City Council Meeting Agenda

Monday, May 18, 2015 ~ 7:30 P.M.

Louis J. R. Goorey Worthington Municipal Building
John P. Coleman Council Chamber
6550 North High Street
Worthington, Ohio 43085

Bonnie D. Michael, President
Robert F. Chosy, President Pro-Tem
Rachael Dorothy
Scott Myers
David M. Norstrom
Douglas Smith
Michael C. Troper

Matthew H. Greeson, City Manager
D. Kay Thress, Clerk of Council

If you have questions regarding this agenda please contact the Clerk of Council at 614-786-7347. This agenda and amendments that may be made to it can be found at www.worthington.org
CALL TO ORDER

Roll Call

Pledge of Allegiance

CONSENT AGENDA

Notice to the Public: There will be no separate discussion of Consent Agenda items as they are considered to be routine by the City Council and will be adopted by one motion. If a member of the City Council, staff, or public requests discussion on a particular item, that item will be removed from the Consent Agenda and considered separately.

To address City Council regarding an item on Consent Agenda, please submit a fully completed speaker’s slip to the Clerk of Council prior to the beginning of the meeting.

Legislation to Approve/Adopt

SPECIAL PRESENTATION

1) Recognition – National Merit Scholars

   ❖ Resolution No. 18-2015

   Expressing the Congratulations of Worthington City Council to Nikhita Airi for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

   ❖ Resolution No. 19-2015

   Expressing the Congratulations of Worthington City Council to Elizabeth Chiu for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

   ❖ Resolution No. 20-2015

   Expressing the Congratulations of Worthington City Council to Zachary DeMartini for being named a National Merit Scholarship Semi-Finalist and for his Academic and Extracurricular Achievements.
 Resolution No. 21-2015
Expressing the Congratulations of Worthington City Council to Samuel Fojas for being named a National Merit Scholarship Finalist and for his Academic and Extracurricular Achievements.

 Resolution No. 22-2015
Expressing the Congratulations of Worthington City Council to Christina Yun Lin for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

 Resolution No. 23-2015
Expressing the Congratulations of Worthington City Council to Hannah Peffly for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

 Resolution No. 24-2015
Expressing the Congratulations of Worthington City Council to Sydney Welter for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

 Resolution No. 25-2015
Expressing the Congratulations of Worthington City Council to George Liu for being named a National Merit Scholarship Finalist and for his Academic and Extracurricular Achievements.

End of Consent Agenda

VISITOR COMMENTS

APPROVAL OF MINUTES

2) April 6, 2015 – Regular Meeting
3) April 13, 2015 – Committee of the Whole Meeting
PUBLIC HEARINGS ON LEGISLATION

4) Ordinance No. 12-2015

Vacating Street Right-of-Way on the West Side of Linworth Road.

Introduced March 16, 2015
P.H. April 6, 2015
Tabled

5) Ordinance No. 16-2015

Approving the Provisions of a Collective Bargaining Agreement Between the City of Worthington, Ohio and the International Association of Firefighters Local #3498 and Authorizing the City Manager to Execute Same on Behalf of the City.

Introduced May 4, 2015
P.H. May 18, 2015

6) Ordinance No. 17-2015

Amending Ordinance No. 40-2014 (As Amended) to Adjust the Annual Budget by Providing for An Appropriation from the General Fund Unappropriated Balance for Sewer Fund Obligations.

Introduced May 4, 2015
P.H. May 18, 2015

NEW LEGISLATION TO BE INTRODUCED

7) Resolution No. 26-2015

Authorizing the Award of Re-Emergent Corridor Assistance Program Funds to Help Improve Facility Exterior Facade and Streetscape Along Certain of the City’s Commercial Corridors (1028 Proprietors Road).
8) **Ordinance No. 18-2015**

Amending Ordinance No. 40-2014 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Cost of the 2015 Street Improvement Program and all Related Expenses and Determining to Proceed with said Project. (Project No. 616-15)

9) **Ordinance No. 19-2015**

An Ordinance Enacted by the City of Worthington, Franklin County, Ohio, in the Matter of the Stated Described Project, (FRA-161-8.67, PID 96305).

10) **Ordinance No. 20-2015**

Approving the Removal of Two Silver Maple Trees from the Northeast Quadrant of the Village Green and the Construction of a Concrete Entranceway to the Elevator Planned for the James Kilbourne Memorial Library Building.

REPORTS OF CITY OFFICIALS

Policy Item(s)

11) **Confirmation of TIRC Appointment**

REPORTS OF COUNCIL MEMBERS

OTHER

EXECUTIVE SESSION

ADJOURNMENT
City Manager Report to City Council for the Meeting of Monday, May 18, 2015

CONSENT AGENDA

SPECIAL PRESENTATION

1) Resolutions No. 18-2015 through 25-2015 – National Merit Scholars

Vice Mayor James Lorimer will present resolutions congratulating the eight students from Worthington Schools that have been named National Merit Scholars. The students are:

Nikhita Airi
Elizabeth Chiu
Zachary DeMartini
Samuel Fojas
Christina Yun Lin
Hannah Peffly
Sydney Welter
George Liu

Recommendation: Approval of Resolutions as Presented.

End of Consent Agenda

APPROVAL OF MINUTES

2) April 6, 2015 – Regular Meeting
3) April 13, 2015 – Committee of the Whole Meeting

Recommendation: Approval of Minutes as Presented
PUBLIC HEARINGS ON LEGISLATION

4) Ordinance No. 12-2015 – Request to Vacate Right of Way – Linworth Road

The City has received a petition to vacate the right-of-way along the western edge of Linworth Road north of SR-161. This land was reserved “for street purposes” on the original plat for the subdivision. One of the houses in this area is encroaching on the right of way. The City Council considered this item on April 6, 2015 and tabled it to allow more time to negotiate regarding the amount of right of way to be vacated.

Subsequent to the City Council meeting held on April 6, 2015, staff met with the County officials and Mr. Zollars and his attorney and came to an agreement that the area shown on the exhibit attached to the Ordinance would be an acceptable area to Mr. Zollars to be vacated. The City and the County staff have agreed to this as well, so long as an easement for utilities and drainage is reserved within the area to be vacated. The demarcation of the new vacation line corresponds to the County’s thoroughfare plan for Linworth Road of 100’ or 50’ on either side of the center line of the road. Staff recommends amendment of the introduced Ordinance to reflect the amended Ordinance included in this agenda packet.

Recommendation: Motion to Remove the Ordinance from the Table and Approval as Amended.

5) Ordinance No. 16-2015 – Collective Bargaining Agreement between the City of Worthington and the International Association of Firefighters Local #3498

The City has reached a tentative agreement with the IAFF Local #3498 for the Fiscal Years 2015 through 2017. The IAFF members have voted to approve the agreement. Attached are a memorandum from the Assistant City Manager, a summary sheet of the contract changes that have been negotiated, and the previous contract for years 2012 to 2014 with notations regarding the negotiated changes.

Recommendation: Approval of Ordinance as Presented

6) Ordinance No. 17-2015 – Supplemental Appropriation

This Ordinance appropriates $10,000 in the General Fund for transfer to the Sewer Fund. The Sewer Fund is supported by revenues collected by the City of Columbus via water bills and distributed to the City of Worthington. The timing of those distributions has begun to fluctuate and when they are delayed, it creates cash flow problems for the Sewer Fund. This transfer will provide sufficient funding in the Sewer Fund to allow for fluctuations in the timing of the distributions from the City of Columbus.

Recommendation: Approval of Ordinance as Presented
NEW LEGISLATION TO BE INTRODUCED

7) Resolution No. 26-2015 – ReCAP Application – 1028 Proprietors Road

This Resolution approves the award of $25,000 in assistance to MAC Construction for improvements to the property at 1028 Proprietors Road. The proposed assistance is structured as half grant and half loan. The Re-Emergent Corridor Assistance Program (ReCAP) encourages investments in and improvements to commercial real estate in the Huntley and Proprietors Roads area. MAC Construction has applied for assistance under this program.

The Community Improvement Corporation (CIC) typically reviews ReCAP applications and makes recommendations to the City Council on funding. In this case, this application is coming directly to the City Council due to a contractual relationship between the CIC and MAC Construction for renovations to the Kilbourne Building at 752 High Street.

The CIC typically reviews staff’s scoring of the application to determine whether to recommend it for funding. Since the CIC is not involved in the review of this application, staff will review the scoring of the application with the City Council. Additional information is provided in the attached memorandum from the Economic Development Manager, completed scoring sheet and presentation slides.

Recommendation: Approval of Resolution as Presented

8) Ordinance No. 18-2015 – Appropriation – 2015 Street Improvement Program

This Ordinance provides an appropriation in the Capital Improvements Fund for the annual street improvement program. The Ordinance is being introduced without a contractor and amount pending the results of the bid process. Bids are scheduled to be opened on May 29, 2015; staff will report the results at the public hearing.

Recommendation: Introduction for Public Hearing on June 1, 2015

9) Ordinance No. 19-2015 – Consent – Resurfacing of SR-161

The Ohio Department of Transportation plans to resurface SR-161 from Olentangy River Road to Worthington’s East Corporation Limit (just west of the CSX railroad overpass) next year. In preparation for this project, they have requested consent legislation from the City of Worthington. This Ordinance provides consent and describes the City’s responsibilities which include the City’s share of the cost (estimated at $127,000), compliance with State and Federal regulations, and adequate maintenance upon completion of the project. Attached is a letter from the Ohio Department of Transportation (ODOT) that includes the request and information about the project.

Recommendation: Introduction for Public Hearing on June 1, 2015
10) Ordinance No. 20-2015 – Tree Removal & Concrete Installation/Repair – Village Green

The Worthington Community Improvement Corporation (CIC) has contracted with MAC Construction for renovations to the Kilbourne Building at 752 High Street. As part of this renovation, an elevator is scheduled to be installed to provide ADA access to the building. The exterior entrance to the elevator and the concrete pad that will serve as the entranceway to the elevator access are in close proximity to a Silver Maple tree and the tree’s root system. The tree’s roots will be greatly impacted by the installation of the ADA access. Additionally, there is a second Silver Maple tree in front of the building. The root systems of the two trees are abutting the foundation of the building, which has the potential to cause damage to the building in the future. Given this concern about the roots and the need to remove one of the trees for the ADA access to the building, both trees are proposed for removal. The City/CIC intends to develop a new landscaping plan for the building, which will propose new plant materials to be installed around the building.

The two Silver Maple trees as well as part of the concrete walkway to the ADA access are located within the Village Green Drive right-of-way. The City’s Charter defines the Village Green as including the right of way of the Village Green Drives. This Ordinance authorizes the removal of the two trees and the installation of the concrete sidewalk extension for the ADA access. These modifications to the Village Green require an affirmative vote of six-sevenths of the members of Council.

Recommendation: Introduction for Public Hearing on June 1, 2015

REPORTS OF CITY OFFICIALS

Policy Item(s)

11) Concurrence with TIRC Appointment

The City of Worthington has two representatives on Worthington’s Tax Incentive Review Council (TIRC). The TIRC meets annually to review active tax incentives in the form of property tax abatements and tax increment financing arrangements. In addition to the City, Worthington Schools, Sharon Township and Franklin County are represented. One of the City’s representatives has submitted his resignation and Matt Gregory has been nominated to replace him. The City Manager makes the appointment with concurrence by City Council. Attached is a memorandum from the Economic Development Manager that provides additional information about Mr. Gregory.

Recommendation: Approval of Motion Concurring with the Appointment of Matt Gregory to the Tax Incentive Review Council.

EXECUTIVE SESSION
RESOLUTION NO. 18-2015

Expressing the Congratulations of Worthington City Council to Nikhita Airi for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

WHEREAS, Nikhita Airi was named a National Merit Scholarship Finalist in the academic scholarship competition; and,

WHEREAS, the National Merit Scholarship Program is an academic competition for recognition and scholarships that began in 1955; and,

WHEREAS, more than 1.4 million high school juniors entered the 2015 National Merit Scholarship competition by taking the Preliminary S.A.T. qualifying test; and,

WHEREAS, 16,000 students were named semi-finalists and continued in the competition for 7,600 National Merit Scholarships worth about $33-million dollars; and,

WHEREAS, the Worthington community is proud to recognize eight Worthington Schools seniors who have now been named as Finalists and Semi-Finalists in this prestigious competition; and,

WHEREAS, Nikhita Airi is to be commended for her activities and accomplishments which include her participation in the Columbus Symphony Youth Orchestra; as a member of the In the Know team; as a contestant in the 2014 Jeopardy Teen Tournament; and as an outstanding student at Thomas Worthington High School,

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

SECTION 1. That on behalf of the community, City Council wishes to extend sincere congratulations and recognition to Nikhita Airi for her achievements as a National Merit Scholar Finalist and in school, leadership, and service to her community.

SECTION 2. That City Council wishes to extend best wishes to Nikhita Airi in her future pursuits.

SECTION 3. That the Clerk of Council be instructed to forward a duly certified copy of this Resolution to Nikhita Airi and to record said Resolution in the appropriate record book.

Adopted ___________________

___________________________________
President of Council

Attest:

_________________________________
Clerk of Council
RESOLUTION NO. 19-2015

Expressing the Congratulations of Worthington City Council to Elizabeth Chiu for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

WHEREAS, Elizabeth Chiu was named a National Merit Scholarship Finalist in the academic scholarship competition; and,

WHEREAS, the National Merit Scholarship Program is an academic competition for recognition and scholarships that began in 1955; and,

WHEREAS, more than 1.4 million high school juniors entered the 2015 National Merit Scholarship competition by taking the Preliminary S.A.T. qualifying test; and,

WHEREAS, 16,000 students were named semi-finalists and continued in the competition for 7,600 National Merit Scholarships worth about $33-million dollars; and,

WHEREAS, the Worthington community is proud to recognize eight Worthington Schools seniors who have now been named as Finalists and Semi-Finalists in this prestigious competition; and,

WHEREAS, Elizabeth Chiu is to be commended for her activities and accomplishments which include membership on the Science Olympiad and In the Know teams, and in the Chemistry and French Clubs; for participation in various music programs including the OMEA Regional and All-State Orchestras and the Chamber Music Connection; for her service through music to raise funds for the Children’s Hunger Alliance and Nationwide Children’s Hospital; and as an outstanding student at Thomas Worthington High School,

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

SECTION 1. That on behalf of the community, City Council wishes to extend sincere congratulations and recognition to Elizabeth Chiu for her achievements as a National Merit Scholar Finalist and in school, leadership, and service to her community.

SECTION 2. That City Council wishes to extend best wishes to Elizabeth Chiu in her future pursuits.

SECTION 3. That the Clerk of Council be instructed to forward a duly certified copy of this Resolution to Elizabeth Chiu and to record said Resolution in the appropriate record book.

Adopted ___________________

____________________________________
President of Council

Attest:

_________________________________
Clerk of Council
RESOLUTION NO. 20-2015

Expressing the Congratulations of Worthington City Council to Zachary DeMartini for being named a National Merit Scholarship Semi-Finalist and for his Academic and Extracurricular Achievements.

WHEREAS, Zachary DeMartini was named a National Merit Scholarship Semi-Finalist in the academic scholarship competition; and,

WHEREAS, the National Merit Scholarship Program is an academic competition for recognition and scholarships that began in 1955; and,

WHEREAS, more than 1.4 million high school juniors entered the 2015 National Merit Scholarship competition by taking the Preliminary S.A.T. qualifying test; and,

WHEREAS, 16,000 students were named semi-finalists and continued in the competition for 7,600 National Merit Scholarships worth about $33-million dollars; and,

WHEREAS, the Worthington community is proud to recognize eight Worthington Schools seniors who have now been named as Finalists and Semi-Finalists in this prestigious competition; and,

WHEREAS, Zachary DeMartini is to be commended for his activities and accomplishments which include being named on the Thomas Worthington High School honor roll; participating in the Ohio Math League; club soccer; and as an outstanding student at Thomas Worthington High School,

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

SECTION 1. That on behalf of the community, City Council wishes to extend sincere congratulations and recognition to Zachary DeMartini for his achievements as a National Merit Scholar Semi-Finalist and in school, leadership, and service to his community.

SECTION 2. That City Council wishes to extend best wishes to Zachary DeMartini in his future pursuits.

SECTION 3. That the Clerk of Council be instructed to forward a duly certified copy of this Resolution to Zachary DeMartini and to record said Resolution in the appropriate record book.

Adopted ________________

__________________________
President of Council

Attest:

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Clerk of Council
RESOLUTION NO. 21-2015

Expressing the Congratulations of Worthington City Council to Samuel Fojas for being named a National Merit Scholarship Finalist and for his Academic and Extracurricular Achievements.

WHEREAS, Samuel Fojas was named a National Merit Scholarship Finalist in the academic scholarship competition; and,

WHEREAS, the National Merit Scholarship Program is an academic competition for recognition and scholarships that began in 1955; and,

WHEREAS, more than 1.4 million high school juniors entered the 2015 National Merit Scholarship competition by taking the Preliminary S.A.T. qualifying test; and,

WHEREAS, 16,000 students were named semi-finalists and continued in the competition for 7,600 National Merit Scholarships worth about $33-million dollars; and,

WHEREAS, the Worthington community is proud to recognize eight Worthington Schools seniors who have now been named as Finalists and Semi-Finalists in this prestigious competition; and,

WHEREAS, Samuel Fojas is to be commended for his activities and accomplishments which include membership in the National Honor Society and Spanish National Honor Society; participation as a musician in the Concert and Symphonic Bands; leadership in the theatre department as a Thespian officer and student director; community service volunteer for his church and children’s programs in the community; and as an outstanding student at Thomas Worthington High School,

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

SECTION 1. That on behalf of the community, City Council wishes to extend sincere congratulations and recognition to Samuel Fojas for his achievements as a National Merit Scholar Finalist and in school, leadership, and service to his community.

SECTION 2. That City Council wishes to extend best wishes to Samuel Fojas in his future pursuits.

SECTION 3. That the Clerk of Council be instructed to forward a duly certified copy of this Resolution to Samuel Fojas and to record said Resolution in the appropriate record book.

Adopted_____________________

____________________________________
President of Council

Attest:

___________________________________
Clerk of Council
RESOLUTION NO 22-2015

Expressing the Congratulations of Worthington City Council to Christina Yun Liu for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

WHEREAS, Christina Yun Liu was named a National Merit Scholarship Finalist in the academic scholarship competition; and,

WHEREAS, the National Merit Scholarship Program is an academic competition for recognition and scholarships that began in 1955; and,

WHEREAS, more than 1.4 million high school juniors entered the 2015 National Merit Scholarship competition by taking the Preliminary S.A.T. qualifying test; and,

WHEREAS, 16,000 students were named semi-finalists and continued in the competition for 7,600 National Merit Scholarships worth about $33-million dollars; and,

WHEREAS, the Worthington community is proud to recognize eight Worthington Schools seniors who have now been named as Finalists and Semi-Finalists in this prestigious competition; and,

WHEREAS, Christina Yun Liu is to be commended for her activities and accomplishments which include membership in the National Honor Society and National Chemistry Olympiad; participation in Mock Trial and Science Olympiad; being active in music and dance; for mentoring elementary students in math and other volunteer efforts; and as an outstanding student at Thomas Worthington High School,

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

SECTION 1. That on behalf of the community, City Council wishes to extend sincere congratulations and recognition to Christina Yun Liu for her achievements as a National Merit Scholar Finalist and in school, leadership, and service to her community.

SECTION 2. That City Council wishes to extend best wishes to Christina Yun Liu in her future pursuits.

SECTION 3. That the Clerk of Council be instructed to forward a duly certified copy of this Resolution to Christina Yun Liu and to record said Resolution in the appropriate record book.

Adopted ___________________

____________________________________
President of Council

Attest:

_________________________________
Clerk of Council
RESOLUTION NO. 23-2015

Expressing the Congratulations of Worthington City Council to Hannah Peffly for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

WHEREAS, Hannah Peffly was named a National Merit Scholarship Finalist in the academic scholarship competition; and,

WHEREAS, the National Merit Scholarship Program is an academic competition for recognition and scholarships that began in 1955; and,

WHEREAS, more than 1.4 million high school juniors entered the 2015 National Merit Scholarship competition by taking the Preliminary S.A.T. qualifying test; and,

WHEREAS, 16,000 students were named semi-finalists and continued in the competition for 7,600 National Merit Scholarships worth about $33-million dollars; and,

WHEREAS, the Worthington community is proud to recognize eight Worthington Schools seniors who have now been named as Finalists and Semi-Finalists in this prestigious competition; and,

WHEREAS, Hannah Peffly is to be commended for her activities and accomplishments which include membership in the National Honor Society; membership in the Arch City Rowing Club; as a volunteer at Cat Welfare; and as an outstanding student at Thomas Worthington High School,

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

SECTION 1. That on behalf of the community, City Council wishes to extend sincere congratulations and recognition to Hannah Peffly for her achievements as a National Merit Scholar Finalist and in school, leadership, and service to her community.

SECTION 2. That City Council wishes to extend best wishes to Hannah Peffly in her future pursuits.

SECTION 3. That the Clerk of Council be instructed to forward a duly certified copy of this Resolution to Hannah Peffly and to record said Resolution in the appropriate record book.

Adopted ___________________

____________________________________
President of Council

Attest:

_________________________________
Clerk of Council
RESOLUTION NO. 24-2015

Expressing the Congratulations of Worthington City Council to Sydney Welter for being named a National Merit Scholarship Finalist and for her Academic and Extracurricular Achievements.

WHEREAS, Sydney Welter was named a National Merit Scholarship Finalist in the academic scholarship competition; and,

WHEREAS, the National Merit Scholarship Program is an academic competition for recognition and scholarships that began in 1955; and,

WHEREAS, more than 1.4 million high school juniors entered the 2015 National Merit Scholarship competition by taking the Preliminary S.A.T. qualifying test; and,

WHEREAS, 16,000 students were named semi-finalists and continued in the competition for 7,600 National Merit Scholarships worth about $33-million dollars; and,

WHEREAS, the Worthington community is proud to recognize eight Worthington Schools seniors who have now been named as Finalists and Semi-Finalists in this prestigious competition; and,

WHEREAS, Sydney Welter is to be commended for her activities and accomplishments which include membership in the National Honor Society, French Club and Student Council; participation in many sports including track, cross country, basketball and soccer; her volunteer service to the Worthington Food Pantry and other organizations; and as an outstanding student at Thomas Worthington High School,

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

SECTION 1. That on behalf of the community, City Council wishes to extend sincere congratulations and recognition to Sydney Welter for her achievements as a National Merit Scholar Finalist and in school, leadership, and service to her community.

SECTION 2. That City Council wishes to extend best wishes to Sydney Welter in her future pursuits.

SECTION 3. That the Clerk of Council be instructed to forward a duly certified copy of this Resolution to Sydney Welter and to record said Resolution in the appropriate record book.

Adopted ________________________________

_____________________________________
President of Council

Attest:

_________________________________
Clerk of Council
RESOLUTION NO. 25-2015

Expressing the Congratulations of Worthington City Council to George Liu for being named a National Merit Scholarship Finalist and for his Academic and Extracurricular Achievements.

WHEREAS, George Liu was named a National Merit Scholarship Finalist in the academic scholarship competition; and,

WHEREAS, the National Merit Scholarship Program is an academic competition for recognition and scholarships that began in 1955; and,

WHEREAS, more than 1.4 million high school juniors entered the 2015 National Merit Scholarship competition by taking the Preliminary S.A.T. qualifying test; and,

WHEREAS, 16,000 students were named semi-finalists and continued in the competition for 7,600 National Merit Scholarships worth about $33-million dollars; and,

WHEREAS, the Worthington community is proud to recognize eight Worthington Schools seniors who have now been named as Finalists and Semi-Finalists in this prestigious competition; and,

WHEREAS, George Liu is to be commended for his activities and accomplishments which include attaining perfect scores on both the ACT and SAT; participating in the Science Olympiad and as a member of the Student Council; his achievements on the court as a member and captain of the Worthington Kilbourne Tennis Team; his excellence in the arts as demonstrated by national awards in the Scholastic Arts Competition and other recognitions and exhibits; and as an outstanding student at Worthington Kilbourne High School,

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

SECTION 1. That on behalf of the community, City Council wishes to extend sincere congratulations and recognition to George Liu for his achievements as a National Merit Scholar Finalist and in school, leadership, and service to his community.

SECTION 2. That City Council wishes to extend best wishes to George Liu in his future pursuits.

SECTION 3. That the Clerk of Council be instructed to forward a duly certified copy of this Resolution to George Liu and to record said Resolution in the appropriate record book.

Adopted ________________

President of Council

Attest:

______________________________
Clerk of Council
Meeting Minutes

Monday, April 6, 2015 ~ 7:30 P.M.

Louis J. R. Goorey Worthington Municipal Building
John P. Coleman Council Chamber
6550 North High Street
Worthington, Ohio 43085

City Council

Bonnie D. Michael, President
Robert F. Chosy, President Pro-Tempore
Rachael Dorothy
Scott Myers
David M. Norstrom
Douglas Smith
Michael C. Troper

D. Kay Thress, Clerk of Council
CALL TO ORDER – Roll Call, Pledge of Allegiance

Worthington City Council met in Regular Session on Monday, April 6, 2015, in the John P. Coleman Council Chambers of the Louis J.R. Goorey Worthington Municipal Building, 6550 North High Street, Worthington, Ohio. President Michael called the meeting to order at or about 7:30 P.M.

Members Present: Robert F. Chosy, Rachael R. Dorothy, Scott Myers, David Norstrom, Douglas K. Smith, Michael C. Troper, and Bonnie D. Michael

Member(s) Absent:

Also present: Clerk of Council Kay Thress, City Manager Matthew Greeson, Director of Law Pamela Fox, Assistant City Manager Robyn Stewart, Director of Finance Molly Roberts, and Director of Planning and Building Lee Brown

There were approximately thirty three visitors present.

President Michael acknowledged a boy scout from Troop 905 who was in the audience. The scout was in attendance as a requirement for his Citizenship in the Community merit badge. She encouraged him to ask questions.

President Michael invited all those in attendance to stand and join in the recitation of the Pledge of Allegiance.

VISITOR COMMENTS

APPROVAL OF MINUTES

• March 2, 2015 – Regular Meeting
• March 9, 2015 – Committee of the Whole Meeting

MOTION

Mr. Troper made a motion to approve the aforementioned minutes as presented. The motion was seconded by Ms. Dorothy.

There being no additions or corrections, the motion to approve the minutes as presented 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. 12-2015 Vacating Street Right-of-Way on the West Side of Linworth Road.

The foregoing Ordinance Title was read.
Mr. Greeson commented that Ordinance No. 12-2015 has been properly introduced and this is the public hearing on the legislation. It is a request to vacate a portion of right-of-way on the west side of Linworth Road. Staff recommends the following procedure:

1) Mrs. Fox will overview the process for vacating the right-of-way
2) Mr. Brown will overview the property, the right-of-way in question, the nature of the application and the staff recommendation
3) Hear from the applicant, Jay Zollars, who is present as well as his attorney Mr. Hrabcak
4) Council discussion

Mr. Greeson added that Mrs. Fox recommends that anybody who wants to testify on this item be sworn in. Ms. Michael shared that she has received several speaker slips from people other than the applicant and his attorney. She directed all who wished to testify on this issue, with the exception of Mr. Hrabcak, stand and be sworn in.

Mrs. Fox administered the oath.

The Process
Mrs. Fox shared that staff received a petition on behalf of the property owners of 6211, 6219, 6227, 6233, and 6245 Linworth Road, which are five lots on the west side of Linworth Road and north of StRt 161. Said petition was to vacate the right-of-way that was platted as part of the Elmwood Subdivision from back in the late 1800s. The process for vacating right-of-way by petition is contained in Ohio Revised Code 723.04. When council received this petition it is required to hold a hearing, which is what we are doing this evening and upon being satisfied that there is good cause for the vacation, that it will not be detrimental to the general interest and that the vacation should be made, council may by Ordinance declare such street to be vacated. The effect of vacating that street is that the land becomes in the ownership of the abutting lot owners. In this situation, the street is at one side of the properties and so the effect of a street vacation in this particular instance would be that this land would become part of the land of all of these property owners.

Mrs. Fox stated that Council will have to make a determination that: 1) There is good cause for the vacation, 2) It will not be detrimental to the general interest, and 3) It should be made. She thinks in this situation council has the petition that was provided as well as the reasoning for the petitioners submitting this petition. Mr. Hrabcak is here on behalf of Mr. Zollars.

When asked by Mrs. Fox if he would be speaking on behalf of the other property owners, Mr. Hrabcak replied that he has been retained by Mr. Zollars. The neighboring property owners have joined in the petition to vacate.
Overview of application and staff recommendation

Mr. Brown restated that the parcels in question are located on the west side of Linworth Road, north of Dublin-Granville Road. There are five properties interested in the vacation but the main focus of this hearing will likely be on Mr. Zollars property.

Mr. Brown shared that during staff’s first conversation with Mr. Zollars in June 2014 they realized that according to the Franklin County Auditor’s map, it looks like 75% to 80% of the house is actually located in the right-of-way. He managed to have someone from the County Engineer’s office go out to the site and perform a survey of the property. That survey revealed that Mr. Zollars property actually included an additional 12 to 14 feet. Members will see a faint black line on the map being displayed on their monitors (shown below) that runs from the top of the screen to the bottom. That line is what the Auditor is showing as the parcel boundary. To the east of that line members will see the actual property line (shown in red) as determined by the Franklin County Engineer’s office. With that survey it was determined at only an 1/8” of the northeast corner of the house was actually in the right-of-way. As the properties continue down south towards Dublin-Granville Road, all of the houses and the sidewalks related to the houses would be pulled out of the right-of-way so the only structure in those five properties in the right-of-way is an 1/8” on the north side of Mr. Zollar’s property.

Mr. Brown reported that the Franklin County Engineer’s office is recommending a ten foot vacation of right-of-way. The red hashed line is the approximate location of the ten foot vacation of right-of-way. That would get the stoop and the sidewalk to the front porch of the house out of the right-of-way.
Mr. Brown shared several slides of the property from last summer. He added that it has since been cleaned up as the applicant is going through a severe renovation on the property. He then showed pictures of the property as it stands today.

Mr. Brown commented that all of the landscaping, the stone walls, and the timber walls along this western portion of Linworth Road are actual in the right-of-way.

Mr. Brown showed slides of Mr. Zollar’s property. The entire area leading up to the house with the landscaping and stone walls is located within the public right-of-way.
The following picture was taken from the applicant’s driveway and looking south towards Dublin-Granville Road.

The following slide is looking north along Linworth Road. All the vegetation, the light post and everything on the left side of the picture is actually in the right-of-way.
The next slide Mr. Brown shared showed Mr. Zollar’s personal residence. Members will see the heavy vegetation north towards the ravine.

The next slide Mr. Brown showed is of the property in question. The property has been heavily renovated. A new concrete sidewalk was constructed from the driveway to the front porch and a new stoop added. The front corner of that porch post is the actual area that is currently in the right-of-way.
The next slide is a blowup of the survey that was provided by the County Engineer’s office that shows the location of the house.

The following is an exhibit that was prepared by Dean Ringle’s office with the recommendation of a ten foot vacation.
The following slide again shows what is actually on the Auditor’s Website versus what is actually proposed by the City and from Franklin County.

Mr. Norstrom asked the location of the line based on the application. Mr. Brown pointed out the change as requested by the applicants.

Mr. Myers recognized that it would encompass all of the current hardscape and landscape on those properties. Mr. Brown agreed. He added that during the original conversations staff had with the applicant back in June and July we made reference to all of the planning work that is going on within the city and with ODOT for the intersection improvements of Linworth and Dublin-Granville Road. We shared that there may be widening or just intersection improvements. There may likely be bike and pedestrian plans that could include future right-of-way for a multi-use path or some type of streetscape improvement or storm water infrastructure improvements. All of that was shared in our original conversations and one of the reasons that staff felt we didn’t want to give up something that we may need, whether it be five days or five years from now.

Mr. Norstrom commented that the applicant was aware of the property line when they put the hardscape in. Mr. Brown understands that the applicant bought the property at Sheriff’s sale last year. The stone walls that were shown were covered under a great deal of brush. He believes he just removed the brush and cleaned up the stone wall.

Mr. Myers asked the location of the fifth parcel. Mrs. Fox explained that it is lot 32 and is located further to the south.

Dr. Chosy asked if one of the suggestions with that ten foot line was to continue it in front of the other houses. Mr. Brown replied that from what staff understands from the County
Engineer’s office is that it would vacate only the portion in front of Mr. Zollars house in order to get the house, the sidewalk and the stoop completely out of the right-of-way.

Dr. Chosy stated that it looks like the second house is just about touching the right-of-way line as well. Mr. Brown replied that according to the County Engineer’s Office, the second house is completely out of the right-of-way.

Ms. Michael asked if the sidewalk was out of the right-of-way. Mr. Brown acknowledged that it could possibly be in the right-of-way.

Mr. Myers asked if the sidewalk and stoop had to be permitted before it was constructed. Mr. Brown replied that they should have received a right-of-way permit from Service and Engineering for any work done in the right-of-way however the property itself was annexed in 1993 and prior to that was in Perry Township. The right-of-way and the properties to the south were actually annexed in 1988 so depending on the timing of things it could have been while it was still in the county.

Ms. Michael commented that if the right-of-way was vacated then the city would not have any ability to add bike trails or something like that without doing something to regain access to the right-of-way. She asked if that was correct. Mr. Brown agreed.

Dr. Chosy commented that as long as that right-of-way portion is not used landscaping and everything else can be done. He asked if that was right. Mr. Brown agreed. He added that Section 951.03(b) deals with the area typically between your property and the street. Typically we see a sidewalk and a five foot green belt that requires the applicant to maintain. If any type of work is to be done then a right-of-way permit is required.

Mr. Smith asked how far from this parcel is the city corporation line. Mr. Brown replied that five parcels to the south you hit the City of Columbus corporation limit. Everything north of this parcel is city of Worthington.

Ms. Dorothy asked the location of the right-of-way line north of this property. Mr. Brown replied they are located in the rear lots of Potter’s Creek.

Dr. Chosy asked if there is right-of-way to the west of Linworth Road further north. Mr. Brown replied yes. It is a 60+ foot right-of-way.

Mrs. Stewart showed the location on the map.

Mr. Brown acknowledged there being additional right-of-way but it gets tighter as you travel north.

Michael Hrabcak, Attorney for Jay Zollars

Mr. Hrabcak shared that he would like to speak first just so he can frame a little bit of the issues for council so that we can fully appreciate the situation that we are in. As indicated in the petition, Mr. Zollars purchased this house at a sheriff’s sale. Pursuant to
that Sheriff’s Sale there was a Preliminary Judicial Report which is required to be filed
that notifies the bidders and/or potential buyer of various liens and encumbrances and
right-of-ways that may affect title to the property. This right-of-way was not on the
Preliminary Judicial Report and for one reason, the only place that this right-of-way
appears is on the actual subdivision plat for the Elmwood Subdivision that was platted in
February of 1888. Something transpired after the fact, there is a theory out there that
perhaps the records had burned but nonetheless a title search, short of going to the
Franklin County Recorder’s Office and eliciting the powers that be there, this would have
never be discovered. Your applicant bought without notice, without knowledge and
clearly the history of the property has been operated wouldn’t have notice of this
particular right-of-way. The same goes for all of the adjacent property owners. These
adjacent property owners have enjoyed these houses for quite some time. The subject
property was built in 1946. This right-of-way was not of issue for 137 years until Mr.
Zollars sought to improve an eyesore across the street from his house. He has invested
substantial dollars, time, energy, and effort in order to rehab this property, which was in
a serious state of decay. It is now a home that the council and the residents of the city of
Worthington can be proud of and it is certainly something that will affect its taxable
value for revenue purposes.

Mr. Hrabcak explained that part of the issue that faces council members is this is a
property that has been annexed and members have inherited this issue. He will submit to
members that none of the neighboring property owners had notice or knowledge of this
right-of-way. That being said, each of these property owners and everybody that has
participated in this particular application has paid property taxes on each one of these
pieces of real estate which does not reflect a diminution in value that this right-of-way
would mean, which is significant. Not only the city of Worthington but Franklin County
has enjoyed property tax revenues from these properties. Should council not vacate this
petition, he is reasonably confident that each of the affected homeowners would file a
Board of Revision complaint to have their taxes reduced on their respective property by
the impediment that this right-of-way, which until recently was nonexistent but for Mr.
Zollars due diligence would not have appeared. He would submit to members had Mr.
Zollars not purchased this particular property and proceeded through the proper course
to rehab it that it is very likely this right-of-way would have done undiscovered.
Noteworthy, each of these residents have occupied this right-of-way openly, continuously,
adversely, and notoriously for much, much longer than twenty one years. He would
submit to council at least as early as 1946 when the home was built. Mr. Zollars home is
arguably the most significantly impacted. There was a serious miss when that home was
built and it was allowed to be built within the right-of-way.

So there are a number of different things going on here but the long and short of it is this,
we believe that the council will be satisfied that there is good cause to vacate the entire
right-of-way. In addition, we believe that it wouldn’t be detrimental to the City. It hasn’t
been detrimental to the City or the County for the 137 years that this right-of-way has
been on the subdivision plat. So he would submit to members that although while they
appreciate Mrs. Fox and Mr. Brown’s concession as it relates to a ten foot right-of-way
easement, that in the grand scheme of things makes homeownership for Mr. Zollars and
all of the other neighboring property owners very, very difficult in if none existent as it relates to the values of their property.

Mr. Hrabcak commented that he believes that Mrs. Fox had indicated in her memorandum to Council that there is a concern or reservation as it relates to a future use for either bike or pedestrian traffic. He would submit to members that those are very, very important issues, however the way that this is noted on the subdivision plat is for street purposes only and they believe that would exclude specifically pedestrian and bike traffic. He submits acknowledged that being the applicant’s view and he and Mrs. Fox may and perhaps agree to disagree on that issue.

Lastly, as it relates to StRt 161 and Linworth Road and the improvements, if you look at the way this right-of-way is shared it pie shapes out basically to nowhere. If you look all the way to the north that ravines off into a significant ditch so to indicate that that might be a useful right-of-way at some point in time, that would only be after a very, very substantial investment in order to level that area out.

Mr. Hrabcak concluded by thanking council in advance for their time, attention and consideration on this most important issue and certainly a most important issue to these voters and taxpayers.

When Mr. Myers commented that Mr. Hrabcak doesn’t dispute the Engineer’s survey as attached to the memorandum, Mr. Hrabcak agreed that they are in agreement with what the lines are.

Mr. Myers understands that with a Sheriff Sale there may be a Memorandum that is an As Is Sale or No Warranty Sale. He asked if that is correct. Mr. Hrabcak agreed that is correct. He added that individuals who attend Sheriff Sales rely on the Preliminary Judicial Report because it outlines the various things that affect the property. It is no different than a Title Commitment. It is a commitment for title insurance.

Mr. Myers commented that he looks at that as the same way he looks at his adverse possession argument. He can call the IRS and ask for advice but they can still issue a finding even though their advice told me to do it the right way. In other words, you can’t hold the fact that Mr. Zollars bought this without knowledge and that we have left it this way forever. That is an estoppel argument and you can’t estoppel the State. Mr. Hrabcak replied that for the purposes of this tribunal he would say no.

Mr. Myers added that you can’t take adverse possession against the state either. Mr. Hrabcak replied that he is not so sure about that. He believes there is case law out there that says you cannot but there are a whole host of legal and equitable theories by which the homeowners could proceed and those are options that are available to them and they will review them depending upon the finding of City Council.

Mr. Myers asked at the end of the day, what is his standard to apply in this case. Mr. Hrabcak replied that he believes that it is within the public’s best interest and what is in
the interest the City of Worthington in general as set forth in the statute as Mrs. Fox
enunciated. Mr. Myers stated that he would prevail if he shows good cause. He asked if
that sounds right. Mr. Hrabcak replied that he believes so, yes.

Mr. Myers asked if he has told him all of the reasons why council shouldn’t do this. He
asked Mr. Hrabcak what is his Good Cause other than the fact that it has always been
this way and nobody has gotten hurt and we shouldn’t do it now. Mr. Hrabcak replied:

1) It has been around for 137 years and there hasn’t been Good Cause yet to utilize
it.

Mr. Myers commented that doesn’t mean there won’t be Good Cause tomorrow. He
asked what Mr. Zollars’ perspective is. Mr. Hrabcak replied that his perspective is
should there be any action taken in regard to the right-of-way it would be substantially
injurious to Mr. Zollars, to his property, and to the value of that real estate that he pays
real estate property taxes on.

Mr. Myers stated that is what he is driving on. He asked how he would be hurt. He
asked for specifics. Mr. Hrabcak replied that he is already being hurt by going through
the process and with diminution of value on his property because once he goes to sell it,
he has to disclose the existence of this right-of-way, which up until his ownership has
been unbeknownst to everybody and unbeknownst to the neighboring property owners.
In addition to that the value of his property is substantially diminished by the fact that the
right-of-way is there. Because it is there it clouds the title. Anybody buying that property
will pay substantially less for it and arguably its value is less.

Mr. Myers asked if they would have a remedy against their title policy then if that was not
discovered in a title search. Mr. Hrabcak replied that he bought it at a Sheriff’s Sale so
there was a Preliminary Judicial Report. Mr. Myers commented that he is assuming the
other property owners have title insurance covering their properties. Mr. Hrabcak
replied that he doesn’t know that. They joined in the petition. He doesn’t represent those
folks but that would be something that they would address. But what is injurious to them
is injurious to Worthington as a whole. You have voters, you have taxpayers, and you
have people that are here enhancing their values. If you look at these properties, they
are absolutely beautiful and they are beautiful because of the efforts they put forth on the
property. Mr. Myers commented that he will get no argument from him. There is
substantial improvement and he appreciates that.

Ms. Michael commented that when property taxes are assessed, the taxes are based on
the lot lines. She asked if that was correct. Mr. Hrabcak replied not necessarily. There
are a number of things that can affect a property’s value. Board of Revision complaints
are filed all of the time based on changes of use, based upon encumbrances, so it is not
just based on a lot line in and of itself. It is based on what would be the value of that
property.
Ms. Michael asked Mrs. Fox to comment. Mrs. Fox stated that she is not sure of the question but if what Ms. Michael is asking is when people pay taxes they are presumably paying taxes on their legally described parcel. Mr. Hrabck added and the value of the real estate on it. Mrs. Fox agreed that all of that goes into it but she thinks what Ms. Michael is asking is are they just looking at the parcel, the legally described property. Mr. Hrabck commented that he would be hard pressed to believe that as good a job as our Franklin County Treasurer does that they get into right-of-ways and easements and valuate property based on that.

Ms. Michael asked if they are paying taxes on the easement portion of the property or just the portion of the property that is in their parcel. Mr. Hrabck replied that they are paying tax on the entire parcel. Ms. Michael commented that would not include the right-of-way. Mr. Hrabck disagreed. They are paying tax on that entire property. When somebody goes by and values that property, they are valuing that property based on the way that it sits. They are not basing it just upon the house separate and apart from the hardscape and streetscape. Mrs. Fox added that they don’t have a meats and bounds description. They have a lot number description and so the lot is the original platted dimension of the lot. Ms. Michael added that it does not include the easement. They are not paying tax on an easement but rather on a parcel.

Mr. Hrabck stated that maybe he is misunderstanding Ms. Michael’s question and he apologized. If she were to look at Mr. Zollars home and if you were to take away 90% of his driveway and all the way up to 10 feet in front of his front porch, he would suggest to members of council that that would substantially impact the value of that home and that it would be unjust for him to pay real property taxes on value that is truly not there. Mr. Myers commented that is a Board of Revision issue. Mr. Hrabck replied that he knows but he is just responding to the question.

Mr. Myers asked Mrs. Fox what the County’s role is in this. She has indicated that the County Engineer is going to propose to the County Commissioners that they approve a 10 foot. This property is in the city of Worthington. He asked what does it matter what the County does. Mrs. Fox replied that the County takes the position that since Linworth Road is a county road than it is a duel process. They also weigh in on vacation of any portion of what is deemed to be a county road. Mr. Myers stated that the city doesn’t really have a whole lot of certainty as to if there were conflicting decisions how that would be resolved. Mrs. Fox replied no. Mr. Hrabck added that there was a meeting that took place on site and he believes that Franklin County is taking the position that they will support whatever the city of Worthington does. That is why they proceeded with the application with the city of Worthington first. He asked Mrs. Fox to correct him if that is inaccurate. Mrs. Fox agreed but added that she thinks that they also have indicated that they would recommend up to the 10 feet and no more than that but that is their process and their issue.

Mr. Myers commented that he has no idea what has happened before tonight. He knows that since 2008 when the market tanked nobody has been talking anything about Linworth and StRt 161. There is a lot of development that nobody was talking about until
two years ago. Now we are getting hit from all sides. This happens to be one of the areas that is probably second or third on our list of priorities right now. We’ve got ODOT involved. We’ve got the County involved. We’ve got developers involved on two of the four corners so he has to keep an open point of view on this property. He doesn’t know what is going to happen but the first time in seven or eight years something very well might happen. So he has that on the one side and that is saying don’t vacate anything. Keep it. Then he has what he thinks is a hardship to an extent to the property owners, at least Mr. Zollars. His house is over the line. He has to tear down an 1/8" of his house. He is caught between a rock and a hard place. It seems to him that this is something that we need to come to some mutually agreeable resolution on. Mr. Hrabcak replied that they would very much like to do that.

Mr. Myers commented that 10 feet is not an option. Mr. Hrabcak replied that if you look from where Mr. Zollars sits and you take 10 feet, 10 feet you step out the front door and you are done. Mr. Myers shared that he lives in Colonial Hills and they don’t have much more than that. He realizes that Linworth is a much busier road than Colonial except at 7:45 on a school morning.

Ms. Dorothy commented that she has a question about Mr. Hrabcak’s statement that it would be a diminution of the values of the properties. She knows that in other forums they have talked about bike and pedestrian adding value to residential properties. The closer proximity you are to a bike and pedestrian pathway your property value has been shown to increase. Mr. Hrabcak replied that he would submit to her that a bike or pedestrian path within 10 feet of the front door wouldn’t enhance the value of the property. He doesn’t have any citation to authority for that but he would submit that to the Council. Again, if you look at the way the dedication (he will use that word very loosely because dedication has a very legal significance) the way the dedication is on the subdivision map, it refers to a street purpose. It does not reference either street or pedestrian traffic.

Ms. Michael stated that she would take a little bit of an argument with him on that in the sense that right now, one of the major trends that there is throughout Ohio and through all of the organizations that are part of the Mid Ohio Regional Planning Commission that includes Worthington is “complete streets”. The “Complete Street” concept includes working to provide for bicycles and pedestrians. Mr. Hrabcak replied that he stands corrected. He is referring to what is set on the map of 1888 and he is not quite sure that bike or pedestrian traffic was contemplated. Mr. Myers shared that that might have been all there was. Mr. Hrabcak agreed. He appreciates council’s questions. That just points out the significant issue that we have here and the very difficult hardship that these homeowners face and that this Council faces with the competing interests that are presented by Linworth Road.

Mr. Myers commented that he is in a position now where it is either all or none. Mr. Hrabcak replied that they would like to work with Mr. Myers and they would submit that they work with him to come to some type of a reasonable accommodation that serves everybody’s best interest. Mr. Myers replied that is why Council pays Mrs. Fox.
Hrabcak commented that with all due respect to Mrs. Fox the way that has been set up was that there was going to be this 10 foot piece and again you can see the chagrin of the homeowners and the affected property owners. It addresses a very small portion of what is ultimately Mr. Zollars issue and really doesn’t address any of the other adjoining property owner issues. So he submits that while they appreciate that and they thank staff for it they believe that there is more common ground than has been tendered by way of olive branch to date.

Dr. Chosy commented that from looking at the pictures from a practical standpoint, the fact that the right-of-way is close to your front door doesn’t mean that all of that is going to be used. If you look down there is a portion along the side of the road that is quite wide. Then if you need to go further in perhaps only as far as the west side of the walls there. In fact the other houses would be a great deal more affected than Mr. Zollars. So it is not like all or nothing. It’s not like if that is 10 feet in front of your house it will come right to the porch. It is going to be along the street. Mr. Hrabcak replied that he doesn’t necessarily disagree with what Dr. Chosy is saying. That being said, if you look at that that is why he is submitting to Mr. Myers that perhaps there is something further between the 10 foot off the front porch and the entire vacation of the right-of-way that may be possible. But again, what has been submitted at least thus far and what is before members today is just as it reflects Mr. Zollars property and gives no deference whatsoever to the neighboring property owners that are affected.

Ms. Dorothy asked to see the County Engineer’s survey.

Afterwards she commented that it looks like to the north of Mr. Zollars property the right-of-way is 40 feet. Mr. Brown agreed. Ms. Dorothy continued by stating that it then jogs out and we have that triangle that we are looking at. She asked if that was correct. Mr. Brown agreed.

Ms. Dorothy stated that the County Engineer is suggesting to vacate that 10 feet in front of the house. Mr. Brown again agreed.

Mr. Myers pointed out that to the north the right-of-way is much narrower than what the right-of-way is beginning at Mr. Zollars property.

Mr. Norstrom commented that if we look on the map that includes Dublin-Granville Road it has some black lines on it that shows the right-of-way relative to the properties. If you look you will see that the black line is the right-of-way. Mr. Myers thought that was the plat line. Mr. Norstrom confirmed that as what he is asking. Mr. Greeson commented that it is the Auditor’s plat.

Mr. Myers thinks it interesting in that the right-of-way does something very similar maybe based on that plat. Mr. Norstrom agreed. Mr. Myers continued by stating that the plat is not exactly accurate. They even put a disclaimer on the auditor’s webpage that that is not necessarily accurate.
Mr. Norstrom asked the location of the right-of-way. Mr. Brown showed the location according to the Franklin County Auditor as well as the City’s GIS website. Mr. Greeson added that it also shows up on the zoning map.

Mr. Norstrom commented that it implies that the right-of-way gets very broad there. Mr. Brown agreed. He added that it narrows down north of the site.

Dr. Chosy stated that the part north looks sufficient to be able to deal with pedestrian and bicycle lanes.

Ms. Michael asked if there is still right-of-way south of the property all the way down to StRt 161 or not on the west side of the street. Mr. Brown replied that there was. He added that it is a little tighter.

Mr. Myers asked if there is forty feet all the way to StRt 161. Mr. Hrabcak commented that it pies out. If you look at it the way it is on the subdivision map, it correlates exactly with the way that pie shape. Once it gets down to lot #31 it just pies out into the road.

Mr. Myers commented that from what he gathers, lot #31 would get the whole ten feet. They are closer to the right-of-way now than ten feet. He asked if that is correct. Mr. Hrabcak commented that the ten feet that is being proposed is only off of the front porch of Mr. Zollars property. Mr. Myers replied that he understands that. But he is assuming if we took that ten feet all the way down it is only going to affect the next two parcels because once you get to parcel #31 and possibly even #32, they are closer than ten feet to even a narrower right-of-way right now.

Mr. Zollars shared that he has pictures of exactly what Mr. Myers is asking. Ms. Michael stated why don’t we move on to that. Mr. Hrabcak thanked council for their time, attention, courtesy and questions. They were much appreciated.

Jay Zollars, 6280 Linworth Rd.
Mr. Zollars confirmed that he had been sworn in. He has lived there about fourteen years. He lives right across the street from the house being discussed this evening. He shared that the house was in deplorable condition. He recognizes the importance of right-of-way for the city. He values that. He also values the fact that Linworth and Worthington are working to have bike paths. He is not disputing that. He loves and welcomes that. What he is disputing and why he is before council this evening is because there are five owners whose houses are in the right-of-way. When he starts going through the pictures that he would like to show, members will see his argument. He would love to work with the city and come up with a compromise but for the last nine months there has been no compromise. It has only been no, no, or he got one foot out of the County to get the house out of the right-of-way but he still had to go get a variance to add on to the front of the house vertically. He is not expanding, just vertically. That is a hardship. It is money, time and effort. Mr. Zollars in referring to his pictures stated that they will demonstrate very clearly what their objections are.
Dr. Chosy commented that he has heard people talking about house #31. There is no house #31 on the map. Mr. Zollars replied that it is not showing up on the information that was presented to council.

Mr. Myers pointed out the location of lot #31 to Dr. Chosy.

Picture #1 – Shows the vegetation, the failing retaining wall and the condition of the front of the property at the time Mr. Zollars purchased the property.

Mr. Zollars shared that the property has been in that condition for ten years. He has lived across the street fourteen years. The retaining wall is falling down. Members can see all of the overgrown vegetation and as the pictures go on members will see that he has improved those items. Members will also notice the grade. If you look at the picture, he was standing at Linworth Road, level, and you look up, that is at least a thirty foot elevation. So any kind of work that the city has planned in the future he personally can’t imagine them either leaving him with a cliff ten feet from the front door straight down or eliminating the driveway to the property.

Dr. Chosy commented that he doesn’t understand what the picture is of. Mr. Zollars replied that it is a picture of the property in question, 6245 Linworth Rd.

Dr. Chosy stated that it is a picture facing the property. Mr. Zollars agreed. He added that you couldn’t see the house.

Picture #2 – The elevation

Mr. Zollars shared that the next picture is of the elevation showing from Linworth Rd. and looking up towards the house. Members can see a faint gray in between the trees. That was the house. He is just pointing out that the elevation is extreme at this biggest section of right-of-way.

Picture #3 – Picture of the improved property

Mr. Zollars shared that the vegetation is gone. The retaining walls have been rebuilt and are functioning. It is about a $10,000 investment of trying to maintain that and get it cleaned up.

Picture #4 – Picture of guardrail along Linworth Rd. to the north.

Mr. Zollars commented that the guardrail is there because there is a stream that runs underneath the road at this location. There is a good forty to fifty foot elevation going down. The original intent of this right-of-way was for a subdivision that was never built and that was the right-of-way for that. There are no houses, at least right now, that are planned and/or have access to that land. All that land is owned by property owners on Potter’s Creek and the houses sit on the front part.
Mr. Zollars said he just wanted to point out that there is still sufficient room for a bike path in front of the retaining walls that are within the guidelines that council has already approved in other bike path projects. He will prove his point in a minute.

Mr. Zollars shared that the neighboring property to the south is owned by an older couple who raised five kids in that house. They have lived on this property for sixty years. They have had to rebuild that retaining wall and maintain that retaining wall and they have done an excellent job. They are unfortunately in poor health and could not come tonight to testify. But this right-of-way goes through their house as well.

Mr. Norstrom asked if the right-of-way goes through their house or through their property. Mr. Zollars replied the right-of-way goes through their house just like it went through the house at 6245 Linworth.

When members questioned his comment Mr. Zollars stated that he has another view that he will share in a minute.

Mr. Zollars commented that this house is located to the south. It is owned by Jennifer Brown, who is here tonight and intends to testify in favor of the petition to vacate the right-of-way.

Mr. Zollars commented that this is the fourth house to the south.

Mr. Zollars commented that the house at 6211 Linworth is the last house that is located within the city of Worthington. That house is approximately thirty-eight feet from the side of the road and it is located in the right-of-way. So unless the city of Worthington plans to buy that house to make this road wider in order to use seventy-six feet that they are encroaching on my property at 6245 Linworth, he finds it very difficult to understand why the city would need a right-of-way of eighty or ninety feet when you have a house thirty-eight feet from the side of the road.

Mr. Myers commented that under Mr. Zollars proposal the city gets nothing. We couldn’t even put a bike path in there. Mr. Zollars replied that under his proposal he was left without a choice because he was unable to have diligent conversations with the City. Mr. Myers stated he doesn’t know anything about that. Mr. Zollars contends that it is the truth and Mr. Myers asked him a question.
Mr. Myers stated that he is just asking yes or no, under your proposal there couldn’t be a bike path. Mr. Zollars replied that the City would have to get a right-of-way for all the way down Linworth Road.

Mr. Myers again stated that under this petition the entire easement would be vacated to the road and the City would not have room for a bike path. Mr. Zollars confirmed that as the petition is written today, yes.

Picture #10 – Construction on the house at 6245 Linworth Road

Mr. Zollars commented that the picture is just an illustration to show that he had to get a permit.

Picture #11a – Picture of the property looking towards Linworth Road

Mr. Zollars commented that the picture shows the front elevation of the property.

Picture #11b – Picture of the retaining walls.

Mr. Zollars stated that the picture shows the distance between Linworth Road and the first retaining wall.

Picture #11c – Map of the property from the Franklin County Auditor’s Website

Mr. Zollars shared a copy of the map on the Franklin County Auditor’s website.

Mr. Norstrom asked if it is the map before the property was re-surveyed. Mrs. Fox confirmed that it was. Mr. Zollars confirmed that it was to the best of his knowledge but stated that he doesn’t have any records or anything in front of him and he doesn’t believe the property owners that are here this evening have been notified.

Mr. Brown shared that staff worked with Dean Ringle’s office (Franklin County Engineer) and they went out to the property to survey. All of the other houses are actually outside of the right-of-way and the only house (by an 1/8”) that was in the right-of-way was Mr. Zollars house. Going through the process with the Engineer and going through their records and going out to the site and surveying the entire area for us, it actually added about twelve feet of additional property to the property owners along that side of the road.

Ms. Michael commented that the eastern lot line would then be moved to the right. Mr. Brown agreed.

Mr. Zollars asked if members also see his point in regards to where the house is located for house #6211. The diagram is from an estimate from the Franklin County Auditor’s website that is within forty feet of the road. His point is and as you just learned earlier
the right-of-way going north is forty feet and so he has a hard time understanding how
council is going to do road improvements that are going to be up against someone’s
house.

Mr. Norstrom asked when Mr. Zollars became aware of the issue of the lot lines. Mr.
Zollars replied when he went to pull the permit to do remodeling. Mr. Norstrom
commented that he was aware of the issues when he did the hardscape and
improvements. Mr. Zollars acknowledged that he was aware. He added that he didn’t
think he had a choice.

Picture #12 – 6417 Linworth Road

Mr. Zollars commented that this is a picture of a house up the street. It is north of the
subject properties. Members will notice that that particular house, the house is again 38
feet from Linworth Road so there are all kinds of houses that are within 40 feet. Again
we are all supporting the bike paths but to take the entire front yard of his property is a
detriment to him as well as the future owner and it is not needed by the city of
Worthington.

Picture #13 – Map showing the 6417 Linworth Road parcel.

Mr. Zollars shared that the house is 38 feet and the right-of-way is roughly 30 feet and
that is using the measurement program on the Franklin County Auditor’s website.

Picture #14 – Picture of bike path

Mr. Zollars commented that the picture is of the brand new bike path that the city of
Worthington put in on East Wilson Bridge Road. He went up and measured it. It is eight
feet of grass and a five foot path. Mr. Brown interjected that those figures should be flip-
flopped. It is five feet of grass and eight feet of path. Mr. Zollars acknowledged the
mistake. He added that either way you are looking at thirteen/fourteen feet and not
seventy six feet going in his front door.

Mr. Zollars commented that the point being is the front retaining wall, for his particular
property is fourteen feet, the second one is twenty feet back. The bike paths that are in
question and much wanted are about eight feet wide. The city can do the improvements
that it wants to do. He pointed out that it is not just his house that is affected. This is a
petition of five property owners that all have the same problem and none of them were
aware of it at the time they bought the property because this right-of-way is from 1888.
They have invested a bunch of money in the property. He was present a couple of weeks
ago when Linworth Baptist Church is buying the property to the south of him on the east
side of the road. They support that. They have been good stewards of the neighborhood
and he is just asking for the same right-of-way and property owners rights that other
people in Worthington enjoy.
Mr. Smith asked if he had any urgency to this decision. Mr. Zollars replied yes. He has been working at this for nine months and spending thousands of thousands of dollars. Mr. Smith commented that regardless of what has happened before, if it took council a couple of weeks to figure something else out that was a compromise, he asked if that would be satisfactory. Mr. Zollars replied that he would love to work something out but not ten feet. He thanked council for their time.

Jennifer Brown, 6227 Linworth Road
Ms. Brown confirmed that she had been sworn in.

Ms. Brown shared that she has no pictures but believes everyone has seen the lots. She owns lot #33, the address of which is 6227 Linworth Road.

Ms. Brown confirmed that she was not aware of this right-of-way when she purchased the house eleven years ago. According to the survey lines, the right-of-way actually goes up to her front porch. So getting back to the point, she is south of Mr. Zollars house and ten feet wouldn’t really benefit her much either. It would go right directly in front of her home. She has been paying property taxes on the entire lot. It wasn’t something that she was aware of until this whole situation came about. She is also concerned about the value of her house. Obviously she thinks that this would significantly decrease the value and also make it difficult if she would try to sell or add on to the house. She would not be able to add on to the front of her home and there is quite a bit of property today between the front porch and the house so if she chose to do that she certainly could. But this situation would prevent her from doing so.

Ms. Brown echoed that she is obviously in favor of the petition to remove the right-of-way for all of the reasons that have been talked about this evening.

Shawnda Thompson, 6310 Linworth Road
Ms. Thompson confirmed that she has also been sworn in.

Ms. Thompson stated that she supports the petition to vacate the right-of-way. Jay Zollars is her direct neighbor and he has done a lot to improve his property and our little plot of Worthington.

Ms. Michael commented that 6310 Linworth is north and east of the 6245 property. Ms. Thompson acknowledged that being correct. She thanked council for the opportunity to comment.

Keith Fuller, 6238 Linworth Road
Mr. Fuller commented that he had nothing more to add to what has already been shared.

Mr. Norstrom told Mr. Brown that he wants to make sure that he understands the situation. On the map that members have it shows the ten feet only in front of one property. That is what he and the county have discussed. There has been no discussion about the other property owners’ properties. Mr. Brown confirmed that as being correct.
He explained that the County Engineer’s Office felt that only the ten feet should be removed in front of Mr. Zollar’s house because that was the only structure that was actually in the right-of-way. That would get the structure, a stoop and a sidewalk out of the actual right-of-way.

Mr. Myers commented that even under the Engineer’s new survey the houses further to the south, just the physical structure of the house are out of the right-of-way. Mr. Brown agreed. Mr. Myers continued by saying that these owners would take a step off of their front porch and be in the right-of-way. Mr. Brown replied possibly.

Mr. Myers asked Mrs. Fox where the ten feet number came from. Mr. Brown replied that it was the recommendation from the County Engineer’s office and also when they were out at the site originally when it started back in June and July last year, at that point we thought that 70/80% of the house was actually in the right-of-way so the idea was to give the property owner that amount plus an additional ten or twelve feet to get the structure and everything completely out of the right-of-way.

Mr. Myers shared that what he thinks he hears is that the rationale behind the Engineer’s proposal was to make certain that all of the physical structures along those five properties were out of the right-of-way but it made no mention or regard for any green property. Mr. Brown agreed.

Ms. Michael commented that just because something is in a right-of-way it does not mean it is going to be developed. Mr. Myers agreed but added that it could be.

Dr. Chosy stated that you have to deal with the real world and ideally you could have a very neat and nice bicycle path with green between it and the road and all of that but in this instance can we not figure out the minimal amount of land that we need on the west side of the road to accomplish a path and just let that be the right-of-way. It is still going to be very close but it is sort of a compromise.

Ms. Michael shared that what makes this issue much more convoluted is that right now there is the study of the StRt 161 corridor from Sawmill Road to StRt 315. It is currently under study and review with MORPC, State of Ohio, Perry Township, City of Columbus, and Worthington all trying to figure out what are the best solutions and part of that is also looking at possible redevelopment that may occur at the intersection. The two biggest areas are the railroad and Linworth Road to be looked at so without knowing what recommendations are going to come it is kind of hard to know if we are going to need something additional for road or just for a path.

Mr. Myers commented that immediately north of this property the most that we can get is forty feet. Mr. Greeson shared that Mr. Watterson who wasn’t able to be here said that and he thinks Mr. Brown touched on it in his presentation, storm water would be another potential use. He thinks that is the challenge with being a government official that manages right-of-way is that you are called upon to be a steward of it not knowing all of the details about its potential future use but knowing that the public may have an interest
in the future whether it be bikeway, road, sidewalk, or storm water. We lay fiber optic cables in rights-of-way that people platted 100 years ago. They didn’t think of fiber optic cable at that time. Those kind of stewardship questions always emerge in these kinds of instances. Ms. Michael commented that some of those, while the fiber optic cable gets buried there are still other uses of the property. It is not like somebody steps off their front porch and they are in the middle of the street.

Ms. Dorothy stated that she has a question about that. She has heard concern about having a right-of-way on their property but how many properties in Worthington have right-of-ways. She asked if this is an a-typical situation. Don’t we have setback requirements for building any property and what about right-of-ways throughout Worthington? Mr. Brown reported there being a required setback. Typically for residential the setback is thirty feet however with this, depending on when it was built and when it was annexed would have been under different codes at the time. He is sure throughout the city there are probably other examples of encroachment. The Snow House is an example of one that he knows of where the front two feet of the house is actually in the right-of-way. Mr. Greeson added that there is a property on StRt 161 near the Adventist Church where the city granted an easement for the footprint of the house so that at some point in time they could get financing or whatever. It is actually an easement rather than a vacation of the StRt 161 right-of-way and the easement is the footprint of the house.

Mr. Norstrom commented that what members have before us is an all or nothing and he cannot support the vacation as proposed by the property owners. He thinks there is room for compromise. He is not sure that he agreed with Dr. Chosy in that it is minimal because he is not sure what minimal is at this point in time. He thinks as we look at the adjoining properties to the north there is only about a forty foot right-of-way (if he understands from the conversation). He thinks the ability for all of the properties to have their property extended towards Linworth is there. He just can’t support that it goes all the way as proposed by the applicants. Dr. Chosy agreed.

Ms. Dorothy asked if members can table this legislation. Mr. Norstrom thinks members should vote it down.

Ms. Michael agreed that members could either vote or table the legislation.

Mr. Norstrom asked if members were to table this legislation, it could come back as an amended application. Mrs. Fox agreed that with the permission of the petitioners, she thinks that council can table it. She thinks we would need to hear from them on that. She thinks it could just come back as an amended request.

Mr. Hrabcak commented that the applicants are receptive to that proposal.

**MOTION**

Mr. Norstrom made a motion to table Ordinance No. 12-2015 to provide staff time to work on an agreeable solution. The motion was seconded by Mr. Myers.
The motion to table carried unanimously by a voice vote.

Mr. Myers asked if members wanted to give staff any direction. He encouraged everyone who joined in this petition to talk to their title insurer. They missed it. They blew it. He is sure Mr. Hrabcak could help them with that because there are issues.

Ms. Michael explained that when properties were purchased a title company would have done a title search and the title search didn’t catch something that it should have caught that should have been exposed to owners prior to the purchase of those properties and that is what title insurance is there to cover.

Mr. Norstrom shared that the guidance he would suggest is to look at Complete Streets and look at the adjoining right-of-way widths and determine how if something were to happen along Linworth Road what would it take in the future. Understand that we are also looking to make the property owners in a better situation with the properties than they are currently.

Mr. Myers would like to know more about why the Engineer felt that ten feet was appropriate and just on that house.

Ms. Michael shared that a concern that she has is that it might not be a flat number of feet all the way down because the houses are at varying lengths. We might have to have a different amount for each one in order to be able to do something like Complete Streets or pedestrian/bicycles. She thinks that to be able to walk out of your house and have a nice trail like we have on Wilson Bridge Road is probably not going to be a hardship.

Mrs. Fox shared that she hasn’t thought that through all the way but if what you are suggesting is vacating it seems to her that the property owners’ property descriptions will change. If that area then becomes part of their property we have a plat here that the County has done but that would all have to be re-platted or re-described in some form or fashion. She raised that because it is not just us saying lets draw the line here.

Mr. Norstrom asked if the city would get more property taxes. Mrs. Fox replied it could be but she is just suggesting that the action by this council is not just that. . . we can say the line will be drawn here but then it becomes a matter of what exactly is the property owners legal description.

Mr. Hrabcak commented that the property owners would be more than happy to assume whatever burden would be necessary.

Mr. Myers shared that given the fact that the city is not making money hand over fist on property taxes. He added that the enhanced value of that property alone probably accounts for more than a couple of feet moving a property line. He just wants to make certain we are not hamstringing our negotiators from the beginning. He doesn’t know.
They may very well come back in two weeks and say ten feet or nothing and he will be okay with that. He would just like to give this one more shot to see if there is something.

Ms. Michael asked if council wanted to have some idea of a timeline for coming back. Mr. Greeson thinks staff will have to consult with the County Engineer’s office and probably ODOT as well. Mr. Myers shared that they may drive this train. The city may not have a choice.

Mr. Greeson stated that council is asking staff to anticipate improvements that other agencies are going to be a part of. Mr. Norstrom commented that he is not sure all of council are asking that. This is a local problem. He doesn’t care what MORPC and others are doing. This is our issue.

Dr. Chosy commented that members are always hearing about groups planning ahead and knowing exactly what they are going to do. Why can’t we have a rough plan here?

Mr. Hrabcak replied that Franklin County doesn’t move as expeditiously as the city of Worthington in his experience.

Mr. Myers asked that it return just as quickly as possible. Other members agreed.

Mrs. Fox commented that just as soon as staff feels as if we are at a point where we have gone as far as we can go we will bring it back. Mr. Myers added that it may ultimately be out of our hands. It may be the County that drives the train.

With that, Ordinance No. 12-2015 was tabled.

Ordinance No. 13-2015 Amending Sections 1123.19, 1123.63 and 1127.03(d)(2) of the Codified Ordinances of the City of Worthington Defining Child Day Care Center, Nursery School and Preschool, Defining Semipublic Uses and Providing for Consideration of Changes to Conditional Uses.

Mrs. Fox shared that at the last city council meeting staff introduced Ordinance No. 13-2015 which provided for amendments to our code to allow for a day care center, preschool, and nursery. The ordinance as introduced would change the definition of semipublic use and include within that definition what we terms daycares that were accessory to those semipublic uses. As members are aware we received quite a bit of opposition to that approach and specifically using the term “accessory” in connection with child day care and semipublic uses. Since the last council meeting she has met with Scott Whitlock and an attorney that he engaged in this matter. She also had extensive discussions with representatives of Beth Tikvah who requested that they have the ability to consider child care at their synagogue at 6121 Olentangy River Road. As a result of those conversations and in light of the fact that this accessory use approach was not sitting well with some members of the public we discussed the proposed language that
Mr. Whitlock had presented that actually created a new definition for child care that defined it as a co-located child day care center, which was a center that was within the structure of and using the facilities of a semi-public principal use operated by that semi-public principal use or an organization that furthered the mission of the semi-public use. We had some discussions about that. We have talked about process. Everybody that she has been discussing this topic with is in agreement that from a process standpoint enacting this new definition would get where she believes we were with the prior language by getting this request before the MPC as a conditional use. So we have an ordinance now that staff is proposing that council consider that has all of the same provisions in it (and she will go through those in just a minute) but change this ordinance to include this new co-located child care definition within our code and to allow for that co-located child day care use to be considered as a conditional use in an R-10 and R-16 residential zoning category.

Mr. Norstrom stated to further this conversation he will make the following motion to amend to the ordinance.

**MOTION** Mr. Norstrom made a motion to amend Ordinance No. 13-2015 as presented tonight and as found at member’s places this evening. The motion was seconded by Mr. Smith.

The motion to amend Ordinance No. 13-2015 carried unanimously by a voice vote.

Ms. Michael stated that we are now working with the amended language.

Mrs. Fox shared that this ordinance amends the child day care center existing section of the code to bring it more up to date with some of the terminology for the Ohio Department of Developmental Disabilities. It also eliminates a reference that was in there to child day care does not include the provision of care of children during religious services. We took that out so that there wasn’t any confusion about what child day care was or wasn’t with respect to religious institutions. As she indicated a minute ago we have included this co-located child day care center definition as 1123.191. This ordinance also amends 1147.01 to include as a conditional use in R-16 and R-10 this newly defined co-located child day care center. We also made a change to the conditional use permit section of the code under 1127.03(d)(2). That provision as it currently reads addresses changes to conditional use permits when there are changes, alterations, adjustments or rearrangements to structures and parking areas and many of the physical aspects of a conditional use permit but it did not address when a conditional use permit use changes to an extent that there may be some impacts on some of these elements that the city considers for the permits. So we added language in there where the applicant would have to request a change to your conditional use permit when there is a change in use that would affect any of those basic standards of review elements set forth in the code.
Mrs. Fox reported that being a summary of what this ordinance is. She thinks there are a few people in attendance that will probably want to speak to this but she would be happy to answer any questions.

Mr. Myers commented that he just wants to make sure that he has this right. A semi-public use would be one conditional use in an R-10 district and that a co-located child care center would be yet another conditional use so they would essentially have to seek approval for both conditional uses and both of those would go through the MPC process. Mrs. Fox agreed.

Mr. Myers added that it would include changes to use and physical structure. Previously granted conditional use of a co-located child care, if the use changed to something other than co-located child care they would still have to seek approval. Mrs. Fox agreed if it were an allowable conditional use.

Andy Shafra, 7128 Bluffstream Ct, Columbus, Ohio

Mr. Shafra shared that he is President of the Board of Trustees at Congregation Beth Tikvah which is located at 6121 Olentangy River Road.

Mr. Shafra commented that he is here to speak on behalf of Congregation Beth Tikvah and their desire to provide faith based early childhood education at their facility. They have been residents and members of the Worthington community for thirty five years. During that time they have worked hard to serve the needs of their families and to be good citizens and neighbors.

Mr. Shafra shared information about the religious services and educational programs available at Beth Tikvah. He also highlighted some of the social services the Congregation provides. He added that there is one important educational service that a Congregation can provide but currently does not which is a faith based early childhood education program for their youngest members.

Mr. Shafra explained that the Congregation loves the urban feel of their property and the beautiful woods that surround them. Just as their neighbors want to maintain this wonderful environment, he assured members that the Congregation of Beth Tikvah does too. He shared that faith based education is a fundamental responsible of religious institutions, educating their next generation is a core requirement, and teachings of the Jewish faith as it is in other faiths. He added that the U.S. Department of Education has established the center for faith based and neighborhood partnership guidelines to promote student achievement by connecting schools and community based organizations, both secular and faith based.

Mr. Shafra then shared several comments from a letter of support by the senior pastor at Worthington Presbyterian Church, Dr. Julia Wharff Piermont.

Mr. Shafra shared that applying a Jewish day care option, repeated exposure to their values in early childhood is an important part of the Jewish faith. The New Albany
Temple Beth Shalom which houses a Jewish faith based pre-school reported that faith based pre-school brings people to the community and they become more inclined to be engaged with that community. A faith based early childhood education program in any Congregation is an asset to both the Congregation and the community at large.

Mr. Shafra commented that Congregation Beth Tikvah serves an important community need as the only Jewish Congregation in this part of the city. They love being in Worthington. They are proud of their deep integration into this community. They think that by having the only Jewish Congregation in northwest Columbus, Worthington demonstrates how welcoming and diverse it is. That is one of the reasons the city is an excellent place to live. They have observed numerous instances where professionals relocating to central Ohio actively consider and select Worthington because of the close proximity to Beth Tikvah. Religious institutions offer stability and moral values, gathering places for social neighborhood and community programs, and Beth Tikvah exists to serve and educate our members. Their first priority is education and their sole focus tonight is requesting the permission to apply to incorporate education for the youngest among us.

Mr. Shafra shared that today there are eleven churches and congregations within Worthington, four of the eleven provide similar early child care education programs. There are two additional pre-schools in Worthington and all six of these facilities abut R-10 zoned residential properties. None of them have had complaints to city police or city staff over disturbances, traffic, or other concerns in the past few years. He shared that besides these Worthington churches there is a Jewish faith based early childhood program providing services in a church on Smokey Row. That facility abuts residential properties as well. He would be happy to provide letters of support from neighbors of that program and the way that the existing program interacts with the neighborhood.

Mr. Shafra concluded by stating that the Congregation at Beth Tikvah has worked hard to be good neighbors. On a regular basis they cooperate with their neighbors on landscaping, the creation of the Olentangy overlay district, and the work collaborating with the OSU Airport. In addition the initiated discussions with their neighbors very early in this process to communicate their intentions and plans to incorporate their ideas and feedback. He thinks it is important to discuss two outcomes of these meetings.

1) The building modifications they would need to provide these educational functions are very reasonable. In fact, based on some of the preliminary drawings and layouts they presented, the neighbors they spoke with had few to no issues regarding the potential physical changes to their building, and size, scope or general look and feel.

2) As members may be aware, the most significant long term concern of many of their neighbors is the possible that they would seek to develop the back, the western most portion of their property or gain vehicular access to their site, which would result in access to the Shaker Square neighborhood. As a good faith gesture in conjunction with their desire to incorporate faith based childhood education they have offered to sell almost one acre from the back of
their property which would forever put those issues to rest. In fact they have entered into a contract and approved that contract by a Congregational vote with one of their neighbors to sell that land contingent on their gaining all final approvals to provide faith based early childhood education on site. This neighbor has committed to retaining the undeveloped nature of the land and will join it with their existing property. If approved this contract has as a Congregation to sell nearly a quarter of their land is a tremendous compromise on their part and he is confident that it shows their commitment to being good neighbors.

Mr. Shafra closed by stating that they seek to provide faith based early childhood education within their facility and in the research with the city staff they have asked the city to consider the most appropriate legal, or zoning means to allow them to provide these essential services. For that they entrust their rights to members of City Council, the Municipal Planning Commission, and the Worthington staff members who have worked so diligently with them in this process. Several other religious institutions already offer such benefits and they benefit the community while being good neighbors. They believe offering early childhood education at Beth Tikvah is a benefit to their congregation, neighborhood in the city and they are simply asking to have the same opportunity to do so. In addition, allowing Beth Tikvah to have this benefit will create several jobs in the city and nearly a quarter of their land becomes part of the tax base once sold. To that end they would be happy to work with the City in anyway necessary to best accomplish this positive step for them and the community.

Mr. Shafra closed by quoting Reverend Piermont from Worthington Presbyterian Church, “our preschool contributes substantially to the livability of Worthington, which is the key to the future wellbeing of our community. To have Congregation Beth Tikvah join in the project of faith based preschool could only increase our attractiveness as a city and our strength in neighborliness.”

Mr. Myers asked Mr. Shafra if he supports adoption of the Ordinance No. 13-2015 as amended tonight. Mr. Shafra replied that they really rely on the city staff to help them. Their request was to allow them to have a faith based early childhood program on site and they believe that this language allows them to apply through the conditional use process.

Mr. Myers asked if he supports the adoption of this ordinance this evening. Mr. Shafra replied that it is really their goal that they support so yes.

Mr. Norstrom commented that the testimony members have heard tonight is testimony he thinks they should be hearing at a future meeting potentially or that ARB and MPC will hear. He would like to ask members of the audience that if they are testifying on this topic it is the question that was just asked and that is whether or not you support the language change.
Bill Lhota, 838 Cambridge Ct.
Mr. Lhota shared that he and his wife absolutely supports the language as proposed

Gordon Reis, 824 Cambridge Ct.
Mr. Reis shared that he too supports this language and Beth Tikvah.

Michael Schaeffer, 830 Old Woods Rd, Columbus, Ohio
Mr. Schaeffer shared that also supports the ordinance.

Scott Whitlock, 6081 Olentangy River Road
Mr. Whitlock thanked staff and Mrs. Fox in their help to produce language that he believes accomplishes the intent of the recommendation to council by the Municipal Planning Commission. He believes that the language will permit Beth Tikvah or any other church in an R-10 district to apply for a co-located day care center. Will permit that to go to the MPC which will be authorized to consider both the use and any construction considering all the factors it normally hears and if appropriate setting any conditions under the ordinances that are appropriate. One difference that this does make is that it rules out a purely pecuniary transaction between a church and a commercial operator of a day care which simply rents the church in order to run a commercial day care that has no relationship to the mission of the church. That is not the purpose of Beth Tikvah. They are bringing in a responsible operator who he believes supports their mission and would clearly fit within this ordinance and clearly be able, he believes, to file an application with the MPC. He thanked council for the time spent on this.

Tom Groeneveld, 885 Middlebury Dr.
Mr. Groeneveld believes that historically the zoning commission established zoning district that did not allow day care centers or preschools in R-10 districts to protect the residential nature of R-10 districts. He believes other zoning districts do allow that and those are the things that should be approached by Congregation Beth Tikvah and that we don’t have to change the zoning ordinances of the city of Worthington to accommodate this.

David Williams, 878 Cambridge Ct.
Mr. Williams commented that he would like to speak as a professional educator in support of the motion. He moved to Worthington several years ago because of the values that it places on education and he thinks this motion adds to Worthington’s commitment to education for all of its citizens. He is fully in support of it.

Kimberly Nixon-Bell, 6077 Olentangy River Road
Ms. Nixon-Bell commented that her property abuts Beth Tikvah. She is here to say that she doesn’t think this is a good idea. She thinks basically what council is being asked to approve is to approve the establishment of a commercial business in a residential area. What we are looking at is a day care that will be running five days a week, eleven hours a day and fifty to fifty two weeks a year. She has been out of town which is why she and her husband have not been around to speak but they did write a letter to the MPC explaining their concerns. So she has not had much time to prepare for this evening. But when she
looked at full time day cares in the city of Worthington, they were in areas that were zoned C-2 with the exception of one. The other day cares are actually pre-schools or they are running part time. What that means is that the children are coming to them for only a portion of the day and that those particular programs are running on a school calendar.

Ms. Nixon-Bell shared that many have been to her home as it has been a part of tours for various reasons. You know what the setting looks like. You know that it is relatively private and that is exactly why they bought that property, because of the privacy that it offered them. What is going to happen with a day care is that each child is going to generate a minimum of four trips. Mr. Shafra is correct. He asked to meet with them and actually she invited the group to meet at her home on her deck. At that point in time the proposal before members was for twenty five children. That would mean there will be one hundred cars coming in one driveway, circling around, going by her home and then going out. But then what happened within a matter of weeks is that number went from twenty five to fifty. She understands that there have been discussions with other neighbors by representatives of the Temple that that number could go to 100. So we are talking about having a minimum of 400 cars that would be driving to drop children off or pick children up and then go off to their work. We also have to remember that there is staff that will be there and they will be there before the eleven hours or leaving after the eleven hours. Also she wasn’t here this winter but there were problems with snow removal that was happening in early hours. Members have to understand that the parking situation and the driveways for this particular parcel go behind homes so we are talking about people in their beds or they are downstairs maybe getting breakfast together and they have this snowplow that they had no idea was coming through to clear the parking lot. Now this was an exceptional winter but you have to understand that if we are going to be running a commercial business at this site from 7:00 in the morning to 6:00 at night snowplow removal will be a reality.

Ms. Nixon-Bell stated that it is not only for her particular property but what happens is there are four different churches right now or houses of worship in Worthington that a change like that is going to impact. She believes that to change the code like this is going to create problems within other neighborhoods. She believes that it is going to make it very difficult for residential neighborhoods to welcome any future conditional uses for what all it is going to bring with it. This brings a whole lot more to her than she ever bargained for as a neighbor. She wants members to know that she tries to be a good neighbor. She works with her neighbors. Like Mr. Shafra has said she has worked on landscaping and as you know she has worked for things like a sidewalk that everyone enjoys. She enjoys Worthington. She likes being a resident. She does not think that this adds to the value of their residential properties and she is very concerned that it will be a negative impact on her home as well as ten or twelve others in Shaker Square and her neighbors on Rau Lane.

Mr. Myers stated that many of the comments that Ms. Nixon-Bell brought forward can be addressed during the MPC process. He asked if that was correct. Mrs. Fox replied yes.
Mr. Myers commented that it would also include potentially capacity that could be one of the considerations, could it not? Mrs. Fox replied that one of the considerations is the size of the operation as it relates to the surrounding neighbors so the impact of the operation on the surrounding properties.

Mr. Myers stated that if he remembers reading correctly MPC would have the opportunity to request or require traffic studies, would they not? Mrs. Fox replied that she thinks that traffic will be one of the main considerations that they are going to want to hear about.

Dr. Chosy shared that traffic was one of his key issues and he has talked to Mrs. Fox about this. He questioned how much power MPC has to determine the disruption of the neighborhood. This has been added. He is not sure that was necessary before under certain circumstances so he thinks we do have significant control over what goes on there.

Mr. Anker, 6077 Olentangy River Road

Mr. Anker shared that he has lived at that address for thirty three to thirty four years. He reported that he had forwarded to Mrs. Fox alternative language to be put in this, one of the code sections that is being amended that would allow MPC to specifically limit the number of children within a day care because he thought that was the one factor that has a ripple effect. It affects everything. She declined to include it so it is not in the legislation but he wants to bring that to council’s attention because you showed it as a concern. They discussed it and that is where it was left. It is an option if members think that it is the extra help you need in giving the MPC clear authority to make that limit, he would suggest that members consider it.

Mr. Myers stated that just so we are clear, Mrs. Fox indicated to him that they have that authority without that expressed language. Mrs. Fox agreed that Mr. Bell forwarded some language to her and asked that there be an additional element for review by the MPC for this specific type of use. She shared that it was another subsection that said “for co-located child day care facilities they may consider the number of children”. She did decline to include that because she felt as if the elements that were already included would address that, not directly with a number because she thinks it is the impact on the facility and not the specific number. As she said in her example to Mr. Bell, fifty children may have no more of an impact than forty. There is also the issue of enforceability. If there are fifty two children one day and forty five the next how does that get enforced? So she thought that the MPC could look at it under the elements that are already there and we like to keep those elements kind of broadly stated because we have a wide variety of conditional uses that the MPC can consider. There are features under those elements that they can use. The size of the facility, the massing, the screening, the traffic, all of those elements impact the intensity of the use and the size of the use so while we may not be getting at an exact number, she thinks all of the other elements that the MPC looks at can affect how large that operation can actually be.
Mr. Myers commented that we have broad language that his concern would be more about singling out a specific entity. He shared that when he drafts statutes he is always concerned with equal protection issues and creating distinctions between different classes and we eliminate any of those issues but still give MPC that same authority. Mrs. Fox agreed.

Mr. Norstrom shared that his daughter attended a faith-based day care center. He thinks it is an important function of a religious facility and the fact that there are some religious facilities in the city that are not capable under our current zoning to do that, he thinks this is an appropriate change. He added that he is not expressing an opinion one way or the other on a discussion about Beth Tikvah at this point.

Mr. Myers called the question.

There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 13-2015 (As Amended). The motion carried by the following vote:

Yes 7 Troper, Norstrom, Dorothy, Smith, Myers, Chosy, Michael

No 0

Ordinance No. 13-2015 (As Amended) was thereupon declared duly passed and is recorded in full in the appropriate record book.

NEW LEGISLATION TO BE INTRODUCED

Resolution No. 08-2015 Authorizing the Award of Re-emergent Corridor Assistance Program Funds to Help Improve Facility Exterior Facade and Streetscape Along Certain of the City’s Commercial Corridors (6300 Huntley Road).

Introduced by Mr. Myers.

MOTION Ms. Dorothy made a motion to adopt Resolution No. 08-2015. The motion was seconded by Mr. Troper.

Mr. Greeson shared that this is a ReCAP application. It has been reviewed and recommended by the Community Improvement Corporation. He invited Mr. Harris to briefly overview the application.

Mr. Harris shared that members have seen the layout of the ReCAP Program before. This is the sixth application under the program history. The program is unchanged from its inaugural back in 2014.
Mr. Harris reported that the application before members tonight is staff recommendation to approve $25,000 in ReCAP funding to 6300 Huntley Road, which is owned by Mrs. Marilyn E. Swisher. The CIC met on March 13th to review this application. Although there was no quorum at that meeting, there was a consensus among Board Members present that the application should move forward to council for approval.

Mr. Norstrom asked if the consensus means that there would have been enough vote to be a majority if there had been a quorum. Mr. Harris replied that there were four members present but it was a comfortable discussion. Ms. Michael commented that the answer would be yes from her opinion and she was at the meeting.

Mr. Harris commented that 6300 Huntley Road has been owned by Mrs. Marilyn Swisher and her husband since 1990. While her husband is now deceased, she has tended to and cared after this property with the help of her lawyer. The work proposed on this project includes:

Scope of Work

- Neighborhood Design center – recommended updates:
  - New concrete pad at the building entrance
  - Drain tile installation
  - Replacing the exterior trim
  - New awnings, including a steel or aluminum awning at the entrance
  - Repainting entire building exterior
  - Removing obsolete signage and an old maple tree along frontage

Mr. Harris shared pictures of the building in its current state. He added that the improvements to this building will be very nice. He shared renderings of the building after the proposed changes are complete. Of significant note that he wishes to share is that this is the first of what hopes to be many projects that were designed with the help of Neighborhood Design Center, which is the city of Columbus supported not for profit design firm to help with urban planning and space and site layout for small businesses within the region. We have engaged them for 2015 to help applicants understand the full power and scope that they could achieve under the ReCAP program. This is in direct response to suggestions that council made last year to say that you didn’t just want new landscaping and some paint. Give us more! This is an effort by staff to bring in an engaged firm to help us get more for the money.

- Timeline: June 30, 2015 completion
- Total estimated costs: $55,256.46
  - Two general contractor bids were received with sub-contractor bids also submitted.
- Request ReCAP assistance: $25,000.00

Mr. Harris concluded that the staff recommended and CIC members were in consensus that 75 points out of 100 points were earned by this application.
When asked by Dr. Chosy for an explanation about the points, Mr. Harris replied that there is a scoring sheet. CIC members go through each element of the application and grade it on terms of time completion, property use of funding (bang for the buck) and there are about four or five elements that we score it on that total up to 100 points. He added that 52 points are needed to be recommended for approval to council.

Dr. Chosy commented that the current bricks look awful. He asked if they are really going to update the bricks. Mr. Harris replied that the scope of work as well as the contractor bids, which the applicant has chosen Sullivan Builders as the contractor which is a Worthington firm that is located on Proprietors Rd. The Sullivan Builders bid included full brick painting across the entire exterior of the building.

Dr. Chosy asked about the post located on the front right side. Mr. Harris stated that he doesn’t know if that was a drain pipe or what have you. Members will notice that it was removed on the new and improved version.

Mr. Myers asked if Loeb was considering other locations before this. Mr. Harris confirmed that they were. He added that one of the elements that he likes about this is that staff had driven around last summer and saw buildings that we thought could benefit and he sent out letters blindly. Mrs. Swisher actually called back and shared that she would be interested and by the way, Loeb has been talking to her that if they don’t get the building improved they want to move. So he is actually thrilled to bring this to council tonight.

Mr. Myers concluded that this is really more than just an aesthetic improvement. It is retaining a business. Mr. Harris agreed. He added that it is also getting more bang for the buck in terms of the design output using the help of NDC.

Dr. Chosy asked if they were going to make improvements inside as well. Mr. Harris replied that this is only for outside work. He is not aware of any improvements to the inside.

Mr. Norstrom asked if there is anything that prohibits us from encouraging or providing bonuses when Worthington contractors are selected for the job. Mr. Harris replied that it is not written into the program. We could do that in a “soft” way. By that he means that Mrs. Swisher had asked who she should talk to and in his role he is often asked referral questions like that and he always gives out at least three names. So in this case they were one of the names that he provided. She then on her own, with her lawyer’s help reached out to all three and Sullivan came back and she had enjoyed them.

Mr. Myers asked if it would be something we could even incorporate into the scoring process. Mr. Harris replied that one of the elements that you score on is dedication or commitment to the overall community. We could actually include that type of metric into the analysis.
Ms. Dorothy commented that the Neighborhood Design Center was from grant money. She asked how they got involved. Mr. Harris replied that we have a $10,000 engagement for 2015 with Neighborhood Design Center. It is paid for out of the ReCAP Program but we did get a $10,000 grant from AEP under their LEAP program for 2015. We have not done the fiscal task of making one pay for the other but it is in the overall kitty.

Ms. Dorothy shared that another Worthington connection for that is resident Isabela Gould. She asked if she is the director of NDC. Mr. Harris agreed that she is. So as of January 1 she is the new Executive Director. She is thrilled to be working with us on this project.

There being no additional comments, the motion to adopt Resolution No. 08-2015 carried unanimously by a voice vote.

Resolution No. 09-2015 Establishing Stand Up for Transportation Day (A National Transportation Infrastructure Day) in Worthington on April 9, 2015.

Introduced by Mr. Norstrom.

MOTION Mr. Smith made a motion to adopt Resolution No. 09-2015. The motion was seconded by Dr. Chosy.

Ms. Dorothy asked why the city is considering a resolution this year. She asked if it is something we have done before. Mr. Greeson replied because the city was asked by COTA to adopt this. He believes they have also asked other jurisdictions. They and many other people are advocating for passage of a comprehensive transportation bill. They in particular are interested in multi-modal transportation and want to voice support for public transportation infrastructure as part of that federal bill if it ever gets done. Staff didn’t see that inconsistent with the city of Worthington’s plans or goals and felt comfortable bringing it forward to council.

Ms. Dorothy stated that it is just for April 9, 2015. Mr. Greeson agreed.

Mr. Norstrom shared that this is a national program various public transportation associations is encouraging. Ms. Michael added that this is good national recognition to congress about the importance of transportation and the infrastructure needed for it.

There being no additional comments, the motion to adopt Resolution No. 09-2015 carried unanimously by a voice vote.

Ordinance No. 14-2015 Declaring a Sanitary Sewer Easement over a Portion of the City’s Property Located Within Linworth Park at 6087 Linworth Road.

Introduced by Mr. Myers.
Ordinance No. 15-2015

Amending Ordinance No. 40-2014 (As Amended) to Adjust the Annual Budget by Providing for An Appropriation from the General Fund Unappropriated Balance.

Introduced by Ms. Dorothy.

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

REPORTS OF CITY OFFICIALS

Policy Item(s)

- Set Public Hearing - Ordinance No. 11-2015

Ms. Michael shared that this ordinance is the re-zoning of the Sharon Square property to allow for a food establishment. Mrs. Fox added that it will rezone from C-1 to C-2.

MOTION

Mr. Troper made a motion to set Public Hearing for Ordinance No. 11-2015 for the April 20, 2015 City Council meeting. The motion was seconded by Mr. Norstrom.

The motion carried unanimously by a voice vote.

Dr. Chosy asked if the re-zoning included the parking lot to the rear of the property. Mrs. Fox replied that there is a parcel where the building is and there is parking in the front. Then there is a parking lot to the rear. It does not include that rear lot. Mr. Brown agreed. He added that it is a separate parcel and it is zoned R-10 to provide more protection as it goes into the neighborhood.

Dr. Chosy stated that parking is allowed in that lot. Mr. Myers confirmed that it was part of the application. We included those spaces as part of the application, did we not? Mr. Brown replied that the only thing that went to MPC we just the parcel on the southeast corner of Selby and High St. East of the alleyway was not included as part of the rezoning request. It is just the parcels that are currently zoned C-1.

REPORTS OF COUNCIL MEMBERS

Mr. Smith shared that he attended last week’s MORPC event and had an enjoyable time. He thought the speaker was very good.

Mr. Smith also thanked staff for the WiFi connection in City Council Chambers.

Ms. Dorothy shared that she attended the Easter egg hunt in Colonial Hills and members of the Police Department made an appearance and provided goodies. It was unexpected
and much appreciated by the community. They appreciate the community outreach by the Police Department for the neighborhood event.

Mr. Troper shared that there will be a twenty four hour lacrosse volunteer tournament fundraiser that his wife is helping with at Thomas Worthington High School July 10th and July 11th. He shared postcards about the event.

Ms. Michael commented that she thought the MORPC annual meeting/luncheon was wonderful. She agreed that the keynote speaker was wonderful. Mr. Greeson shared that his name is Jeff Tumlin. Ms. Michael would like a video of his presentation as it would be perfect for the bicycle/pedestrian committee when we get it set up. It was just terrific when he was talking about how to develop things to avoid congestion.

EXECUTIVE SESSION

MOTION  Mr. Smith made a motion to meet in Executive Session to discuss land acquisition and Board and Commission appointments. The motion was seconded by Dr. Chosy.

The motion carried by the following voice vote:

Yes  7  Dorothy, Myers, Troper, Norstrom, Smith, Chosy, Michael

No  0

The motion carried unanimously by a voice vote.

Council recessed at 9:37 p.m. from the Regular meeting session.

ADJOURNMENT

MOTION  Mr. Myers made a motion to return to open session at 9:55 p.m and adjourn.

The motion carried unanimously by a voice vote.

President Michael declared the meeting adjourned.

____________________________________
Clerk of Council

APPROVED by the City Council, this 4th day of May, 2015.

_______________________________
Council President
Meeting Minutes

Monday, April 13, 2015 ~ 7:30 P.M.

Louis J. R. Goorey Worthington Municipal Building
John P. Coleman Council Chamber
6550 North High Street
Worthington, Ohio 43085

City Council

Bonnie D. Michael, President
Robert F. Chosy, President Pro-Tempore
Rachael Dorothy
Scott Myers
David M. Norstrom
Douglas Smith
Michael C. Troper

D. Kay Thress, Clerk of Council
CALL TO ORDER – Roll Call, Pledge of Allegiance

Worthington City Council met in Regular Session on Monday, April 13, 2015, in the John P. Coleman Council Chambers of the Louis J.R. Goorey Worthington Municipal Building, 6550 North High Street, Worthington, Ohio. President Michael called the meeting to order at or about 7:30 P.M.

Ms. Michael appointed Tanya Maria Word as Temporary Clerk of Council for this evening’s meeting.

**Members Present:** Robert F. Chosy, Rachael R. Dorothy, Scott Myers, David Norstrom, Douglas K. Smith, Michael C. Troper, and Bonnie D. Michael.

**Also present:** Deputy Clerk of Council Tanya Maria Word, City Manager Matthew Greeson, Director of Law Pamela Fox, Assistant City Manager Robyn Stewart, City Engineer William Watterson, Director of Parks and Recreation Darren Hurley, Director of Planning and Building Lee Brown, Chief of Police James Mosic, and Chief of Fire Scott Highley

There were 75 visitors present.

*President Michael invited those in attendance to stand and join in the recitation of the Pledge of Allegiance.*

*President Michael commented that she understands that this topic is a very emotional and very sensitive issue that has a great deal of meaning to many people in our community. As many people as I’ve seen letters in favor of a pocket park, I’ve seen every bit as many people who have come up and opposed the pocket park. It is Council’s intention to provide an opportunity for the discussion of all the issues in an open and respectful manner; with that being said, the hallmark of our community has been civility and respect; I ask that everyone would honor our tradition of being civil and not having any negative or derogatory remarks made about any individual or any bodies of individuals like Municipal Planning Commission or City Council or something like that. She asked that people treat everybody with respect and that the comments focus on the issues. If derogatory remarks are made towards others, she will ask those making the comments to be sitting until they can come back and talk with respect for everybody. With that, she thinks we can bring this together in a way that is positive for everybody.*

*Ms. Michael shared that the order for the public hearing on this ordinance is as follows:* 

1) Presentation from Staff  
2) Questions from City Council  
3) Public Comments  
4) Council discussion
Ms. Michael advised since a lot of people are going to have repetitive things to say, that you limit the repetition; otherwise we’re going to have to ask people to be a little bit briefer. I don’t really like to limit anybody, but if you’re saying the same thing that the other person has said, just maybe do a short sentence or two because we have read all of the letters that have come in and we have actually listened to people when they have talked to us. She wants to make sure that the process is done in an orderly fashion. She asked Mr. Greeson to move this topic forward.

REPORTS OF CITY OFFICIALS

Policy Item(s)

Consideration of Land Purchase for Park – 49 E. New England Avenue

Mr. Greeson presented the following PowerPoint presentation.
Agenda:
1) Staff Presentation
2) Public Comment
3) City Council Deliberation and Direction

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3) City Council Deliberation and Direction

What direction is needed?

**Consider the following motion:**

Authorize the City Manager to execute a non-binding Letter of Intent (LOI) for acquisition of the subject property substantially consistent with the Term Sheet.
The purpose of briefly talking about the approved development is to clearly outline what will happen, meaning what has been approved to be constructed, if we decide not pursue a pocket park. This helps frame the options for the future of the property in question.

In terms of site characteristics, we will talk about size, trees, and the physical characteristics of the site and show photography.

The acquisition costs are basically a review of the Term Sheet – what terms and conditions the Showe’s will sell the property to the City of Worthington.

We will cover the development estimates for two different scenarios and estimates annual maintenance costs. We will say now that these are very preliminary and not based on any firm design or community process that might lead to different development options. Best guess at this time with what information we have.

And then we had a variety of questions from Council members that we will seek to cover. Things like: How would it be paid for; Do we need an additional park or what does our ICMA performance management data show; where are we on our playground and park improvement cycle; are grant funds available; can we receive donations to help pay for the costs and how does that work?
• Existing R-10 (Single Family) zoning changed to Planned Unit Development (PUD)
• Approved PUD authorizes the construction of a 2,230 sq. ft. two-story single unit condominium with a rear-loaded attached two-car garage

This is the subject area; you’re looking just east of the intersection of New England and High.
The area under consideration this evening is to the east of the red square and it shaded (a pink or reddish color) and represents the area east of the drive access to the United Methodist Church parking lot and where the single unit was approved.

This is the existing Masonic buildings that front High Street and this is the approved landscaping plan.
Moving a little to the east you see the drive access in the middle and that is the drive access to the United Methodist Parking lot. New England is to the north, on the left hand side which is west there are two approved condominiums as well as garages for the development which are just to the south. If you move to the east or the right hand side of the drive access looking at this picture, you will see the subject of our conversation tonight which is the land east of the drive access and a landscape plan and a depiction of the proposed single family unit.

Overall site plan
High Street Frontage

This is a picture looking from New England and High back towards the development to the East; and you see the two approved condos on the west side of the drive access behind Dewey’s.
This is looking to the north and the west from the United Methodist Church lot…you see the garages, one of the Masonic buildings as well as the two approved condominiums that are on the west side of the drive access.

These are renderings digitally imaged of what the buildings would look like. This is from across the street; this is on the north side of New England Avenue, just barely east of the parking lot drive access. The blue-grey building that is on the left hand side of the picture is what is approved to be built if we don’t acquire the property.
Site Characteristics and Appraisal

- 49 East New England Avenue
- Approximately 48 x 135 feet
- 6,480 square feet
- Land Appraisers Report from Columbus Appraisal Company estimates value at $100,000

Tree Condition

- Bradford Pear Trees – poor conditions, planned for removal
- Evergreen Trees – okay conditions, planned to stay
- Hackberry Tree – good condition, should be protected
- Scrub Material, Honey Locusts – minimal value, may require clean up
**Acquisition Terms**

- Enter into Letter of Intent (LOI)
- Purchase and Sale Agreement (PSA) within 30 days
- 30 day due diligence period after entering into PSA
- $150,000
- Buyer to cover costs for deed preparation, amended plat, survey and legal description
- Buyer to install plaque or memoriam
- No parking or commercial enterprises

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**Conceptual Plan A**

***Designed by our own Shawn Daugherty at my request. This is what I would call a more informal example with mandarin path through the property; some benches that might be of contemplative space and it’s not as formal or structured as a design scenario.***
The Citizens for Historic Worthington also had a landscape architect that developed a color rendering of a very attractive park. In this case it represents another good example of how you could approach this piece of property; every piece of property turned into a park has different paths you can take; in this case it’s more formal, English garden type example and has more formal features like a fountain and organized landscaping. I think they are both two pretty good examples of how we can approach this piece of property if acquired.
City Council    Meeting Minutes               April 13, 2015

Development and Maintenance Estimates

Citizen's for Historic Worthington Conceptual Drawing Estimates

**Construction Costs - $72,050**
- Irrigation upgrades - $2,000
- Landscaping upgrades/signage - $13,000
- Sidewalk installation - $25,000
- Bench, pad, fountain, gate & columns, play area, history walk, etc. - $25,000
- Trash Can - $500
- Contingency - $6,550

**Annual Maintenance - $3,900**
- Mowing - $1,100
- Misc (snow removal, irrigation repair, trash removal, etc) - $500
- Tree Work - $2,300

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**Additional Questions**

- How would it be funded?
- How do we compare to others with park facilities? What does the ICMA Performance Management data show?
- Where are we on our playground and park improvement cycle?
- Are grant funds available? ODNR Natureworks grant?
- Can we receive donations to help pay for costs? How does this work?
Additional Questions

• How would it be funded?
  − City pays for acquisition and development of parklands through its Capital Improvements Program (CIP): 20% of income tax revenues annually
  − 5 year plan
  − Not currently planned or funds appropriated
  − Need to appropriate funds from the unappropriated fund balance (reserves) in the CIP
  − Projected 2015 reserves = $4,156,657 (below 2015 target of $4,439,674)

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Additional Questions

• How do we compare? What does the ICMA Performance Management data show?

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Additional Questions

• Where are we on our playground and park improvement cycle?
  – Five projects have been identified but not funded in the 2015-2019 Capital Improvements Program
    • McCord Park Renovations ($400,000 – 750,000)
    • East Granville Road Park Playground ($150,000)
    • Selby Shelter House Renovations or Replacement ($250,000)
    • Shaker Square Park Playground Replacement ($150,000)
    • Extension of Wilson Bridge Trail to McCord Park ($750,000)
  – At current funding level, City is falling behind in the replacement of our urban forest
  – Numerous bike and pedestrian projects have been identified but not yet prioritized and funded

Additional Questions

• Are grant funds available? ODNR NatureWorks grant?
  – Grant funds could be available
  – NatureWorks Grant
    • 75% reimbursement
    • $264,000 available for Franklin County
    • Purpose: Acquisition or development of public outdoor recreation or recreation support facilities
    • Must be fully ADA compliant
    • Would also be a fit for other uses in Worthington, such as acquiring land for trail facilities
Additional Questions

• Can we receive donations to help pay for costs? How does this work?
  – As a political subdivision of the State of Ohio, the City of Worthington can receive tax-exempt donations
  – The City receives donations from a variety of sources
  – Donations for the park can be placed in the Special Parks Fund and utilized for the park

Next Steps

• If motion passes, the following will need to occur:
  – Prepare and execute LOI, discuss Purchase and Sale contract
  – Additional due diligence
  – Survey and subdivision documents
  – Approval of ordinances authorizing:
    • Purchase and sale agreement
    • Appropriation of funds

• If motion fails, development can move forward as approved.
Consider the following motion:

Authorize the City Manager to execute a non-binding Letter of Intent (LOI) for acquisition of the subject property substantially consistent with the Term Sheet.

Questions From Council:

Scott Myers: You put a slide up earlier outlining some park priorities and those were wishlist items above and beyond what’s already been appropriated on the standard maintenance cycle, is this correct.

Matt Greeson: Correct. I’m not sure I would define them as wishlist items, somehow I passed that. They are things we’ve identified as part of a plan like the Wilson Bridge Road trails; part of the Wilson Bridge Road Corridor; is it a necessity, no.

Scott Myers: My point is that we are already on a maintenance cycle for all of our parks.

Matt Greeson: That is right and so a couple of these would fall more into that category, we’ve been trying to replace playgrounds in reasonable increments as equipment ages; there are a couple of these items on the list. East Granville and Shaker Square that would be the early 1990s version of the playgrounds.

Scott Myers: We actually had a discussion earlier this year where we agreed to borrow money to get that cycle caught back up.

Matt Greeson: Things like the Selby Shelter House would be both a need and a want. There are some necessary expenditures to make on that building if we’re going to continue to use it the way want to use it.
Bonnie Michael: Yes there was memo that we saw today that said this is a summary of, and if I remember right, the memo also mentioned that McCord Park is a push back, we were hoping to do the renovation of McCord Park this year and that’s being moved back. Heischman Park got moved back a couple of years because of not having sufficient Capital Improvement Funds, is that correct.

Matt Greeson: Heischman Park we decided to bond this year, so next year; so it got pushed out and moved back up because we moved it into the bonding cycle. I suspect this list will change as we move through the planning process and then it will be measured against reality when we go through the Capital Improvement funding process.

Rachael Dorothy: How did we get to the PUD; the original zoning for this lot had several different zoning categories. Is that correct.

Matt Greeson: It did. The property on each side of the drive access had a split zoning; if you ignore the drive access, and just think of an imaginary line there. One side it was zoned AR-4.5 which is a multi-family designation that would allow for a couple of units on the west side and then on the east side of that, it was zoned R-10 and there you can see it. (on the aerial you see the reverse L-shaped AR-4.5 and then the R-10 which is a single family designation.

So the density approved in the PUD is consistent with the original zoning, had they come through the process doing what we call straight zoning without us encouraging a PUD to help make sure everything was considered as a comprehensive development rather than as individual pieces, then they would have been eligible for a unit on the R-10 and two on the AR-4.5, but that would have also required probably the Board of Zoning Appeals to approve some variances for lot coverage and things like that.

Rachael Dorothy: Currently the access we have to the parking lot, that’s not zoned that way, is there any easement or right-of-way access that is legal.

Matt Greeson: I’m going to ask Mrs. Fox to reply to that question.

Pam Fox: Today there is nothing currently in place to allow for public access through there; however, we have been talking with the Showe’s, and as part of the PUD development process we are going to be asking Council to approve a lease agreement substantially similar coterminous type of lease that we have the Methodist Church parking lot.

Matt Greeson: So one of the outcomes of all of this is that we will have a structured relationship for that drive access.

Comments From The Public:

Mary & Brian Arthmire, 189 Franklin Ave., commented I'm in favor of a pocket park in downtown Worthington. We walk downtown for dinners, ice cream, and the farmer’s market
often when the weather is nice. We have two little girls so we've often done picnic dinners on The Green since eating in a restaurant with little ones can sometimes be challenging. While The Greens has the space, it is loud since it’s right on the street. There are a lot of great shops for adults downtown but not really anywhere for kids to play.

If the city buys the pocket park and develops it, to something more, there are a few potentials as to how I see it being used. For my family, it’d be a great place for our picnic dinners. After shopping at the farmers’ market, my kids want to eat the food and it could be a nice, out of the way, place to sit. I would think visitors to Worthington may also use it for the same since the primary parking area is back that way.

Whenever I have new coworkers who are relocating to the Columbus area, I tell them about why I love Worthington. One thing I’ve always stated is that what you see is what you get with Worthington. It’s not really changing in style, density, or traffic. If you like what you see, move on in! However, with big projects like the condos, I worry about what the city may become. I do not want to see the area become denser with buildings, resulting in lost green spaces. Please purchase the pocket park.

**Peggy Barnum**, 120 W. Clearview Ave., explained that the pocket park would benefit all of the residents of Worthington. It’s a small consolation for the destruction to Worthington greenspace and historical relics you have already approved. It’s regrettable construction continues to diminish what used to be a nice little town. This body has already ruined my neighborhood by approving an illegal lot split and allowing a build of cheap too large house on a too small lot; we can’t let that continue. At least a little green space could be preserved this well.

**Michael Bates**, 6560 Evening St., stated I’m not opposed a pocket park or greenspace, but what I am opposed to is the City purchasing the property for that use. I don’t believe at this point with all the projects and initiatives that the City has underway, that spending $150,000 for a very limited use is worth tax money.

**Tim Fisher**, 175 New England Ave., commented I have lived in Worthington my entire life and I walk by that area all the time. I’m in favor of the pocket park, I think it would be a great opportunity for the people to enjoy here in Worthington. I would like to see it preserved. I think it would be a great opportunity if we could allow this to happen; it would be a great place for people to relax and bring their children and enjoy the scenery. I would appreciate it if the City would strongly consider purchasing the property as a pocket park.

**Jim Keller**, 670 Morning St., shared that I think the pocket park that is being proposed would be a hidden gem in Worthington with one correction that it would be far from hidden; it’s right adjacent to our downtown, it would get heavy foot traffic every time the weather is nice and there’s a farmer’s market on High Street, so it would be a wonderful compliment to the downtown area.
I was astounded that Olde Worthington Business Association which I just recently learned didn’t see the benefits.

**Peter Kleinhenz**, 634 Morning St., stated City Council Members, thanks for giving me the chance to voice my support for building a small park on East New England in place of another condominium unit.

My wife and I moved to Old Worthington three years ago and with a two year old daughter and another child on the way, we plan to stay for a long time raising our children here. I suspect we are like many other young couples in the community, whom were attracted to live here because of the community's pleasant balance between green spaces with mature trees and a vibrant downtown with historic charm. We feel it is very important to maintain this balance and fear that overbuilding could jeopardize this.

My wife and I do support the concept of economic development to keep our downtown vibrant and to attract future young families. We just feel it needs to be done with significant consideration for maintaining balance and historic integrity. We feel that maintaining this green space as a pocket park will help provide this balance to the overall Showe project. We hope you view my family as an example of the young families that are new to the community, or those families who are currently considering Worthington as their future home and are choosing to live here for similar reasons.

**Natalie McCarthy**, 100 E. New England, indicted we are a young family and though we are new to Worthington, we have adopted it as our home.

We are young professionals who moved here from the dense and developed Short North for more space and a family atmosphere.

Our goal in supporting the park and contributing to its development is to help ensure the preservation of the historic charm of the downtown we fell in love with, which is only 2 blocks from where we live.

We think the park will help create the needed balance between the charm of our downtown and the dense development that is about to engulf it.

With that said, my husband and I, along with other members of this audience are ready to partner with you in the development of this park.

We are ready to write checks and donate $25,000.00 to this cause and are committed along with the CHW (Citizens for Historic Worthington) to raise $10,000.00 more if that is what is needed to make this park a reality.

All we need is your yes vote to move forward. Thank you for your time.
Jamie Moore, P.O. Box 534, stated I am here on behalf of the Old Worthington Business Association now called the Old Worthington Partnership.

The Old Worthington Business Association would like to thank you for the thoughtful leadership over the past few months regarding the Showe Development(s) and your commitment to the long-term health, growth and progress for our historic downtown.

With that in mind, we have concerns regarding the recent discussion of the public purchase of the vacant lot on East New England Avenue that is part of the proposed Showe Development, (currently planned for one townhouse unit) to be used as a “pocket park.” The Old Worthington Business Association does not support the use of this valuable land as a pocket park.

To be successful, pocket parks need to be intentionally and thoughtfully located – not just placed on left-over land. They need to activate space and contribute to downtown vibrancy. This location only makes sense if it is fronted on by active uses – not attached to a residential side or back yard. We are concerned that the interest in a pocket park in this location is not because of any identified or pressing need for a park, but to prevent development of a residentially zoned lot. We believe this parcel should be developed to contribute to the City of Worthington.

For pocket parks to be successful they must be additive to the community. They must be programmed with intention, functionally designed, appropriately funded, well-constructed and beautifully maintained. We are unaware of specific thought or intention beyond the initial purchase regarding the use of this land. We must ask ourselves, “What would this pocket park be used for?” and “What is its benefit to the community as a whole?” To activate the space, should it be used as a children’s playground, a dog park for downtown residents, a community garden, or some other functional use? Would the desired use be most appropriate in this location? In our opinion, the needed use for a pocket park on this site must be identified, strongly considered and supported by the entire community prior to purchase. And even with an identified desired use, this site should be evaluated with other potential locations, and other publically funded priorities.

We all know that the cost of new parkland does not start and stop at the initial purchase of property. We understand this is an unforeseen potential purchase for the City of Worthington and funding for the purchase would either have to come from the city’s capital improvement funds, dip into the reserve portion of the funds, or a project already planned for 2015 would have to be delayed or canceled. Besides the initial purchase price there are design and construction costs along with yearly maintenance costs. The Old Worthington Business Association does not feel that this is the most appropriate or strategic use of limited city funds at this time and location.

For the reasons outlined above, the Old Worthington Business Association cannot support the purchase of the vacant land on the south side of New England Street for use as a pocket
park. Worthington is fortunate to have an abundance of open greenspace set out as such in the original plot of our city. The four-quadrants at the heart of our city are well used, programmed and maintained greenspace that meet our needs and for which we are proud.

We respectfully submit the above thoughts and position for your consideration.

Ms. Michael asked Ms. Moore if she would let the audience know who the members of the Old Worthington Partnership are. Ms. Moore replied the Old Worthington Partnership is made up of 10 board members currently consisting mostly of Worthington residents and they represent residents as themselves; people who live, work, play and enjoy Worthington, we are certainly not a board of developers and real estate agents. We are a pretty round group representing the City of Worthington including the merchants.

John Reiger, 970 High St., shared I am a retired History professor from Ohio University who lives in the Toll Gate community behind the Orange Johnson house.

I am here this evening to urge you to support the presentation of the proposed pocket park green space on East New England Ave. If it not saved through purchase, then that area will be overcrowded with new buildings and the charm, beauty and historic identity of Old Worthington will be diminished. Isn’t it enough that condos have to be wedged into such a small space? Must the entire area of open space be developed?

Please support the safeguarding of Worthington’s Historic District by saving this small, but precious piece of land that already contains large trees and which would require only a minimum amount of maintenance.

Thank you for giving me this chance to speak.

David Robinson, 195 E. Dublin-Granville Rd., stated my wife Lorraine and I both grew up in Upper Arlington and wanted to move here to Worthington six years ago when we got married; although we appreciated very much growing up in Upper Arlington and getting the education we got, we fell in love with the Historic District here in Worthington and have only confirmed our move here throughout the years since we’ve been here.

I didn’t know what it was called when I first saw it in Upper Arlington, but I when it saw it, I knew I didn’t like it. It was large buildings being erected along Treemont Rd. and Lane Ave., I’ve since learned that it’s called New Urbanism and when I first saw it I thought it was just crazy that they were building those type of structures in Upper Arlington. It was totally out of character from the community I grew up in, I felt like it was someone’s brain child that just didn’t get what the Upper Arlington experience is all about.

So when I first heard of the Showe Development project being proposed and then got some visuals, I felt alarmed that the Historic District which as I see is the “golden goose” of Worthington; and incidentally the limitation Mr. Greeson of the analysis that you provided
was (and I know you all are Council people and you have to look to the whole City) and I understand that, but looking at averages and talking about the city as a whole misses the vital point that we’re talking about the Historic District. It’s a 4x4 very unique, special piece of property that’s on the National Register of Historic Places, we’re not talking about building condominiums at Wilson Bridge and 270; we’re talking about a unique piece of property from the age of Jefferson, so I not only feel that this is an incredible value and a responsibility to maintain for future generations, but it makes us different than any other community in central Ohio. It’s the “golden goose.

I thought we’re not going to kill the “golden goose” probably with a single shot or with a hatchet, we wouldn’t do that; but I think the “golden goose” we risk killing by plucking its feathers one by one through variances, split lots, new buildings; before you know it 5 or 10 years from now we don’t have a “golden goose”, and the very reason why supposedly we want to build buildings and have people move here, they’re not going to have a reason to move here, the goose is gone. It has to be protected absolutely and that is what I felt when I saw the development project proposed; the park in my mind is a way of salvaging some balance to the project; the project if it is fully developed will increase the impermeable area of the property from 40% to 60%, it’s a 50% increase of the impermeable area and this little bit of land is a way of introducing some balance, it’s that basic; it’s a way of introducing balance and my hope is that in listening to us tonight that we can also introduce some balance into the very process about how we got here in the first place and by that I mean, my experience with this project began in December when I went to an ARB meeting and heard citizens testifying and I felt like there was a glass wall between the citizens and those sitting on the dais; they made eloquent appeals and from what I could see ARB had already made their decision, it was not a public forum in the true sense of the word. If that was supposed to be democracy in action where the citizens have the ability to petition their elected officials and exercise their freedom of speech, it was not that.

Freedom of speech involves not only being able to say words but it also entails the power to be heard and to possibly have your thoughts translated into public policy, that was missing. Ms. Michael asked are you saying that people did not have a chance to state their thoughts and their views at Municipal Planning Commission meeting. Mr. Robinson replied that’s exactly what I’m not saying. Ms. Michael commented you said their thoughts at Municipal Planning Commission meeting did not agree with some of the ideas that was raised at the meeting. Mr. Robinson said that’s not what I’m saying.

Mr. Norstrom commented you have already have your mind made up that we don’t listen to the people. Mr. Robinson replied what I’m saying is that the decisions have been made before hand and outside of the public realm. Keep in mind that the developers had spoken with City staff for 10 months, almost 1 year before it became public in September, and I tell you, hats off to Sunny, Kay, Suzanne and Ellen four citizens that hustled up and in a matter of two weeks gathered by going door-to-door 137 signatures asking the Council to slow down and consider a different way of moving forward on this project. Now if those citizens and others had not fought tooth and nail every inch of the way, this project would have been
approved with little comment and genuine consideration from the public in the fall, I have no doubt about that.

My appeal to you is please introduce some balance into this process because it felt to me in December like it was being steam-rolled and since I’ve got engaged from what I have seen City staff talented, dedicated professionals non-the-less have been working largely to implement and expedite the development process. These are staff that ultimately answer to you and hopefully we as your constituents, you ultimately answer to us. I feel like our paid City staff actually has been working against us, it’s crazy, but it’s true. I mean I don’t know how many hours staff has spent trying to develop arguments in favor of the park that they have communicated to you versus how many hours have they spent developing arguments against the park. Ms. Michael commented to be honest we have not made any comment one way or the other, basically it has been here are the facts and we’ve asked for information on particular topics and costs and numbers, there has not been any recommendation one way or the other from City staff.

Mr. Robinson replied I understand they would not be that direct, nonetheless. Mr. Norstrom asked do you have anything else to contribute. Mr. Robinson replied I think I do. Mr. Norstrom commented anything new other than just repeating what you have repeated. Mr. Robinson shared one last thought a public park that is the preservation of green space to me seems very much in tune with where we as a society are going. By having a park in the heart of the historic district, a humble little pocket park it will be conveying to visitors that we get it, that green space is valuable in many ways that are not always measurable and that it reflects the value of the citizens. In closing please approve the park and let the citizens fund the development of it.

Lorraine Robinson, 195 E. Dublin-Granville Rd., shared if you were to see many of the existing public parks here in Worthington that we all enjoy today, at some point in that parks history decisions were made about that land between buildings or green space; and the question of how many parks in Worthington per resident or per square mile does not always provide an automatic answer. In my neighborhood Pingree Park and the E. Granville Park are within a stone throw of each other. I don’t know the detailed history of how either of these came about, but they each presented an opportunity for the City and the City wisely acquired these parcels and they’ve been what they are and they each offer something different.

A pocket park on E. New England would balance the new construction that is planned there and would indeed provide something the Village Green with its constant traffic does not. The City is in a position to protect what is unique and special about Worthington and take positive action when development threatens that uniqueness. If the Developer retains the plan we will see a condominium squeezed onto a too small lot. Fortunately the Developer is willing to sell and so the City should not miss this opportunity.
Gary Schmidt, 263 Franklin Ave., commented I’m not really against the park, however I am not sure it’s really needed. I like the urban infill plan proposed and approved by the Showe family, and we are lucky to have them as developer of the historic Lodge. We have to expect infill projects to occur in Worthington if we are going to grow as a community, and I think this project strikes a good balance between preservation and growth. While I am sympathetic about the desire of the direct adjacent neighbors to preserve open space, I’m okay with the pocket park provided the cost doesn’t take money out of the maintenance and improvements of existing public parks in town.

I would rather see the condos because they fill a need for new type of housing and meet Comp Plan. City has enough public open space in this part of town, and I would rather see us spend Park $$$ on improving existing parks.

Ellen Scherer, 112 E. New England Ave. shared that we residents, many of us supporters of CHW and OWA, welcome this discussion and consideration by the city to purchase the property at 49 E. New England Ave. as a small park to complement historic Worthington’s business and residential district placed on the National Register of Historic Places in 2010.

Evidence of the importance of this issue is clear and a matter of record since the community learned of the E. & W. New England Avenue project. Prompted by the size of the project we reacted to its mass and footprint overwhelming historic buildings & green space in the district. In support of a small park aka pocket park:

- 135 residents signed the original petition
- 155 residents supported the ThisWeek ad; 13 residents letters to the editor were printed.
- 64 people attended the 2 public forums held by Citizens for Historic Worthington.
- 50 letters, emails, calls were sent and made to the city favoring the park; 6 of those opposed the park.

These figures do not include the many emails sent to individual council members’ and the many conversations with city officials, nor the communications sent to them between mid-September and December 2014.

Hundreds of hours of work by dedicated citizens have been given to raise these questions. These are important questions for all communities and our decisions have far reaching effects on the quality of Worthington’s residential and economic life. Taking the long view, the purchase of the land for a park is a bargain.

Many residents have expressed a willingness and good faith commitment to raise park development funds. With a minimalist approach development costs and maintenance can be kept at a minimum. An example I’ll submit with these comments is the Benjamin Hanby Park, a very minimalist pocket park in a city to the northeast of us.
This relatively low cost pocket park is an investment in our community’s strengths; it's a sign of community vibrancy and smart planning. A small park in the historic district demands little of our infrastructure dollars, enriches the lives of those who visit, live and work here. It puts a stamp on our values.

In a timely manner, we ask and deserve a roll call vote from our City Council following the discussion and consideration of the park purchase.

Be For The Park, Vote For The Park! Thank you.

Suzanne Seals, 123 E. New England Ave., commented it just occurred to me when we talk about development, it always seems to be about buildings and I think a lot of here this evening would like for it to be about parks. I don’t think we could ever have too many parks, I understand it’s a financial issue, but in terms of quality of life and what we value in Worthington, I would like to see all of our neighborhoods be honored with parks and I think as our neighborhoods are increased and as the density increases it’s even more important that we have parks.

I can think of no more worthy use of that small piece of land, it’s called a leftover piece of land and I’m not quite sure why because the price on it is $150,000 and I don’t think that’s leftover. I think it’s a very valuable piece of land, I think it does a lot to create vibrancy in our community. Those of us who live close to Worthington we see what Market Days are like and it’s very crowded and as we have these additional condos being developed downtown, we definitely space where people can spread out. Along that line I want to stress again we’re not asking for this park for us, we’re asking for this park for the City of Worthington, that’s our Hallmark, that’s where people come and visit; and we want it to be a pleasant place that accommodates folks at any level, so this is not for those people who live in Old Worthington, this is for our City.

There are many benefits to a park:

Financial – I’ve read that property values go up when they are placed close to a park. I also know that in many cases a residence costs the city more than it pays in taxes, so if we don’t have a condo there we save a little bit of money perhaps.

Sociological – A green space with benches and picnic tables invites friends, and family to gather and relax; it will be a place where people can rest, relax, visit – all contributing to a welcoming environment in Historic Worthington.

Physical and Environmental – We’re losing 10-15 trees, maybe 15-20 on the Snow House lot, so by giving us some green space where we can let a canopy of trees grow, I think we begin to maybe preserve some of what is so valued in Worthington.
We have spoken about Worthington being on the National Register of Historic Places, we need to honor that, we need to protect that; that’s valuable for the businesses, that’s what brings people here. We need to honor our tradition of green space and canopies of trees, we need to keep our downtown beautiful and walkable. It just occurred to me that walkable doesn’t mean just having sidewalks, it means there is something to see.

As a family there are often opportunities to do something or buy something that we didn’t plan on or we didn’t have in our budget and we think Oh no, this was not planned, can we do this. I think flexibility is really valuable in providing an opportunity that you didn’t expect and I would hope that City Council and the City can see their way clear to seize this moment and make some changes in the budget to purchase the park; as we’ve said the citizens are ready to develop the park.

**Jim Seals**, 123 E. New England Ave., commented as my wife Suzanne was walking by me, she said “be nice.” So I’m just going to say I don’t think I can improve on anything she said. Thank you for your time.

**Kathy Moran**, 124 Hampshire Cove, Painesville, Ohio, indicated I am a Landscape Architect for Yard Master of Columbus; I was raised 15 minutes from Worthington and I spent Saturdays at the Worthington Library and of course virtually every Saturday at Worthington Hardware with my Dad; and so I do understand and know this community and have an appreciation for it. As a Landscape Architect I was asked by Tim McCarthy to give a small opinion about what’s going on here.

Such eloquent speakers have spoken this evening there is very little for me to add, other than I have done many community parks, pocket parks and they really do tend to bring the community together. It’s not also a great place to play and a destination for various activities, but it’s a wonderful educational experience for sustainable education for children. It’s literally a breath of fresh to get a pocket park in a community.

Kay Warren, 6657 Evening Street, commented I think those of us who live in Worthington and Old Worthington have really valued the uniqueness of our community. We love the beauty and the green space; and I think we want to try preserve that for our children, grandchildren and future generations. Once you lose something you don’t get it back and I think that’s what a lot of us are really concerned about here.

I don’t if you’re familiar with the book “The Lorax” by Dr. Sesuss, but maybe we have a lesson we can learn from that book, because at first they cut down one tree, then another, and another and pretty soon there were no trees left; and once they’re gone, they are gone. So I think maybe I want to give the last word to Dr. Sesuss. “But now,” says the Once-ler, “Now that you’re here, the word of the Lorax seems perfectly clear. UNLESS someone like you cares a whole awful lot, nothing is going to get better. It’s not.”
Tim Strawn, 5938 Tetlin Field Dr., New Albany, Ohio, stated I am a member of New England Lodge #4 and a past Master of that organization and chairman of the committee which has been addressing unfortunately our need to sale our very historic property. You may recall I spoke to City Council on the occasion of the consideration of the original Ordinance; and I really stand here tonight with two purposes: (1) to commend you and (2) to ask you a very simple question or leave a thought with you; I certainly want to reflect the comments that were in the ad that we placed in The Worthington News last Thursday and thank the Municipal Planning Commission and the Architectural Review Board and the City for it’s very thoughtful considerate deliberate review of the Showe proposal. We’re proud to have found the Showe’s right here in Worthington and to partner to help us maintain and preserve the history that our building reflects and our proper place in this community as its oldest organization.

Mr. Strawn explained we’re proud to have found the Showe’s right here in Worthington and to partner with to help us maintain and preserve the history that our building reflects. We are very proud of the Lodge’s history and the way that it is closely intertwined with this city’s history. The same names: Kilbourne, Griswold, Burtles and others that are important in the Mason’s history are important in Worthington’s history. They gave their lodge guidance and structure in its early days just as they did the same for Worthington. They are proud that they are the first and oldest organization in Worthington and because of that distinction that they led the community’s Bicentennial Parade in 2003. They are proud that their historic temple was one of the first significant buildings in the center of town and that it remains today an icon in this city. They are proud that over the years they have been integrally involved in the city’s life, its growth and development, and have been a good a worthy corporate citizen. Thus today they are also proud that they have found right here at home, in Worthington, a developer worthy of their selection to respectfully and creatively repurpose their properties, especially their historic temple with genuine concern for its history, fraternally significant recognition as the oldest continuously operating Masonic Temple west of the Alleghany Mountains, just as their lodge holds that same distinction among Masonic Lodges and iconic meaning to the community.

As I mentioned in January, I would reflect that we find it somewhat interesting about the development of this interest in the parcel being referred to as a pocket park, which by the way we never considered it extraneous or left over land. Mr. Strawn reiterated that they are very proud that after nearly eighteen months of showing their property to nearly twenty different perspective buyers they have entered into a purchase agreement for their property with the Showe organization. By the way, just so members know, virtually all of those other potential buyers would have proposed to blacktop all of the green space existing on their property, including the area east of the driveway recently discussed as a possible “pocket park”. Further, they find it interesting that all of a sudden there is such an interest in this small piece of property as well as the property known as 41 East New England when since at least 2000 and probably long before, according to both men who have served as the chief operating officer of our grand lodge during that time, not one person ever inquired of our grand lodge when it occupied the building at 634 High St. if the green space property behind
the lodge, which it owned, including the lot east of the driveway could be used for any kind of recreational activity, event or just play.

So I wonder if we weren’t in the position that we’re in and had to sell our beloved property would this even be an issue unless we take the Old Worthington’s Partnership point of intentionality for a park which is very reasonable; I would think our Director of Parks and Recreation would understand intentionality in the design of parks; if weren’t selling the property would we even be considering this question.

Jo Rodgers, 575 Evening Street, stated we don’t need a pocket park, but we don’t need the Village Green either and can you imagine Worthington without the Village Green. As far as the intentionality of the park, one thing that has not been brought up tonight and I think is worth considering is the property across the street adjacent to the alley. You all are very well aware of the issues with that property, with the deterioration of that property because people don’t want to live on that property because it’s right on top of that alley. This property, this lot is an exceptional buffer and I think in the long run so that we don’t face the issue that we’re having across the street with what to do with that property that nobody really wants to live in that’s falling apart now; having a pocket park in that area would be a blessing in many ways.

A pocket park or park is like art, you don’t need it, but life just isn’t the same without it. I encourage you to do what you can to seize this moment; it came by surprise we didn’t budget it, but find a way to be bold enough to seize this moment and bring in this pocket park.

Ellen Scherer commented I’ve heard that question before that people have gone by that grassy place for all these years and not said anything, well that’s because we’ve enjoyed it. We’ve enjoyed seeing the green grass. The reason why nobody has probably had a picnic there is because there’s chain link around it and it was private property, but we’ve enjoyed seeing all these years. So your situation brought to our attention the loss of it.

Ned Alexander, 654 Hartford Street, shared I have lived at this address September of 1961 and I was in the Worthington area seven years prior to that. I consider the route from campus to Worthington as the scenic route and when I go home (if I’m on the scenic route) I turn to go the corners of New England and Hartford and make one block and then I’m home; but sometimes that’s a little bit sluggish, so to avoid the traffic I will go over to Howard or Orchard to pick up Hartford and go on home. I think the charm of Worthington is there on High Street, the flowering trees in the spring, the white lights on the trees, there is there so much charm there and I think the pocket park would enhance the charm.

Susie Kneedler, 263 Weyden Rd., stated I am in favor of the pocket park and think it will make a very nice addition to Worthington.

Ms. Michael explained I’m going to bring the discussion back to Council members; asked if Council members had any questions or comments. Mr. Smith commented I have a written
statement that I think summarizes what we’ve been bouncing back and forth with the issues. I broke down in the summary three parts that I consider three main issues that we’ve been tossing back and forth the past few months, the three parts are:

Financial capacity:

In late 2014, City Council approved a budget for 2015 with $1.35 million in bonding for the Kilbourne Building. Currently $500,000 of that has been appropriated, with $300,000 being reimbursed by state of Ohio. As a result, there is $1.15 million of budgeted debt in the CIP budget that we are not likely to use. The purpose of the Kilbourne Building budgeted line item is a public improvement. This body was committed to spending $1.35 million on a public improvement. If council decides to purchase the parcel on E New England it will be a public improvement to which we can still commit.

In a recent council meeting, city staff informed council of approximately $2 million in the general fund that could be used to pay off debt, spend on additional CIP items, or keep as is.

All this is to say that we have the financial capacity as a city, without interfering at all with any current city services or CIP budgeted expenses.

Green Space:

Green space is always a good thing. When coupled against development or re-development, green space -in general- should be viewed in a case by case scenario. In this case, does the public benefit more from a condo or from green space?

The public has been very clear that green space is more valuable on this parcel. Understanding that there is a village green nearby, it is important to put this parcel into context of pending nearby development (namely the Showe Development approved condos), and preservation of the historical area that - to anyone's knowledge - has always been green space, save for a tool shed erected in early 1900's. In light of the pending development, it will serve as an oasis of green and historical preservation in perpetuity if the city purchases the land.

Good public policy should be informed by contextual facts in each scenario and should not be dictated exclusively by template or precedent.

If one is concerned about how this decision would impact future development in Worthington, one must consider community impact, history, public input and public buy-in, including the fact that a community group has already begun committing pledges for the development of a park on this parcel if it is purchased by the city.
Additionally, if one is determined to look to precedent to make a decision in this matter, consider the city's purchase of what is now the dog park for more than $500,000 in the 1990's. The land was purchased, from my understanding, with no specific plan until a public group was created to help develop the dog park.

Pocket Park:

The pocket park may seem like a superfluous concept, but it really boils down to a philosophy of green space in our community. In this case, there is already going to be development in the area so we are not choosing green space over development. As a resident recently told me, a pocket park would be nice in that location especially during the farmer's market. It would be nice for the family to visit the farmer's market, and kids can stay in the pocket park while one parent shops for produce at the farmer's market.

Since the 1820 Masonic Building is already in the development process, it is important for us to preserve what we can, especially in light of our city's Masonic history. As I have stated before, I come from a strong family tradition of Masonic heritage, so to have a park that potentially captures the Masonic essence of our city would be a valuable historical asset.

Action:

I urge council to continue being supportive of balanced development. And because, in this case, building a pocket park would be consistent with the developer's goals – since the city would make the developer whole, I would also urge council to be supportive of integrating green space into development by purchasing the parcel on New England.

Additional Comments From Council:

Scott Myers: I did not take this job for money, I didn't take this job to make friends, and I didn’t take this job to get elected again. I took this job to try and make the best decision for everyone in Worthington that includes people on the east side, the west side, the south side and the north side. I have to look at budget of $31 million dollars and balance it against a $200,000 or 5% of our CIP expenditures. This is not an easy decision for any of us sitting up here regardless of how this comes out.

As I looked at this and as I talked to people and as I read the volume of correspondence we received, I don’t think this is about a park; a park just happened to be what was latched on to it. I think this is about development, some people are pro-development, some people are anti-development and what I kept hearing over and over again is we want to keep Worthington the way it is, and I understand that. I’ve been here for almost 33 years, but when I look back and Mr. Robinson can’t share this experience with me, what was Worthington like 33 years ago. This building wasn’t here, we were meeting in a concrete block building where the Griswold Center is now located, of course the Griswold Center was not there; the Recreation
Center was not there; there was a gas station where Dewey’s is, a station that we spent considerable time and money to fight all the way to the Ohio Supreme Court before they finally built it; we tried to keep that gas station out.

It only took us 40 more years to get rid of it. We could have instead of a park and looking at trees, you could be smelling paint fumes because that’s once where the parking lot behind Rivage, that’s what was there for how many years when Rivage and when House Wine was a car dealership, so there has been extensive development in Old Worthington just during the few 33 years that I have lived here; and I believe that each one of those steps was for the benefit of the City; we don’t have an auto body shop, we don’t have a gas station; we have a beautiful City Hall, that’s all development, so I can’t say that I am opposed to development; and it’s coming, we can’t stop development. The property in question could have been built 40 years ago when the City made the decision that this should be a single family lot and zoned at R-10; it went through three separate updates to the development and that was never changed, this was always intended to be a house. Now it’s going to be a house if Council so votes.

I think people are worried about what may happen. Worthington is going to change and it has changed, and I think by and large it has changed for the better and I support this project because I think it is a change for the better. Most of my peers live in single family homes and have raised houses. Most of the people that I work with are considerably younger than I am, but they don’t want a single family house, they want the Short North. That’s where people are moving to, we have an opportunity to give some of those people this.

When I look at how this project has changed from the original proposal, I can only imagine how much the cost has gone up. I know the materials have changed, I know the setback has changed, I know the density has dropped at almost in half and that’s all because of Municipal Planning Commission and the input of the citizens of this town, so to say this project has not changed for the better since it was proposed, I think is disingenuous, it has, in large part because of your input. It’s not a question of whether there’s development, it’s a question of how we manage development and what precedent we set for how me manage development going forward. It’s going to happen,

Finally, I hear a lot of talk about the historical preservation, the history, the what-not. The history in this is not in the 50x135 ft. parcel. The history is in the lodge that sits on High Street, that’s the history in my mind; and this is the only Developer that came forward that was willing to preserve that history; and I wish the Masons were still here, but their state association made a decision to change their headquarters to the Masonic home in Springfield; there’s nothing we can do about that, we tried, we passed a Resolution to keep them here, we lost that fight. We’re trying to make the best of a bad situation.

Dr. Chosy – Right from the get go, I think I was the first one to bring it up to Council, I’ve bene concerned about the preservation of the old Masonic Lodge and to keep it as an active lodge because of the history and the time it’s been there and that’s my primary concern
about this whole project. I agree that it’s been scaled back very very nicely from the original plan.

When the pocket park came up, I was concerned that any potential deal the Showe’s may make with the present New England Masons and I think there is still some possibility of that, the Masons buying back that property to continue as a meeting house. I was concerned that the loss of their ability to build one more building on New England might alter their thoughts about working some arrangement with the Masons, but I asked our attorney to check that out and I was assured that there was no relationship; that the potential sale of the pocket park area was not going to hurt what the Showe’s did with the lodge, if they do anything with it. So when I realized there wasn’t a concern about them having to hold on to that land, then it totally made sense to me to say green wherever you can; and so I feel quite strongly that we should vote to buy that land and it’s based a lot upon people actually coming through and helping with the finances to develop it and I heard that a lot tonight and I sure hope I see it if we go forward with this.

It’s difficult for me not to keep green.

Rachael Dorothy – the talk of this development has been going on for quite a long time and I’ve spent a considerable amount of time reviewing everyone’s application. So one of the main considerations I have been looking at for this development and development throughout Worthington is the walkability and human scale architecture throughout Worthington and being able to get to destinations throughout Worthington. This piece of historic property was built human scale 2 stories tall, walkable and fairly dense to begin with; and historic Worthington goes from South Street to North Street and North Street several blocks north of this and we don’t have a lot of activation Worthington north of 161, so some of the things we’ve been trying to do is put money into rehabilitating the 725 Historic Library and trying to get people north of 161 because currently when you walk along High Street, you walk to the destinations, you walk to the restaurants, you walk to your churches, you walk to the Village Green where we have programmed activities and Farmer’s Market and people walk and bike to those activities and the more people that you see out, the more likely you’re to go out and walk; and knowing that it’s dense and you and bike and you don’t drive and I am encouraging people to live in neighborhood developments that encourage the walkability and bike-ability.

I appreciate green space, but I also think this is a very thoughtful development. I think it was too dense when it was first proposed, but I think MPC did a great job of getting it to a development that is reasonable and the condo that is proposed, it blocks the parking lot that I think is an eyesore off New England at the moment. I think that the setback is very responsible in keeping with the Worthington nature right now of walkability and providing green space for everyone to enjoy. I appreciate that the public is saying that they would produce money to help develop a proposed pocket park, but we also don’t have that as something that we can rely on at the moment.
Michael Troper – I appreciate everyone’s comments and input into this discussion, but no matter how you slice it, money is limited. I just feel we have a greater need for our existing parks throughout Worthington than for this park.

Dave Norstrom – for 10 years I served MPC/ARB, seven of those years I was the chairman. When someone like David Robinson would come in and say to me what he said to this group tonight, it would make me extremely mad. Every member of Council, every member of the MPC/ARB listens. We may not agree with what’s being said, but they do listen. This little piece of property was sitting there for many years, just a nice little piece of property. To the east of it somebody came with an idea to build a very big house, for those of you that have been around long enough that was even a very contentious discussion. I voted for that, I did make a mistake the potato stone on the front of it is terrible. I agree with that.

The fact that people in this room would think that Council and MPC/ARB do not believe that green space is important just flabbergasts me; you haven’t been to those meetings talking about taking down trees, this is often a discussion. What makes Worthington special, we have 50 foot lots, we have shared driveways, we’ve got people living extremely close to one another that’s part of Worthington; this little piece of property we’re talking about is a difference between one house and a park, it’s not that big of a deal.

I hear you in the background, we sat up here and listened, I’m asking you to listen because that’s what you’re accusing us of is not listening. The fact is that we look at the community as a whole. Look at this piece of property, if you go one block to the north you’re on the Village Green; if you go about four blocks to the south you’re in Park Boulevard Park, a very nice park that I walk in all the time. I spent 27 years walking sheep dogs around this community; I know where every park is in Old Worthington. If you go to east just a little bit, you’re going to find Moses Wright park and East Grandview park; these are parks you can take your kids to or you can have picnics in, that you can enjoy quite moments. The question is “where is our best investment?” We can afford it, we can change priorities and we can buy this piece of property, but it isn’t a wise decision. Many of you in this audience think that it is; I do not think that it is.

MOTION Councilmember Myers made a motion to authorize the City Manager to execute a non-binding Letter of Intent (LOI) for acquisition of the subject property substantially consistent with the Term Sheet. The motion was seconded by Councilmember Dorothy.

The motion carried by roll call vote:

No: 5 Dorothy, Michael, Myers, Norstrom and Troper
Yes: 2 Chosy and Smith

Ms. Michael announced the vote and commented I have a degree in Parks and Recreation and am a strong believer in green space, but I also feel that this park is not going to serve the
needs and also we have such a limited budget. We do support parks and the City has had a consistent history of supporting parks and we will continue to support our parks that we have.

EXECUTIVE SESSION

MOTION Councilmember Norstrom made a motion to meet in Executive Session to discuss board and commission appointments. The motion was seconded by Councilmember Smith.

The motion carried by roll call vote:

Yes 7 Troper, Chosy, Dorothy, Myers, Norstrom, Smith, and Michael

No 0

Council recessed at 9:25 P.M from the regular meeting session.

MOTION Councilmember Troper made a motion to return to open session at 9:34 P.M. The motion was seconded by Councilmember Myers.

The motion carried unanimously by a voice vote.

ADJOURNMENT

MOTION Councilmember Smith made a motion to adjourn. The motion was seconded by Councilmember Norstrom.

The motion carried unanimously by a voice vote.

President Michael declared the meeting adjourned at 9:35 P.M.
ORDINANCE NO. 12-2015
(As Amended)

Vacating Street Right-of-Way on the West Side of Linworth Road and Reserving an Easement for Utilities and Drainage.

WHEREAS, on March 3, 2015, a petition was filed by the owners of 6211, 6219, 6227, 6233 and 6245 Linworth Road to vacate the right-of-way abutting their lots to the east along the west side of Linworth Road; and,

WHEREAS, the right-of-way was established ‘for street purposes’ by plat as depicted on the Elmwood Subdivision plat recorded on February 16, 1988 in the office of the Franklin County Recorder; and,

WHEREAS, Section 723. 04 of the Ohio Revised Code requires the Worthington City Council to hold a hearing on the petition and upon being satisfied that there is good cause for such vacation, that it will not be detrimental to the general interest, and that it should be made, City Council may declare that such area be vacated.

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

SECTION 1. That an area of land delineated on the Elmwood Subdivision Plat recorded in Plat Book 4, Page 93 in the office of the Franklin County Recorder on February 16, 1888, and dedicated for street purposes, as such area is more specifically described on Exhibit “A” attached hereto and made a part hereof, is hereby vacated by the City of Worthington.

SECTION 2. Such vacation is declared by the City Council upon hearing the petition and upon being satisfied that there is good cause for such vacation, that it will not be detrimental to the general interest, and that it should be made.

SECTION 3. That an easement for utilities and drainage shall be reserved in, over, under and through the area to be vacated.

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

Passed ___________________

President of Council

Attest: 

__________________________  P.H. April 6, 2015
Clerk of Council

Introduced March 16, 2015
Tabled
VACATION OF A PORTION OF LINWORTH ROAD (C.R. 63)
SITUATE IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF WORTHINGTON
AND BEING A PART OF THE ELMWOOD SUBDIVISION AS SHOWN AND
DELINEATED UPON THE RECORDED PLAT THEREOF IN PLAT BOOK 4, PAGE 93
RECODER'S OFFICE, FRANKLIN COUNTY, OHIO.

POTTERS CREEK
SECTION 2
P.B. 58 PG. 86

0.08 ACRES ±
MGZ INVESTMENTS, LLC
INSTRUMENT
#20140411004282

DUBLIN - GRANVILLE ROAD
R/W VARIES (S.R. 161)

ELMWOOD
P.B. 4 PG. 93

THIS PLAT WAS PREPARED IN THE OFFICE OF THE
FRANKLIN COUNTY ENGINEER BY DAVID L. PEARSON, OHIO
REGISTERED SURVEYOR NO. 7298, FROM THE AVAILABLE
RECORDS ON FILE WITHIN FRANKLIN COUNTY OFFICES,
AND DOES NOT CONSTITUTE INFORMATION OF AN ACTUAL
FIELD SURVEY.

DAVID L. PEARSON
OHIO REGISTERED SURVEYOR NO. 7298

DATE 05/12/2015
ORDINANCE NO. 12-2015

Vacating Street Right-of-Way on the West Side of Linworth Road.

WHEREAS, on March 3, 2015, a petition was filed by the owners of 6211, 6219, 6227, 6233 and 6245 Linworth Road to vacate the right-of-way abutting their lots to the east along the west side of Linworth Road; and,

WHEREAS, the right-of-way was established ‘for street purposes’ by plat as depicted on the Elmwood Subdivision plat recorded on February 16, 1988 in the office of the Franklin County Recorder; and,

WHEREAS, Section 723.04 of the Ohio Revised Code requires the Worthington City Council to hold a hearing on the petition and upon being satisfied that there is good cause for such vacation, that it will not be detrimental to the general interest, and that it should be made, City Council may declare that such area be vacated.

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

SECTION 1. That an area of land delineated on the Elmwood Subdivision Plat recorded in Plat Book 4, Page 93 in the office of the Franklin County Recorder on February 16, 1888, and dedicated for street purposes, as such area is more specifically described on Exhibit “A” attached hereto and made a part hereof, is hereby vacated by the City of Worthington.

SECTION 2. Such vacation is declared by the City Council upon hearing the petition and upon being satisfied that there is good cause for such vacation, that it will not be detrimental to the general interest, and that it should be made.

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 ______________________

______________________________  P.H. April 6, 2015
President of Council

Attest:                          Introduced March 16, 2015
______________________________     P.H. April 6, 2015
Clerk of Council               Tabled
ORDINANCE NO. 16-2015

Approving the Provisions of a Collective Bargaining Agreement Between the City of Worthington, Ohio and the International Association of Firefighters Local #3498 and Authorizing the City Manager to Execute Same on Behalf of the City.

WHEREAS, International Association of Firefighters Local #3498 has been certified by the State Employee Relations Board, pursuant to Chapter 1147 of the Ohio Revised Code, as the exclusive representative for purposes of collective bargaining for certain bargaining units within the Division of Fire and Emergency Medical Services of the City of Worthington; and,

WHEREAS, the City and the International Association of Firefighters Local #3498 have negotiated a tentative collective bargaining agreement; and,

WHEREAS, the City Manager has requested City Council to approve the provisions of said collective bargaining agreement following ratification of same by Local #3498;

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

SECTION 1. That City Council hereby approves the provisions of the “Collective Bargaining Agreement Between the City of Worthington, Ohio and the International Association of Firefighters Local #3498 for the Period January 1, 2015, through December 31, 2017,” including the provisions relating to economic matters for which funds are hereby approved and which will be appropriated in accordance with the City Charter at the time for the annual budget appropriation ordinance for each year of said Agreement.

SECTION 2. That the City Manager and Director of Law be and they hereby are authorized and directed to execute said Agreement on behalf of the City and that the Assistant City Manager, Director of Finance, Fire Chief, and the Personnel Director, be and they are hereby authorized to execute said Agreement in their capacity as members of the City negotiation committee.

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: ____________________________________________________________________________

Introduced May 4, 2015

P.H. May 18, 2015

Clerk of Council
MEMORANDUM

TO: Matt Greeson, City Manager
FROM: Robyn Stewart, Assistant City Manager
DATE: May 14, 2015
SUBJECT: IAFF COLLECTIVE BARGAINING AGREEMENT 2015-2017

The City’s collective bargaining agreement with the International Association of Firefighters Local #3498 expired at the end of 2014. The City’s negotiating team has reached a tentative agreement with the IAFF Local #3498 and the agreement has been approved by the IAFF members. The attorneys representing each party are finalizing the contract language, which should be available on Monday, May 18. The changes to the contract are described in the attached summary document. They are also noted on the attached copy of the 2012-2014 agreement.
Non-Economic

- Removed references to Battalion Chief throughout the contract, provided however, the references to Battalion Chief in Articles 20.1 and 21.2 (regarding the number of personnel allowed off) remain. This position was replaced with Assistant Chief in 2013.

- Article 1, 18.12 (E) and Article 27 -- Updated the effective dates of the contract

- Article 3.6 – Union may use the City’s email or IT system for Union business, with no expectation of privacy and such use shall adhere to the City’s rules, regulations or policies, including the City’s Computer Security and Technology Use Regulations.

- Article 7.3 and Article 7.6 – Clarifies that grievances are not subject to review by the Personnel Appeals Board.

- Article 7.8 – Time limits for grievances may be extended via e-mail. A grievance will be presumed to have been advanced to the next step in the procedure if a response is not within the specified time limits (in any step before Step Four, City Manager).

- Article 8.3 – Labor Relations Meetings – the subject of “health and safety” will be a subject for specific labor relations meetings to be conducted quarterly.

- Article 10 – Clarification to the Substance Abuse and Testing language. New provision where City has the option at its discretion to implement random testing of one member no more than quarterly.

- Article 15.1 – Language clarification for Personnel Files consistent with the public records law. Persons seeking to inspect personnel records do not have to identify themselves, requests do not have to be in writing. Article 15.2 – removes reference to the Personnel Appeals Board. Retention of Personnel Records -- minor reprimands and written reprimands removed from a personnel file will be moved to an out of date materials file. Items in the out of date file will not be used for progressive discipline.

- New section on Promotions. If a vacancy is declared and intended to be filled by the City, promotional opportunities for positions within the bargaining unit will be filled by promotional examinations in accordance with Departmental Operating Guidelines in effect at the time the vacancy is declared by the City. A written announcement regarding the promotional process will be provided.

- The topic of “station use” will be discussed with the City Manager as part of the labor relations process.

Economic

- Article 19. 5 – Maintenance Differential section removed. There is no longer a designation of a member to coordinate maintenance for the Division’s apparatus and equipment.
• Article 19.6 – Annual Service Credit language for one member’s transitional adjustment removed. The individual covered by this section has now retired.

• Section 20.4. Call-In Pay and Court Pay. Clarifying language that this does not apply to personal matters.

• Article 21.10 Civil Leave – Adds language that prohibits use of civil leave for personal matters.

• Article 21.1 – Holidays – Substitutes Veterans Day for Columbus Day per the City Personnel Rules and Regulations list of City holidays.

• Article 21.5 (H) – Sick Leave Conversion. Adds language that prohibits participation in sick leave conversion for those above the maximum caps on annual leave.

• Article 19. Wages

Section 19.1
2015 $2,500 per Member lump sum payment upon ratification of Contract. Effective 12/7/2015 (last full pay of December) 3% increase to base wages.

2016 Effective 1/1/2016 2.5% increase to base wages.
2017 Effective 1/1/2017 2.0% increase to base wages.

Section 19.3 – Paramedic Differential
Effective January 1, 2017, each paramedic operating under the paramedic job description as approved by the Chief shall receive a paramedic differential equal to four and one-half percent (4.5%) of Top Step Firefighter Annual Base Salary. This is an increase of 0.5% (from 4.0% to 4.5%). The paramedic differential shall be paid in two equal payments, payable the first pay day of July and the first pay day of December of each calendar year. If a paramedic works only a portion of a calendar year in paramedic status, the paramedic differential shall be prorated accordingly.

Section 19.6 – Annual Service Credit
Effective January 1, 2016, Members shall receive an annual service credit payment based on completed years of continuous service equal to the service credit payments provided to other City employees. The service credit payments will be made based on the following schedule:

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<tr>
<th>Years</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five through Ten Years</td>
<td>$1,200</td>
</tr>
<tr>
<td>Eleven through Fifteen Years</td>
<td>$1,350</td>
</tr>
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<td>Sixteen through Twenty Years</td>
<td>$1,500</td>
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<tr>
<td>Twenty-one through Twenty-five Years</td>
<td>$1,700</td>
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<tr>
<td>Twenty-six years and above</td>
<td>$1,900</td>
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</table>

• Article 25.1 – Life Insurance – Increase from $75,000 to $100,000, which is consistent with the life insurance provided to other City employees.
COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF WORTHINGTON, OHIO

and

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL #3498

for the period

January 1, 2012 through December 31, 2014
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>TITLE</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>AGREEMENT</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>RECOGNITION</td>
<td>4</td>
</tr>
<tr>
<td>3</td>
<td>UNION SECURITY</td>
<td>4</td>
</tr>
<tr>
<td>4</td>
<td>BARGAINING UNIT AND EMPLOYEE MEETINGS</td>
<td>5</td>
</tr>
<tr>
<td>5</td>
<td>NONDISCRIMINATION</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>MANAGEMENT RIGHTS</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>GRIEVANCE PROCEDURE</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>UNION REPRESENTATION</td>
<td>13</td>
</tr>
<tr>
<td>9</td>
<td>POLITICAL ACTIVITY PERMITTED</td>
<td>14</td>
</tr>
<tr>
<td>10</td>
<td>SUBSTANCE ABUSE AND TESTING</td>
<td>14</td>
</tr>
<tr>
<td>11</td>
<td>USE OF TOBACCO PRODUCTS</td>
<td>17</td>
</tr>
<tr>
<td>12</td>
<td>MEMBER ASSISTANCE PROGRAM</td>
<td>18</td>
</tr>
<tr>
<td>13</td>
<td>INVESTIGATIVE PROCEDURES</td>
<td>19</td>
</tr>
<tr>
<td>14</td>
<td>CORRECTIVE ACTION</td>
<td>20</td>
</tr>
<tr>
<td>15</td>
<td>PERSONNEL RECORDS</td>
<td>23</td>
</tr>
<tr>
<td>16</td>
<td>EQUIPMENT USE</td>
<td>24</td>
</tr>
<tr>
<td>17</td>
<td>WORK RULES</td>
<td>24</td>
</tr>
<tr>
<td>18</td>
<td>NEGOTIATIONS AND DISPUTE RESOLUTION</td>
<td>25</td>
</tr>
<tr>
<td>19</td>
<td>WAGES</td>
<td>29</td>
</tr>
<tr>
<td>20</td>
<td>REGULAR WORK PERIODS AND OVERTIME</td>
<td>34</td>
</tr>
<tr>
<td>21</td>
<td>LEAVES</td>
<td>36</td>
</tr>
<tr>
<td>22</td>
<td>FMLA LEAVE</td>
<td>44</td>
</tr>
<tr>
<td>23</td>
<td>LIVING CONDITIONS AND CLOTHING</td>
<td>44</td>
</tr>
<tr>
<td>24</td>
<td>EMPLOYEE READINESS</td>
<td>45</td>
</tr>
<tr>
<td>25</td>
<td>INSURANCE</td>
<td>47</td>
</tr>
<tr>
<td>26</td>
<td>ENTIRE AGREEMENT</td>
<td>48</td>
</tr>
<tr>
<td>27</td>
<td>DURATION</td>
<td>48</td>
</tr>
</tbody>
</table>

**Commented [RS1]:** Remove references to Battalion Chief(s) throughout contract, except when noted in Articles 20.1 and 21.2.

**Commented [RS2]:** Add a new section regarding promotions. If a vacancy is declared and intended to be filled by the City, promotional opportunities for positions within the bargaining unit will be filled by promotional examinations in accordance with Departmental Operating Guidelines in effect at the time the vacancy is declared by the City. A written announcement regarding the promotional process will be provided.
ARTICLE I
AGREEMENT

Section 1.1. Agreement.
This agreement is made and entered into as of the 1st day of January, 2012, as the result of collective bargaining by and between the City of Worthington, Ohio, (hereinafter referred to as the "City"), and the International Association of Fire Fighters, Local 3498, (hereinafter referred to as the "Union").

Section 1.2. Purpose.
This agreement is made for the purpose of promoting mutual cooperation, establishing an orderly procedure for the resolution of differences between the City and Bargaining Unit Members, and maintaining orderly, constructive, and harmonious relations among the City, its employees, and the Union.

Section 1.3. Scope and Validity.
A. Scope. Unless otherwise indicated herein, the terms used in this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this agreement makes no provision for or specification about a matter, the City, its employees, and the Union shall be subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, and retirement of Bargaining Unit Members are not superseded by this Agreement, except where supplemental workers' compensation or supplemental unemployment have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligibility lists from the examinations, and the original appointments from the eligibility lists are not subjects of bargaining under this Agreement.

B. Validity. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof or the application of such portions to persons or circumstances other than those to whom or to which it has been held invalid or has been restrained. In the event of invalidation of any portion of this Agreement by operation of law or by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet within fourteen (14) days of receipt of a written request from one party to the other, and attempt to modify the invalidated provisions by good faith negotiations.

C. No Other Conflicting Agreements. The City and the Union shall not ask a Member hereunder to make any written or verbal agreement which shall in any way conflict with this Agreement.
ARTICLE 2
RECOGNITION

Section 2.1. Recognition.
The City recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees included in the Bargaining Unit described in Section 2 of this Article.

Section 2.2. Bargaining Unit.
Pursuant to Section 4117.06, Ohio Revised Code, there is established a Bargaining Unit within this Agreement consisting of all full-time Firefighter classifications, Fire Inspector, Fire Inspector/Prevention Officer, Lieutenants and Captains. Excluded from the Bargaining Unit and therefore from coverage within this Agreement are the Fire Chief, Battalion Chiefs, Clerical, and all other employees.

ARTICLE 3
UNION SECURITY

Section 3.1. Dues, Fees, or Assessment Deduction.
Pursuant to Section 4117.09(B) of the Ohio Revised Code, the City shall deduct Union Membership dues, in the amount certified by the Union to the City, the first pay period of each month from the pay of any Union Member requesting same. The City shall deduct Union initiation fees and assessments, in the amount certified by the Union to the City, the first pay period of each month in which such fees and assessments are due from the pay of any Union Member requesting same. If a deduction is desired, the Member shall sign a payroll deduction form which shall be furnished by the Union and presented to the appropriate City official. The City shall furnish to the Financial Secretary of the Union, once each calendar month, a warrant in the aggregate amount of the deductions made for the calendar month, together with a listing of the Union Members for whom such deductions were made. Nothing herein shall prohibit Union Members covered by this Agreement from submitting dues, fees or assessments directly to the Union.

Section 3.2. Fair Share Fees.
Bargaining Unit Members who are not Members of the Union shall as a condition of employment pay to the Union a fair share fee which shall be determined by the Union but shall not exceed the dues uniformly required of Members of the Union who are in the bargaining unit. Such fair share fee shall be certified by the Union to the City at such times during the term of this Agreement as is necessary to be accurate. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of State and Federal law. Such fair share fee shall be automatically deducted by the City from the payroll check of each Bargaining Unit Member who is not a Member of the Union and shall be made in the first pay period of each month. The City shall furnish to the Financial Secretary of the Union, once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the Bargaining Unit Members for whom said deductions were made. The Fair Share automatic deduction shall be
initiated by the City whenever a Bargaining Unit Member who is not a Member of the Union has completed his first sixty (60) days of employment. The provisions of Section 4117.09(C), paragraph three, Ohio Revised Code, apply in regard to Members who assert conscientious objections to payment of the service fee.

Section 3.3. Indemnification.  
The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken by the City in reliance upon the provisions of Sections 1 and 2 of this Article.

Section 3.4. Bulletin Board.  
The Union shall be permitted to continue to maintain one (1) Union bulletin board of such size and at such location within the Division of Fire facilities as the Chief and City Manager shall reasonably approve. Current Union bulletins and Union material only will be permitted to be posted on said board and shall not be placed or posted elsewhere on City property.

Section 3.5. Ballot Box.  
The Union shall be permitted, upon prior notification to the Chief, to temporarily place one (1) ballot box in a place approved by the Chief for the purpose of collecting Members' ballots on all Union issues subject to ballot. Such ballot box shall not be so placed more than twelve (12) hours before the time balloting is to commence and shall be removed within twelve (12) hours after the time balloting is to conclude. Such box shall be the property of the Union and neither the ballot box nor its contents shall be subject to the City's review.

Section 3.6. Use of Mail Receptacles.  
Bargaining Unit Representatives shall be permitted to place a reasonable amount of Union mail in the individual Division of Fire mail receptacles of Bargaining Unit Members. Such Union mail shall be limited to information related to Union business or Bargaining Unit representation, shall be the property of the Bargaining Unit Members to whom it is addressed, and shall not be subject to review by the City.

ARTICLE 4  
BARGAINING UNIT AND EMPLOYEE MEETINGS

Section 4.1. Union Business.  
The Union President, or his designees, shall be permitted a reasonable amount of time to transact official Union business at divisional work sites, provided that normal division operations shall not thereby be interfered with or interrupted. Union members' attendance at board meetings, as delegates to Union conferences, work sessions of Union negotiations, and funeral representation shall be permitted provided that such attendance does not interfere with emergency fire duties or maintaining minimum manpower standards and is not conducted on City-paid overtime hours.
Section 4.2. Bargaining Unit Meetings.
The Union shall be permitted, upon forty-eight (48) hours written prior notification to and approval by the Chief, to hold a reasonable number of meetings for the Union Members in the Bargaining Unit or for all employees in the Bargaining Unit at the Fire Station if space is available. If space for such meetings is not available at the Fire Station or if the Union reasonably desires a City owned location other than the Fire Station, the Union shall be permitted, upon forty-eight (48) hours written notification to and approval by the City Manager, to hold such meetings at a City building, room, or facility if space is available. If it is not practicable for the City to provide the requested location to the Union, the City shall notify the Union and make every effort to provide for an alternate meeting location in another City building, room, or facility.

Section 4.3. Employee Meetings.
The City may schedule and conduct one or more meetings of employees, including Bargaining Unit Members, in the Division of Fire for the purpose of discussing matters of mutual interest. Attendance at such meetings shall be voluntary. Bargaining Unit Members who attend such meetings, outside of their regular hours of work, shall not be compensated.

ARTICLE 5
NONDISCRIMINATION

Section 5.1. In General.
The City and the Union shall not discriminate against any Member of the Bargaining Unit on the basis of the Member's age, race, color, sex, creed, religion, ancestry, national origin, handicap, political affiliation, or physical disability as provided by law.

Section 5.2. Union Membership.
The City and the Union shall not discriminate against any Member of the Bargaining Unit on the basis of his Membership or non-Membership in the Union. The City shall not discriminate, interfere with, restrain, or coerce any Member because of or regarding his activities as a Member, officer, or representative of the Union.

Section 5.3. Fair Representation.
The Union, within the terms of its Constitution and By-Laws, and the City agree not to interfere with the desire of any Member of the Bargaining Unit to become and remain a Member of the Union. The Union agrees to fairly represent all Members of the Bargaining Unit subject to the provisions and procedures set forth in Sections 4117.11 (B)(6) and 4117.12, Ohio Revised Code.

Section 5.4. Gender References.
All references in this Agreement to the male gender shall be construed to be equally applicable to the female gender.
ARTICLE 6
MANAGEMENT RIGHTS

The City hereby retains and reserves unto itself, except as limited by the specific and expressed terms of this Agreement and law, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter and Ordinances of the City, the laws and the Constitution of the State of Ohio including, but not limited to, Chapter 4117 of the Ohio Revised Code, and the Constitution and laws of the United States, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the City and its properties and facilities;

B. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs, standards of service, budget, use of technology, and organizational structure;

C. To maintain and improve the efficiency and effectiveness of governmental operations;

D. To determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

E. To determine and to take action to carry out the overall mission of the City as a governmental unit;

F. To direct, supervise, evaluate, or hire employees;

G. To determine the adequacy of and effectively manage and schedule the work force including the right to reasonably assign work and overtime; and

H. To suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, fill vacancies, or retain employees.

Section 6.2. Limitations.
The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of ordinances, resolutions, policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and applicable law, including, but not limited to, Chapter 4117 of the Ohio Revised Code, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Ohio and the Constitution and laws of the United States.
ARTICLE 7
GRIEVANCE PROCEDURE

Section 7.1. Grievance Defined.
A grievance is any alleged violation, misinterpretation or misapplication of (1) this Agreement; (2) a City ordinance, regulation, or policy related to wages, hours or terms and conditions of employment of Bargaining Unit Members; or (3) a State law not superseded by this Agreement and related to the wages, hours, or terms and conditions of employment of Bargaining Unit Members.

Section 7.2. Qualifications.
A grievance may be initiated by an aggrieved Bargaining Unit Member or by the Union. When a group of Bargaining Unit Members desire to file a grievance involving each Member of the group under substantially similar circumstances, the Union shall select one Member to process the grievance as the designated representative of the affected Members provided that any such group grievance shall be expressly labeled as such and shall further identify the Members of the group with particularity.

A Bargaining Unit Member has the right to present grievances and to have them adjusted consistent with the terms of this Agreement. The Union shall have the opportunity to represent Bargaining Unit Members with regard to grievances, unless a Member waives, in writing, his or her right to be represented by the Union. If a Member waives his or her right to be represented by the Union, resolution of the grievance shall only apply to that Member, and such resolution shall not establish a precedence to be applied by the City to any other Member or Members under the same or similar circumstances provided further that the Union would receive notice of such grievance and individuals with grievances concerning the same issue will not be treated differently.

Section 7.3. Jurisdiction.
Nothing in this grievance procedure shall deny Bargaining Unit Members or the Union any rights available at law to achieve redress of their legal rights arising from a source independent of this Agreement, including the right to appear before the Personnel Appeals Board or to file charges with the State Employment Relations Board (hereinafter referred to as the SERB) when these agencies properly have jurisdiction over the subject matter. However, once a Bargaining Unit Member or the Union elects to pursue a legal or administrative remedy in lieu of this Grievance Procedure, and a court or administrative tribunal takes jurisdiction over the complaint, dispute, or charge, the Member or the Union is thereafter precluded from seeking a remedy under this Grievance Procedure. Likewise, once a Bargaining Unit Member or the Union elects to pursue a Grievance Procedure remedy in lieu of a legal or administrative remedy, the Member or the Union is thereafter precluded from seeking a remedy apart from the Grievance Procedure unless such remedy is specifically authorized by law and has not been superseded by this Agreement.

Commented [RS5]: Clarify that grievances are not subject to review by the Personnel Appeals Board.
Section 7.4. Grievance Procedure.
The following are the steps and procedures which shall be followed in processing a grievance:

A. Preliminary Step.
A Member having an individual grievance will first attempt to resolve it informally with his immediate supervisor within seven (7) calendar days following the event or circumstance giving rise to the grievance having occurred where the Member knew or should have known of such event or circumstance. The grievance shall be presented in writing on the Grievance Form and prior to submission shall be screened by an Executive Board Bargaining Unit Representative. Grievances brought to the attention of the immediate supervisor beyond the seven (7) calendar day time limit need not be considered. At this Step, the supervisor shall meet with the grievant and respond in writing to the grievance within three (3) calendar days. A Bargaining Unit Representative may accompany the grievant should the latter request his attendance. If the Member is not satisfied with the response from the Member’s immediate supervisor at this Step, he may pursue the formal Steps which follow.

B. Step One – Captain
1. When a Member, other than a Lieutenant, Captain, Fire Inspector, Fire Inspector/Prevention Officer or the Union, has a grievance in which his supervisor's written response in the Preliminary Step is unsatisfactory, he may then submit said grievance in writing along with the written response in the preliminary step to his Captain, on the Grievance Form, within three (3) calendar days following the written response at the Preliminary Step. The Captain shall date the form on the date of his receipt of it. Grievances submitted beyond the three (3) calendar day time limit need not be considered. If the grievance is submitted by a Captain, Fire Inspector, Fire Inspector/Prevention Officer or the Union, Step One shall be omitted and the grievance process shall commence at Step Two, below.

2. Within three (3) calendar days of the receipt of the written grievance, the Captain shall meet with the grievant who may bring with him to the meeting a Bargaining Unit Representative and shall affix his written response to the Grievance Form, date and sign his response, and return one copy of it to the grievant. If the grievant does not refer his grievance to the Second Step within seven (7) calendar days after his receipt of the response rendered in this Step, the grievance shall be considered to be satisfactorily resolved.

C. Step Two – Battalion Chief
1. Should the grievant not be satisfied with the response in Step One, within seven (7) calendar days thereafter he may appeal the grievance to this Step Two by delivering a copy of the Grievance Form, containing the written responses at the prior Steps to his Battalion Chief who shall date the Form on the date of his receipt of it. Grievances submitted beyond the seven (7) day time limit need not be considered.
2. Within seven (7) calendar days of the receipt of the written grievance, the Battalion Chief shall meet with the grievant who may bring with him to the meeting a Bargaining Unit Representative and shall affix his written response to the Grievance Form, date and sign his response, and return one copy of it to the grievant. If the grievant does not refer his grievance to the Third Step within seven (7) calendar days after his receipt of the response rendered in the Step, the grievance shall be considered to be satisfactorily resolved.

D. Step Three – Chief or Designee
1. Should the grievant not be satisfied with the response in Step Two, within seven calendar days thereafter he may appeal the grievance to this Step Three by delivering a copy of the Grievance Form, containing the written responses at the prior Steps to the office of the Chief or his designee who shall date the Form on the date of his receipt of it.

2. Upon his receipt of the Grievance Form, the Chief or his designee shall investigate the grievance and shall schedule and conduct a meeting within seven (7) calendar days to discuss the grievance with the grievant who may bring with him to the meeting a Bargaining Unit Representative.

3. In the meeting called for at this Step, the Chief or his designee shall hear a full explanation of the grievance and the material facts relating thereto.

4. Within seven (7) calendar days after the meeting in this Step, the Chief or his designee shall submit to the grievant his written response to the grievance.

E. Step Four - City Manager.
1. Should the grievant not be satisfied with the response in Step Three, within seven (7) calendar days thereafter he may appeal the grievance to this Step Four by delivering a copy of the Grievance Form, containing the written responses at the prior Steps, to the office of the City Manager who shall date the Form on the date of his receipt of it.

2. Upon his receipt of the Grievance Form, the City Manager shall schedule and conduct a meeting within seven (7) calendar days to discuss the grievance with the grievant who may bring with him to the meeting a Bargaining Unit Representative.

3. In the meeting called for at this Step, the City Manager shall hear a full explanation of the grievance and the material facts relating thereto.

4. Within seven (7) calendar days of the meeting in this Step the City Manager shall submit to the Grievant and the Union his written response to the grievance.
F. Step Five – Arbitration.

1. If the grievance is not resolved at Step Four, the grievant with the approval of the Union may submit the grievance to arbitration by providing written notice to the City Manager within fourteen (14) calendar days of receipt of the written response of the City Manager. If the City and the Union are unable to agree upon a mutually selected arbitrator within fourteen (14) calendar days from the submission of the grievance to arbitration, then the Federal Mediation Conciliation Service (FMCS) shall be jointly requested to submit a panel of nine (9) qualified arbitrators from which one shall be selected. Failing to mutually agree upon an arbitrator from this panel within fourteen (14) calendar days, the parties shall strike names alternately with the last name remaining on the list being designated as the arbitrator.

2. The grievance shall be submitted to the Arbitrator in writing. At the request of either party, the Arbitrator shall hold a hearing on the grievance. In the absence of a request for a hearing, the grievance shall be submitted on the written stipulations, position statements, or briefs of the parties.

Either party, at the commencement of the arbitration hearing, may raise the question of arbitrability of any grievance, and such question shall be resolved by the Arbitrator prior to any further proceeding on the merits.

3. In issuing a decision, the Arbitrator shall:
   a. Have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement;
   b. Not establish any new or different wage rates not negotiated as part of this Agreement;
   c. Consider and make a decision only with respect to the specific issue or issues of interpretation or application of this Agreement appealed to arbitration;
   d. Have no authority to make a decision on any issues not submitted.

4. The Arbitrator shall submit a written decision setting forth findings and the award, if any, to the City Manager and the Union President within thirty (30) days following the close of the hearing and after the review of any post-hearing briefs if such briefs are filed within thirty (30) days of the hearing, unless the parties agree to an extension thereof.

The decision of the Arbitrator shall be final and binding on the parties, subject only to appeal under Chapter 2711 of the Ohio Revised Code.

5. The City and the Union shall equally share the cost of the arbitration proceeding. Each party shall be responsible for compensating its own representative and witnesses. The costs of a transcript shall be shared if the necessity of a transcript is mutually agreed
upon between the parties; if not, the party requesting the transcript shall pay the cost thereof. Employee witnesses shall be allowed release time with pay for the purpose of giving testimony if the hearing is held during the work time of such employees and, if advance notice of the necessity for the presence of such employees has been given to the City. In no event shall this result in overtime pay for any Member unless the City makes such request for appearance.

Section 7.5. Discretionary Matters Not Subject to Arbitration. Any discretionary matter vested in the City by this Agreement shall not be subject to arbitration.

Section 7.6. Special Provision for Disciplinary Grievances. A grievance involving the suspension, reduction in rank or pay, or dismissal of a Member may, at the option of such Member, either be subject to (1) the Arbitration provisions of this Article or (2) review by the Personnel Appeals Board of the City in accordance with the City Charter and Ordinances, but not both. Selection of one of the foregoing procedures by the Member shall constitute an irrevocable waiver by such Member of any right which he or she may have to seek relief or other remedy through the procedure not selected, as indicated above.

Notwithstanding any provision of this Article to the contrary, the Arbitration tribunal or the Personnel Appeals Board, in its consideration of a grievance may affirm, disaffirm, or modify any disciplinary action taken against a Member.

Section 7.7. Calendar Days. For the purpose of counting time, "days" as used in this Article shall mean calendar days.

Section 7.8. Time Limits. It is the intention of the City and the Union that all time limits in this Grievance Procedure shall be met. However, to the end of encouraging thoughtful responses at each step, mutually agreed upon short time extensions may be granted but must be in writing and signed by the parties. In the absence of such mutual extensions, the grievant may, at any Step where a response is not forthcoming within the specified time limits, presume the relief requested in the grievance to have been granted by the City in full, and the City shall immediately implement it except where the requested remedy would constitute a violation of law. Any Step in the Grievance Procedure may be waived by mutual consent.

Section 7.9. Nondiscrimination. No Bargaining Unit Member or official of the Union shall be removed, disciplined, harassed or discriminated against solely because he has filed or pursued in good faith a grievance under the Procedure of this Agreement.
ARTICLE 8
UNION REPRESENTATION

Section 8.1. Bargaining Unit Representation.
A Member and Grievance Representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the Grievance Procedure with prior approval of their respective supervisors as long as such attendance does not adversely affect operations of the Division of Fire and Emergency Medical Services in the opinion of the Fire Chief. If approval is withheld, any applicable time limit shall thereby be extended for the period of time necessary to allow the aggrieved and/or representative time off to attend such meetings. When a grievance meeting is held on a shift other than the scheduled shift hours of the aggrieved and/or his Grievance Representative both the aggrieved and the Grievance Representative shall not be compensated for the time spent in the grievance meeting. At no time shall attendance at a grievance meeting by a Grievance Representative result in overtime pay.

Section 8.2. Union Business.
One of the Bargaining Unit Representatives may be designated by the Union as Representative Chairperson. The Representative Chairperson shall be permitted to transact a reasonable amount of official Union business directly affecting Bargaining Unit Members, provided that:

A. There is no interference with, disruption of, or interruption in, normal departmental operations or the work of such Representative Chairperson or any Bargaining Unit Member; and

B. Such business is conducted principally at the Fire Station.

Section 8.3. Labor Relations Meetings.
The City and the Union recognize the benefit of an exchange of ideas and information. In the interest of promoting this exchange of ideas and information, labor relations meetings shall be held when requested by either party and otherwise when mutually agreeable. Such meetings shall be held at mutually agreeable days and times and include not more than five (5) representatives of the City and not more than (5) representatives of the Bargaining Unit comprising a Labor Relations Committee. Persons who are specialists in the subject matter under discussion may be brought into labor relations meetings by the mutual agreement of the City and the Union. An agenda will be exchanged by the City and the Union at least three (3) working days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives who will be attending. Labor relations meetings shall not be collective bargaining negotiations. The Labor Relations Committee shall have no authority to collectively bargain for either party or to modify, add, or delete from provisions of this Agreement.

Commented [RS8]: Add language that provides for “health and safety” as a subject for labor relations meetings to be conducted quarterly.
ARTICLE 9
POLITICAL ACTIVITY PERMITTED

Bargaining Unit Members, as representatives of the Union and who are off-duty and not in identifiable uniform, shall be permitted to engage in other political activity to the extent permitted by applicable law. However, a Member shall not serve as a Chairperson or Treasurer of a political candidate's campaign committee.

ARTICLE 10
SUBSTANCE ABUSE AND TESTING

Section 10.1. Purpose.
The City and the Union recognize that the ability of a Bargaining Unit Member to properly perform his or her duties depends, in part, on a workplace which is free of substance abuse. In an effort to promote safety; to provide Members who may be drug or alcohol dependent with an opportunity for treatment and for remaining productive Members of the Fire and Emergency Medical Services; and in recognition that substance abuse is a problem which, depending on individual circumstances, may require intervention, assistance, or discipline, it is the purpose of this Article to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

A. Dealing with incidents of substance abuse which present an immediate risk to Bargaining Unit Members;

B. Identifying Bargaining Unit Members with drug or alcohol dependency problems;

C. Providing assistance to Bargaining Unit Members with drug or alcohol dependency problems; and

D. Disciplining Bargaining Unit Members whose performance is adversely affected by substance abuse.

Section 10.2. Responsibility.
Although it is the responsibility of every Bargaining Unit Member to be alert to potential incidents of substance abuse in the workplace, it is the primary responsibility of supervisors to initially respond to such incidents, particularly where circumstances are reasonably felt to pose an immediate risk to safety. Supervisors shall take such action, not inconsistent with this Article, as they deem appropriate to eliminate immediate risks associated with any incident of potential substance abuse.

Commented [RS9]: Add clarification to language in this section. Add a new provision where the City has the option at its discretion to implement random testing of one member no more than quarterly.
Section 10.3. Definitions.
Notwithstanding any other definitions to the contrary, the following definitions shall govern this Article:

A. “Under the influence” means that the Bargaining Unit Member is adversely affected in the performance of his or her duties by any drug or alcohol, or the combination of any drug or alcohol.

B. “Legal drug” means prescribed drugs and over-the-counter drugs which have been legally obtained for the user and are used for the purpose for which they were prescribed and manufactured.

C. “Illegal drug” means any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained. “Illegal drug” shall include prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

Section 10.4. Prohibited Conduct.
For purposes of this Article and in addition to the provisions of any criminal law, no Bargaining Unit Member shall, while performing his or her duties for the City, or while in a City facility or vehicle, or while in uniform:

A. Be under the influence of alcohol; or

B. Use or be under the influence of any illegal drug, or while using any legal drug be impaired to the point that he or she cannot perform his or her assigned duties; or

C. Use, sell, purchase, transfer or posses an illegal drug.

Section 10.5. Reasonable Suspicion for Testing.
A Bargaining Unit Member shall not be tested for alcohol or drug usage in the absence of reasonable suspicion to believe that his or her performance is adversely affected by the presence of alcohol or drugs. Such reasonable suspicion shall be established on the basis of objective evidence which may include appearance, behavior, speech, or other observable cause, and a record of such reasonable suspicion shall be reduced to writing as soon as practicable and a copy thereof given to the Member.

The fact that a Bargaining Unit Member may have been taking a legal drug shall not preclude the administration of a drug test if the supervisor has reasonable suspicion to believe that performance has been adversely affected by the presence of such a legal drug, provided, however, that the ultimate disposition of the matter shall take such fact into consideration.

Any Bargaining Unit Member who refuses to submit to a test, or who fails to adhere to test procedures, shall be subject to discipline for such refusal or failure.
Section 10.6. Testing procedures.
Upon determining that a Bargaining Unit Member must submit to a urinalysis test for alcohol or drug usage, the supervisor shall give the Member an opportunity, prior to the test, to request the presence, or to seek the advice, of a Union Representative. The Member and the Union Representative shall be afforded an opportunity to communicate any information or other explanation relevant to the circumstances to the supervisor who shall make a written notation thereof. The supervisor shall determine, after considering all of the circumstances, whether the test shall be administered. Any urinalysis test shall be given immediately after discussion with the Bargaining Unit Member and the Union Representative, but no more than one hundred and twenty (120) minutes after the reasonable suspicion determination has been made, whichever is sooner.

Section 10.7. Urine Samples.
The collection and processing of urine samples shall, in the case of drug testing, comply in all material and applicable respects to the procedures set forth in the most recent revision of the “HHS: Mandatory Guidelines for Federal Workplace Drug Testing Program” initially published on April 11, 1988 in 53 Federal Register 11970.

The collection and processing of urine samples shall, in the case of alcohol testing, comply with the commonly accepted testing methodology used in the community. The City shall contract with a certified laboratory for the processing and testing of urine samples. In the presence of the Bargaining Unit Member, and without ever leaving his or her sight, each urine sample taken shall be placed in a sterile screw-capped, self-sealed, tamper-resistant urine collection container which shall be sealed and labeled and then initialed by the Bargaining Unit Member. The sample shall be sent, by the most expedient means available, to the testing laboratory as soon as practicable on the day of the test. The collection of urine samples shall allow individual privacy unless there is reason to believe that the Member being tested may alter or substitute the specimen to be provided.

The laboratory shall commence testing only if the container is received in an undamaged condition, properly sealed and labeled, and properly initialed by the Bargaining Unit Member.

Section 10.8. Testing Methodology.
The laboratory shall employ such initial and confirmatory testing methodologies as are generally recognized and accepted as valid for the detection of the presence of alcohol or drugs. At a minimum, tests shall be conducted for the presence of alcohol, marijuana, cocaine, opiates, amphetamines, phencyclidine, and any drug listed as a Schedule I or II controlled substance under either federal or state law.

Section 10.9. Test Results.
Test results shall be certified only to the Bargaining Unit Member and the Fire Chief or his or her designee and shall be and remain confidential except to the extent that further action in accordance with this Article is taken, and then disclosed only on a need-to-know basis.
Section 10.10. Discipline or Other Disposition.
A positive test result for alcohol or drug usage may, depending on individual circumstances, result either in discipline or referral to the Member Assistance Program (MAP) as set forth in Article 12. In addition, any Member who voluntarily seeks assistance with a drug or alcohol dependency problem shall not be required to, but may, submit to a test and shall be initially referred to the MAP without any disciplinary action being taken.

A positive test result for alcohol or drug usage shall result in discipline to a Bargaining Unit Member where:

A. Job performance has been adversely affected; or

B. The Member has been given an opportunity, but has declined, to participate in the MAP; or

C. The Member has participated in the MAP, in which case the progress of recovery of such member shall be taken into consideration in any disciplinary action.

ARTICLE 11
USE OF TOBACCO PRODUCTS

Section 11.1. Purpose.
The City and the Union recognize the adverse affects of the use of tobacco products on the user of tobacco products and those who work with and in the same environment with the users of tobacco products. Tobacco products include chewing tobacco and snuff products.

Section 11.2. Non-tobacco Use Areas.
All Division of Fire and Emergency Medical Services buildings and vehicles are designated no tobacco use areas.

Section 11.3. New Employees.
All employees hired on or after January 1, 1994, or previously required by Sharon Township to be tobacco free, are required to sign a no tobacco use agreement as a condition of employment that is applicable for on- and off-duty hours, provided the use of smokeless tobacco is permitted on off duty hours.

Section 11.4. Other.
Tobacco products are not to be used when employees are in formation or part of a ceremony, in direct contact with a member of the public, or in view of the general public.
ARTICLE 12
MEMBER ASSISTANCE PROGRAM

Section 12.1.  Purpose.
The City and the Union recognize the value of a Member Assistance Program (hereinafter referred to as "MAP") to aid Bargaining Unit Members who are affected by alcoholism or other substance abuse conditions which manifest themselves in adverse health, behavioral, emotional, and family related problems and in impaired work productivity and effectiveness. The City and the Union acknowledge that such conditions are illnesses or problems which may be successfully treated or resolved. It is the purpose of this Article to make such treatment or resolution reasonably available to Bargaining Unit Members so affected.

Section 12.2.  Policy.
It is the policy of the City that local assistance services should be made reasonably available to a Bargaining Unit Member with an alcohol or other substance abuse problem which either results in noticeable changes in work performance or adversely affects the personal life of such Member. This policy strongly encourages such a Member to seek professional assistance or other appropriate means of support for resolving such problems. In furtherance of such policy, the following shall apply to the Members Assistance Program authorized by this Article.

A. A Member who has an alcohol or other substance abuse problem which may or does affect work performance is encouraged to voluntarily seek information and counseling on a confidential basis by utilizing such benefits as are available under the health plan of the City.

B. Whenever a Member refers himself or is formally referred for diagnosis and treatment, all records pertaining to such rehabilitation and treatment shall be kept in strictest confidence by the City, separated from the personnel file of the Member.

C. It is not the intent of the MAP to interfere in matters of discipline. Participants in a treatment program who are in compliance with the terms of said program shall be given due consideration in disciplinary action provided that the participant shall cause reports to be made to the City by the agency or individual providing treatment as to whether the Member is keeping scheduled appointments and is otherwise complying with the recommended course of treatment. Such reports shall be made to the City, at reasonable intervals, during the time of treatment or rehabilitation.

D. In cases involving professional treatment or rehabilitation, paid leave will be granted on the same basis it is granted for other health purposes. Leave without pay may be granted for treatment or rehabilitation when no paid leave is available to the participant.

E. A Member who is a participant in the MAP is responsible for correcting identified unsatisfactory work performance or behavior which is a result of alcoholism or other substance abuse.
F. Nothing in this policy shall be interpreted as constituting a waiver of the responsibility of the City to maintain discipline or of its right to take disciplinary measures in accordance with the provisions of this Agreement.

Section 12.3. Referral Procedure.
Whenever a Bargaining Unit Member voluntarily seeks assistance or whenever the work performance of a Member is deemed unsatisfactory, the supervisor will discuss the matter privately with the Member and with the Member's Bargaining Unit Representative if the Member requests the involvement of such Representative. If it appears that alcoholism or other substance abuse is a problem or that it may be causing the unsatisfactory work performance, the supervisor or Bargaining Unit Representative will only provide assistance in making appropriate professional treatment contact and will not delve into the nature of the problem nor attempt to diagnose or counsel the Member.

The City and the Union recognize that the City has the authority and responsibility to set acceptable work standards. If the work performance of a Member, who is a MAP participant, improves to the level agreed upon by the City and the Member at the time of professional referral, no disciplinary action will be taken. However, if the work performance problems of the Member continue, after a reasonable attempt at correction, progressive disciplinary action may be taken by the City as set forth in this Agreement.

ARTICLE 13
INVESTIGATIVE PROCEDURES

Section 13.1. Intent.
The City and the Union acknowledge that complaints or allegations involving the conduct of Bargaining Unit Members are occasionally made which require the City to make inquiry into the facts and circumstances surrounding the complaints or allegations, and, where appropriate, to take some responsive action. It is the intent of this Article to provide procedures which are designed to:

A. Afford fairness to Bargaining Unit Members in the conduct of such inquiries, including the right to respond to any complaints or allegations;

B. Conduct inquiries in a manner appropriate to the nature of the complaints or allegations; and

C. Strike a balance between the need to be responsive to legitimate concerns of the public and the need to protect Members from unwarranted accusations; and

D. Result in responsive action being taken which is consistent with the outcome of an inquiry.

Section 13.2. Supervisory Initiated Discipline.
This Article shall not govern matters of supervisory initiated discipline.
Section 13.3. Criminal Investigation.
All criminal complaints or complaints which could be considered criminal in nature will be referred to the proper police jurisdiction for investigation.

Section 13.4. Citizen Complaints.
If a complaint is made by any person outside the Division of Fire and Emergency Medical Services, which if true, could reasonably result in disciplinary action against the Member involving a written reprimand, suspension, reduction in rank or pay, or dismissals, the Member shall be given written notice of the complaint or allegation prior to any interview regarding such complaint. Any interview conducted in relation to the complaint shall be conducted at hours reasonably related to his shift, preferably during his or her working hours. The Member shall be permitted a reasonable amount of time to attempt to obtain representation from the Union. The Union representative shall be permitted to be present during such interviews. At the request of the Member, he or she shall be given a reasonable amount of time, prior to and during the interview, to locate and provide any documents in his or her possession regarding the complaint or allegation. Any interview of the Member may be recorded by the City. A copy of the complete taped interview, if any, shall be furnished at no cost, upon request, to the Member. A Member who is the subject of the interview shall be advised in writing of the disposition of the complaint.

Section 13.5. Anonymous Complaints.
An anonymous complaint alleging non-criminal inappropriate conduct by a Bargaining Unit Member shall be subjected to investigation only if corroborative evidence can be obtained. If no such corroborative evidence exists, the complaint shall be classified as unfounded and the accused Member shall not be required to submit a written report regarding the allegation. If no corroborative evidence exists no investigation shall occur and no disciplinary action shall be taken against the accused Bargaining Unit Member. This does not preclude constructive discussion between a Member and his supervisor.

Section 13.6. Grievance Procedures.
If any of the procedures set forth in this Article are alleged to have been violated, such allegations of procedural violations only (and not the conclusion) shall be subject to the grievance procedure beginning at the City Manager level.

ARTICLE 14
CORRECTIVE ACTION

Section 14.1. Discipline for Cause.
No Member shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause. In addition to violations of Laws and Ordinances, Personnel Rules and Regulations, Departmental Rules and Regulations, and this Agreement, examples of just cause may include, but are not necessarily limited to, the following:

A. Failure to follow the lawful orders of a person authorized to give such orders;
B. Absence from work without permission;

C. Habitual absence or tardiness;

D. Failure to perform assigned work in an acceptable manner;

E. Waste of material, property or working time;

F. Inability to get along with fellow employees so that work is hindered or does not meet required standards;

G. Drinking or using a drug of abuse on the job or appearing for work under the influence of alcohol or a drug of abuse;

H. Disrespect in dealing with the public;

I. Any conduct which adversely reflects on the professional reputation of the Member, the Division of Fire and Emergency Medical Services, or in general, or which evidences a lack of fitness or ability of the Member to perform the duties of his or her position in accordance with the standards of service established by the City.

J. Any felony, any crime involving a minor, any sex offense, any offense of violence, any theft offense, any drug abuse or any alcohol-related offense. Any Member who is charged with or arrested for any such offense may be placed on administrative leave (with pay), but may not be placed in a non-pay status or be discharged for reasons related to the offense until a final disposition of the matter is made.

Section 14.2. Progressive Discipline.
The principles of progressive disciplinary action shall be followed with respect to minor offenses; a minor reprimand, a written reprimand, and a suspension shall be given prior to demotion or dismissal. Disciplinary action shall ordinarily be taken in the first instance by the Bargaining Unit Member's immediate supervisor and secondarily by higher supervisory authority in the Division. The failure of the immediate supervisor to take such action shall not preclude any higher supervisory authority in the City from initiating disciplinary action. Such action may consist of any action which is appropriate to the offense including:

A. Minor reprimand;

B. Formal written reprimand which shall become part of the Member's personnel file;

C. Suspension from duty without pay;

D. Demotion in rank or reduction in salary; or

E. Dismissal.
Any disciplinary action which affects the pay or status of a Member shall be reviewed and approved by the City Manager prior to becoming effective. Nothing in this Section shall be deemed to preclude a Member from being relieved of duty, with pay, if in the judgment of any higher supervisory authority such action is necessary. In all cases of discipline, the Grievance Procedure set forth in this Agreement and the Worthington Codified Ordinances shall control.

Disciplinary action shall in all cases be dealt with in a confidential manner. Specifically, Members who are or who may be the subject of any disciplinary action and supervisors who take or are considering taking any disciplinary action shall refrain from discussing or otherwise disclosing such action to any persons except those who by regulations, ordinance, or other law are entitled to such information.

Section 14.3. Responsibility for Discipline.
The duty of maintaining discipline among Members shall rest initially with the immediate supervisor and finally with the City Manager.

Section 14.4. Copy of Discipline Record.
Whenever a disciplinary action is taken which results in a disciplinary action of record (Section 14.2), the Member shall be given a copy of such record.

Section 14.5. Disciplinary Hearing.
Prior to the imposition of any suspension, reduction in rank or pay, or dismissal, a Bargaining Unit Member shall be afforded the opportunity for a hearing before the City Manager. A Bargaining Unit Member may waive, in writing, his or her right to such a hearing and, upon doing so, shall be deemed to have waived irrevocably his or her right to any appeal of the suspension, reduction in rank or pay, or dismissal under any other provision of this Agreement or the Charter and Ordinances of the City.

The Bargaining Unit Member shall receive, at least five (5) days prior to the date of the hearing, written notice of (1) the date, time, and place of the hearing and (2) the specific matters or charges which will be considered at the hearing, together with the description of any testimony, documents or other evidence to be introduced by the City at the hearing. The Bargaining Unit Member may request a continuance of the hearing date, which shall be granted, provided that the rescheduled hearing is held within ten (10) days of the originally scheduled hearing date.

At the hearing, the City shall present the facts and circumstances which support the proposed suspension, reduction in rank or pay, or dismissal together with any testimony, documents, or other evidence related thereto. At the hearing, the Bargaining Unit Member shall have the right to be represented by a Union representative and to present testimony, documents, or other evidence and to call witnesses. The City and the Bargaining Unit Member shall each have the right to question the witnesses of the other. The City Manager shall record the hearing and provide, upon request, a complimentary copy of the recording to the Bargaining Unit Member, unless the City Manager and the Member agree that a record is unnecessary.
After the close of the hearing, the City Manager shall issue a written decision, and mail or deliver it to the Bargaining Unit Member and the Union Representative, if any, as soon as practicable. The City Manager shall endeavor to notify the Member prior to making a public statement regarding the disposition of the hearing.

ARTICLE 15
PERSONNEL RECORDS

Section 15.1 Personnel File
One personnel file shall be maintained for each Bargaining Unit Member and shall be in the custody of the Personnel Director. The personnel file shall contain all the official records of the City regarding an individual Member. Where past disciplinary actions or allegations of misconduct are relevant to the considerations of future disciplinary action or of promotion, only those disciplinary actions of record contained in the personnel file shall be considered. A Member may review his personnel file at reasonable times upon written request to the Personnel Director. Copies of documents shall be made available to the employee at a reasonable charge: said copies shall be marked "Employee's Copy". The confidentiality of matters contained in a personnel file shall be the responsibility of the Personnel Director who shall release only such information permitted by law. The City shall comply with the provisions of Ohio law regarding personnel records of Bargaining Unit Members, including the provisions of Section 149.43 of the Ohio Revised Code. In recognition of the legal requirement to protect a member from disclosure of certain personal information, including his or her home address and telephone number, the City shall (1) require any person seeking to inspect the personnel records of a Member to identify himself or herself and (2) prior to inspection, redact any information which is not subject to inspection pursuant to applicable law.

The Member shall be notified of any inspection of his or her personnel file made pursuant to Section 149.43 of the Ohio Revised Code.

The City shall require a written request for copies of all or a portion of the personnel file of a Member and shall provide such copies by the close of the next business day after receipt of the request. The City shall endeavor to immediately notify the Member, by telephone or other practical means, of such request in order to provide the Member with the opportunity to take action with respect to such request. Where a request to inspect or copy the personnel file of a Member has been made, the City shall, as soon as practicable, make the file available to the Member without first requiring the Member to make a written request for access to the file.

Section 15.2 Retention of Records
All actions of record, including minor reprimands, written reprimands, suspensions, or dismissal, will be maintained in each Member’s personnel file throughout his period of employment with the exception that records of minor reprimands and written reprimands will be removed from the file upon the request of the Member two (2) years after such was given if no further disciplinary action has occurred. Minor reprimands and written reprimands so removed from a personnel file shall be destroyed. In any case in which a suspension, reduction in pay or position, or dismissal is

Commented [RS10]: Revise language to provide for consistency with the public records law. Persons seeking to inspect personnel records do not have to identify themselves and requests do not have to be in writing.

Commented [RS11]: Remove reference to the Personnel Appeals Board. Revise language so that minor reprimands and written reprimands removed from a personnel file will be moved to an out of date materials file. Items in the out of date file will not be used for progressive discipline.
disaffirmed through the Grievance Procedure or by the Personnel Appeals Board, or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmance. Copies of commendations, letters of appreciation and like matters concerning an individual Member shall also be maintained in his personnel file. The City shall take such steps as are necessary pursuant to Section 149.351 of the Ohio Revised Code to comply with the provisions of this Section.

Section 15.3. Inaccurate Documents.
If, upon examining his personnel file, a Member has reasons to believe that there is an inaccuracy in documents contained therein, he may write a memorandum to the Personnel Director explaining the alleged inaccuracy. If the Director concurs with the Member's contentions, he shall either correct or remove the faulty document or attach the Member's memorandum to the document in the file and note thereon his concurrence or disagreement with the memorandum's contents. The decision of the Personnel Director in regard to inaccurate documents shall be final.

Section 15.4. Placement of Material in Personnel File.
No document which does not include as a part of its normal distribution a copy to the Bargaining Unit Member, or which does not originate with the Member, shall be placed in the personnel file unless the Member is provided a copy. Anonymous material shall never be placed in the Member's personnel file.

ARTICLE 16
EQUIPMENT USE

The City and Bargaining Unit Members shall use their best efforts to maintain in the best possible working condition the tools, facilities, vehicles, supplies and equipment furnished by the City. Members shall be responsible for reporting potentially unsafe conditions or practices, and for properly using and caring for tools, facilities, vehicles, supplies, and equipment provided by the City.

ARTICLE 17
WORK RULES

The City shall promulgate and distribute work rules to all Bargaining Unit Members. An allegation by a Bargaining Unit Member that a work rule, General Order, General Operating Guidelines, or the like as applied to such Member is in violation of a specific provision of this Agreement or is in conflict with this Agreement shall be subject to the Grievance Procedure. The City will provide the Union copies of any revised or new work rules, General Orders, and like matters.

The City shall not expect Bargaining Unit Members to comply with revised or new work rules, General Orders, or like matters until they have been promulgated and distributed.
ARTICLE 18
NEGOTIATIONS AND DISPUTE RESOLUTION

Section 18.1. Committees.
The Union and the City have the right to select their own Negotiations Committee and to change Committee Members at will. The Union specifically reserves the right to have the Union President or his designee, the Union attorney, accountants or consultants selected by the Union, serve as Member's of the Negotiations Committee. Negotiations will normally be held on off-duty days for the majority of Negotiating Committee Members; however, in no event shall more than one (1) Bargaining Unit Member serving on the Union's Negotiations Committee serve on paid status and then only during the portion of time when negotiations correspond to such Members' regularly scheduled on-duty time.

Section 18.2. Obligation to Bargain.
The parties are obligated to bargain collectively with one another in good faith effort to reach agreement. Good faith means that each party will deal with the chosen representatives of the other; will deal with the other honestly and in a bona fide effort to reach agreement; will meet at reasonable times and places to facilitate negotiations; will have the necessary authority to make proposals and counterproposals, to compromise, and to make agreements, all subject to final ratification, will provide supporting data and rationale for its own proposals and counterproposals; will not assume positions at the beginning which it describes as fair and firm, and thereafter not subject to further negotiations; and will not arbitrarily or capriciously reverse positions previously taken. Such good faith bargaining does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

Section 18.3. Information.
The parties shall provide each other with such relevant financial and other information as may reasonably be requested to assist the parties, develop proposals and counterproposals, and to negotiate in good faith.

Section 18.4. Private Meetings.
The parties agree to negotiate in private meetings pursuant to Section 4117.21, Ohio Revised Code. Such meetings will be held, unless mutually agreed otherwise, during a period beginning not later than one hundred twenty (120) and not more than one hundred fifty (150) days before the expiration of this Agreement. Not less than sixty (60) days before the expiration of this Agreement, one or both of the parties shall file with SERB the notice of negotiations required by Section 4117.14 (B) (1)(c).

Section 18.5. Spokesperson.
The Negotiation Committees will formally communicate with each other through a spokesperson designated by each party.

Section 18.6. Minutes.
Each party may informally keep its own minutes or written records of the negotiations. No official transcript of the negotiations will be maintained.
Section 18.7. Initial Meeting.
At the initial negotiations meeting, each party will explain the basic structure and content of its proposals, except that either party may reserve its presentation as to economic matters to a later date. Nothing herein precludes either party from making a preliminary written submission of its proposal to the other party prior to the initial meeting.

Section 18.8. Caucus and Adjournment.
Either party has the right to call a caucus at any time or to adjourn the negotiations session.

Section 18.9. Confidentiality.
The parties recognize the necessity of maintaining confidentiality during the collective bargaining process. To that end, there shall be no comment or release made to the media concerning any aspect of negotiations without five (5) days notice to the other side unless such a release is made by mutual agreement.

Section 18.10. Agreement Approval.
A. Bargaining Unit Approval.
Within seven (7) days of the date upon which the Committees finalize an Agreement, the Union shall submit to Members of the Bargaining Unit a request for ratification of the Agreement, the result of which shall be immediately communicated to the City negotiation chairperson.

B. City Approval.
Upon ratification by the Bargaining Unit and within fourteen (14) days of the date upon which the Committees finalize an Agreement, the City shall submit to City Council a request for approval of funds necessary to implement the Agreement, for approval of the remaining provisions of the Agreement, and for authority for the City Manager to execute same. City Council shall approve or reject the submission as a whole, and the submission shall be deemed approved if Council fails to act within thirty (30) days after the City submits the Agreement. When so approved by Council and by the Bargaining Unit Members, the Agreement shall be binding upon the City, City Council, the Union and the Members of the Bargaining Unit.

Section 18.11. Reopening Negotiations.
If either City Council or the Bargaining Unit Members reject the submission, either the City or the Union may reopen all or part of the entire finalized Agreement. Upon reopening, the City and the Union shall negotiate for a period of five (5) calendar days in an attempt to reach an Agreement. If an Agreement is not reached and such period is not extended by mutual agreement, the provisions of Section 12 of this Article (Dispute Resolution) shall be followed notwithstanding the time provisions thereof.
Section 18.12. Dispute Resolution.

Upon either (1) agreement of the parties that they are unable through negotiations to reach a successor Agreement or (2) the parties are unable through negotiations to reach a successor Agreement before fifty-five (55) days before the expiration of this Agreement, whichever first occurs, either party or both parties jointly may call for all issues in dispute to be submitted to the following negotiated Mediation-Arbitration procedure, in lieu of the provisions of Section 4117.14(C), of the Ohio Revised Code.

A. Mediation. The Federal Mediation Conciliation Services (FMCS) shall be requested to immediately appoint a mediator to assist the parties in the collective bargaining process.

B. Arbitration. If after receiving assistance of the FMCS mediator, but not later than forty-five (45) days before the expiration date of this Agreement, the parties are unable to reach an agreement they shall submit all issues in dispute to binding arbitration confined to a choice of the last offer of each party on each issue submitted. Mediation shall continue pending the arbitration hearing.

C. Citizen’s Conciliation Council. A three (3) member Citizen’s Conciliation Council (the “CCC”) consisting solely of residents of the City of Worthington, shall be appointed no later than thirty-five (35) days before the expiration of this Agreement. The City and the Union shall each select one member who shall select the third member who shall also be the CCC Chairperson. If the two members cannot agree upon a third member within five (5) days after their appointment, the State Employment Relations Board (SERB) shall be requested to appoint the third member.

D. Arbitration Guidelines. The following guidelines shall apply to final offer settlement arbitration proceedings under this Article.

1. The parties shall submit to arbitration by the CCC those issues upon which they have not reached agreement, and other matters mutually agreed to by the City and the Union.

2. The parties in conjunction with the CCC shall arrange for an arbitration hearing to be held not later than thirty (30) days after the selection of the CCC. Not later than five (5) days before the arbitration hearing, each of the parties shall submit to the CCC and the other party a written report summarizing the unresolved issues, each party’s final offer as to the issues, and the rationale for their positions.

3. At the arbitration hearing, the CCC, at the request of either party or on its own initiative, shall hear testimony from the parties and accept other evidence relevant to the issues in dispute. The CCC shall have the authority to issue subpoenas, administer oaths, and to make a written record of any hearing.

4. After the hearing, the CCC shall, as expeditiously as practicable, resolve the dispute between the City and the Union by selecting, on an issue-by-issue basis, from
between each party’s final offers on those issues in dispute, taking into consideration, pursuant to Section 4117.14(G)(7) of the Ohio Revised Code, the following items:

a. Past Agreements between the parties;
b. Comparison of the issues submitted to final offer settlement and each party’s final offer as to each issue with respect to wages, hours, and terms and conditions of employment generally prevailing in Fire Departments of similar size in Central Ohio communities of similar size;
c. The interests and welfare of the public, the ability of the City to finance and administer the issues proposed, and the effect of the adjustments on the normal standards of public service;
d. The lawful authority of the City;
e. The stipulation of the parties;
f. Such other factors as may be relevant to the decision of the CCC.

The determination of all issues shall require the majority vote of the CCC. The CCC shall make written findings of fact and shall issue a written opinion and order upon the issues presented to it, and upon the record made before it and shall mail or otherwise deliver a true copy thereof to the City and the Union.

E. Effective Date. Increases in rates of compensation and other matters with cost implications awarded by the CCC shall be effective on January 1, 2015, and retroactive to that date, if necessary. The parties may, at any time, amend or modify the CCC award or order by mutual agreement.

F. Agreement Continues. The parties shall continue in full force and effect all the terms and conditions of this Agreement for a period after the expiration date of such contract, until the final decision of the CCC has been issued and incorporated into a new Agreement. The decision of the CCC, in accordance with Section 4117.14(I), of the Ohio Revised Code, is final and will be binding upon the parties. The City and the Union shall take whatever actions are necessary to implement the decision of the CCC in the shortest practicable period of time.

G. State Law. The award of the CCC made under this Agreement is subject to Chapter 2711 of the Ohio Revised Code.

H. Costs. The parties shall bear equally the cost of the arbitration procedure.
ARTICLE 19
WAGES

Section 19.1. Wage Ranges and Rates.

The following wage rates will be effective January 1, 2012.

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Commented [RS13]: Modify this section to provide for a $2,500 lump sum payment per member upon ratification of the contract; 3% increase to base wages effective 12/7/2015; 2.5% increase to base wages effective 1/1/2016, and 2.0% increase to base wages effective 1/1/2017.
The following wage rates will be effective January 1, 2013.

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<td>$77,487.54</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The following wage rates will be effective January 1, 2014.

<table>
<thead>
<tr>
<th>Title</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Firefighter</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly</td>
<td>18.6459</td>
<td>21.6817</td>
<td>23.3514</td>
<td>25.1035</td>
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<tr>
<td><strong>Classifications</strong></td>
<td>$51,388.00</td>
<td>$59,754.78</td>
<td>$64,356.56</td>
<td>$69,185.30</td>
</tr>
<tr>
<td><strong>Fire Inspector</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly</td>
<td>24.7057</td>
<td>28.7282</td>
<td>30.9406</td>
<td>33.2621</td>
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<tr>
<td>Annual</td>
<td>$51,388.00</td>
<td>$59,754.78</td>
<td>$64,356.56</td>
<td>$69,185.30</td>
</tr>
<tr>
<td><strong>Lieutenant</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly</td>
<td>26.8599</td>
<td>28.1159</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual</td>
<td>$74,025.78</td>
<td>$77,487.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Inspector</strong></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Hourly</td>
<td>35.5893</td>
<td>37.2536</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Lieutenant</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual</td>
<td>$74,025.78</td>
<td>$77,487.55</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Captain</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hourly</td>
<td>29.2400</td>
<td>30.9275</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual</td>
<td>$80,585.55</td>
<td>$85,236.29</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

These wages were arrived at by carrying the same 2011 rates and salary into 2012 and 2013 and then increasing the 2011 rates and salary by 10% for January 1, 2014. Hourly rates for Firefighter Classifications, Lieutenant, and Captain were arrived at by dividing the annual salary by the yearly scheduled hours of two thousand seven hundred fifty six hours (2,756) (fifty-three (53) hours per week). Hourly rates for Fire Inspectors and Fire Inspector Lieutenant were arrived at by dividing the annual salary by the yearly scheduled hours of two thousand and eighty hours (2,080).
**Section 19.2. Pension.**

The City shall pick up (assume and pay), in lieu of payment by the employee, the portion of the employee contribution to the Police and Fire Pension Fund (hereinafter, "Fund") as set forth below:

- For the year 2012 – 10%
- For the year 2013 – 10%
- Beginning January 1, 2014 and thereafter – 0%

Any remaining portion of the employee contribution which might exist shall continue to be paid by the employee. The provisions of this Article shall apply uniformly to all Members, and no Member shall have the option to elect a wage increase or other benefit in lieu of the payment provided for herein.

The amount of the employee contribution that is assumed and paid by the City under the terms of this Section shall not be included in the Member's total earned compensation for the purpose of State and Federal tax. It is recognized, however, that should the rules of the Internal Revenue Service or the State Retirement Funds change to prohibit this pension pick-up or make such pick up taxable to employees, then members shall be paid in cash for all amounts that otherwise would have been paid on their behalf under this Section.

**Section 19.3. Paramedic Differential.**

Each paramedic operating under the paramedic job description as approved by the Chief shall receive a paramedic differential equal to four percent (4%) of Top Step Firefighter Annual Base Salary. The paramedic differential shall be paid in two equal payments, payable the first pay day of July and the first pay day of December of each calendar year. If a paramedic works only a portion of a calendar year in paramedic status, the paramedic differential shall be prorated accordingly.

**Commented [RS14]: Increase paramedic differential from 4.0% to 4.5% effective in 2017.**

**Section 19.4. Hazardous Materials Training and Differential.**

A. Training and Operations Differential

Each Member shall receive in addition to his/her regular pay a yearly hazardous materials training and operations differential of six hundred ($600.00) dollars per calendar year. This differential shall be paid the first payday of July of each calendar year. If a Bargaining Unit Member works only a portion of a calendar year, the training and operations differential shall be prorated accordingly.

B. Hazardous Materials Technician Differential

Each Member who is certified as a hazardous materials technician shall receive in addition to the member's regular pay a yearly hazardous materials technician differential of six hundred ($600.00) dollars per calendar year. This differential shall be paid the first payday of July of each calendar year in addition to the hazardous materials training and operations differential. If a hazardous materials technician works only a portion of a calendar year, the hazardous materials technician differential shall be prorated accordingly. A Member who is a hazardous materials technician must remain certified unless prior approval is granted by the Chief.
Section 19.5. Maintenance Differential.
Should a Member be appointed to coordinate the maintenance of the Division's apparatus and equipment, such Member shall receive, in addition to his/her regular pay, a Maintenance Differential of one thousand ($1,000.00) dollars per calendar year. The maintenance allowance shall be paid in two (2) equal payments of five hundred ($500.00) dollars payable the first pay day of July and the first pay day of December of each calendar year. If an employee works only a portion of a calendar year in maintenance status, the maintenance differential shall be prorated accordingly. Nothing in this agreement shall require the City to maintain the position of maintenance coordinator.

Section 19.6. Annual Service Credit.
Bargaining Unit Members shall receive an annual service credit payment based on completed years of continuous service according to the following schedule:

- Five through Ten Years: $1,050.00
- Eleven through Fifteen Years: $1,200.00
- Sixteen through Twenty Years: $1,300.00
- Twenty-one Years and above: $1,400.00

The annual service credit payment shall be made in accordance with the above schedule, in a separate lump sum payment based on completed years of continuous service as a Member in the Worthington Fire and Emergency Medical Services or its predecessor, as of the first day in July and paid during the second pay period in July each year.

Additionally, the one (1) Member with twenty (20) or more years of service, as defined above, as of the first pay period in January, 1995 shall receive a transition adjustment of one thousand three hundred and seventy-five ($1,375.00) dollars paid in the second pay period in July each year.

If a Bargaining Unit Member resigns or retires before or after the payment of the annual service credit payment, he or she shall be paid a prorated share of the annual service credit payment for the partial year of service, if in good standing at the time of resignation or retirement. Bargaining Unit Members who resign or retire prior to the 15th calendar day of any month shall receive credit for all months of service prior to the current month. Bargaining Unit Members who resign or retire on or after the 15th calendar day of any month shall receive credit for all months of service including the current month.

Section 19.7. Pay Plan Administration.
The following provisions shall apply to the administration of the pay plan as set forth in Section 19.1 of this Article:

A. Firefighter Classifications and Fire Inspectors.
The "A" step shall be the minimum rate and shall be the hiring rate for firefighters and fire inspectors. All new employees shall serve a one-year probationary period from date of hire. During this probationary period, employees may be terminated without recourse. A
Member becomes eligible and may be advanced by the City to the next step after successful completion of twelve (12) months of continuous service from date of hire. Thereafter, the Member becomes eligible for advancement to the next step after the successful completion of each twelve (12) months of continuous service.

B. Lieutenants, Inspector Lieutenants, and Captains.
When a Member is promoted to the rank of Lieutenant, Inspector Lieutenant, or Captain, the pay rate shall be step "A" of the rate provided for such rank. The Member becomes eligible, and may be advanced by the City, to the "B" step after successful completion of twelve (12) months of continuous service from the date of promotion.

For the purpose of this Article, "continuous service" shall mean time in paid status with Sharon Township and the City of Worthington, and time on authorized unpaid leave as a result of a service-related injury with Sharon Township and the City of Worthington. Time off for unauthorized leave or for disciplinary reasons shall delay wage step increases for the number of workdays involved.

ARTICLE 20
REGULAR WORK PERIODS AND OVERTIME

Section 20.1. Hours of Work.

A. Forty-hour Members.
The seven (7) day work period shall consist of five (5) eight (8) hour days followed by two (2) days off or four (4) ten (10) hour days followed by three (3) days off. The rates of pay and ranges prescribed in the pay plan for the respective positions are based on an average work week of forty (40) hours and a typical work year of 2,080 hours.

B. Three-Platoon Members.
Regular hours for three-platoon members shall be 212 hours in a 28-day period, with an average of fifty-three (53) scheduled hours per week.

The 28-day period shall be assigned and scheduled by the Fire Chief. The regular workday for three-platoon members shall be twenty-four (24) hours, beginning at 7:30 a.m. of one morning and ending at 7:30 a.m. of the following calendar day with two (2) consecutive twenty-four (24) hour shifts off duty during the work period. Each three-platoon member shall be given one day off ("Kelly Day") every twenty-eighth (28th) scheduled workday. This "Kelly Day" is a continuous twenty-four (24) hour period of time off duty to bring the workweek to an average fifty-three (53) hours during the 28-day period. The hourly wage is based upon a yearly schedule of two thousand seven hundred fifty-six (2756) hours.

The three-platoon members "Kelly Day" shall be selected on the basis of unit seniority. After the "Kelly Day" is assigned, the three-platoon member will keep his assigned day unless the member is transferred, retires/resigns, or a leap year occurs. In the case of a transfer, the three-platoon member shall select a "Kelly Day" by the basis of availability on that unit. In the case of a member retiring or resigning, that "Kelly Day" shall be open for bid on the basis of unit seniority. In the case of a leap year, all "Kelly Days" shall be re-selected on the basis of unit seniority.
When new firefighters are assigned to a unit, the Fire Chief shall assign the "Kelly Day" to each new firefighter.

The "Kelly Day" shall not lower the number of three-platoon personnel currently allowed off each duty day. Beginning in 2010 and beyond, the number of three-platoon personnel currently allowed off duty each duty day is two (2) and includes the Battalion Chief(s), whether or not they are members of the Bargaining Unit, and any other three-platoon or 53-hour personnel. However, if there are two (2) three-platoon personnel off on a "Kelly Day," including Battalion Chief(s), whether or not they are members of the Bargaining Unit, and any other three-platoon or 53-hour personnel, then the number of three-platoon personnel allowed off duty shall be reduced to one (1) for that duty day.

Section 20.2. Overtime.
A. Forty (40) hour Members shall be compensated for overtime at the rate of one and one half (1 1/2) times the forty (40) hour rate for time worked in excess of:
   1. Forty (40) hours in a work period;
   2. Eight (8) hours in a day if scheduled for five (5) eight-hour days;
   3. Ten (10) hours in a day if scheduled for four (4) ten-hour days.

B. Any non-FLSA exempt Member requested by the Division to work unscheduled overtime (except as stipulated in Emergency Call-in) shall be paid at a rate of one and one half (1 1/2) times the regular hourly rate for all hours worked.

C. For scheduled overtime, three-platoon members shall be compensated at the rate of one half (1/2) times the fifty-three (53) hour rate for time worked in excess of 212 hours per 28-day work period.

Section 20.3. Temporary Work Assignment.
Whenever a Bargaining Unit Member is specifically assigned and designated by a supervisor to perform the duties of a higher rank and works a minimum of eight (8) consecutive hours in said capacity such Member shall be paid at the "A" step of that higher rank for all hours worked.

Section 20.4. Call-In Pay and Court Pay.
Whenever a Bargaining Unit Member is called in or called back to work at such a time that does not abut his shift, he or she shall receive pay at the rate of one and one-half (1-1/2) times the regular hourly rate of pay for all hours worked, with a minimum of three (3) hours for each call-in or call-back. Members called in for work for hours abutting their scheduled work shall be paid at one and one-half (1-1/2) times their regular hourly rate for unscheduled hours worked. Call-in pay does not apply to meetings.

Members who are required to appear in court or any court proceedings during hours other than their shift hours shall receive pay in accordance with this Section for all such hours worked or the minimum hours provided, whichever is greater. This shall include a maximum one-half (1/2) hour travel time between the Division of Fire and any court outside the City Limits of Worthington and

Commented [RS19]: Modify language to clarify that this does not apply to personal matters.
exclude unassigned preparation time. A Member's call-in or call-back abuts his shift only when he reports for said call-in or call-back less than one-half hour from the start or end of his regular shift. If in connection with a court appearance or proceeding the Member chooses to be on-call (with the approval of the court) the Member shall be compensated at one and one-half times (1-1/2) the Member's regular rate of pay for all such hours in on-call status, Members shall be guaranteed a minimum of two (2) hours pay at the overtime rate for each on-call. Compensation for on-call pay shall be paid only if such status is specifically authorized by the City Manager, Fire Chief or court official.

**Section 20.5. Substitution (Trading) of Time.**
If a three-platoon Bargaining Unit Member, with the approval of the supervisors involved, and solely at the Member's option, agrees to substitute during scheduled work hours for another Member, the hours the Member works as a substitute shall be excluded in the calculation of hours for which the Member is entitled to overtime. The Department shall keep a record of the hours of substitute work.

**ARTICLE 21
LEAVES**

**Section 21.1. Holidays.**
The following days are declared to be paid holidays which will be observed by the City and Bargaining Unit Members:

1. New Year's Day - January 1st
2. Martin Luther King Day - 3rd Monday in January
3. Presidents' Day - 3rd Monday in February
4. Memorial Day - Last Monday in May
5. Independence Day - July 4th
6. Labor Day - 1st Monday in September
7. Columbus Day - 2nd Monday in October
8. Thanksgiving Day - 4th Thursday in November
9. Day following Thanksgiving Day - 4th Friday in November
10. Christmas Day - December 25
11. The Half-day before Christmas Day
12. The Half-day before New Year's Day
13. Bargaining Unit Member's Personal Holiday

**Commented [RS20]:** Substitute Veterans Day for Columbus Day.

**Commented [RS21]:** References to Battalion Chief(s) in this section will remain.

**Section 21.2. Holiday Leave Pay.**
Forty (40) hour Members shall be entitled to be absent from duty without loss of
Compensation on the holidays listed in Section 21.1 of this Article. Should the forty (40) hour Member be called in to work on a listed holiday, the forty (40) hour Member shall be compensated at two times his regularly scheduled rate of pay for each hour worked. To receive holiday leave pay for an observed holiday, the forty (40) hour Member must not have been absent without authorized leave on either the workday before or after the holiday. If the forty (40) hour Member is on sick leave the workday before or after a holiday the City may require a doctor's certificate to become eligible for holiday leave.

Holiday leave pay for all three-platoon Bargaining Unit Members who are required to work holidays on a regular basis shall be compensated by crediting each Member with one hundred sixty eight (168) hours in 2009, one hundred ninety two (192) hours in 2010, and two hundred sixteen (216) hours of holiday leave in 2011 and beyond. For an employee hired during a calendar year, the number of leave time hours will be prorated on the basis of the number of holidays occurring after the employee's first scheduled day of work. Holiday leave may be taken in minimums of four (4) hour increments to a maximum of one-half of the three-platoon employees annual accumulation. Any balance of unused time remaining as of December 1 shall be paid in an additional check in the first pay period of December.

In addition, the following holidays which are actually worked by Bargaining Unit Members on their regularly scheduled unit day will be compensated at the rate of one and one-half (1½) times the Member’s regular hourly rate of pay. These holidays are: Thanksgiving, Christmas and New Year’s Day. This additional compensation will not apply to those working overtime on these three holidays who are already receiving compensation at the rate of one and one-half (1½) times the regular hourly rate of pay. In 2009, only two (2) Bargaining Unit Members will be allowed off on voluntary leave (Annual Leave, Kelly Day, Holiday Leave, FLSA Leave) on these three holidays. Beginning in 2010 and beyond, only two (2) three-platoon personnel, including the Battalion Chief(s), whether or not they are members of the Bargaining Unit, and any other three-platoon or 53-hour personnel, will be allowed off on voluntary leave (Annual Leave, Kelly Day, Holiday Leave, FLSA Leave) on these three holidays.

Should a Member resign, retire, or be separated from employment prior to the end of the calendar year, the City shall withhold from the last pay due said Member pay for any holiday for which the Member was compensated but that occurs after his resignation, retirement, or separation.

Section 21.3. Vacation Leave.
The following provisions shall apply to the administration of vacation leave for all Bargaining Unit Members:

A. Vacation Accrual for Members Working Forty (40) Hour Work Weeks.
All Members with less than eight (8) years of continuous service with the City shall be entitled to one (1) workday of paid vacation for each calendar month of service. Members with eight (8) or more years but less than twelve (12) years of service shall accrue paid
vacation at the rate of one and one-half (1 1/2) workdays per calendar month of service. Members with twelve (12) or more years, but less than sixteen (16) years of service shall accrue paid vacation at the rate of one and three-fourths (1 3/4) workdays per calendar month of service. Members with sixteen (16) or more years of service shall accrue paid vacation at the rate of two (2) workdays per calendar month of service.

B. Vacation Accrual for Three-Platoon Members.
All Members with less than eight (8) years of continuous service with the City shall be entitled to one hundred and twenty (120) hours of paid vacation per calendar year. Members with eight (8) or more years but less than twelve (12) years of service shall accrue paid vacation at the rate of one hundred and seventy-six (176) hours per calendar year. Members with twelve (12) or more years but less than sixteen (16) years of service shall accrue paid vacation at the rate of two hundred thirty-two (232) hours per calendar year. Members with sixteen (16) or more years of service shall accrue paid vacation at the rate of two hundred and eighty-eight (288) hours per calendar year of service.

C. Vacation Carry-Over and Pay.
Members may carry vacation time over from one calendar year to the next, in an amount of up to 240 hours for 40-hour Members, and 336 hours for three-platoon Members. In no event may a Member carry over vacation time so as to create a total of unused vacation credit greater than the amounts listed above.

D. Pay in Lieu of Vacation.
All Members working forty (40) hour workweeks with eight (8) years of continuous service with the City may request up to forty (40) hours of vacation leave be converted to pay after they have taken three (3) weeks, one hundred twenty (120) hours of vacation. All three-platoon Members with eight (8) years of continuous service with the City may request up to forty nine (49) hours of vacation leave be converted to pay after they have taken one hundred forty seven (147) hours of vacation. Requests shall be submitted in writing to the Finance Director by November 15, to be paid with the first payroll in December. If the requests exceed $15,000 annually, each request will be granted on a pro-rata basis. For this provision, a Member’s vacation leave taken shall be measured by a fiscal year beginning November 16th of prior year to November 15th of current year.

E. Vacation leave requests shall be made to the Chief in writing prior to the first of the year. Requests for vacation will be granted and/or denied at the discretion of the Chief. Vacation leave is to be taken in minimum units of 1 hour increments for 40-hour Members, and minimum units of 4 hour increments, which may be increased by hourly increments after the initial 4 hour unit, for three-platoon Members.

F. Requests for vacation leave in less than 12 hour increments and not in a continuous block of vacation requested prior to the first of the year, will not be granted if such request will result in inadequate staffing levels, including but not limited to a situation where the City
must pay overtime due to such request. The Chief shall have sole discretion to grant or deny vacation requests in this and any other situation.

G. The Chief shall make every attempt to grant all requested vacation, however, vacation requests may be denied where such requests may result in inadequate levels of staffing. The Chief shall have the sole discretion in determining the effects in staffing of vacation requests.

H. Members who have been scheduled to attend an official department function (for example, but not limited to, department training session, evaluation session, testing session, medical examination, or physical fitness testing) shall not be eligible for vacation on the date of the scheduled event, unless vacation had been scheduled before the date on which the event schedule was published. The Chief shall have sole discretion to grant or deny "Instant Vacation" requests.

I. For determining vacation allowance under this section, years of service credited to a Member with the Sharon Township Division of Fire shall be included in any calculation; Sharon Township service shall also be included in determining a Member's "Years of Service." Under this Section, a Member's probation status shall be included with regular status for the calculation of a Member's continuous service time.

J. A member may only use vacation time which he or she has already earned.

K. Subject to the provisions of Section 21.13 of this Agreement, upon separation of service with the City for any reason, a Member's accumulated but unused vacation time shall be paid in cash to the Member at their current rate of pay in effect at the time of their separation. However, such payment, except in the case of death of the Member, shall not exceed the maximum accumulation and carry-over amounts listed in subparagraph C of this section.

Section 21.4. FLSA Leave.
All full-time three-platoon fire fighting employees working a full calendar year or hired during the month of January shall receive fifty-two (52) hours of FLSA leave. Of the fifty-two (52) hours, forty-eight (48) hours shall be scheduled in increments of two (2) 24-hour days, not occurring in a 28-day pay period that the three-platoon member is scheduled to work 240 hours. The remaining four (4) hours may be taken at any time.

No FLSA leave can be scheduled until the Kelly Days and the regular vacation picks have been completed. All FLSA Leave shall be requested to the Chief prior to the first of each year. FLSA Leave may not be scheduled during a pay period when a Kelly Day has been scheduled. FLSA Leave cannot be carried from one year to the next. Unused FLSA Leave cannot be converted to cash. Therefore, if remaining FLSA Leave is not scheduled by October 1, the Chief shall schedule the Member's FLSA Leave at his discretion which shall be taken by the Member before the end of the year.
Section 21.5. Sick Leave.
The following provisions shall apply to the administration of sick leave for all Bargaining Unit Members:

A. Sick Leave Accrual.
Members working a forty (40) hour work week shall be entitled to sick leave with pay at the rate of ten (10) hours for each completed calendar month of service as either a probationary or regular employee. Sick leave may be accumulated without limit.

Three-platoon members shall be entitled to sick leave with pay at the rate of fourteen (14) hours leave for each completed calendar month of service as either a probationary or regular employee. Sick leave may be accumulated without limit.

B. Sick Leave Use.
Sick leave shall be allowed only in case of actual illness, injury, disability, or pregnancy related condition of the Member; or illness, injury or pregnancy-related condition of the Member's immediate family reasonably requiring the presence of the Member; or for necessary appointments with licensed practitioners; or for confinement because of quarantine, communicable disease or death in the immediate family. Immediate family is defined as a Member's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, legal guardian, or other person in loco parentis.

If sick leave is used because of death in the immediate family, such leave use shall be limited to five (5) days for forty (40) hour personnel and forty-eight (48) work hours for three-platoon personnel.

Sick leave may also be used in the case of adoption or natural childbirth should either parent choose to be the primary care-giver. Such use of sick leave shall be allowed only until the child is six weeks of age.

C. Sick Leave Verification.
Whenever a Member uses sick leave, he may be requested by the Fire Chief or by the Director of Personnel to submit a certificate from a licensed practitioner verifying his use of sick leave and/or ability to return to work. If the Fire Chief or the Director of Personnel has reason to believe that a second opinion is necessary to determine the Member's ability to return to work, the Member may be requested to submit to an examination by a City physician verifying the Member's ability to return to work. The Member shall supply the City physician with all pertinent medical records and information. If the Member has supplied the City with a certificate from a licensed practitioner that states that the Member is able to return to work but the Member is referred to the City physician for examination, the Member shall be placed on administrative leave with pay until the Member's ability to return to work is determined in accordance with this Section. Should there be a difference
of opinion between the Member's physician and the City's physician, the Director of Personnel and the Member, or their representatives, shall within ten (10) days of the determination by the City's physician select a neutral third physician with expertise in the medical condition being evaluated for determination as to ability to return to work. The Director of Personnel and the Member shall supply the physician with all necessary information on the job duties of the Member, all pertinent medical records and information, and the Member shall agree to the release of medical information to the physician. The decision of the neutral third physician shall be final. If the decision of the neutral third party physician determines that the Member should not be returned to work, all administrative leave granted after the determination by the City physician pursuant to this section shall be charged to sick leave or other available leave as appropriate.

D. Sick Leave Notification.
In requesting sick leave, a Member shall notify his supervisor as far in advance as possible; however, such notification shall be made not later than one (1) hour prior to the time the Member is scheduled to report to work. This provision may be waived by the Director of Personnel if the Member submits evidence to the Director of Personnel which indicates that it was impossible to give such notification or if the use of sick leave is for a continuous period of time such that daily notification is not warranted. Sick leave requests for appointments with a licensed practitioner must be submitted forty-eight (48) hours in advance.

E. Sick Leave Payments Upon Termination.
A Member who is to be separated from City service through disability retirement, retirement, or layoff may, if he so desires, be paid in lump sum according to the following schedule:

1. No lump sum payment for the first two hundred and thirty-two (232) hours;

2. Conversion for all accrued hours over two hundred and thirty-two (232) hours at a rate of twenty-five (25) percent up to a maximum of six hundred (600) converted hours;

3. Paid at the average hourly rate of pay for the last three (3) years prior to the time of separation.

F. Sick Leave Payments Upon Death.
A Member who dies shall be paid in a lump sum for his accrued but unused sick leave hours according to the following schedule:

1. If a Member is killed while in the performance of his job duties, or dies, as the result of an injury, illness and/or disease sustained or contracted in the line of duty, his surviving spouse, or secondarily his estate, shall be paid one hundred percent (100%) of the value of the Member's accrued sick leave at the regular rate of pay in effect at the time of his death.
2. If a Member dies other than in the manner specified in subsection (F)(1), sick leave
hours accrued but unused by a Member shall be paid in accordance with subsection
(E).

G. Initial Grant of Sick Leave.
New Members shall be granted at the date of their initial hire an "advance" of forty (40)
hours of sick leave for 40-hour Members and fifty-six (56) hours of sick leave for three
platoon members. No additional sick leave will be allowed to accumulate until this
"advance" is actually accumulated.

H. Special Sick Leave Conversion
A Member who has accumulated six hundred forty (640) or more hours of sick leave as of
the first pay period in December in any calendar year may elect to convert a maximum of
sixty-four (64) hours of such unused sick leave to twenty-four (24) hours of vacation
leave. This special conversion option may be exercised only in the first pay period in
December.

Section 21.6. Military Leave.
Leaves of absence for active military service during time of war or other national emergency, shall
be granted for the duration of such service and shall not be revoked during such time. All Members
who are members of the Ohio National Guard, the Ohio State Guard, the Ohio Naval Militia, or
other reserve components of the Armed Forces of the United States shall be entitled to a paid leave
of absence from their respective duties for such time as they are in such military services on field
training or active duty for a period not exceeding thirty-one (31) calendar days in any calendar year.
Pay for military leave shall be the regular City pay, without any offset for receipt of military pay. In
determining such Member's reserve military pay for the purposes of this Section, allowance for
travel, food, or housing shall not be considered; but any other pay or allowances of whatever nature,
including annual service credit pay, shall be considered.

Section 21.7. Injury Leave.
All Bargaining Unit Members shall be allowed injury leave with pay not to exceed one hundred
eighty (180) working days for forty (40)-hour employees and two hundred fifty (250) calendar days
for three-platoon employees for an injury incurred in connection with an incident related to his
employment with the City. Cardiovascular, respiratory and pulmonary disabling conditions shall be
reviewed on a case-by-case basis to determine whether they are employment related. After all
injury leave is used, the Member may elect to use accumulated sick leave, vacation, or other paid
leave due him. Injury leave may be granted to a member only for injuries or other disabilities
determined by a licensed physician, in consultation with the City Physician, to have so disabled
such employee that he cannot perform the duties of his position. The City Manager has the
discretion to extend paid injury leave for up to an additional one hundred eighty (180) working days
for forty (40)-hour employees and two hundred fifty (250) calendar days for three-platoon
employees. The City Manager's exercise of discretion as to whether to grant or not grant this
additional extension is not subject to the grievance procedure.
Injury leave shall be granted only upon written recommendation of the City Physician, the Fire Chief and with approval of the City Manager and shall be cumulative.

Should a Member incur an injury during off-duty hours, not related to his employment or acting within the scope of his duty, he shall use sick leave, compensatory time, and then other paid leave, or at his option utilize disability leave as provided in Section 12 of this Article. If more leave is required, the Member may request of the City additional unpaid leave time.

In cases where a Member who is on injury leave, sick leave, or disability leave has received medical certification to return to restricted (light) duty, the City may require, or a Member may request, to be placed in a restricted (light) duty assignment. If the Member requests such restricted (light) duty assignment, the City shall make every reasonable effort to accommodate the Member's request to be placed in a restricted (light) duty assignment within the Division of Fire.

Section 21.9. Leaves of Absence.
Temporary leaves of absence with or without pay, for training purposes or for any other objective related to the Bargaining Unit Member's work, may be granted and renewed by the City Manager for such periods as he may consider justifiable, within the limitations of the budget.

Section 21.10. Civil Leave.
A Bargaining Unit Member shall be given time off without loss of pay when performing jury duty, when subpoenaed to appear before a court, public body or commission, or for the purpose of voting.

Section 21.11. Unauthorized Absence.
Unauthorized absence shall constitute cause for disciplinary action.

In addition to the use of paid sick leave, a Member who is disabled and who will be unable to work for a period of more than two (2) full weeks shall be allowed to take an unpaid disability leave of absence, for a period of time reasonably related to the nature and severity of the medical condition or disability. A Member shall provide a notice of not less than two (2) weeks prior to the date of actual departure unless an emergency medical condition prohibits such notice. Said notice shall include: (1) the date of departure; (2) whether the Member intends to return to employment with the City; and (3) the Member's anticipated date of return to employment. Before returning from this unpaid leave, the Member shall provide certification from a physician that he is able to return to work and is able to perform his duties. Upon returning from this unpaid leave, the Member shall be returned without loss of pay or benefits. Should a Member decide not to return to work while on unpaid leave of absence from the City, notification shall be provided to the City. Pregnancy related disabilities shall be treated as any other non-work related disability.

Section 21.13. Resignation.
A Member who resigns without giving at least ten (10) calendar days prior written notice prior to his last working day with the City shall forfeit any unused vacation leave to his credit, or pay in lieu thereof.

Commented [RS23]: Modify language to clarify that civil leave is not to be used for personal matters.
ARTICLE 22
FMLA LEAVE

The City and the Union agree to comply with all requirements and obligations of the Federal Family and Medical Leave Act of 1993 and as the same may be amended.

ARTICLE 23
LIVING CONDITIONS AND CLOTHING

Section 23.1. Duty Living Conditions.
The City will continue to provide to the extent practicable and within its management those items required to maintain a reasonable standard for duty living conditions for three-platoon members. Nothing herein prevents the Members from a continuation of the practice of daily maintenance and upkeep of their living quarters and fire houses. Each three-platoon Member shall be paid a three hundred fifty dollar ($350.00) Food Reimbursement on the first pay in December of each calendar year. If an employee works only a portion of a calendar year, the food allowance shall be pro rated accordingly.

Section 23.2. Uniforms and Badges.
A. The City will continue to provide uniforms and equipment as determined by the Fire Chief

B. The determination of the appropriate dress or fatigue uniforms and clothing to be purchased by the City and worn by the Bargaining Unit Members shall be made as determined by the Fire Chief.

C. Should the City determine it is necessary to provide a new style or variety of dress or fatigue uniform, clothing or shoes to address safety, operational, or fiscal standards, such determination will be discussed with the Labor Relations Committee and the Safety and Health Committee prior to any unilateral changes by the City.

D. Members may be permitted to retain their official badges upon a written request prior to the event of a promotion, retirement, or in the event of the Member's death, a request from his immediate family, at no cost to the Member.

Section 23.3. Dry Cleaning.
The City will provide one hundred and four (104) uniform cleanings a year to forty (40) hour Bargaining Unit Members.
ARTICLE 24
EMPLOYEE READINESS

Section 24.1. Training.
As a condition of continuing employment, each three-platoon Bargaining Unit Member shall be required to:

A. Maintain certification as a State of Ohio Emergency Medical Technician - Ambulance.
B. Maintain certification in cardiopulmonary resuscitation.
C. Maintain certification at the hazardous materials operations level as specified by the Fire Chief.
D. Any Member who is certified as an Emergency Medical Technician Paramedic shall maintain certification as a Paramedic unless otherwise approved by the Fire Chief.
E. Any Member who is certified as a Hazardous Materials Technician shall maintain certification unless otherwise approved by the Fire Chief.

As a condition of continuing employment each Bargaining Unit Member holding the position of Fire Inspector or Fire Inspector/Prevention Officer shall be required to:

A. Maintain certification in cardiopulmonary resuscitation.
B. Maintain certification at the hazardous materials operations level as specified by the Fire Chief.

The City shall arrange the foregoing training and pay for any enrollment cost, course fees, and overtime costs as approved by the Fire Chief.

Section 24.2. Voluntary Fitness.
In recognition of the acquisition by the City of certain equipment for use by Bargaining Unit Members to maintain and improve their level of physical well-being, Members shall, for the purpose of promoting their own physical condition and wellness, consider engaging in a voluntary conditioning program to achieve optimum fitness and well-being.
Section 24.3. City Wellness Program.
Bargaining Unit Members successfully participating in the City’s Wellness Program will receive a free one-year individual membership, or equivalent credit toward a family membership, to the Community Center in the year they participate in the Wellness Program as long as the one-year individual membership is offered as a part of the City’s Wellness Program.

Section 24.4. Tuition Reimbursement.
A. Reimbursement Program.
Each Member shall be eligible for reimbursement of tuition and fees, up to a maximum of fifteen hundred ($1,500) dollars per calendar year, in courses of instruction voluntarily undertaken that are job related. Reimbursement shall be based on 80% of tuition and fees for all courses where a final grade of "A" is attained, 70% of tuition and fees for all courses where a final grade of "B" is attained, and 60% of tuition and fees for all courses where a final grade of "C" is attained. No reimbursement shall be made when the final grade attained is less than a "C". Job relatedness will be determined by the Fire Chief and finally by the City Manager. Reimbursable courses of instruction will include all required courses necessary for job-related degree programs. Job-related courses are considered to be courses that improve and enhance a Member's ability to complete his or her job tasks. Additional job-related training or job-related courses of study not necessarily within a degree program may also be approved for reimbursement with the approval of the Fire Chief and City Manager. All courses and training undertaken must be given by a recognized organization approved by the Fire and Emergency Medical Services. No reimbursement shall be provided for correspondence courses, except for correspondence courses approved by the Fire Chief.

B. Necessary Approval.
All course work, subject to reimbursement, shall be approved by the Fire Chief and the City Manager not later than thirty (30) days after the date of enrollment. A Member may receive blanket approval for an entire degree program or a continuing course of study if all courses within the program are identified. If all or part of the program is approved, the Member need not reapply for approval of each within the portion(s) approved, except for the reimbursement procedure as defined in Section D.

C. Course Attendance.
Courses are to be taken on other than scheduled working hours, unless leave is authorized by the Fire Chief.

D. Reimbursement Procedure.
Reimbursement shall be made upon successful completion of the course with a grade of "C" (2.00) or better. The Member shall submit an official transcript or certificate demonstrating successful completion of the course and a receipt of payment or a copy of the unpaid bill from the institution to the Fire Chief. Any financial assistance available to a Member shall be deducted from the amount of tuition reimbursement that would otherwise be available. The Member shall not be reimbursed for incidental expenses such as textbooks, paper or supplies, mileage, parking, meals or other expenses other than tuition and fees.
ARTICLE 25
INSURANCE

Section 25.1. Life Insurance.
The City shall provide and pay the premiums for individual life insurance coverage with a death benefit of seventy five thousand ($75,000) dollars for all Members with double indemnity for accidental death.

Section 25.2. Employee Insurance.
The City shall provide all Members with health insurance benefits, including dental, vision and prescription benefits, under the group insurance and benefit plans generally provided to the employees of the City, and on the same terms and conditions on which those benefits are generally provided to employees of the City other than those covered by other labor contracts.

The City, in its sole discretion, may modify such benefits, the City's and employees' share of the cost of such benefits, the terms and conditions on which such benefits are provided, and/or the means by which such benefits are provided, so long as any such modifications are also applicable generally to employees of the City other than those covered by other labor contracts.

Section 25.3. Changes to Insurance Plans.
If the City decides to change the insurance benefits consistent with 25.2 above, they will inform the IAFF President at least 30 days prior to the effective date of the new benefits.

Section 25.4. Insurance Opt-Out.
A Member may opt-out of City health insurance coverage annually during Open Enrollment. To opt-out, a Member must provide proof of coverage through another insurance plan. A Member opting-out of City insurance coverage will receive the “opt-out payment” generally provided to the employees of the City, and on the same terms and conditions as generally provided to employees of the City other than those covered by other labor contracts. Members who opt-out of City insurance coverage may only re-enroll in the City's insurance plan(s) during open enrollment periods, following a loss of coverage from the alternate insurance plan, or other qualifying events as described by the plan.

Commented [RS24]: Increase life insurance from $75,000 to $100,000, which is consistent with the life insurance provided to other City employees.
Section 25.5. Insurance Discussion in Labor Relations.
The City and the Union recognize the benefit of an exchange of ideas and information regarding employee insurance, and as such, the parties agree employee insurance issues are a proper subject for labor relations meetings described in Section 8.3.

ARTICLE 26
ENTIRE AGREEMENT

For the life of this Agreement, the City and the Union each voluntarily waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

The provisions of this Agreement shall constitute the entire agreement between the parties and all prior negotiated agreements not contained herein, and all rules, or regulations not contained herein shall not be binding upon the parties to the Agreement. This Agreement may be altered, changed, added to or deleted from or modified only through the voluntary consent of the parties in written and signed amendment.

ARTICLE 27
DURATION

Section 27.1. Duration of Agreement.
All of the provisions of this Agreement shall be effective January 1, 2012, unless otherwise expressly specified herein. This Agreement shall continue in all respects in full force and effect until midnight, December 31, 2014.

Commented [RS25]: Update effective dates.
Section 27.2. Successor Negotiation.
If either party desires to negotiate a successor Agreement, such negotiations shall be accomplished in accordance with the provisions of Article 18 of this Agreement. This Agreement shall not be extended beyond the expiration date set forth in Section 1 of this Article, unless such extension is pursuant to the provisions of Article 18, Section 18.11 of this Agreement, or otherwise by the parties' mutual agreement.

Executed this ______day of ____________ 2012 to be effective on and after the 1st day of January, 2012.

For the City of Worthington, Ohio For the IAFF, Local 3498

Matthew H. Greeson Michael Tippett
City Manager President

Michael E. Minister, Esq. David Willison
Director of Law Vice-President Unit 1

Robyn Stewart James Wells
Assistant City Manager Vice-President Unit 2

Lori A. Trego Mark Zambito
Personnel Director

Scott D. Highley Chris Courtney
Fire Chief Negotiation Team Member

Molly Roberts Mark Lundy
Director of Finance Negotiation Team Member

Chief Spokesperson

Commented [RS26]: Update dates and signatories.
ORDINANCE NO. 17-2015

Amending Ordinance No. 40-2014 (As Amended) to Adjust the Annual Budget by Providing for An Appropriation from the General Fund Unappropriated Balance for Sewer Fund Obligations.

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

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

SECTION 1. That there be and hereby is appropriated from the General Fund unappropriated balance to:

<table>
<thead>
<tr>
<th>Account No.</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund #101</td>
<td>Operating Transfer</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

General Fund Total $10,000.00

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 May 4, 2015
P.H. May 18, 2015

Clerk of Council
RESOLUTION NO. 26-2015

Authorizing the Award of Re-emergent Corridor Assistance Program Funds to Help Improve Facility Exterior Facade and Streetscape Along Certain of the City’s Commercial Corridors (1028 Proprietors Road).

WHEREAS, in May 2014 the City launched its Re-emergent Corridor Assistance Program, or ReCAP, as an exterior façade and streetscape enhancement initiative to induce properties owners and tenants to re-invest in their commercial properties in Worthington; and,

WHEREAS, those commercial properties eligible for ReCAP assistance during program year 2015 are located in the commercial corridor comprised by Huntley Road, Proprietors Road, and the connecting portions of Schrock Road and Worthington-Galena Road, respectively; and,

WHEREAS, the City received an application for program assistance from MAC Construction Inc. to improve commercial real property owned by a related entity at 1028 Proprietors Road, City of Worthington, Franklin County (the “Property”); and,

WHEREAS, as specified in the ReCAP Policy & Procedures, City staff has prepared the application materials for review and approval by City Council; and,

WHEREAS, City Council is desirous of encouraging the exterior renovation and streetscape improvements to be made by MAC Construction Inc., as set forth in its application for ReCAP assistance, which is attached hereto and incorporated herein as EXHIBIT A.

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 approve the award of $25,000 in assistance under the Re-emergent Corridor Assistance Program, or ReCAP, to MAC Construction Inc., with said assistance structured in the form of one-half the amount in grant funds and one-half the amount in loaned funds to encourage investments in, and improvements to, the Property.

SECTION 2. This award of ReCAP assistance shall be in accordance with and subject to the requirements set forth in the ReCAP Policy & Procedures, including the use of City funds for only those Eligible Improvement Costs as identified therein.
RESOLUTION NO. 26-2015

SECTION 3. The City Manager, the Director of Finance and the Director of Law, and any other City official, as appropriate, are each authorized and directed to sign the necessary documents to evidence the ReCAP assistance approved herein, and are authorized and directed to sign any other documents, instruments or certificates and to take such actions as are necessary or appropriate to consummate or implement the transaction described in or contemplated by this Resolution.

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
Re-emergent Corridor Assistance Program (ReCAP)
Application for Assistance (2015)

Those interested in receiving ReCAP financing for exterior improvements must complete this form and submit it to the City of Worthington. The City will review the information to determine whether an award of ReCAP assistance is approved for the described project.

<table>
<thead>
<tr>
<th>Applicant Information</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicant Name</strong></td>
</tr>
<tr>
<td><strong>Contact Name &amp; Title</strong></td>
</tr>
<tr>
<td><strong>Contact Email</strong></td>
</tr>
<tr>
<td><strong>Contact Phone No.</strong></td>
</tr>
<tr>
<td><strong>Project Site Address</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Is this site:</strong></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>Applicant's Federal Identification Number (FEIN)</strong></td>
</tr>
<tr>
<td><strong>Describe Applicant's Commitment to and Involvement in the Worthington Community</strong></td>
</tr>
<tr>
<td><strong>Attach Copy of Applicant's Recent Letter of Credit or Loan Commitment from a Banking Institution</strong></td>
</tr>
</tbody>
</table>
### Property Owner Information

<table>
<thead>
<tr>
<th>Property Owner Name*</th>
<th>MSM6, LLC  (Laurie McEnery, owner)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email</td>
<td><a href="mailto:lmcenery@macconst.com">lmcenery@macconst.com</a></td>
</tr>
<tr>
<td>Phone No.</td>
<td>614-745-8258</td>
</tr>
</tbody>
</table>

*If Applicant is NOT the Property Owner, then Property Owner must supply notarized acknowledgement.

As the owner in fee simple of the real property at the Project Site Address, I hereby acknowledge and approve of the Applicant submitting this request for City of Worthington ReCAP assistance to improve said property.

**PROPERTY OWNER**

![Signature]

STATE OF OHIO

COUNTY OF **Franklin**

Before me, a Notary Public, in and for said county, personally appeared the above-named Property Owner who acknowledged the signing hereof to be his/her voluntary act for the purposes therein mentioned.

**NOTARIAL SEAL**

KIMBERLY S. ZINSMEISTER

Notary Public, State of Ohio

Signed: ____________________________

Notary Public, State of Ohio

My Commission expires: **February 27, 2019**

---

### Project Site - Current Conditions

(Attach additional sheets if necessary)

Please see attached sheet

---

Attach Current, As-is Photographs of the Project Site
May 1, 2015

Worthington Economic Development
Re-emergent Corridor Assistance Program (ReCAP)
Application for Assistance
Re: MAC Construction Inc.
1028 Proprietors Rd.
Worthington, Ohio 43085

Applicant Information: To accompany MAC Construction Inc. Application for Assistance 2015

Describe Applicant’s Commitment to and Involvement in the Worthington Community:

MAC Construction Inc. has been an actively involved family construction business in the central Ohio region since its inception in 1983. After nearly 18 years based in Lewis Center, Ohio, the company had the opportunity to relocate to the Worthington business corridor and made the move in 2013 to our current location: 1028 Proprietors Rd. The current owners have lived in Worthington for over 25 years and the third generation of the family has attended both Worthington public and parochial schools. Several of the families have purchased first homes in Worthington and have many long time friendships here. Currently, five of our 12 employees are residents of Worthington. MAC Construction has always supported the Worthington Booster Program, Worthington Athletics, Worthington Recreation Center, Worthington Foundation and the McConnell Arts Center. Both the family and the company look forward to continuing this long standing legacy within the community.

Project Site-Current Conditions:

The site located at 1028 Proprietors Rd is a nearly 70 year old facility with an adjacent warehouse building that formerly housed a transportation company. Upon purchase of the property in 2013, interior renovations were undertaken. Interior space was reconfigured for use as an office building, utilities were updated, new energy efficient windows were installed and the building was refreshed with new paint. The warehouse, which is visible from Proprietors Rd. was not included in any renovations/refreshes at that time due to budget constraints. Included in this application is the specific building and site recommendations and requests developed in conjunction with the Neighborhood Design Center. Through the City of Worthington Corridor Assistance program, MAC Construction seeks to improve the overall façade of the office building and warehouse to make a pleasing, professional update to the Worthington Business corridor, thereby enhancing the neighborhood and attracting potential new business development to Worthington.
### Project Scope of Work & Applicant Experience

<table>
<thead>
<tr>
<th>Estimated Total Exterior Project Costs</th>
<th>$54,508</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Attach additional sheets if necessary)</td>
<td>(Please see attached)</td>
</tr>
<tr>
<td><strong>In the Space Provided,</strong> Describe the Exterior Improvement Project's Scope of Work*</td>
<td></td>
</tr>
<tr>
<td><em>If the exterior work is part of a larger renovation project at the Project Site, please describe other planned improvements.</em></td>
<td></td>
</tr>
<tr>
<td><strong>In the Space Provided,</strong> Describe the Applicant's Experience in Undertaking/Managing Similar Projects</td>
<td>(Please see attached)</td>
</tr>
<tr>
<td>Attach Schematic Designs and/or Drawings for the Exterior Improvement Project</td>
<td></td>
</tr>
</tbody>
</table>

Page 3 of 4
MAC Construction, Inc. Exterior Office Renovation
Scope of Work

1.) Demolition
   a.) Existing Fence on the northwest side of the building.
   b.) Existing front overhang, metal siding and associated roofing.
   c.) Demo existing storefront door.

2.) Rough Framing
   a.) Frame new bump outs on south, west and east side of the building to receive new architectural finishes.

3.) Masonry
   a.) Install new stacked stone veneer, as shown on drawings, on the south, west and east side of the building.

4.) Finish Carpentry
   a.) Install new cedar siding at the entryway, per plans.
   b.) Build and install (6) new cedar planting beds, per plans.

5.) Roofing
   a.) Install new membrane roofing up the back of the new front entry wall. Wrap over the top on the wall and terminate with metal coping.

6.) Aluminum Storefront
   a.) Install new storefront door and side light. Color to be either red or bronze. Includes all new hardware.

7.) Painting
   a.) Paint exterior of main building and rear warehouse.
   b.) Paint (12) awnings

8.) Awnings
   a.) Install (2) suspended awnings. One for the main office and one for the rear warehouse.
   b.) Install (6) suspended awnings over the windows on the south, west and east side of the building.
   c.) Install (4) awnings over each of the warehouse bay doors.

9.) Landscaping
   a.) Install new landscaping beds and plantings where existing fence and picnic area are located.

10.) Electrical
    a.) Install new lighting for new signage over main entryway.

11.) Signage
    a.) Install new company logo sign over main entryway and awning.
    b.) Install new street numbers on southwest side
Describe Applicant’s Experience in undertaking/managing similar projects:

As the applicant in this façade improvement project, MAC Construction Inc. has well over 30 years of experience and expertise in the commercial industry. Our expertise has been in the renovation, remodeling and new builds for clients in numerous locales across the country. Our website: www.macconst.com highlights some of our current and completed projects. We are excited about the possibility of updating our office/warehouse facility as part of the Worthington Re-emergent Corridor Assistance Program and hope to create a positive statement for the City of Worthington.
# Project Work Bids

**Attach Two (2) Written Bids for All Exterior Improvement Work to be Performed under the Project**

Applicant must supply at least two (2) written bids for the work to be performed. Applicants must ensure that both bids are based on the same work (example: if Bid 1 is for tuckpointing, window replacement, and flashing, Bid 2 must also be for same scope of services).

**NOTE: Although ReCAP awards are calculated only per the lowest bid, Applicants are free to accept higher bids.**

## Contractor Selected & Construction Schedule

<table>
<thead>
<tr>
<th>Contractor Selected</th>
<th>Name: MAC Construction Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Schedule</td>
<td>Approximate date work to begin: 7 / 01 / 15</td>
</tr>
<tr>
<td></td>
<td>Approximate date work to be completed: 9 / 01 / 15</td>
</tr>
<tr>
<td>In all cases, ReCAP-assisted construction must be completed within 24 months of making application</td>
<td></td>
</tr>
</tbody>
</table>

## Applicant Signature

As an authorized representative of the Applicant, I hereby submit this Application. I understand that this Application, once submitted, in no way constitutes a commitment of funds by the City of Worthington.

I hereby represent and certify that I have reviewed the information contained in this Application, and the foregoing and attached information, to the best of my knowledge and belief, is true, complete and accurately describes the proposed project for which the City's ReCAP assistance is being sought.

I am aware that Ohio law sets forth criminal penalties for falsification on applications for economic development assistance (see Ohio Revised Code §2921.13(A)(4)).

**Applicant Signature**

**Laurie C. McEvers**

**Printed Name & Title**

**Date:** 3/30/15

Applications are to be submitted to the following:

**City of Worthington, Economic Development**

**6550 North High Street**

**Worthington, Ohio 43085**

---

1 If qualified to do so, the Applicant may perform the improvement work. But note that ReCAP funds cannot be used to compensate you for the purchase or rental of tools and equipment or for your labor or the labor of family, friends, employees, or others with a financial interest in the business or property; in such instances, ReCAP can be used only to pay for materials.
This is intended to provide background information concerning the recommendation that City Council approve $25,000 in exterior enhancement assistance under the ReCAP initiative to MAC Construction Inc. at 1028 Proprietors Road.

**Recommended Action:**

City staff reviewed and scored the proposed exterior improvements to 1028 Proprietors Road. Although the ReCAP policies set forth that the Worthington CIC first reviews and then forwards on to City Council all project applications, staff is submitting the application and recommended scoring directly to City Council. The Worthington CIC currently is under contract with the applicant, MAC Construction Inc., for an entirely different project: renovations of the Kilbourne Building (752 High Street). Given a desire to avoid any air of impropriety or conflict of interests, staff deemed it best to bring this ReCAP application directly to City Council.

The application submitted by MAC Construction Inc. was scored by City staff, receiving a recommended score of 90 points (out of 100 possible; a minimum passing score of 52 points is required).

Staff recommend that City Council approve $25,000 in ReCAP assistance to MAC Construction to make improvements pursuant to the program’s guidelines and procedures.

**ReCAP Initiative:**

The City of Worthington launched a façade improvement grant / revolving loan fund (RLF) in May 2014 to induce private, commercial property owners and tenants to make exterior-focused improvements. Worthington calls this initiative the Re-emergent Corridor Assistance Program (“ReCAP”). In its second year, the program is focused on improving properties located along...
Huntley Road, Proprietors Road, and connecting portions of Schrock Road and Worthington-Galena Road (collectively, the “Corridor”).

The Corridor is comprised of older properties which lag behind comparable properties elsewhere in the Central Ohio region, and many of the Corridor’s properties are marked by declining investment and depressed leasing rates.

Grants and no-cost financing are available under ReCAP to fund prospective commercial building exterior enhancements. ReCAP assistance is provided as one-time, up-front cash payments to awardees, each in the form of a half-grant, half-loan amount. This assistance is to partially fund well-designed exteriors that enhance the design integrity of the Corridor and secure participating buildings against further devaluation and disinvestment.

**Proposed Project:**

The project at 1028 Proprietors Road is owned by MSM6, LLC, an entity related to MAC Construction. The property was purchased in 2012, and the company moved its operations from Lewis Center to Worthington. The principals of MAC Construction Inc. are long-term Worthington residents, reporting that three generations of the family have attended Worthington schools.

The applicant received direct support in the design of its exterior renovations from the Neighborhood Design Center ("NDC"). During 2015, NDC is on engagement with the City to provide no-cost (to the applicant) design and planning services to ReCAP projects. The applicant stressed its satisfaction with the high quality of services provided by the staff at NDC. I believe the quality of the application and the proposed exterior renovations are a direct result of NDC’s assistance.

The work proposed by the applicant consists of completing updating the exterior façades of the project site’s two buildings to improve their appearance, including installation of 12 suspended awnings; painting the buildings’ entire exteriors; installing new architectural finishes and masonry (e.g., stone veneers); creating new aluminum storefront door and side light (red or bronze); installing new landscaping beds and plantings; and putting in place new signage and street numbers.

The proposed timeline would result in a September 2015 completion. Staff received the applicant’s general contractor cost breakouts, composed of separate bids by sub-contractors for discrete project elements. Calculating the award amount on the basis of the lowest bid from each of the sub-contractors, the total estimated costs are $54,509, which means the request for ReCAP assistance would be $25,000. The City staff’s recommended scoring tallies a total score to the 1028 Proprietors Road project of 90 out of 100 points.
Re-emergent Corridor Assistance Program (ReCAP) Application Scoring Sheet (2015)

This sheet is used by the Worthington Community Improvement Corporation (CIC) to score each application submitted during 2015 for Re-emergent Corridor Assistance Program (ReCAP) funding. A total score of 100 points is possible; to be considered for funding, an application must receive a minimum score of 52 points.

- Current Physical Condition / Exterior Appearance (up to 20 points)
- Scope of Work (20 points)
- Applicant’s Project Viability & Demonstrated Ability to Repay (20 points)
- Applicant’s Demonstrated Commitment to Worthington Business Community (10 points)
- Overall Quality of Application (30 points)

One (1) scoring sheet is completed by the CIC for each application received, with each scoring session occurring during a regular or special meeting of the CIC. Items in this sheet have been weighted to best gauge the completeness and quality of each Applicant’s responses.

For each item addressed by the Applicant, to the degree indicated, provide a checkmark in the appropriate box. The total evaluation score assigned to each application then is determined by adding the values from all checked items.

<table>
<thead>
<tr>
<th>City Staff Use Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project located within the ReCAP Program Area?</td>
</tr>
<tr>
<td>Proposed improvements being made to a commercial building?</td>
</tr>
<tr>
<td>Applicant’s City income tax obligations and real estate taxes on the building in full compliance?</td>
</tr>
<tr>
<td>Applicant provided at least two (2) bids by contractors representing all exterior improvements contemplated under the Project?</td>
</tr>
</tbody>
</table>

*GENERAL CONTRACTOR SELF-BID FOR OWN WORK, 2 SUBS
### Applicant Information

<table>
<thead>
<tr>
<th>Applicant Name</th>
<th>MAC CONSTRUCTION INC.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant Type</td>
<td>Tenant, with Owner's approval</td>
</tr>
<tr>
<td>Project Site Address</td>
<td>1028 Proprietary Rd</td>
</tr>
<tr>
<td></td>
<td>Worthington, OH 43<strong>OB5</strong></td>
</tr>
<tr>
<td>Applicant Address</td>
<td>SAME.</td>
</tr>
</tbody>
</table>

### Current Physical Condition / Exterior Appearance

*Using the items below, gauge the Project Site's current conditions, including building and site improvement needs, and the applicability of ReCAP assistance.*

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Nominal</th>
<th>Preferred</th>
<th>Extra-ordinary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prominence and visibility of Project Site from commercial corridor(s)</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Perceived age of Project Site facilities and lack of exterior upkeep</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Extent to which Project Site’s current conditions are impacting surrounding properties</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>

Using the marks given to the application above as a guide...

...score the application below:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Point Value</th>
<th>Applicant Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Need for exterior improvements to the Project Site</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td><strong>choices:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Project Site does not have a demonstrated need for improvement</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>- Project Site’s need for improvements is nominal</td>
<td>+ 5</td>
<td></td>
</tr>
<tr>
<td>- Project Site’s need for improvements is preferable</td>
<td>+ 15</td>
<td>✓</td>
</tr>
<tr>
<td>- Project Site’s need for improvements is extraordinary</td>
<td>+ 20</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** +15
### Project Scope of Work

*Using the items below, gauge the Applicant’s Project Scope of Work (plan to make improvements), the reasons for making such improvements, and the timing in which they will occur.*

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Nominal</th>
<th>Preferred</th>
<th>Extra-ordinary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Scope of Work describes exterior improvements fully and in sufficient detail</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Scope of Work’s described improvements will positively impact Project Site’s appearance along the Corridor</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Scope of Work’s improvements are in-line with design expectations and build quality typical for similar properties in Worthington</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Project will result in making building compliant with commercial building standards.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Application materials include appropriate visual evidence of Project Site’s current conditions as well as adequate specifics about planned exterior improvements.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Extent to which the Applicant demonstrates pre-planning via its Scope of Work</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>The project’s estimated completion time</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>

Using the marks given to the application above as a guide...

...score the application below:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Point Value</th>
<th>Applicant Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality and comprehensiveness of Applicant’s Scope of Work—choose ONLY ONE (1) of the following choices:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Scope of Work does <em>not</em> adequately describe the exterior enhancement project</td>
<td>0</td>
<td>☐</td>
</tr>
<tr>
<td>• Described Scope is <em>nominal</em></td>
<td>+5</td>
<td>☐</td>
</tr>
<tr>
<td>• Described Scope is <em>preferable</em></td>
<td>+15</td>
<td>☐</td>
</tr>
<tr>
<td>• Described Scope is <em>extraordinary</em></td>
<td>+20</td>
<td>☑</td>
</tr>
</tbody>
</table>

\[20\]
### Project Viability & Demonstrated Ability to Repay

*Using the items below, gauge how well the Applicant demonstrates that its project is viable, the Applicant has experience undertaking similar projects & Applicant’s ability to repay the loan.*

<table>
<thead>
<tr>
<th>Criteria</th>
<th>N/A</th>
<th>Nominal</th>
<th>Preferred</th>
<th>Extraordinary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated total exterior project costs are reasonable and appropriate to the Project scope.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Provided contractor bids are in-line with trade customs and comparable projects in the area.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Applicant demonstrates its capabilities and available administrative capacity to successfully manage and complete the Project.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Project site not marked by obvious significant obstacles to renovation.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Bank’s letter of credit or loan commitment, or personal financial statement, is indicative of Applicant likely repayment of the loan portion within three (3) years.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Using the marks given to the application above as a guide...

... score the application below:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Point Value</th>
<th>Applicant Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project viability and loan repayment – <em>choose ONLY ONE (1) of the following choices:</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Applicant does <em>not</em> adequately demonstrate a viable project and/or its ability to repay the loan</td>
<td>0</td>
<td>☐</td>
</tr>
<tr>
<td>• Applicant demonstrates <em>nominal</em> project viability and loan repayment</td>
<td>+ 5</td>
<td>☐</td>
</tr>
<tr>
<td>• Applicant demonstrates <em>preferred</em> project viability and loan repayment</td>
<td>+ 15</td>
<td>☐</td>
</tr>
<tr>
<td>• Applicant demonstrates <em>extraordinary</em> project viability and loan repayment</td>
<td>+ 20</td>
<td>☐</td>
</tr>
</tbody>
</table>

+15
## Commitment to Worthington Community

Using the items below, gauge how well the Applicant demonstrates its commitment to the Worthington community.

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Nominal</th>
<th>Preferred</th>
<th>Extra-ordinary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant is current or previous member of one or more Worthington-area business associations or charitable groups.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Applicant has operated within the Worthington area for some time.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Applicant has supplied other evidence that sufficiently demonstrates its commitment to the Worthington community.</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Using the marks given to the application above as a guide...

...score the application below:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Point Value</th>
<th>Applicant Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant’s commitment to the community — choose ONLY ONE (1) of the following choices:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Applicant does <em>not</em> adequately demonstrate its commitment to the Worthington community</td>
<td>0</td>
<td>☐</td>
</tr>
<tr>
<td>• Applicant demonstrates <em>nominal</em> commitment to the community</td>
<td>+5</td>
<td>☐</td>
</tr>
<tr>
<td>• Applicant demonstrates <em>preferred</em> commitment to the community</td>
<td>+7</td>
<td>☐</td>
</tr>
<tr>
<td>• Applicant demonstrates <em>extraordinary</em> commitment to the community</td>
<td>+10</td>
<td>☐</td>
</tr>
</tbody>
</table>

+10
Overall Quality of Application

Using the items below, gauge the overall quality of the Applicant’s submitted application, including the nature of the proposed project and the project’s likely outcomes.

<table>
<thead>
<tr>
<th></th>
<th>N/A</th>
<th>Nominal</th>
<th>Preferred</th>
<th>Extra-ordinary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant has supplied a proposal that is logical and easy to follow.</td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Applicant has completed the entire application, and included any additional materials to allow for full understanding.</td>
<td></td>
<td></td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>The project, once completed, will assist in keeping commercial tenants and/or locating new tenants.</td>
<td></td>
<td></td>
<td>□</td>
<td></td>
</tr>
<tr>
<td>The nature of the exterior improvement project likely will result in an increase in the value of the Project Site and surrounding properties.</td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
<tr>
<td>Applicant’s described use of any ReCAP award provides optimal return-on-investment in improving exterior façade.</td>
<td></td>
<td></td>
<td></td>
<td>□</td>
</tr>
</tbody>
</table>

Using the marks given to the application above as a guide...

... score the application below:

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Point Value</th>
<th>Applicant Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall quality of Application – choose ONLY ONE (1) of the following choices:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Generally, the application describes a nominal exterior improvement project</td>
<td>+10</td>
<td>□</td>
</tr>
<tr>
<td>• Generally, the application describes a preferred exterior improvement project</td>
<td>+20</td>
<td>□</td>
</tr>
<tr>
<td>• Generally, the application describes an extraordinary exterior improvement project</td>
<td>+30</td>
<td>□</td>
</tr>
</tbody>
</table>

\[ +30 \]

\[ 90 \]
ReCAP Application Review Session

Worthington City Council
May 18, 2015
A Recap of ReCAP

Re-Emmergent Corridor Assistance Program (ReCAP)

• Funding to **building owners** or **commercial tenants** to improve their facades & surrounding streetscapes

• 2015 focus on **commercial corridor**: Huntley, Proprietors & Schrock Roads
  – Commercial properties must be located within ReCAP Program Area

• Commercial building **exterior enhancements**, **prospective** in nature
  – Exterior front façade
  – Side building elevations if on corner lot

• Paid on a **match basis**, **$1:$1** with private funds
Existing Condition

1028 Proprietors Road – MAC Construction
ReCAP Application 7

Existing Condition

1028 Proprietors Road – MAC Construction
Proposed Improvements

1028 Proprietors Road – MAC Construction
ReCAP Application 7

Proposed Improvements

1028 Proprietors Road – MAC Construction
Proposed Improvements

1028 Proprietors Road – MAC Construction
Proposed Improvements

1028 Proprietors Road – MAC Construction
Scope of Work

- Neighborhood Design Center-recommended updates:
  - 12 suspended awnings
  - Building exteriors painted
  - New architectural finishes & masonry (stone veneers)
  - Aluminum storefront door and side light (red or bronze)
  - New landscaping beds & plantings
  - New signage & street numbers

- Timeline: September 1, 2015 completion
- Total estimated costs: $54,509.00
- Request ReCAP assistance: $25,000.00
ORDINANCE NO. 18-2015

Amending Ordinance No. 40-2014 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay the Cost of the 2015 Street Improvement Program and all Related Expenses and Determining to Proceed with said Project. (Project No. 616-15)

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

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

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.8150.533344 the sum of ________________ to pay the cost of the 2015 Street Improvement Program and all related expenses (Project 616-15).

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

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

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

Passed ______________

____________________________
President of Council

Attest:

____________________________
Clerk of Council
ORDINANCE NO. 19-2015

An Ordinance Enacted by the City of Worthington,
Franklin County, Ohio, in the Matter of the Stated
Described Project, (FRA-161-8.67, PID 96305).

WHEREAS, the State has identified the need for the described project to improve SR-161 from Olentangy River Road to Worthington East Corporation Limit (ECL) (just west of CSX RR overpass).

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

SECTION 1. That it is declared to be in the public interest that the consent of Worthington City Council be and such consent is hereby given to the Director of Transportation to complete the above described project.

SECTION 2. The Worthington City Council shall cooperate with the Director of Transportation in the above described project as follows:

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

The Ohio Department of Transportation shall assume and bear one hundred percent (100%) of the necessary costs of the State’s highway improvements project; the City’s share of the cost for the pavement surface treatment is estimated to be $127,000.

The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration.

SECTION 3. All right-of-way within the City which is required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. Right-of-way costs include eligible utility costs. It is further agreed that all utility accommodations, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.
ORDINANCE NO. 19-2015

SECTION 4. Upon completion of said project, and unless otherwise agreed, the City shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial resources, as necessary, for the maintenance of the project; (3) maintain the right-of-way, keeping it free of obstructions; and, (4) hold said right-of-way inviolate for public highway purposes.

SECTION 5. That the City Manager is hereby directed on behalf of the City to enter into contracts with the Director of Transportation necessary to complete the above described project.

SECTION 6. 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
April 10, 2015

William W. Watterson, P.E.
Director, Service & Engineering
City of Worthington
380 Highland Avenue
Worthington, OH 43085

RE: Preliminary Participatory Legislation
FRA-161-8.67, Urban Paving Project
PID 96305

Dear William:

The Ohio Department of Transportation intends to resurface SR161 from Olentangy River Road to Worthington ECL (just west of CSX RR overpass). This project falls under our urban paving policy. The ODOT Urban Paving Initiative requires that the local municipality contribute 20% of the total cost of the surface treatment for the portion of the project within its corporation limits. Additionally, the local is required to contribute 100% of the cost of non-surface related items such as curbs, gutters, utility relocation expenses, and partial-and full-depth pavement repairs. Based upon initial cost estimates, the preliminary projection for the City’s contribution for this project is estimated to be $127,000 at this point. This does not include any 100% City items such as pavement repair. Note that this is a preliminary figure and will change. Once final plans are developed and quantity splits are determined, the City of Worthington will be invoiced for its share of the project costs approximately six weeks before the project’s scheduled sale. The sale is tentatively scheduled for summer 2016.

Enclosed is preliminary participatory legislation that is to be executed by the City. After your review and approval, please forward the legislation to Council for their necessary action. When executed, please return two signed and certified copies with original signatures to this office for further processing.

Additional information on the project is as follows:

- Preliminary Engineering: District Six Production
- Right-of-Way: Not Applicable
- Construction: ODOT/Worthington (Worthington to pay 20% of construction for urban paving portion plus 100% items within Worthington)
- Estimated Construction Cost: $780,000. For entire project

In order to assure that project development proceeds in a timely manner, the enclosed legislation will need to be fully executed and returned to this office at your earliest convenience. If you have any questions feel free to contact me at 740-833-8183 or via E-mail at rebecca.wagner@dot.state.oh.us.

Respectfully,

Rebecca L. Wagner, P. E.

Attachments*

c: B.J. Moore, Legislation File*
ORDINANCE NO. 20-2015

Approving the Removal of Two Silver Maple Trees from the Northeast Quadrant of the Village Green and the Construction of a Concrete Entranceway to the Elevator Planned for the James Kilbourne Memorial Library Building.

WHEREAS, Section 12.03(a) of the Charter of the City of Worthington requires approval of six members of Worthington City Council to construct, install, erect or place a permanent structure on the Village Green; and

WHEREAS, Section 12.03(b) of the Charter of the City of Worthington provides that the removal of living trees in excess of five (5) inches in diameter measured three (3) feet above the ground from the Worthington Village Green shall require the approval of six members of Worthington City Council; and,

WHEREAS, two Silver Maple Trees are located within the Village Green Drive right-of-way between Village Green Drive and the James Kilbourne Memorial Library Building; and

WHEREAS, in accordance with the plans for the renovation of the Kilbourne Building (the “Project”) pursuant to a contract administered by the Worthington Community Improvement Corporation (the “CIC”), an elevator is scheduled to be installed for ADA access into the Building in close proximity to one of the trees and the tree’s root system; and

WHEREAS, the root system of both trees are abutting the foundation of the Building, with the potential to cause damage to the Building in the future; and,

WHEREAS, the construction plans for the elevator require a concrete extension of the sidewalk to be installed to serve as the entranceway to the elevator access, over a small portion of grass that currently exists.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio, six-sevenths of the members elected thereto herein concurring:

SECTION 1. That the CIC be and hereby is authorized to direct the contractor for the Project to proceed with the removal of the two Silver Maple trees located on the Northeast Quadrant of the Village Green as depicted on the attached drawing identified as “Attachment A”.

SECTION 2. That a concrete extension of the sidewalk along the Northeast Quadrant of the Village Green be permitted to be constructed to allow for access to the proposed elevator planned to be installed in the Building in accordance with the construction drawings for the Project in the location more specifically shown on “Attachment B”.
ORDINANCE NO. 20-2015

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
MEMORANDUM

TO: Matt Greeson
FROM: Jeffry Harris
DATE: May 13, 2015
SUBJECT: Recommended appointment of Matt Gregory to Worthington TIRC

This is intended to provide background information regarding my recommended appointment of Matt Gregory, by you as the City’s chief executive, to the Worthington Tax Incentive Review Council (“TIRC”). As you know, the TIRC meets annually to review active property tax exemptions as required under State law.

Request:

I recommend that you appoint Matt Gregory to serve on the TIRC. Mr. Gregory has indicated his willingness to serve.

I further recommend that your appointment be for a term not to exceed three (3) years from the date of appointment (i.e., term to expire May 2016).

Background:

The TIRC meets annually to review, and pass along recommendations to City Council, concerning the performance of active Community Reinvestment Area (“CRA”) abatements and tax increment financing (“TIF”) exemptions.

Under Ohio Revised Code §5709.85(A)(2), the City of Worthington is required to have two TIRC members appointed by the City Manager with concurrence of City Council. In addition, at least two members of the TIRC must be residents of Worthington; none of the other TIRC members (e.g., appointed by other authorities) are Worthington residents.

There is a current vacancy on the TIRC for a City appointee; the position had been filled by Tom Dietrich, whose residency has shifted such that he is often in the Carolinas and not in Ohio. Mr. Gregory would be an excellent replacement, as he is a commercial real estate broker, employed as
Senior Vice President at NAI Ohio Equities, and lives in the City. Mr. Gregory has expressed interest to get more involved in Worthington.

Mr. Gregory’s professional bio is as follows:

With more than twelve years of commercial real estate experience, Matt specializes in tenant and landlord representation for the sales and leasing of office and investment properties in Central Ohio. In his career, Matt has completed over 300 real estate transactions totaling $100 million in volume and 3,000,000 square feet and is consistently one of NAI Ohio Equities Top Producers. Prior to becoming a lead office broker, Matt spent four years providing in-house marketing and technology services as the firm’s Director of Information Technology.

Matt is involved in a number of volunteer endeavors, both within and without his professional pursuits. Matt graduated from the Ohio State University with a Bachelor’s degree in communications (2003).