City Council Meeting Agenda

Monday, November 7, 2016 ~ 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
Scott Myers, President Pro-Tem
Rachael Dorothy
Douglas C. Foust
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

SPECIAL PRESENTATION

1) Solid Waste Authority of Central Ohio (SWACO)

2) Central Ohio Greenways

VISITOR COMMENTS

APPROVAL OF MINUTES

3) October 10, 2016 – Committee of the Whole Meeting

4) October 17, 2016 – Regular Meeting

PUBLIC HEARINGS ON LEGISLATION

5) Ordinance No. 37-2016

Authorizing the Worthington Community Improvement Corporation to Execute a Lease Agreement Between the WCIC and COhatch Worthington LLC for a Portion of the Kilbourne Building.

Introduced October 17, 2016
P.H. November 7, 2016

6) Ordinance No. 38-2016

Authorizing the City Manager to Enter into a Development Agreement with COhatch Worthington LLC for Development Services Associated with COhatch’s Co-Working and Makerspace Operations in the Kilbourne Building.

Introduced October 17, 2016
P.H. November 7, 2016
NEW LEGISLATION TO BE INTRODUCED

7) Resolution No. 46-2016

Authorizing an Amendment to the Final Development Plan for 890 & 910 High Street and 33 E. North Street and Authorizing a Variance (Plank Law Firm, LPA).

8) Resolution No. 47-2016

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

9) Resolution No. 48-2016

Amending the Position Description for Police Lieutenant.

10) Ordinance No. 39-2016

Amending Ordinance No. 44-2015 (As Amended) to Adjust the Annual Budget by Providing for Appropriations from the General Fund.

11) Ordinance No. 40-2016

Authorizing the City Manager to Execute a Contract for the Collection, Transportation, and Delivery for Disposal or Processing of Residential Solid Waste, Recycling Materials and Yard Waste.

12) Ordinance No. 41-2016

Amending Ordinance No. 44-2015 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay for the Central District Sanitary Sewer Lining and Determining to Proceed with said Project. (Project No. 618-15)

REPORTS OF CITY OFFICIALS

Policy Item(s)

13) Budget Workshop #1

REPORTS OF COUNCIL MEMBERS
OTHER

EXECUTIVE SESSION

ADJOURNMENT
City Manager Report to City Council for the Meeting of Monday, November 7, 2016

SPECIAL PRESENTATION

1) Solid Waste Authority of Central Ohio (SWACO)

The Solid Waste Authority of Central Ohio (SWACO) is proposing a $3 per ton reduction in the fee paid to tip waste at the Franklin County Sanitary Landfill. The proposed new rate is $39.75 per ton. SWACO’s Executive Director, Ty Marsh, will be present at the City Council meeting to discuss the proposed rate change and other matters related to SWACO. Additional information on the proposed rate change is included in the attached notice from SWACO.

2) Central Ohio Greenways

The Mid-Ohio Regional Planning Commission (MORPC) has created a Central Ohio Greenways (COG) Board to work with local communities to increase greenways trail mileages and usage for recreation and transportation needs across the region. The COG Board has been conducting research and meetings with stakeholders to aide in putting together a strategic plan for regional greenways trail systems and connectivity. Kerstin Carr with MORPC and Kacey Brankamp, Worthington resident and COG Board Member, will present an update on the COG Board’s activities and how they tie into Bike and Pedestrian Planning in Worthington.

APPROVAL OF MINUTES

3) October 10, 2016 – Committee of the Whole Meeting
4) October 17, 2016 – Regular Meeting

Recommendation: Approval of Minutes as Presented
PUBLIC HEARINGS ON LEGISLATION

5) Ordinance No. 37-2016 – Lease – 752 High Street (COhatch)

City staff has been in discussions with the founder of COhatch regarding his interest in expanding the COhatch operation into the Kilbourne Memorial Library Building at 752 High Street. COhatch is a membership-based co-working space that allows small business professionals and entrepreneurs access to conference rooms, office and open work space, business-related events and add-on business services. They have opened in downtown Worthington above Sassafras and are looking to expand. They would like to use the main floor space in the Kilbourne Building for co-working space and create a makerspace on the lower level.

The City Council has previously asked the Worthington Community Improvement Corporation (CIC) to manage the Kilbourne Building and advise the City Council on matters related to the building. This Ordinance authorizes the CIC to enter into a lease with COhatch for the space. Additional information is included in the attached memorandum from the Economic Development Manager and the draft minutes from the Community Improvement Corporation meeting. The terms of the lease are described in the attached Lease Term Sheet. As with the Sew to Speak lease, COhatch will pay for the remaining building improvements and build out of the space to allow them to occupy the building. The rent is set at a market rate and is abated for a term equal to the value of the building improvements funded by COhatch. The CIC has reviewed these terms and expressed support for moving forward.

Recommendation: Approval of the Ordinance as Presented

6) Ordinance No. 38-2016 – Development Agreement - COhatch

The City has explored the benefits of coworking and makerspaces to economic and business development for several years. City staff has visited this type of operation in other communities and believes it is beneficial to our economic development program. COhatch’s interest in the Kilbourne Memorial Library Building at 752 High Street provides the opportunity to partner with them in the provision of these services. This Ordinance approves a development agreement between the City and COhatch related to these services. Additional information regarding the structure of the agreement and the services to be provided is included in the attached memorandum referenced in the previous agenda item and in the CIC minutes.

Recommendation: Approval of the Ordinance as Presented
NEW LEGISLATION

7) Resolution No. 46-2016 – Amendment to Development Plan – 890 & 910 High Street and 33 E. North Street

This Resolution approves an amendment to the Final Development Plan at 890 & 910 High Street and 33 E. North Street and grants a variance to allow for a building to be located closer to the side property line than the required 20 feet. This application involves two proposed buildings immediately south of the CVS building and demolition of the existing office building at 33 E. North Street to allow for additional parking and landscaping. Building “A” is proposed to have 4,272 square feet of retail space on the first floor with a faux second story. Building “B” is proposed to be a full two story brick building with 6,402 square feet of area per floor, with the first floor likely retail or restaurant and the second floor being office space. Additional information is included in the attached memorandum from the Director of Planning and Building. Also attached are the application and draft minutes from the Municipal Planning Commission and Architectural Review Board meeting. Staff and the Municipal Planning Commission recommend approval of this item.

Recommendation: Introduction and Approval of Resolution as Presented

8) Resolution No. 47-2016 – Transfer of Funds

This Resolution transfers fund from certain line items in the budget to other line items. Two of these transfers are due to staffing transitions from retirements and/or resignations. They also address contractual requirements in the collective bargaining agreement with the Fraternal Order of Police and furniture needs related to the staffing reconfiguration involving Law and Planning & Building. Attached is a memorandum from the Finance Director that provides additional detail.

Recommendation: Introduction and Approval of Resolution as Presented

9) Resolution No. 48-2016 – Job Description – Police Lieutenant

This Resolution adopts an updated job description for the position of Lieutenant in the Division of Police. Jerry Strait’s appointment as Chief created one opening for Lieutenant, and a promotional process is underway. This is an appropriate time to review the job description which has not been revised since 2003. The amended job description is now in the City’s current format, and the position responsibilities have been updated to reflect current Division assignments. The educational section now requires a minimum of an Associate’s Degree/two years of college credit, with Bachelor’s Degree preferred. The proposed position description is attached to the Resolution.

Recommendation: Introduction and Approval of Resolution as Presented
10) **Ordinance No. 39-2016 – Supplemental Appropriation**

A review of the City’s expenditures has identified the need to appropriate additional funds in certain line items. These items include additional funds for income tax collection fees and income tax refunds as well as transfers from the General Fund to the Water Fund, Sewer Fund and Economic Development Fund to ensure adequate revenue in those funds to cover the expenditures in the funds. Additional information is included in the attached memorandum from the Finance Director.

**Recommendation:** Introduction for Public Hearing on November 21

11) **Ordinance No. 40-2016 – Refuse Contract**

The City’s refuse contract expires this year and City Council gave authorization to bid the project on October 17th. Bids are scheduled to be opened on Friday, November 4th, providing sufficient time for staff to review the bids and provide a recommendation to City Council at the public hearing on this Ordinance.

**Recommendation:** Introduction for Public Hearing on November 21

12) **Ordinance No. 41-2016 – Appropriation – Central District Sanitary Sewer Lining Project**

This Ordinance appropriates funds and authorizes the Central District Sewer Lining project to proceed. Bids are scheduled to be opened on Friday, November 4th and staff will review the bids and provide a recommendation on the firm to perform the work and the amount.

**Recommendation:** Introduction for Public Hearing on November 21

**REPORTS OF CITY OFFICIALS**

**Discussion Item(s)**

13) **Budget Workshop #1**

This meeting serves as the first of three workshops on the proposed 2017 Operating Budget. This first workshop will focus on the previously identified City Council priorities for 2016 and 2017. Most of these priorities were identified during the 2016 City Council Retreat. Staff is prepared to report on the efforts completed thus far as well as the ongoing and planned work related to these priorities. A presentation highlighting the efforts thus far is attached.

**EXECUTIVE SESSION**

I respectfully request an executive session to discuss appointments to boards and commissions and land acquisition.
October 2016

**New, lower rate proposed**

SWACO is proposing a $3 per ton reduction in the fee paid to tip waste at the Franklin County Sanitary Landfill (FCSL). The proposed new rate is $39.75 per ton, down from an existing rate of $42.75. The first rate change since 2012, the new rate would go into effect during the second quarter of 2017.

The rate reduction is the result of the elimination of a restricted portion of the current fee for debt service which would be replaced with a smaller fee ($4 per ton) to offset SWACO’s increasing cost of operations, maintain fund balance reserve levels recommended by credit rating agencies, and provide funding to fulfill SWACO’s community mission. The net effect would be a $3 per ton reduction.

The restricted $7 per ton fee is being eliminated because SWACO anticipates collecting enough money in the second quarter of 2017 to be able to retire the debt associated with the former Waste-to-Energy facility.

Any change to the tipping fee rate, even a reduction, requires a public process to ensure public input before the SWACO Board of Trustees makes its final decision.

**Maintaining SWACO’s financial health and planning for the future**

Of the $4 per ton replacement rate, $3 per ton would go towards increased general operations expenses and paying for the capital needs at FCSL, and $1 would be directed towards maintaining an appropriate level of fund balance reserves, annual maintenance costs of Model Landfill, and expanded and new services and opportunities for public/private partnerships.

**General Operating Expenses.** SWACO receives 98% of its revenue from the tipping fee as a result of waste coming to FCSL. Despite Franklin County’s population growth, enhanced recycling has resulted in less waste. In fact, the amount of waste received has been relatively flat in recent years, a trend that is expected to continue. At the same time, the organization’s expenses have increased due to equipment, gasoline, landfill construction and recycling costs, and other inflationary pressures. Given that a rate increase hasn’t occurred since 2012, a fee change is warranted.

**Fund Balance Reserves.** To maintain SWACO’s AAA bond rating and enable the organization to financially withstand unforeseen emergencies unique to its mission, it is prudent to increase the organizations minimum cash reserve target from $10 million to $15 million according to Standard & Poor’s and Fitch Ratings service guidelines for solid waste operations. The revised rate would enable SWACO to maintain the [minimum level recommended](#).
Delivering environmental and economic value to communities, businesses and public and private partners

Expanded and New Service Opportunities. Leveraging the waste stream for economic, environmental and community improvement is an opportunity for SWACO to provide enhanced services to our district’s residents and businesses. Recent studies document that nearly 70% of the waste stream could be recycled with an estimated market value of $41 million annually. Capturing and diverting those recyclable materials and converting them to a higher value is both the challenge and the opportunity. Through implementing new and enhanced educational outreach programs, exploring public/private partnerships, determining and advancing the district’s infrastructure needs in recycling and the transferring of waste, and working with entrepreneurs to identify business start-up opportunities in the waste and recycling industry, SWACO is moving forward to meet the community’s demands and needs. In turn, such actions will divert more waste from the landfill and extend its useful life for the public health and financial benefit of all Franklin County.

Examples being explored include:

1. **Model Landfill utilization and on-going expense.** As part of SWACO’s post-closure care of the closed landfill (Model Landfill) on I-71, site of the former Phoenix golf course, SWACO is required to monitor and maintain the on-site systems. In addition, SWACO now must offset those operating expenses, which are between $400,000 and $500,000 annually, and which were historically paid for by a closure fund which is now fully exhausted.

   With the post-closure care provided for, the property can then be utilized for various opportunities, one possibility being to make a significant visual statement about waste and recycling as a gateway into downtown Columbus (to the north) and Grove City (to the south). Ideas include, but are not limited to, creating a solar panel field, a recreational park, bike race track and others. SWACO has started the process of studying the issue and determining best options.

2. **Waste diversion infrastructure development.** Increasing the amount of recycling requires the concurrent goal of more efficient and accessible collection and processing of materials. For example, if all households used the similar curbside roll cart retainers for recyclable materials, then the haulers could collect more and in turn more could be processed. SWACO is working with communities and foundations to increase the use of roll carts. Another example might include the lack of collecting and processing food waste in and around the District and how SWACO might be able to leverage its resources to establish the necessary infrastructure.
3. **Integrated materials management strategy.** SWACO currently operates two transfer stations for customer convenience. To better understand the waste flow and in turn provide more efficient and effective customer service, SWACO will undertake a waste-shed flow analysis. This may lead not only to improved service but also to higher and more effective utilization of existing sites and public/private partnership opportunities. For example, current transfer station sites do not accommodate any recycling drop off containers, HHW (household hazardous waste), tire and mattress separated containers.

4. **Recycling and Waste Market Development.** With more recycling materials processed, the opportunity to attract more industry in this field to Central Ohio grows. Working with Columbus2020 and JobsOhio - the regional and state (respectively) economic development organizations - SWACO will document the extent of the current industry in Franklin County and its economic impact as well as provide information to the economic development organizations marketing our region. Battelle is also providing technical studies and expertise in this endeavor. SWACO has land, access to transportation, and materials (1 million tons of waste annually) that economic development organizations utilize when marketing to companies.

5. **Waste/recycling entrepreneurship.** Our region’s entrepreneurship can be leveraged in the waste and recycling area. Working with Rev1 Ventures at Ohio State, SWACO will be helping to identify and promote startup companies that deal with waste and recycling issues.

SWACO should not be viewed simply as the home of Franklin County’s landfill. SWACO should be appreciated as a community resource and authority on waste reduction, sustainability and innovation. In the future, SWACO will serve as a resource to our communities, businesses, non-profits and civic organizations by listening and understanding their needs, developing programs and outreach to help them reach their goals, creating public/private partnerships for results, and working collectively to advance waste and recycling issues in Franklin County. The retirement of the Waste-to-Energy facility offers a rare opportunity to fulfill this mission while still providing an overall reduction in rate fees to our communities. If we seize this opportunity, it will enhance SWACO’s impact on the community for many years to come.
Meeting Minutes

Monday, October 10, 2016 ~ 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
Scott Myers, President Pro-Tempore
Rachael Dorothy
Douglas C. Foust
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, October 10, 2016, 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, Douglas Foust, Scott Myers, David Norstrom, Douglas K. Smith, Michael C. Troper and Bonnie D. Michael

Member(s) Absent:

Also present: Clerk of Council D. Kay Thress, City Manager Matthew Greeson, Director of Law Pamela Fox, Assistant City Manager Robyn Stewart, Director of Finance Molly Roberts, Director of Public Service and Engineering Dan Whited, Director of Planning and Building Lee Brown, Director of Parks and Recreation Darren Hurley, Chief of Police Jerry Strait and Chief of Fire Scott Highley

There were nineteen visitors present.

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

SPECIAL PRESENTATION

Ms. Michael commented that members have a bittersweet resolution for consideration. It is wonderful when people have a chance to retire but it is sad when you lose somebody who has been a great part of our city for a long time.

Resolution No. 44-2016

Expressing the Appreciation and Best Wishes of the Worthington City Council to Thomas W. Gilkey for his Outstanding Service as Maintenance Superintendent of Service & Engineering for the City of Worthington and for his Service to the Community.

Introduced by Mr. Foust.

MOTION

Mr. Norstrom made a motion to adopt Resolution No. 44-2016. The motion was seconded by Mr. Smith.

The motion to adopt Resolution No. 44-2016 carried unanimously by a voice vote.

Mr. Greeson acknowledged it being a bittersweet moment and he is honored to say a few words about Tom Gilkey. He shared that when he was a candidate for the City Manager position he remembers meeting Tom while touring the Service Department where the
other candidates and the former Service Director Dave Groth. When he asked him what he does, Tom looked at him with a grin on his face and replied absolutely nothing. He quickly learned that Tom was either a bad prognosticator about who was going to become City Manager or he had a great sense of humor and it was the latter. Staff will miss his positive attitude and great sense of humor. We will miss him because the way in which he filled his position of maintenance superintendent of all Service operations is one of the lynchpin critical roles in our organization. He has been one of the people who has been glue during city crisis and during events like market days and many city events and certainly during big snow operations and leaf removal and all of the things that the service department does. Many times he was the guy who was up in the middle of the night to make sure the snow operations went well. Tom is one of the few people who has touched all departments, all events and activities in the city and as a result all of our citizens. Tom has done an exceptional job instilling a customer service ethic of hard work and professionalism in his team members and in our organization. Mr. Greeson added that it has been his pleasure to work with Tom for the time that he has been here. He congratulated him on his retirement.

Mr. Whited echoed Mr. Greeson’s sentiments except when he talked to Tom, he said he does absolutely everything. He has been an outstanding mentor, teacher, leader and a real good friend. Dan appreciates everything that Tom has done. He has been extremely generous with his time and talent. As Mr. Greeson mentioned, the service ethic is extraordinary here and it all starts with Tom and filters down through the entire staff. These guys are here tonight as proof of that. We will miss his combination of wisdom, fairness, and humor. He has been phenomenal to him and to the staff. He has never heard a bad word about him. The citizens always speak highly of him. They always want to talk to Tom when they call him and that is a good thing. Mr. Whited added that he has worked with many people in his career and none of them have been quite like Tom Gilkey and that’s a good thing. Then he thanked him.

Ms. Michael shared that she has known Mr. Gilkey for many years. It is often the city services that people share when asked why they like Worthington. Things like leaf collection and street repairs. They are things that Tom supervised and shared that the public received but didn’t know he was behind the scenes pulling the strings.

President Michael read Resolution No. 44-2016 in its entirety and presented Mr. Gilkey with a certified copy.

Mr. Gilkey thanked Council for the recognition. He shared that he has been really blessed by God for having this job, for co-workers, health and for his wife of forty-seven years.

**Resolution No. 43-2016**

Expressing the Support of Worthington City Council for the Central Ohio Transit Authority’s 2016 Tax Levy.

*Introduced by Mr. Myers.*
Ms. Dorothy made a motion to adopt Resolution No. 43-2016. The motion was seconded by Mr. Troper.

There being no additional comments, the motion to adopt Resolution No. 43-2016 carried unanimously by a voice vote.

Mr. Greeson introduced and welcomed Curtis Stitt, President and CEO of the Central Ohio Transit Authority (COTA) to tonight’s meeting.

Mr. Stitt thanked City Council for the opportunity to share. COTA appreciates Council’s support and great partnership. Matt and Matt’s predecessor have always been supportive of COTA over the years. Issue 60 will be on the ballot on November 8th. It is a simple renewal of a ¼% sales tax that was passed in 2006. It expires this year and consequently we have to be back on the ballot in order to maintain this sales tax. This represents one half of COTA’s revenue and as a consequence, it is important that this sales tax is approved for another ten year period. This renewal is essential because since 2006 when the initial levy was passed, COTA has increased its service by 80%. Assuming this renewal is passed, by 2018 we will have increased our service by 90% over this ten year period. They have achieved ridership levels that they have not seen since 1986. Last year and the year before last they reached levels of 19 million passenger trips in each of those years.

Mr. Stitt shared additional information regarding partnerships with area communities and new services being offered such as C-Bus and Air Connect. They have begun construction on C-Max, which is COTA’s introduction to the first Bus Rapid Transit (BRT) in central Ohio. They have extended services from SR-161 all the way downtown and then extending at the north end to Polaris Parkway and Africa Road all while maintaining great financial stewardship of that ¼% and the other ¼% that was already in place.

Mr. Stitt shared that they have maintained their expenses using a transit metric called cost per service hour and while their peer transit agencies cost per service hour has been increasing over the last ten years, COTA’s cost per service hour has remained relatively flat as they have tried to come up with innovative ways to save money while putting more service on the street. The fleet has been converted to compressed natural gas. They have done these things today in order to ensure a sound foundation for public transportation that they can build on tomorrow. Finally, they are engaged in a project called NEXTGEN where they are developing a plan for the next generation of public transportation for Columbus and central Ohio. This levy is important for them to maintain this foundation so that they can build the NEXTGEN plan when it is completed. That plan looks out to 2050. As this community grows, COTA wants to be in a position to grow with it. So they appreciate Council’s support. He would be happy to answer any questions that members may have.
Ms. Dorothy asked how long they will be evaluating the BRT along Cleveland before they look for other locations. Mr. Stitt replied that they are already looking at other locations. As part of the NEXTGEN, which they hope will be complete next year, they will be meeting with many central Ohio municipalities to make sure they meet the needs of everyone in this plan. It is fiscally unconstrained so their approach is to look at what the real needs of this community will be as well as they can determine that today and then try to design a plan to meet that. They know that whatever comes out of that plan will have to be a mix of a number of things such as BRT, more buses, perhaps rail, or perhaps automated vehicles. Whatever the best technology there might be as we get closer to 2050 and update this NEXTGEN plan is what we are going to be looking at. So they are already thinking about those things and High St. is one of those corridors. They have three lines that provide for 50% of their ridership. One is the line #2 that runs on High St. The #1 is Cleveland Ave. and Livingston Ave. to the east and the other one is line #10 east and west from county line to county line on Broad St. They are already looking at those three lines in terms of major transportation improvements in the future.

Ms. Dorothy shared that she knows quite a few people that ride COTA and use COTA but there may be others in the future that may not even realize how important COTA is going to be for them. She appreciates them looking into the future to be able to provide those transportation needs for people older and younger throughout the whole community.

Mr. Norstrom added that they are also a major element in the SMART City project. Mr. Stitt agreed although it is filling their plate. They already have a big plate that is full and it is being piled high but it is important for them to look at how technology can provide better transportation and COTA is at the table in that discussion.

Mr. Myers wants to make it clear that this is no new taxes. It is just a renewal with nothing extra. Mr. Stitt agreed. Mr. Myers added that the last time Mr. Stitt was before Council he shared that he missed the LINK as it was the free bus that went downtown. He appreciates the C-Bus as he rides it all the time. It is incredible way to get downtown. Mr. Stitt thanked him for riding the C-Bus.

Mr. Norstrom shared that he has a long history with COTA. We all know that our Worthington resident Bill Lhota was director before Mr. Stitt. He turned the organization around and Mr. Stitt has helped take it to the next level. He enjoys serving on the COTA board again. He added that before Council is a very strong leader. Mr. Stitt thanked him and said he was very kind. Everything he does is focused on how can we service this community and we have about 1,000 employees at COTA who do a great job at it every day.


NEW LEGISLATION TO BE INTRODUCED

Resolution No. 41-2016 Approving the Petition for Special Assessments for Special Energy Improvement Projects Under Ohio
Revised Code Chapter 1710 (350 W. Wilson Bridge Road).

**Introduced by Mr. Troper.**

**MOTION**

Mr. Foust made a motion to adopt Resolution No. 41-2016. The motion was seconded by Mr. Norstrom.

Mr. Greeson reported there being a series of legislation before members this evening that are related to the PACE program (Property Assessed Clean Energy). We want to start the discussion regarding these pieces of legislation, which he believes total five (some resolutions and some ordinances that need to be introduced) by having Ms. Jean Carter Ryan, President of the Columbus-Franklin County Finance Authority provide an overview of PACE. Ms. Carter Ryan is the current chairperson of COTA so she is serving our region in that role. She is also one of the people that we as local government managers turn to when we have complicated public and particularly economic development finance issues. We appreciate the free advice that she often offers upon request and that she is here tonight to present this topic.

**Columbus Region Energy Fund and PACE**

**Columbus-Franklin County Finance Authority**

Jean Carter Ryan
President

Ms. Carter Ryan shared that she appreciates the opportunity to talk with Council about the Columbus Region Energy Fund and Property Assessed Clean Energy. A new program was created about a year and a half ago through the Finance Authority that helps with energy efficient types of improvements as it was challenging to find funding to assist with that. When you look to finance something you look at credit strength, understanding the character of whoever is borrowing money and we want to understand our collateral. Collateral is a tough issue when it comes to energy and energy efficiency. PACE has figured out a way to solve that collateral type problem. The following information was provided in Council packets and details what we are doing here in Central Ohio. It shows how we would like to be able to provide an energy efficiency loan to one of your local businesses, Trivium development on West Wilson Bridge Road.

**Financing Features:**

- Transaction size $200,000 to $5,000,000
- Up to 100% financing of project costs
- Fixed rates up to 15 years
- Energy usage reduction should range from 15%-20% (need energy audit)
- Energy savings pay for the investment
Eligible Projects:
- Office Buildings
- Retail
- Manufacturing
- Healthcare
- K-12, University
- Government
- Non-profits

Eligible Improvements:
- Energy efficiency retrofits to existing buildings including:
  - Lighting
  - Energy management systems and controls
  - High efficiency HVAC

Property Assessed Clean Energy (PACE) is an:
- Innovative financing structure for improving buildings through energy efficiency and alternative energy projects.
- Established in Ohio in 2009 as a form of energy special improvement districts (ESID) for energy projects under Ohio Revised Code (ORC) 1710.

Ms. Carter Ryan stated that PACE is a national program but each state has to adopt its own statutes. ORC 1710 requires legislative action by each local community for them to be able to move forward with this type of security for the projects.

What is PACE Financing?
- ESIDs can be formed by a municipality, township or a collection of adjoining communities.
- Governed by a non-profit corporation.
- Commercial property owners can voluntarily make energy efficiency & alternative energy improvements & pay for them through a special assessment on the property.

Ms. Carter Ryan shared that they can never force a special assessment to be put on the building through this program. Basically, in the case of Trivium we have a $325,000 improvement that they want to make on their building on West Wilson Bridge Road. We will collect the debt service through a special assessment, which also is our security for the project.

What are the benefits of PACE?
- Improvements can be made quickly when needed.
- Reduction of operating budget expense.
- Energy & maintenance savings pay for improvements.
No upfront cash required; 100% of the cost of improvement is provided including evaluation & design, equipment and labor, professional fees.
Preserves business cash & capital budgets.
Off-balance sheet financing.
Building life is extended.
Building becomes energy efficient, providing good stewardship of resources.

Energy Loan Process
Submit application with 3 years of business financials, current year budget, 2 years electrical & natural gas data.
Arrange site visit & facility walkthrough with qualified architect, engineer or contractor.
Determine needed improvements, cost estimates & energy savings.
Execute term sheet
CFFA approval
City action
Closing of financing

Proposed Trivium Project: The Site
350 W. Wilson Bridge Road
Vacant 53,000 square foot office building
Being converted to Class A office building

Proposed Trivium Project: The Project
Interior and exterior high-efficiency LED lighting
HVAC upgrades
Building envelope upgrades
Estimated annual energy savings: $37,000 or 49.8%

Proposed Trivium Project: Financing
Total Office Rehab Project Costs: $9m
Total PACE Project Costs: $325,000
PACE Repayment: Semi-annual special assessments of $16,500 for 14 years; special assessments include principal repayment and implied 4.5% interest rate

Proposed Trivium Project: City Role
Existing Columbus Regional Energy Special Improvement District can be expanded to administer this project
City must by resolution approve a petition, supplemental plan, and amendment to articles of incorporation to do so

Proposed Trivium Project: City Role
City also levies the special assessments by passing three pieces of legislation
Resolution of Necessity
• Ordinance to Proceed
• Ordinance Levying Assessments
  ➢ Note: these are the same as for any special assessment
  ➢ The City will also be a party to two agreements:
  • Energy Project Cooperative Agreement
  • Special Assessment Agreement
  ➢ These allow for the transfer of the special assessments from the City to the Finance Authority

Ms. Carter Ryan reiterated that from the developer’s perspective this is a smaller piece of a bigger project. Anything that helps them become more efficient in terms of the use of their capital stack, it is an expensive project for the size of building that it is. It helps them be more efficient in terms of how they use their money. It allows them to make the types of improvements they would like for the building to have and still be able to meet some of their return investment type of numbers. We see it as a win-win for everyone and think the project is a really exciting one and one that we would like to move forward with.

Ms. Carter Ryan shared that the Finance Authority has been up and running for ten years. They have issued approximately $1.2B worth of financing. They have done many projects in central Ohio but this would be the first one in the city of Worthington. She has done a great deal of work with Matt, Robyn, and David (formerly with Jeff) so she is really excited to be involved in something in the city of Worthington. That is an interested economic development financing structure assuming that the Council agrees and we are able to move forward with these ordinances.

Mr. Norstrom commented that the City becomes a party to the agreement but we don’t assume any liabilities. Ms. Carter Ryan agreed.

Mr. Myers stated the nonprofit that governs this, the current governing council that is in place in Columbus and we are just. . . Ms. Carter Ryan shared that Council will actually be appointing two members, who will have a role on that board.

Ms. Dorothy stated that this agreement is with the owner of the building and will go if Trivium sells the building. Ms. Carter Ryan reported the agreement stays with the building.

Ms. Dorothy asked for clarification on how the money flows. Ms. Carter Ryan explained that it is like a property tax. It will be collected like a property tax by the County Auditor, then distributed to the City, who will then distribute it to the Finance Authority to pay off the debt. Ms. Dorothy commented that the people who will be receiving the savings are the ones who are paying the reduced level of the energy bill. Ms. Carter Ryan agreed. She explained the process in greater detail.

Mr. Troper asked how the interest rate was set. Ms. Carter Ryan replied that it is set by the Finance Authority for this particular project. They have three different sources of
funds to basically make the loan. Franklin County, through its Smart Works program has granted us $5,000,000 to make loans so far. The Finance Authority has committed approximately $1,000,000 of its own money to make loans. Finally we have our own rated bond fund that allows us access to the National Capital Markets so our goal is to take smaller projects like this one, bundle them together with other projects and then go to the markets and sell those to recapitalize our funds so that we always have a continuing source of financing for projects. They set the rates internally with the help of their financial advisor. They try to set the rates knowing that at some point they will bundle them. They need to understand what they think the rates will be at some point in the future when they want to sell that debt.

Mr. Troper asked what the previous rate was. Ms. Carter Ryan replied that it was 4.35% for a $3.2M financing bond for the PNC Plaza.

Michael Bates, 6560 Evening St.
Mr. Bates commented that this sounds like an overlay to an existing government processes. He asked what kind of enforcement authority PACE has as far as collecting the taxes and any other kind of enforcement. Ms. Carter Ryan replied that because it has the look and feel of a property tax, they have rights to foreclosure. If in fact they don’t pay the special assessment they can move forward with that. Because this is a small piece of the entire project, what frequently happens is that they have to have the lender consent for the project. What would happen if there was an action of foreclosure is that typically the bank would pay us off and then they would continue to work because they have a security interest in this building.

There being no additional comments, the motion to adopt Resolution No. 41-2016 carried unanimously by a voice vote.

Resolution No. 42-2016
Approving the Necessity of Acquiring, Constructing, and Improving Certain Public Improvements in the City of Worthington, Ohio in Cooperation with the Columbus Regional Energy Special Improvement District (350 W. Wilson Bridge Road).

Introduced by Mr. Norstrom.

MOTION
Mr. Smith made a motion to adopt Resolution No. 42-2016. The motion was seconded by Mr. Myers.

Ms. Fox commented that this piece of legislation is just declaring a necessity for the special assessment. It declares a public purpose for working with the property owner and the Finance Authority through this PACE financing for these energy efficiencies. It is just another step in the process for the assessment.

Ms. Dorothy noted that in Section 6, it states that the portion of the costs of the Project allocable to the City will be zero percent (0%).
Mr. Greeson noted that the City doesn’t use special assessments very often. If we do in the future we would follow a similar process as presented this evening. Ms. Fox agreed.

Mr. Myers commented that this special assessment is different in that the property owner requested it. Ms. Fox added that it is different because many of the formalities are waived. It is a function of us passing legislation, working with the County and the Authority for the transfer of those special assessments. We also have to certify all of this legislation to the County auditor’s office so they can place the assessment on the rolls.

There being no additional comments, the motion to adopt Resolution No. 42-2016 carried unanimously by a voice vote.

**Ordinance No. 34-2016**
Determining to Proceed with the Acquisition, Construction, and Improvement of Certain Public Improvements in the City of Worthington, Ohio in Cooperation with the Columbus Regional Energy Special Improvement District (350 W. Wilson Bridge Road).

*Introduced by Mr. Myers.*

**Ordinance No. 35-2016**
Levying Special Assessments for the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in the City of Worthington, Ohio in Cooperation with the Columbus Regional Energy Special Improvement District (350 W. Wilson Bridge Road)

*Introduced by Ms. Dorothy.*

**Ordinance No. 36-2016**
Authorizing and Approving an Energy Project Cooperative Agreement by and Between the City of Worthington, Ohio, the Columbus Regional Energy Special Improvement District, Trivium Worthington LLC, and the Columbus-Franklin County Finance Authority, a Special Assessment Agreement by and Between the City of Worthington, Ohio, the Treasurer of Franklin County, Ohio, the Columbus Regional Energy Special Improvement District, and Trivium Worthington LLC, and Related Agreements, All of Which Provide for the Financing of Special Energy Improvements Projects (350 W. Wilson Bridge Road).

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

Mr. Myers commented that this is a good example of why the Charter revisions need to be enacted because one of the revisions that we are asking for is to shorten the title of ordinances that are read into the record. He thinks that would have made everyone’s life much easier, especially President Michael. So please vote “yes” on the Charter amendments.

Mr. Greeson thanked Council for all of their work on the 350 West Wilson Bridge Road project as well as Ms. Fox, Ms. Stewart, Mr. Harris, and Mr. McCorkle. He thinks they have just done the final piece of one of the most interesting economic development projects he has worked on and probably even in the region. In a sense it has a little bit of TIF, some County land bank involvement, a traditional Economic Development Agreement, and now the use of PACE in order to accomplish the renovation of what was a long vacant building. That is about as complex and interesting as it can get on a project on this.

REPORTS OF CITY OFFICIALS

Discussion Item(s)

Mr. Greeson commented that tonight we are really beginning the budget process in earnest. Last week staff distributed the Capital Improvements Program (CIP), which is a five year program from 2017 – 2021. He believes the Operating Budgets were distributed this evening at members’ places. That information will be discussed in upcoming meetings. This evening staff wants to cover the CIP. He invited Ms. Stewart to provide the overview as she was the leader in preparing this document.

Ms. Stewart thought members’ might be interested in learning the status of the projects and equipment approved in last year’s 2016 CIP so she left a status report on those items at members’ places this evening. Staff would be happy to answer any questions members may have.

Ms. Stewart shared the following PowerPoint presentation:

2017 – 2021
Proposed Capital Improvements Program & Debt Discussion

Presentation Goals

• Discuss overarching trends in the proposed CIP
• Review the cash flow projections and the financial forecast for the CIP Fund
• Discuss the City’s current and projected debt
• Discuss the impacts of the CIP’s financial constraints
• If desired by City Council, discuss specific projects and equipment
– Status report on 2016 projects and equipment
– Overview the 2017 projects and equipment
– Highlight projects and equipment for 2018-2021

Trends in the CIP

• Investments primarily focused on maintaining existing infrastructure
• Very financially constrained for a number of reasons
  – Final five years of Community Center/Police Station debt
  – New debt associated primarily with mandated sewer projects
  – Equipment purchases delayed during recession
  – Building projects associated with age of buildings

Overview of Proposed CIP

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>Total</th>
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<tbody>
<tr>
<td>Projects</td>
<td>$9,318,713</td>
<td>$3,597,900</td>
<td>$13,913,026</td>
<td>$2,898,500</td>
<td>$3,122,680</td>
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<td>Equipment</td>
<td>$1,473,000</td>
<td>$1,724,200</td>
<td>$1,197,200</td>
<td>$1,012,500</td>
<td>$1,143,000</td>
<td>$6,549,900</td>
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<tr>
<td>Total</td>
<td>$10,791,713</td>
<td>$5,322,100</td>
<td>$15,110,226</td>
<td>$3,911,000</td>
<td>$4,265,680</td>
<td>$39,400,719</td>
</tr>
</tbody>
</table>

Ms. Stewart shared that the spikes in 2017 and 2019 are primarily because of the northeast gateway project. In 2017 we are planning for right-of-way acquisition and utility relocation with construction in 2019.

City’s Share of Proposed CIP

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost</td>
<td>$10,791,713</td>
<td>$5,322,100</td>
<td>$15,110,226</td>
<td>$3,911,000</td>
<td>$4,265,680</td>
<td>$39,400,719</td>
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<tr>
<td>City Sources</td>
<td>$8,199,663</td>
<td>$4,882,100</td>
<td>$6,057,405</td>
<td>$3,486,000</td>
<td>$2,925,500</td>
<td>$25,550,668</td>
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<tr>
<td>% City Share</td>
<td>76.0%</td>
<td>91.7%</td>
<td>40.1%</td>
<td>89.1%</td>
<td>68.6%</td>
<td>64.8%</td>
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</tbody>
</table>
Ms. Stewart reported that this chart looks at how much we are able to leverage other money that is outside the city’s revenue sources. It is rather up and down and mostly driven by the northeast gateway project that includes federal funds.

Allocation of CIP Project Expenses

This chart shows the various categories of projects. This type of grouping helps staff evaluate and access the types of projects we are looking at. Ms. Stewart explained the five groups in greater detail.

Ms. Dorothy noted there being no additional waterline repairs other than the assessment we get from the city of Columbus. She concluded that we will not be replacing any of the aging infrastructure in any of the neighborhoods. Ms. Stewart agreed that currently there are no waterline projects in the CIP. In order for projects that might be considered, staff would need to evaluate the break history and frequency and evaluate what projects would be involved with those.
Mr. Whited noted that staff has begun working with the city of Columbus to get break history information. Rob Whetmore, GIS Manager is currently mapping that information. We would like to put characteristics with that such as size, level of break, impact of that break, etc. so they can prioritize what that future break history may be based on past history and then indicate what would be the best use of our money. Then we will begin allocating funds towards that project in combination with the city of Columbus as well. We would also coordinate it with roadway work that would be occurring at the same time. He thinks that is something that needs to be looked at.

Expenditure Categories – CIP Fund

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
<th>Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$5,097,442</td>
<td>$5,091,523</td>
</tr>
<tr>
<td>2018</td>
<td>$5,421,191</td>
<td>$5,447,132</td>
</tr>
<tr>
<td>2019</td>
<td>$5,322,096</td>
<td>$5,305,774</td>
</tr>
<tr>
<td>2020</td>
<td>$5,451,148</td>
<td>$5,153,447</td>
</tr>
<tr>
<td>2021</td>
<td>$5,583,426</td>
<td>$5,002,922</td>
</tr>
</tbody>
</table>

Ms. Stewart shared that up to this point she has mostly been talking about the CIP as a whole regardless of the funding source. At this point she has several slides and wants to talk about our CIP Fund. This is the fund where most of the city’s revenue and expenses for these projects come from. Those revenues float through this fund and this slide looks at what the financial picture for that fund.

There are four categories of expenditures in that fund. They include Projects and Equipment but we also pay the City’s Debt and our debt payments out of this fund. There are also some administrative expenditures associated with our capital investments.
Ms. Stewart reported that debt service will increase over the five year period because we plan to issue additional debt that will result in additional debt payments.

Five Year Forecast – CIP Fund

<table>
<thead>
<tr>
<th></th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Revenue</td>
<td>$5,097,442</td>
<td>$5,421,191</td>
<td>$5,322,096</td>
<td>$5,451,148</td>
<td>$5,583,426</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>$5,091,523</td>
<td>$5,447,132</td>
<td>$5,305,774</td>
<td>$5,153,447</td>
<td>$5,002,922</td>
</tr>
<tr>
<td>Fund Balance (FB)</td>
<td>$3,905,919</td>
<td>$3,879,978</td>
<td>$3,896,300</td>
<td>$4,194,000</td>
<td>$4,774,504</td>
</tr>
<tr>
<td>FB as % of Budget</td>
<td>76.7%</td>
<td>71.2%</td>
<td>73.4%</td>
<td>81.4%</td>
<td>95.4%</td>
</tr>
</tbody>
</table>
Ms. Stewart noted that since we are starting the year with a fund balance that is less than expenditures we are not able to build that fund balance to bring it up to expenditures. She has talked with Ms. Roberts and they feel this is manageable and won’t hinder our cash flow with projects and equipment but she wanted to note that we are not meeting our goal for that.

Financial constraints led to . . .

- Spreading of projects across years
  - Old Worthington Street Light & Mast Arm Rehabilitation
  - Fuel Dispensing System & Tank Farm
  - Community Center Parking Lot Reconstruction
  - CBD Paver Renovation
- The number of bonded projects (would likely pay cash is more cash were available)
  - Municipal Building Windows & Doors ($100,000)
  - Fire Station Roof ($295,000)
  - Central District Sanitary Sewer Projects
  - North Districts Sanitary Sewer Projects

Financial constraints led to . . .

- Limitation in funding for projects (increasing from $50,000 to $75,000 a year)
  - Maintenance of City buildings
  - Security improvements at City buildings
  - Bike & pedestrian enhancements
  - Parks Master Plan recommendations
- Lack of funding for new initiatives
  - Assemblage of property for economic development purposes
  - Enhancement of City’s gateways
Ms. Stewart is sure there are probably other ideas that people could think of that would be fun to pursue as new initiatives but the tight financial situation in the CIP has really limited what we have proposed.

Mr. Greeson shared that the constraints was an attempt to address Mr. Myers’ question from a few weeks ago when he said to tell members what we are not able to do or what we would like to be able to do. We wanted to try to respond constructively to that question. Mr. Myers replied that he appreciates that.

**Debt Information**

**Current Debt Obligations**

- 2015 Refunding Bonds (Police Division & Community Center Improvements)
  - Maturing 12/01/2021
  - Interest: 1.62%
  - Original Issuance $4,590,000
  - Remaining Principal as of 1/1/2017: $3,780,000
  - Principal Payment Due in 2017: $740,000
  - Interest Payment Due in 2017: $61,236

**Debt Information**

**Current Debt Obligations Continued**

- OPWC 0% Loan Issued 2/15/2008 – ADA Ramps
  - Interest: 0%
  - Original Issuance $ 156,201
  - Remaining Principal Due as of 1/1/2017: $85,910.55
  - Annual Payments: $7,810.06
- OPWC 0% Loan Issued 7/1/2015 – Kenyonbrook Sanitary Sewer Improvements
  - Interest: 0%
  - Original Issuance $ 612,816
  - Remaining Principal Due as of 1/1/2017: $582,175.16
  - Annual Payments: $20,428

**Debt Information**

**Current Debt Obligations Continued**

- Bond Anticipation Note Renewal Issued 01/19/2016
  - Maturing 01/18/2017 – Ladder Truck Purchase, Davis Estates Waterline Improvement and Community Center Window Replacement Projects.
  - Interest: 1.40%
  - Current Issuance: $1,560,000
  - Interest Payment Due in 2017: $21,840
  - Principal Payment: $100,000
Debt Information

Current Projects to be Bonded (2015 and 2016 projects)

- Basin 6 & 8 Sanitary Sewer Repairs - $150,000
- Huntley/Wilson Bridge/Worthington Galena Intersection Design - $600,000
- Central District Sanitary Sewer Repairs - $250,000
- Central District Sanitary Sewer Improvements - $300,000

Debt Information

Future Proposed Debt Issuance Projects

- Sewer Projects (2017-2021 Proposed CIP):
  - Northbrook Relief Sewer - $460,000
  - Central District Sanitary Sewer Rehab – Morning Street - $215,000
  - Central District Sanitary Sewer Rehab – North St. & Hartford - $62,000
  - Central District Sanitary Sewer Rehab – North St., Hartford to Morning - $215,000
  - Central District Sanitary Sewer Rehab – North St., Morning to Ridgedale - $392,000
  - Kenyonbrook Sewer Trunk - $1,180,000
  - North Districts Sanitary Sewer Improvements - $500,000
  - North Districts Sanitary Sewer Repairs & Lining - $250,000

- Other Projects (2017-2021 Proposed CIP):
  - Community Center HVAC Improvements - $900,000
  - Community Center South End Roof Replacement - $903,000
  - Huntley/Wilson Bridge/Worthington Galena Intersection - $2,654,218
  - Wilson Bridge Road Corridor Enhancements - $800,000
  - Fire Station Roof Replacement - $295,000
  - Municipal Building Windows & Doors - $100,000

Mr. Norstrom commented that Hardy Way will not be bonded. Ms. Stewart replied that we are not currently showing it to be bonded.

Ms. Stewart shared that the next couple of items are actually in response to Mr. Norstrom’s question about whether or not we are looking at lower interest rates and taking advantage of those before they increase. We have been looking at what we are prepared to issue long term bonds for. The balance here is making sure we can lock in some lower interest rate but at the same time making sure that we have solid enough cost numbers that we aren’t borrowing either less than we need to execute the projects or more than we need and then end up having to pay penalties because we borrowed money and didn’t spend it on capital. We have gone through and looked at our current plans for debt and looked at what we could do with a bond issue in January 2017. The next slide will show what we plan to do temporary notes for.
Mr. Norstrom commented that we could also issue bonds for the repaving that we do every year. So we’ve got something like $875,000 that we could add for three years to this list. If he understands correctly, basically with the extended payment, especially with these kind of ridiculous interest rates, will free up significant cash to help ease our cash flow problem. Ms. Stewart agreed that it could but it would also add to our debt service and constrain those out years in the CIP even more. Mr. Norstrom agreed. He added that at 1% interest, the cost of doing certain projects now versus waiting two or three years with the normal inflation that will occur will mean that it would be less expensive to pull things forward and do them at 1% cost rather than do them three or four years out where the price will be 8 to 10% higher than it will be now.

Ms. Stewart shared that something like our street program is geared around the age of the streets and when they are ready to be done. There may be some that could be layered on but it is also setting us up in the future for having many streets that need reworked.

Mr. Norstrom knows that $875,000 is just set for streets. Several years ago we pulled some of that forward to take advantage of the interest rates. If we were to pull another $200,000 forward per year for a couple of years, he asked if that would hurt us twenty years out. Mr. Whited replied that he can’t say it would hurt us. Certainly anything we could do to improve the condition of our roads now and extends the same level of life . . . that is not an easy question to answer in terms of the overall pavement condition of each individual road. Mr. Norstrom is aware that pavement life can vary. Mr. Whited agreed.

Mr. Norstrom commented that his point is that he believes we should put as much into bonding as we can now and look at projects that we can pull forward. He realizes that to do them could put some additional burden on the staff for managing a larger number of projects now but he thinks that it makes fiscal sense to do some of these projects sooner rather than later given the way the interest rates are.

Mr. Greeson thinks he is asking staff to analyze whether it would be cost advantageous to pull anything forward, issue long term notes and then pay them off in the year that we were originally going to do the work. Mr. Norstrom agreed. He added that staff can look at both long and short term notes but at these very low interest rates long term paying them off, we are paying them off with cheaper money ten years from now. From a pure fiscal point of view he thinks it may make a lot more sense to use long term rather than short term.

Ms. Stewart added that the other tradeoff is then you are constraining future years because of the debt service. As a staff we have been trying to balance how much we are bonding versus what we are paying cash for so that there is still cash available in future years to be able to do projects and equipment.
Next Steps – Debt Strategy

By January 2017

• Issue bonds to include:
  – Current bond anticipation notes for the ladder truck, Davis Estates waterline and Community Center windows
  – Basins 6 & 8 Sanitary Sewer Repairs
  – Northeast Gateway Design
  – Central District Sanitary Sewer Repairs & Improvements

Next Steps – Debt Strategy

In 2017

• Issue temporary notes to include:
  – Northbrook Relief Sewer Phase II
  – Central District Projects (4)
  – Community Center HVAC Improvements
  – Community Center South End Roof
  – Northeast Gateway (Right of Way Acquisition & Utility Relocation)
  – Wilson Bridge Corridor Enhancements

Ms. Stewart shared that the temporary notes could then be rolled into longer term bonds after the projects are underway and we have solid cost amounts.

That concluded the presentation. Mrs. Stewart stated that she would be happy to discuss specific projects or equipment in the CIP or specific years.

Mr. Norstrom mentioned the West Dublin-Granville Road study that is currently underway. He doesn’t see anything in the CIP that would provide funds for the results of that study. Mr. Greeson agreed that no funds were listed because staff doesn’t have enough information at this point. He then provided a brief update on the study.

Mr. Norstrom pointed out that it is hanging out there. Mr. Greeson agreed. He views that whole corridor as a long term effort that would probably require federal funding applications.

Ms. Stewart thinks we may know more at this time next year when we are talking about the 2018 – 2022 CIP and can incorporate into that discussion.

Ms. Michael asked if there is anything being done for the intersection of SR-161 and Linworth. Mr. Greeson replied that there is nothing in the current 5-year CIP nor do we know what we would set aside for that.

Ms. Michael asked if additional easement was purchase with UDF development. Mr. Brown shared that since that project was half Columbus and half Worthington, Columbus required right of way dedication on Linworth and on SR-161. Part of those
improvements was for a southbound, left turn onto SR-161 as well as sidewalks. Members will see some improvements as that site starts to redevelop but you will see the vehicular improvement and pedestrian improvements as part of that as well.

Ms. Dorothy asked when we will find out about the Northeast Gateway funding. Ms. Stewart shared that she and Mr. Whited attended a meeting of the Attributable Funding Committee last week and they released the preliminary scoring for the projects. The Northeast Gateway actually received the most points in its category. We are now in the period where communities can review their scores and ask for clarification and make points for that. Over the next month MORPC will be receiving those comments and reacting to them. There is another meeting in November when we will hear about any updated scoring and they will begin talking about how they will allocate funds across the various projects. Then it will become clearer about what projects are likely to be funded. We also heard the scoring for our Wilson Bridge Corridor application which related to the streetscaping and the extension of the trail along East Wilson Bridge Road. There were five projects in its category and it received the third highest number of votes. Mr. Greeson added that the Wilson Bridge Corridor application is in the bike and pedestrian category and the intersection is in the major widening category.

Mr. Myers commented that as he looks at the numbers, you’re projecting an average of a $500,000 per year revenue increase over the next five years, which translates into $100,000 into the CIP. Realistically, he asked what the likelihood of that happening is. We are in the fifth year of an expansion and while it hasn’t been a particularly robust expansion we are in an expansion. We are ready to tank. Sometime in the next three years we are going to see a recession if we are still in a cyclical economy. He thinks the next President, regardless of who it is, will see a recession regardless of what they do if we stay in a cyclical economy. He asked what our fallback is. Ms. Stewart believes that Ms. Roberts factored in a 2 ½% growth in revenue. We receive monthly reports on income tax. Some months we are up and some we are down but we track the cumulative. She thinks that particularly in the operating side we rely on the fund balance, if we have a downturn to help weather some of that. In the CIP we would do the same thing but obviously our fund balance would be tighter here. The other thing that she saw when the recession occurred the last time is that mid-year we stopped making some of the purchases that we hadn’t already committed to.

Mr. Myers shared that part of his question is really to set some expectations. He thinks we may sometime in the next four years encounter some adjustments. Mr. Greeson commented if members read his budget message, he thinks Mr. Myers is making the argument for maintaining a strong fund balance because we are dependent on 73% of our revenue coming from income taxes. It is less diversified than it was a number of years ago when we had more state funding. We depend primarily on that so we are particularly vulnerable to fluctuations in people’s pay or the total number of jobs that are occurring in Worthington. That makes the fund balance important in terms of having some capability to weather that as we make decisions. Mr. Myers agreed. He doesn’t expect anything like 2008 again. He understands that when you are looking five years out it is a crystal ball. With the way the market has been over the last year and a half nobody can
predict tomorrow with the volatility that we have seen let alone five years down the road. He is just saying that we need to be nimble and prepared because it could be even tighter than it looks now.

Mr. Myers also thinks the Improvement to Basic Service category is generous. He thinks some of those are playground replacements. He doesn’t consider keeping something from falling down an improvement. His point is that our Discretionary Improvement spending at about 5% or 6% of our entire capital budget, which isn’t much on this side of the house. Most of it goes to maintain what we have. If we have an opportunity to build a better playground than we have and spend a little bit more money, we are doing that. That would be an improvement but he thinks for the most part this is a status quo budget, with the exception of what is occurring on the north side of town and some little things.

Mr. Myers then asked Mr. Hurley about pickleball. He understands that it looks like a really cool game that he doesn’t play. We are looking at a pickleball court four or five years out. He asked if that will be too late. Mr. Hurley acknowledged that it has come fast and furious. Mr. Myers stated he is always suspicious of things like that that might be trendy. Mr. Hurley replied that there are several things going on. They recently relocated six temporary pickleball (pickleball painted on a tennis court) courts from Wilson Hill down to the parkland because of complaints from the Wilson Hill neighbors about people showing up at 6:00 a.m. and blowing off courts. There were several complaints over the Labor Day weekend so it is a good problem. They will occupy both gyms at the community center in the winter time. Mr. Hurley shared that they hoped to transition a complete set of tennis courts to pickleball courts because of the interest however research done by staff showed that they are very heavily used and they did not feel like they could take over an existing set of tennis courts. The number that is in the budget, yes we did push it out a little bit in an effort to make the numbers work but in the meantime that number could be a lot less if we could find existing pavement to do it. He has been meeting with the schools and other places around the community where we think there is existing asphalt. We are hopeful that we might find a partnership or a way to move that up. That is a long winded answer to the question. He is not sure if that is too late but certainly the sooner the better. Mr. Myers concluded that it is something that is in the hopper. Mr. Hurley agreed. It is something that is driving demand. It is not just a Worthington thing. It is across the country.

Mr. Myers stated that his other park question, he noticed in 2017 Parks have budgeted $20,000 for a McCord Park study. Then in 2019 there is $200,000 budgeted for McCord Park playground. He asked if the $200,000 is just a place filler or is that really what we plan to spend on a playground in 2019. Mr. Hurley replied that the McCord Park playground was actually in the budget for this year as well as six years ago when he first arrived. In their park planning process the Parks and Rec Commission they have been talking about having a comprehensive renovation to McCord Park for quite a while. It came out of the CIP when he arrived and with the recession. The Commission would actually like to have a consultant look at the park to determine what should occur at that location. They wanted to wait until the study was done to decide about the playground.
Mr. Myers commented that the Wilson Bridge Road Park was originally done, in his mind, as a softball park. Having been to many softball parks over the years, he feels that it was ill-conceived when it was built. Only having four diamonds makes it even more ill-conceived. Most of them now like Pickerington with a center tower and netting. He doesn’t know how many times he has been hit with softballs at that park. If it is going to remain a softball park with four diamonds then it needs to be completely reconfigured, which is a great deal more than $200,000. Mr. Hurley agreed. He thinks that is one of the many things that will come out of that study. They wanted to buy some time to determine the right approach.

Mr. Norstrom commented that after skimming the operating budget, staff is projecting 2½% growth. He asked if that factors in the development that is happening within the community, especially with regard to wage taxes. Mr. Roberts reported it being a conservative estimate that factors in both growth and attrition.

Ms. Michael commented that all of the items in the five year CIP are all city of Worthington in that it is within city boundaries or it is under the jurisdiction of the city. It doesn’t include anything for outside entities. Mr. Greeson agreed. Ms. Michael stated that if an entity came and asked for funding we would have to rearrange what is presented here. Mr. Greeson agreed.

Mr. Greeson shared that process wise, staff is introducing this CIP this evening. He thinks there has been a good discussion. If anyone has questions about any of these projects or any of these categories and want to discuss it, please contact staff. If it is something that needs more agenda specific, we would want to do that sooner rather than later. The information is already available online. We will deal with any public/Council comments/questions and try to answer those. Otherwise, he thinks we will probably vote on it with a bundle of other legislation in early December.

Ms. Michael asked if the Alrojo / Samada sanitary sewer was really going to be put into place over the next year or is that just to the study. Ms. Stewart replied that is labeled as an assessment project so it would be contingent on the neighborhood wanting to pursue the assessment project. We put the design in the 2017 projects with construction later but again that is contingent on the neighborhood wanting to move forward with an assessment project to extend the sewer.

Mr. Norstrom asked what is meant by “the neighborhood wanting to move forward etc.” He asked if we poll the neighbors and take a vote. Ms. Michael commented that staff doesn’t know whether the residents want to be assessed for the project or not. In the past we have had neighbors that were interested in the completion of the improvements at Monterra, which resulted in an upsizing of a line that would allow sanitary sewage to be transported down to a trunk in the SR-315 right-of-way. Mr. Whited added that it can provide public sewers in areas that are currently on septic systems. It comes through Monterra/Michaela to the Columbus trunk line. Mr. Greeson shared that because the sewer lines accrue to the specific benefit of individual properties and property owners we traditionally would do those by special assessment. In the Alrojo/Samada area there are...
a number of properties that do not have sanitary sewer like on West Plesenton and other parts of west Worthington. We included as a possibility that neighbors may want to pursue that.

Mr. Norstrom stated that we would do the entire neighborhood. It wouldn’t be this neighbor wants to keep with the septic system and this neighbor wants to be attached. Mr. Greeson replied not unless there is some particular easy way to do that. Generally we would have to design a project and typically assess the entire project although there may be some exceptions to that. Mr. Norstrom commented that he understands.

Mr. Smith asked how it is determined whether to move on the project. He doesn’t think that part of the question was answered. He asked if a poll is taken or does someone go door to door. Mr. Greeson replied that usually there is a neighborhood leader that emerges who wants to pursue it. Mr. Smith commented that if they rally troops from the neighborhood then it happens. Mr. Greeson agreed. A couple of years ago there were residents from Plesenton that were interested in it. They had us out and staff made a presentation in one of the homes. It was attended by the neighbors who also held subsequent meetings as a group without staff. It resulted in a split vote with no neighborhood pursuit of the assessment or the project.

Mr. Norstrom shared that is why he raised the issue. He asked if something has changed. Mr. Greeson replied that this is a different neighborhood.

Ms. Michael shared that she has spoken with many people in the Samada area just south of SR-161 who were asking about what was happening as they were interested in getting off of septic system. She had some ask what the timing is going to be to know if they needed to renew their septic system or have the opportunity to hook into the other system this way. She thinks we have two different areas who might have two different views. We could have projects that are designed accordingly.

Mr. Greeson commented that at this juncture staff hasn’t initiated any outreach in that neighborhood. He is also not aware of any contacts to staff on that subject. We always include it as a possibility. Ms. Stewart added that it was included because with the Monterra sewer being finished it now creates the opportunity if the neighborhood is interested in moving forward and we would have some design costs associated with that. But it is not clear whether that project will actually move forward. Ms. Michael commented that many have waited a long time for the Monterra project to get finished.

Mr. Troper asked how it was determined that a new restroom facility was needed at the Olentangy Parkland versus the existing facilities. Mr. Hurley shared that it was another one of the projects that came forward through the park planning process that the Commission has been working on. That restroom facility was one of the most popular things both in their brainstorming sessions and in the public feedback. It is a community oriented park in that it drives large amounts of community activity. The heavy use of that park drives the recommendation.
Molly Roberts, Finance Director presented the following information:

Third Quarter 2016
Financial Report – All Funds

1/1/2016 Beginning Fund Balances: $21,263,095
   Total Actual Revenue: $28,948,705
   Total Actual Expenditures: $26,462,461
9/30/2016 Fund Balances: $23,749,338

Third Quarter 2016
All Fund Summary

- Year to date revenues exceeded expenditures by $2,486,243.
- Expenditures exceeded revenues by $1,217,090 for the month of September.
- Expenditures tracked at 91.2%.
- Revenues for all funds are above 2015 revenues by $820,639 and above estimates by $968,542.

Third Quarter 2016
General Fund Summary

1/1/2016 Beginning General Fund Balance: $11,250,077
   Total General Fund Revenue: $20,458,138
   Total General Fund Expenditures: $19,628,959
9/30/2016 General Fund Balance: $12,079,256
Third Quarter 2016
General Fund Summary

- Year to date revenues exceeded expenditures by $829,179.
- September expenditures exceeded revenues by $642,567.

Mr. Roberts noted that September was a three pay month for us, which is directly related to why expenditures exceeded revenues for the month.

- Expenditures tracked at 94.45%.
- Year to date revenues are below estimates by $166,303 and above 2015 year to date revenues by $475,192.
- Income tax collections are above year to date 2015 collections by $610,210 or 3.34%.
- Income tax collections are above estimates by $360,469 or 1.95%.

2016 General Fund
Third Quarter Revenue

<table>
<thead>
<tr>
<th>General Fund Revenue</th>
<th>Budgeted Revenue</th>
<th>Actual Collections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Income Tax</td>
<td>$14,801,416</td>
<td>$15,089,791</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$2,710,000</td>
<td>$2,584,732</td>
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<tr>
<td>Local Government</td>
<td>$262,500</td>
<td>$298,206</td>
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<tr>
<td>Inheritance Tax</td>
<td>$0</td>
<td>$187</td>
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<tr>
<td>Interest Income</td>
<td>$63,750</td>
<td>$98,015</td>
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<tr>
<td>Fines &amp; Forfeitures</td>
<td>$195,000</td>
<td>$125,394</td>
</tr>
<tr>
<td>Township Fire Service</td>
<td>$287,500</td>
<td>$286,199</td>
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<tr>
<td>Community Center Member</td>
<td>$1,072,500</td>
<td>$934,218</td>
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<tr>
<td>EMS Transport</td>
<td>$450,000</td>
<td>$332,190</td>
</tr>
<tr>
<td>All Other Revenue</td>
<td>$781,775</td>
<td>$709,289</td>
</tr>
<tr>
<td></td>
<td>$20,624,441</td>
<td>$20,458,138</td>
</tr>
</tbody>
</table>

Ms. Roberts noted that the General Fund Revenues and Expenditures are detailed on page 4 of the September Report. The other revenues that are attributing to the decline even though our Income tax is trending above projections, we have several larger revenue lines that are trending slight below. One is property tax at about $125,000. She has a call in to the Franklin County Auditor to see what the correlation is to that decline but she believes it is related to delinquencies. We are also slightly below in Community Center Membership and Programming. She believes that is also attributed to timing and registration. Mr. Hurley confirmed that to be the case.

Ms. Roberts shared that EMS Transports are also down about 26%. Chief Highley shared that there are several issues related to the decline. One is that as the health care system is evolving, the reimbursement rates for medical transports are changing. There
is a national trend that is down about 20% to 25%. Also while there is not usually a lot of high reimbursement runs, one of the things that has changed over the last five months is the city of Columbus has implemented peak demand. What EMS units actually do is set a standard for activity of a medic unit and once it exceeds that they add another medic to that area. Station 6 will have two medics running out of that station permanently now, which has also increased our run volume by about 15%, possibly a little bit more. Also as the structure of insurance changes some of our reimbursements change because we still use a soft billing concept, along with the majority of EMS community in Franklin County to where we do not collect deductibles from residents. With the creation of the high deductible health plan, you want to be the last guy in the billing line so that everybody else is collecting the deductible portion and then you are on the payer list from the insurance company.

Mr. Norstrom shared that he hasn’t had a chance of looking at the operating budget for next year but there are some policy implications within what was shared. He would like for staff to be prepared to discuss that during the budget discussion. He asked if members should just expect to have this lower level of revenue or are there things that Council needs to take action on. Chief Highley believes it to be a bit of a policy discussion when you start collecting directly out of pocket from people whereas in the past we have not. That will be a definite change to our system with some implication of the community. Mr. Norstrom concluded that revenues are down because of the way it is being billed. Chief Highley agreed.

Mr. Greeson added that he doesn’t believe staff has accurately actually factored this in the forecast we are showing in the operating budget so we will look at it a little more carefully with the Chief and be prepared to talk about that. He is not sure the decline has been factored into the five year forecast.

Ms. Dorothy stated that she is a little confused. She asked Chief Highley if he was talking about the shared use agreement with the 15% extra runs with Columbus. Chief Highley replied that we are having fewer EMS runs to the busier areas. Station 6 with Columbus where it use to have one EMS vehicle, it now has two. Ms. Dorothy concluded that we have less runs which means less reimbursements. Chief Highley agreed.

A pie chart was shown depicting the various General Fund Revenue Sources and identifying what percentage of revenue that each represents for the third quarter 2016. A slide of the same pie chart was shown for the third quarter 2015 for comparison.
2016 General Fund
Third Quarter Expenditures

<table>
<thead>
<tr>
<th>General Fund Expenditures</th>
<th>Budgeted Expenditures</th>
<th>Actual Expenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning &amp; Building</td>
<td>$552,533</td>
<td>$523,347</td>
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<tr>
<td>General Government</td>
<td>$5,307,914</td>
<td>$4,893,470</td>
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<tr>
<td>Fire Operations</td>
<td>$4,714,246</td>
<td>$4,558,540</td>
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<tr>
<td>Parks &amp; Recreation</td>
<td>$3,494,808</td>
<td>$3,416,125</td>
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<tr>
<td>Police Operations</td>
<td>$4,261,575</td>
<td>$4,024,841</td>
</tr>
<tr>
<td>Engineering/Service Dept</td>
<td>$1,910,291</td>
<td>$1,701,038</td>
</tr>
</tbody>
</table>

$20,241,367
$19,117,362

A pie chart was shown depicting the various General Fund Expenditures and identifying what percentage of expenses that each represents for the third quarter 2016. A slide of the same pie chart was shown for the third quarter 2015 for comparison.
Ms. Roberts requested an acceptance of the Financial Report for the record.

MOTION

Mr. Foust moved to accept the Financial Report as provided this evening. The motion was seconded by Mr. Myers.

There being no additional comments, the motion carried unanimously by a voice vote.

Mr. Greeson shared that Ms. Roberts and her staff do a great job and have been recognized by the Auditor of State with the Ohio Auditor of State Award. That basically means that we had a clean auditor. It was recently completed and it had no negative findings or management recommendations. He added that this isn’t the first time we have received the award but he thinks it is important to highlight it every time it is received. Mr. Myers congratulated the team. Other members added their congratulations as well.

Mrs. Thress shared that she received a phone call from a gentleman who has driven SR-161 every day for the last forty years. He was very appreciative of the recent repaving work and asked that his gratitude be shared with Council and staff.

Ms. Fox informed members that on Friday the printer that we had engaged delivered the charter review notifications to the post office for mailing to all of the voters who voted in the last general election. She thanked Mrs. Thress for her hard work as she was very instrumental in pairing the names to the households so we could reduce the number of mailings that we had to send out. That should be hitting the mailboxes sometime this week. She added that we will also be notifying people of information in the City
Newsletter. On October 18th is the Franklin County Consortium for Good Government where Sue Cave the Chairman of the Charter Review Commission is going to attend to speak to the charter amendments. We are getting the information out. There is also a great deal of information on the proposed charter amendments on our website. We hope that the information is getting out sufficiently.

REPORTS OF COUNCIL MEMBERS

Mr. Myers shared that he has had several citizens approach him about Council having a discussion and it is a suggestion that he thinks Mr. Smith and Mr. Troper both brought up at the time. While he doesn’t want to engage in the discussion tonight maybe members could be prepared either during the good of the order or as an agenda item next meeting to discuss whether members want to go on record in support of the charter review and the charter amendments that members’ cap any ask we might have for a salary increase, if it actually is approved, to give the voters an idea of what might be coming. People were somewhat taken back by the fact that it could be somewhat open-ended. He explained that council has always had the ability to give ourselves open-ended raises, all this did change the timing. That seemed to kind of get lost and some people actually said they would vote against it because of that and they weren’t going to be talked out of it. He thinks it is a meaningful discussion that members could have next meeting.

Ms. Michael shared that one of the individuals that she talked to suggested that council members consider pledging that they would not go beyond a certain amount. That would give voters some idea. So she has heard some of the same comments that Mr. Myers has in the same area. Mr. Troper liked the idea.

OTHER

EXECUTIVE SESSION

ADJOURNMENT

MOTION

Mr. Myers made a motion to adjourn. The motion was seconded by Mr. Troper.

The motion carried unanimously by a voice vote.

President Michael declared the meeting adjourned at 9:22 p.m.

Clerk of Council

APPROVED by the City Council, this 7th day of November, 2016.

Council President

City of Worthington
Meeting Minutes

Monday, October 17, 2016 ~ 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
Scott Myers, President Pro-Tempore
Rachael Dorothy
Douglas C. Foust
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, October 17, 2016, 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: Douglas Foust, Scott Myers, David Norstrom, Douglas K. Smith, Michael C. Troper and Bonnie D. Michael

Member(s) Absent: Rachael R. Dorothy

Also present: Clerk of Council D. Kay Thress, City Manager Matthew Greeson, Director of Law Pamela Fox, Assistant City Manager Robyn Stewart, Director of Finance Molly Roberts, Director of Public Service and Engineering Dan Whited, Director of Planning and Building Lee Brown, Director of Parks and Recreation Darren Hurley, and Chief of Fire Scott Highley

There were four visitors present.

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

VISITOR COMMENTS

President Michael acknowledged several students who were in attendance. She encouraged them to ask questions.

APPROVAL OF MINUTES

- Regular Meeting October 3, 2016

MOTION Mr. Foust made a motion to approve the aforementioned minutes as presented. The motion was seconded by Mr. Norstrom.

The motion to approve the minutes as presented carried unanimously.

PUBLIC HEARINGS ON LEGISLATION

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

Ordinance No. 34-2016 Determining to Proceed with the Acquisition, Construction, and Improvement of Certain Public Improvements in the City of Worthington, Ohio in Cooperation with the Columbus Regional Energy
Special Improvement District (350 W. Wilson Bridge Road).

The foregoing Ordinance Title was read.

Ms. Fox shared that the first two pieces of legislation are because of a statutory requirement associated with the PACE financing application for the 350 W. Wilson Bridge Road building that staff presented during last week’s Council meeting. She would be happy to answer any specific questions that members may have. Ordinance No. 34-2016 addresses the state statute that determines to proceed with these public improvements. Ordinance No. 35-2016 addresses levying the special assessments, which is statutory that would authorize the Finance Director to certify the ordinance down to the County Auditor. Ordinance No. 36-2016 authorizes the agreements for special energy assessments and the relationship among all of the parties that will set forth how the money will get from Trivium to the County, to the City and then to the Authority. Those agreements are on file with the City Clerk. If anybody has any questions other than what we talked about last week, she would be happy to try to answer those.

There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 34-2016. The motion carried by the following vote:

Yes  6  Foust, Troper, Norstrom, Smith, Myers and Michael

No  0

Ordinance No. 34-2016 was thereupon declared duly passed and is recorded in full in the appropriate record book.

Ordinance No. 35-2016

Levy Special Assessments for the Purpose of Acquiring, Constructing, and Improving Certain Public Improvements in the City of Worthington, Ohio in Cooperation with the Columbus Regional Energy Special Improvement District (350 W. Wilson Bridge Road)

The foregoing Ordinance Title was read.

Mr. Greeson shared additional information regarding the subject of these three pieces of legislation for the benefit of those in the audience.

There being no additional comments, the Clerk called the roll on the passage of Ordinance No. 35-2016. The motion carried by the following vote:

Yes  6  Troper, Norstrom, Smith, Myers, Foust, and Michael

No  0
Ordinance No. 35-2016 was thereupon declared duly passed and is recorded in full in the appropriate record book.

Ordinance No. 36-2016 Authorizing and Approving an Energy Project Cooperative Agreement by and Between the City of Worthington, Ohio, the Columbus Regional Energy Special Improvement District, Trivium Worthington LLC, and the Columbus-Franklin County Finance Authority, a Special Assessment Agreement by and Between the City of Worthington, Ohio, the Treasurer of Franklin County, Ohio, the Columbus Regional Energy Special Improvement District, and Trivium Worthington LLC, and Related Agreements, All of Which Provide for the Financing of Special Energy Improvements Projects (350 W. Wilson Bridge Road).

The foregoing Ordinance Title was read.

There being no questions or comments, the Clerk called the roll on the passage of Ordinance No. 36-2016. The motion carried by the following vote:

Yes 6 Norstrom, Smith, Myers, Foust, Troper, and Michael

No 0

Ordinance No. 36-2016 was thereupon declared duly passed and is recorded in full in the appropriate record book.

NEW LEGISLATION TO BE INTRODUCED

Resolution No. 45-2016 Authorizing the Award of Re-emergent Corridor Assistance Program Funds to Help Improve Facility Exterior Facade and Streetscape Along Certain of the City’s Commercial Corridors (7057-7069 Huntley Road & 7079-7085 Huntley Road).

Introduced by Mr. Smith.

MOTION Mr. Myers made a motion to adopt Resolution No. 45-2016. The motion was seconded by Mr. Troper.

Economic Development Manager David McCorkle began by providing a recap of the Re-Emergent Corridor Assistance Program (ReCAP). The legislation for consideration is one resolution but two separate applications for the buildings located at 7057–7069 Huntley Road and 7079–7085 Huntley Road.
Applicant Information

- **Applicant:** Worthington Galena LLC (Oxford Realty)
- **Site Address #1:** 7057-7059 Huntley Road
  - **Total Project Cost:** $47,642
  - **Award Amount:** $23,821
- **Site Address #2:** 7079-7085 Huntley Road
  - **Total Project Cost:** $45,238
  - **Award Amount:** $22,619

Mr. McCorkle shared that the only difference between the two projects is replacing the glass door front on one of the two buildings.

Applicant owns both buildings and has owned multiple buildings in the Worthington area over the last 40 years.

Current Condition
Scope of Work

- Stucco entryways (built up above the building line)
- Paint trim/doors
- Metal canopy over entryways and windows
- Window framing/trim
- New LED light fixtures – approximately 13 on each building
- Letter signage
- Planters
- Replace glass storefront on unit 7067

Conceptual Sketch (7057 – 7059)

Mr. McCorkle shared that the renderings were done through a contract with the Neighborhood Design Center. The structures in place, the metal overhang, the stucco finish, the planters, trim, lighting, letter signage will all be intact as shown but the color scheme will likely be darker. They have another building next door to these two buildings and the color scheme of the entryway is actually closer to brown so we will likely see the trim around the windows and doors brown instead of red.

Conceptual Sketch (7079 – 7085)
Mr. McCorkle shared that the CIC placed three stipulations on the approval of funding as follows:

1) Fund the applications as a package
2) The channel letter signage on the buildings needed to be consistent regardless of change out of tenants.
3) They were asked to update the two monument signs in the front of the buildings.

Mr. McCorkle reported that the applicant agreed to all of the stipulations.

Mr. Myers asked if there were any conditions placed on the channel letter signage as it relates to color, materials, or size of the lettering. Mr. McCorkle replied that the particulars have not yet been identified.

There being no additional comments, the motion to adopt Resolution No. 45-2016 carried unanimously by a voice vote.

Mr. Greeson shared that Resolution 46-2016 has been withdrawn.

**Ordinance No. 37-2016**

Authorizing the Worthington Community Improvement Corporation to Execute a Lease Agreement Between the WCIC and COhatch Worthington LLC for a Portion of the Kilbourne Building.

*Introduced by Mr. Foust.*

**Ordinance No. 38-2016**

Authorizing the City Manager to Enter into a Development Agreement with COhatch Worthington LLC for Development Services Associated with COhatch’s Co-Working and Makerspace Operations in the Kilbourne Building.

*Introduced by Mr. Norstrom.*

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

**REPORTS OF CITY OFFICIALS**

Policy Item(s)

- **Economic Development Transfer (TREX) of Liquor Permit**

Mr. Greeson provided background information on TREX.
Mr. Greeson shared that this application is for Bogata Pizza who will occupy a space in the new Linworth Shopping Center. Members previously declined to request a hearing regarding their D-1 and D-3 liquor permits at a previous meeting. This TREX would allow them to sell wine along with their liquor and beer. He believes they plan to open later this year or early next year.

Mr. Myers reported Bogata being one of the first tenants in this development. Mr. Greeson agreed.

**MOTION**

Mr. Smith a motion to endorse and acknowledge this transfer as an Economic Development Project. The motion was seconded by Mr. Myers.

The motion carried unanimously by a voice vote.

- Permission to Bid – Sewer Lining Project

Mr. Greeson shared that the City has been under the Ohio Environmental Protection Agency (OEPA) consent orders to study each of the sewage districts or basins in our City and then complete projects recommended by each of the studies. To date the Southeast Sewer Shed and the Central District have been studied. One of the projects recommended is a sewer lining project. He asked Mr. Whited to report on that project.

Mr. Whited reported that this project is an effort to do some repairs that were identified in the study that DLZ did for our sewer project as well as repair deficiencies in the sewers that staff discovered with our own equipment. The first picture below shows a broken pipe that has storm water flowing into the pipe through a small crack. The second picture shows an obstruction that was drilled into one of our pipes that will need to be removed and the pipe repaired. The last picture shows a completely broken pipe that will need repaired.

![Broken Pipe](image1)

![Obstruction](image2)

![Broken Pipe](image3)

Mr. Whited shared that most of the work to be done with cured in place liners, which runs a liner through the middle of the pipe and then go back and cut out the “y’s”. We hope to fix almost a mile worth of line with this project with most of that being 8” sewer. About a third is 12” sewer and the remainder is 10”. We hope to begin this project as
soon as possible once we get Council’s permission to bid. The estimate for the project is around $247,000. We hope to get the work moving soon to protect the integrity of our sewers and comply with EPA regulations.

Mr. Smith asked about the pipe that had the obstruction. Mr. Whited shared that a pole of some sort was drilled right into the pipe. The obstruction will be removed and then the sewer lined.

Mr. Myers asked if he had any kind of a guess as to how much money we save by lining rather than replacing. Mr. Whited replied that it depends greatly on the depth and size of the sewer but the savings is significant. Possibly $100 a foot or so.

At Mr. Greeson’s request, Mr. Whited shared the lining technology with members. It has to be done in certain weather conditions and has to be done by a certified installer as well.

When asked by a member of the audience if this lining system decreases the diameter of the pipes, Mr. Whited replied no. It is a very thin membrane so it doesn’t really affect the nominal diameter of the interior of the pipe. It does however reduce the friction so the water can actually move faster through the pipe. It is a cementitious liner which is not really concrete so it will not affect the diameter of the pipe.

**MOTION**

Mr. Troper made a motion to authorize staff to bid the project. The motion was seconded by Mr. Foust.

The motion carried unanimously by a voice vote.

- Permission to Bid – Refuse Contract

Ms. Fox shared that Rob Chandler attended a recent council meeting to ask for some direction about several of the provisions that staff wanted to include in the contract. Members should have received a copy of the draft of the instructions to bidders that contained pretty much all of the components of the agreement that we are looking at. It has been tweaked slightly but nothing substantial. There is an opportunity for bidders to bid a status quo bid, which is Friday collection with an 18 gallon bin, which has been our tradition for many years. They could offer an alternate collection day, to see if a different price may be offered. They could provide an alternate for the city’s rental and/or purchase of the 64 gallon recyclable containers as a surcharge per month per residential unit bid that we would get. Those are the primary components, otherwise the components are the same as seen in the past with residents being able to rent or lease those bins of any size that are available. The removal of the CFCs from the appliances, carryout service (if it’s requested by the resident) and if it becomes applicable billing services for the collection to the residences are all just standard components that we had in our last set of documents. Many of the municipalities around central Ohio have the same thing. We are looking to advertise for these bids this week and hope to open them on November 4th.
Mr. Troper asked why the bid is for three years with two, one year renewals or for a five year term. He asked what the history/logic is for doing it that way. Ms. Fox replied that the logic behind that is if we have a five year contract then we have a set amount for the full term. We don’t know what those numbers might be if we have a three year contract plus two one year renewals. The theory is that maybe with a three year contract, if the prices are different (more or less) we can kind of hold their feet to the fire with a renewal. If the price doesn’t come in as well as we wanted to see on a five year contract then maybe we would opt for a three year contract and then perhaps go out to bid after three years instead of waiting for a full five years, depending on what that cost is. That is a pretty standard way of bidding around central Ohio. It is what we did the last time. It was just that Local Waste bid the same number for three years with two, one year renewals as they did for five years so it really didn’t impact us one way or another.

Mr. Myers commented that ultimately the bid will come back to Council to approve. Ms. Fox agreed. She added that hopefully at the meeting of November 7th if everything goes well with the bids being opened the Friday before that meeting.

MOTION

Mr. Norstrom made a motion to authorize staff to bid for refuse services. The motion was seconded by Mr. Smith. The motion carried unanimously by a voice vote.

• Permission for Request for Proposals – Community Center South End Roof Design

Mr. Whited shared that this is a request for Council permission to proceed with acquiring statements of qualifications per Administrative Regulation 4.0. The cost estimate on this project is around $900,000. Regulation 4.0 requires that for projects that are estimated to be over $1,000,000 we go through a formal Request Statement of Qualifications process and then proceed from there to a Request for Proposal process. He has taken this project through that process because he thinks it may run over $1,000,000. We will know that better once we go through the process. We are going to include in the process an opportunity to investigate the ability to provide solar panels on the roof. He will ask for that to be included in the analysis although he doesn’t know if the roof is structurally capable or fiscally possible but we will investigate that and make sure we take every opportunity to do that. The EPDM membrane on the roof is in very poor shape and leaks badly. The attempt here is to acquire a larger list of qualified contractors who will provide their Statements of Qualifications and include the solar panel analysis. We will go through those qualifications and narrow it down to a list of three or so that we can bring in for an interview, based on a prepared technical scope and cost estimate, including their project team principles, cost and all those sorts of things so that we can make a final determination, select that consulting firm, proceed to design and have them take it to bid for us.

Mr. Myers stated that this item is just the first step. Mr. Whited agreed.
Mr. Myers commented that they identified a need and now they are looking for a design professional firm that can evaluate the scope of work, help prepare the request for bids, and then you go to bid. Mr. Whited clarified that this is the first step to find a pool of candidates to then give us the more technical proposal.

Mr. Greeson commented that staff is looking for authorization to do two steps. The request for qualifications will narrow it to three or so of the most qualified candidates that we want to submit formal proposals and do interviews. Ultimately out of this two-step process we will bring a recommendation to Council for a firm. Mr. Myers concluded that Council is only approving the process. They are not approving staff’s ability to appoint the consultant yet. That will come back. Mr. Greeson agreed that staff would come with a consulting contract once we have gone through this two-step process.

Mr. Myers stated that at that second vote not only will we have the firm but we will also have a price for services. Mr. Whited agreed.

Mr. Foust asked if members would see the pricing of all three of the candidates at that time. Mr. Whited stated that staff can provide that.

Mr. Norstrom stated that we want the best. Cost is not a factor in this first selection. Mr. Whited commented that it is a part of it but not the total. Mr. Greeson agreed that it is a factor.

Mr. Norstrom commented that his question is why don’t we negotiate to get what we consider the best and then negotiate with them for the price. Mr. Whited replied that we sort of do a hybrid of that. We go through that statement of qualification process to find the best three or so candidates and then let them provide a technical approach. We then analyze their approach and take some of our own ability to qualify and quantify that and attach their costs to that. He hears what he is saying about going with straight qualifications, which may be appropriate in some cases but with the potential for different technical approaches we need to evaluate both the approach and the costs at the same time because they may not have an approach that we consider to be the best. Mr. Norstrom stated that he understands. We are not sure what the technical approach is. He asked if Mays has not given us any idea. Mr. Whited replied that they have provided an idea but no technical details. Mr. Norstrom concluded that if we don’t know what we are getting then it is better to ask and look at what the different approaches are. Mr. Whited agreed.

Mr. Myers shared that given our track record with this roof, Mr. Norstrom is correct. Let’s make certain we get the right person. Ms. Michael agreed.

When asked by Ms. Michael how old the roof is, Mr. Hurley replied that there are two parts to this roof project. One is the roof over the gym, which are mostly the original roofs in the 70s. What was the shingle roof over the classrooms, the community room, etc. were originally wood shakes that were replaced between 15 and 20 years ago.
Mr. Norstrom commented that we are not specifying “shingles”. We are leaving it up to the professionals. Mr. Whited reported it being a membrane type roof. Mr. Hurley added that it will match what was just done on the north end of the building.

**MOTION**

Mr. Smith made a motion to authorize staff to proceed with the selection process for design services for the Community Center south end roof replacement project. The motion was seconded by Mr. Myers.

The motion carried unanimously by a voice vote.

**Discussion Item(s)**

- Five Year Financial Forecast

Mr. Greeson reported this being step #2 in our budget process. The Capital Improvements Plan (CIP) was distributed several weeks ago and staff did a high level review of that plan and the cash flow of it last week. Last week staff also distributed the operating budget for 2017. We always want to begin our discussions of the operating budget with a review of the Five Year Forecast. It is a high level overview of the fiscal condition of the city and what we are seeing as the revenue and overall forecast for our net annual cash position in each of the five years as well as our fund balance.

Mr. Greeson referred to several financial spreadsheets (copies attached) that Ms. Roberts will go through. The first chart, which was shown on the screen, shows the previous five year General Fund financial information while the second chart will show the estimated numbers for the five years going forward.

Ms. Roberts shared that the charts can be found on page 3.1 of the budget document that was distributed last week. She explained that the General Fund Five Year Forecast is a management tool which presents actual and estimated revenue and expenditure projections in both the historical format and then looking forward. This chart indicates actual revenues and expenditures for 2012 through 2015 and then estimates for 2016. As noted at the end on the bottom far right of the document we are projecting, at this point, a deficit in the net cash position at year end 2016 which eats into our General Fund Balance but still leaves us with a Fund Balance over the 25% as required in the Carryover Revenue Policy that was passed in 2014 with Resolution No. 07-2014.

Ms. Roberts shared that the next chart represents the projections for 2017 through 2021, as represented in the 2017 budget. Staff estimates a net cash position of about $26,000, which we feel is relatively zero base balanced budget. We always factor in the allocation of 2% unexpended appropriations, which feeds into the net cash position. We are again estimating above the 25% net cash reserve balance as we are required and the annual budget increase for 2017 is just slightly under 2%. 
Mr. Greeson shared that like the CIP, the operating budget is pretty tight in terms of its growth from year to year. He believes Ms. Roberts is projecting 2 ½% growth in our primary revenue stream over the next five years. Then we were trying to project that we would hold our expenses to that revenue projection. Even holding to that meager revenue projection you see a deficit in the annual net cash position. He thinks this is similar to last year’s fiscal forecast so this shouldn’t be a big surprise. We show it as we move into this five years, both budget and CIP are going to be tight. We were showing some of these deficits. They are within the manageable range. We are going to have to carefully monitor it and monitor revenues and expenses. His goal as always is to try to make that annual cash position zero or positive if possible so that we are not eating into that fund balance. This is when fund balance is healthy and it becomes important to manage the volatility of the income taxes. As members can see, it is going to be tight given our current programming. Our ability to add new programming, new positions or general fund expenses beyond what we programmatically have now is limited. Our challenge as a staff is to try to figure out either how to grow the revenue or manage the expenses in an effort to close that annual net cash position gap.

Mr. Norstrom asked if he understands correctly that the net cash position already factors in the fact that traditionally we only spend 97 to 98% of what is budgeted. Ms. Roberts replied yes. Mr. Greeson added that it also factors in the supplemental appropriations as well as some expenses through the year that we don’t anticipate. Those are shown in the expenditures category.

Mr. Norstrom commented that we are creating the problem because, as we have traditionally, we are setting the 25% goal of the fund balance. If we were to allow the fund balance to drop down to $8,000,000 instead of $10,000 we would not have a problem. Mr. Greeson shared that the challenge with that that he sees is that much of the fund balance was created with one time revenue streams so we work really hard to build the fund balance in several ways. One is that during the recession we diverted revenue from the capital into the operating. That benefited the operating budget and resulted in us not having to make huge cuts. It also helped us with what was a really low fund balance at the time. Secondly, we had a windfall of over $1,000,000 deposited in the last year of the estate tax which was clearly a one-time revenue. That inflated our fund balance beyond what we thought we were going to be able to maintain. Much of that is one-time money. What he always argue with one-time money is if we are going to draw it down then only do it for one-time expenses.

Mr. Norstrom shared that he understands. The issue that he is really trying to raise is that as Mr. Myers pointed out at our last meeting, we are overdue for a downturn. Then the question becomes, what is our cushion. That is the fund balance and the fact that even though we have a target for the fund balance, if we have to we could change that target to allow ourselves to survive some modicum of a downturn. Mr. Greeson agreed. When 73% of revenue is income tax then we are vulnerable to cycles of payroll. At one point the fund balance was well under 10%. Ms. Michael agreed.
Mr. Norstrom stated that in terms of a five year projection, he thinks it raises the question of whether we should look at changing the mix. We could potentially increase our property taxes, because property taxes are much less sensitive to the overall financial conditions in the economy. From his background in transit he knows that we don’t get major increases or decreases in the revenue stream when you rely on property taxes as opposed to relying on wage taxes.

Mr. Greeson shared that members had that discussion in 2010 when we went on the ballot and at that time members chose income tax instead of property tax.

Mr. Norstrom stated that it was not a strategic issue but rather a tactical issue. We could see that we were going to be in trouble. This is more of a strategic issue. Should members consider the issue of property taxes as we look out over the five year period? He is not saying that members have to decide that now with the approval of the 2017 budget but should we wait and be triggered by the economic conditions or should we think ahead. Mr. Greeson commented that members can see that it is going to be tight. There is a five year period that will affect our approach to the budgeting.

Ms. Michael agrees with Mr. Norstrom that it is something that members should look at.

Mr. Myers shared that he would rather not have a discussion about raising taxes though in the context of a budget, particularly for next year where we show a positive cash flow although not by much.

Mr. Norstrom clarified that members could increase taxes on property and decrease taxes on wages and the overall effect would be minimal in terms of overall revenue, but we would rely less on a less stable revenue base moving forward over the next five plus years. Mr. Myers stated that is a fair enough discussion to have next year. Mr. Norstrom replied that he has no problems with that. Ms. Michael agreed.

Mr. Greeson shared that there are elements of the forecast that staff feels comfortable about. Council raised an unexpended appropriates to 2%. We can look back a long period of time and show that is a pretty safe bet. Obviously revenues could go up too if our economic development efforts yield growth and we are able to see growth in that over time. Certainly our community is seeing some success sometimes. Some of this is also the state budget cuts. The combination of the loss of the estate tax, the reduction in the local government fund and the elimination of the personal property tax really resulted in difficulty in coming out the recession.

Mr. Troper asked about the community center membership revenues. Mr. Hurley shared that memberships run in cycles. September is our slowest month because the building is closed and we are slow in our programming, rentals and things so we do not anticipate overall being off pace by the end of the year. He doesn’t think the projections will be off.
Additional Staff Comments

Mr. Greeson noted that in November there will be three hearings. Council wanted to get away from each department director talking about their individual department budget and that level of detail. He is proposing that in the first meeting in November staff comes back with a policy discussion. Essentially he wants to go through the retreat priorities and some of the conversation about all of the things that staff is working on programmatically and talk about how our budget ties to those. So more priority focused as opposed to departmental detail focus. At the Committee meeting he would like members input on what departmental areas they would like to focus on. We will do one of two things. We will focus on the things that council has identified as important to us or we will have all of the departments do a summary presentation where they hit the driving trends in each of their areas. The third meeting in November has been set up to bring the outside groups in; particular the Historical Society, the MAC, the Old Worthington Partnership and the CVB. He asked if that feels like a good structure of the budget process.

Mr. Myers thinks the direction members gave him and what he likes is to focus on the retreat topics. Not just what does this budget say and we all know this budget is tight and he doesn’t think that has changed in the six years that he has served on Council but how does this budget move our priorities forward.

Ms. Michael commented that for the second meeting she would like a combination of what you are saying, each of the departments bringing on what are their trends but if any council members bring up any specifics they want to add that in also. She thinks that would be a nice combination on that for the second meeting. Mr. Myers added and how those departments are moving forward with the priorities expressed in the retreat in the budget. He would also be interested in hearing from the departments what one thing they would cut if they had to. Likewise, what would they add if they could add one?

Mr. Greeson shared that staff tried to do that with a little bit different approach with the CIP by identifying what is a constrained CIP causing. What is a constrained Operating Budget causing and where are the areas we would invest.

Mr. Myers just knows at the beginning of the month when he sits down to plan out his budget there is always something he is shooting for that is extra that he would like to buy that month. Most months, at the end of the month he doesn’t have the money to do it but at least he had that goal.

REPORTS OF COUNCIL MEMBERS

Mr. Norstrom shared that the Partnership sponsored a Hot Chicken event this past weekend in the corridor. He knows that Mr. Smith attended it. It was a successful night and they hope it becomes another annual event for the Partners. Ms. Michael added that she came late to the event.
Mr. Smith reported there being a huge shout out to Worthington in the Dispatch today.

OTHER

EXECUTIVE SESSION

MOTION  Mr. Norstrom made a motion to meet in Executive Session for the purpose of Employee Compensation and Board and Commission appointments. The motion was seconded by Mr. Myers.

The motion carried by the following voice vote:

Yes 6  Troper, Smith, Foust, Norstrom, Myers, and Michael

No 0

Council recessed at 8:30 p.m. from the Regular meeting session.

MOTION  Mr. Foust made a motion to return to open session at 9:14 p.m. The motion was seconded by Mr. Myers.

The motion carried unanimously by a voice vote.

ADJOURNMENT

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

The motion carried unanimously by a voice vote.

President Michael declared the meeting adjourned at 9:14 p.m.

____________________________________
Clerk of Council

APPROVED by the City Council, this
7th day of November, 2016.

____________________________________
Council President
### General Fund Cash Balance - January 1

<table>
<thead>
<tr>
<th>Year</th>
<th>Actual</th>
<th>%</th>
<th>Estimated</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>$2,941,562</td>
<td></td>
<td>$10,245,729</td>
<td></td>
</tr>
<tr>
<td>2013</td>
<td>$5,070,388</td>
<td>$5,070,388</td>
<td>$11,250,077</td>
<td>$11,250,077</td>
</tr>
<tr>
<td>2014</td>
<td>$8,631,597</td>
<td>$8,631,597</td>
<td>$11,250,077</td>
<td>$11,250,077</td>
</tr>
<tr>
<td>2015</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
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### REVENUE:

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<tr>
<th>Source</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>%</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Tax</td>
<td>$16,845,291</td>
<td>66%</td>
<td>$18,025,532</td>
<td>66%</td>
<td>$18,687,466</td>
<td>73%</td>
<td>$18,993,505</td>
</tr>
<tr>
<td>Property Tax</td>
<td>$2,496,628</td>
<td>10%</td>
<td>$2,553,085</td>
<td>9%</td>
<td>$2,411,285</td>
<td>8%</td>
<td>$2,564,038</td>
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<tr>
<td>Local Government Fund</td>
<td>$593,872</td>
<td>2%</td>
<td>$461,011</td>
<td>2%</td>
<td>$452,640</td>
<td>2%</td>
<td>$447,643</td>
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<tr>
<td>Inheritance Tax</td>
<td>$1,193,606</td>
<td>5%</td>
<td>$475,072</td>
<td>2%</td>
<td>$149,981</td>
<td>1%</td>
<td>-</td>
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<tr>
<td>Interest Earned</td>
<td>$47,502</td>
<td>0%</td>
<td>$58,394</td>
<td>0%</td>
<td>$54,354</td>
<td>0%</td>
<td>$110,028</td>
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<tr>
<td>Fines &amp; Forfeitures</td>
<td>$185,333</td>
<td>1%</td>
<td>$261,828</td>
<td>1%</td>
<td>$254,654</td>
<td>1%</td>
<td>$178,214</td>
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<tr>
<td>All Other Revenue</td>
<td>$1,201,067</td>
<td>5%</td>
<td>$1,270,375</td>
<td>5%</td>
<td>$1,294,920</td>
<td>5%</td>
<td>$1,359,305</td>
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<tr>
<td>Township Fire Service</td>
<td>$439,709</td>
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<td>$381,211</td>
<td>1%</td>
<td>$467,726</td>
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<td>$430,509</td>
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<tr>
<td>Comm Ctr Membership/Programs</td>
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<td>5%</td>
<td>$1,270,375</td>
<td>5%</td>
<td>$1,294,920</td>
<td>5%</td>
<td>$1,359,305</td>
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<td>EMS Transport</td>
<td>$626,137</td>
<td>2%</td>
<td>$637,794</td>
<td>2%</td>
<td>$514,233</td>
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<td>$502,689</td>
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<td>Income Tax Reserve Allocation</td>
<td>$1,330,172</td>
<td>5%</td>
<td>$1,228,882</td>
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<td>-</td>
<td>0%</td>
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<tr>
<td><strong>TOTAL REVENUE</strong></td>
<td>$26,068,798</td>
<td></td>
<td>$27,159,997</td>
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<td>$25,486,812</td>
<td>$25,529,026</td>
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### EXPENDITURES:

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<tr>
<th>Category</th>
<th>2012</th>
<th>2013</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Operations</td>
<td>$5,741,972</td>
<td>24%</td>
<td>$5,660,000</td>
<td>24%</td>
<td>$5,954,865</td>
<td>25%</td>
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<td>Police Operations</td>
<td>$4,027,241</td>
<td>17%</td>
<td>$4,176,451</td>
<td>18%</td>
<td>$5,182,794</td>
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<td>Parks &amp; Recreation</td>
<td>$2,907,662</td>
<td>12%</td>
<td>$3,103,135</td>
<td>13%</td>
<td>$4,251,552</td>
<td>18%</td>
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<tr>
<td>Service/Eng Department</td>
<td>$1,509,085</td>
<td>6%</td>
<td>$1,699,074</td>
<td>7%</td>
<td>$2,260,415</td>
<td>9%</td>
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<tr>
<td>Planning &amp; Building</td>
<td>$699,102</td>
<td>3%</td>
<td>$508,314</td>
<td>2%</td>
<td>$637,665</td>
<td>3%</td>
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<tr>
<td>General Government</td>
<td>$8,593,984</td>
<td>37%</td>
<td>$8,135,192</td>
<td>35%</td>
<td>$5,528,342</td>
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<tr>
<td>Transfer to CIP (Fire)</td>
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<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Transfer to Street M&amp;R &amp; St Hwy</td>
<td>100,000</td>
<td></td>
<td>100,000</td>
<td></td>
<td>200,000</td>
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<td><strong>TOTAL EXPENDITURES</strong></td>
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<td>$23,219,891</td>
<td>$23,402,165</td>
<td>$24,015,632</td>
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### Annual Net Cash Position

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<tr>
<th>Year</th>
<th>Actual</th>
<th>%</th>
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</thead>
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<td>$2,128,827</td>
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</tr>
<tr>
<td>2013</td>
<td>$3,561,209</td>
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</tr>
<tr>
<td>2014</td>
<td>$1,614,132</td>
<td>2.7%</td>
</tr>
<tr>
<td>2015</td>
<td>$1,004,348</td>
<td>1.2%</td>
</tr>
<tr>
<td>2016</td>
<td>$(172,328)</td>
<td>-1.4%</td>
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</table>

### Annual Budget % Increase

<table>
<thead>
<tr>
<th>Year</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>3.9%</td>
</tr>
<tr>
<td>2013</td>
<td>-1.4%</td>
</tr>
<tr>
<td>2014</td>
<td>1.2%</td>
</tr>
<tr>
<td>2015</td>
<td>2.7%</td>
</tr>
<tr>
<td>2016</td>
<td>8.3%</td>
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</table>

### Total Fund Balance as % of Previous Year

<table>
<thead>
<tr>
<th>Expenditures</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012</td>
<td>22.0%</td>
</tr>
<tr>
<td>2013</td>
<td>36.1%</td>
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<tr>
<td>2014</td>
<td>43.4%</td>
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<tr>
<td>2015</td>
<td>47.1%</td>
</tr>
<tr>
<td>2016</td>
<td>46.2%</td>
</tr>
<tr>
<td>Revenue</td>
<td>20.9%</td>
</tr>
<tr>
<td>2012</td>
<td>33.1%</td>
</tr>
<tr>
<td>2013</td>
<td>37.7%</td>
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<td>2014</td>
<td>44.1%</td>
</tr>
<tr>
<td>2015</td>
<td>43.4%</td>
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### Total General Fund Cash Balance - Dec. 31

<table>
<thead>
<tr>
<th>Year</th>
<th>Actual</th>
<th>Estimated</th>
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</thead>
<tbody>
<tr>
<td>2012</td>
<td>$5,070,388</td>
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<tr>
<td>2014</td>
<td>$10,245,729</td>
<td>$11,077,749</td>
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<tr>
<td>2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2016</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>--------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>2017</td>
<td>$11,077,749</td>
<td></td>
</tr>
<tr>
<td>2018</td>
<td>11,104,470</td>
<td>11,107,749</td>
</tr>
<tr>
<td>2019</td>
<td>10,966,822</td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td>10,828,751</td>
<td></td>
</tr>
<tr>
<td>2021</td>
<td>10,656,662</td>
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</tr>
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</table>

**REVENUE:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income Tax</td>
<td>$19,749,766</td>
<td>$20,144,762</td>
<td>$20,648,381</td>
<td>$21,164,590</td>
<td>$21,693,705</td>
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<td>Property Tax</td>
<td>2,770,000</td>
<td>2,825,400</td>
<td>2,869,035</td>
<td>2,968,436</td>
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<tr>
<td>Local Government Fund</td>
<td>425,000</td>
<td>450,000</td>
<td>475,000</td>
<td>485,000</td>
<td>500,000</td>
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<tr>
<td>Inheritance Tax</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Interest Earned</td>
<td>135,000</td>
<td>145,000</td>
<td>145,000</td>
<td>150,000</td>
<td>155,000</td>
</tr>
<tr>
<td>Fines &amp; Forfeitures</td>
<td>265,000</td>
<td>270,000</td>
<td>276,750</td>
<td>283,669</td>
<td>290,760</td>
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<tr>
<td>All Other Revenue</td>
<td>1,227,060</td>
<td>1,228,447</td>
<td>1,259,158</td>
<td>1,290,637</td>
<td>1,322,903</td>
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<tr>
<td>Township Fire Service</td>
<td>475,000</td>
<td>475,000</td>
<td>486,875</td>
<td>499,047</td>
<td>511,523</td>
</tr>
<tr>
<td>Comm Ctr Membership/Programs</td>
<td>1,435,000</td>
<td>1,435,000</td>
<td>1,470,875</td>
<td>1,507,647</td>
<td>1,545,338</td>
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<td>EMS Transport</td>
<td>600,000</td>
<td>600,000</td>
<td>615,000</td>
<td>630,375</td>
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<tr>
<td>Income Tax Reserve Allocation (6.4%)</td>
<td>-</td>
<td>-</td>
<td>-</td>
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</table>

**TOTAL REVENUE**


**EXPENDITURES:**

<table>
<thead>
<tr>
<th>Description</th>
<th>2017</th>
<th>2018</th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Operations</td>
<td>$6,501,944</td>
<td>$6,671,005</td>
<td>$6,840,452</td>
<td>$7,011,463</td>
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<td>Parks &amp; Recreation</td>
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<td>5,012,101</td>
<td>5,137,404</td>
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<td>Service/Eng Department</td>
<td>2,523,074</td>
<td>2,589,870</td>
<td>2,654,617</td>
<td>2,720,982</td>
<td>2,789,007</td>
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<td>Planning &amp; Building</td>
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<td>768,765</td>
<td>787,984</td>
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<td>General Government</td>
<td>6,684,698</td>
<td>6,819,262</td>
<td>6,957,992</td>
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<tr>
<td>Transfer to CIP (Fire)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfer to Street M&amp;R &amp; St Hwy</td>
<td>300,000</td>
<td>300,000</td>
<td>300,000</td>
<td>300,000</td>
<td>300,000</td>
</tr>
<tr>
<td>Supplemental Appropriations</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
<td>100,000</td>
</tr>
</tbody>
</table>

**TOTAL EXPENDITURES**


**Annual Net Cash Position**

| 2017       | $26,721     | 2018       | $(137,648)  | 2019       | $(138,072)  | 2020       | $(172,089)  | 2021       | $(162,466)  |

**Total General Fund Cash Balance - Dec.**


Annual Budget % Increase:

| 2017       | 1.9%        | 2018       | 2.4%        | 2019       | 2.5%        | 2020       | 2.5%        | 2021       | 2.5%        |

Total Fund Balance as % of Previous Year:

Expenditures:

| 2017       | 41.8%       | 2018       | 40.6%       | 2019       | 39.1%       | 2020       | 37.5%       | 2021       | 36.0%       |

Revenue:

| 2017       | 42.1%       | 2018       | 40.5%       | 2019       | 39.3%       | 2020       | 37.7%       | 2021       | 36.2%       |
ORDINANCE NO. 37-2016

Authorizing the Worthington Community Improvement Corporation to Execute a Lease Agreement Between the WCIC and COhatch Worthington LLC for a Portion of the Kilbourne Building.

WHEREAS, in 2006 the City authorized the purchase of the James Kilbourne Memorial Library Building (the “Building”) located at 752 High Street on the northeast corner of the Village Green; and,

WHEREAS, certain repairs and improvements have been made to the Building over the years since the City’s acquisition, but it has remained mostly vacant during that time; and,

WHEREAS, as part of the State Capital Budget the City was granted $300,000 for improvements to the Building, which, together with additional funds appropriated by City Council, has been expended to make the Building accessible to the public for future commercial or public uses; and,

WHEREAS, COhatch Worthington LLC (“COhatch”), an Ohio limited liability company, has expressed interest in the Building to operate a co-working business concept, including open desk space and office memberships, administrative support services, conference space, member events and the creation of a “makerspace” area, with plans to construct an outdoor patio; and,

WHEREAS, the CIC, as agent of the City, has approved of the lease to COhatch and will administer the lease which sets forth the parties’ respective rights and obligations for the use of the Building.

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

SECTION 1. That the Worthington Community Improvement Corporation, as agent for the City, is hereby authorized and directed to execute and deliver on behalf of the City the Lease Agreement for the Kilbourne Building with COhatch Worthington LLC, substantially in the form of the Lease Agreement attached hereto as Exhibit “A” and made a part hereof, with such changes as approved by the Director of Law that are not inconsistent with this Ordinance and adverse to the City and the WCIC.
ORDINANCE NO. 37-2016

SECTION 2. That the City Manager is authorized to execute and deliver all necessary documents to evidence the City’s consent to the lease of the space in the Building to COhatch.

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

Passed ___________

_______________________________
President of Council

Attest: ____________________________
Clerk of Council

Introduced October 17, 2016
P.H. November 7, 2016
LEASE

This lease is made effective as of [insert effective date of Worthington City Council approval ordinance], 2016 at Worthington, Ohio between the Worthington Community Improvement Corporation, a community improvement corporation formed under Chapter 1724 of the Ohio Revised Code whose address is 6550 North High Street, Worthington, Ohio 43085 and which has been designated by the City of Worthington, the owner of record of the Premises defined below ("Owner"), as the Owner’s agent for industrial, commercial, distribution and research development ("Landlord") and COhatch Worthington LLC, an Ohio limited liability company whose address is _________________________ ("Tenant") (both collectively referred to herein as the "Parties"), who hereby agree as follows:

§1. Lease of Premises. On the terms and subject to the conditions set forth in this agreement, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord a portion of the building known as The James Kilbourne Memorial Library Building at 752 High Street, Worthington, Ohio (the "Kilbourne Building"), which portion consists of approximately 2,422 square feet of space on the first level; 2,042 square feet of space on the north section of the lower level; 1,700 square feet of space on the south section of the lower level; and an area on the outside of the Kilbourne Building to include an outdoor patio, all as described in more detail and depicted on EXHIBIT “A” (the “Premises”), together with the use of the common areas including restrooms, and all appurtenances and other improvements thereto, and the non-exclusive use of the parking spaces now or hereafter located thereon in the parking lot immediately to the north of the Kilbourne Building (the “Parking Lot”).

§2. Term. The initial term of this lease shall be for a period of ten (10) years and shall begin on the earlier of: (a) January 1, 2018 and (b) the date upon which the first of Tenant’s members’ agreement for use of space in the Kilbourne Building commences (the “Commencement Date”). For purposes of this lease, the term “Lease Year” shall mean a period of 12 consecutive calendar months following the Commencement Date. Each succeeding Lease Year shall commence upon the anniversary date of the first Lease Year.

§3. Rent. Tenant shall pay Landlord the following rent per square foot, and unless provided otherwise under this lease, the calculated amount due, if any, shall be paid in equal monthly installments in advance on or before the first day of each and every calendar month during the respective Lease Year (the “Base Rent”): (a) fifteen dollars ($15.00) per square foot for the first level space (annualized at $36,330) and (b) five dollars ($5.00) per square foot for the north section of the lower level (annualized at $10,210). Base Rent shall increase at the rate of two percent (2%) each year during the initial term, commencing at the beginning of each Lease Year.

In exchange for Tenant making significant improvements to the Kilbourne Building, the total amount of the Base Rent set forth above shall be abated concurrently with the start of the first Lease Year and thereafter annually upon the start of each consecutive Lease Year throughout the initial term (“Rent Offset”). The Rent Offset is based on a value of improvements that Tenant is making to the Premises in the amount of approximately $510,000, which calculates to 120 months of abated rent. Eligible improvements shall include construction materials and equipment, labor wages, applicable permitting fees, and all design and engineering costs associated with the renovation of the Premises. Furniture, fixtures, and equipment installed for Tenant’s approved use shall not be eligible. Landlord shall have the right to verify Tenant’s construction costs and if
Landlord’s verification determines the total improvement costs paid by Tenant to be less than $510,000, the Rent Offset may be adjusted. In consideration of Landlord’s agreement to abate the rent and upon the execution of this lease, Tenant shall pay to Landlord a security deposit in the amount of $3,878, equal to one month of unabated rent (the “Security Deposit”), which shall be held by Landlord as security for Tenant’s obligation to complete the Tenant’s improvements and occupy the Premises in a timely manner. On August 1, 2017, if Landlord determines that Tenant has commenced construction and made sufficient progress toward completion, in Landlord’s reasonable opinion based on the monthly walk-throughs described in §11 of this lease, Landlord shall return the Security Deposit to Tenant. If on that date Landlord determines that Tenant has not made sufficient progress toward completion, the Security Deposit shall be forfeited by Tenant and become non-refundable, except as may be provided below.

Notwithstanding anything herein to the contrary, if Tenant does not complete its improvements and receive a final certificate of occupancy by January 1, 2018, provided Landlord does not materially cause the delay of Tenant’s start of construction, no Rent Offset shall be applied and Rent shall be paid to Landlord on that date in the amounts set forth above, and shall continue to be paid on the first day of each month thereafter until Tenant receives a final certificate of occupancy. The Security Deposit may be used as a credit toward the first month’s payment of unabated rent. For every month in which Tenant pays unabated rent to Landlord, the Rent Offset period shall be extended by a like period of time.

Any payments to be made by Tenant to Landlord under this lease shall be made by normal business methods, and shall be paid to Landlord at Landlord’s address for receiving notices under §25 of this lease.

This lease is a net lease, and the rent shall be absolutely net to Landlord at all times during the term of this lease and any renewal term, so that this lease shall yield to Landlord the full amount of the rent, unless otherwise adjusted hereby, and that all costs, expenses, taxes, charges, and other obligations of any character directly or indirectly relating to the Premises or the ownership, possession, use, occupation, operation, maintenance, repair, alteration, improvement or replacement of the Premises which may arise or become due or payable during the term of this lease shall be paid by Tenant, whether or not specifically described in this lease.

§4. **Utilities and Related Equipment.** Landlord has caused to be provided electricity, natural gas, water and sanitary sewer service access to the Premises in the manner and type described in EXHIBIT “B” (collectively “Utilities Service”); beyond said Utilities Service, and except for certain HVAC equipment to be installed by Landlord as shown on EXHIBIT “C”, Landlord shall not be obligated to furnish heat, electricity, water, cable or internet for the Premises. Tenant shall maintain and keep operating any lighting, hot water, and electrical equipment and lines installed by Tenant for the Premises, and repair such equipment or lines if it becomes necessary during the term of the lease. Tenant shall place the HVAC equipment serving the Premises on an annual maintenance plan and provide a copy of the plan to Landlord at Landlord’s request.

Landlord has caused to be provided separate meters for the Premises. As such, Tenant shall directly pay or cause to be directly paid when due any and all bills and charges for gas, electricity, water, sewage, trash disposal, telephone, and other utility services used or wasted in connection with the Premises during the term of this lease. If such charges are paid by Landlord, Tenant shall reimburse Landlord within ten days after receipt from Landlord of a statement setting
the amount of such utilities. Such charges shall be deemed additional rent under the terms of this lease.

§5. Taxes and Assessments. Landlord shall pay or cause to be paid any and all real estate taxes and installments or assessments on the Premises when due and payable during the term of this lease. Tenant shall pay all taxes or charges now or hereafter imposed with respect to any business conducted by Tenant on the Premises and with respect to any materials purchased or used by Tenant in connection therewith.

Notwithstanding the foregoing, Tenant shall pay or reimburse Landlord an amount equal to that amount of annual real estate taxes and assessments due for the portion of the Kilbourne Building comprised by the Premises with respect to Franklin County Auditor tax parcel ID 100-006616-00. Tenant shall pay such amount to Landlord within ten days after receipt of a statement from Landlord evidencing the amount of such charges. Such charges shall be deemed additional rent under the terms of this lease.

§6. Insurance. Tenant shall obtain and thereafter maintain or cause to be maintained in force at all times during the term of this lease:

(a) Comprehensive public liability insurance with respect to the Premises having limits not less than $2,000,000 for a bodily injury to any one person, $2,000,000 for bodily injuries arising out of one occurrence, and $2,000,000 for property damage, or such increased policy limits as may from time to time hereinafter be requested by Landlord if Landlord is acting upon the advice of Landlord’s licensed insurance advisor. If coverage is not available in the exact amount stated above, then coverage in the nearest higher amount available shall be obtained. Each insurance policy furnished under this §6(a) shall specifically include coverage of the indemnification provision contained in §16 of this lease.

(b) Fire and extended coverage insurance with respect to all Tenant’s personal property within or about the Premises.

Each insurance policy furnished under this §6 shall be issued by a reputable insurance company approved by Landlord, shall name Tenant and Landlord as their interests may appear as insured parties therein; shall provide that no act or omission shall affect or limit the obligation of the insurer to pay to the respective party any and all amounts which would otherwise be payable to that party thereunder; shall contain a provision by which the insurance company specifically waives its right of subrogation against Landlord with respect to any loss or losses paid thereunder; shall provide for written notice to Landlord at least 30 days prior to any cancellation, expiration without renewal, or modification thereof; and shall be in form and content satisfactory to both parties. Each party shall furnish the other with original or memorandum copies of such insurance policies, including renewal or replacement policies, and certificates of coverage and evidence of payment of premiums thereon from time to time.

Landlord shall obtain and thereafter maintain or cause to be maintained in force at all times during the term of this lease fire and extended coverage insurance on the Kilbourne Building in amounts acceptable to Landlord, which coverage shall not include any personal property of Tenant.

§7. Use of Premises. Tenant shall use the first level portion of the Premises for the
operation of a co-working business concept, including open desk space and office memberships, administrative support services, conference space, member events and other uses incidental thereto, and shall not permit that portion of the Premises to be used for any other purpose without first obtaining Landlord’s express written consent to that specific use, which consent may not be unreasonably withheld. Tenant shall use the north side of the lower level space for a “makerspace” operation open to members of Tenant and to other businesses or organizations as Tenant deems desirable; provided, however that activities involved with the “makerspace” use shall be considered to be so-called “clean activities” only that do not create noise, dust, odors or other conditions that may be reasonably objectionable to other users of the Kilbourne Building. The “makerspace” portion of the Premises may not be used for the separate co-working activities authorized for the first level portion of the Premises. Tenant shall occupy and use the Premises only in a careful, safe and reputable manner and shall not commit or permit any waste of or on the Premises.

Due to the proximity of the Premises to the adjacent Kilbourne Middle School, Tenant has agreed to prohibit the consumption of alcohol on the outdoor patio while school is in session.

Tenant intends to enter into a separate agreement with the City of Worthington whereby the City shall receive certain services from Tenant as part of Tenant’s uses of the Premises (the “Development Agreement”), which is a material part of Tenant’s and the Landlord’s decision to enter into this lease. Tenant’s default under the Development Agreement shall not affect the terms of this lease, but may be used by Landlord as a reason to reject Tenant’s option to renew after the initial 10-year term. Landlord and Tenant shall use good faith efforts to resolve any disputes that may arise under the Development Agreement, in an effort to prevent Tenant from defaulting thereunder.

§8. Compliance with Laws. Tenant, at Tenant’s own cost and expense, shall promptly comply or cause compliance with all laws, regulations, orders and requirements of all federal, state and local governments, courts and agencies and all regulations and orders of the National Board of Fire Underwriters or other organization hereafter exercising similar functions, which may be, and to the extent are, applicable to or affect the Premises or any business conducted thereon, including without limitation any exterior areas of the Premises, whether present or future, foreseen or unforeseen, ordinary or extraordinary, and whether or not the same shall be within the present contemplation of Landlord and Tenant or shall involve any change of governmental policy or require structural or extraordinary repairs, alterations and additions.

Tenant shall obtain, maintain, and comply with all permits, licenses and other authorizations required for any use then being made of the Premises, as appropriate.

No abatement or interruption in rent or other charges required to be paid by Tenant pursuant to this lease shall be claimed by or allowed the Tenant for any inconvenience or interruption or loss of business caused directly by or indirectly by any present or future laws, ordinances, regulations, requirements or orders of any lawful authority whatsoever, or by rationing, priorities or curtailment of labor or materials, or by war, civil commotion, strikes, riots or anything resulting therefrom, or by any other cause or causes beyond the control of Landlord nor shall this lease be affected by any such causes; and no diminution in the amount of fixtures, equipment, operation or use of the Premises by Tenant shall entitle Tenant to any abatement or reduction in rent or any other charges required to be paid by Tenant pursuant to this lease.
Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Premises or the certificate of occupancy issued for the Premises. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Kilbourne Building, or injure them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purposes, nor shall Tenant cause, maintain, or permit any nuisance in, on or about the Kilbourne Building. Tenant shall not use or permit the Premises to be used for any purpose or in any manner that would, in Landlord’s opinion, invalidate any policy of insurance under §6 of this lease or increase the rate of premiums payable on such insurance policy without first obtaining Landlord’s express written consent to such use and paying Landlord, if and when due, any and all increases in Landlord’s insurance premiums that result from such use by Tenant. Tenant shall provide and maintain on the Premises fire extinguishers, smoke detectors, hoods and other equipment to protect the Premises against casual fires.

§9. Condition of Premises. Landlord has made no representation or warranty, express or implied, with respect to the condition of the Premises or the fitness of the Premises for any particular use. Tenant acknowledges that it has fully investigated and is familiar with the size, dimensions, and physical condition of the Premises and the Utilities Service, and, with the exception of the improvements shown on Exhibit “C”, is accepting the Premises “as is.” Except as may be expressly described in this lease, Landlord shall not be required to make any improvement, repair, alteration, or restoration of the Premises or in any manner maintain the Premises, and shall have no liability for any latent or patent defects in or pertaining to any condition of the Premises.

§10. Maintenance and Repairs. Tenant shall maintain the Premises in as good order and condition of repair, safety, cleanliness and appearance as the same are in on the Commencement Date, ordinary wear and tear and damage by fire or other casualty covered by fire and extended coverage insurance excepted, and Tenant shall make all repairs necessary or appropriate to so maintain the Premises, including maintenance and repair of any portion of the outdoor patio dining facilities as they may be constructed and comprise the Premises. The repairs and maintenance to be made by Tenant under this §10 shall include, without limitation: repairs or replacements of electrical and plumbing system infrastructure beyond the Utilities Service provided by Landlord, plate glass, windows, doors, fixtures, equipment, furniture and appliances and the removal of rubbish and obstacles from the Premises, the sidewalk and other common areas within and surrounding the Premises.

As of the effective date of this lease, Landlord shall maintain and keep in repair the structural and exterior parts of the Kilbourne Building, including without limitation the roof, foundation, exterior walls and the Parking Lot, and for repairs to the Utilities Service and the HVAC equipment installed by Landlord and listed on Exhibit “C”, unless such repairs become necessary because of the acts or omissions of Tenant or Tenant’s agents, employees, invitees or licensees. Landlord shall be responsible for the removal of snow and ice on the sidewalks and stairway adjacent to the Kilbourne Building and the Parking Lot. For such limited purpose, Landlord, Owner and their agents, employees and designees shall have the right to enter the Premises at any reasonable times, after either oral or written prior notice to Tenant to the extent possible, which prior notice shall not be required in the event of any emergency.

Tenant and Landlord shall cooperate with each other to determine the most effective and efficient method for custodial services in the common areas of the Kilbourne Building, which may
involve contracting with a third party for such work. Tenant shall be responsible for its proportionate share of the cost of common area maintenance.

§11. Alterations and Improvements; Submission of Concept Plan. Upon execution of this lease, Tenant shall be permitted to enter the Kilbourne Building for the purpose of constructing those improvements necessary for its approved uses; provided, however, that before construction commences, Tenant shall first submit a concept plan for the improvements (the “Concept Plan”) consisting of the following: (a) a space plan that generally depicts the intended structural and mechanical improvements, which shall be attached hereto as EXHIBIT “D” and which shall not be modified without the prior approval of Landlord; (b) a preliminary budget that corresponds to the space plan referenced above; and (c) a construction schedule showing estimated start and completion dates for the improvements. The Concept Plan shall be completed by the Commencement Date and submitted to Landlord for attachment to this lease, along with proof of Tenant’s ability to fund the improvements. Once the full set of plans and specifications for the improvements are complete, they shall first be submitted to Landlord for review and approval, which shall not be unreasonably withheld, and Landlord shall approve or provide comment thereon within 5 business days. Thereafter, Tenant and Landlord shall jointly conduct monthly walk-throughs of the Premises to inspect the construction progress. Notwithstanding the foregoing, the submission of the plans and specifications to the City of Worthington Building Department for a building permit shall be separate and distinct from Landlord’s right to approve herein.

Tenant has indicated that it wishes to construct an outdoor patio adjacent to the south and west sides of the Kilbourne Building, and intends that at least half of the patio will be open to the public. Approval of the outdoor patio is required by the Architectural Review Board and, depending on the location of the patio, the Worthington City Council. The specific plans and specifications for the outdoor patio shall be submitted for these approvals as soon as practicable following the execution of this lease, and shall be attached to and become a part of this lease by addendum once finalized and approved. The failure or delay of approval of the outdoor patio shall not be affected by any expiration dates set forth in this lease. If Tenant wishes to make any other improvements to the exterior of the Kilbourne Building, such improvements must be in accordance with plans approved in advance by Landlord and submitted to the City as appropriate.

Thereafter, no further alteration, addition, improvement, or other change in or to the Premises (hereinafter collectively called an “alteration”) shall be made by Tenant except under the following circumstances:

(a) no alteration shall be made without first obtaining the prior written consent of Landlord to the specific alteration, which consent shall not be unreasonably withheld;

(b) no alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction, including but not limited to the Worthington Architectural Review Board and the Municipal Planning Commission, if applicable;

(c) any alteration shall be made promptly and in good workmanlike manner and in compliance with all applicable permits, authorizations, building and zoning laws, and all other laws, ordinances, regulations, and requirements of all governmental authorities and in accordance with the requirements of the National Board of Fire Underwriters or other body hereafter exercising similar functions;
(d) the cost of any such alteration shall be paid promptly by Tenant such that the Premises are free of liens and claims for work, labor, or materials supplied or claimed to have been supplied to the Premises, or any such liens are paid, bonded or otherwise caused to be paid by Tenant forthwith and, if Landlord at any time so requests, no alteration shall commence or proceed unless Tenant gives evidence satisfactory to Landlord that the same will be fully paid for upon completion; and,

(e) any alteration shall immediately become and remain the property of Landlord, unless Landlord otherwise agrees, in writing, subject always to the rights of Tenant hereunder, provided that upon termination of this lease, Landlord shall have the right at its option to require Tenant to remove any alteration made pursuant to subparagraphs (a) through (d) of this §11 and to restore the Premises to the same condition as before such alteration was made, unless Landlord expressly waives the foregoing right in its written consent to the alteration.

Certain common area improvements as listed on Exhibit “C” are needed for the continued use of the Kilbourne Building. Landlord may work cooperatively toward the execution of a separate agreement with Tenant whereby Tenant shall cause such improvements to be made at Landlord’s cost pursuant to the terms and conditions thereof, and installed at the time that Tenant is constructing its improvements.

§12. Restoration. If all or materially all (“materially all” being defined in §13, below) of the Premises for which rent is being paid is damaged or destroyed at any time during the term of this lease, then Tenant, upon written notice delivered to Landlord within 60 days after such destruction or damage, may terminate this lease. If Tenant elects not to terminate this lease, or in the event that less than materially all of the Premises are damaged or destroyed, Tenant forthwith shall commence and thereafter shall diligently complete repair and restoration of the Premises to the same or better condition as the same were in immediately prior to such damage or destruction (except for changes in design or materials which then may be required by law), all at Tenant’s cost and expense, provided that all proceeds payable with respect to any insurance policy maintained by either Landlord or Tenant under §6, above, to the extent reasonably allocated to the Premises as part of the Building, shall be applied first in payment of such repair and restoration to the standards reasonably required by Landlord, and the remainder, if any, shall be retained by Tenant.

If all or any part of the Premises is damaged or destroyed, Tenant promptly shall notify Landlord thereof and make proof of loss to the insurance company or companies involved. No damage to or destruction of all or any part of the Premises by fire, other casualty or any other cause whatsoever shall entitle Tenant to surrender possession of the Premises or to terminate this lease, unless Tenant is entitled to and does exercise its option to terminate this lease as described above, and then only after receipt by Landlord of the notice described above. In the event of any damage or destruction of the Premises, unless such damage or destruction was caused by Tenant, the rent payable by Tenant shall be equitably and proportionally abated on the basis of the damaged or destroyed portions of the Premises during the period of time during which all or any part of the Premises are untenantable.

§13. Condemnation. If all or materially all of the Premises are taken by any condemning authority, other than the Owner (which the Parties acknowledge is a municipal corporation formed under Ohio law and wielding its own condemnation authority thereunder), under the power of
eminent domain or by any purchase or other acquisition in lieu of condemnation, then this lease shall terminate as of the date Tenant is deprived of physical possession thereof and the rent and other charges herein to be paid by Tenant shall be paid to that date.

In any event, Owner and/or Landlord shall be entitled to all compensation and damages (including consequential damages) awarded for any such taking of all or any part of the Premises and Tenant may make a claim to Owner and/or Landlord to share in any award or consideration.

For purposes of this lease, “materially all of the Premises” shall be considered as having been taken, damaged or destroyed if the portion of the Premises which is taken, damaged or destroyed would leave remaining a portion which (due either to the area so taken, damaged or destroyed or the location of the parts taken, damaged or destroyed) would not under then-existing economic conditions, zoning laws or building regulations readily accommodate improvements of a nature similar to the improvements existing on the Premises taken, damaged or destroyed to produce a fair and reasonable return after payment of rent and other charges to be borne by Tenant hereunder and normal operating expenses relating to the improvements.

§14. Default. Each of the following events shall be deemed an event of default under this lease and also a material breach of this lease:

(a) failure by Tenant to make any payment of rent to Landlord within 10 days following the date it becomes payable hereunder (excluding abated rent amounts);

(b) failure by Tenant to make any other payment or perform or observe any other obligation or condition to be performed or observed by Tenant under this lease and failure by Tenant to correct such default within 30 days after Landlord gives Tenant written notice to do so or, if because of the nature of such default it cannot be corrected within such 30-day period, failure by Tenant to commence correction within such 30-day period and thereafter to expeditiously and continuously prosecute the correction to completion;

(c) abandonment or vacation of the Premises by Tenant;

(d) termination, assignment or sublease of Tenant’s interest in this lease or change of ownership in Tenant, whether voluntary or by operation of law, unless pursuant to §20 of this lease; or

(e) the filing or execution or occurrence of any one or more of:

i. a petition in bankruptcy by or against Tenant;

ii. a petition or answer seeking with respect to Tenant a reorganization, arrangement, composition, readjustment, liquidation, dissolution or relief of the same or different kind, under any provision of the Bankruptcy Act or any statute of like tenor or effect;

iii. an adjudication of Tenant as a bankrupt or insolvent;

iv. an assignment for the benefit of creditors of Tenant, whether by trust, mortgage or otherwise or the execution of a composition agreement with Tenant’s creditors;

v. the petition or other proceeding by or against Tenant for the appointment of a
trustee, receiver, guardian, conservator, or liquidator of Tenant with respect to all or substantially all of Tenant’s property;

vi. a petition or other proceeding by or against Tenant for its dissolution or termination; or

vii. a taking of the leasehold created hereby or any part thereof or any property of Tenant materially affecting or used in Tenant’s business located therein upon execution, attachment or other process of law or equity.

Immediately upon occurrence of any event of default or at any time thereafter, unless the default has therefore been cured with the written consent of Landlord or expressly waived by it in writing, Landlord may at its exclusive option elect either to continue this lease in full force and effect notwithstanding the occurrence of such event of default, or terminate this lease, in which event all rights, titles, and all interests of Tenant in, to, or under the Premises and this lease shall terminate forthwith, Landlord shall be entitled immediately to re-enter and repossess the Premises and Landlord shall be entitled to recover from Tenant and Tenant shall pay to Landlord forthwith an amount equal to: (A) all unpaid rent (excepting abated rent) accruing hereunder prior to Landlord’s actual recovery of possession of the Premises, (B) all other unpaid amounts which were to have been paid by Tenant to anyone hereunder prior to Landlord’s actual recovery of possession of the Premises, (C) Landlord’s damages for Tenant’s breach of lease (including, without limitation, damages to Landlord resulting from lost rent during the remainder of what would otherwise have been the term of this lease, clean-up expenses, leasing commissions to real estate brokers, legal expenses in connection with re-letting the Premises, advertising costs and expenses of any repairs or redecoration that may be necessary in connection with re-letting the Premises); and (D) interest on the foregoing amounts from the date of Landlord’s election to terminate this lease hereunder until the date of payment, at the interest rate per annum equal to the interest rate determined by the Ohio Tax Commissioner for each year pursuant to Ohio Revised Code §5703.47(B). Until such time as Landlord expressly elects to terminate this lease under the preceding sentence, this lease shall continue in full force and effect notwithstanding the occurrence of such event of default. In the event Landlord elects to so terminate this lease, Tenant thereupon shall be deemed to have assigned and transferred to Landlord all unexpired insurance premiums, all deposits made with public utilities, and all rights of Tenant under all insurance policies to the extent such policies relate to the Premises, and Tenant shall deliver to Landlord any and all leases of any subtenant which have been approved in advance by Landlord and security deposits and advance rentals then held by Tenant.

Any rent or other sums payable hereunder by Tenant (excluding abated rent) which are not paid within 30 days after the date due shall bear interest from the date due to the date paid at the rate of 18% per annum.

Landlord and Tenant shall use best efforts to work together to resolve any disputes that may arise to the extent possible. The provisions of this §14 shall be cumulative in nature, and nothing contained in this section shall in any manner curtail, supplant, abridge, or otherwise affect adversely any right, recourse, or remedy which otherwise would be available to Landlord at law or in equity.

§15. Right to Cure Defaults. If Tenant fails to perform and observe all obligations and conditions to be performed and observed by it under this lease, then Landlord may, but shall not be obligated to, and, if notice is required, only upon the expiration of the notice period set forth in §14, above, cause the performance and observance of the obligation or condition to which the
default relates, and any and all costs and expenses incurred by Landlord in connection therewith, including without limitation reasonable attorneys’ fees, shall thereupon be due and payable immediately from Tenant to Landlord, with interest thereon at a rate equal to equal to the interest rate determined by the Ohio Tax Commissioner for each year pursuant to Ohio Revised Code §5703.47(B), from the time such costs and expenses were incurred by Landlord until Landlord is reimbursed in full by Tenant and the same shall be deemed additional rent hereunder to be paid by Tenant to Landlord.

§16. Indemnification. Tenant shall indemnify and save harmless Landlord against and from any and all claims, liabilities, losses, damages, injuries, costs, and expenses that hereafter may occur, arise or be claimed to occur or arise directly or indirectly from or out of: (a) any failure by Tenant to make any payment to be made by Tenant hereunder or fully to perform or observe any obligation or condition to be performed or observed by Tenant hereunder, (b) any cause whatsoever on, about or relating to the Premises during the term of this lease, however or by whomever caused, whether due in whole or in part to negligent acts or omissions on the part of Tenant or its employees, agents, invitees and licensees, and whether such acts or omissions are active or passive in character, including without limitation any use, misuse, possession, occupancy, or unoccupancy of the Premises by anyone during the term of this lease, or any failure by Tenant to perform and observe all obligations and conditions to be performed and observed by it under this lease, or the condition of the Premises, and (c) any costs or expenses incurred or paid by Landlord in connection with the foregoing, including reasonable attorneys’ fees and other costs and expenses in prosecuting or defending any of the foregoing, whether litigated or unlitigated.

Tenant hereby assumes the risk of any and all matters described in this §16. Landlord shall not be liable to Tenant for any loss, damage, injury, cost or expense whatsoever relating to the Premises, including without limitation any interruption or cessation of the business of Tenant or any subtenant, or loss incurred as a consequence of damage to or destruction of the Premises, however caused, and whether or not resulting from the negligence of Landlord and/or Owner, their agents or employees.

§17. Memorandum of Lease. This lease shall not be recorded; however, at the request of either Landlord or Tenant, the other party shall execute, acknowledge and deliver a memorandum of this lease pursuant to Ohio Revised Code §5301.251, for purposes of giving public notice of the rights and obligations of Landlord and Tenant under this lease.

§18. Cumulative Rights and Remedies. Each right or remedy of Landlord under this lease now or hereafter available to Landlord by statute, at law, in equity, or otherwise shall be cumulative and concurrent and shall be in addition to every other such right or remedy, and neither the existence, availability, nor exercise of any one or more of such rights of remedies shall preclude or otherwise affect the simultaneous or later exercise by Landlord of any or all such other rights or remedies.

§19. Survival of Obligations. No termination of this lease and no repossession of the Premises or any part thereof shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such termination or repossession.

§20. Assignment or Sublease. Tenant shall not pledge, mortgage, assign or otherwise transfer this lease nor sublease all or any part of the Premises without first obtaining Landlord’s express written consent to such assignment or sublease. Landlord may request such information
as is reasonable to render its consent hereunder, including without limitation the character and type of business of the purported assignee or sub-lessee, as well as the financial capability thereof. Consent by Landlord to one or more assignments of this lease or to one or more sub-lettings of the Premises shall not operate as a waiver of Landlord’s rights under this §20. No sublease shall release Tenant of any of its obligations under this lease or be construed or taken as a waiver of any of Landlord’s rights hereunder. Notwithstanding the foregoing provisions of this §20, Tenant shall not be required to obtain Landlord’s consent for a sublease of the Premises or the assignment of this lease to a subsidiary, affiliate, franchisor or franchisee of Tenant; provided, however, that such sublease or assignment and any future subleases or assignments shall be subject to all other provisions of this §20 and provided, further, that Landlord maintains approval authority of the subsequent use of the Premises.

§21. Landlord’s Access. In addition to the right specified in §10 above, Landlord and/or Owner and their agents, employees and designees shall have the right to enter the Premises at any reasonable times, after either oral or written notice to Tenant, for the purpose of inspecting the Premises, performing any work which Landlord elects to undertake hereunder, and exhibiting the Premises for sale, lease or sublease. Nothing herein shall imply any duty upon Landlord to do any such work which under any provision of this lease Tenant is required to perform, and the performance thereof by Landlord shall not constitute a waiver of Tenant’s default.

§22. Non-Waiver. No failure by Landlord to exercise any option hereunder or to enforce its rights or seek its remedies upon any default, and no acceptance by Landlord of any rent accruing before or after any default, shall affect or constitute a waiver of Landlord’s rights to exercise that option, enforce that right, or seek that remedy with respect to that default or any prior or subsequent default.

§23. No Third Party Benefit. This agreement is intended for the benefit of Landlord and Tenant and, except as otherwise provided in this agreement, their respective successors and assigns, and nothing contained in this agreement shall be construed as creating any rights or benefits in or to any third party.

§24. Litigation. If, because of Landlord’s relationship with Tenant created by this lease, Landlord or the Owner is made a party to any litigation commenced against Tenant or commenced by Tenant against any party other than Landlord, then Tenant shall pay all costs and expenses (including attorneys’ fees) incurred by or imposed upon Landlord in connection with such litigation.

§25. Notices. Any notice, demand, request or other communication required or desired to be given to either party shall be in writing and shall be deemed given when delivered personally or by overnight courier to that party’s address set forth below, or when deposited in the United States mail, first-class postage prepaid, certified or registered, return receipt requested, addressed to that party at said address or, in any case, at such other address as that party may theretofore have designated in notice to the other party as a place for the service of notice:
To Landlord: Worthington CIC  
Attention: David McCorkle  
6550 North High Street  
Worthington, Ohio 43085  
Phone: 614.436.4518  
Email: dmccorkle@ci.worthington.oh.us

To Tenant: COhatch Worthington LLC  
Attention:  
______________________  
______________________  
Phone:________________  
Email:________________

§26. **Surrender and Holding Over.** If Tenant, or any party claiming under Tenant, remains in possession of the Premises, or any part thereof, after any termination of this lease, Tenant or such party claiming under Tenant shall be deemed a tenant from month-to-month in the same rent and other terms and conditions as set forth in this lease, subject to termination by either party upon 30 days written notice to the other party.

§27. **Severability of Provisions.** The intention of the Parties to this agreement is to comply fully with all laws governing leases, and this agreement shall be construed consistently with all such laws to the extent possible. If and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this lease, and holds that part or all of the provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this agreement, which shall remain in full force and effect.

§28. **Governing Law.** All questions concerning the intention, validity or meaning of this lease or relating to the rights and obligations of the Parties with respect to performance hereunder shall be construed and resolved according to the laws of the State of Ohio.

§29. **Entire Understanding.** This document (with its attachments) contains the entire agreement between the Parties and merges and supersedes all prior discussions, representations, warranties, agreements, or undertakings of every kind and nature between the Parties with respect to the subject matter of this document. No changes, alterations, modifications, additions or qualifications to this agreement shall be made or binding unless made in writing and signed by each of the Parties.

§30. **Construction of Agreement.** The captions at the beginnings of the several sections of this lease are not part of the context of this lease, but are merely labels to assist in locating those sections, and shall be ignored in construing this lease. The time for payment of rent and all other amounts to be paid by Tenant under this lease and for performance and observance of all other obligations and conditions to be performed or observed by Tenant under this lease shall be the essence of this lease. Each exhibit referred to in this lease is hereby incorporated herein by reference. This lease may be executed in several counterparts and each executed counterpart shall be considered as an original of this lease.

§31. **Renewal Option.** Tenant shall have an option to renew this lease for two additional
terms of five years each, with the first such renewal period to begin upon the full completion of the initial 10-year term of this lease, provided, that Tenant at all times theretofore has fully performed and observed all obligations and conditions to be performed and observed by Tenant under this lease (including Tenant’s performance under the Development Agreement) and provided, further, that such exercise of the renewal option is approved by the Owner, which approval shall not be unreasonably withheld. Tenant’s first renewal option shall be exercisable at any time not later than 270 days prior to the end of the initial term of this lease described in §2, above, and shall be deemed exercised if and when Tenant gives Landlord notice stating that Tenant thereby exercised. The succeeding renewal options shall be exercisable at any time not later than 180 days prior to the end of the preceding term. If Tenant exercises its renewal option as described herein, and it is thereafter approved by the Owner, all provisions of this lease applicable during the initial term of this lease shall also be applicable during such renewal term, except that the Base Rent set forth in §3, above, shall for the first 12-month period of the first renewal term be equal to 102% of the Base Rent per square foot for the immediately preceding 12-month period; and any reference in this lease to the “term of this lease” shall include the renewal term with respect to which Tenant so exercises its option. If Tenant fails to exercise its renewal option as described in this §31, or fails to fully perform and observe all obligations and conditions to be performed and observed by Tenant under this lease, then Tenant’s renewal option under this §31 thereupon shall terminate.

§32. **Signage.** Tenant, at Tenant’s own cost and expense, may install its customary and usual signage on and adjacent to the Kilbourne Building, subject to applicable zoning ordinances and Worthington Architectural Review Board approvals.

§33. **Right to Terminate.** Tenant has entered into this lease in the expectation of obtaining, after expiration of all applicable appeal periods, a Conditional Use Permit (the “CUP”) approved by the Worthington Municipal Planning Commission to operate Tenant’s business within the Premises, built-out according to Tenant’s plans and specifications.

Tenant shall apply for the CUP without unreasonable delay and Landlord shall execute such documents, make such appearances and do such other things as Tenant may reasonably request in connection therewith. Tenant may (but shall not be obligated to) terminate this lease if, after first application, the CUP is denied or is not obtained within 90 days.

§34. **Right of First Refusal.** If at any time during the initial term of this lease should the premises comprising the northern portion of the first floor of the Kilbourne Building, which portion is currently leased to another tenant, becomes available for lease and Landlord receives one or more bona fide offers to lease such space, which Landlord desires to accept, Landlord will notify Tenant in writing together with a copy of such offer or contract. Tenant will then have ten (10) days from receipt thereof to match the offer in every respect and notify Landlord in writing by the close of business of the tenth day that it will lease the premises specified in Landlord’s notice on substantially the same terms and conditions contained in the offer. Tenant’s failure to so notify Landlord within such ten-day period shall constitute Tenant’s election not to lease such premises. This right of first refusal shall be contingent upon Tenant not being in default under this lease beyond any applicable cure period.

§35. **Successors in Interest: Personal Liability.** Except as otherwise provided in this agreement, all provisions of this agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, successors and assigns of each party to this
agreement. 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 Landlord. No official executing or approving the Landlord's roles and responsibilities under this Agreement shall be liable personally hereunder or be subject to any personal liability or accountability.

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

LANDLORD: TENANT:

By: ____________________________  By: ____________________________
Its: ____________________________  Its: ____________________________

Signed and acknowledged in the presence of:

____________________________________  _________________________________

____________________________________  _________________________________

Acknowledgements contained on the following page.
STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public in and for said State, personally appeared the above-named __________________________ who acknowledged that s/he did sign the foregoing instrument and that the same is her/his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal at ________________, this ______ day of ________________, 2016.

________________________________
Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN

Before me, a Notary Public in and for said State, personally appeared the above-named __________________________ who acknowledged that s/he did sign the foregoing instrument and that the same is her/his free act and deed.

In Testimony Whereof, I have hereunto affixed my name and official seal at ________________, Ohio this ______ day of ________________, 2016.

________________________________
Notary Public
EXHIBIT “A”

The Premises
EXHIBIT “B”

Utilities Service Provided

- Electric Service: 400 amp 3 phase with meter socket. Service sourced from north side of the Kilbourne Building. Voltage will be 208/120.

- Natural Gas: manifold in the basement with space for Tenant’s meter. Utility provider, Columbia Gas, line is low pressure (7 inch water column). Service sourced from Kilbourne Building’s south wall.

- Water: 2-inch copper line. Tenant to install, or cause to have installed, a deducting meter.

- Sanitary Sewer: Tie-in provided for in various locations. Sanitary sewer stub will be 4-inch. Service located near center stairwell toward Kilbourne Building’s east wall.

- Telecommunications: Time Warner and AT&T service available on-site.
EXHIBIT “C”

Common Area Improvements

- Move or remove existing entryway wall on 1st floor. This may include purchase or installation of a glass door/wall or new storefront (Landlord’s contribution not to exceed $7,000);
- Acquisition and installation of complete HVAC system, including ductwork and electrical hookups;
- Installation and completion of two bathrooms in basement;
- Finish floors in common area of basement;
- Finish ceiling in common area of basement;
- Repair and finish common area stairs of basement that lead to southern space. This shall include railings;
- Add door at top of common area stairs of basement that separates the southern space from the common area;
- Paint elevator door and frames (all three levels);
- Replace all basement windows and frames;
- Sand and paint all exterior window frames; and
- Installation of concrete parking blocks between northern exterior wall of building and parking lot.
EXHIBIT “D”

Concept Plan
MEMORANDUM

TO: Matt Greeson
FROM: David McCorkle
DATE: November 4, 2016
SUBJECT: Kilbourne Building Lease & Development Agreement

In July 2016, the City began discussions with Matt Davis, the founder of COhatch Worthington LLC, who expressed interest in the southern space on the 1st Floor, as well as the entire basement space of the Kilbourne Building. COhatch is a membership-based model that provides co-working space to small business professionals and entrepreneurs in suburban settings. They also provide access to conference rooms, various business-related events, and add-on services such as printing and fractional administrative support. COhatch recently opened their first co-working location in downtown Worthington.

Mr. Davis has obtained a preliminary estimate for the proposed project buildout. The southern portion of the first floor will be used as a co-working business concept, including open desk space and office memberships, administrative support services, conference space, member events and other uses incidental thereto. The north side of the lower level space will be used for a “makerspace”. The activities involved with the “makerspace” use shall be considered to be so-called “clean activities” only that do not create noise, dust, odors or other conditions that may be reasonably objectionable to other users of the Kilbourne Building. City staff been exploring the possibility of co-working and makerspaces for several years and are excited to see the concept come to Worthington.

Last year, the City received a $300,000 grant from the State of Ohio and coupled that with additional City funding to make certain changes to the building. The mezzanine was removed, an elevator was added and utility lines and connections were included. The spaces were divided into the current northern and southern portions. As part of the City’s 2015 street improvement program the sidewalk in front of the building and a portion of the parking lot were repaired. These improvements were made as an incentive to attract potential users of the building that the City envisioned would activate that segment of the Village Green, starting in the northern portion of the 1st floor with Sew to Speak.
The proposed lease with COhatch Worthington LLC is structured much like the Sew to Speak lease, with the tenant paying for approximately $510,000 of improvements in exchange for rent concessions. This arrangement achieves the objective of having that space built out with the tenant’s dollars, leaving the City’s capital dollars available for other City projects. The use complements the sewing/retail use, and is a business with a strong sense of community. The Lease is drafted such that the Worthington CIC is the Landlord, based upon the direction of Council several years ago that the CIC be responsible for leasing activities at the site. A copy of the term sheet that has been used as a basis for the lease draft is attached.

The proposed Development Agreement with COhatch Worthington LLC is structured to provide City staff and community members with access to a public patio on the Village Green, as well as monthly use of the event and makerspaces for classes/workshops/events. The proposed Development Agreement will also require COhatch to provide the City with relevant member (business) information that may be used by the City to track income tax revenue generation for both COhatch Worthington locations. On a quarterly basis, COhatch will provide the City with progress reports for both COhatch Worthington locations that may be used by the City to track programming success, economic impacts, incubation/acceleration potential, and co-working trends. Funds shall be distributed to COhatch in four (4) installments. The first installment of $40,000 is payable upon the Commencement Date of the first sublease agreement between COhatch and its membership. Three (3) subsequent installment shall be in the amount of $20,000 each and shall be distributed on or around January 1, 2018, January 1, 2019, and January 1, 2020, respectively. Distribution of all four (4) installments are contingent upon COhatch meeting the terms and conditions set forth in the Development Agreement, as well as the availability of funding. No additional distributions shall be made for years 4 – 10 of this Agreement.

The CIC recommended approval of this lease and the terms of the Development Agreement at its meeting on September 9, 2016 based on the terms that were presented.

Based on an initial 10-year term and the amount of money invested in the improvements, the $15.00 per square foot rent for the 1st floor, and the $5.00 per square foot rent for northern portion of the basement, with increases of 2% every year, would be abated for the full 120 month initial lease term. The 1st floor rent rates are the same as Sew to Speaks.

Assuming all approvals and contingencies are satisfied, the Lease and Development Agreement are estimated to begin in Summer/Fall 2017. Both agreements are structured to commence when COhatch opens for business, but no later than January 1, 2018.
CIC of Worthington – Minutes for Friday, September 9, 2016, 8:00 a.m., 2nd Floor of the Louis J. R. Goorey Municipal Building, 6550 N. High Street.

Board members in attendance were Tom Carter, Matt Greeson, Kathy Holcombe, David Norstrom, Chris Peffly, Doug Smith and Ben Struewing. Also in attendance were Economic Development Manager David McCorkle, Assistant City Manager Robyn Stewart and Law Director Pam Fox.

The meeting was called to order at 8:02 a.m.

Mr. Smith asked for approval of the minutes from the July 8, 2016 meeting. Mr. Norstrom moved for approval, seconded by Ms. Holcombe. The motion passed.

Mr. Smith asked for approval of the minutes from the August 19, 2016 meeting. Mr. Carter moved for approval, seconded by Mr. Peffly. The motion passed.

Mr. Smith asked for the financial report. Ms. Stewart noted the financials for July. The August report will be prepared once the bank statement is received. Ms. Stewart noted that the financials reflected the transfer of the grant funds back to the City. Mr. Smith asked about the timing for the payment of ReCAP funds and proposed funding amount for 2017. Ms. Stewart replied the payments are made once City Council approval of the application is effective. The 2017 budget is under development and it is too early to know the amount that will be included in the City Manager’s budget. At this early point in the budgeting process, the proposed funding level is the same as in 2016. Mr. Norstrom moved for acceptance of the financial reports, seconded by Mr. Struewing. The motion passed.

Mr. Smith introduced the next agenda item, ReCAP applications. Mr. McCorkle noted three applications this round. One is from Central Ohio CPR and the other two are from Worthington Galena LLC. Those two are essentially the same renovation to two buildings next door to each other except one has replacement of a glass door.

The first application is for 6260 Huntley Road. The total project cost, based on the lowest bid, is $4,500. The City’s share under the ReCAP program would be about $2,200. The applicant owns the building, having just purchased it in December 2015, however they have operated their business in Worthington since 2007. They are retired firefighters. The scope of the project involves sealing open cracks, power washing and sanding down the building, repainting the entire building, and replacement of an entry door. They may replace the awnings if they fit within the budget.
Mr. Greeson asked if they plan to do anything in the front of the building. Mr. McCorkle said they did not. He further stated he discussed this application with Ms. Stewart and it may be more deferred maintenance than we are seeking with this program. They did not submit renderings. The Neighborhood Design Center was contacted but did not work with them until they heard they were ready to submit. The proposed color scheme is taupe and black. They may replace the awnings but they are not in the scope of this application. It is a small request and does not create a very dynamic project. It scored just above the minimum threshold and he would like feedback from the Board as to whether this is the type of project that should be funded through the ReCAP program.

Mr. Struwing noted the side of the building where the work is being done is very visible from the street, although it would be good to have work done on the front. Mr. Carter and Ms. Holcombe commented that the blue awnings will look really bad with the new color scheme. Mr. Carter stated they need to do the awnings. He further commented that the cost seems low for the work. Mr. McCorkle replied that they submitted bids. Mr. Norstrom stated it seems like deferred maintenance and doesn’t meet the program requirements.

Mr. Struwing commented the current owners bought it for $500,000. They made investments in the interior which are very specialized. They are currently listing it for sale with an asking price of $1,200,000. At one point it was worth that asking price, but they bought it for $500,000 because of the way it looks. He agrees the proposed project is deferred maintenance. This is a question regarding the purpose of the program. He doesn’t believe the $1,200,000 will hold for a number of years but if they can sell it, it may stay valued at that price for the short term. He stated he doesn’t think this is a good investment for the program. If they can really sell it for that asking price, they should be willing to address this deferred maintenance anyway. Mr. Smith commented that he doesn’t like the fact it’s for sale at the same time it is being considered for this program.

Mr. Greeson referred to the ReCAP program policy. It states that eligible improvements include painting, masonry cleaning and awnings if they’re part of an updated design or visual change. They are ineligible if part of routine maintenance. It is up to the Board to determine which category fits this project. They didn’t work with the Neighborhood Design Center (NDC), so the Board could say it prefers a greater visual impact and they need to work with the NDC. The Board could also suggest the program can’t be used to facilitate the sale of the building.

Mr. Struwing suggested the program should focus most on vacant buildings and this one is leased.

Ms. Holcombe stated the proposed project won’t be an improvement, so she is not supportive of the funding.

Mr. Peffly suggested sending them back to the NDC to see if they’ll bring back something stronger.

Mr. Norstrom suggested the Board discuss what the program should be. Ms. Stewart responded that would be a good agenda item for the next meeting since we’ll be preparing for the 2017 program.

Mr. McCorkle overviewed the other two applications. The owner of the buildings is Oxford Realty and the buildings are next door to each other. The award amount for each building would be $23,800. They have owned buildings in Worthington for a long time, but there is no other tie to the community. The scope of work includes stucco entryways, painting of trim and doors, a metal canopy over the entryway, window framing and trim, LED light fixtures, letter signage, planters and
the replacement of a glass storefront on 7067 Huntley Road. He showed the renderings of the two buildings which were the same except for a change in color scheme.

Mr. Greeson asked if they are painting all the brick. Mr. McCorkle responded in the affirmative. Ms. Fox asked if the monument signage would go away and be replaced with building signage. Mr. McCorkle replied he did not believe that would be the case.

Mr. Norstrom asked if the planters were permanent. Mr. McCorkle states it does not appear they so.

Mr. McCorkle stated that there are currently insufficient funds in the program to fully fund both buildings, so it would be a partial funding approval. Scorecards Unlimited, who was previously approved for funding under the program, recently found out about a significant outstanding tax liability and may not be able to move forward with their project. If this is the case, then more funding is available for the current applications.

Mr. Norstrom asked if the Board can recommend approval of the applications for these two buildings without knowing whether the additional funds will be available. Ms. Stewart responded that yes, the Board can make it recommendations contingent on the amount of funds available. Staff should have clarification on Scorecards Unlimited’s plans prior to taking these applications to City Council for approval of funding.

Mr. Carter commented their proposals for the buildings vary quite a bit among the options presented with varying cost estimates. He wants to make sure we get everything we’re paying for. Ms. Stewart responded that we can make sure we have updated bids to clarify the options to be implemented and cost.

Mr. Carter asked if the program pays for tenant specific signage. Ms. Stewart responded it has in the past. Mr. Struewing commented that signage can make a real difference and this would standardize it. When tenants move out, they should have to replace it at their cost. Mr. Carter suggested having criteria about what signage must look like in the future without our financial participation. Mr. Norstrom suggested a contingency in the grant that future signage must conform to existing signage.

Mr. Smith commented he wanted the project contingent on available funds and future signage on the building must match this proposal.

Mr. Greeson moved to fund these two applications. Both buildings must be accomplished and the full amount be approved contingent upon receiving money from a non-performed project or up to the amount of program funding available with two contingencies, (a) the monument sign be renovated to conform with the overall buildings’ design and (b) this owner maintain the approach to signage and style on the buildings regardless of tenant changes. Mr. Carter seconded the motion. Ms. Fox asked for clarification as to what happens if there is not enough money to fully fund the project. Mr. Greeson replied there would be partial funding for both buildings. The motion passed.

Mr. Smith left the meeting.

Mr. McCorkle started the next agenda item, a discussion of the Kilbourne Building. He has been in discussions with COHatch regarding the lease. The lease terms would be similar to the lease with
Sweet Carrot. Rent would be set at $15 per square foot on the main floor with rent of the northern half of the basement at $5 per square foot. The lease would be essentially the same except with stronger language if they are not moving forward with the completion of the renovations. The rent would be abated for a set period of time in recognition of the building improvements they will make. The length of the abatement would be calculated from the rent amounts and the value of the building improvements. Ms. Fox stated the lease will have a timeline for submitting plans or they start paying rent.

Mr. Struewing inquired about their financing. Mr. McCorkle replied they reported obtaining financing through a local bank for $500,000 at 4.5% interest.

Staff has been working on a parallel development agreement. The agreement would be for 10 years and is essentially a contract for services. The City has been very interested in a co-working and maker space in Worthington and would like to have this operation as a resource. As part of this agreement, the City will receive the following items: two monthly meeting passes, assistance with collection of information about businesses using the space, construction of an open patio for activities and events, public access to event space at least once per month, and quarterly tracking of metrics such as number and nature of members. They will construct a second patio on the south side of the building which will be for the exclusive use of members. Worthington Libraries is very interested in the maker space to the point to offering to provide programming.

Mr. McCorkle provided an overview of comparisons from other communities of investment in business development and/or incubation. The other communities invest significant funds into the operations. Grove City has the lowest annual investment of approximately $75,000. Dublin invests about $200,000 per year. These tend to involve a different product with large facilities, onsite staff and greater focus on incubation. The COHatch agreement is most similar to the “Cultivate” operation in Grove City. The City pays $75,000 to Rev One Ventures to provide consultation in Cultivate.

The proposal with COHatch is a ten year agreement for services of $100,000, which would be front loaded. The payments would likely occur over the first few years but the services provided would extend over ten years.

Mr. Carter asked what happens if they leave before the end of the ten years. Ms. Fox replied there will be a clawback provision in the contract. Ms. Stewart added that the City will have the renovated space since COHatch will need to make the building investment up front in exchange for the rent abatement over time.

Mr. McCorkle stated the agreements will need to be approved by the City Council. Ms. Fox added the need for approval by Municipal Planning Commission since this involves a Conditional Use.

Ms. Holcombe moved to pursue the lease at $15 and $5 per square foot as presented with a rent abatement set after the construction estimates are confirmed and an economic development agreement of $100,000 for ten years as outlined in the meeting. Mr. Peffly seconded the motion, which passed.

Mr. Carter asked about the timing of the funding for the development agreement. Mr. McCorkle stated it will likely be $50,000 up front and two subsequent annual payments of $25,000.
Mr. Carter and Mr. Peffly left the meeting at 8:56 a.m.

Mr. Struwing asked how the money to COHatch would be spent. Ms. Stewart replied this is essentially a contract for services, so there is not specific direction on how the money must be spent as long as the services are provided. Ms. Holcombe suggested we probably want to know where the money is going. Ms. Stewart concurred with that statement as it relates to the lease components, building investment and rent abatement. Ms. Fox commented the lease will reference the development agreement so there could be recourse there if terms aren’t met. Mr. Struwing suggested the lease and the development agreement be tied together so if one is defaulted, so is the other. If COHatch pulls out, the City, CIC or someone else could run the co-working and maker space.

Mr. Struwing encouraged understanding of where the money is going for the building improvements tied to the rent abatement. Furniture can walk out the door. Mr. McCorkle replied they have been clear that furniture and fixtures are not eligible. He further stated that Sullivan Construction previously toured the building and estimated investment at $350,000 - $400,000 without the basement, so the numbers are consistent since COHatch is projecting $100,000 for basement work.

Mr. Norstrom asked about next steps. Mr. Greeson replied City Council will need to introduce an ordinance authorizing the City Manager to sign the lease and agreement. They will also need to go in front of the Municipal Planning Commission for the Conditional Use approval.

Ms. Stewart asked if the Board was comfortable with allowing these items to proceed without returning to the Board as long as we stay within the concept presented here. The Board concurred.

Ms. Fox stated the patio will require ARB approval, which may take longer so we’ll deal with it in an addendum to the lease.

Mr. Struwing commented that with two tenants in the building, we’ll need to have clearly defined leased premises and the City’s common area. Mr. McCorkle stated we have to do that for tax purposes. Ms. Fox said taxes will be tricky once it becomes taxable. COHatch is putting in more investment than Sew to Speak. Mr. Struwing replied market is proportionate share.

Mr. Greeson stated the common area is sparse. It is in our interest to negotiate in a way where the COHatch contractor finishes it off. We can tie that to the development agreement and abatement.

Ms. Holcombe left the meeting at 9:07 a.m.

Ms. Fox stated we are trying to open up the area in front of Sew to Speak’s space for better visibility. We may be able to incorporate historical images into the entry way. Mr. McCorkle commented that COHatch wants to round off the wall and brand it for the maker space.

There being no further business before the Board, the meeting adjourned at 9:15 a.m.
LEASE TERM SHEET

Building: 752 High Street, downtown Worthington, known as the “Kilbourne Memorial Building”

Owner: City of Worthington

Landlord: Community Improvement Corporation of Worthington

Tenant: COhatch Worthington LLC

Term(s):
- Base Term: one hundred-twenty (120) months
- First Renewal Option Term: sixty (60) months
- Second Renewal Option Term: sixty (60) months

*First and Second Renewal Option Terms shall be subject to review and approval by the Worthington City Council before the Owner and Tenant execute the respective Renewal Option.*

Use:
The southern portion of the first floor will be used as a co-working business concept, including open desk space and office memberships, administrative support services, conference space, member events and other uses incidental thereto. The north side of the lower level space will be used for a “makerspace”. The activities involved with the “makerspace” use shall be considered to be so-called “clean activities” only that do not create noise, dust, odors or other conditions that may be reasonably objectionable to other users of the Kilbourne Building. The “makerspace” portion of the Premises may not be used for the separate co-working activities authorized for the first level portion of the Premises.

Tenant Background: COhatch is a membership-based model that provides co-working space to small business professionals and entrepreneurs in suburban settings. They also provide access to conference rooms, various business-related events, and add-on services such as printing and fractional administrative support.

Lease Commencement: On or about July 1, 2017

Base Rent:

**1st Floor**
- Base Term: $15/psf (triple net). Rent will increase by 2% each year of the lease.
- First Renewal Option Term: $18.28/psf, with 2% annual increases
- Second Renewal Option Term: $20.19/psf, with 2% annual increases

**Basement**
- Base Term: $5/psf (triple net). Rent will increase by 2% each year of the lease.
- First Renewal Option Term: $6.09/psf, with 2% annual increases
Second Renewal Option Term: $6.73/psf, with 2% annual increases

Rent abatement is based on a value of improvements that COhatch is making to the building in the amount of approximately $510,000, which calculates to 120 months of abated rent. Landlord shall have the right to verify Tenant’s construction costs and if Landlord’s verification determines the total improvement costs paid by Tenant to be less than $510,000, the rent abatement may be adjusted.

Owner Improvements: Owner shall be responsible

Additional Expenses: Tenant responsible for the payment of real estate taxes, insurance, and utilities, which may be separately metered.
ORDINANCE NO. 38-2016

Authorizing the City Manager to Enter into a Development Agreement with COhatch Worthington LLC for Development Services Associated with COhatch’s Co-Working and Makerspace Operations in the Kilbourne Building.

WHEREAS, COhatch Worthington LLC (“COhatch”) is interested in leasing approximately 6100 square feet of space in the James Kilbourne Memorial Library Building to operate a co-working business concept, including open desk space and office memberships, administrative support services, conference space, member events and the creation of a “makerspace” area; and,

WHEREAS, within the past several years the City has explored options to create and develop co-working and “makerspace” concepts as a means of encouraging and enhancing economic development opportunities within the City; and,

WHEREAS, COhatch operates and manages co-working space in Downtown Worthington and is looking for expansion opportunities for its members; and,

WHEREAS, in furtherance of the City’s goal of offering co-working opportunities within the City, COhatch has agreed to provide related services to the City pursuant to the terms and conditions of a Development Agreement which will result in certain annual memberships to the City, public access to makerspace and/or event space, assistance with tracking income tax revenue generated from the business and progress reports.

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

SECTION 1. That the City Manager is hereby authorized and directed to enter into a Development Agreement with COhatch Worthington LLC in substantially the form of the agreement attached hereto as Exhibit “A” and incorporated herein, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the City Manager, establishing the conditions of the payments to be made under such agreement and the services to be provided.

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

Introduced October 17, 2016
P.H. November 7, 2016

Clerk of Council
DEVELOPMENT AGREEMENT

This Development Agreement is made effective as of __________________________ [insert effective date of Worthington City Council approval ordinance], 2016 at Worthington, Ohio between the City of Worthington, whose address is 6550 North High Street, Worthington, Ohio 43085 (the “City”), and COhatch Worthington LLC, an Ohio limited liability company whose address is 659 High Street, Worthington, Ohio 43085 (“COhatch”) (both collectively referred to herein as the “Parties”), who hereby agree as follows:

§1. Services. COhatch agrees to provide the services set forth in the Scope of Work (the “Services”) as detailed on Exhibit “A”, attached hereto and made a part hereof, and to do so according to the schedule set forth therein.

§2. Kilbourne Lease. On the terms and subject to the conditions set forth in a separate lease agreement (the “Lease”), COhatch intends to lease a portion of the building known as The James Kilbourne Memorial Library Building at 752 High Street, Worthington, Ohio (the “Kilbourne Building”), which portion consists of approximately 2,422 square feet of space on the first level; 2,042 square feet of space on the north section of the lower level; 1,700 square feet of space on the south section of the lower level; and an area on the outside of the Kilbourne Building to include an outdoor patio, together with the use of the common areas including restrooms, and all appurtenances and other improvements thereto, and the non-exclusive use of the parking spaces now or hereafter located thereon in the parking lot immediately to the north of the Kilbourne Building.

§3. Fee for Services. Fees shall be paid to COhatch in four (4) installments. The first installment of $40,000 (the “Initial Installment”) is payable upon the Commencement Date as defined in the Lease. Three (3) subsequent installments shall be in the amount of $20,000 each and shall be distributed on the anniversary date of the Initial Installment, following satisfactory completion of the Services during that previous year and the City’s proof that the deliverables described in the Scope of Work have been met, to include a detailing of the Services performed and the date(s) of performance. No additional distributions shall be made for years four through ten of this Agreement. All payments shall be made pursuant to the annual appropriation therefor. The City’s obligation to pay additional sums due under this Agreement shall be considered terminated when the full amount herein has been invoiced and paid.

§4. Term and Termination. The term of this Agreement shall commence on the Commencement Date as defined in the Lease and continue for a 10 (ten) year period, unless terminated sooner as set forth herein. The term of this Agreement may be extended only by a written agreement executed by an authorized representative of COhatch and the City.

§5. Relationship of Parties; Independent Contractor Status. The City and COhatch agree that an employer-employee relationship does not exist between them, and that their relationship is strictly that of contract, COhatch being an independent contractor free from interference or control by the City in the performance of its work pursuant to this Agreement, subject only to the terms of this Agreement and adherence to all applicable federal, state and local laws. COhatch acknowledges and agrees that, as an independent contractor, it is not covered by workers or unemployment compensation insurance provided by the City and expressly waives any such coverage. COhatch agrees to be solely responsible for the payment and withholding of any applicable federal, state, local, or other taxes (including, but not limited to, workers
compensation and unemployment insurance) from its own earnings and any compensation paid to its agents and employees.

§6. Indemnification. COhatch shall indemnify, defend, and hold harmless the City, its elected officials, officers, employees, agents or any of them, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys’ fees, arising out of the negligent acts or omissions of COhatch, to the extent caused in whole or in part by the negligent acts or omissions of COhatch, any of its subcontractors, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this paragraph.

§7. Insurance. COhatch shall, at its own expense, obtain and maintain its own insurance covering its obligations under this Agreement. COhatch shall provide to the City, prior to commencement of work hereunder, certificates of insurance evidencing the coverage. Failure to provide certificates of insurance prior to commencement of work hereunder shall not constitute a waiver by the City or relieve COhatch from its obligations herein.

§8. Default. It shall be deemed an event of default under this Agreement if COhatch: (a) fails to perform the Services in accordance with this Agreement or breaches any provision of this Agreement and fails to correct such default or breach within thirty (30) days after the City gives COhatch written notice to do so or, if because of the nature of such default it cannot be corrected within such thirty (30) day period, COhatch fails to commence correction within such thirty (30) day period and thereafter expeditiously and continuously prosecutes the correction to completion; (b) assigns its interest in this Agreement, unless pursuant to §10(d) hereunder; (c) abandons or vacates its occupancy under the Lease or otherwise terminates the Lease without cause; or (d) files a petition in bankruptcy, becomes insolvent or proceeds to terminate or dissolve its existence.

Upon the occurrence of an event of default by COhatch which is not cured within the applicable time period, the City shall have the right to terminate this Agreement and require COhatch to repay the amounts previously remitted by the City under this Agreement, proportionate to the amount of time remaining in the term at the time of default multiplied by the annualized rate ($10,000) of the fees paid. As an example, if a default and subsequent termination occurs in year six of the term, COhatch shall be required to repay the annualized rate multiplied by the remaining time left. Such repayment by COhatch shall be paid within sixty (60) days following the date the City notifies COhatch of its determination hereunder and the amount of the repayment requested. The City’s failure to notify the Company at any point in time that a repayment is required shall not constitute a waiver of the City’s right to do so. A default under this Agreement may be considered to be a factor in the determination of whether to grant consent to COhatch’s exercise of its option to renew the Lease.

COhatch may terminate this Agreement in the event of the City’s failure to timely pay any undisputed amount due hereunder upon thirty (30) days prior written notice to City. The City and COhatch shall work together in a timely manner to resolve any dispute arising out of this Agreement.
§9. Ownership of Documents. All deliverable documents furnished by COhatch pursuant to this Agreement, are instruments of service and as such, upon payment of all sums earned and due to COhatch shall be owned by the City. Documents shall be immediately delivered to the City by COhatch on any termination of this Agreement, whether or not any dispute exists between the City and COhatch during or following the termination of this Agreement, so long as payment of all sums earned and due have been paid. Upon any termination of this Agreement, COhatch shall immediately deliver or release to the City all work product or work-in-progress created through the date of termination, and City shall promptly pay COhatch for work performed through such date.


(a) Compliance with Laws and City Policies. COhatch shall comply, and shall ensure that its agents, officers, directors, employees, representatives, servants and vendors comply with all applicable federal, state and local laws, rules, regulations and ordinances, as well as all policies and procedures applicable to the City’s independent contractors, in its performance pursuant to this Agreement. In particular and without limitation, COhatch will comply with all federal, state and local laws regarding equal employment opportunity and nondiscrimination. Any agent or representative of COhatch who fails to comply with an applicable law, rule, regulation, ordinance or City policy shall, at the request of the City, be removed from any work pursuant to this Agreement. COhatch will not permit the possession or use of any illegal drugs at the Kilbourne Building. No employee, agent or representative will report to work impaired or under the influence of alcohol or any illegal drug.

(b) Publicity; Use of Name. Either party may not use the name or any logo, trademark or other indicia of the other without prior written consent of an authorized representative.

(c) Notice. Any notice, demand, request or other communication required or desired to be given to either party shall be in writing and shall be deemed given when delivered personally or by overnight courier to that party’s address set forth below, or when deposited in the United States mail, first-class postage prepaid, certified or registered, return receipt requested, addressed to that party at said address or, in any case, at such other address as that party may theretofore have designated in notice to the other party as a place for the service of notice:

To the City:
City of Worthington
Attention: David McCorkle
6550 North High Street
Worthington, Ohio 43085
Phone: 614.436.4518
Email: dmccorkle@ci.worthington.oh.us
(d) **Assignment.** COhatch shall not assign or otherwise transfer its interest in this Agreement without first obtaining the City’s express written consent to such assignment. The City may request such information as is reasonable to render its consent hereunder, including without limitation the character and type of business of the purported assignee, as well as the financial capability thereof. Consent by the City to one or more assignments of this Agreement shall not operate as a waiver of the City’s rights hereunder. Notwithstanding the foregoing, COhatch shall not be required to obtain the City’s consent for an assignment of this Agreement to a subsidiary, affiliate, franchisor or franchisee of COhatch; provided, however, that such assignment and any future assignments shall be subject to all other provisions of this Agreement and provided, further, that such assignee provides substantially the same services as COhatch is obligated to provide through the term of this Agreement.

(e) **Waiver.** No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving party. No waiver with respect to a specific circumstance shall be deemed a waiver as to any other circumstance.

(f) **Governing Law; Venue.** This Agreement has been drawn and executed in the State of Ohio. It is the intention of all parties to this Agreement that all questions concerning the intention, validity, or meaning of this Agreement or relating to the rights and obligations of the parties with respect to performance hereunder shall be construed and resolved according to the laws of the State of Ohio. Causes of action between COhatch and the City shall be filed and brought before a court of competent jurisdiction in Franklin County, Ohio.

(g) **Severability.** If and to the extent that any court of competent jurisdiction is unable to construe part or all of any provision of this Agreement, and holds part or all of that provision to be invalid, such invalidity shall not affect the balance of that provision or the remaining provisions of this Agreement, which shall remain in full force and effect.

(h) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of COhatch and the City regarding the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written arrangements, any and all of which are hereby made null and void. This Agreement may be amended solely by a written agreement executed by an authorized representative of COhatch and the City.
IN WITNESS WHEREOF, the Parties have executed this Development Agreement as of the day and year first written above.

CITY OF WORTHINGTON:  
By: ________________________________  
Its: ________________________________

COHATCH WORTHINGTON LLC:  
By: ________________________________  
Its: ________________________________

Approved as to form:

____________________________________
Pamela A. Fox, Director of Law
EXHIBIT A

SCOPE OF WORK

The City of Worthington desires to engage COhatch Worthington LLC for a period of no less than ten (10) years, and at an annualized cost of $10,000, to facilitate and execute a multitude of services associated with the construction, implementation, operation and sustainability of co-working and makerspace activities at The James Kilbourne Memorial Library at 752 High Street.

The Kilbourne Building, completed in 1927 and later expanded in 1956, was constructed with a donation by family members of one of the City’s founders. The facility has been used variously as a city library and school board offices. The City owns the building in fee simple, having acquired the facility in 2006 from the Worthington City Schools; the Worthington Community Improvement Corporation presently has primary responsibility for the facility. Located in downtown Worthington’s historic district, which is on the National Register of Historic Places, the Kilbourne Building represents a critical commercial redevelopment site in the City’s inventory. COHatch intends to enter into the Lease with the Worthington Community Improvement Corporation to occupy the Kilbourne Building for a period of no less than ten (10) years.

SERVICES TO BE PROVIDED BY COHATCH

1) A portion of the outdoor patio on the south and west side of the Kilbourne Building (approximately 1,000 square feet in size), to be accessible to the public when not used by COhatch.

Deliverable: Outdoor patio accessible to public
Delivery Date: Commencement Date of the Lease

2) Two (2) annual “Meeting Pass” memberships for each year of the Development Agreement. Memberships can be assigned to one representative of the City, and one representative of the Worthington Library System, or any combination of the two. These memberships may be used at both COhatch Worthington locations (659 High Street, Worthington, OH 43085 or 752 High Street, Worthington, OH 43085).

Deliverable: (2) “Meeting Pass” memberships each year
Delivery Date: From the Commencement Date under the Lease to and including the tenth anniversary of the Lease

3) Provide the City with relevant member (business) information that may be used by the City to track income tax revenue generation for both COhatch Worthington locations (659 High Street, Worthington, OH 43085 or 752 High Street, Worthington, OH 43085). This information may include, but is not limited to, membership roster, membership contact information, membership type, number of employees on site, and frequency of visits.

Deliverable: Assistance with tracking income tax revenue generation
4) Provide public access to makerspace and/or event space one (1) time per month. Public events may include, but are not limited to, workshops, seminars, demo days, trainings, classes, book talks, networking events, speaking engagements, or other entrepreneurial, community, or philanthropic uses. Programming for the events can be established by the City, COhatch, the Worthington Library System, or any combination of groups.

**Deliverable:** Public access to makerspace and/or event space

**Delivery Date:** Beginning on the Commencement Date under the Lease and continuing to the tenth anniversary of the Lease, but no more than once per quarter

5) Provide the City with quarterly progress reports for both COhatch Worthington locations (659 High Street, Worthington, OH 43085 or 752 High Street, Worthington, OH 43085) that may be used by the City to track programming success, economic impacts, incubation/acceleration potential, and co-working trends. This information may include total number of memberships, number of new members, members lost, size, narrative of monthly events and activities, and obstacles or opportunities that members are facing that could use City staff assistance. The City will work with COhatch to establish a replicable format for the report. COhatch shall provide this information one (1) time per quarter.

**Deliverable:** Quarterly Progress Report

**Delivery Date:** Beginning on the Commencement Date under the Lease and continuing to the tenth anniversary of the Lease, but no more than once per quarter

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**ANNUALIZED COST:** $10,000 *

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* The total funding to be paid under this Agreement is $100,000 for the ten years of services provided by COhatch, with funds distributed to COhatch in four (4) installments. The first installment of $40,000 is payable upon the Commencement Date of the Lease. Three (3) subsequent installments shall be in the amount of $20,000 each and shall be distributed on or around the annual anniversary of the date of the first installment.
RESOLUTION NO. 46-2016

Authorizing an Amendment to the Final Development Plan for 890 & 910 High Street and 33 E. North Street and Authorizing a Variance (Plank Law Firm, LPA).

WHEREAS, Plank Law Firm, LPA has submitted a request for an amendment to the Final Development Plan for 890 & 910 High Street and 33 W. North Street; and,

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

WHEREAS, the proposal has received a complete and thorough review by the Municipal Planning Commission on October 27, 2016 and approval has been recommended by the Commission.

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

SECTION 1. That the amendment to the approved Final Development Plan at 890 & 910 High Street and 33 E. North Street as per Case No. ADP 07-16, Drawings No. ADP 07-16 dated October 19, 2016 attached hereto as Exhibit “A” be approved.

SECTION 2. That there be and hereby is granted a variance from Code Section 1149.02, to allow for a building to be located closer to the side property line than the required twenty (20’) feet.

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

Adopted ________________

________________________________
President of Council

Attest:

________________________________
Clerk of Council
MEMORANDUM

TO: Matthew H. Greeson, City Manager
FROM: R. Lee Brown, Director
DATE: November 2, 2016
SUBJECT: Resolution for Amendment to Development Plan and Variance – 890 & 910 High Street and 33 E. North Street (Plank Law Firm, LPA) (ADP 07-16)

Findings of Fact & Conclusions

Background & Request:
Two buildings were approved at this location south of the CVS building in 2007 when CVS was originally approved. The buildings were planned with second floors in the front portion of building to accommodate 4 residential units for a total of 4,960 sq. ft. of upstairs building area. In the larger building to the south (“B”), the units would have been 1,417 sq. ft. each; in the smaller building to the north (“A”), the units would have been 1,063 sq. ft. each. At the July 2012 meeting, the Board and Commission approved a modified version of the two buildings, which were proposed without usable second floors. Ultimately City Council denied the Amendment to Development plan application because it did not include usable second floor space.

With the new application, the property owner is requesting approval of two buildings that are similar in footprint and design to what was previously approved, but now 6,402 sq. ft. of new office space is proposed above Building “B” to the south. Building “A” would not have a usable second floor, however it would have a faux second story visible from High Street. Also, demolition of the existing outdated office building at 33 E. North St. and construction of additional parking and landscaping is proposed on the site.
Project Details:

1. Site:
The buildings are proposed further from High St. than was originally approved, with Building “A” shown 18’ 1½” from the property line (~42’ from the roadway), and Building “B” shown 19’ 5⅝” from the property line (~43’ from the roadway). Previously, the buildings were at 11’ and 16.3’ from the property line. Brick paver patios are proposed in front of each building, as are curbed planter beds, benches, waste receptacles and bike racks. These items would match those previously approved for the site, except the owner is willing to modify the color from the existing green to black per staff request. The existing sidewalk and tree lawn would stay.

Early this year the City Council approved the division of the CVS property from the rest of the parcel, with the lot line being along the south end of the CVS building. A variance is needed to construct Building “A” in the proposed location, which is 8’ from the newly created property line vs. the required 20’. Building “A” was 8’ from the CVS building in the previously approved plans, so the only change is due to the lot split that was previously approved.

The access drive located between the buildings sites would remain, as would the existing parking behind CVS and Building “A”. The asphalt parking lot would be extended into the area behind Building “B” as was previously approved, and 13 additional spaces and a drive aisle are proposed in place of the building at 33 E. North St.

The three dumpsters with enclosures near the back of the site would remain.

Lighting for the site would include the addition of three poles to match the existing, with the fixtures at 14’, the pole top at 16’6”, and the pole base at grade so the concrete foundation is not exposed. The poles and fixtures would be black, with the lamps being 250 watt metal halide. The fixtures at the east corners of the rear parking would have shields on the rear so light would not spill onto the adjacent residential properties and the light source would not be seen. The photometrics show 0 footcandles at the property lines.

2. Buildings:

Building “A” is proposed as 4,272 sq. ft. in area, with a gabled asphalt roof and dormers over the front part of the building. The rear part of the building would have a flat roof with a solid rail around the edge to screen equipment. A brick veneer finish is proposed for the building with a combination of wood and metal trim in off-white. Although proposed to be occupied by a single retail tenant, PetPeople, the building façade would have the look of three storefronts, and could be divided if necessary in the future. Columns would be placed between the storefronts, and would support a narrow roof structure. The window systems are proposed with clad casement windows with integral muntins and wood trim. The three dormers would be centered on the storefronts below. Interior blinds with lights behind were recommend to be used in the upstairs windows, similar to what was approved with the CVS project. The building will be finished with
Hardi lap siding, wood trim, standing seam metal roofing, and 6 over 6 windows. On the south side, there would be 6 double-hung windows with transoms, brick soldier courses, awnings and lights above. At the rear of the south side and at the rear of the building, herringbone patterned brick accent panels with a soldier course above are proposed instead of windows. The north side would have brick panels instead of windows.

**Building “B”** is proposed to be a full two story brick building with 6,402 sq. ft. of area per floor. The first floor would likely be retail or restaurant, with the second floor being office space. Like “A”, “B” would have a gable across the front part of the building, but would then have a hipped roof extending to the rear. Two chimneys are proposed at the ends of the front gable. The first floor could accommodate 1-3 tenants, and would have 3 storefront elements across the front. The center element is proposed with a gable above and extends out further than the sides. The side elevations show columns framing the center.

The storefront windows would have wood trim with sign bands above. Three double-hung windows are proposed for the second floor centered on each of the storefronts. The sides would have 9 over 6 double hung windows with transoms, brick soldier courses, awnings and lights above at the front, and herringbone patterned brick accent panels with a soldier course above to the rear. On the south elevation a double door is proposed that would provide access to the front stairs. On the east elevation, the plane of the rear wall is recessed in the middle, and hipped roofs are proposed above the outside sections of the building. The rear office entrance has a double door, and lanterns on the sides of the entrance. Also, an area above the entrance has been identified for signage. The second floors would have nine 6 over 6 double hung windows lined up with the windows or brick panels below. At the rear, three doors would be accessed from a raised walkway with steps at one end and a ramp at the other end. The wall of the walk would be faced with brick to match the building. A small canopy with a standing seam metal roof is proposed above each entrance. The building is proposed with interior stairwells in the northeast and southwest corners of the building, and would have an elevator at the northeast corner.

**Materials for the buildings are as follows:**

- Dimensional Asphalt Shingles – Owens Corning - Estate Gray
- Fabric Awnings – Sunbrella – Toast for “A”; Navy for “B”
- Brick – Glen-Gery – Rustic Burgundy; Mortar – Cemex 40A
- Metal Fascia, Downspouts & Gutters – Sandstone for “A”; Classic Bronze for “B” (prefinished color)
- Paint – Benjamin Moore
  - Monterey White - Railing/fence on back of “A”
  - Lenox Tan - Fascia, rake, frieze and trim boards
  - Hodley Red – Window and door head, sill & surrounds for “A” first floor
  - Old Navy – Window and door head, sill & surrounds for “B”
• 6” Hardieplank Lap Siding – “A” dormers
• Vinyl, PVC or Clear Cedar - Fascia, rake, frieze and trim boards; window and door head, sill & surrounds; pilasters; roof canopies

Lighting for the buildings would consist of small gooseneck lamps above the sign bands and awnings, and wall packs along the sides and rear of the buildings. All fixtures would be black, and made by LSI Industries.

33 E. North St. from the applicant: “…was constructed in 1965 and purchased by M.K. & K. Realty, Inc. in 1986. The building is a two story building with the first floor being more of a basement due the majority of it being subsurface. The building was poorly designed in a long and narrow configuration that results in inefficient tenant space layouts. The second floor and basement each consist of approximately 3,750 sq. ft. The basement is not desirable tenant space and is further made worse by the structural block walls throughout the floor limiting the useable space and possibilities for tenants. The first floor of the building has also been historically difficult to lease due to the long and narrow construction of the building and only containing 3,750 sq. ft. Demolishing this old office building will allow for additional parking and construction of the two story building depicted on the site plan as Building “B” with 6,402 sq. ft. of new, better useable, second floor office space fronting N. High St.” The building at 33 E. North St. is not a contributing structure in the Worthington Historic District.

3. Landscaping/Screening:
The street trees along the High St. frontage are well established and will remain as part of the proposal. Also, existing vegetation along the south property line would be preserved. Shrubs and trees are proposed along the south property line to fill in gaps toward the rear, and shrubs would continue around the corner to the north. Also, shrubs are proposed for the northeast corner of the rear parking lot. A wood shadowbox fence is in place along the property line that borders residential to the rear of the development.

New trees, perennials and shrubs are proposed in front of each building, and on the south and east sides of Building “B”.

A planting area consisting of Spartan Junipers, Winter Gem Boxwoods, Shenandoah Switchgrass, Little Spire Russian Sage, Gracillimus Maiden Grass and Dense Yews is proposed to screen the new parking area from North St.

Variance Request:
Code Section 1149.02 of the Codified Ordinances requires buildings to have a side property line of twenty (20’) feet. The applicant has proposed the new building (Building A) to be approximately eight (8’) feet from the northern side property line. When City Council approved the division of the property earlier this year, a variance was also approved for the CVS building to be right on the property line. The property line is now the southern wall of the CVS building. The CVS building was constructed to meet fire standards/ratings for structures built closer to a property line that what is permitted by zoning requirements.
Land Use Plans:
Worthington Design Guidelines and Architectural District Ordinance
Scale, Form & Massing: New construction should take special care to employ scale, form, and massing that are similar to and compatible with existing building designs. Simple geometric forms and uncomplicated massing tend to make buildings more user-friendly and help to extend the character of Old Worthington. Carefully designed building facades that employ traditional storefronts -- or similarly-sized windows on the first floor -- will help make new buildings more pedestrian-friendly.

Setbacks: Parking areas should be located toward the rear and not in the front setbacks if at all possible. Unimpeded pedestrian access to the front building facade from the sidewalk should be a primary goal. Building up to the required setback is desirable as a means of getting pedestrians closer to the building and into the main entrance as easily as possible.

Roof Shape: Generally, a traditional roof shape such as gable or hip is preferable to a flat roof on a new building. Roof shapes should be in scale with the buildings on which they are placed.

Materials: New buildings should employ only traditional wood and brick. Contemporary materials that simulate wood can be acceptable if done well, and brick veneer construction over a wood frame also is acceptable. Before making a final selection of materials, prepare a sample board with preferred and optional materials.

Windows: On long facades, consider breaking the composition down into smaller “storefront” units, with some variation in first and upper floor window design. Use traditional sizes, proportions and spacing for first and upper floor windows. Doing so will help link Old Worthington and newer areas through consistent design elements.

Entries: Primary building entrances should be on the street-facing principal facade. Rear or side entries from parking lots are desirable, but primary emphasis should be given to the street entry. Use simple door and trim designs compatible with both the building and with adjacent and nearby development.

Ornamentation: Decorative treatments at entries, windows and cornices can work well in distinguishing a building and giving it character, but only a few such elements can achieve the desired effect. Traditional wood ornamentation is the simplest to build, but on new buildings it is possible to use substitute materials such as metal and fiberglass. On brick buildings substitute materials can be used to resemble the stone or metal ornamental elements traditionally found on older brick buildings. As with all ornamentation, simple designs and limited quantities give the best results.

Color: For new brick buildings, consider letting the natural brick color be the body color, and select trim colors that are compatible with the color of the bricks. Prepare a color board showing proposed colors.

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

Sustainability:
Sustainability can be achieved by ensuring the economic, environmental and social concerns of Worthington are addressed in a balanced manner. The City of Worthington and its Architectural Review Board are interested in encouraging sustainable design and building practices, while preserving the character and integrity of the Architectural Review District. Recommendations include: encouraging energy conservation methods; using landscape concepts to preserve energy; managing storm water run-off in an environmentally friendly way; using solar panels in locations that minimize the visual impact as seen from the right-of-way and surrounding properties; adding bike racks; using streetscape elements that are of a human scale; making use of recycled, renewable and energy efficient materials; using natural and controlled light and natural ventilation; and minimizing light pollution.

Worthington Comprehensive Plan
Buildings at North St. and High St. should frame the pedestrian space and street, invite browsing, create second story-office or residential opportunities, and locate and screen the parking in the rear of the site

Recommendation:
Staff is recommending approval of this application. The site and building design are in character with the Design Guidelines and the previous Development Plan for this property. Demolition of an obsolete office building and the addition of new fully accessible office space in Old Worthington is highly desirable.

On October 27, 2016 the Architectural Review Board reviewed and unanimously approved the architecture with the following conditions:
- That the tenant doors on the east elevation of Building B can be detailed as either glass or solid paneled depending on the tenant needs.
- That the wall pack lights on the east elevation of Building B need to be repositioned so they will not cast shadows.
- That the roof line will have a steeper pitch and the dormer windows will remain the same as originally presented. (This item has been addressed in the materials that have been included in your packet, and labeled as Exhibit “A”)

On October 27, 2016 the Municipal Planning Commission reviewed and unanimously recommended approval to City Council on an Amendment to Development Plan with a Variance.
Amendment to Development Plan Application

1. Property Location 890 & 910 North High Street

2. Present Use & Proposed Use Current - Vacant; Proposed - Retail & Office

3. Present & Proposed Zoning C-2

4. Applicant Plank Law Firm, LPA c/o Donald T. Plank
   Address 423 East Town Street, FL 2, Columbus, Ohio 43215
   Phone 614-947-8600

   Address P.O. Box 31, Canal Winchester, Ohio 43110
   Phone 614-679-9488

6. Project Description See Exhibit "A"

7. Variances Requested See Exhibit "A"

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:

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

Applicant (Signature) 9/29/16

Property Owner (Signature) 9/29/16

MPC Approval Date: 10/3/16

City Council Approval Date:
City of Worthington
ARCHITECTURAL REVIEW BOARD
Certificate of Appropriateness Application

1. Property Location 890 & 910 North High Street

2. Present/Proposed Use Present - Vacant; Proposed - Retail & Office

3. Zoning District C-2

4. Applicant Plank Law Firm, LPA c/o Donald T. Plank
   Address 423 East Town Street, FL 2, Columbus, Ohio 43215
   Phone Number(s) 614-947-8600

   Address P.O. Box 31, Canal Winchester, Ohio 43110
   Phone Number(s) 614-679-9488

6. Project Description See Exhibit "A"

7. Project Details:
   a) Design Colonial Revival
   b) Color Masonry veneer with painted wood trim
   c) Size Building "A" = 4,272 SF; Building "B" = 12,804 SF (1st Floor = 6,402 SF; 2nd Floor = 6,402 SF)
   d) Approximate Cost Expected Completion Date 2017

PLEASE READ THE FOLLOWING STATEMENT AND SIGN YOUR NAME:
The information contained in this application and in all attachments is true and correct to the best of my knowledge. I further acknowledge that I have familiarized myself with all applicable sections of the Worthington Codified Ordinances and will comply with all applicable regulations.

Donald Plank
Applicant (Signature) 9/29/16

Property Owner (Signature) 9/29/16

Architectural Review Board
Approved 10/27/16
Clerk

ABUTTING PROPERTY OWNERS
FOR
890 and 910 High St.

CVS
DQ Properties
DQ Properties
CVS 3407 OH LLC
FedEx Office
Schreiner Ace Hardware
Conroy Properties North LLC
National Church Residences Stafford Worthington OH
Jame Hummer
Dirk & Linda Smith
Herbert & Mary Vaughan
Providential Properties LLC
Bruce Hash
Worthington Center LLC
Worthington Pizza Primo
Worthington Cleaners
Mrs. Goodman’s Baking
Salom Demir
Subway
Chaudhary & Laura Inc.
Marathon
Sprint Lube

918 High St.
920 High St.
1505 S. James Rd.
1 CVS Dr.
940 High St.
926 High St
43 E. North St.
2245 North Bank Dr.
6 Hartford Ct.
8 Hartford Ct.
6959 Shetland St.
1601 W. 5th Ave., Suite 193
67 Spring Creek Dr.
893 High St.
895 High St.
899 High St.
901 High St.
903 High St.
905 High St.
3018 Stonebluff Dr.
911 High St.
923 High St.

Worthington, OH 43085
Worthington, OH 43085
Columbus, OH 43227
Woonsocket, RI 02895
Worthington, OH 43085
Worthington, OH 43085
Worthington, OH 43085
Columbus, OH 43220
Worthington, OH 43085
Worthington, OH 43085
Worthington, OH 43085
Worthington, OH 43085
Columbus, OH 43212
Westerville, OH 43081
Worthington, OH 43085
Worthington, OH 43085
Worthington, OH 43085
Worthington, OH 43085
Worthington, OH 43085
Columbus, OH 43232
Worthington, OH 43085
Worthington, OH 43085
PROJECT BULLETIN – A.R.B. Submission 2
High Street Retail
Shell Buildings ‘A’ & ‘B’

DATE: October 18, 2016

PROJECT: HIGH STREET RETAIL
Shell Buildings ‘A’ & ‘B’
890 & 910 High St.
Worthington, Ohio 43085

ARCHITECT: FORD & ASSOCIATES ARCHITECTS, INC.
1500 West First Avenue
Columbus, Ohio 43212

OWNER: MK & K Realty Inc.
7215 Busey Rd.
Canal Winchester, Ohio 43110

This Project Bulletin forms a part of the High Street Retail Architectural Review Board submission and modifies the original A.R.B. Zoning Issue documents dated October 13, 2016.

This Project Bulletin consists of two (2) 8 1/2” x 11” typed pages and ten (10) revised full size sheets.

ARCHITECTURAL DRAWINGS

BUILDING ‘A’
Sheets ZSD-1.1, ZA-1.1, ZA-2.1 & Colored Rendering Building ‘A’
1. Increased the size of the dormers West Building Elevation.
2. Increased the roof pitch of the gable roof due to increase in dormer size.
3. Decreased the length of the gable roof to hold the elevation of the roof ridge.
4. Removed wall pack lighting along North and South Elevations. Replaced with gooseneck.
5. Added more windows along the South Building Elevation.
6. Removed the Service door on the South Building Elevation.

BUILDING ‘B’
Sheets ZSD-1.1, ZA-1.2, ZA-2.2 & Colored Rendering Building ‘B’
1. Increased the size and scale of the center pediment on West Building Elevation.
2. Increased the width of the chimneys on the East and West Building Elevation.
3. Added more windows along the North & South Building Elevation.
4. Created a more defined Office Entrance
   o Revised the massing & roof lines of the East Building elevation.
   o Added Tenant Signage area and gooseneck light fixtures.
   o Added decorative light fixtures (DLF-4).
   o Added double door.
5. Removed wall pack lighting along North and South Elevations. Replaced with gooseneck.
SITE LIGHTING DRAWINGS

Sheets SL-1.1 & SL-1.2
1. Removed wall pack lighting along North and South Elevations.
2. Added gooseneck light fixtures at North and South Elevations.
3. Added an additional wall pack light fixture at rear elevation to account for loss of lighting.

END OF PROJECT BULLETIN DOCUMENT
EXHIBIT “A”

SUPPORTING STATEMENT

In 2007 development plans were submitted and approved for a new 13,013 s.f. building at the southeast corner of N. High St. and E. North St., along with two additional buildings, fronting N. High St., totaling approximately 12,300 s.f. Parking was designed to be located at the rear (east) of the buildings incorporating one curb cut from E. North Street and one curb cut from N. High Street.

The 13,013 s.f. building (the “Existing Building”) was completed, along with site development, including curb cuts, curbs, landscape islands, paving, dumpster enclosures, site lighting and underground utilities. The buildings pads for the two additional buildings were completed along with the underground utilities, site lighting, perimeter curb and part of the parking.

The current submission is to amend the existing approved development plan to construct a new free-standing 4,272 s.f. single-story retail building with a two-story facade, Building “A”, and a 12,804 s.f. two-story retail and office building, Building “B”. The office building owned by M.K. & K. Realty, Inc. located at 33 E. North Street will be razed with additional parking constructed in its place. The rear parking area east of Building “B” will be completed.

Changes to the currently approved development plan include an adjustment in the size of Building “A” and Building “B”, modification of their placement, modification of the exterior elevation designs, and allow for outdoor patio areas along the front of the buildings.

The architectural style of the proposed Building “A” and Building “B” will complement the Existing Building. Colonial Revival design elements are incorporated into the design using brick facades, gabled roof lines, dormers, double-hung windows and entrances with transoms. New building materials are proposed to be the same as the development plan approved in 2007 – brick masonry, paint finishes, awning fabric and shingled roof are intended to compliment the Existing Building.

Variance Requested:

Section 1149.02 – to reduce the required side yard from twenty feet (20’) to eight feet (8’) from the north side of Building “A.”
Millhouse

Item #MHE8410K

Product Category: Outdoor Lantern
Finish: Black
Suggested Rooms: Outdoor

Height: 22.00"
Width: 10.00"
Depth: 10.50"
Item Weight: 9.00 lbs
Packed Weight: 10.00 lbs
Dimension Weight: 27 lbs

Description

With simple details and traditional style the Millhouse outdoor collection is perfect for understated elegant lighting. The design features clear seedy glass that diffuses the light in a soft tranquil way and the rich Mystic Black finish completes the look.

Bulb Type: 3-60W Candelabra Base Bulb(s) Not Supplied
Base Material: STEEL
Listed Mark: ETL Listed
Listed Mark Rated For: Wet
HCWO: 9.500
Canopy/Backplate: 8.000"H x 5.000" W
Wire Length: 6 In
Voltage: 120
Shade Info: CLEAR SEEDY

Approved
ARCHITECTURAL REVIEW BOARD
CITY OF WORTHINGTON
DATE 10/27/16

CLERK

We reserve the right to revise the design of components of any product due to parts availability or change in our Listed Mark standards without assuming any obligation or liability to modify any products previously manufactured and without notice. This literature depicts a product DESIGN that is the SOLE and EXCLUSIVE PROPERTY of Quoizel Lighting Inc. In Compliance with U.S. COPYRIGHT and PATENT requirements, notification is hereby presented in this form that this literature, or the product it depicts, is NOT to be copied, altered or used in any manner without the express written consent of, or contrary to the best interests of Quoizel Inc. 03/31/2013

Quoizel Inc., 6 Corporate Parkway, Goose Creek SC 29445  www.quoizel.com  *distance from wall outlet box to highest point of mounted product

10/18/2016 Quoizel Inc. All Rights Reserved - Designs Protected by Copyright
## Specifications BB12

**BB12**

12" Bistro Shade - LED

RLM Shades manufactured using 1100 aluminum alloy, typically .08-.125 thickness

### LIGHT SOURCE & WATTDGES

- **GU24** (GU24 Socket Only)
- **MO12LD** (12w Cree module) Integral driver, 120V, dimming & narrow distribution only.
- **MO09LD** (9w Cree module)
- **MO10LD** (10w Cree module)
- **MO16LD** (16w Cree module)

### DIMMING

- **N** (No Dimming)
- **D** (Dimming)
- **S** (Sunset dimming- Dims smoothly from 2700K to 1800K)

**"12w is dimming only, select "D".**

### DISTRIBUTION

- **W** (T5 Wide Distribution with Dome LED Lens)
- **N** (T5 Narrow Distribution with Flat LED Lens)

**"12w is narrow only, select "N".**

### COLOR TEMPERATURE (CCT)

- **27K** (2700K)
- **30K** (3000K) (Not Sunset Dim)
- **35K** (3500K) (Not Sunset Dim)
- **40K** (4000K) (Not Sunset Dim)

### DRIVER HOUSING

- **RTC** (Driver Canopy)
- **RTCNC** (Driver Canopy/No Spun Cover)

**"12w - Not Appliable (Lighting Req)"**

### MOUNTING SOURCES

**Arm Mounts (Provided with CB)**

- **E3**
- **E4**
- **E5**
- **E6**
- **E7**
- **E8**
- **E9**
- **E10**
- **E11**
- **E12**
- **E13**
- **E15**
- **E18**
- **E22**
- **E23**
- **E25**
- **E26**

**Wall Mounts**

- **WM10** (requires remote ballast)
- **WM35** (requires remote ballast)
- **WM40**
- **WM55** (requires remote ballast)
- **WM75**
- **WM300** (requires remote ballast)
- **WM318** (requires remote ballast)
- **WM85** (requires remote ballast)
- **WM85BP** (requires remote ballast)
- **WM85RTC**

**Post Mounts**

- **PM10** (requires remote ballast)
- **PM20** (requires remote ballast)
- **PM30** (requires remote ballast)
- **PM40** (requires remote ballast)
- **PM50** (requires remote ballast)
- **PM319** (requires remote ballast)

### MOUNTING SOURCES Cont’d

**Cord Mounts**

- **BLC** (8' black cord with "x 6 3/8" canopy)
- **WHC** (8' white cord with "x 6 3/8" canopy)

**Stem Mounts**

- **1/2" (13/16" OD Rigid Stems with STC Flat Canopy)**
- **2ST6 2ST12 2ST18 2ST24 2ST36 2ST48 2ST60**
- **2ST72 2ST76**
- **3/4" (1" OD Rigid Stems with STC Flat Canopy)**
- **3ST6 3ST12 3ST18 3ST24 3ST36 3ST48 3ST60**
- **3ST72 3ST76**

### ACCESSORIES

- **CB** (Cast back plate)
- **CBC** (Cast back plate Spun Alum Cover)
- **GR12** (12" Wire Grill)
- **PC** (Button Photo Cell) Remote Only
- **SC** (Scroll for Arms)
- **SLC** (Sloped Ceiling Mount)
- **SQ** (Square Back Plate)
- **STC** (Flat Ceiling Stem Canopy)
- **SWL** (Swivel)

**APPROVED WORTHINGTON MUNICIPAL PLANNING COMMISSION DATE 10/27/16**

**CLERK OF COMMISSION DATE 10/19/16**

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ANP reserves the right to change material or design, without prior notice, in a continuing effort to upgrade its products.
The Colors of ANP Lighting

All of our products are painted at a TIGER Drylac® approved facility, and are finished in our polyester powder coat for exceptional durability and color retention. Products undergo an intensive five-step process in which they are cleansed, treated with iron phosphate, and sealed to pre-treat the metal surface for maximum paint adhesion. Whether applied as a textured coat or a smooth gloss, our high-quality finish is electro-statically applied and baked at 430° for maximum hardness and wear. The end result is a tough, attractive, durable, scratch resistant, and cost-effective product.

Optional Marine Grade Finish

For lighting fixtures exposed to more extreme conditions, such as those found in coastal regions or industrial environments, we offer a marine grade finish that provides superior salt, humidity, and UV protection. This specialty powder coating, available for an additional charge, withstands up to 3000 hours of continuous salt spray, comes with a 5-year warranty and is available in either a textured or gloss surface. Consult with our factory for additional paint charges.

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MODULE SPECIFICATION:
- Efficacy ranges from 97-125 lumens per watt
- Dimmable 5% - 100%
- Life: L70 50,000 hours
- Color temp: 2700K, 3000K, 3500K and 4000K
- CRI: >90

MODULE DRIVER SPECIFICATION:
- Operates at 440mA to 940mA
- Built in surge protection
- Constant current output 50/60HZ
- Driver Efficiency > 81% power factor above 90%
- 120 – 277 volts

MODULE LISTINGS
- Fully compliant with the RoHS Directive
- Certifications: CE/UL/ETL

WARRANTY
See terms and conditions for complete fixture warranty.
LED warranty information
- 5 year limited warranty*
- Life: L70 - 50,000 hours
- Ease of maintenance and future upgrades with our independent heat sink technology

*5 year limited Warranty: LED modules will be warranted for a period of 5 years from date of installation. A typical year is defined as 4380 hours of operation. Failure defined as more than 8% of the total module not operating. The driver will also be covered under the same 5 year warranty.

<table>
<thead>
<tr>
<th>LED Wattage</th>
<th>CCT</th>
<th>Lumens</th>
<th>System Wattage</th>
<th>Efficacy</th>
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<tr>
<td>9w</td>
<td>2700K</td>
<td>850</td>
<td>11w</td>
<td>97</td>
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ARM MOUNTS

E3  E4  E5  E6  E7  E8
E9  E10 E11 E12 E13 E14
E15 E16 E17 E18 E19 E20
E21 E22 E23 E24 E25 E26

WALL MOUNTS

WM10  WM35  WM40
WM55  WM75  WM85
WM85RTC WM85BP WM300

POST MOUNTS

PM10  PM20
PM30  PM40
PM50  PM519

APPROVED
ARCHITECTURAL REVIEW BOARD
WORTHINGTON MUNICIPAL
PLANNING COMMISSION
DATE 10/27/16
CLERK OF COMMISSION
DATE 10/19/16

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1-800-548-3227 ANPlighting.com
# Specifications A810

**A810**

10" ANGLE SHADE

RLM Shades manufactured using 1100 aluminum alloy, typically .08-.125 thickness.

<table>
<thead>
<tr>
<th>Catalog #</th>
<th>Description</th>
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## LIGHT SOURCE & WATTSAGES

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## DIMMING/NO DIMMING

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<th>N (No Dimming)</th>
<th>D (Dimming)</th>
<th>S (Sunset - Dims smoothly from 2700K to 1800K)</th>
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## COLOR TEMPERATURE (CCT)

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## DRIVER HOUSING

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<tr>
<th>RTC (Driver Canopy)</th>
<th>RTCNC (Driver Canopy/No Spun Cover)</th>
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## MOUNTING SOURCES

### Arm Mounts (Come Standard with CB)

- E1
- E2
- E3
- E4
- E5
- E6
- E7
- E8
- E9
- E10
- E11
- E12
- E13
- E15
- E16
- E17
- E18
- E18C
- E19
- E20
- E21
- E22
- E23
- E25
- E26

### Wall Mounts

- WM35
- WM40 (driver housing not required)
- WM55
- WM55SC
- WM75 (driver housing not required)
- WM318 (requires remote driver)
- WM65 (requires remote driver)
- WM85SC (requires remote driver)
- WM85BP (requires remote driver)
- WM85CBP (requires remote driver)

### Post Mounts

- PM10
- PM20
- PM30
- PM40
- PM50

### Pendant Mounts

- BLC (black cord - includes canopy and 8' cord)
- WHC (white cord - includes canopy and 8' cord)
- 1/2" stems (Comes Standard with STC)
- 2ST6 2ST12 2ST18 2ST24 2ST36 2ST48 2ST60
- 2ST72 2ST96
- 3/4" stems (Comes Standard with STC)
- 3ST6 3ST12 3ST18 3ST24 3ST36 3ST48 3ST60
- 3ST72 3ST96

## ACCESSORIES

- CB (Cast back plate)
- CBC (Cast back plate Spun Alum Cover)
- GR10 (10” wire grill)
- PC (Button Photo Cell) Remote Only
- SC (Scroll for Arms)
- SLC (Sloped Ceiling Mount)
- SQ (Square Back Plate)
- STC (Flat Ceiling Stem Canopy)
- SWL (Swivel)
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</table>

The Colors of ANP Lighting

All of our products are painted at a TIGER Drylac® approved facility, and are finished in our polyester powder coat for exceptional durability and color retention. Products undergo an intensive five-step process in which they are cleaned, treated with iron phosphate, and sealed to pre-treat the metal surface for maximum paint adhesion. Whether applied as a textured coat or a smooth gloss, our high quality finish is electro-statically applied and baked at 430° for maximum hardness and wear. The end result is a tough, attractive, durable, scratch resistant, and cost-effective product.

Optional Marine Grade Finish

For lighting fixtures exposed to more extreme conditions, such as those found in coastal regions or industrial environments, we offer a marine grade finish that provides superior salt, humidity, and UV protection. This specialty powder coating, available for an additional charge, withstands up to 3000 hours of continuous salt spray, comes with a 5-year warranty and is available in either a textured or gloss surface. Consult with our factory for additional paint charges.
MODULE SPECIFICATION:
- Efficacy ranges from 97-106 lumens per watt
- Dimmable 5% - 100%
- Life: L70 50,000 hours
- Color temp. 2700K, 3000K, 3500K and 4000K
- CRI: >90

MODULE DRIVER SPECIFICATION:
- Operates at 440mA to 940mA
- Built in surge protection
- Constant current output 50/60Hz
- Driver Efficiency > 81% power factor above 90%
- 120 – 277 volts

MODULE LISTINGS
- Fully compliant with the RoHS Directive
- Certifications: CE/UL/ETL

WARRANTY
See terms and conditions for complete fixture warranty.
LED warranty information
- 5 year limited warranty*
- Life: L70 - 50,000 hours
- Ease of maintenance and future upgrades with our independent heat sink technology

*5 year limited Warranty: LED modules will be warranted for a period of 5 years from date of installation. A typical year is defined as 4380 hours of operation. Failure defined as more than 8% of the total module not operating. The driver will also be covered under the same 5 year warranty

<table>
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<th>LED Wattage</th>
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<th>Lumens</th>
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Specifications A810

Driver Housing

- RTC (VPL Ballast Canopy)
- RTCN (VPL Ballast Canopy/No Spun Cover)

Accessories

- CB (Cast Back Plate)
- CBC (Cast Back Plate Spun Alum. Cover)
- GR10 (10" Wire Grill)
- PC Button Photo Cell (Remote Only)
- SC (Scroll for Arm)
- SLC (Skewed Ceiling Mount)
- SQ (Square Back Plate)
- STC (Flat Ceiling Stem Canopy)
- SWL (Swivel)

Approved
Architectural Review Board
City of Worthington
Date 10/27/16

Clerk

Approved
Worthington Municipal Planning Commission
Date 10/27/16

Clerk of Commission

City of Worthington
ADP 07-16
Drawing No.
Date 10-19-16

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SPECSIFICATIONS

Intended Use:
Full cut-off 60% compliant perimeter or entry lighting for 12-18ft mounting heights that require high light output and maximum energy efficiency. Laredo LED bollard pack provides low installation costs with little or no maintenance and 60% energy savings. Ideal for schools, factories, hospitals, warehouses and retail applications.

Construction:
Cooperative die-cast aluminum housing and door. Rugged design protects internal components and provides excellent thermal management for over 70% lumen maintenance at 50,000 hours minimum LED life. Lexanbro® series powder paint finishes provide lasting appearance in outdoor environments. Five standard finishes include: Bronze, Black, Gray, White and Platinum.

Optics/Electrical:
LEDs: 30 High power LEDs delivers up to 6070 lumens at 700mA and up to 5488 lumens at 350mA. Variety of distribution - Types II, III and IV. Forward throw, High CRI LEDs provide excellent color rendition with up to 100 lumens per watt efficiency.
- CCT: 5000K or 4000K, 3000K or 3000K, 4000K or 4000K, 5000K or 5000K, 6000K or 6000K
- Electronic driver 71w, 2 drivers, 2 circuits, 0.4 A/FS max, or 20w (1 driver, 2 circuits, 0.3 A/FS max, 100-240V and 347V and 480V, 50/60Hz)
- Surge protection - 20KA, Turns fixture off at end of life. Includes LED for end of life indication (see surge suppressor page 2).

Lenses:
Full cut-off distribution - individual acrylic LED optics provide IES Type II, III and IV distributions.

Installation:
Quick mount system provides rigid mounting over recessed junction boxes - fixture does not require opening for mounting. Foam gasket for sealing to smooth surfaces provided. Superior performance with 5 to 1 spacing to mounting height ratio. Minimum operating temperature is -40°C to 40°C.

Controls:
Drivers are 0-10V dimming standard. Photocell and occupancy sensor options available for complete on/off and dimming control.

Listings:
- Listed to UL1598 for wet locations
- 40°F ambient environments
- U.S. Patent No. 8,653,657

LMC-30LU Egress Wrappack:
Designed to meet strict UL1660 minimum requirements. All cut-off fixtures have a design life exceeding 100,000 hours. Up to 10,000 square foot area, well beyond the 10,000 square foot standard. No upright, external test conduit; 120V or 277V only. Rated 20°C to 35°C

Warranty:
Five year limited warranty (for more information visit: http://www.hubbelloutdoor.com/resources/warranty)

PRODUCT IMAGE(S)

ORDERING INFORMATION

ORDERING EXAMPLE: LMC-30LU-5K-3-1-PC(4)

LMC SERIES

NUMBER OF LED SOURCES/VOLTAGE

30 LU 30 LEDs, Universal voltage 120-277V
30 L1 30 LEDs, 120V
30 L2 30 LEDs, 208V
30 L3 30 LEDs, 240V
30 L4 30 LEDs, 277V
30 LF 30 LEDs, 347V
30 L5 30 LEDs, 480V

CCT

3K 3000K nominal
4K 4000K nominal
5K 5000K nominal

IES DISTRIBUTION

2 Type II
3 Type III
4 Type IV (Forward throw)

DRIVE CURRENT

03S 350MA

FINISH

1 Bronze
2 Black
3 Gray
4 White
5 Platinum

OPTIONS

BPU Integral battery for 120V or 277V rated for -20°C ambient; Available in 350mA (03S) drive current only
PCi Button photocell, replaces X with voltage, specify 1-120V, 2-208V, 3-240V, 4-277V
F Failing (specify voltage per footnote)

SPARLING LIGHTING • 701 Millennium Boulevard • Greenville, SC 29607 • Phone: 884-678-1000
Due to our continued efforts to improve our products, product specifications are subject to change without notice.
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ARCHITECTURAL REVIEW BOARD

CITY OF WORTHINGTON

APPROVED

WORTHINGTON MUNICIPAL PLANNING COMMISSION

DATE 10/27/16

Clerk of Commission

ADP 07-16

CITY OF WORTHINGTON

DRAWING NO.

DATE 10/19/16
### ACCESSORIES/REPLACEMENT PARTS - Order Separately

<table>
<thead>
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<th>Catalog Number</th>
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<tbody>
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<td>LMC-SPC</td>
<td>Polycarbonate shield</td>
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<tr>
<td>PBT-1</td>
<td>120V button photocell</td>
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<tr>
<td>PBT-234</td>
<td>230/240/277V button photocell</td>
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<tr>
<td>93044764</td>
<td>40W, 700mA, 120-277V, 0-10V dimming driver</td>
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<tr>
<td>93062458</td>
<td>20KA surge protection with an end of life LED indicator</td>
</tr>
<tr>
<td>SCP-REMOTE</td>
<td>Remote control for SCP option; order at least one per project to program and control</td>
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### PERFORMANCE DATA

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Lumen values are from photometric tests performed in accordance with IESNA-LM-79-92. Data is considered to be representative of the configuration shown. Actual performance may differ as a result of each user environment and application. Please consult IES Files for Bldg/Proj ratings.

*10?12W lumens/100W (60000 hrs)

### ELECTRICAL DATA

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<th>INPUT VOLTAGE (V)</th>
<th>CURRENT (Amps)</th>
<th>SYSTEM POWER (w)</th>
</tr>
</thead>
<tbody>
<tr>
<td>30</td>
<td></td>
<td>-235 (350mA)</td>
<td>120</td>
<td>0.33</td>
</tr>
<tr>
<td></td>
<td></td>
<td>STD. (700mA)</td>
<td>277</td>
<td>0.14</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>120</td>
<td>0.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>238</td>
<td>0.32</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>277</td>
<td>0.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>347</td>
<td>0.16</td>
</tr>
</tbody>
</table>

### LUMINAIRE AMBIENT TEMPERATURE FACTOR (LATF)

<table>
<thead>
<tr>
<th>AMBIENT TEMPERATURE</th>
<th>LUMEN MULTIPLIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>0°C</td>
<td>1.01</td>
</tr>
<tr>
<td>15°C</td>
<td>1.01</td>
</tr>
<tr>
<td>20°C</td>
<td>1.00</td>
</tr>
<tr>
<td>25°C</td>
<td>1.00</td>
</tr>
<tr>
<td>30°C</td>
<td>1.00</td>
</tr>
<tr>
<td>40°C</td>
<td>0.99</td>
</tr>
<tr>
<td>50°C</td>
<td>0.88</td>
</tr>
</tbody>
</table>

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

### SURGE PROTECTION

- Field replaceable surge protection device (SPD) provides 20KA and 10KV protection meeting ANSI/IEEE C62.41.2 Category C High and Surge Location Category C3
- The SPD is designed with a clamping voltage of 1600V at 20KA using industry standard 8/20µs waveforms
- Max surge current = 20,000 Amps (see table)
- LED indicator – Green LED is unlit at end of life

**APPROVED ARCHITECTURAL REVIEW BOARD
CITY OF WORTHINGTON
DATE 10/27/14

---

**APPROVED WORTHINGTON MUNICIPAL PLANNING COMMISSION
DATE 10/27/14

---

**CLERK OF COMMISSION

---

**SPAULDING LIGHTING
Spaulding Lighting • 701 Millennium Boulevard • Greenville, SC 29607 • Phone: 864-678-1000
Due to continued efforts to improve products, product specifications are subject to change without notice.
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PRM2 – Promenade™ Series

- IFS full cutoff reflector systems (horizontal reflectors)
- Memory retentive silicone gaskets keep the optical chamber free of dirt and contaminants
- Tool-less removal of the reflector and ballast modules
- Optical grade acrylic lens will not yellow from UV radiation from the sun and metal halide lamps
- Cast aluminum construction and stainless steel hardware for corrosion resistance
- Powder coat finish in 13 standard colors with a polymer primer sealer

1. LUMINAIRE

1. LUMINAIRE

2. LAMP/BALLAST

PULSE START METAL HALIDE (120/208/240/277 volt ballast)
Modular base, ED-28 lamp
15/PSMH
175PSMH (Vertical reflectors base up only)
200PSMH (Vertical reflectors base up only)
250PSMH
320PSMH
350PSMH
350PSMH

HIGH PRESSURE SODIUM (120/208/240/277 volt ballast)
Modular base, ED-33 1/2 lamp
100HPSH
200HPSH
250HPSH
400HPSH

All ballasts are factory wired for 277 volts, unless specified. Lamps not included (except ED-18). For horizontal reflector models with PSMH mogul base ballasts, use a lamp approved for horizontal burning.

3. COLOR

WH: Arctic White
BL: Black
RT: Matte Black
DG: Dark Green
DB: Dark Brown
WDB: Weathered Brown
MOB: Bronze Metallic

4. OPTIONS

HSS (House side shield for horizontal or vertical reflectors. Factory installed. Not available for Type 5)
MAT (Most arm adapter fits over a 3/8"NPT) DIA pipe and is secured with four stainless steel set screws)
QES (Socket for T-4 mini-can lamp, field wired to a separate circuit. Lamp wattage not to exceed ballast wattage)
QES5 (Resinike controller and T-4 mini-can socket. Not required with electronic ballast. Lamp wattage not to exceed ballast wattage)
RST (Reflectors made to order for T-12, T-10, or 150 watt HPS lamp. Comes with mogul socket. Mogul base lamp only)

5. MOUNTING – Standard is arm mount

WALL MOUNT
WMAS37
WMAS38
WMAS39
WMAS4
WMAS5
WMAS6
WMAS7
WMAS8
WMAS9
WMAS10
WMAS11
WMAS12
WMAS13
WMAS14
WMAS15
WMAS16
WMAS17
WMAS18
WMAS19

POLE MOUNT
TRAD
TRAD6
TRAD7
TRAD8
TRAD9
SLA3
SLA4
SLA5
SLA6
SLA7
SLA8
SLA9
SLA10
SLA11
SLA12
SLA13
SLA14
SLA15
SLA16
SLA17
SLA18
SLA19
SLA20
SLA21
SLA22


SPECIFICATIONS

HOUSING
The ballast housing shall be one piece, high strength casting with an integral heat sink for the ballast. A housing shall be AASS cast free of any porosity, foreign materials or cosmetic fillers. The hood shall be spun aluminum welded circumferentially to the ballast housing. The housing shall have a removable flange to support the door frame. The door frame shall be an aluminum coating, hinged to the housing. The door frame shall be sealed to the housing with a molded silicone gasket and be secured with four captive screws. The lens shall be clear, tempered glass sealed to the door frame with a silicone gasket. Vertical lamp fixture shall have a stainless steel lens, the horizontal lamp fixture shall have a flat glass lens. All internal and external hardware is stainless steel.

REFLECTOR MODULE
The optical assembly shall consist of an die cast aluminum housing, sealed with a silicone gasket to prevent dust, insect or moisture contamination. The reflector module shall be of extruded, specular and semi-specular aluminum precisely formed and positioned within the housing and rotate on nylon degree increments for proper field positioning. Reflectors shall meet the ANSI-IES standard for full cutoff in horizontal models or cutoff in vertical models.

ELECTRICAL
Ballasts shall be high power factor rated for -30°C starting. The ballast shall be mounted to a cast iron holder for maximum heat dissipation. Mogul base porcelain sockets shall be pulse rated. The electrical assembly shall be installed and wired in the fixture. Sockets for T-12 lamps are G12 type.

MOUNTING
The fixture shall be welded to the cast arm for mounting the TRA5 and TRA6 arm. Wall mounting the WMAS3 or WMAS36: the fixture shall be welded to the cast arm. Arm or wall mounting other AAL arms. The fixture shall attach to a transition casting that is welded to the arm. The transition piece shall attach to the fixture with three stainless steel 1/4"-20 bolts and sealed with a silicone gasket.

See next page
TOOL-LESS RELAMPING
The lens door frame of the fixture shall hinge down for relamping. Four captive screws shall be loosened to open the fixture for relamping.

FINISH
Fixtures shall consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry off and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 2604-02 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance.

CERTIFICATION
Fixtures shall be listed with UL Testing Laboratories for outdoor, wet location use, 1598 and Canadian CSA std. C22.2 no.250.

WARRANTY
Fixture is warranted for three years. Ballast components carry the ballast manufacturer’s limited warranty. Any unauthorized return, repair, replacement or modification of the Product(s) shall void this warranty. This warranty applies only to the use of the Product(s) as intended by AAL and does not cover any misapplication or misuse of said Product(s), or installation in hazardous or corrosive environments. Contact AAL for complete warranty language, exceptions, and limitations.

DIMENSIONS

PRM2
20'150mm x 25'1035mm D/A
WT: 45 lbs  IP: 54  EPA: 1.9

PRM2-PM
40'1015mm x 25'635mm D/A
WT: 45 lbs  IP: 54  EPA: 1.9

PRM2 H3 250MH
WATTAGE: 295  LUMEN OUTPUT: 16668  EFFICACY: 56.2 Lm/W

PRM2 V5 250MH
WATTAGE: 295  LUMEN OUTPUT: 16760  EFFICACY: 56.8 Lm/W

IES files can be found at www.aal.net
1. LUMINAIRE

ARM MOUNT
Vertical Lamp (Sag glass lens, cutoff)
PRM2 V3 (Type 3)
PRM2 V4 (Type 2)
Horizontal Lamp (Fair glass lens, full cutoff)
PRM2 H2 (Type 2)  PRM2 H3 (Type 3)
PRM2 H4 (Type 4)  PRM2 H5 (Type 2)

POST TOP MOUNT
Vertical Lamp (Sag glass lens, cutoff)
PRM2-PM V3 (Type 3)
PRM2-PM V4 (Type 2)
Horizontal Lamp (Fair glass lens, full cutoff)
PRM2-PM H2 (Type 2)  PRM2-PM H3 (Type 3)
PRM2-PM H4 (Type 4)  PRM2-PM H5 (Type 5)

2. LAMP/BALLAST

PULSE START METAL HALIDE (120/208/240/277 volt ballast)
Megal base, ED-28 lamp
150PSMH
175PSMH (Vertical reflectors base up only)
200PSMH (Vertical reflectors base up only)
250PSMH 320PSMH
350PSMH 400PSMH

HIGH PRESSURE SODIUM (120/208/240/277 volt ballast)
Megab base, ED-23 1/2 lamp
150HPS
Megab base, ED-18 lamp
200HPS 250HPS 400HPS

All ballasts are factory wired for 277V, unless specified. Lamps not included (except 9V options). For horizontal reflector models with FSNH mogul base ballasts, use a lamp approved for horizontal burning. APPROVED.

ARCHITECTURAL REVIEW BOARD

CITY OF WORLINGTON

DATE 10/2/71

CLERK

APPROVED WORTHINGTON MUNICIPAL PLANNING COMMISSION

DATE 10/2/71

PRM2 – Promenade™ Series

1. LUMINAIRE

ARM MOUNT
Vertical Lamp (Sag glass lens, cutoff)
PRM2 V3 (Type 3)
PRM2 V4 (Type 2)
Horizontal Lamp (Fair glass lens, full cutoff)
PRM2 H2 (Type 2)  PRM2 H3 (Type 3)
PRM2 H4 (Type 4)  PRM2 H5 (Type 2)

POST TOP MOUNT
Vertical Lamp (Sag glass lens, cutoff)
PRM2-PM V3 (Type 3)
PRM2-PM V4 (Type 2)
Horizontal Lamp (Fair glass lens, full cutoff)
PRM2-PM H2 (Type 2)  PRM2-PM H3 (Type 3)
PRM2-PM H4 (Type 4)  PRM2-PM H5 (Type 5)

2. LAMP/BALLAST

PULSE START METAL HALIDE (120/208/240/277 volt ballast)
Megab base, ED-28 lamp
150PSMH
175PSMH (Vertical reflectors base up only)
200PSMH (Vertical reflectors base up only)
250PSMH 320PSMH
350PSMH 400PSMH

HIGH PRESSURE SODIUM (120/208/240/277 volt ballast)
Megab base, ED-23 1/2 lamp
150HPS
Megab base, ED-18 lamp
200HPS 250HPS 400HPS

All ballasts are factory wired for 277V, unless specified. Lamps not included (except 9V options). For horizontal reflector models with FSNH mogul base ballasts, use a lamp approved for horizontal burning. APPROVED.

ARCHITECTURAL REVIEW BOARD

CITY OF WORLINGTON

DATE 10/2/71

CLERK

APPROVED WORTHINGTON MUNICIPAL PLANNING COMMISSION

DATE 10/2/71

Visit www.aal.net for Arms, Poles & Accessories
Specification Guide

SPECIFICATIONS

HOUSING
The ballast housing shall be one piece, high strength casting made from a die cast aluminum alloy. Housing shall be AASS cast free of any porosity, foreign materials or cosmetic fillers. The hood shall be spun aluminum welded circumferentially to the ballast housing. The housing shall have an inner rolled flange to support the door frame. The door frame shall be an aluminum casting, hinged to the housing. The door frame shall be sealed to the housing with a molded silicone gasket and be secured with four captive screws. The lens shall be clear, tempered glass sealed to the door frame with a silicone gasket. Vertical lamp fixture shall have a sag glass lens, the horizontal lamp fixture shall have a flat glass lens. All internal and external hardware is stainless steel.

REFLECTOR MODULE
In a normal assembly shall consist of an die cast aluminum housing, sealed with a silicone gasket to prevent dust, insect or moisture contamination. The reflector module shall consist of segmented, specular and semi-specular Azuloid panels precisely formed and positioned within the housing and rotatable on ninety degree increments for proper field positioning. Reflectors shall meet the ANSI-IES standard for full cutoff in horizontal models or cutoff in vertical models.

ELECTRICAL
Ballasts shall be high power factor rated for 90°C starting. The ballast shall be mounted to a cast holder for maximum heat dissipation. Mogul base porcelain sockets shall be pulse rated. The electrical assembly shall be installed and prewired in the fixture. Sockets for T-8 lamps are G24 type.

MOUNTING
The fixture shall be welded to the cast arm for mounting the TR5 and TR6 arm. Wall mounting the WMA35 or WMA46, the fixture shall be welded to the cast arm.

Arm or wall mounting other AAL arms: The fixture shall attach to a transition casting that is welded to the arm. The transition piece shall attach to the fixture with three stainless steel 1/4-20 bolts and sealed with a silicone gasket.

AR 119-11

CITY OF WORLINGTON

DRAWING NO.

DATE 9-29-11

See next page
TOOL-LESS RELAMPING
The long door frame of the fixture shall hinge down for relamping. Four captive screws shall be loosened to open the fixture for relamping.

FINISH
Fixture finish shall consist of a five stage pretreatment regimen with a polymer primer sealer, oven dry off and top coated with a thermoset super TGIC polyester powder coat finish. The finish shall meet the AAMA 2604-02 performance specification which includes passing a 3000 hour salt spray test for corrosion resistance.

CERTIFICATION
Fixtures shall be listed with UL Testing Laboratories for outdoor, wet location use, 1596 and Canadian CSA std. C22.2 no. 250.

WARRANTY
Fixture is warranted for three years. Ballast components carry the ballast manufacturer's limited warranty. Any unauthorized repair, repair, replacement or modification of the Product(s) shall void this warranty. This warranty applies only to the use of the Product(s) as intended by AAL and does not cover any reapplication or misuse of said Product(s), or installation in hazardous or corrosive environments. Contact AAL for complete warranty language, exceptions, and limitations.

DIMENSIONS

PRM2
20'/510mm x 25'/635mm DIA
WT: 45 lbs  IP: 54  E: 1.9

PRM2-PM
40'/1015mm x 25'/635mm DIA
WT: 45 lbs  IP: 54  E: 1.9

PRM2 H3 250MH
WATTAGE: 295  LUMEN OUTPUT: 16568  EFFICACY: 56.2 Lm/W

B3 U0 G3
FORWARD LIGHT  LUMEN
FL  30°  8.0%  1322
FM  60°  31.1%  5151
FH  80°  29.3%  4855
FVH  90°  0.3%  46
BACK LIGHT
BL  30°  6.2%  1027
BM  60°  17.1%  2829
BH  80°  7.9%  1301
BVH  90°  0.2%  39
UPLIGHT
UL  100°  0%  0
UL  180°  0%  0
10' MOUNTING HEIGHT

PRM2 V5 250MH
WATTAGE: 295  LUMEN OUTPUT: 16760  EFFICACY: 56.8 Lm/W

B4 U2 G2
FORWARD LIGHT  LUMEN
FL  30°  4.6%  764
FM  60°  20.4%  3419
FH  80°  23.8%  3981
FVH  90°  1.1%  179
BACK LIGHT
BL  30°  4.6%  764
BM  60°  20.4%  3419
BH  80°  23.8%  3981
BVH  90°  1.1%  179
UPLIGHT
UL  100°  0.3%  52
UL  180°  0.2%  26
10' MOUNTING HEIGHT

IES files can be found at www.aal.net
**Bench 19**

19-60 6' long, 2 supports, 375 lbs.
19-80 8' long, 2 supports, 465 lbs.

- Available in extended lengths in multiples of 6' & 8'
- Seat portion welded into one unit
- Custom lettering available on side panels
- Optional armrest

**Materials**
- Seating Surface: 5/8"-diameter steel bars
- Supports: Cast iron
- Bracing: 1-1/16" O.D. steel pipe
- Fasteners: Stainless steel
- Finish: See pg 5 for choice of polyester powder finish.

* Add $ to unit price for center armrest.

**Bench 106**

106-60 6' long, 2 supports, 267 lbs.
106-80 8' long, 2 supports, 325 lbs.

- Seat portion welded into one unit
- Cast iron supports

**Materials**
- Seating Surface: 5/8"-diameter steel bars
- Supports: Cast iron
- Bracing: 1-1/16" O.D. steel pipe
- Fasteners: Stainless steel
- Finish: See pg 5 for choice of polyester powder finish.

**Receptacle 102Z**

102-22 22-gal. All-Steel Receptacle, 263 lbs.
102-22SH 22-gal. All-Steel Receptacle w/ optional steel shield, 285 lbs.
102-32 32-gal. All-Steel Receptacle, 264 lbs.
102-32SH 32-gal. All-Steel Receptacle w/ optional steel shield, 321 lbs.

- Shown with optional 18-gauge steel shield

**Materials**
- Top & Bottom Bands: 3/8" x 2-1/2" steel
- Center Band: 3/8" x 2" steel
- Cover: 3/8"-thick steel plate w/10"-diameter opening
- Receptacle Liner: 22- or 32-gal. plastic
- Internal Steel Shield (opt): 18-gauge CR steel
- Rosettes: 4-1/4" O.D. x 3/4"-thick cast iron
- Vertical Straps: 1/2" x 1" (32-gal.) or 36" x 1" (22-gal.) HR steel bar
- Reveal Strip: 1/4" x 2" HR steel bar
- Finish: See pg 5 for choice of polyester powder finish.

**Planter 122**

122-00 All-Steel Planter, 203 lbs.
122-00SH All-Steel Planter w/optional steel shield, 220 lbs.

- One-piece all-steel construction
- Heavy-duty polyethylene liner
- Shown with optional 18-gauge steel shield

**Materials**
- Top & Bottom Bands: 3/8" x 2-1/2" steel
- Center Band: 3/8" x 2" steel
- Internal Steel Shield (Optional): 18-gauge CR steel
- Rosettes: 4-1/4" O.D. x 3/4"-thick cast iron
- Vertical Straps: 1/2" x 1" HR steel bar
- Reveal Strip: 1/4" x 2" HR steel bar
- Liner: Polyethylene
- Size: 28" x 24-1/2" (Dia x H)
- Finish: See pg 5 for choice of polyester powder finish.

**Ash Urn 123**

123-00 All-Steel Ash Urn, 110 lbs.
123-00SH All-Steel Ash Urn w/optional steel shield, 124 lbs.

- One-piece all-steel construction
- Shown with optional 20-gauge steel shield

**Materials**
- Top & Bottom Bands: 1/4" x 2-1/2" steel
- Center Band: 1/4" x 2" steel
- Internal Steel Shield (opt): 20-gauge CR steel
- Rosettes: 4-1/4" O.D. x 3/4"-thick cast iron
- Vertical Straps: 1/2" x 1" HR steel bar
- Reveal Strip: 1/4" x 2" HR steel bar
- Ash Pan: 10"-dia. spun aluminum
- Finish: See pg 5 for choice of polyester powder finish.

**CITY OF WORTHINGTON**

**DRAWING NO.**

**ADD 07-16**

**DATE** 9-29-16

**WWW.DUMOR.COM | 800-598-4018**
Bench 11PL

11-60PL  6' long, 3 supports, 225 lbs.
11-80PL  8' long, 3 supports, 245 lbs.

- Excellent for heavily used areas

Support Options: S-1 Embedment, S-2 Surface Plate, and S-4 Sub-Floor

Materials
Slat: 4" x 4" nom. recycled plastic w/color molded in
Supports: 2-7/8" O.D. steel pipe
Fasteners: Stainless steel
Finish: See pg 5 for choice of recycled plastic color and polyester powder finish.

Bench 57PL

57-40PL  4' long, 2 supports, 182 lbs.
57-60PL  6' long, 2 supports, 220 lbs.
57-80PL  8' long, 3 supports, 311 lbs.

- Custom lettering available for side panels
- Also available with wood slats

Materials
Slat: 2" x 3" nom. recycled plastic w/color molded in
Supports: Cast iron
Fasteners: Stainless steel
Finish: See pg 5 for choice of recycled plastic color and polyester powder finish.

Bench 88PL

88-40PL  4' long, 2 supports, 165 lbs.
88-50PL  5' long, 2 supports, 208 lbs.
88-60PL  6' long, 3 supports, 251 lbs.
88-80PL  8' long, 3 supports, 304 lbs.

- Profiled slats for extra comfort
- Also available w/wood slats
- Available with optional armrest

Support Options: S-1 Embedment, S-2 Surface Plate, S-3 Gull-Wing, and S-4 Sub-Floor

Materials
Slat: 3" x 4" nom. and 3" x 6" nom. recycled plastic
Supports: 3/8" x 4-1/2" steel bar and 3" square x 1/4" wall steel tube
Fasteners: Stainless steel
Finish: See page 5 for choice of recycled plastic color and polyester powder finish.
LENGTH OPTIONS

☐ 6' BENCH
☐ 8' BENCH

NOTES:

1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
2.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.
NOTE:
1.) DURING ASSEMBLY PROCEDURE;
   DO NOT COMPLETELY TIGHTEN HARDWARE.
2.) THE ACTUAL PARTS WILL NOT BE NUMBERED
   NUMBERS ONLY APPLY TO DRAWING.

STEP 1:
USE 1 - PC. 6' SEAT ASSEMBLY (1)
   2 - PCS. CAST IRON BENCH SUPPORT (3)
   4 - PCS. 1/2" X 2 1/2" SS FLT. SKT. HD CAP SCR. (4)
   4 - PCS. 1/2" SS THIN NYLON LOCKNUT (5)
   4 - PCS. 1/2" SS FLAT WASHER (6)
ATTACH CAST IRON BENCH SUPPORT (3) TO 6' SEAT ASSEMBLY
   (1) USING 1/2" X 2 1/2" SS FLT. SKT. HD. CAP SCR. (4) &
   1/2" SS. FLT WASHER (6) & 1/2" SS THIN NYLON LOCKNUT (5).
   TIGHTEN TO Snug fit.

STEP 2:
USE 1 - PC 71 3/4" PIPE BRACE (2)
   2 - PCS. 1/2" X 2 1/2" FLT. SKT. HD. CAP SCR. (4)
ATTACH 71 3/4" PIPE BRACE (2) TO STEP 1 ASSEMBLY
   USING HARDWARE (4). TIGHTEN TO SNUG FIT.

STEP 3:
UPON COMPLETION OF BENCH ASSEMBLY SQUARE ALL
   COMPONENTS THEN TIGHTEN ALL HARDWARE.

STEP 4:
MOUNT AND ANCHOR AS SPECIFIED.
BUILDING 'B'

HIGH STREET RETAIL
NORTH HIGH STREET, WORTHINGTON, OH 43085
OCTOBER 27, 2016
The tenant doors can be glass or solid, but wallpacks on rear can be repositioned.
CVS PHARMACY RETAIL
F.F.E. = 865.8
BLDG. = 13,013 SQ.FT.

PHUMUSL BLDG. A
FF = 468.2
4272 SQ.FT.

PHUMUSL BLDG. B
FF = 870.6
12,804 SQ.FT.

NORTH STREET

APPROVED
ARCHITECTURAL REVIEW BOARD
CITY OF WORthington
DATE 10.2.11
CLERk

APPROVED
WORthington MUNICIPAL PLANNING COMMISSION
DATE 10.2.11
CLERk OF COMMISSION

SITE LIGHTING POINT BY POINT PLAN
SL-1.2
The regular meeting of the Worthington Architectural Review Board and the Worthington Municipal Planning Commission was called to order at 7:00 p.m. with the following members present: Michael Coulter, Chair; James Sauer, Vice-Chair; Kathy Holcombe, Secretary; Thomas Reis, Edwin Hofmann, Amy Lloyd, and David Foust. Also present were: Scott Myers, Worthington City Council Representative to the Municipal Planning Commission; Lee Brown, Director of Planning & Building; Lynda Bitar, Planning Coordinator and Clerk of the Municipal Planning Commission; and Melissa Cohan, Paralegal.

A. Call to Order – 7:00 p.m.
1. Roll Call
2. Pledge of Allegiance
3. Approval of minutes of the October 13, 2016 meeting.

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

4. Affirmation/swearing in of witnesses – Members of the audience were sworn in by Mrs. Bitar.

B. Architectural Review Board

1. New

Mrs. Bitar reviewed the following from the staff memo:


&C. Municipal Planning Commission (continued)

1. Amendment to Development Plan
   ADP 07-16

Findings of Fact & Conclusions

Background & Request:
Two buildings were approved at this location south of the CVS building in 2007 when CVS was approved. The buildings were planned with second floors in the front portion of building to accommodate 4 residential units for a total of 4960 sf of upstairs building area. In the larger building to the south (“B”), the units would have been 1417 sf each; in the smaller building to the north (“A”), the units would have been 1063 sf each. At the July 2012 meeting, the Board and Commission approved a modified version of the two buildings, which were proposed without usable second floors. The City Council denied the Amendment to Development plan application because it did not include usable second floors.

With the new applications, the property owner is requesting approval of 2 buildings that are similar in footprint and design to the previously approved, but now 6402 sf of office space is proposed above Building “B” to the south. Building “A” would not have a usable second floor. Also, demolition of the office building at 33 E. North St. and construction of additional parking is proposed.

At the October 13th ARB/MPC meeting, the Board and Commission discussed the project, and asked the applicant to considered changes to the scale of the dormers on Building A; the front pediment, rear office entrance, and chimney width on Building B; adding windows to both buildings where possible; and eliminating wall pack lighting. See changes below in bold.

Project Details:
1. Site: The buildings are proposed further from High St. than was originally approved, with Building “A” shown 18’ 1½” from the property line (~42’ from the roadway), and Building “B” shown 19’ 5½” from the property line (~43’ from the roadway). Previously, the buildings were at 11’ and 16.3’ from the property line. Brick paver patios are proposed in front of each building, as are curbed planter beds, benches, waste receptacles and bike racks. These items would match those previously approved for the site, except the owner is willing to modify the color from the existing green to black. The existing sidewalk and tree lawn would stay.

   Early this year the City Council approved the division of the CVS property from the rest of the parcel, with the lot line being along the south end of the CVS building. A variance would be needed to construct Building “A” in the proposed location, which is 8’ from the newly created property line. Building “A” was 8’ from the CVS building in the previously approved plans, so the only change is due to the lot split.
The access drive located between the buildings sites would remain, as would the existing parking behind CVS and Building “A”. The asphalt parking lot would be extended into the area behind Building “B” as was previously approved, and 13 spaces and a drive aisle are proposed in place of the building at 33 E. North St.

The three dumpsters with enclosures near the back of the site would remain.

Lighting for the site would include the addition of three poles to match the existing, with the fixtures at 14’, the pole top at 16’6”, and the pole base at grade so the concrete foundation is not exposed. The poles and fixtures would be black, with the lamps being 250 watt metal halide. The fixtures at the east corners of the rear parking would have shields on the rear so light would not spill onto the adjacent residential properties and the light source would not be seen. The photometrics show 0 footcandles at the property lines.

2. Buildings:
Building “A” is proposed as 4272 sf in area, with a gabled asphalt roof and dormers over the front part of the building. The rear part of the building would have a flat roof with a solid rail around the edge to screen equipment. A brick veneer finish is proposed for the building with a combination of wood and metal trim in off-white. Although proposed to be occupied by a single retail tenant, PetPeople, the building façade would have the look of three storefronts, and could be divided if necessary in the future. Columns would be placed between the storefronts, and would support a narrow roof structure. The window systems are proposed with clad casement windows with integral muntins and wood trim. The three dormers would be centered on the storefronts below, and finished with Hardi lap siding, wood trim, standing seam metal roofing, and 6 over 6 windows. On the south side, there would be 4 double-hung windows with transoms, brick soldier courses, awnings and lights above. At the rear of the south side and at the rear of the building, herringbone patterned brick accent panels with a soldier course above are proposed instead of windows. The north side would have brick panels instead of windows.

Building “A”:
- The dormers were made larger, which necessitated an increase in the roof pitch, and shortening of the gable depth.
- Interior blinds with lights behind were used in the upstairs windows with the CVS project, but that has not been mentioned in this application.
- On the north and south elevations, wall packs were replaced with gooseneck lamps.
- Windows were added and the service door was removed on the south elevation.
- Glass was added to the service door on the rear elevation.

Building “B” is proposed to be a full two story brick building with 6402 sf of area per floor. The first floor would likely be retail or restaurant, with the second floor being office space. Like “A”, “B” would have a gable across the front part of the building, but would then have
a hipped roof extending to the rear. Two chimneys are proposed at the ends of the front gable. The first floor could accommodate 1-3 tenants, and would have 3 storefront elements across the front. The center element is proposed with a gable above and extends out further than the sides. The side elevations show columns framing the center, but the front elevation and renderings do not. Clarification is needed.

The storefront windows would have wood trim with sign bands above. Three double-hung windows are proposed for the second floor centered on each of the storefronts. The sides would have 9 over 6 double hung windows with transoms, brick soldier courses, awnings and lights above at the front, and herringbone patterned brick accent panels with a soldier course above to the rear. On the south elevation a double door is proposed that would provide access to the front stairs. The second floors would have nine 6 over 6 double hung windows lined up with the windows or brick panels below. At the rear, three doors would be accessed from a raised walkway with steps at one end and a ramp at the other end. The wall of the walk would be faced with brick to match the building. A small canopy with a standing seam metal roof is proposed above each entrance. The building is proposed with interior stairwells in the northeast and southwest corners of the building, and would have an elevator at the northeast corner.

**Building “B”:**

- The size and scale of the center pediment was increased, as was the chimney width. Chimney width is only shown correctly on the west elevation, not the east.
- The storefront entrances were slightly modified, centering the doors. The doors appear as a different color.
- Windows were added on the north and south elevations.
- The plane of the rear wall is now proposed to recess in the middle, and hipped roofs are proposed above the outside sections of the building. The rear office entrance now would have a double door, and lanterns are proposed on the sides of the entrance. Also, an area above the entrance has been identified for signage.
- Gable vents are no longer shown on the north and south gables.
- On the north and south elevations, wall packs were replaced with gooseneck lamps.

Materials for the buildings are as follows:

- Dimensional Asphalt Shingles – Owens Corning - Estate Gray
- Fabric Awnings – Sunbrella – Toast for “A”; Navy for “B”
- Brick – Glen-Gery – Rustic Burgundy; Mortar – Cemex 40A
- Metal Fascia, Downspouts & Gutters – Sandstone for “A”; Classic Bronze for “B” (prefinished color)
Paint – Benjamin Moore
  o Monterey White - Railing/fence on back of “A”
  o Lenox Tan - Fascia, rake, frieze and trim boards
  o Hodley Red – Window and door head, sill & surrounds for “A” first floor
  o Old Navy – Window and door head, sill & surrounds for “B”

• 6” Hardieplank Lap Siding – “A” dormers
• Vinyl, PVC or Clear Cedar - Fascia, rake, frieze and trim boards; window and door head, sill & surrounds; pilasters; roof canopies

Lighting for the buildings would consist of small gooseneck lamps above the sign bands and awnings, and wall packs along the sides and rear of the buildings. All fixtures would be black, and made by LSI Industries.

Gooseneck lamps would now replace most of the wall packs, except on the rear of the buildings. The proposed wall pack fixture is now proposed as a more decorative style.

33 E. North St. from the applicant: “…was constructed in 1965 and purchased by M.K. & K. Realty, Inc. in 1986. The building is a two story building with the first floor being more of a basement due the majority of it being subsurface. The building was poorly designed in a long and narrow configuration that results in inefficient tenant space layouts. The second floor and basement each consist of approximately 3,750 s.f. The basement is not desirable tenant space and is further made worse by the structural block walls throughout the floor limiting the useable space and possibilities for tenants. The first floor of the building has also been historically difficult to lease due to the long and narrow construction of the building and only containing 3,750 s.f. Demolishing this old office building will allow for additional parking and construction of the two story building depicted on the site plan as Building “B” with 6,402 s.f. of new, better useable, second floor office space fronting N. High St.” The building at 33 E. North St. is not a contributing structure in the Worthington Historic District.

3. Landscaping/Screening: The street trees across the High St. frontage are well established and will remain. Also, existing vegetation along the south property line would be preserved. Shrubs and trees are proposed along the south property line to fill in gaps toward the rear, and shrubs would continue around the corner to the north. Also, shrubs are proposed for the northeast corner of the rear parking lot. A wood shadowbox fence is in place along the property line that borders residential to the rear, but needs to be repaired and/or replaced in some areas.

New trees, perennials and shrubs are proposed in front of each building, and on the south and east sides of Building “B”.

A planting area consisting of Spartan Junipers, Winter Gem Boxwoods, Shenandoah Switchgrass, Little Spire Russian Sage, Gracillimus Maiden Grass and Dense Yews is proposed to screen the new parking area from North St.
Land Use Plans:
Worthington Design Guidelines and Architectural District Ordinance

Scale, Form & Massing: New construction should take special care to employ scale, form, and massing that are similar to and compatible with existing building designs. Simple geometric forms and uncomplicated massing tend to make buildings more user-friendly and help to extend the character of Old Worthington. Carefully designed building facades that employ traditional storefronts -- or similarly-sized windows on the first floor -- will help make new buildings more pedestrian-friendly.

Setbacks: Parking areas should be located toward the rear and not in the front setbacks if at all possible. Unimpeded pedestrian access to the front building facade from the sidewalk should be a primary goal. Building up to the required setback is desirable as a means of getting pedestrians closer to the building and into the main entrance as easily as possible.

Roof Shape: Generally, a traditional roof shape such as gable or hip is preferable to a flat roof on a new building. Roof shapes should be in scale with the buildings on which they are placed.

Materials: New buildings should employ only traditional wood and brick. Contemporary materials that simulate wood can be acceptable if done well, and brick veneer construction over a wood frame also is acceptable. Before making a final selection of materials, prepare a sample board with preferred and optional materials.

Windows: On long facades, consider breaking the composition down into smaller “storefront” units, with some variation in first and upper floor window design. Use traditional sizes, proportions and spacing for first and upper floor windows. Doing so will help link Old Worthington and newer areas through consistent design elements.

Entries: Primary building entrances should be on the street-facing principal facade. Rear or side entries from parking lots are desirable, but primary emphasis should be given to the street entry. Use simple door and trim designs compatible with both the building and with adjacent and nearby development.

Ornamentation: Decorative treatments at entries, windows and cornices can work well in distinguishing a building and giving it character, but only a few such elements can achieve the desired effect. Traditional wood ornamentation is the simplest to build, but on new buildings it is possible to use substitute materials such as metal and fiberglass. On brick buildings substitute materials can be used to resemble the stone or metal ornamental elements traditionally found on older brick buildings. As with all ornamentation, simple designs and limited quantities give the best results.

Color: For new brick buildings, consider letting the natural brick color be the body color, and select trim colors that are compatible with the color of the bricks. Prepare a color board showing proposed colors.
Signage: While the regulations permit a certain maximum square footage of signs for a business, try to minimize the size and number of signs. Place only basic names and graphics on signs along the street so that drive-by traffic is not bombarded with too much information. Signs must be distinctive enough to be readily visible, but avoid incompatible modern colors such as “fluorescent orange” and similar colors. Bright color shades generally are discouraged in favor more subtle and toned-down shades.

Sustainability:
Sustainability can be achieved by ensuring the economic, environmental and social concerns of Worthington are addressed in a balanced manner. The City of Worthington and its Architectural Review Board are interested in encouraging sustainable design and building practices, while preserving the character and integrity of the Architectural Review District. Recommendations include: encouraging energy conservation methods; using landscape concepts to preserve energy; managing storm water run-off in an environmentally friendly way; using solar panels in locations that minimize the visual impact as seen from the right-of-way and surrounding properties; adding bike racks; using streetscape elements that are of a human scale; making use of recycled, renewable and energy efficient materials; using natural and controlled light and natural ventilation; and minimizing light pollution.

Worthington Comprehensive Plan
Buildings at North St. and High St. should frame the pedestrian space and street, invite browsing, create second story-office or residential opportunities, and locate and screen the parking in the rear of the site.

Recommendation:
Staff is recommending approval of this application, taking into account the additional comments in bold. The site and building design are in character with the Design Guidelines and the previous Development Plan for this property. Demolition of an obsolete office building and the addition of new office space in Old Worthington is desirable.

The increased dormer size proposed for Building “A” seems disproportionate on the building, with the windows being a size similar to the storefront entrances below. The same treatment with blinds and lights to make the dormers look like part of a true second story would be appropriate. The increase in roof pitch and shortening of the gable may be desirable whether or not the dormer size increases.

The changes proposed for Building “B” seem appropriate and in line with the Board and Commission comments from the last meeting.

Discussion:
Mr. Coulter asked if the applicant was present. Mr. Donald Plank stated that he is the attorney representing the applicant for this matter. He stated that he believed that most of the development plan
issues were resolved at the previous meeting and so they came back this evening to discuss some architectural changes. Mr. Mark Ford stated that he is with Ford & Associates Architects, 1500 W. 1st Ave., Columbus, Ohio. Mr. Ford said that in order to make the pediment slightly larger they made the width of the element wider so that there would be a longer run of the gable to fit in with the masonry of that element. He said that they also increased the width of the chimney, which was requested of the north and south chimneys. Mr. Ford said that on the rear of the building, on the east elevation towards the parking lot, the other change that was made was that the back elevation was divided into three sections. They added a step in the façade to create two hipped roof sections at each of the north and south corners of the building to try to define the vertical element where the office entry is located. Mr. Ford said that they created a bit of an inset to create some relief on the wall and on the south elevation they increased the amount of windows on the ground floor level as well as added the gooseneck light fixture in lieu of wall packs and the same with the north elevation. He said that basically the elevations are the same with the exception of the additional glass windows.

Mr. Ford asked Mrs. Bitar to refer to the photographs of Building A. He said that they got rid of the elevated ramp and stair in the corner along the entry drive. Mr. Ford said that the tenant will need to determine how they will want to use the space, there will need to be some back of the house function. He felt that the corners of the grades cleaned up nicely. Mr. Ford said that he extended the glass further on the east to the ground floor and got rid of the wall pack fixtures. He said that the tenant has been encouraged to have glass on the rear doors and will encourage customer entry on that side of the building due to the proximity of the parking area.

Mr. Ford said that there are still a few wall pack light fixtures and that is just based on the photometrics and trying to provide proper illumination because they just were not getting enough light with the gooseneck light fixtures. Mr. Ford said that on the west elevation is primarily the same. He said that he could not find any specific reference of gables in proportion to other elements of the building and that he looked at several different types of architecture such as Georgian and Colonial Williamsburg, and all types of different references but there is not any mathematical reference like there is with other architecture. Mr. Ford explained why a larger dormer would not work properly and said that a larger dormer also made the rooftop look top heavy. He said that they prefer to use the original dormer that was proposed and the steeper roof pitch because of the overall proportions of the building. Mr. Ford said that the decision is subjective and he also welcomed comments from the Board members. He also said they will be using Coach like lights on the office entrance area. Mr. Ford said that in regards to Building B they really do not know who the tenant will be at this time other than the office entrance. He said that they are recommending that the east side doors remain metal. He does not know what type of abuse those doors will endure, and the tenant may also prefer metal doors.

Mr. Coulter explained that the motion could be crafted in such a way that either type of door could be used so that the new tenant could have a choice. Mr. Ford said that the glass door change on the other building was welcomed by the new tenant.
Mr. Sauer said that he wanted to note that the buildings have been well detailed, very well crafted and fit nicely into the community. Mr. Sauer said that he also realized that this is not an inexpensive building and he is pleased with the investment that is being made. He said that while looking at the east elevation at some of the wall packs above and the rooftops over the doors may cast shadows. Mr. Ford said that typically they would have can lights underneath the doorway but he will take a second look. Mr. Sauer said that he had a couple of questions about the parking lot and said that one of the drive isles looks too tight. Mr. Ford said that the space was just an odd area and they were not sure what they were going to do with the space yet. Mr. Sauer suggested shutting down that drive isle. Mr. Sauer said that the fence on the north side of the property is not in very good shape and asked if there were plans to do anything with that fence. Mr. Plank said that the fence was discussed at the previous meeting and will match the other fence.

Mrs. Holcombe said that Mr. Ford has done an extremely good job and thanked him for listening to the Board suggestions, and she thinks that the buildings are beautiful.

Mrs. Lloyd also thanked Mr. Ford for taking a look at the issue with the dormer windows and said that she preferred the last option with the steeper rooftop.

Mr. Coulter asked Mrs. Bitar is the landscaping plan is sufficient with what is required and Mrs. Bitar said yes.

Mr. Foust said that he liked the steeper rooftop also because the steeper style of rooftop is similar to that of a Federal style of building which would originally have had dormers. The way the rooftop was presented before, Mr. Foust said the look was more of a Greek Revival. Mr. Coulter asked if there was a bike rack on the property and Mr. Ford said yes, there in an already existing bike rack on the CVS property, and there will be a bike rack further south. Mrs. Bitar asked about the dumpster at the back of the building. Mr. Chris Kessler stated that he is an attorney with the Plank Law Firm, 411 E. Town St., Columbus, Ohio, and also owner of the property. Mr. Kessler said that the dumpster will go away and there will also be a light fixture in the same spot. Mrs. Bitar asked if the current dumpsters will be enough to service the new buildings and CVS and Mr. Kessler said yes. Mr. Coulter asked if there was anyone present that wanted to speak either for or against this application and no one came forward.

ARB Motion:
Mr. Hofmann moved:

THE FOLLOWING AMENDMENTS:

- That the tenant doors on the east elevation of Building B can be detailed as either glass or panelized depending on the tenant needs;
- That the pack lights on the east elevation of Building B need to be repositioned so they will not cast shadows;
- That the roof line will have a steeper pitch and the dormer windows will remain the same as originally presented.

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

MPC Motion:
Mr. Reis moved:

THAT THE REQUEST BY PLANK LAW FIRM, LPA ON BEHALF OF M.K.&K. REALTY, INC. TO AMEND THE DEVELOPMENT PLAN FOR THE PROPERTY AT 890, 910 AND 918 HIGH ST. BY DEMOLISHING THE BUILDING AT 33 E. NORTH ST. AND CONSTRUCTING NEW BUILDINGS AT 890 AND 910 HIGH ST., AS PER CASE NO. ADP 07-16, DRAWINGS NO. ADP 07-16, DATED OCTOBER 19, 2016, BE RECOMMENDED TO CITY COUNCIL FOR APPROVAL BASED ON THE FINDINGS OF FACT AND CONCLUSIONS IN THE STAFF MEMO AND PRESENTED AT THE MEETING.

Mr. Sauer seconded the motion. Mrs. Bitar called the roll. Mr. Coulter, aye; Mr. Sauer, aye; Mrs. Holcombe, aye; Mr. Reis, aye; and Mr. Hofmann, aye. The motion was approved.
RESOLUTION NO. 47-2016

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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**Total General Fund Transfers**  $35,500.00

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

Date: November 2, 2016

To: Matthew H. Greeson, City Manager

From: Molly Roberts, Director of Finance

Subject: Transfer Resolution

Please include the attached Transfer Resolution on the agenda for Monday, November 7th. This resolution authorizes the transfer of previously appropriated funds to cover expenses as anticipated for the remainder of the year in appropriate accounts. Approval of this resolution will not result in an increase of total appropriations.

Additional funding is requested in the Testing and Assessment account line in the Personnel Department budget. There has been an increased utilization of funding needs in this account line due to staffing transitions that have occurred in various departments this year as a result of retirements and other staffing changes. Additional funds are requested for in order to complete pre-employment testing and assessments for various positions.

From: 101.1040.512206 Workers Compensation – Personnel
To: 101.1040.540513 Testing and Assessments – Personnel $ 3,000.00

The following transfer is requested within the Police Department accounts. This transfer will satisfy the potential contractual obligations as approved in the current FOP contract agreement related to the pay in lieu of vacation provision. The current contract increased the maximum amount of the annual pay in lieu of vacation request for the FOP membership from $15,000 to $30,000. Funding for this transfer is available in a salary line due to the staffing transitions and retirements within this department.

From: 101.2020.511019 Lieutenant – Police Community Service
To: 101.2020.511160 Vacation Pay – Police Community Service $ 15,000.00

City staff has undergone significant staffing changes this year with ten retirements and two resignations throughout the organization. These separations in service correspond to expense
obligations for accrued vacation, compensatory time and sick leave payments. The following transfer is necessary in order supplement the Retirement Pay account line for expenditures related to leave payouts due to employees who resign or retire from the City, as anticipated for the remainder of the year.

To: 101.1040.511159 Retirement Pay – Personnel $ 16,000.00

The following transfer is requested within the Planning and Building accounts. The Planning and Building Department share office space with the Law Department. These departments have been in a process of reorganizing in order to adequately maximize staff and utilize the available space in the front office. The need for improved work space for the front office area became very apparent during this transition. This transfer will capture office equipment expenditures in the appropriate account line and will utilize funds from the Equipment Maintenance account line, which will otherwise not be needed this year.

From: 101.5010.540500 Equipment Maintenance – Planning & Building  
To: 101.5010.533003 Office Equipment – Planning & Building $ 1,500.00

The General Fund transfers included with this resolution total $35,500.00 and do not increase the total appropriations for the operating budget.
RESOLUTION NO. 48-2016

Amending the Position Description for Police Lieutenant.

WHEREAS, City Council wishes to amend the position description for the position of Police Lieutenant; and,

WHEREAS, it is necessary to amend the position description for the position of Police Lieutenant to properly reflect the duties of this position;

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

SECTION 1. That the position description for the position of Police Lieutenant (Class Specification No. 124) as per the description attached hereto be and the same is hereby amended.

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
General Statement of Duties

Under the direction of the Chief of Police, serves as a senior command position, and is responsible for the overall operations and functioning of their respective bureau assignment. The Police Lieutenant position is in charge of overseeing one of two distinct bureaus within the Division of Police, either the Patrol Operations Bureau or the Support Services Bureau.

The Lieutenant for Patrol Operations Bureau supervises shift sergeants, police officers, the patrol support officer, community service officer, reserve police unit, training, the FTO program, DUI Task Force Liaison, Citizens Academy Alumni Association, Franklin County Safe Communities Liaison, community special events, crossing guards, special duty, traffic enforcement and accident analysis, patrol equipment, uniform purchase program, schedules work in the unit, and other duties as assigned.

The Lieutenant for Support Services Bureau oversees and supervises the Criminal Investigation Unit sergeant, provides guidance for unusual or sensitive specialty cases within the Criminal Investigation Unit, supervises the Operations Support Manager and oversees the Communication Center. Oversees media relations, serves as Division PIO, Internal Affairs investigations, property and evidence, webpage liaison, provides legal updates, policy review, the Recognition Program, Division Stats, Crime Analysis, Emergency Operations, Statistics, coordinates crime analysis and other duties as assigned.

Essential Functions of the Position:

Performs overall supervision and management of all employees, functions and activities within their specified bureau; develops and implements internal policies, procedures, and schedules, and other operating practices, rules and regulations with approval of the Chief of Police or designee.
Inspects and conducts analysis of crime or traffic trends, addresses community needs and how they affect organizational objectives goals or projections.

Estimates needs, new trends, projects staffing or budgetary needs for upcoming year, and how these affect service and levels of response, the mission and organizational goals.

Responds to public complaints.

Assists in budget preparation of annual operating and capital budgets; controls expenditures within allocated appropriations, continuously acts to reduce costs and improve efficiency.

Interacts with other agencies, citizens, partnerships, and other groups that interact with the Division. Maintains relations with local, county, state and federal law enforcement agencies, social service providers, and other support agencies in the criminal justice system.

Facilitates the development and execution of organizational goals and work unit objectives; maintains a work environment consistent with the Division's mission, values and objectives.

Conducts performance evaluations on direct line supervisors and personnel; makes recommendations regarding unsatisfactory performance; mentors the development, training and review of sergeants and officers.

Responds to critical incidents and assumes command at scenes requiring direct incident or unified command when necessary.

Investigates police misconduct, issues recognitions, reprimands and/or makes recommendations to the Chief of Police or designee.

Able to render credible testimony in court and under Oath.

Essential functions may also encompass all essential functions of the Police Sergeant or Police Officer positions.

Performs any other duties that may become necessary or are assigned.
**Knowledge, Skills and Abilities:**

Comprehensive knowledge of police and Division policies, procedures, values, mission statement, goals, and objectives; Comprehensive knowledge of applicable laws and ordinances; Knowledge of law enforcement management practices and municipal police administration; Knowledge of law enforcement principals, procedures, techniques, and equipment.; Ability to understand, interpret, and make management decisions regarding the Collective Bargaining Agreement and City Personnel Rules.

Upholds the oath of office, ethical conduct, and core values of the Division.

Skilled in the use of firearms, other police weapons, police vehicles, radio systems, and other related equipment; Skilled in the use of computers and general office equipment.

Ability to establish and maintain effective working relationships with co-workers, employees, citizens, other agencies, and the media.

Ability to communicate orally and in writing, in a clear and concise manner.

Ability to cope with stressful situations; Ability to work independently without direct supervision;

Ability to handle special and sometimes confidential assignments as needed or assigned.

**Minimum Requirements of the Position:**

Successful experience of at least one year working as a Worthington Police Sergeant; Associates Degree or two years of college credit from an accredited college, university, or technical school (Bachelor's Degree preferred).

Must maintain required certifications, including Ohio Peace Officers Training Academy (OPOTA) Certification and firearms certification.

Possession of a valid Ohio Driver's License.
The characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. This job description does not list all of the duties or functions of the job. The individual in this position may be asked by supervisors to perform other duties. The City has the right to revise this job description at any time.

Adopted by Resolution ________; Effective ________
ORDINANCE NO. 39-2016

Amending Ordinance No. 44-2015 (As Amended) to
Adjust the Annual Budget by Providing for
Appropriations from the General Fund.

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

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:

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General Fund Total $431,000.00

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

Date: November 2, 2016

To: Matthew H. Greeson, City Manager

From: Molly Roberts, Director of Finance

Subject: Supplemental Appropriation Ordinance

Please include the attached ordinance on the agenda for November 7th for introduction and set the public hearing for November 21, 2016. Additional funding is requested to cover anticipated expenses for the remainder of the year in the operational account lines within the General Fund as identified below.

Additional funding will be needed in both income tax collection fees and income tax refund account lines to cover anticipated expenses for the remainder of the year. As of October 31, 2016, income tax refund expenditures total $613,292.61 and collection fees total $595,190.59. Year to date refund expenses for 2015 totaled $593,725 and $572,003 for 2014. We are in receipt of a couple of large refund requests which prompt the necessity for this supplemental funding. Refunds and collection fee expenses are split 80% to the General Fund and 20% to the CIP fund. The total appropriations in the CIP fund are sufficient to cover anticipated expenses for the remainder of the year. However, the General Fund appropriation needs to be increased to satisfy the anticipated expenditure obligations for the remainder of the year.

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
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<tr>
<td>101.1050.540517</td>
<td>Income Tax Collection Fees – Finance</td>
<td>$ 17,500.00</td>
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<tr>
<td>101.1050.540586</td>
<td>Income Tax Refunds – Finance</td>
<td>63,500.00</td>
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Included in the attached supplemental appropriation ordinance is a request for operating transfers from the General Fund to the Water Fund, Sewer Fund and Economic Development Fund. The primary revenue source for the Water and Sewer Funds are distributions received from the City of Columbus as collected for our water and sewer surcharge fees. We are finding that the receipt of these funds has varied each month causing concerns with fluctuations in the fund balances. Also, we are experiencing increased costs in routine line repairs due to changes in the way the City of Columbus seeks reimbursements for maintenance expenses. Supplemental funding is also requested for the Economic Development (ED) Fund to fulfill current and proposed funding obligations for ED incentives and commitments.

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>101.1110.560985</td>
<td>Operating Transfer – Transfers</td>
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<td>Water Fund - $100,000</td>
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<tr>
<td></td>
<td>Sewer Fund - $100,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Economic Development Fund - $150,000</td>
<td></td>
</tr>
</tbody>
</table>
ORDINANCE NO. 40-2016

Authorizing the City Manager to Execute a Contract for the Collection, Transportation, and Delivery for Disposal or Processing of Residential Solid Waste, Recycling Materials and Yard Waste.

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

SECTION 1. That the City Manager be and is hereby authorized and directed to execute an Agreement with ____________________, for the collection, transportation, and delivery for disposal or processing of residential solid waste, recycling materials and yard waste within the City of Worthington, Ohio.

SECTION 2. That the terms and conditions of said Agreement shall be in compliance with the bid specifications and documents approved for public bid.

SECTION 3. That notice of passage of the Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center, and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed: _____________

____________________________________
President of Council

Attest:

____________________________________
Clerk of Council
ORDINANCE NO. 41-2016

Amending Ordinance No. 44-2015 (As Amended) to Adjust the Annual Budget by Providing for an Appropriation from the Capital Improvements Fund Unappropriated Balance to Pay for the Central District Sanitary Sewer Lining and Determining to Proceed with said Project. (Project No. 618-15)

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

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

SECTION 1. That there be and hereby is appropriated from the Capital Improvements Fund Unappropriated Balance to Account No. 308.8170.533346 the sum of _______________________ to pay for the Central District Sanitary Sewer Lining and all related expenses (Project 618-15).

SECTION 2. That the City Manager be and hereby is authorized and directed to enter into an agreement with firm of __________________ for the provision of the aforementioned services.

SECTION 3. For the purposes of Section 2.21 of the Charter of the City, this ordinance shall be considered an “Ordinance Determining to Proceed” with the Project, notwithstanding future actions of this Council, which may be necessary or appropriate in order to comply with other requirements of law.

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

Passed ________________________

____________________________________
President of Council

Attest:

___________________________
Clerk of Council
Community Engagement

1. Communicate steps involved in the process for consideration of development proposals, status of any such proposals & how citizens can access the process
2. Provide opportunities for community engagement ahead of issues reaching a controversial point
3. Advise those seeking planning approval of the City’s expectations that they have an obligation to provide opportunities for community engagement in the earliest possible stages of any development
4. Pursue a proactive information strategy on City and development projects

Source: 2016 City Council Retreat
5. Deal with rumors, when appropriate, by providing any facts that are known

6. Direct information to key stakeholders and interested parties in any project or proposal to illustrate the current stage in the process and ways to access the process

7. When meeting with a developer in the early stages of a potential development application, the City will disseminate information about the potential application, describe successive steps to occur, and encourage the developer to meet our community engagement expectations.

Source: 2016 City Council Retreat

Community Engagement

Actions:

• High profile projects have their own page on the City’s website

• People can sign up to receive email or text updates on specific projects through the City’s website

• Communications and Planning & Building work together to communicate timely information to residents and other interested parties; frequency of development communication has increased
Community Engagement

Actions:

• When meeting with applicants and potential applicants, staff regularly and repeatedly encourages the applicant to reach out to neighbors and other potentially interested parties to discuss their proposed project and incorporate responses to concerns

Communications

1. Develop more issue-specific content to be shared with the public on various communication platforms
2. Use diverse approaches to reach a variety of audiences from the most technologically savvy to the most traditional
3. Update the City’s website and develop an e-newsletter
4. Consider options to expand accessibility, perhaps including face-to-face conversations, and the use to technology to participate

Source: 2016 City Council Retreat
Communications

5. Potential use of statistically valid survey research to measure public opinion and assess the status of our information/education efforts

6. Advocate for understanding of and participation in our processes, assure recipients of our commitment to our community values and provide quality information on a timely basis

7. Use multi-media strategies, including specially developed primers on basic issues (steps in the development process, city revenue streams, etc.)

Source: 2016 City Council Retreat

Communications

8. Consider the creation of a citizen’s academy modeled on the program created in the police department

Source: 2016 City Council Retreat
Communications

Actions:

• Established an internal communications group to enhance the City’s communications efforts and activities, internally and externally

• An OSU Sustainability Capstone class is evaluating the City’s communication methods related to sustainability initiatives, which has the potential to benefit other communication areas

Communications

Actions:

• Begun process to identify a communications consultant to conduct a survey regarding communications methods and make recommendations regarding enhancements to the City’s efforts

• Migrated the Neighborhood Network emails to a formatted and branded e-newsletter

• In midst of a website re-design scheduled for completion in first quarter 2017
Communications

Actions:

• Developing a Citizen’s Academy, which has included research into programs in other communities and the creation of an initial outline of the topics and sessions to be included

• Communications & Economic Development are working together to identify advertising opportunities for business development

Other Work Items

1. Create a forum for Council’s discussion of the impact of demographic and economic trends on the City
2. Develop strategies and programs for addressing drug use and abuse in Worthington
3. Confront the overtime challenge in the Division of Fire
4. Pursue parks planning and consider the role of SwimInc in the future of recreation programming
5. Assess the City’s fees and charges given our increased dependence on income tax revenue
6. Research and review alternatives for preserving trees

Source: 2016 City Council Retreat
Other Work Items

7. Solicit ideas for consideration by the Charter Review Commission

8. Create a forum for dialogue with members of the Municipal Planning Commission and Architectural Review Board relative to shared aspirations

9. Develop information on the parameters of our legal authority to regulate development, including legal restraints in regulating forms of ownership of residential properties and ability to control interior quality of construction

10. Return to a regular process of conducting an appraisal of the City Manager

Source: 2016 City Council Retreat

Other Work Items

Actions:

• Staff is working with the Chamber to develop an Eggs & Issues event focused on Worthington economic and demographic trends

• The City Manager and Police Chief serve on the Drug Safe Worthington Coordinating Council, which has developed a community action plan for 2017
Actions:

• Completing the process to fill three vacancies in the Fire & EMS Division. Chief Highley and Assistant City Manager Stewart have evaluated and discussed the overtime challenges in the Fire & EMS Division and identified strategies to reduce the requirement for overtime.

• The Parks & Recreation Commission is working with staff to draft the report text for the Parks Master Plan; anticipate presentation of the Plan to City Council in the first quarter of 2017

Actions:

• Planning & Building fees are being compared with other cities; Parks & Recreation fees are scheduled for review in 2017; Finance will lead the review of other fees in 2017

• Staff has researched tree regulations in other communities, which typically focus on trees impacted by development; typically include fees or replacement requirements for removal of trees

• The Charter Review Commission has completed its work
Other Work Items

Actions:

• Staff is working to schedule a meeting between the City Council leadership and the Municipal Planning Commission/Architectural Review Board leadership to enhance dialogue between the two bodies

• Staff will incorporate a discussion about the legal authority to regulate development into a new board and commission orientation program

• City Council has identified a member to work with the City Manager on a return to a regular process of performance appraisals

Other City Council Items

1. Establish an ongoing strategy for responding to the Emerald Ash Borer (2016 Operating Budget discussions)

2. Decide if the City will make available education materials that demonstrate the possibilities created by retrofitting existing homes to meet modern design preferences such as high ceilings and the open space concept (2014 City Council Retreat)

3. Define a “diverse housing goal” and determine how aggressively the City wants to pursue that goal (2014 City Council Retreat)
Other City Council Items

Actions:

• Arborists on City staff and the Arbor Advisory Committee have reviewed the EAB situation and current status and have a recommendation for 2017 and beyond

• Staff seeks guidance from City Council as to the current importance of the potential development of education materials for retrofitting existing homes to meet modern design preferences

• Staff seeks guidance as to the current importance of a “diverse housing goal”