City Council Meeting Agenda

Tuesday, September 8, 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

VISITOR COMMENTS

APPROVAL OF MINUTES

1) July 20, 2015 – Regular Meeting
2) August 3, 2015 – Special Meeting

PUBLIC HEARINGS ON LEGISLATION

3) Ordinance No. 31-2015

Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor and Declaring an Emergency.

Introduced July 20, 2015
P.H. September 8, 2015

4) Ordinance No. 33-2015

An Ordinance Authorizing the City to Accept Title in the City to Certain Property and to Transfer Title to the Property Back to the Original Owner for Public Purposes.

Introduced July 20, 2015
P.H. September 8, 2015

5) Ordinance No. 34-2015

Approving a Grant as Part of the City’s Economic Development Venture Program and Authorizing the City Manager to Enter into an Economic Development Grant Agreement for the Same.

Introduced July 20, 2015
P.H. September 8, 2015
NEW LEGISLATION TO BE INTRODUCED

6) Resolution No. 40-2015

A Resolution in Support of Participation in the Franklin County Police Chiefs’ Association Regional Shared Services System Local Government Innovation Fund Application with Respect to the Justice Education Pathway.

7) Resolution No. 41-2015

Adjusting the Annual Budget by Providing for a Transfer of Previously Appropriated Funds.

8) Resolution No. 42-2015

Approving an Agreement and Permit for between XO Communications Services, LLC, a Delaware Limited Liability Company, to Operate and Maintain a Telecommunications System Within the City of Worthington Pursuant to and Subject to the Provisions of Chapter 949 of the Codified Ordinances of the City of Worthington.

9) Resolution No. 43-2015

Authorizing the City Manager to Execute a Contract with Medicount Management, Inc. as the Billing Agent for the Division of Fire’s EMS Services.

10) Ordinance No. 35-2015

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

11) Ordinance No. 36-2015

An Ordinance Declaring Improvements to a Parcel of Real Property to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Requiring the Owner of that Parcel to Make Service Payments In Lieu of Taxes; Establishing an Urban Redevelopment Tax Increment Equivalent Fund; Authorizing the Execution of a Development Agreement; Authorizing the Execution of a Compensation Agreement; Authorizing Use of Service Payments for Costs of Certain Designated Improvements; and Providing Related Authorizations Pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43.
REPORTS OF CITY OFFICIALS

REPORTS OF COUNCIL MEMBERS

OTHER

EXECUTIVE SESSION

ADJOURNMENT
City Manager Report to City Council for the Meeting of Tuesday, September 8, 2015

APPROVAL OF MINUTES

1) July 20, 2015 – Regular Meeting
2) August 3, 2015 – Special Meeting

   Recommendation: Approval of Minutes as Presented

PUBLIC HEARINGS ON LEGISLATION

3) Ordinance No. 31-2015 – Accepting the Amounts and Rates and Authorizing the Necessary Tax Levies

   This Ordinance accepts the tax rates and amounts as determined by the Franklin County Budget Commission. This is an annual action by the City as required by State law and the rates and amounts are based on the tax budget that was submitted in July. State law requires this action be effective by October 1; however the County Auditor is seeking an extension for the release of the amounts and rates. We cannot move forward on this legislation until the information is provided by the County Auditor, so staff recommends tabling this Ordinance.

   Recommendation: Motion to Table

4) Ordinance No. 33-2015 – Property Purchase and Transfer – 350 W. Wilson Bridge Road

   Staff has been in discussions with Trivium Development regarding the purchase and renovation of the office building located at 350 W. Wilson Bridge Road, which has been vacant since the early 2000s. Staff has prepared legislation for the City Council’s consideration for the formation of an urban redevelopment tax increment financing (TIF) arrangement (see agenda item #11). This type of TIF requires the City to be in the chain of title for the property. This Ordinance authorizes the City Manager to accept title to the
property and immediately transfer it back to Trivium Development. It also declares certain improvements to the property as a public purpose. Additional information is included in the attached memorandum from the Economic Development Manager.

**Recommendation:** Approval of Ordinance as Presented

5) **Ordinance No. 34-2015 – Economic Development Venture Grant – Trivium Development**

In addition to the TIF included in the previous agenda item, staff has negotiated a Venture Grant agreement with Trivium Development tied to the anticipated annual payroll associated with the future tenants of the building at 350 W. Wilson Bridge Road. This recommended grant will be paid in three annual installments of $78,800. This grant has a net present value of $222,000. As part of the agreement, Trivium commits to at least $6,000,000 in total annual payroll to be paid to persons working in the renovated building within three years. Attached is a memorandum from the Economic Development Manager that provides additional information on this item.

**Recommendation:** Approval of Ordinance as Presented

**NEW LEGISLATION TO BE INTRODUCED**

6) **Resolution No. 40-2015 – Local Government Innovation Fund Grant Application**

The Franklin County Police Chiefs’ Association has prepared a grant application for funding from the Local Government Innovation Fund for a feasibility study for shared law enforcement training. The study would undertake a pilot shared services project to assess whether local law enforcement agencies and educational organizations can collaborate to provide high quality training more cost effectively. This Resolution expresses support for the grant application and authorizes participation by the Worthington Division of Police in the study. Additional information about the proposed program is included in the attached memorandum from the Chief of Police.

**Recommendation:** Approval of Resolution as Presented

7) **Resolution No. 41-2015 – Transfer of Funds**

The staff’s review of expenses versus budgeted amounts in each line item in the budget identified line items that will have insufficient funds while other line items that are projected to have excess funds. This review occurs each year and the transfers are made as necessary from line items with excess funds to line items with insufficient funds upon City Council action. This reallocation of funds does not increase the total annual appropriation.
These transfers relate primarily to personnel costs with some transfers to cover anticipated needs for supplies. The personnel costs are due to unanticipated time off in police and fire as well as staff transitions in these areas (retirement and/or resignation). The personnel costs in Parks & Recreation are being re-allocated to capture work in the area where it was performed. Additional information is provided in the attached memorandum from the Finance Director.

**Recommendation:** Approval of Resolution as Presented

8) Resolution No. 42-2015 – Right of Way Permit – XO Communications

Section 949 of the City’s Codified Ordinances requires that persons desiring to utilize the City’s Rights of Way to provide public utility and/or telecommunications services, other than cable television service, obtain a Telecommunication and Utility Permit. The City has received an application from the XO Communications for renewal of its permit. This Resolution authorizes the City Manager to sign the Telecommunications and Utility Permit for the use of the Rights of Way in Worthington. The permit is for three years.

**Recommendation:** Approval of Resolution as Presented

9) Resolution No. 43-2015 – Emergency Medical Services Billing Contract

The City contracts with MBI-Solutions for billing services related to Emergency Medical Services (EMS) fees. MBI-Solutions was acquired by Medicount Management Inc. This Resolution authorizes the City Manager to execute an agreement with Medicount Management for billing services. They are offered a two-year term at a lower billing rate.

**Recommendation:** Approval of Resolution as Presented

10) Ordinance No. 35-2015 – Supplemental Appropriation

A review of the City’s expenditures has identified the need to appropriate additional funds in certain line items. These items include a transfer for the Sewer Fund to cover monthly revenue fluctuations; funds for electrical expenses associated with street lights, traffic signals and electrical service in parks; supplemental assistance for parks maintenance due to weather challenges this year and staff transitions; and overtime for the Fire Department due to several long-term leaves (time off). Additional information is included in the attached memorandum from the Finance Director.

**Recommendation:** Introduction for Public Hearing on September 21, 2015
11) **Ordinance No. 36-2015 – Tax Increment Financing (TIF) – 350 W. Wilson Bridge Road**

As was mentioned in the earlier agenda item regarding Ordinance No. 33-2015, staff has been in discussions about a tax increment financing (TIF) arrangement for the property at 350 W. Wilson Bridge Road. Under the TIF, 75 percent of the property taxes on the improved value of the property would be redirected into a TIF fund for a period of ten years. The TIF is proposed to provide revenues, as they are received, to reimburse the developer for costs associated with the installation of fire suppression equipment and to make the property compliant with the Americans with Disabilities Act. The TIF is projected to provide an average of $110,000 per year during the term of the TIF once the proposed development is complete.

State law requires the TIF legislation be adopted after the City is in the chain of title for the property, so this Ordinance is recommended for public hearing and adoption on October 5, 2015 to allow for the property transaction authorized by Ordinance No. 33-2015 to occur. Additional information regarding the proposed TIF is included in the attached memorandum from the Economic Development Manager.

**Recommendation:** Introduction for Public Hearing on October 5, 2015

**REPORTS OF CITY OFFICIALS**

**EXECUTIVE SESSION**
Meeting Minutes

Monday, July 20, 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, July 20, 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: Rachael R. Dorothy, David Norstrom, Douglas K. Smith, Michael C. Troper, and Bonnie D. Michael

Member(s) Absent: Robert F. Chosy, Scott Myers

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, Service and Engineering Director William Watterson, Director of Building and Planning Lee Brown, Director of Parks and Recreation Darren Hurley, Chief of Police James Mosic, and Chief of Fire Scott Highley

There were thirteen visitors present.

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

VISITOR COMMENTS

APPROVAL OF MINUTES

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. 26-2015

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 for the Design Costs
for the Central District Sanitary Sewer Repairs and all Related Expenses and Determining to Proceed with said Project. (Project No. 618-15)

The foregoing Ordinance Title was read.

Mr. Greeson commented that Council may recall that they approved the hiring of DLZ to perform the Central District Sanitary Sewer Study. That “Study” is still being completed but they have already identified three repair projects that we need to address. This ordinance appropriates money to design those projects. He asked Mr. Watterson to comment on the projects.

Mr. Watterson reported the three projects that were identified as:

1) Replacement of a section of an 8” sewer in South St. near Garden Dr. with a 12” sewer.

Mr. Watterson shared that there has been some water in the basement events there and we are hopeful that this replacement will alleviate that condition and eliminate those kinds of events.

2) Adding an additional manhole on North St. at Hartford and reconnecting some existing sewers there to correct a distribution deficiency that had developed with previous construction projects.

3) There is a blind connection of two sanitary mains in Granville Rd. and Proprietors and the situation will be corrected with construction of a manhole at that junction.

Mr. Watterson reported that DLZ has proposed a fee of $43,619.70 to prepare the plans and specifications. Staff is recommending an appropriation of $50,000 to fund that.

Ms. Dorothy summarized that this is for planning work to then do the projects. She asked when the projects would be completed. Mr. Watterson replied that with the approval tonight the plan is to have the project plans completed by October 2015 and be able to begin construction yet this year. He would anticipate a 90 day construction period.

There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 26-2015. The motion carried by the following vote:

Yes 5  Troper, Norstrom, Dorothy, Smith, Michael

No 0

Ordinance No. 26-2015 was thereupon declared duly passed and is recorded in full in the appropriate record book.
Ordinance No. 27-2015

Approving a Plat Amendment to the Platted Front Building Setback Line for Lot #53 in Medick Estates Subdivision. A Property at 410 Tucker Drive (Aaron and Susan Bakshai)

The foregoing Ordinance Title was read.

Mr. Brown commented on the unique stair step platting of the parcels in this area. The setbacks range from 100 feet for the parcels along the Olentangy River and progress up to 350 feet for the parcels further east. The house for consideration is at 410 Tucker Drive. It was recently purchased and the new owners would like to demolish the house and build a new house by moving the setback.

Mr. Brown shared that in January 2014 council heard and approved a similar request for the third parcel to the west of this property.

Mr. Brown showed a slide that displayed the variation in setbacks of the surrounding properties.

Mr. Brown shared that the parcel for consideration is 1.7 acres in size. It is located in our R-16 district, which is very low density residential district. This parcel is actually larger than the district lot size of 1,600 square feet.

The applicant would like to construct a new home closer to Tucker Dr. This would give the family a larger backyard. The request would bring the setback up to 135 feet from Tucker.

Mr. Brown showed additional slides of the property and the surrounding area.

Mr. Brown shared that the two adjacent property owners did attend the Municipal Planning Commission meeting in June 11, 2015 and spoke very favorably of the demolition and the re-plat. The Municipal Planning Commission recommended approval of this application.

Ms. Dorothy observed that there were no elevation markers. She asked if there were any topography maps as the grade looked quite flat on the other parcel that was previously granted a variance for 15 feet. Mr. Brown commented that he doesn’t have a topography map on the site. He showed a slide of the approximate location of a knoll at 135 feet. The flat space is approximately 135 feet from Tucker.

Ms. Dorothy asked if any plans have been submitted. She is interested in knowing whether any trees will be impacted by the project. Mr. Brown shared that they have applied for a demolition permit for the house. He believes Habitat for Humanity will be salvaging windows and other various items for reuse in their projects. As of noon today, no building permit has been submitted for the new construction.
Mr. Norstrom asked about city regulations relative to tearing down a house. Mr. Brown replied that this property is not in the Architectural Review District so an applicant would make application for a demolition permit that would be approved by his department. A demolition permit has been issued for this house however any new construction will have to meet zoning requirements. As he mentioned before, this property is 1.7 acres in size. The zoning requirements need 30 foot setback. This would be 135 feet, side property lines need to total 25 feet (minimum of 10 on one side), thirty foot rear yard and would allow a 2 ½ story house to be constructed.

Mr. Norstrom commented that this application is not in the Architectural Review District. He asked if anything would be different if it were located in the district. Mr. Brown replied that it would require a public hearing to have the home demolished and any new construction would be reviewed by the ARB.

There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 27-2015. The motion carried by the following vote:

Yes 5  Norstrom, Dorothy, Smith, Troper, Michael

No 0

Ordinance No. 27-2015 was thereupon declared duly passed and is recorded in full in the appropriate record book.

Ordinance No. 28-2015

Amending Ordinance No. 40-2014 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the General Fund and Water Fund Unappropriated Balances.

The foregoing Ordinance Title was read.

Mr. Greeson reported there being several items included in this ordinance. One is related to the water fund. As members may recall, in our agreement with the city of Columbus we are required to pay for certain costs associated with certain water main breaks. We budget every year for an average of what we guess might occur. The city of Columbus bills us based on the actual breaks that have to be repaired. The bill we received was for $60,566 while the budget was $25,000. In addition, we appropriate $10,000 for plumbing inspections. Staff collects fees for those inspections which we remit to the Franklin County Board of Health. When the fees collected exceed that amount then an additional appropriation is necessary to make the transfer.

Mr. Greeson asked Mr. Watterson to address the water main breaks.

Mr. Watterson shared that the water contract with Columbus provides that Columbus repairs the water main breaks within the city of Worthington. It includes a provision that establishes an equivalent maintenance ratio, which is the proportional number of breaks
for the Worthington system compared with the entire Columbus system, which also includes the other suburbs. When the breaks exceed 150% of that equivalent maintenance ratio, the city of Worthington is required to pay for any additional breaks. This year (2014) the equivalent maintenance ratio for Worthington was 24 breaks. The city experienced a total of 36 breaks so the city of Worthington is required to pay for the 12 excess breaks. Those are billed at the actual cost (which includes labor, equipment, materials, etc.) to Columbus. The excess breaks resulted in a total cost of $60,566.31.

When asked by Ms. Dorothy if the locations are being mapped, Mr. Watterson replied yes.

Ms. Dorothy asked if there was any clustering or anything that he saw in particular in any neighborhoods that would need more attention. Mr. Watterson replied no. He shared that the breaks were distributed throughout the system.

Mr. Norstrom asked if these were primarily the result of a bad 2013/2014 winter or were they spread out. Mr. Watterson explained that they would have all occurred late in 2014. The 150% would have been used early in 2014. He doesn’t know the cutoff date but they would have been the twelve last breaks in 2014.

Ms. Dorothy asked if he knew how many breaks there have been in 2015. Mr. Watterson replied no.

Ms. Dorothy asked what led to the replacement of the Davis Estates waterline. Mr. Watterson explained that there were a high number of breaks in a concentrated area. So if a concentrated area can be identified then a project to replace the lines in the area can be scheduled. Staff does monitor all past breaks and we did not see that concentration with this one year history.

There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 28-2015. The motion carried by the following vote:

Yes 5 Dorothy, Smith, Troper, Norstrom, Michael

No 0

Ordinance No. 28-2015 was thereupon declared duly passed and is recorded in full in the appropriate record book.

Ordinance No. 29-2015 An Ordinance Authorizing the City Manager and Director of Finance to Enter into a Community Reinvestment Area Agreement with FC Bank to Grant FC Bank a Fifty Percent (50%) Tax Exemption for Real Property Improvements to be Made to the Property Located at 6600 North High Street, Parcel
No. 100-002591-00 in the City of Worthington for a Period Not to Exceed Ten (10) Years.

The foregoing Ordinance Title was read.

Mr. Greeson shared that Ordinance No. 29-2015 as well as Ordinance No. 30-2015 relate to the FC Banks corporate headquarters’ project that staff has been working on. He invited Jeff Harris forward to present the information on these two ordinances.

Mr. Harris commented that it is his privilege to introduce FC Bank’s president Andy Dale, who has joined us tonight. He is very excited for this project taking fruition next door to city hall.

Mr. Harris share that he will go through staff’s recommendation and background and then take any questions.

**Staff Recommendation:**

Staff recommends adoption of Ordinance 29-2015, creating a CRA Abatement to exempt FC Bank’s real estate taxes on its property improvements by 50 percent for a 10-year period.

**Background:**

- May 2015, Pennsylvania-based FC Bank purchased 6600 North High Street
- Intends to demolish 3 existing structures, including the existing automotive repair shop
- FC Bank proposes to construct new 18,500 sq. ft. 2-story building with frontage on High Street to accommodate
  - regional headquarters and
  - bank branch operations (currently exists in Worthington but will relocate from the south end to this new location)
- Project involves total investment of $4.6 million
  - $1.695 million paid for the Property
  - Another $2.9 million in new constructions costs
- Project to commence late August 2015, with all construction and improvements completed by December 31, 2016

**CRA Abatement – Structure:**

FC Bank undergoing substantial development costs
City staff determined a CRA Abatement provides beneficial form of assistance.

*Mr. Harris pointed out that this council has not approved a CRA Abatement since 2007.*

Ordinance 29-2015 includes several items required under Ohio CRA Abatement law:

- Declares improvements under the project to be a public purpose and 50 percent exempt from real property taxes for 10 years.

- Authorizes and directs City Manager to enter into a CRA agreement

City provided notice to the Worthington City Schools on July 1, 2015

**CRA Abatement Exemption – Terms & Benefits:**

Foregotten real property taxes provide FC Bank a net present value of **$435,000**

If Project appraised by the Auditor at a higher improvement value, FC Bank will benefit from the upside (if the Auditor values the improvements lower than estimated, FC Bank will likewise see a commensurate reduction in its benefit)

**School Compensation:**

May 2015 purchase increased the property’s taxable basis from $450,000 ($11,400 in annual property taxes to the Schools in tax year 2014) to $1.695 million (which was the purchase price)

Purchase value results in an additional $31,552 in annual property taxes to the Schools

Exempt only 50% of the taxes - the other half of net, new taxes due each year will equal $36,925 to the Schools.

Staff recommend that no compensation payments be made to the Schools during the exemption term.

*Ms. Dorothy asked if FC Bank already has a presence in Worthington. Mr. Harris replied yes. They have a four person office located in the south part of the city. Those individuals will be relocated to the new location.*

*Ms. Michael commented that the tax exemption is only on the amount over the current value. Mr. Harris agreed. He added that with the fair market purchase price of $1.695 million, the base that taxes are always paid on irrespective was moved up to the $1.695 million so the schools saw a bump just with that. Then the abatement goes above and beyond that base level. That is where the exemption is attached.*
Ms. Dorothy commented that this is for ten years. Mr. Harris agreed.

Ms. Michael commented that a total over ten years of $435,000 or is it $435,000 for each year. Mr. Harris replied that the $435,000 is total across the ten years. He added that it is in today’s dollar value.

Mr. Norstrom sees this as a win, win situation. We are getting a headquarters for a major regional bank and increasing the income tax that we will be receiving while at the same time relocating a business that involves many cars to a good location. The schools agree with this so this is a win, win situation.

There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 29-2015. The motion carried by the following vote:

**Yes** 5  
Smith, Troper, Norstrom, Dorothy, Michael

**No** 0

Ordinance No. 29-2015 was thereupon declared duly passed and is recorded in full in the appropriate record book.

**Ordinance No. 30-2015**  
Approving a Grant as Part of the City’s Economic Development Venture Program and Authorizing the City Manager to Enter into an Economic Development Grant Agreement for the Same.

The foregoing Ordinance Title was read.

Mr. Harris commented that this is the same project, same background and same analysis as the previous ordinance although to Mr. Norstrom’s point on the last ordinance, this is income tax based.

Background and staff recommendation concerning Venture Grant award to assist in the construction of a new bank headquarters project on North High Street in Worthington

**Staff Recommendation:**

Adoption of Ordinance 30-2015, authorizing the City Manager to enter into a Venture Grant agreement to assist FC Bank

**Background:**

- FC Bank will cause at least $2M in total annual payroll to be paid
- Approx. 26 Full-Time persons working in the completed HQ facility within 3 years of the start of the Project
o Once reached, annual payroll adjusts upwards throughout the term of the Venture Grant
o To approximately $3M estimated by year 7

**Venture Grant – Terms & Benefits:**

- Venture Grant payable in five (5) annual installments of $11,565

- These equal payment amounts, in the aggregate, are 15% of the estimated income tax collections during 7-year period - after construction is complete

- Grant to provide FC Bank with a NPV $53k in assistance across the agreement term

- Each annual payment conditioned on FC Bank meeting its payroll commitments

- FC Bank’s failure to meet its commitments in a given year will result in the City not remitting the annual installment amount for that period

*Mr. Troper asked when the first payment will be made to FC Bank. Mr. Harris replied that typically payments (pay for performance) are made upon a lease execution or in this case once the effective date of the ordinance occurs. The city will issue a check and then every twelve months hence for the remaining term of the agreement so long as payroll commitments are met. So it is a rolling twelve month period from the first time a check is issued.*

*Ms. Dorothy asked when the payroll requirements are reviewed. Mr. Harris explained that at the twelve month period he will send out a twelve month reporting form that is to be completed, signed and returned. Staff will review the information and issue a check if the payroll obligation is met.*

*Ms. Michael asked Mr. Greeson to verify that the city also provided a Venture Grant to help Mr. Tilton relocate his business. Mr. Greeson shared that the Venture Grant policy of the city authorizes the City Manager to enter into Venture Grants up to certain amounts. We have been pleased to help Tilton’s Automotive, who is relocating to another building that Mr. Harris had been working diligently on for many years to fill, which is at the corner of Huntley and Schrock. It is his understanding that the lease has been executed and signs are out announcing that move. He noted that the building has seen some investment of late if members have driven by it. Mr. Tilton will not only be relocating these jobs there but also is projecting to increase his operation and consolidate and grow his payroll in that location consistent with the policies of the Venture Grant program.*

*Mr. Norstrom asked if that works the same way in that staff reviews annual payroll. Mr. Greeson agreed that it works exactly the same way as Mr. Harris described.*
There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 30-2015. The motion carried by the following vote:

Yes 5  Troper, Norstrom, Dorothy, Smith, Michael

No 0

Ordinance No. 30-2015 was thereupon declared duly passed and is recorded in full in the appropriate record book.

NEW LEGISLATION TO BE INTRODUCED

Resolution No. 36-2015  Approving an Agreement and Permit for the City of Dublin, an Ohio Municipal Corporation, to Operate and Maintain a Telecommunications System Within the City of Worthington Pursuant to and Subject to the Provisions of Chapter 949 of the Codified Ordinances of the City of Worthington.

Introduced by Mr. Troper.

MOTION  Ms. Dorothy made a motion to adopt Resolution No. 36-2015. The motion was seconded by Mr. Smith.

Mrs. Stewart shared that the city of Dublin has fiber optics in the Worthington right-of-way. As a result of that they are required to have a Telecommunication Utilities Permit. Members may recall that those permits are good for a period of three years. Dublin’s permit expires this summer so this is a renewal of their three year agreement. It is our standard agreement to go along with the permit however we have added a clause to prohibit the above ground markers. Staff has seen a plethora of those posts in recent years that identify the numerous companies that maintain telecommunications in our right-of-way. Staff hopes to limit those through the revision to our agreement.

There being no additional comments, the motion to adopt Resolution No. 36-2015 carried unanimously by a voice vote.

Resolution No. 37-2015  Amending the Staffing Chart of the City of Worthington to Provide for Two Additional Firefighter EMT-P Positions in the Division of Fire for a Six Month Period and One Additional Assistant Chief Position in the Division of Fire for a Three Month Period.

Introduced by Mr. Norstrom.
MOTION

Mr. Troper made a motion to adopt Resolution No. 37-2015. The motion was seconded by Ms. Dorothy.

Mr. Greeson commented that this request is for a temporary increase in staff to facilitate with staffing needs because of anticipated retirements within the Division. This will provide a bit of an overlap between bringing an interim assistant chief on and the retiring assistant chief leaving so there could be some training. The other two deals with anticipated training that is necessary to have somebody that is up to speed when we experience the retirements we are anticipating.

Chief Highley confirmed there being a retirement near the end of the year. Staff is currently down three people due to a variety of issues (injuries, illnesses, etc.). What we are trying to do is go ahead and get the hiring process started so that we can temporarily fill some of the holes we have while then working somebody into a permanent full-time position when somebody leaves.

Ms. Dorothy asked how many people there are in the Fire Department. Chief Highley replied that the Operations Division, which is the one everybody is worried about, has thirty-three total people so we are down 10% of our staff.

Chief Highley shared that there is a second individual who is currently on medical leave and is awaiting final dispensation from his doctors as to whether he can return or not. He should have that information by October and that would be the second position. If he were to leave then we would be getting ready to go ahead and fill that slot. So those are the two temporary positions.

Assistant Chief Kantak has always planned to leave this September. We will not have the permanent replacement person named at that point so he and Mr. Greeson would like to get someone in on an interim basis. They would like a few weeks of overlap time to pass the knowledge from one individual to the other.

Ms. Dorothy noted that Chief Highley’s memo highlighted how much savings he anticipates by making this change. She asked him to share that information. Chief Highley acknowledged that the savings is not easy to determine. There will be some overtime savings for the short term however we have still spent a good deal of money on overtime this year and may how to do some appropriations for that.

Mr. Greeson added that there will be a savings on the salary of the new Assistant Chief because the salary will be at a lower level than the current employee. Staff believes that will offset the cost of the overlap. He added that if we can get somebody on board, a step “A” firefighter costs less than time and a half of a tenured firefighter so it should benefit us from an overtime standpoint.

There being no additional comments, the motion to adopt Resolution No. 37-2015 carried unanimously by a voice vote.
Resolution No. 38-2015

Authorizing a Six-Month Extension of Time for Recording of the Final Plat for the Worthington Lodge, LLC Development.

Introduced by Mr. Smith.

MOTION

Mr. Norstrom made a motion to adopt Resolution No. 38-2015. The motion was seconded by Mr. Troper.

Mr. Brown shared that this legislation is a request for a six month extension to record the final plat associated with the Masonic Lodge redevelopment. As members may or may not know, Section 1101.11(c) requires that after a final plat is approved by City Council it is to be recorded within six months. That six month date is actually today. The applicant is requesting a six month extension to allow them to continue their work with the State Historic Preservation Office and the National Parks Service towards getting tax credits to help with the redevelopment of the site. He believes the deadline to make application for those are late August or early September. Since they did not close on the property with the Masons until June 26th, there has been some time disruptions towards getting the tax credit and in working with the Franklin County Engineers map room to ensure the names and the legal descriptions are correct.

Mr. Brown shared that staff does not have any issues or concerns at this time. All of the previously approved requirements as part of the rezoning for the property continue forward with this application. He added that the applicant is in the audience to address members’ questions.

Ms. Dorothy commented that there are no changes to what council has already approved. Mr. Brown agreed.

Ms. Michael added that they are just seeking some federal assistance for some of what they are doing with the historic preservation. Mr. Brown agreed.

Mr. Greeson noted that the reason they are eligible for assistance is because members sought the Worthington Historic District designation which made this eligible for historic preservation tax credits for buildings within the district. He believes this is the first application for that program.

There being no additional comments, the motion to adopt Resolution No. 38-2015 carried unanimously by a voice vote.

Ordinance No. 31-2015

Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor and Declaring an Emergency.

Introduced by Mr. Troper.
Ordinance No. 32-2015

To Provide for the Submission of an Amendment to the Charter of the City of Worthington, Ohio, for a Vote of the City Electorate at a Regular Municipal Election to be Held on November 3, 2015.

Introduced by Ms. Dorothy.

Mrs. Fox explained that staff will need to get this ordinance to the Board of Elections soon. Since tonight is the last regular meeting of council before the recess, she wanted to see if we might be able to set a special meeting in the next couple of weeks to be able to vote on this ordinance and get it to the Board of Elections. Staff wanted to be able to introduce it tonight but then have an opportunity to go through it in more detail so members are aware of what it is and we can talk about some of the impacts. She shared that council is mandated by the Constitution of Ohio to get this to the Board of Elections upon receipt of the required number of signatures. Staff received word late last week that there were enough signatures. Sufficiency of the petition is considered to be the form of the petition which essential fulfills the requirements that are mostly set out in Chapter 35 of the Ohio Revised Code. Staff wanted to be able to have as many council members as possible attend a special meeting so that we could talk about what this is but we really are under an obligation to get it to the Board of Elections soon. The Constitution requires that it go to the Board of Elections for a vote at a General Municipal Election if one occurs between 60 and 120 days. She would like to try to get a vote on this ordinance taken as soon as possible because the Franklin County Board of Elections has a 90 day before the election deadline for many other issues and we still need to work with them on specific language and those sorts of things so we didn’t want to take too much time to get that to them so they can get it going.

Ms. Michael suggested a Monday night because Mondays are when council generally meet.

After some conversation, the following motion was made:

MOTION Ms. Dorothy made a motion to set the public hearing for Monday, August 3, 2015 at 7:30 p.m. The motion was seconded by Mr. Smith.

The motion carried unanimously by a voice vote.

Mr. Norstrom asked if the meeting would be a one topic meeting or could members hold a public hearing on all of the ordinances that are being introduced tonight. Mrs. Fox replied that when the Special Meeting notice is sent out, council needs to establish what the purpose of the meeting is so if general business is the nature of the special meeting then that is what we can put in the notice.
Mr. Greeson commented that he doesn’t think that any of the ordinances being introduced this evening require action on August 3rd. Mr. Norstrom shared that he was hoping to get the work done and then skip another meeting. Mrs. Fox added that there will be plenty of topics for the September meeting.

Ordinance No. 33-2015
An Ordinance Authorizing the City to Accept Title in the City to Certain Property and to Transfer Title to the Property Back to the Original Owner for Public Purposes.

Introduced by Mr. Smith.

Ordinance No. 34-2015
Approving a Grant as Part of the City’s Economic Development Venture Program and Authorizing the City Manager to Enter into an Economic Development Grant Agreement for the Same.

Introduced by Mr. Norstrom.

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

Mr. Hurley shared that last summer, in celebration of July being a National Parks and Recreation Month our staff created a contest where residents could vote through the city’s Facebook page on their favorite park. It was a fun way for community members to express their likes and identify parks that they like to frequent. Last summer Shaker Square Park won the award and staff went out and had a party to celebrate with the folks at that park one evening. Staff received a great deal of positive feedback on that event so the same promotion was executed this year and Selby Park was the winner of this year’s most favorite park award. A similar party to celebrate will be held at the park on July 27th from 5:00 pm – 7:00 pm. Staff will do some activities and have games and treats for the children.

Mr. Greeson shared that he will be out of town from Thursday, July 23rd through the middle of next week. Mrs. Steward will be acting City Manager during that time.

REPORTS OF COUNCIL MEMBERS

Mr. Norstrom expressed his disappointment in his fellow council members. At the first meeting in July members agreed to deal with the “letter” at tonight’s meeting. Mr. Smith was to develop a version with new language. He understands that members decided to approve the letter at the last meeting, since members learned that Dr. Chosy would not vote for the “letter” if it did not contain the paragraph, the paragraph that was not in the
initial letter prepared by Mr. Myers and having done that, he feels that the council disrespected him and he is very disappointed in the actions taken by this council.

OTHER

MOTION Mr. Troper made a motion that council recess during the month of August except for the Special Meeting on Monday, August 3, 2015. The motion was seconded by Ms. Dorothy.

The motion carried by a voice vote.

EXECUTIVE SESSION

ADJOURNMENT

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

The motion carried unanimously by a voice vote.

President Michael declared the meeting adjourned at 8:18 p.m.

____________________________________
Clerk of Council

APPROVED by the City Council, this 8th day of September, 2015.

_______________________________
Council President
Special
Meeting Minutes

Monday, August 3, 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 Special Session on Monday, August 3, 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, and Assistant City Manager Robyn Stewart

There were sixteen visitors present.

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

PUBLIC HEARINGS ON LEGISLATION
President Michael declared public hearings and voting on legislation previously introduced to be in order.

Ordinance No. 32-2015

To Provide for the Submission of an Amendment to the Charter of the City of Worthington, Ohio, for a Vote of the City Electorate at a Regular Municipal Election to be Held on November 3, 2015.

The foregoing Ordinance Title was read.

President Michael shared that a citizen group from Worthington was successful in obtaining enough signatures to submit a petition to the Franklin County Board of Elections for a possible change to the City Charter. The Board of Elections has certified the signatures and City Council has no choice but to follow the Code and pass an ordinance, no matter what our personal feelings are about the issue.

Ms. Michael commented that one speaker slip has been turned in. She invited David Robinson to address City Council.

David Robinson, 195 E. Dublin Granville Rd.

Mr. Robinson commented that he applauds Worthington residents for having advanced this citizens’ initiative to the point where, once certified this evening, they will as a community weigh the strength of its arguments and decide its outcome through a public vote this November. The heart and soul of the Keep Worthington Beautiful initiative is
the simple proposition that the residents should have a meaningful voice in rezoning decisions that impact everyone. This initiative gives citizens this voice, with some teeth, by making viable the exercise of their established right of referendum. He thanked the residents and added that he is sure they will have more to say in the upcoming weeks and months.

Mr. Myers commented that tonight is not an exercise in legislation or discretion. It is an exercise in obligation. Council votes tonight because the law compels us to vote. He believes that this ballot measure may potentially put Worthington at a disadvantage. All other cities are at 30 days but most importantly for him, he hopes that we can find common ground and that an initiative does not further divide the interest and the opinions of the people of Worthington. He hopes that everyone can truly come together and achieve a resolution that works for all.

Mr. Norstrom shared that he disagrees with Mr. Robinson’s interpretation of what the citizens of Worthington want.

Ms. Dorothy and Mr. Troper concurred with Mr. Myers sentiments.

Ms. Michael shared that she is personally concerned about seeing our city divided. We have always had a very united city and she hopes that we can come together so that we don’t have a community that is divided.

There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 32-2015. The motion carried by the following vote:

Yes 6 Troper, Dorothy, Smith, Myers, Chosy, Michael

No 1 Norstrom

Ordinance No. 32-2015 was thereupon declared duly passed and is recorded in full in the appropriate record book.

REPORTS OF CITY OFFICIALS

Discussion Item(s)

- City of Worthington v Moody Nolan Inc., et al., Case No. 14CV010915

Mr. Greeson shared that this item pertains to pending litigation. It is appropriate, if council desires, to go into Executive Session to discuss pending litigation. It is staff’s expectation that after returning to open session, Council may have a public discussion followed by a vote on a possible settlement agreement pertaining to this case.
EXECUTIVE SESSION

MOTION  Mr. Norstrom made a motion to meet in Executive Session to discuss pending litigation. The motion was seconded by Mr. Smith.

The motion carried by the following voice vote:

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

No  0

Council recessed at 7:39 p.m. from the Regular meeting session.

MOTION  Mr. Smith made a motion to return to open session at 7:59 p.m. The motion was seconded by Mr. Norstrom.

The motion carried unanimously by a voice vote.

President Michael read the following resolution title:

Resolution No. 39-2015  Authorizing the City Manager to Execute and Deliver a Settlement Agreement and Mutual Release in Connection with Franklin County Common Pleas Case No. 14-CV-010915 for the Community Center Roof Remediation.

Introduced by Mr. Norstrom.

MOTION  Mr. Smith made a motion to adopt Resolution No. 39-2015. The motion was seconded by Dr. Chosy.

Mr. Norstrom complimented City staff and our attorneys for resolving this issue with the settlement that council is about to pass. Mr. Myers agreed. He thanked Mrs. Fox for all of her time.

Mrs. Fox commented that she would like to briefly go through what this Resolution will do. It will authorize the City Manager to execute and deliver a settlement agreement that is substantially consistent with what is attached as a Memorandum of Settlement. This Memorandum of Settlement contains the primary terms of what will ultimately become the Settlement Agreement. As we have gone through this law suit, we have ended up in early mediation and arrived at some fairly significant agreements during that mediation. The Memorandum of Settlement contains a provision that states that:

1) Moody Nolan; CNA, on behalf of Apex; and Travelers (the three defendants in this law suit) shall collectively pay the City the sum of Three Hundred Seventy Five Thousand Dollars ($375,000.00), which is the settlement amount.
2) Contains a mutual release clause (which is customary in settlement agreements) where each of the parties release the other party.
3) The Settlement Amount shall be paid within fourteen days of the Settlement Agreement.
4) After the Settlement Amount is paid, the City shall dismiss the Lawsuit.
5) Parties preserve their rights to bring cause of action against some of the other defendants that we were not in privity of contract.
6) We agreed to provide non disparagement clauses in a joint letter to be drafted by the City Manager and signed by the City Manager.

Mrs. Fox reported that this resolution would authorize the City Manager to sign the Settlement Agreement when it is drafted so long as it is consistent with the terms of the Memorandum of Settlement and contains the other customary terms that we usually see in Settlement Agreements.

Mr. Norstrom shared that based on the discussion in Executive Session we hope that will be done by the end of the month. Mrs. Fox agreed.

Ms. Michael credits staff, including Mr. Greeson and Mrs. Fox who spent numerous hours including one session that went from 8:00 a.m. to 7:00 p.m. trying to negotiate and mediate this settlement.

Mr. Myers shared that given the complexity of this litigation, the tremendous cost that it would take to go to trial, and the substantial risk involved on both sides, he thinks this is a very favorable settlement for the city.

There being no additional comments, the motion to adopt Resolution No. 39-2015 carried unanimously by a voice vote.

Mrs. Thress encouraged members to contact Ms. Word by this Wednesday, August 5th if they plan to attend the Summit on Sustainability this fall that is sponsored by MORPC.

Mrs. Fox shared that everyone is aware that the Kilbourne Building is being renovated although the work is currently in a holding pattern. She thought members may find it interesting that during the course of construction the contractors found two library books up in the ceiling. One of the books actually still has the library card in it. She doesn’t know what year the book was supposed to be turned back in but it could be worth quite a bit. One of the books is the Selected Short Stories of Sinclair Lewis and the other is a Christmas cookbook. We are unsure how they got in the ceiling but she will be returning them to the library.

REPORTS OF COUNCIL MEMBERS

Mr. Norstrom shared that the Don Scott Airport recently received a $10,000,000 donation to foster increased pilot education. He, Ms. Michael and staff had a conference call with the Dean and they are very excited about opportunities it will provide. The
airport will be staying. They plan to develop it into a premier education airport in the country. Ms. Michael added that it will also include research. They plan to redo the main building and make it state of the art. Mr. Norstrom added that it is very exciting.

Dr. Chosy asked if that implies there will be less commercial flights in and out. Mr. Norstrom replied no. He added that the Dean shared that one of the things they will be researching is even quieter engines.

OTHER

ADJOURNMENT

MOTION  Mr. Myers made a motion to adjourn. The motion was seconded by Ms. Dorothy.

The motion carried unanimously by a voice vote.

President Michael declared the meeting adjourned at 8:08 p.m.

____________________________________
Clerk of Council

APPROVED by the City Council, this 8th day of September, 2015.

_______________________________
Council President
ORDINANCE NO. 31-2015

Accepting the Amounts and Rates as Determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying Them to the County Auditor and Declaring an Emergency.

WHEREAS, this Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year beginning January 1, 2016; and,

WHEREAS, the Budget Commission of Franklin County, Ohio has certified its action to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, Franklin County, State of Ohio, six-sevenths of the members elected thereto herein concurring that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further ordained that there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2015 (collection year 2016) as follows:

SCHEDULE A

SECTION 1. Summary of amounts required from General Property Tax approved by the Budget Commission and County Auditor’s estimated tax rates.

<table>
<thead>
<tr>
<th>Amount to be Derived from Levies Outside 10 Mill Limitation</th>
<th>Amount Approved by Budget Commission Inside 10 Mill Limitation</th>
<th>County Auditor’s Estimate of Full Tax Rate to be Levied Inside Outside Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Column II</td>
<td>Column IV</td>
<td>Column V Column VI</td>
</tr>
<tr>
<td>General Fund</td>
<td>$ $ ___________________</td>
<td>2.03</td>
</tr>
<tr>
<td>General Fund Charter</td>
<td>___________________</td>
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<td>Bond Retirement</td>
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<tr>
<td>Police Pension</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>$ $</td>
<td>2.50 2.50</td>
</tr>
</tbody>
</table>
ORDINANCE NO. 31-2015

AND BE IT FURTHER ORDAINED:

SECTION 2. That the Clerk of Council be and hereby is directed to certify a copy of this ordinance to the County Auditor of Franklin County.

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

Passed __________

____________________________________
President of Council

Attest:  

______________________________
Clerk of Council

Introduced July 20, 2015
P.H. September 8, 2015
An Ordinance Authorizing the City to Accept Title in the City to Certain Property and to Transfer Title to the Property Back to the Original Owner for Public Purposes.

WHEREAS, the City of Worthington (the “City”) is committed to encouraging the redevelopment of existing property within the City limits; and,

WHEREAS, Trivium Development LLC (the “Company”) or its designee desires to purchase and completely renovate approximately 53,200 square feet of office space, substantially re-grading exterior parking facilities and creating handicap accessible facilities at a vacant single-tenant office building on West Wilson Bridge Road (the “Project”) and in doing so will construct certain improvements to real property that will serve a public purpose (the “Designated Improvements”) on the property described in Exhibit A attached hereto (the “Site”); and,

WHEREAS, the Site features a single-tenant commercial office building constructed in 1976 and which has been left vacant and unused for at least ten years since its last occupant relocated out of Worthington, and which such building requires significant retrofitting and renovations in order to render it market-viable; and,

WHEREAS, the City desires to support and facilitate the construction of the Designated Improvements by passing an Ordinance under Ohio Revised Code Section 5709.41 (the “TIF Ordinance”) declaring the development of the Designated Improvements to be a public purpose; and,

WHEREAS, the City must hold fee title to the real property comprising the Site prior to enacting the TIF Ordinance; and,

WHEREAS, it is necessary for the City to execute certain documents to accomplish the acceptance and subsequent transfer back to the Company of title to the real property comprising the Site, all prior to the City’s enactment of the TIF Ordinance.

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

SECTION 1. That the development of the Designated Improvements is a public purpose in furtherance of the City’s efforts to accomplish urban redevelopment within the City.

SECTION 2. That the City Manager is hereby authorized and directed to accept, on behalf of the City, title in the City to the real property comprising the Site, and to immediately transfer the Site back to the Company.
ORDINANCE NO. 33-2015

SECTION 3. That the City Manager is authorized and directed to execute, in accordance with this Ordinance, the quit claim deed(s) and all additional documents necessary, and to take any other required action, to take title to the Site in the City’s name from the Company and to immediately transfer title back to the Company. Each such transfer shall be made for no monetary consideration.

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

Passed _________________

___________________________________
President of Council

Attest:

________________________________  Introduced July 20, 2015
Clerk of Council  P.H. September 8, 2015
EXHIBIT A

The Site is comprised entirely of the following: Franklin County, Ohio Auditor’s parcel number 100-005397-00.

The legal description of the Site is the following: 350 West Wilson Bridge Road, Officescape, Lot 4.
MEMORANDUM

TO: Matt Greeson
FROM: Jeffry Harris
DATE: July 16, 2015
SUBJECT: Title transfer – 350 West Wilson Bridge Road redevelopment project

I write to provide background and staff recommendation concerning the City taking, and immediately transferring back, fee simple title to real property located at 350 West Wilson Bridge Road in Worthington. This property transfer is in direct relation to the creation of urban redevelopment tax increment financing ("TIF") under Ohio Revised Code ("ORC") §5709.41, which will be recommended of City Council in September 2015.

Staff Recommendation:

Staff recommends adoption of Ordinance 33-2015, thereby authorizing you to execute quit claim deed, and related documentation, to take title to 350 West Wilson Bridge Road and to immediately transfer title back to the developer.

Background:

This ownership transfer action concerns the former Mettler-Toledo headquarters building at 350 West Wilson Bridge Road, in the area identified in the City’s Wilson Bridge Corridor Study as intended for office use (the “Site”). The City’s development interest in this property is long-standing, dating back to the early 2000s when Mettler-Toledo moved to the Polaris area, leaving behind this large single-use tenant space. More recently, the property was purchased by Canadian buyers as part of a portfolio of commercial office space; earlier this year, a local real estate broker was successful convincing the owners to place the Site for-sale on the open market ($1.95 million asking price).

As you are well aware, substantial redevelopment and investment has occurred within walking distance of the Site along West Wilson Bridge Road. Through presentations, phone calls and marketing collateral material, the City has publicly sought to partner financially with private development interests to bring the Site back to market viability and commercial use.
In April 2015, Trivium Development LLC (“Trivium”) entered into a purchase agreement with the Canadian owners to acquire the Site and fully renovate its 53,200 square feet of interior space and exterior parking facilities into high-quality multi-tenant medical office space (the “Project”). Trivium plans to close on the Site’s purchase in August.

The Project is expected to involve a total investment by Trivium of approximately $5.8 million. Included in this investment is the $1.95 million paid for the Site, with $3.9 million in new constructions costs.

The Project will commence fall 2015, with all construction and improvements likely completed by December 31, 2016.

**Title Transfer:**

At the time of this writing, staff are preparing for City Council’s adoption an urban redevelopment TIF structure under ORC §5709.41, which would allow the City to direct TIF revenues to reimburse Trivium for public-focused improvements throughout the entire Site, including interior renovations. There are a number of steps that must be taken to create the TIF, including the City entering the chain of title to the Site prior to adopting the enabling ordinance.

Specifically, ORC §5709.41(B) states that a municipality may declare a public purpose *any improvement* to the real property, so long as the municipality held fee simple title prior to the adoption of the TIF’s enabling ordinance and the property was then conveyed away by the municipality.

The City has precedent in undertaking this approach in the context of another critical redevelopment project: the Shops at Worthington Place. As you may recall, prior to adoption of the TIF under Ordinance 47-2010 in that project, the City Council authorized you to accept and convey fee simple title to the mall property.
ORDINANCE NO. 34-2015

Approving a Grant as Part of the City’s Economic Development Venture Program and Authorizing the City Manager to Enter into an Economic Development Grant Agreement for the Same.

WHEREAS, this City Council has established an Economic Development Venture Grant Program in order to assist in creating job and employment opportunities within the City; and,

WHEREAS, this City Council created an Economic Development Fund (the “Fund”) to provide incentives to businesses wishing to remain or locate within the City; and,

WHEREAS, in amending the Economic Development Venture Policy under Ordinance 57-2006, this City Council stated its intention to allow the use of grants payable from the Fund to encourage the productive reuse and development of targeted properties; and,

WHEREAS, Trivium Development LLC (the “Company”) desires to purchase and completely renovate approximately 53,200 square feet of office space, substantially regrading exterior parking facilities and creating handicap accessible facilities at the vacant single-tenant office building at 350 West Wilson Bridge Road (the “Project”); and,

WHEREAS, the property to be purchased by the Company for the Project has been vacant for many years, and the redevelopment helps satisfy the City’s economic development goal of attracting new medical office operations into Worthington; and,

WHEREAS, the City has identified the construction of high-quality, Class A-grade office space as a critical priority in establishing a sustainable economic environment in Worthington for the foreseeable future; and,

WHEREAS, the City seeks to assist the Company in the costs borne under the Project to fully renovate into high-quality multi-tenant medical and commercial office space for new users on the Wilson Bridge Road Corridor; and,

WHEREAS, as structured, this Venture Grant Project otherwise meets all of the criteria for a grant of funds established in the City Economic Development Incentive Policy;

NOW THEREFORE; BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:
ORDINANCE NO. 34-2015

SECTION 1. That there be and hereby is approved a grant to the Company approximately equal in net present value to Two Hundred Twenty-Two Thousand Dollars ($222,000.00) in assistance, to be paid in three (3) annual installments, each equaling Seventy Eight Thousand Eight-Hundred Dollars ($78,800.00), during the first three sequential years of the agreement term from the Fund to assist in the renovations of new high-quality medical and commercial office space in the City of Worthington.

SECTION 2. That the City Manager is hereby authorized and directed to enter into an Agreement with the Company substantially in the form in EXHIBIT A, attached hereto and made a part hereof, establishing the conditions of the grant, provided however that the City Manager shall not be directed to sign said Agreement unless and until the tax increment financing agreement associated with the Project is executed by the Company.

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:

______________   P.H. September 8, 2015
Clerk of Council
EXHIBIT A

ECONOMIC DEVELOPMENT GRANT AGREEMENT

THIS ECONOMIC DEVELOPMENT GRANT AGREEMENT (the "Agreement") is made and entered into this ___ day of _______________ ___, 2015 (the “Effective Date”), by and between the CITY OF WORTHINGTON, a municipal corporation with its offices at 6550 North High Street, Worthington, Ohio 43085 (the “City”), and TRIVIUM DEVELOPMENT LLC, an Ohio limited liability company with its principal offices at 210 North Lazelle Street, Columbus, Ohio 43215 (“Company”), (both collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, pursuant to Ordinance No. 44-2002 (As Amended), Ordinance No. 37-2004, and Ordinance No. 57-2006 (As Amended) (the “Approval Ordinances”), and consistent with its goal of encouraging the development and maintenance of commercial and industrial businesses within the City and to provide for the creation of jobs and employment opportunities, the City has established an Economic Development Fund (the “Fund”) and adopted an Economic Development Incentive Policy (the “Policy”); and

WHEREAS, Worthington City Council stated its intention in the Approval Ordinances to allow the use of grants payable from the Fund to encourage the productive reuse and development of targeted properties; and,

WHEREAS, as authorized in Article VIII, Section 13 of the Ohio Constitution and in accordance with the guidelines established under the Policy, the City has offered to provide the Company an economic development incentive grant to encourage the Company to renovate 53,200 square feet of new multi-tenant medical and commercial office space located within the City (the “Project”), as more fully described and set forth in EXHIBIT A, Scope of Work, attached hereto and incorporated herein; and,

WHEREAS, the Project features a single-tenant commercial office building constructed in 1976 and which has been left vacant and unused for at least ten years since its last occupant relocated out of Worthington, and which such building, located at 350 West Wilson Bridge Road, City of Worthington (the “Subject Premises”), requires significant retrofitting and renovations in order to render it market-viable; and,

WHEREAS, the Company has agreed to enter into this Agreement, which sets forth the Company’s respective rights and obligations concerning the payment of such grant.

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall provide to the Company an economic development incentive grant in amounts set forth in this section (the “Grant”), which the Company shall use in connection with the redevelopment to occur under the Project, defined above, and situated within the City of Worthington. The first payment under this Section shall be provided to
the Company after the City’s issuance of the Project’s Final Certificate of Occupancy and Certificate of Zoning Compliance (as the Certificate of Zoning Compliance relates to all improvements described in the Company’s approved development plan) (collectively, the “Certificates”), provided that this Agreement has been fully executed by both Parties. By accepting the Grant, the Company agrees to meet the Grant Objectives defined in Section 3 below.

The Grant shall be payable to the Company in three (3) consecutive annual installments of Seventy Eight Thousand Eight Hundred dollars ($78,800.00) (each representing an “Annual Installment Amount”), with the first such Annual Installment Amount to be payable upon the City’s issuance of the Certificates and each subsequent Annual Installment Amount to be payable each of the following two twelve (12) month periods hence during the Term defined herein, subject to the City’s Annual Review as set forth in Section 4 of this Agreement. The term of this Agreement shall commence on the Effective Date and end five (5) years after such Effective Date (the “Term”).

Section 2. City's Obligation to Make Payments Not Debt: Payments Limited to Nontax Revenues. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement shall not be a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company shall have no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Consistent with Section 13 of Article VIII, Ohio Constitution, any payments required to be made by the City pursuant to this Section 2 shall be payable solely from the City's non-tax revenues. Further, the obligation of the City to make the payments pursuant to this Agreement shall be in accordance with the Approval Ordinances and subject to certification by the Director of Finance of the City as to the availability of such non-tax revenues.

Section 3. Grant Objectives. In consideration of the City’s agreement to provide the Grant to the Company, the Company agrees to comply with all the following objectives throughout the Term (the “Grant Objectives”):

(a) Within eighteen (18) months after the Effective Date, the Company will construct the Project in accordance with plans reviewed and approved by the Worthington Municipal Planning Commission;

(b) Within thirty-six (36) months after the Effective Date and continuing without interruption throughout the remainder of the Term, the Company shall cause at least Six Million dollars ($6,000,000.00) in total annual wages to be paid to persons working within the Subject Premises, and such payroll shall not be comprised by wages paid for the construction of said Subject Premises, with such total wages resulting from other third party employers and such wages paid are subject to City withholding (the “Total Annual Compensation”);

(c) The Company shall remain current on all real estate tax obligations relevant to the Project, including any service payments in lieu of taxes otherwise due, during the Term.
Section 4. Annual Review of Grant Objectives; Actions by City.

The Company shall make annual reports, in such detail as may reasonably be requested by the City, as to the actual progress of the Company with respect to the Project and the terms of this Agreement. Information requested by the City may include the amount of investment made, number of new jobs created, the amount of payroll attributable to such new jobs, and such other information related to carrying out this Agreement as the City reasonably requires. Prior to remitting the Annual Installment Amount for the respective period, the City shall review the information supplied by the Company to determine whether it is satisfying the Grant Objectives (the “Annual Review”).

In the event the City determines in its Annual Review that the Company has met the Grant Objectives during the respective period, the City shall remit to the Company the Annual Installment Amount for that period. If, however, the City determines in its Annual Review that the Company did not meet the Grant Objectives for the respective period, the Annual Installment Amount shall not be remitted to the Company for that period.

Section 5. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this Agreement, Notices shall be addressed to:

If to City:  
City of Worthington  
Attn: Economic Development  
6550 North High Street  
Worthington, Ohio 43085

with a copy to:

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

If to Company:  
Trivium Development LLC  
210 North Lazelle Street  
Columbus, Ohio 43215
The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: No Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future official, member, officer, agent or employee of the City or the Company in other than his or her official capacity. No official executing or approving the City's or the Company’s participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns.

(d) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(e) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(f) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

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

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

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

(g) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.
(h) **Governing Law and Choice of Forum.** This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date written above.

CITY OF WORTHINGTON

By: ________________________________
    Matthew H. Greeson, City Manager

TRIVIUM DEVELOPMENT LLC

By: ________________________________

Its: ________________________________

Approved as to form:

__________________________________
Pamela A. Fox, Law Director
City of Worthington, Ohio
Exhibit A

SCOPE OF WORK

Trivium Development LLC (the “Company”) has purchased 350 West Wilson Bridge Road, Worthington, Ohio 43085, Franklin County Auditor Parcel ID 100-005397-00 (the “Subject Premises”) in fee and will significantly renovate and construct improvements thereon for purposes of creating 53,200 square feet of medical and commercial office multi-tenant space with frontage along I-270 to accommodate new employers in the City (the “Project”).

The Project is expected to involve a total investment by the Company of approximately five million eight hundred thousand dollars ($5,800,000.00). Included in this investment is approximately one million nine hundred fifty thousand dollars ($1,950,000.00) for the acquisition of the Subject Premises, and an estimated three million eight hundred fifty thousand dollars ($3,850,000.00) in new constructions costs.

The Project will commence on or about August 31, 2015. It is intended that all construction and improvements will be completed by December 31, 2016.
MEMORANDUM

TO: Matt Greeson
FROM: Jeffry Harris
DATE: July 16, 2015
SUBJECT: Venture Grant – Trivium Development LLC redevelopment project

I write to provide background and staff recommendation concerning a proposed Venture Grant award to assist in the renovation of new, high-quality multi-tenant medical and commercial office space on West Wilson Bridge Road in Worthington.

Staff Recommendation:

Staff recommends adoption of Ordinance 34-2015, thereby authorizing the City Manager to enter into a Venture Grant agreement, as described below, to assist Trivium’s redevelopment project.

Background:

The former Mettler-Toledo headquarters building at 350 West Wilson Bridge Road has long been a redevelopment target of the City since Mettler-Toledo moved to the Polaris area in 2000, leaving behind this large single-use tenant space. More recently, the property was purchased by Canadian buyers as part of a portfolio of commercial office space; earlier this year, a local real estate broker was successful convincing the owners to place the property for-sale on the open market ($1.95 million asking price).

In April 2015, Trivium Development LLC (“Trivium”) entered into a purchase agreement with the Canadian owners to acquire the property and fully renovate its 53,200 square feet of interior space and exterior parking facilities into high-quality multi-tenant medical and commercial office space (the “Project”). Trivium plans to close on the Site’s purchase in August.

The Project is expected to involve a total investment by Trivium of approximately $5.8 million. Included in this investment is the $1.95 million paid for the Site, with $3.9 million in new constructions costs.
The Project will commence fall 2015, with all construction and improvements likely completed by December 31, 2016.

Under the agreement, Trivium will cause at least $6 million in total annual payroll to be paid to persons working in the renovated multi-tenant facility within three years of the start of the Project. Once reached, this annual payroll level will be maintained throughout the five-year term of the Venture Grant.

**Venture Grant – Terms & Benefits:**

Proposed redevelopment by Trivium to renovate multi-tenant medical and commercial office space is recommended for a Venture Grant payable in three (3) annual installments of $78,800. These equal payment amounts, in the aggregate, are 33% of the estimated income tax collections by the City from expected annual payroll during a 5-year period after construction is complete. This grant is estimated to provide Trivium with a net present value of $222,000 in assistance across the agreement term, at a three percent discount rate.

Each annual payment will be conditioned on Trivium meeting the payroll commitments for the respective period. Trivium’s failure to meet its commitments in a given year will result in the City not remitting the annual installment amount for that period.
RESOLUTION NO. 40-2015

A Resolution in Support of Participation in the Franklin County Police Chiefs’ Association Regional Shared Services System Local Government Innovation Fund Application with Respect to the Justice Education Pathway.

WHEREAS, the Franklin County Police Chiefs’ Association is currently working to operationalize the Justice Education Pathway, a private-public partnership to provide financial and professional development benefits to participating member agencies and law enforcement professionals and their communities; and,

WHEREAS, the Ohio Development Services Agency has made available $45 million through the Local Government Innovation Fund to assist local governments with implementing projects to become more efficient; and,

WHEREAS, an amount of money is available as grant funding for feasibility studies; and,

WHEREAS, the Franklin County Police Chiefs’ Association is coordinating a proposal and application for several piloting agencies to participate in the Justice Education Pathway that will utilize this grant funding; and,

WHEREAS, the City understands that there are no financial obligations incurred by participating in this endeavor and agrees that it is in the best interest of the City and the Worthington Division of Police to participate in the grant proposal application.

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

SECTION 1. That the City of Worthington fully supports this grant application and agrees to participate in the feasibility study if awarded grant funding.

SECTION 2. That the Worthington Division of Police, by and through this Resolution, is authorized to participate in the pilot study of feasibility with respect to the Justice Education Pathway and to participate in a Shared Services Feasibility grant through the Ohio Governor’s Office to provide funding for the project.

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

Adopted ____________________

____________________________________
President of Council

Attest:

______________________________
Clerk of Council
TO: M. Greeson, City Manager

FROM: Chief James R Mosic

DATE: September 4, 2015

SUBJECT: Chief’s Association Grant

The Franklin County Police Chiefs’ Association is currently working to operationalize the Justice Education Pathway. This innovative private-public partnership should provide significant financial and professional development benefits to participating member agencies and law enforcement professionals and their communities.

The grant will explore a shared services project that will assess whether local law enforcement agencies and educational organizations can collaborate to provide high quality training more cost effectively. The study will assess the feasibility of using a common learning management platform for the development, delivery assessment, tracking, and reporting of agency training that is integrated into a pathway to a college degree. The shared services collaboration would be a way to develop and deliver law enforcement training in the most effective manner while also minimizing the cost by leveraging the best educational technology and the resources and expertise of the participants to provide standardized training that meets the unique needs of each agency and community.

The development and delivery of any online content for the feasibility study will be done in the cutting-edge BlueQuill Learning Management System, which was created by Franklin University specifically for designing and delivering engaging, high quality education and training courses. The specific deliverables that will be completed during the study to answer the key questions and determine the feasibility of offering shared training services include:
Creating at least two online and two hybrid (or blended) in-service courses developed collaboratively that will be delivered to all officers employed by the participating agencies. The specific courses to be developed will be determined collaboratively by the study participants during the development phase, but could include a search and seizure course, diversity course, or a mental health course. The decision of which courses to offer in fully online or blended courses will be based upon the needs of the participating agencies in collaboration with experts in learning design. This will demonstrate the ability to develop and deliver standardized courses in collaboration.

1. Creating at least three courses developed independently by personnel at the participating law enforcement agencies. Select personnel in the participating agencies will be trained on how to utilize the BlueQuill Learning Management System to build and deliver their own content online. This will demonstrate the ability of different agencies to independently develop and share content on the system.

2. Deploying the statewide Supervisor Training and Education Program (STEP) using BlueQuill. This will demonstrate the ability to integrate current training programs into the shared services collaboration.

There is no cost to the City of Worthington to participate in this pilot program and the Division of Police involvement will be utilizing and evaluating the training courses and the BlueQuill Learning Management System.
RESOLUTION NO. 41-2015

Adjusting the Annual Budget by Providing for a Transfer of Previously Appropriated Funds.

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

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

SECTION 1. That there be and hereby is made the following transfer of previously appropriated funds:

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<thead>
<tr>
<th>From Account No.</th>
<th>To Account No.</th>
<th>Amount</th>
</tr>
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<tr>
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<td>101.6070.511019</td>
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<td><strong>Total General Fund Transfers</strong></td>
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<td><strong>$115,945.00</strong></td>
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Revolving Fund (#224)

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<td><strong>Total Revolving Fund Transfers</strong></td>
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<td><strong>$25,165.00</strong></td>
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SECTION 2. That the Clerk be and hereby is instructed to record this Resolution in full in the appropriate resolution book.

Adopted ____________________

____________________________________
President of Council

Attest:

____________________________________
Clerk of Council
MEMORANDUM

TO: Matt Greeson, City Manager
FROM: Molly Roberts, Finance Director
DATE: September 2, 2015
SUBJECT: Transfer Resolution 41-2015

Please include the attached Transfer Resolution on the next Council agenda. The following accounts need to be modified in order to provide additional funding for anticipated expenses from previously appropriated funds as indicated. The reallocation of these funds does not increase the total annual appropriations.

**Transfer Resolution**

**General Fund (#101)**

From: 101.2030.511093 Communications Supervisor – Police Support
To: 101.2020.511151 Overtime – Police Community Service $ 34,630.00

From: 101.2030.511026 Communication Techs – Police Support
To: 101.2030.511151 Overtime – Police Support $ 40,000.00

The above transfers are requested within the Police Department accounts. These transfers are necessary in order to capture expenditures in appropriate account lines due to staffing transitions and overtime costs. Staffing transitions and unanticipated leaves have resulted in additional overtime usage. Additional funding for overtime is requested to cover anticipated expenses for the remainder of the year. Funds are available for these transfers due to staffing vacancies within the Police Department.

From: 101.4020.511037 Parks Technician – Parks Maintenance
To: 101.4030.511067 P.T. Specialized Instructor – Comm. Center $ 11,776.00

From: 101.4020.511037 Parks Technicians – Parks Maintenance
To: 101.4030.511089 P.T. Fitness Attendant – Comm. Center $ 282.00
From: 101.4030.511065 P.T. Support Staff – Community Center
To: 101.4030.511084 P.T. Head Lifeguard – Community Center $ 3,000.00

From: 101.4030.511088 P.T. Child Care Attendant - Community Center
To: 101.4030.511089 P.T. Fitness Attendant – Community Center $ 3,500.00

From: 101.4030.511092 Building Maintenance Assistant - Community Center
To: 101.4030.511089 P.T. Fitness Attendant – Community Center $ 1,998.00

From: 101.4030.511074 Recreation Supervisor – Community Center
To: 101.4030.511089 P.T. Fitness Attendant – Community Center $ 220.00

From: 101.4020.533010 Street Tree Maintenance – Parks Maintenance
To: 101.4020.540563 Grounds Maintenance – Parks Maintenance $ 4,039.00

From: 101.4020.533010 Street Tree Maintenance – Parks Maintenance
To: 101.4020.521005 Maintenance Supplies – Parks Maintenance $ 3,866.00

From: 101.4030.512216 Training - Community Center
To: 101.4030.521029 Pool Chemicals – Community Center $ 500.00

From: 101.4030.512218 Uniforms – Community Center
To: 101.4030.521005 Maintenance Supplies – Community Center $ 1,000.00

From: 101.4030.521011 Program Supplies – Community Center
To: 101.4020.521005 Maintenance Supplies – Parks Maintenance $ 1,134.00

From: 101.4030.533001 Furniture – Community Center
To: 101.4030.521005 Maintenance Supplies – Community Center $ 3,000.00

From: 101.4040.521011 Program Supplies – Recreation Programs
To: 101.4030.521005 Maintenance Supplies – Community Center $ 1,000.00

From: 101.4040.540564 Program Services – Recreation Programs
To: 101.4030.521005 Maintenance Supplies – Community Center $ 3,000.00

The transfers listed above are requested in order to capture expenditures in appropriate line items within the Parks and Recreation Department. The transfers for staffing expenditures captures the expenses out of the appropriate account lines. Also, additional funding is needed to cover anticipated costs for pool chemicals and maintenance supplies for the remainder of the year.

From: 101.6070.511019 Division Lieutenants - Fire Operations
To: 101.6070.511070 Assistant Chief – Fire Operations $ 3,000.00

This transfer is necessary to cover additional personnel costs related to the transition of the Assistant Chief position.

Total General Fund Transfer $ 115,945.00
### Revolving Fund (#224)

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<th>From:</th>
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<tr>
<td>224.2424.550951</td>
<td>P&amp;R Contractual – P&amp;R Revolving</td>
<td>$10,000.00</td>
</tr>
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</table>

The transfers listed above are requested in order to capture staffing expenditures in appropriate line items within the Parks and Recreation Revolving Fund.

**Total Revolving Fund Transfer**  
$25,165.00
RESOLUTION NO. 42-2015

Approving an Agreement and Permit for between XO Communications Services, LLC, a Delaware Limited Liability Company, to Operate and Maintain a Telecommunications System Within the City of Worthington Pursuant to and Subject to the Provisions of Chapter 949 of the Codified Ordinances of the City of Worthington.

WHEREAS, XO Communications Services, LLC, a Delaware Limited Liability Company, has requested authority to provide telecommunications services in the City of Worthington; and,

WHEREAS, the City of Worthington has enacted a comprehensive Right-of-Way Ordinance, Chapter 949 of the Codified Ordinances of the City of Worthington; and,

WHEREAS, City Council found the technical ability, and plan for services of XO Communications Services, LLC acceptable; and,

WHEREAS, XO Communications Services, LLC has facilities within the community under a permit initially approved in 1996; and,

WHEREAS, the authority is nonexclusive; and,

WHEREAS, XO Communications Services, LLC has certified that the company meets the criteria of Section 949.05 of the Codified Ordinances of the City of Worthington for the issuance of a permit;

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

SECTION 1. That pursuant to Chapter 949 of the Codified Ordinances of the City of Worthington, an agreement between the City of Worthington and XO Communications Services, LLC, a Delaware Limited Liability Company, as attached hereto and made a part hereof is hereby authorized and approved and the City Manager is hereby authorized and directed to execute said agreement on behalf of the City, upon approval thereof by the Director of Law.

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

Adopted ________________

President of Council

Attest:

Clerk of Council
TELECOMMUNICATIONS AND UTILITY PERMIT FOR THE USE OF PUBLIC RIGHTS-OF-WAY WITHIN THE CITY OF WORTHINGTON, OHIO

This Agreement is executed on this _____ day of _____________, 2015, by and between XO Communications Services, LLC a Delaware limited liability company, ("Company") and the City of Worthington, Ohio, an Ohio municipal corporation (the "City") pursuant to Resolution No. ________________ passed by the Worthington City Council on _________________.

Now, therefore, in consideration of the foregoing and of the covenants, promises and conditions hereinafter set forth it is hereby agreed as follows:

I. That the Company, a limited liability company organized under the laws of the State of Delaware, its successors and assigns, is hereby granted the non-exclusive right, privilege and authority in accordance with the provisions of Chapter 949 of the Codified Ordinances of the City to acquire, construct, maintain and operate a telecommunications system and/or utility in the City in and under, above, across and along the streets, alleys, thoroughfares, public rights-of-way, public property and easements as the same now exist or may hereafter be laid out in the City, with minimum interference with the proper use of same, for the provision of all competitive telecommunications services as authorized by the Public Utilities Commission of Ohio.

II. The Company shall construct and operate the telecommunications and/or utility system in accordance with all laws, ordinances, construction standards, governmental requirements, FCC technical standards and any other standards incorporated by reference. Nothing in this Agreement permits the Company to provide any other utility services or cable television services.

III. The Company shall comply with the applicable requirements of Chapter 949 of the City Codified Ordinances.

IV. The Company shall pay the annual permit fee as determined by City Codified Ordinances Section 949.07.

V. The Company agrees that all contractors and subcontractors proposed for work on construction, installation, operation, maintenance and repair of the system shall be properly licensed under the laws of the state of Ohio and all City ordinances.

VI. Subject to the final requirements of this Section VI, in those areas where telephone and electric services are provided by underground facilities, the Company shall place all new facilities underground. In all other areas, the Company agrees to use its Best Efforts (as defined in Chapter 949 of the City Codified Ordinances) to place all facilities in the City right-of-way underground except for equipment which is customarily placed on or above the ground in conjunction with underground transmission facilities. In addition, where the City Manager or his designee determine that such transmission facilities should not be located underground, the City Manager shall have the authority to relieve the Company of the requirement to do so. In making such a determination, the City Manager may take into account unusual circumstances or physical characteristics including but not limited to the existence of underground facilities which might
interfere with the operations of the Company, topographical features or use requirements which may interfere with existing facility locations. The City Manager may also relieve the Company of the requirement to locate transmission facilities underground when to do so in a particular circumstance would not be in the best interest of the City. The installation of above-ground locator wire markers is prohibited.

VII. The rights, privileges and authority hereby granted shall not be effective prior to acceptance of this Agreement by the Company and the City and shall terminate three years from the date of acceptance.

VIII. The Company shall, at its sole cost and expense, fully indemnify, defend and hold harmless the City, its officers, public officials, boards and commissions, agents and employees from and against any and all lawsuits, claims, causes of action, actions, liability, and judgments for injury or damages in connection with this permit, the Company system, and construction, installation, maintenance, and repair thereof.

IX. Whenever in this Agreement the City or Company is referred to, such reference shall be deemed to include the respective successor or assign of either, and all rights, privileges, and obligations herein contained shall bind and inure to the benefit of such respective successor or assign, in which the predecessor of such successor or assign is divested of all such rights, privileges, or obligations, whether so expressed or not.

X. The terms and provisions of this Agreement are joint and several, and the invalidity of any part shall not affect the validity of the Agreement.

XO COMMUNICATIONS SERVICES, LLC

By:_____________________

Name:___________________

Title:___________________

CITY OF WORTHINGTON

By:_____________________

Name:___________________

Title:___________________

Approved as to Form:

Law Director, City of Worthington
RESOLUTION NO. 43-2015

Authorizing the City Manager to Execute a Contract with Medicount Management, Inc. as the Billing Agent for the Division of Fire’s EMS Services.

WHEREAS, since 2004 the City has charged fees for its provision of emergency medical services pursuant to Chapter 953 of the Codified Ordinances; and,

WHEREAS, the City contracted with MBI-Solutions in December of 2004 to provide the billing services, which agreement has been in place since that time; and,

WHEREAS, effective on March 31st MBI-Solutions was acquired by Medicount Management, Inc., an Ohio corporation, which desires to place its customers under its standard contract and is offering its services for a two-year term at a lower billing rate.

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

SECTION 1. That the City Manager is authorized and directed to execute and deliver a Client Services Agreement with Medicount Management, Inc. as the billing agent for the Division of Fire’s EMS services, in the form of the agreement attached hereto as Exhibit “A” and incorporated herein.

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

Adopted ____________________

______________________________
President of Council

Attest:

______________________________
Clerk of Council
CLIENT SERVICES AGREEMENT

This Agreement is made and entered into as of the __________ day of ___ , 2015 by and between Medicount Management, Inc. ("Medicount") and CITY OF WORTHINGTON, COUNTY OF FRANKLIN, OHIO ("EMS Agency").

WHEREAS, EMS Agency provides emergency medical services ("EMS Services"); and

WHEREAS, EMS Agency desires to retain Medicount to provide billing services for such EMS Services according to the terms and conditions contained in this Agreement.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Billing Services. Subject to the terms and conditions of this Agreement, EMS Agency hereby appoints Medicount as its exclusive billing agent for EMS Services. As the billing agent, Medicount will provide all billing services on behalf of EMS Agency for the EMS Services and will manage the accounts receivable for the EMS Services (collectively, the "Billing Services"). Such Billing Services shall include those services described in Exhibit A attached hereto, as the same may be modified from time to time.

2. EMS Agency Obligations. EMS Agency will use Medicount as its exclusive billing agent. To facilitate the performance of the Billing Services, EMS Agency shall cooperate with Medicount and will, at a minimum fulfill the obligations set forth in Exhibit B attached hereto, as the same may be modified from time to time.

3. Compensation.

a. In exchange for the provision of the Billing Services, Medicount shall receive (i) a fee equal to 6.25% of the gross amount collected by Medicount and/or EMS Agency for the EMS Services, (less refunds or "take-backs"), but not including any deductions incurred by Medicount or EMS Agency for expenses and/or processing fees in collecting the monies owed for the EMS Services, plus (ii) any additional fees set forth herein or in any exhibit or addenda attached hereto (collectively, the "Medicount Compensation"). EMS Agency shall pay Medicount on a monthly basis pursuant to an invoice provided by Medicount for the Medicount Compensation and for any fees due for billings collected directly by the EMS Agency.

b. EMS Agency will also be responsible for any third party costs incurred by Medicount in performing the Billing Services under this Agreement including, but not limited to (i) any fees or charges assessed by governmental agencies or insurance agencies for required provider numbers, licensing, certification, and recertification applications; (ii) any increases in US Postal rates and/or shipment rates; (iii) any increase for billing software used by EMS Agency which is charged to or paid by Medicount; and/or (iv) credit card processing fees or other similar third party costs (the "Third Party Costs"). Notwithstanding the foregoing, Medicount will provide to EMS Agency with written notice of any known increases in any Third Party Costs at least thirty days (30) days prior to such additional costs being assessed under this agreement. Such Third Party Costs shall be assessed as Medicount Compensation and billed directly to EMS Agency as the costs are incurred.
4. Collection of Funds.

a. Medicount will process all payments received by it from patients, third party payers or other billed parties for EMS Services. Medicount will remit such funds to the EMS Agency according to the terms and conditions of this Agreement. EMS Agency hereby acknowledges that it may, from time to time, receive payments directly from insurance companies, billed parties and/or governmental agencies for EMS Services. EMS Agency shall keep records as to all payments received and shall provide an accounting of such payments received on a weekly basis.

b. Medicare and Medicaid will remit all payments directly to the EMS Agency daily without any deduction for costs or expenses. Unless EMS Agency has elected to use a lock box to facilitate its receipt of payments, EMS Agency acknowledges that may Medicount receive all remaining funds for EMS Services. Such funds will be remitted to EMS Agency monthly by no later than the 25th day of each calendar month based upon funds received by Medicount or EMS Agency through the end of the preceding month.

c. EMS Agency will establish a bank lockbox to which all business correspondence and payments will be directed. EMS Agency may be required to participate in programs that utilize electronic remittance to this lockbox, if it is compatible with: Medicount software and: Medicount requests such participation. Lockbox funds will at no time be available to or accessible by the employees of Medicount, but Medicount must be noted as the primary recipient of the forwarded information so that cash posting and accounts receivable follow-up can occur.

5. Reporting.
Medicount will provide EMS Agency with commercially reasonable access via the Internet to review standard billing reports. Additional reports on an ad hoc basis will be provided to EMS Agency as requested.

Upon any termination of this Agreement, Medicount shall return to EMS Agency all records pertaining to the Billing Services including, but not limited to, all patient information, monthly summaries, quarterly summaries, insurance information, insurance provider numbers, and any other records pertaining to the Billing Services. Such records shall be maintained and archived for the minimum period establish by law.


a. The parties hereby acknowledge that certain of the information provided by EMS Agency to Medicount may contain Protected Health Information ("PHI") defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Clinical Health Act (the "HITECH Act"). In providing the Billing Services, Medicount is acting as a Business Associate as defined under HIPAA. Accordingly, Medicount shall be subject to and shall execute the Business Associate Addendum attached hereto as Exhibit “C.”

b. EMS Agency acknowledges that it shall be responsible for the maintenance of all PHI maintained and/or stored by EMS Agency. To the extent that Medicount provides any collection devices to assist in the facilitation of the Billing Services hereunder, EMS Agency shall be responsible for all activity of its users. EMS Agency shall immediately notify Medicount and use its best efforts to cease any of the following events: (i) any unauthorized use of any password or account or a known or suspected breach of security; (ii) any copying or distribution of any PHI; (iii) any use of false identity information to
gain access to any of the Billing Services; or (iv) any loss or theft of any hardware device on which a user has access to PHI and/or any other information relevant to the Billing Services (collectively a "Security Breach Event"). If any Security Breach Event involves PHI and/or other personally identifiable information, EMS Agency shall comply with all applicable notification requirements including, but not limited to the breach notification requirements under the HITECH Act and/or any notification requirements. To the extent that any patient requests and/or requires any identity theft protection in connection with the disclosure of any PHI or personally identifiable information as the result of any Security Breach Event, EMS Agency shall be responsible for any and all costs related to such protection.

7. **Exclusionary Rule Warranty.** EMS Agency hereby acknowledges that the Office of Inspector General ("OIG") has developed the "Exclusionary Rule" which prohibits payment by Federal health care programs for items or services furnished by persons who have been excluded from participation in Federal health care programs. In connection with such Exclusionary Rule, OIG has developed a List of Excluded Individuals/Entities ("LEIE") that provides information to the health care industry, patients and the public regarding individuals and entities currently excluded from participation in Medicare, Medicaid and all other Federal health care programs. EMS Agency hereby represents and warrants that (a) it has checked the LEIE to confirm that none of its employees and/or agents are included on such list or are otherwise prohibited from participating in Federal health care programs; (b) it will check the LEIE every six (6) months to confirm that none of its employees and/or agents have been added to such list or are otherwise prohibited from participating in Federal health care programs; and (c) it will check the LEIE prior to hiring any new employee to confirm that such candidate is not identified on such list or is otherwise prohibited from participating in Federal health care programs.

8. **Term.** This Agreement shall commence upon the date first written above and shall continue for a period of two (2) years. Thereafter, this Agreement shall automatically renew each year thereafter unless either party provides written notice ninety (90) days prior to the then applicable renewal date that such party does not desire to renew the contract for another term. This Agreement may also be terminated upon a material breach by either party under this Agreement if such breaching party fails to cure such default within ten (10) days of written notice of such default if such default is the non-payment of fees or thirty (30) days of written notice of default for any other material default.

9. **Effect of Termination.** Upon any termination of this Agreement or upon its expiration, the parties hereby agree to the following terms and provisions:

a. Medicount may elect to continue to perform the Billing Services at the then-current rates for a period of one hundred eighty (180) days after the effective date termination or expiration (the "Wind Down Period") for all of EMS Agency’s accounts receivable relating to the EMS Services rendered prior to the termination date ("Existing Accounts Receivable").

b. EMS Agency expressly agrees to cooperate and assist Medicount with its performance during the Wind Down Period and will timely report, or cause to be reported, all payments received by EMS Agency related to the Existing Account Receivable.

c. Upon the expiration of the Wind Down Period, Medicount shall prepare a final accounting of all monies received by it or EMS Agency for EMS Services and/or Existing Accounts Receivable and shall deduct the Medicount Compensation from any monies due to EMS Agency.
d. Except for the foregoing or for such other matters as the parties may agree in writing, Medicount shall have no further obligation to provide any Billing Services to EMS Agency. EMS Agency may negotiate with Medicount for additional transitional services or for the provision of additional data after the date of termination at EMS Agency’s expense.

10. Intellectual Property Protection. EMS Agency hereby acknowledges that in connection with this Agreement, EMS Agency may have access to certain business methods, software, and processes used by Medicount in connection with the performance of the Billing Services hereunder (the “Proprietary Information”). Such Proprietary Information is confidential to Medicount. EMS Agency hereby acknowledges that Medicount owns all rights, title, and interest in such Proprietary Information. If EMS Agency is ever held or deemed to be the owner of the Proprietary Information, EMS Agency hereby irrevocably assigns to Medicount all such rights, title and interest and agrees to execute all documents necessary to implement and confirm the intent of this Section. EMS Agency shall keep all Proprietary Information confidential and further agrees not to use or disclose any Proprietary Information except as permitted hereunder.

11. Limitation on Liability. EMS Agency hereby acknowledges that EMS Agency is responsible for providing Medicount with accurate, complete and timely information to submit claims and to otherwise comply with all applicable laws and regulations. In no event will Medicount be responsible for any claim denials, partial payments, payment reductions, or any other cost or expense assessed resulting from either (i) incomplete, inaccurate, or untimely information provided to it by EMS Agency or (ii) any actions or inactions of EMS Agency. EMS Agency hereby acknowledges that all software, products, and/or equipment provided by Medicount in connection with the Billing Services are being provided “AS IS”. Other than third party warranties related to such software, products, and/or equipment, MEDICOUNT DISCLAIMS ANY AND ALL WARRANTIES. Medicount’s total cumulative liability under this agreement will be limited to the total fees paid by EMS Agency to Medicount during the Term of this Agreement.

12. Contractor Relationship. Medicount is acting as an independent contractor of EMS Agency and it is not nor shall it act as, an employee of EMS Agency. Nothing in this Agreement shall be construed to create any partnership between the parties.

13. Notice. Any notice given under this Agreement shall be in writing and delivered to the other party by certified, registered or express mail, return receipt requested or by Federal Express to the address set forth by each party’s signature. Either Party may change the address to which notice or payment is to be sent by written notice to the other.


a. Entire Agreement. This Agreement, including any exhibits, states the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior written and verbal understanding of the parties with respect hereto. Any amendments or changes to this Agreement must be in writing and executed by both parties hereto.

b. Governing Law. This Section shall be deemed governed by and construed in accordance with the laws of the State of Ohio without reference to any conflict of law provisions. The parties further agree that any dispute arising out of or related to this Agreement shall be resolved in the
state or federal courts located in Franklin County, Ohio and EMS Agency expressly consents to jurisdiction therein.

c. **Assignment.** This Agreement may not be assigned by EMS Agency in whole or in part without the express written consent of Medicount. Medicount may assign this Agreement to any purchaser of the assets of Medicount; provided, however, that such purchaser shall also assume the obligations of Medicount hereunder.

d. **Severability.** Should any provision of this Agreement be held to be void, invalid, or inoperative, the remaining provisions of this Agreement shall not be affected and shall be continued in effect as though such provisions were deleted.

**IN WITNESS WHEREOF,** the parties executed this Agreement as of the date first set forth above.

**EMS AGENCY: **
**CITY OF WORTHINGTON**

By: [Signature]  
Print Name: [Name]  
Title: [Title]  
Date: [Date]  
Address: [Address]

**MEDICOUNT MANAGEMENT, INC.**

By: [Signature]  
Print Name: Joseph A. Newcomb  
Print Title: President  
Date: 08-04-2015  
Address: 10361 Spartan Drive  
Cincinnati, OH 45215
EXHIBIT “A”

BILLING SERVICES TO BE PROVIDED BY MEDICOUNT

1. Responsibilities of Medicount.

a. Medicount will assist EMS Agency, as necessary, to complete and submit credentialing applications to Medicare, Medicaid and any third party payer for group and/or individual provider numbers when required for billing purposes.

b. Medicount will review the billing policies of EMS Agency and assist with the development of insurance billing policies and procedures in accordance with insurance regulations and standards and otherwise advise EMS Agency of any material changes in third party rules and regulations.

c. Medicount will, if required, develop and maintain electronic data interfaces directly with EMS Agency’s hospital service sites (to the extent permitted by such sites) to collect patient demographic data. EMS Agency will use its best efforts to cooperate with and otherwise assist Medicount in the development and maintenance of such interfaces including, but not limited to communicating directly with hospital information system staff, administration, and other staff members to authorize and otherwise enable the system.

d. Medicount will provide basic training to EMS Agency for management personnel. Additional follow up training may be provided by Medicount from time to time as mutually agreed by Medicount and EMS Agency.

e. Medicount will process all patient encounter information submitted by EMS Agency in a timely manner and will code for diagnosis using CPT-4, HCPCS, and ICD-9 and ICD-10 CM coding schemes. Medicount will then bill for all EMS Services within the guidelines established by EMS Agency and the insurance or third party payer to whom the claim is being submitted.

f. Medicount will use its commercially reasonable efforts to accurately enter all procedural and demographic data necessary for patient and third party billing into its billing system; provided, however, that EMS Agency shall remain responsible for providing accurate and complete information to Medicount.

g. Medicount will submit claims using the most effective means available for each payer. Electronic claims will be used to the extent they are available and when mandated.

h. Medicount will communicate with patients and third party payers on a regular monthly cycle according to EMS Agency guidelines. Up to three attempts will be made to communicate with patients where inadequate information exists to bill for the EMS Services. Medicount shall exercise its sole discretion as to the form and substance of any statements and/or demand letters.

i. Medicount will provide toll free phone lines and customer staff to respond to patient inquiries and otherwise assist patients with co-payments, insurance claims and other related matters.
j. Medicount will correspond with third party payers to resolve any coding misinterpretations or other concerns that may arise in the processing and settlement of a claim and otherwise remain current on payer's standards for claim information requirements.

k. Medicount will process all payments from insurance carriers, billed parties, and governmental agencies.

l. Medicount will provide advice to EMS Agency during the term of this Agreement on topics such as how to establish public awareness programs about the billing process, establishing rates, payer participation, and other topics as mutually agreed.

m. Medicount will undergo a SSAE 16 Audit annually and provide the results to EMS Agency upon request.

n. Medicount will conduct all billing in accordance with applicable federal and state laws, rules and regulations, insurance regulations and standards and EMS Agency's policy.

2. Amendment of Exhibit. This Exhibit A may be amended by the parties from time to time upon mutual written agreement.
EXHIBIT "B"

RESPONSIBILITIES OF EMS AGENCY

1. **Responsibilities of EMS Agency.**

   a. EMS Agency will identify one administrative and one clinical representative to whom Medicount may address all matters related to the Billing Services under this Agreement. Such representatives will have the power to bind EMS Agency and will timely respond to questions and/or additional document requests of Medicount.

   b. EMS Agency will establish and enforce written billing policies and procedures for the Billing Services that will serve as the foundation of a Compliance Program for the Billing Services. These billing policies and procedures will be developed and amended, as needed, in concert with Medicount’s compliance staff and compliance plan.

   c. EMS Agency will provide Medicount with all billing information related to the EMS Services in a format acceptable to Medicount and will ensure that all billing information and other information related to the EMS Services is accurate, current, and complete, and otherwise complies with all applicable federal and state laws and regulations.

   d. EMS Agency will provide Medicount with all information and otherwise complete and obtain signatures on all documents, charts, or other information needed to enable Medicount to properly submit claims on behalf of EMS Agency. EMS Agency hereby represents and warrants that it will obtain, at a minimum, the following required information and forms and further confirms that Medicount may rely upon the existence of patient signatures or other authorizations thereon where applicable:

      i. Patient’s complete name, address, phone number, social security number (if available), date of birth, and gender;
      ii. Information pertaining to the EMS run including, but not limited to the nature of the call, location, zip code of incident location, squad assessment, treatment and narrative, crew member identifiers and level of training, receiving hospital and transport mileage;
      iii. Insurance information including Patient’s primary and secondary insurance, payer(s)’ address(es), group, and guarantor identification number, and primary insured’s name, social security number, relationship to patient, address, date of birth, and gender;
      iv. Assignment of Benefits Form (AOB);
      v. Medical information releases;
      vi. Advance Beneficiary Notice of Non-coverage (ABN);
      vii. Physician’s Certification Statement (PCS); and
      viii. Physician’s signature(s) on medical charts or other medical documents.

   e. EMS Agency providers will use their best efforts to identify the diagnosis or medical condition that supports the medical necessity of a patient’s services, if one exists. Medicount shall not be responsible for claim denials, partial payments or payment reductions resulting from EMS Services that are not deemed to be “medically necessary” by third party payers.
f. EMS Agency will assist Medicount in resolving issues and/or otherwise facilitating the exchange of information between Medicount and any hospitals, labs or other institutions necessary for the submission of claims.

g. EMS Agency will timely provide any information requested by any patients or third party payers.

h. When applicable, EMS Agency will timely issue refunds of overpayment to patients or payers.

i. Prior to, or contemporaneously with this execution of this Agreement, EMS Agency will provide to Medicount all required information to enable Medicount to establish payment processing with Medicare, Medicaid, insurance companies and third party payers, including any provider numbers which have been issued to EMS Agency, copies of EMS Agency’s certifications, copies of any applicable driver’s licenses and licensed EMS vehicle titles, licensures from the State Department of Health, any provider applications which have been completed or are currently in process by any provider and any other information necessary for credentialing.

j. EMS Agency will assist Medicount with EMS Agency’s Medicare and Medicaid applications and revalidations when they occur and will promptly forward all correspondence from Medicare, Medicaid, insurance companies, and/or other third party payers to Medicount. EMS Agency will provide Medicount with timely advance notice of any new payment contracts, HMO or PPO relationships or other contracts so that Medicount may accommodate changes as necessary.

k. EMS Agency will provide Medicount with copies of all payments received directly by EMS Agency from any insurance carrier, patients or any third parties and submit a copy of the payment or other correspondence on a daily basis;

l. EMS Agency will pay the Medicount Compensation and any other fees detailed herein.

m. EMS Agency shall provide Medicount with at least thirty (30) days advance written notice of any changes to any EMS Services and any applicable BLS, ALS, ALS2 and mileage rate changes. No rate change shall be applicable until EMS Agency has received written notice from Medicount acknowledging the rate change notice. Upon such rate change, EMS Agency must monitor relevant Medicount reports to confirm the rate changes have been implemented. Medicount shall not be responsible for any losses, delays in payment, or any lost revenue resulting from EMS Agency’s failure to follow these policies.

2. Amendment of Exhibit. This Exhibit B may be amended by the parties from time to time upon mutual written agreement.
Business Associate Addendum

This Addendum is effective on ___ day of ______, 2015, and is made part of the Agreement by and between the CITY OF WORTHINGTON DIVISION OF FIRE/EMS ("EMS Agency") and Medisource Management, Inc. ("Business Associate").

1. Definitions. Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in the Security, Breach Notification, and Enforcement Rules (the "HIPAA Rules") as contained in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("CFR") and are incorporated herein by reference.

2. Prohibition on Unauthorized Use or Disclosure of Protected Health Information. Business Associate acknowledges that any PHI provided to Business Associate by EMS Agency or any PHI created, maintained or transmitted by Business Associate or any authorized subcontractor or agent in connection with providing services to, or on behalf of EMS Agency, shall be subject to this Addendum. Business Associate shall not use or disclose any Protected Health Information ("PHI") it receives, creates, maintains or transmits, except as permitted or required by the Agreement or as otherwise required by law or authorized in writing by EMS Agency, and then only if such use or disclosure would not violate the Privacy Rule if used or disclosed by EMS Agency. Business Associate shall comply with: (a) the HIPAA Rules as if Business Associate were a Covered Provider under such rules; (b) State laws, rules and regulations that apply to PHI and that are not preempted by the HIPAA Rules or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) EMS Agency's Health Information Privacy and Security Policies and Procedures.

3. Use and Disclosure of Protected Health Information. Except as otherwise permitted herein, Business Associate shall use and/or disclose PHI only to the extent necessary to satisfy Business Associate’s obligations under the Agreement or as required by law.

4. Business Associate’s Operations. Business Associate also may use PHI it creates or receives for or from EMS Agency to the extent necessary for Business Associate’s proper management and administration or to carry out Business Associate’s legal responsibilities under the Agreement and hereunder. Business Associate may disclose PHI as necessary for such purposes only if:

   (a) The disclosure is required by law; or

   (b) Business Associate obtains reasonable assurance, evidenced by written contract, from any person or organization to which Business Associate will disclose PHI that such person or organization agrees to abide by the terms and conditions of this Addendum and specifically to:

      (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and

      (ii) Notify Business Associate (who shall in turn promptly notify EMS Agency) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. Data Aggregation Services. Business Associate may use PHI to provide Data Aggregation Services related to EMS Agency’s emergency medical services. Notwithstanding the
foregoing, Business Associate hereby acknowledges that Business Associate may not sell any PHI except as otherwise permitted under the HIPAA Rules.

6. **PHI Safeguards.** Business Associate shall develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of EMS Agency.

7. **Electronic Health Information Security and Integrity.** Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures and safeguards in compliance with the HIPAA Rules and other applicable laws and regulations to preserve the integrity and confidentiality of all electronically maintained or transmitted PHI. Business Associate creates, maintains, transmits and/or receives from or on behalf of EMS Agency pertaining to an individual. Business Associate shall document and keep these security measures current.

8. **Subcontractors and Agents.** Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI or Health Information received from or on behalf of EMS Agency or who otherwise create, receive, maintain, or transmit PHI on behalf of Business Associate to agree to the same restrictions, conditions and requirements to protect such PHI as are imposed on Business Associate by this Addendum.

9. **Access to PHI by Individuals.** Business Associate agrees to provide access, at the request of EMS Agency and during normal business hours, to PHI in a Designated Record Set to EMS Agency or, as directed by EMS Agency, to an Individual or an Individual’s designee in order to meet the requirements of Section 164.524 of the CFR provided that EMS Agency delivers to Business Associate a written notice at least five (5) business days in advance of requesting such access. Subject to such notice requirements, Business Associate shall permit an Individual or an Individual’s designee to inspect and copy PHI in Business Associate’s custody or control that pertains to such Individual. Business Associate shall establish procedures providing for such access to the PHI maintained by Business Associate in Designated Record Sets in the time and manner designated by EMS Agency to enable EMS Agency to fulfill its obligations under the HIPAA Rules. Business Associate shall produce PHI in electronic format if an Individual requests such PHI to be delivered in such format and the PHI is readily producible in such format.

10. **Accounting to EMS Agency and to Government Agencies.** Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of EMS Agency or created, maintained, or transmitted by Business Associate available to EMS Agency and to the Secretary or its designee for the purpose of providing an accounting of disclosures to an Individual or the Individual's designee or determining Business Associate's compliance with the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with request for such access and in no case shall access be required in less than five (5) business days after Business Associate's receipt of such request unless otherwise designated by the Secretary.

11. **Accounting to Individuals.** Business Associate agrees to maintain necessary and sufficient documentation of disclosures of PHI as would be required for EMS Agency to respond to a request by an Individual for an accounting of such disclosures in accordance with 45 CFR Section 164.528. Upon the request of EMS Agency, Business Associate shall provide to EMS Agency documentation made in accordance with this Agreement to permit EMS Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Section 164.528 of the HIPAA Rules. Business Associate shall have a reasonable time within which to comply with such a request from EMS Agency and in no case shall Business Associate be required to provide
such documentation in less than five (5) business days after Business Associate’s receipt of such request. Except as provided for in this Agreement, if Business Associate receives a request for access to PHI, an amendment of PHI, an accounting of disclosure, or other similar requests directly from an Individual, Business Associate will redirect the individual to the EMS Agency.

12. Correction of Health Information/Restriction on Disclosure. Business Associate shall, upon receipt of notice from EMS Agency, promptly amend or correct PHI received from or on behalf of EMS Agency. Business Associate shall promptly identify and provide notice of the amendment to all agents or subcontractors who create, maintain, or rely on the PHI that is the subject of the amendment. Business Associate further agrees to comply with any restrictions on the disclosure of an Individual’s PHI subject to the applicable limits under the HIPAA Rules.

13. Minimum Necessary Determination. Business Associate shall use its professional judgment to determine the minimum amount and type of PHI necessary to perform its obligations under the Agreement. Business Associate represents that it will only request the minimum necessary PHI to perform its obligations under the Agreement. Business Associate acknowledges that EMS Agency will rely on its determination for compliance with the minimum necessary standards under Title 45, Parts 160 and 164 of the CFR.

14. Reporting. Business Associate shall report to EMS Agency any use or disclosure of PHI not provided for by the Agreement of which it becomes aware including breaches of unsecured PHI and any security incident of which it becomes aware. Business Associate shall make the report to EMS Agency’s Privacy Official not less than 24 hours after Business Associate learns of such unauthorized use or disclosure or security incident. Business Associate’s report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by EMS Agency’s Privacy Official.

15. Obligations of EMS Agency.

(aaaa) EMS Agency shall notify Business Associate of any limitations in the privacy practices of EMS Agency under 45 CFR Section 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

(bbbb) EMS Agency shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI: EXCLUSIONARY RULES.

(cccc) EMS Agency shall notify Business Associate of any restriction on the use or disclosure of PHI that EMS Agency has agreed to, or is required to abide by, under 45 CFR Section 162.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

16. Right to Terminate for Breach. Notwithstanding any other provision of the Agreement, EMS Agency shall have the right to terminate the Agreement if it determines, in its sole discretion that Business Associate has violated any material term of this Addendum or any provision of Title 45, Parts 160 and 164 of the CFR. EMS Agency may exercise this right by providing written notice to Business Associate of termination, with such notice stating the violation that provides the basis for the termination.
Any such termination shall be effective immediately or at such other date specified by EMS Agency in such notice.

17. **Return or Destruction of Health Information.** Upon termination, cancellation, expiration or other conclusion of the Agreement, Business Associate, with respect to PHI received from EMS Agency, or created, maintained or received by Business Associate on behalf of EMS Agency, shall:

(aaaaaa) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibility.

(bbbbbbb) Return to EMS Agency, or, if agreed to by EMS Agency, destroy, the remaining PHI that the Business Associate still maintains in any form;

(ccccccc) Continue to use appropriate safeguards and comply with HIPAA regulations with respect to electronic protected health information to prevent use or disclosure of the PHI other than as provided for in this Section, for as long as Business Associate retains the PHI;

(ddddddd) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out herein which applied prior to termination;

(eeeeeee) Return to EMS Agency the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities; and

(ffffff) Transmit the PHI to another Business Associate of EMS Agency at termination as requested by EMS Agency.

18. **Continuing Obligations.** Business Associate’s obligation to protect PHI received from or on behalf of EMS Agency shall be continuous and shall survive any termination, cancellation, expiration or other conclusion of the Agreement.

19. **Automatic Amendment.** Upon the effective date of any amendment to the HIPAA Rules, the Agreement shall automatically be amended such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of this date as indicated above.

**EMS AGENCY:**
CITY OF WORTHINGTON
DIVISION OF FIRE/EMS

By: __________________________
Print Name: ___________________
Title: _________________________
Date: _________________________

**BUSINESS ASSOCIATE**
MEDICOUNT MANAGEMENT, INC.

By: __________________________
Print Name: Joseph A. Newcomb
Print Title: President
Date: 3-13-2015
ORDINANCE NO. 35-2015

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

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

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>
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<th>Account No.</th>
<th>Description</th>
<th>Amount</th>
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</thead>
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<td>101.1110.560985</td>
<td>Operating Transfer – Transfers</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>101.3010.540537</td>
<td>Electric Utility – Service/Engineering</td>
<td>20,000.00</td>
</tr>
<tr>
<td>101.4020.540537</td>
<td>Electric Utility - Parks Maintenance</td>
<td>20,000.00</td>
</tr>
<tr>
<td>101.4020.540563</td>
<td>Grounds Maintenance – Parks Maintenance</td>
<td>15,000.00</td>
</tr>
<tr>
<td>101.6070.511151</td>
<td>Overtime – Fire Operations</td>
<td>75,000.00</td>
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</tbody>
</table>

General Fund Total $150,000.00

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:

__________________________
Clerk of Council
MEMORANDUM

To: Matt Greeson, City Manager  
From: Molly Roberts, Finance Director  
Date: September 2, 2015  
Subject: Supplemental Appropriation Ordinance

Please include the following legislation on the council agenda of September 8, 2015 for introduction and set the public hearing for September 21, 2015. Additional funding is needed to cover anticipated expenses for the remainder of the year in several operational account lines within the General Fund as follows:

101.1110.560985 Operating Transfer – Transfers $ 20,000.00

The Sewer Fund balance needs additional funding to cover monthly revenue fluctuations. Revenues for this fund are received from the City of Columbus as collected for our sewer surcharge fees. We are finding that the receipt of these funds has varied each month causing fund balance concerns. This is occurring particularly since additional monthly personnel expenses costs have been shifted to this fund for insurance benefit expenses.

101.3010.540537 Electric Utility – Service/Engineering 20,000.00
101.4020.540537 Electric Utility - Parks Maintenance 20,000.00

The 2015 Operating Budget is the first year that utility expenses were allocated to each specific department and location. The original appropriations in the above lines will not be sufficient to cover the anticipated expenditures for the remainder of the year for street lights, traffic signals and electric service in the various parks.

101.4020.540563 Grounds Maintenance – Parks Maintenance 15,000.00

The Parks Maintenance staff was faced with several challenges this spring and summer due to both weather demands and staffing transitions. Additional funding is requested in this account in order to utilize contract services to supplement staff for maintenance and improvements to our park facilities as planned for this fall. There will be savings in the Parks Technician salary line to cover this additional appropriation request.

101.6070.511151 Overtime – Fire Operations $75,000.00

The Fire Department has experienced an increased utilization of overtime for staffing coverage due to unanticipated long-term leaves for various instances. It is expected that the hiring of an additional firefighter this fall will assist in the coverage needs and lessen the demands for overtime usage. However, the available funds of approximately $10,000 will not be sufficient to cover minimal overtime usage for the remainder of the year.
ORDINANCE NO. 36-2015

An Ordinance Declaring Improvements to a Parcel of Real Property to be a Public Purpose; Declaring Such Property to be Exempt from Real Property Taxation; Requiring the Owner of that Parcel to Make Service Payments In Lieu of Taxes; Establishing an Urban Redevelopment Tax Increment Equivalent Fund; Authorizing the Execution of a Development Agreement; Authorizing the Execution of a Compensation Agreement; Authorizing Use of Service Payments for Costs of Certain Designated Improvements; and Providing Related Authorizations Pursuant to Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43.

WHEREAS, Ohio Revised Code (“ORC”) Sections 5709.41, 5709.42 and 5709.43 (the “TIF Statutes”) provide that this Council may, under certain circumstances, declare improvements to certain parcels of real property to be a public purpose (the “Improvements”, as further defined in ORC Section 5709.41 and below) thereby exempting those Improvements from real property taxation, provide for payments in lieu of taxes by the owners of the parcels, and establish an urban redevelopment tax increment equivalent fund (the “TIF Fund” as defined below), provided the City has held fee title to such real property prior to the adoption of this Ordinance providing for the exemption; and,

WHEREAS, this Council desires to encourage the redevelopment of the parcel of real property described and depicted on EXHIBIT A attached to this Ordinance (the “Property”) to further the economic development goals of the City in a manner that is consistent with the existing neighborhood; and,

WHEREAS, provided appropriate economic development incentives are available to support the economic viability of the construction, Trivium Development LLC, and any related entity formed for the specific purpose of developing said Property (the “Company”) desires to purchase and completely renovate approximately 53,200 square feet of office space, substantially re-grading exterior parking facilities and creating handicap accessible facilities at a long-vacant single-tenant office building situated on the Property (the “Project”); and,

WHEREAS, in connection with the construction of the Project, the City and the Company desire to execute a Development Agreement substantially in the form on file with the City (the “Development Agreement”), which development agreement would provide for the construction of the Project and for the financing of certain Designated Improvements, as defined in the Development Agreement; and,

WHEREAS, the City seeks to increase employment opportunities and to encourage establishment of new jobs in the City, in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and,
ORDINANCE NO. 36-2015

WHEREAS, in connection with the redevelopment of the Property and the construction of the Project, it is in the best interest of the City to declare the Improvements to the Property to be a public purpose and to provide an exemption from real property taxes as set forth in this Ordinance; and,

WHEREAS, it is necessary and appropriate and in the best interests of the City to provide for the payment of service payments in lieu of taxes ("Service Payments") by the current and future owners of the Property (each an “Owner,” and collectively, the “Owners”) with respect to the Improvements pursuant to ORC Section 5709.42; and,

WHEREAS, as authorized by Ordinance No. 33-2015 passed September 8, 2015, the City acquired from the Owner fee title to the Property, pursuant to a Quitclaim Deed recorded with the Franklin County Recorder’s Office, and, pursuant to a Quitclaim Deed, has conveyed said Property back to said Owner; and,

WHEREAS, notice of this Council’s intention to declare the Improvements exempt from real property taxes and to pass this Ordinance has been delivered to the Board of Education of the Worthington City School District (the “Board”) in accordance with ORC Sections 5709.41 and 5709.83, and this Council ratifies and affirms the delivery of said notice; and,

WHEREAS, both the Board and the City have indicated their intention to enter into a mutually acceptable Compensation Agreement substantially in the form on file with the City (the “Compensation Agreement”); and,

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

WHEREAS, this Council is willing to finance a portion of the costs of constructing the Designated Improvements, as provided in the Development Agreement; and,

WHEREAS, this Council desires that a portion of the costs of the Designated Improvements and related expenses be paid from the Service Payments made in respect of the Improvements;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin, State of Ohio:
ORDINANCE NO. 36-2015

SECTION 1. Pursuant to and in accordance with the provisions of the TIF Statutes, this Council hereby determines and finds that it is in the best interests of the City to declare the Improvements to the Property to be a public purpose and to grant an exemption from real property taxes on those Improvements. This Council finds and determines that 75% of the increase in the assessed value of the Property subsequent to the acquisition of the Property by the City (which increase in assessed value is the “Improvements” as defined in ORC Section 5709.41(A)(2), which Improvements are further described on EXHIBIT B attached hereto and incorporated herein by this reference) is hereby declared to be a public purpose, and shall be exempt from taxation for a period commencing on the effective date of this Ordinance and ending ten (10) years after such date, all in accordance with the requirements of ORC Sections 5709.41 and 5709.42.

SECTION 2. As provided in ORC Section 5709.42, the Owner of the parcel comprising the Property is hereby required to, and shall make, Service Payments to the Treasurer of Franklin County (the “County Treasurer”) on or before the final dates for payment of real property taxes without penalty or interest, which Service Payments shall be remitted to the City for deposit in the TIF Fund, pursuant to ORC Sections 5709.41 and 5709.42 and as provided in Section 4 of this Ordinance. Each Service Payment shall be in the same amount as the real property taxes that would have been charged and payable against the Improvements (after credit for any other payments received by the City under ORC Section 319.302) had an exemption from taxation not been granted, and otherwise shall be in accordance with the requirements of the TIF Statutes. Any late Service Payments shall be subject to penalty and bear interest at the then current rate established under ORC Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time (the payment of penalties and interest and any related amounts received by the City under ORC Section 319.302 shall be considered part of the Service Payments). The Service Payments shall be allocated and deposited in accordance with Section 4 of this Ordinance.

SECTION 3. This Council finds and determines that the Improvements will directly benefit the Property and the City.

SECTION 4. This Council hereby authorizes and directs the Director of Finance to establish pursuant to and in accordance with the provisions of ORC Section 5709.43(B), the 350 West Wilson Bridge Road Urban Redevelopment Tax Increment Equivalent Fund (the “TIF Fund”) to be maintained in the custody of the City. The TIF Fund shall receive all Service Payments made in respect of the Improvements which are received by the City from the County Treasurer in accordance with this Ordinance.

The Service Payments received by the City shall be deposited into the TIF Fund and used (i) first, to pay the City’s customary and reasonable costs related to the exercise of its rights and the discharge of its obligations under the TIF Statutes, this Ordinance,
ORDINANCE NO. 36-2015

the Development Agreement and all other related laws, agreements and undertakings, (ii) second, to make payments to the Board as described in the Compensation Agreement, (iii) third, to pay the costs of the construction of the Designated Improvements as described in the Development Agreement, and (iv) fourth, if any Service Payments remain in the TIF Fund after the payments described in (i) – (iii) above, to make payments to the City to be used for any lawful purpose.

The TIF Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which the TIF Fund shall be dissolved in accordance with ORC Section 5709.43(D). Upon such dissolution, any incidental surplus remaining in the TIF Fund shall be disposed as provided in ORC Section 5709.43(D).

SECTION 5. The City Manager is hereby authorized to execute the Development Agreement on behalf of the City substantially in the form on file with the City, which Development Agreement includes provisions regarding the construction of the Project and the Designated Improvements providing for, among other things, the payment of Service Payments with respect to the Property and the use of the TIF Funds, together with such revisions or additions thereto as approved by the City Manager as consistent with the objectives and requirements of this Ordinance, which approval shall be conclusively evidenced by the signing of said Development Agreement. The City Manager and other appropriate City officials are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all other things as are necessary for and incidental to carrying out the provisions of the Development Agreement.

SECTION 6. The City Manager is hereby authorized to execute on behalf of the City the Compensation Agreement between the City and the Board substantially in the form on file with the City, which Compensation Agreement shall provide the exemption benefit to the Company up to $3,850,000 in the Franklin County Auditor’s appraised value of improvements; any amount of taxes associated with improvement valuation exceeding that threshold shall be paid by the City to the Schools in the amount otherwise due. This Council’s authorization hereunder shall include the City Manager executing such revisions or additions to the Compensation Agreement as approved by the City Manager as consistent with the objectives and requirements of this Ordinance, which approval shall be conclusively evidenced by the signing of said Compensation Agreement. The City Manager and other appropriate City officials are further authorized to provide such information and to execute, certify or furnish such other documents, and to do all other things as are necessary for and incidental to carrying out the provisions of the Compensation Agreement.
ORDINANCE NO. 36-2015

SECTION 7. The City Manager, the Director of Finance and the Director of Law, and any other City official, as appropriate, are each authorized and directed to sign any other documents, instruments or certificates and to take such actions as are necessary or appropriate to consummate or implement the transactions described in or contemplated by this Ordinance.

SECTION 8. Pursuant to ORC Section 5709.41(E), the Clerk of this Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency within fifteen days after its passage. On or before March 31st of each year that the exemption set forth in Section 1 hereof remains in effect, the City Manager shall prepare and submit, or cause to be prepared and submitted, to the Director of the Ohio Development Services Agency the status report required under ORC Section 5709.41(E).

SECTION 9. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 10. 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
EXHIBIT A

PROPERTY DESCRIPTION

Real property located at 350 West Wilson Bridge Road, Franklin County Auditor’s ID no. 100-005397-00, located within the City of Worthington, Franklin County.

The legal description as follows: 350 West Wilson Bridge Road, Officescape, Lot 4.

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

IMPROVEMENTS

The TIF shall reimburse Trivium Development LLC and any related entity formed for the specific purpose of developing the Property (the “Company”) for any and all renovation costs borne at the Property for purposes of fire suppression and related to making the building compliant with the Americans with Disabilities Act (“ADA”), which may include development costs such as the following: elevators upgraded to medical office specifications; internal public-access restrooms; re-grading, repaving and improving the parking lot infrastructure to ADA requirements; rebuilding interior stairwells to ADA requirements; and reconstructing the western end of the facility for ADA-required access.
MEMORANDUM

TO: Matt Greeson
FROM: Jeffry Harris
DATE: August 26, 2015
SUBJECT: Urban Redevelopment TIF proposal for 350 West Wilson Bridge Road

I write to provide background and staff recommendation as to placing an “urban redevelopment” tax increment financing (TIF) exemption on the proposed redevelopment of the former Mettler Toledo headquarters building on West Wilson Bridge Road in Worthington. Staff recommends that Worthington City Council approve a 75 percent TIF for a term of 10 years.

Background:

The recommended urban redevelopment TIF is intended to capture taxes paid on the value of proposed improvements to 350 West Wilson Bridge Road (the “Property”). The City’s development interest in this property is long-standing, dating back to the early 2000s when Mettler-Toledo moved its Worthington headquarters operation to the Polaris area, leaving behind this large single-use tenant space. More recently, the Property was purchased by Canadian buyers as part of a portfolio of commercial office space within the region; earlier this year, a local real estate broker was charged with placing the Property for-sale on the open market ($1.95 million asking price).

As you are well aware, substantial redevelopment and investment has occurred within walking distance of the Property along West Wilson Bridge Road. Through presentations, phone calls and marketing collateral material, the City has publicly sought to partner financially with private development interests to bring the Property back to market viability and commercial use.

In April 2015, Trivium Development LLC (“Trivium”) entered into a purchase agreement with the owners to acquire the Property and fully renovate its 53,200 square feet of interior space and exterior parking facilities into high-quality multi-tenant medical office space (the “Project”). (See Appendix I for an elevation rendering of the Project.) Trivium plans to close on the Property’s purchase in early September.
The Project is expected to involve a total investment by Trivium, or a related entity created for purposes of owning and developing the Property, of approximately $5.8 million. Included in this investment is the $1.95 million to be paid for the Property, with $3.85 million in estimated new constructions costs.

The Project will commence fall 2015, with all construction and improvements likely completed by December 31, 2016.

Discussions between the developer and City staff resulted in the following recommended TIF assistance package: as they are received, TIF revenues will be paid by the City to reimburse costs borne by the developer for purposes of installing fire suppression equipment throughout the facility and to make the Property compliant with the Americans with Disabilities Act.

**Figure 1: Proposed 350 West Wilson Bridge Road TIF**

Under State law, municipalities may employ three types of tax increment financing for economic development projects: *parcel; district;* and *urban redevelopment* TIF. As this project involves the need for the City to participate in the costs of making improvements within the facility to make the Property usable to the public, staff believes that an *urban redevelopment* TIF represents the best mechanism to declare improvements a public purpose and fund public infrastructure benefitting the Property.

The real estate parcel under this project to be TIF’ed is Franklin County Auditor ID no. 100-005397-00.
**Urban Redevelopment TIF Requirements**

The following are required to create an urban redevelopment TIF under Ohio Revised Code ("ORC") §5709.41:

- Worthington City Council must adopt an ordinance declaring to be a public purpose any improvement to the identified parcel of real property. Staff recommends that Worthington City Council identify the parcel listed above as comprising property on which improvements will constitute a public purpose.

- Under the same legislation, Worthington City Council should specify that 75 percent of the improvements are exempt from real property taxes for 10 years.

- City Council must enter the chain of title to the Property prior to adopting the TIF enabling ordinance. Specifically, ORC §5709.41(B) states that a municipality may declare any improvement to the real property a public purpose, so long as the municipality held fee simple title prior to the adoption of the TIF’s enabling ordinance and the property was then conveyed away by the municipality.

To that end, staff has recommended that City Council adopt Ordinance 33-2015 on September 8, 2015 to take and convey title to the Property prior to the scheduled public hearing and vote to approve this proposed TIF on October 5.

- Because the proposed TIF seeks to exempt 75 percent of taxes for 10 years – the statutory minimum threshold – State law requires only that City Council provide notice to the Board of Education of Worthington City Schools ("Schools") at least 14 days prior to adopting the ordinance (see ORC §5709.41(C)(4)). Staff has been in direct contact with the Schools on this issue well in advance of the City Council’s action and provided formal notice to the Schools on July 20, 2015 (see Appendix II).

- With the Schools, staff recommend the best mutual course for the Project is to enter into a compensation agreement that provides the full TIF exemption benefit to Trivium, but only up to $3.85 million in the Franklin County Auditor’s appraised value of improvements. Any amount of taxes associated with improvement valuation exceeding that threshold (i.e., taxes levied on the value equal to or exceeding $3,850,001) will be paid by the City to the Schools in the amount otherwise due. This arrangement between the City and Schools removes the applicability of the default compensation for municipal economic development projects employing real property tax exemptions (i.e., income tax sharing), set forth under ORC §5709.82(D).

- Worthington City Council must establish an urban redevelopment tax increment equivalent fund into which will be deposited annual service payments in lieu of taxes paid by the owner(s) of the TIF’ed property (see ORC §§5709.42 & 5709.43(B)).
It is recommended that the owner of the TIF parcel enter into a TIF agreement with the City setting forth the parties’ understanding of how the exemption is structured. Once such an agreement is fully executed, staff recommends that the City apply for the TIF exemption to the Franklin County Auditor on behalf of the owner of the exempted Property (see ORC §5709.911).

**TIF Exemption – Terms & Benefits:**

The proposed renovation and creation of new medical office space at the Property – transforming it into a high-quality multi-tenant office facility – represents a good source of incremental increase in property tax revenue. It also responds to the City’s long-standing efforts to obtain a new use for the Property since the former user left many years ago. Through the use of this proposed TIF, the City can capture and redirect tax revenue to assist with the substantial costs of installing fire suppression equipment and making the building accessible as required under the ADA.

Staff ran TIF revenue models to estimate the benefit to the developer from redirecting 75 percent of estimated property taxes on the incremental increase in valuation. This urban redevelopment TIF is estimated to produce an average $110,000 per year during the term, once the proposed development is completed.

As noted above, the property owner’s annual service payments – in amounts equivalent to the taxes otherwise due on the improved value of the land – are directed into the TIF fund. Such revenues will then be directed to reimburse the developer for the costs of renovating and rehabilitating this commercially obsolete structure that has remained vacant since the early 2000s.
APPENDIX I

Trivium Development, LLC – 350 West Wilson Bridge Road

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West Wilson Bridge Road Perspective – looking northeast
APPENDIX II

Notice to Board of Education of Worthington City Schools

July 20, 2015

Julie Keegan, President
Board of Education of Worthington City Schools
c/o Jeff McCuen, Treasurer
200 East Wilson Bridge Road
Worthington, Ohio 43085

VIA EMAIL & US MAIL

Re: City of Worthington TIF Exemption Notice – 350 W. Wilson Bridge Rd.

Dear Ms. Keegan:

I write to provide the Board of Education of the Worthington City School District (“Board”) with notice of a to-be-proposed urban redevelopment tax increment financing (“TIF”) structure to exempt real property at 350 West Wilson Bridge Road in Worthington, Franklin County (Franklin County Auditor parcel ID 100-005397-00) (the “Property”).

Pursuant to Ohio Revised Code (“ORC”) §5709.83, and on behalf of the Worthington City Council, I am providing notice that the City contemplates declaring improvements to this parcel to be a public purpose and therefore partially exempt from taxes.

Project Scope

In April 2015, Trivium Development LLC (“Trivium”) entered into a purchase agreement with the Canadian owners of the Property to acquire and fully renovate its 53,200 square feet of interior space and exterior parking facilities into high-quality multi-tenant medical and commercial office space (the “Project”). Trivium or its designee plans to close on the Property’s purchase in August.

The Project is expected to involve a total investment by Trivium of approximately $5.8 million. Included in this investment is $1.95 million to acquire the Property, with $3.85 million in new constructions costs.

The Project will commence fall 2015, with all construction and improvements likely completed by December 31, 2016.
City of Worthington TIF Exemption Notice  
July 20, 2015  
Page 2

As you may be aware, the City’s development interest in this property is long-standing, dating back to the early 2000s when the previous headquarters user relocated to the Polaris area, leaving behind this large single-use tenant space. In recent years, and through presentations, phone calls and marketing collateral material, the City has publicly sought to partner financially with private development interests to bring the Property back to market viability and commercial use.

TIF Exemption

Under the Project, Trivium is undergoing substantial redevelopment costs to completely renovate approximately 53,200 square feet of office space, substantially re-grading exterior parking facilities and creating handicap accessible facilities. City staff have determined that an urban redevelopment TIF will provide the best form of assistance to this redevelopment project (see ORC §5709.41). Namely, staff will recommend that the TIF reimburse Trivium for any and all renovation costs borne at the Property for purposes of fire suppression and related to making the building compliant with the ADA, which may include development costs such as the following: elevators upgraded to medical office specifications; internal public-access restrooms; re-grading, repaving and improving the parking lot infrastructure to ADA requirements; rebuilding interior stairwells to ADA requirements; and reconstructing the western end of the facility for ADA-required access.

Staff will recommend on September 21, 2015 that Worthington City Council create an urban redevelopment TIF to exempt 75 percent of the taxes on the value of improvements made to the Property, for a 10-year period.

Relative to your organization, this project represents an increase in revenues even with an approved TIF exemption. (See table, below)

<table>
<thead>
<tr>
<th>Worthington City Schools position</th>
<th>Tax Year 2014 Condition</th>
<th>Revenues</th>
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<td>Appraised Value</td>
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<td>2015 Purchase</td>
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<td>FMV - basis adj.</td>
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<td>Non-TIF'ed collections</td>
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<tr>
<td>Appraised Value</td>
<td></td>
<td>$41,196</td>
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</tbody>
</table>
City of Worthington TIF Exemption Notice
July 20, 2015
Page 3

As you can see, the purchase by Trivium or its designee in August is expected to increase the taxable basis in the Property from $1.2 million (netting approximately $33,000 in annual property taxes to the Board in tax year 2014) to $1.95 million (which will provide an additional $16,686 in annual property taxes to the Board). Moreover, only 75 percent of the taxes are to be exempt under the TIF, which will result in a calculated $24,510 in net, new annual property taxes to the Board. Because of the positive tax implications to the Board resulting from this project, even with a TIF exemption in place, my proposed handling of the matter to Mr. McCuen has been to dispense with any compensation payment structure to the Board (i.e., no compensation to the Board during the term of the TIF exemption).

Mr. McCuen’s position, which is reasonable in the view of City staff, is that no compensation is due to the Board under this TIF for so long as the value of the improvements are less than or equal to $3.85 million. For any improvement value in excess of that figure, taxes assessed thereon will be directed to the Board as if no exemption were in place.

Request

Worthington City Council will take action at 7:30pm on September 21, 2015 to review staff recommendations and may adopt an ordinance declaring improvements to the Property to be a public purpose and therefore create an urban redevelopment TIF exemption. Staff has prepared a draft ordinance – to be introduced by City Council on September 8 – thereby creating the TIF exemption, a copy of which is attached for your reference. Please review this correspondence and provide a response, if any, to this notice.

Feel free to address any concerns or questions to me at (614) 436-4518 or via email at jharris@ci.worthington.oh.us.

Sincerely,

Jeffry Harris
Economic Development Manager

Enclosure

cc: Matt Greeson, City Manager
    Robyn Stewart, Asst. City Manager
    Molly Roberts, Finance Director
    Pam Fox, Law Director