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9/8/2025 | 7:00 PM

Municipal Services Center, Council Chamber
3600 Tremont Road

1. **Call to Order/Roll Call**

2. **Pledge of Allegiance Led By Council Member John Kulewicz**

3. **Consent Agenda**

   a. Approve August 25, 2025 City Council Meeting Minutes

   b. Ordinance No. 32-2025 - An ordinance amending the 2025-2026 Municipal Program of Services (Employee Strength Table)

   c. Ordinance No. 33-2025 - An ordinance authorizing the appropriation and transfer of funds

   d. Ordinance No. 34-2025 - An ordinance authorizing the City Manager to enter into contract with JCORR, LLC for office renovations at Fire Station 72 and the Municipal Services Center

4. **Reports/Presentations**

   a. 2025 Community Survey Results, Presented by Orie Kristel of Illuminology

   b. Zollinger Road Public Outreach Overview, Presented by Public Service Director Gary Wilfong and City Engineer Aaron Scott

5. **Legislative Items for Third Reading/Public Hearing/ Council Action**

   a. Ordinance No. 28-2025 - An ordinance authorizing the City Manager to enter into a development agreement with National Church Residences and Upper Arlington Schools *(Lynch)*

6. **Legislative Items for First Reading/Public Hearing/Council Action**

   a. Resolution No. 9-2025 - A resolution accepting the amounts and rates as determined by the Franklin County Budget Commission, authorizing the necessary tax levies, and certifying them to the Franklin County Auditor *(Munc)*

7. **Legislative Items for First Reading/Public Hearing**

a. Ordinance No. 35-2025 - An ordinance authorizing the continuation of the City's membership in the Central Ohio Risk Management Association (CORMA) self-insurance pool and to authorize expenditures thereto

8. City Manager Update

9. Recognition of Council Member Kathy Adams

10. Adjournment

August 25, 2025

City Council met in regular session in the Council Chamber of the Municipal Services Center, 3600 Tremont Road, and the meeting was called to order by President Awakessien Jeter at 7:00 p.m.

Members Present: President Ukeme Awakessien Jeter, Vice President Brian Close, Kathy Adams, John Kulewicz, Heidi Munc, and Todd Walter

Staff Present: City Manager Steven Schoeny, City Attorney Darren Shulman, Assistant City Manager Jackie Thiel, City Clerk Krystal Gonchar, Finance Director Brent Lewis, IT Director Jeff Kasson, Community Development Director Chad Gibson, Parks & Recreation Director Debbie McLaughlin, HR Director Don Essex, Community Affairs Director Emma Speight, Public Service Director Gary Wilfong, Park Development & Arts Superintendent Jeff Anderson, Police Chief Keith Hall, Assistant Fire Chief Mike Bell, Community Center Manager T.J. Putnam, and Economic Analyst James Russell

Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Heidi Munc.

Consent Agenda

a. **Approve City Council Meeting Minutes for August 18, 2025**

b. **Ordinance No. 29-2025 - An ordinance authorizing the City Manager to enter into contract with Continental Building Company for the renovation of the toddler pool at Devon Pool**

c. **Ordinance No. 30-2025 - An ordinance authorizing the City Manager to make payment to American Electric Power (AEP) for utility relocation services for the Fishinger Road Phase 1 Reconstruction Project**

d. **Ordinance No. 31-2025 - An ordinance authorizing the City Manager to enter into contract with Double Z Construction for construction-related services for the 2025 Hydrant Replacement Project**

Mr. Kulewicz moved, seconded by Mr. Walter, to approve the Consent Agenda. The motion carried with the following vote:

Voting Aye: Adams, Close, Kulewicz, Munc, Walter, and President Awakessien Jeter
Absent: Lynch

Reports/Presentations

a. Bob Crane Community Center Operations Update, Presented by Parks & Recreation Director Debbie McLaughlin and Finance Director Brent Lewis

Parks & Recreation Director Debbie McLaughlin and Community Center Manager T.J. Putnam presented an update on the operations of the Bob Crane Community Center (attached as Exhibit A). Ms. McLaughlin noted that over a four-month period, covering April through July 2025, memberships totaled 10,493 (as of July 31), with 89% resident participation. Member visits reached 134,958 (a daily average of 1,174), exceeding projections, while daily admissions (4,813) fell below expectations. Revenue exceeded the budgeted amount of $895,620. Other categories such as programs, rentals, child watch, and e-sports fell short of projections. A facility closure is scheduled from September 22 through October 1, 2025, to allow for gym refinishing, warranty and accessibility improvements, equipment adjustments, maintenance, deep cleaning, and staff training. Ohio State University patients and private rentals will continue to have access during this period.

Mr. Walter inquired about membership categories under the Medicare supplement, asking whether they follow the same rate as senior or individual memberships. Ms. McLaughlin explained that the supplement functions similarly to Medicare, with members paying into Medicare individually and the City receiving $3.33 per Silver Sneakers swipe per day, subject to a monthly cap. Mr. Walter commented that the membership numbers are strong, noting gyms often see higher usage earlier in the year, and reiterated that these are good early results. City Manager Steven Schoeny stated this was the first report of its kind and requested Council feedback on the information provided. He noted staff will present quarterly community center updates in an infographic format, with a full construction close-out report scheduled for November.

Mr. Kulewicz asked about parking availability. Ms. McLaughlin reported that parking has been sufficient, with staff parking on level two of the Kingston garage and limited mobility spaces are regularly available. Mr. Putnam noted that the Kingston garage is rarely full; with 30 limited mobility spaces, typically they see up to 15 cars during peak demand, and some patrons also park south of the building. Mr. Schoeny emphasized that the south lot should not be used out of respect for nearby businesses. President Awakessien Jeter asked if there had been complaints regarding parking, and Mr. Putnam responded that some OSU patients are unaccustomed to garage parking but staff assist by providing side-door access when needed.

Ms. Munc asked whether staff had consulted with other communities regarding community center programming. Mr. Putnam noted that the timing of the center's opening, coinciding with summer months, may have affected participation, as residents were more active outdoors; with schools back in session, participation is expected to improve. He reported strong enrollment in senior classes, though other adult programs remain underfilled. Ms. McLaughlin added that initial concerns about capacity led to limiting unlimited passes, but staff are considering greater flexibility with drop-ins beginning in January 2026.

Ms. Adams commented on the positive data, particularly among older residents, and asked about programming participation. Ms. McLaughlin confirmed staff are checking with instructors to identify missed markets and optimal class times. Ms. Adams inquired about parking data, and Ms. McLaughlin reported tracking of limited mobility spaces only, with potential to expand. Regarding student usage, Mr. Putnam noted most students arrive after school, requiring increased supervision with up to four attendants at peak times. On e-sports, Ms. McLaughlin said staff are exploring tournaments and school partnerships to determine if the amenity is a good fit. Mr. Schoeny added staff are working to reduce friction points across the facility and will reevaluate after winter. Ms. Adams asked about Coventry resident memberships. Ms. McLaughlin explained costs are covered by the City and billed monthly to Coventry. On expenses, Ms. McLaughlin reported no major concerns, noted that there are some warranty repairs needed, additional staff training costs, and expanded custodial services due to heavy use of the center. Ms. Adams also asked about solar savings, and Assistant City Manager Thiel noted they are close to getting those details.

Vice President Close commended the success of the Bob Crane Community Center, noting the long effort since his start on Council in 2018, and asked if staff had identified areas for adjustment such as hours, staffing, or operations. Mr. Putnam stated that the first few months required on-the-fly adjustments based on visitor feedback, and staff are now assessing opportunities for improvement as usage patterns develop. He noted that gaming areas are crowded in the evenings and that facility cleanliness requires regular attention, though the vendor has performed well. Vice President Close also inquired about staffing coverage. Mr. Putnam reported staff are evaluating needs, hiring additional personnel as students return to school, and adding support in fitness areas for cleaning and supervision. He added that front desk attendants assist with monitoring entrances and that enhanced security measures allow adjustments to coverage when areas are closed.

President Awakessien Jeter noted that the community center is operating within reasonable costs with strong membership and utilization and asked about staffing needs. Ms. McLaughlin reported that one additional full-time position may be requested to assist Mr. Putnam, whose responsibilities have expanded, and that part-time staffing will continue to be evaluated, with additional shifts likely needed for rentals and front desk coverage. President Awakessien Jeter emphasized the importance of preventing staff burnout. She asked about the facility shutdown, and Ms. McLaughlin confirmed it is typically an annual one-week closure, with this year's timing based on contractor availability and scheduled to minimize inconvenience. A communication plan will include listing in the community guide, email, signage, and other methods, while OSU patients and some rental access will continue. President Awakessien Jeter also asked about anticipated cost recovery, and Mr. Schoeny stated that financials are expected to remain balanced, with August registrations growing despite some membership cancellations. Ms. McLaughlin added that July saw 200 cancellations offset by 500 new memberships within days. President Awakessien Jeter concluded that quarterly updates on operations are appropriate.

b. Finance Director Monthly Report-July 2025

Mr. Lewis presented the Finance Director Report for July 2025 (attached as Exhibit B). He reported that the financials are consistent with previous months, with no concerns identified. Mr. Lewis noted that income tax revenues continue to grow at over five percent annually and commended development efforts contributing to the strong financial position.

<u>Legislative Items for Second Reading/Public Hearing</u>

a. Ordinance No. 28-2025 - An ordinance authorizing the City Manager to enter into a development agreement with National Church Residences and Upper Arlington Schools

Mr. Kulewicz recused himself and left the Council Chamber at 8:18 p.m.

President Awakessien Jeter referenced a letter from National Church Residences included in the Council Agenda Packet and asked Mr. Schoeny to summarize its contents. Mr. Schoeny reported that no changes are proposed to the development agreement. Updates to the plan include removal of porch covers from office building roof lines, submission of two versions of a lighting plan, and NCR's willingness to work with neighbors directly across the lake regarding landscaping costs. He noted that the Board of Zoning and Planning (BZAP) will accept public comment at its September 3rd Work Session, although the board does not typically hear public comment during work session meetings. City Attorney Shulman clarified that comments made during a BZAP work session are not considered public testimony for purposes of appeal; testimony must be given at the regular BZAP meeting where a vote is taken.

In response to President Awakessien Jeter's invitation to speak, the following members of the public came forward:

- Tricia Merenda – thanked Council for pausing the vote and expressed concerns about transparency and clarity for residents. Noted ambiguity in responses to requested concessions, confusion over the walking path, and lack of resident feedback data or comparable Ohio examples. Raised questions about NCR's commitments, services, and future changes, including design details for balconies and utility relocation. Requested that revised plans be shared with residents before proceeding.

- Nick Davis – CIO for Mid-Ohio Food Collective; Brought expertise in large Mid-Ohio Food Collective projects and emphasized community feedback from a project he worked on in the Hilltop. Raised concerns about building height, environmental impacts (runoff, HVAC, noise), public access, privacy, and construction disruption. Discussed economic considerations for above-ground versus buried parking and potential revenue from the 120-unit building. Questioned whether NCR will consider resident feedback, citing past projects where concerns were ignored, and suggested moving the building back and exploring rooftop gardens.

- Jim Fisher – Acknowledged NCR's efforts to address concerns and expressed appreciation for being heard. Noted reliance on the City to take a leadership role and highlighted limited feedback from City staff. Submitted a consolidated list of five items requiring City assistance, including relocation of sanitary sewer line, confirmation of commitments to height and feature design, plan for traffic, privacy improvements, and lake management, emphasizing that City resources and taxpayer support are involved.

- Kellie Ehlers – Henderson Road resident, has board experience with Northwest Civic Association; expressed concerns that the project's density and building heights do not match the character of the area. Supported underground parking and appreciated NCR's engagement with the community. Raised issues regarding traffic, large vehicles, and emergency sirens. Highlighted a lack of awareness among residents about the project timeline and urged greater community involvement, particularly from neighboring Columbus residents.

- Diane Cotrim – Emphasized ongoing community engagement and urged Council to wait for the BZAP hearing before proceeding to vote. Raised concerns about lake maintenance, building height and proximity to homes, and sanitary sewer lines controlled by the City, which can easily be moved. Noted that moving the building would significantly benefit residents. Expressed a desire for clear commitments from NCR and a better understanding of what the City can provide.

- Ramya and Kanu Goyal – concord village residents; Thanked Council for acting and acknowledged NCR's updated note as a sign of taking concerns seriously. Requested a pause until assurances are made regarding setbacks, lake maintenance, and path rerouting for privacy. Suggested additional landscaping to increase distance between homes and the building, emphasizing the need for City support in maintaining the lake.

- Steven Wingate – Questioned the designation of a retention pond as a lake and asked Council if they would support the proposal as currently presented without revision if they were residents in Concord village.

President Jeter asked for clarification regarding easement concerns. Ms. Thiel explained that the site has a City sanitary sewer easement overlapping with a 10' AEP easement and fiber lines, making relocation complex. Purchasing or moving the easement would be difficult and costly, with limited options for alternative locations. The NCR lobby is adjacent to the easement, so only a 10' shift toward North Bank Drive is feasible.

President Jeter asked about lake ownership. Mr. Schoeny clarified the City would take responsibility for maintenance of the lake and handle agreements with Concord Village after NCR's transfer of property. A conceptual shared-use path along the northern part of the lake was discussed; final plans will follow the normal parks planning process.

Vice President Close asked about traffic and construction impacts. Mr. Gibson explained a full traffic impact study was conducted, confirming the existing commercial road network can accommodate the project. Temporary construction traffic will be managed through offsite locations, streets will be kept clean, and measures will mitigate dust and mud. Ms. Thiel confirmed an alternate construction route across the park is not feasible.

Mr. Walter asked about zoning compliance. Mr. Schoeny and Mr. Gibson confirmed the building fits within current zoning, but a variance was included in the BZAP application to shift the building south due to easement constraints. Moving the easement is impractical and would incur significant costs. Mr. Walter asked about impacts of extending the process. Mr. Schoeny noted that while residents have requested concessions, delaying the project could risk NCR reconsidering its headquarters location, potentially causing financial harm to the City.

Ms. Adams asked about safety comparisons. Police Chief Keith Hall noted limited data is currently available, and Assistant Fire Chief Mike Bell suggested the Coventry as a comparison site. More detailed analysis will be conducted as the project progresses.

President Jeter asked about voting order. Mr. Schoeny explained the Council vote occurs before the School Board, with upcoming meetings on September 8 (Council) and September 9 (School Board), with the next School Board opportunity in mid-October. Vice President Close confirmed the project involves a three-party agreement, and staff have briefed the School Board.

President Awakessien Jeter advised that the Third Reading/Public Hearing/Council Action will occur on September 8, 2025.

Mr. Kulewicz returned to the Council Chamber at 9:17 p.m., following discussion on Ordinance No. 28-2025.

Legislative Items for First Reading/Public Hearing

a. Ordinance No. 32-2025 - An ordinance amending the 2025-2026 Municipal Program of Services (Employee Strength Table)

Mr. Lewis reported that the mid-year budget review included adjustments to two positions: one in Parks, upgrading a position to Management Analyst with a corresponding pay increase, and the Deputy Clerk of Court position, increasing from 0.75 FTE to 1.0 FTE to address increased workload due to unfunded mandates. The Deputy Clerk of Court position is currently vacant. The adjustments will help manage workload and attract talent, with minimal financial impact.

President Awakessien Jeter advised that the Second Reading/Public Hearing/Council Action will occur on September 8, 2025.

b. Ordinance No. 33-2025 - An ordinance authorizing the appropriation and transfer of funds

Mr. Lewis summarized a request for $42M in additional appropriations, with a net increase of $7.9M. The majority of changes are related to debt financing, copier replacements, law enforcement fund expenditures, and reimbursement of other project costs from bond improvements. Adjustments also include shifting capital costs and using excess refunded proceeds to avoid complex tax issues.

Ms. Adams inquired about metal detectors. Mr. Shulman explained the City does not currently have them and described potential vendor options, noting they are discreet and portable. Ms. Thiel added that the technology can detect a variety of items, is more effective than traditional detectors, would not create delays for visitors, and can be used selectively for events such as public meetings or other City events.

Ms. Adams also asked about construction retainage, and Mr. Lewis clarified that retainage funds were underbudgeted for the Bob Crane Community Center and other CIP projects; these are agency funds that typically have a consistent budget but higher expenditures this year.

President Awakessien Jeter advised that the Second Reading/Public Hearing/Council Action will occur on September 8, 2025.

c. Ordinance No. 34-2025- An ordinance authorizing the City Manager to enter into contract with JCORR, LLC for office renovations at Fire Station 72 and the Municipal Services Center

Ms. Thiel reported that the project is slightly over budget, but sufficient contingency exists within Facilities Maintenance. She noted that two rounds of tours were conducted in a highly competitive environment and emphasized that the project focuses on basic needs without unnecessary additions. Ms. Adams expressed enthusiasm for the CARES expansion.

President Awakessien Jeter advised that the Second Reading/Public Hearing/Council Action will occur on September 8, 2025.

City Manager Update

Mr. Schoeny asked President Awakessien Jeter to provide an update on the upcoming Council Corner. President Awakessien Jeter noted that City staff have been responsive to residents seeking Council communication. Previous efforts, such as Coffee with Council in 2024, were not effective, so a new approach will feature Council updates every two months. Community Affairs Director Emma Speight encouraged residents to watch for the first feature this week.

Mr. Schoeny reminded those present that volunteers are still needed for the Labor Day Arts Festival.

Council Liaison Report

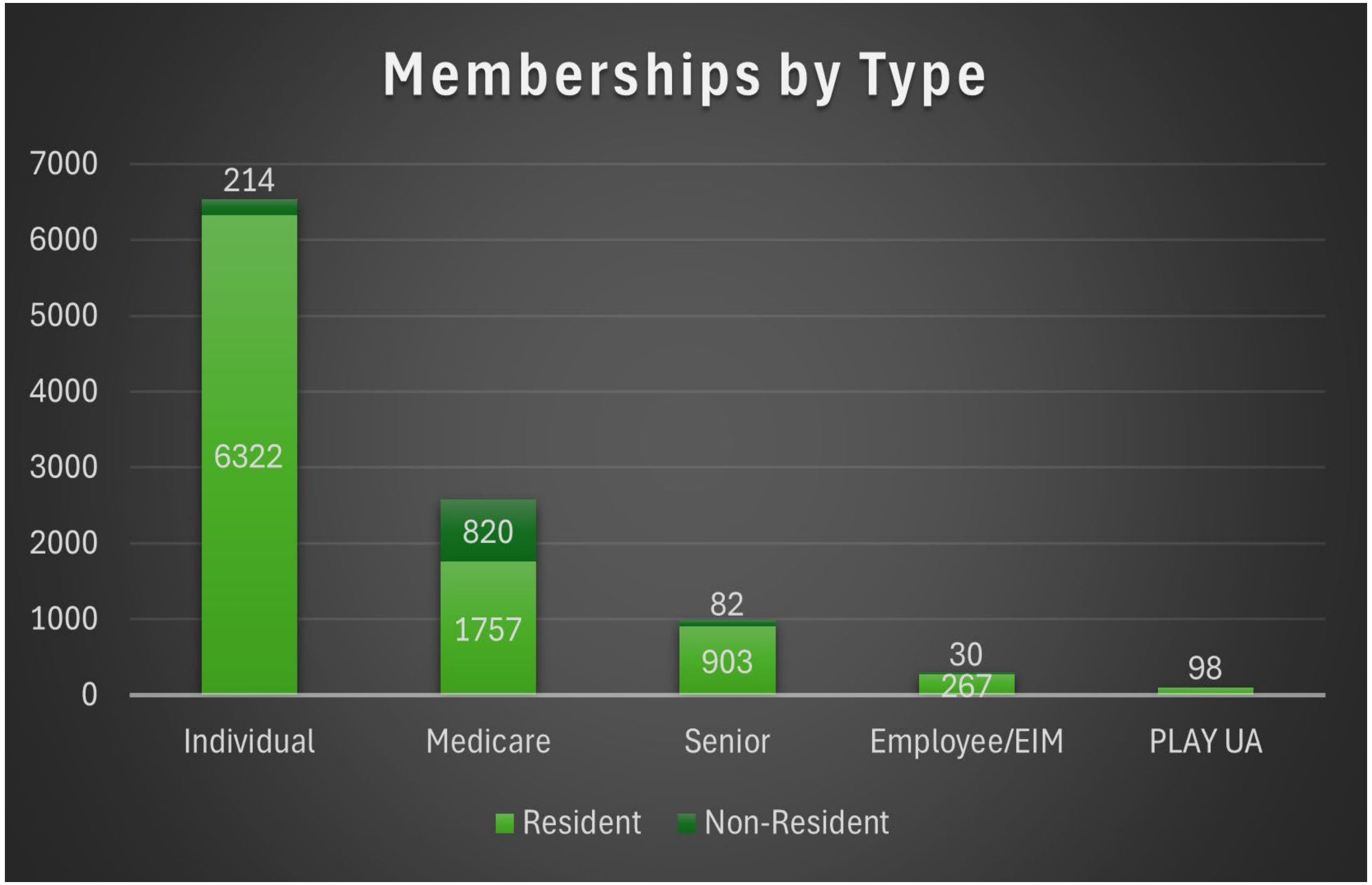
Mr. Kulewicz reported that the Upper Arlington Board of Health met in July. CARES Manager Christine Leyshon presented an update at the last meeting, and informational charts were placed at each chair highlighting exceptional services. The program serves a large number of senior citizens, including home visits for safety assessments, fall prevention measures such as grab bars and rugs, and assistance with transportation and food resources. Many residents have been referred to CARES, which was described as a truly extraordinary program enhancing the quality of life in Upper Arlington.

* * *

There being no further business to come before City Council, President Awakessien Jeter called for a motion to adjourn the meeting. Mr. Kulewicz moved, seconded by Ms. Munc, to adjourn. The motion carried unanimously, and the meeting adjourned at 9:35 p.m.

Exhibit A

Bob Crane Community Center



Pass Type	Total	Resident %
Individual	**6,536**	97%
Senior	**985**	92%
Medicare Supplement (Silver Sneakers/Renew Active)	**2,577**	68%
PLAY UA	**98**	100%
Employee, EIM	**297**	90%
Total	**10,493**	**89%**

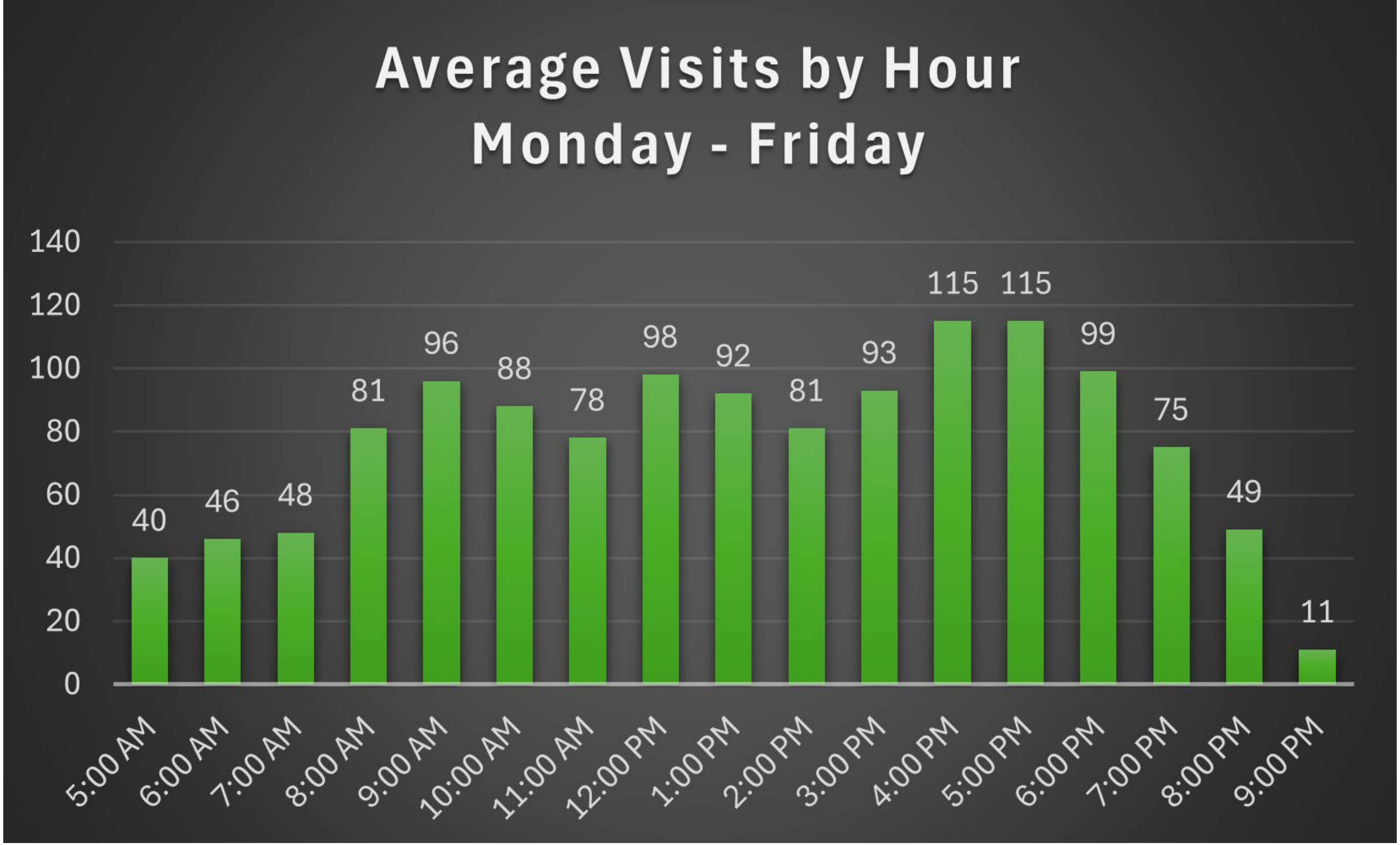
Membership July 31, 2025

Membership & Patronage – April through July

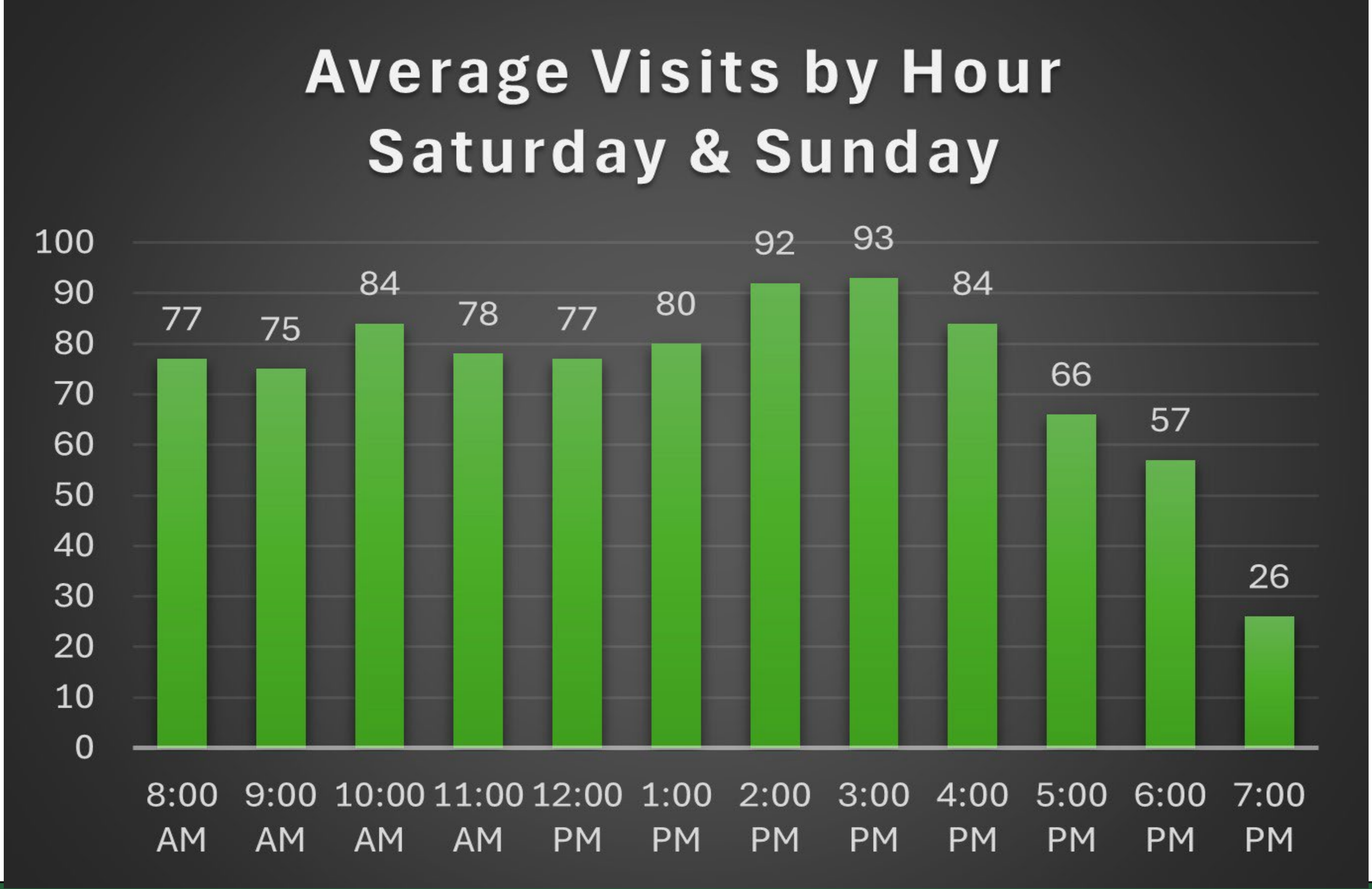
Membership	Members	% Resident
Feasibility Study Full Potential	6,871	85%
Feasibility Study Conservative	4,604	85%
Final Design Conservative Operational Update	3,775	74%
Initial 4 Month Operations	**10,493**	**89%**

Daily Visits	Total	Daily Average
Member Visits		
Projected Visits (prorated 4 months)	121,667	1,058
Actual	**134,958**	**1,174**
Daily Admission		
Projected Visits (prorated 4 months)	6,417	55
Actual	**4,813**	**42**

Member Visits and Daily Admission do not include recreation program participants, rental attendees or OSU patients.



Weekday Member Visits



Weekend Member Visits

Revenue	2025 Budget	4 Month Budget	Actual April - July	Variance	% over/under
Membership	$1,606,500	$530,145	$818,012	$287,867	54%
Daily Admission	$192,500	$63,525	$53,198	-$10,327	-16%
Programs (Fitness/Aquatics)	$455,000	$150,150	$38,298	-$111,852	-74%
Rentals	$264,220	$87,193	$54,273	-$32,920	-38%
Child Watch	$50,400	$16,632	$10,156	-$6,476	-39%
E-Sports	$58,550	$19,322	$748	-$18,574	-96%
OSU CAM	$86,830	$28,654	$35,203	$6,549	23%
Total	$2,714,000	$895,620	$1,009,887	$114,267	13%

Revenue through July 31

	Annual	January - March Start-Up	April - July Operations	January - July Year-to-Date	
	Budget	**Actual**	**Actual**	**Budget**	**Actual**
Revenue	**$2,714,000**	**$61,165**	**$1,009,887**	**$895,620**	**$1,071,445**
Expenses					
Personnel	$2,206,200	$214,019	$623,830	$1,286,950	$837,849
Non-Personnel/Direct	$581,200	$106,057	$158,822	$339,033	$264,879
Non-Personnel/Other*	$546,000	$82,623	$223,543	$318,500	$306,167
Total Expenses	**$3,333,400**	**$402,700**	**$1,006,195**	**$1,944,483**	**$1,408,895**
Net Gain/Loss	**-$619,400**	**-$341,535**	**$3,691**	**-$1,048,863**	**-$377,450**
Cost Recovery	**81%**	**15%**	**100%**	**46%**	**76%**
*Maintenance/Utilities/IT					

Financial Overview

Upcoming Facility Closure

Schedule

Monday, September 22 – Wednesday, October 1

- Main Gym

Monday, September 22 – Thursday, September 25

- Track

Tuesday, September 23 – Wednesday, September 24

- Entire Facility
- Access open to OSU patients and private rentals
- Programs will be rescheduled

Facility Work and Staff Development

- Main Gym – refinish top-coat
  - Track closed for work area containment
  - Warranty work
- ADA push buttons
  - Main gym, walking track, auxiliary gym, level 5 terrace
  - Improve accessibility
- Main Fitness Area – rearrange some strength training and free weight equipment
- Facility Maintenance and Cleaning
- Staff Training

Exhibit B

Monthly Financial Report
As of July 2025

General Fund (101)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Income Tax	$ 34,595,400	$ 34,595,400	$ 21,509,391	$ 23,113,094	$ 1,603,703	7.46%
Real & Personal Property Tax	10,230,600	10,230,600	5,115,300	5,373,655	258,355	5.05%
All Other Operating Revenues	14,137,400	14,137,400	8,206,583	9,239,233	1,032,650	12.58%
Transfers/Advances In	10,052,500	10,052,500	1,520,221	7,608,198	-	0.00%
Total Revenues and Other Sources	69,015,900	69,015,900	36,351,495	45,334,180	2,894,708	**7.96%**
Obligations:						
Police Division	12,262,800	12,262,800	7,664,250	7,476,779	187,471	2.45%
Fire Division	12,519,900	12,519,900	7,372,515	6,425,678	946,837	12.84%
Board of Health	400,000	400,000	393,566	393,566	-	0.00%
Parks and Recreation	8,383,300	8,426,600	4,757,082	4,330,171	426,911	8.97%
Community Development	1,563,300	1,579,300	1,108,858	857,623	251,235	22.66%
Public Service Administration	1,397,800	1,502,800	939,460	823,871	115,589	12.30%
Public Works	1,700,400	1,670,400	844,513	783,089	61,424	7.27%
City Manager	2,087,400	2,187,400	1,156,527	1,114,718	41,809	3.62%
City Attorney	983,700	1,053,700	542,096	464,768	77,328	14.26%
City Clerk	334,800	330,200	151,342	134,619	16,723	11.05%
City Council	208,900	237,400	138,483	110,897	27,586	19.92%
Finance	1,638,800	1,638,800	1,032,267	881,688	150,579	14.59%
Facilities Maintenance	4,818,400	4,818,400	3,738,954	3,202,373	536,581	14.35%
Information Technology	2,522,200	2,522,200	1,536,000	1,405,338	130,662	8.51%
General Administration	3,800,600	3,800,600	2,299,487	1,921,801	377,686	16.42%
Transfers/Advances Out	10,624,300	18,943,400	17,984,931	17,984,931	-	0.00%
Total Obligations	65,246,600	73,893,900	51,660,331	48,311,910	3,348,421	**6.48%**
Excess of Revenue and Other Sources over Obligations:	3,769,300	(4,878,000)	(15,308,836)	(2,977,730)		
Total Beginning Fund Balance	34,761,336	34,761,336	34,761,336	34,761,336		
Anticipated Appropriation Lapses	1,415,000	1,415,000	1,415,000	-		
Total Ending Fund Balance	**$ 39,945,636**	**$ 31,298,336**	**$ 20,867,500**	**$ 31,783,606**	**$ 10,916,106**	**52.31%**

Capital Asset Management Fund (102)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Income Tax	$ 13,453,700	$ 13,928,200	$ 8,364,763	$ 8,989,114	$ 624,351	7.46%
Total Revenues and Other Sources	**13,453,700**	**13,928,200**	**8,364,763**	**8,989,114**	**624,351**	**7.46%**
Obligations						
Transfers/Advances Out	9,776,200	9,776,200	3,666,955	3,666,955	303,631	0.00%
Total Obligations	**9,776,200**	**9,776,200**	**3,666,955**	**3,666,955**	**303,631**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	3,677,500	4,152,000	4,697,808	5,322,159		
Beginning Fund Balance	20,368,117	20,368,117	20,368,117	20,368,117		
Ending Fund Balance	**$ 24,045,617**	**$ 24,520,117**	**$ 25,065,925**	**$ 25,690,276**	**$ 624,351**	**2.49%**

Monthly Financial Report
As of July 2025

Capital Equipment Fund (106)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Real & Personal Property Tax	$ 1,312,400	$ 1,312,400	$ 656,200	$ 685,361	$ 29,161	4.44%
Homestead & Rollbacks	173,500	173,500	86,750	84,951	(1,799)	-2.07%
Transfers In	500,000	500,000	500,000	500,000	-	0.00%
Total Revenues and Other Sources	**1,985,900**	**1,985,900**	**1,258,768**	**1,286,130**	**27,362**	**0.00%**
Obligations						
Capital Equipment	2,548,300	2,548,300	2,306,052	2,306,052	-	0.00%
Total Obligations	**2,548,300**	**2,548,300**	**2,306,052**	**2,306,052**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	(562,400)	(562,400)	(1,047,284)	(1,019,922)		
Beginning Fund Balance	1,208,768	1,208,768	1,208,768	1,208,768		
Ending Fund Balance	**$ 646,368**	**$ 646,368**	**$ 161,484**	**$ 188,846**	**$ 27,362**	**16.94%**

Street Maintenance and Repair Fund (207)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Gasoline Taxes	$ 1,800,000	$ 1,800,000	$ 1,016,449	$ 1,068,352	$ 51,903	5.11%
Motor Vehicle License Taxes	450,000	450,000	267,146	260,684	(6,462)	-2.42%
All Other Operating Revenues	138,000	138,000	29,167	39,348	10,181	34.91%
Total Revenues and Other Sources	**2,388,000**	**2,388,000**	**1,312,762**	**1,368,384**	**55,622**	**4.24%**
Obligations						
Public Service Administration	1,129,200	1,129,200	659,967	568,777	91,190	13.82%
Public Works	1,582,700	1,582,700	988,077	866,839	121,238	12.27%
Total Obligations	**2,711,900**	**2,711,900**	**1,648,044**	**1,435,616**	**212,428**	**12.89%**
Excess of Revenue and Other Sources over Obligations:	(323,900)	(323,900)	(335,282)	(67,232)		
Beginning Fund Balance	1,927,174	1,927,174	1,927,174	1,927,174		
Ending Fund Balance	**$ 1,603,274**	**$ 1,603,274**	**$ 1,591,892**	**$ 1,859,942**	**$ 268,050**	**16.84%**

Bonded Improvement Fund (402)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Sale of Bonds and Notes	$ 19,973,700	$ -	$ -	$ -	$ -	0.00%
All Other Operating Revenues	475,000	475,000	277,083	422,179	145,096	52.37%
Total Revenues and Other Sources	**20,448,700**	**475,000**	**277,083**	**422,179**	**145,096**	**52.37%**
Obligations						
Capital Improvements	500,000	500,000	356,239	356,239	-	0.00%
Total Obligations	**500,000**	**500,000**	**356,239**	**356,239**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	19,948,700	(25,000)	(79,156)	65,940		
Beginning Fund Balance	7,509,727	7,509,727	7,509,727	7,509,727		
Ending Fund Balance	**$ 27,458,427**	**$ 7,484,727**	**$ 7,430,571**	**$ 7,575,667**	**$ 145,096**	**1.95%**

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Infrastructure Improvement Fund (404)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
All Other Operating Revenues	$ 6,700,000	$ 15,019,000	$ 9,159,765	$ 9,159,765	$ -	0.00%
Transfers/Advances In	5,750,000	14,069,100	14,069,100	14,069,100	-	0.00%
Total Revenues and Other Sources	12,450,000	29,088,100	23,228,865	23,228,865	-	**0.00%**
Obligations						
Capital Improvements	9,986,900	18,306,000	10,818,404	10,818,404	-	0.00%
Transfers/Advances Out	6,100,000	6,100,000	6,087,977	6,087,977	-	0.00%
Total Obligations	**16,086,900**	**24,406,000**	**16,906,381**	**16,906,381**	**-**	**0.00%**
Excess of Revenue and Other Sources over Obligations:	(3,636,900)	4,682,100	6,322,484	6,322,484		
Beginning Fund Balance	5,549,699	5,549,699	5,549,699	5,549,699		
Ending Fund Balance	**$ 1,912,799**	**$ 10,231,799**	**$ 11,872,183**	**$ 11,872,183**	**$ -**	**0.00%**

Solid Waste Management Fund (710)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 1,900,000	$ 1,900,000	$ 1,342,639	$ 1,342,639	$ -	0.00%
All Other Operating Revenues	45,000	45,000	26,250	61,201	34,951	133.15%
Transfers/Advances In	2,000,000	2,000,000	2,000,000	2,000,000	-	-
Total Revenues and other sources	**3,945,000**	**3,945,000**	**3,368,889**	**3,403,840**	**34,951**	**1.04%**
Obligations						
Public Works	4,134,100	4,134,100	4,170,439	3,930,945	239,494	5.74%
Total Obligations	**4,134,100**	**4,134,100**	**4,170,439**	**3,930,945**	**239,494**	**5.74%**
Excess of Revenue and Other Sources over Obligations:	(189,100)	(189,100)	(801,550)	(527,105)		
Beginning Fund Balance	1,534,635	1,534,635	1,534,635	1,534,635		
Ending Fund Balance	**$ 1,345,535**	**$ 1,345,535**	**$ 733,085**	**$ 1,007,530**	**$ 274,445**	**37.44%**

Water Surcharge Fund (720)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 855,000	$ 855,000	$ 403,959	$ 449,704	$ 45,745	11.32%
Total Revenues and other sources	**855,000**	**855,000**	**403,959**	**449,704**	**45,745**	**11.32%**
Obligations						
Public Works	490,700	490,700	390,890	386,335	4,555	1.17%
Capital Equipment	10,000	10,000	-	-	-	0.00%
Capital Improvements	246,000	246,000	-	-	-	0.00%
Transfers Out (including intra-city services)	99,900	99,900	19,637	19,637	-	0.00%
Total Obligations	**846,600**	**846,600**	**410,527**	**405,972**	**4,555**	**1.11%**
Excess of Revenue and Other Sources over Obligations:	8,400	8,400	(6,568)	43,732		
Beginning Fund Balance	1,778,865	1,778,865	1,778,865	1,778,865	-	
Prior Year Lapsed Encumbrances	-	-	-	-		
Ending Fund Balance	**$ 1,787,265**	**$ 1,787,265**	**$ 1,772,297**	**$ 1,822,597**	**$ 50,300**	**2.84%**

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Sanitary Sewer Surcharge Fund (730)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 1,333,000	$ 1,333,000	$ 668,680	$ 744,635	$ 75,955	11.36%
All Other Operating Revenues	1,500	1,500	1,500	2,384	884	58.93%
Total Revenue	**1,334,500**	**1,334,500**	**670,180**	**747,019**	**76,839**	**11.47%**
Obligations						
Public Works	1,214,000	1,214,000	698,869	570,438	128,431	18.38%
Capital Equipment	13,000	13,000	-	-	-	0.00%
Capital Improvements	315,000	315,000	-	-	-	0.00%
Transfers Out (including intra-city services)	27,600	27,600	13,811	13,811	-	0.00%
Total Obligations	**1,569,600**	**1,569,600**	**712,680**	**584,249**	**128,431**	**18.02%**
Excess of Revenue and Other Sources over Obligations:	(235,100)	(235,100)	(42,500)	162,770		
Beginning Fund Balance	2,831,202	2,831,202	2,831,202	2,831,202		
Ending Fund Balance	**$ 2,596,102**	**$ 2,596,102**	**$ 2,788,702**	**$ 2,993,972**	**$ 205,270**	**7.36%**

Stormwater Management Fund (740)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 753,000	$ 753,000	$ 688,373	$ 638,047	$ (50,326)	-7.31%
Investment Earnings	70,000	70,000	35,000	62,584	27,584	78.81%
Miscellaneous income	-	-	-	6,027	6,027	100.00%
Total Revenues and other sources	**823,000**	**823,000**	**723,373**	**706,658**	**(16,715)**	**-2.31%**
Obligations						
Public Works	690,000	690,000	381,046	357,144	23,902	6.27%
Capital Equipment	470,000	470,000	103,287	103,287	-	0.00%
Capital Improvements	449,800	449,800	-	-	-	0.00%
Transfers Out (including intra-city services)	77,600	77,600	18,100	18,100	-	0.00%
Total Obligations	**1,687,400**	**1,687,400**	**502,433**	**478,531**	**23,902**	**4.76%**
Excess of Revenue and Other Sources over Obligations:	(864,400)	(864,400)	220,940	228,127		
Beginning Fund Balance	2,987,559	2,987,559	2,987,559	2,987,559		
Ending Fund Balance	**$ 2,123,159**	**$ 2,123,159**	**$ 3,208,499**	**$ 3,215,686**	**$ 7,187**	**0.22%**

Swimming Pool Fund (750)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
Revenues and Other Sources						
Charges for Services	$ 1,013,800	$ 1,013,800	$ 950,056	$ 831,286	$ (118,770)	-12.50%
Transfers/Advances In	300,000	300,000	300,000	300,000	-	0.00%
Total Revenues and other sources	**1,313,800**	**1,313,800**	**1,250,056**	**1,131,286**	**(118,770)**	**-9.50%**
Obligations						
Parks and Recreation	1,140,600	1,140,600	653,058	621,509	31,549	4.83%
Total Obligations	**1,140,600**	**1,140,600**	**653,058**	**621,509**	**31,549**	**4.83%**
Excess of Revenue and Other Sources over Obligations:	173,200	173,200	596,998	509,777		
Beginning Fund Balance	397,663	397,663	397,663	397,663		
Ending Fund Balance	**$ 570,863**	**$ 570,863**	**$ 994,661**	**$ 907,440**	**$ (87,221)**	**-8.77%**

Monthly Financial Report
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Statement of Receipts and Disbursements (cash basis rounding)

Fund	Beginning Balance	Year to Date & Transfer In	Year to Date & Transfer Out	Ending Balance	Percentage Change
General	$ 43,870,708	$ 45,334,180	$ 45,746,047	$ 43,458,841	-0.9%
Capital Asset Management	24,410,352	8,989,115	3,666,956	29,732,511	21.8%
Police Pension	1,499,760	462,187	285,346	1,676,601	11.8%
Fire Pension	1,499,759	462,187	285,345	1,676,601	11.8%
Self Insurance	1,084,300	35,936	10,659	1,109,577	2.3%
Capital Equipment	1,720,307	1,286,130	1,872,258	1,134,179	-34.1%
Police & Fire Pension	1,422,653	789,384	949,530	1,262,507	-11.3%
Technology Fund	425,843	56,077	391,982	89,938	-78.9%
Street Maintenance and Repair Fund	1,965,631	1,368,384	1,231,432	2,102,583	7.0%
EMS Billing Fund	1,691,000	749,721	117,414	2,323,307	37.4%
Law Enforcement	2,739,032	76,658	145,894	2,669,796	-2.5%
Tree Planting Fund	92,965	13,800	-	106,765	14.8%
Enforcement Education	20,650	325	-	20,975	1.6%
Mayor's Court Computer	45,728	3,666	-	49,394	8.0%
Mayor's Court Special Project	171,505	9,635	4,335	176,805	3.1%
Local Fiscal Recovery Fund	2,192,062	-	718,770	1,473,292	-32.8%
OneOhio Opioid Fund	141,353	21,908	6,400	156,861	11.0%
Economic Development	2,078,781	2,500,000	9,676	4,569,105	119.8%
Arlington Centre TIF Fund	116,976	12,879	16,145	113,710	-2.8%
Tremont Road TIF Fund	18,760	20,267	228	38,799	106.8%
Lane Avenue Mixed Use TIF Fund	738,355	517,967	335,769	920,553	24.7%
Lane Avenue TIF Fund	304,986	30,798	75,547	260,237	-14.7%
Arlington Crossing TIF Fund	1,068,524	70,600	126,139	1,012,985	-5.2%
Horizon TIF Fund	1,053,912	242,197	253,752	1,042,357	-1.1%
Kingsdale West TIF Fund	395,386	28,962	327	424,021	7.2%
Kingsdale CORE TIF Fund	668,801	1,510,486	878,395	1,300,892	94.5%
Civil Service	60,960	-	10,280	50,680	-16.9%
Riverside North TIF Fund	19,946	1,446	16	21,376	7.2%
Riverside South TIF Fund	224,430	22,430	253	246,607	9.9%
W. Lane Northwest TIF Fund	22,542	9,058	103	31,497	39.7%
Lane II TIF Fund	1,265,563	653,783	438,462	1,480,884	17.0%
Kingsdale Center TIF Fund	30,032	171,466	472,777	(271,279)	-1003.3%
Gateway TIF Fund	39,409	884,397	434,218	489,588	1142.3%
Neighborhood Lighting Utility	318,423	60,212	9,048	369,587	16.1%
Clerk of Courts Fund	21,343	4,759	-	26,102	22.3%
UA Visitor's Bureau Fund	572,453	71,452	50,001	593,904	3.7%
General Bond Retirement	315,716	4,187,785	4,240,577	262,924	-16.7%
Bonded Improvements	13,072,564	422,181	3,445,440	10,049,305	-23.1%
Infrastructure Improvement Fund	25,102,125	23,228,866	23,353,465	24,977,526	-0.5%
Estate Tax Fund	85	-	-	85	0.0%
Community Fiber Optic Fund	352,606	263,916	71,037	545,485	54.7%
Employee Benefit	2,014,911	2,948,480	3,141,659	1,821,732	-9.6%
BWC Administration Fund	1,340,044	211,303	178,012	1,373,335	2.5%
Solid Waste Management	1,919,144	3,403,840	2,304,923	3,018,061	57.3%
Water Surcharge	1,952,948	449,704	291,488	2,111,164	8.1%
Sanitary Sewer Surcharge	3,532,735	747,019	793,056	3,486,698	-1.3%
Stormwater Management	3,301,276	706,658	660,644	3,347,290	1.4%
UA Swimming Pools	397,663	1,131,286	553,182	975,767	145.4%
Unclaimed Funds	8,491	713	-	9,204	8.4%
Revolving Fund	53,814	841,588	807,736	87,666	62.9%
Construction Withholding	3,108,854	278,090	2,799,014	587,930	-81.1%
Payroll Clearing Fund	330,833	19,320,786	19,308,624	342,995	3.7%
Totals (ROUNDED)	**$ 150,816,999**	**$ 124,614,666**	**$ 120,492,360**	**$ 154,939,305**	***ROUNDED TOTALS***

Monthly Financial Report
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Income Tax Comparisons

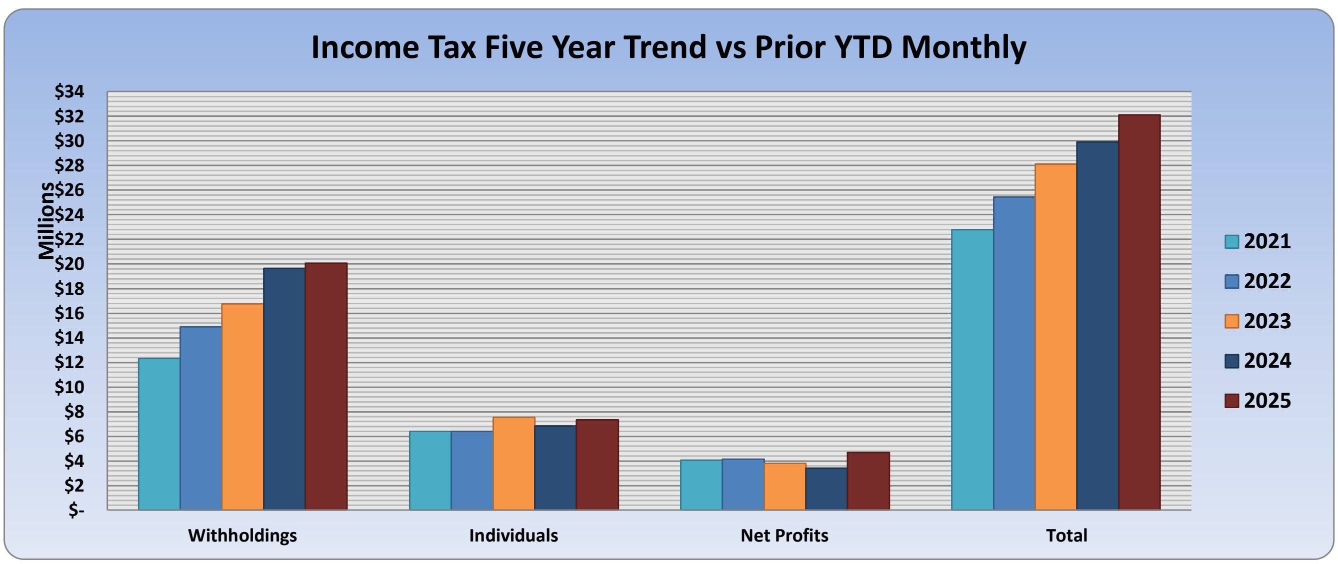
	Projections	Year to date	Difference	% Difference
Withholdings	$ 18,363,481	$ 20,068,220	$ 1,704,739	9.28%
Individuals	7,446,112	7,347,086	(99,026)	-1.33%
Net Profits	4,064,561	4,686,902	622,341	15.31%
Total	$ 29,874,154	$ 32,102,208	$ 2,228,054	**7.46%**

Income Tax Five Year Comparison

	2021	2022	2023	2024	2025
Withholdings	$ 12,334,015	$ 14,888,424	$ 16,773,971	$ 19,640,614	$ 20,068,220
Individuals	6,397,430	6,408,361	7,544,024	6,850,318	7,347,086
Net Profits	4,059,901	4,135,834	3,805,026	3,414,860	4,686,902
Total	$ 22,791,346	$ 25,432,619	$ 28,123,021	$ 29,905,792	$ 32,102,208

Percentage Increase (Decrease) From Prior Year

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Withholdings	13.75%	20.71%	12.66%	17.09%	2.18%
Individuals	124.13%	0.17%	17.72%	-9.20%	7.25%
Net Profits	65.08%	1.87%	-8.00%	-10.25%	37.25%
Total	41.06%	11.59%	10.58%	6.34%	**7.34%**



Interest & Investment Income
Jul-25

General Investments		Beginning Balance	Purchased	Matured/Sold	Deposited/Withdrawn	Investment Acct.	Ending Balance
Municipal Securities		4,102,786.00					$ 4,102,786.00
Corporate / General Investments		10,927,451.18					$ 10,927,451.18
Federal Agency		54,240,065.17	1,983,993.00	(2,988,055.50)			$ 53,236,002.67
US Government Bonds		24,749,024.10	1,500,000.00				$ 26,249,024.10
Total Bonds		$ 94,019,326.45	$ 3,483,993.00	$ (2,988,055.50)	$ -	$ -	$ 94,515,263.95
Short Term Fixed Maturity Commercial Paper		-					$ -
Other Assets (Savings Cert - Market Traded)		$ 3,439,988.55					$ 3,439,988.55
Bond and Investments:							
CIP Bonds							
	Federal Agency	-					$ -
	Corporate / General Investments	-					$ -
	Short Term Fixed Maturity Commercial Paper	-					$ -
	US Government Bonds	-					$ -
Total Bonds & Investments		$ 97,459,315.00	$ 3,483,993.00	$ (2,988,055.50)	$ -	$ -	$ 97,955,252.50
Money Markets:	General	382,858.12	(3,483,993.00)	2,990,517.61		206,390.20	$ 95,772.93
	CIP Bonds	0.00					$ 0.00
Total Money Markets		$ 382,858.12	$ (3,483,993.00)	$ 2,990,517.61	$ -	$ 206,390.20	$ 95,772.93
	General Investment	39,789,063.12	1,364,002.19			154,179.79	$ 41,307,245.10
	Bond Proceeds	6,390,246.55			(69,177.92)	24,023.52	$ 6,345,092.15
	Federal ARPA (Gen. Inv.)	1,324,018.77			(4,922.09)	5,001.62	$ 1,324,098.30
Star Ohio:	Gateway	995,905.22				3,771.62	$ 999,676.84
	Kingsdale	234,905.86				889.62	$ 235,795.48
	Community Center	2,573,300.14			(1,111,657.71)	6,898.28	$ 1,468,540.71
	Office (Comm. Center)	1,333,612.18			(178,244.47)	4,594.05	$ 1,159,961.76
	Total STAR Ohio	$ 52,641,051.84	$ 1,364,002.19	$ -	$ (1,364,002.19)	$ 199,358.50	$ 52,840,410.34
	Total Investments	$ 150,483,224.96	$ 1,364,002.19	$ 2,462.11	$ (1,364,002.19)	$ 405,748.70	$ 150,891,435.77
	NW Huntington Bank	$ 2,026,390.00					$ 4,047,874.78
	Total Cash & Investments	$ 152,509,614.96					$ 154,939,310.55

ITEMS PURCHASED BETWEEN $25,000 & $150,000 JULY 2025

DATE	VENDOR	DESCRIPTION	AMOUNT
7/7/25	Mr. B's Cleaning Service	Custodial Services for City Buildings	$90,000.00
7/8/25	Legat Architects	Design for Fancyburg Park	$66,360.00
7/11/25	BNtelligence	AI Sewer Coding	$43,496.00
7/15/25	Bricker and Graydon	National Church Residences Dev & TIF	$30,000.00
7/21/25	Color Consultants	Street Light Pole Painting	$27,020.00
7/22/25	Howell Rescue Systems	Battery Operated Hydraulic Rescue Tools	$69,936.00
7/23/25	Insight Public Sector	PC Replacements	$52,702.21

QUALITY BASED SELECTION CONSULTANTS – JULY 2025

DATE	VENDOR	DESCRIPTION	AMOUNT
None			

NOTIFICATION OF CHANGE ORDERS: NON-CONSTRUCTION, CITY MANAGER APPROVAL JULY 2025

DATE	VENDOR	DESCRIPTION	CHANGE ORDER AMOUNT	New Total
7/31/26	Environment Control	Additional Cleaning Services at the BCCC	$14,300.00	$250,820.00

GRANTS JULY 2025

DATE	ORGANIZATION	DESCRIPTION	AMOUNT
None			

City of Upper Arlington

3600 Tremont Road | Upper Arlington, OH 43221
614-583-5000 | **upperarlingtonoh.gov**

STAFF REPORT

Authors:	Brent Lewis, Finance Department Director
Council Meeting Date:	September 8, 2025
Subject/Legislative Item:	Ordinance No. 32-2025 - An ordinance amending the 2025-2026 Municipal Program of Services (Employee Strength Table)
Purpose:	To propose amendments to the employee strength table as asopted in the 2025-2026 Municipal Program of Services
Executive Summary:	During the mid-year budget review, staff conducted a review of the authorized employee strength table and compared to the City's current needs. Two changes are being proposed that will require City Council approval.

Purpose and Impact

Proposed Changes to the Employee Strength Table

As detailed in the attached exhibit, two changes are proposed to the employee strength table, effective upon Council approval and continuing into 2026:

Parks and Recreation Department

a. **Position Affected: Administrative Assistant (Pay Grade 17)**

b. **Proposed Change: Upgrade one vacant Administrative Assistant position to a Management Analyst (Pay Grade 19)**

c. **Rationale:**

   - **Enhance analytical capacity and technical support within the department to aid in decision-making.**

   - **Responsibilities would expand to include performance analysis, process improvement, data-driven recommendations, and software optimization**

d. **Financial Impact:**

- **2025: No additional appropriations required**
- **2026: Estimated cost increase of $9,000**

e. **Operational Note**:

- Position is currently vacant.

Finance Department – Mayor's Court

a. **Position Affected**: Deputy Clerk of Court (Pay Grade 18, currently 0.75 FTE)

b. **Proposed Change**: Increase position from **part-time (0.75 FTE)** to **full-time (1.0 FTE)**

c. **Rationale**:

- Respond to increased workload due to **House Bill 29** (effective April 9, 2025), which added new court requirements and eliminated key collection tools.
- Support implementation of payment plans, reminders, and referral to collections.
- Administer the new **LEAP** docket (License Evaluation and Assistance Program), which requires additional case review and reporting time.
- Improve customer service and provide operational continuity through full-time staffing.

d. **Financial Impact:**

- **2025: No additional appropriations required**
- **2026: Estimated cost increase of $10,000 - $20,000 depending on quality of person hired and insurance selection.**

e. **Operational Note**:

- The position will be vacant as of **August 22, 2025**, creating an opportunity to recruit a full-time candidate.
- Full-time status is expected to improve recruitment potential and retention.

History
The Deputy Clerk position was a full-time position until 2021, when it was moved to part-time. This change was to coincide with the the departure of the Deputy Clerk at that time. Since

then, the position has been evaluated by two Clerks of Court to evaluate whether it was best suited as part-time or full-time. Based on the items noted above, it is currently believed the position is best suited as full-time.

Alternatives

City Council can elect to not approve one or both proposed positions.

Attachments

1.	Proposed Employee Changes
2.	Ordinance No. 32-2025

EMPLOYMENT SUMMARY

Pay Grade	Department/Position	Final 2021 Full Time	Final 2021 FTE	Final 2022 Full Time	Final 2022 FTE	Final 2023 Full Time	Final 2023 FTE	Final 2024 Full Time	Final 2024 FTE	Adopted 2025 Full Time	Adopted 2025 FTE	Adopted 2026 Full Time	Adopted 2026 FTE	
	Finance Department *(includes Clerk of Court)*													
31	Director of Finance	1.00		1.00		1.00		1.00		1.00		1.00		
29	Assistant Finance Director	1.00		1.00		1.00		1.00		1.00		1.00		
26	Finance Manager	1.00		1.00		1.00		1.00		1.00		1.00		
22	Clerk of Court	1.00		1.00		1.00		1.00		1.00		1.00		
21	Purchasing Administrator	1.00		1.00		1.00		1.00		1.00		1.00		
20	Examiner	1.00		1.00		1.00		1.00		1.00		1.00		
20	Payroll Administrator	1.00		1.00		1.00		1.00		1.00		1.00		
19	Management Assistant	1.00		1.00										
19	Management Analyst					1.00		1.00		1.00		1.00		
18	Accounting Assistant	1.00		1.00		1.00		1.00		1.00		1.00		
18	Deputy Clerk of Court		0.73		0.73		0.75		0.75	1.00		1.00		Proposed additional of .25 FTE to move position from part-time to full-time
17	Fiscal Technician	1.00		1.00		1.00		1.00		1.00		1.00		
		10.00	0.73	10.00	0.73	10.00	0.75	10.00	0.75	11.00	0.00	11.00	0.00	
	Change	*-1.00*	*0.73*	*0.00*	*0.00*	*0.00*	*0.02*	*0.00*	*0.00*	*1.00*	*-0.75*	*0.00*	*0.00*	
	Parks and Recreation Department													
31	Parks & Recreation Director	1.00		1.00		1.00		1.00		1.00		1.00		
25	Parks Development & Arts Superintendent	1.00		1.00		1.00		1.00		1.00		1.00		
24	Parks & Forestry Superintendent	1.00		1.00		1.00		1.00		1.00		1.00		
24	Recreation Superintendent	1.00		1.00		1.00		1.00		1.00		1.00		
22	Arts Manager	1.00		1.00		1.00		1.00		1.00		1.00		
22	Recreation Manager	1.00		1.00		1.00		1.00		1.00		1.00		
22	Aquatics Manager		0.84		0.84	1.00		1.00		1.00		1.00		
22	Parks & Forestry Supervisor	2.00		2.00		2.00		2.00		2.00		2.00		
22	Community Center Manager			1.00		1.00		1.00		1.00		1.00		
21	Recreation Supervisor	6.00		6.00		6.00		7.00		7.00		7.00		
21	Landscape Supervisor	1.00		1.00		1.00		1.00		1.00		1.00		
20	Community Events Coordinator		0.66		0.66		0.66		0.75		0.75		0.75	
20	Rental Coordinator							1.00		1.00		1.00		
20	Aquatics Coordinator							1.00		1.00		2.00		
20	Parks and Forestry Specialist	4.00		4.00		4.00		4.00		4.00		4.00		
19	Parks Management Analyst									1.00		1.00		Proposed moviing 1 FTE from Administrative Assistant to Management
18	Parks and Forestry Technician	5.00	3.73	5.00	3.73	5.00	3.73	6.00	2.29	6.00	2.29	6.00	2.29	
17	Administrative Assistant	3.00		3.00		3.00		3.00		2.00		2.00		Reduction of 1 FTE - moved to Management Analyst
	Seasonal/PT Workers		27.41		29.01		29.01		29.39		69.64		69.64	
	Safety Town *(moved from Police in 2022)*				1.06		1.06		1.16		1.16		1.16	
		27.00	34.24	28.00	35.30	29.00	34.46	33.00	33.59	33.00	73.84	34.00	73.84	
	Change	*0.00*	*0.00*	*1.00*	*1.06*	*1.00*	*-0.84*	*4.00*	*-0.87*	*0.00*	*40.25*	*1.00*	*0.00*	

EMPLOYMENT SUMMARY

2025 Pay Grades (+2.5%)

Pay Grade	Hourly Minimum	Hourly Mid point	Hourly Maximum	Annualized** Minimum	Annualized** Mid point	Annualized** Maximum	
14	$ 20.7416	$ 24.8899	$ 29.0382	$ 43,142.43	$ 51,770.92	$ 60,399.40	
15	21.8248	26.1898	30.5547	45,395.57	54,474.69	63,553.80	
16	23.1348	27.7618	32.3888	48,120.42	57,744.65	67,368.64	
17	24.5224	29.4268	34.3313	51,006.53	61,207.83	71,409.14	*Current Parks Admin Assistant*
18	25.9937	31.1925	36.3912	54,066.92	64,880.35	75,693.78	*Current MC Deputy Clerk*
19	27.5536	33.0643	38.5751	57,311.54	68,773.80	80,236.30	*Proposed Parks Mangement Anaylst*
20	29.2076	35.0491	40.8907	60,751.76	72,902.16	85,052.56	
21	30.9592	37.1510	43.3429	64,395.15	77,274.18	90,153.21	
22	32.8169	39.3803	45.9437	68,259.24	81,910.94	95,562.88	
23	34.7861	41.7434	48.7006	72,355.15	86,826.18	101,297.21	
24	36.8734	44.2481	51.6228	76,696.63	92,036.00	107,375.37	
25	39.0861	46.9032	54.7204	81,299.05	97,558.63	113,818.44	
26	41.8213	50.1857	58.5499	86,988.39	104,386.26	121,783.89	
27	44.7495	53.6993	62.6492	93,078.86	111,694.59	130,310.31	
28	47.8821	57.4586	67.0350	99,594.86	119,513.93	139,432.76	
29	52.1915	62.7667	73.0682	108,558.40	130,554.69	151,981.76	
30	56.8888	64.0219	74.6924	118,328.66	133,165.64	155,360.11	
31	62.0088	76.5640	91.2134	128,978.24	159,253.08	189,723.92	

** - The pay of each employee (including contract employees) is based on an annualized method. The regular hourly wage is determined by dividing the annual salary by 2,080 hours unless otherwise provided by ordinance or collective bargaining agreements. Thus, in years where regular work hours exceed the 2,080 hours, annualized amounts could exceed the amounts included in this schedule.

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 32-2025

TO AMEND THE 2025-2026 MUNICIPAL PROGRAM OF SERVICES (EMPLOYEE STRENGTH TABLE)

WHEREAS, it is necessary to make adjustments to appropriations and effect certain transfers; and

WHEREAS, City Council adopted the 2025-2026 Municipal Program of Services (draft) via Ordinance 69-2024; and

WHEREAS, on occasion, there are changes to the employee strength table that require amendments to the adopted budget, which require Council action; and

WHEREAS, the following changes require Council action: (1) upgrading the vacant Parks & Recreation Administrative Assistant position (pay grade 17) to a Management Analyst (pay grade 19) and (2) increasing the vacant Deputy Clerk of Court position (pay grade 18) from part-time (0.75 FTE) to full-time (1.0 FTE).

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The following amendments to the employee strength table shall be adopted and incorporated into the 2025-2026 Municipal Program of Services: (1) the vacant Parks & Recreation Administrative Assistant position (pay grade 17) shall be upgraded to Management Analyst (pay grade 19) and (2) the vacant Deputy Clerk of Court position (pay grade 18) shall be increased from part-time (0.75 FTE) to full-time (1.0 FTE).

SECTION 2. This ordinance shall take effect immediately after passage.

3600 Tremont Road | Upper Arlington, OH 43221
614-583-5000 | **upperarlingtonoh.gov**

Authors: Brent Lewis, Finance Department Director

Council Meeting Date: September 8, 2025

Subject/Legislative Item: Ordinance No. 33-2025 - An ordinance authorizing the appropriation and transfer of funds

Purpose: To have the City Council authorize certain amendments to the 2025 adopted budget as required by the City Code.

Executive Summary: City staff has conducted a mid-year review of the City's 2025 budget and is proposing the noted amendments for City Council's approval.

Purpose and Impact
Each year, during the City Council's summer recess, staff conducts a comprehensive review of the current budget year revenue estimates and appropriations for anticipated amendments. Upon City Council's return, any proposed amendments are brought before Council for approval.

Amendments typically consist of:

- Requesting supplemental appropriations related to additional goods or services that have come up during the first half of the year;
- Requesting additional (reducing) appropriations for goods or services that were determined to be initially under/over budgeted; or,
- Requesting a re-allocation of existing appropriations.

Exhibits 1 and 2 have been included to supplement this report to show the impact of the proposed adjustments on each affected fund and provide further details for each proposed adjustment. It should be noted that revenue adjustments are not required to be approved by the City Council. However, adjustments that staff will be making have been included in Exhibit 1 to help show the impact on fund balance.

Staff is proposing the addition of **$41,963,100 in supplemental appropriations** (offset by $34,088,800 in revenue additions). The following are highlights of amendments that have been included in the proposed Ordinance (see Exhibit 2):

- The **General Fund (101)** includes requests for **$80,100** of supplemental appropriations.
  - City Attorney - $50,000 for additional outside counsel services.

- Parks and Recreation - $18,000 for commemorative benches (offset by revenue)

- The **Capital Equipment Fund (106)** includes requests totaling **$86,600** of supplemental appropriations.
  - Fire - $60,200 for the replacement of the tornado siren at Miller Park. This item was mistakenly excluded from the adopted 2025 budget.
  - Information Technology - $26,400 for the replacement of tow copiers and the unfitting of one of the new police vehicles.

- The **Technology Fund (108)** includes requests for **$5,000** of supplemental appropriations for the purchase of additional technology.

- The **EMS Billing Fund (210)** includes requests for **$39,700** in supplemental appropriations related to the bond re-financing that recently occurred. Additional transfers will be needed from this fund to pay for its portion of the debt service that was refinanced.

- The **Law Enforcement Fund (215)** includes requests totaling **$170,400** of supplement appropriations.
  - Ballistic rifle plates - $144,000 for the replacement of expired plates.
  - Copiers - $16,400 for the replacement of two copiers.
  - Metal detectors - $30,000 to rent metal detectors to enhance security during mayor's court and other events.

- The **GO Bond Retirement Fund (210)** includes requests for **$28,865,000** in supplemental appropriations to record a portion of the bond re-financing transaction. This request, when combined with the revenue adjustment (see below), nets to a $0 transaction (transaction must be recorded at gross).

- The Bonded Improvement Fund (402) includes requests totaling **$7,004,000** of supplement appropriations to spend the remaining CIP-related bond funds. As a result of the bond refinancing, complicated tax issues could occur if bond proceeds remain. It is proposed that funds will be used to reimburse eligible capital costs allocated that were allowed to other funds (primarily the Infrastructure Fund and the Water Surcharge Fund.

- The **Infrastructure Fund (404)** includes requests totaling **$3,200,500** in supplement appropriations.
    - Other than personal services - $500 for fees associated with the collection of special assessments.
    - Capital - $2,000,000 related to the spending of the bond funds (po's closed in Bond Fund, opened in this fund).
    - Transfers - $1,200,000 to return advances related to BCCC.

- The **Water Surcharge Fund (720)** includes requests for **$593,600** in supplemental appropriations.
    - Finance - $513,600 to record a portion of the bond re-financing transaction. This request, when combined with the revenue adjustment (see below), nets to a $0 transaction (transaction must be recorded at gross).
    - Public Works - $80,000 as a result of the Columbus EMR bill (water main breaks) coming in higher than expected.

- The **Sewer Surcharge Fund (730)** includes requests for **$43,900** in supplemental appropriations to record a portion of the bond re-financing transaction. This request, when combined with the revenue adjustment (see below), nets to a $0 transaction (transaction must be recorded at gross).

- The **Stormwater Management Fund (740)** includes requests for **$365,900** in supplemental appropriations to record a portion of the bond re-financing transaction. This request, when combined with the revenue adjustment (see below), nets to a $0 transaction (transaction must be recorded at gross).

- The **Construction Withholding Fund (949)** includes requests for **$1,500,000** in supplemental appropriations for the payment of construction withholding that is anticipated to be more than originally budgeted.

Please see Exhibit 1 & Exhibit 2 for further information and details on requested budget requests.

As noted previously, revenue estimates are not required to be approved by the City Council, but are only provided to show the true impact on a particular fund’s balance. A total of **$34,128,500** in revenue estimates are being made and are noted in Exhibit 1. The following are a few highlights of the revenue estimate amendments:

- General Fund - increase interest earnings estimate by $300,000.

- GO Bond Retirement Fund - increase estimates by $28,905,100 for bond refinancing transactions.
- Infrastructure Improvement Fund - increase estimates by $4,000,000 for reimbursement from OSU (tenant space) and the Bond Fund.
- Water, Sewer, and Stormwater Funds - increase estimates for bond refinancing transactions.

History
N/A

Alternatives
The City Council could reject or amend any of the proposed budget amendments.

Attachments

1.	Exhibit 1
2.	Exhibit 2
3.	Ordinance No. 33-2025

Exhibit 1

2025 MID-YEAR Budget Adjustments

ALL #S PRESENTED ROUNDED TO WHOLE DOLLAR ON THIS SUMMARY SHEET

	101	106	108	210	215	301	402	404	720	730	740	949	
	General Fund	Capital Equipment Fund	Technology Fund	EMS Billing Fund	Law Enforcement Fund	General Bond Retirement Fund	Bonded Improvement Fund	Infrastructure Improvement Fund	Water Surcharge Fund	Sanitary Sewer Surcharge Fund	Stormwater Management Fund	Construction Withholding Fund	**Grand Totals of All Adjusted Funds**
Revenue Adjustments from Adopted:													
Investment Revenue	$ 300,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 300,000**
Miscellaneous revenue	-	-	-	-	-	-	-	4,000,000	-	-	-	-	**4,000,000**
OFU - Proceeds	-	-	-	-	-	28,865,400	-	-	513,600	43,900	365,900	-	**29,788,800**
OFU - Transfers In	-	-	-	-	-	39,700	-	-	-	-	-	-	**39,700**
OFU - Advances In	-	-	-	-	-		-	-	-	-	-	-	**-**
Total Revenue	300,000	-	-	-	-	28,905,100	-	4,000,000	513,600	43,900	365,900	-	**34,128,500**
Appropriation Changes:													
Supplemental Appropriations	68,000	86,600	5,000	39,700	190,400	28,865,500	7,004,000	3,200,500	593,600	43,900	365,900	1,500,000	**41,963,100**
Total Appropriations	68,000	86,600	5,000	39,700	190,400	28,865,500	7,004,000	3,200,500	593,600	43,900	365,900	1,500,000	**41,963,100**
Effect on Fund Balance	232,000	(86,600)	(5,000)	(39,700)	(190,400)	39,600	(7,004,000)	799,500	(80,000)	-	-	(1,500,000)	**(7,834,600)**
Current Amended Budget Fund Balance (ENDING)	45,189,075	646,368	195,186	352,230	2,577,932	312,516	9,540,707	1,913,199	1,867,265	2,596,101	2,124,059	3,108,854	**70,423,492**
NEW Amended Budget Fund Balance (ENDING)	$ 45,421,075	$ 559,768	$ 190,186	$ 312,530	$ 2,387,532	$ 352,116	$ 2,536,707	$ 2,712,699	$ 1,787,265	$ 2,596,101	$ 2,124,059	$ 1,608,854	**$ 62,588,892**
Consolidated effect on all fund balances	**(7,834,600)**												

Exhibit 2

2025 MID-YEAR Review
Supplemental Appropriations

	Fund	Department	Supplemental/Transfer: Supplemental Appropriations	Supplemental/Transfer: Transfer of Appropriations	Supplemental/Transfer: Total	Breakdown By Budget Category: Personal Services	Breakdown By Budget Category: Other than Personal Services	Breakdown By Budget Category: Capital	Breakdown By Budget Category: Transfers/ Advances	Breakdown By Budget Category: Total	Description
101	General Fund	City Attorney	$ 50,000	$ -	$ 50,000	$ -	$ 50,000	$ -	$ -	$ 50,000	Additional appropriations are being requested for outside legal services related to development and other miscellaneous legal projects.
101	General Fund	Parks and Recreation	18,000	-	18,000	-	18,000	-	-	18,000	Additional appropriations are being requested for the purchase of commemorative benches. There will be corresponding revenues to cover these purchases.
	Total General Fund		**68,000**	**-**	**68,000**	**-**	**68,000**	**-**	**-**	**68,000**	
106	Capital Equipment Fund	Fire	60,200	-	60,200	-	-	60,200	-	60,200	Additional appropriations are being requested for the replacement of the tornado siren at Miller Park. This item was mistakenly excluded from the adopted 2025 budget.
106	Capital Equipment Fund	Information Technology	26,400	-	26,400	-	-	26,400	-	26,400	Additional appropriations are being requested for the purchase of two copiers ($16,400) to replace copiers that are either broken or at the end of life and the upfitting of one of the new police vehicles ($10,000).
106											
	Total Capital Equipment Fund		**86,600**	**-**	**86,600**	**-**	**-**	**86,600**	**-**	**86,600**	
108	Technology Fund		5,000	-	5,000	-	5,000	-	-	5,000	Additional appropriations are being requested for the purchase of additional computer equipment.
	Total Technology Fund		**5,000**	**-**	**5,000**	**-**	**5,000**	**-**	**-**	**5,000**	
210	EMS Billing Fund	Transfers	39,700	-	39,700	-	-	-	39,700	39,700	Additional appropriations are being requested to account for the reallocation of debt payments as a result of the bond refunding transaction that will close at the beginning of September 2025. The requested amount will be transferred to the GO Bond Retirement Fund.
	Total EMS Billing Fund		**39,700**	**-**	**39,700**	**-**	**-**	**-**	**39,700**	**39,700**	
215	Law Enforcement Fund	Police	144,000	-	144,000	-	144,000	-	-	144,000	Additional appropriations are being requested for the purchase of ballistic rifle plates to replace expired plates (estimated at $1,200/plate)
215	Law Enforcement Fund	Police	30,000	-	30,000	-	30,000	-	-	30,000	Additional appropriations are being requested to rent metal detectors to enhance security during mayor's court and other events.
215	Law Enforcement Fund	Police	16,400	-	16,400	-	-	16,400	-	16,400	Additional appropriations are being requested for the purchase of two copiers to replace existing broken or end of life copiers.
	Total Law Enforcement Fund		**190,400**	**-**	**190,400**	**-**	**174,000**	**16,400**	**-**	**190,400**	
301	General Bond Retirement Fund	Finance	28,865,500	-	28,865,500	-	28,865,500	-	-	28,865,500	Additional appropriations are being requested to account for the bond refunding that will close at the beginning of September 2025.
	Total General Bond Retirement Fund		**28,865,500**	**-**	**28,865,500**	**-**	**28,865,500**	**-**	**-**	**28,865,500**	
402	Bonded Improvement Fund	Various	7,004,000	-	7,004,000	204,000	-	6,800,000	-	7,004,000	Additional appropriations are being requested to spend remaining CIP-related bond funds. As a result of the bond refinancing, complicated tax issues could occur if bond proceeds remain. It is proposed that funds will be used to reimburse eligible capital costs allocated that were allowed to other funds (primarily the Infrastructure Fund and the Water Surcharge Fund.
	Total Bonded Improvement Fund		**7,004,000**	**-**	**7,004,000**	**204,000**	**-**	**6,800,000**	**-**	**7,004,000**	
404	Infrastructure Improvement Fund	Various	2,000,000	-	2,000,000	-	-	2,000,000	-	2,000,000	Additional appropriations are being requested related to the spending down of the bond funds (po's closed in Bond Fund, opened in this fund).
404	Infrastructure Improvement Fund	Finance	500	-	500	-	500	-	-	500	Additional appropriations are being requested related to special assessment collection fees.
404	Infrastructure Improvement Fund	Transfers	1,200,000	-	1,200,000	-	-	-	1,200,000	1,200,000	Additional appropriations are being requested to return advanced funds related to the BCCC donations and OSU tenant improvements.
	Total Infrastructure Improvement Fund		**3,200,500**	**-**	**3,200,500**	**-**	**500**	**2,000,000**	**1,200,000**	**3,200,500**	

2025 MID-YEAR Review
Supplemental Appropriations

	Fund	Department	Supplemental/Transfer: Supplemental Appropriations	Supplemental/Transfer: Transfer of Appropriations	Supplemental/Transfer: Total	Breakdown By Budget Category: Personal Services	Breakdown By Budget Category: Other than Personal Services	Breakdown By Budget Category: Capital	Breakdown By Budget Category: Transfers/ Advances	Breakdown By Budget Category: Total	Description
720	Water Surcharge Fund	Finance	513,600	-	513,600	-	513,600	-	-	513,600	Additional appropriations are being requested to account for the bond refunding that will close at the beginning of September 2025.
720	Water Surcharge Fund	Public Works	80,000	-	80,000	-	80,000	-	-	80,000	Additional appropriations are being requested as a result of the Columbus EMR bill (water main breaks) coming in higher than expected.
	Total Water Surcharge Fund		**593,600**	**-**	**593,600**	**-**	**593,600**	**-**	**-**	**593,600**	
730	Sewer Surcharge Fund	Finance	43,900	-	43,900	-	43,900	-	-	43,900	Additional appropriations are being requested to account for the bond refunding that will close at the beginning of September 2025.
	Total Sewer Surcharge Fund		**43,900**	**-**	**43,900**	**-**	**43,900**	**-**	**-**	**43,900**	
740	Stormwater Management Fund	Finance	365,900	-	365,900	-	365,900	-	-	365,900	Additional appropriations are being requested to account for the bond refunding that will close at the beginning of September 2025.
	Total Stormwater Management Fund		**365,900**	**-**	**365,900**	**-**	**365,900**	**-**	**-**	**365,900**	
949	Construction Withholding Fund	Finance	1,500,000	-	1,500,000	-	1,500,000	-	-	1,500,000	
	Total Construction Withholding Fund		**1,500,000**	**-**	**1,500,000**	**-**	**1,500,000**	**-**	**-**	**1,500,000**	
	Total Non-General Funds		**41,895,100**	**-**	**41,895,100**	**204,000**	**31,548,400**	**8,903,000**	**1,239,700**	**41,895,100**	
		TOTAL ALL FUNDS	**$ 41,963,100**	**$ -**	**$ 41,963,100**	**$ 204,000**	**$31,616,400**	**$ 8,903,000**	**$ 1,239,700**	**$ 41,963,100**	

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 33-2025

TO APPROPRIATE AND TRANSFER FUNDS

WHEREAS, it is necessary to make adjustments to appropriations and effect certain transfers.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The Finance Director is hereby authorized and directed to appropriate $68,000 from the unappropriated balance of the General Fund and allocate to the following departments and categories:

City Attorney – Other than Personal Services	$50,000
Parks and Recreation – Other than Personal Services	18,000

SECTION 2. The Finance Director is hereby authorized and directed to appropriate $86,600 from the unappropriated balance of the Capital Equipment Fund – Capital category and allocate to various departments.

SECTION 3. The Finance Director is hereby authorized and directed to appropriate $5,000 from the unappropriated balance of the Technology Fund to the Information Technology – Other than Personal Service category.

SECTION 4. The Finance Director is hereby authorized and directed to appropriate $39,700 from the unappropriated balance of the EMS Billing Fund and allocate to the Fund Transfers – Transfers category.

SECTION 5. The Finance Director is hereby authorized and directed to appropriate $190,400 from the unappropriated balance of the Law Enforcement Fund and allocate $174,000 to the Police – Other than Personal Services category and $16,400 to the Police – Capital category.

SECTION 6. The Finance Director is hereby authorized and directed to appropriate $28,865,500 from the unappropriated balance of the General Bond Retirement Fund and allocate to the Finance – Other than Personal Services category.

SECTION 7. The Finance Director is hereby authorized and directed to appropriate $7,004,000 from the unappropriated balance of the Bonded Improvement Fund and allocate to the following departments and categories:

Parks and Recreation – Personal Services	$ 10,000

Public Service Administration – Personal Services	194,000
Various – Capital	6,800,000

SECTION 8. The Finance Director is hereby authorized and directed to appropriate $3,200,000 from the unappropriated balance of the Infrastructure Improvement Fund and allocate to the following departments and categories:

Finance – Other than Personal Services	$ 500
Fund Transfer – Transfers	1,200,000
Various – Capital	2,000,000

SECTION 9. The Finance Director is hereby authorized and directed to appropriate $593,600 from the unappropriated balance of the Water Surcharge Fund and allocate to the following departments and categories:

Finance – Other than Personal Services	$513,600
Public Works – Other than Personal Services	80,000

SECTION 10. The Finance Director is hereby authorized and directed to appropriate $43,900 from the unappropriated balance of the Sanitary Sewer Surcharge Fund and allocate to the Finance – Other Than Personal Services category.

SECTION 11. The Finance Director is hereby authorized and directed to appropriate $365,900 from the unappropriated balance of the Stormwater Management Fund and allocate to the Finance – Other Than Personal Services category.

SECTION 12. The Finance Director is hereby authorized and directed to appropriate $1,500,000 from the unappropriated balance of the Construction Withholding Fund and allocate to the Finance - Other Than Personal Services category.

SECTION 13. This ordinance shall take effect immediately after passage.

Authors: Jacolyn Thiel, Assistant City Manager
Mike Hamer, Facilities Manager

Council Meeting Date: September 8, 2025

Subject/Legislative Item: Ordinance No. 34-2025 - An ordinance authorizing the City Manager to enter into contract with JCORR, LLC for office renovations at Fire Station 72 and the Municipal Services Center

Purpose: To renovate Fire Station 72 administration offices and the Municipal Services Center "Parks" area to better serve operational changes.

Executive Summary: This ordinance authorizes the City Manager to enter into contract with JCORR for renovations to Fire Station 72 administrative offices and the Municipal Services Center (MSC) “Parks” area.

Purpose and Impact
The proposed legislation authorizes the City Manager to enter into a contract with **JCORR** in the amount of **$328,108**, which includes a 10% contingency ($29,828). This project was budgeted at **$250,000** in the 2025–2026 Capital Budget. The base bid is **$48,280 over budget**, and **$78,108 over budget** when the contingency is included. The Finance team has reviewed the overage, and staff recommends awarding the contract. The additional cost will be covered using the **Facilities Contingency budget**.

Scope of Work

The project will address space and infrastructure needs through the following improvements:

- Creation of additional workspaces.
- Enhanced electrical and data capacity for the new IT area.
- Updated office furniture.
- HVAC rebalancing and improvements to the Fire Station 72 Museum area (alternate).

These upgrades will support operational needs, accommodate staff growth, and modernize infrastructure to better serve employees and the community.

Bidding Process

- **Bid Solicitation:** July 29, 2025, with site visits hosted for interested contractors.
- **Bid Opening:** August 19, 2025 – JCORR submitted the lowest and best bid.
- **Review Process:** The City's Facilities team and project architect (MSA) reviewed all bids and conducted an interview with JCORR on August 20, 2025, to confirm their understanding of the project scope and schedule.

Based on this review, JCORR demonstrated a thorough understanding of the project requirements and is recommended for contract award.

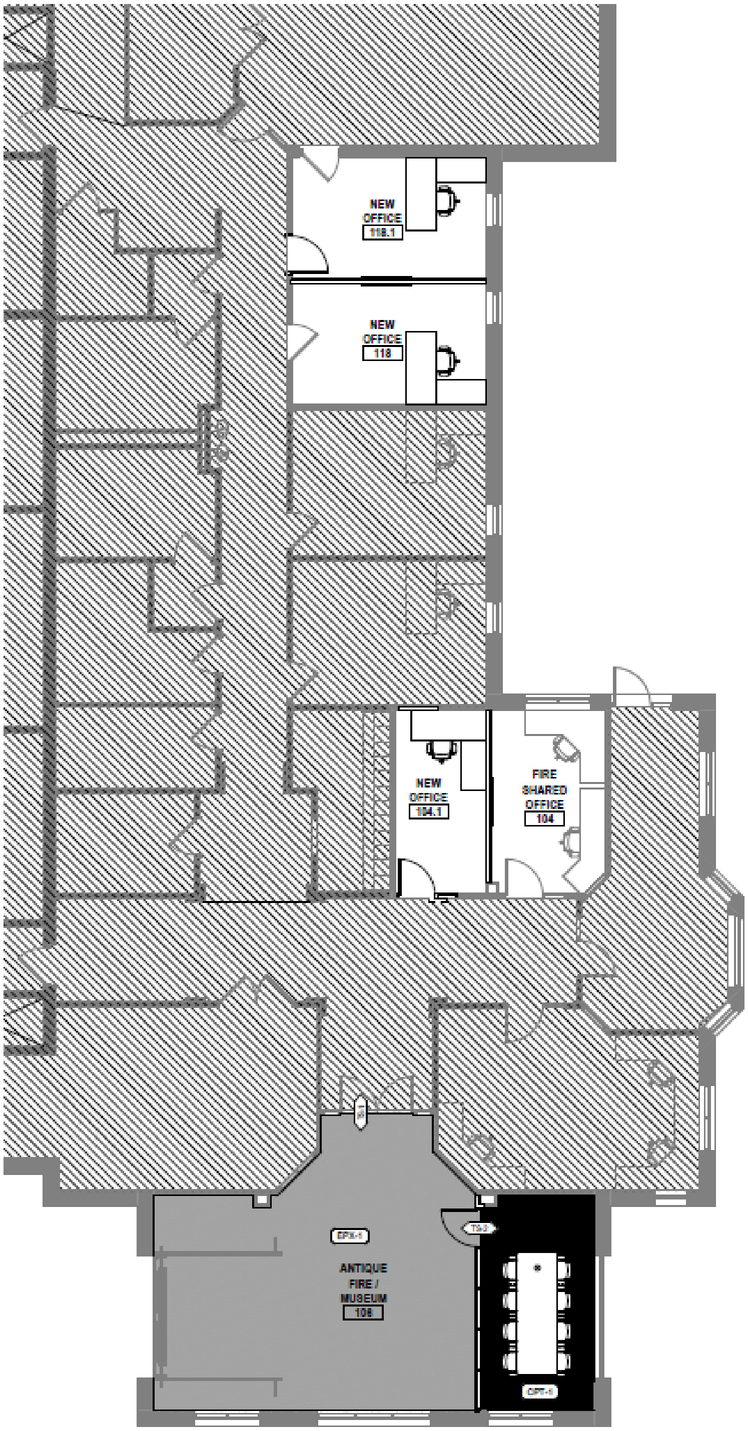
Contractor	Fire Station 72	Alt.	MSC	Total
JCORR, LLC	**$155,240.00**	**$9,280.00**	**$133,760.00**	**$298,280.00**
Robertson Construction Services, LLC	$176,100	$17,360.00	$198,900.00	$392,360.00
McCade Construction, LLC	$162,065.00	$11,875.00	$207,520.00	$381,460.00
Bomar Construction Co., LLC	$205,080.00	$25,990.00	$232,497.00	$463,567.00
Miles-Mcllelan Construction Company, Inc.	$214,937.00	$15,059.00	$279,687.00	$509,683.00

History

Fire Station 72 Office Expansion

This project was included in the 2025 budget to improve administrative office space at Fire Station 72 and to accommodate the addition of a Social Worker position. Currently, CARES staff share a single office. The renovation will:

- Create three new offices by reconfiguring existing space.
- Convert an underutilized conference room into two offices.
- Establish a new conference room within the Engine Museum area, which will also showcase the Division's restoration of Upper Arlington's first fire engine.



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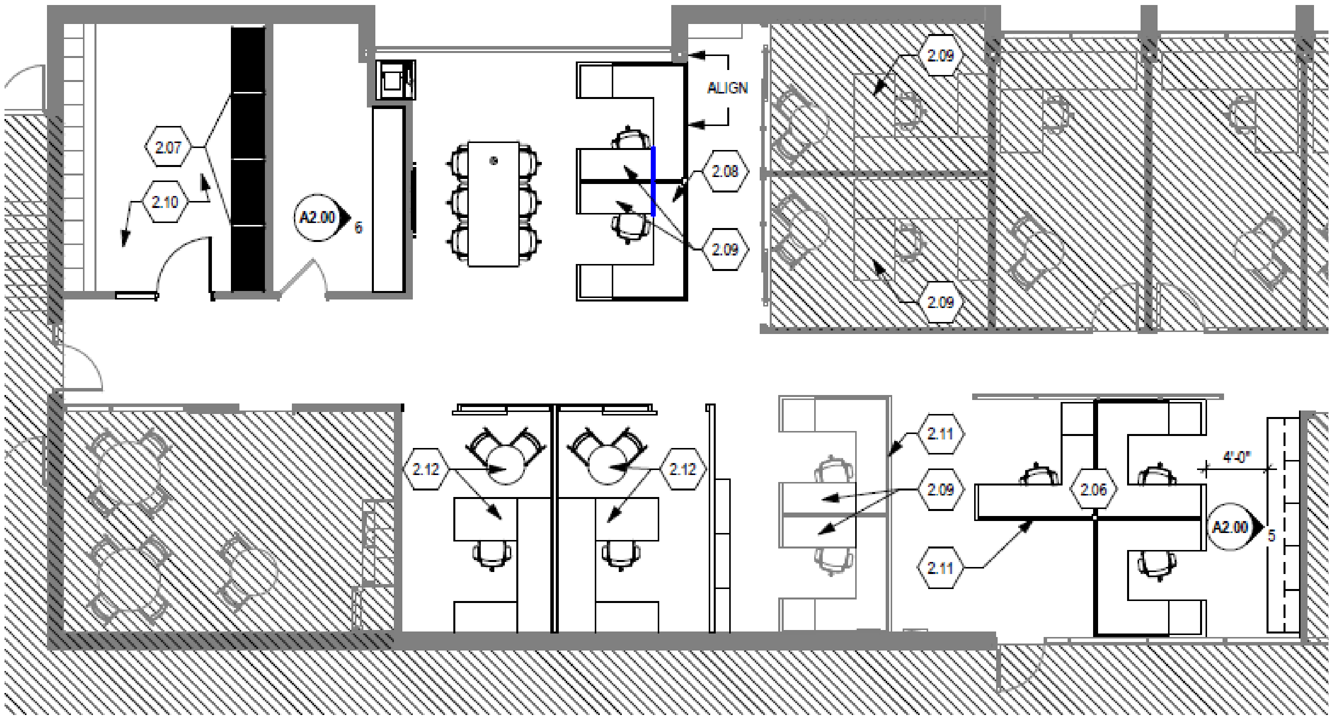
FIRST FLOOR FINISH PLAN
1/8" = 1'-0"

Municipal Services Center Renovations
With the opening of the Bob Crane Community Center in April 2025, Parks & Recreation staff relocated out of the MSC. This allows for strategic reuse of space to:

- Relocate IT and Communications.
- Enhance the City Clerk's office area.

- Provide dedicated workspace for City Council Members.
- Transition City Facilities staff into the vacated IT offices.



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1/8" = 1'-0"

These renovations will streamline operations and better align workspace with organizational needs.

Alternatives
City Council may choose to delay or eliminate the renovations. However, without these improvements, operational challenges related to workspace capacity and functionality will remain. Staff feels confident in the pricing considering the level of interest and the number of responding bidders.

Attachments

1.	Ordinance No. 34-2025

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 34-2025

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH JCORR, LLC FOR OFFICE RENOVATIONS AT FIRE STATION 72 AND THE MUNICIPAL SERVICES CENTER

WHEREAS, the City of Upper Arlington has identified the need for renovations at Fire Station 72 and the Municipal Services Center (MSC) to address space, infrastructure, and operational needs; and

WHEREAS, the project scope includes the creation of additional workspaces, enhanced electrical and data capacity, HVAC improvements to Fire Station 72, and strategic reuse of space at the MSC; and

WHEREAS, bids for the project were publicly solicited on July 29, 2025, and opened on August 19, 2025, with JCORR, LLC submitting the lowest and best bid in the amount of $298,280.00, including the alternate option; and

WHEREAS, these renovations will modernize facilities, support operational efficiency, provide improved office accommodations, and enhance service to the community.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to enter into contract with JCORR, LLC in an amount not to exceed $328,108.00, which includes a 10-percent contingency, for office renovations at Fire Station 72 and the Municipal Services Center.

SECTION 2. The City Manager, Finance Director, and City Attorney are hereby authorized to take all actions necessary to enter into, implement, and administer the contract, including the execution of all documents and amendments, provided such actions are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.

Authors:	James Russell, Economic Analyst
Council Meeting Date:	September 8, 2025
Subject/Legislative Item:	Ordinance No. 28-2025 - An ordinance authorizing the City Manager to enter into a development agreement with National Church Residences and Upper Arlington Schools *(Lynch)*
Purpose:	The purpose of this ordinance is to authorize the City Manager to execute a tri-party development agreement with UA Schools and National Church Residences (NCR) for redevelopment of NCR's corporate campus on North Bank Drive

Executive Summary:

National Church Residences (NCR) seeks to redevelop its corporate campus located at North Bank Drive. The proposed project contemplates the demolition of their three existing structures and the construction of a 57,000-square-foot corporate office and two senior-living developments with 80 and 125 units of age-restricted senior housing. Each of the three buildings would have an attached parking garage with parking counts of 163, 65, and 186, respectively. The parking garages will have a combined 68 public parking spaces and will be clearly identifiable as public parking. The proposal removes almost all surface parking and replaces it with 2.5 acres of green space adjacent to the lake. The proposal also contemplates the transfer of 2.1 acres, consisting primarily of the northern portion of the lake, to the City. The City intends to construct lakefront improvements and connect the lake to Northwest Kiwanis Park.

Specific commitments by NCR include:

- Retention of $21.2 million in annual payroll subject to Upper Arlington city income tax for 12 years. If this commitment is not met, NCR must make payments to the City equal to the difference between income tax revenue that would have been generated by committed payroll and the actual income tax revenue.
- Creation of an additional $5.25 million in annual payroll subject to Upper Arlington city income tax within 5 years of completion of construction and continuation of that payroll level through the 12th year of occupancy of

Phase I. (For years 5 - 12, the payroll commitment is $26.4 million.) If this commitment is not met, NCR must make payments to the City equal to the difference between income tax revenue that would have been generated by committed payroll and the actual income tax revenue.

- Grading of the property adjacent to the lake to allow for City construction of a shared-use path.
- At all times, make service payments to UA Schools equal to at least the property taxes paid to UA Schools in 2024.
- Replat the property to create a separate parcel for the northern portion of the lake and a buffer of land to accommodate a shared-use path and transfer the new parcel to the City.
- Enter into a 30-year lease for the Phase I office building.
- Work with UA Schools on educational programming and service opportunities.

In exchange, the City of UA will:

- Work with UA schools to implement a 30-year tax parcel-by-parcel increment financing district that provides for effective compensation to UA Schools equal to approximately 55% of the total property tax over the life of the TIF.
- Provide a $1 million grant from the economic development fund upon issuance of a certificate of occupancy for Phase I, which will mark NCR's return to the space from the temporary location it requires during construction.

Purpose and Impact

National Church Residences (NCR), the nation's largest non-profit developer of senior living, is one of the top three private employers in the City of Upper Arlington. NCR has been a part of the UA community for over forty years, but its current property is underutilized and has exceeded its useful life. This development agreement and incentive structure are brought before you to close financing gaps and ensure the development moves forward, retaining and growing a top private employer in the community.

NCR's proposed project is an $85.5 million investment in the community. NCR is committing to a thirty-year lease for its corporate office. The agreement also requires NCR to meet a payroll threshold for twelve years. This ensures the retention and growth of a top private taxpayer.

In addition to improving the economic vitality of the Henderson Road corridor and meeting economic development objectives, this project is aligned with community development priorities. This project is the first application under the new Planned Mixed-Office District (PMOD) zoning designation that was approved by the Board of Zoning and Planning (BZAP) in 2022. Additionally, this project represents the first private investment in alignment with Envision Henderson. This project also delivers senior housing, the second largest identified need in the Housing Study commissioned in 2025.

History
NCR participated in the PMOD rezoning process in 2022. NCR approached the City about two years ago with initial discussions about a campus redevelopment. Conversations accelerated early in 2025.

In preparation for their application to BZAP, NCR hosted four community engagement sessions, in conjunction with City staff. The first meeting was a virtual meeting on June 17. Followed by an in-person meeting on June 18. On July 2, NCR had a work session with BZAP. NCR hosted a special meeting with the Concord Village Area Association on July 22. The last community meeting was on July 23. The project is slated to go to BZAP for a second work session on September 3. It is anticipated that BZAP will be voting on the project on September 17.

The project was introduced to the Board of Education on August 12. It is anticipated that the Superintendent and Treasurer of the schools request authorization to execute the development agreement at their September 9 meeting.

Following execution of the development agreement, the City Manager will be back with an Ordinance to authorize TIF legislation.

The specific language of the agreement is being finalized, and will be included as an attachment in the packet for the next reading.

Alternatives
In the event that the incentive structure and development agreement are not approved, the economics would be prohibitive for NCR to redevelop their corporate campus. Because the campus is past its useful life and no longer meeting the needs of the company, there is good reason to believe the company would pursue office space outside of Upper Arlington. The loss of one of the City's top taxpayers is a significant risk. Additionally, staff does not see a strong market for the re-occupancy of the existing buildings. This could result in lost revenue to the schools, lost revenue to the City, and a decrease in quality of life for the residents adjacent to the corporate campus.

Attachments

1.	Ordinance No. 28-2025
2.	Draft NCR Development Agreement
3.	City Council Ltr 8-20-25

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 28-2025

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A DEVELOPMENT AGREEMENT WITH NATIONAL CHURCH RESIDENCE AND UPPER ARLINGTON SCHOOLS

WHEREAS, National Church Residences (NCR) is the nation's largest non-profit developer of senior living and one of the top three private employers in the City of Upper Arlington; and

WHEREAS, NCR has been part of the Upper Arlington community for over forty years, but its current property is underutilized and has exceeded its useful life; and

WHEREAS, NCR has proposed an $85.5 million investment in the redevelopment of its corporate campus, including a thirty-year lease for its corporate offices, a payroll threshold commitment for twelve years, and the addition of senior housing to meet identified community needs; and

WHEREAS, this redevelopment will retain and grow a top private taxpayer, enhance the economic vitality of the Henderson Road corridor, and align with both the City's economic development objectives and the Envision Henderson plan; and

WHEREAS, NCR and the City have engaged in significant community outreach regarding the project, including multiple community and public meetings, including the Board of Zoning and Planning (BZAP), Upper Arlington School Board, and engagement with the Concord Village Area Association; and

WHEREAS, the City desires to support this redevelopment through a development agreement and incentive structure to close financing gaps and ensure the project proceeds.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The City Manager is hereby authorized to execute a Development Agreement with National Church Residences (NCR) and Upper Arlington Schools in a form substantially similar to that attached hereto as Exhibit A, to facilitate NCR's corporate campus redevelopment project.

SECTION 2. The City Manager, Finance Director, and City Attorney are hereby authorized to take all actions necessary to enter into, implement, and administer the contract, including the execution of all documents and amendments, provided such actions are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect 30 days after passage.

TAX INCENTIVE, DEVELOPMENT, AND SCHOOL COMPENSATION AGREEMENT

This Tax Incentive, Development, and School Compensation Agreement (the "Agreement"), is made and entered into as of this ____ day of ____________, 2025, by and among the CITY OF UPPER ARLINGTON, Ohio, a municipal corporation organized and existing under the constitution and the laws of the State of Ohio and its Charter (the "City"), the UPPER ARLINGTON CITY SCHOOL DISTRICT, an Ohio public school district organized and existing under the laws of the State of Ohio (the "School District"), and the NATIONAL CHURCH RESIDENCES, an Ohio nonprofit corporation with offices located in Upper Arlington, Ohio (the "Developer"). The parties, including the City, the School District, and the Developer, are sometimes referred to herein as "Party," in the singular, or "Parties," in the plural.

W I T N E S S E T H:

WHEREAS, Developer is pursuing the redevelopment of approximately 7.53 acres of real property comprised of four parcels, specifically Franklin County Auditor Parcel Id Nos. 070-013865-00, 070-013864-00, 070-013863-00, and 070-013862-00 currently addressed as 2245, 2335, and 2233 North Bank Drive, Upper Arlington, Ohio 43220, as depicted and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Development Site"). The Developer intends to develop or cause the development of the Development Site in multiple phases for commercial, residential and recreational uses, including office, senior living apartments, and senior housing (the "Development"); and

WHEREAS, construction of the Development, within the meaning of this Agreement, will occur in three phases, Phase I, Phase II, and Phase III; and

WHEREAS, as part of the Development, Developer has agreed to undertake, or cause to be undertaken, the Lake and Waterfront Improvements, as such term is defined herein; and

WHEREAS, construction of Phase I, Phase II, Phase III, and the Lake and Waterfront Improvements will occur on separate parcels that the Developer, as the current owner of the Development Site anticipates replatting as generally depicted on Exhibit B attached hereto and made a part hereof (the "Replatting") as follows: (i) a parcel for Phase I containing approximately 1.31 acres (the "Phase I Parcel"), (ii) a parcel for Phase II containing approximately 1.63 acres (the "Phase II Parcel"), (iii) a parcel for Phase III containing approximately 2.46 acres (the "Phase III Parcel"), and (iv) a parcel that will incorporate the Developer's ownership portion of that certain lake containing approximately 2.1 acres located immediately south of the proposed Development as well as a buffer surrounding the Lake (the lake and the buffer together, the "Lake Parcel," and together with the Phase I Parcel, the Phase II Parcel, and the Phase III Parcel, the "Development Parcels"), which buffer shall be of sufficient size as to accommodate the Lake and Waterfront Improvements; and

WHEREAS, the proposed improvements for Phase I are anticipated to include an approximately 57,000 square foot commercial office building integrated with approximately 163 spaces of structured parking at the on the Phase I Parcel [square footage and number of parking spaces will be modified to reflect approvals obtained at City BZAP meeting held on 9/17/25] (the "Phase I Improvements"); and

WHEREAS, the proposed improvements for Phase II are anticipated to include age-restricted, senior-living apartments and parking spaces, including covered parking spaces and surface parking, as approved by the City's Board of Zoning and Planning (the "Phase II Improvements"); and

WHEREAS, the proposed improvements for Phase III are anticipated to include age-restricted, senior housing and parking spaces, including covered parking spaces and surface parking, as approved by the City's Board of Zoning and Planning (the "Phase III Improvements"); and

WHEREAS, the Parties anticipate that a fourth-party company, currently anticipated to be Daimler Group, Inc., an Ohio corporation, or its affiliate, will acquire the Phase I Parcel from the Developer and lease the office space built thereon to the Developer for a period of not less than [30] years; and

WHEREAS, the Developer or an affiliate thereof will retain ownership of the Phase II Parcel and Phase III Parcel, and the Developer shall convey the Lake Parcel to the City after the Developer completes the Phase I Improvements, the Phase II Improvements, and the Lake and Waterfront Improvements; and

WHEREAS, pursuant to O.R.C. Section 5709.41, the City may declare to be a public purpose, and therefore subject to the TIF Exemption, any improvement to a parcel of real property that the City held fee title to prior to the adoption of the TIF and which the City conveyed to any person either before or after adoption of the TIF; and

WHEREAS, the City anticipates that it will accept conveyance of the Development Site from the Developer and immediately reconvey the Property back to the Developer in order to qualify the commercial portion of Development as being for a public purpose; and

WHEREAS, subject to the terms and conditions herein, the City plans to establish a tax increment financing program pursuant to Ohio Revised Code ("O.R.C.") Sections 5709.40, 5709.41, 5709.42, and 5709.43 (collectively, the "TIF Statutes") with respect to the Development Site (the "TIF");

WHEREAS, the City intends to structure the TIF as a parcel-by-parcel tax increment financing program, whereby the TIF Exemption applies separately to each parcel comprising the Development Site (specifically, the Phase I Parcel, Phase II Parcel, and Phase III Parcel), with each parcel having its own independent 30-year TIF exemption period; and

WHEREAS, in order to assist the Developer in paying for the costs of constructing certain costs associated with parking facilities, commercial offices, and publicly accessible green space, the City intends to grant the Developer $1,000,000.00 from its Economic Development Fund toward such costs (the "Grant") as further provided herein; and

WHEREAS, on [__________ ___, 2025], the Board of Education of the School District adopted a resolution granting its approval of the TIF Exemption and authorizing this Agreement, and waived any further requirements of the TIF Statutes and Sections 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City execute and deliver this Agreement; and

WHEREAS, to facilitate the construction of the Development and to compensate the School District for a portion of the real property taxes that the School District would have received had the Development Site been improved and not been exempted from taxation, the Parties have determined to enter into this Agreement, which Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District; and

WHEREAS, on [__________ ___, 2025], the City Council for the City (the "City Council") passed Ordinance No. _________ authorizing the execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the premises and covenants contained herein and for other good and valuable consideration, and to induce the Developer to proceed with the development of the Development Site, among other purposes, the Parties hereto agree as follows:

Section 1. **Definitions.** In addition to the other terms defined in this Agreement, as used in this Agreement, the following terms shall have the meanings set forth below:

"Age Restriction" means housing units the occupancy of which is limited to households in which the head of household is aged 55 years or older. For purposes hereof, "head of household" shall mean the primary adult member of the household responsible for meeting age eligibility requirements and may include co-head (e.g. a spouse).

"Annual Amounts" means, for any year while the TIF Bonds are outstanding, principal and interest payments with respect to the TIF Bonds, required deposits to the reserve fund for the TIF Bonds, and administrative expenses, including TIF administrator, issuer and trustee fees related to the TIF Bonds.

"Base Compensation Amount" means, in any year while the TIF Exemption is in effect, solely from Service Payments actually received by the City, the sum of (i), (ii), and (iii) below:

(i) an amount determined using the formula:

20% times (a) divided by (b) times the Service Payments received in that year, where:

(a) = the School District effective millage rate for that year (using the class 1 effective millage rate or the class 2 effective millage rate, depending on the classification of such parcel comprising the Development Site),

(b) = the total effective millage rate for that year (using the class 1 effective millage rate or the class 2 effective millage rate, depending on the classification such parcel comprising the Development Site).

(ii) the amount, if any, needed to increase the amount due under subpart (i) to the Current Building Value School District Taxes for that year.

(iii) the Tax Increase Amount, if any.

“Base Value” means the assessed value of any parcel within the Development Site for the tax year immediately preceding the tax year in which the TIF Exemption for such parcel commences.

“Current Building Value School District Taxes” means, for each of calendar year 2026 through and including 2030, the amount of $133,515.67, and thereafter increasing every three years by three percent (3%). For example, the Current Building Value School District Taxes for each of 2031, 2032, and 2033 would be $137,521.14.

“Improvements” includes any improvements to the Development Site declared to be a public purpose under O.R.C. Section 5709.40(C) or O.R.C. Section 5709.41(B), as applicable, and therefore subject to the TIF Exemption, which the Parties anticipate will include the Development. Any increase in value with respect to any parcel comprising a portion of the Development Site shall be considered an Improvement.

“Lake and Waterfront Improvements” means those certain improvements along the northern portion of the lake and waterfront areas to the immediate south of the proposed Development, and within the current boundaries of the Development Site, comprised of grading a path no narrower than eleven feet wide, built level with the ground, that will allow for the City to fully construct a shared use path in accordance with City standards for pedestrians, bicycles, and other non-motorized transportation.

“Net Service Payments” means, for any year, the Service Payments less the School Compensation Amount.

“Payroll Threshold One” means a minimum amount of $21,244,676 annual payroll subject to City income tax that is attributable to employees at the Development Site.

“Payroll Threshold Two” means a minimum amount of $26,494,676 annual payroll subject to City income tax that is attributable to employees at the Development Site.

“Pledged Revenue” means the Service Payments less (i) the Base Compensation Amount and (ii) 50% of any Service Payments remaining after Annual Amount.

“School Compensation Amount” means the Base Compensation Amount and the Supplemental Compensation Amount.

“Service Payments” means the amounts actually received by the City as service payments in lieu of taxes with respect to the Improvements including any related property tax rollback payments received with respect to the Improvements pursuant to Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, or any successor provisions thereto, as the same may be amended from time to time, and any penalties and interest received by the City with respect to the Improvements as a result of the delinquent payment of such Service Payments.

“Supplemental Compensation Amount” means, in any year, an amount equal to seventy percent (70%) of the Service Payments remaining after the payment of the Base Compensation Amount, the Annual Amounts, and the Turbo Payment.

“Tax Increase Amount” means, for each year that this Agreement is in effect, the portion, if any, of the Service Payments derived from (i) additional property tax levies approved by the voters of the School District after December 31, 2025 and any renewals or replacements of such levies and (ii) a replacement levy or a renewal levy with an increase, replacing or renewing, as applicable, a levy in existence on December 31, 2025 to the extent such replacement or renewal levy exceeds the effective tax rate of the levy as it exists immediately prior to being replaced or renewed; provided, however, that an additional property tax levy approved by the voters of the School District within one year of the expiration or discontinuance of a then-existing levy shall not be treated as an additional levy unless the expiring or discontinued levy is a levy described in clause (i) above.

“TIF Bonds” means the special revenue bonds, to be issued by the Columbus-Franklin County Finance Authority or other issuer, to provide for a deposit into the project fund for the TIF Project, in an amount not greater than the TIF Project Funding Amount. As used in this Agreement, “TIF Bonds” includes any obligations issued to refund the TIF Bonds.

“TIF Exemption” means the exemptions from real property taxes that the City intends to implement pursuant to the TIF Ordinance with respect to the Development Site that are either (a) with respect to any parcel comprising the Development Site that is a “parcel that is used or to be used for residential purposes” as defined in O.R.C. Section 5709.40(B), pursuant to O.R.C Section 5709.40(C), or (b) with respect to any other parcel comprising the Development Site, pursuant to O.R.C. Section 5709.41.

“TIF Ordinance” means the ordinance or ordinances to be passed by the City Council granting the TIF Exemption with respect to the Development Site.

“TIF Project” means, (a) with respect to any parcel comprising the Development Site that is a “parcel that is used or to be used for residential purposes” as defined in O.R.C. Section 5709.40(B), “public infrastructure improvements” (as such term is defined in O.R.C. Section 5709.40(A)(8)), and (b) with respect to any other parcel comprising the Development Site (provided the requirements set forth in O.R.C. Section 5709.41 have been satisfied), any expenses associated with the Development.

“TIF Project Funding Amount” means the amount of $11,300,001.00.

“Turbo Payment” means, in any year, from Service Payments remaining after payment of the Base Compensation Amount and the Annual Amount, fifty percent (50%) of such remaining Service Payments, which amount shall be applied to the redemption of the TIF Bonds.

Section 2. **Developer’s Agreement to Develop the Development Site.** In consideration of the City’s commitment to make available for the Development Site those tax incentives authorized under the TIF Statutes and described in this Agreement, Developer agrees to complete the Phase I Improvements, the Phase II Improvements, and the Lake and Waterfront Improvements. The Developer intends, but is not obligated under this Agreement, to pursue the Phase III Improvements.

(a) Phase I Improvements. The Phase I Improvements will involve demolition of existing structures (the “Phase I Demolition”) and construction of the Phase I Improvements. For the Phase I Parcel, the Developer shall, within the period required by law and in any event prior to the creation of the TIF Exemption for the Phase I Parcel, file a DTE-26 Form with the Franklin County Auditor for the Phase I Parcel, which filing shall completely and accurately describe the valuation deduction to said parcel resulting from the Phase I Demolition. Subject to Section 2(d), Developer shall complete the Phase I Improvements (as evidenced by the issuance of a certificate of occupancy), by not later than January 1, 2029.

(b) Phase II Improvements. The Phase II Improvements will involve demolition of existing structures (the “Phase II Demolition”) and construction of the Phase II Improvements. For the Phase II Parcel, the Developer shall, within the period required by law and in any event prior to the creation of the TIF Exemption for the Phase II Parcel, file a DTE-26 Form with the Franklin County Auditor for the Phase II Parcel, which filing shall completely and accurately describe the valuation deduction to said parcel resulting from the Phase II Demolition. Developer shall complete the Phase II Improvements (as evidenced by the issuance of a certificate of occupancy), by not later than January 1, 2030.

(c) Phase III Improvements. In the event the Developer pursues the development of the Phase III Parcel involving demolition of existing structures on such parcel (the “Phase III Demolition”), the Developer shall, within the period required by law and in any event prior to the creation of the TIF Exemption for the Phase III Parcel, file a DTE-26 Form with the Franklin County Auditor for the Phase III Parcel, which filing shall completely and accurately describe the valuation deduction to said parcel resulting from the Phase III Demolition. No DTE-26 Form shall be required for the Phase III Parcel if Developer conveys the Phase III Parcel without pursuing demolition or development.

(d) Collaboration on Development Deadlines. In the event that Developer fails to complete the Phase I Improvements by January 1, 2029 or the Phase II Improvements by January 1, 2030, as evidenced by the issuance of a certificate of occupancy for the respective phase, such failure shall not constitute a breach of this Agreement. Instead, the City and the Developer shall engage in good faith discussions to develop a plan to ensure the expeditious completion of the Phase I Improvements or the Phase II Improvements, whichever has not been timely completed. The City and the Developer shall work collaboratively to address any delays and facilitate the prompt completion of the applicable phase.

(e) Minimum Investment. The minimum investment involving the real estate improvements is currently estimated for Phase I, Phase II, and Phase III, respectively, to be: (a) $16,500,000.00 for Phase I, $18,000,000.00 for Phase II, totaling a $34,500,000.00 minimum investment for Phase I and Phase II, and (b) $34,000,000.00 for Phase III.

(f) Age Restriction. 90% of the apartments and other housing to be provided in connection with each of the Phase II Improvements and the Phase III Improvements (if the Phase III Parcel is developed by Developer or an affiliate to which Developer conveys the Phase III Parcel as described in Section 6) shall be subject to the Age Restriction; provided, however, if the Developer conveys the Phase II Parcel or the Phase III Parcel and such parcel is not conveyed subject to the Age Restriction, the TIF Exemption will not be added to those parcels.

The Developer shall record a deed restriction in the real property records for the Phase II Parcel to subject such parcel to the Age Restriction, provided that such restriction shall not be recorded prior to the creation of the TIF Exemption for the Phase II Parcel, and the restriction shall remain in effect only for the duration of the TIF Exemption for the Phase II Parcel.

The Developer shall also record a deed restriction in the real property records for the Phase III Parcel to subject such parcel to the Age Restriction, provided that such restriction shall not be recorded prior to Developer's determination to develop Phase III with the Phase III Improvements, and in no event prior to the creation of the TIF Exemption for the Phase III Parcel. The Developer's determination to develop the Phase III Parcel shall be evidenced by the submission of final development plans for the Phase III Improvements to the City's Board of Zoning and Planning. Any such deed restriction recorded for the Phase III Parcel shall remain in effect only for the duration of the TIF Exemption for the Phase III Parcel.

(g) Jobs and Payroll. The Developer must satisfy Payroll Threshold One for the first four (4) calendar years following issuance of the certificate of occupancy on the Phase I Improvements. For calendar years five (5) through twelve (12) following issuance of the certificate of occupancy on the Phase I Improvements, Developer must satisfy Payroll Threshold Two (both of which requirements are together referred to herein as the "Minimum Payroll Requirement"). For the avoidance of doubt, jobs added by tenants or sub-tenants of Developer may be counted towards the satisfaction of the Minimum Payroll Requirement. In the event that the Developer fails to meet the Minimum Payroll Requirement for any year during the 12-year measuring period, the Developer shall include with the Annual Payroll Compliance Report described below, a payment to the City equal to the difference between the income taxes that would have been collected by the City in that year if Developer had satisfied the Payroll Threshold and the actual income taxes collected by the City in that year from employees working in the Development.

For so long as the Minimum Payroll Requirement and any TIF Exemption granted hereunder is in effect, the Developer shall, within 45 days following the end of each calendar year, submit to the Finance Director of the City an annual report including information from the calendar year just ended (the "Annual Payroll Compliance Report"). The Annual Payroll Compliance Report shall include the payroll for all jobs in the Development and the payroll taxes paid to the

City by the employees holding such jobs. The Annual Payroll Compliance Report shall include such additional detail as the Finance Director reasonably requests.

(h) Lakefront and Waterfront Improvements. In constructing the Lakefront and Waterfront Improvements, the Developer shall comply with Ohio's prevailing wage laws applicable to public improvements financed in whole or in part by public funds, including without limitation Chapter 4115 of the Ohio Revised Code and all regulations promulgated thereunder. Not less than sixty (60) days prior to the commencement of construction, the City or Developer, as applicable, shall provide written notice to the other of its intent to construct any land-based recreation elements on the Lakefront and Waterfront Improvements.

(i) Parking Requirements. Upon execution of this Agreement, all existing shared parking agreements will be cancelled and be replaced by an agreement that provides the public with a minimum of 68 public parking spaces ("Minimum Parking Spaces") as well as all reasonably necessary access easements for the public to access the Minimum Parking Spaces and the Lakefront and Waterfront Improvements. Among the total parking spaces located on the Development Site, the Minimum Parking Spaces shall be located within a reasonable proximity to that certain Northwest Park to the west of the Development Site. If the Developer or its successor-in-interest demolishes a parking structure or otherwise alters the Development Site in such a way that the total parking spaces no longer equal the required Minimum Parking Spaces, the Developer shall construct new parking spaces in sufficient number to satisfy the required Minimum Parking Spaces. The Developer shall add way finding and signage to direct drivers to public parking spaces at the Development. The reasonableness of such way-finding and parking signage shall consider, without limitation, the type, frequency, prominence, and accuracy of such signage. The parking signage shall include, without limitation, conspicuous signage on the outside of the parking garage indicating the garage provides public parking.

(j) Transfer of the Lake Parcel. Following the completion of the Lake and Waterfront Improvements, Developer will transfer the Lake Parcel to the City, at no cost to the City and by general warranty deed, following either the completion of the Phase II Improvements or the Phase III Improvements, as determined by Developer. In connection with such conveyance, Developer will provide any and all documentation related to the condition of the Lake Parcel and ensure that all regular maintenance is up to date as of the date of the transfer.

(k) Developer Partnership with School District. Developer agrees to cooperate and partner with the School District through its best efforts to enrich the experiences of the students, staff, and administration of the School District and the operations of the School District.

Section 3. **Tax Increment Financing**. Subject to the contingencies set forth in Section 4 hereof, the City Manager shall submit for City Council approval the TIF Ordinance establishing a parcel-by-parcel tax increment financing program with respect to the Development Site. The TIF Exemption shall provide a one hundred percent (100%) exemption from real property taxes on the value of the Improvements for a period of thirty (30) years for each parcel (the "TIF Exemption Period"). The TIF Exemption shall apply separately to each parcel comprising the Development Site (specifically, the Phase I Parcel, Phase II Parcel, and Phase III Parcel, if developed by Developer with the Phase III Improvements), and the TIF Exemption Period for each parcel shall commence in the tax year in which the Franklin County Auditor determines that the assessed value of such parcel has increased by at least $2,000,000 as a result of the construction of vertical improvements on that parcel (the "Valuation Trigger"), such that each parcel has an independent TIF Exemption Period; provided, however, in no event shall the TIF Exemption commence with respect to the Phase I Parcel earlier than tax year 2027. Pursuant to and in accordance with the TIF Statutes, the City anticipates, and the TIF Ordinance shall require, that current and future owner(s) or occupant(s) of the Development Site shall make annual service payments in lieu of taxes with respect to any Improvement thereto to the Franklin County Treasurer. The Service Payments will be used to pay the Annual Amounts, the School Compensation Amount, and the Turbo Payment. Upon issuance of the TIF Bonds, the City hereby irrevocably pledges the Pledged Revenues received in any year to the payment of the Annual Amounts and the Turbo Payment for the TIF Bonds, which pledge shall remain in effect until the earlier of (a) the date such TIF Bonds are fully repaid or defeased or (b) the TIF Exemption expires. This irrevocable pledge shall be reflected in the TIF Ordinance and the TIF Agreement (as defined hereinbelow), if applicable. Any Service Payments remaining after (x) the TIF Bonds have been paid in full, or (y) the expiration of the TIF Exemption, whichever comes first, shall be transferred to the City's general fund.

In furtherance of the preceding paragraph, Service Payments received annually by the City shall be applied each year, not later than September 15th of each year, in the following priority:

(a) First, to the Base Compensation Amount, which shall be paid to School District;
(b) Second, to the Annual Amounts due in that year;
(c) Third, 50% of the remaining Service Payments to the Turbo Payment for that year; and
(d) Fourth, the remaining Service Payments to the School District (70%) and the City (30%).

Section 4. **City's Contingent Agreement to Provide Incentives.** As consideration for the Developer's commitment to construct the Phase I Improvements, the Phase II Improvements, and the Lake and Waterfront Improvements, but subject to the Incentive Contingencies set forth below, the City Manager shall submit the TIF Ordinance for City Council approval legislation enacting the TIF pursuant to the TIF Statutes, which TIF Ordinance shall be consistent with the terms and in furtherance of this Agreement. The City shall, if necessary, enter into an agreement with the Developer, or its successors and assigns, and any other necessary parties to such agreement, in such form reasonably acceptable to such parties (the "TIF Agreement").

Additionally, as further consideration for Developer's commitment to construct the Phase I Improvements, the Phase II Improvements, and the Lake and Waterfront Improvements, the City agrees to provide for the Grant, subject to the terms of an agreement, in such form reasonably acceptable to the City and Developer, outlining the City's contribution of the $1,000,000 grant (the "Grant Agreement"), which Grant Agreement shall provide that the Grant shall be paid to the Developer promptly following the completion of the Phase I Improvements (as evidenced by the issuance of a certificate of occupancy for the Phase I Improvements) and the Developer's delivery of an affidavit to the City signed by an officer of Developer stating that Developer's staff is in the process relocating back to the Phase I Improvements and the time frame within which such relocation will be completed, not to exceed six months. If the Developer does not substantially complete the Phase III Improvements on or before May 1, 2032, the Developer shall repay of one-third (1/3) of the Grant by such date.

In addition to any other conditions contained in this Agreement, (i) the obligation of the City to assign the Net Service Payments for the payment of TIF Bonds, (ii) the commitment of the City to pay the Grant to the Developer, and (iii) the obligation of the Developer to commence work upon each designated parcel of the Development (including the Phase I Parcel, Phase II Parcel, Phase III Parcel, and Lake Parcel) is contingent upon the satisfaction of all of the contingencies described in this section (the "Incentive Contingencies") for the respective parcel. Each of the agreements, evidence or other document required to be submitted to satisfy an Incentive Contingency for a specific parcel must be in form and substance reasonably acceptable to City in order for the Incentive Contingency to be satisfied for that parcel. The Parties will proceed diligently and in good faith to pursue the satisfaction of the Incentive Contingencies for each parcel in a timely and coordinated manner intended to result in the timely construction of the Development on a parcel-by-parcel basis. The Parties will coordinate their efforts to pursue the satisfaction of the Incentive Contingencies for each parcel in a logical order intended to result in the satisfaction of all of the Incentive Contingencies as soon as practical for each parcel. From time to time, at the request of the Developer, the City shall confirm the satisfaction, waiver or failure of any of the Incentive Contingencies for each parcel which have been satisfied, waived or have not been met.

(a) Development Requirements. For each parcel (Phase I Parcel, Phase II Parcel, Phase III Parcel, and Lake Parcel), the City shall have certified that the Development on that parcel complies with the City's Codified Ordinances and the development regulations of the City in effect at the time the final development plans for that parcel are submitted to the Board of Zoning and Planning.

(b) Survey; Replatting. For each parcel (Phase I Parcel, Phase II Parcel, Phase III Parcel, and Lake Parcel), the Developer shall have provided to the City an ALTA survey, certified to the City, with respect to that parcel. In addition, the Replatting of the Phase I Parcel, the Phase II Parcel, the Phase III Parcel, and the Lake Parcel shall have occurred prior to the commencement of construction on that parcel.

(c) Conveyance of the Lake Parcel to City. The Developer shall complete the transfer of the Lake Parcel to the City as provided in Section 2(i) hereof.

(d) Permits. For each parcel (Phase I Parcel, Phase II Parcel, Phase III Parcel, and Lake Parcel), the Developer shall have obtained all permits required by all authorities having jurisdiction for the development of that parcel that must be obtained prior to commencement of construction on that parcel.

Section 5. **School District Compensation.**

(a) School District Approval and Agreement. In consideration of the compensation to be provided to it under this Agreement, the School District hereby approves the TIF Exemption in the amount of up to 100% for up to 30 years.

(b) Compensation Payments to School District. The parties agree that, as consideration for the School District's agreement to approve the TIF Exemption, the City shall pay to the School District, solely out of Service Payments received by the City, (i) within 30 days following receipt by the City of each semiannual real property tax settlement, an amount equal to the Base Compensation Amount, and (ii) not later than September 15th, the Supplemental Compensation Amount.

(c) Payment of School Compensation Amounts. Annually, the City shall calculate the School Compensation Amount and Net Service Payments payable pursuant to this Agreement and shall provide to the School District and the Developer a copy of such calculation, together with the amount then due to the School District, by the dates specified in paragraph (b) of this Section 5. For purposes of calculating the School Compensation Amount, the City shall track Service Payments received from each parcel comprising the Development Site separately, reflecting the parcel-by-parcel TIF structure, and shall include in the certificate provided to the School District a breakdown of Service Payments by parcel. In the event that the City fails to transmit the compensation payments to the School District within the times specified in paragraph (b) of this Section 6, and following notice and reasonable opportunity to cure, the City fails to make such payment, then such unpaid amount (the "Overdue School Compensation") shall bear interest from the end of the time when payment was due until the date paid at a rate equal to seven percent (7.0%) per year (to be calculated on the basis of a three hundred sixty (360) day year and the actual number of days elapsed), which interest shall be paid at the same time as the Overdue School Compensation is paid to the School District. All compensation payments required to be made to the School District under this Agreement shall be made without demand or invoice by the School District. Each compensation payment, when paid, shall be accompanied by a certificate of the Finance Director of the City certifying the total amount of Service Payments received by the City in that year, the calculation of the compensation payment then being paid, the calculation of the Annual Amounts, and the cumulative deposits of Service Payments into the City's municipal public improvement tax increment equivalent fund created by the TIF Ordinance.

(d) Term of City Obligations to School District; No Other Compensation. The City's obligation to the School District under this Section 6 shall commence on the date of the passage of the TIF Ordinance and shall expire on December 31st of the year in which the last Service Payment related to the TIF Exemption is received by the City. Except for the payments and consideration provided by this Agreement, the School District shall not be entitled to any other compensation from the City, whether pursuant to Section 5709.82 of the Ohio Revised Code or otherwise, in connection with the TIF Exemption.

(e) Waiver of Notice, Defects and Irregularities. The School District hereby waives any right to receive notification of the passage of the TIF Ordinance or legislation authorizing the TIF Exemption or the filing of any related application for a real property tax exemption whether pursuant to Sections 5709.40, 5709.41, 5709.82, 5709.83 or 5715.27 or any other applicable provision of the Ohio Revised Code with respect to the Developer Site. Further, the School District waives any defects or irregularities relating to the TIF Exemption.

(f) Validity of TIF Exemption. The School District agrees that it will not contest any application for a real property tax exemption which is filed in connection with the TIF Exemption.

(g) Contest of School Compensation Payments. In the event the School District disputes the amount of the school compensation payments due under this Agreement, the School District shall certify, within thirty (30) days of receiving the certificate of the Finance Director of the City required by paragraph (c) of this Section, with respect to the payment of the compensation payments disputed, the basis for the dispute and the amount that the School District claims is the correct amount of compensation payments to be paid to the School District. Within ten (10) days thereafter, the City and the School District shall meet to discuss and resolve the dispute. In the event the City and the School District are unable to mutually agree on the amount of compensation payments, the City shall, within fifteen (15) days thereafter, pay the amount that it has, in good faith, determined is due under this Agreement; provided that nothing contained in this subsection shall limit the School District's ability, after payment and receipt of such compensation payments, to seek recovery of amounts deemed underpaid. The Developer may participate in the dispute resolution process outlined herein as an observer.

(h) Agreement Not to Contest Base Value. The Parties agree that the provisions of this Agreement and the expectations and representations of the Parties herein are based upon an understanding that the value of each parcel will be calculated based on the increase in the assessed value of a parcel over the Base Value were it not for the TIF Exemption, which increase will first appear on the tax list and duplicate of real and public utility property in a tax year determined in accordance with the TIF Ordinance and commencing after the effective date of the TIF Ordinance. The School District agrees not to file a complaint with the board of revision with respect to any parcel comprising the Development Site, or otherwise take any action, that will have the effect of increasing the Base Value for any parcel comprising the Development Site. Further, the School District agrees that, in the event that it is made a party to any action that would have the effect of increasing the Base Value for any parcel comprising the Development Site, it will not agree or consent to any such position unless required to do so by law.

Section 6. **Successors and Assignments.** This Agreement shall be binding upon the Developer, the City and their respective beneficiaries, successors and assigns upon the Developer taking title to the Development Site. Except as provided herein, the Developer may not assign the Development Site, or any portion thereof, and applicable rights and obligations under this Agreement without the City's written consent, in the City's sole discretion. Notwithstanding the foregoing, the Developer may convey the Phase I Parcel to a fourth-party company, currently anticipated to be Daimler Group, Inc., an Ohio corporation, or its affiliate, for the purpose of constructing and partially financing the Phase I Improvements, provided that the Developer enters into a long-term leaseback agreement with such fourth-party company for the Phase I Improvements and such conveyance shall not relieve the Developer of its obligations under this Agreement unless otherwise agreed in writing by the City.

Additionally, subject to the limitations set forth in this Agreement, Developer may convey the Phase I Parcel, the Phase II Parcel, and/or the Phase III Parcel to a single-purpose affiliate formed for the purpose of owning and developing such parcel(s) in the manner described in this Agreement, provided that (a) Developer provides written notice to the City at least thirty (30) days prior to such conveyance, including details of the single-purpose affiliate and the proposed conveyance, (b) such assignee agrees to be bound by this Agreement, and (c) such conveyance shall not relieve Developer or such assignee of any of its obligations under this Agreement, unless otherwise agreed in writing by the City. If the Developer does not develop the Phase III Parcel and conveys the property to another entity, the requirements of the City's Unified Development Ordinance ("UDO") Article 5.03(A) for the inclusion of office or other permitted uses will be considered to have been met by Phase I. All other requirements of the UDO will apply to any third-party transferees.

Section 7. **Events of Default and Remedies for Default.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by any Party hereto, such defaulting Party shall, upon written notice from any non-defaulting Party, proceed immediately to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the defaulting Party shall upon written notice from any non-defaulting Party commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved non-defaulting Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting Party. In addition to the other remedies provided herein, if the Developer fails to perform its obligations under this Agreement, and such failure continues uncured beyond the applicable cure period provided in this Section (including any extensions for defaults not curable within thirty (30) days), the City may (but shall not be obligated to) perform such obligations on behalf of the Developer. The Developer shall reimburse the City for all reasonable costs and expenses incurred in connection therewith within ten (10) days of written demand.

Section 8. **Agreement Binding on Parties; No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of the City or the School District in other than their official capacity or any individual person who is an officer, director, employee, or shareholder of the Developer other than in their capacity as an officer, director, employee, or shareholder. Members of the City Council and the School District's Board of Education, officials of the City and the School District executing this Agreement, and individual persons executing this agreement on behalf of the Developer shall not be liable personally by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 9. **Notices.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. The present addresses of the Parties follow:

(a) To National Church Residences at:

National Church Residences
Attn: Legal Department
2245 North Bank Drive
Columbus, Ohio 43220
Email: legal@nationalchurchresidences.org

With a copy to:

Murray Murphy Moul + Basil LLP
c/o Brian Basil
1114 Dublin Road
Columbus, Ohio 43215
Email: basil@mmmb.com

(b) To the Upper Arlington City School District at:

Upper Arlington City School District
1950 N. Mallway Drive
Upper Arlington, OH 43221
Attention: Treasurer

With a copy to:

Frost Brown Todd LLP
10 W. Broad Street, Suite 2300
Columbus, Ohio 43215
Attn: Emmett M. Kelly, Esq.
Email: ekelly@fbtlaw.com

(c) To the City at:

City of Upper Arlington
3600 Tremont Road
Columbus, OH 43221
Attention: City Manager

With a copy to:

Bricker Graydon LLP
100 South Third Street
Columbus, OH 43215
Attention: Price D. Finley, Esq.

Section 10. **Counterparts.** This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 11. **Amendments.** This Agreement may only be amended by written instrument executed by all Parties to this Agreement.

Section 12. **Force Majeure.** Each Party shall be excused from performance of its obligations under this Agreement, including but not limited to construction timelines, payroll requirements, and replatting, for the duration of any delay caused by unforeseeable events beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, pandemics, natural disasters, war, terrorism, government restrictions, labor strikes, or supply chain disruptions (a "Force Majeure Event"). A Force Majeure Event shall not include lack of financial capacity or failure to comply with all applicable City building, zoning, fire or safety codes. Any Party invoking this section shall notify the other Parties within 30 days of a Force Majeure Event, providing documentation of its impact. The applicable deadlines shall be extended by the duration of the Force Majeure Event, provided the invoking Party resumes performance promptly thereafter.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the City, the School District, and the Developer have caused this Agreement to be executed in their respective names by their duly authorized officers, as of the date hereinabove written.

<u>CITY</u>:

CITY OF UPPER ARLINGTON, OHIO

By: ________________________________
Steven R. Schoeny, City Manager

Approved as to Form:

By: ________________________________
Darren Shulman, City Attorney

EXECUTED as of the date first written above.

DEVELOPER:

NATIONAL CHURCH RESIDENCES:

By: ______________________________

Printed: ___________________________

Title: _____________________________

[Developer Signature Page of Tax Incentive, Development, and School Compensation Agreement]

EXECUTED as of the date first written above.

SCHOOL DISTRICT:

UPPER ARLINGTON CITY SCHOOL DISTRICT

By: ______________________________
Robert Hunt, Ph. D.
Superintendent

By: ______________________________
Andrew L. Geistfeld
Treasurer/Chief Financial Officer

By: ______________________________
Jenny McKenna
President of the Board of Education

[School District Signature Page of Tax Incentive, Development, and School Compensation Agreement]

EXHIBIT A

DEPICTION OF DEVELOPMENT SITE

The following real estate situated in the City of Upper Arlington, County of Franklin, and State of Ohio as depicted and outlined in **red** as follows:

EXHIBIT B

REPLAT

[TO BE INSERTED]

National Church Residences
EXCELLENCE THAT TRANSFORMS LIVES

August 20, 2025

City Council Members
The City of Upper Arlington
3600 Tremont Road, Upper Arlington, OH 43221

RE: National Church Residences Campus Re-envisioning; Listening and Responding

The purpose of this correspondence is to provide further information regarding National Church Residences' re-envisioning of its corporate campus on North Bank Drive and our ongoing efforts to incorporate community input. National Church Residences has submitted for, and is seeking approval of, a Major Site Plan for the campus redevelopment. It's been a long-term goal to live out our mission by co-locating senior housing with our corporate office in order to create a campus where corporate employees can regularly interact with the seniors we serve.

OVERVIEW & HISTORY: The location of our existing campus is within an outdated suburban office park adjacent to a residential area. We have leaned into engaging with our neighbors and city staff in this re-envisioning process. We began listening to resident comments three years ago during the PMOD rezoning process. We participated in the Envision Henderson planning process listening to community feedback and the future desires for Henderson Road. We also reviewed the Upper Arlington Housing Market Detailed Analysis published earlier this year. The feedback received over the past several years, coupled with the facts of the housing study, provided the foundation of the campus masterplan.

INITIAL PLAN PRROPOSAL: The re-envisioned campus plan provides a high-quality design addressing many community goals. The existing dated office buildings directly along the lake are to be demolished and the new buildings are to be located along North Bank Drive away from the lake. The sprawling existing asphalt parking lot(s) are to be largely replaced with structured parking, reducing the on-campus asphalt area by 85% from current conditions. This creates 2.8 acres of green space between the north edge of the lake and the proposed buildings. In addition, the designers have incorporated premium building materials on all rear facing facades in order to respect the sightlines for our neighbors south of the lake.

In June and July, we convened three public community meetings, one dedicated meeting for the members of the Concord Village Home Owners Association, and a meeting with individual homeowners in Concord Village who requested a private meeting with us. In addition, we have had multiple conversations, email exchanges and meetings with various neighbors.

In the spirit of transparency, we launched a landing page on our website dedicated to the campus re-envisioning where we published detailed responses to some of the most frequently asked questions about the project (Campus Re-Envisioned | National Church Residences). We established an email mailing list for publishing ongoing critical updates to subscribers; and responded to questions and comments submitted to us via the website. Our goal in these efforts was to be a "good neighbor" convening a transparent process for the redevelopment of our campus.

CONCORD VILLAGE RESIDENT CONCERNS AND CORRESPONDING DESIGN ELEMENTS & REVISIONS

During this outreach we received positive comments from neighbors in Concord Village and elsewhere appreciative of our community engagement, the thoughtful initial site plan and the proposed significant investment to improve the campus. We also received feedback from neighbors in Concord Village and elsewhere expressing concerns with the proposed redevelopment.

Below is a list of some of the questions and concerns raised at the City Council meeting on August 18th and how these have been addressed or how we are planning on addressing them.

Why is the corporate headquarters building located at the east end of the campus?
We selected the east side of the campus for the corporate headquarters for two key reasons:

1) To minimize traffic on North Bank Drive, benefiting future senior residents and community members accessing Northwest Kiwanis Park; and

2) To maintain the commercial character along Arlington Centre Blvd.

The proposed new office building is too close to the pond and too tall relative to its location.
The existing outdated office building (2233 North Bank Drive) at its easternmost point is only setback 30 feet from the lake. The community has expressed a desire for an increased setback when the new office building is constructed. Our proposal increases the setback to 42.5 feet, meaning the structured parking portion of the new building will be 12.5 feet farther back from the lake than the current building. In addition, we have "laddered" the new office building away from Concord Village with the third and fourth floors (office space) set back an additional 18 feet (placing the two floors of office 60.5 feet from the lake – twice as far from lake as the current structure).

We acknowledge that residents have requested the relocation of a utility easement (on the north side of the office building) to allow for the office building to be pulled back even further from the pond. While this decision ultimately rests with the city, National Church Residences has explored the option in consultation with city officials and determined that relocating the public utility presents significant challenges due to cost constraints and the extent of disruption it would cause.

Can the design of the new office building third and fourth floor balconies be changed to reduce their visual prominence?
In direct response to recent community feedback and meetings with Concord Village residents living on the eastern side of the lake, a revised design of the corporate headquarters building will be submitted to the city. This updated design will remove the roof structures over the south facing balconies therefore significantly reducing the visual prominence of the south facing balconies.

Can the balconies on the southern end of the middle residential building be excluded?
Concord Village residents have raised concerns that the existence of balconies on the southern end of the middle residential building would create privacy concerns for them. In direct response to this feedback, balconies on the south end of the middle residential building will be excluded.

What trees and landscaping will be provided between the lake and corporate headquarters building?

The existing mature trees (coniferous and deciduous) along the north side of the lake will be retained. As a direct result of the above-mentioned community meetings, National Church Residences will plant additional trees (in accordance with Upper Arlington Parks and Forestry) between the lake and corporate headquarters at the completion of construction.

Can National Church Residences provide offsite landscape screening to those neighbors directly south of the new office building?

During the August 18th City Council meeting, a Concord Village neighbor living on the southeast portion of the lake, at its narrowest point and closest to the proposed new office building, requested National Church Residences provide an allowance of $11,000 for offsite improvements on her property. We are open to reimbursing a reasonable amount of landscape screening on the lots of the current four homeowners (2230, 2240, 2250 and 2260 Concord Village Drive) on the eastern end of the lake closest to the office. We will reach out to them to discuss logistics and agreeable amount(s).

How will rooftop mechanical equipment noise and offsite light concerns be addressed?

All buildings will be constructed to comply with local and state codes. Rooftop mechanical equipment must be less than 60 db. Rooftop units will have variable frequency drives to reduce extra noise at start-up and shut-down. Rooftop equipment will be screened. Cut-off light fixtures will prevent off-site light spillage. South facing windows will be tinted to reduce glare and reflection off the lake. Occupancy sensors will be installed in the corporate headquarters to reduce nighttime interior lighting. The parking garages of the corporate headquarters and residential buildings will provide screening to mitigate light from cars shining to the south (Concord Village).

As a more than 40-year member of the Upper Arlington community, National Church Residences will continue to actively listen to community concerns. We are honored to be the first major development to bring the Envision Henderson project vision to life. We are looking forward to providing a new updated and functional office space for our employees while creating beautiful and dignified living spaces for our future senior residents.

Sincerely,

Matt Rule

Matthew D. Rule, Esq.
Senior Vice President, Housing Development and Asset Management

CC: Upper Arlington City Council
Upper Arlington Board of Zoning and Planning (BZAP)

Authors: Brent Lewis, Finance Department Director

Council Meeting Date: September 8, 2025

Subject/Legislative Item: Resolution No. 9-2025 - A resolution accepting the amounts and rates as determined by the Franklin County Budget Commission, authorizing the necessary tax levies, and certifying them to the Franklin County Auditor *(Munc)*

Purpose: To accept, authorize, and certify the 2026 property tax rates as determined by the Franklin County Budget Commission.

Executive Summary: This is the annual legislation to approve the City's property tax rates.

Purpose and Impact

In June 2025 (Resolution 7-2025), City Council approved the 2026 tax budget. As required, the 2026 tax budget was submitted to the Franklin County Budget Commission for review and establishment of the property tax millage for collection in 2026. After the Budget Commission has reviewed the tax budget, determined the appropriate rates (millage), and determined the projected revenue amounts, a resolution is prepared and then returned to the City Council for authorization of said rates and amounts (Ohio Revised §5705.34). The total millage and projected amounts for 2026 are shown in the attached document. The millage is consistent with the prior year (5.89 mills). A breakdown of the estimated amounts is shown below.

Fund	Estimated 2026	Actual 2025
General Fund	$11,401,997*	$11,318,827
Police/Fire Pension Funds	3,252,964**	3,228,583
Capital Equipment Fund	1,462,616	1,451,953
Total	**$16,117,307**	**$15,999,363**

** $4,088,918 derived from inside millage*
*** $1,755,139 derived from inside millage*

As a reminder, the City's tax levies increase/decrease with a respective change in valuation. The only exception is the voted police/fire pension levy, which is designed to generate a specific dollar amount (approximately $1.4M). Thus, as the valuation fluctuates, the millage of the voted levy is adjusted to generate that dollar amount.

History

This is legislation required annually by ORC 5705.34

Alternatives
N/A

Attachments

1.	Resolution No. 9-2025
2.	Resolution No. 9-2025 Exhibit A

RECORD OF RESOLUTIONS
CITY OF UPPER ARLINGTON
STATE OF OHIO

RESOLUTION NO. 9-2025

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION, AUTHORIZING THE NECESSARY TAX LEVIES, AND CERTIFYING THEM TO THE COUNTY AUDITOR

WHEREAS, this Council in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2026; and

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

SECTION 2. There be and is hereby levied on the tax duplicate of the City of Upper Arlington, the rate of each tax necessary to be levied within and without the ten-mill limitation for tax year 2025 (collection year 2026) pursuant to Exhibit A (attached hereto and incorporated herein).

SECTION 3. The City Clerk is hereby directed to certify a copy of this resolution and to transmit the same to the County Auditor of Franklin County, Ohio.

SECTION 4. This resolution shall take effect immediately upon passage.

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied: Inside 10 Mill Limit	County Auditor's Estimate of Full Tax Rate to Be Levied: Outside 10 Mill Limit
General		$4,088,918.14	1.40	
General Fund Charter	$7,313,078.72			2.50
Bond Retirement				
Bond Retirement Charter				
Police Pension		877,569.45	0.30	
Police Operating				
Fire Pension		877,569.45	0.30	
Fire Operating				
Police/Fire Pension	1,497,824.82			0.89
Capital Improvement Charter	1,462,615.74			0.50
Road & Sidewalk Fund				
TOTAL	$10,273,519.28	$5,844,057.04	2.00	3.89

and be it further

RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

________________________________ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Adopted the ________________ day of ________________________________, 2025.

Attest:

President of Council

Clerk of Council

UPPER ARLINGTON
Franklin County, Ohio.

Authors:	Suzanne Beach, Executive Assistant Brent Lewis, Finance Department Director
Council Meeting Date:	September 8, 2025
Subject/Legislative Item:	Ordinance No. 35-2025 - An ordinance authorizing the continuation of the City's membership in the Central Ohio Risk Management Association (CORMA) self-insurance pool and to authorize expenditures thereto
Purpose:	To renew the City's property and casualty insurance plan and to authorize the necessary expenditure related to the program.
Executive Summary:	This is the annual legislation to approve the City’s participation in CORMA and to authorize the expenditure for the renewal of the property and casualty insurance plan.

Purpose and Impact

Staff requests approval of the ordinance authorizing the City's membership in Central Ohio Risk Management Agency (CORMA) Self-Insurance Pool, Inc. and authorizing the necessary expenditures in an amount not to exceed **$450,000 for the annual contribution** related to such (property and liability insurance premiums, admin fees, etc.).

Insurance maintained through CORMA:

Property	**Casualty**
Commercial Property	Automobile Liability and Physical Damage
Terrorism	General Liability
Excess Property	Law Enforcement Liability
Boiler and Machine	Public Officials/Employment Practice Liability
Inland Marine	
Bridge	

The **participation costs** for 2025/2026 represent a **2.98% decrease** from the prior year. The decrease can be attributed to updated values and allocations, offset by a lower insurance quote.

Several proposed changes to the plan were discussed by the CORMA, including the addition of one new member, but it was ultimately decided that the current coverage is adequate, and no changes to the plan were needed for the upcoming plan year.

It should also be noted that the City does maintain a cyber insurance policy. This policy is outside the scope of CORMA.

History

On October 1, 1997, the City established membership in the Central Ohio Risk Management Agency (CORMA) Self-Insurance Pool, Inc. CORMA was formed pursuant to ORC Section 2744.081. Members consist of the cities of Upper Arlington, Westerville, Pickerington, Dublin, Powell, Grove City, Groveport, Canal Winchester, Grandview Heights, Gahanna, and Hilliard. Each member has two representatives on the Board of Trustees. This Board establishes its own budget, determines its annual rates for its members, and hires its own legal counsel (Isaac Wiles) and third-party administrator/consultant (Wichert Insurance).

Membership in CORMA enables the City to take advantage of any economies to be realized from an insurance pool with other cities and also provides the City with more control over claims than what is normally available with traditional liability insurance coverage. Each year, CORMA's third-party administrator/consultant issues proposals for the upcoming year. The proposals are then presented to the CORMA Board for review, discussion, and a vote.

Each year, as part of the October 1st renewal of CORMA's insurance coverage, the City Council authorizes the expenditures necessary to pay for the City's share of CORMA's expenses for the coming fiscal year. Those expenses include premiums for insurance coverage, contributions to the loss fund, and administrative expenses. Each city's proportionate share is based upon several factors including population, size of safety forces, property values, titled vehicles, ratable expenditures, and four-plus years of claims history.

Alternatives

Attachments

1.	Ordinance No. 35-2025

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 35-2025

TO AUTHORIZE THE CONTINUATION OF THE CITY'S MEMBERSHIP IN THE CENTRAL OHIO RISK MANAGEMENT ASSOCIATION (CORMA) SELF-INSURANCE POOL AND TO AUTHORIZE EXPENDITURES THERETO

WHEREAS, the Central Ohio Risk Management Association Self-Insurance Pool (CORMA) was formed, pursuant to Section 2744.081 of the Ohio Revised Code for the purpose of pooling risk and insurance coverage; and

WHEREAS, the City has been a member of CORMA since its inception in 1997; and

WHEREAS, participating member cities include Upper Arlington, Westerville, Pickerington, Dublin, Powell, Grove City, Groveport, Canal Winchester, Grandview Heights, Gahanna, and Hilliard; and

WHEREAS, membership in CORMA enables the City to take advantage of any economies to be realized from an insurance pool with other cities and also provides the City with more control over claims than is normally available; and

WHEREAS, participation will be effective October 1, 2025, and expire on September 30, 2026; and

WHEREAS, participation costs for 2026 have been reduced by 2.98% from the prior year, due to updated values and allocations, offset by a lower insurance quote; and

WHEREAS, staff recommends that City Council approve participation in the self-insurance pool and approve an amount not to exceed $450,000 for the annual contribution.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Upper Arlington, Ohio:

SECTION 1. City Council hereby approves the City of Upper Arlington's continued participation in the Central Ohio Risk Management Association (CORMA) Self-Insurance Pool through September 30, 2026, and hereby authorizes an expenditure for the annual contribution in an amount not to exceed $450,000.

SECTION 2. The City Manager, City Attorney, and Finance Director are hereby authorized to take all actions necessary for the City's continued participation in CORMA that are not substantially inconsistent with this ordinance.

SECTION 3. This ordinance shall take effect immediately upon passage.