering does not apply ~~to any individuals~~ in the following situations:

**Commented [TL16]:** Readability improvement. Inserted "any individuals" at the beginning and made subsequent references consistent as "individuals".

a. ~~Any individual~~ Individuals who cannot wear a face covering because of a medical condition, mental health condition or developmental disability, or who is unable to remove the face covering without assistance, and any individual who should not wear face coverings under the CDC guidance. An individual is not required to produce medical documentation of the condition or disability, ~~provided an employer may require such documentation from an employee in accordance with state and federal law;~~ ~~however, failure to produce medical documentation of the condition or disability may result in the imposition of a civil penalty as provided in Section 767.07;~~

**Commented [TL17]:** This language was removed from the final Columbus ordinance.

**Commented [TL18]:** This language was added in the final Columbus ordinance.

b. Individuals under 6 years old;

c. ~~An individual~~ Individuals that ~~is~~ are seated and actively eating or drinking. If a patron within a restaurant or bar is not seated at a table or at a bar, a face covering is required;

**Commented [TL19]:** Clarified that the exception only applies while seated.

d. Seeking to communicate with someone who is hearing-impaired in a way that requires the mouth to be visible;

e. When giving a speech for a broadcast or to an audience;

f. Working at home or while in a personal vehicle;

g. When temporarily removing a face covering to secure government or medical services or for identification purposes;

h. Individuals who would be at risk from wearing a face covering at work, as determined by local, state, or federal regulations or workplace safety guidelines;

## 8.F. - Requirement for Face Coverings (Masks)

i. When wearing a face covering is impeding visibility to operate equipment or a vehicle;

j. ~~Is a~~ child whose parent, guardian, or responsible person has been unable to place the face covering safely on the child's face;

**Commented [TL20]:** Grammar correction in final Columbus ordinance.

k. School individuals (including students, administrators, and teachers) on or in school or school district facilities, so that schools and school districts may follow the regulations and guidelines promulgated by their governing bodies and the Ohio Department of Education. For Chapter 767, "school or school districts" means any public, private, or charter school or institution that provides education for any or all of the following grades or education: kindergarten through twelfth grade; or a university, college, or similar post-secondary institution;

**Commented [TL21]:** Definition moved to 767.02(e).

l. In settings where it is not practicable or feasible to wear a face covering such as when receiving dental services, medical treatments, ~~or while swimming,~~ or while acting as an on-duty lifeguard;

**Commented [TL22]:** This language was added to the final Columbus ordinance.

m. Walking or exercising outdoors so long as physical separation of not less than six feet is maintained, or while walking or exercising outdoors with other members of the same family or household;

n. While actually-actively engaged in exercising in a gym or other similar indoor facility so long as physical separation of not less than six feet is maintained and the individual wears a face covering at all times when not actually-actively engaged in exercising;

**Commented [TL23]:** Word choice – consistent with state's Order.

o. When an individual is in his or her work office, conference room, or other workspace not intended for use by the general public, so long as physical separation of not less than six feet is maintained;

p. When inside a personal or commercial vehicle either parked or moving that is not a vehicle described in Section 767.03(c);

q. Individuals while acting in their official capacity as a public safety employee or emergency responder when wearing a face covering would interfere with or limit their ability to carry out their official duties or functions. These include police officers, firefighters and other public safety or emergency medical personnel that support public safety functions;

r. Individuals complying with the directions of public safety employees or emergency responders as described in Section 767.03(~~qk~~);

**Commented [TL24]:** Typo

s. Individuals inside religious facilities;

t. Facilities owned and operated by the Federal, State, or County Government are exempt from this order. However, all employees and members of the public shall comply with

any social distancing or face covering requirements adopted by the Federal, State, or County Government when entering, exiting, or within such facilities.

**Commented [TL25]:** This language clarifies that being exempt from the Worthington ordinance does not exempt someone from complying with federal, state, or county requirements.

Anyone who declines to wear a face covering for any of the reasons which constitute an exception shall not be required to produce documentation or any other proof of a condition.

**Commented [TL26]:** This language was removed from the final Columbus ordinance.

**767.05 Enforcement.** Columbus Public Health shall have the authority to investigate and enforce the provisions of Chapter 767.

**767.06 Violation by place of business.** If Columbus Public Health observes violation(s) by places of businesses failing to enforce the face covering requirements of Chapter 767, the following schedule of civil penalties shall be imposed on a place of business:

- a. For a first violation, a warning of violation shall be issued;
- b. For a second violation, a fine of \$500.00 shall be issued;
- c. For a third violation and for each subsequent violation, a fine of \$1,000.00 shall be issued.

**767.07 Violation by individual.** If Columbus Public Health observes violation(s) by individuals failing to comply with the face covering requirements of Chapter 767, the following schedule of civil penalties shall be imposed on individuals:

- a. For a first violation, a warning of violation shall be issued;
- b. For a second violation and for each subsequent violation, a fine of \$25.00 shall be issued.

**767.08 Appeal.** (a) Individuals and places of business have the right to appeal civil penalties in accordance with Columbus City Health Code 203.08.

(b) For those individuals cited for a violation of Chapter 767 who have, but who failed to produce medical documentation of, a condition or disability that would constitute an exemption as defined in Section 767.04(a), said individuals will be afforded the opportunity to provide documentation of the condition or disability as part of their appeal.

**Commented [TL27]:** This language was included in the final Columbus ordinance.

**767.09 Duration.**

(a) The facial covering requirements of Chapter 767 will be suspended at such time that Franklin County achieves a COVID-19 Risk Level 1 (yellow) in accordance with the Ohio Public Health Advisory System established by the Ohio Department of Health. The requirements will resume and remain in effect at any time that Franklin County is at COVID-19 Risk Level 2 (orange), Level 3 (red), or Level 4 (purple).

(b) Regardless of the COVID-19 Risk Level, Chapter 767 shall only remain in effect until 11:59 p.m. on December 31, 2020 unless extended, modified, or earlier terminated

**Commented [TL28]:** Added language suspending the requirements if the county reaches Level 1. Chapter 767 will still sunset on December 31, 2020 unless extended by Council vote.

by a majority vote of the City Council.

SECTION 2. That the amendments to Chapter 767 as enacted by this Ordinance shall become effective at 8:00 a.m. on Monday, July 27, 2020.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Municipality due to the need to immediately slow the spread of COVID-19 and to be effective immediately upon its passage and publication. 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.

SECTION 4. That the waiver of notice of public hearing, the waiver of the waiting period, the declaration of immediate effectiveness, and the adoption of this Ordinance was passed by a six-sevenths vote of the members of Council in accordance with the Charter of the City of Worthington, Ohio.

Passed \_\_\_\_\_

\_\_\_\_\_  
President of Council

Attest:

\_\_\_\_\_  
Clerk of Council

Introduced  
P.H.  
Effective



**STAFF MEMORANDUM**  
**City Council Meeting – July 20, 2020**

Date: July 8, 2020

To: Matthew H. Greeson, City Manager

From: D. Kay Thress, City Clerk

Subject: **New Liquor Permit - Guru Wines**

---

**EXECUTIVE SUMMARY**

The Ohio Division of Liquor Control has notified the City of a request for a new D2 liquor permit for Guru Wines

**RECOMMENDATION**

Motion to Not Request a Hearing

**BACKGROUND/DESCRIPTION**

Guru Wines opened a carry out at 2285 W. Dublin-Granville Rd., Ste 117 late last year. At that time, they received two liquor permits, C1 and C2 which allow for the purchase and carry out of beer, wine and mixed beverages in sealed containers.

This request is for a D2 permit which allows for wine and mixed beverages for on premises consumption or in original sealed containers for carryout only until 1:00 a.m.

**ATTACHMENTS**

Notice from the Ohio Division of Liquor Control

NOTICE TO LEGISLATIVE  
AUTHORITY

## OHIO DIVISION OF LIQUOR CONTROL

6606 TUSSING ROAD, P.O. BOX 4005

REYNOLDSBURG, OHIO 43068-9005

(614)644-2360 FAX(614)644-3166

TO

3452168		N		GURU WINES LLC 2285 W DUBLIN GRANVILLE RD STE 117 WORTHINGTON OH 43085
PERMIT NUMBER		TYPE		
ISSUE DATE				
10 15 2019				
FILING DATE				
D2				
PERMIT CLASSES				
25	297	B	C53920	
TAX DISTRICT		RECEIPT NO.		

FROM 07/02/2020

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 07/02/2020

RESPONSES MUST BE POSTMARKED NO LATER THAN.

08/03/2020

**IMPORTANT NOTICE**PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**B N 3452168**

(TRANSACTION &amp; NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council☐ Township Fiscal OfficerCLERK OF WORTHINGTON CITY COUNCIL  
KAY THRESS  
6550 NORTH HIGH STREET  
WORTHINGTON OHIO 43085

Commerce Division of Liquor Control : Web Database Search

## OWNERSHIP DISCLOSURE INFORMATION

This online service will allow you to obtain ownership disclosure information for issued and pending retail liquor permit entities within the State of Ohio.

### Searching Instructions

Enter the known information and click the "Search" button. **For best results, search only ONE criteria at a time.** If you try to put too much information and it does not match exactly, the search will return a message "No records to display".

The information is sorted based on the Permit Number in ascending order.

To do another search, click the "Reset" button.

	SEARCH CRITERIA
<b>Permit Number</b>	<input type="text" value="3452168"/>
<b>Permit Name / DBA</b>	<input type="text"/>
<b>Member / Officer Name</b>	<input type="text"/>

[Search](#)

[Reset](#)

[Main Menu](#)

Member/Officer Name	Shares/Interest	Office Held
<b>Permit Number:</b> 3452168; <b>Name:</b> GURU WINES LLC, <b>DBA:</b> <b>Address:</b> 2285 W DUBLIN GRANVILLE RD STE 117 WORTHINGTON 43085		
ANJI R CHINNA CHOWDARY	5% MEMBER	
MURALIDAHAR R DUSHARLA	MANAGE MEM	

- [Ohio.Gov](#)
- [Ohio Department of Commerce](#)

[Commerce Home](#) | [Press Room](#) | [CPI Policy](#) | [Privacy Statement](#) | [Public Records Request Policy](#) | [Disclaimer](#) | [Employment](#) | [Contacts](#)