

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

November 20, 2017

7:00 PM

City Council

*Steve Donahue- President
Will Bennett-Vice President
Bob Clark
Bruce Jarvis
Bobbie Mershon
Mike Walker*

A. Call To Order

B. Pledge of Allegiance - **Bennett**

C. Roll Call

D. Approval of Minutes

[MIN-17-055](#) 11-6-17 Council Work Session Meeting Minutes

Attachments: [11-6-17 Council Work Session Meeting Minutes](#)

[MIN-17-056](#) 11-6-17 Council Meeting Minutes

Attachments: [11-6-17 Council Meeting Minutes](#)

E. Communications & Petitions

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

[RES-17-021](#) A RESOLUTION TO APPROVE THE TRADE IN OF A 2008 CHEVY EQUINOX

H. ORDINANCES

Third Reading

[ORD-17-047](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH COLUMBUS POOL MANAGEMENT, INC. FOR THE OPERATION OF THE SWIMMING POOL

Attachments: [Columbus Pool Management Proposal](#)

Sponsor: *Mershon*

[ORD-17-048](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION NECESSARY TO REPLACE GUARDRAIL END TREATMENTS

Sponsor: *Clark*

Second Reading

[ORD-17-049](#) AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, DURING FISCAL YEAR ENDING DECEMBER 31, 2018

Sponsor: *Jarvis*

[ORD-17-050](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH EMH&T, INC. FOR MUNICIPAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Attachments: [2018-2020 EMH&T Contract](#)

Sponsor: *Clark*

[ORD-17-051](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH BIRD & BULL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Attachments: [2018-2020 Bird&Bull Contract](#)

Sponsor: *Mershon*

[ORD-17-052](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH AMERICAN STRUCTUREPOINT, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 13, 2018 THROUGH JANUARY 13, 2019

Attachments: [American Stucturepoint Contract Amendment](#)

Sponsor: *Bennett*

[ORD-17-053](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

Attachments: [FrostBrownTodd Contract](#)**Sponsor:** Walker

[ORD-17-054](#) AN ORDINANCE TO AMEND THE CODE OF PERSONNEL PRACTICES

Attachments: [Personnel Handbook Updated 10.17](#)**Sponsor:** Jarvis

[ORD-17-055](#) AN ORDINANCE TO AMEND CHAPTER 1317 OF THE CODIFIED ORDINANCES OF THE CITY OF CANAL WINCHESTER TO ADOPT THE 2017 OHIO BUILDING CODE, OHIO MECHANICAL CODE, AND OHIO PLUMBING CODE INCLUDING ALL REFERENCED STANDARDS THEREIN

Sponsor: Walker

[ORD-17-056](#) AN ORDINANCE TO REPEAL ORDINANCE NO. 44-13 AND AMEND THE ADOPTED COMBINED DEVELOPMENT FEE SCHEDULE

Attachments: [Development Fees Memo](#)**Sponsor:** Mershon

[ORD-17-057](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT ONE PARCEL OF LAND FROM WINCHESTER RIDGE THREE LLC

Attachments: [Winchester Ridge Limited Warranty Deed](#)[Winchester Ridge ROW Description](#)[Winchester Ridge ROW Exhibit](#)**Sponsor:** Walker**First Reading**

[ORD-17-040](#) AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TAX INCREMENT FINANCING AGREEMENT WITH PROPERO CANAL WINCHESTER, LLC

Attachments: [Propero Canal Winchester TIF Agreement](#)

[ORD-17-058](#) AN ORDINANCE TO CREATE A TIF AREA PURSUANT TO SECTION 5709.40(B) OF THE OHIO REVISED CODE, DECLARE IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN THE TIF AREA TO BE A PUBLIC PURPOSE, EXEMPT FROM REAL PROPERTY TAXATION 100% OF THOSE IMPROVEMENTS, REQUIRE THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, PROVIDE FOR THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE CANAL WINCHESTER LOCAL SCHOOL DISTRICT, ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS, SPECIFY THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE WITHIN THE TIF AREA THAT DIRECTLY BENEFIT THOSE PARCELS, TO APPROVE AND AUTHORIZE THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT WITH RESPECT TO THE TIF AREA AND TO DECLARE AN EMERGENCY

Attachments: [Greengate TIF Exhibit](#)

[ORD-17-059](#) AN ORDINANCE TO AMEND ORDINANCE NO. 13-13, WHICH ESTABLISHED A TAX INCREMENT FINANCING AREA, TO SUBJECT SUCH TAX INCREMENT FINANCING AREA TO AN EXISTING CRA EXEMPTION AND TO DECLARE AN EMERGENCY

[ORD-17-060](#) AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING APPROXIMATELY 4.730 TRACT OF LAND FROM MULTI-FAMILY RESIDENTIAL (AR-1) TO GENERAL COMMERCIAL (GC), OWNED BY CROSSROADS CHRISTIAN LIFE CENTER, INC., LOCATED ON THE EAST SIDE OF GENDER ROAD NORTH OF THE RAILROAD TRACKS (PART OF PID 184-000865)

Attachments: [Crossroad Rezoning Legal Description](#)

I. REPORTS

Mayor's Report

[17-262](#)

Mayor's Report

Attachments: [Mayor's Report 11-6-17](#)

Fairfield County Sheriff

Law Director

Finance Director

[17-263](#)

Finance Director's Report

Attachments: [Finance Director's Project Update 11-20-17](#)

Public Service Director

[17-264](#)

Director of Public Service Project Update

Attachments: [Director of Public Service Project Update](#)

Development Director

J. COUNCIL REPORTS

Work Session/Council

Monday, December 4, 2017 at 6:00 p.m.

Work Session/Council

Monday, December 18, 2017 at 6:00 p.m.

CW Human Services Representation – Clark

Destination: Canal Winchester Representative – Mershon

Canal Winchester Industry and Commerce Corporation Representative – Clark

CWJRD - Bennett

Old/New Business

Adjourn to Executive Session

Adjournment

Canal Winchester

*Town Hall
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Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

November 6, 2017

6:00 PM

Council Work Session

Will Bennett-Chair

Bob Clark

Steve Donahue

Bruce Jarvis

Bobbie Mershon

Mike Walker

Call To Order

Bennett called the meeting to order at 6:02 pm

Roll Call

Yes: 6- Bennett, Clark, Donahue, Jarvis, Mershon, Walker

Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Bill Sims

Request for Council Action[ORD-17-049](#)

AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, DURING FISCAL YEAR ENDING DECEMBER 31, 2018

Bennet: to clarify, one officer we are adding 40 hours per week; two more bodies that serve as one more full-time 7 days a week; we need 3 on 2nd shift every day; if we do not have room in the budget this year and we want spot speed enforcement for special duty; put 80 – 100 thousand dollars aside in a special fund; it may take up to 2 days to get special duty officers; Discussion ensued on specific times and areas that need more officer coverage that would have to be discussed with Sergeant Cassel; Mershon/Jarvis: Regardless of special duty or permanent hire there is not a lot of wiggle room in the budget; Plan A is still Madison township; staff recommendations for plan B and where the money can come from would be appreciated; or consider a small cut across the board to make room in the budget; plan B must be ready before this goes to 3rd reading.

A motion was made by Jarvis, seconded by Walker that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6 – Jarvis, Walker, Bennett, Clark, Donahue, Mershon

[ORD-17-050](#)

AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A

CONTRACT WITH EMH&T, INC. FOR MUNICIPAL
ENGINEERING SERVICES FOR THE PERIOD FROM
JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Attachments: [2018-2020 EMH&T Contract](#)

Sims: The renewal for EMH&T contract is for 3 years, 2018-2020; possible amendment to it as it goes through the reading on the rate schedule; the one that is included is the 2017-2018 rates; a schedule has been updated for the next few years with specific dollar amounts; there is a slight decrease for 2018; it will bump up again in 2019 and 2020 with the same rate for those two years; schedule will be brought to the 2nd reading; high points with this and the Bird & Bull contract as well, we're trying to develop an engineering agreement that is consistent between vendors so that we do not have different companies doing similar work; this form is also utilized in other cities, establishes base costs and prices and do project specific after that; EMH&T provides our basic essential engineering; Shane is the city engineer and as such he has some meeting responsibilities and basic services; Jarvis: is pretty much anything covered between these two firms that we would need covered; Sims: yes they cover a wide array of things;

Jarvis: between these two firms pretty much anything we do engineering wise is covered;

Sims: yes, EMH&T has worked with us for a long time and has a lot of experience with general municipal engineering and has broad understanding of things a city encounters and funding sources; EMH&T handles all of our transportation work and they have taken care of the larger capital improvement projects, mainly ones that have outside funding sources like state safety find grant projects or OPWC projects; Bird & Bull is more geared toward our treatment processes; things associated with the water plant, water processing and distribution, and waste water processing and distribution;

Jarvis: does it work similar to a legal contract with a retainer portion;

Sims: It is similar; time and materials not flat rate; we identify certain services and set a budget based on hours anticipated and that is what they are initially working toward with basic services; for Bird & Bull it is primarily general municipal engineering and meetings and consulting; technical review work mostly; other projects can be added by proposal;

Jarvis: it's time and materials; not a flat rate;

Sims: we identify the hours necessary in those projects and then utilized the fee schedule for the hourly rates.

A motion was made by Clark, seconded by Mershon that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6- Clark, Mershon, Bennett, Donahue, Jarvis, Walker

[ORD-17-051](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH BIRD & BULL, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Attachments: [2018-2020 Bird&Bull Contract](#)

A motion was made by Mershon, seconded by Donahue that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6- Mershon, Donahue, Bennett, Clark, Jarvis, Walker

[ORD-17-052](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH AMERICAN STRUCTUREPOINT, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 13, 2018 THROUGH JANUARY 13, 2019

Attachments: [American Structurepoint Contract Amendment](#)

Sims: Another engineering firm primarily for construction inspection for

capital improvement and private; Extension of our current contract with American Structure Point; we will continue to utilize them with all of our private work; we brought them on in 2015 and they are well acclimated; it is a good working partnership for us; essentially they provide my staff for that particular work; one increase for fee schedule for the basic inspector; inspector from 65 – 68 dollars an hour; one year contract;

Bennett; would we ever consider doing this in house instead of outsourcing;

Sims: we have always identified that potential when we are looking at staffing needs; it is seasonal so it makes it tough; it is difficult to keep someone busy all year long; We have somewhat done this with Jake Kemmerer but he also handles several other things in the city; this also allows us to not over stretch ourselves; using consultants makes a lot of sense.

A motion was made by Bennett, seconded by Mershon that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6- Bennett, Mershon, Donahue, Clark, Jarvis, Walker

[ORD-17-053](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

Attachments: **[FrostBrownTodd Contract](#)**

A motion was made by Walker, seconded by Mershon that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6- Walker, Mershon, Bennett, Donahue, Clark, Jarvis

[ORD-17-054](#) AN ORDINANCE TO AMEND THE CODE OF PERSONNEL PRACTICES

Attachments: **[Personnel Handbook Updated 10.17](#)**

Peoples: procedural in manner and no budget impact.

A motion was made by Jarvis, seconded by Mershon that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6- Jarvis, Mershon, Bennett, Donahue, Clark, Walker

[ORD-17-055](#)

AN ORDINANCE TO AMEND CHAPTER 1317 OF THE CODIFIED ORDINANCES OF THE CITY OF CANAL WINCHESTER TO ADOPT THE 2017 OHIO BUILDING CODE, OHIO MECHANICAL CODE, AND OHIO PLUMBING CODE INCLUDING ALL REFERENCED STANDARDS THEREIN

Haire: this typically happens every 6 years; last time this happened was 2011; we update to the most recent and up to date codes; we do this to stay good with the state of Ohio.

A motion was made by Walker, seconded by Clark that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6- Walker, Clark, Mershon, Bennett, Donahue, Jarvis

[ORD-17-056](#)

AN ORDINANCE TO REPEAL ORDINANCE NO. 44-13 AND AMEND THE ADOPTED COMBINED DEVELOPMENT FEE SCHEDULE

Attachments: [Development Fees Memo](#)

Haire: We are looking at fees and comparing with other places; our fees generally for commercial buildings mirror the state of Ohio increase; there are also a few minor increases; there are requirements to advertise in the newspaper (for legal notices); this increase will keep us where we break even; proposing park fee increase for residential units; has been \$750 since 2009, increase \$1000 per unit; this will add additional capital for the parks; this will hopefully fund some of those necessary improvements;

Bennett: This money typically goes in the general fund but can we earmark this to use for additional needs/improvements for our parks;

should we set up a fund for that or set it aside specifically to spend in the park system;

Haire: we currently do not have a fund for that; that is the finance director's area; we do have money budgeted for our parks for next year;

Jarvis: Is it possible to index this ordinance fees to the state's rates so we do not have to repeal and replace; they can just automatically change when the state's change;

Haire: It's good practice for us to do this every 3 – 4 years.

A motion was made by Mershon, seconded by Donahue that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6- Mershon, Donahue, Bennett, Clark, Jarvis, Walker

[ORD-17-057](#)

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT ONE PARCEL OF LAND FROM WINCHESTER RIDGE THREE LLC

Attachments: [Winchester Ridge Limited Warranty Deed](#)
[Winchester Ridge ROW Description](#)
[Winchester Ridge ROW Exhibit](#)

Haire: Earlier this year council reviewed the Winchester Ridge phase Three development plan; new section of apartments on Busey Rd on a 20 acre tract; as part of their approval they were required to Dedicate additional rite of way along Busey Rd; this allows us to accept the right of way at .775 acres;

A motion was made by Walker, seconded by Jarvis that this Ordinance be recommended to council. The motion carried by the following vote:

Yes: 6- Walker, Jarvis, Mershon, Donahue, Bennett, Clark

Reports

Lucas Haire- 2800 square foot building next to Walgreens on Winchester Blvd; the tenant is Kay Jewelers; this will go before planning and zoning next

Monday; A new 7000 square foot multi-tenant office building on Winchester Blvd next to Primrose; at least 2 tenants possibly 3 in building on primrose; it will go before planning and zoning next Monday; Ground breaking for the Dog House Hotel owned by Brew Dog Wednesday at 2 pm; it will be a unique ground breaking using pyrotechnics and blow a hole in the ground; 60 Elm St purchased in October; it is being rehabbed and offered for lease; 3 tenants already going in, 30 thousand square feet still available; we completed the sale of 20.1 acres to Nifco in Canal Point last Monday.

Matt Peoples - studies done on Thrush and Groveport discussed with Sergeant Cassel; healthcare open enrollment last week; please get with Nancy; forms are due on the 17th of November; Groveport Rd shut down for high water by the county today

Items for Discussion

Bennett: updating fees and rate for 2018; what is the cost of the citations for speeding; Donahue: Can we extend the 25mph further out since Canal Cove is being extended; 25mph further out to the covered bridge ; 25 mph to Cemetery Rd on Waterloo; Mershon: agrees that 35 mph is too fast; 25 all the way to Gender; Peoples: There are laws that dictate the speed limits; Cemetery rd. would be okay; Peoples will review the manual and work with the sheriff's department on it; Council agrees to write an ordinance to extend the speed limit of 25 mph further in these areas; Bennett: Lighting off the back side of the covered bridge; grants for pedestrian pathways; explore this; Donahue; In front of the park on Dietz is dark as well; no pedestrian crossing to get across Dietz for bike path; Peoples: there is but it isn't striped; typically we only do crosswalks on federal aid roads; Bennett; consider it a main thoroughfare for Ashbrook; Discuss in further detail; Is there a time we would need to consider the lighting on Pfeifer because it is a main road for that subdivision; When do you decide when we need to add lighting to a street; Peoples: a lighting engineer would need to come out; It is residential other than down by the school; Council is concerned that it is very dark on that path; Donahue: Take into consideration the trees blocking out the lights as well; East Columbus street as well; Peoples: Street light request policy has been done; Walker: Did you look at the asphalt on Dietz: Peoples: meeting with engineer tomorrow; Mershon: traffic at Washington and Waterloo needs to be looked at; will Gender Road phase 4wil not affect the Peoples; study done in 2016 and implemented the results of that for 2017; signage at that

intersection started this year; Mershon; there is a significant increase in traffic at that spot.

Old/New Business

Adjournment

A motion was made by Jarvis, seconded by Walker, that this meeting be adjourned. The motion carried by the following vote:

Yes: 6 – Jarvis, Walker, Bennett, Clark, Donahue, Mershon

Meeting adjourned at 7:07 pm

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Minutes - DRAFT

November 6, 2017

7:00 PM

City Council

*Steve Donahue- President
Will Bennett-Vice President
Bob Clark
Bruce Jarvis
Bobbie Mershon
Mike Walker*

A. Call To Order

Bennett called the meeting to order at 7:09 pm

B. Pledge of Allegiance - **Bennett**C. Roll Call

Yes: 6 – Bennett, Clark, Donahue, Jarvis, Mershon, Walker

Not Present: 0

D. Approval of Minutes

[MIN-17-052](#) 10-16-17 Council Work Session Meeting Minutes

Attachments: [10-16-17 Council Work Session Meeting Minutes](#)

[MIN-17-053](#) 10-16-17 Council Meeting Minutes

Attachments: [10-16-17 Council Meeting Minutes](#)

[MIN-17-054](#) 10-30-17 Committee of the Whole Meeting Minutes

Attachments: [10-30-17 Committee of the Whole Meeting Minutes](#)

A motion was made by Clark, seconded by Bennett that these Minutes be approved. The motion carried by the following vote:

Yes: 6 - Clark, Bennett, Donahue, Jarvis, Mershon, Walker

E. Communications &

[17-259](#) Drug Take Back Thank You

Received and filed.

F. Public Comments - Five Minute Limit Per Person

Phillip Arida - 6461 Tallman Ct Canal Winchester; I'd like to initially thank Mr. Haire for working with me on some of my concerns about the Macintosh facility that's across from our properties; Mr. Haire did acknowledge that the lighting was not what was in the original diagrams; it's very concerning that the lighting from the new facility is definitely shining directly in our back yards; I guess the lights are up higher and they are on twenty four seven as well; It's definitely a problem; we are

in the back yard a lot; it shines in the bedrooms and in the back yards; I haven't solicited support from my neighbors but I'm sure they all have concerns especially with the with the leaves coming down as well; it's my understanding that they are going to get with the contractor to see if the lights are actually causing light pollution; they might even ask council to approve the existing lighting; I feel it's inappropriate; we came to the meetings initially and were opposed to the property; the city and the developer really worked together; it's a nice facility; the lighting is really concerning at this point; I just wanted to express my concerns; I will continue to email Mr. Haire and see how things progress

Donahue: I have a light right in front of my house and they have something on one side of the light and I have no light on my house but it lights up everywhere else;

Haire: It's one of the challenges of working with LED lights; they are so much brighter but use so much less energy; in this vicinity there are a number of surrounding property owners who have complained about the intensity of the light; they have done a new study that shows it does cross the property lines; we are working with them to resolve this and possibly get new fixtures

Dennis Graul - East Mound St Canal Winchester; I want to discuss briefly with you an issue I have, along with my neighbor that couldn't be, here about the water runoff that we're having problems with on our property; It appears to be for two reasons; this was brought to your attention about two to three months ago by my neighbor who lives at 25 East Mound; When they repaved the businesses to the west of our property in the alley; our property backs up to the field that just received all the top soil; with the asphalt that was done, what we've seen since that was done there is no place for water runoff; the water is running due east down the alley and ends up in our back yards; mainly because we are the low point, especially my neighbors back yard; he is having some problems now with his big red barn in the back with water seeping in when we have these rain storms; granted, it was a pretty heavy rain storm but we're having problems during normal rainfall; I can tell you that in the five years that I've been here the last year we've seen a substantial amount of water, a foot high in his back yard on my property line which, interestingly enough, goes right over top the storm sewer line; it runs between our properties; I brought it to his attention because in cutting the grass

over the last couple years I've also noticed that this particular area has sunk considerably; once I brought it to his attention he seemed to agree; the storm sewer in front of our homes does not seem to take care of the water; even in fairly decent storms; some of the bigger ones it does have problems with; my concern is every rain, his basement, my basement, the gentleman across the street, his basement, I don't know if it's a problem along this line that we're getting problems with the storm sewer; maybe our sump pumps are backing because of the problem with the storm sewer line; so with these problems, today when I left for work this morning at approximately 6:00 a.m., granted again it was a heavy storm overnight but the field itself where the top soil was brought in had a terrain change so to speak, we were receiving water over the alley, I have pictures, coming from the field, over the alley and into my neighbor's yard as well as coming from the businesses up the alley there to the west; I'd just appreciate if there is something that can be done or looked at about this; I think both projects were approved by the city here, as far as the asphalt goes, with really no consideration as to where the water was going to go once that dirt was paved over; I'd be more than happy to forward the photos from today that I took if that helps in any way.

G. RESOLUTIONS - **NONE**

H. ORDINANCES

Third Reading

[ORD-17-045](#)

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH CANAL WINCHESTER HUMAN SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

Attachments: [CW Human Services Contract](#)

Sponsor: Clark

A motion was made by Clark, seconded by Mershon, that this Ordinance be adopted. The motion carried by the following vote:

Yes: 6- Clark, Mershon, Bennett, Donahue, Jarvis, Walker

[ORD-17-046](#) AN ORDINANCE TO AMEND THE CONTRACT WITH THE FAIRFIELD COUNTY SHERIFF FOR POLICE PROTECTION

Attachments: [Fairfield County Sheriff Contract Amendment](#)

Sponsor: *Mershon*

A motion was made by Mershon, seconded by Walker that this Ordinance be adopted. The motion carried by the following vote:

Yes: 6- Mershon, Walker, Bennett, Clark, Donahue, Jarvis

Second Reading

[ORD-17-047](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH COLUMBUS POOL MANAGEMENT, INC. FOR THE OPERATION OF THE SWIMMING POOL

Attachments: [Columbus Pool Management Proposal](#)

Sponsor: *Mershon*

Read for second reading.

[ORD-17-048](#) AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION NECESSARY TO REPLACE GUARDRAIL END TREATMENTS

Sponsor: *Clark*

Read for second reading.

First Reading

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Attachments: [Winchester Ridge Limited Warranty Deed](#)

[Winchester Ridge ROW Description](#)

[Winchester Ridge ROW Exhibit](#)

Read for first reading.

I. REPORTS

Mayor's Report

[17-254](#) Mayor's Report

Attachments: [Mayor's Report 11-6-17](#)

Mayor: Loose Rail meeting on October 27, 2017; six neighborhood representatives and representatives for Loose Rail were present; the meeting lasted approximately an hour and a half; A possible resolution has been met on the issues they were having; they are working on it right now and time will show if it will work for everyone; Veteran's Breakfast this Saturday, November 11, 2017; Drug take back stats; 65.8 pounds of unwanted and unused prescription drugs were taken back; for the year that puts the number at 191.8 pounds; converted to pills that's about 92,000 pill we took in.

[17-260](#)

Mayor's Report

Attachments: [October 2017 Mayors Court Report](#)

A motion was made by Bennett, seconded by Jarvis, that this Mayor's Court Report be accepted. The motion carried by the following vote:

Yes: 6- Bennett, Jarvis, Clark, Donahue, Mershon, Walker

Fairfield County SheriffLaw Director

Hollins: Request for executive session following the regular meeting for purposes of land sale and acquisition; the Mayor has been attending some of the Central Ohio Mayor and Manager Meetings; Canal Winchester along with 100-150 other municipalities in the state of Ohio will be participating in a municipal coalition where we will be filing suit on behalf of these other municipalities with respect to something that was sparked by the centralized collection of our net profits tax without our consent; it's challenging on a constitutional basis the ability to dictate to us our entire income tax code; as you recall, this goes back two years ago when they forced us all to comprehensively change or entire income tax code; we went ahead and complied with that two years ago; of things continued on this path we all vowed to sort some things out with general assembly; first thing we will do is try to get the court to join the new legislation, simply because they dictated to us that we have to adopt something by January 31st; but once more we are threatened with completely losing our income tax authority

Finance Director[17-255](#)

Finance Director's Report

Attachments: [Finance Director's Project Update 11-6-17](#)
[October 2017 Financial Statements](#)

Mayor: If you have any questions please give Amanda Jackson a call or email her.

Public Service Director[17-256](#)

Director of Public Service Project Update

Donahue: Clarifying that the marijuana growing plant that was on the news was not in Canal Winchester; it was down off Coonpath Rd; wish all the people that are running for council the best of luck.

Adjourn to Executive Session

Adjournment

A motion was made by Bennett, seconded by Clark, that this meeting be adjourned. The motion carried by the following vote:

Yes: 7- Bennett, Clark, Donahue, Jarvis, Mershon, Walker

Meeting Adjourned at 7:45pm

RESOLUTION NO. 17-021

A RESOLUTION TO APPROVE THE TRADE-IN OF A 2008 CHEVY EQUINOX

WHEREAS, the city owns a 2008 Chevy Equinox and desires to trade in the vehicle on a new vehicle as part of a proposal from Jeff Wyler Chevrolet; and,

WHEREAS, Ordinance 40-11 requires Council authorization for all motor vehicle trade-ins; and,

WHEREAS, based on the recommendation of the Director of Public Service it is in the best interest of the City of Canal Winchester to trade-in the Chevy Equinox.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the trade-in of the 2008 Chevy Equinox is hereby authorized.

Section 2. That this resolution shall take effect and be in full force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 17-047

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A
CONTRACT WITH COLUMBUS POOL MANAGEMENT, INC. FOR THE
OPERATION OF THE SWIMMING POOL**

WHEREAS, Based on the recommendation of the Director of Public Service, the Council of the City of Canal Winchester hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with Columbus Pool Management, Inc. for the operation of the swimming pool; and,

WHEREAS, Columbus Pool Management, Inc. will provide professional pool management services, including staffing and operation and maintenance of the swimming pool.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor and Finance Director be and hereby are authorized to enter into a contract on behalf of the City of Canal Winchester with Columbus Pool Management, Inc. as similarly attached in Exhibit A and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

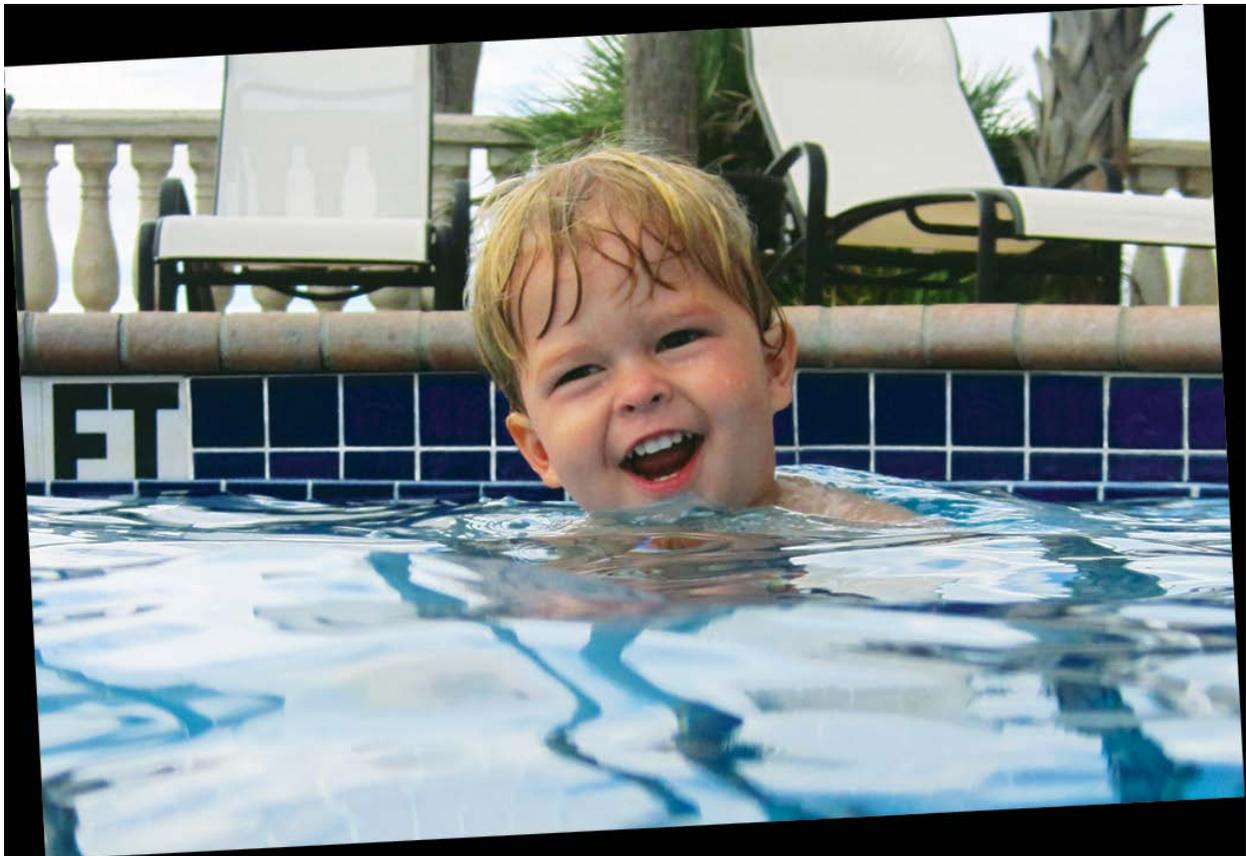
I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

Swimming Pool Management Proposal

For

City of Canal Winchester Swimming Pool



**We make your pool
safer**



We lower your risk



**We're there when you
need us**



October 2, 2017

City of Canal Winchester
c/o of Mr. Matt Peoples
180 Groveport Road
Canal Winchester, OH 43110

Dear Mr. Peoples:

We're quickly closing in on the end of another successful swim season! Right now, we're busy with end of the summer staffing, as so many lifeguards are going back to school. Then, it won't be long before we'll be winterizing your pool and backing it up with our No Freeze Damage Guarantee.

After we close up your pool we will be meeting with our colleagues at The Pool Management Group's Safety & Operations Symposium to make improvements for 2018.

2018 Wages. As you may be aware, wages are up across the country and continue to rise in our area. This has a significant impact on our industry's pay scale. In order to continue attracting high quality candidates and appropriately staff your pool, it is necessary to increase wages for next year. Your price for 2018, 2019 and 2020 include these wage increases.

Additional Week in 2020. Normally, there are 101 days in the summer season from Memorial Day Weekend through Labor Day. The year 2020 has 108 days in the summer season from Memorial Day Weekend through Labor Day. The price for 2020 will reflect the additional 7 days.

2017 Contract. Your current 3-year contract expires on September 30, 2017. I have enclosed copy of the 2017 - 2020 contract with a price of \$ 128,262 for 2018. To maintain continuity of service and lock in pricing, please execute the contract, send us one copy by October 1.

We look forward to providing you with another worry-free season in 2018. As always, I'm happy to review your service needs, contract questions, and address how we may better serve you.

Sincerely,

Fred Inter

Fred Inter
President

SWIMMING POOL MANAGEMENT AGREEMENT

This Agreement, between Columbus Pool Management, Inc. (the “Company”) and **City of Canal Winchester Swimming Pool** (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pool located at 180 Groveport Road, Canal Winchester, OH 43110 in accordance with the specifications, conditions, and terms set forth herein and in Appendices attached to this Agreement.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective on January 1, 2018, for the 2018 Pool Year extending from January 1, 2018, through December 31, 2020.

2. **PROPOSAL EXPIRATION OPTION.** This contract is voidable at the Company’s option if not executed by the Customer and returned to the Company by January 1, 2018.

About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with Columbus Pool Management’s local expertise.

As a result, we are able to provide high levels of quality, safety and risk management services.

3. **PERSONNEL.** Company will provide pool staff, including certified lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that exceed the industry norm.

**Please see Exhibit B for more details on personnel.*

4. **INSURANCE/LIABILITY.** The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is adequate and not an extravagance, as swimming pool pose substantial risk.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see and initial Exhibit C for more information on the liability insurance.*

5. **VALUE ADDED SERVICES.** Service components well beyond the standard pool management services are provided as part of this Agreement.

Value Added Services	Description
Advanced Lifeguard Training	Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more.
On-line Lifeguard Training	Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material.
Summer Safety Campaign	Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning.
Body on the Bottom Testing	Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater.
National Safety Advisors	Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remains at high levels.
National Back Up Team	In the event of a need, Columbus Pool Management will utilize the management or technician back up personnel available through The Pool Management Group. From President to critical technicians, our team is backed up in the event of injury or other emergency.
National Parts Sourcing	When local parts distributors do not carry a part needed to keep your pool up and running, Columbus Pool Management will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly.
Up to Date Information	Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information.
Risk Management	Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage.

6. **EXHIBITS.** The attached exhibits, which are material to and included as part of this Agreement, detail the following:

Exhibit A - DATES AND HOURS OF OPERATION, STAFFING, AND SWIM LESSONS

Exhibit B – PERSONNEL

Exhibit C – INSURANCE AND LIABILITY

Exhibit D - OPERATIONAL PARAMETERS

Exhibit E - POOL MAINTENANCE AND REPAIRS

Exhibit F – OFF-SEASON SERVICE

Exhibit G – CUSTOMER CONTACT INFORMATION

Exhibit H – TERMS AND CONDITIONS

Exhibit I – PAYMENT SCHEDULE

7. **FEE.** The Company hereby proposes to perform the work and services set forth in this document including all exhibits for the price options below upon the specifications, conditions and terms as set forth herein. Please initial the option you would like to purchase.

	PRICE	INITIAL
Year 1:	\$128,262	_____
Year 2:	\$130,225	_____
*Year 3:	\$135,155	_____

***Please note that year 3 has 108 days of operation, while the other two years have 101 days.**

8. **ACCEPTANCE.** Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

Columbus Pool Management, Inc.

By: Frederick J. Inter
President

City of Canal Winchester Swimming Pool

By: _____
Title: _____

Attest: _____
Title: _____

Date: _____

Exhibit A

Dates and Hours of Operation, Staffing, and Swim Lessons

Dates of Operation

The pool will be open on the following days, but are subject to change based on approval by Company and Client:

Friday, May 25th through Sunday, September 2, 2018

Hours of Operation

The pool to be open during the following hours:

May 25, 2018 through September 2, 2018

Saturday	12:00 pm to 8:00 pm
Sunday	12:00 pm to 8:00 pm
Monday	12:00 pm to 8:00 pm
Tuesday	12:00 pm to 8:00 pm
Wednesday	12:00 pm to 8:00 pm
Thursday	12:00 pm to 8:00 pm
Friday	12:00 pm to 8:00 pm

- *On Sunday Nights pool will close at 6:00pm if there is a private party scheduled, and lifeguards will be scheduled accordingly.*

Staffing

May 25 through September 2

- One (1) Manager or Assistant Manager will be on duty during all hours of operation specified in this Agreement. The Manager will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager, when functioning as the Manager, will not be assigned duties as a lifeguard unless unusual circumstances present themselves. The Assistant Manager will be assigned as a lifeguard only during the times of operation when the Manager is on duty.
- Four (4) Lifeguards will be provided from open to close daily; and one (1) additional Lifeguard will be provided for a four (4) hour period during all non-school days.

Company Initials: FI; Customer Initials: _____

- One (1) Lifeguard will be provided from 10:00 a.m. to 12:00 p.m. on days when swimming lessons are scheduled.
- One (1) Lifeguard will be provided from 8:30 a.m. to 11:45 a.m. on days when swim practice takes place.
- One (1) Gate Attendant will be provided from 12:00 p.m. to 8:00 p.m. daily.
- Two (2) Concession Attendants will be provided from 12:00 p.m. until 6:00 p.m.; and
- One (1) Concession Attendant will be provided from 6:00 p.m. to 7:00 p.m.

School Days: On days when school is in session the pool will be closed to the public Monday Through Thursday, and will only be opened Friday night, Saturday, and Sunday.

Fridays when school is in session pool hours will be 4:00 pm to 8:00 pm.

Pool will not open on Friday nights when there is a home High School Football game. Adjustments to schedule will occur in the Spring when the High School Football schedule is finalized, and an addendum for this contract will be created.

Pool could open as early as the Friday evening prior to Memorial Day, and close the Sunday prior to Labor Day, and is subject to change based on approval by both the Company and Client.

Customer agrees to indemnify and hold Company harmless to the extent permitted by law for any claims arising from the use of the pool(s) other than during those times specified above, except when such claims are related to the acts of omission or negligence of the Company.

On days when attendance at the pool is low, Company may reduce the number of staff on duty to as few as two.

SAFETY BREAK. Once every hour the pool will be cleared for a period of fifteen minutes. During this break, lifeguards will not be on duty, the pool will be closed, and neither the lifeguards nor the Company shall be responsible for people using the pool during said break. There will be no break the last hour of operation.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative and local law enforcement immediately upon discovery. Company will collect information and file a report of vandalism on site and with Customer's designated representative.

Company Initials: FI; Customer Initials: _____

SUPERVISION. Company management personnel will inspect the pool at least twice each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction. Company management personnel will make themselves readily available to the Franklin County Board of Health and/or any other entity needing access to the aquatic facility for inspection.

RAIN DAYS. On rainy days, if the weather is still unsuitable for swimming at 6:00 PM, the pool will be closed for the day. Company shall have the right to close the pool early, with prior consent of the Property Manager, in the event of severe weather.

ADDITIONAL LIFEGUARDS. Parties and additional staffing are included in this agreement.

- Parties will be held on Friday, Saturday, and Sunday nights.
- Parties will not be held during the first week of the season.

Exhibit B
Personnel

1. **PERSONNEL.** All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.

(a) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.

(b) The Company agrees to pay the following for Company's employees, including all lifeguards:

Wages
Income tax withholdings
Social Security withholdings
State unemployment insurance
Federal unemployment insurance
Workmen's Compensation insurance

(c) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within ***24 hours***.

(d) All lifeguards employed by the Company shall have American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR.

(e) Managers and Lifeguards shall have the authority to discipline swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons.

(f) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel. Company management personnel will visit the pool at least twice each week to check performance of lifeguards.

Company Initials: FI; Customer Initials: _____

(g) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:

- (1) Lifeguarding main pools.
- (2) Checking water chemistry and recording readings every two (2) hours.
- (3) Maintaining chemical balance of pool water.
- (4) Vacuuming pool as needed.
- (5) Cleaning tiles around pool edge.
- (6) Backwashing filter system.
- (7) Checking and recording filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
- (8) Checking bathhouse hourly and pick up as needed.
- (9) Cleaning and disinfecting swimming pool area.
- (10) Emptying trash.
- (11) Straightening deck furniture.
- (12) Replenishing janitorial supplies in the bathhouse.
- (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
- (14) Assisting Customer in collecting guest fees and monitoring membership.

Company Initials: FI; Customer Initials: _____

Exhibit C
Insurance and Liability

1. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- 1.) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000.00**.
- 2.) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold **City of Canal Winchester Swimming Pool**, its elected and appointed officials, employees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal, nor for the acts of "Good Samaritan" by any employees of Company. The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement. Further, the Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

1. Premises liability insurance.
2. Comprehensive general liability insurance in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

2. **COMPANY'S INDEPENDENT CONTRACTOR STATUS**. Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this

Company Initials: FI; Customer Initials: _____

agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint ventures or partners of Customer.

Company Initials: FI; Customer Initials: _____

Exhibit D
Operational Parameters

1. **ACCESS AND UTILITIES.** The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (1) Water.
- (2) Electricity.
- (3) 110 volt electrical outlet in pump room.
- (4) Garbage pick-up service.
- (5) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (6) Telephone.
- (7) A secure and cooperative working environment at Customer's pool.

2. **TELEPHONE.** Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

3. **OPENING.** Company agrees to make pool "ready to swim" by completing the following services, where applicable:

- (a) Start up equipment
- (b) Order, store, and inject all necessary chemicals to establish proper levels for:
free chlorine
total alkalinity
pH
calcium hardness
cyanuric acid
- (c) Vacuum pool.
- (d) Clean pool enclosure area.
- (e) Inspect chemical feeders.
- (f) Inspect all filtration equipment.
- (g) Inspect flow meters, pressure gauges, and valves.
- (h) Mount diving boards, guard chairs, and ladders.
- (i) Remove pool furniture from storage, clean, set out around pool area.
- (j) Thoroughly clean bathhouse.

Company Initials: FI; Customer Initials: _____

- (k) Inspect and re-supply water testing supplies.
- (l) Inspect underwater lights.
- (m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- (n) Remove, clean, and store Customer's pool cover at Customer's pool.
- (o) Drain and clean pool, if applicable.

PRE-SEASON STAFF MEETING WITH STAFF. Company's designated Pool Manager shall request a meeting with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. Customer agrees pool will be clean and free of algae on the date of signing. If pool is not free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Customer will obtain Swimming Pool Operation Permit from the Delaware County Health Department.

The Company shall:

- (1.) Clean and chemically balance pool to health department standards.
- (2.) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

- (1.) Completing the Operating Permit Application and return it to the Health Department with the Permit Fee.
- (2.) Complying with all health department regulations.

4. **POOL OPERATION.** Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, as specified by Customer, and agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool.

Company Initials: FI; Customer Initials: _____

5. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

6. **CLOSING.** The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Exhibit A and Company will close the pool as soon after that date as Company deems possible. The Company will complete the following services, where applicable:

- (a) Pump pool water to correct level.
- (b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. Company will repair any freeze damage at Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.
- (c) Add anti-freeze to appropriate fixtures.
- (d) Drain pumps and hair/lint strainer.
- (e) Backwash and drain filter tanks.
- (f) Open all valves to appropriate settings.
- (g) Remove and store skimmer parts.
- (h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.
- (i) Clean chemical feeders.
- (j) Drain and store hoses.
- (k) Lubricate filter system valves.
- (l) Add winterization chemicals to pool.
- (m) Install Customer's cover, if applicable.
- (n) Store pool furniture at Customer's pool.
- (o) Clean and winterize fountain.
- (p) Clear all decks.
- (q) Potable water
- (r) Diving boards removed and stored.
- (s) Remove and store all ladders and handrails.

Company Initials: FI; Customer Initials: _____

Exhibit E

Pool Maintenance and Repairs

1. **POOL CHEMICALS.** Company agrees to supply, at its expense:

- (a) Chlorine
- (b) pH control chemicals
- (c) Sodium bicarbonate
- (d) Calcium chloride

for pool water that is safe, clean and helps prevent deterioration of Customer's pool surface.

2. **WATER QUALITY.** Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the American Public Health Association and the local health department while pool is open to swimmers:

Free Chlorine	1.0 to 3.0 PPM
pH	7.2 to 7.8
Total Alkalinity	80 to 120 PPM
Calcium Hardness	200 to 300 PPM
Chlorine Stabilizer	less than 70 PPM

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

Company Initials: FI; Customer Initials: _____

3. **REPAIR WORK.** The Company shall stand ready to perform any repair work needed during the term of this Agreement; however, Customer shall have the option of using another contractor for repair work.

Work will be billed as follows:

(a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.

(b) All repair work, supplies and/or equipment must be approved through a purchase order by the City of Canal Winchester's representative.

4. **SUPPLIES.** Company agrees to supply, at its expense:and/

(a) Chlorine, pH control chemicals, sodium bicarbonate, to balance Total Alkalinity, calcium chloride to balance Calcium Hardness, and water chemistry test kit reagents, for safe and clean pool water throughout the pool opening period of this agreement.

(b) The following pool supplies:

Correct size trash can liners for the pool area and bathrooms
Glass cleaner
First aid kit supplies and refills
Restroom supplies and stock

(c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses	Mops
Pool vacuum heads	Brooms
Pool poles	Dust pan
Pool vacuum hoses	Brushes
Leaf eater	Buckets
Rescue tubes	Sponges
Ring buoys	Pool brushes
Life hooks	Leaf skimmers
Pool rules signs	Algaecides
Trash receptacles	Algae brushes
Water test kit	Lifeguard stand(s)
Blood Borne Pathogens Kit	Umbrella for each lifeguard station
Light bulbs	Back board with three straps
Safety goggles	Head immobilizers for use with Back board
Chemical resistant gloves	

Company Initials: FI; Customer Initials: _____

Clock
Pool Cover Anchors
Winterizing Antifreeze

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

(d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within ten (10) days after invoicing by Company.

Company Initials: FI; Customer Initials: _____

Exhibit F
Off Season Service

1. **OFF-SEASON SERVICE.** Off-Season Service is not part of this agreement. Off-Season Service is available at the request of the Customer for an additional charge.

Company Initials: FI; Customer Initials: _____

Exhibit G
Customer Contact Information

PRIMARY CONTACT:

Name _____
Title or Position: _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

BOARD PRESIDENT/REPRESENTATIVE:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

TREASURER:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____
Email: _____

BILLING ADDRESS:

Name _____
Street _____
City _____ State _____ Zip _____

FACILITY INFORMATION:

Name _____
Street _____
City _____ State _____ Zip _____
Telephone () _____

Company Initials: FI ; Customer Initials: _____

Exhibit H Terms and Conditions

1. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

(1) Customer shall notify Company by certified mail of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following Company's receipt of notification to remedy stated violation of contract.

(2) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.

(3) In the event that Customer terminates contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

(4) Refund or balance owed shall be paid within five (5) business days after termination.

2. **MISCELLANEOUS.** The Company may display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

3. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Ohio.

4. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

5. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

6. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and ensure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

Company Initials: FI; Customer Initials: _____

7. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

8. **EXTENSIONS.** This Agreement shall automatically renew on the same terms and conditions herein at the contract amount in effect for the immediate preceding year, plus an amount not to exceed 5% thereof, at the sole option of Company. In the event that Customer desires not to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before September 30 of the current year. Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

9. **SEVERABILITY.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. **ATTORNEYS FEES.** In the event of legal action to enforce the rights of either Company or Customer under the terms of this Agreement, the parties agree that the prevailing party in said legal proceeding shall be entitled to receive as additional damages, any and all litigation expenses, including reasonable attorney's fees.

11. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS.** If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated at the sole option of the company.

Company Initials: FI; Customer Initials: _____

Exhibit I
Payment Schedule

Payments by Customer to Company shall be made in accordance with the following schedule:

	<u>Cost</u>
(a) Ten percent (10%) on or before February 1 of each year.	\$12,826.00
(b) Fifteen percent (15%) on or before May 1 of each year.	\$19,239.00
(c) Twenty-five percent (25%) on or before June 1 of each year.	\$32,066.00
(d) Twenty-five percent (25%) on or before July 1 of each year.	\$32,066.00
(e) Twenty percent (20%) on or before August 1 of each year.	\$25,652.00
(f) Five percent (5%) on or before September 21 of each year.	\$6,413.00
<u>Totals:</u>	<u>\$128,262.00</u>

Same percentages and due dates will correspond with all future billing cycles for contracts that exceed 1 year.

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within ten (10) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per

Company Initials: FI; Customer Initials: _____

annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney fees.

Company Initials: FI; Customer Initials: _____

ORDINANCE NO. 17-048

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO
CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION
NECESSARY TO REPLACE GUARDRAIL END TREATMENTS**

WHEREAS, the State of Ohio has identified the need to replace guardrail ends in order to bring up to standard; and,

WHEREAS, the City of Canal Winchester has determined that it is necessary to cooperate with the Ohio Department of Transportation to facilitate the project and gives consent to the Director of Transportation to complete the project; and,

WHEREAS, the project is identified as:
PID Number 104166
D06 Guardrail End Treatments FY18

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. Being in the public interest, the City of Canal Winchester gives consent to the Director of Transportation to complete the above described project

Section 2. The City shall cooperate with the Director of Transportation in the above described project as follows:

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates by the Director;

ODOT shall assume and bear one hundred percent (100%) of the costs of preliminary engineering, right-of-way, and construction by administering Federal and State funds for this project.

The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration.

Section 3. The City agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. Right-of-way costs include eligible utility costs. ODOT agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

Section 4. The Mayor is hereby empowered on behalf of the City of Canal Winchester to enter into contracts with the Director of Transportation necessary to complete the above described project.

Section 5. This resolution shall take place and be in effect at the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE No. 17-

2018 APPROPRIATIONS ORDINANCE

City of Canal Winchester

(Revised Code Sec. 5705.38)

An ORDINANCE to make final appropriations for Current Expenses and other Expenditures of the City of Canal Winchester State of Ohio, during the fiscal year ending December 31, 2018.

SECTION 1. BE IT RESOLVED by the Council of the City of Canal Winchester, State of Ohio, that, to provide for the current expenses and other expenditures of the said City of Canal Winchester, during the fiscal year ending December 31, 2018, the following sums be and they are hereby set aside and appropriated as follows, viz:

SECTION 2. That there be appropriated from the GENERAL FUND:

Sheriff	100-100		
Operating Expenses		\$ 1,098,000.00	
Capital Outlay		\$ 24,000.00	
Total Sheriff			\$ 1,122,000.00
County Health Department	100-200		
Operating Expenses		\$ 72,600.00	
Total County Health Department			\$ 72,600.00
Human Services	100-201		
Operating Expenses		\$ 63,100.00	
Total Human Services			\$ 63,100.00
Cemetery:	100-202		
Operating Expenses		\$ 1,000.00	
Total Cemetery			\$ 1,000.00
Community Center	100-300		
Personal Services		\$ 77,790.00	
Operating Expenses		\$ 18,250.00	
Capital Outlay		\$ 3,000.00	
Total Community Center			\$ 99,040.00
Parks	100-301		
Personal Services		\$ 229,800.00	
Operating Expenses		\$ 43,400.00	
Capital Outlay		\$ 60,000.00	
Total Parks			\$ 333,200.00
Swimming Pool	100-302		
Operating Expenses		\$ 153,000.00	
Capital Outlay		\$ 10,000.00	
Total Swimming Pool			\$ 163,000.00
Development	100-400		
Personal Services		\$ 305,080.00	
Operating Expenses		\$ 244,200.00	
Capital Outlay		\$ 3,500.00	
Total Development			\$ 552,780.00
Urban Forester	100-410		
Personal Services		\$ 176,500.00	
Operating Expenses		\$ 38,250.00	
Capital Outlay		\$ 41,000.00	
Total Urban Forester			\$ 255,750.00
Mayor	100-500		
Personal Services		\$ 209,125.00	
Operating Expenses		\$ 125,500.00	

Capital Outlay		\$	1,000.00		
Total Mayor				\$	335,625.00
Council	100-501				
Personal Services		\$	142,660.00		
Operating Expenses		\$	29,000.00		
Capital Outlay		\$	1,500.00		
Total Council				\$	173,160.00
Mayor's Court	100-510				
Personal Services		\$	83,770.00		
Operating Expenses		\$	18,250.00		
Capital Outlay		\$	1,000.00		
Total Mayor's Court				\$	103,020.00
Finance	100-520				
Personal Services		\$	225,690.00		
Operating Expenses		\$	53,750.00		
Capital Outlay		\$	4,500.00		
Total Finance				\$	283,940.00
Human Resources	100-521				
Personal Services		\$	56,500.00		
Operating Expenses		\$	7,550.00		
Capital Outlay		\$	1,000.00		
Total Human Resources				\$	65,050.00
Public Service	100-530				
Personal Services		\$	90,870.00		
Operating Expenses		\$	22,000.00		
Capital Outlay		\$	20,000.00		
Total Public Service				\$	132,870.00
Public Service - Fleet	100-531				
Operating Expenses		\$	28,000.00		
Capital Outlay		\$	5,000.00		
Total Public Service - Fleet				\$	33,000.00
Lands and Buildings	100-540				
Personal Services		\$	142,800.00		
Operating Expenses		\$	146,900.00		
Utilities		\$	255,000.00		
Capital Outlay		\$	100,000.00		
Total Lands and Building				\$	644,700.00
Community Affairs	100-550				
Personal Services		\$	79,370.00		
Operating Expenses		\$	9,700.00		
Capital Outlay		\$	1,000.00		
Total Community Affairs				\$	90,070.00
Community Affairs - Events	100-551				
Operating Expenses		\$	21,250.00		
Capital Outlay		\$	1,300.00		
Total Community Affairs - Events				\$	22,550.00
Information Technology	100-560				
Personal Services		\$	133,630.00		
Operating Expenses		\$	29,000.00		
Capital Outlay		\$	3,000.00		
Total Information Technolgy				\$	165,630.00
Administration	100-570				
Operating Expenses		\$	1,107,400.00		
Transfers/Advances		\$	1,240,000.00		
Total Administration				\$	2,347,400.00

BED TAX GRANT FUND			
Council	205-501		
Operating Expenses		\$ 22,000.00	
Total Council			\$ 22,000.00
Administration	205-570		
Operating Expenses		\$ 30,000.00	
Total Administration			\$ 30,000.00
Total Bed Tax Grant Fund			\$ 52,000.00
BWC GRANT FUND			
Human Resources	207-521		
Operating Expenses		\$ 2,500.00	
Total BWC Grant Fund			\$ 2,500.00
DILEY RD PITIE FUND			
Administration	209-570		
Operating Expenses		\$ 4,500.00	
Total Diley Rd PITIE Fund			\$ 4,500.00
GENDER RD TIF FUND			
Administration	210-570		
Operating Expenses		\$ 84,000.00	
Total Gender Rd TIF Fund			\$ 84,000.00
CEMETERY FUND			
Public Health	211-200		
Operating Expenses		\$ -	
Total Cemetery Fund			\$ -
<u>GRAND TOTAL SPECIAL REVENUE FUND APPROPRIATION</u>			<u>\$ 626,400.00</u>

SECTION 4. That there be appropriated from the following DEBT SERVICE FUNDS:

General Obligation Bond Fund	300-571		
Principal		\$ 1,080,000.00	
Interest		\$ 195,000.00	
Total General Obligation Bond Fund			\$ 1,275,000.00
<u>GRAND TOTAL DEBT SERVICE FUND APPROPRIATIONS</u>			<u>\$ 1,275,000.00</u>

SECTION 5. That there be appropriated from the following CAPITAL PROJECT FUNDS:

CAPITAL IMPROVEMENTS FUND			
Capital Improvements	400-700		
Capital Outlay		\$ 178,506.00	
Total Capital Improvements Fund			\$ 178,506.00
ISSUE 2/CDBG GRANTS FUND			
Construction Services	401-600		
Capital Outlay		\$ 2,496,628.00	
Total Capital Project Fund			\$ 2,496,628.00
<u>GRAND TOTAL CAPITAL PROJECT FUND APPROPRIATIONS</u>			<u>\$ 2,675,134.00</u>

SECTION 6. That there be appropriated from the following ENTERPRISE FUNDS:

		WATER FUND	
Administration	500-800		
Personal Services		\$ 488,100.00	
Operating Expenses		\$ 282,900.00	
Capital Outlay		\$ 7,000.00	
Total Administration			\$ 778,000.00
Plant	500-801		
Operating Expenses		\$ 267,500.00	
Capital Outlay		\$ 35,000.00	
Total Plant			\$ 302,500.00
Distribution	500-802		
Operating Expenses		\$ 403,500.00	
Capital Outlay		\$ 110,000.00	
Total Distribution			\$ 513,500.00
Total Water Fund			\$ 1,594,000.00

		WATER CONNECTION FUND	
Administration	501-800		
Operating Expenses		\$ 85,000.00	
Total Administration			\$ 85,000.00
Connections	501-803		
Operating Expenses		\$ 170,000.00	
Capital Outlay		\$ 250,000.00	
Total Connections			\$ 420,000.00
Total Water Connection Fund			\$ 505,000.00

		SANITARY SEWER FUND	
Administration	510-810		
Personal Services		\$ 503,075.00	
Operating Expenses		\$ 567,750.00	
Capital Outlay		\$ 7,000.00	
Total Administration			\$ 1,077,825.00
Plant	510-811		
Operating Expenses		\$ 378,800.00	
Capital Outlay		\$ 51,000.00	
Total Plant			\$ 429,800.00
Collection	510-812		
Operating Expenses		\$ 164,000.00	
Capital Outlay		\$ 100,000.00	
Total Collection			\$ 264,000.00
Total Sanitary Sewer Fund			\$ 1,771,625.00

		SEWER CONNECTION FUND	
Administration	511-810		
Operating Expenses		\$ 174,500.00	
Total Administration			\$ 174,500.00
Connections	511-813		
Operating Expenses		\$ 400,000.00	
Capital Outlay		\$ 150,000.00	

Total Connections \$ 550,000.00

Total Sewer Connection Fund \$ 724,500.00

STORMWATER FUND

Administration	520-820		
Personal Services		\$ 110,475.00	
Operating Expenses		\$ 289,800.00	
Capital Outlay		\$ 1,300.00	
Total Administration			\$ 401,575.00

Operation	520-821		
Operating Expenses		\$ 73,625.00	
Capital Outlay		\$ 25,000.00	
Total Operation			\$ 98,625.00

Total Stormwater Fund \$ 500,200.00

GRAND TOTAL ENTERPRISE FUNDS APPROPRIATIONS \$ 5,095,325.00

SECTION 7. That there be appropriated from the TRUST AND AGENCY FUNDS:

MAYOR'S COURT AGENCY

Mayor's Court	900-510		
Operating Expenses		\$ 100,000.00	
Total Mayor's Court Agency			\$ 100,000.00

GRAND TOTAL TRUST AND AGENCY FUNDS APPROPRIATIONS \$ 100,000.00

TOTAL ALL APPROPRIATIONS \$ 18,118,684.00

And the Finance Director is hereby authorized to draw warrants of the City for payment from any of the forgoing appropriations upon receiving proper certification and vouchers therefore, approved by the board of officers authorized by law to approve the same, or an ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for the purposes other than those covered by other specific appropriations herein made.

SECTION 9. This ordinance shall take effect at the earliest period allowed by law.

Passed _____

President of Council

Attest _____
Clerk of Council/Finance Director

Mayor

CERTIFICATE

Section 5705.39 R.C. - "No appropriation measure shall become effective until the county auditor files with the appropriate authority...a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority of certified copy of the appropriation measure...."

I, Amanda Jackson, Clerk of the City of Canal Winchester in said County, and in whose custody the Files, Journals and Records are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Final Appropriation Ordinance is taken and copied from the original Ordinance now on file with said City, that the forgoing Ordinance has be compared by me with the said original and that the same is true and correct copy thereof

Witness my signature, this _____ day of _____, _____

Clerk of the City of Canal Winchester

Franklin County, Ohio

ORDINANCE NO. 17-050

AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH EMH&T, INC. FOR MUNICIPAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH DECEMBER 31, 2020

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to contract with EMH&T, Inc. to provide municipal professional engineering services for the City for the period from January 1, 2018 to December 31, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with EMH&T, Inc. for municipal engineering services for the City of Canal Winchester for the period from January 1, 2018 to December 31, 2020 as detailed in Exhibit A and included herein by reference;

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF CANAL WINCHESTER

and

EMH&T, Inc.

THIS IS AN AGREEMENT made as of _____, 2018, between the CITY OF CANAL WINCHESTER, a municipal corporation, with its main office located at 36 S. High Street, Canal Winchester, OH 43110(CITY) and EMH&T, Inc., an Ohio for-profit Corporation, with its main office located at 5500 New Albany Road, Columbus, Ohio 43054 (CONSULTANT). This agreement shall be in effect until December 31, 2020.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

- A. CONSULTANT shall serve as "Consulting City Engineer" and assist and advise the Mayor, Service Director, Construction Administrator, Planning Director, and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
 1. City Council / Committee Meetings (1 per month)
 2. Staff Meeting (1 per month)
 3. Other Departmental Meetings (1 per month)
- E. CONSULTANT will meet with staff to establish capital improvement needs and develop updates to the City's Capital Improvement Plan. This effort includes:
 1. Preparation of concept exhibits for projects and the evaluation of alternative project approaches.
 2. Preparation of preliminary cost estimates.

3. Assist CITY with prioritization of the needed improvements and identification of alternative funding sources.
- F. Enforcement and maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
- G. CONSULTANT will assist CITY in the identification of outside funding sources for City projects.
- H. Coordination with outside agencies and project partners to include MORPC, Franklin County, City of Columbus, Fairfield County, Township(s), Etc.
- I. Develop studies of existing engineering data, reports, etc., which have been made previously by City, County or other agencies and give full consideration to same.
- J. CONSULTANT shall be an independent contractor and not an agent of the CITY and shall direct and supervise the professional services as required by this contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters, and such agreement is put in writing.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager", whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.

- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
 2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
 3. Assist at all lettings, tabulate proposals and bids, and report same to CITY.
 4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision which may have jurisdiction in the development of the project.
 5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
 6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work.
 7. CONSULTANT shall maintain a complete record of the progress of work and all incidents relative to the design or construction process.
 8. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

PART 2 – CITY'S RESPONSIBILITIES

2.01. CITY's Responsibilities

- A. The CITY shall provide full information, which shall set forth the CITY's objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- C. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY's prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to CITY's responsibilities or to CONSULTANT's scope of services, times or performance, or compensation if the law so requires.
- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.
- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

3.02. Subcontracting/Assignments/Liability

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

3.03. Unresolved Findings for Recovery

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

3.04. Ethics and Drug Free Workplace

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on city property or a construction site, will not purchase, transfer, use, possess, or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.05. Ohio Elections Law

CONSULTANT affirms that, as applicable, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1000.00 to any elected official of the CITY OF CANAL WINCHESTER.

3.06. Taxes

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 181 of the Codified Ordinance of the City of Canal Winchester for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 181 of the Codified Ordinances of the City of Canal Winchester for services performed under this Contract.

3.07. Use of Documents

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.
- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.08. Authorized Project Representatives

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual

Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

3.09. Insurance

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.
1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.
 3. Motor Vehicle Liability: CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. Professional Liability: Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF REYNOLDSBURG.
- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement upon not less than seven days written notice to the CITY.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.
- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Law Director, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.

- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

3.13. Entire Agreement; Waiver

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount not to exceed Fourteen Thousand Dollars and no cents (\$14,000) for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

4.02 Fee for Individual Project Proposals

Each individual Project Proposal shall include the fee to be paid by CITY to CONSULTANT as negotiated between the parties for the project as well as the Anticipated hours that are to be required for the Project. The agreed upon fee shall reflect that services will be provided on an hourly, or lump sum, basis as determined by the CITY and CONSULTANT and as described in section 1.02(D) of this contract.

4.03 Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.04. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
 - 1. Expense of transportation in connection with travel required to carry out the scope of services;
 - 2. Long-distance communications;
 - 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
 - 4. Reproductions; and
 - 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

4.05. Payment of Invoices

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.06. Independent Consultant/Employment Taxes

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.
- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

City Of Canal Winchester(CITY)

EMH&T, Inc. (CONSULTANT)

By: _____
Mayor

By: _____
Authorizing Agent

Name: Michael Ebert

Name: Sandra C. Doyle-Ahern

Date: _____

Date: _____

By: _____
Clerk of Council

Name: _____

Date: _____

Ordinance: _____

APPROVED AS TO FORM

By: _____
City Law Director

Date: _____

EXHIBIT A
General Project Proposal Format

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

STUDY AND REPORT PHASE

Prepare studies and analysis and reports as directed by CITY's project representative.

DESIGN PHASE

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

CONSTRUCTION PHASE

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

ADDITIONAL SERVICES

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

ANTICIPATED HOURS/COMPENSATION

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.D of this contract.

Fees are to be negotiated for each individual project. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

SCHEDULE

Provide schedule of services.

EXHIBIT B
Rate Schedule

Exhibit B – Rate Schedule

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

Labor Classification	CY 2017-2018 Rates
Principal.....	\$140.00-\$180.00 per hour
Senior Engineer.....	\$110.00-\$160.00 per hour
Engineer II.....	\$105.00 per hour
Engineer I.....	\$90.00 per hour
Engineer Aide.....	\$80.00 per hour
Senior Surveyor.....	\$110.00-\$140.00 per hour
Surveyor II.....	\$95.00 per hour
Surveyor I.....	\$85.00 per hour
Senior Technician.....	\$75.00 per hour
Technician.....	\$65.00 per hour
Senior L/A Planner.....	\$100.00-\$140.00 per hour
L/A Planner II.....	\$90.00 per hour
L/A Planner I.....	\$80.00 per hour
Senior Environmental Scientist.....	\$100.00-\$140.00 per hour
Environmental Scientist.....	\$90.00 per hour
Senior Construction Representative.....	\$110.00-\$120.00 per hour
Sr. Resident Project Representative.....	\$70.00-\$90.00 per hour
Resident Project Representative.....	\$65.00 per hour
Field Survey Crew.....	\$125.00-\$175.00 per hour
Transportation.....	Current IRS Rates

Stakes, prints, postal, special delivery and other miscellaneous items At cost

Filing Fees, Special Consulting (Such as Soils Investigation, etc.)..... Actual Fee + 10%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

The labor classifications listed above include a variety of specialized skills and disciplines including structural, highway, bridge, traffic, environmental, survey, etc. As a result, it is not possible to provide a single rate for every classification.

ORDINANCE NO. 17-051

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH BIRD & BULL, INC.
FOR PROFESSIONAL ENGINEERING SERVICES FOR THE PERIOD FROM JANUARY 1, 2018
THROUGH DECEMBER 31, 2020**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to contract with Bird & Bull, Inc. to provide professional engineering services for plan review, support of utility treatment and process facilities and for general engineering services as needed for the City for the period from January 1, 2018 to December 31, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the Mayor be, and hereby is, authorized to enter into and execute an agreement with Bird & Bull, Inc. for professional engineering services for the City of Canal Winchester for the period from January 1, 2018 to December 31, 2020 as detailed in Exhibit A and included herein by reference;

Section 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

PROFESSIONAL SERVICES AGREEMENT

Between

The CITY OF CANAL WINCHESTER

and

BIRD & BULL, Inc.

THIS IS AN AGREEMENT made as of _____, 2018, between the CITY OF CANAL WINCHESTER, with its main office located at 36 S. High St. Canal Winchester, OH 43110 (CITY) and BIRD & BULL, Inc., an Ohio Corporation with its main office located at 3500 Snouffer Rd. Suite 225, Columbus, OH 43235 (CONSULTANT). This agreement shall be in effect until December 31, 2020.

Witnesseth, that in consideration of the mutual covenants and agreement herein contained, the parties hereto do mutually agree as follows:

PART 1 - SERVICES OF THE CONSULTANT

1.01. General Consultation / City Engineer Services

- A. CONSULTANT shall serve as a "Consulting City Engineer" and assist and advise the Mayor, Public Service Director, Construction Services Administrator, Development Department and Council on planning, engineering, and construction matters. CONSULTANT will provide plan reviews and technical assistance to City Staff, Council, Boards and Commissions, etc. as requested by CITY.
- B. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Consulting City Engineer" whom has direct supervisory charge of general consultation tasks and will serve as the CONSULTANT's main point of contact with CITY. The Person(s) assigned by the CONSULTANT are subject to approval by the CITY.
- C. CONSULTANT will review and address engineering and project planning questions from staff, residents, developers, project partners, etc.
- D. CONSULTANT will attend meetings at the request of CITY to present and discuss engineering topics. Anticipated meeting attendance is:
 1. City Council / Committee Meetings (As Requested)
 2. Staff Meeting (1 per month)
 3. Other Departmental Meetings (1 per month)
- E. Maintenance of standards to include updates to standard construction drawings and review of engineering practices and design manuals.
- F. CONSULTANT will provide CITY with the following services associated with private development projects:

1. Private site improvement plan reviews.
 2. Plan reviews of public improvements that are constructed in conjunction with private site developments (utility extensions, public roadway extensions, etc.).
 3. Storm water design reviews.
 4. Sanitary Sewer Design Reviews.
 5. Reviews of studies, applications, exhibits and cost estimates associated with Development.
- G. Coordination with outside agencies and project partners to include MORPC, Franklin County, Fairfield County, City of Columbus, Township(s), Etc.
- H. CONSULTANT shall be an independent contractor and not an agent of the CITY and shall direct and supervise the professional services as required by this contract with the CITY. The CONSULTANT shall be responsible for means, methods, techniques and sequences and proceedings associated with CONSULTANT's work and shall be responsible for the acts and omissions of its employees, agents and any other persons/sub-consultants providing services under this contract with the CITY.

1.02. Capital Improvement Plan (CIP) - Design and Construction Phase Services

- A. The Services to be provided by the CONSULTANT for specific projects will be detailed in a duly executed individual Project Proposal. Each Project Proposal will indicate the specific tasks and functions to be performed and deliverables to be provided.
- B. This agreement is not a commitment by the CITY to CONSULTANT to authorize Project Proposals for CIP work.
- C. The general format of the Project Proposal is shown in Exhibit A.
- D. CONSULTANT is to provide the CITY anticipated hours needed to complete CONSULTANT's tasks as identified by the CITY. Hours shall be broken down by specific tasks and individual classifications.
- E. In the event the CITY allows the CONSULTANT to develop the scope of services, the CONSULTANT shall provide anticipated hours needed to achieve the CITY's objectives.
- F. The CONSULTANT shall not be obligated to perform any CIP design and/or construction phase services unless and until the CITY and CONSULTANT agree as to the particulars of the specific project, CONSULTANT's services, compensation, and other appropriate matters and such agreement is put in writing.
- G. The CONSULTANT shall assign and provide details of a qualified individual to act as the "Project Manager" whom has direct supervisory charge of CITY projects. The CONSULTANT shall also provide details and assign a qualified "Project Engineer", if different than "Project Manager", whom is responsible for primary production activities. Persons assigned by the CONSULTANT are subject to approval by the CITY.

- H. Upon authorization by CITY of CIP Project Proposal's, CONSULTANT shall furnish all personnel, equipment, and material necessary to perform engineering, surveying, construction administration, and other project-specific consultation services as follows:
1. Provide complete and detailed plans, including necessary field work, specifications, and estimates of cost. Provide, assemble, and advertise bid packages using CITY's bidding and contract document template.
 2. Furnish to CITY at cost the necessary copies of detailed plans, specifications, estimates, and contract documents required for the prosecution of work. Plans, field books, and field records shall become property of CITY, but shall remain in the files of CONSULTANT for future reference.
 3. Assist at all lettings, tabulate proposals and bids, and report same to CITY.
 4. Present plans to and assist in obtaining approval of such plans from any City, County State or Federal Department of other political subdivision, which may have jurisdiction in the development of the project.
 5. Provide land surveying field parties to perform topographic survey, boundary survey and construction layout staking.
 6. Provide project representation during construction to be an interpreter and arbitrator of the plans and specifications and make every reasonable effort to protect CITY against deficiencies in Contractor's work.
 7. Consult and advise with the CITY on matters that arise during the construction phase of the project.
 8. Review and recommend pay estimates and change orders.
 9. Review completed work and submit a final report for the acceptance of construction project. The issuance of final report does not make CONSULTANT responsible for any deficiencies in the work that were not discovered or apparent at time of report.

PART 2 – CITY'S RESPONSIBILITIES

2.01. CITY's Responsibilities

- A. The CITY shall provide full information, which shall set forth the CITY's objectives, schedule, constraints, and budget within reasonable contingencies and criteria.
- B. The CITY shall provide full information, observation reports, testing reports & quantity information during the Construction Phase to the CONSULTANT. The CONSULTANT may use this information in performing or furnishing services under this agreement.
- C. CITY shall make decisions and carry out its other responsibilities in a timely manner and shall bear costs incident thereto so as not to delay the services of the CONSULTANT.
- D. CITY shall provide requirements, programs, instruction, reports, data, and other information to CONSULTANT pursuant to this Agreement. CONSULTANT may use such information in performing or furnishing services under this Agreement.

PART 3 – GENERAL CONSIDERATIONS

3.01. Standards and Parameters of Performance

- A. CONSULTANT shall be responsible for the technical accuracy of its services and documents. This CITY shall not be responsible for discovering deficiencies. CONSULTANT shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in CITY furnished information.
- B. CONSULTANT shall serve as CITY's prime professional under each individual CIP Project Proposal. CONSULTANT may employ such subconsultants as CONSULTANT deems necessary to assist in the performance or furnishing of the services with approval of CITY.
- C. CONSULTANT shall comply with applicable laws or regulations and CITY mandated standards. This Agreement is based on these requirements as of the effective date of each individual CIP Project Proposal. Changes to these requirements after the effective date of each individual Project Proposal may be the basis of modification to CITY's responsibilities or to CONSULTANT's scope of services, times or performance, or compensation if the law so requires.
- D. If CONSULTANT provides services during the construction phase of any Project, CONSULTANT shall not supervise, direct, or have control over a Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by a Contractor, for safety precautions and programs incident to a Contractor's work in progress, nor for any failure of a Contractor to comply with laws and regulations applicable to a Contractor's furnishing and performing the work.
- E. CONSULTANT shall not be responsible for the acts or omissions of any Contractor(s), subcontractor(s) or supplier(s), or of any of a Contractor's agents or employees or any other persons (except CONSULTANT's own employees) at a site or otherwise furnishing or performing any of a Contractor's work; or for any decision made on interpretations or clarifications of the contract documents given by CITY without consultation and advice of CONSULTANT.

3.02. Subcontracting/Assignments/Liability

- A. No assignment of the contract or any portion thereof shall be made without prior written approval of the CITY.
- B. CONSULTANT shall be and remain solely responsible to the CITY for the acts CONSULTANT performs or faults of any sub-CONSULTANT and of any sub-CONSULTANT's officers, agents or employees.
- C. CONSULTANT shall indicate the percentage of contract to be subcontracted in contemplation of contract performance. Following the award of the contract, no additional subcontracting will be allowed without the express prior written consent of the City.

3.03. Unresolved Findings for Recovery

CONSULTANT affirmatively represents and warrants that it is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Revised Code Section 9.24, or that it has taken the appropriate remedial steps required under Section 9.24, or that it otherwise qualifies under that section.

3.04. Ethics and Drug Free Workplace

CONSULTANT agrees that its performance under this Agreement would not be contrary to the terms of R.C. § 102.03 and § 102.04, as applicable (ethics and conflict of interest). CONSULTANT agrees to comply with all applicable state and federal laws regarding drug-free workplace, and while working on city property or construction site, will not purchase, transfer, use, possess or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

3.05. Ohio Elections Law

CONSULTANT affirms that, as applicable, no party listed in Division (I), or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to any elected official of the CITY OF CANAL WINCHESTER.

3.06. Taxes

The City is a tax exempt entity and shall provide a tax exempt certificate to the CONSULTANT. The CONSULTANT agrees to withhold all City Income Taxes due or payable under the provisions of Chapter 181 of the Codified Ordinance of the City of Canal Winchester for wages, salaries, and commissions paid to employees and further agrees that any subcontractors shall be required to agree to withhold any such City Income Taxes due under said Chapter 181 of the Codified Ordinances of the City of Canal Winchester for services performed under this Contract.

3.07. Use of Documents

- A. Upon completion or termination of the Agreement, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, copies of computer/electronic files (original application files in .TIF format for drawings), studies and reports shall become the property of and shall be delivered to the CITY upon full payment of monies owed to the CONSULTANT. Copies of CITY-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to CONSULTANT pursuant to Part 2 above. Files in electronic media format of text, data, graphics, or of other types that are furnished by CITY to CONSULTANT are only for convenience of CONSULTANT. CONSULTANT shall also be entitled to maintain copies on behalf of the CITY.
- B. Copies of Documents that may be relied upon by CITY are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Files in electronic media format of text, data, graphics, or of other types that are furnished by CONSULTANT to CITY are only for convenience of CITY.
- C. When transferring documents in electronic media format, CONSULTANT makes no representations as to compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by CONSULTANT at the beginning of a Specific Project unless indicated differently in the Project Proposal.
- D. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

3.08. Authorized Project Representatives

Contemporaneous with the execution of each individual Project Proposal, CONSULTANT and CITY shall designate specific individuals to act as CONSULTANT's and CITY's representatives with respect to the service to be performed or furnished by CONSULTANT and responsibilities of CITY under the individual

Specific Project. Such individuals may have authority to transmit instruction, receive information, and render decisions relative to a specific project on behalf of each respective party.

3.09. Insurance

- A. Prior to the commencement of any work under this agreement, CONSULTANT shall furnish to CITY certificates of insurance showing that CONSULTANT has obtained the following insurance policies with insurance companies licensed and authorized to do business in the State of Ohio. A new certificate of insurance shall be provided to the CITY each year at the time of policy renewal.
1. Worker's Compensation Insurance: CONSULTANT shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Ohio.
 2. Commercial General Liability Insurance: CONSULTANT shall procure and maintain during the life of this agreement, Commercial General Liability Insurance on an Occurrence Basis with limits of Liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage.
 3. Motor Vehicle Liability: CONSULTANT shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Ohio Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 4. Professional Liability: Professional Liability Insurance on a Claims Made Basis with Limits of liability of not less than \$1,000,000.00 per claim/aggregate;
- B. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, Motor Vehicle, and Professional Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to CITY OF CANAL WINCHESTER.
- C. At any time, CITY may request that CONSULTANT, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by CITY, with the concurrence of CONSULTANT, CONSULTANT shall require CONSULTANT's subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such period of time as requested by the CITY, and this agreement will be amended to incorporate these requirements.

3.10. Nondiscrimination

The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to employment upgrading, promotion, demotion, termination, rates of pay, or other forms of compensation, and selection for training. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this equal opportunity clause. CONSULTANT shall, in all solicitations or advertisements for employees placed by, or on behalf of the CONSULTANT, state that they are an equal opportunity employer.

3.11. Termination

- A. The CITY, may in writing, suspend all or any part of work for such a period the CITY deems appropriate.
- B. This Agreement may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- C. This Agreement may be terminated by the CITY upon not less than seven days written notice to the CONSULTANT in the event that the Project is permanently abandoned. If the Project is abandoned by the CITY for more than 90 consecutive days, the CONSULTANT may terminate this Agreement upon not less than seven days written notice to the CITY.
- D. In the event of termination, the CONSULTANT shall be compensated for the reasonable value of services performed prior to termination, together with reimbursable expenses then due.

3.12. Allocation of Risk

- A. The CONSULTANT agrees to indemnify and hold the CITY harmless from and against any loss or damage resulting solely from the failure of the CONSULTANT to perform any duty or obligation expressly undertaken by the CONSULTANT pursuant to the terms of this Agreement or the negligent performance or failure to perform by the CONSULTANT of any such express duty or obligation.
- B. CONSULTANT will conduct the research that in their professional opinion is necessary to determine the viability of re-using existing equipment and materials in the design of the project. The CITY recognizes that CONSULTANT's research may not identify all defects and that the information and inspection upon which CONSULTANT relies may contain errors or may not be complete. Given the inherent limitations of such inspections, CONSULTANT's recommendations shall not be relied upon by any party as a warranty of the condition of the existing equipment or materials. The extent of the risk the CITY wishes to accept in reusing existing equipment or materials is something the CITY must determine.
- C. The CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees from and against all claims or suits asserted or prosecuted by third parties to the extent arising directly out of error, omission, or negligent act of the CONSULTANT or its sub-CONSULTANTS; and the CONSULTANT at its own expense, shall defend the CITY in all such litigation, pay all attorney's fees, damages, court costs and other expenses arising out of such litigation; and at its own expense, shall satisfy and cause to be discharged judgments as may be obtained against the CITY or any of its officers, agents or employees pursuant to such litigation.
- D. The CONSULTANT shall be given written notice of the assertion of such claims or suits promptly after such matters are brought to the attention of the CITY and subject to the assent of the City Law Director, which assent shall not be unreasonably withheld or delayed, and shall be permitted to participate in the defense and settlement of any such suits or claims. Nothing contained herein, however, is intended to confer on any third party any rights or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the CONSULTANT's liability for failure to comply with the terms of the contract or for professional or personal negligence or misconduct.

- E. In no event will either party be liable for punitive, multiple, enhanced, incidental, indirect or consequential damages, including loss of profits, even if any of the parties should have been aware of the possibility of such damages.

3.13. Entire Agreement; Waiver

This contract contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This contract supersedes any and all previous agreements, whether written or oral, between the parties. A waiver by any party of any breach or default by the other party under this contract shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default here under.

3.14. Headings

The headings in this contract have been inserted for convenient reference and shall not be considered in any questions of interpretation or construction of the contract.

3.15. Severability

The provisions of the contract are severable and independent, and if any such provision shall be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision, to the extent enforceable in any jurisdiction, shall, nevertheless, be binding and enforceable.

3.16. Controlling Law

This Agreement and the rights of the parties hereunder shall be governed by the laws of the State of Ohio, and any action with respect to this engagement shall be filed in the Franklin County, Ohio in a court of competent jurisdiction. The CONSULTANT further shall obey or satisfy all lawful rules, regulations and requirements issued or promulgated under said respective laws by any duly authorized City, State or Federal officials.

PART 4 – PAYMENTS TO CONSULTANT

4.01 Fee for General Consultation Services

CITY agrees to compensate CONSULTANT an annual amount not to exceed **Sixteen Thousand Dollars and no cents (\$16,000.00)** for the general engineering services outlined in Scope of Services, Section 1.01 General Consultation / City Engineer Services. Payment for services provided under Section 1.01 of the Scope of Services shall be hourly not to exceed without prior authorization of the CITY. Labor fees will be computed per the time rates established in Exhibit B. Invoices will be submitted monthly.

4.02 Fee for Individual Project Proposals

Each individual Project Proposal shall include the fee to be paid by CITY to CONSULTANT as negotiated between the parties for the project as well as the Anticipated hours that are to be required for the Project. The agreed upon fee shall reflect that services will be provided on an hourly, or lump sum, basis as determined by the CITY and CONSULTANT and as described in section 1.02(D) of this contract. Hourly fees will be computed per the time rates established in Exhibit B.

4.03. Direct Personnel Expense

Direct Personnel Expense is defined as the direct salaries of the CONSULTANT's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.04. Reimbursable Expenses

- A. Reimbursable Expenses include expenses incurred by the CONSULTANT in the interest of the Project for:
 - 1. Expense of transportation in connection with travel required to carry out the scope of services;
 - 2. Long-distance communications;
 - 3. Fees paid by the CONSULTANT for securing approval of authorities having jurisdiction over the Project; in general, all approval fees shall be paid up front by the CONSULTANT and reimbursed by the CITY and as such are not within the not-to-exceed fee limit established by the CONSULTANT;
 - 4. Reproductions; and
 - 5. Postage and handling of Drawings and Specifications.
- B. Reimbursable expenses must be anticipated and quantified by the CONSULTANT and included in the Project Proposal. In the event that expenses exceed original estimates, the CONSULTANT may request from the CITY additional compensation.

4.05. Payment of Invoices

- A. Invoices are due and payable within 30 days of receipt.
- B. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

4.06. Independent Consultant/Employment Taxes

- A. The CONSULTANT shall be and remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for the payments of any and all contributions or taxes for Social Security, unemployment benefits, pensions, and annuities now or hereafter imposed under any State or Federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by the CONSULTANT on work performed under the terms of this agreement. The CONSULTANT shall indemnify and save harmless the CITY from any contributions, taxes or liability referred to in this article. CONSULTANT is not an employee of the CITY.
- B. While the CONSULTANT shall be required to render services described hereunder during the term of the contract, nothing herein shall be construed to imply that the City shall have or may exercise any right of control over CONSULTANT with regard to the manner or method of its performance of services hereunder. Except as expressly provided herein, none of the parties shall have the right to bind or obligate the others in any manner without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement, the effective date of which is indicated on Page 1.

City Of Canal Winchester (CITY)

By: _____
Mayor

Name: Michael Ebert

Date: _____

Bird & Bull, Inc. (CONSULTANT)

By: _____
Authorizing Agent

Name: _____

Date: _____

APPROVED AS TO FORM

By: _____
Law Director

Date: _____

EXHIBIT A
General Project Proposal Format

[Date]

[Name of Recipient]

[Title]

[Address]

Subject: [Professional Services for.....]

Dear [Name of Recipient],

Provide scope of service(s) for project and its phase(s). Phase(s) to be as directed by CITY.

STUDY AND REPORT PHASE

Prepare studies and analysis and reports as directed by CITY's project representative.

DESIGN PHASE

In consultation with CITY, determine general scope, extent, and character of individual project. Provide technical design, technical criteria, topographic or other survey as needed, preparation of easement descriptions as needed, prepare bid documents, plans, and specifications, prepare and pursue necessary permits, furnish drawings, prepare opinions of probable costs, assist in bidding and preparation of construction documents. In essence, provide CITY with complete level of design services from original scope detail through the bidding and selection of contractor.

CONSTRUCTION PHASE

Offer to CITY construction engineering services as authorized by CITY project representative. Such services may include general administration of construction contracts, site observation of construction, interpretation of contract documents, assisting City obtain needed materials testing services, dispute resolution, review and approval of change orders, review and approval of contractor pay requests, preparation of final inspection reporting and review and/or preparation of as-built drawings.

ADDITIONAL SERVICES

There may be special services needed to meet the goal and objectives of the City. They include but are not limited to the following:

- Attend community meetings or represent CITY at County, State, or Regional meetings.
- Assist CITY in preparation applications for grant funding.
- Right of Way/ Easement Acquisition.
- Preparation of master utility plans, including technical modeling, reliability and capacity analysis.
- Perform wetland or other environmental engineering analysis.
- Preparation of management plans.
- Geographic information services
- Traffic/Signal engineering or traffic calming studies.
- Other related services as may be requested and directed by the CITY's Project Representative.

ANTICIPATED HOURS/COMPENSATION

Services shall be provided on an hourly, or lump sum as determined by the CITY and CONSULTANT and as described in section I.02.D of this contract. Hourly fees will be computed per the time rates established in Exhibit B.

Hourly rates shall be per Exhibit B – Rate Schedule. Anticipated hours are to be provided with each Project Proposal. Detail effort by providing the anticipated hours by the client manager, project manager, and support staff to satisfy the scope requirements of each project.

SCHEDULE

Provide schedule of services.

EXHIBIT B
Rate Schedule

Exhibit B – Rate Schedule

The CITY agrees to pay CONSULTANT as compensation for services performed as required by Part 4 of the Agreement a fee in accordance with the following hourly rates:

Labor Classification **CY 2018-2019 Rates**

Principals	
Principal, General Supervision	\$129.00
Professionals	
Professional Engineer	\$102.00
Professional Surveyor	\$99.00
Subordinate Professionals	
Reg. Engineer	\$99.00
Reg. Surveyor	\$91.00
Sr. Engineer Intern	\$91.00
Engineer Intern	\$87.00
Surveyor Intern	\$82.00
Engineer Technician	\$87.00
Jr. Engineer Technician	\$54.00
CAD Technician	\$75.00
FIELD SERVICES	
Survey Crew w/GPS – 1 person	\$106.00
Survey Crew – 2 person – Party Chief	\$126.00
Assistant	\$0.00
Survey Crew w/GPS – 2 person – Party Chief	\$136.00
Assistant	\$0.00
Additional Assistant	\$48.00
Resident Project Representative	\$70.00
Surveyor Technician	\$71.00
ADMINISTRATION SERVICES	
Clerical	\$59.00
Courier	\$36.00

Stakes, prints, postal, special delivery and other miscellaneous items At cost

Filing Fees, Special Consulting (Such as Soils Investigation, etc.) Actual Fee + 10%

Whenever it is deemed necessary by the CITY, acting through the Mayor or the Mayor's designated representative, for employees of the CONSULTANT to work more than forty (40) hours per week, overtime compensation of one and one-half times the regular rate shall be paid for all hours worked over forty (40) per week in accordance with the Fair Labor Standards Act of the United States.

The labor classifications listed above include a variety of specialized skills and disciplines including structural, highway, bridge, traffic, environmental, survey, etc. As a result, it is not possible to provide a single rate for every classification.

ORDINANCE NO. 17-052

AN ORDINANCE TO AUTHORIZE THE MAYOR TO AMEND A CONTRACT WITH AMERICAN STRUCTUREPOINT, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 13, 2018 THROUGH JANUARY 13, 2019

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction inspection for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction inspection;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1: That the Mayor be, and hereby is, authorized to enter into and execute an amendment to the agreement dated January 13, 2015 with American Structurepoint, Inc., a copy of which is attached as Exhibit A, to provide construction inspection for private and public capital projects in the City for the Period from January 13, 2018 through January 13, 2019.

Section 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

AMENDMENT #2 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: January 13, 2015
- b. Owner: City of Canal Winchester
- c. Engineer: American Structurepoint, Inc.
- d. Project: Resident Project Representative Services

2. Nature of Amendment

Modifications to Time(s) for rendering Services

3. Description of Modifications

- a. The duration of services established in 9.01.B of the Agreement is extended for an additional 12 months, with a new expiration date of January 13, 2019.
- b. Rates from Appendix 1 of the Agreement are modified as follows. (All other rates remain unchanged.)

Inspector	\$65/hour	\$68/hour
-----------	----------------------	------------------

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is January 1, 2018

OWNER:

ENGINEER:

City of Canal Winchester

American Structurepoint, Inc.

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

ORDINANCE NO. 17-053

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR
LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2018
THROUGH DECEMBER 31, 2019**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the law firm Frost Brown Todd LLC to provide legal counsel services to the city;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER,
STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with Frost Brown Todd LLC in the amount \$15,000.00 per month for the period January 1, 2018 through December 31, 2019, as detailed in Exhibit "A" attached and incorporated herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

**AGREEMENT BETWEEN THE CITY OF CANAL WINCHESTER
AND FROST BROWN TODD LLC
FOR LEGAL SERVICES**

This contract for the services between the City of Canal Winchester, an Ohio Municipal Corporation, ("Canal Winchester") and Frost Brown Todd LLC, ("FBT") effective this the ____ day of January, 2018.

WITNESSETH:

WHEREAS, Canal Winchester wishes to engage FBT to perform general legal services for a two (2) year term (calendar years 2018 and 2019).

NOW, THEREFORE, intending to be bound by this Agreement, the parties agree as follows:

- 1. Routine Services.** Except as otherwise provided herein, Canal Winchester agrees to pay Fifteen Thousand Dollars (\$15,000.00) per month for calendar years 2018 and 2019 and FBT agrees to provide the following Routine Services:
 - a. Attending all regular and special Council meetings.
 - b. Attend other board and commission meetings upon the request of the Mayor.
 - c. Draft and/or revise ordinances and resolutions upon request of the Clerk of Council or Mayor.
 - d. Draft routine legal memoranda as requested by the Mayor, staff and/or Council.
 - e. Provide legal advice to City officials as necessary.
 - f. Respond to Mayor and staff inquiries.
 - g. Attend meetings and discussions with City, County, State and Federal officials and other governmental officials.
 - h. Attend meetings with the development community and staff.
 - i. Review and approve all contracts, ordinances, resolutions and any other written documents.
 - j. Coordinate with special legal counsel for human resource issues and bond counsel.
 - k. Prosecution of traffic and criminal matters in Canal Winchester Mayor's Court.

1. Attend weekly staff meetings.

Canal Winchester hereby designates Eugene L. Hollins, an attorney with FBT the Law Director, who shall be the primarily responsible attorney and contact person for Canal Winchester.

Canal Winchester shall reimburse FBT for any and all reasonable costs and expenses incurred by FBT on behalf of Canal Winchester.

2. **Complex Litigation.** Complex litigation is defined as major litigation that involves, for example purposes only, significant written or oral discovery, significant motion practice, and attendance at evidentiary hearings before a judge and/or a jury. Complex litigation shall also include Ohio Revised Code Chapter 2506 appeals. The Mayor shall pre-approve rates for complex litigation prior to FBT commencing work on any individual matter. The fee arrangement set for the below in "Additional Projects" shall also apply to "Complex Litigation."

3. **Term.** This Agreement shall take effect and be in force from January 1, 2018 through December 31, 2019. However, either Party may terminate this Agreement upon providing thirty (30) days' prior notice of its intent to terminate to the other Party. Subject to the appropriation of funds by City Council, this Agreement shall be automatically renewed for a one (1) year period, unless thirty (30) days' prior notice is provided prior to the date of expiration. If the Agreement is automatically renewed, all rates set forth in this Agreement shall be increased by five percent (5%).

4. **Miscellaneous Provisions.**

- a. **Additional Projects.** Subject to agreement of both Parties, FBT may undertake Additional Projects which are outside of the scope of Routine Services on a flat fee or hourly basis as agreed upon by the Law Director and the Mayor. For projects that are billed hourly, FBT will offer a discounted hourly rate as negotiated and agreed upon between the Mayor. Fee arrangements for Additional Projects will be negotiated and agreed upon by FBT and the Mayor.

- b. **Applicable Laws.** FBT shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.

- c. **Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following address:

If to Canal Winchester:
Ms. Amanda Jackson

Finance Director
City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110-1213

If to FBT:
Eugene L. Hollins, Esq.
Frost Brown Todd, LLC
One Columbus, Suite 2300
10 West Broad
Columbus, OH 43215

- d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- e. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by FBT and Canal Winchester. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of FBT's personnel assigned to Canal Winchester's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.

- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.

- j. **Independent Contractor Status.** The Parties agree that services hereunder are provided by an independent contractor, and that no contributions will be made to the public employees retirement system for the services, as addressed in Section 145.038, Ohio Revised Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (B).

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FROST BROWN TODD LLC

CITY OF CANAL WINCHESTER

Eugene L. Hollins, Partner

Michael Ebert, Mayor

0128850.0615530 4819-0021-8449v1

ORDINANCE NO. 17-054

AN ORDINANCE TO AMEND THE CODE OF PERSONNEL PRACTICES

WHEREAS, Council previously passed Ordinance 32-11 adopting the Code of Personnel Practices, which was amended by Ordinance 52-14; and

WHEREAS, it is necessary and appropriate that the Code of Personnel Practices be updated to reflect changes in city practices and policies and labor laws;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Code of Personnel Practices be amended to reflect changes in city practices and policies and labor laws as detailed in Exhibit A and incorporated herein by reference.

SECTION 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

CANAL WINCHESTER

CODE OF PERSONNEL PRACTICES HANDBOOK

Adopted:

12/1/14

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The policies set forth and adopted within this Manual supersede all previous written and unwritten personnel policies of Canal Winchester, Ohio (hereinafter "CW"). Questions regarding the interpretation and application of these policies shall be directed to the Mayor, supervisor, or designee. The policies and procedures set forth herein are to provide employees the appropriate guidelines for the efficient, effective and equitable management of CW. This Manual and these policies do not constitute an employment contract or agreement between CW and any of its employees, nor a guarantee of minimum benefits between CW and any of its employees.

SEVERABILITY CLAUSE

If any article or section of this policy manual or any amendments thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or compliance with or enforcement of any article or section of this policy manual shall be restrained by such tribunal, the remainder of this policy manual and amendments thereto shall not be affected and shall remain in force and effect.

SECTION 1.0: INTRODUCTION

This manual contains the policies for CW. All personnel charged with the responsibility of administering any policy must be thoroughly knowledgeable of its contents. The policies in this manual may be changed periodically. As a result, CW reserves the right to revise, modify, amend or delete any policy, procedure, benefit or regulation as deemed necessary. Updated policies will be issued to all manual holders and communicated to all affected employees. Prior to implementation, employees will be required to review any updated policies and shall sign an acknowledgement indicating that they have received and had an opportunity to review them.

Any references to males contained herein shall apply equally to females.

SECTION 1.1: DEFINITIONS

ABSENT WITHOUT LEAVE - Absence from duty without approval. Any employee absent from duty habitually or for two (2) or more successive duty days, without leave and without notice to the employee's supervisor of the reasons shall be deemed to have voluntarily resigned.

APPOINTING AUTHORITY—The Mayor of Canal Winchester, Ohio.

APPOINTMENT - Designation of a person by the Employer to any position within CW.

CLASSIFICATION - A group of positions that involve similar duties, responsibilities, authority and require similar qualifications so that the same title may be used for each, the same pay range assigned, and the same examination conducted, if required. A class may include only one position in some circumstances.

CLASSIFIED SERVICE – The classified service shall comprise all persons in the employ of CW who are not specifically included in the unclassified service.

CW—The municipality of Canal Winchester, Ohio.

DAY – A calendar day unless specified otherwise.

DUTY—The express tasks required by one's position and those tasks implied by the nature of one's position, including, but not limited to the essential functions listed in the job description for the position.

EMPLOYEE - Any person holding a position by appointment or employment in a classification established by the CW Council.

PROBATIONARY PERIOD – Either the period of time at the beginning of an original appointment or the period of time immediately following a promotion, which constitutes a trial or testing period for the employee. The initial probationary period shall be three hundred and sixty–five days, one year. Promotional probationary period shall be one hundred and eighty days.

PROBATIONARY REMOVAL – The termination of an employee’s employment for unsatisfactory performance during the employee’s initial probationary period.

PROMOTION - The movement from one position to a vacant position which is assigned to a different classification and a higher pay range, or higher salary where pay ranges do not exist. For the purposes of this definition, a higher pay range is determined by comparing the step one rates of the relevant pay ranges.

SEASONAL APPOINTMENT - An appointment where an employee works a certain regular season or period of each year performing some work or activity limited to that season or period of the year.

SUPERVISOR - Any individual who has authority, in the interest of the public employer, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other public employees; to responsibly direct them, or to effectively recommend such action, if the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

TEMPORARY APPOINTMENT – An appointment for a limited period of time, fixed by the Employer, for a period not to exceed one hundred twenty (120) days, unless for reason of illness, sickness or disability.

UNCLASSIFIED SERVICE – All offices and positions which are exempt from all examinations and which provide no tenure under the law are unclassified. Appointment to a position in the unclassified service may be made at the discretion of CW and the incumbent may be removed, suspended or reduced from the position at the pleasure of the appointing authority.

SECTION 1.2: POLICY AMENDMENTS

These policies may be amended, revised or deleted by act of the Legislative Authority. Each employee will receive a copy of the amended, revised or deleted policy prior to its effective date. Such amendments, revisions or deletions shall be made after three readings and shall not be passed as emergency legislation.

SECTION 1.3: CLASSIFIED AND UNCLASSIFIED EMPLOYMENT

- A. All original appointments within the classified service shall be for a probationary period of one year. Promotional probationary period shall be one hundred and eighty days. If the service of the probationary employee is unsatisfactory, the employee may be removed or reduced at any time during the probationary period. A probationary employee duly removed or reduced in position for unsatisfactory service does not have the right to appeal the removal or reduction. Following completion of the probationary period, no classified employees shall be reduced in pay or position, fined, suspended, or removed, or have the employee’s longevity reduced or eliminated, except and for incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of any policy or work rule of CW, any other failure of good behavior, any other acts of misfeasance, malfeasance, or nonfeasance in office, or conviction of a felony.
- B. Employees in the unclassified service are exempt from the competitive examination process and serve at the pleasure of CW. The unclassified positions are: Community Affairs Director; Construction Services Administrator; Development Director; Finance Director; and Public Service Director; Technology Coordinator; Clerk of Council; Planning and Zoning Administrator; Clerk of Court; Streets, Lands and Buildings Superintendent; Water Reclamation Superintendent; Water Superintendent; Urban Forester; Community Center Coordinator; Utilities Billing Clerk; Events and Communications Coordinator; Finance Specialist; Administrative Assistant (Finance Department); and Chief Building Official.

- C. Employees authorized to act for and on behalf of CW, or holding a fiduciary or administrative relationship to the CW council or mayor and employees whose fitness would be impractical to determine by competitive examination shall be in the unclassified service of CW.

SECTION 1.4: VACANCIES: IDENTIFICATION, ANNOUNCEMENT AND APPLICATION

- A. CW shall post, internally for a minimum of seven (7) calendar days, classified position openings it intends to fill on a permanent basis, except in those cases where an employee is eligible for reinstatement from layoff to the vacant position.
- B. During the posting period, any employee wishing to apply for the vacant position shall submit a written notice of interest to the Employer or designee. The Employer or designee shall not be obligated to consider any applications submitted after the close of the posting period. However, CW may consider the applications of employees who were on a previously scheduled vacation during the posting period.
- C. The Employer may consider applicants from internal or external sources at the Employer's discretion. If the Employer elects to consider applications from both current employees and outside applicants, the Employer or designee shall publicly announce by appropriate means all promotional vacancies to be filled and shall maintain a list of announced vacancies for public inspection.

SECTION 1.5: BASIS FOR SELECTION

- A. All appointments to positions in the classified service shall be made according to merit and fitness, which shall be determined, as far as practicable, by competitive examination. As noted in the Rules of the Personnel Board of Review, an examination may include an evaluation of such factors as education, training, capacity, knowledge, manual dexterity, and physical or psychological fitness. An examination shall consist of one or more tests in any combination. The Employer shall determine the method of competitive examination, whether written, oral, physical, demonstration of skill, or an evaluation of training and experiences and shall be designed to fairly test the relative capacity of the persons examined to discharge the particular duties of the position for which appointment is sought.
- B. All qualified employees applying for the position may be interviewed by the Employer or designee, or the Employer may limit the number to be interviewed based on applicant responses to the job posting and the qualifications listed in the application.
- C. No immediate family member (parents, grandparents, grandchildren, children, spouse, siblings and any person related by blood or marriage and residing in the same household) shall be the direct or indirect supervisor of another immediate family member. Council rules do not permit an elected official of CW to use the authority or influence of his or her position to secure employment of any immediate family member. In addition, Department Heads are prohibited from the same. CW will not hire as full-time, part-time, intermittent or seasonal employee any immediate family member of an elected official of CW. Additionally, family members will not be hired if it creates a conflict of interest between the employee and the relative or CW. Similarly, no family member will be hired if it could result in a conflict of interest. Temporary employees are excluded from this restriction.

Additionally, an employee is not permitted to work in a position where a supervisor, or any person in the chain of organizational command, is a relative. If such a situation is created through promotion, transfer or marriage, one of the affected employees must be transferred or separated. If

two employees marry, they will be subject to the same rules above, unless Ohio law or judicial decisions dictate otherwise.

Ohio Rev. Code 102.03 and 2921.42 render it unlawful for a public official to use her influence to obtain a benefit, including a job for a family member. All employees are reminded that a violation of either of these statutes could result in criminal prosecution and/or disciplinary action.

SECTION 1.6: PROMOTION AND TRANSFER

- A. Promotion and transfer opportunities may be offered to eligible CW employees. CW may limit a selection process to eligible employees, or may allow such employees preference in application and/or consideration, to the extent such is permitted by CW's merit system practice.
- B. To be considered for promotion and/or transfer opportunities, employees must meet the minimum qualifications of the position as set forth in the Classification Plan established by CW, must have completed one year of employment with CW, and must not be under disciplinary action. Factors to be considered for promotions include an employee's completion of required training courses, annual performance evaluation ratings, overall performance, the employee's attendance record, and any job-related testing prescribed by the Employer.
- C. Employees of any division who are promoted within the division shall be entitled to have their years of service within the division taken into account as a positive factor in determining placement in the pay scale established by CW.

Employees who transfer to another division or are promoted to a division other than the one in which they currently work shall be placed in the pay scale at the salary which most closely corresponds, but is not less than, the employee's current salary.

- D. No employee shall be required to take a cut in pay to secure a promotion or transfer opportunity, unless the employee's salary is higher than the highest salary in the pay scale established for the job by CW. In that case, the employee shall be placed at the highest salary established by CW in the pay scale for that job.
- E. Promoted employees will be required to serve a probationary period in their new position. Employees failing their probationary period following appointment may be demoted to their prior position, if possible, or removed.
- F. An employee who is promoted within a classification series will receive an appropriate salary adjustment in the salary range as determined by the appointing authority.
- G. When an occasion arises that creates an absence of a senior class employee for an extended period of time, a temporary appointment may be made. The temporary appointment may not continue longer than one hundred twenty days, and in no case shall successive temporary appointments be made. A temporary appointment longer than one hundred twenty days may be made if necessary by reason of sickness, disability, or other approved leave of absence of regular officers or employees, in which case it may continue during the period of sickness, disability, or other approved leave of absence, subject to the rules of the employer. While serving in a temporary appointment, employees will be at the bottom of the pay range of the temporary appointment, or receive their current rate. However, CW may make an appropriate salary adjustment in the salary range as determined by the appointing authority.

SECTION 1.7: EMPLOYEE STATUS

- A. All employees of CW shall be categorized as full-time, part-time, temporary, seasonal or intermittent.
1. Full-time employee - an employee who is regularly scheduled to work 40 hours per week or on the standard full-time workweek as designated by the Employer.
 2. Part-time employee - an employee who is regularly scheduled to work less than 40 hours per week, or less than full-time as designated by the Employer.
 3. Temporary employee - an employee who works in a position which is of a non-permanent nature (full-time, regular part-time), which has a specified duration of time. (In most situations, the time frame will not exceed one hundred twenty days.)
 4. Intermittent employee - an employee who works on an irregular schedule which is determined by the fluctuating demands of the work and is generally not predictable. Such employees are in the unclassified service and serve at the pleasure of CW. (In most situations the time frame will not exceed one thousand hours per year.)
 5. Seasonal employee - an employee who works a regular season or period of each year performing some work or activity limited to that season or period of year.
- B. Full-time permanent employees shall be entitled to all benefits as provided by CW. Part-time, temporary, seasonal and intermittent employees shall be entitled to only those benefits which are specified in this manual.

SECTION 1.8: MEDICAL EXAMINATIONS/DRUG AND ALCOHOL POLICY

A. MEDICAL EXAMINATIONS

A physical and mental examination by a qualified physician may be required by the Employer upon the conditional offer of appointment or promotion, to ensure that selected job applicants are physically and mentally able to perform the essential job functions of the position for which they are applying. Such examination will include drug/alcohol testing and any job related examinations. Existing employees may also be required to submit to a physical and/or mental examination if needed to verify fitness to perform the essential job functions of the position. No medical examination, except screening for use of illegal drugs, will be conducted until after CW has made the applicant a conditional offer of employment.

The Employer shall select the physician to administer the examination and shall pay the cost. Applicants may obtain a waiver of the medical examination requirement for religious opinion or affiliation.

Any applicant requesting a waiver of the examination requirement shall submit a written affidavit from a qualified physician describing his or her state of health at the time of employment.

Current CW employees may be required to submit to a regularly scheduled medical examination during their period of employment with CW. Such an examination is intended to ensure that the incumbent continues to be physically and mentally able to perform the essential duties of his or her position. In such instances, the Employer shall inform the incumbent in writing of the examination

requirement, the physician who will conduct the examination, and the time and date of the examination. The Employer shall assume the cost of such required examinations. The employee shall be responsible for attending the examination, and shall cooperate with the physician in order that the report of examination may be delivered to the Employer. In the event the employee elects to choose a physician other than the Employer's physician to complete the physical examination, cost incurred for conducting the physical examination will be at the employee's expense. Employees who refuse examination or fail to cooperate may be subject to disciplinary action, including termination for refusal to attend required examinations.

An employee may be disqualified from holding a position with CW if it is determined that the individual is unable to perform the essential duties of the position sought or held. Prior to disqualification or termination, the Employer will consider whether a reasonable accommodation can be made which would enable the individual to perform the essential duties of the position. If it is determined that an employee must be separated due to a disability, such employee may request a hearing before the Personnel Board of Review.

CW will provide or pay for regular medical examinations for employees who may be exposed to contagious diseases while performing duties for CW. Upon written request, CW shall reimburse insurance costs incurred by an employee for contagious disease testing.

B. DRUG AND ALCOHOL POLICY

Alcoholism and drug addiction are treatable diseases. Therefore, employees who believe that they may have an alcohol or drug addiction problem are encouraged to seek professional treatment and assistance. No employee who seeks such treatment or assistance prior to detection will have his job security, promotional opportunities, or other job conditions jeopardized by a request for treatment. The individual's right to confidentiality and privacy will be recognized in such cases. The CW will reasonably accommodate a recovering employee's alcohol or drug addiction in accordance with federal and state law.

Treatment pursuant to this accommodation policy will not result in any special regulations, privileges, or exemptions from standard administrative procedures, practices, or policies including disciplinary action. The CW may take disciplinary action for any violations of work rules, regardless of the effect of alcohol or drug abuse. Nothing in this policy shall be construed to condone or exonerate employees from their misconduct or poor performance resulting from a drug or alcohol problem.

The CW maintains a drug and alcohol free workplace¹ in order to eliminate the inherent risks and liability to the CW, the affected employee, co-workers and the public. Employees are hereby notified that the manufacture, distribution, dispensing, possession, use or being under the influence of alcohol, drugs or other controlled substance is strictly prohibited during working hours at any location where employees are conducting CW business. Also prohibited is the illegal use of legal substances.

¹ As set forth in detail in paragraph B5 (Zero Tolerance) below, medical marijuana use as authorized by state law is not exempted from the CW's drug and alcohol free workplace policy, constitutes a violation of this policy, and employees are subject to discipline up to and including discharge for any violation of this policy, including use of medical marijuana.

In order to further the CW's objective of maintaining a safe, healthful, and drug-free workplace, the CW may require an employee to submit to a urine and/or blood test if there is reasonable suspicion to believe that an employee is under the influence of a controlled substance or alcohol. Refusal to submit to a drug or alcohol test and/or to release the results of the same shall be considered insubordination and will be construed as a positive test result.

Employees are put on notice that an employee who is under the influence of drugs or alcohol may forfeit their right to obtain workers compensation benefits. The law establishes a rebuttable presumption that if an injured worker tests positive for the use of drugs or alcohol, the worker will have to prove the use of drugs or alcohol did not cause the accident. A refusal to test for the use of drugs or alcohol will also establish the presumption. Employees who are involved with a workplace accident may be required to undergo drug and/or alcohol testing in accordance with this policy.

1. Definitions:

- (a) Controlled Substance - means any controlled substance contained in Schedules 1 through V of Section 202 of the Controlled Substance Act (21 USC 812; or as defined in 3719.01 O.R.C.).
- (b) Conviction - means any finding of guilt, including a plea of *nolo contendere* (no contest) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
- (c) Criminal drug statute – when an employee is convicted of or pleads guilty to a drug statute conviction as defined by 3719.01 et seq. O.R.C.
- (d) The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee which takes place in whole or in part in the employer's work place is strictly prohibited and will result in criminal prosecution and employee discipline which may include termination from employment.
- (e) Any employee convicted of any Federal or State criminal drug statute must notify the employer of that fact within five (5) calendar days of the conviction.
- (f) Any employee who reports for duty in an altered or impaired condition which is the result of the illegal use of controlled substances and/or alcohol will be subject to disciplinary action. Any decision to take disciplinary action may be held in abeyance pending the completion by the employee of a drug rehabilitation program.
- (g) Any employee convicted of a drug or alcohol offense, who fails to report the conviction as required by the above, will be:
 - (i) Terminated from employment;

- (ii) held civilly liable for any loss of federal funds resulting from the failure to report the conviction.

2. The Drug/Alcohol Testing Policy

- (a) In order to maintain a safe and healthful work environment, CW reserves the right to set standards for employment and to require employees to submit to physical examinations including blood or urine tests for alcohol, illegal drugs, or the misuse of legal drugs where there is reasonable suspicion that an employee's work performance is, or could be, affected by the condition.
- (b) Where CW has a reasonable suspicion to believe that the employee is in violation of this policy, it may require the employee to go to a medical clinic, at CW's expense, to provide blood and/or urine specimens. For purposes of the above, "reasonable suspicion" shall generally mean suspicion based on personal observation by a CW representative, including descriptions of appearance, behavior, speech, breath, or inexplicable behavior.
- (c) If requested, the employee shall sign a consent form authorizing the clinic to withdraw a specimen of blood or urine and release the test results to CW. Refusal to sign a consent form or to provide a specimen will constitute insubordination and a presumption of impairment and may result in discharge.
- (e) Any employee who tests positive, may request retesting of the original specimen at their own expense.
- (g) Employees who test positive for illegal substance abuse or misuse of legal drugs and/or alcohol may be offered rehabilitation through CW Employee Assistance Program. Any costs related to the rehabilitation shall be paid by the employee. Employees must take any available accumulated, paid, or unpaid leave during their absence. Failure to fully participate in or successfully complete such a rehabilitation program may result in disciplinary action.
- (h) Employees who return to work after the successful rehabilitation will be subject to random drug tests for a period of two years from the date of their return.
- (i) Employees subject to random drug tests who refuse to participate in the drug/alcohol testing and/or rehabilitation program or who continue to test positive for substance abuse will face additional disciplinary actions, up to and including removal.
- (j) Any employee involved in an accident may be subject to post accident alcohol and drug/alcohol testing.
- (k) Employees who are required to hold a commercial driver's license (CDL) will be required to participate in CW's drug and alcohol testing program as required by federal law which includes pre-employment testing, post-accident testing, random testing, reasonable suspicion testing, and return-to-work testing. Policies and

procedures for these programs will be consistent with federal law and will be made available to employees required to hold CDLs and their supervisors.

3. Discipline

The CW may discipline an employee, for any violation of this policy. Nothing herein shall be construed as a guarantee that the CW will offer an opportunity for rehabilitation. Failure to successfully complete or participate in a prescribed rehabilitation program, if offered, shall result in the employee's discharge [including a refusal to test or a positive test result on a return to duty or follow-up test]. No employee shall be provided more than one opportunity at rehabilitation. The CW's decision whether to discharge an employee shall be made on the basis of the circumstances surrounding the employee's positive drug or alcohol test and considerations such as any other misconduct resulting from the employee's substance abuse (e.g. injury, property damage, etc) the employee's work record, and other factors traditionally considered when determining whether to retain an employee.

4. Refusal to Test

Employees who refuse to submit to the required testing shall be subject to disciplinary action up to and including discharge. A refusal to test for purposes of this policy shall include:

1. Failure to provide a sufficient sample provided there does not exist a valid medical explanation as to why the employee was unable to do so;
2. Any conduct that attempts to obstruct the testing process such as unavailability, leaving the scene of an accident without proper authorization, delay in providing a sample, adulterating, substituting or attempting to adulterate or substitute a specimen during the testing process, regardless of whether such attempt results in a negative or positive diluted sample;
3. Failure to execute or release forms required as part of the testing process.

5. Zero Tolerance

CW has a zero-tolerance policy for employees who are under the influence of illegal drugs or alcohol while at work. Employees who are using marijuana with a valid doctor's recommendation or authorized by Ohio law are not exempt from this policy in any way. The use of marijuana with or without a valid recommendation or as authorized by law will be treated the same as the use of all other illegal drugs or the abuse of legal drugs and may result in the employee's termination.

Employees are advised of the following:

1. CW does not permit or accommodate an employee's use, possession, or distribution of medical marijuana;
2. CW may refuse to hire or may discharge, discipline or take other action against an individual because of that person's use, possession, or distribution of medical marijuana;

3. An employee who tests positive for or refuses to submit to a drug test may be disqualified for compensation and benefits under the Ohio Workers' Compensation Act;
4. Because use, possession or distribution of marijuana is a violation of the Drug-Free Workplace Policy, employees who are discharged for those reasons will be considered to have been discharged for just cause for purpose of unemployment compensation or other post-termination pay or benefits.

SECTION 1.9: SENIORITY

Seniority is defined, for the purposes of this manual, as the full-time, uninterrupted length of continuous service with CW. Part-time service with CW shall not be calculated into a full-time service equivalent, unless required by law. An authorized leave of absence does not constitute a break in service and seniority time continues to accumulate during the term of the leave, provided that the employee complies with rules and regulations governing his or her leave of absence, and that the employee is reinstated from the leave.

SECTION 1.10: DISCIPLINE

Employee discipline shall be consistent with the Personnel Board of Review of CW. Specifically, the Board of Review states: Every officer or employee in the classified service of the City shall hold their position during good behavior and efficient service. No employee may be reduced in pay or position, suspended (paid or unpaid) or removed, except for incompetency, inefficiency, immoral conduct, dishonesty, conviction of a felony, drunkenness, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, violation of a policy or work rule of the City, abuse of authority, repeated failure to meet personal financial obligation, acts of misfeasance, malfeasance or nonfeasance, the conviction of a felony or for any other just and reasonable cause as determined by the Board.

Employees still serving their probationary period are considered unclassified employees and serve at the pleasure of their Appointing Authorities. As such, persons in their probationary period who are reduced, removed, or suspended have no right to appeal to the Board.

Prior to the imposition of discipline which may result in a loss of pay or working suspension, the employee shall be afforded a pre-disciplinary conference, except that an employee may be suspended without pay pending a hearing where the charges are theft, embezzlement of public funds, being under the influence of, or the use of alcoholic beverages or abusive drugs during work hours, or physical violence.

When an employee in the classified service is to be disciplined, the Appointing Authority or designee shall have the charges against the employee reduced to writing and served on the employee. A pre-disciplinary conference with the City, or designee, shall be held within forty-eight (48) hours of the service of charges upon the employee, unless a mutually agreeable extension is made.

The employee shall have the right to be represented at the pre-disciplinary conference by a designated representative who shall have the right to attend any hearing held. The employee shall have the right to respond to the allegations of misconduct either verbally or in writing; have another respond to the allegations either verbally or in writing; provide no response; or waive the pre-disciplinary conference.

In case of a removal, reduction in pay or position, or suspension of 24 hours or more for employees exempt from overtime pursuant to the Fair Labor Standards Act (FLSA) or of 40 hours or more for employees non-exempt from overtime pursuant to the FLSA, the City shall serve on the employee, personally or by certified

mail, at the last known address of such employee, a written statement concisely setting forth the reasons for which the employee is removed, reduced, or suspended and the duration of any such suspension. The employee may appeal to the Board in writing within (10) calendar days from the date such written statement is served upon them.

When notified of an employee's appeal, the City shall transmit to the Board a copy of the written statement sent to such employee, together with a statement of the time and manner of service thereof. The Board shall hear the employee's appeal within thirty (30) days from the filing of the appeal with the Board and may affirm, disaffirm, or modify the judgment of the City issuing such order and the Board's judgment in the matter shall be final except as otherwise provided by law.

In an appeal of a removal based upon a "last chance agreement" between the City and the employee, the only issue in which the Board may render a decision is whether the employee violated the last chance agreement. The Board may only affirm or disaffirm the judgment of the City. If it is determined that the last chance agreement was violated, the Board may not modify the discipline issued pursuant to the last chance agreement.

An employee wishing to leave City service in good standing shall file a written resignation with their department and /or division head at least two (2) weeks in advance. Failure to comply with this requirement may result in denial of future employment with the City.

The acceptance by the City of the resignation of a person discharged, before the final action by the Board, will be considered a withdrawal of the charges. Notice of the employee's resignation shall be submitted immediately to the Board which shall be entered in the Board's records.

Principles of Progressive Discipline:

The City practices progressive discipline beginning with informal counseling. Formal discipline with notation in the employee's personnel file includes:

- a) One or more oral reprimand (s)
- b) One or more written reprimand (s)
- c) One or more suspension (s)
- d) Termination

All records relating to oral and/or written reprimands will cease to have any force and effect and will be removed from an employee's personnel file twelve (12) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past twelve (12) months. Records of other disciplinary action will be removed from an employee's file under the same conditions as oral/written reprimands after twenty-four (24) months if there has been no other discipline imposed during the past twenty-four months.

SECTION 2.0: ETHICS

The proper operation of a democratic government requires that actions of public officials and employees be impartial, that government decisions and policies be made through the proper channels of governmental structure, that public office not be used for personal gain, and that the public have confidence in the integrity of its government. Ohio Revised Code Sections 102.03 and 2921.42 prohibit public employees from using their influence to benefit themselves or their family members. In recognition of the above-listed requirements, the following Code of Ethics is established for all CW officials and employees:

- 1) No employee shall use his official position for personal gain, or shall engage in any business or shall have a financial or other interest, direct or indirect, which is in conflict with the proper discharge of his official duties.
- 2) No employee shall, without proper legal authorization, disclose confidential information concerning the property, government or affairs of CW, nor shall s/he use such information to advance the financial or other private interest of him or herself or others.
- 3) No employee shall accept any valuable gift, whether in the form of service, loan, item or promise from any person, firm or corporation that is interested directly or indirectly in any manner whatsoever in business dealings with the City; nor shall an employee accept any gift, favor or item of value that may tend to influence the employee in the discharge of his duties or grant, in the discharge of the employee's duties any improper favor, service or item of value.
- 4) No employee shall represent private interests in any action or proceeding against the interest of the City in any matter wherein the City is a party.
- 5) No employee shall engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his official duties or would tend to impair his independent judgment or action in the performance of his official duties. Neither shall other employment, private or public, interfere in any way with the employee's regular, punctual attendance and faithful performance of his assigned job duties.

Any employee having doubt as to the applicability of these provisions should consult his supervisor or Department Head. Any employee offered a gift or favor, who is not sure if its acceptance is a violation of the Code of Ethics, should inform his supervisor of the gift offer. The supervisor will make a decision or will refer the individual to the Prosecutor's Office. No employee will accept from any contractor or supplier doing business with CW, any material or service for the employee's private use.

State law prohibits CW employees and officials from having a financial interest in companies that do business with public agencies, with minor exceptions. Employees who have any doubt concerning a possible violation of these statutes are advised to consult an attorney.

SECTION 2.1: PERFORMANCE EVALUATION

- A. Each CW employee normally will receive an annual performance evaluation from the Employer or his designee for the period January 1 through December 31. Special evaluations may be made if authorized by the Employer or designee. New or newly promoted employees will be evaluated following six months (mid-probation evaluation) of service and one year of service (final probation evaluation).
 1. The mid-probation evaluation will be used for the annual evaluation if the employees' hire or promotion date was after April 1.

2. The final probation evaluation will be used for the annual evaluation if the employees' hire or promotion date was prior to April 1.
- B. Salary raises will be given in accordance with a merit pay system. Percentage of increase for the ensuing year will be recommended by the Council Committee prior to the beginning of each fiscal year. Council shall have the authority to differ from these practices. Both the evaluation and the percentage of salary increase for each employee will have the approval of the Employer. Salary raises for new employees will be pro-rated based on their hire date. If the date of hire is October 1 or after, the employee will not be eligible for an annual salary raise until the next annual evaluation period.
 - C. Each employee shall be provided a copy of his or her performance evaluation. The supervisor shall discuss the report with the employee and shall counsel the employee regarding any improvement in performance which appears desirable or necessary. Employees will be required to sign the performance evaluation indicating that they have received the evaluation and are aware of its comments. The employee at the time of his evaluation may request to discuss the findings of his performance evaluation with his supervisor first, then the Department Director and the Appointing Authority, or both.
 - D. It may be necessary to administer employee performance evaluations periodically throughout the year. These instances will be handled in the same manner as the annual performance evaluation.

SECTION 2.2: TRAINING

Employees may be required to attend job-related training programs, courses, workshops, and seminars. If such training is required by the Employer or designee, the reasonable expenses for training costs and expenses actually incurred by the employee may be paid by CW upon presentation of receipts and other related documentation. A satisfactory certificate of completion for training shall be required before reimbursement can take place.

SECTION 2.3: PAY PERIOD

- A. All employees will be paid every two (2) weeks. Adjustments in pay periods may be made for leap years.
- B. The pay period is two (2) weeks long. The pay period starts at 12:01 a.m. on Monday and ends at 12:00 midnight on the second Sunday following. Records of hours worked and/or edits to such records must be turned in to the Employer during regular business hours on the designated day so that payroll can be prepared by the Finance Director.

SECTION 2.4: OVERTIME

- A. Non-exempt employees shall be entitled to overtime compensation at one and one-half (1½) times their regular rate of pay for all hours actually worked in excess of 40 hours during any work week. Employee overtime must be authorized by the Mayor or Department Head in advance of the overtime being worked, unless emergency circumstances require an employee to be called in without prior approval of the Mayor or Department Head. Scheduled overtime will be guaranteed a minimum of thirty (30) minutes work time. Scheduled overtime, which is subsequently canceled for any reason, shall not entitle the employee to overtime compensation.

- B. For purposes of this section, paid sick leave, vacation, holiday and other approved paid leave time shall be considered hours actually worked. Time spent traveling where overnight stay is not required during the workday shall be considered hours actually worked for the purposes of calculating overtime; time spent overnight on official CW business shall not be considered hours actually worked for the purposes of calculating overtime.
- C. Upon the written request of the employee and with the approval and agreement of the employees' department manager, and in lieu of overtime pay, non-exempt employees may request in writing to be granted compensatory time for the hours worked in excess of forty (40) hours per week. For every one (1) hour of time worked on overtime, a non-exempt employee shall be granted one and one-half (1 ½) hours of compensatory time. Newly accrued compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.
- D. The following positions within CW shall be exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA"): Community Affairs Director, Construction Services Administrator, Development Director, Finance Director, Public Service Director, Planning and Zoning Administrator, Technology Coordinator, Streets, Lands and Buildings Superintendent, Urban Forester, Water Reclamation Superintendent Water Superintendent, , Finance Specialist, and Chief Building Official. Additional positions may also be exempt from the overtime provisions of the FLSA due to the job duties of the position.
- E. Exempt employees are exempt from the payment of overtime. While these employees are not eligible for overtime, they are eligible for schedule adjustments as authorized by the Department Head. Scheduled committee and/or council meetings are paid hour for hour for exempt employees with a guaranteed minimum of thirty (30) minutes.
- F. At the discretion of the Employer, in lieu of overtime pay, exempt employees may request in writing to be granted compensatory time for the hours worked in excess of forty (40) hours per week. For every one (1) hour of time worked on overtime, an exempt employee shall be granted one hour of compensatory time. The compensatory time account for exempt employees will have a maximum capacity of eighty (80) hours which must be used by the end of the calendar year. Newly accrued compensatory time is not available for use until it appears on the employee's earnings statement and on the date the funds are made available.
- G. When an employee is required to work on one of the observed holidays, such employee shall receive his or her usual rate of compensation plus additional compensation for each hour actually worked at the rate of one and one-half (1½) times his or her usual rate of pay. The additional compensation shall not be considered in determining any employee's regular rate of pay for purposes of calculating overtime compensation which may accrue in such workweek (i.e. pyramiding of overtime is not permitted)

By way of illustration, the appropriate calculation for an employee with a usual rate of pay of \$10.00 per hour is as follows:

<u>Worked 5 hours on a holiday</u>			
Holiday pay	8 hours @	\$10.00/hour	\$ 80.00
Overtime	5 hours @	\$15.00/hour	<u>\$ 75.00</u>
			\$155.00

- H. Compensatory time for nonexempt employees will be paid at separation.

SECTION 2.5: ON-CALL DUTIES

- A. Certain positions as designated by the Employer will be on an on-call status through use of cell phones and home phone numbers. An employee who is on an on-call is required to have his/her cell phone on at all times, even when at home, in order to be reached in case of an emergency. If an employee on an on-call status is directed to perform his or her duties, then such employee shall report to work promptly, but in no event later than within one (1) hour of being called.
- B. Employees assigned to an on-call status are free to pursue their own activities and the only stipulation is that they be available for on-call duties, as required. They will not be compensated for any time not spent until actually responding to a call during the on-call status period. If an employee on an on-call status is directed to perform his duties, then he will be compensated for all time spent performing his duties from the time he leaves his home or other location to the directed area assigned until he returns to his home. The employee is expected to leave his home or previous location and proceed directly to the area assigned and return to his home immediately and without stopping.
- C. Non-exempt employees who are called in and required to work hours outside of their regularly scheduled hours of work shall be paid a minimum of two (2) hours pay at one and one-half (1½) times their hourly rate of pay or actual hours worked, whichever is greater, unless such call-in occurs on a holiday. All additional hours worked beyond the above two (2) hour call-in minimum will be compensated for at the usual overtime rate of pay. There shall be no pyramiding of on-call pay or on-call time. Additionally, employees called-in to work outside their regularly scheduled work hours may be required to work on behalf of the Employer for the duration of their call-out pay.
- D. Prescheduled work and meetings are not considered as part of the on-call hours.

SECTION 2.6: LONGEVITY PAY

Longevity pay applies to full-time and part-time employees. Longevity pay is to be paid in an employee's paycheck for the pay period which includes December 1st. Employees shall be entitled to longevity pay as of each December 1st following their fifth anniversary date with CW according to the following schedule:

5-9 full years of continuous service with CW.....	\$200.00
10-14 full years of continuous service with CW.....	\$400.00
15-19 full years of continuous service with CW.....	\$600.00
20-24 full years of continuous service with CW.....	\$800.00
25 or more full years of continuous service with CW	\$1,000.00

Special Provisions: If an employee quits or is terminated prior to December 1, he is not eligible to receive longevity for that calendar year. That is to say that the employee must be working with CW during the pay period that includes December 1.

SECTION 2.7: RETIREMENT PLAN

All employees of CW are required by law to participate in the Ohio Public Employees Retirement System. This plan is entirely independent of the Federal Social Security System. Information on this retirement plan may be obtained by contacting the Finance Director or designee. If employees should have any further questions regarding the benefits available under this plan, they may contact the following:

Public Employees Retirement System
277 East Town Street
Columbus, OH 43215
(614) 466-2085

SECTION 2.8: P.E.R.S. PICK-UP

- A. The total amount of the employees' statutorily-required pension contribution shall be withheld from the gross pay of each full-time employee and shall be assumed and paid by CW. This payment is paid in lieu of contributions by each employee within CW. No employee subject to this contribution shall have the option of choosing to receive the statutorily required contribution directly instead of having it "picked-up" by CW or of being excluded from the "pick-up".
- B. The "pick-up" provided herein applies to all full-time employees who are contributing members. For the purposes of this section, a full-time employee is a person who performs work for CW in accordance with an established working time, but not less than twenty (20) hours per seven (7) consecutive calendar days for fifty-two (52) consecutive seven (7) day periods annually.
- C. The Finance Director or designee will implement all procedures necessary in the administration of the pay of all full-time employees to effectuate the withholding of the statutorily-required contributions, so as to enable them to obtain the resulting federal and state tax deferments.

SECTION 2.9: WORKERS COMPENSATION

State law provides that every CW employee is eligible for Workers Compensation for injuries arising out of or in the course of his or her employment. Guidelines for administering Workers Compensation are set forth below.

- A. Should an employee be injured during the course of employment with CW, his or her supervisor shall notify the HR Coordinator and shall complete an Incident Report Injury Form and an accident report. Both forms shall be completed, regardless of the apparent seriousness of the injury, and regardless whether medical attention is required. Such report shall be forwarded to the Employer or designee no later than forty-eight (48) hours after the accident.
- B. Should an employee's injury require medical attention, the employee will be provided with the First Report of Injury (FROI) which shall be completed by the employee, employer and the attending physician. This completed report should be forwarded to the HR Coordinator at the earliest possible date. CW reserves the right to provide a physician for all work-related injuries.
- C. In the event of serious injury, the injured employee's supervisor shall notify the Employer or designee immediately so that, if necessary, an investigation may be initiated.
- D. Workers Compensation forms shall be completed by the HR Coordinator for the purpose of initiating compensation claims for injured employees. If possible, the injured employee shall meet with HR Coordinator at a mutually agreeable time, to assist in completing the form. When

necessary, HR Coordinator shall visit the employee in his home or in the hospital to initiate the claim.

- E. The Employer or designee must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for keeping the Employer or designee updated as to their medical status and their expected date of return.
- F. Any documents received from the injured employee, his or her physician, hospital, or the State, regarding Workers Compensation claims must be immediately forwarded to the Human Resources Coordinator.
- G. Employees who are injured in the line of duty and must leave work before completing their work period shall be paid at their regular rate of pay for the balance of time left in their scheduled workday.
- H. An injured employee may elect to use accrued sick leave and vacation leave prior to receiving payments from Workers Compensation. Employees are prohibited, however, from receiving payment for injury leave, vacation leave, or sick leave while simultaneously receiving payment from Workers Compensation.

SECTION 3.0: EXPENSE REIMBURSEMENT

Employees of CW are to receive reimbursement for expenses incurred if required to travel on official CW business. Employees are eligible for expense reimbursement only when travel has been authorized in writing by the Employer. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking and Tolls

1. Employees shall attempt to secure a CW vehicle to attend authorized training or to conduct CW business. If a CW vehicle is not available, employees shall be reimbursed for actual miles, while on official CW business, at the standard rate of allowance permitted by the Internal Revenue Service when using a personal vehicle. Such payment is considered to be total reimbursement for all vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only the individual whose personal vehicle is used when two or more employees travel on the same trip, in the same vehicle.
2. Charges incurred for parking at the destination, and any highway tolls are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.
3. No expense reimbursements are paid for travel between home and office, unless travel between home and the official destination is less than between the office and official destination. In that case, expense reimbursements are paid between the home and the official destination.

B. Overnight Travel

When able, employees shall attempt to put travel expenses (lodging, transportation, meals, etc.) on a City credit card. In instances where this is not possible, the following policy shall apply:

1. Meals

- a. An employee shall be entitled to receive reimbursement for meals when travelling overnight on CW business. The amount will be paid for meals that are not already included in the registration and/or lodging accommodations regardless if the employee chooses to attend the meal.
- b. Employees can be reimbursed for actual expenses incurred or using per diem amounts in accordance with the Federal Continental United States (CONUS) which identify per diem rates by geographic location. If the employee's destination is not specifically listed, the standard CONUS rate applies. Employees who chose to request reimbursement for actual expenses incurred must submit itemized receipts to receive reimbursement. Under no circumstances will reimbursement be given for alcohol purchases. No receipts are required when receiving reimbursement under the per diem method.

2. Lodging

- a. Expenses covering the actual cost of overnight lodging will be reimbursed in full when an employee travels out of CW on official CW business and such travel requires an overnight stay (75 miles or greater from CW offices). Employees shall ensure a government rate is secured when available and state sales tax is not included.
- b. Lodging expenses will be reimbursed only with the prior written authorization of the Employer or designee. In obtaining prior authorization, employees shall provide the name of the hotel and expected cost.

3. Transportation

- a. Employees traveling within a drivable distance on official CW business shall follow Section 3.0(A) for reimbursement requests.
- b. When travel by air or other carrier is necessary, employees shall secure the best available rate. Employees shall not use personal reward programs, frequent flyer memberships, etc. to earn rewards when traveling on official CW business.
- c. In instances where a rental car is necessary, reimbursement will be granted for a car type that is reasonable for the location, number of travelers, etc. Reimbursement will not be granted for luxury vehicles or rentals deemed unnecessary at the discretion of the Employer.

4. Incidental Expenses

- a. Employees will be reimbursed for reasonable incidental expenses defined as fees and tips given to porters, baggage carriers, hotel staff and staff on ships.

C. Daily Travel

For travel that does not require an overnight stay, reasonable expenses incurred for meals while on official CW business will be reimbursed at actual cost with the approval of the Employer.

D. The Employer may provide, in advance, at its discretion, for the cost of training, meals and travel expenses.

E. The Employer shall establish regulations and monthly reimbursement rates for certain exempt employees who are regularly required to use private automobiles on CW business.

SECTION 3.1: HEALTH CARE PLAN

Each eligible employee is granted the opportunity to join the CW health care plan, as provided as a fringe benefit by CW from time to time upon such terms and conditions as set forth by the appointing authority. Healthcare plan may include health, prescription, dental, vision, and life insurance coverage as well as an employee wellness program. Details of CW current health care plan are available from the Public Service Director or the Human Resources Coordinator.

SECTION 3.2: HOLIDAYS AND PERSONAL LEAVE

A. All full-time employees are entitled to the following holidays:

- New Year’s Day.....First day of January
- Martin Luther King, Jr. Birthday Third Monday of January
- President’s Day Third Monday of February
- Good FridayFriday before Easter
- Memorial DayLast Monday in May
- Independence Day.....Fourth day of July
- Labor DayFirst Monday in September
- Veterans Day..... 11th day of November
- Thanksgiving DayFourth Thursday in November
- Day after Thanksgiving DayFriday after Thanksgiving Day
- Christmas Day.....25th day of December
- Any other day proclaimed as a holiday by the Mayor, Governor of Ohio, or the President of the United States.

B. If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday.

C. In observance of each authorized holiday, full-time employees will normally be granted the day off from work with pay. Employees assigned to a twenty-four (24) hour or seven (7) day per week operation will be expected to work holidays when so scheduled. Part-time employees will be granted a half day off from work with pay if the holiday falls on their regularly scheduled work day.

D. If a holiday occurs while an employee is on vacation, such vacation day will not be charged against his or her vacation leave.

E. Personal Leave - In addition, each full-time employee is entitled to two (2) personal days off with pay per year. Personal days are scheduled in accordance with workload requirements of the

individual department or office and departmental seniority. The use of personal days is subject to the prior approval of the Department Head, or designee. Personal day requests must be made in writing and submitted at least one (1) day in advance of the proposed starting date for requests of 16 hours or less. Employees hired on or after July 1 shall be entitled to one (1) personal day during their first year of service with CW. Personal days may not be carried forward and are forfeited if not used in the year in which they were earned. Personal leave shall be taken in one-half (1/2) hour increments.

SECTION 3.3: VACATION

- A. Full-time, twelve (12) month employees of CW are eligible for paid vacation leave according to the following eligibility guidelines:

<u>Years of Service</u>	<u>Vacation Days (max per year)</u>	<u>Accumulation per pay period</u>
1-6 years	12 days	3.69 hours
7-14 years	18 days	5.54 hours
15-24 years	22 days	6.77 hours
25+ years	27 days	8.31 hours

- B. Upon written request and for good cause shown, employees may be permitted to use accrued, but unused vacation after six (6) months service. Such requests will be considered on a case-by-case basis and subject to the discretion of CW.
- C. Vacations are scheduled in accordance with workload requirements of the individual department or office and departmental seniority. For this reason, it is essential that vacation requests be made in writing and submitted (a) at least one (1) week in advance of the proposed starting date for vacation requests of more than 16 hours, or (b) at least one (1) day in advance of the proposed starting date for vacation requests of 16 hours or less.
- D. Vacation leave is earned while in paid status to the maximum amounts outlined above, but additional vacation leave is not accrued through the accumulation of paid overtime. Vacation leave is not earned while an employee is in a no-pay status (leave of absence, disciplinary suspension, etc.)
- E. At the end of the last pay period of the year, an employee can carry over a maximum total of one and one-half (1½) times the number of regular vacation days to which he is entitled, as outlined above.
- F. At the end of the last pay period of the year, an employee can convert up to forty (40) hours of vacation to be paid on or around March 1. In order to be eligible to convert up to one week of vacation leave to compensation, the employee must have taken at least one (1) week of vacation to be used. Additionally, the employee must have reduced their vacation carry-over to the maximum amount of vacation time that can be accrued. Once vacation hours are converted to pay, the accrual bank is reduced by the number of hours converted.
- G. CW shall not accept any transfer of vacation time accumulated by another agency or political subdivision.
- H. Vacation time shall be taken in minimum units of one-half (1/2) hour.

- I. Prior service vacation credit will be granted consistent with Ohio law. Employee shall obtain service time on the former employer's letterhead specifying the dates of employment and whether the employee was full-time or part-time.
- J. Vacation days are based on forty (40) hour workweek accumulation to the maximum amounts outlined above.
- K. Newly accrued vacation time is not available for use until it becomes available on the employee's earning statement and on the date the funds are available.
- L. Vacation leave accrual will be pro-rated upon resignation.

SECTION 3.4: SICK LEAVE

- A. Sick leave is a full-time employee benefit that is to be used solely for the purposes outlined below. An employee may request sick leave for absences resulting from illness as described below, provided they follow "F" which is outlined below. Sick leave may be requested for the following reasons:
 - 1. Illness or injury of the employee or a member of his or her immediate family.
 - 2. Exposure of employee or member of his or her immediate family to a contagious disease which would have a potential of jeopardizing the health of the employee or the health of others.
 - 3. Bereavement Leave as defined below.
 - 4. Medical, dental, or optical examinations or treatment of employee or a member of his or her immediate family.
 - 5. Pregnancy, childbirth and/or related medical conditions of the employee or the employee's immediate family.

For the purposes of this sick leave policy, the "immediate family" is defined as only: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

- B. The Employer, or designee, maintains the right to investigate any employee's absence. Employees may be required to furnish satisfactory, signed written statement from a physician verifying the proper use of sick leave. The employee will submit to a medical examination, nursing visit or other inquiry which the Employer or designee requires.
- C. For each completed eighty (80) hours in active pay status, an employee earns 4.6 hours of sick leave. Active pay status may be defined as hours worked, hours on vacation, hours on holiday leave, and hours of paid sick leave but additional sick leave is not accrued through the accumulation of paid overtime. Sick leave shall not be advanced. However, employees that have exhausted all their accrued sick leave may request to use other forms of paid leave or an unpaid leave of absence at the sole discretion of CW.
- D. There is no limit on the amount of sick leave accrued. However, employees transferring to CW from other jurisdictions shall not be permitted to transfer sick leave.
- E. Sick leave shall be taken in minimum units of one-half (1/2) hour increments.

- F. Employees absent on sick leave shall be paid at the same basic hourly, daily or biweekly rate as when they are working.
- G. An employee requesting sick leave shall personally notify his or her supervisor at least ½ hour prior to the start of their scheduled shift. Notification by voice mail, email or text or a third party is not acceptable except in cases of emergency or at the discretion of the supervisor. The employee must indicate a qualifying reason for his or her absence. Failure to do so may result in denial of sick leave for the period of the absence. In cases where the employee's supervisor is not available, the employee shall notify their supervisor's immediate supervisor of the absence.
- H. Other leave may be used for sick leave purposes, at the employee's request and the approval of the Employer, after sick leave is exhausted. Other leave will be utilized in the following sequence: Compensatory time, personal leave and vacation leave, Employees who have exhausted all sick, compensatory, personal, and vacation leave may, at the discretion of the Employer, be granted a personal leave of absence without pay for a period not to exceed six (6) months.
- I. An employee fraudulently obtaining sick leave, or found falsifying sick leave records, altering a physician's certificate or falsification of a written, signed statement shall be subject to disciplinary action, up to and including termination.
- J. Regarding an employee's evaluation, CW will accept up to five (5) incidences of sick leave in a calendar year. An incident is defined as the uninterrupted number of scheduled work days or hours absent as a result of an illness.

Example: An employee has the flu and is off sick for two successive workdays. The employee has incurred one incident of sick leave, amounting to sixteen (16) hours of sick time used.

Example: An employee has an operation, and must be in the hospital for one week. The employee has incurred one incident of sick leave amounting to forty (40) hours of sick time used.

Example: An employee is sick for one day. A week later, the employee is sick again. The employee has incurred two (2) incidences of sick leave amounting to sixteen (16) hours of sick time used.

Example: An employee is in the hospital for two days. Because of the illness, the doctor has recommended physical therapy twice a week for the next three weeks. Each physical therapy visit is related to the initial hospital stay and the entire period will count as one incident.

- K. A return to work slip from a physician will be required to return to work after each sick leave incident that lasts for more than two (2) working days. For extended illnesses, a doctor's excuse is required every two (2) weeks, unless a specific release date is provided by the physician at the onset of the illness or injury.
- L. Regarding disciplinary action, employees that incur more than five (5) incidences of sick leave in a rolling twelve (12) month period may continue to use accrued sick time; however, more than five incidences of sick leave annually will be deemed unacceptable by CW. Employees will be disciplined in accordance with this Manual for unacceptable use of sick leave and will receive zero (0) points for attendance on their Performance Evaluation.
- M. Employees will be permitted four (4) non-concurrent up to two (2) hour allotments of sick time per

year to be used for pre-approved medical, dental or optical examinations. The use of these four (4) occurrences shall not be counted as a sick leave incident.

- N. Sick Leave Conversion – At the end of the pay period that includes December 31, an employee may convert to cash any part of their sick leave accrued not to exceed eighty (80) hours provided they maintain a minimum of six hundred (600) hours of sick leave after conversion. Payout will be 2 for 1 (e.g. ½ of their hourly rate) and will be paid on or around March 1.
- O. Newly accrued sick time is not available for use until it appears on the employee’s earnings statement and on the date the funds are available.
- P. Sick leave accrual will be pro-rated upon resignation.
- Q. Sick Leave Transfer - An employee, who transfers from any political subdivision to CW and who is eligible to earn sick leave with CW shall be credited with the unused balance of the previously accumulated sick leave bank up to a maximum of 600 hours. The employee must be hired by CW within ten years of resignation/separation from the prior employer to be eligible under this section. New employees whose sick leave is transferred must first use sick leave earned while employed with CW prior to using his/her transferred balance. Transferred sick leave cannot be applied to Section N – Sick Leave Conversion. Any transferred sick leave shall not be eligible for conversion to a cash payment at resignation or retirement.

SECTION 3.5: SICK LEAVE DONATION

CW shall maintain an equitable sick leave donation policy which allows employees to voluntarily provide assistance to any full-time employee of CW who needs leave due to injury or illness to the employee or the employee’s immediate family. For purposes of this sick leave donation policy, employees may only receive a sick leave donation if all other forms of their paid leave have been exhausted. Employees cannot use transferred sick leave under this policy. For purposes of this sick leave donation policy, immediate family shall include the employee’s spouse or children.

Employees’ may donate/receive sick leave up to the amount hours regularly worked by the employee during pay period. For example, if the employee is regularly scheduled to work eighty (80) hours, the employee may receive up to 80 hours in a pay period. Employees receiving a sick leave donation shall be deemed to be in active pay status eligible to accrue any other benefits to which they would otherwise be entitled.

An employee requesting to donate leave to an employee may do so by submitting a Sick Leave Donation Form to the Human Resources Coordinator. In order to donate sick leave, the employee must satisfy the following which is captured on the Sick Leave Donation form:

1. Indicate to whom the leave is donated.
2. Submit a written request/statement that the donation is voluntary;
3. Understand that the leave will not be returned once donated;
4. No less than four (4) and no more than forty (40) hours may be donated to any employee.
5. The employee must have a remaining sick leave balance of four hundred eighty (480) hours after a donation.

The Human Resources Coordinator will determine whether the donation is voluntary and if the necessary terms of the donation are satisfied. If the leave donation is approved, the employees will be notified in writing of the leave donation, as well as, the terms of the donation.

If multiple employees offer to donate leave, the leave will be distributed in an equitable manner. For example, if an employee needs ten (10) days and five (5) employees volunteer, then each employee would have two days deducted from their sick leave.

SECTION 3.6: BEREAVEMENT LEAVE

Any eligible employee may be granted use of accumulated sick leave, upon approval of the Employer or designee, for a maximum of three (3) consecutive working days in the event of a death of an immediate family member. For the purposes of this policy, the “immediate family” is defined as only: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent.

The use of sick time for bereavement leave shall not be counted as a sick leave incident.

SECTION 3.7: MILITARY LEAVE

CW will comply with all applicable State and Federal law concerning military leave.

SECTION 3.8: JURY DUTY (CIVIC DUTY LEAVE)

- A. If a full-time employee of CW is called for jury duty, he will be paid his regular salary or wage in full for the period of time that the employee serves in jury duty.
- B. All monies received as compensation for jury duty shall be turned over to the CW Clerk, unless jury duty was served outside of regular working hours.
- C. The employee will be expected to report for work following jury duty, if a reasonable amount of time remains during his scheduled workday. For example, if more than half the employee’s shift remains, the employee is to return to work. If otherwise required, an employee must serve on-call duties during hours that attendance at the courthouse is not required, unless the employee is sequestered.
- D. Employees shall also be entitled to leave without loss of pay to appear in court in matters related to their employment. However, employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee’s personal matters, or other non-work related matters. If employees are required to appear in court for a personal or non-work matter, employees may request a leave without pay, the use of vacation leave or other form of paid leave. Paid leave may be used upon the prior request to and approval of the Department Head.
- E. Time served by an employee for court leave or jury duty shall not be considered hours worked for purposes of calculating overtime, unless such court service is directly related or is an integral part of the employee’s work duties.

SECTION 3.9: LEAVE WITHOUT PAY

- A. At the sole discretion of CW, the Employer may grant a leave of absence to any employee for a maximum duration of six months upon the written request of the employee. Leave without pay may be granted for personal reasons, educational opportunities of the employee or due to an illness, injury or temporary disability. Such a leave may not be renewed or extended beyond six months.

A failure of the employee to return at the conclusion of a leave of absence without pay will result in the employee being deemed to have voluntarily resigned their position.

- B. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
- C. Except for emergencies, employees will advise the Employer sixty days prior to commencement of the desired leave so that the various functions may proceed properly.
- D. Upon completion of a leave of absence, the employee shall be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists, unless the employee would otherwise have been separated from service.
- E. An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer.

SECTION 3.10: SEPARATION PAY

- A. Upon separation from employment for any reason, an eligible employee shall be paid any credited unused vacation as of the date of such separation. Compensatory time will be paid out to nonexempt employees only. Personal leave will not be paid out at separation.
- B. Upon separation from employment due to retirement of the employee and/or death of the employee, an eligible employee or beneficiary shall be paid for one-fourth ($\frac{1}{4}$) of their accumulated sick leave to a maximum of sixty (60) days or 480 hours. However, to be eligible for sick leave pay-off, the employee must have ten (10) years of public service, be eligible to retire and actually retire. In the event the employee converts any unused sick leave at retirement, such conversion will empty the employee's sick leave bank.
- C. Such payments will be made within thirty (30) days of the separation.

SECTION 3.11: FAMILY MEDICAL LEAVE

The Family Medical Leave Act (FMLA) allows eligible employees to take up to 12 weeks of leave time in a rolling 12 month period for family and/or medical leave of absence or for childbirth, adoption and foster care. An employee who has been employed by CW for at least twelve months and has been in "active pay status" at least 1250 hours during the past 12 months is eligible for FMLA leave. CW will comply with all applicable State and Federal laws concerning FMLA. For employees not eligible for FMLA, CW will review business considerations and the individual circumstances involved. CW requires reasonable documentation. For further information, please contact Human Resources.

SECTION 3.12: BREASTFEEDING MOTHERS

All employees that have recently given birth shall be allowed reasonable break time in order to express milk for her feeding child each time the employee has a need to express milk, up to one year after the child's birth. The employee will be provided an appropriate space, other than a bathroom, that is shielded from view and free from intrusion from co-workers and members of the public, for the purpose of expressing milk. Breaks for the purpose of expressing milk in accordance with this policy shall be unpaid.

SECTION 4.0: INCLEMENT WEATHER (NON-PUBLIC SERVICE DEPARTMENTS)

- A. Weather conditions normally should not prevent employees from reporting for work. When weather conditions are extremely severe, and when all other options have been exhausted, the Employer or designee shall be contacted.
- B. CW recognizes that on certain days it may be difficult for a scheduled employee to come into work, due to excessive snow, ice or other inclement weather. Caution and care should be exercised upon attempting to report to work under such conditions.
- C. Scheduled employees who are able to come into work on such inclement days shall be paid their regular wage for actual time worked. Those employees who are not able to come into work due to inclement weather shall have the option of receiving an excused day off without pay or using time from vacation hours.
- D. Exceptions to A, B and C will occur when a state of emergency is properly declared. The only authorities allowed to make such a declaration are the President of the United States, the Governor of the State of Ohio, the Franklin or Fairfield County Sheriff or Mayor. Employees will receive full pay in the event that a state of emergency is properly declared.
- E. In extreme weather conditions the Employer may institute a closing or change in arrival and closing times without approval or institution of (D) of this section.

SECTION 4.1: INCLEMENT WEATHER (PUBLIC SERVICE DEPARTMENTS)

Public Service department personnel are required to come into work regardless of the weather conditions. When weather conditions are extremely severe, and when all other options have been exhausted, the Employer or designee shall be contacted. Arrangements may be made to pick up the employee at home. Employees shall exercise caution and care upon attempting to report to work in severe weather conditions.

SECTION 4.2: CONTINUING EDUCATION AND TUITION REIMBURSEMENT

A. Continuing Education

A full-time employee of CW may be permitted to attend a continuing education event when directly related to the employee's field of work. For purposes of this section, continuing education is defined as a single or multi-day professional seminar, conference, workshop, meeting or class. All requests to attend such an event must have prior approval from the appropriate supervisor and/or Department Head. The employee may be permitted to attend the event with full pay and without the use of paid time off. In certain instances, an employee may be required to use paid time off. Such instances shall be discussed prior to the event.

B. Tuition Reimbursement

Contingent on budget allocations, City employees may be eligible to receive financial assistance to attend educational courses at fully-accredited educational institutions in order to foster personal development in job-related areas as well as career development. The city will require the employee to sign an agreement which will outline the specific criteria prior to receiving reimbursement.

SECTION 4.3: HOURS OF WORK

The typical workweek for CW employees is forty (40) hours per week. Due to the nature of their operations, many departments have different schedules, shifts or special arrangements. Work schedules for these operations are determined by the respective department heads and approved by the Employer; provided, however, that an employee shall work no more than a maximum of sixteen continuous hours. In the event an employee works sixteen hours, an eight-hour break shall be required before such employee may return to work.

SECTION 4.4: ATTENDANCE

The Employer or designee shall establish daily work schedules and maintain daily employee attendance records. Attendance is an essential function of all positions. Good attendance is expected and tardiness is not tolerated. Employees are required to be at work during regularly scheduled hours unless otherwise excused. Absences without proper authorization and approval will result in disciplinary action, up to and including termination.

SECTION 4.5: STARTING/QUITTING

- A. Employees will report to work no earlier than fifteen (15) minutes prior to their scheduled starting time, and conclude their workday no later than fifteen (15) minutes after their scheduled quitting time unless authorized by the Employer or designee.
- B. Employees are required to record their hours worked in the manner provide by the Employer. At the conclusion of the pay period, employees are required to verify the accuracy of the hours worked.
- C. Employees are expected to promptly report to work at their scheduled starting time and perform the functions of their position. Employees who fail to comply with this work requirement will be subject to disciplinary action.

SECTION 4.6: TARDINESS

Tardiness on a regular basis is inexcusable and will subject an employee to disciplinary action. Tardiness is defined as any situation where an employee reports to work after his scheduled starting time. Whenever an employee is tardy, that employee may be subject to a reduction in pay corresponding to the amount of time he was late, unless the employee's tardiness is excused by the employee's supervisor.

SECTION 4.7: LUNCH PERIOD/BREAKS

- A. Breaks may be provided by the Department Head so long as the breaks do not interfere with the employee's work. Employees may be provided one-half (½) hour unpaid time off for lunch, generally to be taken in the middle of the workday unless unusual or emergency conditions exist.
- B. Breaks shall be considered a privilege and not a right and shall not interfere with the proper performance of the employee's work responsibilities.

SECTION 4.8: SAFETY AND HEALTH

Work safety and health is a primary concern. The safe and healthful performance of all work assignments is the responsibility of both supervisory and non-supervisory personnel. It is the responsibility of each employee to ensure that all equipment is used safely and all safety procedure/practices are observed.

- A. Any employee found to be negligent in equipment operation, resulting either in damage to the equipment or an accident, shall be disciplined according to these policies.
- B. Any employee found to be willfully or deliberately negligent in equipment operation, resulting in either damage to the equipment or an accident, shall be subject to discipline, up to and including termination.
- C. All employees, particularly supervisors, are charged with the responsibility of reporting the existence of any hazardous condition or practice in the workplace. In the event an employee believes they are subject to an unsafe working condition, the employee shall immediately notify the supervisor who shall investigate and make a determination.
- D. Employees are required to wear the prescribed safety equipment. A failure to wear safety equipment as required will result in discipline, up to and including termination.
- E. Supervisors found to be negligent in requiring and/or controlling the use of prescribed safety equipment are subject to disciplinary action, including termination.

SECTION 4.9: TOOLS, SUPPLIES, EQUIPMENT, VEHICLES, PHONES AND OFF-DUTY COMMUNICATION

- A. Tools, supplies, vehicles and equipment needed to perform job duties are provided by the Employer or designee. It is the responsibility of employees to see that they are properly used, maintained, and returned to the proper department in good working order.
- B. Misuse, neglect, theft and abuse of tools, supplies, vehicles, equipment or telephones is prohibited. Excessive use of telephones and/or long distance telephone calls for purposes other than business without prior supervisory approval shall result in disciplinary action.
- C. The personal use of any tools, supplies, vehicles or equipment is strictly forbidden and such use may subject the employee to discipline up to and including termination, any provision of this Manual regarding progressive discipline to the contrary notwithstanding.
- D. Non-employee passengers shall not be permitted in CW vehicles without the approval of the Employer or designee.
- E. Employees who are granted cell phones and have cell phone privileges are required to adhere to the provisions set forth below:

Cell phones are not only capable of making and receiving phone calls, they may also be capable of email, text messaging, internet browsing, running third party applications, GPS, and entertainment (e.g. games, music, videos). Features other than phone use must not be used or activated without direct authorization from your department head.

Employees should have no reasonable expectation of privacy in the use of City-issued cell phones.

Personal cell-phones may be permitted upon the prior approval of your direct-supervisor. Any permitted usage of personal cell-phones, however, must be kept to a minimum and in no way shall their usage negatively impact the performance of your job duties.

Employees involved in motor vehicle accidents attributed to cell phone usage while operating said

vehicle will be subject to appropriate disciplinary action, up to and including termination.

- F. Employee Off-Duty Electronic Communication - The City supports the free exchange of information and camaraderie among employees on the internet off-duty. However, when internet blogging, chat room discussions, email, text messages or other forms of electronic communication extend to employees revealing confidential information about the City, or engaging in posting inappropriate material about the City or its employees, the employee who posts such information or assists in posting such material may be subject to disciplinary action, up to and including termination. Confidential information includes any information that would otherwise not be available pursuant to a public records request. Inappropriate material includes but is not limited to false or defamatory material, evidence of an employee's violation of the law, or evidence of the misuse of the City authority, insignia or equipment. Employees may also be subject to discipline, up to and including termination, for engaging in conduct which reflects negatively on the City or impacts the employees' ability to perform their job duties. Employees communicating on personal sites shall not claim or imply that they are communicating on behalf of the City. Employees with questions about this policy should contact their supervisor for guidance.
- G. Employees who improperly use CW computers, internet and other equipment will be subject to discipline including termination.

SECTION 5.0: TECHNOLOGY USAGE AND SOCIAL MEDIA POLICY

The use of the City of Canal Winchester automation systems, including computers, fax machines, and all forms of Internet/intranet access, is for City of Canal Winchester business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the City of Canal Winchester or otherwise violate this policy.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the City of Canal Winchester's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

Use of City of Canal Winchester computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

- Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate City of Canal Winchester purposes;
- Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms (see below);
- Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;
- Making unauthorized copies of City of Canal Winchester files or other City of Canal Winchester data;
- Destroying, deleting, erasing, or concealing City of Canal Winchester files or other City of Canal Winchester data, or otherwise making such files or data unavailable or inaccessible to the City of Canal Winchester or to other authorized users of City of Canal Winchester systems;
- Misrepresenting oneself or the City of Canal Winchester;

- Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;
- Engaging in unlawful or malicious activities;
- Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the City of Canal Winchester's networks or systems or those of any other individual or entity;
- Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;
- Sending, receiving, or accessing pornographic materials;
- Becoming involved in partisan politics;
- Causing congestion, disruption, disablement, alteration, or impairment of City of Canal Winchester networks or systems;
- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging;
- Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
- Using recreational games; and/or
- Defeating or attempting to defeat security restrictions on City of Canal Winchester systems and applications.

Using City of Canal Winchester automation systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material, defined as any visual, textual, or auditory entity, file, or data, is strictly prohibited. Such material violates the City of Canal Winchester anti-harassment policies and subjects the responsible employee to disciplinary action. The City of Canal Winchester's electronic mail system, Internet access, and computer systems must not be used to harm others or to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of City of Canal Winchester resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution. The City of Canal Winchester will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

Unless specifically granted in this policy, any non-business use of the City of Canal Winchester's automation systems is expressly forbidden.

If you violate these policies, you could be subject to disciplinary action, up to and including dismissal.

Ownership and Access of Electronic Mail, Internet Access, and Computer Files; No Expectation of Privacy

The City of Canal Winchester owns the rights to all data and files in any computer, network, or other information system used in the City of Canal Winchester and to all data and files sent or received using any City of Canal Winchester system or using the City of Canal Winchester's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. The City of Canal Winchester also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use by employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using City of Canal Winchester equipment or City of Canal Winchester-provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by City of Canal Winchester officials at all times. The City of Canal Winchester has the right to inspect any and all files stored in private areas of the network or

on individual computers or storage media in order to assure compliance with City of Canal Winchester policies and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate City of Canal Winchester official.

The City of Canal Winchester uses software in its electronic information systems that allows monitoring by authorized personnel and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. There is no expectation of privacy in any information or activity conducted, sent, performed, or viewed on or with City of Canal Winchester equipment or Internet access. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on City of Canal Winchester electronic information systems is electronically stored and subject to inspection, monitoring, evaluation, and City of Canal Winchester use at any time. Further, employees who use City of Canal Winchester systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege thereby waive whatever right they may have to assert such confidentiality or privilege from disclosure. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than City of Canal Winchester systems or the City of Canal Winchester-provided Internet access.

The City of Canal Winchester has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including dismissal.

Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and City of Canal Winchester rules, policies, and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without your permission or knowledge, the best rule to follow in the use of electronic mail for non-work-related information is to decide if you would post the information on the office bulletin board with your signature.

It is a violation of City of Canal Winchester policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others, unless such access is directly related to that employee's job duties. Employees found to have engaged in such activities will be subject to disciplinary action.

Electronic Mail Tampering

Electronic mail messages received should not be altered without the sender's permission; nor should electronic mail be altered and forwarded to another user and/or unauthorized attachments be placed on another's electronic mail message.

Policy Statement for Internet/Intranet Browser(s)

The Internet is to be used to further the City of Canal Winchester's mission, to provide effective service of the highest quality to the City of Canal Winchester's customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using

the Internet for professional activities and career development. The various modes of Internet/Intranet access are City of Canal Winchester resources and are provided as business tools to employees who may use them for research, professional development, and work-related communications. Limited personal use of Internet resources is a special exception to the general prohibition against the personal use of computer equipment and software.

Employees are individually liable for any and all damages incurred as a result of violating City of Canal Winchester security policy, copyright, and licensing agreements.

All City of Canal Winchester policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to: intellectual property, confidentiality, City of Canal Winchester information dissemination, standards of conduct, misuse of City of Canal Winchester resources, anti-harassment, and information and data security.

Personal Electronic Equipment

The City of Canal Winchester prohibits the use or possession in the workplace of any type of camera phone, cell phone camera, digital camera, video camera, or other form of image- or voice-recording device without the express permission of the City of Canal Winchester and of each person whose image and/or voice is/are recorded. Employees with such devices should leave them at home unless expressly permitted by the City of Canal Winchester to do otherwise. This provision does not apply to designated City of Canal Winchester personnel who must use such devices in connection with their positions of employment.

Employees should not bring personal computers or data storage devices (such as floppy disks, CDs/DVDs, external hard drives, flash drives, "smart" phones, iPods/iPads/iTouch or similar devices, mobile computing devices, or other data storage media) to the workplace or connect them to City of Canal Winchester electronic systems unless expressly permitted to do so by the City of Canal Winchester. Any employee bringing a personal computing device, data storage device, or image-recording device onto City of Canal Winchester premises thereby gives permission to the City of Canal Winchester to inspect the personal computer, data storage device, or image-recording device at any time with personnel of the City of Canal Winchester's choosing and to analyze any files, other data, or data storage devices or media that may be within or connectable to the personal computer or image-recording device in question. Employees who do not wish such inspections to be done on their personal computers, data storage devices, or imaging devices should not bring such items to work at all.

Violation of this policy, or failure to permit an inspection of any device covered by this policy, shall result in disciplinary action, up to and possibly including immediate termination of employment, depending upon the severity and repeat nature of the offense. In addition, the employee may face both civil and criminal liability from the City of Canal Winchester, from law enforcement officials, or from individuals whose rights are harmed by the violation.

As the use of social media such as Facebook becomes more popular, it is important that employees understand their responsibilities and limitations on the use of social media both during and off work. While on duty, employees shall not access or use social networking sites such as MySpace, Facebook, Linked-in, Twitter and blogs or chat rooms unless their position requires the updating of the City social media site. Employees shall not divulge any confidential information on any social media site under any circumstances. Employees accessing these or similar sites are responsible for the information that comes up on these sites. Employees who are accessing pages on these sites displaying information of a discriminatory, sexual or other inappropriate content shall be subject to disciplinary action.

While off duty, employees are reminded to be careful of the information they disclose on the internet, including social media sites. Employees may not disclose any confidential information they become aware of through their employment even while off duty. Employees shall not claim or imply that they are speaking on behalf of their employer. Employees may not engage in conduct that reflects negatively on their employer or impacts their ability to perform their job duties.

If the appointing authority has a Facebook page or other social media site, employees may only post information on the site with permission from the appointing authority.

Employees may be subject to disciplinary action for inappropriate use of the internet, including social media sites while on or off duty.

Social Media – Employee’s Comments

The City hosts social media sites which allow members of the public to post comments and questions. The purpose of this site is for the City to disseminate relevant information to the public, as well as to receive relevant feedback from the public.

As a member of the public, you have the opportunity to post on our Facebook site. Your posts are subject to the same restrictions imposed on other members of the public. The City routinely monitors its social media pages. We reserve the right to delete posts which contain any of the following:

1. Profane or obscene material;
2. Any vulgar or abusive language, personal attacks of any kind, or offensive terms targeting individuals or groups;
3. Spam or posts which include links to other non-city sites;
4. Posts which are clearly off-topic;
5. An encouragement to engage in illegal activity;
6. Infringement on copyright or trademarks;
7. Confidential or non-public information;
8. Solicitation of services or products;
9. Any illegal or inappropriate material;
10. Endorsements of political parties, candidates or groups;
11. Any other information or language which is deemed inappropriate.

In addition, as an employee, you may have confidential information or knowledge as a result of your employment. This information or knowledge may not be proper for disclosure. Employees shall not disseminate confidential information or other information that is not of public concern, which includes but is not limited to information related to personnel decisions. Employees with questions about whether information is of public concern shall contact their supervisor for guidance.

Remember that, as with most forms of social media, comments posted on Facebook and other social media sites are not private. All posts may constitute a public record and may be disclosed pursuant to a public records request.

Employees who violate this policy by posting inappropriate material or assisting others in posting inappropriate material may be subject to discipline, up to and including termination.

SECTION 5.1: USE OF VEHICLES

- A. Use of CW motor vehicles shall be strictly controlled by the Employer or designee and shall be restricted to CW purposes only. Only government employees and persons with whom the operator is actually transacting city business are to be transported.
- B. Employees operating a motor vehicle are required to have the proper, valid motor vehicle operator's license or CDL's or other appropriate license where required by law and job description. New employees shall have the appropriate license at the time they commence employment, however, the Employer may authorize an extension of the time period up to 120 days from employment with CW to obtain an appropriate licensure if warranted by the circumstances.
- C. Employees are required to use their own vehicles to get to and from work. CW vehicles are not to be used for this purpose unless explicitly authorized by the Employer, who shall maintain the authority to refuse such permission.
- D. Any employee who operates a CW vehicle shall exercise caution and responsibility and shall adhere to all safety regulations. All violations and accidents shall be reported in accordance with these policies and the Ohio Revised Code and are subject to disciplinary action.
- E. Any equipment or vehicular accident, even those involving any property, must be reported to the immediate supervisor immediately; the Supervisor shall notify the Employer or designee. An incident report must be completed.
- F. Employees are required to notify their Department Head, or designee, of any incidents or infractions that may render the employee uninsurable pursuant to CW's policy. Similarly, it is the employee's responsibility to notify/inform their Department Head of any restriction or prohibition placed upon their driving privileges if driving is required.
- G. All employees that are required to drive shall remain insurable under CW's insurance policy. A failure to remain insurable will render the employee unqualified for the position.

SECTION 5.2: EMPLOYEE TRAFFIC ACCIDENTS

- A. If any CW employee is involved in a traffic accident driving CW equipment, whether the employee is full-time, part-time, volunteer, on duty or off duty, the accident shall be reported to the proper jurisdiction to perform the proper accident reporting procedure. An "accident" shall be defined as physical contact with another moving or stationary motor vehicle or with a fixed object.
- B. If an employee of any department is involved in a traffic accident, they will notify the dispatcher to contact the proper agency and a supervisor. Each vehicle has instructions in the glove compartment concerning the proper actions to take after an accident. All employees who are operating city vehicles should become familiar with these procedures prior to operating the city vehicles.
- C. Under no circumstances will an employee fail to report any damage to a CW vehicle to the supervisor at the time the accident occurs. Failure to do so will result in disciplinary action.

- D. Employees who are involved in traffic accidents must comply with any requirement regarding submission of the Department of Transportation (DOT) post-accident drug and alcohol testing.

SECTION 5.3: OUTSIDE EMPLOYMENT/VOLUNTEER SERVICE

- A. Prior to engaging in any outside employment or volunteer service, CW employees shall obtain the approval of the Department Head. Under no circumstances shall an employee have other employment or volunteer service which conflicts with the policies, objectives and operations of the several departments of CW. In addition, an employee shall not become indebted to a second Employer whose interests might be in conflict with those of CW. Due to potential conflicts, employees maintaining outside employment or volunteer service are required to review CW's Ethics Policy and Ohio's Ethics Law before undertaking such outside employment.
- B. Employment "conflicts" as set forth in this policy, are when a second job impairs the employee's ability to perform the duties of his position. In the event an employee's outside employment conflicts with their primary employment with CW, the employee will be disciplined, up to and including termination.
- C. Full-time employment with CW shall be considered the employee's primary occupation, taking precedence over all other occupations.
- D. "Outside" employment, volunteer service, or "moonlighting" shall be a concern to the Employer or designee only if it adversely affects the employee's job performance. Two common employment conflicts which may arise are:
 - 1. *Time Conflict* - Defined as when the working hours required of a "secondary job" directly conflict with the scheduled working hours of an employee's job with CW, or when demands of a "secondary job" prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with CW. A conflict also exists if a second job causes the employee to regularly refuse overtime.
 - 2. *Interest Conflict* - Defined as when an employee engages in "outside employment" which tends to compromise his judgment, actions and/or job performance with CW.

SECTION 5.4: NO SOLICITATION/NO DISTRIBUTION

Solicitation, distribution of materials, selling and/or collections of any nature on CW property or during employee working hours by an employee or any other individual shall be prohibited without prior approval of the Employer and/or Department Head. CW limits solicitation and distribution on its premises as those activities can interfere with the CW's operations, reduce employee efficiency, annoy customers, and pose a threat to security.

Individuals not employed by the CW are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or vendors given prior authority), or engaging in any other solicitation, distribution, or similar activity on the premises or at a worksite.

CW may authorize a limited number of fund drives by employees on behalf of charitable organizations or for employee gifts. Employees are encouraged to volunteer to assist these drives; however, participation is entirely voluntary.

The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:

1. The distribution of literature, solicitation and the sale of merchandise or services is prohibited in public areas.
2. Soliciting and distributing literature during the working time of either the employee making the solicitation or distribution, or the targeted employee, is prohibited. The term “working time” does not include an employee’s authorized lunch or breaks or other times when the employee is not required to be working.
3. Distributing literature in a way that causes litter on CW property is prohibited.

CW maintains various communications systems to communicate CW-related information to employees and to disseminate or post notices required by law. The unauthorized use of the communications systems or the distribution or posting of notices, photographs, or other materials on any CW property is prohibited.

Employees who violate this provision are subject to discipline. All violations of this policy will be addressed on a case-by-case basis. Disciplinary measures will be determined by the severity of the violation, not the content of the solicitation or literature involved.

SECTION 5.5: DRESS CODE

CW reserves the right to prescribe appropriate dress or uniform for each department. CW requires that an employee’s clothing, grooming and overall appearance be appropriate, in good taste and present a favorable public image. Clothing should be conducive to the safe and effective performance of required job duties. Employees who are issued uniforms are required to wear uniforms that are provided.

SECTION 5.6: MEDICATION

Any employee on medication that may impair his mental or physical functions must notify his supervisor before starting work.

SECTION 5.7: CONTACT WITH NEWS MEDIA/RESIDENTS

- A. Any employee contacted by the news media (radio, television, newspaper) or resident on a story related to CW operations should request the caller to contact the Employer or designee.
- B. This policy is designed to avoid duplication, assure accuracy and to protect employees who might be accused of violation of confidentiality mandates. The intent of this policy is to be helpful to both employees and the media.

SECTION 5.8: ACCESS TO EMPLOYEES BY TELEPHONE

As a condition of continued Employment, each CW employee must provide his supervisor with a telephone number where said employee may be reached directly. It shall be the employee’s responsibility to update the Employer with any new or changed contact information. All communications with employees will be through the most recent contact information provided. A failure to update the Employer with the most

recent contact information may not only result in the employee not receiving up-to-date information, but also may result in disciplinary action.

SECTION 5.9: UNAUTHORIZED PERSONS ENTERING CW PROPERTY OR USING FACILITIES

- A. No unauthorized employee shall be permitted to enter or remain on CW property or in CW facilities that are restricted, i.e. that are not accessible by the general public.
- B. All CW employees shall report to the designated supervisor to obtain permission to remain on CW property or use CW facilities after working hours.
- C. Any CW employee who violates this policy will be subject to disciplinary action.

SECTION 6.0: RETURNING OF CW PROPERTY

An employee leaving CW service through resignation, lay off or dismissal is responsible for return of reusable CW property in his possession.

SECTION 6.1: HARASSMENT AND DISCRIMINATION

CW's policy is to provide its employees an environment free of employee discrimination, including harassment based on an employee's race, color, religion, sex, national origin, age, ancestry, disability or military status. Sexual harassment, as well as, other forms of unlawful harassment, is inappropriate, illegal and will not be tolerated. Unlawful harassment interferes with the well-being and productivity of employees and the efficiency of the organization, negatively affecting morale, motivation and job performance.

Sexual harassment is generally defined as unwelcome sexual advances, comments or requests. Sexual harassment is a form of sex discrimination that is an "unlawful employment practice" prohibited by state and federal law. Sexual harassment exists when employment decisions are based on sexual conduct or when the work place is so permeated with conduct of a sexual nature that the conduct alters the terms and conditions of employment and creates an abusive and hostile working environment. Harassment based on race, national origin, religion, disability, pregnancy, age, or military status exists when employment decisions are based on those characteristics or when the workplace is so permeated with conduct relating to that characteristic that it alters the terms and conditions of employment and creates a hostile work environment. This policy refers to "sexual" harassment solely for ease of reference. When this policy references "sexual" harassment, all other forms of prohibited harassment as set forth herein are equally applicable.

Sexual or other unlawful harassment does not generally encompass conduct of a socially acceptable nature; however, some conduct which is appropriate in a social setting may be inappropriate in the work place. Sexual harassment occurs either when behavior of a sexual nature is directed toward an employee who finds the behavior unwelcome and offensive or when behavior of a sexual nature fails to respect rights of others, is demeaning or lowers morale. Acquiescence in the behavior does not negate the existence of sexual harassment. "Unwelcome" does not mean involuntary.

Prohibited conduct includes, but is not limited to, sexual comments, suggestions, jokes, leering, pats, squeezes or other similar contact, posting of sexual pictures, cartoons, photos or other graphics. In addition, comments, suggestions, jokes, and other similar activities relating to race, national origin, religion, disability, pregnancy, age, and military status are prohibited. This type of conduct constitutes unlawful

harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting the individual; or
3. Such conduct has the purpose or effect of substantially interfering with work performance or creating an intimidating, hostile or offensive working environment.

Sexual and other unlawful harassment may also extend beyond the confines of this organization. Conduct that occurs off duty and off premises, including online, against a CW employee may also be subject to this policy.

Employees who feel they have been subject to sexual or other unlawful harassment by a fellow employee, supervisor, or other individual otherwise affiliated with CW shall immediately submit a written report of harassment to their Department Head. Employees who feel that they have witnessed discrimination or harassment, or who have questions or concerns regarding possible harassment, should immediately contact their Department Head. Employees may also use the Complaint Procedure outlined in this Manual. Late reporting of complaints will not, in and of itself, preclude the Employer from taking remedial action. However, so that a thorough and accurate investigation may be conducted, employees are encouraged to report complaints in an expedient manner following the harassing or offensive incident.

Although employees are encouraged to confront the alleged harasser, they are also required to submit a written report of any incident to their Department Head. When the Department Head is notified of the alleged harassment, he shall immediately investigate the complaint. The investigation may include private interviews of the employee allegedly harassed, the employee committing the alleged harassment and any and all witnesses. Information will be kept as confidential as practicable, although confidentiality cannot be guaranteed. All employees are required to cooperate in any investigation of a harassment complaint. Determinations of harassment shall be made on a case-by-case basis. If the investigation reveals the complaint is valid, prompt attention and disciplinary action designed to stop the harassment and prevent its recurrence will be taken.

Neither CW nor any of its supervisors and employees shall in any way retaliate against an individual for filing a complaint, reporting harassment or participating in an investigation. Any employee who feels that he is subjected to retaliatory conduct as a result of actions taken under this policy shall report such conduct to the department head or Appointing Authority immediately. Any person found to have retaliated against an individual for engaging in activity protected by this policy will be subject to the same disciplinary action provided for offenders of the sexual harassment policy. Disciplinary action for the filing of a false complaint shall not be considered a retaliatory act.

Although legitimate complaints made in good faith are strongly encouraged, false complaints or complaints made in bad faith will not be tolerated. Failure to prove sexual harassment will not constitute a false complaint without further evidence of bad faith. False complaints are considered a violation of this policy and an employee who makes a false complaint may be subject to discipline.

Sexual harassment is considered to be a failure of good behavior and will not be tolerated. Disciplinary

action will follow a violation of this policy and will reflect the seriousness of the violation. If the investigation establishes that the accused employee engaged in sexual harassment, discipline, up to and including removal, will be administered. Offenders will be disciplined without regard to their position or job performance. Any individual exhibiting retaliatory or harassing behavior towards an employee exercising a right under this policy will also be subject to discipline. Any employee who has knowledge of sexually harassing conduct and who allows that conduct to go unaddressed may also be subject to discipline.

SECTION 6.2: AMERICANS WITH DISABILITIES

CW prohibits discrimination in hiring, promotions, transfers or any other benefits or privileges of employment, of any qualified individual with a disability. To be considered a qualified individual, the employee must be otherwise qualified to perform the essential functions of the position with or without reasonable accommodation.

CW will provide reasonable accommodation(s) to an otherwise qualified employee with a disability, unless the accommodation would pose an undue hardship to CW or create a direct threat of harm to the employee or others. Accommodations will be made on a case-by-case basis. Any employee who wishes to request a reasonable accommodation should submit a written request to the Department Head, or Human Resources Coordinator. Following the request, CW and the employee will discuss whether an accommodation is appropriate, as well as, the type of accommodation to be given.

Any employee who feels that their rights have been violated should submit a written complaint consistent with the Harassment Policy.

SECTION 6.3: COMPLAINT POLICY

Employees may have questions and complaints that develop in the day to day activities of employment, of which may be caused by misunderstandings and the application of policies, procedures and work rules. It is the policy of CW that these should be heard promptly, and action taken to resolve or clarify the particular situation.

All employees, including probationary, shall have the right to file a complaint without fear of retaliation. No employee shall be disciplined, harassed or treated unfairly in any manner as a result of filing a complaint or testifying in a grievance hearing.

A. Complaint:

A complaint is defined as a disagreement between an employee and CW as to the interpretation or application of official policies, departmental rules and regulations, or other disagreements perceived to be unfair or inequitable relating to treatment or other conditions of employment.

B. Health and Safety Grievances:

Complaints relating to issues of health and/or safety shall be expedited through the steps of the procedure.

SECTION 6.4: COMPLAINT PROCEDURE

Step 1 - Immediate Supervisor:

An employee having a complaint shall file it in writing with his Immediate Supervisor, as outlined in the procedure for his work unit. The employee's Immediate Supervisor will review the

complaint and attempt to resolve the complaint within seven (7) calendar days. Step 1 may be bypassed by either the employee or Immediate Supervisor if the Immediate Supervisor lacks the authority to make a change.

Step 2 –Department Head:

Where the employee is not satisfied with Step 1 Response of the Immediate Supervisor, the employee may submit the original complaint to the Department Head within seven (7) calendar days. The Department Head will review all material provided and submit to the employee a response in a timely manner.

Step 3-Employer (Mayor):

Where the employee is not satisfied with the Step 2 response, the employee may submit the original complaint to the Mayor within seven (7) calendar days. The Mayor will review all material provided and submit to the employee a response in a timely manner. The Mayor's response shall be final, unless both parties mutually agree to submit the matter to the Personnel Board of Review for resolution.

SECTION 6.5: EMPLOYEE COMPLAINT-MISCONDUCT HEARING PROCEDURE

A. It is the policy of the CW to fairly and impartially investigate all complaints of any employee's alleged misconduct and when necessary, take disciplinary measures.

1. Complaints from any citizen or from any employee cannot be refused to be taken.
2. The supervisor will brief the Department Head and Employer in writing that a complaint was received, that it is being investigated and of an estimated time period to complete the investigation.
3. If the complainant is an identified citizen or employee, the complaint will be directed to the proper Department Head. The supervisor will document the name, address, and phone number of the complainant, the date and time the complaint was received and the exact specifics of the allegation(s). If the complaining person is an employee, he will write the information required by this section and provide a written and signed report to their immediate supervisor.

B. The Department Head will thoroughly investigate each complaint, including but not limited to the following:

1. Interview the accused employee. The accused employee is required to answer all questions truthfully, including writing a signed statement if ordered by the Department Head.
2. Interview any witnesses or other persons involved and write a supplement concerning their statements or observations.
3. Gather all documents and evidence pertaining to the investigation.
4. After completion of the investigation, the Department Head will:
 - (a) Write a report to the Employer clearing the employee of any misconduct and include copies of all documents and evidence gathered; OR

- (b) Read applicable Ohio Revised Codes, CW policies and procedures and internal standard operating procedures and recommend what charge(s) should be filed against the employee. Include copies of all documents and evidence gathered to date.

C. The Employer will:

1. Notify any employee that he is cleared of any wrongdoing and advise him that nothing will be placed in their personnel file; OR
2. File a written charge(s) against the employee specifying the violation(s) and specifics of each violation(s);
3. If the violation(s) does not appear to be serious enough to ultimately warrant a suspension or more serious punishment, the Employer will meet with the employee and the employee's Department Head and provides written notification to the employee of what discipline will be administered.

SECTION 6.6: RESIGNATION/RETIREMENT

- A. Employees who plan to voluntarily resign shall notify their Department Head in writing at least two (2) weeks in advance of the effective date of resignation.
- B. Any employee who resigns is encouraged to give his reasons for resigning and to discuss with his Department Head any working conditions which he feels are unsatisfactory.
- C. A formal letter of resignation/retirement shall be required by the Employer. The letter of resignation/retirement will be deemed accepted upon receipt by the appointing authority and must state the employee's last day of employment. The employee may not use leave time to extend the date of resignation/retirement. The appointing authority shall sign and date the resignation letter evidencing the receipt and acceptance of the resignation.
- D. Failure to give proper notification shall result in ineligibility for reinstatement.
- E. A person who resigned in good standing may be reinstated, at the discretion of the Employer, in his former type of position within one (1) year following resignation, provided the person remains qualified to perform the duties of the position, if the old position or a similar position is vacant.
- F. Employees resigning from their positions are required to conduct an inventory of all CW property for which they are responsible. Such inventory shall be conducted in the presence of the Employer or designee. The completed inventory documentation shall be certified and signed. The certified document shall be given to the Employer certifying that all property has been accounted for. This certification shall be required before final salary payment and benefits will be given to the resigning employee.

SECTION 6.7: PERSONNEL FILES

- A. The Finance Director shall maintain official personnel files on all employees of CW. Such files with appropriate redaction shall be subject to release under the Ohio Public Records Act: Payroll Records, Timesheets, Salary Information, Employment Application, Resumes, Training Course Certificates, Forms documenting receipt of office policies and procedures, Forms documenting

hiring and personnel action changes, position descriptions, background checks, leave conversions forms, letters of support or complaint and disciplinary action records, unless exempt from disclosure by law. Personnel files and information shall be available in accordance with the law.

- B. An employee shall have a right of reasonable inspection of his official personnel file consistent with CW's public records policy or at a mutually agreeable time.
- C. Employees must advise the Finance Director of any change in: name, address, marital status, telephone number, number of exemptions claimed for tax purposes, citizenship, selective service classification, or association with any government military service organization. Employees are still responsible for maintaining appropriate and accurate notices of life changing events for insurance purposes and for the appropriate pension plans. CW will use the most recent information provided to it.

SECTION 6.8: SMOKE-FREE, TOBACCO- FREE WORKPLACE POLICY

- A. The City of Canal Winchester strives to maintain a safe and healthy work environment in conjunction with the City's wellness initiative. The purpose of Ohio's Smoke-free Workplace Act and the City's Smoke-free, Tobacco-free policy is to comply with Ohio's Smoking Ban (ORC 3794). Although the use of smokeless tobacco in the workplace is not unlawful, it is inconsistent with the City's philosophy to build and reinforce our wellness initiative. CW can be fined for an employee's failure to adhere to the Smoke-free Workplace Act. Employees are expected to comply with the policy.
- B. In the interest of maintaining a healthy and professional environment, the use of all types of tobacco products and non-tobacco substitutes will be prohibited in all City-owned or leased facilities, vehicles, or equipment and on all City-owned or leased property and grounds.

Definition: Tobacco is defined as all tobacco-derived or containing products, including and not limited to cigarettes, electronic cigarettes, cigars and cigarillos, hookah smoked products, pipes and oral tobacco (e.g. spit and spitless tobacco, smokeless, chew, snuff) and nasal tobacco. It also includes any product intended to mimic tobacco products, contain tobacco flavoring or deliver nicotine other than for the purpose of cessation.) The definition is adapted from the Ohio State University Tobacco Free policy.

No employee shall smoke in any of these protected areas at any time. The success of this policy will depend on the consideration and cooperation of all employees. Consistent enforcement of this policy is expected at all times by all Department Heads, Managers and Supervisors in order to maintain a smoke-free, tobacco-free workplace.

SECTION 6.9: POLITICAL ACTIVITY

Although CW encourages all employees to exercise their constitutional rights to vote, certain political activities are legally prohibited for classified employees of CW whether in active pay status or on Leave of Absence. Violation of these prohibitions may result in possible disciplinary action up to and including removal. The following activities are examples of conduct permitted by classified Employees:

- A. Registration and voting.
- B. Expressing opinions, either orally or in writing.

- C. Voluntary financial contributions to political candidates or organizations.
- D. Circulating non-partisan petitions or petitions stating on legislation.
- E. Attendance at political rallies.
- F. Nominating petitions. Employees may sign nominating petitions in support of individuals.
- G. Displaying political materials in the employee's home or on the employee's property.
- H. Wearing political badges or buttons, or the display of political stickers on private vehicles.

The following activities are examples of conduct prohibited by classified Employees:

- A. Participating in a partisan election as a candidate for office.
- B. Declaring candidacy for an elected office that is filled by partisan election if the nomination to candidacy was obtained in a primary partisan election or through the circulation of a nominating petition identified with a political party.
- C. Circulating official nominating petitions for any candidate.
- D. Holding an elected or appointed office in any political organization.
- E. Accepting appointment to any office normally filled by partisan election.
- F. Filing of petitions meeting statutory requirements for partisan candidacy for elected office.
- G. Campaigning by writing in publications, by distributing political material, or by writing or making speeches on behalf of a candidate for partisan elective office, when such activities are directed toward party success;
- H. Solicitation, either directly or indirectly, of any assessment, contribution or subscription, either monetary or in-kind, for any political party or political candidate;
- I. Solicitation for the sale, or actual sale, of political party tickets;
- J. Partisan activities at the election polls, such as solicitation of votes for other than nonpartisan candidates and nonpartisan issues;
- K. Service as a witness or challenger for any party or partisan committee;
- L. Participation in political caucuses of a partisan nature; and
- M. Participation in a political action committee that supports partisan activity.

SECTION 6.10: WORKPLACE VIOLENCE – Zero Tolerance

CW is committed to providing a work environment that is safe, secure and free of harassment, threats, intimidation and violence. In furtherance of this commitment, CW enforces a zero tolerance policy for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment, and/or coercion which involve or affect employees, or which occur on CW property or at a worksite, will not be tolerated. Employees who are found to have committed acts of workplace violence will receive discipline and possible criminal prosecution, depending on the nature of the offense.

Prohibited Acts of Violence

Prohibited acts of workplace violence include, but are not limited to, the following:

1. Hitting or shoving an individual.
2. Threatening to harm an individual or her family, friends, associates, or property.
3. The intentional destruction or threat of destruction of property.
4. Making harassing or threatening telephone calls, or sending harassing or threatening letters or other forms of written or electronic communications, including e-mail and website postings.
5. Intimidating or attempting to coerce an employee to do wrongful acts, as defined by applicable law, administrative rule, policy, or work rule.

6. The willful, malicious and repeated following of another person, also known as “stalking” and/or making threats with the intent to place another person in reasonable fear for her/his own safety.
7. Suggesting or otherwise intimating that an act to injure persons or property is “appropriate”, without regard to the location where the suggestion or intimation occurs.
8. Unauthorized possession or inappropriate use of firearms, weapons, or any other dangerous devices on CW property.

Warning Signs and Risk Factors The following are examples of warning signs, symptoms and risk factors that may indicate an employee’s potential for violence. Employees should be aware of these indicators. In all situations, if violence appears imminent, employees should take the precautions necessary to assure their own safety and the safety of others. An employee should immediately notify his/ her supervisor if she/he witnesses any of the following behaviors:

1. Dropping hints about a knowledge of firearms.
2. Making intimidating statements such as: “I’ll get even,” or “You haven’t heard the last from me.”
3. Keeping records of other employees the individual believes to have violated departmental policy.
4. Physical signs of anger, such as, hard breathing, reddening of complexion, menacing stares, loudness, and profane speech.
5. Acting out violently either verbally or physically.
6. Excessive bitterness by a disgruntled employee or an ex-employee.
7. Being a loner, avoiding all social contact with co-workers.
8. Having a romantic obsession with a co-worker who does not share that interest.
9. History of interpersonal conflict.
10. Domestic problems, unstable/dysfunctional family.
11. Brooding, depressed, strange behavior, a “time bomb ready to go off.”

SECTION 6.11: CONCEALED CARRY

Consistent with the Ohio Revised Code, no employee, contractor, client or other individual may carry, possess, convey or attempt to convey a deadly weapon or ordinance onto the property of CW. A valid concealed carry license does not authorize an individual to carry such a weapon onto these premises. Law enforcement officers specifically authorized to carry a firearm are exempted from this provision and may be permitted to carry a concealed weapon.

CW employees are prohibited from carrying firearms any time they are working for CW or acting within the course and scope of employment. These situations include, but are not limited to attending training sessions or seminars, wearing CW identification/uniform, and working in resident’s homes or other sites off CW premises. No employee or member of the public may carry, transport, or store a concealed weapon, firearm, or ammunition in a CW owned vehicle.

This policy does not prohibit employees possessing a valid license to carry a concealed handgun from transporting and/or storing a firearm or ammunition in their personal vehicle at work locations where their personal vehicle is otherwise permitted (e.g. CW parking lots). However, the employee must leave the firearm and ammunition in their personal vehicle stored in accordance with the storage provisions of the Concealed Carry statute. Employees are neither permitted to remove their firearm and ammunition in

their personal vehicle while at work locations nor are they permitted to bring a concealed firearm or ammunition into a CW owned building.

Employees shall immediately contact a supervisor if they suspect an employee, member of the public is carrying a concealed weapon, firearm, or ammunition on CW premises, or at any time an employee is working for CW, acting within in the course and scope of employment, or acting as a representative of CW. Any violation of this policy may result in disciplinary action.

ORDINANCE NO. 17-055

AN ORDINANCE TO AMEND CHAPTER 1317 OF THE CODIFIED ORDINANCES OF THE CITY OF CANAL WINCHESTER TO ADOPT THE 2017 OHIO BUILDING CODE, OHIO MECHANICAL CODE, AND OHIO PLUMBING CODE INCLUDING ALL REFERENCED STANDARDS THEREIN

WHEREAS, PURSUANT TO Section 4.12 of the Charter of the City of Canal Winchester, Council may by ordinance or resolution adopt standard ordinances and codes, including codes pertaining to building standards; and

WHEREAS, Council desires to adopt the 2017 Ohio Building Code, Ohio Plumbing Code, and Ohio Mechanical Code, including all referenced standards contained therein;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Section 1317 of the Codified Ordinance of the City of Canal Winchester is hereby amended to read as follows:

1317.01 ADOPTION

That Chapters 4101:1-1 through 4101:1-35 of the Ohio Administrative Code, designated as the "2017 Ohio Building Code", Chapters 4101:2-1 through 4101:2-15 of the Ohio Administrative Code designated as the "2017 Ohio Mechanical Code", Chapters 4101:3-1 to 4101:3-15 OF THE Ohio Administrative Code designated as the "2017 Ohio Plumbing Code", and all referenced standards contained therein, shall apply and be enforced within the Municipality of Canal Winchester, Ohio.

SECTION 2: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director

ORDINANCE NO. 17-056

AN ORDINANCE TO REPEAL ORDINANCE NO. 44-13 AND AMEND THE ADOPTED COMBINED DEVELOPMENT FEE SCHEDULE

WHEREAS, the adoption of Ordinance No. 44-08 combined the various development fees of the municipality under one ordinance. Ordinance No. 44-08 was amended by Ordinances 28-11, 44-12 and Ordinance 44-13; and

WHEREAS, Ordinance 44-13 shall be repealed;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1.

This Combined Development Fee Schedule includes the following: Zoning, Building, Engineering Review, Construction Inspection and Bonding Requirements, and Right of Way.

SECTION 2. ZONING FEES

2.1	Conditional Use	\$150.00 \$250.00
2.2	Copy of Subdivision Regulations	\$35.00
2.3	Copy of Zoning Code	\$35.00
2.4	Demolition Permit	\$25.00
2.5	Floodplain Permit	\$25.00 \$75.00 plus municipal engineer fees
2.6	Moving a structure greater than 200 sq. ft. \$300,000.00	\$60.00; plus proof of liability insurance
2.7	Park Fee (residential development only)	\$750.00 \$1,000.00 per lot or dwelling unit
2.8	Planned District, Preliminary Plan:	
2.8.1	Less than 100 acres	\$500.00 \$750.00
2.8.2	100-500 acres	\$750.00 \$1,000.00
2.8.3	Greater than 500 acres	\$1,000.00 \$1,500.00
2.9	Planned District, Development Plan	\$0.10 per sq. ft. (maximum \$2,000.00 \$2,500.00)
2.10	Satellite Ground Station	\$25.00
2.11	School Facilities Fee - Land Dedication, or fair market value of the land per the following formulas:	
2.11.1	Single Family	0.03 acres per unit
2.11.2	Multi-Family (1 Bed)	0.01 acres per unit

2.11.3	Multi-Family (2 Bed)	0.015 acres per unit
2.11.4	Multi-Family (3 Bed)	0.03 acres per unit
2.12	Signs:	
2.12.1	Monument Sign	\$50.00 for first 25 sq. ft., plus \$1.00 for each additional sq. ft.; maximum \$200.00 \$250.00
2.12.2	Wall Sign	\$25.00 for first 25 sq. ft., plus \$1.00 for each additional sq. ft.; maximum \$150.00 \$250.00
2.12.3	Temporary Sign	\$25.00
2.13	Site Development Plan:	
2.13.1	Major	\$0.10 per sq. ft.; maximum fee of \$2,000.00 \$2,500.00 and minimum fee of \$500.00
2.13.2	Minor	\$50.00 \$100.00
2.14	Street Tree Fund:	
2.14.1	Downtown Area only (see Attachment 1)	\$3.00 per linear foot of public street frontage
2.14.2	All Other Areas	\$9.00 per lineal foot of public street frontage
2.15	Subdivision:	
2.15.1	Minor (Lot Split)	\$100.00
2.15.2	Preliminary Plan	\$400 \$250 plus \$5.00 \$10.00 per lot
2.15.3	Final Plat	\$200 plus \$10.00 per lot
2.16	Temporary Use/Special Event Permit	\$25.00 (Public entities shall be exempt from this fee)
2.17	Tree Removal	\$25.00
2.18	Variance:	
2.18.1	Administrative Variance	\$50.00
2.18.2	Residential Variance	\$400.00 \$200.00
2.18.3	Non-residential Variance	\$450.00 \$250.00
2.19	Zoning Amendment:	

2.19.1	Zoning Code (Text) Amendment	\$150.00 \$250.00
2.19.2	Zoning Map Amendment	\$150.00 \$250.00 for first acre Plus \$25.00 for each additional acre; maximum \$500.00
2.20	Zoning Permit (Certificate of Zoning Compliance)	\$25.00
2.21	Photocopying	\$0.05 per 8½ “ by 11” size page after the first 20 pages
2.22	Transcript of meeting minutes of any Council, Commission, Board, Committee etc.	\$10.00 per page
2.23	Electronic copy on CD of any minutes or presentation of any Council, Commission Board, Committee etc.	\$10.00 per CD

SECTION 3. BUILDING FEES.

3.1	Residential Plan Review	
3.1.1	<u>New Construction</u>	
	A. Single Family With or Without Attached Garage	\$300.00
	B. Single Family Addition, More Than 1 Room	\$200.00
	C. Twin Single With or Without Attached Garage (per unit)	\$300.00
	D. Multi-family & Townhouses (per unit)	\$300.00
	F. Resubmittal of plans for review	\$65.00
3.1.2	<u>Accessory Structures – Permit & Inspection Fees</u>	
	A. 201 sq. ft. to 400 sq. ft.	\$50.00 \$100.00
	B. Greater Than 400 sq. ft.	\$75.00 \$125.00
	C. Decks Greater Than 200 Sq. Ft. or Attached to the House	\$75.00 \$125.00
3.1.3	<u>Remodeling</u>	
	A. One Family to Two Family Conversion	\$200.00
	B. Remodel – No Structural Change	\$35.00 \$50.00
	C. Remodel – Structural Change	\$65.00 \$100.00
	D. Resubmittal of plans for review	\$65.00
3.1.4	<u>Residential Inspection Fees</u>	
	A. Footer	\$60.00
	B. Foundation	\$60.00
	C. House Slab	\$60.00
	D. Basement Slab	\$60.00
	E. Garage Slab	\$60.00
	F. Lower Level Slab	\$60.00
	G. Crawl Cap	\$60.00
	H. Framing	\$60.00

	I. Temporary Electric	\$60.00
	J. Underground Electric	\$60.00
	K. Rough Electric	\$60.00
	L. Electric Service	\$60.00
	M. Final Electric	\$60.00
	N. Rough HVAC	\$60.00
	O. Rough Insulation	\$60.00
	P. Final HVAC	\$60.00
	Q. Final Insulation	\$60.00
	R. Gas Pressure Test	\$60.00
	S. Radon	\$60.00
	T. Re-Inspection	\$60.00
	U. Thermal Ply Inspection	\$60.00
	V. Drywall Nail Pattern Inspection	\$60.00
	W. ADA Sidewalk Inspection	\$60.00
3.2	Non-Residential Plan Review	
3.2.1	<u>Plan Review</u>	
	A. Structural	\$250.00
	B. Mechanical	\$250.00
	C. Electrical	\$250.00
	D. Fire Suppression	\$250.00
	E. Fire Detection	\$250.00
	F. Minor Alteration	\$0 - \$250.00
3.2.2	<u>Non-Residential Inspection Fees</u>	
	A. Structural	\$0.095 \$0.1050 per sq. ft.
	B. Mechanical	\$0.0575 \$0.065 per sq. ft.
	C. Electrical	\$0.0575 \$0.065 per sq. ft.
	D. Fire Suppression	\$0.0575 \$0.065 per sq. ft.
	E. Fire Detection	\$0.0575 \$0.065 per sq. ft.
	F. Re-Inspection	\$60.00
	G. Special Inspection	\$60.00
	H. Minor Alteration – Based on Residential Inspection Fees (3.1.4)	
3.2.3	Old Town Area Under 5,000 sq. ft.	\$300.00 flat fee Plus Administrative Fee
3.2.4	Change of Use/Occupancy	\$35.00 -\$75.00
3.3	Other Building Fees	
3.3.1	Certificates of Occupancy	
	A. Temporary Occupancy (Residential)	\$100.00
	B. Temporary Occupancy (Non-Residential)	\$350.00 plus a bond equal to twice the cost of the remaining improvements

C.	Final Occupancy	\$50.00
3.3.2	Administrative Fee	10.00% of Total
3.3.3	Replacement of Inspection Card	\$25.00
3.3.4	Recertification of Lost Plans	\$50.00 \$100.00
3.4	Penalty Violation of Section 105.1 of the Residential Code of Ohio or the Ohio Building Code (building permit required)	Double Fees

**For After Hours Inspection Rates See Section 7

SECTION 4. CIVIL ENGINEERING PLAN REVIEW.

4.1	Technical Review Group Plan Review Fees (excluding Municipal Engineer fees)	
4.1.1	Civil Engineering Plan Review (includes 2 rounds of review)	\$1,000
4.1.2	Each additional round of plan review:	\$500
4.2	Municipal Engineer Plan Review Fees	
4.2.1	<u>Traffic Study Review</u> (if applicable)	
A.	Traffic Access Study	\$750.00
B.	Traffic Impact Study	\$3,500.00
C.	Regional Traffic Study	TBD
D.	Additional Meetings (Note: 1 meeting included in base fee)	\$250.00 per meeting
4.2.2	<u>Civil Engineering Plan Review</u>	
A.	Storm Water Management Report: Area less than 5 acres	\$750.00
	Area 5 acres or more	\$1,000.00
B.	Utility Studies (water and sewer)	TBD
C.	Residential Development	\$400.00 \$150.00 per sheet
D.	Non-Residential Development	\$100.00 per sheet
E.	GIS Update	\$50.00 \$150.00

SECTION 5. BONDS, INSURANCE, AND INSPECTION FEES.

- 5.1 Performance Bond: 100% of the subdivider's/developer's engineer's detailed cost estimate reviewed by the municipal engineer.
- 5.2 Maintenance Bond: Prior to the release of a performance bond, the subdivider/developer shall present a maintenance bond equal to 5% of the value of the public and private improvements required by the approved improvement plans and the subdivision regulations.

- 5.3 Indemnity Insurance: A policy of indemnity insurance for personal liability and property damage, in the amount of \$1,000,000/\$2,000,000, protecting the Municipality against claims for damage to person or property resulting from or by reason of the construction of the required improvements, shall be furnished to the Municipality and maintained in force by the subdivider/developer.
- 5.4 Inspection Fees: Payment for inspection, monitoring and the testing of materials in the amount of 7½ % of the construction cost of the required improvements based on the subdivider's/developer's engineer's detailed estimate of said improvements.
 - 5.4.1 Any retainage of the inspection fee remaining at the completion of the construction will be returned to the subdivider/developer. If the inspection, monitoring and testing fees are anticipated to exceed the original retainage amount, the subdivider/developer shall be required to deposit additional fees to the Municipality.
- 5.5 NPDES Inspection Fees: Payment of \$300 per month multiplied by the number of months of land disturbing activities set forth in the OEPA NPDES Phase II Permit.
- 5.5.1 Re-Inspection Fee: A reinspection fee of \$65.00 when notification is made to the subdivider/developer for land disturbing activities found to be non-compliant.

SECTION 6. RIGHT-OF-WAY FEES.

To ensure adequate public compensation for monitoring compliance with municipal requirements and protection of public property, the following right-of-way permit fees are hereby adopted. The fees in Section 6 may be adjusted for inflation by the Mayor, however, not more than once per calendar year.

6.1	Right-Of-Way Curb Cut	\$35.00
6.2	Right-Of-Way Cut for Private Utility Work Single New Service line / tap:	
6.2.1	Soft surface	\$50.00
6.2.2	Hard surface	\$250.00
6.3	Right-Of-Way Cut for Private Utility Work Single Isolated Repair:	
6.3.1	Soft surface	\$50.00
6.3.2	Hard surface	\$250.00
6.4	Relocation of utility main schedule, location and impact to public infrastructure	TBD based on project
6.5	New construction of utility main	TBD based on project schedule, location and impact to public infrastructure

SECTION 7. AFTER HOURS INSPECTION.

Inspection fee for after normal workday hours or on the weekend for an inspection performed by or for any municipal department shall be \$150.00 for the first two (2) hours and \$50.00 for each hour thereafter.

~~SECTION 8. ROUNDING OF ALL DEVELOPMENT FEES:~~

~~In calculating development fees identified in this ordinance, all fees shall be rounded to the nearest dollar as illustrated below:~~

<u>Calculated fee</u>	<u>Rounded Fee To Be Charged</u>
\$1.01 to \$1.49	\$1.00
\$1.50 to \$2.00	\$2.00

SECTION 8. At the discretion of the Mayor any fee in the combined development fee schedule can be reduced or waived as an incentive to attract business or to reuse vacant structures. To be considered for this incentive the value of the proposed improvements will need to be in excess of \$100,000 or the building or portion of the building proposed for improvements will need to have been vacant for a period of at least one year immediately preceding the proposed improvements.

SECTION 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

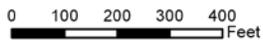
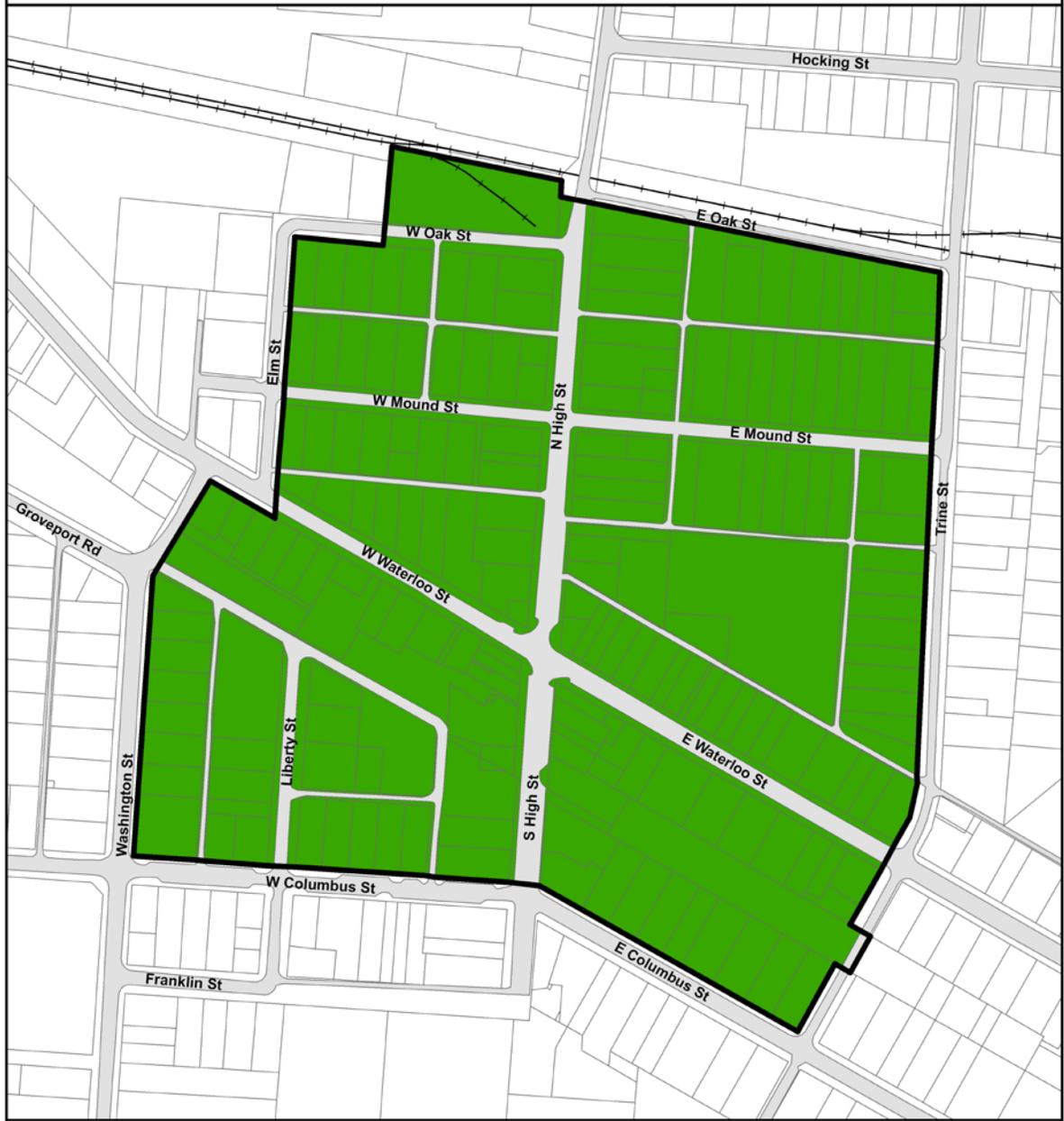
LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

Attachment 1

Downtown Area Exempt from Off-Street Parking Requirements and Charged 1/3 of the Street Tree Fund



Memorandum



To: City Council, Mayor Ebert
From: Lucas Haire, Development Director
Date: October 30, 2017
Re: Combined Development Fee Schedule

The Canal Winchester combined development fee schedule has remained unchanged since 2013. We have been continuing to monitor fees in connection with the costs to provide services for building, zoning, and development services. The City of Canal Winchester has traditionally followed the State of Ohio Building Department fees for commercial inspections services. The attached proposal includes a fee increase in line with the State of Ohio increase that went into effect on November 1. The remaining building fees have stayed the same for the most part with the exception to a proposed increase in fees for decks, garages, and remodeling or additions. Since we have privatized plan review there is an increased cost for these services. This proposed fee increase will help cover the full cost of providing plan review for these projects.

There are a number of fee increases proposed for zoning submittals. The costs of legal advertising continue to increase for these projects so that the current costs of some applications do not cover the advertising and mailing fees required. The increase will help cover the costs of these requirements and to assist with cover some of the costs associated with staff review.

There is also a proposed increase in the park fee that is assessed on a per unit basis for residential property. This fee has been \$750 since 2009. With the current parks planning process underway it has been determined there are a number of capital improvement needs for our parks that will be exacerbated by additional residents moving to the community. To meet those capital improvement needs and to assist with providing the park improvements desired by residents we have proposed to increase the park fee from \$750 to \$1,000.

ORDINANCE NO. 17-057

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT ONE PARCEL OF LAND FROM WINCHESTER RIDGE THREE LLC

WHEREAS, Council approved the Winchester Ridge Phase III final development plan with Ordinance 17-019; and

WHEREAS, a condition of zoning approval of the plan was dedication of a parcel fronting Busey Road to allow for its incorporation as road right-of-way.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be and hereby is authorized to execute and accept the deed from Winchester Ridge Three LLC for 0.775 acres fronting Busey Road as described in Exhibit A attached.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNCIL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **WINCHESTER RIDGE THREE LLC**, an Ohio limited liability company (“Grantor”), for valuable consideration paid, hereby grants with limited warranty covenants to **THE CITY OF CANAL WINCHESTER**, an Ohio political subdivision (“Grantee”), whose tax mailing address is 36 S. High Street, Canal Winchester, Ohio 43110, all such right, title and interest of Grantor in and to the real property, with appurtenances thereunto belonging, situated in the City of Canal Winchester, County of Fairfield, and State of Ohio, as more particularly described on Exhibit A attached hereto and made a part hereof (the “Property”).

Permanent Parcel No.: _____

Property Address: Vacant Land, Busey Road, Canal Winchester, Fairfield County, Ohio

Prior Deed Reference: Book _____, Page _____ of the Official Records of Fairfield County, Ohio

Subject to conditions, covenants, easements, limitations, reservations and restrictions of record, if any, zoning ordinances, if any, and real estate taxes and assessments, both general and special, which are a lien but not yet due and payable.

(signature appears on following page)

Grantor caused this Deed to be executed as of the ____ day of _____, 2017.

GRANTOR:

WINCHESTER RIDGE THREE LLC,
an Ohio limited liability company

By: _____
David Conwill, Manager

STATE OF OHIO)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2017 by David Conwill, the Manager of Winchester Ridge Three LLC, an Ohio limited liability company, on behalf of said limited liability company.

Notary Public

Name: _____

My commission expires: _____

This Instrument Prepared By:

Lauren May, Esq.
Hurtuk & Daroff Co., LLP
Parkland Terrace
6120 Parkland Boulevard, Suite 100
Cleveland, Ohio 44124

EXHIBIT A

Property

DESCRIPTION OF A 0.775 ACRE RIGHT-OF-WAY PARCEL

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, Violet Township, located in the Southwest Quarter of Section 21, Township 15, Range 20, Congress Lands East of the Scioto River, and being part of that 21.270 acre tract of land described in a deed to C3 Church Assembly of God, of record in Official Record 1660, Page 3836, all records referenced herein are on file at the Office of the Recorder for Fairfield County, Ohio, and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Southwest Quarter, being at the intersection of the centerline of right-of-way for Busey Road and the centerline of right-of-way for Diley Road, (reference a disc in a monument box found North 22 degrees 26 minutes 42 seconds East at a distance of 0.42 feet);

Thence **South 85 degrees 35 minutes 41 seconds East**, along the centerline of right-of-way for Busey Road and along the north line of said Southwest Quarter, a distance of **828.36 feet** to the northwest corner of said 21.270 acre tract, being the northeast corner of that 3.478 acre right-of-way parcel described in a deed to The Village of Canal Winchester, Ohio, of record in Official Record 1490, Page 1410, said point being the **TRUE POINT OF BEGINNING** for this description;

Thence **South 85 degrees 35 minutes 41 seconds East**, continuing along the centerline of right-of-way for Busey Road, continuing along the north line of said Southwest Quarter, along the north line of said 21.270 acre tract, a distance of **844.26 feet** to the northeast corner of said 21.270 acre tract, being the northwest corner of that 6.015 acre tract of land described in a deed to Board of Trustees of Violet Township, Ohio, of record in Official Record 1486, Page 2466;

Thence **South 04 degrees 31 minutes 32 seconds West**, along the east line of said 21.270 acre tract and along the west line of said 6.015 acre tract, a distance of **40.00 feet** (passing a 1 inch iron pin found at a distance of 17.46 feet offline 0.10 feet to the right) to an iron pin set;

Thence **North 85 degrees 35 minutes 41 seconds West**, across said 21.270 acre tract, a distance of **844.25 feet** to a point on the west line of said 21.270 acre tract, being at the southeast corner of said 3.478 acre right-of-way parcel, and being on the east line of that original 39.028 acre tract of land described in a deed to Shrimangeshi, LLC, of record in Official Record 1447, Page 1914, (reference a 1" iron pin found bearing North 55 degrees 16 minutes 37 seconds West at a distance of 0.14 feet);

Thence **North 04 degrees 30 minutes 30 seconds East**, along the west line of said 21.270 acre tract, along the east line of said 3.478 acre right-of-way parcel and along the east line of said original 39.028 acre tract, a distance of **40.00 feet** (passing a ¾" iron pipe found at a distance of 22.50 feet offline 0.09 feet to the left) to the **TRUE POINT OF BEGINNING** for this description.

The above described right-of-way parcel contains a total area of **0.775 acres** (including 0.339 acres with the present road occupied of Busey Road) within Fairfield County Auditor's parcel number 0420388700.

The bearings described herein are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins set are 30" long by 5/8" diameter rebar with caps stamped "ASI PS-8438".

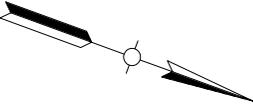
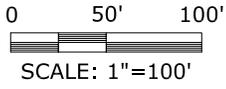
The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on September 27, 2017, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

Brian P. Bingham, PS
Registered Professional Surveyor No. 8438

Date

STATE OF OHIO, COUNTY OF FAIRFIELD
 CITY OF CANAL WINCHESTER, VIOLET TOWNSHIP
 SECTION 21, TOWNSHIP 15, RANGE 20
 CONGRESS LANDS EAST OF THE SCIOTO RIVER



PID: 0420388810
 SHRIMANGESHI, LLC
 OR 1447, PG 1914
 39.028 AC.

PID: 0420388811
 THE VILLAGE OF CANAL WINCHESTER, OHIO
 OR 1490, PG 1410
 3.478 AC.

- I.P.F. Iron Pin Found
- I.P.S. Iron Pin Set
- ⊙ Disc in Monument Box

BASIS OF BEARINGS

The bearings described herein are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

RECORD DOCUMENTS USED

Surveys:

11406, 12576, 16689, 17370, 17701,
 17702, 17708, 17720, 17853, 17943,
 18599, 18764, 18810, 19016

Plats:

P.C. 1-Slot 84, P.C. 2-Slot 65

Deeds:

OR 1447-Pg 1914, OR 1486-Pg 2462,
 OR 1486-Pg 2466, OR 1490-Pg 1410,
 OR 1522-Pg 753, OR 1527-Pg 1673,
 OR 1527-Pg 1675, OR 1660-Pg 3836,
 OR 1697-Pg 1581, OR 1705-Pg 3917,
 OR 1731, Pg 2057, OR 1731-Pg 2079

0.775 AC.
 (including 0.339 Ac.
 in P.R.O.)

S04°31'32"W
 40.00'

1" IRON PIPE FND

THIS EXHIBIT WAS PREPARED BY BRIAN P. BINGHAM, REGISTERED PROFESSIONAL SURVEYOR NO. 8438, BASED ON AN ACTUAL SURVEY OF THE PREMISES, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BRIAN P. BINGHAM
 REGISTERED PROFESSIONAL SURVEYOR NO. 8438

DATE

AMERICAN
STRUCTUREPOINT
 INC.

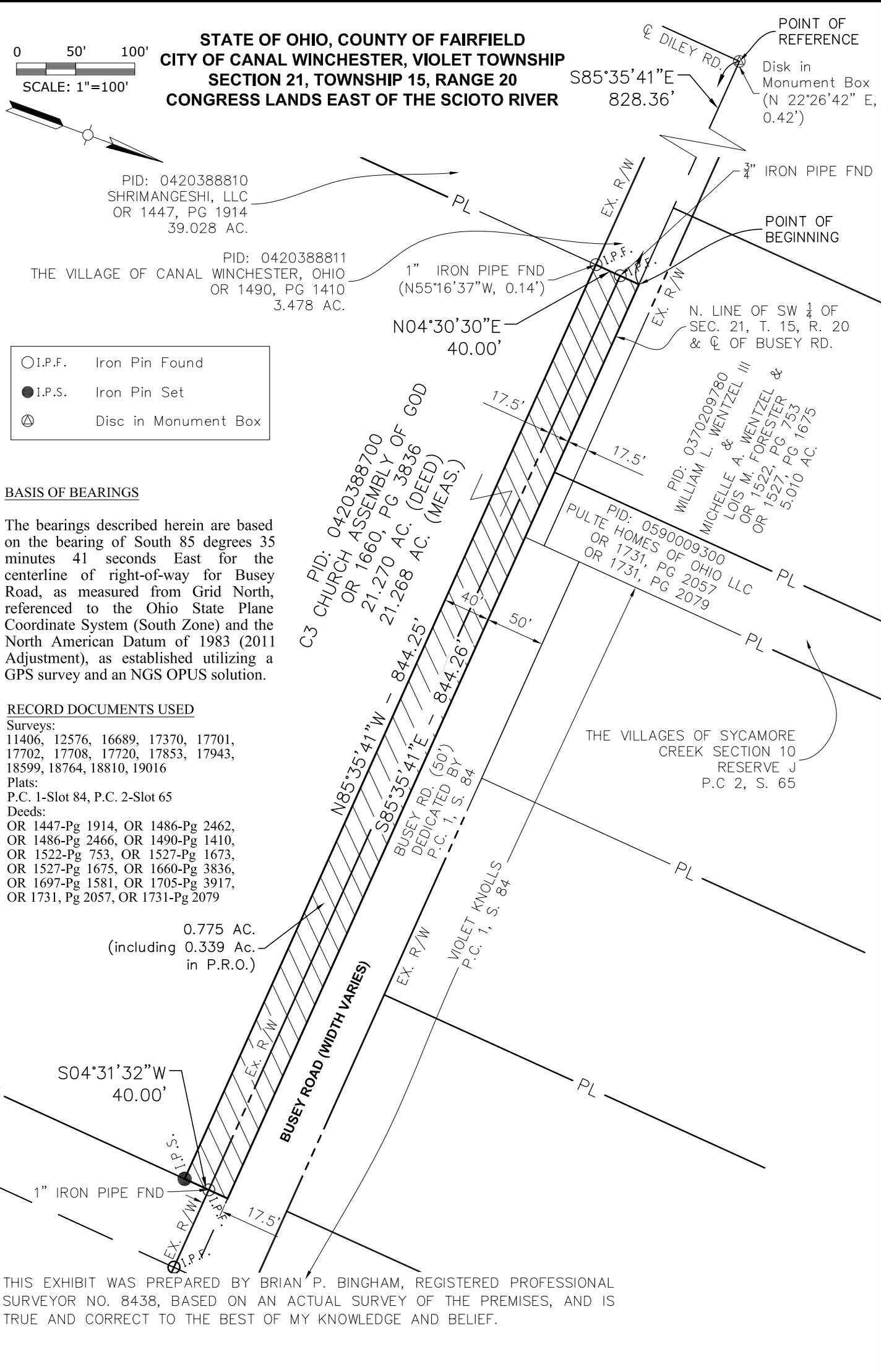
2550 Corporate Exchange Drive | Suite 300
 Columbus, Ohio 43231
 TEL 614.901.2235 | FAX 614.901.2236
 www.structurepoint.com

EXHIBIT "B"
 FOR
 0.775 ACRE R/W DROP
 FAIRFIELD COUNTY, OHIO

DATE:	10/24/2017
DRAWN BY:	MJW
CHECKED BY:	BPB
JOB NUMBER:	2016.02769

1 of 1

PLOT DATE: 10/24/2017 10:16 AM
 PLOT SCALE: 1:1
 EDITED BY: BBINGHAM
 DRAWING FILE: C:\2016\02769\Drawings\Survey\201602769.SV\2017-10-24-FINAL_PLAT.dwg
 EDIT DATE: 10/24/2017



ORDINANCE NO. 17-040

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TAX INCREMENT FINANCING AGREEMENT WITH PROPERO CANAL WINCHESTER, LLC

WHEREAS, this Council previously passed Ordinance 13-33 on November 5, 2013 (the “Gender Road Public Improvement TIF Ordinance”), declaring improvements to certain parcels of real property to be a public purpose and requiring the owners of such parcels to make service payments in lieu of taxes on the improvements to parcels to fund those public improvements described in the Gender Road Public Improvement TIF Ordinance, all as provided in Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code; and

WHEREAS, this Council previously amended Ordinance 13-33 on with the Ordinance 16-037 passed on December 19, 2016 adding certain acreage to the TIF area, defined by the TIF Ordinance, including property owned by Propero Canal Winchester, LLC; and

WHEREAS, this Council desires to enter into an agreement with the owners of certain parcels in the Gender Road Public Improvement TIF area who, conditioned upon reimbursement by the City of Canal Winchester through the Gender Road Public Improvement TIF, are willing to construct public water improvements, and public pedestrian facilities that substantially benefit the TIF area;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO AS FOLLOWS:

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Tax Incentive Financing Agreement with Propero Canal Winchester, LLC, in a form substantially similar to the agreement attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Canal Winchester, Franklin County, Ohio.

Section 3: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

TAX INCREMENT FINANCING AGREEMENT

THIS TAX INCREMENT FINANCING AGREEMENT (the "*Agreement*") is made and entered into this ____ day of August, 2016 (the "*Effective Date*"), by and between the CITY OF CANAL WINCHESTER, OHIO ("*City*"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "*State*") and its Charter, and PROPERO CANAL WINCHESTER, LLC, an Ohio limited liability company (the "*Developer*" and together with the City, the "*Parties*"), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I hereof).

RECITALS:

WHEREAS, the Developer owns or will own certain real property located at Gender Road, and Developer plans to construct and/or has constructed the Private Improvements (as herein defined) on that real property; and

WHEREAS, the Parties have determined that certain Public Infrastructure Improvements will need to be constructed to facilitate the development of the Private Improvements; and

WHEREAS, in accordance with the TIF Statutes and pursuant to the TIF Ordinance, the Parties have entered into the TIF Agreement to provide generally for the development and financing of the Public Infrastructure Improvements;

Whereas, the Developer has contracted with The Daimler Group, Inc. ("*Contractor*") for the construction and installation of the Public Improvements; and

WHEREAS, the City has determined pursuant to the TIF Ordinance that it would be in the best interests of the City to contract with the Developer to provide for the construction and installation of the Public Infrastructure Improvements in the manner described herein;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

Section 1.2. Definitions. As used herein:

“Agreement” means this Tax Increment Financing Agreement by and between the City and the Developer and dated as of the Effective Date.

“Authorized City Representative” means the Mayor of the City. The City may from time to time provide a written certificate to the Developer signed on behalf of the City by the Mayor designating an alternate or alternates who shall have the same authority, duties and powers as the Authorized City Representative.

“Authorized Developer Representative” means Mark Chandler. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer designating an alternate or alternates or a substitute who shall have the same authority, duties and powers as the Authorized Developer Representative.

“City” means the City of Canal Winchester, Ohio, an Ohio municipality.

“City Council” means the City Council of City.

“Code” means the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations (whether temporary or final) under the Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

“Construction Documents” means this Agreement and the Drawings and Specifications as such documents may be revised or supplemented from time to time with the approval of the Authorized City Representative and the Authorized Developer Representative, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Infrastructure Improvements and when completed, will be placed on file with the Authorized City Representative on behalf of the City.

“Cost of the Work” means the estimated costs of the construction and installation of the Public Infrastructure Improvements that are reflected in **EXHIBIT B**.

“Contractor” means the Daimler Group.

“County” means the County of Franklin, Ohio.

“Developer” means Propero Canal Winchester, an Ohio limited liability company organized and existing under the laws of the State, including any successors or assigns thereof permitted under this Agreement.

“Developer’s Completion Certificate” shall have the meaning set forth in Section 4.3(a) hereof.

“Developer TIF Reimbursement Amount” means the amount of the cost to construct the Public Infrastructure Improvements, which shall not exceed One Hundred Thousand Dollars (\$100,000.00).

“Drawings and Specifications” shall have the meaning set forth in Section 5.1 hereof.

“Effective Date” means the date as defined in the preambles of this Agreement.

“Engineer” means Andrews Architects, or any other architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by the City with the consent of the Authorized Developer Representative, which consent shall not be unreasonably withheld or delayed.

“Engineer’s Completion Certificate” shall have the meaning set forth in Section 4.3(b) hereof.

“Event of Default” means an Event of Default under Section 7.1 hereof.

“Force Majeure” means acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any other cause or event not reasonably within the control of the Developer or the City, as the case may be, excluding, however, the inability of the Developer to obtain financing for its obligations hereunder.

“Notice Address” means:

as to City: City of Canal Winchester
36 S. High St.
Canal Winchester, Ohio 43110
Attention: City Manager

as to Developer: Propero Canal Winchester, LLC
c/o Lancaster Pollard
65 E. State St., 16th Floor
Columbus, OH 43215
Attention: Christian R. Mauger, Sr. V.P.

“Person” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“Private Improvements” means the project proposed to be constructed by the Developer consisting of up to 87,000 ± square foot senior living facility and related improvements.

“Public Infrastructure Improvements” means the public infrastructure improvements as generally described on EXHIBIT A and depicted on EXHIBIT C, each attached hereto and incorporated herein by reference and which will be more specifically described in the Construction Documents.

“Public Infrastructure Improvements Site” means the real property depicted on EXHIBIT C attached hereto and incorporated herein by reference.

“State” means the State of Ohio.

“TIF Fund” mean the Gender Road Public Improvement Tax Increment Equivalent Fund created in Section 3 of the TIF Ordinance.

“TIF Ordinance” means Ordinance No. 13-33 passed on November 4, 2013 by the City Council.

“TIF Statutes” means collectively, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, as those sections may be amended from time to time.

“Work” means the construction of the Public Infrastructure Improvements in accordance with this Agreement.

Section 1.3. Interpretation. Any reference in this Agreement to City or to any officers of City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms *“hereof”*, *“hereby”*, *“herein”*, *“hereto”*, *“hereunder”* and similar terms refer to this Agreement; and the term *“hereafter”* means after, and the term *“heretofore”* means before, the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

Section 1.4. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 1.5. Conflicts among the TIF Ordinance, TIF Agreement and Construction Documents. Where there is a conflict between the TIF Ordinance, this Agreement and the Construction Documents, the conflict shall be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement.

If an item is shown on the Drawings but not specified, the Developer shall provide the item of the same quality as similar items specified, as determined by the Engineer. If an item is specified but not shown on the Drawings, it shall be located as directed by the Engineer.

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1. General Agreement Among Parties. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate the construction of the Public Infrastructure Improvements.

Section 2.2. Term of Agreement. This Agreement shall become effective as of the Effective Date and shall continue until the Parties have satisfied their respective obligations as set forth in this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1. Representations and Covenants of City. City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to City which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to City, including its Charter, and do not and will not conflict with or

result in a default under any agreement or instrument to which City is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by City and all steps necessary to be taken by City have been taken to constitute this Agreement, and the covenants and agreements of City contemplated herein are valid and binding obligations of City, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The TIF Ordinance has been duly passed and shall be in full force and effect on the earliest date permitted by law.

Section 3.2. Representations and Covenants of the Developer. The Developer represents and covenants that:

(a) It is a limited liability company duly organized and validly existing under the applicable laws of the State.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Developer which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the Developer, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to the Developer, and do not and will not conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement, and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the Developer wherein an unfavorable ruling or decision would materially and adversely affect the Developer's ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

ARTICLE IV

CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 4.1. General Considerations. In consideration of the Developer's promise to construct or cause to be constructed the Public Infrastructure Improvements, the City agrees, subject to Section 4.4 hereof, to reimburse and/or otherwise pay the Developer the Developer TIF Reimbursement Amount in accordance with Section 6.2 and/or any other applicable provisions of this Agreement.

Section 4.2. Construction of the Public Infrastructure Improvements. The Developer covenants and agrees that it will cause to be constructed and installed by the Contractor all of the Public Infrastructure Improvements in accordance with this Agreement and the Construction Documents.

The Developer shall cause the Contractor to supervise, perform and direct the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work.

The Developer shall cause the Contractor to submit the names of the subcontractors it proposes to use. Under no circumstances will the Developer permit Contractor to use any subcontractor who is not specified. The City will promptly reply to the Developer in writing stating whether or not the City has reasonable objection to any such proposed person or entity.

The Developer agrees that the Public Infrastructure Improvements, including all rights-of-way and easements associated therewith, including those identified on EXHIBIT C (which is attached hereto and incorporated herein by reference), shall be dedicated for public use upon completion and acceptance as provided in Sections 4.3 and 4.4 hereof.

Section 4.3. Completion of the Public Infrastructure Improvements. The Public Infrastructure Improvements shall be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the "*Developer's Completion Certificate*") from the Authorized Developer Representative that the Public Infrastructure Improvements have been completed and are ready for final acceptance by the City, which notice shall (i) generally describe all property acquired or installed as part of the Public Infrastructure Improvements; (ii) state the Cost of the Work, and (iii) state and shall constitute the Developer's representation that the construction, improvement and equipping of the Public Infrastructure Improvements have been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been

paid, there are no mechanics' liens or to its knowledge, after reasonable inquiry, any basis for such liens, and all obligations, costs and expenses in connection with the Public Infrastructure Improvements have been paid or discharged.

(b) Receipt from the Engineer of a final Certificate of Completion (the "*Engineer's Completion Certificate*") stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, that the Public Infrastructure Improvements have been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items, that the construction, improvement and equipping of the Public Infrastructure Improvements have been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that the Public Infrastructure Improvements have been approved by the relevant public authorities.

Section 4.4. Acceptance of the Public Infrastructure Improvements. The City shall have no obligation to accept the Public Infrastructure Improvements until (a) the Public Infrastructure Improvements have been satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer's Completion Certificate and properly dedicated as public rights-of-way and easements to the City; (b) the City has received the Developer's Completion Certificate, the Engineer's Completion Certificate, copies of the approval letters issued by the public authorities as referenced in Section 4.3 herein, and all documents and instruments to be delivered to the City pursuant to the Construction Documents; and (c) the City has received evidence reasonably satisfactory to it that all liens on the Public Infrastructure Improvements, including, but not limited to, tax liens, the lien of any mortgage, and any mechanic's liens, have been or shall be released, or, with respect to mechanic's liens, security therefor has been provided pursuant to Section 5.8 hereof. The City agrees to accept the Public Infrastructure Improvements and the rights-of-way allocable thereto upon satisfaction of the conditions listed in (a) through (c) of the immediately preceding sentence. The acceptance by the City of the Public Infrastructure Improvements shall not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.10. hereof.

Section 4.5. Extensions of Time. If the Developer or the City is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by failure of the Engineer to act as provided in this Agreement, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed shall be extended for such time as is commercially reasonable under the circumstances.

Section 4.6. Changes in the Work. After the execution of this Agreement, and without invalidating this Agreement, the Developer, the City and the Engineer by written agreement (a "*Change Order*") may agree to changes in the Work. Changes in the Work shall be performed under applicable provisions of this Agreement and the Construction Documents, unless otherwise provided in the Change Order.

A Change Order shall be in the form of a written instrument prepared by the Engineer and signed by the Authorized City Representative, the Authorized Developer Representative and the

Engineer, stating their agreement upon (a) the change in the Work, (b) any adjustment of the Cost of the Work, and (c) any extension of the time for performance under this Agreement.

ARTICLE V

FURTHER PROVISIONS RELATING TO THE CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 5.1. Construction Documents. The Developer is causing to be prepared the Construction Documents, which shall be in a form satisfactory to the Authorized City Representative and the Developer. Any working drawings, plans and specifications prepared in connection with the Work (collectively, the "*Drawings and Specifications*") and that comprise the Construction Documents are instruments of service through which the Work to be executed is described. The Developer may retain one record set. The City shall own the copyrights on the Drawings and Specifications and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of the Drawings and Specifications, except the record set of the Developer, shall be returned or suitably accounted for to the City, on request, upon final completion of the Public Infrastructure Improvements, and the copy thereof furnished to the Developer is for use solely with respect to the Public Infrastructure Improvements. They are not to be used by the Developer on other projects without the specific written consent of the City. The Developer is authorized to use and reproduce applicable portions of the Drawings and Specifications appropriate to the execution of obligations with respect to the Public Infrastructure Improvements; provided, however, that any reproduction and distribution of copies of the Drawings and Specifications by the Developer to the extent necessary to comply with official regulatory requirements or obligations of law shall not be construed as an infringement of the copyrights or other reserved rights of the City with respect to the Drawings and Specifications. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings and Specifications.

Section 5.2. Prevailing Wage. The City designates its Finance Director as the prevailing wage coordinator for the Public Infrastructure Improvements (the "*Prevailing Wage Coordinator*"). The Developer acknowledges and agrees that the Public Infrastructure Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall comply, and the Developer shall require compliance by Contractor and shall require Contractor to require compliance by all subcontractors working on the Public Infrastructure Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) shall cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator shall notify the Developer of the prevailing wage rates for the Public Infrastructure Improvements. The Prevailing Wage Coordinator shall notify the Developer of any change in prevailing wage rates within seven working days of receiving notice of such change from the Director of the Ohio Department of Commerce. The Developer shall immediately upon such notification: (a) insure that Contractor and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) insure that all contractors and subcontractors make the same necessary adjustments.

The Developer shall cause its Contractor, upon beginning performance of this Agreement, notify the Prevailing Wage Coordinator of the commencement of Work, supply to the Prevailing Wage Coordinator the schedule of the dates during the life of this Agreement on which the Contractor is required to pay wages to employees. The Developer shall cause Contractor and Contractor shall cause each of its Subcontractors to deliver to the Prevailing Wage Coordinator a certified copy of its payroll within two weeks after the initial pay date, and supplemental reports for each month thereafter and in connection with any Written Requisition which shall exhibit for each employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages. The certification of each payroll shall be executed by the Contractor, subcontractor, or duly appointed agent thereof, if applicable) and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

The Developer shall provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers of the Contractor and shall cause Contractor to provide the same information for subcontractors performing any Work on the Public Infrastructure Improvements as soon as they are available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those contractors or subcontractors. The Developer shall not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to final payment under this Agreement, the Developer (and any contractor or subcontractor thereof) shall submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code.

Section 5.3. Traffic Control Requirements. The Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers required to properly and safely maintain traffic during the construction of the Public Infrastructure Improvements. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations.

Section 5.4. Equal Opportunity Clause. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer in connection with the performance of the Public Infrastructure Improvements, state that the Developer is an equal opportunity employer. The Developer shall require all contractors and shall require all contractor's subcontractors to include in each contract a summary of this equal opportunity clause.

Section 5.5. Insurance Requirements. The Developer shall furnish proof to the City at the time of commencing construction of the Work that Contractor possesses comprehensive general liability insurance naming the City and its authorized agents as an additional insured. The minimum limits of liability for the required insurance policies shall not be less than the following unless a greater amount is required by law:

(a) Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 each occurrence, with a \$2,000,000 aggregate; \$100,000 for damage to rented premises (each occurrence); \$5,000 for medical expenses (person); and \$1,000,000 for personal and advertising injury. CGL shall include (i) premises-operations, (ii) explosion and collapse hazard, (iii) underground hazard, (iv) independent contractors' protective, (v) broad form property damage, including completed operations, (vi) contractual liability, (vii) products and completed operations, with \$2,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Infrastructure Improvements pursuant to Section 2.4, (viii) personal injury with employment exclusion deleted, (ix) owned, non-owned, and hired motor vehicles, and (x) stopgap liability for \$100,000 limit. The general aggregate shall be endorsed to provide that it applies to the Work only.

(b) Automobile liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each occurrence.

(c) Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$5,000,000 for each occurrence and \$5,000,000 aggregate. The Developer's insurance shall be primary to any insurance maintained by the City.

(d) The Developer shall cause Contractor to obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following additional insured for covered claims arising out of the performance of the Work under the Construction Documents:

- (i) the City of Canal Winchester; and
- (ii) Canal Winchester City Council members, executive officers, and employees;

Each policy of insurance and respective certificate of insurance shall expressly provide that no less than 30 days prior written notice shall be given to City in the event of

cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy.

(e) Insurance policies shall be written on an occurrence basis only.

(f) Products and completed operations coverage shall commence with the certification of the acceptance of the Public Infrastructure Improvements pursuant to Section 4.4 and shall extend for not less than two years beyond that date.

(g) The Developer shall require all contractors and subcontractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, unless the City agrees to a lesser amount.

Section 5.6. City Income Tax Withholdings. The Developer shall require Contractor to withhold and pay, and shall require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of Chapter 181 of the Canal Winchester Codified Ordinances.

Section 5.7. Compliance with Occupational Health and Safety Act of 1970. The Contractor and subcontractors shall be solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

Section 5.8. Provision of Security for Mechanic's Liens. To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security required by Section 1311.11 of the Ohio Revised Code to cause that mechanic's lien to be released of record with respect to the Public Infrastructure Improvements.

Section 5.9. Security for Performance. The Developer require Contractor to furnish prior to commencement of construction of the Public Infrastructure Improvements a performance and payment bond that shall name the Developer and the City as obligees in the form provided by Section 153.57 of the Ohio Revised Code. The bond shall cover all Costs of the Work, including a guarantee period of one (1) year set forth in Section 5.10 hereof.

Any bond shall be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, shall substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which shall be acceptable to the City and the Developer. The Developer shall provide to the City prior to commencement of any Work by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section.

Section 5.10. Further Developer Guaranties Relating to the Public Infrastructure Improvements. The Developer guarantees that it will cause to be exercised in the performance of

the Work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Central Ohio. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work by City. The performance and payment bond of the contractor(s) shall remain in effect until the expiration of the guarantee period. The guarantee provided in this Section shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

If defective Work becomes apparent within the warranty or guarantee period, the City shall promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer shall visit the project in the company of one or more representatives of the City to determine the extent of the defective work. The Developer shall, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the City to be an emergency, the City may require the Developer to visit the project within one (1) day of receipt of said notice. The Developer shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace defective Work within a reasonable time frame, the City shall repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety. Work which is repaired or replaced by the Developer shall be inspected and accepted by the Engineer and City and shall be guaranteed by the Developer for one (1) year from the date of acceptance of the corrective work by the City.

ARTICLE VI

PAYMENT OF COST OF THE WORK

Section 6.1. Deposit of Monies in the TIF Fund. Pursuant to the TIF Ordinance, the City has established the TIF Fund for, inter alia, the payment of the Cost of the Work. Upon the execution of this Agreement, the City covenants and agrees to deposit monies into the TIF Fund as such funds are received from the Franklin County Auditor from service payments paid by the owners of the parcels in the TIF district on which the Private Improvements have or shall be constructed, and thereafter to deposit into the TIF Fund all monies required to be deposited therein pursuant to the TIF Ordinance.

Section 6.2. Disbursements from the TIF Fund. The City agrees to pay the Developer TIF Reimbursement Amount upon final completion of the Work and acceptance by the City.

Section 6.3. Lien Waivers. Upon final completion of the Work and acceptance by the City, Developer shall deliver to City copies of unconditional final lien waivers executed by all subcontractors, suppliers or lien claimants.

Section 6.4. Tax Covenants. The obligation of the City to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the City. Except for the payments from the TIF Fund and in the aggregate amount described in this Agreement, the Developer shall receive no other monies from the City in connection with the construction of the Public Infrastructure Improvements.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, such Party shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the Party shall upon written notice from the other commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the following remedies may be pursued: (i) the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations; and (ii) in addition, if the default or breach is a failure of the Developer to achieve completion of the Work by the date set forth in Section 4.2 herein, as adjusted by Change Order, then City may proceed to perform the Developer's obligations under this Agreement, and pay the costs thereof from the TIF Fund up to the amount designated for the Cost of the Work. The Developer and its surety shall be responsible for any deficiency in paying for curing the breach that cannot be covered out of the TIF Fund.

Section 7.2. Other Rights and Remedies; No Waiver by Delay. The Parties shall each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by either party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

Section 7.3. Force Majeure. Notwithstanding anything contained in Sections 7.1 and 7.2 to the contrary and except as otherwise provided herein, no Party shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, acts of God or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section 7.3 shall within fourteen (14) days after the beginning of such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within thirty (30) days after the end of the delay, notify the other Party in writing of the duration of the delay.

ARTICLE VIII

DISPUTE RESOLUTION PROVISIONS AS TO AMENDMENTS AND CLAIMS

Section 8.1. Notice and Filing of Requests. Any request by the City or the Developer for amendment of the terms of this Agreement, including without limitation, for additional funds or time for performance shall be made in writing and given prior to completion of the Public Infrastructure Improvements.

Section 8.2. Request Information. In every written request given pursuant to Section 8.1 hereof, the party giving notice shall provide the nature and amount of the request; identification of persons, entities and events responsible for or related to the request; and identification of the activities on the applicable schedule affected by the request.

Section 8.3. Meeting. Within ten (10) days of receipt of the request given pursuant to Section 8.1 hereof, the parties shall schedule a meeting in an effort to resolve the request and shall reach a decision on the request promptly thereafter or reach a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting shall be attended by persons expressly and fully authorized to resolve the request on behalf of the City and the Developer. Any decision on the request shall be made to the mutual reasonable satisfaction of the parties.

Section 8.4. Mediation. If no decision is reached within 30 days of the date of the meeting held pursuant to Section 8.3 hereof, the parties may submit the matter to mediation, upon written agreement between them, or exercise any other remedy permitted to them at law or in equity.

Section 8.5. Performance. The City and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by them in writing.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Notice. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties shall be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one party to the other.

Section 9.2. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party other than his or her official capacity, and neither the members of the legislative body of City nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 9.3. Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 9.4. Binding Effect Against Successors and Assigns. The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

Section 9.5. Recitals. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 9.6. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 9.7. Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 9.8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between any of the Parties and their respective agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Delaware County, Ohio.

Section 9.9. Assignment. This Agreement may not be assigned without the prior written consent of all non-assigning Parties.

Section 9.10. Survival of Representations and Warranties. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

Section 9.11 Declaration Regarding Material Assistance/Nonassistance To a Terrorist Organization. Developer hereby warrants and represents that neither it nor any person, company, affiliated group or organization that holds, owns or otherwise has a controlling interest in Developer has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List. Developer acknowledges receipt of a current version of the Terrorist Exclusion List, and Developer shall provide to Client a fully completed and executed Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.

[SIGNATURE PAGES TO FOLLOW.]

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

CITY OF CANAL WINCHESTER, OHIO

By: _____

Printed: _____

Title: _____

Approved as to Form:

By: _____

Printed: Eugene L. Hollins

Title: Director of Law

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

DEVELOPER:
PROPERO WINCHESTER, LLC

By: 

Printed: Christian R. Mauger

Title: Authorized Signer

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Canal Winchester, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2015 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2016

Printed: _____

Title: _____
City of Canal Winchester, Ohio

EXHIBIT A

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include:

- Installation of waterline along Gender Road, sidewalk improvements, and . The components of the improvements are identified in the Preliminary Cost Estimate (Exhibit B) and depicted on the Site Plan (Exhibit C).

The City will reimburse the developer based on the actual cost of the Public Infrastructure Improvements.

EXHIBIT B

PRELIMINARY COST ESTIMATES



MACINTOSH
NEW SKILLED NURSING AND ASSISTED LIVING FACILITY
GENDER ROAD
CANAL WINCHESTER, OHIO 43110

COST ASSOCIATED WITH TIFF IMPROVEMENTS ALONG GENDER ROAD

July 26, 2016

<u>Description:</u>	<u>Cost:</u>
1. Waterline along Gender Road	\$75,000
2. Sidewalk / Miscellaneous Concrete	17,000
3. Recondition of Area along Roadway	<u>8,000</u>
Total Cost	<u>\$100,000</u>

EXHIBIT D

[INTENTIONALLY OMITTED]

EXHIBIT E

WRITTEN REQUISITION

No. _____

City of Canal Winchester, Ohio
36 S. High St.
Canal Winchester, Ohio 43110
Attention: Finance Director

Subject: Certificate and Request for Disbursement of Funds

You are hereby requested to disburse from the TIF Fund, which was created by Ordinance No. 13-33, and in accordance with the provisions of Section 6.2 of the Tax Increment Financing Agreement, dated _____, 2016 (the "Agreement") by and between the City and Propero Canal Winchester, LLC (the "Developer"), the amount of \$_____ as more fully set forth on Schedule A attached hereto to be paid pursuant to this Written Requisition No. _____ to the Developer at 65 E. State St., 16th Floor, Columbus, Ohio. All capitalized terms not otherwise defined in this Written Requisition have the meanings assigned to them in the Agreement.

The undersigned Authorized Developer Representative does hereby certify in compliance with Section 6.2 of the Agreement that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of Developer relating to the matters covered by this Written Requisition;

(ii) The amount and nature of the portion of the Cost of the Work requested to be paid are shown on Schedule A attached hereto;

(iii) The disbursement herein requested is for an obligation properly incurred, is a proper charge against the TIF Fund as a Cost of the Work, has not been the basis of any previous withdrawal from the TIF Fund and was made in accordance with the Construction Documents;

(iv) The Public Infrastructure Improvements have not been materially injured or damaged by fire or other casualty in a manner which, if not repaired or replaced, would materially impair the ability of the Developer to meet its obligations under the Agreement;

(v) The Developer is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements;

(vi) No Event of Default set forth in Article VII of the Agreement, and no event which but for the lapse of time or the giving of notice or both would be such an Event of Default, has occurred and is continuing;

(vii) Attached hereto as Schedule B are conditional lien waivers from any materialmen, contractors and subcontractors who have provided services or materials to the Public Infrastructure Improvements as required by Section 6.2 of the Agreement, and the Developer further acknowledges its obligation to require, or require provision of, certain security pursuant to Section 5.8 of the Agreement in the event any mechanic's liens are filed in connection with the Public Infrastructure Improvements;

(viii) The Public Infrastructure Improvements are being and have been installed substantially in accordance with the Construction Documents for the Public Infrastructure Improvements and all materials for which payment is requested have been delivered to and remain on the Public Infrastructure Improvements Site;

(ix) The payment requested hereby does not include any amount which is not entitled to be retained under any holdbacks or retainages provided for in any agreement;

(x) The Developer has asserted its entitlement to all available manufacturer's warranties to date upon acquisition of possession of or title to such improvements or any part thereof which warranties have vested in Developer and shall be wholly transferable to the City; and

(xi) All proceeds of the TIF Fund heretofore disbursed have been spent in accordance with the Written Requisition applicable thereto.

EXECUTED this ____ day of _____, 20__.

By: _____
Authorized Developer Representative

4829-9985-4377, v. 1
COLUMBUS 52254-17 54367v1

ORDINANCE NO. 17-058

AN ORDINANCE TO CREATE A TIF AREA PURSUANT TO SECTION 5709.40(B) OF THE OHIO REVISED CODE, DECLARE IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY LOCATED IN THE TIF AREA TO BE A PUBLIC PURPOSE, EXEMPT FROM REAL PROPERTY TAXATION 100% OF THOSE IMPROVEMENTS, REQUIRE THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, PROVIDE FOR THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE CANAL WINCHESTER LOCAL SCHOOL DISTRICT, ESTABLISH A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS, SPECIFY THE PUBLIC INFRASTRUCTURE IMPROVEMENTS TO BE MADE WITHIN THE TIF AREA THAT DIRECTLY BENEFIT THOSE PARCELS, TO APPROVE AND AUTHORIZE THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT WITH RESPECT TO THE TIF AREA AND TO DECLARE AN EMERGENCY

WHEREAS, Sections 5709.40(B), 5709.42 and 5709.43 of the Ohio Revised Code (collectively, the “TIF Statutes”) authorize the legislative authority of a municipal corporation, by ordinance, to declare the improvement to certain parcels of real property located within the municipal corporation to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, provide for the distribution of the applicable portion of such service payments to the City, local or exempted City school district, establish a municipal public improvement tax increment equivalent fund for the deposit of the remainder of such service payments and specify public infrastructure improvements made, to be made or in the process of being made that directly benefit, or that once made will directly benefit, those parcels; and

WHEREAS, the parcels of real property identified and depicted in Exhibit A attached hereto are located in the City of Canal Winchester, Ohio (collectively, the “Property”), and this Council has determined to declare the Improvement (as defined in Section 1 of this Ordinance) to the Property to be a public purpose; and

WHEREAS, this Council has determined that it is necessary and appropriate and in the best interest of the City of Canal Winchester, Ohio (the “City”), to exempt from taxation one hundred percent (100%) of the Improvement to the Property as permitted and provided in Section 5709.40(B) of the Ohio Revised Code for up to thirty (30) years (the “TIF Exemption”) and to simultaneously direct and require the current and future owner(s) of parcels (each such owner individually, an “Owner,” and collectively, the “Owners”) of the Property to make annual Service Payments (as defined in Section 2 of this Ordinance) with respect to the Property in lieu of the real property tax payments, and in the same amount as they would have made real property tax payments except for the exemption provided by this Ordinance; and

WHEREAS, the City has determined that a portion of the Service Payments shall be paid directly to the Canal Winchester Local School District (the “School District”) in an amount equal

to the real property taxes that the School District would have been paid if the Improvement to the Property located in the School District had not been exempt from taxation pursuant to this Ordinance; and

WHEREAS, pursuant to Section 5709.43(A) of the Ohio Revised Code, this Council has determined to establish a municipal public improvement tax increment equivalent fund for the Property, in which there shall be deposited the remaining Service Payments distributed to the City; and

WHEREAS, this Council has determined to provide for the construction of the public infrastructure improvements described in Exhibit B attached hereto (the “Public Infrastructure Improvements”), which, once made, will directly benefit the Property; and

WHEREAS, notice of this proposed Ordinance has been delivered to the respective Boards of Education of the Canal Winchester Local School District and the Eastland-Fairfield Career and Technical School District (the “Joint Vocational School”) in accordance with and within the time periods prescribed in Sections 5709.40 and 5709.83 of the Ohio Revised Code;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. Authorization of Tax Exemption. Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Ohio Revised Code, this Council hereby finds and determines that one hundred percent (100%) of the increase in assessed value of the Property subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the “Improvement,” as defined in Section 5709.40(A) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure first appears on the tax list and duplicate of real and public utility property and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes.

Section 2. Service Payments and Property Tax Rollback Payments. Pursuant to Section 5709.42 of the Ohio Revised Code, this Council hereby directs and requires the Owners of the Property to make annual Service Payments (as defined herein) in lieu of taxes with respect to the Improvement allowable thereto to the Fairfield County Treasurer on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established under Sections 323.121(B)(1) and 5703.47 of the Ohio Revised Code (collectively, the “Service Payments”), shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 1 of this Ordinance. The Service Payments, and any other payments with respect to the Improvement that are received by the Fairfield County Treasurer in connection with the reduction required by Sections 319.302, 321.24, 323.152 and 323.156 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from

time to time (the “Property Tax Rollback Payments”), shall be allocated and distributed in accordance with Section 4 of this Ordinance. This Council further hereby authorizes and directs appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments from the Owners, including the preparation and filing of any necessary exemption applications.

Section 3. Tax Increment Equivalent Fund. This Council hereby establishes, pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Greengate Public Improvement Tax Increment Equivalent Fund (the “TIF Fund”). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 2 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of the Property and so deposited pursuant to Section 5709.42 of the Ohio Revised Code shall be used solely for the purposes authorized in the TIF Statutes or this Ordinance. The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any surplus funds remaining therein transferred to the City’s General Fund, all in accordance with Section 5709.43 of the Ohio Revised Code.

Section 4. Distribution of Funds. Pursuant to the TIF Statutes, the Fairfield County Treasurer is requested to distribute the Service Payments and the Property Tax Rollback Payments as follows:

- (i) to the School District, an amount equal to the amounts the School District would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to the Property located within the School District’s boundaries if the Improvement had not been exempt from taxation pursuant to this Ordinance; and
- (ii) to the Joint Vocational School, an amount equal to the amounts the School District would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to the Property located within the School District’s boundaries if the Improvement had not been exempt from taxation pursuant to this Ordinance; and
- (iii) to the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including debt service on any securities issued to finance those costs.

Section 5. Public Infrastructure Improvements. This Council hereby designates the Public Infrastructure Improvements described in Exhibit B attached hereto, and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements, as public infrastructure improvements made, to be made or constructed, or in the process of being made or constructed, by the City or other entity approved by the City that directly benefit, or that once made will directly benefit, the Property.

Section 6. Non-Discriminatory Hiring Policy. In accordance with Section 5709.832 of the Ohio Revised Code, this Council hereby determines that no employer located upon the Property shall deny any individual employment based solely on the basis of race, religion, sex, disability, color, national origin or ancestry.

Section 7. Further Authorizations. This Council hereby authorizes and directs the Development Director, the City Clerk or other appropriate officers of the City to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Development Director, the City Clerk or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

Section 8. Filings with Ohio Department of Development. Pursuant to Section 5709.40(I) of the Ohio Revised Code, the City Clerk is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within fifteen (15) days after its adoption. Further, on or before March 31 of each year that the exemption set forth in Section 1 of this Ordinance remains in effect the City Clerk or other authorized officer of the City shall prepare and submit to the Director of Development of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

Section 9. Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the City and for the further reason that this Ordinance is required in order that the City can timely and properly incentive economic development within the City; wherefore this Ordinance shall take effect and be in force immediately upon its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the Ordinance as set forth above was published for a period of not less than fifteen (15) days after passage by the Council, by posting a copy thereof in not less than three

(3) public places in the municipal corporation, as determined by this Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

EXHIBIT A

MAP OF THE PROPERTY

The discrete parcels on the attached map labeled PID 042-0388700, PID 042-0388720, PID 042-0388721, and PID 042-0388810 identify and depict the Property and constitute part of this Exhibit A.

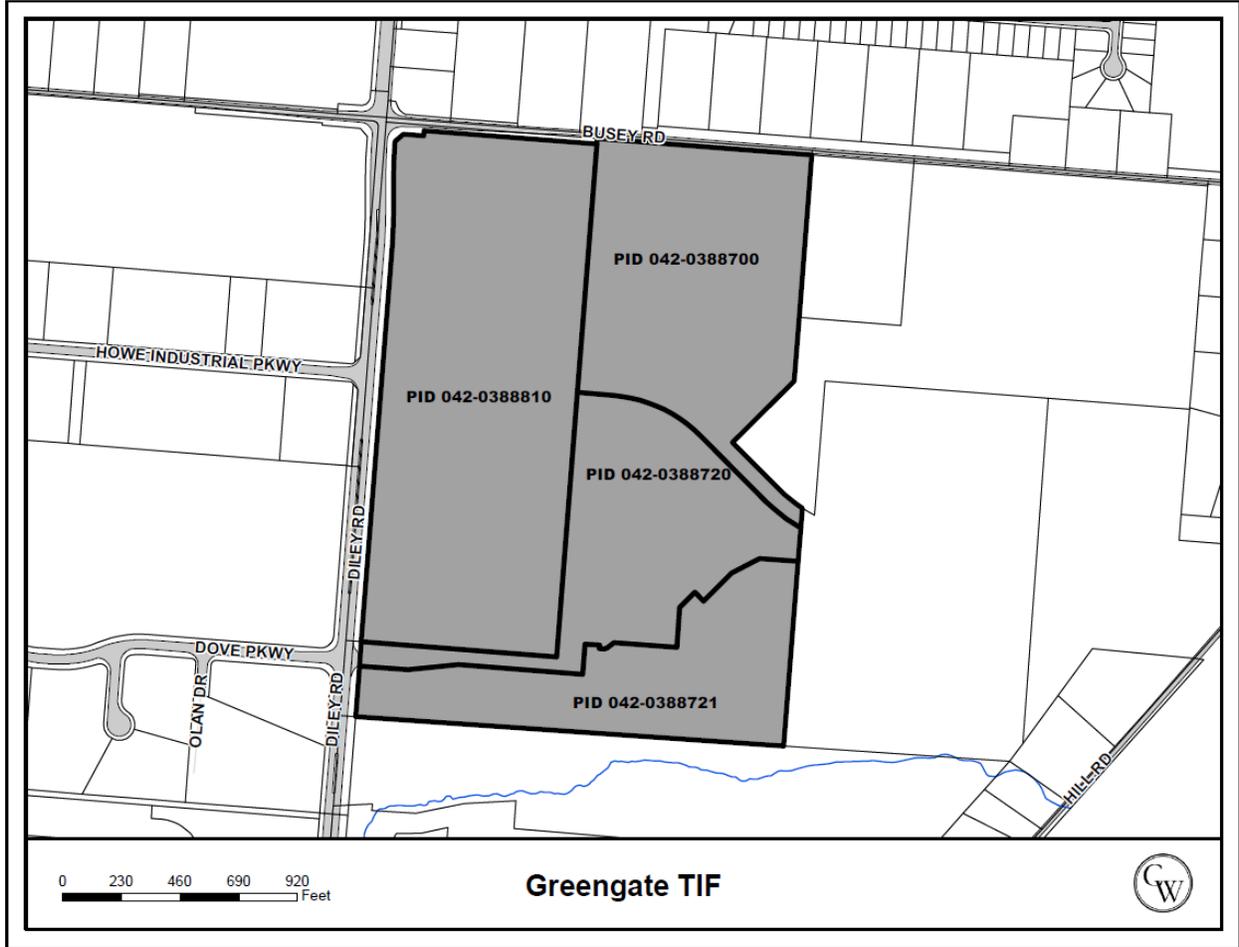
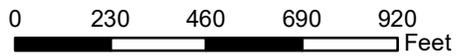
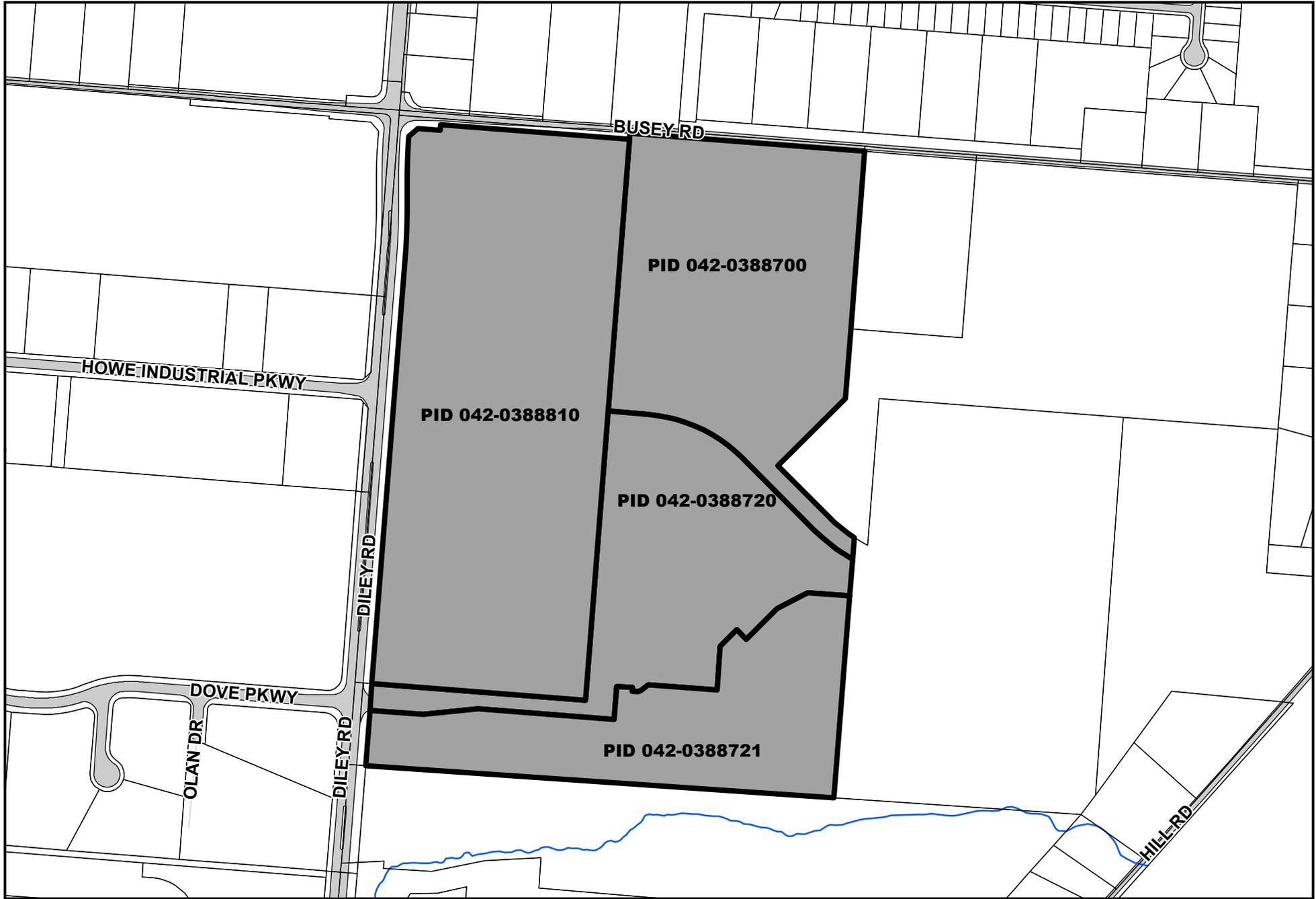


EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the construction of the following improvements and all related costs of permanent improvements (including, but not limited to, those costs listed in Section 133.15(B) of the Ohio Revised Code):

- Construction, reconstruction, extension, opening, improving, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing lighting systems, signalization, and traffic controls, and all other appurtenances thereto;
- Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto;
- Construction, reconstruction or installation of gas, electric and communication service facilities and all appurtenances thereto;
- Construction or reconstruction of one or more public parks, including grading, trees and other park plantings, park accessories and related improvements, together with all appurtenances thereto;
- Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto;
- Construction of one or more parking structures and related improvements, together with all appurtenances thereto;
- Demolition and excavation, including demolition and excavation on private property when determined to be necessary for economic development purposes; and
- Acquisition of real estate or interests in real estate (including easements) necessary for a township fire station facility and to accomplish any of the foregoing improvements.



Greengate TIF

ORD-17-058
Exhibit A



ORDINANCE NO. 17-059

AN ORDINANCE TO AMEND ORDINANCE NO. 13-13, WHICH ESTABLISHED A TAX INCREMENT FINANCING AREA, TO SUBJECT SUCH TAX INCREMENT FINANCING AREA TO AN EXISTING CRA EXEMPTION AND TO DECLARE AN EMERGENCY

WHEREAS, this Council previously passed Ordinance No. 13-33 on November 5, 2013 (the “*Original TIF Ordinance*”), declaring improvements to certain parcels of real property within the City of Canal Winchester, Ohio (the “*City*”) to be a public purpose and requiring the owners of such parcels to make service payments in lieu of taxes on the improvements to parcels to fund those public improvements described in the TIF Ordinance, all as provided in Chapter 5709 of the Ohio Revised Code (the “*Act*”); and

WHEREAS, this Council previously passed Ordinance No. 16-037 on December 19, 2016 (together with the Original TIF Ordinance, the “*TIF Ordinance*”), amending the Original TIF Ordinance to add certain parcels to the real property subject to the TIF Ordinance (the “*TIF Area*”); and

WHEREAS, this Council previously passed Resolution No. 2-87 on March 2, 1987 (the “*Original CRA Resolution*”), designating a Community Reinvestment Area within the City (the “*CRA Number One*”) in accordance with Sections 3735.65 to 3735.70 of the Revised Code; and

WHEREAS, this Council passed Resolution No. 15-94 and Resolution No. 02-01 (together with the Original CRA Resolution, the “*CRA Resolution*”), amending the terms of the CRA Resolution and the boundaries of CRA Number One; and

WHEREAS, CRA Number One provides for terms regarding real property tax exemptions of the value of residential, commercial and industrial structures and related site improvements to be developed within CRA Number One (the “*CRA Exemption*”); and

WHEREAS, the TIF Area lies within the boundary of CRA Number One; and

WHEREAS, this Council desires to amend the TIF Ordinance for the purposes of subjecting the structures, potential structures and site improvements within the TIF Area to the CRA Exemption and to subordinate the TIF Exemption and the obligation to make Service Payments to the CRA Exemption.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, OHIO:

Section 1. That Section of the TIF Ordinance be and hereby is revoked and the following provision inserted as its replacement:

Section 1. Authorization of Tax Exemption. Pursuant to and in accordance with the provisions of Section 5709.40(B) of the Ohio Revised Code, this Council hereby finds and determines that one hundred percent

(100%) of the increase in assessed value of the Property subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in Section 5709.40(A) of the Ohio Revised Code) is hereby declared to be a public purpose and shall be exempt from taxation for a period commencing with the first tax year that begins after the effective date of this Ordinance and in which an Improvement attributable to a new structure first appears on the tax list and duplicate of real and public utility property and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Statutes. Notwithstanding any other provision of this Ordinance, the TIF Exemption granted pursuant to this Section 1 and the payment obligations established pursuant to Section 3 of this Ordinance are subject and subordinate to the CRA Exemption.

Section 2. That each Section 2, Section 3, Section 4, Section 5, Section 6, Section 7, Section 8 and Section 9 of the TIF Ordinance are hereby redesignated Section 3, Section 4, Section 5, Section 6, Section 7, Section 8, Section 9 and Section 10 respectively, and Section 2 is hereby added to provide in its entirety as follows:

Section 2. Tax Exemption Priority. This Council finds and determines that the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable to the Improvement pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, including the CRA Exemption.

Section 3. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of this Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Service Agency of the State of Ohio within fifteen days after its passage.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare of the City and for the further reason that this Ordinance is required in order that the City can timely and properly incentive economic development within the City; wherefore this Ordinance shall take effect and be in force immediately upon its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the Ordinance as set forth above was published for a period of not less than fifteen (15) days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by this Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL

ORDINANCE NO. 17-060

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING APPROXIMATELY 4.730 TRACT OF LAND FROM MULTI-FAMILY RESIDENTIAL (AR-1) TO GENERAL COMMERCIAL (GC), OWNED BY CROSSROADS CHRISTIAN LIFE CENTER, INC., LOCATED ON THE EAST SIDE OF GENDER ROAD NORTH OF THE RAILROAD TRACKS (PART OF PID 184-000865)

WHEREAS, the rezoning of the area hereinafter described has been proposed to the Council of the City of Canal Winchester; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester; and

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester with a recommendation for approval of the rezoning;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That Part 11 of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Ohio, which is par thereof, be and hereby is amended as follows:

That approximately 4.730 acres, located on the east side of Gender Road, north of the railroad tracks, and being part of PID 184-000865, owned by Crossroads Christian Life Center, Inc., as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Multi-Family Residential (AR-1) to General Commercial (GC).

SECTION 2. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

MAYOR

DATE APPROVED

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Clerk of Council/Finance Director



**SMART
SERVICES, INC.**

Surveying • Environmental • Traffic • CA/CM

An Ohio EDGE Certified Firm



88 W. Church Street
Newark, Ohio 43055
740.345.4700

1900 Crown Park Court
Columbus, Ohio 43235
614.914.5543

**LEGAL DESCRIPTION
4.730 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER**

September 15, 2017

Page 1 of 2

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 27.834 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road; thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, South 04 degrees 44 minutes 40 seconds West, 1755.45 feet to a point, said point being on the northerly line of the property conveyed to CSX Transportation, Inc. by Official Record 13276 A14, and being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25;

Thence along the northerly line of said CSX Transportation, Inc. property, and crossing the right-of-way of Gender Road, South 78 degrees 28 minutes 26 seconds East, 85.61 feet to a Pipe w/Cap "EMHIT, Inc." Found in the easterly right-of-way line of Gender Road (O.R. 34797 E20), said point being the southwest corner of said Crossroads Christian Life Center, Inc. property, and being the True Point of Beginning of the parcel herein described;

Thence along the easterly right-of-way line of Gender Road, and along the westerly line of said Crossroads Christian Life Center, Inc. property, **North 04 degrees 44 minutes 36 seconds East, 224.93 feet** to an Iron Pin Set;

Thence crossing said Crossroads Christian Life Center, Inc. property, the following Eight (8) Courses:

- 1) **South 85 degrees 15 minutes 24 seconds East, 101.78 feet** to an Iron Pin Set at a point of curvature;

LEGAL DESCRIPTION
4.730 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER

September 15, 2017

Page 2 of 2

- 2) Along a curve to the left having a radius of 100.00 feet, an arc length of 46.62 feet, a delta angle of 026 degrees 42 minutes 30 seconds, and a chord which bears North 81 degrees 23 minutes 21 seconds East, 46.19 feet to an Iron Pin Set;
- 3) North 68 degrees 02 minutes 06 seconds East, 264.80 feet to an Iron Pin Set at a point of curvature;
- 4) Along a curve to the left having a radius of 200.00 feet, an arc length of 151.78 feet, a delta angle of 043 degrees 28 minutes 56 seconds, and a chord which bears North 46 degrees 17 minutes 38 seconds East, 148.17 feet to an Iron Pin Set;
- 5) South 65 degrees 26 minutes 50 seconds East, 65.60 feet to an Iron Pin Set at a point of curvature;
- 6) Along a curve to the left having a radius of 175.00 feet, an arc length of 60.77 feet, a delta angle of 019 degrees 53 minutes 48 seconds, and a chord which bears South 75 degrees 23 minutes 44 seconds East, 60.47 feet to an Iron Pin Set;
- 7) South 85 degrees 20 minutes 38 seconds East, 7.01 feet to an Iron Pin Set;
- 8) South 11 degrees 31 minutes 34 seconds West, 501.92 feet to an Iron Pin Set in the southerly line of said Crossroads Christian Life Center, Inc. property, said point being in the northerly line of said CSX Transportation, Inc. property;

Thence along the southerly line of said Crossroads Christian Life Center, Inc. property, and the northerly line of said CSX Transportation, Inc. property, **North 78 degrees 28 minutes 26 seconds West, 554.44 feet** to the True Point of Beginning, **containing 4.730 acres** more or less. Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in September 2017 and is based upon actual field measurements.

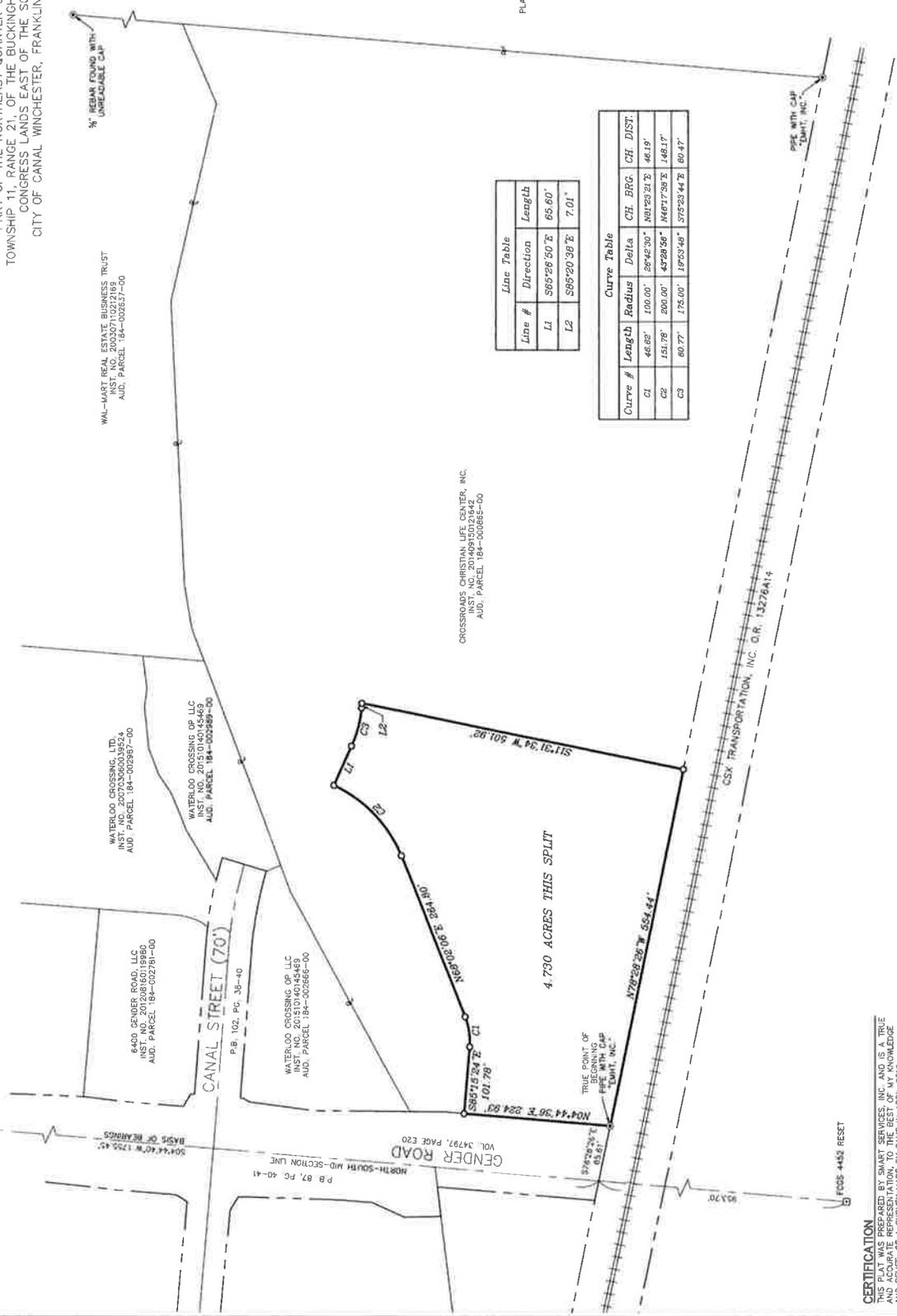


BRIAN D. SMART
REG. SURVEYOR NO. 7611



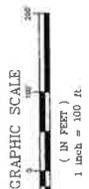
LOT SPLIT SURVEY FOR CROSSROADS CHRISTIAN LIFE CENTER

PART OF THE NORTHEAST QUARTER OF SECTION 25
TOWNSHIP 11, RANGE 21, OF THE BUCKINGHAM SURVEY OF THE
CONGRESS LANDS EAST OF THE SCOTO RIVER
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO



Line #	Direction	Length
L1	565°26'50" E	65.60'
L2	595°20'38" E	7.01'

Curve #	Length	Radius	Delta	CH. BRG.	CH. DIST.
C1	46.65'	100.00'	26°42'30"	N81°23'21" E	46.19'
C2	151.78'	200.00'	45°28'58"	N49°17'38" E	148.12'
C3	60.77'	175.00'	19°53'48"	S75°23'44" E	60.47'



PREPARED BY:
SMART SERVICES, INC.
1600 W. MAIN STREET, SUITE 100
CANAL WINCHESTER, OHIO 43028
PHONE: (740) 942-1700 FAX: (740) 922-1188

DATE: AUG. 11, 2017
JOB NO.: 670201.DWG
SHEET: 1 OF 1

- LEGEND**
- ⊙ 1" PIPE FOUND - UNLESS OTHERWISE NOTED
 - ⊙ 5/8" x 30" REBAR W/YELLOW ID
 - ⊙ CAP LABELED "SMART SERVICES"
 - ⊙ RAILROAD "PPE FOUND"
 - ⊙ MAG NAIL
 - ⊙ MONUMENT ASSEMBLY

PROPERTY ADDRESS
GENDER ROAD, CANAL WINCHESTER, OHIO

PERTINENT DOCUMENTS
DEEDS TO SUBJECT PROPERTY AND ADJACENT PROPERTIES
SUBDIVISION PLATS AS SHOWN
ROADWAY DEDICATION PLATS AS SHOWN

BASIS OF BEARINGS
BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF CANAL STREET (70' WIDE) AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NRS 2007).



CERTIFICATION
THIS PLAT WAS PREPARED BY SMART SERVICES, INC. AND IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY KNOWLEDGE AND BELIEF OF A SURVEY MADE BY SAME IN APRIL 2015.
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE POLICY; ALL OWNERSHIP SHOWN IS BASED UPON RECORD DATA ACQUIRED AT THE TIME OF SURVEY, NO GUARANTEE IS PLACED UPON ACTUAL OWNERSHIP OF ANY PROPERTY.
EASEMENTS MAY EXIST ON SUBJECT PROPERTY THAT WOULD BE REVEALED IN A TITLE EXAMINATION.

Brian D. Smart
REC. SURVEYOR NO. 7611

REFERENCE P.O.B.
FOSS 2270 RESET

WAL-MART REG. EXIST. BUSINESS TRUST
INST. NO. 20020700222658
INST. NO. 20020710222658
AUD. PARCEL 184-002657-00

WATERLOO CROSSING, LTD.
INST. NO. 20070306039524
INST. NO. 20070306039524
AUD. PARCEL 184-002697-00

6400 GENDER ROAD, LLC
INST. NO. 20051800000000
AUD. PARCEL 184-0027819400

WATERLOO CROSSING, OP, LLC
INST. NO. 20051800000000
AUD. PARCEL 184-002666-00

CROSSROADS CHRISTIAN LIFE CENTER, INC.
INST. NO. 20051800000000
AUD. PARCEL 184-002666-00

CHERRY LANDING
PLAT BOOK 105, PAGE 31

CSX TRANSPORTATION, INC. O.R. 13276A14

FOSS 4425 RESET



Mayors Report

November 20, 2017

BrewDog Ground Breaking:

BrewDog held a ceremonial Ground Breaking for their new Hotel on November 8th. No shovels or traditional excavating equipment was used, only dynamite and Sky Rockets. A huge crowd was present to experience the event.

Christmas in the Village:

Christmas in the Village planning is near completion with only a few minor issues to be completed. This year's event will be held on December 1st from 6pm to 9pm and December 2nd from 5pm to 8pm. Something new this year will be a trolley ride that will pick up and drop off people at three locations. Downtown near the Hunting Bank, the Community Center and the Historical Society Complex on North High Street.

Madison Township:

I have been keeping in contact with Madison Township about meeting with their newest Trustee, it appears at this time that could happen the week after Thanksgiving.

New Parking lot:

As many of you may have already seen, the construction of the new parking lot at the corner of Washington St. and Towing Path Alley has begun. Completion will not happen until the spring and after the asphalt plants reopen. This parking lot was one area identified in the Old Town Plan.

Parks Planning Committee:

The committee met on November 15th and the main topic of the night was prioritizing and with cost associated with equipment, the cost for each park and total cost for short term, mid term and long term construction both individually and collectively.

COUNCIL UPDATE



November 20, 2017

Finance Department
Amanda Jackson, Finance Director

Request for Council Action:

Second Reading – AN ORDINANCE TO MAKE FINAL APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO, DURING FISCAL YEAR ENDING DECEMBER 31, 2018

Second Reading – AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2018 THROUGH DECEMBER 31, 2019

- *There is no cost increase associated with this contract.*

Second Reading – AN ORDINANCE TO AMEND THE CODE OF PERSONNEL PRACTICES

Project Status:

2018 Bed Tax Grants – Bed Tax Grant applications are due by November 30th.

Huntington Lease Line Master Agreement – Earlier this year we discussed utilizing a lease line to purchase several vehicles in the coming year. We have been very successful in using this service offered by Huntington Bank and had previously approved a Master Agreement with them in 2014. In order to continue to use the lease line, we will need Council's approval on a new Master Agreement. I am waiting on the final paperwork from Huntington but hope to have this before Council by the end of the year so we can move forward with ordering the vehicles just after the first of the year.



COUNCIL UPDATE

November 15, 2017

Department of Public Service
Matthew C. Peoples, Director

Project Status:

5-Year Capital Improvements Plan: We presented the 5-year CIP and examples of the new CIP Fact Sheets to Council at the October Committee-of-the-Whole meeting. As discussed, we continue to review the Pavement Condition Rating (PCR) report and will incorporate those results in formulating the CIP priorities. Once that is complete we will finalize the CIP and provide to Council.

Speed Studies: We are currently performing a speed study on W. Waterloo St. We will continue our studies, weather pending) and share data with the Sheriff's Department.

Gender IV OPWC Project: EMH&T is working on the 90% plan set that is expected to be completed by the end of November. This set will include the new alignment for the path west of Gender Rd. Additionally, we met with private utility companies to review the impacts of the project on their existing lines. As has been anticipated, South Central Power is the most impacted and we are still waiting for them to finalize their relocation design.

Greengate Blvd. Project: We are progressing with the Greengate Blvd. design process that includes a 30% design set. The plans are being modified from original plans submitted for a proposed development in the 2000's to accommodate the waterline installation for Winchester Ridge Section III. Ultimately we will have the plans completed for the potential to construct the roadway improvements or have a developer construct them as part of a future project.

McGill Park: We have begun the infrastructure planning for the park with concepts for the water, sewer, and fiber lines currently being completed. We will be working next on maintenance/equipment planning.

ODOT Maintenance: Mayor Ebert and I meet with ODOT representatives to discuss maintenance responsibilities of US Rout 33. Not much was rectified, though we were able to identify a few inconsistencies with their position. However, Gene has been working on ODOT's general counsel from a previous meeting and we are working on the possibility of a compromise to share in the maintenance responsibility.