

**2/9/2026 | 6:00 PM**

**Municipal Services Center, Council Chamber  
3600 Tremont Road**

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

**2. Pledge of Allegiance**

**3. Consent Agenda**

- a. Approve February 2, 2026, City Council Meeting Minutes
- b. Resolution No. 1-2026 - To Appoint City Council's Designee for the Purpose of Complying with Ohio Public Records Act Training Requirements
- c. Ordinance No. 3-2026 - To Authorize the City Manager to Enter into Contract with Franklin County Public Health (FCPH) for 2026 Public Health Services

**4. Reports/Presentations**

- a. Update From the City Tree Commission: Urban Tree Canopy
- b. Recreation Program Update

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

- a. Ordinance No. 4-2026 - To Authorize the City Manager to Enter into Contract with Sweet Meadow Farm Drainage for the Renovation of the East Athletic Fields at Northam Park (*Munc*)
- b. Ordinance No. 5-2026 - To Authorize the City Manager to Enter into a Three-Year Contract with Microsoft Corporation for Software Licenses Through Reseller Dell Inc. (*Oldham*)

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

- a. Ordinance No. 7-2026 - To Authorize the City of Upper Arlington, Ohio, to Accept Title to Certain Real Property Located within the City and Immediately Transfer Title Back to the Current Owner for the Purpose of Implementing Tax Increment Financing Pursuant to Ohio Revised Code Section 5709.41 (*Tracy*)

- b. Ordinance No. 8-2026 - To Authorize the City Manager to Enter into Contract with Aqua Pools N Concrete for the Replacement of the Pool Finish at Reed Road Water Park (*Fortkamp*)
- c. Ordinance No. 9-2026 - To Appropriate and Transfer Funds for Human Resources Consulting Services (*Kulewicz*)

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

- a. Ordinance No. 6-2026 - To Amend the Upper Arlington Code of Ordinances to Enact Chapter 161 - Older Adults Advisory Board, Relative to the Administrative Code

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

- a. Ordinance No. 10-2026 - To Amend the 2026 Employee Strength Table for the City Manager's Office to Include a Human Resources Manager Position

**9. City Manager Update**

**10. Adjournment**

**February 2, 2026**

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 6:02 p.m.

**Members Present:** President Ukeme Awakessien Jeter, Vice President Heidi Munc, Nic Fortkamp, John Kulewicz, Laura Oldham, and Ben Tracy

**Staff Present:** City Manager Steven Schoeny, City Attorney Darren Shulman, City Clerk Krystal Grove, Finance Director Brent Lewis, Purchasing Administrator Valerie Piccininni, IT Director Ross Morrow, Community Development Director Chad Gibson, Parks & Recreation Deputy Director Jeff Anderson, Community Affairs Director Emma Speight, Public Service Director Gary Wilfong, Police Chief Keith Hall, and Assistant Fire Chief Mike Bell

**Pledge of Allegiance**

The Pledge of Allegiance was led by Council Member Laura Oldham.

**Consent Agenda**

- a. **Approve City Council Meeting Minutes for December 15, 2025, and January 12, 2026**

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

**Voting Aye:** Munc, Fortkamp, Kulewicz, Oldham, Tracy, and Awakessien Jeter

**Absent:** Walter

**Reports/Presentations**

- a. **Recognition of UAHS Girls Soccer Team**

Vice President Munc presented a formal recognition to the Upper Arlington High School girls soccer team (attached as Exhibit A), congratulating them on their 2025 Ohio High School Athletic

Association Division 1 State Championship. She read a resolution highlighting their 1-0 victory over Cincinnati, noting this was the first state title in program history. The team concluded their season with an outstanding record of 19-1-2. Council extended their appreciation for the pride, recognition, and inspiration this accomplishment brings to Upper Arlington.

### **b. Procurement Update**

Purchasing Administrator Valerie Piccininni presented an update on procurement processes and improvements made since her arrival in 2021 (attached as Exhibit B). She outlined several key accomplishments:

- Updated procurement code
- Championed the increase in the City Manager's purchasing authority to \$150,000
- Created a policy and procedures manual for departments
- Developed standard operating procedures (SOPs) with screenshots for future staff
- Implemented documentation requirements for quotes under \$40,000
- Provided training for departments
- Set up a contract expiration date tracking system in the contract system OnBase

Ms. Piccininni highlighted efforts to increase competition through small business events, resulting in approximately 57 new vendors doing business with the City over the past two years. She also discussed reaching out to women-owned and minority-owned businesses through the Ohio Department of Development's list.

She identified areas for improvement, including the need for a document management system to track the entire procurement process. Future goals include hiring a purchasing assistant (recently approved) and providing quarterly on-site training to departments.

Finance Director Brent Lewis noted the value of having a purchasing professional and emphasized that Ms. Piccininni has been managing this work as a team of one, handling a high volume of bids (82 formal bids in the past year).

Council members inquired about checks and balances in the procurement process, vendor registration procedures, and potential document management solutions. Council President commended Ms. Piccininni's work, particularly in creating more competition and tracking small business, veteran-owned, and women-owned business participation.

### **c. Finance Director Report- December 2025**

Mr. Lewis presented the December 2025 Finance Report (attached as Exhibit C), noting that income tax revenue was 3.5-4% higher than the previous year. He explained that the cash balance had decreased slightly due to capital project spending, which was expected.

Mr. Lewis discussed the reserve policy, noting that funds over the 50% maximum reserve would be transferred to the facilities maintenance reserve and used for capital infrastructure and debt. He reported that the reserve came in approximately \$5 million higher than projected, which would require a budget adjustment. The initial plan is to use these funds to reduce the upcoming bond issuance for 2026-2027 capital improvement projects from approximately \$27-28 million to around \$20-22 million. Additional updates included the upcoming mailing of first-half utility bills, preparation for the 2025 audit, and a reminder that the police and fire pension levy will be on the November ballot.

Mr. Kulewicz asked whether the extra \$5 million could be used to reduce the police and fire pension levy to lower property taxes for residents, expressing concern about potential statewide efforts to abolish property taxes. City Manager Steven Schoeny and Mr. Lewis explained that while technically possible, there were risks involved due to potential legislative changes to pension requirements. They noted that reducing debt service through lower bond issuance provides more future flexibility for ongoing operating expenses like pension payments. Mr. Kulewicz and President Awakessien Jeter noted their concerns about how residents would perceive this.

### **Legislative Items for First Reading/Public Hearing/Council Action**

#### **a. Ordinance No. 1-2026 – To Approve a Plat Amendment for 2521 Charing Road; to Adjust the Parcel Boundaries of Lots 5 and 6 in the Canterbury Woods Subdivision to Create an Additional Lot; and to Amend Plat Language**

Mr. Kulewicz recused himself from deliberations on Ordinance No. 1-2026 and left the Council Chamber at 6:56 p.m.

Community Development Director Chad Gibson presented the plat amendment request for 2521 Charing Road, explaining that the original 1957 plat for Canterbury Woods subdivision included language limiting further subdivision (presentation attached as Exhibit D). The proposal would adjust the boundaries of Lots 5 and 6 to create three lots, all of which would exceed the minimum standards for the R-1C zoning district. Mr. Gibson noted that the application received a positive recommendation from the Board of Zoning and Planning (BZAP) at their January meeting, and no residents spoke about the matter despite notifications being sent to everyone in the subdivision.

Council members asked whether each lot could be developed independently, whether the new homes would be single-family only, and whether there had been any neighborhood concerns. Mr. Gibson confirmed yes, the lots could be developed independently, it was most likely that the homes would be single-family, though duplexes could be permitted as a conditional use. He also noted that there were no neighborhood concerns.

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 1-2026.

Mr. Fortkamp moved, seconded by Vice President Munc, to adopt Ordinance No. 1-2026. The motion carried with the following vote:

**Voting Aye:** Munc, Fortkamp, Oldham, Tracy, and Awakessien Jeter

**Absent:** Walter

**Abstain:** Kulewicz

Mr. Kulewicz returned to the Council Chamber at 7:02 p.m., following the vote on Ordinance No. 1-2026.

**b. Ordinance No. 2-2026 - To Appropriate and Transfer Funds**

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public or City Council relative to Ordinance No. 2-2026.

Mr. Kulewicz moved, seconded by Ms. Oldham, to adopt Ordinance No. 2-2026. The motion carried with the following vote:

**Voting Aye:** Munc, Fortkamp, Kulewicz, Oldham, Tracy, and Awakessien Jeter

**Absent:** Walter

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

**a. Ordinance No. 3-2026- To Authorize the City Manager to Enter into Contract with Franklin County Public Health (FCPH) for 2026 Public Health Services**

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public or City Council relative to Ordinance No. 3-2026

President Awakessien Jeter advised that the Second Reading/Public Hearing/Council Action will occur on February 9, 2026.

**b. Ordinance No. 4-2026- To Authorize the City Manager to Enter into Contract with Sweet Meadow Farm Drainage for the Renovation of the East Athletic Fields at Northam Park**

Mr. Schoeny noted that this is the last phase of the Northam Park renovations. The project will include drainage improvements and irrigation, similar to the successful west fields project. Mr. Schoeny mentioned that the bid came in under budget, which he attributed to the types of work involved (grading and plumbing rather than electrical and masonry).

The work is expected to begin in spring, continue through fall, and the fields will need to remain unused next year to allow the grass to establish. The project will change the orientation of the baseball fields to better fit the layout with football fields and create a better sense of presence near the restroom building. The area will be fenced off during construction for safety due to open trenches.

Council members asked about the impact on community sports with staff noting that arrangements have been made with affected groups. They also inquired about whether mature trees would be affected. Staff confirmed that only trees that were already dying will be removed, with careful planning to protect healthy trees and noted that a more detailed presentation on the work plan will be provided at the next Council meeting.

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 4-2026.

President Awakessien Jeter advised that the Second Reading/Public Hearing/Council Action will occur on February 9, 2026.

**c. Ordinance No. 5-2026- To Authorize the City Manager to Enter into a Three-Year Contract with Microsoft Corporation for Software Licenses Through Reseller Dell Inc.**

Mr. Kulewicz recused himself from deliberations on Ordinance No. 5-2026 and left the Council Chamber at 7:12 p.m.

Mr. Tracy asked about software licensing options, if there were alternatives to the subscription model. IT Director Ross Morrow explained that for a municipality of Upper Arlington's size, Microsoft requires a three-year agreement. He noted that permanently installed software is largely being phased out in favor of software as a service model, which shifts maintenance responsibilities to the vendor rather than internal staff.

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 5-2026.

President Awakessien Jeter advised that the Second Reading/Public Hearing/Council Action will occur on February 9, 2026.

Mr. Kulewicz returned to the Council Chamber at 7:15 p.m.

**d. Ordinance No. 6-2026- To Amend the Upper Arlington Code of Ordinances to Enact Chapter 161- Older Adults Advisory Board, Relative to the Administrative Code**

Mr. Schoeny explained that with the UA Commission on Aging (a private nonprofit) ceasing operations last year, the City has taken on many of those functions but lacks an advisory board for older adult programs. The proposed ordinance would establish a framework for a board comprising older adults, their caregivers, and service providers to advise the CARES program and parks department on senior programming. Mr. Schoeny noted that while he generally doesn't favor creating new boards unless necessary, this case warranted a formal institutional framework for community input. The timing would allow recruitment to be incorporated with other boards and commissions, with appointments in June.

Mr. Fortkamp expressed support for the initiative, noting the importance of ensuring older residents' voices are heard and acknowledging the different generations within the senior community.

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 6-2026.

President Awakessien Jeter advised that the Second Reading/Public Hearing will occur on February 9, 2026.

### **Motions**

#### **a. To Appoint Kelsey Priebe to the Board of Zoning and Planning for an Unexpired Term (February 2,2026 - June 30,2027)**

President Awakessien Jeter explained that Kelsey Priebe will fill the BZAP seat vacated by Marianne Mitchell, who resigned at the end of 2025. She noted that Ms. Priebe is a city planner for the City of Columbus and brings valuable expertise and leadership skills to the role.

Vice President Munc moved, seconded by Mr. Tracy, to appoint Kelsey Priebe to the Board of Zoning and Planning for an unexpired term (February 2 ,2026 - June 30,2027). The motion carried with the following vote:

**Voting Aye:** Munc, Fortkamp, Kulewicz, Oldham, Tracy, and Awakessien Jeter

**Absent:** Walter

### **Liquor Control**

#### **a. Transfer of Liquor Permits from GITTAS Table, LLC to Buckeye SSC-UA LLC, Sunny Street Café**

#### **b. Ohio Division of Liquor Control Notice to Legislative Authority: Request for New D5 Liquor Permit for WRWAWP LLC 1695 Old Henderson Road, Ste 101**

President Awakessien Jeter advised there were no objections noted for either liquor notice.

### **City Manager Update**

Mr. Schoeny announced that Parks & Recreation Director Debbie McLaughlin would be receiving the Ohio Parks and Recreation Association's award for Executive of the Year at a ceremony in Sandusky the following day.

He expressed appreciation to City staff, particularly in public service and parks departments, for their response to the recent major snowstorm, noting that they coordinated assistance for approximately 80 residents who needed help getting shoveled out, with about 75% of the work completed by volunteers.

### **Council Liaison Report**

Mr. Fortkamp reported on his participation with the Community Relations Committee (CRC). He noted the committee has added new members and is focused on making residents feel seen, heard, and welcome. He highlighted several upcoming events supported by the CRC:

- Black History Month celebration on February 21st at Tremont Library
- Iftar dinner on March 11th at the Community Center
- Cherry Blossom celebration on April 6th at the Mallway
- UA Cultural and Artisan Fair on May 2nd at St. Mark's Episcopal Church
- Rainbow UA Pride event on June 8th at Sunny 95 Park

He emphasized that all events are open to everyone and encouraged residents to attend to experience diverse cultural traditions.

Ms. Oldham reported on her meeting with MORPC representatives, noting their work on scooter safety regulations across Central Ohio suburbs and progress on passenger rail access for UA residents via Line 30 in collaboration with COTA and the LinkUs initiative.

\* \* \*

There being no further business to come before City Council, President Awakessien Jeter called for a motion to adjourn the meeting. Mr. Kulewicz moved to adjourn, seconded by Mr. Fortkamp. The motion carried unanimously, and the meeting adjourned at 7:33 p.m.

***COUNCIL OF THE CITY OF UPPER ARLINGTON  
RESOLUTION OF COMMENDATION***

**In Recognition of the Upper Arlington High School Girls Soccer Team  
2025 State Championship Win**

**WHEREAS**, the Upper Arlington High School Girls Soccer Team (“Golden Bears”) demonstrated exceptional athletic skill, teamwork, discipline, and perseverance throughout the 2025 Ohio High School Athletic Association (OHSAA) Girls Soccer season; and

**WHEREAS**, on November 8, 2025, at Historic Crew Stadium in Columbus, Ohio, the Golden Bears earned the OHSAA Division I State Championship, securing a 1–0 victory over Cincinnati Seton in a highly competitive and hard-fought match; and

**WHEREAS**, this championship represents the first state title in program history, marking a milestone achievement for the Golden Bears and Upper Arlington High School athletics; and

**WHEREAS**, the team concluded the season with an outstanding overall record of 19-1-2, reflecting consistent excellence, resilience, and commitment throughout postseason play; and

**WHEREAS**, the Golden Bears’ performance showcased exemplary sportsmanship and teamwork, earning the respect of competitors and pride of the Upper Arlington community; and

**WHEREAS**, the success of the team is a testament to the dedication of the student athletes, coaching staff, and support personnel, as well as the strong support of families, school administrators, and the Upper Arlington community; and

**WHEREAS**, City Council extends its sincere appreciation for the pride, recognition, and inspiration this accomplishment brings to the City of Upper Arlington and wishes the team continued success in future seasons.

**NOW, THEREFORE BE IT RESOLVED** that members of the Council of the City of Upper Arlington, Ohio, do hereby commend and congratulate the Upper Arlington High School Girls Soccer Team for their 2025 State Championship win, and urge all residents to join in celebrating this remarkable accomplishment and the legacy of our state champion team.

**BE IT FURTHER RESOLVED** that this Resolution of Commendation be spread upon the minutes of Council on this 2<sup>nd</sup> day of February 2026.

# Procurement Update





## Key Accomplishments

- Updating Procurement Code
- Created Policy and Procedures Manual
- Created SOPs for Purchasing Administrator
- Created Documentation of Quotes
- Provided Training to Departments
- Utilizing OnBase to track contract expiration dates



## Key Accomplishments

- Created Competition
- Hosted Small Business Networking Event
- Participated in Small Business Networking Events
- Issued Awards to 57 New Vendors since 2024



## Opportunity for Improvement

Document Management System that stores all items from bid draft through award.



## Goals

Hire a Purchasing Assistant

Provide On-site Training to Departments

<b>Authors:</b>	Brent Lewis, Finance Department Director
<b>Council Meeting Date:</b>	February 2, 2026
<b>Subject/Legislative Item:</b>	Finance Director Report: December 2025
<b>Purpose:</b>	To keep City Council informed about the City's financial status and assist them with the monitoring of the current year's budget.
<b>Executive Summary:</b>	As required by City Council's adopted financial accounting and reporting policies, the Finance Director is presenting the 2025 fourth quarter (December) financial report for Council Review. No legislative action is required.

## **Purpose and Impact**

### **General Fund Overview**

**Ending Fund Balance (Q4 2025):** \$44.9 million  
 - \$8.1M over projection, and \$2.96M greater than the Jan. 1st fund balance

**Reserve Requirement:** \$16.7M minimum reserve (30% of the annual operating budget);  
 \$27.9M maximum reserve (50% of the annual operating budget)  
 - Approximately \$17M eligible for transfer per new reserve policy (projected at \$11.1M in 2026 budget)

#### **Revenues:**

- \$3.3M greater than projected
- Income taxes: 4.08% above projections (details below)
- Real estate taxes: Slightly below projection due Kingsdale Center TIF adjustments that were not included in original estimates.
- Other Revenue
  - Investment earnings: \$4.7M, exceeded projections by \$1.9M
  - Charges for services (includes parks fees and various other sources): \$4.29M, slightly less than projected.

**Expenditures:** All departments are within budget with no notable variances  
 - \$5.75M in unused appropriations — significant portion of this related to unused personal services appropriations.

### **Income Tax Overview**



## **Total Income Tax Receipts through Q4: \$50M**

- 4.07% above projection
- 3.59% higher than Q4 2024

## **Income Tax Breakdown**

- Withholding Tax: +1.25% above 2024 total
  - Will monitor this closely as this is the most stable source of income tax, and it only saw a moderate increase after several years of double-digit % increases.
- Individual Filers: 2.50% above 2024 total
  - Solid increase from an unpredictable source (self-employment income, rentals, etc.)
- Business Net Profits: +19.69% over 2024 total
  - Strong increase from an unpredictable source. This source is always subject to refunds due to possible overpaying estimated payments.

## **Income Tax Fund Allocation:**

- General Fund: \$36M
- Capital Asset Management Fund: \$14M

## **Other Funds & Notes**

**Citywide Cash Position:** Decreased from \$150.8M at the beginning of the year to \$148.3M

- Driven by strong income tax collections and property tax receipts, offset by spending on capital projects and debt service payments.

**Infrastructure Improvement Fund (CIP spending):** Fund balance ended the year \$2.4M above what was projected in the budget book.

- Having an overage is not unusual. Additional amounts will be available to cover changes in the CIP, any approved overages, and/or worked into the future CIP plan.

**Estate Tax Capital Project Fund:** Has now been officially spent down and closed.

## **EMS Billing Receipts:**

- Collected \$1.1M vs. \$667K in 2024
- Includes a mix of delayed and new payments

## **Upcoming Items:**

- First half of utility bills (trash, storm, lighting) will be sent out to residents in late January/early February.
- CIP bond rating and pricing will occur in mid to late February (required legislation passed in December).
- 2025 financial audit is just now beginning.
- Police/Fire Pension Levy will need to go on the ballot this November. The process for this will occur over the summer.

## **History**

N/A



**Alternatives**

N/A

**Attachments**

1.	12. December 2025 Finance Director Report
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**Monthly Financial Report  
As of December 2025**

**General Fund (101)**

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<b>Revenues and Other Sources</b>						
Income Tax	\$ 34,595,400	\$ 34,595,400	\$ 34,595,400	\$ 36,005,488	\$ 1,410,088	4.08%
Real & Personal Property Tax	10,230,600	10,285,700	10,285,700	10,054,409	(231,291)	-2.25%
All Other Operating Revenues	14,137,400	14,414,900	14,414,900	16,652,240	2,237,340	15.52%
Transfers/Advances In	10,052,500	9,858,500	9,858,500	9,714,451	(132,026)	-1.34%
<b>Total Revenues and Other Sources</b>	<b>69,015,900</b>	<b>69,154,500</b>	<b>69,154,500</b>	<b>72,426,588</b>	<b>3,284,111</b>	<b>4.75%</b>
<b>Obligations:</b>						
Police Division	12,262,800	12,262,800	12,262,800	11,794,757	468,043	3.82%
Fire Division	12,519,900	12,519,900	12,519,900	11,402,592	1,117,308	8.92%
Board of Health	400,000	400,000	400,000	393,566	6,434	0.00%
Parks and Recreation	8,383,300	8,401,300	8,401,300	7,355,563	1,045,737	12.45%
Community Development	1,563,300	1,563,300	1,563,300	1,331,558	231,742	14.82%
Public Service Administration	1,397,800	1,430,100	1,430,100	1,311,592	118,508	8.29%
Public Works	1,700,400	1,668,100	1,668,100	1,490,405	177,695	10.65%
City Manager	2,087,400	2,687,400	2,687,400	1,833,681	853,719	31.77%
City Attorney	983,700	1,033,700	1,033,700	784,744	248,956	24.08%
City Clerk	334,800	334,800	334,800	262,333	72,467	21.64%
City Council	208,900	208,900	208,900	182,403	26,497	12.68%
Finance	1,638,800	1,638,800	1,638,800	1,444,461	194,339	11.86%
Facilities Maintenance	4,818,400	4,818,400	4,818,400	4,762,491	55,909	1.16%
Information Technology	2,522,200	2,522,200	2,522,200	2,222,675	299,525	11.88%
General Administration	3,800,600	4,300,600	4,300,600	3,475,298	825,302	19.19%
Transfers/Advances Out	10,624,300	19,943,300	19,943,400	19,934,798	8,602	0.04%
<b>Total Obligations</b>	<b>65,246,600</b>	<b>75,733,600</b>	<b>75,733,700</b>	<b>69,982,917</b>	<b>5,750,783</b>	<b>7.59%</b>
Excess of Revenue and Other Sources over Obligations:	3,769,300	(6,579,100)	(6,579,200)	2,443,671		
Total Beginning Fund Balance	41,959,476	41,959,476	41,959,476	41,959,476		
Prior Year Lapsed Encumbrances	-	-	-	508,258		
Anticipated Appropriation Lapses	1,415,000	1,415,000	1,415,000	-		
<b>Total Ending Fund Balance</b>	<b>\$ 47,143,776</b>	<b>\$ 36,795,376</b>	<b>\$ 36,795,276</b>	<b>\$ 44,911,405</b>	<b>\$ 8,116,129</b>	<b>22.06%</b>

**Capital Asset Management Fund (102)**

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<b>Revenues and Other Sources</b>						
Income Tax	\$ 13,453,700	\$ 13,453,700	\$ 13,453,700	\$ 13,998,556	\$ 544,856	4.05%
<b>Total Revenues and Other Sources</b>	<b>13,453,700</b>	<b>13,453,700</b>	<b>13,453,700</b>	<b>13,998,556</b>	<b>544,856</b>	<b>4.05%</b>
<b>Obligations</b>						
Transfers/Advances Out	11,405,400	10,105,400	10,105,400	10,037,472	67,928	0.67%
<b>Total Obligations</b>	<b>11,405,400</b>	<b>10,105,400</b>	<b>10,105,400</b>	<b>10,037,472</b>	<b>67,928</b>	<b>0.67%</b>
Excess of Revenue and Other Sources over Obligations:	2,048,300	3,348,300	3,348,300	3,961,084		
Beginning Fund Balance	24,410,352	24,410,352	24,410,352	24,410,352		
<b>Ending Fund Balance</b>	<b>\$ 26,458,652</b>	<b>\$ 27,758,652</b>	<b>\$ 27,758,652</b>	<b>\$ 28,371,436</b>	<b>\$ 612,784</b>	<b>2.21%</b>

## Monthly Financial Report As of December 2025

### Capital Equipment Fund (106)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<b>Revenues and Other Sources</b>						
Real & Personal Property Tax	\$ 1,312,400	\$ 1,293,700	\$ 1,293,700	\$ 1,282,155	\$ (11,545)	-0.89%
Homestead & Rollbacks	173,500	170,600	170,600	169,797	(803)	-0.47%
All Other Operating Revenues	-	-	-	15,818	15,818	100.00%
Transfers In	500,000	500,000	500,000	500,000	-	0.00%
<b>Total Revenues and Other Sources</b>	<b>1,985,900</b>	<b>1,964,300</b>	<b>1,964,300</b>	<b>1,967,770</b>	<b>3,470</b>	<b>0.00%</b>
<b>Obligations</b>						
Capital Equipment	2,548,300	2,634,900	2,634,900	2,445,097	189,803	7.20%
<b>Total Obligations</b>	<b>2,548,300</b>	<b>2,634,900</b>	<b>2,634,900</b>	<b>2,445,097</b>	<b>189,803</b>	<b>7.20%</b>
Excess of Revenue and Other Sources over Obligations:	(562,400)	(670,600)	(670,600)	(477,327)		
Beginning Fund Balance	1,208,768	1,208,768	1,208,768	1,208,768		
Prior Year Lapsed Encumbrances	-	-	-	28,667		
<b>Ending Fund Balance</b>	<b>\$ 646,368</b>	<b>\$ 538,168</b>	<b>\$ 538,168</b>	<b>\$ 760,108</b>	<b>\$ 221,940</b>	<b>41.24%</b>

### Street Maintenance and Repair Fund (207)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<b>Revenues and Other Sources</b>						
Gasoline Taxes	\$ 1,800,000	\$ 1,800,000	\$ 1,800,000	\$ 1,912,587	\$ 112,587	6.25%
Motor Vehicle License Taxes	450,000	450,000	450,000	449,223	(777)	-0.17%
All Other Operating Revenues	138,000	138,000	138,000	75,076	(62,924)	-45.60%
<b>Total Revenues and Other Sources</b>	<b>2,388,000</b>	<b>2,388,000</b>	<b>2,388,000</b>	<b>2,436,886</b>	<b>48,886</b>	<b>2.05%</b>
<b>Obligations</b>						
Public Service Administration	1,129,200	1,129,200	1,129,200	925,859	203,341	18.01%
Public Works	1,582,700	1,582,700	1,582,700	1,294,425	288,275	18.21%
<b>Total Obligations</b>	<b>2,711,900</b>	<b>2,711,900</b>	<b>2,711,900</b>	<b>2,220,284</b>	<b>491,616</b>	<b>18.13%</b>
Excess of Revenue and Other Sources over Obligations:	(323,900)	(323,900)	(323,900)	216,602		
Beginning Fund Balance	1,927,174	1,927,174	1,927,174	1,927,174		
Prior Year Lapsed Encumbrances	-	-	-	20,934		
<b>Ending Fund Balance</b>	<b>\$ 1,603,274</b>	<b>\$ 1,603,274</b>	<b>\$ 1,603,274</b>	<b>\$ 2,164,710</b>	<b>\$ 561,436</b>	<b>35.02%</b>

### Bonded Improvement Fund (402)

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<b>Revenues and Other Sources</b>						
Sale of Bonds and Notes	\$ 19,973,700	\$ -	\$ -	\$ -	\$ -	0.00%
All Other Operating Revenues	475,000	475,000	475,000	486,194	11,194	2.36%
<b>Total Revenues and Other Sources</b>	<b>20,448,700</b>	<b>475,000</b>	<b>475,000</b>	<b>486,194</b>	<b>11,194</b>	<b>2.36%</b>
<b>Obligations</b>						
Capital Improvements	9,119,100	7,504,000	7,504,000	6,470,942	1,033,058	13.77%
<b>Total Obligations</b>	<b>9,119,100</b>	<b>7,504,000</b>	<b>7,504,000</b>	<b>6,470,942</b>	<b>1,033,058</b>	<b>13.77%</b>
Excess of Revenue and Other Sources over Obligations:	11,329,600	(7,029,000)	(7,029,000)	(5,984,748)		
Beginning Fund Balance	7,509,727	7,509,727	7,509,727	7,509,727		
Prior Year Lapsed Encumbrances	-	-	-	2,006,062		
<b>Ending Fund Balance</b>	<b>\$ 18,839,327</b>	<b>\$ 480,727</b>	<b>\$ 480,727</b>	<b>\$ 3,531,041</b>	<b>\$ 3,050,314</b>	<b>634.52%</b>

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**Infrastructure Improvement Fund (404)**

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<u>Revenues and Other Sources</u>						
All Other Operating Revenues	\$ 6,700,000	\$ 11,700,000	\$ 11,700,000	\$ 12,030,935	\$ 330,935	2.83%
Transfers/Advances In	5,750,000	14,069,000	14,069,000	14,069,100	-	0.00%
<b>Total Revenues and Other Sources</b>	<b>12,450,000</b>	<b>25,769,000</b>	<b>25,769,000</b>	<b>26,100,035</b>	<b>330,935</b>	<b>1.28%</b>
<u>Obligations</u>						
Capital Improvements	9,986,900	20,206,500	20,206,500	14,147,116	6,059,384	29.99%
Transfers/Advances Out	6,100,000	7,106,000	7,106,000	6,087,977	1,018,023	0.00%
<b>Total Obligations</b>	<b>16,086,900</b>	<b>27,312,500</b>	<b>27,312,500</b>	<b>20,235,093</b>	<b>7,077,407</b>	<b>25.91%</b>
Excess of Revenue and Other Sources over Obligations:	(3,636,900)	(1,543,500)	(1,543,500)	5,864,942		
Beginning Fund Balance	5,549,699	5,549,699	5,549,699	5,549,699		
Prior Year Lapsed Encumbrances	-	-	-	2,565,377		
<b>Ending Fund Balance</b>	<b>\$ 1,912,799</b>	<b>\$ 4,006,199</b>	<b>\$ 4,006,199</b>	<b>\$ 13,980,018</b>	<b>\$ 9,973,819</b>	<b>248.96%</b>

**Solid Waste Management Fund (710)**

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<u>Revenues and Other Sources</u>						
Charges for Services	\$ 1,900,000	\$ 2,200,000	\$ 2,200,000	\$ 2,168,593	\$ (31,407)	-1.43%
All Other Operating Revenues	45,000	45,000	45,000	111,571	66,571	147.94%
Transfers/Advances In	2,000,000	2,000,000	2,000,000	2,000,000	-	0.00%
<b>Total Revenues and other sources</b>	<b>3,945,000</b>	<b>4,245,000</b>	<b>4,245,000</b>	<b>4,280,164</b>	<b>35,164</b>	<b>0.83%</b>
<u>Obligations</u>						
Public Works	4,134,100	4,134,100	4,134,100	3,983,712	150,388	3.64%
<b>Total Obligations</b>	<b>4,134,100</b>	<b>4,134,100</b>	<b>4,134,100</b>	<b>3,983,712</b>	<b>150,388</b>	<b>3.64%</b>
Excess of Revenue and Other Sources over Obligations:	(189,100)	110,900	110,900	296,452		
Beginning Fund Balance	1,534,635	1,534,635	1,534,635	1,534,635		
Lapsed encumbrances	-	-	-	3,965		
<b>Ending Fund Balance</b>	<b>\$ 1,345,535</b>	<b>\$ 1,645,535</b>	<b>\$ 1,645,535</b>	<b>\$ 1,835,052</b>	<b>\$ 189,517</b>	<b>11.52%</b>

**Water Surcharge Fund (720)**

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<u>Revenues and Other Sources</u>						
Charges for Services	\$ 855,000	\$ 855,000	\$ 855,000	\$ 951,838	\$ 96,838	11.33%
Miscellaneous	-	943,600	943,600	880,345	(63,255)	-6.70%
<b>Total Revenues and other sources</b>	<b>855,000</b>	<b>1,798,600</b>	<b>1,798,600</b>	<b>1,832,183</b>	<b>33,583</b>	<b>1.87%</b>
<u>Obligations</u>						
Public Works	490,700	620,000	620,000	456,103	163,897	26.44%
Capital Improvements	256,000	256,000	256,000	212,218	43,782	17.10%
Finance (Debt Service)	-	513,600	513,600	513,521	79	0.02%
Transfers Out (including intra-city services)	99,900	100,600	100,600	95,935	4,665	4.64%
<b>Total Obligations</b>	<b>846,600</b>	<b>1,490,200</b>	<b>1,490,200</b>	<b>1,277,777</b>	<b>212,423</b>	<b>14.25%</b>
Excess of Revenue and Other Sources over Obligations:	8,400	308,400	308,400	554,406		
Beginning Fund Balance	1,778,865	1,778,865	1,778,865	1,778,865	-	
Prior Year Lapsed Encumbrances	-	-	-	128,118		
<b>Ending Fund Balance</b>	<b>\$ 1,787,265</b>	<b>\$ 2,087,265</b>	<b>\$ 2,087,265</b>	<b>\$ 2,461,389</b>	<b>\$ 374,124</b>	<b>17.92%</b>

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**Sanitary Sewer Surcharge Fund (730)**

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<b>Revenues and Other Sources</b>						
Charges for Services	\$ 1,333,000	\$ 1,473,000	\$ 1,473,000	\$ 1,505,510	\$ 32,510	2.21%
All Other Operating Revenues	1,500	45,400	45,400	46,631	1,231	2.71%
<b>Total Revenue</b>	<b>1,334,500</b>	<b>1,518,400</b>	<b>1,518,400</b>	<b>1,552,141</b>	<b>33,741</b>	<b>2.22%</b>
<b>Obligations</b>						
Public Works	1,214,000	1,230,300	1,230,300	1,048,881	181,419	14.75%
Capital Equipment	13,000	13,000	13,000	-	13,000	100.00%
Capital Improvements	315,000	315,000	315,000	165,966	149,034	47.31%
Finance (Debt Service)	-	43,900	43,880	43,880	-	0.00%
Transfers Out (including intra-city services)	27,600	31,300	31,300	30,714	586	1.87%
<b>Total Obligations</b>	<b>1,569,600</b>	<b>1,633,500</b>	<b>1,633,480</b>	<b>1,289,441</b>	<b>344,039</b>	<b>21.06%</b>
Excess of Revenue and Other Sources over Obligations:	(235,100)	(115,100)	(115,080)	262,700		
Beginning Fund Balance	2,831,202	2,831,202	2,831,202	2,831,202		
Prior Year Lapsed Encumbrances	-	-	-	678		
<b>Ending Fund Balance</b>	<b>\$ 2,596,102</b>	<b>\$ 2,716,102</b>	<b>\$ 2,716,122</b>	<b>\$ 3,094,580</b>	<b>\$ 378,458</b>	<b>13.93%</b>

**Stormwater Management Fund (740)**

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<b>Revenues and Other Sources</b>						
Charges for Services	\$ 753,000	\$ 753,000	\$ 753,000	\$ 802,010	\$ 49,010	6.51%
Investment Earnings	70,000	70,000	70,000	116,008	46,008	65.73%
Miscellaneous income	-	365,900	365,900	374,733	8,833	2.41%
<b>Total Revenues and other sources</b>	<b>823,000</b>	<b>1,188,900</b>	<b>1,188,900</b>	<b>1,292,751</b>	<b>103,851</b>	<b>8.74%</b>
<b>Obligations</b>						
Public Works	690,000	715,000	715,000	558,613	156,387	21.87%
Capital Equipment	470,000	470,000	470,000	103,287	366,713	78.02%
Capital Improvements	449,800	449,800	449,800	350,000	99,800	22.19%
Finance (Debt Service)	-	365,900	365,900	365,854	46	0.01%
Transfers Out (including intra-city services)	77,600	82,600	82,600	79,274	3,326	4.03%
<b>Total Obligations</b>	<b>1,687,400</b>	<b>2,083,300</b>	<b>2,083,300</b>	<b>1,457,028</b>	<b>626,272</b>	<b>30.06%</b>
Excess of Revenue and Other Sources over Obligations:	(864,400)	(894,400)	(894,400)	(164,277)		
Beginning Fund Balance	2,987,559	2,987,559	2,987,559	2,987,559		
<b>Ending Fund Balance</b>	<b>\$ 2,123,159</b>	<b>\$ 2,093,159</b>	<b>\$ 2,093,159</b>	<b>\$ 2,823,282</b>	<b>\$ 730,123</b>	<b>34.88%</b>

**Swimming Pool Fund (750)**

	Original Budget	Amended Budget	Projected To Date	Actual	Dollar Variance	Percentage Variance
<b>Revenues and Other Sources</b>						
Charges for Services	\$ 1,013,800	\$ 913,800	\$ 913,800	\$ 892,720	\$ (21,080)	-2.31%
Transfers/Advances In	300,000	300,000	300,000	300,000	-	0.00%
<b>Total Revenues and other sources</b>	<b>1,313,800</b>	<b>1,213,800</b>	<b>1,213,800</b>	<b>1,192,720</b>	<b>(21,080)</b>	<b>-1.74%</b>
<b>Obligations</b>						
Parks and Recreation	1,140,600	1,140,600	1,140,600	970,820	169,780	14.89%
<b>Total Obligations</b>	<b>1,140,600</b>	<b>1,140,600</b>	<b>1,140,600</b>	<b>970,820</b>	<b>169,780</b>	<b>14.89%</b>
Excess of Revenue and Other Sources over Obligations:	173,200	73,200	73,200	221,900		
Beginning Fund Balance	397,663	397,663	397,663	397,663		
<b>Ending Fund Balance</b>	<b>\$ 570,863</b>	<b>\$ 470,863</b>	<b>\$ 470,863</b>	<b>\$ 619,563</b>	<b>\$ 148,700</b>	<b>31.58%</b>

## Monthly Financial Report As of December 2025

### 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	\$ 72,426,588	\$ 67,927,798	\$ 48,369,498	10.3%
Capital Asset Management	24,410,352	13,998,556	10,037,471	28,371,437	16.2%
Police Pension	1,499,760	871,172	735,378	1,635,554	9.1%
Fire Pension	1,499,759	871,172	774,813	1,596,118	6.4%
Self Insurance	1,084,300	81,607	21,966	1,143,941	5.5%
Capital Equipment	1,720,307	1,967,770	2,145,568	1,542,509	-10.3%
Police & Fire Pension	1,422,653	1,486,239	1,563,783	1,345,109	-5.5%
Technology Fund	425,843	244,111	446,777	223,177	-47.6%
Street Maintenance and Repair Fund	1,965,631	2,436,886	2,166,480	2,236,037	13.8%
EMS Billing Fund	1,691,000	1,173,631	1,012,217	1,852,414	9.5%
Law Enforcement	2,739,032	484,863	270,213	2,953,682	7.8%
Tree Planting Fund	92,965	36,211	-	129,176	39.0%
Enforcement Education	20,650	526	-	21,176	2.5%
Mayor's Court Computer	45,728	11,307	-	57,035	24.7%
Mayor's Court Special Project	171,505	16,470	8,835	179,140	4.5%
Local Fiscal Recovery Fund	2,192,062	-	2,122,498	69,564	-96.8%
OneOhio Opioid Fund	141,353	56,843	10,764	187,432	32.6%
Economic Development	2,078,781	2,500,000	18,227	4,560,554	119.4%
Arlington Centre TIF Fund	116,976	25,759	32,253	110,482	-5.6%
Tremont Road TIF Fund	18,760	40,534	37,897	21,397	14.1%
Lane Avenue Mixed Use TIF Fund	738,355	1,035,934	996,962	777,327	5.3%
Lane Avenue TIF Fund	304,986	79,348	120,177	264,157	-13.4%
Arlington Crossing TIF Fund	1,068,524	110,878	201,609	977,793	-8.5%
Horizon TIF Fund	1,053,912	448,247	405,465	1,096,694	4.1%
Kingsdale West TIF Fund	395,386	57,924	50,568	402,742	1.9%
Kingsdale CORE TIF Fund	668,801	1,818,042	1,458,172	1,028,671	53.8%
Civil Service	60,960	-	12,260	48,700	-20.1%
Riverside North TIF Fund	19,946	2,891	1,828	21,009	5.3%
Riverside South TIF Fund	224,430	44,861	50,440	218,851	-2.5%
W. Lane Northwest TIF Fund	22,542	18,115	15,178	25,479	13.0%
Lane II TIF Fund	1,265,563	1,307,566	1,200,066	1,373,063	8.5%
Kingsdale Center TIF Fund	30,032	1,534,043	1,340,026	224,049	646.0%
Gateway TIF Fund	39,409	1,814,496	1,696,701	157,204	298.9%
Neighborhood Lighting Utility	318,423	78,371	44,272	352,522	10.7%
Clerk of Courts Fund	21,343	6,792	2,947	25,188	18.0%
UA Visitor's Bureau Fund	572,453	136,411	92,500	616,364	7.7%
General Bond Retirement	315,716	44,315,244	44,316,067	314,893	-0.3%
Bonded Improvements	13,072,564	486,195	9,799,071	3,759,688	-71.2%
Infrastructure Improvement Fund	25,102,125	26,100,036	28,536,529	22,665,632	-9.7%
Estate Tax Fund	85	-	85	-	-100.0%
Community Fiber Optic Fund	352,606	263,916	231,186	385,336	9.3%
Employee Benefit	2,014,911	5,107,982	5,268,435	1,854,458	-8.0%
BWC Administration Fund	1,340,044	369,664	282,574	1,427,134	6.5%
Solid Waste Management	1,919,144	4,280,164	3,994,313	2,204,995	14.9%
Water Surcharge	1,952,948	1,832,183	1,056,440	2,728,691	39.7%
Sanitary Sewer Surcharge	3,532,735	1,552,141	1,136,502	3,948,374	11.8%
Stormwater Management	3,301,276	1,292,751	1,458,560	3,135,467	-5.0%
UA Swimming Pools	397,663	1,192,720	948,162	642,221	61.5%
Unclaimed Funds	8,491	713	-	9,204	8.4%
Revolving Fund	53,814	1,402,658	1,377,351	79,121	47.0%
Construction Withholding	3,108,854	730,122	3,238,523	600,453	-80.7%
Payroll Clearing Fund	330,833	33,644,238	33,617,696	357,375	8.0%
<b>Totals (ROUNDED)</b>	<b>\$ 150,816,999</b>	<b>\$ 229,794,891</b>	<b>\$ 232,283,603</b>	<b>\$ 148,328,287</b>	<b>ROUNDED TOTALS</b>

## Monthly Financial Report As of December 2025

### Income Tax Comparisons

	Projections	Year to date	Difference	% Difference
Withholdings	\$ 30,906,228	\$ 32,932,711	\$ 2,026,483	6.56%
Individuals	11,107,113	10,579,906	(527,207)	-4.75%
Net Profits	6,035,759	6,491,427	455,668	7.55%
<b>Total</b>	<b>\$ 48,049,100</b>	<b>\$ 50,004,044</b>	<b>\$ 1,954,944</b>	<b>4.07%</b>

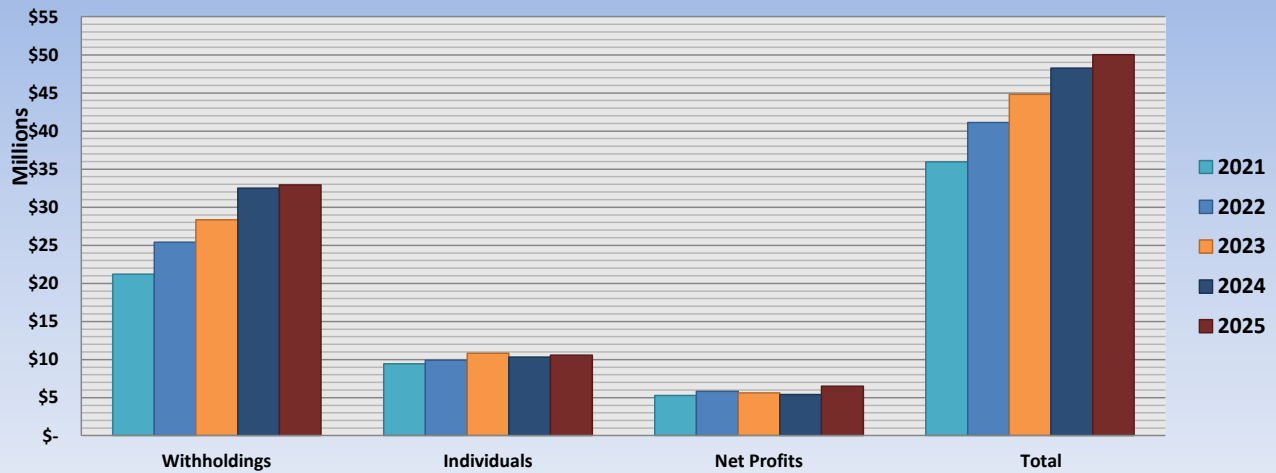
### Income Tax Five Year Comparison

	2021	2022	2023	2024	2025
Withholdings	\$ 21,205,704	\$ 25,411,131	\$ 28,362,150	\$ 32,526,921	\$ 32,932,711
Individuals	9,443,872	9,905,520	10,849,741	10,321,599	10,579,906
Net Profits	5,294,648	5,820,432	5,616,990	5,423,517	6,491,427
<b>Total</b>	<b>\$ 35,944,224</b>	<b>\$ 41,137,083</b>	<b>\$ 44,828,881</b>	<b>\$ 48,272,037</b>	<b>\$ 50,004,044</b>

### Percentage Increase (Decrease) From Prior Year

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Withholdings	13.91%	19.83%	11.61%	14.68%	1.25%
Individuals	28.85%	4.89%	9.53%	-4.87%	2.50%
Net Profits	13.09%	9.93%	-3.50%	-3.44%	19.69%
<b>Total</b>	<b>17.36%</b>	<b>14.45%</b>	<b>8.97%</b>	<b>7.68%</b>	<b>3.59%</b>

### Income Tax Five Year Trend vs Prior YTD Monthly



**Interest & Investment Income**  
**Dec-25**

General Investments	Beginning Balance	Purchased	Matured/Sold	Deposited/Withdrawn	Investment Acct.	Ending Balance
Municipal Securities	5,552,786.00					\$ 5,552,786.00
Corporate / General Investments	8,895,500.50		(566,952.00)			\$ 8,328,548.50
Federal Agency	54,092,539.54	2,991,400.00	(500,000.00)			\$ 56,583,939.54
US Government Bonds	26,355,740.16		(1,012,421.88)			\$ 25,343,318.28
<b>Total Bonds</b>	\$ 94,896,566.20	\$ 2,991,400.00	\$ (2,079,373.88)	\$ -	\$ -	\$ 95,808,592.32
Short Term Fixed Maturity Commercial Paper	-					\$ -
Other Assets (Savings Cert - Market Traded)	\$ 4,177,141.05		(743,140.50)			\$ 3,434,000.55
<b>Bond and Investments:</b>						
<b>CIP Bonds</b>						
Federal Agency	-					\$ -
Corporate / General Investments	-					\$ -
Short Term Fixed Maturity Commercial Paper	-					\$ -
US Government Bonds	-					\$ -
<b>Total Bonds &amp; Investments</b>	\$ 99,073,707.25	\$ 2,991,400.00	\$ (2,822,514.38)	\$ -	\$ -	\$ 99,242,592.87
<b>Money Markets:</b>						
General	76,832.00	(2,991,400.00)	2,823,429.78	(3,609.69)	349,704.87	\$ 254,956.96
CIP Bonds	-					\$ -
<b>Total Money Markets</b>	\$ 76,832.00	\$ (2,991,400.00)	\$ 2,823,429.78	\$ (3,609.69)	\$ 349,704.87	\$ 254,956.96
<b>Star Ohio:</b>						
General Investment	45,239,147.99			(2,997,049.45)	148,133.41	\$ 42,390,231.95
Bond Proceeds	39,998.95			(154.20)	134.38	\$ 39,979.13
Federal ARPA (Gen. Inv.)	72,360.03			(2,796.35)	238.52	\$ 69,802.20
Gateway	1,014,179.94				3,414.23	\$ 1,017,594.17
Kingsdale	239,216.35				805.32	\$ 240,021.67
Community Center	2,615,623.44				8,805.49	\$ 2,624,428.93
Office (Comm. Center)	1,085,213.24				3,653.37	\$ 1,088,866.61
<b>Total STAR Ohio</b>	\$ 50,305,739.94	\$ -	\$ -	\$ (3,000,000.00)	\$ 165,184.72	\$ 47,470,924.66
<b>Total Investments</b>	\$ 149,456,279.19	\$ -	\$ 915.40	\$ (3,003,609.69)	\$ 514,889.59	\$ 146,968,474.49
<b>NW Huntington Bank</b>	\$ 13,458,363.39					\$ 1,359,818.11
<b>Total Cash &amp; Investments</b>	\$ 162,914,642.58					\$ 148,328,292.60

**ITEMS PURCHASED BETWEEN \$25,000 & \$150,000 DECEMBER 2025**

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
12/1/25	JCORR Mechanical	Coach Rd. HVAC Replacement	\$39,632.00
12/3/25	Tolliver & Curl Paving	Parking Lot Repairs- Thompson Park	\$33,175.00
12/5/25	Insight Public Sector	Silverfort	\$37,621.30
12/5/25	Midstates Recreation	Westover & Northam Park Repairs	\$88,965.38

**QUALITY BASED SELECTION CONSULTANTS – DECEMBER 2025**

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
None			

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

<u>DATE</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>CHANGE ORDER AMOUNT</u>	<u>New Total</u>
12/23/25	Steven R. Copeland Architect	Commercial Project Plan Review	\$4,837.50	\$64,837.50

**GRANTS DECEMBER 2025**

<u>DATE</u>	<u>ORGANIZATION</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
None			

# 2521 Charing Road Plat Amendment

City Council Review | Ordinance 1-26  
February 2, 2026

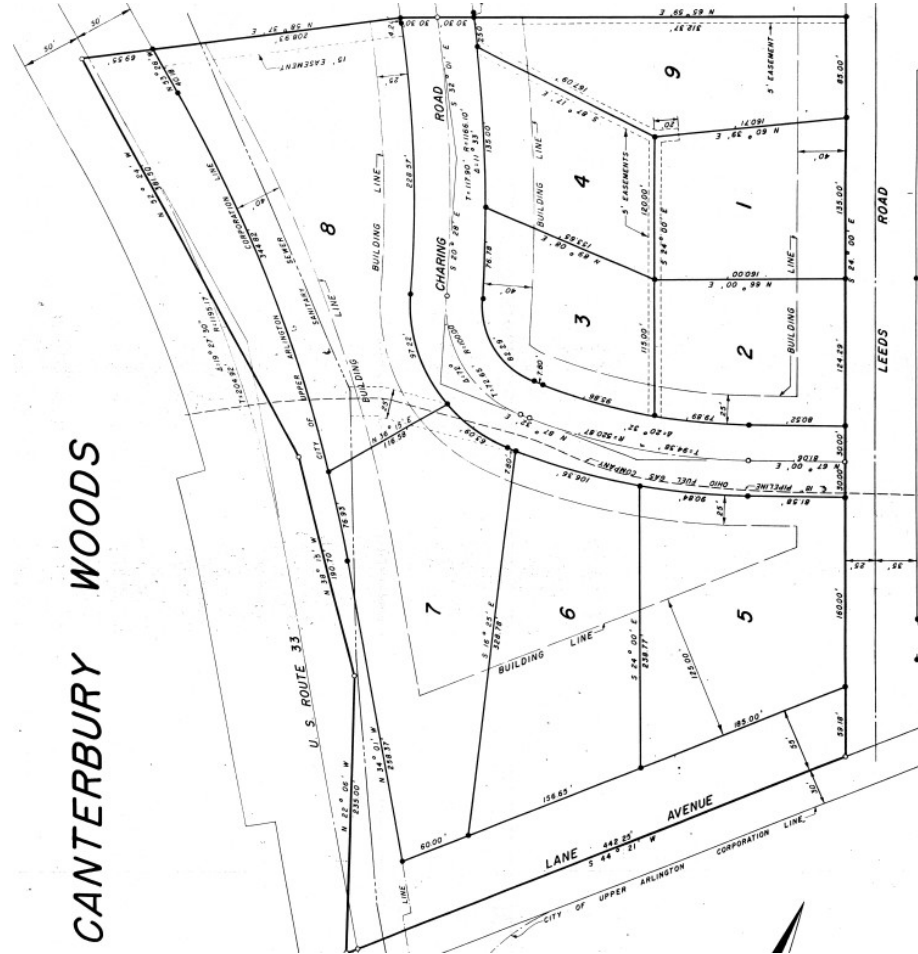


# Google Maps ® Aerial – Looking North

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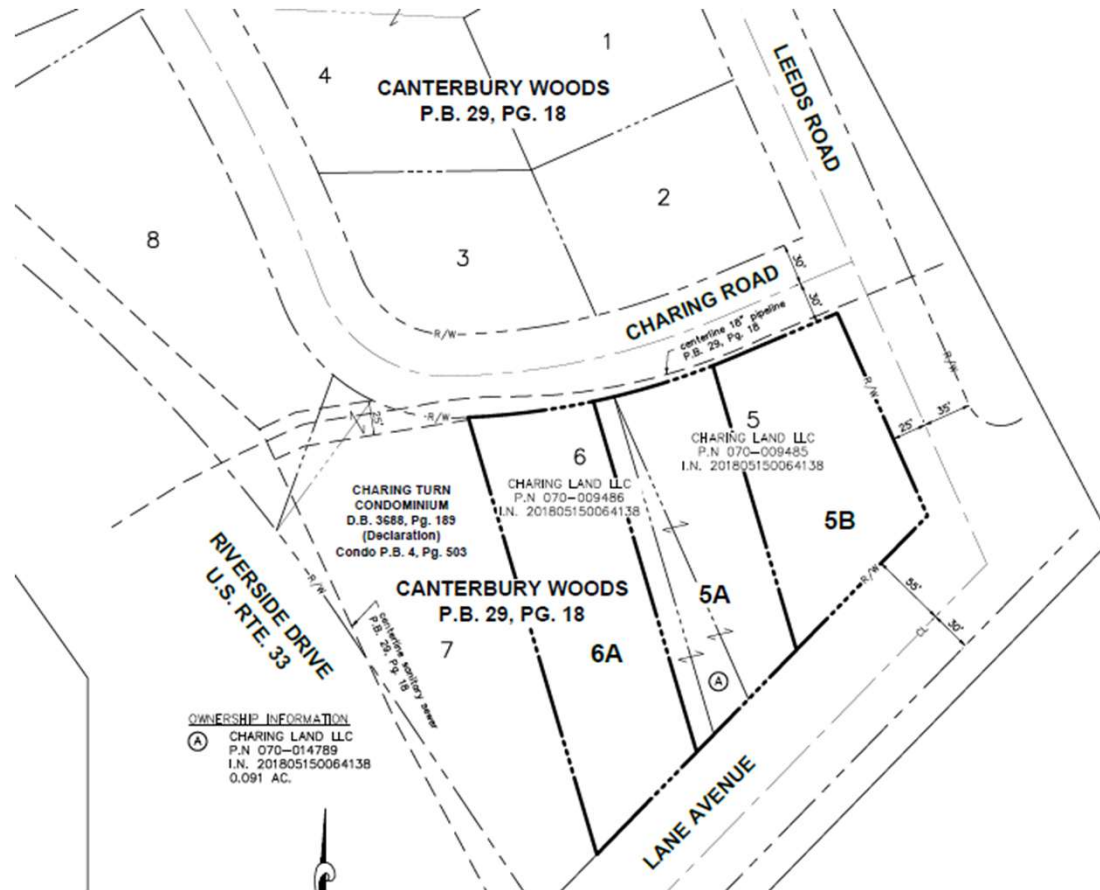


# Canterbury Woods Plat (1957)





# Proposed Parcel Boundaries



# City Reviews

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## City Engineer:

- Access approved only from Charing Road
- Stormwater Management approved via future Building Permit applications
- Sanitary Sewer lateral via easement to main line, not manhole

## Fire Division:

- Emergency access approved for access only from Charing Road

## BZAP:

- Recommended approval on January 21, 2026



# R-1c Development Standards

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Minimum lot area = 9,000 SF (0.21-acre)

Minimum lot frontage = 75'

Lot 5B = 0.469-acre w/ 97, 160 and 135 feet of frontage

Lot 5A = 0.491-acre w/ 92 and 103 feet of frontage

Lot 6A = 0.609-acre w/ 91 and 103 feet of frontage



# Existing and Proposed Plat Language

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## Existing:

*LINES" indicate the distance the houses must be set back from the street. A maximum of six units shall be constructed on Lot No. 7 and a maximum of eight units shall be constructed on Lot No. 8. Single units shall be constructed on all other lots.*

*IN WITNESS WHEREOF said Robert P. Royce and Helen S. Royce, husband and wife,*

## Proposed:

### NOTE:

THIS PLAT AMENDMENT MODIFIES THE PARCELS MAKING UP THE ORIGINAL CANTERBURY WOODS PLAT AS LOTS 5 AND 6, WHICH INCLUDE THREE SEPARATE PARCELS, PARCEL NOS. 070-009485-00, 070-009486-00, AND 070-014789-00. THE AMENDMENT REDRAWS THE LINES FOR LOTS 5 AND 6 INTO THREE SEPARATE LOTS - LOTS 5A, 5B, AND 6A - SUCH THAT ONE SINGLE-FAMILY HOME MAY BE CONSTRUCTED ON EACH OF THE THREE LOTS. IT DOES NOT MAKE ANY CHANGES TO OTHER LOT LINES ON THE PLAT, NOR DOES IT ALTER ANY PREVIOUSLY APPROVED REVISIONS, RESTRICTIONS, OR OTHER ALTERATIONS TO ANY PROPERTY LOCATED WITHIN THE CANTERBURY WOODS PLAT, INCLUDING, BUT NOT LIMITED TO, ANY PRIOR PLAT AMENDMENTS OR THE RESTRICTION OF THE NUMBER OF UNITS PERMITTED FOR ANY OTHER LOTS WITHIN THE CANTERBURY WOODS PLAT. THIS PLAT AMENDMENT EXPRESSLY INCORPORATES ANY PRIOR PLAT AMENDMENTS, REVISIONS, RESTRICTIONS, OR OTHER ALTERATIONS AS IF THEY WERE FULLY SET FORTH HEREIN, EXCEPT TO THE EXTENT THE ABOVE MODIFICATIONS TO LOTS 5 AND 6 NOW CONTROL

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# RECORD OF RESOLUTIONS

CITY OF UPPER ARLINGTON  
STATE OF OHIO

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## RESOLUTION NO. 1-2026

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### TO APPOINT CITY COUNCIL'S DESIGNEE FOR THE PURPOSE OF COMPLYING WITH OHIO PUBLIC RECORDS ACT TRAINING REQUIREMENTS

**WHEREAS,** Ohio Revised Code Revised Code §109.43(B) requires each official elected to local office to complete three hours of Public Records Law training during each term of office; and

**WHEREAS,** Ohio Revised Code §109.43(B) further permits an elected official, at the official's discretion, to designate another individual to complete the required Public Records Law training on the official's behalf; and

**WHEREAS,** the designee must be an employee in the public office; and

**WHEREAS,** City Council desires to appoint a City employee as its designee to complete the required Public Records Law training in order to satisfy the requirements of Ohio Revised Code §109.43(B).

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

**SECTION 1.** City Clerk Krystal Grove; Deputy City Clerk Brooke Bowman; City Attorney Darren Shulman; and Assistant City Attorney Darlene Pettit are hereby authorized to serve as a designee, with any one of such individuals permitted to act on behalf of current elected officials of the City of Upper Arlington, for the purpose of completing Ohio Public Records Law training, as required by Ohio Revised Code §109.43(B).

**SECTION 2.** Completion of the required training by the designated individual shall satisfy the training requirement set forth in Ohio Revised Code §109.43(B) for the applicable elected officials.

**SECTION 3.** This resolution is to take effect immediately upon passage.



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<b>Authors:</b>	Jacolyn Thiel, Assistant City Manager
<b>Council Meeting Date:</b>	February 9, 2026
<b>Subject/Legislative Item:</b>	Ordinance No. 3-2026 - To Authorize the City Manager to Enter into Contract with Franklin County Public Health (FCPH) for 2026 Public Health Services
<b>Purpose:</b>	To authorize the City Manager to enter into a contract with Franklin County Public Health (FCPH) for public health services (2026) for an amount not to exceed \$372,780.96.
<b>Executive Summary:</b>	The City is requesting passage of this ordinance to enter into a one-year contract for public health services (2026).

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### **Purpose and Impact**

Staff respectively requests the passage of this legislation that authorizes the City Manager to enter into the contract with FCPH and authorizes expenditure not to exceed \$372,780.96 to FCPH for 2026 health services.

FCPH provides public health services as provided in the Ohio Revised Code to protect people from disease and injury, promote healthy lifestyles and ensure a safe and healthy environment. These services include inspections of our food establishments, swimming pools, commercial and residential plumbing, removal of dead animals, rabies control regulation, rat control and enforcement of health regulations. (Note: this contract covers all services except for mosquito monitoring and spraying. FCPH contracts for these services and the City pays this vendor directly.) The 2026 contract (commencing January 1, 2026 and ending December 31, 2026) for these services is in the amount of \$372,780.96 (\$10.4923 per capita x 35,529), which is an increase of \$9,140.89 from the previous contract.

### **History**

The City has contracted with FCPH for many years for public health services and conducts quarterly meetings with the Upper Arlington Board of Health.

### **Alternatives**

While there are no viable alternatives for 2026, the City could explore options to partner with the City of Columbus Department of Health. Previously, the City of Columbus has not been able to provide these services to Upper Arlington due to their staffing capacity.

### **Attachments**



1.	2026 Upper Arlington Health Services Contract
2.	Ordinance No. 3-2026





October 31, 2025

On behalf of the Franklin County Board of Health and pursuant to ORC 3709.08, please find enclosed our 2026 contract between the city of Upper Arlington and Franklin County Public Health (FCPH) for Public Health Services and/or Plumbing Services.

The funding from our cities, townships, and villages allows FCPH to serve your community demonstrating national standards in the areas of nursing, public health nuisance, health education, health promotion, community engagement, communications, workforce development, quality improvement, epidemiology and assessment, behavioral health and addiction, as well as emergency preparedness. This critical support has resulted in Franklin County Public Health ensuring your community is served by highly trained staff carrying out the critical functions of public health.

Building on core funding from our local jurisdictional partners, FCPH continues to diversify its resources. In 2025, FCPH received direct funding through grants from the Ohio Department of Health, Ohio Commission on Minority Health, Centers for Disease Control and Prevention, and the Franklin County Board of Commissioners.

In addition to these projects, we continually carry out all state-mandated services such as communicable disease investigations as well as licenses, permits and inspections (e.g., food, pools, body art, and private water). More information about all FCPH programs and services can be found on our website: [www.myfcph.org](http://www.myfcph.org). For a closer look at how we work in your community, please visit the About Your Community page on the FCPH Data Hub (<https://fcph-data-hub-fca.hub.arcgis.com/pages/about-your-community>).

As we look ahead, our work continues to implement our Community Health Improvement Plan, build an interactive data hub to inform future initiatives, and utilize technology to improve efficiencies. We remain focused on improving our programs and services while ensuring the best value for our community.

Thank you for your continued partnership to serve the residents of your community. Please feel free to reach out to our office if you have any questions or if we can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe Mazzola', is written over a light blue horizontal line.

Joe Mazzola, MPA  
Health Commissioner  
Franklin County Public Health

**PUBLIC HEALTH SERVICES CONTRACT**

Between  
FRANKLIN COUNTY BOARD OF HEALTH  
And  
CITY OF Upper Arlington

This Public Health Services Contract (the "Contract") entered into by and between the City of Upper Arlington (hereafter referred to as "City"), with its principal address being 3600 Tremont Road, Upper Arlington, OH 43221, and the Board of Health of the Franklin County Public Health (hereafter referred to as "Board" or "FCPH") for 2026 Public Health Services (the "Services") under the approval of Resolution No. 25-128, dated August 12, 2025.

WHEREAS, FCPH is a general health district as defined under Ohio Revised Code ("ORC") Section 3709.01.

WHEREAS, ORC Section 3709.08 authorizes cities in Franklin County, Ohio to contract with the Board to provide the Services to and within the City.

WHEREAS, the District Advisory Council (hereafter referred to as "Council") of the Franklin County Public Health, created by ORC 3709.03, after giving due notice by publication, as required by law, held a public meeting on March 18, 2025 at which members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, by a majority vote, and authorized the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

WHEREAS, FCPH is engaged in the governance of providing public health services as described in this Contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with Ohio law and the terms and conditions of this Contract.

WHEREAS, pursuant to ORC 3709.08(C), the Contract was submitted to the State of Ohio's director of health. FCPH is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

WHEREAS, the City is willing to contract with the Board for such services in accordance with Ohio law and the terms and conditions of this Contract.

NOW THEREFORE, for the mutual considerations herein specified, the City and FCPH, hereby agree to the terms and conditions, as follows:

**SECTION 1 – SERVICES**

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. The Services shall include

Franklin County Public Health - Health Services Contract (2026)  
General Health Services Contract Template  
FCPO Approved 12.30.22  
Edited 10.08.2025

all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. The Services shall meet the minimum standards and optimal achievable standards for boards of health and local health departments, pursuant to ORC Section 3701.342, and shall include enforcement of all rules and regulations, pursuant to the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (103) Plumbing and Medical Gas for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

The current version of the above-referenced regulations of Franklin County Public Health shall apply to, and be enforceable within, the jurisdiction of the Franklin County Public Health and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of the City.

## **SECTION 2 – TERM AND TERMINATION**

The term of this Contract shall begin on January 1, 2026, and end on December 31, 2026, subject to the termination provisions herein. Either party to this Contract shall have the right to terminate the Contract upon 120 days written notice. This Contract shall not have any renewal terms.

## **SECTION 3 – COMMUNICATION**

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events, and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

## **SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES**

The City shall pay the Board for Services furnished to the City. The fee for such payment shall be based on a per capita rate of \$10.4923. The total cost for the Services for 2026 shall not exceed \$ 372,780.96 (the "Fee"), notwithstanding any fee established pursuant to the sections set forth below.

Such Fee shall be paid to the Board in installments of 50% of the total contract amount in January 2026 and 50% of the total contract amount in June 2026 through the process of withholding such amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor.

In any instance where the Board expends funds to abate a nuisance within the City, pursuant to Section 1 above, the Board may invoice the City for the costs of such nuisance abatement and the City shall pay such cost. The cost of any such abatement shall be in addition to the Fee set forth herein.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City, less the cost of abatement services.

## **SECTION 5 – PLUMBING AND MEDICAL GAS SERVICES AND FEES**

### **5.01 Plumbing Services and Fees**

The City, through its Building Department, shall issue plumbing permits and collect fees for such permits. The fees to be charged by the City shall be the most current fees charged by the FCPH. The City shall pay FCPH sixty (60) percent of all plumbing permit fees collected by the City. FCPH shall then invoice the City for sixty (60) percent of the permit fees collected based on the City's monthly statements. The City shall pay said amount, within thirty (30) days after receipt of the invoice.

FCPH shall receive all plumbing plans, conduct review of such plans, and collect and retain fees for plan review, and conduct inspections for all plumbing installations within the City. Inspectors shall be state certified Plumbing Inspectors and Plumbing Plans Examiners by the Ohio Board of Building Standards.

### **5.02 Medical Gas Services and Fees**

FCPH shall receive all medical gas plans and shall provide plan review and inspections for all medical gas installations within the City. FCPH will issue permits, and collect and retain fees, for such medical gas plans and permits. Inspectors shall be certified by the American Society of Safety Engineers (ASSE) and the Ohio Board of Building Standard as Medical Gas Inspectors.

## **SECTION 6 – ACTUAL LIABILITIES**

The City shall be responsible for any litigation involving enforcement of health regulations within the corporate limits of the City.

Each party to this Contract shall be responsible for any liability, claim, loss, damage or expenses, including without limitation, reasonable attorney fees, arising from its negligent acts or omissions in connection with its performance of this Contract, or its failure to comply with the terms of this Contract, as determined by a court of competent jurisdiction. Nothing in this section shall be construed as an obligation of the either party to defend, hold harmless, or indemnify any other party, entity, or individual, even for claims that are the result of negligent acts or omissions of such other party.

## **SECTION 7 – GOVERNING LAW AND VENUE**

This Contract and any claims arising in any way out of this Contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this Contract or the performance hereunder shall be brought only in an Ohio court of

competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

**SECTION 8 – APPROVAL**

This Contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance \_\_\_\_\_ dated \_\_\_\_\_.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the Services that are the subject of this Contract.

**IN WITNESS WHEREOF**, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE  
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

\_\_\_\_\_  
Joe Martin Date  
Chairman

FRANKLIN COUNTY PUBLIC HEALTH

\_\_\_\_\_  
Joe Mazzola, MPA Date  
Health Commissioner

THE CITY OF Upper Arlington, OHIO

\_\_\_\_\_  
Mayor/City Manager/Administrator Date

APPROVED AS TO FORM:

Shayla D. Favor  
Prosecuting Attorney  
Franklin County, Ohio

\_\_\_\_\_  
Assistant Prosecuting Attorney Date  
Attorney for Franklin County Public Health

\_\_\_\_\_  
City Attorney Date  
City of Upper Arlington, Ohio

Franklin County Public Health - Health Services Contract (2026)  
General Health Services Contract Template  
FCPO Approved 12.30.22  
Edited 10.08.2025

**FINANCIAL CERTIFICATE**

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

\_\_\_\_\_  
Finance Director  
City of Upper Arlington, Ohio

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2026 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

<b>List of Functions, Programs and Services</b>
<b>Administrative Services:</b>
Administration
Budget, Accounts Payable, Accounts Receivable
Communication & Marketing
Grant Writing & Management
Records Management
Reports - Financial & Statistical
<b>Data Services:</b>
Community Health Assessment
Health Data
<b>Environmental Health:</b>
Body Art Business Approval, Inspection and Education
Food Service Operation Licensing, Inspection & Education
Healthy Homes (Lead, Radon) Inspection & Education
Vector Control Education
Public Health Nuisance Enforcement & Education
Plumbing & Medical Gas Inspections
Public Swimming Pool & Spa Licensing, Inspection & Education
Rabies Surveillance - Animal bite investigation and follow up
Retail Food Establishment Licensing, Inspection & Education
School Facilities Inspection & Education
Sewage Treatment System Permitting, Inspection & Education
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement
Sustainability Education and Efforts
Temporary Park Camp Licensing, Enforcement & Inspection
Water Quality Permitting, Testing & Education
<b>Epidemiology, Surveillance, Investigation Services:</b>
Reportable Infectious Disease investigation and follow-up(excluding

HIV/AIDS; STD; TB)
Disease Outbreak Management
<b>Health Systems &amp; Planning:</b>
Community Health Action Teams
Community Outreach and Education
Nutrition & Physical Activity Education Programs
Safe Routes To Schools
Tobacco Prevention
Injury Prevention/Opiate Crisis/Harm Reduction Programs & Education
Naloxone Education and Resources
Emergency Preparedness and Planning
Planning and Cities' Readiness Initiative Activities
Peer Support Specialist
Community Health Improvement Plan
<b>Immunization Services:</b>
Childhood and Adult Vaccine Administration Services
<b>Occupational Health:</b>
Immunizations - Fee for Service
<b>Maternal &amp; Child Health:</b>
Complex Medical Help (CMH) Public Health
Nursing Case Management Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

**The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.**

**THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.**

# RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON

STATE OF OHIO

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## ORDINANCE NO. 3-2026

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### TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH FRANKLIN COUNTY PUBLIC HEALTH (FCPH) FOR 2026 PUBLIC HEALTH SERVICES

**WHEREAS,** pursuant to the Ohio Revised Code, Franklin County Public Health provides health services to protect City residents from disease and injury, promotes healthy lifestyles, and ensures a safe and healthy environment; and

**WHEREAS,** these services include inspections of food establishments, swimming pools, commercial and residential plumbing, removal of dead animals, rabies control regulation, rat control, and enforcement of health regulations.

**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 Franklin County Public Health (FCPH) for 2026 Public Health Services for an amount not to exceed \$372,780.96, for the period commencing January 1, 2026, and expiring on December 31, 2026.

**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:** Debbie McLaughlin, Parks & Recreation Director  
Jeff Anderson, Parks Development & Arts Superintendent

**Council Meeting Date:** February 9, 2026

**Subject/Legislative Item:** Ordinance No. 4-2026 - To Authorize the City Manager to Enter into Contract with Sweet Meadow Farm Drainage for the Renovation of the East Athletic Fields at Northam Park (*Munc*)

**Purpose:** To renovate the East Athletic Fields in Northam Park for improved safety and performance.

**Executive Summary:** This legislation authorizes the City Manager to enter into a contract with Sweet Meadow Farm Drainage for the renovation of the East Athletic Fields at Northam Park.

**Purpose and Impact**

This is an ordinance authorizing the City Manager to enter into a contract with Sweet Meadow Farm Drainage in the amount of \$1,271,521 with a 10% contingency of \$127,152 for a total amount not to exceed \$1,398,673, for the renovation of the East Athletic Fields at Northam Park. The total construction budget in the 2026 Capital Improvement Plan is \$1,826,200.

A key tactic identified in the 2018 Parks & Recreation Comprehensive Plan was to develop and implement a drainage plan for athletic fields to allow them to support more games and to maximize field use through infrastructure improvements. In response to this, a Northam Park Vision Plan was created in 2020 followed by a Master Drainage Plan in 2021. This new project represents the final phase of implementation and is consistent with the improvements that were made to the West Athletic Fields in 2023. The project will regrade and reseed the fields. It will also provide new area drains, underdrains, and an irrigation system. It will replace the infields, backstops, fencing and dugouts of Diamonds 2 and 3. When complete, this project will greatly improve the long term safety and useability of the East Athletic Fields and also support the City’s Integrated Turf Health Management Program.

**History**

The detailed design for the renovation of the East Athletic Fields was completed by Korda Engineer in November 2025 and the project was publicly advertised using the City’s standard process for construction projects. On December 19, 2025, the City received three bids and the results are shown below:

Contractor	Base Bid	Repave Drive (Alt 1)	Total
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Sweet Meadow	\$1,183,521	\$88,000	\$1,271,521
Penlin Seed	\$1,197,000	\$98,343	\$1,295,343
Marker Inc.	\$1,257,752	\$42,758	\$1,300,510

Sweet Meadow Farm Drainage’s bid was reviewed by City Staff and Korda Engineers and has been determined to be responsive. A scope review meeting has been held with Sweet Meadow, and they have been recommended as qualified to perform the work. This will be Sweet Meadow’s first project with the City of Upper Arlington. However, they have completed several comparable projects in the past, including the Keystone Local School District Baseball Complex, Buckeye Trail High School Baseball and Softball Fields and the Westerville City Schools Football Field and Track. Korda Engineer contacted references for these projects that provided recommendations based on the work.

For the Northam East Athletic Fields Project, Sweet Meadow will be working with the same subcontractors that completed the seeding and irrigation scope for the Northam West Athletic Fields Renovations. For both the paving and fencing scope, Sweet Meadow will be working with well-regarded subcontractors that are well established in the industry.

In addition to the base bid, staff recommend that the City accept the alternate item to remove and replace the park drive in lieu of a mill and overlay. This will allow for a complete replacement of this drive which also serves as the park path.

Upon approval of this ordinance, site work would be scheduled to begin in the spring of this year. Staff have been working with the various athletic groups that utilize Northam Park. They are aware of the impact of the project and have been making alternate arrangements to adjust their use of the park during construction and the subsequent establishment period, which is anticipated to last about one year after construction is complete. Staff have also been working with the Upper Arlington Civic Association to make adjustments to the layout of the Fourth of July event.

**Alternatives**

An alternative to proceeding with this ordinance would be to rebid the project. However, multiple bids below the budgeted amount were received, and it is unlikely that the City would receive better pricing from a rebid. Another alternative would be to not perform the work. However, the City has seen much better safety and performance from the West Athletic Fields following that renovation. Proceeding with this project will allow the East Fields to meet the same performance standards.

It is also recommended that this project not be delayed. Proceeding with the project at this time will allow the Contractor to begin procurement of long lead items with site work beginning later this spring. This will allow seeding of the athletic fields to occur during the preferred late summer / early fall season. This is the best time of year for planting the new seed and will allow for initial turf establishment to occur prior to the winter dormant season. It is anticipated that the field will remain closed for 12 months following the initial seeding to allow for full turf establishment. Proceeding with the project at this time will allow them to reopen for use in the fall of 2027.



**Attachments**

1.	Ordinance No. 4-2026
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# RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON

STATE OF OHIO

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## ORDINANCE NO. 4-2026

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### TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH SWEET MEADOW FARM DRAINAGE FOR THE RENOVATION OF THE EAST ATHLETIC FIELDS AT NORTHAM PARK

**WHEREAS,** in order to improve the safety and playability of the athletic fields at Northam Park, renovations are needed; and

**WHEREAS,** on Friday, December 19, 2025, the City received three bids for the renovation of the East Athletic Fields at Northam Park, with results as follows:

Contractor	Base Bid	Alternate 1 (Repave Drive)	Total
Sweet Meadow	\$1,183,521	\$88,000	\$1,271,521
Penlin Seed	\$1,197,000	\$98,343	\$1,295,343
Marker Inc.	\$1,257,752	\$42,758	\$1,300,510

**WHEREAS,** the bid from Sweet Meadow Farm Drainage was reviewed with Korda Engineers and has been recommended as the lowest qualified bid to perform the work; and

**WHEREAS,** it is therefore recommended that the City Manager be authorized to enter into contract with Sweet Meadow Farm Drainage in the amount of \$1,398,673, which includes a ten percent contingency, for the renovation of the East Athletic Fields at Northam Park.

**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 Sweet Meadow Farm Drainage in the amount of \$1,398,673, which includes a ten percent contingency, for the renovation of the East Athletic Fields at Northam Park.

**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.



<b>Authors:</b>	Ross Morrow, Director of IT
<b>Council Meeting Date:</b>	February 9, 2026
<b>Subject/Legislative Item:</b>	Ordinance No. 5-2026 - To Authorize the City Manager to Enter into a Three-Year Contract with Microsoft Corporation for Software Licenses Through Reseller Dell Inc. ( <i>Oldham</i> )
<b>Purpose:</b>	Authorize the City Manager to enter into a three-year contract with Microsoft Corporation for Microsoft software licenses through a Microsoft Enterprise Agreement.
<b>Executive Summary:</b>	Authorizes the City Manager to enter into a three-year contract renewal with Microsoft Corporation for Microsoft software licenses through reseller Dell Inc., with annual cost in 2026 of \$108,250, with an expected increase of 5% per following years, not to exceed \$350,000 utilizing State of Ohio contract #CSP029109.

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### **Purpose and Impact**

The City utilizes Microsoft software on its servers, office computers and in Microsoft's Office 365 Cloud to support our business needs. Microsoft offers this software to organizations through an Enterprise Agreement (EA), allowing the organization to leverage volume discounting and additional support services. Microsoft's software is integral to the work we perform and includes software to support our server and application infrastructure. We are required to renew the EA before its expiration on March 27th, 2026, to be considered an on-time renewal, avoiding additional fees. \$101,000 was budgeted for this in the 2026 Information Technology operating budget. Since the budget was submitted, the state contract has been renewed and reflects increases to license and storage fees bringing the total for 2026 to \$108,250 (see 2026 Microsoft Budgetary quote attachment). This legislation authorizes the City Manager to enter into a three-year contract starting in March 2026 – March 2029 with Microsoft Corporation through reseller Dell Inc. for an amount not to exceed \$350,000 expecting a 5% annual increase in years two and three.

This purchase is utilizing State of Ohio's Microsoft Contracts and Enrollments Large Solution Providers (LSPs) contract CSP029109 (expiring on 6/30/2030), with contract pricing that the State previously negotiated in a competitive process. This purchasing method follows the City's procurement policy, section [138.06 \(B.5\)](#). Dell Inc. is a reseller authorized to sell these products on the State contract terms mentioned above.

### **History**



The City has standardized on Microsoft products for its desktop and server operating systems and Office applications for many years, and has participated in the Microsoft Enterprise Agreement (EA) program since 2014. The previous Microsoft EA was approved by Council with ordinance 10-2023. The EA provides Microsoft licenses for software used by City staff and includes Software Assurance (SA) for product upgrades and technical support during the three-year period at no additional cost.

**Alternatives**

There are no viable software alternatives in the marketplace that could provide equivalent functionality to support the City’s business needs. There are no other state term contracts or open market alternatives at our disposal that are less expensive.

**Attachments**

1.	2026 Microsoft Budgetary quote
2.	Ordinance No. 5-2026

Dell Software - Customer Confidential

Matt Lauer  
Software TSR  
[matthew\\_lauer@dell.com](mailto:matthew_lauer@dell.com)



**Quotation**

**Quote Number:** MXL26012102  
**Quote Expires:** budgetary only

**Customer:** City of Upper Arlington  
**Contact:** Ross Morrow  
**Customer #:**  
**Phone:**  
**Fax:**  
**Email:** [rmorrow@uaoh.net](mailto:rmorrow@uaoh.net)  
**Date of Issue:** January 21, 2026

<b>Remit To:</b>	Dell Marketing LP One Dell Way Round Rock TX 78680
<b>Federal ID:</b>	74-2616805

Product Description	Notes	Part Number	Quantity	Unit Price	Ext. Price
Azure Information Protection Premium P1 GCC Sub Per User		MQP-00001	6	\$ 18.54	\$ 111.24
EMS G3 FSA GCC ALng Sub Per User		AAD-32906	325	\$ 81.58	\$ 26,513.50
EMS G3 GCC ALng Sub Per User		AAD-32907	40	\$ 104.57	\$ 4,182.80
M365 Copilot GCC Sub Add-on		EP2-24658	21	\$ 370.80	\$ 7,786.80
O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	5 TB total	M9T-00002	5,000	\$ 2.22	\$ 11,100.00
O365 G1 FSA GCC Sub Per User		7R6-00001	200	\$ 86.40	\$ 17,280.00
O365 G3 FSA GCC Sub Per User		AAA-11924	100	\$ 212.59	\$ 21,259.00
O365 G3 GCC Sub Per User		AAA-11894	65	\$ 250.17	\$ 16,261.05
O365 G5 GCC Sub Per User		T2N-00001	6	\$ 413.32	\$ 2,479.92
Planner & Project P3 GCC Sub Per User		7MS-00001	4	\$ 277.36	\$ 1,109.44
SharePoint Advanced Management P1 GCC Sub Per User		VRJ-00001	6	\$ 27.69	\$ 166.14
Teams AC with Dial Out US/CA GCC Sub Add-on		NYH-00001	365	\$ -	\$ -

<b>Notes: EA renewal, budgetary pricing only, enrollment# 6733496, payment 1 of 3. Contract CSP029109</b>	<b>Product Subtotal</b>	\$ 108,249.89
	<b>Tax</b> 0.00%	\$0.00
	<b>Grand Total</b>	<b>\$ 108,249.89</b>

**Quote Prepared By:** Matt Lauer

# RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON

STATE OF OHIO

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## ORDINANCE NO. 5-2026

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### TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR CONTRACT WITH MICROSOFT CORPORATION FOR SOFTWARE LICENSES THROUGH RESELLER DELL INC.

**WHEREAS,** the City utilizes Microsoft software on its servers, office computers, and in Microsoft Office's 365 Cloud to support business needs; and

**WHEREAS,** Microsoft offers this software to organizations through an Enterprise Agreement, allowing the organization to leverage volume discounting and additional support services, which the City has participated in since 2014; and

**WHEREAS,** the City is required to renew the Enterprise Agreement before its expiration on March 27, 2026, to avoid additional fees; and

**WHEREAS,** this purchase utilizes the State of Ohio's Microsoft Contracts and Enrollments Large Solution Providers (LSPs) contract.

**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 a three-year contract renewal with Microsoft Corporation for software licenses through reseller Dell Inc., for an amount not to exceed \$350,000.

**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:** February 9, 2026

**Subject/Legislative Item:** Ordinance No. 7-2026 - To Authorize the City of Upper Arlington, Ohio, to Accept Title to Certain Real Property Located within the City and Immediately Transfer Title Back to the Current Owner for the Purpose of Implementing Tax Increment Financing Pursuant to Ohio Revised Code Section 5709.41 (*Tracy*)

**Purpose:** This Ordinance authorizes the City of Upper Arlington to take title to the National Church Residences project site at North Bank Drive and immediately transfer the property back to the current owner, National Church Residences. The land transfer is pursuant to Ohio Revised Code Section 5709.41 to establish Tax Increment Financing, pursuant to the Development Agreement, authorized on September 8, 2025.

**Executive Summary:** On September 8th, 2025, Upper Arlington City Council authorized the City Manager to execute a tri-party development agreement for the redevelopment of National Church Residences Corporate Headquarters at North Bank Drive. The executed development agreement includes two incentives for the project: an economic development fund grant, to be paid upon National Church Residences' return to the site, and Tax Increment Financing (TIF) pursuant to Ohio Revised Code Section 5709.41. Before a TIF enabling ordinance can be brought before City Council, a 5709.41 TIF includes one outstanding requirement: the City has to be in the line of title of the project site. This Ordinance and the Land Transfer Agreement, Exhibit B, will facilitate the necessary land transfer to move the TIF project forward. The Staff Report for Ordinance 28-2025 is attached.

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### **Purpose and Impact**

National Church Residences (NCR) is the nation's largest non-profit developer of senior housing and one of the top three employers in the City of Upper Arlington. NCR has resided at its current location for over forty years. However, its current buildings have exceeded their useful life and become underutilized. In addition to a new office building, the re-imagined headquarters project includes two senior housing buildings. The project will also convert



approximately 2.5 acres of surface parking to green space. NCR's proposed project is an \$85 million investment in the community. NCR is committing to a thirty-year lease of the building and an increased payroll for twelve years. This project retains and helps a top private taxpayer grow, in addition to providing much-needed senior housing and green space. Utilizing TIF ensures structured parking can be built on site, freeing up surface lots for green space.

**History**

NCR participated in the North Bank Office Parking PMOD rezoning process in 2022. In early 2025, NCR approached the City about a new headquarters project. In preparation of bringing the project before the Board of Zoning and Planing (BZAP) NCR hosted four community engagement sessions, in conjunction with City Staff. The first meeting was virtual on June 17, 2025, followed by an in-person meeting on June 18th. On July 2nd, NCR had a BZAP work session. NCR hosted a special meeting with the Concord Village Area Association on July 22nd. The final community meeting was on July 23, 2025. The project went before BZAP again on September 3rd and September 17th. The major site plan application was approved by City Council at a special meeting on November 17. The Development Agreement was first introduced to the Upper Arlington Board of Education on August 12th. The development agreement was approved by the Board of Education on September 9th. The Development Agreement was first presented to City Council on August 18th, the second reading was August 25th, and on September 8th, 2025 the Development Agreement was unanimously approved by City Council.

**Alternatives**

If the land transfer, and subsequently, the Tax Increment Financing (TIF) deal is not approved, it will require National Church Residences to reevaluate project financials and could result in the loss of the project and employer.

**Attachments**

1.	Ord. 28-2025 Staff Report: NCR
2.	NCR Development Agreement
3.	Ordinance No. 7-2026
4.	Exhibit A - Project Site
5.	Exhibit B - City - National Church Residences TIF Transfer and Indemnification Agreement



<b>Authors:</b>	James Russell, Economic Analyst
<b>Council Meeting Date:</b>	September 8, 2025
<b>Subject/Legislative Item:</b>	Ordinance No. 28-2025 - An ordinance authorizing the City Manager to enter into a development agreement with National Church Residences and Upper Arlington Schools ( <i>Lynch</i> )
<b>Purpose:</b>	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
<b>Executive Summary:</b>	<p>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.</p> <p>Specific commitments by NCR include:</p> <ul style="list-style-type: none"><li>• 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.</li><li>• 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</li></ul>



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.

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## **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



## **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 7th day of January, 2026, 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 (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 September 9, 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 September 8, 2025, the City Council for the City (the “City Council”) passed Ordinance No. 28-2025 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 15<sup>th</sup> 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@mmb.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.

**CITY:**

CITY OF UPPER ARLINGTON, OHIO

By:  01/07/26  
Steven R. Schoeny, City Manager

Approved as to Form:

By:  01/07/26  
Darren Shulman, City Attorney

EXECUTED as of the date first written above.

**DEVELOPER:**

NATIONAL CHURCH RESIDENCES:

By: Sean Alexander

Printed: Sean Alexander

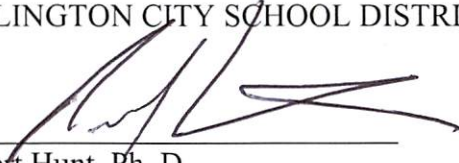
Title: SVP & CFO

EXECUTED as of the date first written above.

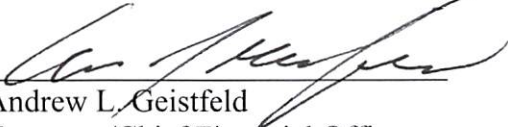
**SCHOOL DISTRICT:**

UPPER ARLINGTON CITY SCHOOL DISTRICT

By:

  
\_\_\_\_\_  
Robert Hunt, Ph. D.  
Superintendent

By:

  
\_\_\_\_\_  
Andrew L. Geistfeld  
Treasurer/Chief Financial Officer

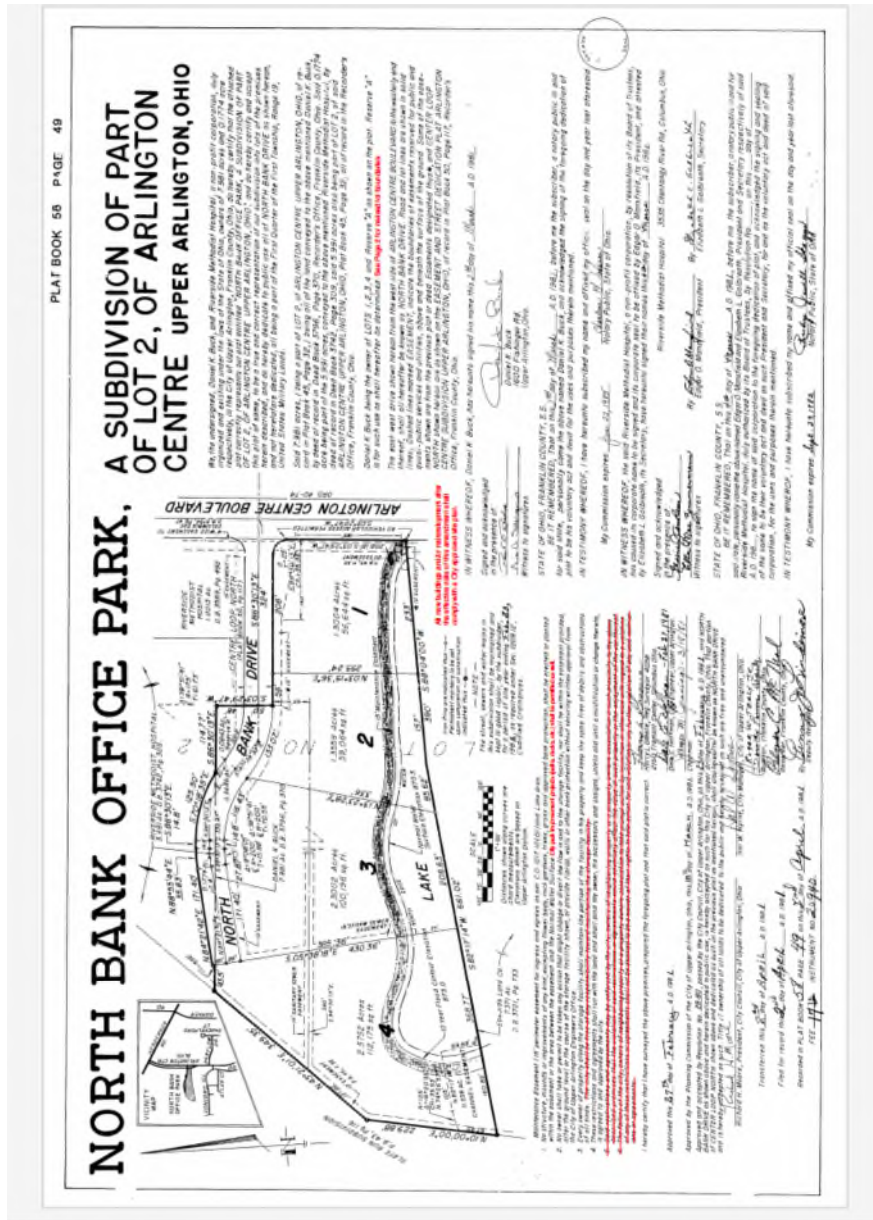
By:

  
\_\_\_\_\_  
Jenny McKenna  
President of the Board of Education

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**



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

350 Worthington Rd, Suite B  
Westerville, OH 43082  
phone ▶ 614.882.4311  
fax ▶ 614.882.4479  
[www.kleingers.com](http://www.kleingers.com)

**PLAT AMENDMENT  
TO  
NORTH BANK OFFICE PARK  
PB 58 PG 49  
NEW LOT 1**

Situated in the Northeast Quarter Township, Township 1 North, Range 19 West, United States Military District, City of Upper Arlington, County of Franklin, State of Ohio and being part of a tract of land owned by National Church Residences as recorded in Instrument Number 200711300206535 and known as Lot 1 in Plat Book 58 Page 49 and part of a tract of land owned by National Church Residences as recorded as Parcel 1 in Instrument 201212280200369 and known as Lot 2 in Plat Book 58 Page 49, all recordings in the Franklin County Recorder's Office and being more particularly described as follows:

Beginning at a 5/8-inch rebar found at the northerly right of way of North Bank Drive (50 ft. R/W) and the southerly property line of a tract of land owned by Upper Arlington Medical Limited Partnership as recorded in Official Record 33575 Page A11; thence South 06°22'12" east, a distance of 5.00 feet to a 5/8-inch iron rebar found in the northerly line of a tract of land owned by National Church Residences as recorded in Official Record 3836 Page F13 and known as Lot 4 in Plat Book 58 Page 49; thence South 06°22'08" East, a distance of 45.00 feet to a 5/8-inch iron rebar found in the northwesterly corner of a tract of land owned by National Church Residences as recorded as Parcel 2 in Instrument Number 201212280200369 and known as Lot 3 in Plat Book 58 Page 49, the same being the southerly right of way of said North Bank Drive; thence North 83°37'48" east, a distance of 124.97 feet, along the southerly right of way of said North Bank Drive to a 5/8-inch iron rebar set; thence North 83°37'48" East, a distance of 46.43 feet to a 5/8-inch iron rebar found at a point of curvature; thence with a curve to the right having a radius of 175.00 feet, an arc length of 27.90 feet, a delta angle of 09°08'03" and bearing North 88°11'51" East, a chord distance of 27.87 feet to a 5/8-inch iron rebar found at a point of tangency; thence South 87°14'07" East, a distance of 14.80 feet, along the southerly right of way of said North Bank Drive to a 5/8-inch iron rebar found at a point of curvature; thence with a curve to the right having a radius of 175.00 feet, an arc length of 118.69 feet, a delta angle of 38°51'37" and bearing South 67°48'19" East, a chord distance of 116.43 feet to a 5/8-inch iron rebar found at a point of reverse curvature, along the southerly right of way of said North Bank Drive and the northwesterly corner of a tract of land owned by National Church Residences as recorded as Parcel 1 in said Instrument Number 201212280200369; thence with a curve to the left having a radius of 200.00 feet, an arc length of 126.70 feet, a delta angle of 36°17'42" and bearing South 66° 31'14" East, a chord distance of 124.59 feet, along the southerly right of way of said North Bank Drive, to a 5/8-inch iron rebar set at the True Point of Beginning;

Thence, from the True Point of Beginning, with a curve to the left having a radius of 200.00 feet, an arc length of 8.96 feet, a delta angle of 02°33'58" and bearing South 85°57'09" east, a chord distance of 8.96 feet, along the southerly right of way of said North Bank Drive, to a 5/8-inch iron rebar set at a point of tangency;

Thence South 87°14'07" East, a distance of 264.00 feet, along the southerly right of way of said North Bank Drive and the northerly property line of a tract of land owned by National Church Residences as recorded in Instrument Number 200711300206535 and known as Lot 1 in Plat book 58 Page 49, to a 5/8-inch iron rebar set at a point of curvature;

**INSPIRED PEOPLE ▶ CREATIVE DESIGN ▶ TRANSFORMING COMMUNITIES**



Thence with a curve to the right having a radius of 25.00 feet, an arc length of 39.28 feet, a delta angle of  $90^{\circ}00'54''$  and bearing South  $42^{\circ}13'40''$  east, a chord distance of 35.36 feet, along the westerly right of way of Arlington Centre Blvd. (70 ft. R/W) to a 5/8-inch iron rebar set at a point of tangency;

Thence South  $02^{\circ}45'07''$  West, a distance of 152.96 feet, along the westerly right of way of said Arlington Centre Blvd to a 5/8-inch iron rebar set;

Thence North  $87^{\circ}07'01''$  West, a distance of 299.45 feet to a 5/8-inch iron rebar set;

Thence North  $03^{\circ}14'05''$  East, distance of 177.55 feet to the True Point of Beginning and containing 1.215 acres of land, more or less.

All property corners set are 5/8-inch iron rebars with cap stamped "The Kleingers Group". Subject to easements, restrictions, and rights-of-way of record. Description is based on an actual ground survey performed by The Kleingers Group in September 2023.

Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) as established from a GPS survey originating on ODOT CORS Station "COLB" with a bearing North  $02^{\circ}45'07''$  West for the centerline of Arlington Centre Blvd.

## Preliminary

08/26/2025 11:12:22 AM

John T. Paul

Ohio Professional Surveyor No. 8188

Date



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

350 Worthington Rd, Suite B  
Westerville, OH 43082  
phone ► 614.882.4311  
fax ► 614.882.4479  
[www.kleingers.com](http://www.kleingers.com)

**PLAT AMENDMENT  
TO  
NORTH BANK OFFICE PARK  
PB 58 PG 49  
NEW LOT 2**

Situated in the Northeast Quarter Township, Township 1 North, Range 19 West, United States Military District, City of Upper Arlington, County of Franklin, State of Ohio and being part of a tract of land owned by National Church Residences as recorded as Parcel 1 and Parcel 2 in Instrument Number 201212280200369 and known as Lot 2 and Lot 3 in Plat Book 58 Page 49, all recordings in the Franklin County Recorder's Office and being more particularly described as follows:

Beginning at a 5/8-inch rebar found at the northerly right of way of North Bank Drive (50 ft. R/W) and the southerly property line of a tract of land owned by Upper Arlington Medical Limited Partnership as recorded in Official Record 33575 Page A11; thence South  $06^{\circ}22'12''$  east, a distance of 5.00 feet to a 5/8-inch iron rebar found in the northerly line of a tract of land owned by National Church Residences as recorded in Official Record 3836 Page F13 and known as Lot 4 in Plat Book 58 Page 49; thence South  $06^{\circ}22'08''$  East, a distance of 45.00 feet to a 5/8-inch iron rebar found in the northwesterly corner of a tract of land owned by National Church Residences as recorded as Parcel 2 in Instrument Number 201212280200369 and known as Lot 3 in Plat Book 58 Page 49, the same being the southerly right of way of said North Bank Drive; thence North  $83^{\circ}37'48''$  east, a distance of 124.97 feet, along the southerly right of way of said North Bank Drive to a 5/8-inch iron rebar set at the True Point of Beginning;

Thence, from the True Point of Beginning, North  $83^{\circ}37'48''$  East, a distance of 46.43 feet, along the southerly right of way of said North Bank Drive, to a 5/8-inch iron rebar found at a point of curvature;

Thence with a curve to the right having a radius of 175.00 feet, an arc length of 27.90 feet, a delta angle of  $09^{\circ}08'03''$  and bearing North  $88^{\circ}11'51''$  East, a chord distance of 27.87 feet, along the southerly right of way of said North Bank Drive, to a 5/8-inch iron rebar found at a point of tangency;

Thence South  $87^{\circ}14'07''$  East, a distance of 14.80 feet, along the southerly right of way of said North Bank Drive to a 5/8-inch iron rebar found at a point of curvature;

Thence with a curve to the right having a radius of 175.00 feet, an arc length of 118.69 feet, a delta angle of  $38^{\circ}51'37''$  and bearing South  $67^{\circ}48'19''$  East, a chord distance of 116.43 feet, along the southerly right of way of said North Bank Drive to a 5/8-inch iron rebar found at a point of reverse curvature, being the northwesterly corner of a tract of land owned by National Church Residences as recorded as Parcel 1 in said Instrument Number 201212280200369;

Thence with a curve to the left having a radius of 200.00 feet, an arc length of 126.70 feet, a delta angle of  $36^{\circ}17'42''$  and bearing South  $66^{\circ}31'14''$  East, a chord distance of 124.59 feet, along the southerly right of way of said North Bank Drive, to a 5/8-inch iron rebar set;

Thence South  $03^{\circ}14'05''$  West, a distance of 177.55 feet to a 5/8-inch iron rebar set;

**INSPIRED PEOPLE ► CREATIVE DESIGN ► TRANSFORMING COMMUNITIES**



Thence North 87°07'01" west, a distance of 256.61 feet to a 5/8-inch iron rebar set;

Thence North 10°00'00" West, a distance of 256.57 feet to the True Point of Beginning and containing 1.494 acres of land, more or less.

All property corners set are 5/8-inch iron rebars with cap stamped "The Kleingers Group". Subject to easements, restrictions, and rights-of-way of record. Description is based on an actual ground survey performed by The Kleingers Group in September 2023.

Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) as established from a GPS survey originating on ODOT CORS Station "COLB" with a bearing North 02°45'07" West for the centerline of Arlington Centre Blvd.

## Preliminary

08/26/2025 11:12:46 AM

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John T. Paul

Date

Ohio Professional Surveyor No. 8188



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

350 Worthington Rd, Suite B  
Westerville, OH 43082  
phone ▶ 614.882.4311  
fax ▶ 614.882.4479  
[www.kleingers.com](http://www.kleingers.com)

**PLAT AMENDMENT  
TO  
NORTH BANK OFFICE PARK  
PB 58 PG 49  
NEW LOT 3**

Situated in the Northeast Quarter Township, Township 1 North, Range 19 West, United States Military District, City of Upper Arlington, County of Franklin, State of Ohio and being part of a tract of land owned by National Church Residences as recorded in Official Record 3836 Page F13 and known as Lot 4 in Plat Book 58 Page 49 and part of a tract of land owned by National Church Residences as recorded as Parcel 2 in Instrument 201212280200369 and known as Lot 3 in Plat Book 58 Page 49, all recordings in the Franklin County Recorder's Office and being more particularly described as follows:

Beginning at a 5/8-inch rebar found at the northerly right of way of North Bank Drive (50 ft. R/W) and the southerly property line of a tract of land owned by Upper Arlington Medical Limited Partnership as recorded in Official Record 33575 Page A11; thence South 06°22'12" east, a distance of 5.00 feet to a 5/8-inch iron rebar found in the northerly line of a tract of land owned by National Church Residences as recorded in Official Record 3836 Page F13 and known as Lot 4 in Plat Book 58 Page 49 and being the True point of Beginning;

Thence, from the True Point of Beginning, South 06°22'08" East, a distance of 45.00 feet to a 5/8-inch iron rebar found in the northwesterly corner of a tract of land owned by National Church Residences as recorded as Parcel 2 in Instrument Number 201212280200369 and known as Lot 3 in Plat Book 58 Page 49, the same being the southerly right of way of said North Bank Drive;

Thence North 83°37'48" east, a distance of 124.97 feet, along the southerly right of way of said North Bank Drive to a 5/8-inch iron rebar set;

Thence South 10°00'00" East, a distance of 256.57 feet to a 5/8-inch iron rebar set;

Thence South 87°07'01" East, a distance of 26.67 feet to a 5/8-inch iron rebar set;

Thence South 10°00'00" East, a distance of 12.31 feet to a 5/8-inch iron rebar set;

Thence South 87°07'01" East, a distance of 125.59 feet to a 5/8-inch iron rebar set at a point of curvature;

Thence with a curve to the left having a radius of 81.00 feet, an arc length of 72.31 feet, a delta angle of 51°08'58" and bearing South 67°18'30" West, a chord distance of 69.93 feet to a 5/8-inch iron rebar set at a point of tangency;

Thence South 41°44'01" West, a distance of 69.52 feet to a 5/8-inch iron rebar set at a point of curvature;

Thence with a curve to the right having a radius of 89.00 feet, an arc length of 48.37 feet, a delta angle of 31°08'12" and bearing South 57°18'08" West, a chord distance of 47.77 feet to a 5/8-inch iron rebar set at a point of tangency;

**INSPIRED PEOPLE ▶ CREATIVE DESIGN ▶ TRANSFORMING COMMUNITIES**



Thence South 90°00'00" West, a distance of 18.90 feet to a 5/8-inch iron rebar set in the easterly property line of a tract of land owned by City of Upper Arlington as recorded in Deed Book 3173 Page 556;

Thence North 09°16'06" East, a distance of 138.09 feet;

Thence North 42°37'07" East, a distance of 349.35 feet to a point referenced by a 1-inch iron pipe found west 0.39 feet from property corner at the southwesterly corner of said Upper Arlington Medical Limited Partnership tract;

Thence South 87°14'07" East, a distance of 43.50 feet to the True Point of Beginning and containing 2.268 acres of land, more or less.

All property corners set are 5/8-inch iron rebars with cap stamped "The Kleingers Group". Subject to easements, restrictions, and rights-of-way of record. Description is based on an actual ground survey performed by The Kleingers Group in September 2023.

Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) as established from a GPS survey originating on ODOT CORS Station "COLB" with a bearing North 02°45'07" West for the centerline of Arlington Centre Blvd.

## Preliminary

08/26/2025 11:13:08 AM

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John T. Paul Date  
Ohio Professional Surveyor No. 8188



CINCINNATI  
COLUMBUS  
DAYTON  
LOUISVILLE

350 Worthington Rd, Suite B  
Westerville, OH 43082  
phone ▶ 614.882.4311  
fax ▶ 614.882.4479  
[www.kleingers.com](http://www.kleingers.com)

**PLAT AMENDMENT  
TO  
NORTH BANK OFFICE PARK  
PB 58 PG 49  
NEW LOT 4**

Situated in the Northeast Quarter Township, Township 1 North, Range 19 West, United States Military District, City of Upper Arlington, County of Franklin, State of Ohio and being part of a tract of land owned by National Church Residences as recorded in Instrument Number 200711300206535 and known as Lot 1 in Plat Book 58 Page 49, part of a tract of land owned by National Church Residences as recorded as Parcel 1 and Parcel 2 in Instrument 201212280200369 and known as Lot 2 and Lot 3 in Plat Book 58 Page 49 and part of a tract of land owned by National Church Residences as recorded in Official Record 3836 Page F13 and known as Lot 4 in Plat Book 58 Page 49, all recordings in the Franklin County Recorder's Office and being more particularly described as follows:

Beginning at a 5/8-inch rebar found at the northerly right of way of North Bank Drive (50 ft. R/W) and the southerly property line of a tract of land owned by Upper Arlington Medical Limited Partnership as recorded in Official Record 33575 Page A11; thence South  $06^{\circ}22'12''$  east, a distance of 5.00 feet to a 5/8-inch iron rebar found in the northerly line of a tract of land owned by National Church Residences as recorded in Official Record 3836 Page F13 and known as Lot 4 in Plat Book 58 Page 49; thence North  $87^{\circ}14'07''$  West, a distance of 43.50 feet to a point referenced by a 1-inch iron pipe found in the easterly property line of a tract of land owned by City of Upper Arlington as recorded in Deed Book 3173 Page 556; thence South  $42^{\circ}37'07''$  West, a distance of 349.35 feet to a 5/8-inch iron rebar set; thence South  $09^{\circ}16'06''$  West, a distance of 138.09 feet to the True Point of Beginning;

Thence, from the True Point of Beginning, North  $90^{\circ}00'00''$  East, a distance of 18.90 feet to a 5/8-inch iron rebar set at a point of curvature;

Thence with a curve to the left having a radius of 89.00 feet, an arc length of 48.37 feet, a delta angle of  $31^{\circ}08'12''$  and bearing North  $57^{\circ}18'08''$  East, a chord distance of 47.77 feet to a 5/8-inch iron rebar set at a point of tangency;

Thence North  $41^{\circ}44'01''$  East, a distance of 69.52 feet to a 5/8-inch iron rebar set at a point of curvature;

Thence with a curve to the right having a radius of 81.00 feet, an arc length of 72.31 feet, a delta angle of  $51^{\circ}08'58''$  and bearing North  $67^{\circ}18'30''$  East, a chord distance of 69.93 feet to a 5/8-inch iron rebar set at a point of tangency;

Thence South  $87^{\circ}07'01''$  East, a distance of 125.59 feet, to a 5/8-inch iron rebar set;

Thence North  $10^{\circ}00'00''$  West, a distance of 12.31 feet to a 5/8-inch iron rebar set;

Thence South  $87^{\circ}07'01''$  East, a distance of 582.73 feet to a 5/8-inch iron rebar set in the westerly right of way of Arlington Centre Blvd (70 ft. R/W);

Thence South  $02^{\circ}45'07''$  West, a distance of 55.22 feet, along the westerly right of way of said Arlington Centre Blvd. to a 5/8-inch iron rebar set at the northeasterly corner of



Concord Village Phase 2 as recorded in Plat Book 58 Page 11 and the southeasterly corner of a tract of land owned by National Church Residences as recorded in Instrument Number 200711300206535;

Thence South  $87^{\circ}20'06''$  West, a distance of 390.00 feet, along the southerly property line of a tract of land owned by National Church Residences as recorded as Parcel 1 in Instrument Number 201212280200369, to a 5/8-inch iron rebar set;

Thence South  $81^{\circ}33'20''$  West, a distance of 661.01 feet, along the southerly property line of a tract of land owned by National Church Residences as recorded in Official Record 3836 Page F13, to a 5/8-inch iron rebar set in the easterly property line of said City of Upper Arlington;

Thence North  $09^{\circ}16'06''$  East, a distance of 91.79 feet to a 5/8-inch iron rebar set at the True Point of Beginning and containing 2.268 acres of land, more or less.

All property corners set are 5/8-inch iron rebars with cap stamped "The Kleingers Group". Subject to easements, restrictions, and rights-of-way of record. Description is based on an actual ground survey performed by The Kleingers Group in September 2023.

Bearings shown hereon are based on the Ohio State Plane Coordinate System, South Zone, and North American Datum of 1983 (2011) as established from a GPS survey originating on ODOT CORS Station "COLB" with a bearing North  $02^{\circ}45'07''$  West for the centerline of Arlington Centre Blvd.

## Preliminary

08/26/2025 11:16:41 AM

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John T. Paul Date  
Ohio Professional Surveyor No. 8188

**RECORD OF ORDINANCES**  
CITY OF UPPER ARLINGTON  
STATE OF OHIO

---

**ORDINANCE NO. 7-2026**

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**AUTHORIZING THE CITY OF UPPER ARLINGTON, OHIO TO ACCEPT TITLE TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY AND IMMEDIATELY TRANSFER TITLE BACK TO THE CURRENT OWNER FOR THE PURPOSE OF IMPLEMENTING TAX INCREMENT FINANCING PURSUANT TO OHIO REVISED CODE SECTION 5709.41**

**WHEREAS,** the City of Upper Arlington, Ohio (the “City”) is desirous of encouraging economic development within the City to create jobs for its residents and to increase the City’s tax base; and

**WHEREAS,** in furtherance of those efforts, the City has implemented several planning initiatives, including, but not limited to the City’s ongoing updates to the City’s Master Plan (collectively, the “Development Plans”); and

**WHEREAS,** as evidenced by the Development Plans, the City is “engaged in urban redevelopment” as provided in Ohio Revised Code (“R.C.”) Section 5709.41; and

**WHEREAS,** pursuant to R.C. Sections 5709.41, 5709.42 and 5709.43, the City is authorized to enact an ordinance (the “TIF Ordinance”) to declare “Improvement” (as defined in R.C. Section 5709.41) to be a public purpose and exempt from real property taxation so long as (1) the City held fee title to such real property prior to the adoption of the TIF Ordinance, and (2) such real property is leased or conveyed to any person either before or after the adoption of the TIF Ordinance; and

**WHEREAS,** National Church Residences, an Ohio nonprofit corporation (the “Developer”) desires to construct or cause to be constructed in multiple phases a development consisting of offices, senior living apartments, and senior housing (the “Project”) on certain parcels of real property described and depicted on Exhibit A attached hereto (the “Property”) within the City; and

**WHEREAS,** the City desires to support the project through the passage of the TIF Ordinance pursuant to R.C. Section 5709.41; and

**WHEREAS,** in order to pass the TIF Ordinance, the City is required to accept fee title to the Property and transfer fee title to the Property back to the current owner.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of the City of Upper Arlington, Franklin County, State of Ohio that:

**SECTION 1.** The City Manager or any other officer of the City is hereby authorized to (1) accept title to the Property, as described and depicted on Exhibit A attached hereto, via limited warranty deed, for \$1.00 and to immediately transfer title to the Property back to the current owners via quitclaim deed for the same amount, and (2) to take any and all other actions required to effectuate the transfer of the property, including, but not limited to, recording the deeds with the Franklin County Recorder.

**SECTION 2.** Based on the nature of the transaction, City Council waives the requirement to get the property appraised pursuant to authority granted by R.C. 223.07(B).

**SECTION 3.** The property is not needed for a municipal purpose.

**SECTION 4.** The City Manager, Finance Director, City Attorney or any other officials of the City, as appropriate, are authorized and directed to sign any other documents, instruments or certificates, including but not limited to the Transfer and Indemnification Agreement, a form of which is attached hereto as Exhibit B, and take such actions as are necessary or appropriate to consummate or implement the actions described in or contemplated by this Ordinance.

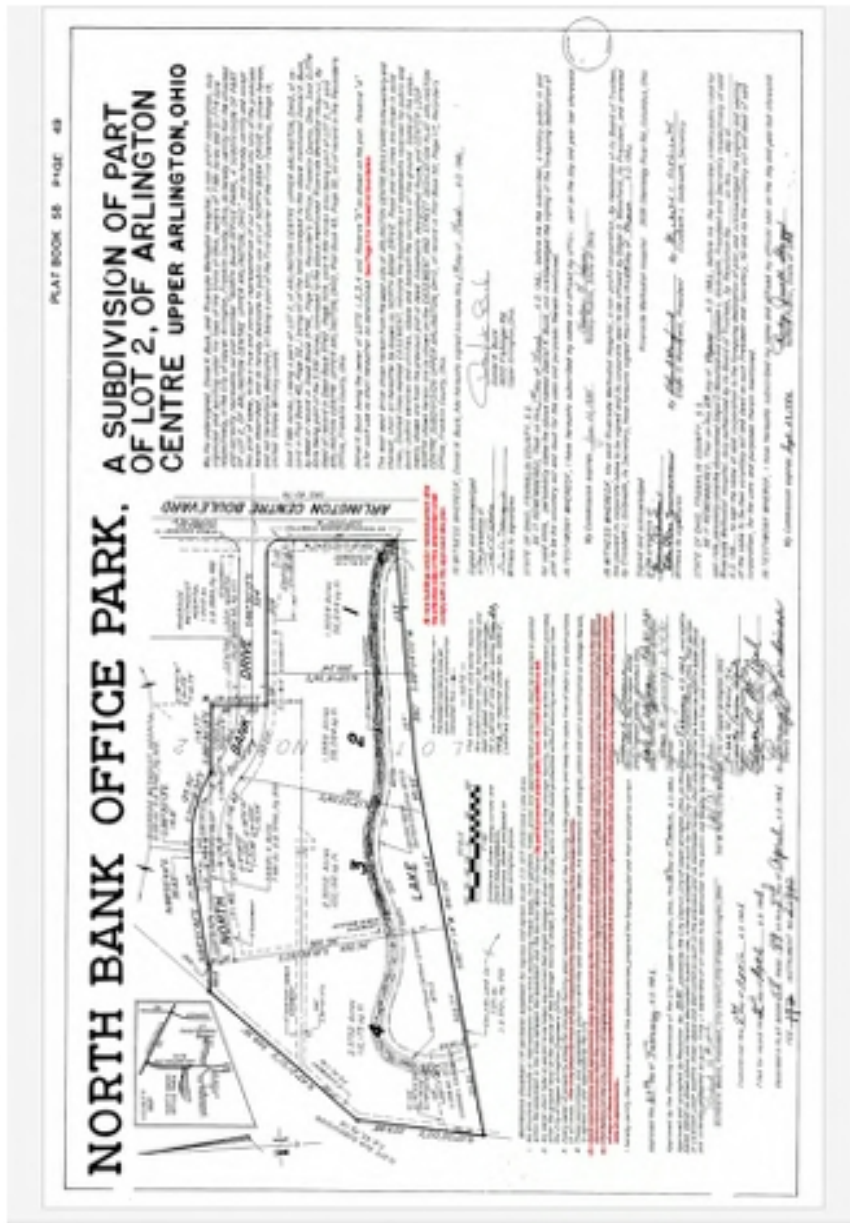
**SECTION 5.** It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including R.C. Section 121.22.

**SECTION 6.** This ordinance shall take effect 30 days after passage.

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:



## **TRANSFER AND INDEMNIFICATION AGREEMENT**

This Transfer and Indemnification Agreement (“Agreement”) is entered into this \_\_\_\_ day of March, 2026, by and among **NATIONAL CHURCH RESIDENCES**, an Ohio nonprofit corporation (“Owner” or “Indemnitor”), and the **CITY OF UPPER ARLINGTON, OHIO**, a municipal corporation (the “City”).

### **Recitals**

WHEREAS, the parties are undertaking the urban redevelopment of the real property described in Exhibit A (the “Project Site”); and

WHEREAS, to support that urban redevelopment, the City agreed to include the Project Site in a tax increment financing (“TIF”) area under Ohio Revised Code Section 5709.41; and

WHEREAS, in order to include the Project Site in that TIF area, the City must have acquired fee title to the Project Site while engaged in urban redevelopment and prior to the enactment by the City Council of the TIF ordinance under Ohio Revised Code Section 5709.41, and Owner intends to transfer its interest in the fee title to the Project Site to the City with the City then transferring that same interest in the title to the Project Site to Owner; and

WHEREAS, the parties desire to memorialize their agreement to convey the Project Site and protect the City against any liabilities that may occur as a result of the conveyance to the City and re-conveyance back to the Owner of the Project Site.

### **Agreement**

NOW THEREFORE, in consideration of their mutual covenants set forth herein and their respective commitments for the urban redevelopment of the Project Site, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the foregoing and as follows:

Section 1. Transfer. The Owner agrees to convey the Owner’s individual interest in the title to the Project Site to the City via general warranty deed (the “Owner’s Deed”). The City hereby agrees to re-convey to the Owner or its designee the title interests to the Project Site that were conveyed to the City by such Owner via general warranty deed (the “City’s Deed”) immediately following the City’s acceptance of title to each parcel within the Project Site without any intervening transfers of the title interests to the Project Site to anyone other than the Owner. The Owner will deposit the executed and notarized Owner’s Deed, and the City will deposit the executed and notarized City’s Deed in escrow with Northwest Title Family of Companies, Inc.; Attention: Brad Linville, Esq. (phone: 614-682-8921; email: brad.linville@nwttitle.com) (“Escrow Agent”), whose address is 1160 Dublin Road, #500, Columbus, OH 43215. Upon receipt of both the Owner’s Deed and the City’s Deed, the Escrow Agent shall release the deeds from escrow and cause the Owner’s Deed to be recorded first in the Franklin County Recorder’s Office and cause the City’s Deed to be recorded immediately thereafter in the Franklin County Recorder’s Office. Owner shall be responsible for any fees and costs associated with the property transfers. If Escrow

Agent does not receive both the Owner's Deed and the City's Deed by March 31, 2026, at 5:00 PM, Escrow Agent shall return to the Owner or the City, as applicable, the deed deposited with it, without any further notice to the Owner or the City.

Section 2. Indemnification. The Indemnitor agrees to indemnify the City and hold harmless and defend the City from and against, and pay for, any and all costs, losses, liabilities, damages and expenses, including reasonable fees and expenses of attorneys, other than Excluded Liabilities, that are not offset by insurance proceeds and that are paid or incurred by the City as a result of or relating to the conveyance of the Project Site to the City by Indemnitor or the re-conveyance of the Project Site by the City to Indemnitor or its designee, including but not limited to costs, losses, liabilities, damages, and expenses incurred due to claims of any violations of any local, state, or federal environmental rules, ordinances, acts, laws or regulations. The City must give prompt notice to Indemnitor of the assertion of any claim or the commencement of any suit, action or proceeding with respect to which indemnity may be sought hereunder, specifying, if known, the facts pertaining thereto and the amount or an estimate of the amount of the liability arising therefrom, provided, however, failure to give such notice does not relieve Indemnitor of any liability hereunder (except to the extent Indemnitor has suffered actual prejudice thereby). The Indemnitor, as affected, has the right to participate in or assume the defense of any such suit, action or proceeding at its own expense, and the City has the right (but not the duty) to participate in the defense thereof, which will be at Indemnitor's expense unless Indemnitor has assumed the defense thereof. Whether or not such Indemnitor chooses to defend or prosecute any claim, such Indemnitor and the City will cooperate in the defense or prosecution thereof and will take all such actions as may be reasonably requested in connection therewith. "Excluded Liability" means any amount due under this section to the extent it is attributable to (i) the gross negligence or willful misconduct of the City or the failure of the City to perform any obligation required to be performed by the City as a condition to being indemnified hereunder, including without limitation, the settlement of any claim hereunder without the consent of Indemnitor, as affected, or, to the extent Indemnitor's ability to defend a claim is prejudiced materially, the failure of the City to give timely written notice to Indemnitor of the assertion of the claim.

Indemnitor also hereby agrees to forever acquit and discharge the City from any and all liabilities, damages, losses, costs, actions, manners of action, causes of action, claims and/or demands of any nature and description, both known and unknown, suspected and unsuspected, foreseen and unforeseen, and whether arising in law or in equity, and except for Excluded Liabilities, which result or may result in the future as a result of or relating to the conveyance of the Project Site to the City by Indemnitor, or the re-conveyance of the Project Site by the City to Indemnitor or its designee.

Indemnitor must obtain the same release of the City as that contained in the immediately preceding paragraph from any other developer(s) with whom it co-develops the Project Site.

Section 3. Notices. All notices or other correspondence relating to this Agreement must be in writing (including e-mail or facsimile) and must be delivered or sent guaranteed

overnight delivery, by facsimile or e-mail (to be followed by personal or overnight guaranteed delivery, of requested) or by postage prepaid registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient. Unless otherwise specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

**As to the City:**

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

With a copy to:

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

**As to National Church Residences:**

Attn: Legal Department  
2245 North Bank Drive  
Columbus, Ohio 43220  
Email: [legal@nationalchurchresidences.org](mailto:legal@nationalchurchresidences.org)

With a copy to:

Murray Murphy Moul + Basil LLP  
c/o Brian Basil  
1114 Dublin Road  
Columbus, Ohio 43215  
Email: [basil@mmbmb.com](mailto:basil@mmbmb.com)

Section 4. Successors; Assignment; Amendments, Changes and Modifications. This Agreement is binding upon the Indemnitor, the City and their respective successors in interest and the City and its successors in interest. This Agreement may not be assigned by Indemnitor or the City without the prior written consent of the other. This Agreement may only be amended by written instrument executed by the City and Indemnitor.

Section 5. Extent of Covenants; No Personal Liability. All obligations of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. No such obligation will be deemed an obligation of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity.

Section 6. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision is fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never formed a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

Section 7. Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument. Signatures transmitted or stored by facsimile or electronic means are deemed original signatures and duplicates are deemed original copies of this Agreement.

Section 8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supersedes prior agreements and understandings between the parties on this subject matter.

Section 9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

[signatures on next page]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

**NATIONAL CHURCH RESIDENCES**

an Ohio nonprofit corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF UPPER ARLINGTON, OHIO**

a municipal corporation

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**For purposes of acknowledging its agreement to provide the escrow services referenced in Section 1 above,**

**NORTHWEST TITLE FAMILY OF COMPANIES, INC.**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE - TRANSFER AND INDEMNIFICATION AGREEMENT]

## EXHIBIT A

### DESCRIPTION OF PROJECT SITE

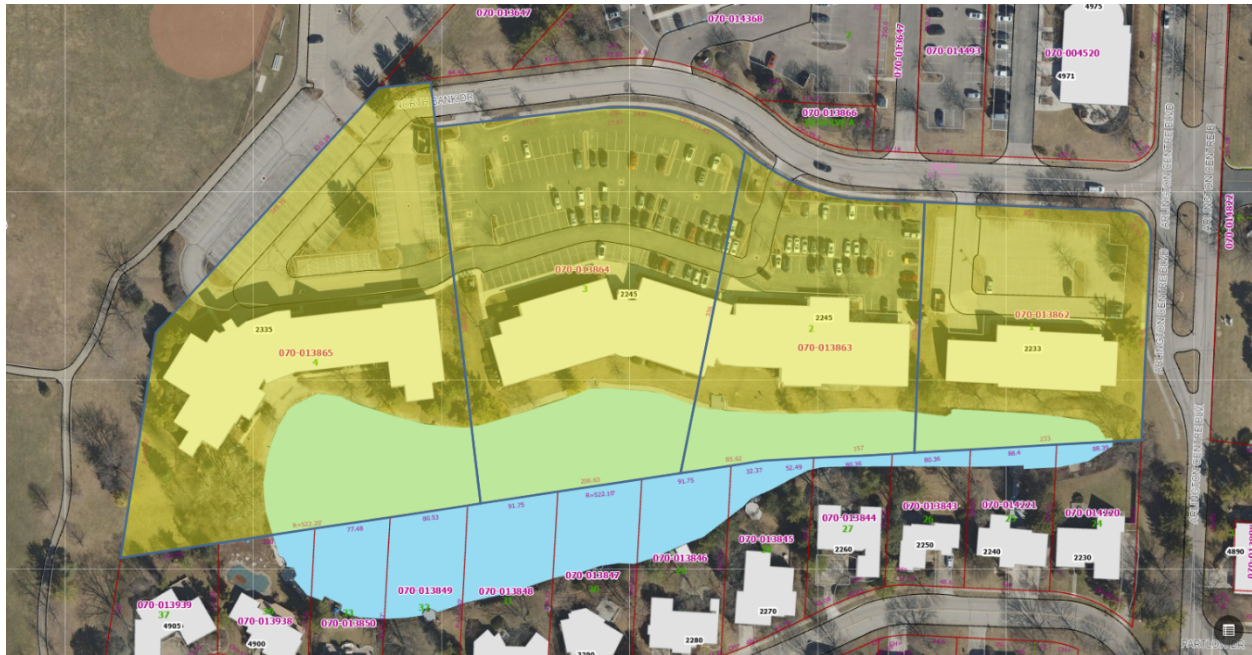
The Project Site is the real property situated in the City of Upper Arlington, County of Franklin, State of Ohio that as of the date of this Ordinance is identified by the County Auditor of Franklin County, Ohio as having tax parcel identification numbers listed below, as that real property may be subdivided, combined and be designated with different parcel numbers from time to time, and as depicted in the below map highlighted in **yellow**:

070-013865-00

070-013864-00

070-013863-00

070-013862-00





**Authors:** Debbie McLaughlin, Parks & Recreation Director  
Jeff Anderson, Parks Development & Arts Superintendent

**Council Meeting Date:** February 9, 2026

**Subject/Legislative Item:** Ordinance No. 8-2026 - To Authorize the City Manager to Enter into Contract with Aqua Pools N Concrete for the Replacement of the Pool Finish at Reed Road Water Park (*Fortkamp*)

**Purpose:** To replace the pool finish at Reed Road Water Park

**Executive Summary:** This legislation authorizes the City Manager to enter into a contract with Aqua Pools N Concrete for the replacement of the pool finish at Reed Road Water Park. Securing the vendor at this time allows staff to prepare for construction this spring and helps ensure the pool is completed and ready for on-time opening.

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### **Purpose and Impact**

This is an ordinance authorizing the City Manager to enter into a contract with Aqua Pools N Concrete in the amount of \$323,230 with a 20% contingency of \$64,646 for a total amount not to exceed \$387,876 for the replacement of the pool finish at Reed Road Water Park. This work is part of the \$1,000,000 in the 2026 Facilities Maintenance and Repairs Budget for immediate repairs at Reed Road Water Park. Of this budget, \$475,000 was allocated for the pool finish replacement based upon the estimates provided by Water Technology Inc. This project will carry a 20% contingency due to potential unseen conditions and the need for concrete repair once the existing pool finished is removed.

In August 2025, the City engaged Water Technology Inc. to complete an assessment of the Reed Road Water Park to observe and document physical conditions of the pools. The resulting document provided a cost estimate range and prioritization for needed repairs and maintenance. The pool's quartz aggregate finish was one of the items identified as being in poor condition due to the multiple repairs, patches and areas of delamination. This project will remove and replace the existing finish with a new long-lasting quartz aggregate finish, providing a safer and more comfortable finish for pool patrons.

### **History**

The detailed design for the replacement of the pool finish was completed by Water Technology Inc. in January 2026 and the project was publicly advertised using the City's standard process for construction projects. On January 30, 2026, the City received one bid from Aqua Pools N Concrete in the amount of \$323,230.



Aqua Pools N Concrete's bid was reviewed by City Staff and has been determined to be responsive. The company has experience replacing pool finishes and has familiarity with Reed Road Water Park, having previously completed repairs on the pool. The contractor has also confirmed that they have availability to complete the replacement this spring in advance of the pool opening for the 2026 swim season.

**Alternatives**

An alternative to proceeding with this ordinance would be to rebid the project. However, even though only one bid was received, it is below the estimate that was provided by Water Technology Inc. and it is unlikely that the City would receive better pricing from a rebid.

It is also recommended that this project not be delayed. Proceeding with the project will allow the Contractor to complete the replacement prior to the 2026 swim season. This is the preferred time to complete the work as the new pool finish will need to remain wet (fill pool) throughout its cure time. If the work is not completed prior to the swimming season, it would need to be completed at the end of the season. However, this time frame is less desirable as it would require draining the pool, performing the replacement and then refilling the pool to allow for the proper cure time. This would add cost and time to the project.

**Attachments**

1.	Ordinance No. 8-2026
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# RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON

STATE OF OHIO

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## ORDINANCE NO. 8-2026

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### TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH AQUA POOLS N CONCRETE FOR THE REPLACEMENT OF THE POOL FINISH AT REED ROAD WATER PARK

**WHEREAS,** in August 2025, the City engaged Water Technology Inc. to complete an assessment of the physical condition of the pools at Reed Road Water Park, including identification of needed repairs, prioritization, and associated cost estimates; and

**WHEREAS,** the assessment identified the pool's quartz aggregate finish as being in poor condition due to multiple repairs, patches, and areas of delamination, necessitating replacement; and

**WHEREAS,** a detailed design for the replacement of the pool finish was completed by Water Technology Inc. in January 2026, and the project was publicly advertised in accordance with the City's standard bidding procedures; and

**WHEREAS,** on January 30, 2026, the City received one bid from Aqua Pools N Concrete in the amount of \$323,230, which was reviewed by City staff and determined to be responsive; and

**WHEREAS,** Aqua Pools N Concrete has experience in pool finish replacement and prior familiarity with Reed Road Water Park, and has confirmed availability to complete the work in spring 2026 in advance of the 2026 swimming season; and

**WHEREAS,** this project is included within the \$1,000,000 appropriated in the 2026 Facilities Maintenance and Repairs Budget for immediate repairs at Reed Road Water Park, of which \$475,000 was allocated for the pool finish replacement based on the estimates provided by Water Technology Inc.; and

**WHEREAS,** a contingency of twenty percent (20%) is necessary due to the potential for unforeseen conditions and required concrete repairs once the existing pool finish is removed.

**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 Aqua Pools N Concrete for the replacement of the pool finish at Reed Road Water Park for an amount not to exceed \$387,876, which includes a 20-percent contingency.

**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.** Pursuant to Council Rules Article IV (4)(D)(5) – one reading shall be required to award a contract to the lowest and best bidder pursuant to UACO Chapter 138 – Procurement Code.

**SECTION 4.** Pursuant to Council Rules Article IV (5)(C)(5) – an ordinance shall go into effect immediately when it involves the award of a contract to the lowest and best bidder pursuant to UACO Chapter 138 – Procurement Code, therefore this ordinance shall take effect immediately after passage.



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<b>Authors:</b>	Jacolyn Thiel, Assistant City Manager Brent Lewis, Finance Department Director
<b>Council Meeting Date:</b>	February 9, 2026
<b>Subject/Legislative Item:</b>	Ordinance No. 9-2026 - To Appropriate and Transfer Funds for Human Resources Consulting Services ( <i>Kulewicz</i> )
<b>Purpose:</b>	To appropriate funds within the City Manager's Office budget from Personal Services to Consulting Services.
<b>Executive Summary:</b>	\$150,000 transfer within the City Manager's Office from Personal Services to Consultant Services for a 12-month Human Resources Consulting Contract.

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### **Purpose and Impact**

To transfer appropriations from personal services to other than personal services for a consulting contract to provide interim Human Resources leadership and operational support during the planned retirement of the City's Human Resources Director and a broader evaluation of the City's long-term HR needs. The contract, for an amount not to exceed \$150,000, will ensure continuity of service, maintain compliance and employee support functions, and provide professional guidance and mentorship to internal staff while HR operations and organizational structure are assessed. This approach is intended to minimize disruption to City services, support employees across all departments, and position the City for a smooth and informed leadership transition.

### **History**

The City of Upper Arlington's Human Resources Division supports approximately 340 full-time and part-time employees across 10 departments and is responsible for labor relations, benefits administration, regulatory compliance, workplace safety, employee development, and recruitment. In recent years, the City has experienced growth in programs, staffing needs, and service complexity, including the opening of the Bob Crane Community Center in 2025, which significantly expanded recreation, wellness, and community programming. As a result, Human Resources functions such as onboarding, part-time and seasonal staffing, performance management, compliance, and benefits administration have increased in scope and demand.

With the upcoming retirement of the Human Resources Director, the City identified the need for temporary external support to maintain operational stability and provide executive-level HR oversight. The City released an RFP for these services and is currently reviewing proposals to identify the top term and negotiate a contract. The proposed contract will allow a qualified



consulting firm to assume HR Director-level responsibilities for approximately twelve (12) months while the City prepares an internal team member for an enhanced leadership role and conducts a comprehensive review of HR practices and organizational needs to inform long-term staffing and structure decisions.

### **Alternatives**

As an alternative, the City could proceed directly with hiring a new Human Resources Director and maintain the current organizational structure without transferring funds for a Human Resources Contract. While this option would restore permanent leadership more quickly, it would not provide the opportunity for a comprehensive evaluation of Human Resources needs or an independent review of current practices to inform and support a new Director in approximately one year.

### **Attachments**

1.	Ordinance No. 9-2026
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# RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON

STATE OF OHIO

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## ORDINANCE NO. 9-2026

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### TO APPROPRIATE AND TRANSFER FUNDS FOR HUMAN RESOURCES CONSULTING SERVICES

**WHEREAS,** the City anticipates the planned retirement of the Human Resources Director and is evaluating long-term resource needs, and to ensure continuity of services during this transition, seeks interim Human Resources support through a consulting contract not to exceed \$150,000; and

**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 transfer \$150,000 in appropriations within the General Fund from the City Manager – Personal Services category to the City Manager – Other Than Personal Services category.

**SECTION 2.** This ordinance shall take effect immediately upon passage.



**Authors:** Debbie McLaughlin, Parks & Recreation Director  
Steven Schoeny, City Manager

**Council Meeting Date:** February 9, 2026

**Subject/Legislative Item:** Ordinance No. 6-2026 - To Amend the Upper Arlington Code of Ordinances to Enact Chapter 161 - Older Adults Advisory Board, Relative to the Administrative Code

**Purpose:** Create a new City Council appointed advisory board to guide services that support and enrich the lives of older adults in the community.

**Executive Summary:** In 2025, the City determined that expanded and sustainable services are necessary to support older adults in our community through all stages of the aging process. Through the assessment and implementation process, a new position, Community Services Coordinator, was included in the 2026 budget and staff collaborated with community organizations on a transition of services to the City effective in January 2026. The collaboration with organizations included many agencies, most specifically the UA Commission on Aging and the Senior Advisory Group which supports programs and social events at the Bob Crane Community Center (BCCC). A key part of the transition was the creation of a City Board to guide staff in overseeing services by learning from older adults, service providers and caregivers. This ordinance will create a new City Board to serve in this capacity.

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### **Purpose and Impact**

The Older Adults Advisory Board will serve in an advisory capacity to staff in the development and oversight of programs and services, connections to regional organizations, and provide feedback from our residents and their caregivers. Board appointments would be made by City Council during their annual appointment process.

### **History**

The oversight of services for older adults has evolved over the past few decades. In the 1980s a temporary City Commission was established to develop a 5-year plan to assess and implement necessary services. In 1988, the UA Commission on Aging (UACOA) was formed to replace the City's Commission and included an annual stipend to support operations. In 2009, the City established the STAY UA pilot program to guide older adults in the community,



followed by the 2017 formation of UA CARES (Community Assistance, Referrals, and Education Services) in the Fire Division to promote community health. These two services merged in 2019 with the creation of a full-time city position.

In 2025, the City opened the Bob Crane Community Center, which greatly expanded the facilities and programs available to the community's older adults, and the UA CARES program integrated support services from the Police Division and added a social worker. The combined strength of the CARES program and wealth of opportunities available at the community center presents a unique opportunity to consolidate City and community-driven older adult services. This resulted in the City's position of expanded capability and sustainable resources to serve our older adults. An assessment process included meeting with the UACOA Board to understand their services and any known gaps in services. Staff also met with older adults receiving services, the Senior Advisory Group and several community and regional agencies.

A key part of these discussions was the utilization of an advisory board to guide staff in the development of services by hearing from older adults, service providers and caregivers. This will allow people with expertise, experience and passion to serve older adults a way to share their insights with our staff and support the City by informing residents of the direction for services. This new Board is planned to include nine members to provide opportunities for various perspectives to be represented in formalized discussions. The proposed Board structure is similar to other City boards and commissions. An additional option of interest is the provision to allow the Board to participate virtually.

### **Alternatives**

An alternative to creating the Older Adults Advisory Board would be for staff to have ongoing focus groups or informal discussions. While these types of interactions are common, it does not provide an established group to work with on a regular basis that is involved in discussion and can serve as ambassador in the community.

### **Attachments**

1.	Ordinance No. 6-2026
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# RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON

STATE OF OHIO

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## ORDINANCE NO. 6-2026

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### TO AMEND THE UPPER ARLINGTON CODE OF ORDINANCES TO ENACT CHAPTER 161 – OLDER ADULTS ADVISORY BOARD, RELATIVE TO THE ADMINISTRATIVE CODE

- WHEREAS,** in March 1981, City Council created a City Commission on Aging to provide a forum for considering pertinent issues, advising Council and community groups, establishing a five-year plan, and monitoring implementation of resulting programs; and
- WHEREAS,** in March 1988, the Commission on Aging became a not-for-profit organization, and in April 1988 Council repealed the ordinance establishing the Commission as a City commission and authorized an annual stipend to fund an independent commission; and
- WHEREAS,** in 2009, the City established STAY UA as a pilot program to guide older adults in the community; and
- WHEREAS,** in 2017, the City formed UA CARES (Community Assistance, Referrals, and Education Services) within the Fire Division to promote community health, educate residents, prevent injuries, and address healthcare and wellness needs; and
- WHEREAS,** in 2019, the STAY UA and UA CARES programs merged to combine services and approaches in service to the community through a full-time employee; and
- WHEREAS,** in 2025, the City opened the Bob Crane Community Center, greatly expanding the facilities and programs available to older adults, and the UA CARES program integrated support services from the Police Division and added a social worker; the combined strength of the CARES program and the opportunities available at the community center present a unique opportunity to consolidate City and community-driven older adult services; and
- WHEREAS,** the City has collaborated with the Upper Arlington Commission on Aging to develop a City structure to oversee and expand sustainable services for older adults utilizing a citizen advisory board to provide guidance, education, and connections to staff; and
- WHEREAS,** Council has charged the Older Adults Advisory Board with continuing the goal of promoting Upper Arlington as a community that supports

and enriches the lives of older adults through all stages of the aging process.

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

**SECTION 1.** Chapter 161 – Older Adults Advisory Board, of Part 1 – Administrative Code, of the Upper Arlington Code of Ordinances is hereby enacted as follows:

**CHAPTER 161  
OLDER ADULTS ADVISORY BOARD**

**§ 161.01 - ESTABLISHMENT.**

Pursuant to its authority under the Charter of the City of Upper Arlington, Ohio, City Council hereby establishes the Older Adults Advisory Board.

**§ 161.02 - MEMBERSHIP AND TERMS.**

- (A) The Older Adults Advisory Board shall consist of nine (9) residents of the City appointed by the President of Council, subject to the approval of Council.
- (B) Board membership shall reflect a diverse representation of older adults, older adult service providers, and caregivers.
- (C) Appointments shall commence on the date approved by Council or such other date as Council may provide. Members shall serve four-year terms ending on the last day of June of the final year of the term. Notwithstanding the standard four-year term established herein, initial and subsequent appointments may be shortened or lengthened by Council to maintain staggered terms.
- (D) Absence from three (3) consecutive regular meetings shall vacate the member's position unless such absence is excused by a vote of the Board.
- (E) Vacancies occurring other than by expiration of term shall be filled by appointment of the President of Council, subject to Council approval, for the remainder of the unexpired term.

**§ 161.03 - ORGANIZATION AND PROCEDURES.**

- (A) The Board shall elect a Chair, who shall preside over meetings and act as

the parliamentarian and a Vice Chair, who shall assume the duties of the Chair in the Chair's absence.

- (B) The Board shall establish rules for the conduct of its business. Such rules shall not conflict with the City Charter, state law, or this Chapter and shall generally conform to Robert's Rules of Order. Rules may include provisions permitting attendance by videoconference, teleconference, or other electronic means in compliance with Ohio Revised Code Section 121.22 and applicable public records laws. All rules shall be submitted to the City Clerk and maintained on file.
- (C) The City Manager or designee shall serve as the staff liaison to the Board and may assign other employees to assist with duties such as recording of minutes, as authorized by Council.
- (D) Five (5) members shall constitute a quorum for the transaction of business. No action shall be taken without the concurrence of a majority of members present and voting; however, a minimum of five (5) affirmative votes is required for recommendations of the Board.

#### **§ 161.04 - POWERS AND DUTIES.**

- (A) The purpose of the Older Adults Advisory Board is to provide guidance regarding support services that assist older adults in aging within the Upper Arlington community.
- (B) The Board shall serve as ambassadors to the older adult community by sharing information about available resources, fostering connections, and supporting a coordinated approach to meeting the needs of older adults and their caregivers.
- (C) The Board shall work to enhance the vision of Upper Arlington as a community that actively welcomes and supports older adults by serving as a focus group for the City to provide input on existing and potential programs.
- (D) The Board may provide recommendations to Council, the City Manager, or City department directors.
- (E) The Board shall not serve as a policy-making entity, dispute resolution body, or ombudsman.
- (F) The Board shall function solely in an advisory capacity and shall have no independent authority to act without approval from City Council or the City Manager.

**SECTION 2.** This ordinance shall take effect 30 days after passage.



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<b>Authors:</b>	Jacolyn Thiel, Assistant City Manager
<b>Council Meeting Date:</b>	February 9, 2026
<b>Subject/Legislative Item:</b>	Ordinance No. 10-2026 - To Amend the 2026 Employee Strength Table for the City Manager's Office to Include a Human Resources Manager Position
<b>Purpose:</b>	To amend the 2026 employee strength table for the City Manager's Office to include a Human Resources Manager position to reflect the vacancy in the HR Director position.
<b>Executive Summary:</b>	This ordinance allows for the creation of a Human Resources Manager position that will work in conjunction with a Human Resources consultant for a 12-month period following the retirement of the current Human Resources Director on March 6, 2026. It is anticipated that the existing Human Resources Administrator will be elevated into this new role to work directly with the consultant to enhance and review the City's current HR practices and procedures.

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### **Purpose and Impact**

The City will be transitioning through the retirement of our existing Human Resources Director with an effective retirement date of March 6, 2026. Additional legislation includes an appropriation for a contract for HR consulting services for approximately twelve (12) months. The goal of this transition is to ensure continuity of service, provide mentorship, build internal capacity, and temporarily redistribute workload during the department's leadership transition. Through this transition, the need for a Human Resource leader to work directly with the HR consultant became clear. It is anticipated that the existing Human Resources Administrator will be elevated to this new role, so no additional position is being requested, only a change in job description and pay grade. The current Human Resources Administrator pay grade is 21. The proposed Human Resources Manager position was point-factored by a third party and is recommended to be a pay grade 24 to reflect the enhancement to the leadership role. There is no budget request associated with this change, but personnel expenses will be reviewed at mid-year, and a request may be made at that time.

### **History**

The City of Upper Arlington's Human Resources Division serves approximately 340 full-time and part-time employees across 10 departments. The division oversees labor relations, employee benefits, regulatory compliance, workplace safety, training and development, and



recruitment. With an upcoming leadership transition, the City is adding temporary support to ensure uninterrupted service and maintain effective internal operations.

Currently, the Human Resources Division includes three positions:

- Human Resources Director
- Human Resources Administrator
- Human Resources Specialist

The legislation before Council would temporarily adjust this structure for a twelve-month period by adding an HR consulting services contract, reclassifying the Human Resources Administrator to a Human Resources Manager role, and retaining the Human Resources Specialist position.

### **Alternatives**

As an alternative, the City could proceed directly with hiring a new Human Resources Director and maintain the current organizational structure without modifying existing positions. While this option would restore permanent leadership more quickly, it would not provide the opportunity for a comprehensive evaluation of Human Resources needs or an independent review of current practices to inform and support a new Director in approximately one year.

### **Attachments**

1.	Ordinance No. 10-2026
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# RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON

STATE OF OHIO

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## ORDINANCE NO. 10-2026

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### TO AMEND THE 2026 EMPLOYEE STRENGTH TABLE FOR THE CITY MANAGER'S OFFICE TO INCLUDE A HUMAN RESOURCES MANAGER POSITION

**WHEREAS,** on occasion, there are changes to the employee strength table, which require Council action; and

**WHEREAS,** the City anticipates the planned retirement of the Human Resources (HR) Director and is evaluating long-term resource needs during this transition; and

**WHEREAS,** this ordinance adjusts the HR structure by adding a Human Resources Manager position to be filled by the current Human Resources Administrator to ensure uninterrupted service and maintain effective internal operations.

**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: add a Human Resources Manager position for 1 FTE at paygrade 24. Reduce the Human Resources Administrator position from 1 FTE to 0 FTE for 2026.

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