10/14/2024 | 7:00 PM

Municipal Services Center, Council Chamber
3600 Tremont Road

If you are joining through Zoom, please click the link below to join the meeting:
https://us06web.zoom.us/j/88268224042
Or Telephone: 1 929 205 6099
Webinar ID:882 6822 4042

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

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

3. **Consent Agenda**

   a. Approve City Council Meeting Minutes for October 7, 2024

   b. Ordinance No. 58-2024 - An ordinance authorizing the City Manager to enter into contract with C.D. Whitfield LLC for the replacement of existing boilers located at the Municipal Services Center

   c. Ordinance No. 59-2024 - An ordinance authorizing the City Manager to enter into contract with United Healthcare (UHC) for administration of the City's self-funded health insurance program and stop loss coverage

4. **Reports/Presentations**

   a. 2024 Columbus Marathon Update, Presented by Darris Blackford, Race Director

   b. Update from Franklin County Auditor's Office: Ballot Levy Estimator, Presented by Jack O'Grady, Community Outreach Coordinator

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

   a. Ordinance No. 55-2024 - An ordinance amending §221.06 - Authorized Investment Instruments of Chapter 221 - Depositories and Investments, of the Upper Arlington Code of Ordinances *(Lynch)*

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

   a. Ordinance No. 57-2024 - An ordinance approving easement agreements to ensure ongoing street maintenance for the Arlington Gateway Project and to authorize the abandonment of an easement *(Munc)*

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

   a. Resolution No. 9-2024 - A resolution accepting recommendations from the Upper Arlington Tax Incentive Review Council (TIRC) *(Close)*

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

   a. Ordinance No. 60-2024 - An ordinance authorizing the City Manager to enter into contract with Franklin County Public Health (FCPH) for 2025 public health services

   b. Ordinance No. 61-2024 - An ordinance authorizing the City Manager to enter into a lease agreement with Bake Me Happy for café operations at the Bob Crane Community Center

   c. Ordinance No. 62-2024 - An ordinance amending Chapter 155 - Personnel Code of the Upper Arlington Code of Ordinances

9. **City Manager Update**

10. **Executive Session**

    a. Motion to enter into Executive Session pursuant to O.R.C. Section 121.22 (G)(4) – preparing for negotiations with public employees AND pursuant to O.R.C. Section 121.22 (G)(8)(a)(b) - to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance.

    A unanimous quorum of the public body is required by roll call vote.

11. **Adjournment**

October 7, 2024

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

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

Staff Present: City Attorney Darren Shulman, City Manager Steven Schoeny, Assistant City Manager Jackie Thiel, City Clerk Krystal Gonchar, IT Director Jeff Kasson, Finance Director Brent Lewis, Fire Chief Chris Zimmer, Police Chief Keith Hall, Public Service Director Gary Wilfong, Performance Analyst Katy Rees, Parks & Recreation Director Debbie McLaughlin, Community Affairs Director Emma Speight, Community Development Director Chad Gibson, City Attorney Office Extern Keith Richards.

Pledge of Allegiance

The Pledge of Allegiance was led by Heidi Munc.

Consent Agenda

a. Approve City Council Meeting Minutes for September 16, 2024

Ms. Adams moved, seconded by Ms. Munc, to approve the Consent Agenda. The motion carried with the following vote:

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

Reports/Presentations

a. Presentation on the new Rumpke Recycling Facility, presented by Jacob Heffron, Municipal & Public Sector Specialist for Rumpke Waste and Recycling

Jacob Heffron presented the Rumpke Waste and Recycling Update (attached hereto and incorporated herein as Exhibit A). Mr. Heffron stated that the new recycling center was designed in partnership with Ohio State University students and is a state-of-the-art facility. There is an educational center included in the space for the purpose of encouraging sustainable practices. Starting November 1, 2024, clear clam-shell recycling containers will be able to be processed due to implementation of optical scanner technology. The site can process even more than the previous facility. Rumpke will now focus on educating the public on what can actually be recycled.

In response to Ms. Adam's question about school participation, Mr. Heffron confirmed that the Upper Arlington school district has a Green Team. In response to Mr. Kulewicz's question about the most common product that can be diverted from landfills, Mr. Heffron said that cardboard is the most common. Mr. Heffron shared that the City of Columbus changed zoning laws to include requirements for recycling spaces to be built into multi-family housing sites.

Mr. Heffron noted that the Rumpke facility does not recycle all types of plastic. They refer less to the number and type of plastic and focus instead on shapes. In response to Ms. Munc's question about how communities can encourage and incentivize recycling, Mr. Heffron said free curbside recycling is key. Ms. Munc thanked Katy Rees for her work on recycling and the City's curbside food waste program. In response to President Awakessien Jeter's question about a public relations campaign, Mr. Heffron said they are working on social media posts and direct mailers that describe what can be recycled. He encourages site visits so the public can see how recycling works.

b. Finance Director's Report – August 2024

The Finance Director stated the August report looks similar to July, with strong numbers. Mr. Lewis stated that EMS billing revenues are down, but the City is working with the Attorney General's office on old claims. President Awakessien Jeter commented that the August report was delayed due to the timing of the September Council meetings.

c. Update from the City Attorney on Street Renaming Procedures

The City Attorney reviewed an updated draft for street renaming procedures (attached hereto and incorporated herein as Exhibit B). Mr. Shulman stated that the project was initially discussed prior to Council's summer recess, when a proposal was made to rename a street in honor of Pleasant Litchford. Mr. Shulman stated that it was discovered that the City does not currently have a policy for renaming streets. He stated that this draft is meant to be a starting point, with three main questions posed: 1) what percentage of property owners need to sign the petition; 2) what is the compensation to the residents, if any; and 3) the fee amount.

Mr. Shulman recommends that a requirement for consideration must include support of 90 percent of property owners, with no compensation for objectors, and a petition fee of $500.00.

Mr. Lynch commented that the proposed $500.00 fee, with a $400.00 refund if the street name is not changed, does not seem likely to cover the costs. He said he would consider a higher fee with no refund. Mr. Kulewicz asked if there was anything included that would show residents the incurred costs before agreeing to sign a petition. Mr. Shulman said they could include a disclosure on the form or include that information in the policy. Ms. Adams asked for the rationale behind the high percentage rate of 90 percent of property owners. Mr. Shulman stated that based on research 100 percent seemed too high, even though Columbus uses that number, but he wanted to be mindful of the real impacts for renaming streets. He stated that he wanted a higher percentage than what is in place for the City's current sidewalk petition process due to the impact. The Assistant City Manager said they are trying to remove as much controversy as possible.

Ms. Adams asked if there was a real estimate on the expected number of street renaming requests. Ms. Thiel said the street proposed earlier this year had over 100 homes that would be impacted. The City Manager said this has not come up in the past because it was not offered and we must be prepared for cases where it would be very easy to get smaller streets renamed. Mr. Shulman said the fee does not begin to cover staff costs, but the high amount may act as a deterrent. Ms. Adams stated that in the case of the request to rename a street after Pleasant Litchford, that street was at one point in history named after him, then later renamed.

Vice President Close asked about standards for Council approval if this policy was adopted. He asked how Council would determine the factors, if this would be a quasi-judicial review, and would there be an appeal process. Mr. Shulman said staff will provide Council with historical information, recommendations, present potential conflicts, and cost estimates. He stated that if the required percentage is lowered, then an appeals process may be necessary.

Ms. Munc commented that she liked the problem-solving around those smaller streets, but she is more concerned about the larger impacts. She asked if there are examples of cities with lower percentages. Mr. Shulman said there is an example of a city with a 75 percent threshold, but not many lower than that. He said he will provide his research results. Ms. Munc asked if there are more details of costs. Mr. Shulman said they do have more specific numbers that drilled down to specific costs, but costs are variable. For example, recorded deed costs are based on the number of pages. Mr. Walter asked for an estimate of staff time per request for the items listed. Mr. Shulman said he will follow up with that information. Mr. Walter asked if consideration was made for the objectors. Mr. Shulman said the solution of paying the objectors would make them whole. President Awakessien Jeter said that may incentivize behavior to object up front.

Mr. Kulewicz asked if there have been any exceptions made for major roads, such as Pete Rose Way and Martin Luther King, Jr. Blvd. in Cincinnati. Vice President Close said this is for a resident initiated process, not a Council-led process, but would think that Council would be able to rename a street if so desired. President Awakessien Jeter asked for direction on next steps. Mr. Shulman said he will continue to work on a final draft to present to Council for a vote. Vice President Close and Mr. Lynch both commented that they are fine with percentages as proposed.

Legislative Items for Second Reading/Public Hearing

a. Ordinance No. 55-2024 - An ordinance amending §221.06 – Authorized Investment Instruments of Chapter 221 – Depositories and Investments, of the Upper Arlington Code of Ordinances

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 55-2024.

President Awakessien Jeter advised the Third Reading/Public Hearing/Council Action will be on October 14, 2024.

Legislative Items for First Reading/Public Hearing

a. Ordinance No. 57-2024 – An ordinance approving easement agreements to ensure ongoing street maintenance for the Arlington Gateway Project and to authorize the abandonment of an easement

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 57-2024.

Mr. Kulewicz recused himself, left the Council Chambers at 8:15 p.m., and returned at 8:17 p.m., after discussions ended. He was present for all further business.

Ms. Thiel said the project has been ongoing for seven years. She stated that sanitary sewers were improved for this area. Ms. Adams asked if the City received money from the developer before signing. The Public Service Director said the developer will pay OSU directly.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action will be on October 14, 2024.

b. Ordinance No. 58-2024 – An ordinance authorizing the City Manager to enter into contract with C.D. Whitfield LLC for the replacement of existing boilers located at the Municipal Services Center

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 58-2024.

Ms. Thiel introduced Mike Hammer, the new Facilities Manager, who will assist in long-term planning of City facilities. Mr. Kulewicz asked why this item is not included in the Capital Improvement Plan due its lifespan of 25 years. Mr. Lewis said it is considered a maintenance project and the City would not go out for bonds on these types of projects. He said this type of item is different from infrastructure-related items. Ms. Adams asked why there was only one bid. Ms. Thiel said she is unsure, but staff followed typical procedures when bidding this out. Ms. Adams asked what happens with delayed projects, as referenced in the staff report. Ms. Thiel said the money will be requested again in next year's budget for those outstanding items.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action will be on October 14, 2024.

c. Ordinance No. 59-2024 – An ordinance authorizing the City Manager to enter into contract with United Healthcare (UHC) for administration of the City's self-funded health insurance program and stop loss coverage

In response to President Awakessien Jeter's invitation to speak, there were no questions or comments from the public relative to Ordinance No. 59-2024.

Mr. Lewis stated that this is an annual renewal of stop loss coverage and health care administration. This year they went through a bidding process for the employee health care program since the UHC contract ends this year. He stated that UHC remained the best option. Staff spent a large amount of time reviewing other options, including unbundled services. This is a three-year hold on the fee, but the City is not obligated for three years. Staff will continue researching options. Mr. Lewis said there will be a four-percent increase for PPO participants and a one-and a half-percent increase for HSA participants. Ms. Adams asked if there are trends to switch from self-insured plans. Mr. Lewis said most of the surrounding communities are self-insured. Most places are moving away from PPO plans.

President Awakessien Jeter advised the Second Reading/Public Hearing/Council Action will be on October 14, 2024.

City Manager Update

The City Manager shared that a burn ban is still in effect. Ms. Munc asked if the ban is expected to last throughout fall. Mr. Schoeny said that unless there is more rain, we can expect the ban to last. Ms. Adams asked for more outreach updates. Mr. Schoeny also reported that an offer was made to fill the vacant Human Resources Director position and the candidate has accepted. The candidate comes from the City of Columbus, Public Utilities.

* * *

There being no further business to come before City Council, President Awakessien Jeter called for a motion to adjourn the meeting. Vice President Close moved, seconded by Ms. Munc to adjourn. The motion carried unanimously and the meeting adjourned at 8:31 p.m.

EXHIBIT A

RUMPKE

UNITED STATES BEST MANAGED COMPANIES
Recognizing private company success

Rumpke Waste & Recycling

Keeping communities clean and green since 1932

Company Overview

4000	Employees
2700	Vehicles
14	Recycling Facilities
26	Transfer Stations
15	Landfills
2021	Better Business Bureau Torch Award
2020-2023	U.S. Best Managed Company
2020	Glass Recycling Coalition Gold Level Certification

Rumpke's Columbus Operations

Milo-Groan, at Fifth & Fields

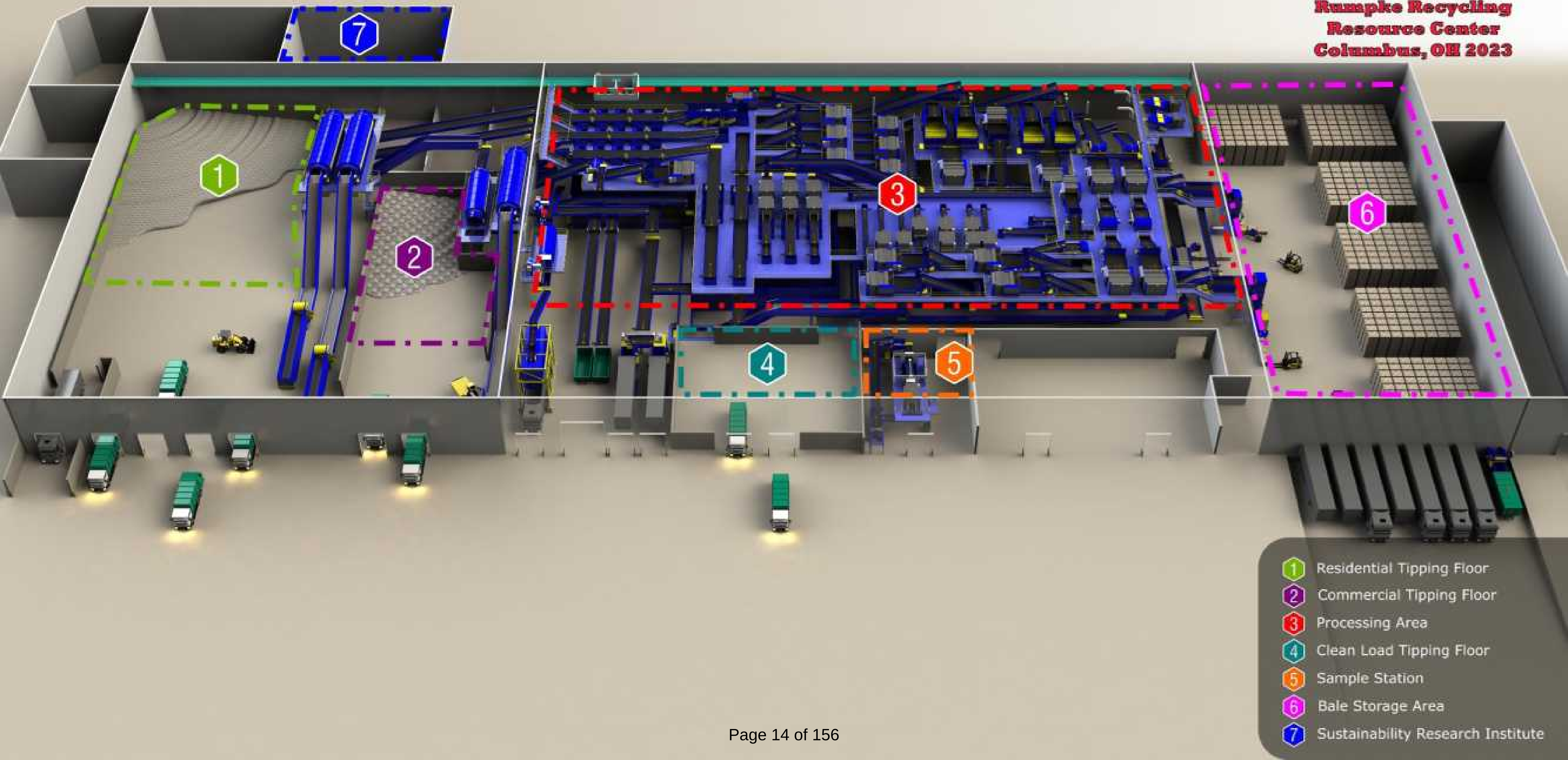
- 500 Employees
- Recycling Facility
- Transfer Station
- Hauling & Operations
- Area Administration & Sales
- Maintenance Facility

RUMPKE RECYCLING AND RESOURCE CENTER 1/21/2022


RUMPKE
RUMPKE

RUMPKE

Future State of the Art
Rumpke Recycling
Resource Center
Columbus, OH 2023



The Rumpke Recycling & Resource Center

The Largest Recycling Facility in the U.S. –65 tons/hour

- AI vision system and robotics
- Optical Scanners – 20!
- Duel container line
- Ballistic Separators - no screens or rotating shafts
- LDPE recovery through the optics

The Rumpke Recycling & Resource Center

The Largest Recycling Facility in the U.S. –65 tons/hour

- 98% recovery rate of acceptable recyclables
- Sampling station to identify the percentage of commodities in stream.
- Trommel size separation before presort
- Commercial cardboard recovery / Commercial tipping floor
- 97% uptime / system repeatability

The Most Technologically Advanced Recycling Facility in the Country!

Innovation

- Our Cincinnati Material Recovery Facility currently ranks the fourth largest in North America
- Rumpke is currently building the largest Material Recovery Facility in North America in Columbus, Ohio
- Collaborating with local educators and sustainability programs

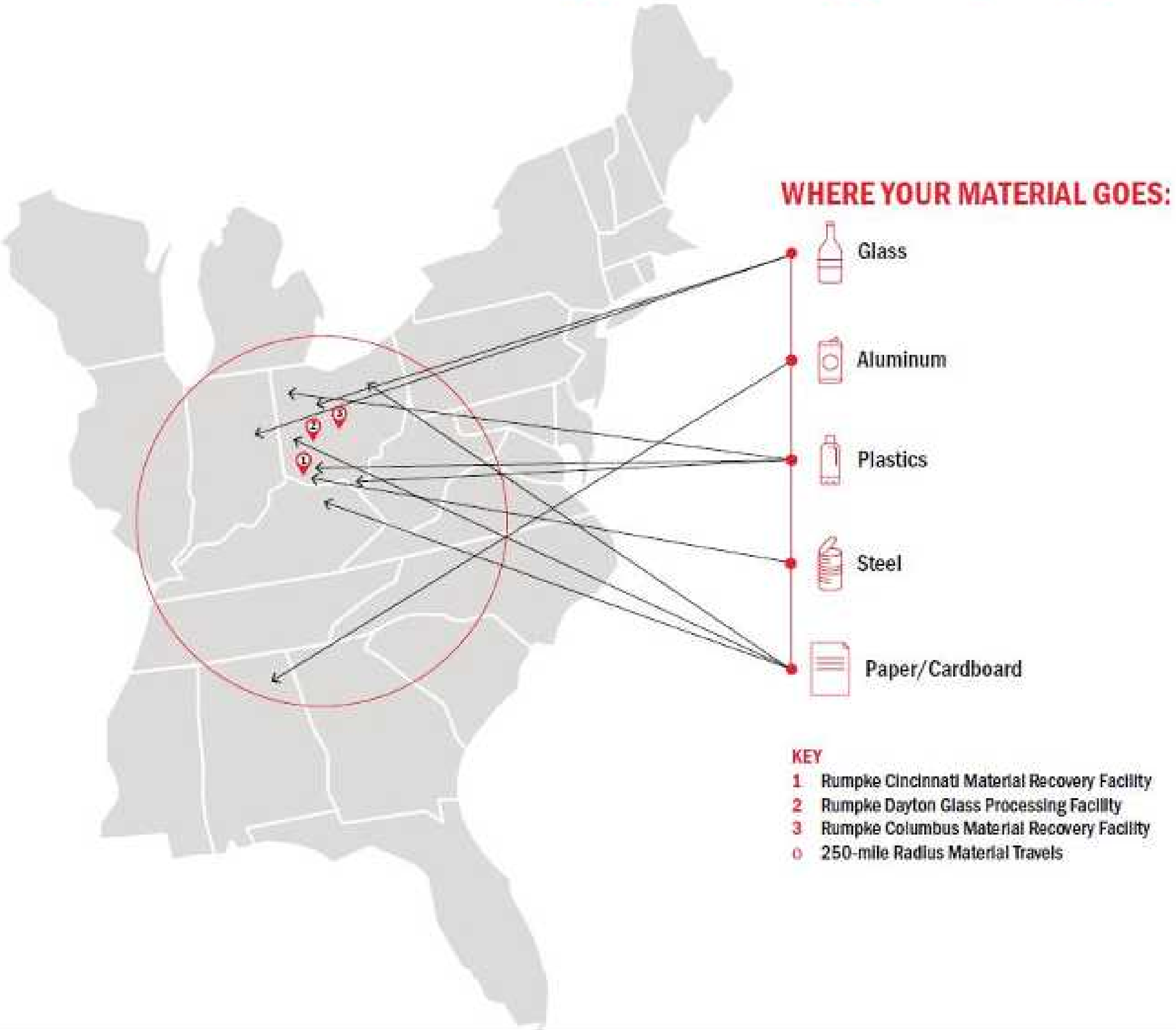
Committed to Sustainability

- Glass Processing Facility in Dayton, Ohio, helps provide Ohio companies with raw material
- Continuing investments in glass processing technology and
- Partnering with local organizations to enhance research and career opportunities
- On average, the glass plant processes around 60,000 tons annually

New Products!

Cardboard	→	**Cardboard**
Mixed paper	→	**Paperboard (cereal box)**
Newspaper	→	**Newspaper, paperboard**
Aluminum cans	→	**Aluminum cans (60 days)**
Plastic bottles	→	**Irrigation pipe/strapping tape**
Steel cans	→	**New steel products**
Cartons	→	**TIssues**
Plastic Tubs	→	**New plastic containers**

Circular Economy: Geography Matters



Nearby end-users assist with logistics and freight. This allows for personal relationships, which is a key to the success of our business!

A Cycle of Success

- ADS (Advanced Drainage Systems)
- Anchor Glass
- Axium Plastics Veritas
- Evergreen Plastics
- Greif, Inc.
- Johns Manville
- O-I (Owens-Illinois)
- Phoenix Plastics
- Pratt Industries
- Purecycle

Street Renaming Policy

The Street Name Change Review Process for eligible streets begins with the submission of a complete application.

An eligible street is one that has not had a name change within the past 50 years.

A complete application includes the following:

1. Copy of the tax map showing:
    a. The street to be renamed and all lots involved in the request
    b. All streets that intersect the street to be renamed
    c. Requests must be for a continuous length of the street that begins and ends at a logical termini such as a dead end or intersection
2. Requested new street name
3. Provide biographical or historical information about the person or event for whom the street would be named after. Only individuals who are deceased are eligible for street renaming. If the request is to name the street after a person, the application should detail how the person was outstanding in achievement in the arts, professions, politics, science, education, sports, religion, commerce, philanthropy, public service, or a reputation that brings honor to the community, or personal commitment and service to the community, or has had a lasting effect for the good of the community.*
4. Following the receipt of an application, a petition will be prepared by the City Engineering Division containing all the names and addresses of property owners with land abutting the street in question (see a through c below). It will then be provided to the applicant for circulation. It will be the applicant's responsibility to contact all adjacent property owners in order to obtain evidence of 90% concurrence to the proposed street name change. Objections by 10% or more adjacent property owners, and/or a failure to obtain evidence to the contrary from each adjacent owner, will prevent said street renaming request from proceeding for City Council consideration.
    a. A petition requires a minimum of ten signatures
    b. If a street has less than ten parcels, any properties that touch the street (such as a side or back yard) must be included in the petition even if it would not result in an address change for that property.

   c. If this still results in less than ten properties, the closest properties on intersecting streets must be included in the petition even if it would not result in an address change for that property.
5. $500 application fee. The City will return $400 of the fee if the request if not granted.

Upon receipt of a complete application, staff will review the application and provide Council with:

1. Historical information about the current street name (if available)
2. A recommendation as to whether the requested name is consistent with City's Policy for Naming Public Properties, adopted 2/27/17.
3. A report detailing any concerns staff has identified with naming a street after the individual including the Franklin County Engineer's Office analysis to identify any conflicts across the County.
4. An estimated cost of replacing the renamed street signs

* These criteria match the criteria for eligibility for induction in the Wall of Honor.

Authors: Jacolyn Thiel, Assistant City Manager

Council Meeting Date: October 14, 2024

Subject/Legislative Item: Ordinance No. 58-2024 - An ordinance authorizing the City Manager to enter into contract with C.D. Whitfield LLC for the replacement of existing boilers located at the Municipal Services Center

Purpose: To contract with C.D. Whitfield Company LLC for the replacement of three (3) existing boilers located at the Municipal Services Building.

Executive Summary: To authorize the City Manager to enter into contract with C.D. Whitfield LLC for the purchase and installation of three (3) existing boilers, flues, and pumps with three (3) new boilers, three (3) flues through the roof, and primary/secondary pumps for a total contract not to exceed $324,865.00 including 5% contingency.

Purpose and Impact

This project will replace the 3 existing non-condensing boilers with condensing boilers at the Municipal Services Building. The project was advertised and bids were opened on September 16, 2024. C.D. Whitfield LLC was the only company to submit a bid at $309,396.00 for a total contract price of $324,865.00 including a 5% owner's contingency. This was just under the engineer's estimate of $325,000 and staff confirmed C.D. Whitfield LLC completed a successful project with the city in 2020 for a cooling tower replacement. Additionally, the architect completed a contractor interview on September 20, 2024 and confirmed full understanding and ability to perform the project. C.D. Whitfield LLC is not a minority owned contractor and they do not anticipate any minority owned subcontractors at this time.

This project was originally included in the 2024 Facility Maintenance budget for $210,000. The design for the project was started in early 2024 and additional items were found including the flues and roof penetrations, pumps and the cost for installation that were not included in the original budget. There are two other facility maintenance projects in the 2024 budget that will not be performed in 2024 including the MSC generator ($75,000), has not been received, and the Public Service Center HVAC units ($170,000) that will cover the additional cost above the budget for this project.

We estimate the contractor could have the boilers and pumps 16 weeks after purchase with a 90-day timeline to then complete the installation. We will work with the contractor on the exact timing, as it will cause a 3 week shut-down of heating to the building. During the procurement time for materials, the city will contract for a third-party commissioning agent which is required per code for installation and start-up of these units. This contract also identifies the contractor meet the requirements of our roof warranty with Carlisle for the roof penetrations for the flues.

History

The three boilers and pumps at the Municipal Services Building were last replaced in 1998 with an expected service life of 25 years. Since we are beyond the expected service life with frequent repairs needed, HVAC maintenance companies will no longer cover these items in a preventative maintenance plan and therefore would need to be contracted for and repaired separately for ongoing use. The replacement parts have long lead times and during the winters of 2022 and 2023, we only had 2 of the 3 running due to part procurement for repairs.

During design, the architect (BBCO) and mechanical engineer (Advanced Engineering Consultants) evaluated various options for the boilers and specified 750 MBH condensing boilers.These new condensing boilers will operate at 87.3% efficiency at design conditions (peak heating demand). As heating demand decreases and outside air temperature increases, the programmed outside air temperature reset will allow the boiler to operate at up to 97.4% efficiency. The non-condensing boilers that these new boilers are replacing operate at 80% efficiency. There will be a noticeable decrease in gas usage. The plans also re-route the gas flues to go directly through the roof and reconfigure the primary pump orientation to pump into the boilers instead of pumping out of the boilers (this has the fluid being pumped into the point of greatest pressure loss and limits any risks of cavitation in the pumps). This design also utilizes outside air when temperatures are above freezing to lower the leaving water temperature of the boilers allowing for condensing operation which reduces energy usage.

Alternatives

To delay this project and include it in a future budget. This could cause additional expenses in repairs and the possibility for reduced heating temperatures to the building.

Attachments

1.	Ordinance No. 58-2024

RECORD OF ORDINANCES
CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 58-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH C.D. WHITFIELD LLC FOR THE REPLACEMENT OF EXISTING BOILERS LOCATED AT THE MUNICIPAL SERVICES CENTER

WHEREAS, the three existing boilers and pumps at the Municipal Services Center were last replaced in 1998, with an expected service life of 25 years; and

WHEREAS, this project was originally included in the 2024 Facility Maintenance budget and the design process began in early 2024; and

WHEREAS, the project was advertised and bids were opened on September 16, 2024; and

WHEREAS, C.D. Whitfield LLC was the only company to submit a bid of $309,396.00, with a total contract price of $324,865.00, which included a five percent owner's contingency; and

WHEREAS, it is the recommendation of Staff to award the bid to C.D. Whitfield LLC for an amount not to exceed $324,865.00.

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 C.D. Whitfield LLC for replacement of three existing boilers at the Municipal Services Center, for an amount not to exceed $324,865.00.

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

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

STAFF REPORT

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

Authors:	Brent Lewis, Finance Department Director
Council Meeting Date:	October 14, 2024
Subject/Legislative Item:	Ordinance No. 59-2024 - An ordinance authorizing the City Manager to enter into contract with United Healthcare (UHC) for administration of the City's self-funded health insurance program and stop loss coverage
Purpose:	To authorize the City Manager to enter into a three-year contract with UHC for administration of the City's self-funded health insurance program and a one-year contract with UHC for related stop-loss coverage. Both of these contracts are fixed rate contracts that are applied on a per employee, per month basis (monthly rate x number of enrolled employees in that month). Based on projected enrollment estimates, it is estimated the total cost of these two contracts would not exceed $1,250,000 for the 2025 healthcare program.

Executive Summary:

The City's three-year contract with United Healthcare (UHC) to provide administration of the City's self-funded health insurance program expires in 2024. Therefore, a request for proposal process was conducted through the City's third-party benefit consultant (CBIZ). Staff recommends entering into another three-year contract with UHC for healthcare plan administration services at $48.02 per employee, per month. It is important to note, if the City becomes unhappy with these services, or determines to go in a different direction, the City is not locked in for the full three years.

Additionally, stop-loss insurance coverage expires and renews annually. CBIZ also solicited quotes for this coverage. Staff recommends entering into a one-year contract with UHC for stop-loss coverage at $332.17 per employee, per month.

This ordinance is to authorize the expenditure of funds needed for the administration of the 2025 program, including stop-loss coverage.

Purpose and Impact

The City has maintained a self-funded health insurance program since 1991. This essentially means that the city pays health claims as they occur, as opposed to a fully-insured plan, in which an employer pays a certain amount each month (the premium) to the health insurance company. The City must contract with an insurance provider to administer the program and must obtain stop-loss coverage in order to protect the plan against large claims.

The City spent a significant amount of time during 2024 reviewing potential alternatives to our current model for providing a comprehensive, affordable health plan for employees. However, at this time, the staff feels that our current plan structure is the best model for the 2025 health plan. We will be continuing to research and evaluate alternatives during 2025.

<u>Administrative fees</u>: The City is in its last year of a three-year fixed rate administration contract with UHC. Therefore, a request for proposal process was conducted through the City's third-party benefit consultant (CBIZ). The City received three responses: UHC, Anthem, and an unbundled collaboration of Meritain/Aetna/Apta. City staff (consisting of the City Manager, Assistant City Manager, Finance Director, HR Director and staff) reviewed the proposals with CBIZ and ultimately decided that the UHC proposal was best. The fixed rate of $48.02 per employee, per month is guaranteed for the three-year term and is just slightly higher than the $47.76 for the previous three-year contract. With the current employee enrollment estimates, this contract is estimated to cost the City $130,0000 - $150,000 per year.

It is also important to note that if the City becomes unhappy with these services during the three-year period, or decides to go in a different direction with its healthcare plan, the City is not locked in for the full three years.

<u>Stop-loss coverage</u>: Stop-loss coverage expires and renews annually. The pricing for the stop loss coverage is not guaranteed and is priced annually based on claim history, risk analysis, etc. The City purchases specific and aggregate stop-loss coverage in order to protect the plan against large claims. The risk in self-funding is where a number of large claims occur and devastate the plan. With specific stop-loss, an amount is set above which the insurance company will cover 100% of the member’s covered claims for the year. The individual stop loss amount for our plan is $110,000, which means that the City is responsible for the first $110,000 of health care for each individual covered by the plan. Anything above $110,000 is paid in full by the insurance company. Aggregate stop-loss provides an upper limit for the overall plan costs. This gives the employer the security of knowing there is an upper limit in terms of annual cost that the plan will not exceed.

Much like the administration process described above, CBIZ solicited quotes for stop-loss coverage on behalf of the City. There were six submittals and it was once again that UHC would be the best option for the City. While it is not required that the stop-loss insurance provider be the same as the administrator, there are some advantages. First, it is easier to work with one company than two. Second, the administrator is incentivized to manage high-risk claimants carefully in order to minimize the number of stop-loss claims. Also, when a stop-loss submission is inevitable because payments exceed the attachment point, the administrator will know the claim history and the relevant details.

The proposed rate for the 2025 stop-loss renewal is $332.17 per employee, per month. This represents a $25.15 increase from the prior year. The increase is representative of the rising cost of healthcare and the fact that the City has had to utilize its stop-loss coverage several times over the past couple of years.

(Note: The authorization(s) requested in this ordinance are related to the fixed fee portions of the contract. Actual claims expenditures are authorized through the normal appropriation/budget process.)

Other Employee-Related Insurance Updates: This information is provided for informational purposes only. No action is required by the City Council.

Healthcare - Employee/Employer Impacts
Each year, the City's healthcare consultant (CBIZ) performs a funding analysis utilizing industry trends, 24 months of actual claims activity, expected claims, and fixed costs based on City enrollment levels. The analysis helps the City to determine how to fund the plan, cost sharing, and whether changes need to be made to the plan designs. For 2025, the City is not proposing any significant changes to the healthcare plan. Additionally, after two years of large increases to the employee share, proposed cost increases will be 4% for the PPO plan and 1.5% for the HSA plan. Under the family plan, these changes would represent an increase of $148 per year for the PPO plan and $52 under the HSA plan. Below are a few other details regarding the 2025 plan:

- As you know, the cost of the program is shared between the employees and the City. The allocation is proposed to remain at the current split of 12% to the employees and 88% to the City.
- The change to the total maximum out-of-pocket on the PPO plan that was made in 2024 will remain - $3,000 individual/$6,000 family in network and $6,000 individual/$12,000 family out of network.
- The HSA contributions were increased in 2024 to $1,500-employee only and $3,000-family. We intend to keep these amounts the same for 2025 and continue the practice of paying the full amount at the beginning of the calendar year. With the current employee enrollment estimates, this contract is estimated to cost the City $900,0000 - $1,100,000 per year.

Dental
The City also maintains a self-funded dental insurance program which consists of two components: administration of the program and payment of the claims. There is no stop-loss insurance for the dental program, as liability is limited to:

- Dentistry - $1,500 per calendar year, per life on the plan
- Orthodontia - $2,000 lifetime maximum per person (implemented in 2021)

The funding for the dental plan is fully covered by the City (no employee share). Based on the CBIZ analysis, the funding for this plan needs to be increased by 4.9% for 2025. The total estimated cost of the dental plan is approximately $270,000 per year.

Accounting for Health and Dental Insurance
As noted above, the City operates self-funded plans for both the health and dental programs. All fixed costs and claims are paid from the Employee Benefits Fund. This fund acts as the City's own internal "insurance company". The fund charges the City's other funds/departments a calculated "premium" for the employer portion of the program based on the employees that are enrolled in the program. The employee portion of the "premium" is withheld from their paycheck and deposited directly into the fund. The so-called "premiums" are determined annually based on the analysis performed by the City's benefits consultant, review of the fund balance, and other relevant factors.

If actual claims for a given year are less than expected (or funded), the fund balance will grow. The opposite will occur if claims come in higher than expected. However, as noted previously, the loss will be limited through the purchase of stop-loss coverage.

History

The City has maintained a self-funded health insurance program since 1991. This essentially means that the City pays health claims as they occur, as opposed to a fully-insured plan, in which an employer pays a certain amount each month (the premium) to the health insurance company. In return, the insurance company covers the costs of the employees' healthcare. With a fully-insured plan, there is no additional risk to the employer. The employer knows exactly what their plan is going to cost each year. The downside is if the employees are healthy and have low health plan utilization rates, the employer has spent a significant sum with no ability to recoup the funds. With self-funding, the opposite occurs: the healthier the employees are, the lower the plan costs will be. Additionally, self-funding gives us an almost infinite number of creative possibilities for managing the plan's healthcare costs, which are not available in a fully-insured, bundled arrangement. The City's self-funded healthcare plan consists of three financial components: administration of the program, payment of claims, and stop-loss insurance. The City contracts with a TPA to administer the health plan. The TPA processes claims as they arrive from the doctor, hospital, or pharmacy. They pay the claims upon receiving the funds from the City for this purpose.

Alternatives

The City reviewed potential alternatives to our current model for providing a comprehensive, affordable health plan for employees. We did evaluate introducing a new plan type; however, we did not believe the timing would lead to a successful launch. We will be evaluating alternatives for the 2026 plan year, which may include replacing or completely removing the PPO option.

The City's self-insured healthcare plan remains a beneficial program due to the direct control of funding and terms that keep it not only competitive with the healthcare market, but favorable with proposals when bid out to medical providers.

Attachments

1.	Ordinance No. 59-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 59-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR CONTRACT WITH UNITED HEALTHCARE (UHC) FOR ADMINISTRATION OF THE CITY'S SELF-FUNDED HEALTH INSURANCE PROGRAM AND STOP-LOSS COVERAGE

WHEREAS, the City has maintained a self-funded health insurance program since 1991; and

WHEREAS, the City's three-year contract with United Healthcare (UHC) to provide administration of the City's self-funded health insurance program expires in 2024 and stop-loss coverage expires annually; and

WHEREAS, the City reviewed potential alternatives to the current model for providing a comprehensive, affordable health plan for employees; and

WHEREAS, Staff believe that the current plan structure is the best model for the 2025 health plan, but will continue to research and evaluate alternatives during 2025; and

WHEREAS, a request for proposal process was conducted for both administration and stop-loss coverage through the City's third-party benefit consultant (CBIZ); and

WHEREAS, for administration, Staff, in consultation with CBIZ, believe UHC's proposal with a fixed rate of $48.02 per employee, per month and a total estimated cost to the City of $130,0000 - $150,000 per year is the best option; and

WHEREAS, for stop-loss coverage, Staff and CBIZ believe the UHC proposal is also the best option with a proposed rate for the 2025 renewal of $332.17 per employee, per month, a $25.15 increase from the prior year, consistent with rising costs of healthcare; and

WHEREAS, Staff recommends authorizing the City Manager to enter into contract with UHC for the administration of the City's healthcare program (three-year rate guarantee) and stop-loss insurance programs (renewed annually).

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

<u>SECTION 1.</u> The City Manager is hereby authorized to enter into a three-year contract with United Healthcare for the City's healthcare program administration.

SECTION 2. The City Manager is hereby authorized to enter into a one-year contract with United Healthcare for stop-loss coverage related to the City's self-funded health insurance program.

SECTION 3. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

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

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

Authors: Brent Lewis, Finance Department Director

Council Meeting Date: October 14, 2024

Subject/Legislative Item: Ordinance No. 55-2024 - An ordinance amending §221.06 - Authorized Investment Instruments of Chapter 221 - Depositories and Investments, of the Upper Arlington Code of Ordinances *(Lynch)*

Purpose: To amend C.O. Chapter 221 Depositories and Investments in accordance with the recommendations of the Financial Policies Review Committee.

Executive Summary: The Financial Policies Review Committee recommended changes to the City's investment policy. Since the policy is codified in Chapter 221, it requires an ordinance to adopt the changes.

Purpose and Impact
As noted in the staff report outlining the 2024 Financial Policies Review Committee's recommended changes, there are proposed changes to the City's investment policy. In summary, the changes:

- Add revenue bonds as an allowable investment (with restrictions).
- Add the ability to invest in general obligations and revenue bonds in any state within the USA, as opposed to just Ohio (with restrictions).
- Increase allowable maturities from five years to ten years, for the above investments

§ 221.06 - AUTHORIZED INVESTMENT INSTRUMENTS.

The following instruments are authorized for investment purposes:

(A) U.S. Treasury Bills, Notes, and Bonds; various federal agency securities including issues of Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corp. (FHLMC), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Government National Mortgage Association (GNMA), Tennessee Valley Authority (TVA) and other agencies or instrumentalities of the United States. GNMA mortgage-backed, pass-through securities are considered as eligible investments of the city and are not derivative securities, as defined under ORC § 135.14(C). Eligible investments include securities that may be "called", by the issuer, prior to the final maturity date. Any eligible investment may be purchased at a premium or a discount. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

(B) General obligations or revenue bonds of any state of the United States ~~of the State of Ohio~~.

(C) Bonds issued by local agencies of any state of the United States, including, g~~G~~eneral obligations and bonds payable solely out of the revenues of any county, township, school district, municipal corporation, or other legally constituted taxing subdivision ~~of Ohio~~, which is not at the time of such investment, in default in the payment of principal on any of its obligations, provided that all of the following apply:
~~1. The debt is payable from the general revenues and back by the full faith and credit of the political subsdvision.~~
~~2.~~1. The debt is rated at the time of purchase in the three highest classifications of at least one nationally recognized rating agency and purchased through a registered securities broker or dealer.
~~3.~~2. The aggregate value of the bonds/obligations does not exceed twenty percent (20%) of the portfolio.
~~4. The City is not the sole buyer of the issue.~~
~~5.~~3. The bonds or other obligations mature within ~~five~~ tenyears from the date of settlement.

History
The Financial Policies Review Committee meets every two years to review policies and recommend changes.

Alternatives
City Council could elect to adopt, reject, or amend the proposed changes.

Attachments

1.	Ordinance No. 55-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 55-2024

TO AMEND §221.06 – AUTHORIZED INVESTMENT INSTRUMENTS OF CHAPTER 221 – DEPOSITORIES AND INVESTMENTS, OF THE UPPER ARLINGTON CODE OF ORDINANCES

WHEREAS, the Financial Policies Review Committee meets every two years to review the City's Credit Card Policy, Debt Policy, Financial Policies, and Investment Policy; and

WHEREAS, on August 6, 2024, the Financial Policies Review Committee recommended changes to the City's Investment Policy, which requires an amendment to the Upper Arlington Code of Ordinances; and

WHEREAS, proposed changes to the Investment Policy include the addition of revenue bonds as an allowable investment (with restrictions), allow for the investment in general obligations and revenue bonds in any state within the United States, as opposed to just Ohio (with restrictions), and increase allowable maturities from five years to ten years, for the above investments.

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

SECTION 1. Section 221.06 - Authorized Investment Instruments of Chapter 221 - Depositories and Investments, of the Upper Arlington Code of Ordinances is hereby amended as follows:

§ 221.06 - AUTHORIZED INVESTMENT INSTRUMENTS.

The following instruments are authorized for investment purposes:

(A) U.S. Treasury Bills, Notes, and Bonds; various federal agency securities including issues of Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corp. (FHLMC), Federal Home Loan Bank (FHLB), Federal Farm Credit Bank (FFCB), Government National Mortgage Association (GNMA), Tennessee Valley Authority (TVA) and other agencies or instrumentalities of the United States. GNMA mortgage-backed, pass-through securities are considered as eligible investments of the city and are not derivative securities, as defined under ORC § 135.14(C). Eligible investments include securities that may be "called", by the issuer, prior to the final maturity date. Any eligible investment may be purchased at a premium or a discount. All federal agency securities shall be direct issuances of federal government agencies or instrumentalities.

(B) General obligations or revenue bonds of any state of the United States ~~of the State of Ohio~~.

(C) Bonds issued by local agencies of any state of the United States, including, g~~G~~eneral obligations and bonds payable solely out of the revenues of any county, township, school district, municipal corporation, or other legally constituted taxing subdivision ~~of Ohio~~, which is not at the time of such investment, in default in the payment of principal on any of its obligations, provided that all of the following apply:

~~1. The debt is payable from the general revenues and back by the full faith and credit of the political subdivision.~~

~~2.~~1. The debt is rated at the time of purchase in the three highest classifications of at least one nationally recognized rating agency and purchased through a registered securities broker or dealer.

~~3.~~2. The aggregate value of the bonds/obligations does not exceed twenty percent (20%) of the portfolio.

~~4. The City is not the sole buyer of the issue.~~

~~5.~~3. The bonds or other obligations mature within ~~five~~ ten years from the date of settlement.

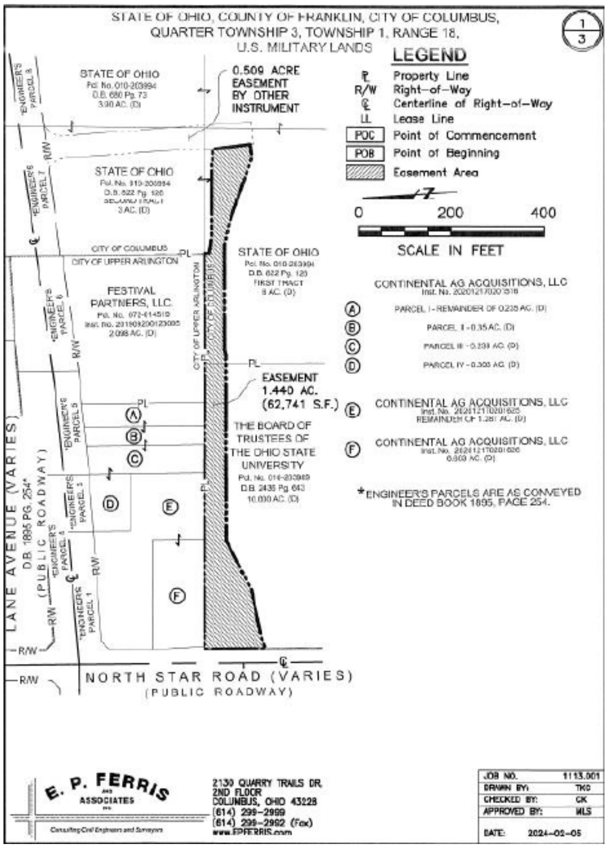
SECTION 2. This ordinance shall take effect 30 days after passage.

Authors:	Gary Wilfong, P.E., Public Service Director
Council Meeting Date:	October 14, 2024
Subject/Legislative Item:	Ordinance No. 57-2024 - An ordinance approving easement agreements to ensure ongoing street maintenance for the Arlington Gateway Project and to authorize the abandonment of an easement *(Munc)*
Purpose:	To provide access rights to maintain City infrastructure.
Executive Summary:	Enter into Easement Agreements for the maintenance of streets and sewers and abandon an existing easement no longer required.

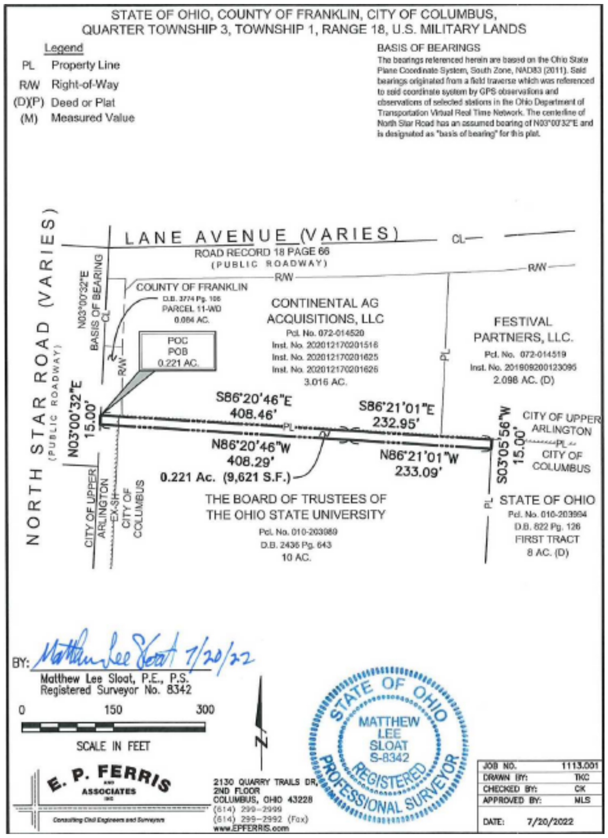
Purpose and Impact

The Arlington Gateway project is a transformative redevelopment at the southeast corner of Lane Avenue and North Star Road that was a comprehensive effort between the City of Upper Arlington, Continental Real Estate Companies and The Ohio State University. This development required modifications to existing sanitary sewers and roadways to accommodate the change in use of the site, including the construction of a new access road on the south side of the development and the removal of an existing sanitary sewer lift station and the installation of a new sanitary sewer. Since this roadway and sewer are located on Ohio State University property, easements are required to permit the city to maintain the infrastructure that was installed. Additionally, Ohio State University has requested that the City release the easement that covered the lift station that is no longer in use. Following are the three easement actions:

- QuitClaim Deed of Easement (Roadway)
    1. Accepting an easement granting the City of Upper Arlington the ability to maintain the new access road infrastructure.



- State of Ohio Easement
    1. Accepting an easement granting the City of Upper Arlington the ability to maintain the new sanitary sewer.



- Release of State of Ohio Easement
    1. Releases an existing easement that was in place for the maintenance of a sewer lift station, which has been removed.

History

In 2018 the Upper Arlington City Council authorized the City Manager to enter into a development agreement with Continental Real Estate Companies for the Arlington Gateway Project (Ordinance 63-2018). This ordinance, as well as an amending ordinance in 2020 (Ordinance 54-2020), led to an Economic Development Agreement that was signed in July of 2021. Exhibit C of the agreement defined the improvements that were to be constructed in conjunction with the project, which includes the access road and sanitary sewer which initiated these easements. In addition, the agreement defines that the developer will pay the associated purchase cost of the roadway easement with Ohio State ($200,000). With the required improvements defined, the City worked with Ohio State to obtain the required easements for the improvements constructed on Ohio State property.

Additionally, with the construction of a gravity sanitary sewer system, a lift station that was in place is no longer required. Ohio State has requested that the City agree to release this easement.

Alternatives

Delaying the passage of this ordinance would delay the City's ability to maintain infrastructure agreed to in the Economic Development Agreement.

Attachments

1.	Ordinance No. 57-2024
2.	Exhibit A - Quitclaim Deed
3.	Exhibit B - State of Ohio Easement
4.	Exhibit C - Release of State of Ohio Easement

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 57-2024

TO APPROVE EASEMENT AGREEMENTS TO ENSURE ONGOING STREET MAINTENANCE FOR THE ARLINGTON GATEWAY PROJECT AND TO AUTHORIZE THE ABANDONMENT OF AN EASEMENT

WHEREAS, the Arlington Gateway project is a transformative redevelopment at the southeast corner of Lane Avenue and North Star Road that was a comprehensive effort between the City, Continental Real Estate Companies, and Ohio State University; and

WHEREAS, the development required modifications to existing sanitary sewers and roadways, including construction of a new access road on the south side of the development, removal of an existing sanitary sewer lift station, and the installation of a new sanitary sewer; and

WHEREAS, the roadway and sewer are located on Ohio State University property, therefore easements are required to permit the City to maintain the installed infrastructure; and

WHEREAS, Ohio State University requested the City release the easement that covered the lift station that is no longer in use; and

WHEREAS, Staff have reviewed the easement agreements and recommend accepting the two agreements and abandoning the one no longer required agreement; and

WHEREAS, City Council is satisfied that there is good cause for the acceptance and abandonment of these easements, which will not be detrimental to the general public.

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

SECTION 1. City Council hereby agrees to enter into a Quitclaim Deed of Easement Agreement, attached hereto and incorporated herein as Exhibit A, for the maintenance of streets.

SECTION 2. City Council hereby agrees to enter into a State of Ohio Easement, attached hereto and incorporated herein as Exhibit B, for the maintenance of sewers.

SECTION 3. City Council hereby agrees to enter into a Release of State of Ohio Easement, attached hereto and incorporated herein as Exhibit C, to abandon an existing easement no longer required.

SECTION 4. City Council hereby agrees that there is good cause for the acceptance and abandonment of these easements, which will not be detrimental to the general public.

SECTION 5. The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the agreement, that are not substantially inconsistent with this ordinance.

SECTION 6. This ordinance shall take effect immediately upon passage.

QUITCLAIM DEED OF EASEMENT (ROADWAY)

THE OHIO STATE UNIVERSITY, an instrumentality of the State of Ohio ("**Grantor**"), for valuable consideration paid by THE CITY OF UPPER ARLINGTON, OHIO, an Ohio political subdivision and municipal corporation ("**Grantee**"), the receipt of which is hereby acknowledged, does hereby quitclaim unto Grantee, its successors and assigns, pursuant to Ohio Revised Code Section 3345.18, a perpetual easement ("**Easement**") in, under, across, over, and through the real property described on **<u>Exhibit "A"</u>** attached hereto and made a part hereof by reference ("**Easement Area**"), to the extent of Grantor's interest therein, for the purposes of reconstructing, maintaining, repairing and operating access roadway improvements, installations, enhancements, facilities and equipment related thereto, including without limitation, a retaining wall, associated drainage and supporting storm water infrastructure (collectively, the "**Improvement**") which will be constructed by Continental AG Acquisitions, LLC, its successors or assigns ("**Continental**") in connection with its mixed–use project ("**Arlington Gateway Project**"), subject to all prior leases, licenses, easements, covenants, conditions and restrictions of record, and the following terms, conditions, restrictions, and limitations:

1. Grantee, for itself and its permitted successors and assigns, agrees to and accepts all of the terms, conditions, restrictions, and limitations set forth in this instrument and Grantee's exercise of any of its rights or fulfillment of any of its obligations hereunder shall be deemed to demonstrate Grantee's agreement and acceptance of all such conditions, restrictions and limitations.

2. All permits, approvals, and consents associated with the Grantee's Improvement are the sole responsibility of Grantee. If, because of any work or materials furnished to the Easement Area by Grantee, any mechanic's lien or other lien is filed against the Easement Area or other property of Grantor, Grantee shall, at its own expense, cause such lien to be discharged or post an appropriate bond, or take any other action which by law has the effect of discharging such lien of record. Any easements or access agreements for electricity or any other utilities needed for the Improvement hereunder shall be submitted to Grantor for review and approval, which approval shall not be unreasonably withheld provided, however, any such requested easements, licenses, or access agreements shall comply with the applicable requirements and limitations of Chapter 123 of the Ohio Revised Code including, without limitation, being prepared by and in form and substance as required by the Ohio Department of Administrative

Services, and shall be subject to the consents of the Tenants (as hereafter defined).

3. Grantee acknowledges that a portion of the Easement Area crosses over land leased by Grantor to Festival Partners II, LLC, ("**Festival Tenant**") and over land leased to the Department of Administrative Services for the State of Ohio Computer Center ("**SOCC Tenant**") (the Festival Tenant and SOCC Tenant are hereinafter collectively referred to as the "**Tenants**"), and acknowledges and agrees that the consent of the Tenants to this Easement is required for Grantee as a condition to the granting of this Easement, which consent is hereby evidenced by the signature of Tenants attached to this Deed of Easement.

4. As consideration for this Easement, Grantee shall pay to Grantor the total sum of Two Hundred Thousand and 00/100 Dollars ($200,000.00). Grantee shall tender the payment to Grantor upon delivery to Grantee of a fully executed counterpart of this Easement.

5. Grantor shall not be responsible for any damages, losses, or expenses arising from interruption of utility services caused by Grantee's maintenance, re-construction, and/or repairs to the Improvement as permitted hereunder.

6. The Improvement shall be declared for public use as of the commencement of this Easement. Notwithstanding the foregoing, nothing herein shall be construed to create any right in or be for the benefit of any person other than Grantee in the Easement Area, it being the intent of this Easement, except as to the Grantee, to be strictly limited to and for the purposes herein expressed.

7. At its expense and within thirty (30) days of its receipt, Grantee will record this instrument, and any associated addendums or modifications, in the county recorder's office where the Easement Area is situated, and Grantee will forward Grantor a copy of the recorded instrument within thirty (30) days of the date of recording.

8. As soon as practicable after each exercise by Grantee of its rights hereunder, Grantee shall restore to its former condition as nearly as is reasonably possible, but subject to the Improvement anticipated by the easement rights granted herein, the Easement Area and any other property of Grantor or the Tenants affected by Grantee's use of the Easement as provided herein, including any utility service lines, paved roadway, paved surface parking, curbs, driveways, landscaping, fencing, and sidewalks. Grantee shall be responsible for coordinating its actions related to the Improvement in a manner that reasonably minimizes the interruption of any existing utilities.

9. Grantee agrees to accept the Easement Area in its "as-is" condition "with all faults". No representations or warranties have been made or are made, and no responsibility has been or is assumed by Grantor or by any trustee, officer, person, employee, agent, or representative acting or purporting to act on behalf of Grantor as to the condition or repair of the Easement Area or any other fact or condition which has or might affect the Easement Area or the condition or repair of the Easement Area or any portion thereof.

10. Grantee shall not, and Grantee shall not permit its agents, employees or contractors, to use, maintain, generate, store, treat or dispose of any substance or material defined or designated as hazardous under any federal, state, or local statute, law, ordinance, code, rule, regulation, order or decree, in or on the Easement Area in violation of any applicable federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any hazardous substances or materials as may now or at any time hereafter be in effect and as amended from time to time.

11. Notwithstanding anything to the contrary herein, Grantor and Grantee acknowledge and agree that maintenance of the single storm water management structure to be located within the Easement Area and identified on **Exhibit "B"** attached hereto and made a part hereof by reference, shall be the responsibility of Grantor.

12. Grantee shall not assign or transfer any interest in this Easement to any other party, or any part thereof, to any other party.

13. Grantor may find Grantee in default of this Easement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (a) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable and the same remains unpaid five (5) days after the same is due, or (b) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed, and if such default remains uncured fifteen (15) days after written notice setting forth the default, or if such default is unable to be cured within fifteen (15) days and Grantee does not commence to cure such default within fifteen (15) days, Grantor may sue Grantee for the specific performance of any obligation undertaken by Grantee under this Easement, for injunctive or other equitable relief, or for damages in any court of competent jurisdiction, in order to recover any such amount as may be due and payable to Grantor, but shall not be entitled to terminate the Easement.

14. The Easement granted herein shall be effective against and binding upon the Grantor and Grantee and their respective successors and assigns.

15. The rights granted herein are nonexclusive and shall not be construed to interfere with or restrict the Grantor's paramount right to use the described Easement Area for any and all public purposes or locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, and use property improvements in, over, under, across and through said Easement Area, so long as Grantor's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.

16. All notices, demands, requests, consents and approvals that may or are required to be given by either party to the other under this Easement shall be given in writing by personal delivery, by overnight courier service, or by certified U.S. mail, postage prepaid,

return receipt requested, and shall be deemed given when delivered, or if mailed by certified mail, three (3) days after deposit in the U.S. mail, and addressed to the respective addresses set forth below or to such other addresses as the addressee shall have furnished to the other party in the manner set forth in this section:

To Grantor at:

The Ohio State University
Planning, Architecture and Real Estate
1534 North High Street
Gateway D, 2nd Floor
Columbus, Ohio 43201
Attention: Real Estate Administrator

To the Grantee at:

The City of Upper Arlington, Ohio
3600 Tremont Road
Columbus, Ohio 43221
Attn: City Manager

17. This Easement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both Grantor and Grantee and consented to by the Tenants so long as their respective leases remain in effect.

18. This Easement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Easement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

19. This Easement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[The remainder of this page intentionally left blank; signatures, acknowledgements, and exhibits to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Easement as of the _____ day of ____________________, 2024.

"**Grantor**"

THE OHIO STATE UNIVERSITY,
an instrumentality of the State of Ohio

By: ______________________________
Michael Papadakis
Senior Vice President, Business and Finance
and Chief Financial Officer

STATE OF OHIO

By: ______________________________
Mike DeWine, Governor

and countersigned

By: ______________________________
Frank LaRose, Secretary of State

"**Grantee**"

THE CITY OF UPPER ARLINGTON, OHIO,
an Ohio political subdivision and municipal
corporation

By: ______________________________
Steven Schoeny
City Manager

Consent and Acknowledgement of Festival Partners II, LLC

The undersigned, being the duly authorized representative of Festival Partners II, LLC, an Ohio limited liability company, the “Lessee” under that certain State of Ohio Lease, by and between State, on behalf of Grantor, and Festival Partners II, LLC, dated June 11, 2003, as amended, hereby consents to the foregoing Easement, which consent shall irrevocable and be binding on its successors and assigns.

Festival Partners II, LLC
an Ohio Limited Liability Company

By: ______________________________

Title: ______________________________

Date: ______________________________

Consent and Acknowledgement of
Department of Administrative Services
(SOCC Tenant)

Upon payment of the consideration in accordance with Section 4 of the foregoing Easement, the undersigned, being the duly authorized representative of the Department of Administrative Services, successor in interest to Ohio Building Authority as “Lessee” of a certain Land Lease dated December 18, 1987, hereby consents to the foregoing Easement, which consent shall be, irrevocable and binding on its successors and assigns.

Department of Administrative Services

By: ______________________________

Title: ______________________________

Date: ______________________________

Acknowledgements

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me the _____ day of __________________, 2024, by Michael Papadakis, the Senior Vice President, Business and Finance and Chief Financial Officer, of The Ohio State University, on behalf of the University. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

(seal) ______________________________
Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

The foregoing instrument was acknowledged before me the _____ day of _________________, 2024, by Steven Schoeny, the City Manager of the City of Upper Arlington, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

(seal) ______________________________
Notary Public

This instrument prepared by:
The Ohio State University Office of Legal Affairs
1590 North High Street, Fifth Floor
Columbus, OH 43201
Phone: 614.292.0611

Exhibit A
Easement Area

Situated in the State of Ohio, County of Franklin, City of Columbus, Quarter Township 3, Township 1, Range 18, U.S. Military Lands, and being part of a 10 acre tract as conveyed to The Board of Trustees of the Ohio State University in Deed Book 2436, Page 643, and part of an 8 acre tract as conveyed to the State of Ohio in Deed Book 822, Page 126, all records being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

BEGINNING at the northwesterly corner of said 10 acre tract, also being on the easterly right-of-way line of North Star Road (width varies);

Thence along the northerly line of said 10 acre tract the following two (2) courses:

1) South 86°20'46" East, 378.46 feet to a point;
2) South 86°21'01" East, 150.03 feet to a point;

Thence continuing along the northerly line of said 10 acre tract and along the northerly line of said 8 acre tract, South 86°24'36" East, 319.64 feet to a point;

Thence leaving the northerly line of said 8 acre tract and continuing across said 8 acre tract the following fifteen (15) courses:

1) South 04°16'03" West, 9.90 feet to a point;
2) Along a curve to the right having an arc length of 37.17 feet, a radius of 438.50 feet, a deflection angle of 04°51'26", and a chord bearing and distance of South 78°29'30" East, 37.16 feet to a point;
3) South 86°23'18" East, 166.32 feet to a point;
4) South 03°36'01" West, 2.05 feet to a point;
5) South 85°57'40" East, 23.85 feet to a point on a westerly line of a 0.509 acre easement (conveyed by another instrument);
6) Along said westerly 0.509 acre easement line, South 03°23'45" East, 81.24 feet to a point;
7) Leaving said westerly 0.509 acre easement line, South 86°36'15", 27.56 feet to a point;
8) North 67°42'06" West, 66.58 feet to a point;
9) Along a curve to the left having an arc length of 74.09 feet, a radius of 16.50 feet, a deflection angle of 82°40'01", and a chord bearing and distance of North 49°18'11" West, 21.79 feet to a point of tangency;
10) South 89°21'53" West, 16.27 feet to a point of curvature;
11) Along a curve to the right having an arc length of 57.60 feet, a radius of 130.71 feet, a deflection angle of 25°14'56", and a chord bearing and distance of North 80°19'34" West, 57.13 feet to a point of tangency;
12) North 67°42'06" West, 127.28 feet to a point of curvature;
13) Along a curve to the left having an arc length of 74.09 feet, a radius of 407.50 feet, a deflection angle of 10°25'03", and a chord bearing and distance of North 72°52'51" West, 73.99 feet to a point;
14) North 86°22'18" West, 223.05 feet to a point;
15) South 81°05'10" West, 10.24 feet to a point;

Thence continuing across said 8 acre tract and thence across said 10 acre tract, North 86°32'15" West, 399.65 feet to a point;

Thence continuing across said 10 acre tract the following three (3) courses:

Exhibit A
Easement Area Continued

1) South 66°14'34" West, 116.69 feet to a point;
2) South 81°57'22" West, 104.99 feet to a point;
3) South 70°12'58" West, 26.71 feet to a point on the westerly line of said 10 acre tract and the easterly right-of-way line of said North Star Road;

Thence along the westerly line of said 10 acre tract and said easterly right-of-way line, North 03°00'32" East, 132.09 feet to the **TRUE POINT OF BEGINNING,** containing 1.440 acres, more or less.

The above described tract contains 0.908 acres out of PID 010-203989 and 0.532 acres out of PID 010-203994.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

The bearings referenced herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Real Time Network. The centerline of North Star Road has an assumed bearing of North 03°00'32" East and is designated as "basis of bearing" for this description.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on February 5, 2024.

STATE OF OHIO
MATTHEW LEE SLOAT S-8342
REGISTERED PROFESSIONAL SURVEYOR

Matthew Lee Sloat 2/5/24

Matthew Lee Sloat, PS 8342 Date

Exhibit A
Easement Area Continued

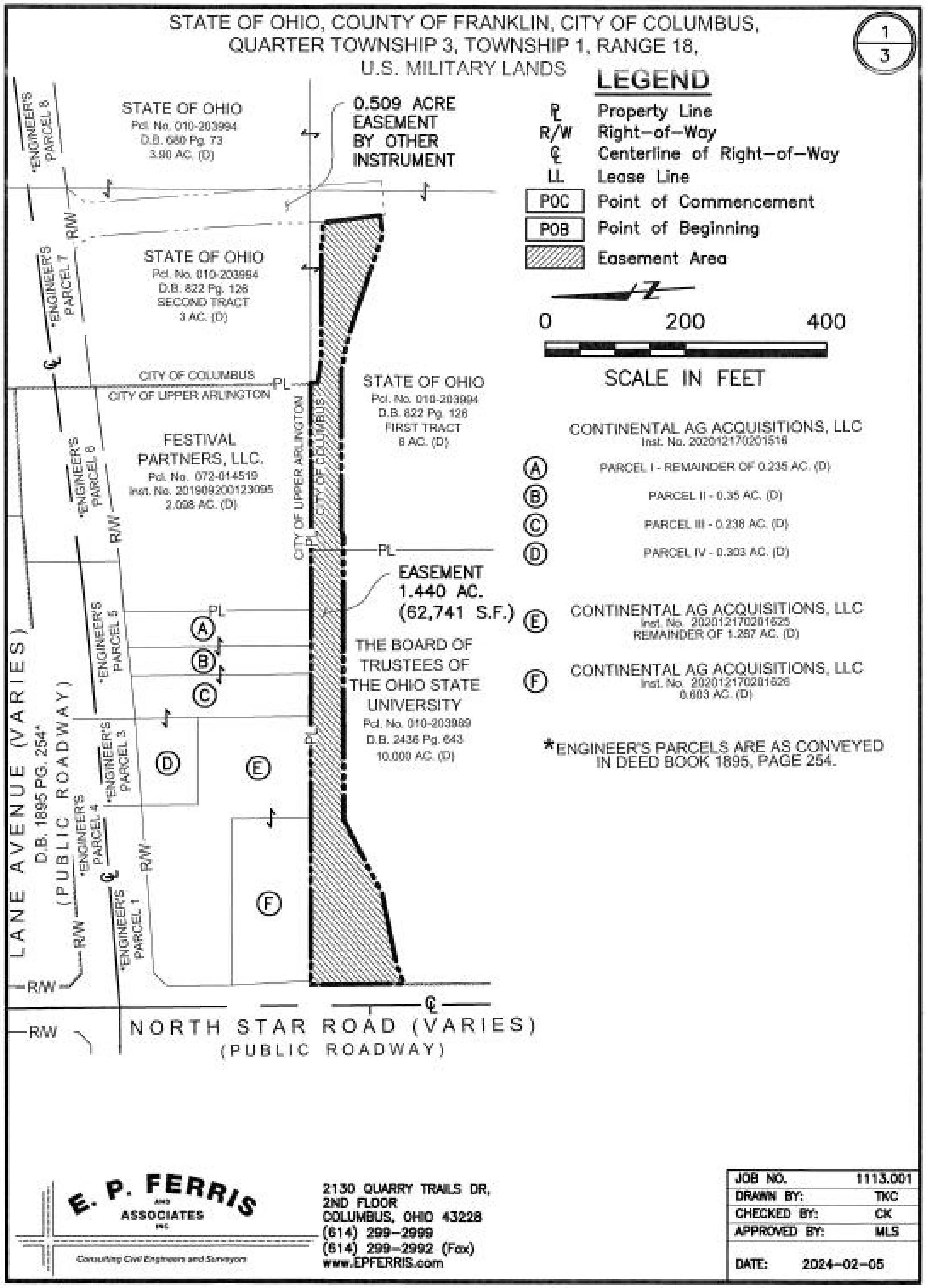


Exhibit A
Easement Area Continued

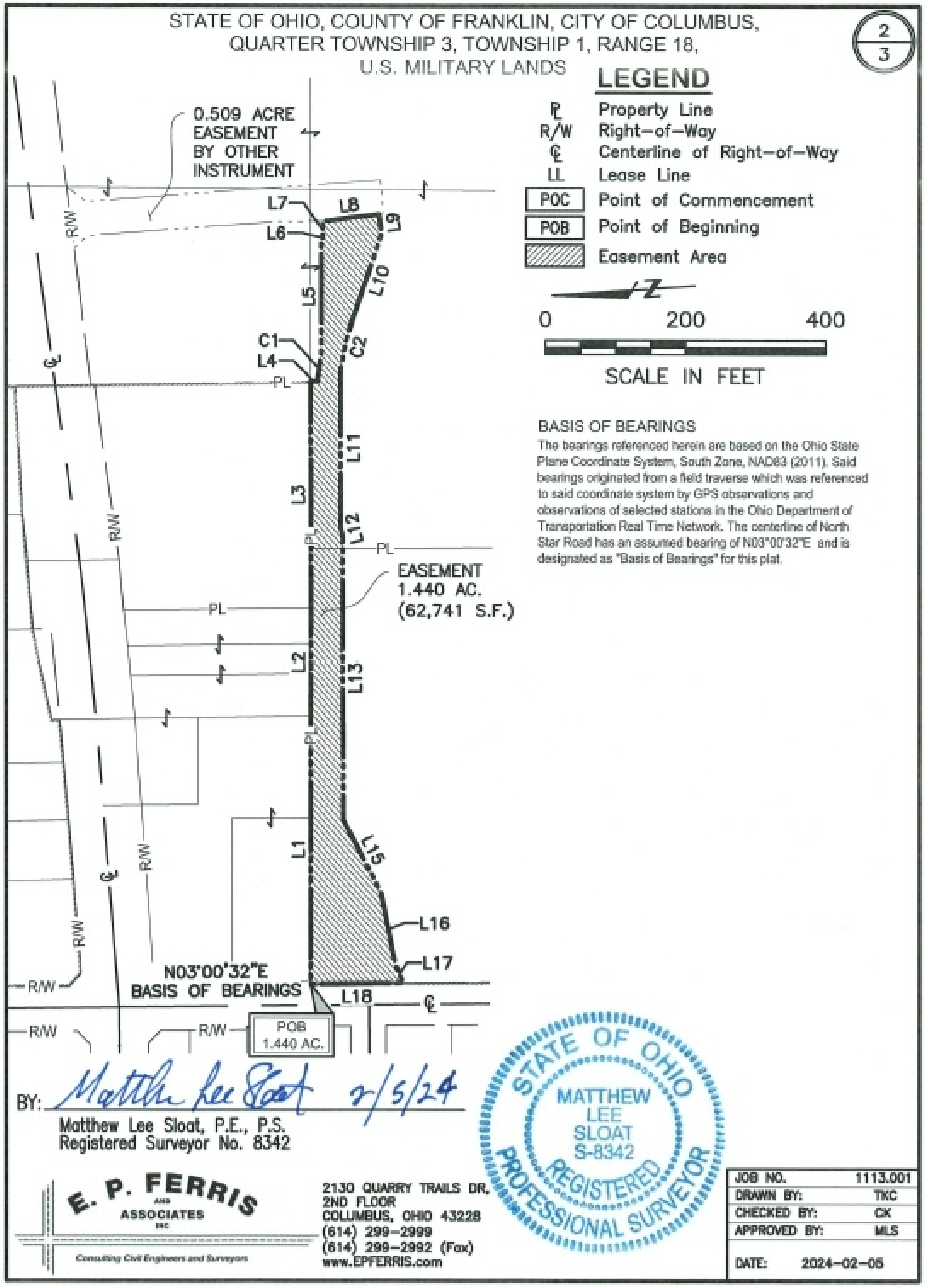


Exhibit A
Easement Area Continued

3/3

LINE TABLE		
LINE	LENGTH	BEARING
L1	378.46'	S86°20'46"E
L2	150.03'	S86°21'01"E
L3	319.64'	S86°24'36"E
L4	9.90'	S04°16'03"W
L5	166.32'	S86°23'18"E
L6	2.05'	S03°36'01"W
L7	23.85'	S85°57'40"E
L8	81.24'	S03°23'45"E
L9	27.56'	S86°36'15"W
L10	127.28'	N67°42'06"W
L11	223.05'	N86°22'18"W
L12	10.24'	S81°05'10"W
L13	399.65'	N86°32'15"W
L15	116.69'	S66°14'34"W
L16	104.99'	S81°57'22"W
L17	26.71'	S70°12'58"W
L18	132.09'	N03°00'32"E

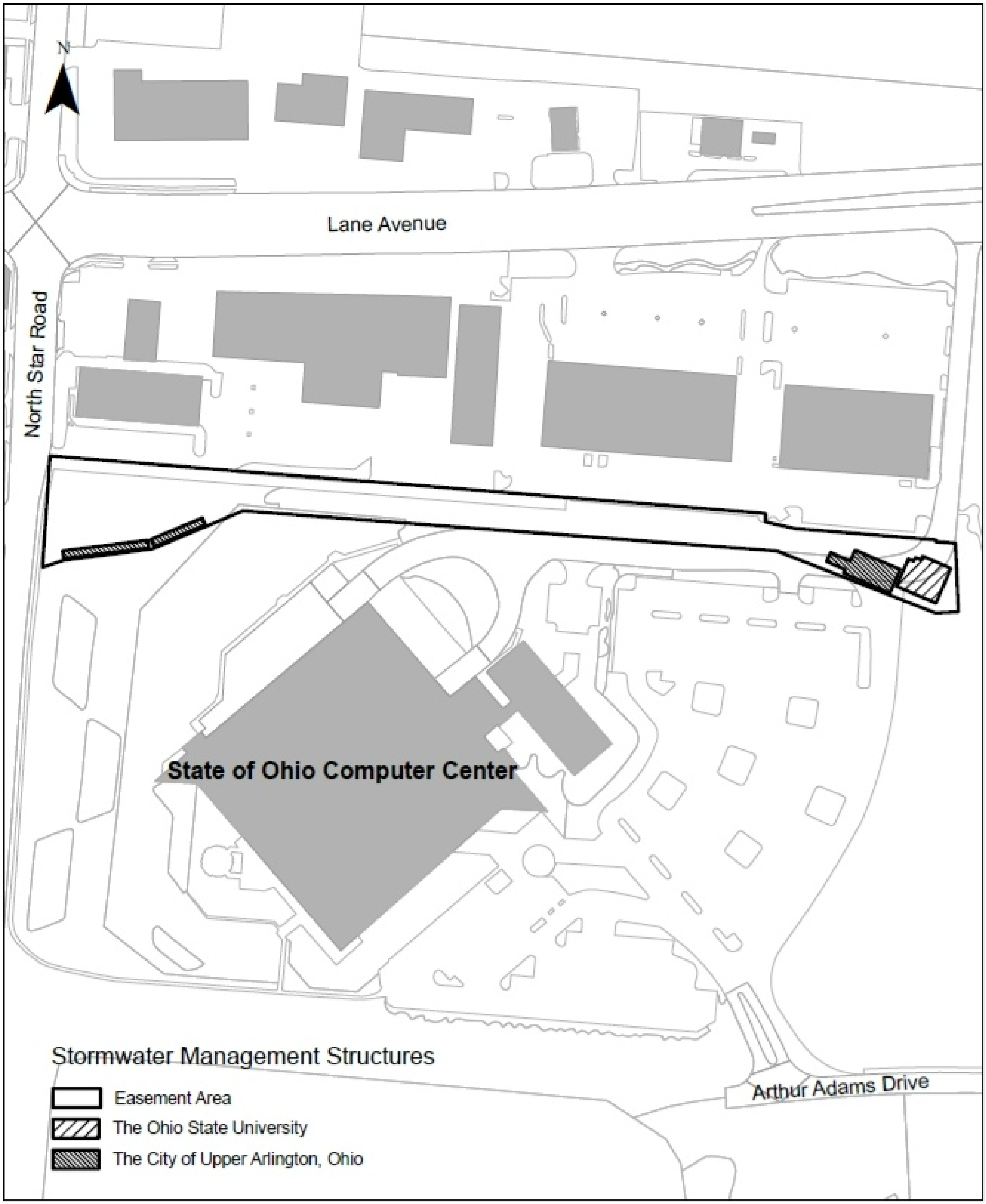
CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	37.17'	438.50'	004°51'26"	37.16'	S78°29'30"E
C2	74.09'	407.49'	010°25'04"	73.99'	N72°52'51"W

E. P. FERRIS AND ASSOCIATES INC.
Consulting Civil Engineers and Surveyors

2130 QUARRY TRAILS DR,
2ND FLOOR
COLUMBUS, OHIO 43228
(614) 299-2999
(614) 299-2992 (Fax)
www.EPFERRIS.com

JOB NO.	1113.001
DRAWN BY:	TKC
CHECKED BY:	CK
APPROVED BY:	MLS
DATE:	2024-02-05

Exhibit B
Storm Water Management Structures



THE OHIO STATE UNIVERSITY

Map Created by The Ohio State Office of
Planning Architecture and Real Estate
February 6, 2024

STATE OF OHIO EASEMENT

This Agreement (hereinafter referred to as "Agreement"), dated as of ________________, 2024, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of The Ohio State University (hereinafter referred to as "Agency"), and the City of Upper Arlington, Ohio, a municipal corporation duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 3600 Tremont Road, Upper Arlington, Ohio 43221, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 7843 on file with the State; and

WHEREAS, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of a certain sanitary sewer pipeline upon the Easement Area; and

WHEREAS, Agency requested the State prepare this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. USE OF PREMISES.

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area a sanitary sewer pipeline (hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

II. TERM.

The term of this Agreement shall be for twenty-five (25) years, commencing on October 1, 2024 (hereinafter referred to as "Commencement Date"), and expiring on September 30, 2049 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

III. CONSIDERATION.

In consideration of the State granting the within Easement, Grantee hereby grants to Agency the right and easement to tie into the Improvement at the point of connection with the sanitary sewer lift station to be constructed, installed, and operated by Agency under an easement for the same. Upon reasonable advance notice to Agency, Grantee may, at Grantee's sole cost and expense, access the Agency's lift station for purposes of inspecting the physical condition of the lift station only. Grantee shall not conduct or allow any physically intrusive inspections of the lift station. Grantee agrees that Agency may have a representative present to observe any such inspections by Grantee. Nothing in this Section III shall grant or be deemed to grant any rights in the lift station or the underlying land to Grantee, and Grantee agrees to be responsible for any loss, damage, cost or expense caused by the Grantee's inspections conducted by Grantee hereunder. Grantee is not responsible for damages to the Improvement caused by Grantor's failure to properly maintain the lift station, resulting in blockages, breaks, and/or back-ups.

IV. CONSTRUCTION/MAINTENANCE.

(A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all applicable local, state and federal laws, rules and regulations and applicable industry guidelines, including, without limitation, compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall control.

(B) If the surface of any non-paved ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not later than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay Agency for all damages caused thereto.

(C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.

(D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc., required by law with respect to said work or the Improvement.

(E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.

(F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.

(G) Grantee shall operate, maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any operation, maintenance and repairs shall be performed in a good and workmanlike manner.

V. LIABILITY.

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

VI. INSURANCE.

At all times during the term of this Agreement, Grantee shall maintain commercial general liability (CGL) insurance with a limit of not less than $1,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal and advertising injury, together with all costs of defense. The defense cost shall be outside of the policy limits. Grantee shall include the State and Agency as additional insureds. CGL insurance shall apply as primary over any other insurance afforded to Grantee. Grantee waives all rights against the State for damages to the extent there is coverage afforded by Grantee's insurance maintained pursuant to this Agreement. Grantee shall provide a certificate of insurance, which must be in a form that is reasonably satisfactory to State as to the contents of the policies and the quality of the insurance carriers. All insurers must have at least an A- (Excellent) rating by A.M. Best & Co., or its successor.

Grantee shall, for each policy required by this Agreement provide State with thirty (30) days' prior written notice of cancellation, or non-renewal, except a ten (10) day notice for non-payment of premium. Any failure to comply with this reporting provision may constitute a default of this Agreement. State reserves the right to approve or reject levels of self-insured retention, captive insurance, or any other alternative risk-financing program. By requiring insurance herein, State does not represent that the coverage and limits will be adequate to protect Grantee and such coverage and limits do not represent or serve as a limitation on Grantee's liability under the indemnities granted to State under this Agreement.

VII. MECHANIC'S LIENS.

(A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.

(B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or to bond off such lien or encumbrance.

VIII. <u>TAXES/ASSESSMENTS</u>.

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

IX. <u>ASSIGNMENT</u>.

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

X. <u>TERMINATION</u>.

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated by Grantee by delivering written notice to State and Agency no less than ninety (90) days prior to the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the

Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

XI. DEFAULT.

(A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.

(B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.

(C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

(D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

(E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

XII. RECORDATION.

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

XIII. RIGHTS CUMULATIVE.

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

XIV. WAIVER.

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

XV. NOTICES, DEMANDS OR INSTRUMENTS.

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

(a) with respect to State, addressed to:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Attention: Administrator

(b) with respect to Agency, addressed to:
The Ohio State University
Planning, Architecture and Real Estate
Gateway D, 2nd Floor
1534 North High Street
Columbus, Ohio 43201
Attention: Real Estate Administrator

and,

(c) with respect to Grantee, addressed to:
City of Upper Arlington, Ohio
3600 Tremont Road
Upper Arlington, Ohio 43221
Attention: City Manager

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

XVI. MODIFICATIONS.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of State, Agency and Grantee.

XVII. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

XVIII. HEADINGS.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

XX. INDEPENDENT CONTRACTOR STATUS.

It is fully understood and agreed that Grantee is an independent contractor and neither Grantee nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Agency, or the State of Ohio, or public employees for the purpose of Ohio Public Employees Retirement Systems benefits.

The terms of the within State of Ohio Easement are accepted and agreed to by The Ohio State University.

By: ____ Date: __________________________

Amanda Hoffsis, Vice President
Planning, Architecture and Real Estate

Consent and Acknowledgement of
Festival Partners II, LLC
(FESTIVAL TENANT)

The undersigned, being the duly authorized representative of Festival Partners II, LLC, an Ohio limited liability company, the "Lessee" under that certain State of Ohio Lease, by and between State, on behalf of Agency, and Festival Partners II, LLC, dated June 11, 2003, as amended, hereby consents to the foregoing Agreement, which consent shall be irrevocable and be binding on its successors and assigns.

Festival Partners II, LLC
an Ohio Limited Liability Company

By: __________________________________

Title: __________________________________

Date: __________________________________

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR
The State of Ohio

By: ___________________________________
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this _____ day of _________________, 2024, before me personally appeared _____________________, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

____
Notary Public, State of Ohio
My Commission Expires:_____________

GRANTEE
City of Upper Arlington, Ohio
an Ohio Municipal Corporation

By: ___________________________________
Steven Schoeny
City Manager

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this ____ day of _________________, 2024, before me personally appeared Steven Schoeny, City Manager, of the City of Upper Arlington, Ohio, a municipal corporation, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of the City of Upper Arlington, Ohio and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the City of Upper Arlington, Ohio.

____
Notary Public, State of Ohio
My Commission Expires_______________

APPROVED AS TO FORM:
Upper Arlington City Attorney's Office

By: _______________________________________ Date: ______________________
Darren Shulman, City Attorney

This State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

Situate in the State of Ohio, County of Franklin, City of Columbus, Quarter Township 3, Township 1, Range 18, U.S. Military Lands, and being part of a 10 acre tract as conveyed to The Board of Trustees of the Ohio State University in Deed Book 2436, Page 643, all records being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

BEGINNING at the northwesterly corner of said 10 acre tract, being on the centerline of North Star Road (width varies) and the southwesterly corner of a 0.084 acre tract as conveyed to the County of Franklin in Deed Book 3774, Page 106;

Thence along a northerly line of said 10 acre tract, in part along the southerly line of said 0.084 acre tract, and in part along a southerly line of a tract as conveyed to Continental Ag Acquisitions, LLC in Instrument Number 202012170201516, Instrument Number 202012170201625, and Instrument Number 202012170201626, South 86°20'46" East, 408.46 feet to a point;

Thence along a northerly line of said 10 acre tract, in part along a southerly line of said Continental Ag Acquisitions, LLC tract, and in part along a southerly line of a 2.098 acre tract as conveyed to Festival Partners, LLC. in Instrument Number 201909200123095, South 86°21'01" East, 232.95 feet to a point on the northeasterly corner of said 10 acre tract and the northwesterly corner of an 8 acre tract referred to as the "First Tract" as conveyed to the State of Ohio in Deed Book 822, Page 126;

Thence along the easterly line of said 10 acre tract and along the westerly line of said "First Tract", South 03°05'56" West, 15.00 feet to a point;

Thence across said 10 acre tract the following two (2) courses:

North 86°21'01" West, 233.09 feet to a point;

North 86°20'46" West, 408.29 feet to a point on the centerline of said North Star Road;

Thence along the westerly line of said 10 acre tract and along the centerline of said North Star Road, North 03°00'32" East, 15.00 feet to the **TRUE POINT OF BEGINNING**, containing 0.221 acres (9,621 S.F.), more or less;

The above described tract contains 0.221 acres out of PID 010-203989.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

The bearings referenced herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Real Time Network. The centerline of North Star Road has an assumed bearing of North 03°00'32" East and is designated as "basis of bearing" for this description.

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA
(Continued)

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on July 20, 2022.

Matthew Lee Sloat 7/20/22

Matthew Lee Sloat, PS 8342 Date

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA
(Continued)

Situate in the State of Ohio, County of Franklin, City of Columbus, Quarter Township 3, Township 1, Range 18, U.S. Military Lands, and being part of an 8 acre tract as conveyed to the State of Ohio in Deed Book 822, Page 126, all records being of record in the Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

BEGINNING at a northwesterly corner of said 8 acre tract, also being the northeasterly corner of a 10 acre tract as conveyed to The Board of Trustees of the Ohio State University in Deed Book 2436, Page 643 and on the southerly line of a 2.098 acre tract conveyed to Festival Partners, LLC. in Instrument Number 201909200123095;

Thence along the southerly line of said 2.098 acre tract, South 86°21'01" East, 158.48 feet to a point;

Thence across said 8 acre tract the following two (2) courses:

1) South 03°05'56" West, 15.00 feet to a point;
2) North 86°21'01" West, 158.48 feet to a point on the easterly line of said 10 acre tract;

Thence along the easterly line of said 10 acre tract, North 03°05'56" East, 15.00 feet to **THE TRUE POINT OF BEGINNING,** containing 0.055 acres (2,377 S.F.), more or less.

The above described tract contains 0.055 acres out of PID 010-203994.

Subject however to all legal easements, restrictions, and rights of way of record and of records in the respective utility offices.

The bearings referenced herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (2011). Said bearings originated from a field traverse which was referenced to said coordinate system by GPS observations and observations of selected stations in the Ohio Department of Transportation Virtual Real Time Network. The westerly line of said 8 acre tract has an assumed bearing of North 03°05'56" East and is designated as "basis of bearing" for this description.

This description was prepared by Matthew Lee Sloat, Ohio Registered Professional Surveyor 8342, of E.P. Ferris and Associates, Inc. on August 17, 2022.

Matthew Lee Sloat 8/18/23

Matthew Lee Sloat, PS 8342 Date

File No. 7843
OSU

EXHIBIT "B"

SURVEY OF EASEMENT AREA

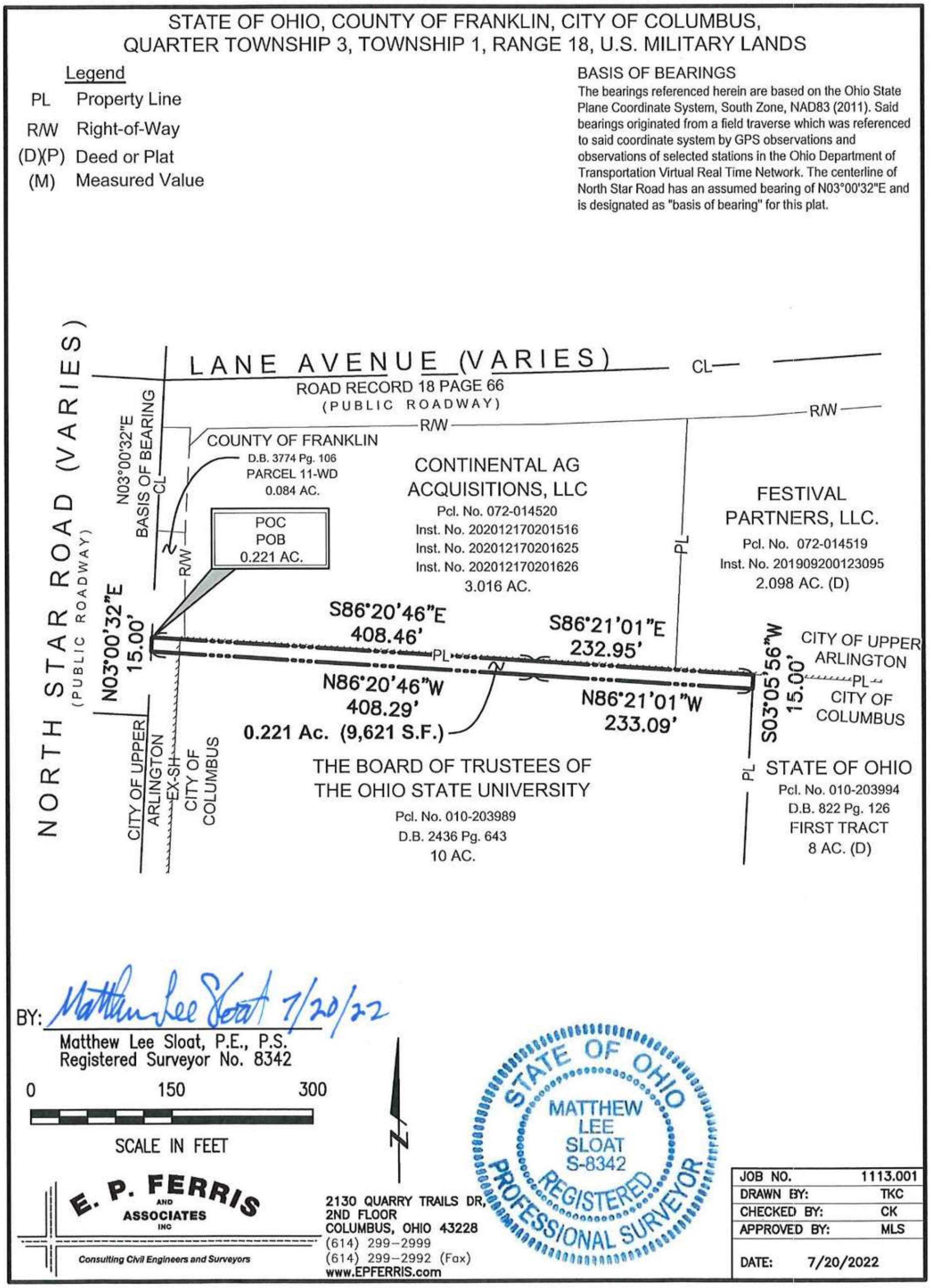
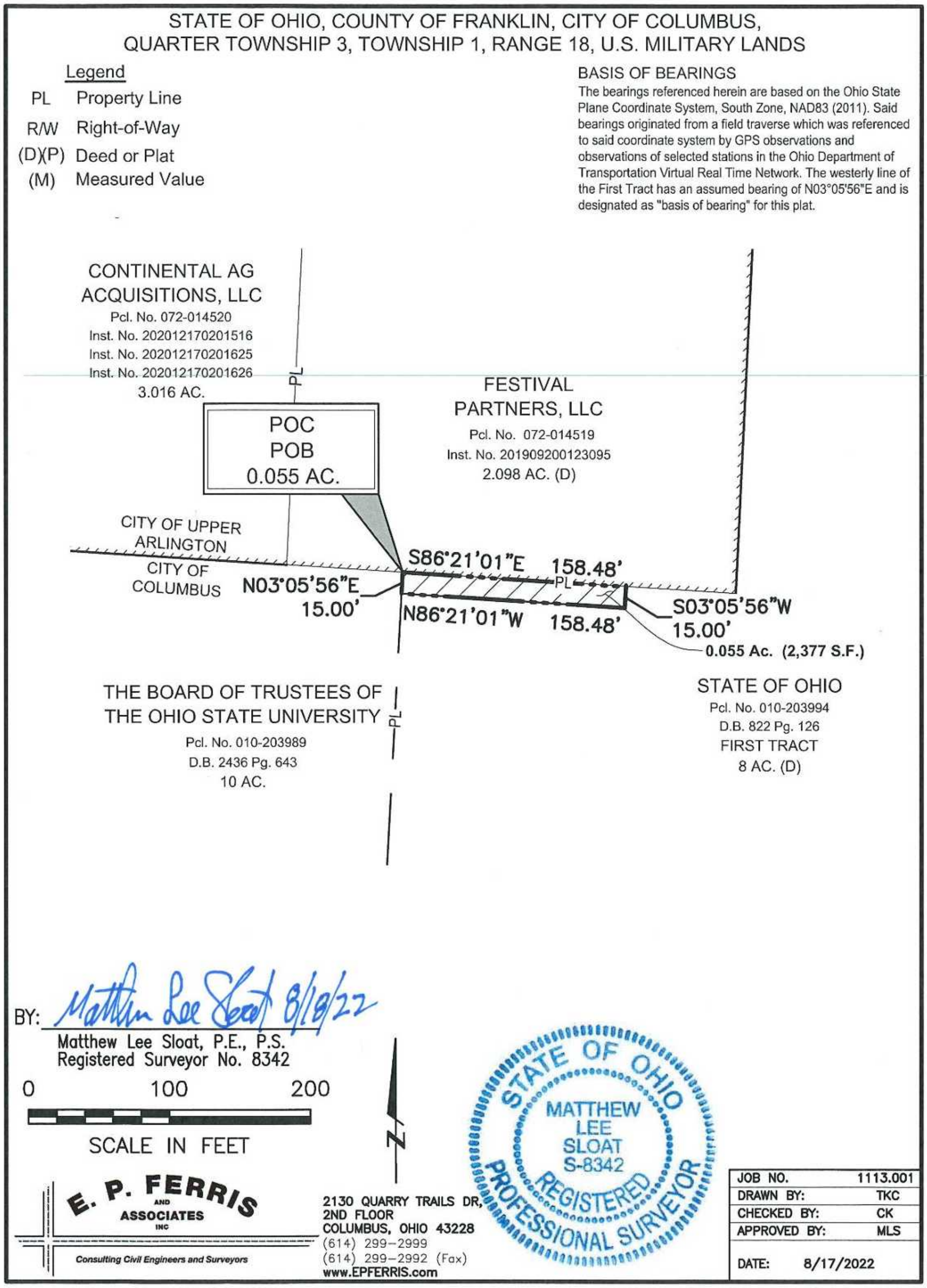


EXHIBIT "B"

SURVEY OF EASEMENT AREA
(Continued)



RELEASE OF STATE OF OHIO EASEMENT

This Release of State of Ohio Easement (hereinafter referred to as the "Release"), dated as of __________ _____________, 2024, is made and entered into by and between the State of Ohio acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395 (hereinafter referred to as "State"), for and on behalf of The Ohio State University (hereinafter referred to as "Agency"), and the City of Upper Arlington, Ohio, a municipal corporation duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 3600 Tremont Road, Upper Arlington, Ohio 43221, successor to The Huntington National Bank, Trustee, a national banking corporation (hereinafter referred to as "Huntington") and Festival Partners, LLC, an Ohio limited liability company (hereinafter referred to as "Festival"), pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

RECITALS

WHEREAS, State, Agency, Huntington and Festival entered into a certain State of Ohio Easement, dated on or about October 31, 2000, and recorded in the Franklin County Recorder's Office on January 2, 2001, as Instrument No. 200101020000522, for a term of twenty-five (25) years, commencing September 1, 2000 and expiring August 31, 2025 (hereinafter referred to as the "Easement"); and

WHEREAS, the Easement granted a non-exclusive easement unto Huntington and Festival to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve a sanitary sewer in, on, over, under, across, through and upon a tract of state-owned land under jurisdiction of Agency, which land is described and depicted in the Easement (the "Easement Area"); and

WHEREAS, pursuant to a certain Assignment Agreement, dated on or about July 12, 2005, and recorded in the Franklin County Recorder's Office on August 17, 2005, as Instrument No. 200508170167380, Festival and Huntington assigned all their rights and interests under the Easement to Grantee, and State and Agency consented to said assignment of rights to Grantee; and

WHEREAS, State, Agency and Grantee desire to terminate the Easement as Grantee will no longer be providing services through the former Easement.

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to terminate the Easement, effective __________________________, 2024.

The terms of the within Release of State of Ohio Easement are accepted and agreed to by The Ohio State University.

By: ____________________________________ Date: _____________________________

Amanda Hoffsis, Vice President
Planning, Architecture and Real Estate

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed and delivered this Release of State of Ohio Easement as of the date first set forth above.

STATE
the State of Ohio

By: ___________________________________
Director of Administrative Services or
Signatory Designee
Statutory Agent, RC 123.01(A)(5)

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this ___ day of __________________, 2024, before me personally appeared _____________________, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

____
Notary Public, State of Ohio
My Commission Expires:____________

GRANTEE
City of Upper Arlington, Ohio
an Ohio Municipal Corporation

By: ___________________________________
Steven Schoeny
City Manager

ACKNOWLEDGMENT

State of Ohio, Franklin County, ss:

On this ____ day of ________________, 2024, before me personally appeared Steven Schoeny, City Manager of the City of Upper Arlington, Ohio, an Ohio municipal corporation, who acknowledged that he executed the foregoing Release of State of Ohio Easement for and on behalf of the City of Upper Arlington, Ohio and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the City of Upper Arlington, Ohio.

____
Notary Public, State of Ohio
My Commission Expires___________________

APPROVED AS TO FORM:
Upper Arlington City Attorney's Office

By: _______________________________________ Date: ______________________
Darren Shulman, City Attorney

This Release of State of Ohio Easement prepared by:
Ohio Department of Administrative Services
General Services Division
Office of Real Estate and Planning
4200 Surface Road
Columbus, Ohio 43228-1395
Phone No. (614) 387-6049

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

Authors: Brent Lewis, Finance Department Director

Council Meeting Date: October 14, 2024

Subject/Legislative Item: Resolution No. 9-2024 - A resolution accepting recommendations from the Upper Arlington Tax Incentive Review Council (TIRC) *(Close)*

Purpose: To accept the recommendations of the Upper Arlington TIRC as presented.

Executive Summary: The City staff is requesting the City Council accept the recommendations of the Upper Arlington Tax Incentive Review Council (TIRC). The TIRC found all the City's TIFs to be in compliance.

Purpose and Impact

Each year, the TIRC meets to review Community Reinvestment Areas (CRAs), Enterprise Zones (EZ), and Tax Increment Finance (TIF) projects. The TIRC makes recommendations to City Council regarding the continuance of the agreements based on performance and conformance with contract terms. The TIRC met on August 27, 2024 to review compliance in calendar year 2022 and found all the City's TIF's to be in compliance (the City does not have any active CRAs or EZs) and recommended them to continue.

History

The TIRCs in Franklin County monitor three specific kinds of programs — Community Reinvestment Areas (CRAs), Enterprise Zones (EZ), and Tax Increment Finance (TIF) projects. TIFs, CRAs and EZs are established by the local municipality, township, and the Franklin County Economic Development Department.

The Ohio Revised Code requires that each municipality utilizing tax incentives must review these incentives annually. Per the Ohio Revised Code, municipalities must provide the TIRC with “any information necessary to perform its review.” The municipalities are charged with forming their TIRC each year. Statute names the County Auditor as chair of each TIRC and appoints representatives from impacted townships and school districts, as well as citizens to serve as part of this annual review. As the TIRC Chair, the Auditor along with appropriate TIRC board members conduct meetings across the county where we review tax incentives granted to businesses and communities.

In Franklin County, a “progress report” is filled out annually on each incentive and submitted to the TIRC. These progress reports include information on scope of project, type of incentive, jobs created, payroll, and real estate investment. For TIFs, municipalities provide information on collections, expenditures, and fund balances. This information is available in the TIRC report created by the Auditor.

Alternatives
N/A

Attachments

1.	Resolution No. 9-2024
2.	Exhibit A

RECORD OF RESOLUTIONS

CITY OF UPPER ARLINGTON
STATE OF OHIO

RESOLUTION NO. 9-2024

TO ACCEPT THE RECOMMENDATIONS OF THE UPPER ARLINGTON TAX INCENTIVE REVIEW COUNCIL (TIRC)

WHEREAS, the Tax Incentive Review Council (TIRC) is responsible for reviewing all Community Reinvestment Area Agreements (CRAs), Enterprise Zone (EZs), and Tax Increment Financing Agreements (TIFs) within the City of Upper Arlington and for making recommendations regarding their compliance to the terms of the agreements; and

WHEREAS, the TIRC held its meeting on August 27, 2024 to review compliance in calendar year 2023 and made recommendations thereupon; and

WHEREAS, currently, there are active TIFs within the City, but no active CRAs or EZs; and

WHEREAS, the TIRC found the active TIFs to be in compliance and therefore recommended their continuance.

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

SECTION 1. City Council hereby accepts the Upper Arlington Tax Incentive Review Council (TIRC) recommendations from the August 27, 2024 meeting, attached hereto and incorporated herein as Exhibit A.

SECTION 2. This resolution shall take effect immediately upon passage.

Franklin County Economic Development and
Planning Department

City of Upper Arlington Tax Incentive Review
Committee

Tuesday, August 27, 2024
2:00 p.m.

Judicial Services Building
First Floor, Room #B
369 South High Street
Columbus, Ohio 43215

- - - - -

Spectrum Reporting LLC
400 South Fifth Street Ste. 201
Columbus, Ohio 43215
614-444-1000 or 800-635-9071
www.spectrumreporting.com

- - - - -

Page 2

ATTENDEES:
Michael Stinziano
Emanuel Torres
Carlie Boos
Lois Carson
Will Scarborough
Brent Lewis
Andrew Geistfeld
Dennis Miller
Michael Szolosi

Page 3

PROCEEDINGS

MR. STINZIANO: Greetings. Good afternoon. Welcome to the tax year 2023 City of Upper Arlington Tax Incentive Review Council meeting. Today is August 27, 2024. I'm Michael Stinziano, Franklin County Auditor, which also makes me the statutory Chair of today's TIRC.

We're going to begin by asking each TIRC member or designee to please state your name and the agency you're representing.

I'll begin. Franklin County Auditor, Michael Stinziano.

From the Board of Commissioners?

MS. BOOS: Carlie Boos, Commissioner appointee.

MS. CARSON: Lois Carson, Commissioner appointee.

MR. STINZIANO: From the City of Upper Arlington?

MR. LEWIS: Brent Lewis, Finance Director, City of Upper Arlington.

MR. SZOLOSI: Mike Szolosi, Jr.,

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citizen of Upper Arlington.

MR. STINZIANO: Thank you. From the Upper Arlington School District?

MR. GEISTFELD: Actually we have one more.

MR. MILLER: Dennis Miller, citizen of Upper Arlington.

MR. STINZIANO: Thank you. Upper Arlington School District?

MR. GEISTFELD: Andrew Geistfeld, Upper Arlington City Schools.

MR. STINZIANO: Anyone from Dublin City School District?

Are there any other individuals from Upper Arlington that want to announce themselves for purposes of the record?

Seeing none, can we have the individual from the Auditor's Office with me introduce himself?

MR. SCARBOROUGH: Will Scarborough, TIRC representative.

MR. STINZIANO: Thank you. Are there any additional stakeholders, members of the public, or media that would like to introduce

Page 5

themselves for purposes of today's meeting?

Hearing none, I appreciate everyone being in attendance today. For voting purposes, we will always begin with and vote in the affirmative. There will be opportunity for opposition and abstention. If we don't hear anything during abstention or opposition, it will be presumed it was a vote in the affirmative and you just did not speak up loud enough.

We will now call the meeting to order. We'll begin with a review of last year's minutes dated August 29, 2023. Are there any corrections or changes to the minutes?

Hearing no further review, I'd like to seek a motion to approve the minutes.

MR. GEISTFELD: Motion to approve.

MR. LEWIS: Second.

MR. STINZIANO: It's been moved and seconded. All those in favor, please signify by voting "aye."

MS. BOOS: Aye.

MR. LEWIS: Aye.

MR. GEISTFELD: Aye.

MR. SZOLOSI: Aye.

MR. MILLER: I would abstain only -- I wasn't on the commission last year, so I'd abstain.

MR. STINZIANO: Okay. All those in favor -- give me one second. All those in favor, please signify by voting "aye."

MS. BOOS: Aye.

MS. CARSON: Aye.

MR. SZOLOSI: Aye.

MR. GEISTFELD: Aye.

MR. LEWIS: Aye.

MR. STINZIANO: Same sign for any opposition.

And any abstentions.

MR. MILLER: One abstention.

MR. STINZIANO: Abstention noted. The minutes pass.

Thank you. We will now move to the TIF review. We'll review and vote on the City of Upper Arlington TIF district status report for tax year 2023. Upper Arlington will also be briefing the TIRC on two pending TIF projects, but they will not be subject to a vote.

The floor is yours.

MR. LEWIS: Yeah. Just real quickly, there's really no changes from last year. All of our TIFs are doing very well, as you can see. All of the current fund balances as well as the future balances are really committed either for debt related to that specific TIF or for the community center, which we're building right now, scheduled to open in 2025.

As you mentioned, there are two TIFs up here just that I've listed for future reference that they are with the State but have not been approved yet. That's the Kingsdale Center TIF as well as the Gateway TIF. Those buildings are done, up and running businesses. And they're doing very well, just the TIF hasn't been approved yet.

So with that, that's my report.

MR. STINZIANO: Thank you for the report and update.

Are there any questions or comments?

Hearing none, our first vote will be on ten TIFs reported for the Upper Arlington School District. We're going to take one vote. Are there any questions on that?

I saw you get your microphone. Are you --

MS. BOOS: No, sorry. I was just jumping the gun.

MR. STINZIANO: All right. If there's no further review, I'd like to seek a motion to accept the TIF report, find it in compliance, and recommend continuation.

MS. BOOS: So moved.

MR. LEWIS: Second.

MR. STINZIANO: It's been moved and seconded. All those in favor, please signify by voting "aye."

MS. BOOS: Aye.

MR. LEWIS: Aye.

MR. GEISTFELD: Aye.

MR. SZOLOSI: Aye.

MR. MILLER: Aye.

MR. STINZIANO: Same sign for any opposition.

And any abstentions.

That TIF report is accepted and continuation is recommend.

Our next is the TIF district reporting

for Dublin City Schools. The Horizons plat TIF is going to be the update, maybe? Is that what...

MR. LEWIS: Same thing.

MR. STINZIANO: Okay. Any questions or comments?

Hearing no further review, I'd like to seek a motion to accept the TIF report, find it in compliance, and recommend continuation.

MR. LEWIS: Motion.

MR. SZOLOSI: Second.

MR. STINZIANO: It's been moved and seconded. All those in favor, please signify by voting "aye."

MR. SZOLOSI: Aye.

MR. LEWIS: Aye.

MR. GEISTFELD: Aye.

MR. MILLER: Aye.

MR. STINZIANO: Same sign for any opposition.

And any abstentions.

The TIF report is accepted and continuation is recommended.

Got anything else?

MR. SCARBOROUGH: No.

MR. STINZIANO: All right. If there's no other business before the TIRC, we're adjourned.

- - - - -

Thereupon, the foregoing proceedings concluded at 2:04 p.m.

- - - - -

State of Ohio : C E R T I F I C A T E
County of Franklin: SS

I, Katherine Konneker, a Notary Public in and for the State of Ohio, do hereby certify that I transcribed or supervised the transcription of the audio recording of the aforementioned proceedings; that the foregoing is a true record of the proceedings.

I do further certify I am not a relative, employee or attorney of any of the parties hereto, and further I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Columbus, Ohio, on September 10, 2024.

Katherine J. Konneker

Katherine Konneker, Notary Public - State of Ohio
My commission expires February 28, 2027.

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Upper Arlington Tax Incentive Review Council
August 27, 2024
2023 Compliance Review
Agenda

1. Call meeting to order

2. Approve August 29, 2023 meeting minutes

3. Review TIF projects

   a. Kingsdale West Tax Incentive Fund – (UA City Schools) (90–134)
   b. Lane Avenue Tax Incentive Fund – (UA City Schools) (90–176)
   c. Lane Avenue Mixed Use – (UA City Schools) (90–201 & 90–204)
   d. Arlington Crossing Incentive District – (UA City Schools) (90–175)
   e. Kingsdale Core - (UA Schools) (90–167 & 90–223)
   f. Riverside North & South – (UA Schools) (90–165 & 90–166)
   g. Arlington Centre (Columbus Aesthetic & Plastic Surgery) - (UA City Schools) (90–227)
   h. Tremont Road (Ohio Health) – (UA Schools) (90–261)
   i. Lane Northwest (Heartland Bank) – (UA Schools) (90–310)
   j. Lane II – (UA Schools) (90–319)
   k. Horizons - (Dublin City Schools) (90–051)
   l. **Gateway** – (Columbus City Schools) (Pending)
   m. **Kingsdale Center** – (UA Schools) (Pending)

4. Other Business

5. Adjourn

Upper Arlington Tax Incentive Review Council Roster

Michael Stinziano, Franklin County Auditor & Chairperson

Carlie Boos, Commissioner Representative

Lois Carson, Commissioner Representative

Brent Lewis, Finance Director
3600 Tremont Road
Upper Arlington, Ohio 43221
614-583-5288

Andrew Geistfeld, UA Schools Treasurer
1950 Mallway
Upper Arlington, Ohio 43221
614-487-5000

Brian Kern, Treasurer/CFO
Dublin City Schools
5175 Emerald Parkway
Dublin, Ohio 43017
Phone: (614) 760-4310

Dennis Miller
2635 Clifton Road
Upper Arlington, Ohio 43212
734-658-5087

Michael Szolosi
2695 Andover Road
Upper Arlington, Ohio 43221
614-313-5680

Franklin County Economic Development and Planning Department

City of Upper Arlington Tax Incentive Review Committee

Tuesday, August 29, 2023
2:00 p.m.

Judicial Services Building
Commissioners Hearing Room, First Floor
369 South High Street
Columbus, Ohio 43215

\- - - - -

Spectrum Reporting LLC
400 South Fifth Street, Ste. 201
Columbus, Ohio 43215
614-444-1000 or 800-635-9071
www.spectrumreporting.com

\- - - - -

ATTENDEES:

Michael Stinziano
Emanuel Torres
Julie Orr
Kelan Craig
Carlie Boos
Mike Szolosi
Brent Lewis
Andy Geistfeld
Will Scarborough

- - - - -

P R O C E E D I N G S

- - - - -

MR. STINZIANO: Greetings and good afternoon, everyone. Welcome to the tax year 2022 City of Upper Arlington Tax Incentive Review Council meeting. Today is August 29, 2023. I'm Michael Stinziano. I serve as the Franklin County Auditor, which makes me the statutory chair of today's TIRC meeting.

At this time, I'll ask each TIRC member or designee to please state your name and the agency you're representing.

I'll start. Franklin County Auditor, Michael Stinziano.

From the Franklin County Board of Commissioners?

MR. CRAIG: Kelan Craig, County Commissioners' appointee.

MS. ORR: Julie Orr, County Commissioner appointee.

MS. BOOS: Carlie Boos, County Commissioner appointee.

MR. STINZIANO: Thank you.

From the City of Upper Arlington?

MR. SZOLOSI: Mike Szolosi, Upper Arlington TIRC member.

MR. LEWIS: Brent Lewis, finance director.

MR. STINZIANO: Thank you.

Upper Arlington City School District?

MR. GEISTFELD: Andy Geistfeld, Upper Arlington City Schools.

MR. STINZIANO: Thank you.

And I don't see anyone, but we also potentially have Dublin City School District.

Thank you. Is there anyone else from the City of Upper Arlington that would like to identify themselves for purposes of the record?

Anyone from the Franklin County Board of Commissioners that would like to identify themselves for purposes of the minutes?

MR. TORRES: Good afternoon. Emanuel Torres, assistant director, Economic Development and Planning.

MR. STINZIANO: Thank you.

And anyone from the auditor's office that would like to identify himself?

MR. SCARBOROUGH: Will Scarborough, TIRC representative.

MR. STINZIANO: Thank you.

For voting purposes, we'll have an opportunity for a motion and a second and then a call on the affirmation. Same sign for opposition and any abstentions. If we aren't hearing anything during the abstention or opposition, it's going to be presumed it was a vote in support and you just didn't get the microphone turned on fast enough.

We will now call the meeting to order. We'll begin with a review of last year's minutes, dated July 28, 2022.

Are there any changes or corrections?

Hearing none, I'd like to seek a motion to approve the minutes.

MR. LEWIS: Motion to approve.

MS. ORR: Julie. Second.

MR. STINZIANO: Thank you.

It's been moved and seconded. All those in favor, please signify by voting aye.

MS. ORR: Aye.

MS. BOOS: Aye.

MR. STINZIANO: Same sign for any opposition.

And any abstentions.

The minutes have passed.

We will move to our TIF review. We will review and vote on the City of Upper Arlington's TIF district status report for tax year 2022 and acknowledge the auditor's tax delinquent parcel list included in the TIRC packet.

The floor is yours.

MR. LEWIS: All right. My goal is to beat Grandview Heights' meeting, so I'm just going to lump all these into one.

They're doing exactly what we expected them to do, probably exceeding a little bit. As you all know, the property values in Columbus, and Upper Arlington especially, are going through the roof, so we have pretty much all of these funds committed for our community center project that we're building, if not the debt that's already associated with some of these TIFs.

So at this time, we recommend that we continue all of these TIFs for --

MR. STINZIANO: All right. Thank you for the presentation and report.

The first vote is going to be on ten TIFs reporting for Upper Arlington City Schools, but we'll take one vote for those ten TIFs.

Are there any questions or comments from members of the Board?

Hearing no further review, I'd like to seek a motion to accept the TIF report and find it in compliance.

MS. BOOS: Carlie Boos. So moved.

MR. CRAIG: Second. Kelan.

MR. STINZIANO: It's been moved and seconded. All those in favor, please signify by voting aye.

MS. ORR: Aye.

MR. CRAIG: Aye.

MS. BOOS: Aye.

MR. STINZIANO: Same sign for any opposition.

And any abstentions.

The report is accepted.

The second vote is TIF districts reporting for Dublin City Schools, which is one

TIF and one vote.

Are there any questions or comments from any members of the Board?

Hearing no further review, I'd like to seek a motion to accept the report and find it in compliance.

MR. CRAIG: So moved. Kelan.

MS. BOOS: Second. Carlie.

MR. STINZIANO: It's been moved and seconded. All those in favor, please signify by voting aye.

MS. ORR: Aye.

MS. BOOS: Aye.

MR. STINZIANO: Same sign for any opposition.

And any abstentions.

The TIF report is accepted.

Do we have any other business before today's TIRC?

Then we may have beaten Grandview's record, because we are adjourned.

- - - - -

Thereupon, the foregoing proceedings concluded at 2:04 p.m.

State of Ohio : C E R T I F I C A T E
County of Franklin: SS

I, Katherine Konneker, a Notary Public in and for the State of Ohio, do hereby certify that I transcribed or supervised the transcription of the audio recording of the aforementioned proceedings; that the foregoing is a true record of the proceedings.

I do further certify I am not a relative, employee or attorney of any of the parties hereto, and further I am not a relative or employee of any attorney or counsel employed by the parties hereto, or financially interested in the action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office at Columbus, Ohio, on September 12, 2023.

Katherine J. Konneker

Katherine Konneker, Notary Public - State of Ohio
My commission expires February 28, 2027.

2

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RECORD OF RESOLUTIONS

CITY OF UPPER ARLINGTON
STATE OF OHIO

RESOLUTION NO. 9-2023

TO ACCEPT THE RECOMMENDATIONS OF THE UPPER ARLINGTON TAX INCENTIVE REVIEW COUNCIL

WHEREAS, the Tax Incentive Review Council (TIRC) is responsible for reviewing all Community Reinvestment Area Agreements (CRAs), Enterprise Zone Agreements (EZs), and Tax Increment Financing Agreements (TIFs) within the City of Upper Arlington and for making recommendations upon their compliance to the terms of the agreements; and

WHEREAS, the TIRC held its meeting on August 29, 2023 to review compliance in calendar year 2022 and made recommendations thereupon; and

WHEREAS, currently, there are no active CRAs, no active EZs, and 15 active TIFs within the City; and

WHEREAS, the TIRC found that the 15 TIFs were in compliance.

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

SECTION 1. The City of Upper Arlington accepts the recommendations of the Tax Incentive Review Council from their August 29, 2023 meeting.

SECTION 2. This resolution shall take effect immediately upon passage.

ADOPTED: October 16, 2023

President of Council

ATTEST:

City Clerk

I, Krystal Gonchar, City Clerk of Upper Arlington, Ohio, do hereby certify that the above is a true and correct copy.

City Clerk

CERTIFICATE OF POSTING

I, Krystal Gonchar, City Clerk of the City of Upper Arlington, Ohio, do hereby certify that publication of the foregoing was made by posting a true copy at the most public place in said corporation, for a period of ten (10) days commencing passage.

City Clerk

Vote Slip

Voting Aye: **Adams, Awakessien Jeter, Close, Kulewicz, Lynch and King**

Voting Nay:

Abstain:

Absent: **Burriss**

Other Review: October 9, 2023

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

Authors:	Brent Lewis, Finance Department Director
Council Meeting Date:	October 9, 2023
Subject/Legislative Item:	Resolution No. 9-2023 - A resolution to accept the recommendations of the Upper Arlington Tax Incentive Review Council (TIRC)
Purpose:	To accept the recommendations of the Upper Arlington TIRC as presented.
Executive Summary:	The City staff is requesting the City Council accept the recommendations of the Upper Arlington Tax Incentive Review Council (TIRC). The TIRC found all of the City's TIFs to be in compliance.

Purpose and Impact

Each year, the TIRC meets to review Community Reinvestment Areas (CRAs), Enterprise Zones (EZ), and Tax Increment Finance (TIF) projects. The TIRC makes recommendations to City Council regarding the continuance of the agreements based on performance and conformance with contract terms. The TIRC met on August 29, 2023 to review compliance in calendar year 2022 and found all of the City's TIF's to be in compliance (the City does not have any active CRAs or EZs) and recommended them to continue.

Therefore, City staff is requesting acceptance of the 2022 TIRC recommendations.

History

The TIRCs in Franklin County monitor three specific kinds of programs — Community Reinvestment Areas (CRAs), Enterprise Zones (EZ), and Tax Increment Finance (TIF) projects. TIFs, CRAs and EZs are established by the local municipality, township, and the Franklin County Economic Development Department.

The Ohio Revised Code requires that each municipality utilizing tax incentives must review these incentives annually. Per the Ohio Revised Code, municipalities must provide the TIRC with “any information necessary to perform its review.” The municipalities are charged with forming their TIRC each year. Statute names the County Auditor as chair of each TIRC and appoints representatives from impacted townships and school districts, as well as citizens to serve as part of this annual review. As the TIRC Chair, the Auditor along with appropriate

TIRC board members conduct meetings across the county where we review tax incentives granted to businesses and communities.

In Franklin County, a “progress report” is filled out annually on each incentive and submitted to the TIRC. These progress reports include information on scope of project, type of incentive, jobs created, payroll, and real estate investment. For TIFs, municipalities provide information on collections, expenditures, and fund balances. This information is available in the TIRC report created by the Auditor.

Alternatives
N/A

Attachments
1. Upper Arlington TIRC Minutes 23 TY 22
2. Upper Arlington TIF Reports 23 TY 22
3. Resolution No. 9-2023

CITY OF UPPER ARLINGTON
Review of TIF Projects as of December 31, 2023

a) **(90-134) Kingsdale West** (Upper Arlington City Schools)
   - TIF Fund
   - 2023 Beginning Fund Balance = $387,239
   - 2023 Revenue to the Fund = $53,191 (PILOT payments; Homestead & Rollback)
   - 2023 Expenditures = $510
   - 2023 Ending Fund Balance = $439,920

   - Obligations of Revenue: Repayment of the debt issued for the City Community Center (if needed).

b) **(90-176) Lane Avenue** – Progress Report (Upper Arlington City Schools)
   - TIF Fund
   - 2023 Beginning Fund Balance = $250,170
   - 2023 Revenue to the Fund = $194,201 (PILOT payments)
   - 2023 Expenditures = $1,991
   - 2023 Ending Fund Balance = $443,876 (includes lapsed encumbrances of $1,496)

   - Obligations of Revenue: Repayment of the debt issued for the City Community Center (if needed).

c) **(90-201 + 90-204) Lane Avenue Mixed Use** (Upper Arlington City Schools)
   - TIF Fund
   - 2023 Beginning Fund Balance = $626,752
   - 2023 Revenue to the Fund = $842,919 (PILOT payments)
   - 2023 Expenditures = $831,670 (includes $335,000 for repayment of debt; $374,072 in revenue sharing with UA Schools; $100,000 repayment of an advance from the City's General Fund)
   - 2023 Ending Fund Balance = $638,001

   - Obligations of Revenue: Repayment of issued debt ($6,307,350); revenue sharing with Upper Arlington Schools; repayment of the debt issued for the City Community Center (if needed)..

d) **(90-175) Arlington Crossing Incentive District** – Progress Report (Upper Arlington City Schools)
   - TIF Fund
   - 2023 Beginning Fund Balance = $1,214,250
   - 2023 Revenue to the Fund = $147,684 (PILOT payments; Homestead & Rollback)
   - 2023 Expenditures = $2,835
   - 2023 Ending Fund Balance = $1,359,099

   - Obligations of Revenue: Repayment of the debt issued for the City Community Center (if needed).

e) (90-167 + 90-223) Kingsdale Core (Upper Arlington City Schools)
- TIF Fund
- 2023 Beginning Fund Balance = $570,815
- 2023 Revenue to the Fund = $1,138,033 (PILOT payments)
- 2023 Expenditures = $884,891 (includes $269,513 for repayment of debt; $603,499 in revenue sharing with UA Schools)
- 2023 Ending Fund Balance = $823,957

- Obligations of Revenue: Repayment of issued debt ($2,963,053); revenue sharing with Upper Arlington Schools; repayment of the debt issued for the City Community Center (if needed).

f) (90-165 + 90-166) Riverside North and South (Upper Arlington City Schools)
- TIF Funds
- 2023 Beginning Fund Balance = $235,771
- 2023 Revenue to the Fund = $65,274 (PILOT payments)
- 2023 Expenditures = $624
- 2023 Ending Fund Balance = $300,421

- Obligations of Revenue: Repayment of the debt issued for the City Community Center (if needed).

g) (90-227) Arlington Centre (Upper Arlington City Schools)
- TIF Fund
- 2023 Beginning Fund Balance = $115,863
- 2023 Revenue to the Fund = $26,686 (PILOT payments)
- 2023 Expenditures = $255
- 2023 Ending Fund Balance = $142,294

- Obligations of Revenue: Repayment of the debt issued for the City Community Center (if needed).

h) (90-261) Tremont Road (Upper Arlington City Schools)
- TIF Fund
- 2023 Beginning Fund Balance = $14,942
- 2023 Revenue to the Fund = $37,835 (PILOT payments)
- 2023 Expenditures = $37,362 (includes $37,000 repayment of an advance from the City's General Fund)
- 2023 Ending Fund Balance = $15,415

- Obligations of Revenue: Repayment of advance from City's General Fund ($104,035); repayment of debt issued for the City Community Center (if needed).

i) (90-310) West Lane - Northwest (Heartland Bank) (Upper Arlington City Schools)
- TIF Fund
- 2023 Beginning Fund Balance = $14,580
- 2023 Revenue to the Fund = $14,717 (PILOT payments)
- 2023 Expenditures = $12,140 (includes $12,000 repayment of an advance from the City's General Fund)
- 2023 Ending Fund Balance = $17,157

- Obligations of Revenue: Repayment of advance from City's General Fund ($132,200); repayment of the debt issued for the City Community Center (if needed).

j) (90-319) Lane Avenue II (Upper Arlington City Schools)
- TIF Fund
- 2023 Beginning Fund Balance = $323,351
- 2023 Revenue to the Fund = $2,068,935 (PILOT payments and $731,880 in special assessments)
- 2023 Expenditures = $1,203,421 (includes $936,950 for repayment of debt; $235,945 in revenue sharing with UA Schools)
- 2023 Ending Fund Balance = $1,188,865

- Obligations of Revenue: Repayment of issued bonds ($29,601,050) for this project; revenue sharing with Upper Arlington Schools

k) Kingsdale Center (Upper Arlington City Schools)
- TIF Fund
- 2023 Beginning Fund Balance = $138,943
- 2023 Revenue to the Fund = $0
- 2023 Expenditures = $132,311
- 2023 Ending Fund Balance = $6,632

- Passed via Ordinance 01-2021 on January 19, 2021
- Construction substantially completed in 2023.
- Obligations of Revenue: Repayment of issued bonds ($35,810,758); repayment of the debt issued for the City Community Center (if needed).

l) (90-051) Horizons (Dublin City Schools)
- TIF Fund
- 2023 Beginning Fund Balance = $923,722
- 2023 Revenue to the Fund = $412,022 (PILOT payments)
- 2023 Expenditures = $4,276
- 2023 Ending Fund Balance = $1,331,468

- Obligations of Revenue: Repayment of the debt issued for the City Community Center (if needed).

m) Gateway (Columbus City Schools)
- TIF Fund
- 2023 Beginning Fund Balance = $24,500
- 2023 Revenue to the Fund = $0 (bond proceeds)
- 2023 Expenditures = $41,585
- 2023 Ending Fund Balance = $21,561 (includes lapsed encumbrances of $38,646)

- Passed via Ordinance 55-2021 on June 28, 2021
- Construction substantially completed in 2023.
- Obligations of Revenue: Repayment of issued bonds ($40,889,050); revenue sharing with Columbus City Schools.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UA KINGSDALE WEST (070)
TIF Ordinance 125-2007
First Year 2008 **Last Year** 2037
Levy Sharing N
School or Non-School TIF Y
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-134
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This district was established to capture any incremental increases in value within parcels located west of Tremont Road within the Kingsdale corridor. PILOT payments received were dedicated for future improvements within the corridor. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $439,920
Funds Received this Year $53,191
Expenditures $510

Balance Owed $0
Funds Received Total $604,479

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances are dedicated to the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UA LANE AVENUE (070)
TIF Ordinance 89-2008
First Year 2009 **Last Year** 2038
Levy Sharing N
School or Non-School TIF Y
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-176
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive PILOT payments for the redevelopment of various parcels on West Lane Avenue and adjacent streets. The redevelopment began in 2009, and reimbursements to the City for these improvements began in 2011. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $443,876
Funds Received this Year $194,201
Expenditures $495

Balance Owed $0
Funds Received Total $2,315,759

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name Lane Avenue Mixed Use (Municipal TIF)
TIF Ordinance 38-2012
First Year 2013 **Last Year** 2042
Levy Sharing N
School or Non-School TIF N
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-201
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive PILOT payments for the redevelopment of the property formerly owned by Lane Avenue Baptist Church. The redevelopment began in 2012. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $390,927
Funds Received this Year $408,376
Expenditures $343,125

Balance Owed $3,784,410
Funds Received Total $10,793,224

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. The current fund balance and future revenues will be used for the repayment of debt issued for this project and future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name Lane Avenue Mixed Use 5709.40 (C)
TIF Ordinance 38-2012
First Year 2014 **Last Year** 2043
Levy Sharing Y
School or Non-School TIF N
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-204
Number of years total 30
Revenue Sharing Y
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive PILOT payments for the redevelopment of the property formerly owned by Lane Avenue Baptist Church. The redevelopment began in 2012. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $247,074
Funds Received this Year $434,543
Expenditures $488,545

Balance Owed $2,522,940
Funds Received Total $8,976,795

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. The current fund balance and future revenues will be used for the repayment of debt issued for this project and future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name ARLINGTON CROSSING
TIF Ordinance 90-2008
First Year 2009 **Last Year** 2038
Levy Sharing Y
School or Non-School TIF Y
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-175
Number of years total 30
Revenue Sharing Y
School District UPPER ARLINGTON CSD

Project History

This district was established to capture any incremental increases in value within residential parcels located within the Kingsdale Corridor. PILOT payments received were dedicated for future improvements within the corridor.. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $1,359,099
Funds Received this Year $147,684
Expenditures $2,835

Balance Owed $0
Funds Received Total $1,943,491

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name KINGSDALE CORE
TIF Ordinance 104-2009
First Year 2010 **Last Year** 2039
Levy Sharing N
School or Non-School TIF N
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-167
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive the PILOT payments for the redevelopment of the retail portion of the Kingsdale Shopping Center. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $226,872
Funds Received this Year $562,967
Expenditures $440,628

Balance Owed $1,311,068
Funds Received Total $28,486,816

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UPPER ARLINGTON - MEDSTONE REALTY TIF
TIF Ordinance 41-2015
First Year 2016 **Last Year** 2045
Levy Sharing N
School or Non-School TIF N
JVSD

Tax Year 2023
Percent of TIF 100

Project Number 90-223
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive the PILOT payments for the redevelopment of the retail portion of the Kingsdale Shopping Center. An additional parcel was added to the TIF, which is now occupied by Ohio State Wexner Medical Center. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $597,085
Funds Received this Year $575,066
Expenditures $444,263

Balance Owed $1,651,985
Funds Received Total $3,265,015

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UPPER ARLINGTON RIVERSIDE NORTH
TIF Ordinance 88-2010
First Year 2011 **Last Year** 2040
Levy Sharing N
School or Non-School TIF Y
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-165
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive the PILOT payments for infrastructure improvements made to the area on and around 3518 Riverside Drive. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $18,976
Funds Received this Year $1,962
Expenditures $18

Balance Owed $0
Funds Received Total $19,175

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UPPER ARLINGTON RIVERSIDE SOUTH
TIF Ordinance 89-2010
First Year 2011 **Last Year** 2040
Levy Sharing N
School or Non-School TIF Y
JVSD

Tax Year 2023
Percent of TIF 100

Project Number 90-166
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive the PILOT payment for infrastructure improvements made to the area on and around 2196 Riverside Drive. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $281,445
Funds Received this Year $63,312
Expenditures $606

Balance Owed $0
Funds Received Total $284,304

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name ARLINGTON CENTRE TIF
TIF Ordinance 80-2015
First Year 2017 **Last Year** 2046
Levy Sharing N
School or Non-School TIF Y
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-227
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive PILOT payments for the redevelopment of various parcels on Arlington Centre Boulevard and adjacent streets. The redevelopment began in 2005, and reimbursements to the City began in 2018. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $142,294
Funds Received this Year $26,686
Expenditures $255

Balance Owed $0
Funds Received Total $156,214

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UPPER ARLINGTON - TREMONT ROAD TIF
TIF Ordinance 81-2015
First Year 2017 **Last Year** 2046
Levy Sharing N
School or Non-School TIF Y
JVSD

Tax Year 2023
Percent of TIF 100

Project Number 90-261
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was created to receive PILOT payments for the redevelopment of various parcels on Tremont Road and adjacent streets. The redevelopment began in 2005, and reimbursements to the City are scheduled to begin in 2019. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $15,415
Funds Received this Year $37,835
Expenditures $37,362

Balance Owed $104,035
Funds Received Total $492,713

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. The current fund balance and future revenues will be used for the repayment of an advance from City’s General Fund ($104,035) and future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UPPER ARLINGTON - HEARTLAND BANK TIF
TIF Ordinance 24-2018
First Year 2019 **Last Year** 2048
Levy Sharing N
School or Non-School TIF Y
JVSD

Tax Year 2023
Percent of TIF 100

Project Number 90-310
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was established to capture any incremental increases in value for the redevelopment of the surrounding areas of a former gas station property at 1800 Lane Avenue. The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $17,157
Funds Received this Year $14,717
Expenditures $12,140

Balance Owed $132,200
Funds Received Total $268,042

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. The current fund balance and future revenues will be used for the repayment of an advance from City’s General Fund ($132,200) and future balances are dedicated to the repayment of debt issued for the City Community Center (if needed), which is currently under construction.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UPPER ARLINGTON - LANE II TIF
TIF Ordinance 42-2019
First Year 2020 **Last Year** 2049
Levy Sharing N
School or Non-School TIF N
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-319
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was established to capture any incremental increases in value for the redevelopment of several parcels of real property located on the north side of West Lane Avenue, between Chester Road and Westmont Boulevard. This TIF will have two different inception dates based on the development of the parcels included in the TIF (90-319 + 90-362). The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $415,226
Funds Received this Year $554,963
Expenditures $437,048

Balance Owed $11,840,420
Funds Received Total $8,341,172

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Balances are dedicated for the repayment of issued bonds for this project; revenue sharing with Upper Arlington Schools. Amounts have been allocated between 90-319 + 90-362. Total expenditures allocated to 90-319 total $7,923,867.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name LANE AVENUE II TIF
TIF Ordinance 42-2019
First Year 2021 **Last Year** 2050
Levy Sharing N
School or Non-School TIF N
JVSD

Tax Year 2023
Percent of TIF 100
Project Number 90-362
Number of years total 30
Revenue Sharing N
School District UPPER ARLINGTON CSD

Project History

This fund was established to capture any incremental increases in value for the redevelopment of several parcels of real property located on the north side of West Lane Avenue, between Chester Road and Westmont Boulevard. This TIF will have two different inception dates based on the development of the parcels included in the TIF (90-319 + 90-362). The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $773,639
Funds Received this Year $1,513,972
Expenditures $766,373

Balance Owed $17,760,630
Funds Received Total $13,229,594

Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Balances are dedicated for the repayment of issued bonds for this project; revenue sharing with Upper Arlington Schools. Amounts have been allocated between 90-319 + 90-362. Total expenditures allocated to 90-362 total $12,455,956.

TIF Report

Municipality UPPER ARLINGTON CITY
TIF Name UPPER ARLINGTON HORIZONS (075)
TIF Ordinance 45-2004
First Year 2005 **Last Year** 2034
Levy Sharing N
School or Non-School TIF N
JVSD TOLLES CAREER & TECHNICAL CENTER

Tax Year 2023
Percent of TIF 100
Project Number 90-051
Number of years total 30
Revenue Sharing N
School District DUBLIN CSD

Project History

This fund provided the majority of more than $900,000 for the cost of constructed improvements to the Horizons TIF district, which were essentially completed in 2006. Reimbursement to the City for these improvements began in 2007 from the incremental increase in property values via payments in lieu of taxes (PILOT). The allowable uses were expanded in 2021 (Ordinance 03-2021) to include the costs associated with constructing a community center.

Photo (If Provided by Municipality)

Fund Balance $1,331,468
Funds Received this Year $412,022
Expenditures $4,276

Balance Owed $0
Funds Received Total $6,926,860

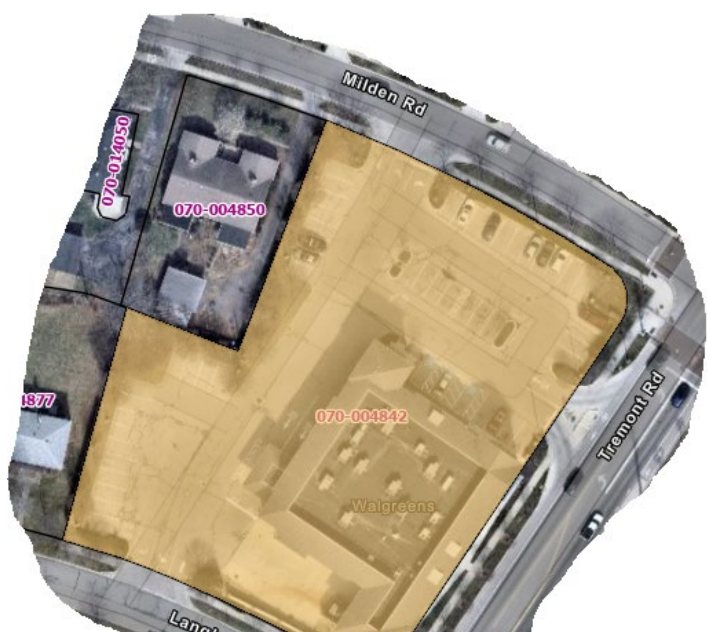
Expenditure Details

The expenditures to date have all be in compliance with the allowable uses per the authorizing ordinance. Future balances will be dedicated to the repayment of the debt issued for the City's Community Center (if needed) that is currently under construction.

a) **(90-134) Kingsdale West** (Upper Arlington City Schools)
   - TIF Fund - Established by Ordinance 125-2007, this district was established to capture any incremental increases in value within parcels located west of Tremont Road within the Kingsdale corridor. This TIF is set to expire in tax year 2037 (final settlement in 2038).
      - *Walgreens, Starbucks, Jimmy Johns, etc.*

   - 2023 Beginning Fund Balance = $387,239
   - 2023 Revenue to the Fund = $53,191 (PILOT payments; Homestead & Rollback)
   - 2023 Expenditures = $510
   - 2023 Ending Fund Balance = $439,920

   - Obligations of Revenue: Repayment of the debt issued for the City Community Center.



b) (90-176) Lane Avenue – Progress Report (Upper Arlington City Schools)

- o TIF Fund - Established by Ordinance 89-2008, this fund was created to receive PILOT payments for the redevelopment of various parcels on West Lane Avenue and adjacent streets. This TIF is set to expire in tax year 2038 (final settlement in 2039).
  - o *Shops on Lane, Chase Bank, Ohio Health (Lane)*

- o 2023 Beginning Fund Balance = $250,170
- o 2023 Revenue to the Fund = $194,201 (PILOT payments)
- o 2023 Expenditures = $1,991
- o 2023 Ending Fund Balance = $443,876 (includes lapsed encumbrances of $1,496)

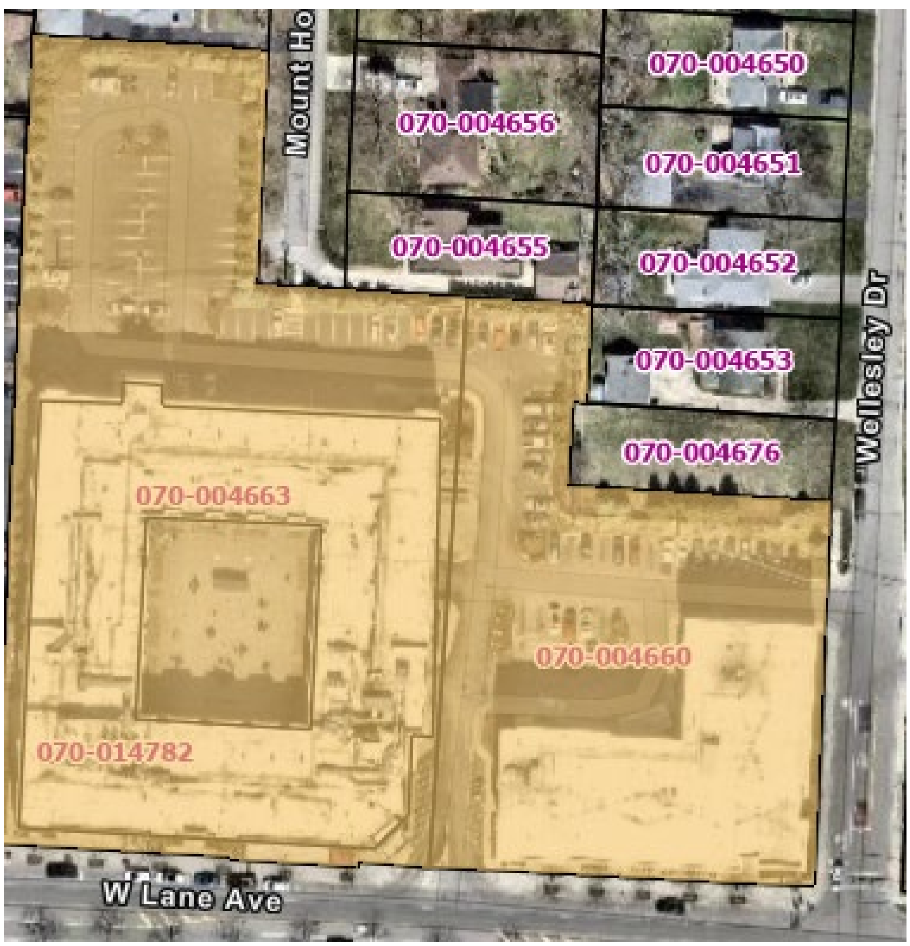
- Obligations of Revenue: Repayment of the debt issued for the City Community Center.

c) (90-201 + 90-204) Lane Avenue Mixed Use (Upper Arlington City Schools)

- TIF Fund - Established by Ordinance 38-2012, this fund was established to capture any incremental increases in value for the redevelopment of the property formerly owned by Lane Avenue Baptist Church. This TIF had two different inception dates based on the development of the parcels The first portion began in tax year 2013 and set to expire in 2042 (final settlement in 2043). The second portion began in tax year 2014 and set to expire in 2043 (final settlement on 2044).
  - *Homewood Suites, Lane Ave Mixed Use Building*

- 2023 Beginning Fund Balance = $626,752
- 2023 Revenue to the Fund = $842,919 (PILOT payments)
- 2023 Expenditures = $831,670 (includes $335,000 for repayment of debt; $374,072 in revenue sharing with UA Schools; $100,000 repayment of an advance from the City's General Fund)
- 2023 Ending Fund Balance = $638,001

- Obligations of Revenue: Repayment of issued debt ($6,307,350); revenue sharing with Upper Arlington Schools; repayment of the debt issued for the City Community Center.



d) (90-175) Arlington Crossing Incentive District – Progress Report (Upper Arlington City Schools)

- TIF Fund - Established by Ordinance 90-2008, this district was established to capture any incremental increases in value within residential parcels located within the Kingsdale Corridor. This TIF is set to expire in tax year 2039 (final settlement in 2040).
  - *Residential*

- 2023 Beginning Fund Balance = $1,214,250
- 2023 Revenue to the Fund = $147,684 (PILOT payments; Homestead & Rollback)
- 2023 Expenditures = $2,835
- 2023 Ending Fund Balance = $1,359,099

- Obligations of Revenue: Repayment of the debt issued for the City Community Center.

e) (90-167 + 90-223) Kingsdale Core (Upper Arlington City Schools)

- TIF Fund - Established by Ordinance 104-2009, this fund was created to receive the PILOT payments for the redevelopment of the retail portion of the Kingsdale Shopping Center. Ordinance 41-2015 added an additional parcel to the TIF, which is now occupied by Ohio State Wexner Medical Center. The original portion of the TIF is set to expire in tax year 2039 (final settlement in 2040). The newer portion of the TIF (ORD 41-2015) is set to expire in tax year 2045 (final settlement in 2046).
    - *Kingsdale Shopping Center, OSU Wexner Medical Center*

- 2023 Beginning Fund Balance = $570,815
- 2023 Revenue to the Fund = $1,138,033 (PILOT payments)
- 2023 Expenditures = $884,891 (includes $269,513 for repayment of debt; $603,499 in revenue sharing with UA Schools)
- 2023 Ending Fund Balance = $823,957

- Obligations of Revenue: Repayment of issued debt ($2,963,053); revenue sharing with Upper Arlington Schools; repayment of the debt issued for the City Community Center.

f) (90-165 + 90-166) Riverside North and South (Upper Arlington City Schools)

- TIF Funds – **(RN)** Established by Ordinance 88-2010, this fund was established to capture any incremental increases in value for infrastructure improvements made to the area on and around 3518 Riverside Dr. This TIF is set to expire in tax year 2040 (final settlement in 2041). **(RS)** Established by Ordinance 89-2010, this fund was established to capture any incremental increases in value for infrastructure improvements made to the area on and around 2196 Riverside Drive. This TIF is set to expire in tax year 2040 (final settlement in 2041).
  - *Scioto Country Club (RS), Various (RN) – Consolidated Employer Services, Engineering Mechanics Corp of Columbus, Comfort Keepers of UA*

- 2023 Beginning Fund Balance = $235,771
- 2023 Revenue to the Fund = $65,274 (PILOT payments)
- 2023 Expenditures = $624
- 2023 Ending Fund Balance = $300,421

- Obligations of Revenue: Repayment of the debt issued for the City Community Center.

Riverside North

Riverside South

g) (90-227) Arlington Centre (Upper Arlington City Schools)

- TIF Fund - Established by Ordinance 80-2015, this fund was established to capture any incremental increases in value for the redevelopment of various parcels on Arlington Centre Boulevard and adjacent streets. This TIF is set to expire in tax year 2046 (final settlement in 2047).
  - *CAPS*

- 2023 Beginning Fund Balance = $115,863
- 2023 Revenue to the Fund = $26,686 (PILOT payments)
- 2023 Expenditures = $255
- 2023 Ending Fund Balance = $142,294

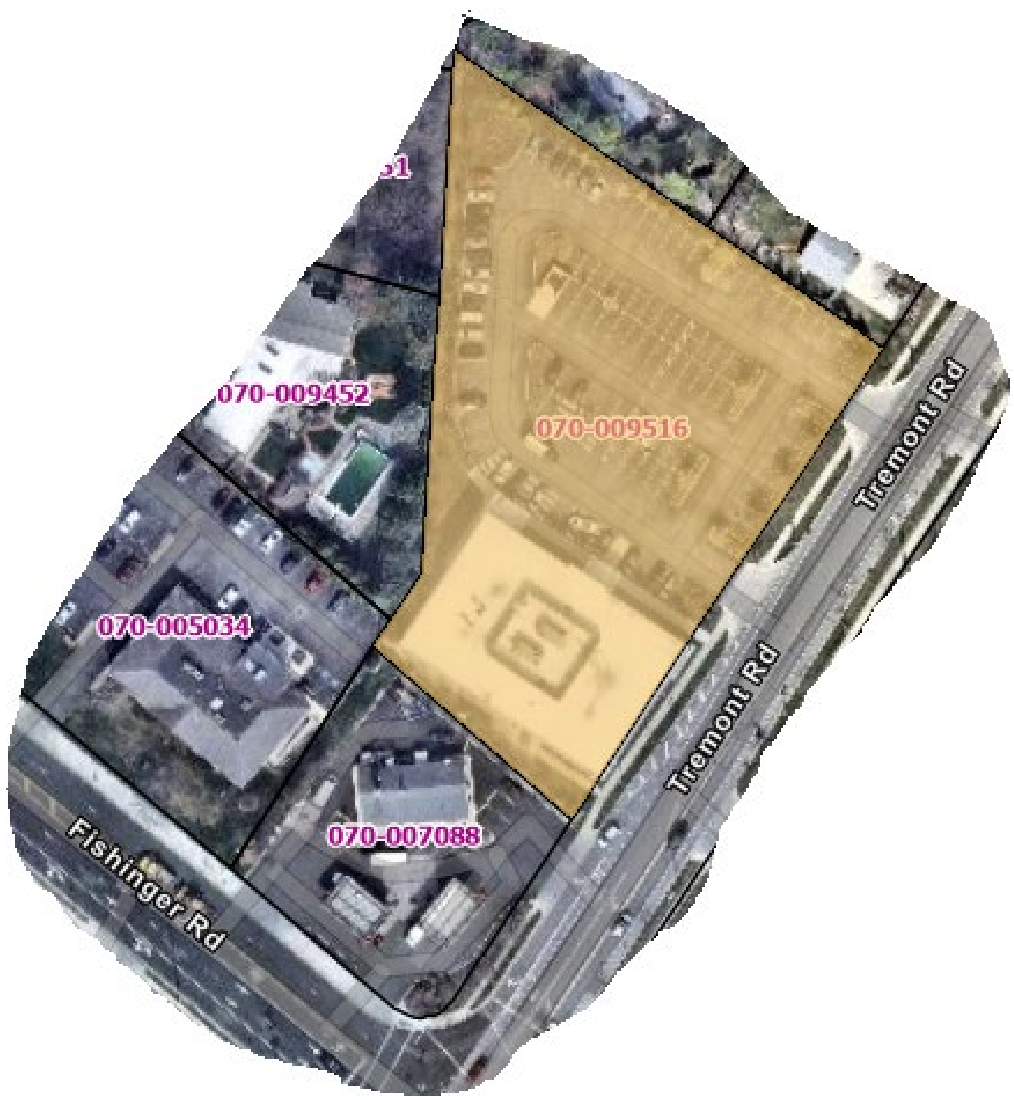
- Obligations of Revenue: Repayment of the debt issued for the City Community Center.

h) (90-261) Tremont Road (Upper Arlington City Schools)

- TIF Fund - Established by Ordinance 81-2015, this fund was established to capture any incremental increases in value for the redevelopment of various parcels on Tremont Road and adjacent streets. This TIF is set to expire in tax year 2046 (final settlement in 2047).
    - *Ohio Health*

- 2023 Beginning Fund Balance = $14,942
- 2023 Revenue to the Fund = $37,835 (PILOT payments)
- 2023 Expenditures = $37,362 (includes $37,000 repayment of an advance from the City's General Fund)
- 2023 Ending Fund Balance = $15,415

- Obligations of Revenue: Repayment of advance from City's General Fund ($104,035); repayment of debt issued for the City Community Center.



i) (90-310) West Lane - Northwest (Upper Arlington City Schools)

- o TIF Fund - Established by Ordinance 24-2018, this fund was established to capture any incremental increases in value for the redevelopment of the surrounding areas of a former gas station property at 1800 Lane Avenue. This TIF is set to expire in tax year 2048 (final settlement in 2049).
  - o *Heartland Bank*

- o 2023 Beginning Fund Balance = $14,580
- o 2023 Revenue to the Fund = $14,717 (PILOT payments)
- o 2023 Expenditures = $12,140 (includes $12,000 repayment of an advance from the City's General Fund)
- o 2023 Ending Fund Balance = $17,157

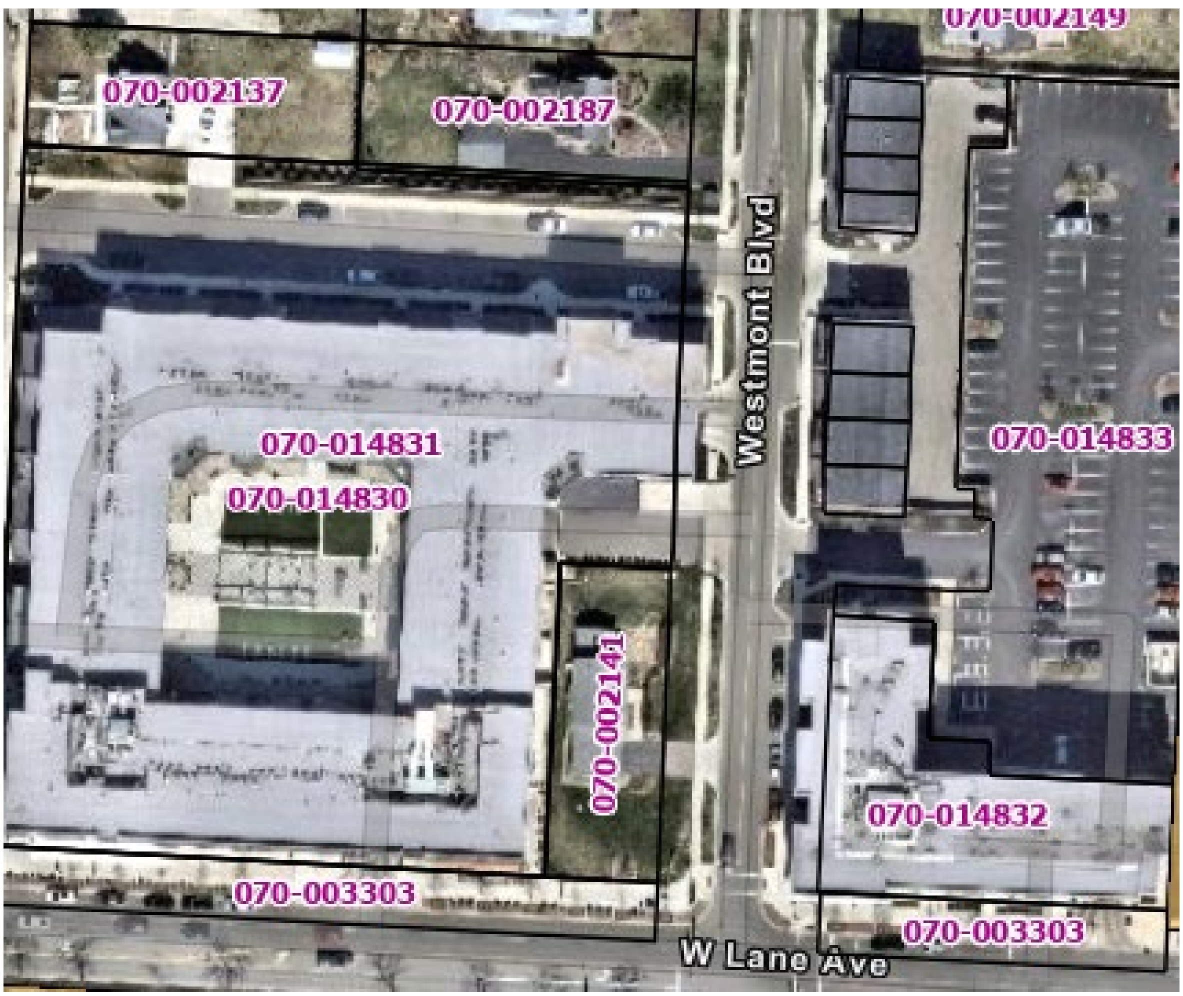
- Obligations of Revenue: Repayment of advance from City's General Fund ($132,200); repayment of the debt issued for the City Community Center.

j) (90-319 + 90-362) Lane Avenue II (Upper Arlington City Schools)

- TIF Fund - Established by Ordinance 42-2019, this fund was established to capture any incremental increases in value for the redevelopment of several parcels of real property located on the north side of West Lane Avenue, between Chester Road and Westmont Boulevard. This TIF has two different inception dates based on the development of the parcels included in the TIF. The first portion, which currently includes a hotel, began in tax year 2020 and will expire in 2049 (final settlement in 2050). The second portion began in tax year 2022 and will expire in 2051 (final settlement in 2052).
  - *TownePlace Suites, Lane II Mixed Use*

- 2023 Beginning Fund Balance = $323,351
- 2023 Revenue to the Fund = $2,068,935 (PILOT payments and $731,880 in special assessments)
- 2023 Expenditures = $1,203,421 (includes $936,950 for repayment of debt; $235,945 in revenue sharing with UA Schools)
- 2023 Ending Fund Balance = $1,188,865

- Obligations of Revenue: Repayment of issued bonds ($29,601,050) for this project; revenue sharing with Upper Arlington Schools

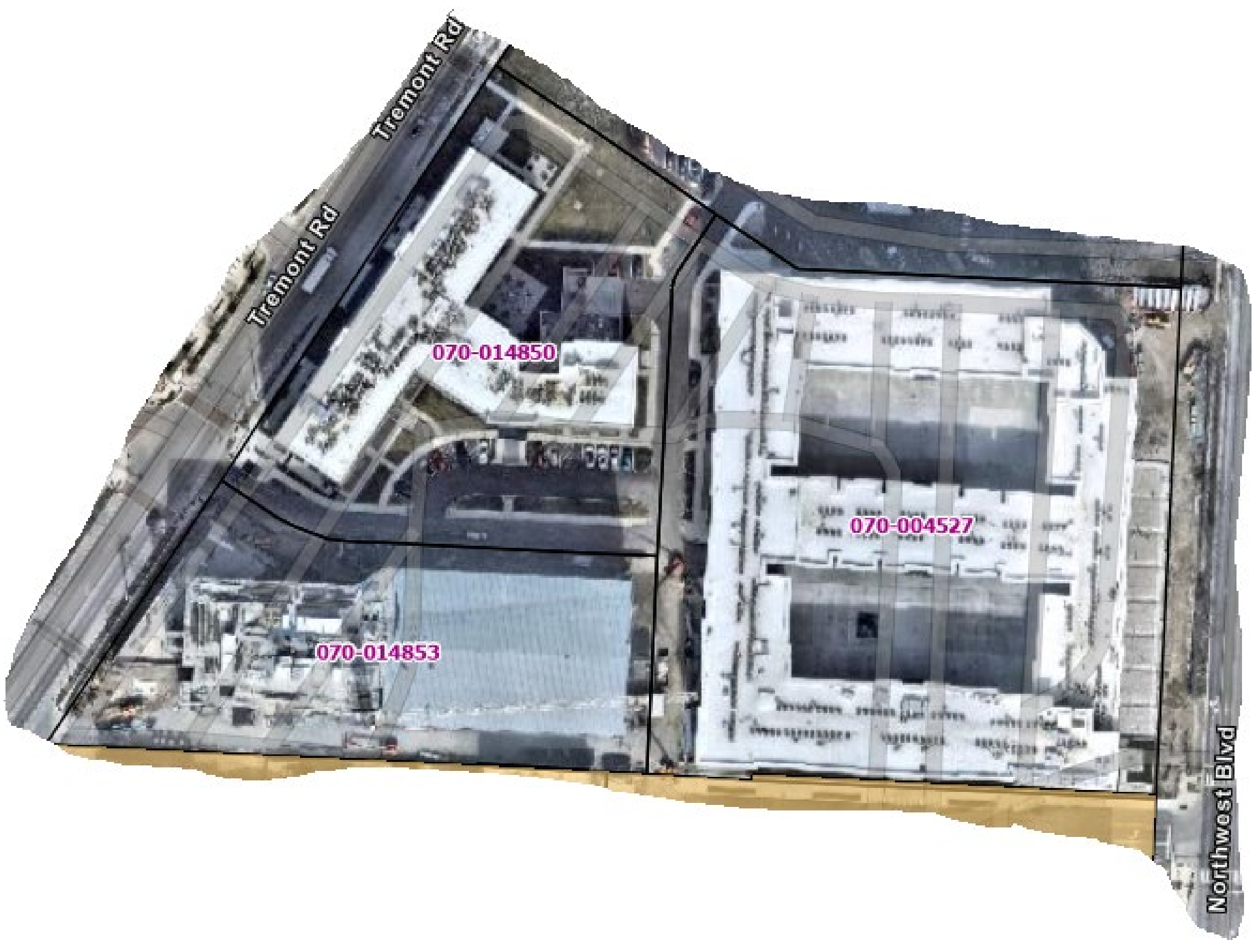


k) (*Pending*) Kingsdale Center (Upper Arlington City Schools)

- TIF Fund - Established by Ordinance 1-2021, this fund was established to capture any incremental increases in value for the redevelopment of the former Macy's/Kroger site located at Kingsdale Center. The redevelopment began in 2021, and it is expected that the TIF will begin in tax year 2023 (first settlement in 2024) and expire in 2052 (final settlement in 2053).
  - *The Coventry, The Kingston, Bob Crane CC*

- 2023 Beginning Fund Balance = $138,943
- 2023 Revenue to the Fund = $0
- 2023 Expenditures = $132,311
- 2023 Ending Fund Balance = $6,632

- Obligations of Revenue: Repayment of issued bonds ($35,810,758); repayment of the debt issued for the City Community Center



l) (90-051) Horizons (Dublin City Schools)

- TIF Fund - Established by Ordinance 45-2004, this fund was created to receive the PILOT payments for the improvements to the Horizons TIF District. This TIF is set to expire in tax year 2034 (final settlement in 2035).
    - *UBS Financial, Camelot Dental, etc.*

- 2023 Beginning Fund Balance = $923,722
- 2023 Revenue to the Fund = $412,022 (PILOT payments)
- 2023 Expenditures = $4,276
- 2023 Ending Fund Balance = $1,331,468

- Obligations of Revenue: Repayment of the debt issued for the City Community Center.

m) (*Pending*) Gateway (Columbus City Schools)

- TIF Fund - Established by Ordinance 55-2021, this fund was established to capture any incremental increases in value for the redevelopment of several parcels of real property located on the southeast of the intersection of West Lane Avenue and North Star Road of West Lane Avenue. The redevelopment began in 2021, and it is expected that the TIF will begin in tax year 2023 (first settlement in 2024) and expire in 2052 (final settlement in 2053).

- 2023 Beginning Fund Balance = $24,500
- 2023 Revenue to the Fund = $0 (bond proceeds)
- 2023 Expenditures = $41,585
- 2023 Ending Fund Balance = $21,561 (includes lapsed encumbrances of $38,646)

- Obligations of Revenue: Repayment of issued bonds ($40,889,050); revenue sharing with Columbus City Schools.


TIF EXPIRATION DATES
2035
2037
2039
2040
2040
2041
2041
2043
2044
2046
2047
2047
2049
2050
2052
2053
2053
Horizons
Kingsdale West
Lane Avenue
Arlington Crossing
Kingsdale Core (1)
Riverside North
Riverside South
Lane Avenue Mixed Use (1)
Lane Avenue Mixed Use (2)
Kingsdale Core (2)
Arlington Centre
Tremont Road
West Lane - Northwest
Lane Avenue II (1)
Lane Avenue II (2)
Kingsdale Center
Gateway

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

STAFF REPORT

Authors:	Jacolyn Thiel, Assistant City Manager
Council Meeting Date:	October 14, 2024
Subject/Legislative Item:	Ordinance No. 60-2024 - An ordinance authorizing the City Manager to enter into contract with Franklin County Public Health (FCPH) for 2025 public health services
Purpose:	To authorize the City Manager to enter into a contract with Franklin County Public Health (FCPH) for public health services (2025) for an amount not to exceed $364,000.
Executive Summary:	The City is requesting passage of this Ordinance to enter into a one-year contract for public health services (2025).

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 $364,000 to FCPH for 2025 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 with the exception of mosquito monitoring and spraying. FCPH contracts for these services and the City pays this vendor directly.) The 2025 contract (commencing January 1, 2025 and ending December 31, 2025) for these services is in the amount of $363,604.07 ($10.1867 per capita x 35,694), which is an increase of $1,452.05 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 2025, 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.	Ordinance No. 60-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 60-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO CONTRACT WITH FRANKLIN COUNTY PUBLIC HEALTH FOR 2025 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 for 2025 Public Health Services, for an amount not to exceed $364,000.00, for the period commencing January 1, 2025 and expiring on December 31, 2025.

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

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

STAFF REPORT

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

Authors:	Steven Schoeny, City Manager
Council Meeting Date:	October 14, 2024
Subject/Legislative Item:	Ordinance No. 61-2024 - An ordinance authorizing the City Manager to enter into a lease agreement with Bake Me Happy for café operations at the Bob Crane Community Center
Purpose:	To authorize the City Manager to enter into agreement to lease 620 square feet in the Bob Crane Community Center for the operations of a café.
Executive Summary:	Grant authority to the City Manager to enter into a lease agreement for 620 square feet of space within the Bob Crane Community Center for the operations of a café.

Purpose and Impact

To provide a key amenity for the community and users of the Bob Crane Community Center (BCCC), the BCCC was designed with a small space adjoining the main lobby to accommodate a "grab and go" style café. The café space is approximately 620 square feet and is designed to accommodate the sale of non-alcoholic beverages and food with a focus on products that would be found in a typical coffee shop as well as prepared foods that could be eaten on-site, or taken off-site and reheated.

Following several rounds of outreach to potential vendors, staff has negotiated an agreement with Letha Pugh and Wendy Miller Pugh, owners of Bake Me Happy, to operate a new concept at the BCCC. The concept, tentatively called Core Cafe, will center on offering healthy, grab-and-go foods from a curated selection of vendors. The café will offer a comprehensive selection of beverages, including coffee drinks, teas, sports drinks, and water. For food, the café will offer snacks, foods that can be heated and eaten on-site, and grab-and-go selections that can be eaten off-site. Seating will be provided in the BCCC lobby or items can be taken elsewhere in the community center.

The café space rent will be on a percentage of gross sales basis. In 2025, there will be no rent charged because the café and the community center will be in a start-up phase. In 2026, rent will be 10 percent of gross sales. In 2027, rent will be 10 percent of gross sales up to $600,000 and 20 percent of gross sales of $601,000 and above. The term of the lease concludes in 2027, but the lease has provisions for the parties to negotiate an extension.

History

From the outset of the BCCC design process, there was a desire to have an amenity in the community center that would allow patrons to purchase food and drinks beyond what could be offered through typical vending machine solution. Therefore, the designs by MSA included a small area that would be appropriate for sales, storage and final preparation of food and non-alcoholic beverages. In August 2022, the City issued an RFP for vendors and had no respondents. Based on feedback from businesses that might have been bidders and members of the real estate community, it was concluded that the RFP was issued too early in the construction process to attract the attention of operators, especially given the uncertainty in the market at the time.

Revised bid documents were issued in October 2023. Again, there were no responsive bidders. Further discussions indicated that the unique nature of the BCCC and the cafe operation made it difficult for potential operators to respond to the RFP. Subsequently, the City issued an open request for solicitations. This process allowed the City to have more open discussions with potential bidders about the opportunity presented by the BCCC cafe space. After lengthy discussions, the City was able to reach an agreement on general terms with Letha Pugh and Wendy Miller Pugh. Pugh and Miller Pugh own Bake Me Happy and Muse Hospitality LLC.

Alternatives

If Council rejects this ordinance, staff would likely wait until after the community center has opened and issue a new solicitation for vendors.

Attachments

1.	Ordinance No. 61-2024

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 61-2024

TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH BAKE ME HAPPY FOR CAFÉ OPERATIONS AT THE BOB CRANE COMMUNITY CENTER

WHEREAS, a 620 square foot café space has been included in the design of the Bob Crane Community Center (BCCC) to allow patrons to purchase food and drinks beyond what could be offered through typical vending machine solutions; and

WHEREAS, the City issued an RFP for vendors for café operations in August 2022 and October 2023, both of which resulted in zero responses; and

WHEREAS, subsequently, the City issued an open request for solicitations, which allowed the City to have more open discussions with potential bidders about the opportunity presented by the BCCC café space; and

WHEREAS, Staff were able to reach an agreement on general terms with Letha Pugh and Wendy Miller Pugh, owners of Bake Me Happy and Muse Hospitality LLC; and

WHEREAS, the proposed café operation will offer healthy, grab-and-go foods from a curated selection of vendors, a comprehensive selection of beverages, including coffee drinks, teas, sports drinks, and water, as well as snacks and foods that can be heated and eaten on-site; and

WHEREAS, the lease agreement for the café space will include rent on a percentage-of-gross-sales-basis, with no rent charged in 2025, due to the start-up phase of the café and community center, followed by a share of 10-percent gross sales in 2026, and further increases in 2027; and

WHEREAS, Staff recommend moving forward with the lease agreement for café operations, in preparation for the Spring 2025 grand opening of the Bob Crane Community Center.

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

<u>SECTION 1.</u> The City Manager is hereby authorized to enter into a lease agreement with Bake Me Happy for café operations at the Bob Crane Community Center.

<u>SECTION 2.</u> The City Manager, Finance Director, and the City Attorney are hereby authorized to take all actions, including the execution of all documents or amendments necessary to enter into, implement, and administer the lease agreement, that are not substantially inconsistent with this ordinance.

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

Authors: Darren Shulman, City Attorney

Council Meeting Date: October 14, 2024

Subject/Legislative Item: Ordinance No. 62-2024 - An ordinance amending Chapter 155 - Personnel Code of the Upper Arlington Code of Ordinances

Purpose: To amend Chapter 155 - Personnel Code to make adjustments to employee pay and benefits, in anticipation of the opening of the Bob Crane Community Center.

Executive Summary: These changes to the personnel code make the following changes, which staff recommend putting in place to facilitate the opening of the Bob Crane Community Center:

1. Gives the City Manager authority to establish a policy offering free and/or discounted membership to a city recreation facility as a component of compensation.
2. Clarify that holiday pay (pay for hours not worked on a holiday) is intended to cover year-round employees who work 30 or more hours a week on a year-round basis. The existing language aligns with the City's current staffing, but the recommended language is being recommended based on the staffing plan for the community center. The City Clerk is given authorization to designate deputy clerks who work less than 30 hours to receive the holiday pay benefit to ensure flexibility in staffing and avoid unintentionally impacting existing employees.
3. Language clarifying that employees, even those not entitled to holiday pay, are entitled to time and a half pay for all hours worked on a holiday or an observed holiday.
4. Expand first-call duty compensation eligibility to direct supervisors of employees in the technical, labor and trades group plan. As part of this change, the revised language requires the Department Head to authorize this, which is a higher level of supervision than division superintendent.

Purpose and Impact
The recommended changes (except for the first call compensation) are geared towards aligning our personnel code with the planning for the community center. Providing time and a half pay for working a holiday adds another cost, but staff believe this benefit is equitable and will aid in staffing and recruitment on those days. Giving the city manager authority to establish a policy offering memberships to the community center as a component of compensation is anticipated to aid in recruiting and retention, as well as aligning with the goals of the City's wellness program.

History
The proposed language largely represents changes deemed time sensitive due to the impending opening of the community center. For example, authority to give memberships is needed to include an opt-in for that benefit in the City's upcoming open enrollment period. The holiday pay and time and a half for working on a holiday changes are needed to finalize the pay structure for employees to allow recruitment to begin. Given the absence of an HR Director and the need to get these changes in place quickly, review of the Personnel Code has been limited to the areas identified as needing immediate attention. The City Attorney plans to work with the new HR Director to do a more comprehensive review of the code in the future, so additional changes may be brought to Council in the future.

Alternatives
Council could choose to adopt some, all, or none of the recommended changes. Failing to adopt the recommended changes to holiday pay could lead to either additional staffing expense or changes in how the City hires staff for the community center.

Attachments

1.	Ordinance No. 62-2024
2.	Exhibit A - CHAPTER_155.___PERSONNEL_CODE DRAFT

RECORD OF ORDINANCES

CITY OF UPPER ARLINGTON
STATE OF OHIO

ORDINANCE NO. 62-2024

TO AMEND CHAPTER 155 – PERSONNEL CODE OF THE UPPER ARLINGTON CODE OF ORDINANCES

WHEREAS, in preparation of the opening of the Bob Crane Community Center, the Parks & Recreation and Human Resources departments need to begin recruiting employees to work at the facility; and

WHEREAS, before recruiting efforts take place, staff recommend changes to current employee benefits; and

WHEREAS, to implement recommended benefits changes, City Council must first authorize changes to Chapter 155 - Personnel Code of the Upper Arlington Code of Ordinances prior to posting job openings for the Bob Crane Community Center.

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

SECTION 1. Chapter 155 – Personnel Code of the Upper Arlington Code of Ordinances is hereby amended as described in EXHIBIT A, attached hereto and made a part herein.

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

CHAPTER 155. PERSONNEL CODE

§ 155.01 DEFINITIONS.

(A) *Anniversary date.* For non-bargaining unit employees, anniversary date shall be January 1 unless otherwise determined by the city manager.

(B) *Applicant.* A person requesting consideration for employment in a class in the classified service or unclassified service.

(C) *Appointing authority.* The officer (meaning, for purposes of defining "appointing authority," the city manager, city clerk, or city attorney as provided elsewhere in the City Charter or Upper Arlington Codified Ordinances), commission, board or body having the power of appointment to, or removal from a position in the classified service and unclassified service.

(D) *Class or (classification).* A group of positions with the same descriptive title having similar duties and responsibilities and requiring similar qualifications which can be distinguished from other groups of positions (e.g., administrative assistant). There may be only one (1) position in a particular class (e.g., police chief).

(E) *Class series.* As adopted by the civil service commission, two (2) or more classes which are similar as to type of work but which differ as to degree of responsibility, difficulty, complexity, skill and/or technical knowledge and which have been arranged in a ladder of steps in a normal line of promotion.

(F) *Classified service positions.* Positions in the service of the city subject to examination and not specifically excluded and placed in unclassified service.

(G) *Continuous service.* The length of service as a full-time employee uninterrupted by resignation, retirement, discharge for cause or any other separation from city employment. Military leave, leave resulting from injury in the line of duty, leave for approved disability coverage, authorized leave without pay or administrative leave without pay for periods of six (6) weeks or less are not considered separation from city service.

(H) *Department.* Any department, office, commission, board or other body as defined under the City Charter or Upper Arlington Codified Ordinances.

(I) *Eligible.* A person who has satisfactorily met all qualifications and requirements for employment in the job class for which the person has made application and whose name should appear on an eligible list.

(J) *Full-time employee.* An employee that is scheduled to work not less than forty (40) hours per seven (7) consecutive calendar days.

(K) *Health care provider.* A licensed doctor of medicine or osteopathy or other person providing health services who is licensed or certified under federal or state law or any other person determined by the secretary of labor to be capable of providing health care services.

(L) *Immediate family.* Parents, parents-in-law, brother-in-law, sister-in-law, spouse, children, brothers, sisters, grandparents unless otherwise specified.

(M) *Part-time employee.* An employee regularly scheduled to work throughout the year and works less than forty (40) hours per week on average. Seasonal/temporary employees are not part-time employees.

(N) *Position.* Any office, employment or job calling for the performance of certain duties and the exercise of certain responsibilities by one (1) individual. A position may be vacant or occupied (part-time or full-time) and it may be designated regular, part-time, seasonal, etc.

(O) *Resignation.* Voluntary separation from employment.

(P) *Retirement.* An employee separation from city service that is not by resignation, layoff, or discharge, where the separating employee's application for retirement benefits has been approved by the retirement system and the separating employee will receive payment of retirement benefits in accordance with an approved retirement immediately upon separation from city employment. Retirement shall not mean someone who is eligible but has not formally filed for retirement and has not been approved to receive retirement benefits.

(Q) *Seasonal/temporary employee.* Annually recurring work periods of typically six (6) months or less a year. Seasonal/temporary employees must average less than thirty (30) hours per week over the course of the entire year. The season will be defined as closely as possible upon hire so that the employee will have a reasonably clear idea of how much work can be expected. Internships fall under this definition.

(R) *Senior executive.* Those individuals who are department heads and/or positions designated by the city manager.

(S) *Shared position.* A shared position exists only if one (1) full-time position is authorized and more than one (1) person shares the position's responsibilities providing that the hours do not exceed forty (40) in any one (1) week.

(T) *Workday.* A regularly scheduled working time assigned by a supervisor or manager.

(U) *Workweek.* A regularly recurring period of seven (7), twenty-four (24) hour days consisting of five (5) workdays of eight (8) hours per day and two (2) days off or four (4) days of ten (10) hours per day and three (3) days off except in the case of firefighters where they may work twenty-four (24) hours every seventy-two (72) hours.

(Ord. No. 118-2009; Ord. No. 6-2012; Ord. No. 7-2013; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.02 COMPENSATION.

(A) The compensation plan is designed as a fair and equitable method for payment of employees in the city with a target market rate of one hundred three percent (103%). The plan shall establish a basic salary schedule as approved by the city council. The salary schedule shall include minimum and maximum rates of pay for all positions included in the classification plan. In addition to the basic salary schedule, the compensation plan consists of two (2) components. These two (2) components, market adjustments and performance award, shall be used to determine the employee compensation.

(1) *Market adjustment:* The market adjustment is the component that is used to insure that the salary schedule is adjusted equally across-the-board to reflect changes in the wage index. Three (3) considerations, not all inclusive, dictate whether or not a wage adjustment will be administered: changes in union contract positions which cause salary compression with positions not covered by the contract, changes in the wage index based upon the Bureau of Labor Statistics wage index for state and local governments (BLS wage index) and the budgetary constraints of the city. Each year city council may vote on wage adjustment(s) to the salary schedule; a percentage increase will be applied to the salary ranges as determined by council. City council may utilize the BLS wage index to determine any wage adjustment(s) to the salary schedule.

(2) *Performance award:* The performance award component is designed to reward job performance, therefore, serving as an incentive system. Base salary increases and bonuses are awarded to employees whose performance is evaluated as consistently competent, satisfactory and/or exceed expectations. The performance appraisal is essential to the effective utilization of this component. The merit system is based upon the principle that satisfactory, or above, performance should be rewarded

because such performance is a greater contribution to the city than unsatisfactory. The performance award is strictly used to monetarily reward satisfactory or above satisfactory performance.

(B) Employees shall be paid a salary or wage based on the salary range for their position as set forth in the salary schedule adopted by city council. Salary increases from the performance award component shall be effective beginning in the payroll period that includes the employee's anniversary date. The resulting salary shall not exceed the maximum rate for the position. New employees shall not be entitled to a salary increase from the performance award component unless they have been employed by the city for at least six (6) months.

(C) *Part-time employment:* The same principles, which apply to the compensation plan for full-time regular employees shall determine salary procedures for part-time employees.

(D) It shall be the responsibility of the appointing authority to implement the performance appraisal process by conducting or having conducted, an appraisal of performance.

(E) The pay schedule of all employees, except city council members, shall be on a bi-weekly basis. The pay schedule of city council members shall be on a monthly basis.

(F) The entry level of pay for all positions shall be recommended to the appointing authority or determined by the appointing authority at the amount necessary to employ that applicant with the best overall set of qualifications, as determined by the employment process.

(G) Employees shall be compensated for overtime, as follows:

(1) Employees working a forty-hour work week, at the rate of one and one-half (1½) times their regular hourly rate.

(2) All overtime compensation shall be by cash payment unless the employee elects to receive compensatory time off in accordance with this section. An eligible full-time employee, prior to performing overtime, may elect to receive compensatory time in lieu of the cash payment. For seasonal and part-time employees, the city expressly reserves its right to require compensation of overtime by cash payment in the manner provided in C.O. § 155.02(G)(1). No one should coerce or pressure the employee to receive compensatory time instead of the cash payment. Such compensatory time shall not exceed a total accumulation over two hundred forty (240) hours.

(3) The use of compensatory time shall be approved in advance by the department head or designee.

(4) Any compensatory time earned in excess of the two hundred forty-hour limitation or earned during the month of December shall be by cash payment. Public service employees shall be paid a cash payment for earned but unused compensatory time in the pay period prior to November 1. For all other eligible employees, compensatory time that has not been used by December 1 of each year shall be paid by cash payment at the rate of pay in effect in the first December pay period unless otherwise approved by the appointing authority. An employee may be permitted to carry over compensatory time to the following year upon approval by the appointing authority.

(H) *Reinstated employees:* A reinstated employee shall be paid at a salary rate within the approved salary range for the position in which the employee is reinstated. The salary level in the range will be related to, but not limited to, such factors as performance, experience and length of previous service in the jurisdiction and shall be set by the city manager.

(I) *Temporary work at a higher classification:* An employee assigned temporarily to a position of higher classification shall be compensated at the minimum of that class or seven percent (7%) above the employee's present rate, whichever is higher, for all hours worked at the higher classification, provided a minimum of sixteen (16) consecutive hours are worked in the higher class.

(J) The city manager shall maintain a performance bonus program not to exceed .0066 of non-union wages as an incentive for highly meritorious service. The performance bonus may include, but is not limited to, a certificate of appreciation or a cash payment.

(K) The city manager shall maintain a discretionary fund to be used for acts of appreciation to employee teams, not to exceed .001 of total wages.

(L) The city manager shall have the authority to make salary adjustments within the established ranges, exclusive of the collective bargaining agreements, for good cause shown and to ensure that the goal of a fair and equitable compensation system is properly administered.

(Ord. No. 6-2012; Ord. No. 6-2012, 2-13-2012; Ord. No. 54-2013; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.03 HOLIDAYS.

(A) The following days are declared paid holidays from which employees will be excused from work:

New Year's Day: January 1

Martin Luther King Day: Third Monday in January

President's Day: Third Monday in February

Memorial Day: Last Monday in May

Juneteenth: June 19

Independence Day: July 4

Labor Day: First Monday in September

Veteran's Day: November 11

Thanksgiving Day: Fourth Thursday in November

Christmas Day: December 25

(B) Full-time employees are eligible to receive eight (8) hours of holiday pay. Part-time employees **WHO WORK AN AVERAGE OF THIRTY (30) OR MORE HOURS A WEEK ON A YEAR ROUND BASIS** are eligible to receive holiday pay for the number of hours normally scheduled to work on that day, up to eight (8) hours. **THE CITY CLERK IS AUTHORIZED TO DESIGNATE DEPUTY CLERKS WHO WORK LESS THAN 30 HOURS A WEEK TO RECIEVE THE HOLIDAY PAY DESCRIBED IN THIS SECTION.**

(C) When any holiday listed above falls on Saturday, the preceding work day shall be considered the holiday. When the holiday falls on a Sunday, the following work day shall be considered the holiday. In the event the federal and state governments shall designate a day of the week for any of the holidays specified above, then said day shall be observed in accordance with said designation.

(D) In order for an employee to receive holiday pay, the employee must have actually worked on their scheduled day before and after the holiday unless the employee had scheduled approved leave time. Employees on an approved leave of absence, such as FMLA or parental leave, are eligible for holiday pay.

(E) When any holiday listed above falls while an employee is on approved vacation time, such holiday shall not be charged against vacation leave.

(F) Each full-time and part-time employee who is required to work on a day designated as a holiday shall, in addition to receiving holiday pay for the holiday **(IF APPLICABLE)**, be paid at the rate of one and one-half (1½) times the rate of pay for all hours worked on the holiday. When the actual holiday and observed holiday do not fall on the same day and the employee is assigned to work on either or both, the employee will be eligible to be paid at the rate of one and one-half (1½) times the rate of pay for all hours worked on those days. Holiday pay does not count towards the forty-hour workweek for the purpose of overtime.

(G) If an employee's work schedule is other than Monday through Friday, the employee will receive holiday pay for holidays observed on their day off regardless of the day of the week on which they are observed.

(H) Each full-time employee working four (4) workdays of ten (10) hours per day shall be paid eight (8) hours pay for a holiday. The employee has the option of supplementing the remaining two (2) hours with leave time or modifying work week to eight (8) hour days so that the employee's hours for the week are still forty (40) hours.

(Ord. No. 32-2022, § 1, 4-11-2022; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.04 PERSONAL LEAVE.

(A) Each full-time employee shall receive forty (40) hours of personal leave at the start of each calendar year. An employee, after approval by his supervisor, may use personal leave for matters of a personal nature.

(B) Personal leave may be used in as small as one-fourth of an hour (fifteen-minute) increments.

(C) A newly appointed full-time employee shall receive personal leave based on the following schedule:

Hire Month	**Number of Personal Leave Hours in First Calendar Year**
January, February	40 hours
March, April	32 hours
May, June	24 hours
July, August	16 hours
September, October	8 hours
November, December	0 hours

(D) Personal leave may not be carried over into the next calendar year and is not eligible for payout upon ending employment.

(Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.05 VACATION TIME.

(A) *Accruals:* Each full-time employee shall accrue vacation based on the schedules listed in the tables below effective January 1, 2022. The appointing authority may approve a member of the senior executive class who is within three (3) years of his or her retirement date to maintain the vacation plan effective prior to January 1, 2022 if that person provides notice of retirement for a date prior to January 1, 2025 by December 31, 2021. Employees currently on the grandfathered vacation accrual plan will be given the option to move to the current vacation accrual plan effective January 1, 2022 for the remainder of their service with the city.

Table 1: Current Vacation Accrual Plan (Full-time general employees hired after January 1, 2011)

Years of Service	Accrual per pay period (hours)	Annual rate (hours)
<1	3.077	80
5	4.615	120
15	6.154	160
20	7.690	200

Table 2: Grandfathered Vacation Accrual Plan (Full-time general employees hired before January 1, 2011)

Years of Service	Accrual per pay period (hours)	Annual rate (hours)
<1	3.077	80
5	4.615	120
10	5.385	140
13	6.154	160
13+	Additional .3077 per pay for each additional 3 years of continuous service	

Table 3: Full-time employees in the senior executive class hired after January 1, 2011

Years of Service	Accrual per pay period (hours)	Annual rate (hours)
<1	4.615	120
5	6.154	160
15	7.077	184
20	7.690	200

Table 4: Full-time employees in the senior executive class hired before January 1, 2011

Years of Service	Accrual per pay period (hours)	Annual rate (hours)
<1	4.615	120
5	6.154	160
12	7.69	200
12+	Additional .3077 per pay for each additional 3 years of continuous service	

(B) *Accrual exceptions:* The appointing authority shall have the authority to make adjustments in the amount of vacation leave accrued or credited for new hires in non-bargaining unit positions to ensure the hiring of the best qualified candidate for the position. The appointing authority may consider previous public or private employment and credit the employee with time worked in the relevant positions. Such credit will be applied on an individual basis to a placement within this vacation schedule.

(C) Vacation time shall be at full pay at the current salary rate.

(D) All full-time employees shall begin accrual of vacation in the first full pay period and upon completion of all regular work days within a pay period thereafter. Vacation time is not accrued if separation occurs prior to completion of all regular work days within a pay period.

(E) The accrual balance will appear to the credit of the employee, but will not be available for use as approved vacation leave until the employee has served for a period of one hundred eighty (180) days, unless otherwise approved by the appointing authority. Vacation use will not be permitted within one hundred eighty (180) days unless negotiated at the time of hire because of previous commitments, or unless approved by the appointing authority. Only requests for vacation less than or equal to the accrued balance will be approved.

(F) *Vacation carryover:* Each full-time employee shall be permitted an annual standard maximum carryover of three (3) times the employee's annual vacation accrual rate. Any accrued vacation leave in excess of the maximum carryover limits standing to the credit of the employee on December 31 shall become void on that date. Requests to carry over additional hours into the following year may be approved by the appointing authority. Approval of such requests will be limited to instances where factors beyond the employee's control or directly related to the operational needs of the city prevented the employee from using the accrued vacation.

(G) The city is permitted to offer a program under which employees with five (5) years of service with Upper Arlington may elect to cash in up to eighty (80) hours of vacation time each year.

(H) *Scheduling:* Employees shall request vacation leave as far in advance as possible and approval is at the discretion of the supervisor. In the event of conflicting requests, the department director shall resolve the conflict based on the operating needs of the department/division.

(I) *Vacation payout upon ending employment:*

(1) Where an employee becomes deceased while in paid status in city employment, any accrued but unused vacation leave to the employee's credit shall be paid in a lump sum.

(2) Any employee leaving the city shall be paid a lump sum amount for any accrued but unused vacation leave.

(3) Prior to their retirement, an employee who anticipates being a rehired retiree may make a request in writing to the city manager to carryover vacation into their rehired position. The city manager has the authority to approve this request.

(J) Accrual of the annual vacation rate is based upon twenty-six (26) regular pay dates within the calendar year. No additional accrual will be credited when a 27th pay date occurs within the calendar year.

(Ord. No. 118-2009; Ord. No. 5-2011; Ord. No. 6-2012; Ord. No. 79-2012; Ord. No. 82-2021, § 1, 12-13-2021; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.06 SICK LEAVE.

(A) All full-time employees shall accrue sick leave at the rate of 4.615 hours for each pay period.

(B) After the third consecutive day of illness, the employee may be required to secure a certificate from a doctor giving information as to the circumstances involved or nature of the illness.

(C) Unused sick leave shall be cumulative with no maximum.

(D) Employees may use sick leave upon approval by their supervisor or manager. The employee must give the reason for the sick leave and location of convalescence, if different than the home address.

(E) Sick leave may be used in as small as one-fourth of an hour (fifteen-minute) increments.

(F) Reserved.

(G) Reserved.

(H) Reserved.

(I) Reserved.

(J) Reserved.

(K) New employees may transfer unused sick leave credit which was not converted to a cash benefit from another Ohio public agency as long as: 1) Employment occurs within ten (10) years of the employee's termination date from the transferring agency. 2) The employee has not already converted the sick leave credit into a cash benefit with the transferring agency. 3) The sick leave credit to transfer does not exceed one thousand nine hundred twenty (1,920) hours. 4) The employee submits required documentation from the transferring agency within ninety (90) days of their start date, as specified in the city's personnel rules.

(L) Reserved.

(M) Payment for unused sick leave.

(1) All full-time employees shall at the time of their retirement, receive payment in a lump sum of one (1) hour of pay for each four (4) hours of accumulated unused sick leave to their credit for accruals up to and including one thousand nine hundred twenty (1,920) hours.

(2) *Senior executive sick leave conversion upon retirement:* Executives at the time of retirement shall receive payment in a lump sum in accordance with the following schedule:

(a) Up to one thousand four hundred forty (1,440) hours, at the rate of one (1) hour of pay for each four (4) hours of accumulated and unused sick leave to the executive's credit.

(b) From one thousand four hundred forty (1,440) hours to one thousand nine hundred twenty (1,920) hours, at the rate of one (1) hour of pay for each three (3) hours of accumulated and unused sick leave to the executive's credit.

(c) Above one thousand nine hundred twenty (1,920) hours, at the rate of one (1) hour of pay for each two (2) hours of accumulated and unused sick leave to the executive's credit.

(d) For executives, the hourly rate of pay shall be computed on the basis of a forty-hour work week.

(3) Executives who have in excess of one thousand nine hundred twenty (1,920) hours to their credit at the end of the calendar year may convert the hours in excess of one thousand nine hundred twenty (1,920) into cash at the rate of one (1) hour of pay for each two (2) hours of sick leave.

(4) Prior to their retirement, an employee who anticipates being a rehired retiree may make a request in writing to the city manager to carryover sick leave into their rehired position. The city manager has the authority to approve this request.

(N) *Donating sick leave.* When any employee of the City of Upper Arlington (non-contractual and/or contractual, if not governed by a bargaining unit agreement which is contradictory to this section) has exhausted all sick leave, vacation, personal, compensatory or other time bank available to them due to a disabling illness or injury of themselves or an immediate household family member, other employees of the city may volunteer to donate sick leave, vacation, compensatory time, personal or holiday time to the affected employee according to the administrative guidelines established by the city manager

(Ord. No. 6-2012, 2-13-2012; Ord. No. 5-2017, § 4, 2-13-2017; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.07 WAGE CONTINUATION POLICY.

(A) Wage continuation.

(1) A full-time employee may be granted wage continuation not to exceed two hundred forty (240) hours per injury or occupational disease. Safety forces' executives shall be granted wage continuation not-to-exceed one thousand forty (1,040) hours per injury. Wage continuation shall be charged at the rate of one (1) hour for each hour absent.

(2) Wage continuation may be granted to any full-time employee only for injuries or other disabilities which are incurred in the performance of city employment and which are determined by a licensed physician to have so disabled such employee that the duties of his/her position cannot be performed and have been approved as workers compensation. Musculoskeletal, cardiovascular, respiratory, and pulmonary disabilities are some, but not all, possible examples of such service related injuries.

(3) Pending the determination of the workers compensation claim, wage continuation request approval will be pending that determination. An employee may use other leave, which would be re-credited to the employee if the wage continuation is approved.

(Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.08 SHORT-TERM AND LONG-TERM MEDICAL DISABILITY.

(A) Each full-time employee is eligible for the short-term medical disability program. Each full-time employee, not eligible under the public employee retirement system or the police and fire pension fund for disability coverage, is eligible for the long-term medical disability program for non-work related illnesses and injuries. Such illnesses and injuries include, but are not limited to serious diseases; disabilities caused by pregnancy, child birth, or related medical conditions or physical impairment due to accidents. The city may require certification of an employee's continuing illness or disability by a physician.

(B) The short-term program provides for payment to the employee from the 46th day of accident or illness for a maximum of one hundred eighty (180) days at sixty percent (60%) of the employee's gross wages.

(C) The long-term program provides for payment to the employee from the 181st day of the accident or illness until the employee becomes eligible under the public employees retirement system or the police and fire pension fund, up to a maximum of two (2) years at sixty percent (60%) of the employee's gross wages in effect at that time.

(D) The employee may elect to use all or part of their accumulated sick leave in order to make up any difference between one hundred percent (100%) of their gross wages and the amount which they receive under the disability programs.

(E) If an employee exhausts all sick leave benefits, other approved leave may be granted by the city manager.

(F) If, while receiving payments for short-term or long-term disability, the employee performs work for the city or another employer, the amount of payment under the disability program shall be reduced by the compensation which he receives during that time period.

(G) While an employee is paid short-term or long-term disability benefits pursuant to this section, vacation and sick leave accruals shall cease and step/merit increases would not be awarded until returning to work.

(H) The city shall maintain applicable insurance benefits for the employee while on short-term disability.

(I) Upon returning to work following a short or long-term medical disability leave, an employee must present written certification from a physician attesting to the employee's ability to perform the duties listed in the employee's job description.

(J) In the event that a disability claim is denied by the third party administrator, the employee may follow the appeal process in the employee benefit plan in the employee handbook.

(K) The city manager or designee shall be responsible for the administration of the short-term and long-term disability programs.

(Ord. No. 7-2013; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.09 BEREAVEMENT LEAVE.

(A) A full-time employee may be granted up to three (3) regularly scheduled work days without loss of pay in case of a death in the immediate family.

(B) Sick leave, vacation, personal days or compensatory time may be used for bereavement leave up to an additional two (2) days for immediate family.

(C) A total of three (3) days of leave is permissible for deaths other than the immediate family, but such leave shall be charged to vacation, personal days or compensatory time.

(Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.10 LEAVES OF ABSENCE.

(A) In an effort on behalf of the city to be flexible and provide latitude to employees in unique or special circumstances, leaves of absence may be granted to employees by the city under special circumstances. Eligibility for a leave of absence will be reviewed on a case-by-case basis and will be limited to full-time, regular employees with at least two (2) consecutive years of service or to situations where the city must accommodate a disability under the Americans with Disabilities Act.

(B) Leaves of absence for the following situations or emergencies will be considered:

(1) To allow employees to attend courses in training, or recognized colleges or universities.

(2) Personal leave of absence may be granted to an employee to attend to personal matters in cases in which the city determines that an extended period of time off would be in the best interest of the employee and the city, including but not limited to inpatient substance abuse treatment.

(3) For other purposes deemed beneficial to the city and the employee.

(C) Leaves of absence are granted without pay except in special and unusual circumstances. Insurance benefits are continued during leaves of absence.

(D) Requests for a leave of absence must be made in writing by the employee. All leaves must be approved by the department director and the appointing authority. permitted leaves are limited to six (6) weeks at which time any request for additional leave must be made.

(E) An employee returning to work from leave shall be reinstated to the employee's former position or a comparable position.

(F) If an employee fails to return to work at the conclusion of a permitted leave, the employee will be terminated from employment, unless the city manager and department director grant an extension.

(G) Leave of absence may be paid leave by using personal days, vacation and sick leave. When an employee is on leave of absence without pay, vacation and sick leave accruals shall cease and merit increases would not be retroactive while in unpaid status.

(Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.11 MILITARY LEAVE.

(A) An employee shall be granted military leaves of absence or separation with reinstatement rights in accordance with ORC 5923.05 for one hundred seventy-six (176) days during each calendar year.

(B) If the Chief Executive Officer of the United States declares that a state of emergency exists, the employee, if ordered to active duty for purposes of that emergency, shall be paid pursuant to this section for a period, or periods whether or not consecutive, not to exceed thirty (30) days during each calendar year without special approval by the city manager. Such military leave of absence shall not be granted to persons employed by the City of Upper Arlington, Ohio for brief, non-recurrent periods. Leave shall be granted to the extent required by the Uniformed Services Employment and Reemployment Rights Act (USERRA).

(C) The city shall pay the employee their regular salary, less the amount paid by the military during that period. The employee must submit proof of military pay to finance to be eligible for military leave pay.

(D) An eligible employee may be granted military caregiver leave and military qualifying exigency leave consistent with the provisions of C.O. § 155.18, family and medical leave policy.

(Ord. No. 118-2009; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.12 JURY SERVICE.

(A) A full-time employee, while serving upon a jury in any court of record, shall be paid his regular salary for each workday during the time served. Jury duty fees paid to the employee by the court shall be returned to the city.

(B) The employee, upon notice of jury service, shall present such notice to his immediate supervisor. A copy of such notice shall be filed in the employee's personnel file.

(C) Jury service requiring less than four (4) hours of the employee's regular work day as verified by the time report, shall require the employee to report to his supervisor for completion of his/her regular work day with the city.

(Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.13 MISCELLANEOUS BENEFITS.

(A) The city shall provide an employee assistance program (EAP) or similar mental health or substance abuse counseling services as offered by the city's chosen insurance provider, to improve the quality of life of employees and their families and as a result increase productivity of employees. The program will confidentially deal primarily, but not exclusively, with alcoholism, emotional disturbances, familial or marital crises, drug dependencies, work stress and other miscellaneous problems.

(B) *Employee coverages:* The city shall provide health, life, accidental death and dismemberment and dental coverages for all full-time employees, all in accordance with the respective plans adopted by the city governing each such benefit.

(C) *Dependent insurance:* The city shall provide health and dental coverages for the eligible dependents of employees, as defined by the city's health and dental programs. The provision of such dependent coverage shall be at the option of the employee.

(D) *Premium costs:* The city and the employee shall pay the premium costs for employee and dependent insurance coverage as follows:

  (1) The city shall pay the premium cost minus the employee's contribution as set forth in subsections (2) and (3).

  (2) A non-bargaining unit employee shall pay the same amount of contribution paid by the bargaining unit employees.

  (3) The employee shall equally incur the cost of any increase in premium costs.

  (4) The year before implementation will serve as the base year for determining the city's premium cost and the employee's contribution of any premium increase.

(E) Senior executive class group term life insurance coverage has a death benefit of an amount equal to two (2) times the executive's base salary rounded to the nearest one thousand dollars ($1,000.00).

(F) Labor and Trades and CAPT plan employees' group term life insurance coverage has a death benefit of an amount of forty thousand dollars ($40,000.00).

(Ord. No. 79-2012; Ord. No. 71-2014, § 1, 12-8-2014; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.14 RETIREMENT.

As required under ORC 145.03, all city employees are required to participate in the Ohio Public Employees Retirement System (OPERS) or the Ohio Police and Fire Pension Fund (OP&F). As required under ORC 145.48, the city shall pay to the public employees retirement system an amount that shall be a certain percent of the earnable salary of all employees to be known as the "employer contribution" at the rate set by the applicable retirement board.

(Ord. No. 111-2008, 12-8-2008; Ord. No. 4-2011, 1-24-11; Ord. No. 6-2012, 2-13-12; Ord. No. 44-2012; Ord. No. 11-2014; Ord. No. 8-2017, § 1, 1-23-2017; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.15 SERVICE CREDIT COMPENSATION.

(A) Full-time employees shall receive service credit compensation based upon the number of years of continuous service with the City of Upper Arlington during that calendar year. Service credit compensation is paid the last pay date in November, regardless of when the employee's anniversary date falls.

For completion of five (5) years of full-time service, the compensation shall be a lump sum of [six] hundred dollars ($600.00), and shall increase by fifty dollars ($50.00) for each additional year of service up to a maximum of two thousand five hundred dollars ($2,500.00). Public safety senior executives are eligible for an additional fifty dollars ($50.00) per service year, starting in year six (6).

(B) An employee who retires from city service in good standing for any reason shall be paid 8.33% of their service credit compensation for each full month of service completed during that calendar year This payment will be made on their final paycheck.

(C) Reserved.

(D) Full-time employees shall receive service credit compensation when on short- or long-term disability.

(Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)

§ 155.16 MISCELLANEOUS COMPENSATION PROVISIONS.

(A) *Standby pay:* As designated by the **DEPARTMENT HEAD** ~~division superintendent~~, employees in the technical, labor and trades group plan **AND THEIR DIRECT SUPERVISORS** shall receive the same compensation for first-call duty responsibilities consistent with the same group of employees in the bargaining unit of the public service department.

(B) *Call out pay:* An employee who is called out will be guaranteed a minimum of three (3) hours when called to duty after normal working hours at a rate of compensation of time and one-half.

(C) *Severance pay—Senior executive class:* Severance pay for senior executives is to provide interim income for individuals who are involuntarily terminated due to no fault of their own. A senior executive would only be eligible if the individual is:

(1) Not retiring and not eligible for retirement;

(2) Not resigning voluntarily or of his own choice;

(3) Performing at or above a satisfactory level as indicated by performance appraisal evaluations;

(4) Complying with the personnel rules and personnel codified ordinances;

(5) Not leaving the city due to permanent disability; and

(6) Employed by the city at least three (3) years.

The severance pay will apply, but not be limited to, the following possible situations:

(1) Significant one (1) time or growing philosophical difference in administrative policy or practice with the city manager;

(2) Change in senior executive class position(s) initiated by a new city manager; or

(3) City council direction to the city manager to remove a senior class position incumbent.

The senior executive would be eligible to receive one (1) month of severance pay for each three (3) years of employment with the city up to a maximum of three (3) months of severance pay. Payment will be made in a lump sum at the time when final termination pay is rendered.

(D) *Service club—Senior executive class:* Service club memberships will be paid for by the city, subject to the city manager's approval, with an annual maximum of one thousand dollars ($1,000.00) per senior executive.

(E) *Administrative leave:* The city manager shall have the authority to approve paid or unpaid administrative leave where, in their judgement, such action would be in the best interest of the city. Absent exigent circumstances, the city manager must approve the paid administrative leave before it is granted. The following are examples of when administrative leave may be approved, but are not all-inclusive: during the course of an internal investigation, instances required by a collective bargaining unit agreement, when a fitness for duty evaluation is conducted before an individual may be released to return to work, weather emergencies, other approved employee activities or building closures. All administrative leave must be documented in the payroll system as such.

(F) *Daylight saving time pay:* An employee who is on the clock as part of their regular work schedule when daylight saving time begins at 2:00 a.m. in the spring will work one (1) hour less as a result of the clock jumping from 2:00 a.m. to 3:00 a.m. That employee will be eligible for one (1) hour of administrative leave to cover the hour less worked. An employee who is on the clock as part of their regular work schedule when daylight saving time ends at 2:00 a.m. in the fall will work an extra hour as a result of the clock winding back from 2:00 a.m. to 1:00 a.m. The employee will receive the one (1) hour of pay and any applicable overtime rules will apply.

(G) THE CITY MANAGER IS AUTHORIZED TO ESTABLISH A POLICY OFFERING FREE AND/OR DISCOUNTED MEMBERSHIP TO A CITY RECREATION FACILITY TO CLASSES OF EMPLOYEES AS A COMPONENT OF COMPENSATION.

(Ord. No. 118-2009; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022; Ord. No. 10-2024, § 1, 2-12-2024)

§ 155.17 RESERVED.

Ord. No. 62-2022, § 1(Exh. A), adopted Oct. 3, 2022, repealed § 155.17, which pertained to serious disease policy.

§ 155.18 RESERVED.

Ord. No. 62-2022, § 1(Exh. A), adopted Oct. 3, 2022, repealed § 155.18, which pertained to family and medical leave policy and derived from Ord. No. 118-2009; Ord. No. 115-2010, adopted Mar. 16, 2011; Ord. No. 6-

2012, adopted Feb. 13, 2012; Ord. No. 7-2013; Ord. No. 5-2017, adopted Feb. 13, 2017; Ord. No. 41-2018, adopted May 29, 2018.

§ 155.19 PARENTAL LEAVE.

(A) The City of Upper Arlington will provide up to four (4) weeks of paid parental leave to eligible employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption. The purpose of the parental leave is to enable the employee to care and bond with a newborn or newly adopted child. Employees covered under a collective bargaining agreement are eligible for parental leave as negotiated and detailed in their respective contracts. Eligible employees must meet the following criteria at the time of the birth or date of placement:

(1) Be a full-time non-bargaining unit employee with at least twelve (12) months of service;

(2) Worked at least one thousand two hundred fifty (1,250) hours worked in the past twelve (12) months;

(3) Be the biological parent of a newborn child or the legal guardian of and reside in the same household as a newly adopted child age seventeen (17) or younger.

The following limitations apply:

(i) Multiple births or adoptions (e.g. birth of twins or adoption of siblings) does not increase the total amount of paid parental leave granted for that event.

(ii) The adoption of a new spouse's child is not covered under this leave.

(iii) The city will provide parental leave for one (1) birth or adoption in a rolling twelve-month period, regardless of how many occur within that timeframe.

(B) Parental leave shall begin on the date of the birth of an employee's child or on the day on which custody is taken by the employee for adoption placement.

(C) Parental leave paid under this section shall not exceed four (4) continuous weeks immediately following the birth or adoption of a minor child. All employees granted parental leave shall receive up to four (4) weeks of leave equal to seventy percent (70%) of their base rate of pay.

(D) Employees receiving parental leave may utilize available sick leave, personal leave, vacation leave, or compensatory time balances in order to supplement the seventy percent (70%) of their base rate received during their parental leave period, in an amount sufficient to give them up to one hundred percent (100%) of their pay for the time on parental leave.

(1) Employees remain eligible to receive all employer-paid benefits and continue to accrue all other forms of paid leave as if they were in active pay status, regardless of whether they are receiving payment at seventy percent (70%) or supplementing to one-hundred percent (100%) of their regular rate of pay.

(2) Use of parental leave does not affect an employee's eligibility for other forms of paid leave and does not prohibit an employee from taking additional leave under the "Family and Medical Leave Act" except that parental leave shall be included in any leave time provided under that act.

(E) The city manager or designee shall be responsible for the administration of parental leave.

(Ord. No. 41-2018, § 3, 5-29-2018; Ord. No. 62-2022, § 1(Exh. A), 10-3-2022)