Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Meeting Agenda

June 4, 2018

7:00 PM

City Council

Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch

A. Call To Order

B. Pledge of Allegiance – *Lynch*

C. Roll Call

D. Approval of Minutes

MIN-18-024	5-21-18 Council Work Session Minutes
MIN-18-025	5-21-18 Council Meeting Minutes

E. Communications & Petitions

F. Public Comments - Five Minute Limit Per Person

G. Resolutions

RES-18-008 *Mayor*	A Resolution Authorizing Destination: Canal Winchester To Operate The "Canal Winchester Blues And Ribfest" On The Various Streets And Sidewalks Of The City Of Canal Winchester *- Adoption*

H. Ordinances

Tabled

ORD-18-017 *Development* *Sponsor: Coolman*	An Ordinance To Create Chapter 188 In Part One Of The Codified Ordinances Of Canal Winchester Enacting An Admissions Tax *- Tabled at Third Reading*

*Third Reading***- *NONE***

Second Reading

ORD-18-018 *Finance* *Sponsor: Amos*	An Ordinance Approving The Editing And Inclusion Of Certain Ordinances As Parts Of The Various Component Codes Of The Codified Ordinances Of Canal Winchester, Ohio *- Second Reading Only*
ORD-18-019 *Development* *Sponsor: Coolman*	An Ordinance Authorizing The Mayor And Clerk To Accept And Execute The Plat For Canal Cove Section 5 *- Second Reading Only*

First Reading

ORD-18-020 *Development*	An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of 1.253 Acres On Rutherford Drive To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Conveyance To Columbia Gas Of Ohio, Inc., Pursuant To A Purchase And Sale Agreement, And To Declare An Emergency *Ordinance Attachments: Columbia Gas Purchase Agreement* *- Request to waiver of second/third readings and adoption*

H. Ordinances (continued)

ORD-18-021
Finance

An Ordinance Approving And Adopting The 2019 Tax Budget (Ex. A)

- First Reading Only

ORD-18-022
Public Service

An Ordinance To Authorize The Mayor To Enter Into An Agreement To Purchase A 1.799 Acre Tract Of Property From Ashbrook Association, Inc. And Declaring And Emergency (Ex. A)

- Request waiver of second/third readings and adoption

I. Reports

Mayor's Report
- 18-060 Mayor's Report

Fairfield County Sheriff

Law Director

Finance Director
- 18-063 Finance Director's Report

Public Service Director
- 18-062 Director of Public Service Project Update
- 18-064 Construction Services Administrator Report

Development Director
- 18-061 Development Director's Report

J. Council Reports

Work Session/Council	*Monday, June 18, 2018 at 5:45 p.m.*
Public Hearing – 2019 Tax Budget	*Monday, June 18, 2018 at 6:15 p.m.*
Work Session/Council	*Monday, July 2, 2018 at 6 p.m.*
Public Hearing – Old Town Commercial Zoning Text Amendment	*Monday, July 2, 2018 at 6:30 p.m.*
CW Human Services	*Mr. Lynch*
CWICC	*Mr. Clark*
CWJRD	*Mr. Bennett/Mrs. Amos*
Destination: Canal Winchester	*Mr. Walker*

K. Old/New Business

L. Adjourn to Executive Session (if necessary)

M. Adjournment

Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Meeting Minutes - DRAFT

May 21, 2018

6:00 PM

Council Work Session

Mike Walker – Chair
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Bruce Jarvis
Patrick Lynch

A. Call To Order ***Walker called the meeting to order at 6:00 p.m.***

A. Roll Call ***Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker***

B. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Rick Brown, Joe Taylor, Sargent Cassel, Shane Spencer

C. Reports

Bill Sims – Underground utility work has begun on Gender Road Phase IV; they're currently installing water main on the west side of the road from Walnut Street to Groveport Road; there will be some work day lane closures out there at this point in south bound lanes; the electrical contractor was in this week as well, starting to install temporary signal measures; they will have to start removing some of the traffic signal poles that are in conflict with the widening; lots of activity out there, lots of folks, but the job is started and moving along, things are going smoothly at this point; the railroad work is scheduled June 28-July 2nd; that will necessitate closure of gender road; that will begin on a Thursday, June 28th in the evening, at 6pm; it will remain closed until Sunday, the 2nd until 6pm; we've been communicating with businesses in the area that will be impacted the most by that; we'll also have message boards going up a couple of weeks in advance warning those that use that as their primary way up to 33 and back of that impending closure as well; fortunately, most of it is over the weekend, so hopefully it will affect as little of the commuters as possible; the detour route will be basically 33 to Hamilton Road; 317 down to Pontius and over to Rohr at Richardson and back over to Lithopolis Road, Groveport Road, Gender Road area; for trucks that's pretty much mandatory; because there's really no way to get through town here with a semi; tight turns, narrow roads; obviously locals might find their own routes most likely; there's other ways of you're in a vehicle to get around; these days I think people rely rely more on their GPS quite frankly than they do paying attention to signs; which is fine but not for truck traffic; we're trying to impart that as much as we can on the businesses that the trucks really have to follow this detour; if they think they're going to try to skip it and run through town here it is not going to work out; as well as with Groveport, there are no trucks through town on Groveport Road, their Main Street; they will ne enforcing that closely as well; the street program is also underway; Shelly Sand has been working primarily on sidewalk replacement in Ashbrook Village; in fact today they've poured their last concrete in there; they started the restoration as well; they'll be back on concrete work here later next week to start on the sidewalk program stuff; they've been doing a nice job, pleased with the quality of the work they're doing and things they are accomplishing; later this week they'll have a crew coming in to start working on asphalt pavement repairs; we have a number of miscellaneous ones that are outside the overlay areas so they'll be getting started on those first and then continue working on the roadways; we had a pre-construction meeting for the new COTA park and ride over there off of Gender; that is scheduled to start work the second week of June; a fair amount of utility work there including a bore under Gender Road for the sanitary sewer; so that's a pretty significant effort for that; they're basically pretty much ready to go; you might see a little bit of clearing of trees and stuff like that; they're basically pretty much ready to go out there; you might see a little clearing in advance of that; there's still a little more clearing on the park and ride site; work continues in Canal Cove section V; curbs were

installed a week ago and they will probably start working on the roadway as soon as the weather allows; unfortunately it looks like a little more rain yet this week; probably delay it three or four days before it's in shape for road base; also Westchester 10-2 and 9-1 they've done the bulk of earth work in there but it is quite wet as well; when I talked to the contractor this morning he felt that it would be three days after it stops raining before they can return on that site; Winchester Ridge phase III, all the utilities are in including the water main extension from Diley Road back to Winchester III; they did some pressure testing on that last week; we're pretty much wrapping up with the public portion of the improvements there; I do see that they have a couple building pads poured so they're starting in on some of the apartments themselves; I'd like to personally thank you folks all again for helping out at the Relay for Life dinner; everyone that was there really appreciated you working that; a lot of people were pleasant and happy; it was a good time; I enjoyed myself; I know a lot of people came; I really had a great time with that; we were very successful; we raised just over $2000.00 at the dinner; money wise it was very good and people wise it was a good one as well; thanks again and I appreciate it very much; Relay for Life was this last Saturday; it was a little damp; I had to go home once to change and come back; unfortunately that kind of hampered the crowd a little bit but it was still fun; once things cleared out we had a good time; thank you all again, I appreciate it very much; Walker: I still haven't had the chance to report to Sergeant Cassel that there's two table tents missing with Mike Walker's name on it from the dinner; I never go to wait on anyone at all; so I had to sing for tips; Mayor: I gave him a tip though; Sims: it might need some investigation I suspect; there may have been some cahoots there; people are a little bit suspicious; Walker: somebody will fess up eventually.

Dick Miller – Recently, at Washington Knolls, 11 trees were removed for a tree replacement project; those were trees planted approximately in 1975 by the Lions Club; they had just simply outgrown their narrow tree lawn; tree giveaway was a success, we gave away probably more trees than we have ever given away before, 125 trees; those included some seedlings; Potting Day, also a success; we potted 113 hanging baskets; we'll be hanging 90, and then we'll have back-ups for when things go downhill; we also – all the new sidewalk containers and refurbished containers are in place and planted; those – you'll notice a big change in those in the next couple of weeks with the heat and humidity; we begin the design of the Fall street tree planting, that usually begins in August; if you have suggestions, just email me; mulching is 80% complete, herbicide spraying is 10% complete; we are presently working on the Towing Path parking landscape; that's at Washington and Groveport Road.

Steve Smith – Just got a couple of quick slides to show you about the results about our odor control methodology; what we're doing – you might recall, that's at the North Gender tower site; hydrogen sulfide, you might recall, is a gas created by decayed organics; we've already spent over a quarter of a million dollars on repairs to our infrastructure because of damage done to that; we're also having premature damage to our influent infrastructure; it's been literally eating away the city for a long time; it's referred to as 'rotten egg' gas typically, you can see the smell is first noticeable on 1.5; it creates an acid that destroys the concrete structures in our area; right now, we're going to have to do another lining project in the Sycamore area, the Canal Pointe area; we're going to have to line about 30 or 40 manholes, that cost about probably the better part of $100,000, because these manholes are literally falling apart because of this gas this does not cover that area; (next slide) this is what we had prior to our effort to control hydrogen sulfide; quickly,

you can see that the indicator maxes out at 400 parts per million; it just doesn't go any higher than that, so basically what you're seeing is the average day; in a few weeks time, you'll see that it goes down here and there; (next slide) after our control, you can see just a market difference; we had an 86.5% reduction in hydrogen sulfide; it's really good, it's living up to all of its expectations; (next slide) we also had some residual effect of that chemical, as it mixes with the other pump stations at Old Creek and Gender after that, there's a ? reduction of 44% still; our total reduction at the end level on Buckner Court is at 94%, we're very happy with that; people are going to notice it, our infrastructure will be able to prosper because of that; things are going well, and we're also seeing some benefit with regard to exposure to our employees.

Shawn Starcher – As you can imagine, crews are extremely busy with parks and roadside mowing; we have a mower – some type of mower, tractor out every day of the week, we're trying to keep up with that; we also started installing American flags, gearing up for the weekend, we'll finish that up tomorrow; pool work is almost complete, we'll be installing the aqua climb wall this week; have a few things left there in the bathrooms to finish up; we'll be finishing that up probably by midweek; lastly, as Dick mentioned, we're going to start our herbicide roadside spraying Thursday or Friday if weather permits, and that'll help out with weed eating, hopefully; Coolman: I'd like to say thanks for this past weekend with the bicycle tour, your team stepped in, put up signs on the parking lots; that was very, very helpful at the last minute, so thank you; Amos: Additionally, our baseball fields look fantastic, so thank you.

Rick Brown – Real quickly, we continue to work on the server architecture, that's my life for the rest of the year; that's what I'm working on; Jarvis: Is the rollout going the way you expected it to? Brown: Absolutely, it's working well; just have 3 servers left to really do, 3 big ones; Jarvis: When will the first opportunity to do a failover test be? Brown: Next year, when we get the software, the backup software to finish everything; we'll be able to do the tests now, we're running that now; that's where we're getting measurements for the network and everything, so fun times.

Joe Taylor – After the last meeting, we completed some core sampling from 3 filters and 2 softeners; check on the media efficiency, those samples have been shipped off to a lab through the manufacturer, I'm still waiting on results from those samples; we replaced a affluent meter on softener number 2 that we were having an issue with, but that went well; the distribution – the AMI metering installs are still ongoing, we have around 1,035 installed at this time; we have some issues with one of the handhelds, so it kind of slowed us down for a couple of weeks; we've got a new one on order, here in about another week or so, we'll be having 2 crews back at it again; on High Street, where we've been doing the street paving, we went through there and went through all the valve bolts, the main line valves, and the watch valves for the hydrants, and replaced any of them that were in need; there were 11 valves total that we dug up and inspected, and replaced; a few of those bolts were not stainless; this past billing cycle we had approximately 43 that we physically had to shut off; we've been working with Woodward Excavating, doing the testing for the 12-inch main for Greengate Boulevard, as Bill was explaining; we did pull the bacteria samples for those today; once the lab brings those back, we can put that into service; we also did the fountain start-up; other than that, not really any customer calls – we did have one call concerning our hardness, and desirable for softener or not, so I spoke with a lady about that; she lives on Dietz, in the new section, she was the last house in the old section, so I explained how that process

works; Walker: Only one customer complaint, that's it? Taylor: Yeah, it really wasn't even a complaint; it was just inquiring about hardness; I told her it was more of a personal preference for her; I actually have a chart, where you can see over the last few years that we've actually brought the hardness down quite a bit; we're removing about 72-73% of the hardness; Jarvis: Just out of curiosity, is that person a long-time resident? Taylor: No, the house is only a couple years old I believe; Clark: I don't have a question, I just wanted to thank you; I had the AMI installed in my house today, and your staff was very courteous, very efficient, very professional, clean and I just appreciate that very much; Taylor: Thank you.

Sargent Cassel – Good evening, if you've noticed, I didn't give you any paperwork today; there's a reason for that, lieutenant is changing the format in how we do our staffs; the way it's going to be is it will be broken down per shift, and the down time will be broken down per shift; I talked to Mayor Ebert last week, and there was some concern over the down time being kind of high; me and the Mayor are both under the assumption that that's because Deputy D'Amore's stats are entered into that also; he's going to have more down time with transports, tickets, and things of that nature; what I have to do is figure out, with the new format, how to take his numbers away from the whole number, as a whole; he's working 4 hours on first shift, and 4 hours on second shift; so I've got to figure out how to do that – to separate that, to figure out the down time, with his numbers not inflating the down time, does that make sense? So that's my goal – next time we meet, I'll have the reports broken down like I told you I would for every month; we'll do that once a month there; again, I apologize for being empty handed as far as the stats go; as far as what we're doing – starting today until the 31st, we're doing increased traffic patrol for click it or ticket, OVI and speed, because of the holiday weekend coming up; we'll be hitting those areas in the city and on 33 pretty hard; Deputy Reed may be getting promoted to Sargent; he is our school resource officer in Canal Winchester; if he gets promoted – which it pretty much looks like he is going to – if he gets promoted, we will have to find a new school resource officer for him, which he was awesome at his job; hopefully the next school resource office that we get will be just as good as him, but that's a high bar to hold, because he was really good at what he did; our new cruiser is all striped out and ready to go; we are just waiting on getting a new repeater put into it, I guess the repeater that was put in didn't function properly, so hopefully we'll see that within a week or two; Walker: Sargent Cassel, big thank you to one of your deputies that stopped by Jackie Marion's – I don't know if that was you, or which deputy; we were told they stopped by to check on her; Cassel: What's her address? Oh – is that the female that wasn't home, and they thought she was home? Jackson: No, it's a different one; Cassel: I'll look into it and let them know; Walker: I heard from the Lloyds that one of the deputies had stopped by to make sure everything was okay, that she was okay; we just wanted to thank that deputy – a special thank you; Cassel: I will, we've got a lot going on; I apologize for not knowing exactly; Walker: That's fine.

Shane Spencer – I think as the weather has turned here, a lot of the engineering efforts have turned into construction efforts, as Mr. Sims report kind of highlighted with Gender Road Phase IV, and the 2018 Street Program well into construction now; with that being said, just a few quick updates; one of which, I actually do not have any new news relative to our approach with the railroad, to partner with possibly upgrading the High Street crossing; this year, we have been in contact with them numerous times, as recently as Friday with the local office; the local office has been very supportive of the concept, they need to bring additional funding in; they're still trying to

bring funding in at the corporate level; we're getting down in time to be able to that accomplished this year, and we have certainly conveyed that urgency, and we hope to have a response one way or the other here in the short time, so we are still pursuing that; as I mentioned last month, I was working on a summary of a timeline for finding consideration of developments for potential improvements to US 33 and Gender Road; I did finish the summary, and distributed it to staff for consideration; just outlining possible funding sources and a realistic timeline approach to that; the last thing – it's that time of year now, in the summer we start considering potential OPWC potential funded projects; something we'll continue to think about as we move into summer with those applications due in September; if we identify a good opportunity, it's something we would bring forward; Clark: I noticed in the paper, there was mention with the extra road – 3 lanes going from Hamilton, that they were going to do something on Gender Road – the bridge on Gender Road was part of that package, what are they doing there? Spencer: There is some maintenance activity, Mr. Sims has seen those actual improvement plans; I think most of that is to do with maintenance, with some degradation of the barrier wall; Sims: Last year, the Gender Road bridge was hit; damaged part of the beam and bridge deck; ODOT has hired a contractor; they've had preconstruction for that project as well; it will necessitate some lane closures, some at night, and some closure at Gender and 33 when they set the beam in place so we've been in communication; haven't gotten their schedule yet to know days and impact; trying to coordinate signage; they will have detour signage associated with their project and we will have detour signage associated with ours; won't want that to be confusing

D. Request for Council Action

RES-18-006 *Mayor*	A Resolution Authorizing Destination: Canal Winchester To Operate The "Canal Winchester Farmers' Market" In And On Various Property Owned By The City Of Canal Winchester *- Request to move to full Council*

Mayor: We do this every year, so they can operate; like it says, within the various limits of the City of Canal Winchester; Lynch: this is just a resolution to operate on city property – it doesn't include any additional funding or anything? Mayor: No.

A motion was made by Bennett, seconded by Coolman to move this resolution to full council. The motion carried by the following vote:

Yes 7 – Bennett, Coolman, Amos, Clark, Jarvis, Lynch, Walker

RES-18-007 *Development*	A Resolution Authorizing The Mayor To Apply For An Ohio Department Of Natural Resources (ODNR) NatureWorks Grant For Improvements To Westchester Park *- Request to move to full Council*

Haire: This would be a resolution that would allow us to apply for a NatureWorks grant that would fund potential improvements to Westchester Park; as a result of completing the parks plan, there are a number of improvements listed; Westchester Park – there's an opportunity now for us to do some improvements; we had budgeted this year to put a shelter house in the park; what we would

like to do is use that money that we had budgeted, and also leverage that with some additional funding – and potentially some grant funding to do a bigger project; that's what we would like to do; I had them pull up the plan, that obviously didn't show up real well on there, but it gives you an idea; I'll go through some of the proposed improvements that we have there; if you'll scroll down to the bottom, most of the activity is taking place down there; this was a plan that took place back in the early 2000's, where it was kind of laid out on what the park would ultimately be; what we have done here is revise that plan – what this plan includes is adding 14 additional parking spaces, there are currently 10 parking spaces at that park; a lot of times, there are busy periods, weekends, you'll see a lot of people park along the street there as well; the street is fairly safe, but in parks there are little kids and things like that, so to be safe we would like to get those to parking space, and still have overflow parking if needed; right now, that trail that loops to the side of the parking lot, that currently dead ends into the parking lot, so we would have to remove a portion of that trail and relocate it, and what we would like to do is bring that all the way out to the street; the trail that's along the north side of Dietz Drive – it would connect directly to that; that trail would also – the asphalt path would also continue from the parking lot over to the playground, and then also out to the street; the idea behind that is to make that entire area handicap accessible; all those trails would be ADA accessible, and right now the playground is elevated, so it's a mulch playground and it's elevated; they manufacture ramps that would allow that area to become ADA accessible as well; we would be proposing to install one of those ramps that would allow someone that's in a wheelchair, or has any mobility issues to be able to go up those ramps and access those playground structures; we're also proposing a small addition to the playground, with some new structures there; those we're looking at some inclusive options; those would also be some playground items that would be accessible to all children; that would be the goal with those, we haven't picked out anything yet, we've just kind of budgeted for a number - we will get more specific on equipment in the coming weeks; we are proposing a 24x36 shelter house that would be located just to the north; that's the big white block you see on there; it's just kind of southeast of where the large shade tree is, adjacent to the playground; between the parking lot, and the playground structure; 11 new shade trees, 3 new benches, and then upgrading the mulch path that goes through the wooded area; right now, that's paved until you get up to about where it starts being wooded; at one point, it was mulched, there's not really a lot of mulch left – it's mostly just a dirt trail at this point; it's really scenic if you walk back in there, It's a really high tree canopy, it's really quiet, it's a nice feature to have in the park; we want to make it more accessible and to make people feel more comfortable utilizing that area of the park; what we are proposing is a more compacted gravel, to upgrade that portion of the park; all of those improvements right now – the preliminary estimate for a budget for that $208,362; we're still working on potentially refining that budget a little bit, it may come down a little bit from that number with some changes that we're looking at, but that's the approximate amount that we're looking at for the improvements; the grant will fund up to 75% of the improvements, the NatureWorks grant; our commitment would be 25%, potentially a little more than that is what we're looking at contributing; we haven't discussed internally what that number would be, we just got the estimate late last week on what the improvements would be, so we're trying to work that down a little.

Jarvis: Mr. Haire, would it be premature to talk about the HOA's? Jacskon: I don't know that Luke knows that; Haire: I do know that – Jackson: Luke was out last week when we got that news; Haire:

We met with the Westchester Homeowners Association to seek their approval for this; part of the conditions for this park is that the Homeowners Association and the golf course have any approval rights over any improvements that we make there; we met with them to share the plans, do you guys want to discuss that – one of you that was actually at the meeting? Mayor: When we did – Amanda, Matt and I met with the Homeowners Association a week and a half ago, whenever it was; we did present this to them, we told them the full scope of the project, we'd like to have their support, the golf course's support, and support letters, so on and so forth – just everything that we would like to have to make it for a good grant application; a couple of days later they came back to us and said that they were going to donate $20,000 to the project, so that was probably more support than we were expecting, but it's good support; Amos: Did they ask for anything in return? Mayor: No, to build the park; Jackson: They were very excited by the presentation that Matt made; I think that we got some good feedback from them on some things; they were concerned a little bit about safety and lighting, and we took all of that back, and we are working on integrating that; they were very, very pleased with what we presented them; Lynch: Is there any lighting part of this first phase plan; is there any out there currently – I've not driven by at night; Haire: There's street lights along Dietz that light up the area; I think that if we incorporated lighting, it would probably just be on the shelter house itself; there would probably be some wall-packs or something like that that would shine off of the shelter house, but no other trail lighting or anything; Jackson: It would be more for security purposes; Amos: Would this shelter house be a part of the rentals that we offer? Jackson: Yes; Haire: The idea is that what we would be doing here would set the standard for what we are doing in the rest of the parks; it would have one theme for benches, trash cans, the shelter house itself; we'd want that to tie in to any of the future improvements that we do; Lynch: The $200,000 – is that all contracting everything out, or does that include doing any kind of work in house, and do we have any capacity to do it in house? Jackson: We talked about that a little bit last week while you were gone last week, Luke, about what we might be able to do in house; to use as part of a match in this grant in kind labor, and materials would be counted as part of our minimum 25% match; we just haven't figured out exactly what that would be yet; Haire: It would most likely be some of our landscaping, and some of those items that we could do in house that could save us, and also contribute to our match; the higher you score on applications, the more match you put in; 25% is the minimum required, there's minimum points for that – if you go up to 33%, you get more points; Amos: Mr. Haire, during the parks plan meeting that we went to; it was mentioned about using recycled materials for things like the shelter house – is that something that you're looking into on the material, or are we going with more wood products? Haire: We haven't looked at that, but typically what that's used for is benches and things like that, that are more readily available; a lot of suppliers making them, so it would probably be used for that rather than the building itself; Walker: You mentioned maybe lighting the shelter, but any at all for the entrance, or the parking area at all – do we need anything at all? Haire: I think we could serve that purpose by putting some wall packs on the walls, that shine towards the playground and the parking lot, I think that would serve that purpose; the streetlights are just adjacent to the parking lot now, so you kind of get some light in there already.

Bennett: Mr. Haire, I see in our parks plan we had 2 full-sized basketball courts – any thought into A: where it fits into this plan – I mean if we're going to talk about the expense that we're talking, it's listed here as a $30,000 investment; Haire: We looked at options for laying that out there; you

start getting pretty crowded with what you have in here; if we were to put basketball courts in, it would take up that green space kind of west to where the playground is; that would be the only spot that it would fit and be appropriate; you get into issues with the residents in the area with basketballs bouncing; what we're looking at is McGill Park would have basketball; I think we've got 4 basketball courts laid out there, and that would be the priority area to put that in; if it's necessary in the future, we could reconsider it here; Mayor: When we met with the HOA, they did not want basketball courts; Jackson: They did not, and as Luke mentioned we have to get approval from the HOA and the golf course, and I don't know that the golf course would approve basketball courts out there either; Walker: Mayor Ebert, at one of the meetings also Mr. Bennett, had mentioned even flipping the basketball courts with the pickleball just to keep the noise even moreso off the road of the balls bouncing – isn't that correct? Jackson: At McGill Park? Yes; Walker: Yes, McGill Park; I think it was 2-4; Mayor: We don't have a final determination; Walker: Talked about it, in consideration of the houses across the street; Bennett: I guess with that piece of information then, is there any consideration into if we don't want to use that space for basketball courts – soccer fields, or any other type of athletic use? Haire: It could be striped for something, dimension wise; right now it's kind of an informal green space, kids play frisbee and things like that right now; Peoples: Parking would be an issue as well, if you have 2 teams of 10-11 kids in soccer; Bennett: Is there no street parking? Peoples: It would be very limited, because we have median islands in through there; Jackson: If I could, I just want to speak to the financial end of this real fast; this is a reimbursement grant, meaning we would have to pay for the entire project and then get reimbursed for it from ODNR; right now, all we have budgeted for it is the shelter house, but we will not hear from this on whether or not we are successful with our application maybe until November this year, so we wouldn't even be talking about starting the project until 2019; the resolution does indicate that we would come back for approval of the appropriation of the money to do the project, should we be successful with the grant application; Haire: The application is due on June 1st; Coolman: Mr. Haire, how long would the project take from start to finish? Haire: We would just do it in one season; if we are awarded I would try to – Coolman: So next year; Haire: Yeah, I think we would probably try to bid it out pretty early in the year, and get it done quickly; it shouldn't take long to complete the project, the parking would be the biggest portion of construction that would take place – parking and the trail; the playground equipment and the shelter house can go in pretty quickly.

Bennett: With the – I guess, surrounding the opportunity for the grant – I don't know how much is available, the size of the grants that they're offering; also – the other thing is that we have long term restrooms with water as a $200,000 expense; if there's an opportunity to obviously do a project like that, maybe it's not this time, but it's a future consideration; is that something that could be folded into that grant? I mean I get the trails and the paths for the NatureWorks – I didn't know if restrooms were an acceptable grant; Haire: They are a fundable item; how they look at it is whatever makes up the majority of the cost is what the grant is issued for; you rank based on what you're doing – playground equipment and things generally rank higher than amenities like restrooms and parking lots; we wanted to make sure that we're spending more on the playground amenities, the trails and things like that with this application to make sure that we would score higher; the grant is allocated by county, and that's based on population; in this year's round, there's $337,810 available in Franklin County; we would be applying for that Franklin County pool

of money with this application; Lynch: We have no idea – it's just to fund up to 75% - Haire: Right, the applications are capped at $150,000, so we couldn't seek more money than that; Lynch: So they could give us up to $150,000 or $10,000, we don't know; Haire: Last year they funded 2 projects in Franklin County, a $94,000 project in Whitehall, and a $75,000 project in Columbus was the grant award portion; Jackson: Historically they fund 2-3 projects in Franklin County per year; Clark: Do you know how many applied? Haire: I don't, I just look at the awards; Walker: Do you know what they look for to, you know – Haire: Yes, so we have the copies of the application and it plays out the scoring; we are tailoring the application to that; having the donation, leveraging that money helps; the more partners you have on board, that helps with scoring, having firm commitments from them; a letter of commitment helps as well; we've been successful with these in the past – we have funded Walnut Creek Park with the NatureWorks grant, and Hanners Park was funded with the NatureWorks grant.

A motion was made by Walker, seconded by Coolman to move this resolution to full council. The motion carried by the following vote:

Yes 7 – Walker, Coolman, Amos, Bennett, Clark, Jarvis, Lynch

ORD-18-018
Finance

An Ordinance Approving The Editing And Inclusion Of Certain Ordinances As Parts Of The Various Component Codes Of The Codified Ordinances Of Canal Winchester, Ohio

- Request to move to full Council

Jackson: This is something we do every year; we contract with a company called Walter H. Drane; they ask us for copies of all the ordinances passed by council in the preceding 12 months, and they go through and determined which ones need to be formally codified, which is the nice, large package that they used to print; I don't know if anyone still has a copy of the printed ordinances or not; they also go through state code, and anything that we need to update in our code to mirror state code; that's what this ordinance is doing this evening, is updating these particular sections of our code; most of them are traffic related; the tickets that our deputies would write under our code; Amos: Miss. Jackson, for us newbies, where would be able to see these? Jackson: It is online, there's a link on our website that would take you to this; if you would just Google Walter Drane, you can find Canal Winchester listed as one of the many municipalities for whom they publish these; Amos: It will show the pending ones? Jackson: It will not show the pending ones; once this is formally approved by council, then they will get updated to the website.

A motion was made by Amos, seconded by Clark to move this ordinance to full council. The motion carried by the following vote:

Yes 7 – Amos, Clark, Bennett, Coolman, Jarvis, Lynch, Walker

ORD-18-019
Development

An Ordinance Authorizing The Mayor And Clerk To Accept And Execute The Plat For Canal Cove Section 5

Ordinance Attachments: Planning & Zoning Recommendation

- Request to move to full Council

Haire: This is a plat for Canal Cove section 5; they have a number of homes under construction in section 4 currently; this would be the next section, which is the extension of Lane Street, and also Gundy Drive; it would be lots 129-168, so it's a total of 40 lots of this section, and also a reserve, which is Reserve F, which is 1.972 acres; really just the next section of that – Planning & Zoning Commission heard this at their last meeting, they made a recommendation for council to approve the plat, with 3 conditions; the conditions being that the 8-foot multi-use path along Hill Road be completed for the final plat approval; prior to the final plat approval, the turn lane on Hill Road into Cannon Drive be completed prior to the final plat approval; the electric easements as noted in note D be submitted for review prior to final plat approval; the first 2 conditions were included on section 4, which they're still constructing now; they've finished the infrastructure work with the exception of those 2 items, so that's why those are included there; the electric easements – note D basically says that they'll define where those are going to be; typically all easements need to be noted on a plat; we would want those noted on the plat prior to that final plat being signed, and have approval over where those easements are located.

A motion was made by Coolman, seconded by Bennett to move this resolution to full council. The motion carried by the following vote:

Yes 7 – Coolman, Bennett, Amos, Clark, Jarvis, Lynch, Walker

E. Items for Discussion

18-052 Rules Committee Meeting – June 4, 2018

Jackson: Would you like me to take this, Mr. Walker? This is more just for your information; a rules committee meeting has been scheduled for June 4th, that will start at 5pm; all of council is invited to that, however there are only 3 official members of the Rules Committee – Mr. Lynch, Mr. Coolman, and Mrs. Amos, so they would be the only 3 with the power to vote during said meeting; I would encourage all of council to look through all of the rules, I will send those out to you tomorrow morning, so that you have a copy, and if there's anything you would like to change or update, note those; either bring them to the meeting, or get them to one of the members for discussion; also on this agenda will be the invocation topic; again that will be at 5pm on June 4th; Walker: If that – after that is put into the rules, how soon would the invocation – would this be another month away before that would go to a vote by council? Jackson: Typically, what would happen is rules committee would make the determination on what they want to recommend to full council, and then we would bring an ordinance – I don't know if it's a resolution or an ordinance, I'd have to look, it's been awhile since we've done an update to the rules; they would bring that to council, and it would go through the same process that every other piece of legislation goes through.

Jarvis: Mr. Haire, I think you were probably appointed in on organizing the discussion about the residential standards, and I realize you've been out of town – out of country for a while, so I understand that it probably hasn't gelled yet; do you have a notion of an idea of when it might take place? Haire: I do not, I have not thought about it; when would you like it to take place, and we'll try to get it setup; Jarvis: The only sense of urgency is the fact that there are proposed developments that are somewhere in the pipeline, and things may or may not have a bearing on

those; having it done would be a good thing sooner, rather than later; it's not, obviously something that has to happen by tomorrow; I realize that there's a lot of coordination.

Lynch: A couple of plots that we have proposed up in Canal Cove that we will be looking at in Old Town – the standards we have already in place, we looked at a couple weeks ago; those areas will be based on those standards, correct? So any new standards that come up would not apply to either of those developments? Haire: Right, so what they're building currently is in planned districts; those planned districts were approved long ago, so prior to 2006; I think Canal Cove was approved in 2001, Westchester was approved in 1992; we're working off standards that were adopted at that time for the planned district, which included the entire development; Lynch: Got it, okay; Haire: So until those are built out, they'll build off those standards; Lynch: The areas that are being proposed are under those standards? Haire: Yeah, so that's section 5 of Canal Cove, there will also be a section 6 and a section 7 in the future that are planned; at Westchester, we'll have plats coming up for sections 10-1 and 2, section 9, and also 12-3 will be coming here in the next 2 months; Lynch: How many outstanding areas have been pre-approved that are out there right now under old standards? Haire: In terms of number of homes, or sections? Lynch: Let's just say sections, it will make it easier; Haire: There's 3 sections of Canal Cove remaining, there are 9 sections of the Villages of Westchester; Lynch: So any changes that get made will make some impact, but not a lot; it sounds like a lot of the areas has already been – Haire: There's still a couple hundred homes that are in approved subdivisions at this point that are not yet built out, I can get you the number here in just a moment; Clark: Are those – are some of them minor, like one or 2 lots or something in some of those sections? You're saying there's 9 to still be built out at Westchester? Haire: Yes; Clark: How many total homes would that be, if 9 are built out then? Jarvis: Do they all average about 40; Clark: Yeah – Haire: No, they're smaller than that, Westchester is typically around 20; Haire: In Westchester, there are still 220 houses to be built; in Canal Cove, there are 124. Lynch: So less than 350 altogether under the old codes; Bennett: Mr. Haire, those are all planned districts, and any changes that we make won't affect any of the current development that's been approved? Haire: Correct; Clark: Lucas, what's the development out on Oregon Road and Hayes Road – out that way, around the circle, what's that being called? Haire: Middletown Farms; Clark: At this point, that has not been approved, so they would be under these standards if we adopted them, right? Haire: Yeah, it was referred from Planning & Zoning Commission, so that will be set for a public hearing later this evening; Clark: It was referred from Planning & Zoning on – Jackson: It's on your council agenda this evening to set the public hearing for that; actual Planning & Zoning recommendation is included in your council packet; Clark: Was it 1-4 or 1-5; the vote from the Planning & Zoning?

F. Old/New Business

Bennett: Mr. Peoples, question about the speed tubes – have we, again with the weather turning – Peoples: They haven't been back out for a while, we had the speed trailer out for quite some time, we haven't done any studies in a while; Bennett: I thought we talked at one point about the speed tubes; were they damaged, or – I don't remember if it was software – Peoples: We upgraded them, the ones we had – we have smaller units that hook to the tubes, and one of the ones that we had completely went; they're $400 units, so they're not super expensive things, they're relatively rugged; the battery life on them was 3 years, and I think we got 5 years out of it; in the long run

we're doing pretty good; we replaced one of them, I expect we'll have to replace another one here before long; Bennett: With making an effort to get those back out into different sections of the community, then we'll be able to help and form our officers, especially the midshift on potential speed enforcements? Peoples: based on some of the numbers I've seen, I don't think he needs a whole lot of information on where he needs to go; he seems to be doing pretty well; that's the goal, is to try to help along with that with seeing some things; there are very typical spots of where there are speed problems – Washington, Dietz, Waterloo, High Street; Lynch: Columbus Street; People: It's getting better, though; I actually noticed going out seems to be worse than coming in, I don't know if it's if you have to navigate to Coroner out there, then Trine Street helps slow them down a little bit; that does help coming in, but going out – Lynch: Yeah, leaving Canal and heading out towards old town, they pick up speed before they hit Trine Street, that's been bad; Peoples: There's been a truck that's down there at that white house that's under construction, it's a larger truck; right before you get to Trine Street, it sits out a little ways, that helps; Amos: Mr. Peoples, would we consider Groveport Road – after sitting on there for the TOSRV event, we watched people go past so fast you couldn't even see the lights of their eyes; Peoples: The deputy has gotten quite a few people out there; all he has to do is drive – he said that he got one the other day, where he passed him and the guy sped up, and he turned around and got them because they have radars in the back; he knows that spot, he sits at the church or the retirement center over there; Amos: It was absolutely unbelievable, people were blowing past us; Clark: People get going 55-60; Mayor: He caught one on I think it was Groveport Road, I think he was going 62 (mph) in a 25 (mph); he was on his way to lunch with his daughter, he was in a hurry; Coolman: Must've been pretty hungry; Walker: Mayor Ebert, I was with Deputy Walker the evening – the day we rode together, we were stopped by a gentleman at the light over by the Kroger store, coming out onto – that light, it's real quick; have we talked – Mayor: Which light, where at? Peoples: Over by Prentiss School; Walker: Is there any – I apologize if we talked about this before, I don't remember that we did; is there any way of making that a little bit longer? Mayor: The thing is, which most people don't take into consideration, that light changes twice as often as the one at Gender Road does; it's shorter, but it changes twice as often; you can't stack too many people there at one time, if you do, it would be a really big mess; Walker: So we've done all that we can with it? Mayor: We've had – who's our company? Peoples: EMH&T – we were going to have them look at it again – the whole corridor is synchronized together, and once we do the Gender 4 Groveport intersection project, we're going to have them take a look at that, and do a resynchronization; I don't expect Prentiss School to get any better; we've tried to steal 2 seconds from it, and it messes up the timing with Gender Road; it may end up cycling just a little bit faster, but it'll still be that 2 cycles per one at Gender Road; Walker: Okay, at least I have an answer for folks for when they ask; Mayor: It's a short light – no doubt it's a short light, but it's done that way intentionally.

Coolman: Mr. Haire, welcome back from the Far East; question – since we've passed the ordinance for the farm animals and the acreage a few months ago, just curious, has anybody applied for any variances? Haire: We've not had a single inquiry or application that I know of.

Lynch: Mr. Peoples, we talked several months back about maybe some short term parking downtown, maybe 10 minute for pick up – maybe do 3 spots in different areas, people want to run in and run out; has that been looked into at all, is that something we can do? Peoples: We got a little bit of feedback; some of the business owners are not in favor of that – now it depends on who

it is, a Shade's type of thing, it depends on if it's a longer situation or not, the coffee place I think they were okay with it during the day, or in the mornings, but on their night, they want people to stay longer; it is not been taken a whole lot farther, it was just I guess some feedback that we had heard informally.

Jarvis: I just wanted to make a reference to an ordinance that will be coming up this evening for a third reading – all of us received in our packets a red-lined, kind of a cleaned up version of the last version of the admissions tax ordinance; I think, in looking at it – and that was not an intent to be kind of a final touch, it was just another step in the direction that we were discussing; the only reasonable for us to do, because it is coming up for a final reading, would be to table that ordinance, and then maybe we can discuss it in more detail during the general session; just wanted to make sure that everybody was on the same sheet as far as that.

G. Adjournment at 7:05 p.m.

A motion was made by Lynch, seconded by Bennett to adjourn. The motion carried with the following vote:

Yes 7 – Lynch, Bennett, Amos, Clark, Coolman, Jarvis, Walker

Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Meeting Minutes - DRAFT

May 21, 2018

7:00 PM

City Council

Bruce Jarvis – President
Mike Walker – Vice President
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Patrick Lynch

A. Call To Order ***Jarvis called the meeting to order at 7:05 p.m.***

B. Pledge of Allegiance – *Jarvis*

C. Roll Call ***Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker***

D. Approval of Minutes

MIN-18-022 5-7-18 Council Meeting Minutes

A motion was made by Amos, seconded by Bennett to approve the minutes. The motion carried by the following vote:

Yes 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

E. Communications & Petitions

18-049 Canal Winchester Human Services Letter

Jarvis: we have a few communications and petitions to touch on; there is a letter from M. Penny Miller of Canal Winchester Human Services; in response to that, Mr. Lynch and I met with Ms. Miller and discussed the situation; I think there was kind of a hopeful possibility at the end of last year that there might be some kind of surplus funds that we might consider as a potential donation for their new building; however, that never really materialized; in addition to the other finances that are expended on human services, mainly related to transportation; there were some other things that were going on so you might look at it as approximately a $70,000 donation that takes place every year; and with regards to the building itself there was really no provision for that; Pat and I both kind of explained what the situation was; we had other things of course that might be a higher priority this year with regard to law enforcement and some other things; there is the possibility that in the future when another hotel comes online and it generates more tax dollars that might raise the ceiling on the award amounts; which they did apply for and receive some funds last year as well; it wasn't for the building but back to the same organization; she understood and let us know that she would be checking in from time to time to see if the situation has changed; we welcome her to do that;

18-050 Franklin County Engineer Letter

Jarvis: We also received a letter from the Franklin County Engineer, if someone from staff would like to touch on that; Jackson: I can; this letter is discussing the fact that there was a change in state law in regards to the motor vehicle license fee; the change in state law allowed counties to levy an additional five dollar fee; the letter is indicating that Franklin County has chosen to do that; so they just wanted us to know; so all Franklin County residents will pay an additional $5 fee when they go to the BMV; I have not officially heard from Fairfield County but I will assume that they will be following suit as well;

Lynch: That $5 fee does it come back to the municipality or does it go straight to the county so it doesn't really affect us one way or the other;

Haire: you pay it but it doesn't necessarily come back to you directly; the Fairfield county engineers recommended it to the County commissioner and they also increased the fee; but the commissioners have not taken it up yet; they need to do so by the end of June to get it adopted for next year; so it will probably be coming pretty quickly;

18-056 ZA-18-002 Recommendation from Planning and Zoning to consider a Zoning Text Amendment to Chapter 1161.04 Old Town Commercial

- ***Set Public Hearing Date***

Jackson: We just need to set the public hearing date; we would recommend that we set that public hearing date for July 2nd at 6:30pm; Lynch: That's a normal council meeting, right? Jackson: Yes, that's a normal council meeting; Jarvis: If the majority will be here it sounds like a good date and time to commit;

18-057 ZM-17-007 & PDP-17-003 Recommendation from Planning and Zoning to consider a Zoning Map Amendment from Exceptional Use (EU) to Planned Residential District (PRD) for 11.954 acres located along the corner of Hayes Road and Lithopolis Rd (PID 184-002994) and to consider a Preliminary Development Plan for Middletown Farms Planned Residential District for 79.488 acres located along Hayes Road and Oregon Road (PID 184-002994, 184-003001, and 184-002998)

- ***Set Public Hearing Date***

Jackson: we also need to set a public hearing for this matter; in order to not conflict with the July 2nd public hearing, we would like to set this one for August 6th; I would like to propose that we set that for 6:15 p.m. and that we move up our work session start time to 5:45 p.m. to allow us enough time to get work session in and the public hearing and hopefully be able to start council on time at 7:00 p.m.; so if that is okay with council it will be a 6:15 public hearing and a 5:45 work session on August 6th; Jarvis: do you think it would be wise to request written reports form staff that evening; will they be giving status reports; Jackson: it will just be Matt, Luke and I at that work session; other staff members won't be there;

F. Public Comments - Five Minute Limit Per Person

Tanisha Robinson, BrewDog: hello council; I have not met all of you; but I have met many of you; my name is Tanisha Robinson; everyone calls me T; I am the CEO of Brewdog USA; if nothing else it's nice to meet all off you and hopefully you've had a chance to try some of our beers and hang out at Dogtap; I can say we're super thrilled to be in Canal and just really excited to be part of the community and get further and further embedded; something kind of popped up on our radar; this ordinance number 18-017; Lucas sent me over the new language this morning; there's just sort of some scope issues that we have questions about; I understand the intent and fortunately I had the opportunity to spend some time with President Jarvis and Mike over there to give us some clarity on the situation; so this language is definitely more narrow and we're like not opposed to you guys charging admissio9n and cover chargers even tho9ugh we have events that we charge admission and cover charges; I'm totally okay with that because trying to stave off sales and income tax increases; I totally get it; but a couple things just operationally; one thing we do is tours on a regular basis; we charge like $10 for the tours; but it might be like $1,000 in revenue and to kind of administer that on a monthly basis is a bit much; if we could do it quarterly between events we have and our tours that would make it a lot easier on us; the other question I have, which isn't clearly addressed here;

sometimes we do beer dinners; or effectively as people are making a reservation and prepaying their food and beverage; it might be $60 and we can only accommodate 20 people; but they're really just prepaying for their dinner; that's not exactly an admission charge but certainly we've got our sights on an events space; our music venue and even for a live general mayhem where we attract a few thousand people and charge admission; again, totally fine as long as we just get clarity around what is an admission charge and what isn't; if it's a prepay thing we'd like that to not be included; we don't want to get only a slippery slope of food and beverage; I don't want guns blazing on these poor guys over here; I think for us it's just really around if we can tighten the language to say admission charge and cover charge but exclude prepaid food or beverage then we're happy to support this and include on the events that we actually supply tickets and include this on the price of tickets; that's what most people that throw events do; that's my two cents on this; then of course the quarterly filing just makes it easier for us to administer and doesn't necessarily have an impact on revenue for you all; that's all I have on that; but the new language is definitely much less alarming than the initial draft; thanks;

Jarvis: thank you very much for coming and meeting with us this evening and also to clarify how it looked form your end; because I think that, and I'll galvanize our own thought, something just wasn't very clear in the language, the way it was stated; this evening, just so you know what I expect to happen, we've been presented with a revised version which is a step in the right direction but still isn't quite ready for prime time; we really don't have much choice; if we put it up to a vote it really would not fit everyone's vision of what it should be; so it would be tabled till sometime in the future; perhaps you would be willing to see some of the drafts as we refine it a little bit and let us know if it still fits your vision;

Robinson: yes, and like I said we're happy to support it;

G. Resolutions

RES-18-006
Mayor

A Resolution Authorizing Destination: Canal Winchester To Operate The "Canal Winchester Farmers' Market" In And On Various Property Owned By The City Of Canal Winchester
- *Adoption*

A motion was made by Bennett, seconded by Amos to adopt this resolution. The motion carried by the following vote:

Yes 7 – Bennett, Amos, Clark, Coolman, Jarvis, Lynch, Walker

RES-18-007
Development

A Resolution Authorizing The Mayor To Apply For An Ohio Department Of Natural Resources (ODNR) NatureWorks Grant For Improvements To Westchester Park
- *Adoption*

A motion was made by Walker, seconded by Coolman to adopt this resolution. The motion carried by the following vote:

Yes 7 – Walker, Coolman, Amos, Bennett, Clark, Jarvis, Lynch

H. Ordinances

Third Reading

ORD-18-017 *Development* *Sponsor: Coolman*	An Ordinance To Create Chapter 188 In Part One Of The Codified Ordinances Of Canal Winchester Enacting An Admissions Tax *- Adoption*

Coolman: I would like to make a motion at this time; there is obviously a little more work to be done on this as far as the wording and parameters of it so it doesn't get taken out of context; I'd like to make a motion to table this ordinance;

Hollins: one quick not I just sent out to everybody; the new redline version, I noticed the new redline, the formatting comments; it's a lot easier to read without all of those; it's a pdf of the redline version without all of that;

Jarvis: we have a new baseline; the one that Mr. Hollins just sent out is the one to review and make comments on and to work in collaboration;

Hollins: a lot of the changes wouldn't make sense unless you could read the full comments; those should help guide the discussions; thank you for your comments; if you have any more comments don't be afraid to call the office of the law director to hold a meeting at Brewdog;

A motion was made by Coolman, seconded by Lynch to table this ordinance. The motion carried by the following vote:

Yes 7 – Coolman, Lynch, Amos, Bennett, Clark, Jarvis, Walker

Jarvis: just a general comment; I can't say at this point that this would be taken off the table to be acted upon; but I have a feeling it might be a couple more iterations before we get there;

Second Reading ***- NONE***

First Reading

ORD-18-018 *Finance*	An Ordinance Approving The Editing And Inclusion Of Certain Ordinances As Parts Of The Various Component Codes Of The Codified Ordinances Of Canal Winchester, Ohio *- First Reading Only*
ORD-18-019 *Development*	An Ordinance Authorizing The Mayor And Clerk To Accept And Execute The Plat For Canal Cove Section 5 *- First Reading Only*

I. Reports

Mayor's Report

18-052	Mayor's Report
18-051	April 2018 Mayor's Court Report

Mayor: thank you Mr. Jarvis; I do not have anything to add to my written report unless you have any questions; I do need approval of the April 2018 Mayor's Court Report

A motion was made by Bennett, seconded by Clark to approve the April 2018 Mayor's Court Report. The motion carried by the following vote:

Yes 7 – Bennett, Clark, Amos, Coolman, Jarvis, Lynch, Walker

Fairfield County Sheriff

Cassel: the only thing I have to add to my report is the gentleman, or deputy that Mr. Walker was referring to was Deputy West; he was the one that went back out there; I apologize sometimes I can't hear; I'm almost deaf in my right ear from my military service; sometimes I can't hear you completely; Jarvis: were you in the artillery; Cassel: artillery and demolition; Jarvis: that explains it; Jarvis: in addition to Mr. Walker I was also approached by a neighbor that shared that same story; it was extremely well received; Coolman: O would just like to make a comment that Sergeant Cassel, your team really did well this past weekend; we had 5 lots that we had for the bike tour that we use for parking; I stopped in and talked to JR about the one back by Dysart because that's where the majority of the cars are at; we parked over 300 cars in there; there have been no reports at all of any kind of issues; we got some reports back from Tosrv that they really were overwhelmed with the welcomed feeling that they received form our city; there was a lot going on Friday night when they came in and registered; so that was great; at the end when they came back a lot of them had concerns about leaving their cars here and things like that because they've never been here before; very well received; very well done; congrats to your men; Cassel: thank you; I will definitely pass that along;

Law Director

Hollins: to my knowledge no need for an executive session after the meeting and unless you have any questions, no further report;

Finance Director

18-054 Finance Director's Report

Jackson: I just have one thing in addition to my written report; at the next meeting, June 4th, I will have legislation for the 2019 tax budget for first reading; I do not have the public meeting for that held until the 2nd meeting in June; which will be June 18th; I wanted to allow you time to review that; so that coming into the public hearing I think my presentation may make a little bit more sense rather than me throwing all that information at you at one time; we do need to have that passed by July 2nd due to your recess in July so that I can get it filed with the county auditor; it has to be filed by July 20th; given that we will be doing the public hearing on June 18th I would request if possible to move up the start time of our work session to 5:45 again; that way I don't push council behind too terribly far with my presentation; so we would do a 5:45 work session and a 6:30 public hearing if that is okay with council; Jarvis: this will be the 2nd meeting in June; Jackson: yes, June 18th; it's just a 15 minute push that would be the meeting with the rest of staff; but they are all aware; I do not anticipate there being much legislation if any at that meeting; I think basically it would be the oral reports from staff that meeting;

Public Service Director

18-053 Director of Public Service Project Update

Peoples: I don't have anything to add to my written report; Coolman: thank you for your crew and their commitment this last weekend for the bike tour; they did a great job putting the street signs out, street parking; that was pretty well documented; they were given maps that they could park at certain streets but they weren't sure where; so your sings were great; Mrs. Jackson, thank you for your gal for making the letters for the lots; I appreciate the effort the city put forth; it was a very impactful thing; it was good; Jarvis: the organizers of that event were pleased with the location an amenities; Coolman: overwhelmed just wowed; Amos: what's the eta on those signs for the park; the one that Mr. Tomlinson is working on; Peoples: they're probably 3 weeks out; Bennett: in a past meeting we talked about the no turn on red right here; any decision of movement on change; I know you talked about that was going to go away; just curious where that stood; Peoples: it is still under review; I think it's in my court; Jarvis: just to clarify what are we talking about; Bennett: taking the no turn on red away from 8 am to 6 pm so you could turn on red any time; Jarvis: that same intersection is a problem when someone is trying to turn left onto High Street; it's just a growth problem; Mayor: Bruce, I looked at that when you mentioned it before at an earlier council meeting; you've got the same thing coming from the other direction; Jarvis: true; Mayor; unless you knock a couple buildings down and add some lanes; I don't know what else you'd do; Jarvis: it changes by the day as to which side the main problem is; and yea, maybe there isn't a real solutions; Clark: your only choice would be to have a right and straight light; and have the left hand turn be where you continue on straight; Clark: it would allow someone to go right or straight; Mayor: but what's that going to do for the traffic coming from the other direction; Clark: nothing form the other direction; Mayor: it will slow it down that way; Jarvis: but that's a fairly short strip; it would be interesting to see what the numbers are behind that if they were easy to get;

Development Director

Haire: just a quick update on the trips; I was gone for a week. I returned late Friday night; we had 20 meetings in Japan over the 6 days; it was a very busy schedule of being on trains, planes, an automobiles; moving all over in about a 300 mile range of Japan; just a lot going on specifically in the automotive sector; specifically with electric vehicles and the future adoption of electric vehicles and connected vehicle technology and what's going on in that realm; it's very interesting; I learned a lot on the trip and the meetings I had; that way we can apply some of that here and hopefully it can be fruitful for some of the discussions we have with businesses; Hollins: were you a giant over there; Haire: as I am most places, yes; Walker: were you in one of the vehicles with no driver; Haire: no I was not; Mayor: he jumped out real quick; Coolman: did you even fit in any of those vehicles; Haire: the cabs are pretty tight; Jarvis: you were traveling with a central Ohio group; two representatives from Columbus 20/20 which is a regional economic developer; Jarvis: what's the feeling there; I now that the suburbs in Columbus sometimes seem like they're in competition; even to the point of some suburbs signing a non-compete clause or something along that line; is there any discussion like that or do we feel like everybody was pulling in the same direction; Haire: I feel like overall as a region we've moved past that so that was a former Mayor of Columbus initiative that wanted to push that along but never really got anywhere' maybe with a few municipalities willing to agree to that kind of agreement/framework; I look at it as any project in the region is good for us; more economic development is good because people in Canal Winchester work in jobs all over central Ohio so it's a positive thing; the rising tide floats all boats; it's a good thing for central Ohio and I think that's how we all look at it for the most part; I prefer your project came to Canal Winchester first and if it doesn't work here you can find somewhere else; not every project is the right fit; you have to look at what is

appropriate for your community; what works for your community, the work force and the amenities you have; we're not going to see a 300,00 square foot class A office building built here just because we don't have the amenities that you would get at somewhere like Easton where that would be more appropriate;

J. Council Reports

Work Session/Council	*Monday, May 21, 2018 at 6 p.m.*
Rules Committee	*Monday, June 4, 2018 at 5 p.m.*
Work Session/Council	*Monday, June 4, 2018 at 6 p.m.*
CW Human Services	*Mr. Lynch*

Lynch: nothing to report other than what you talked about earlier

CWICC *Mr. Clark*

Clark: meeting May 30th, 11:30 Interurban building; Jarvis: let us know if there's anything earth shaking that comes out of that;

CWJRD *Mr. Bennett/Mrs. Amos*

Bennett: Our next meeting will be Thursday, June 21st at 7 pm Town Hall; our first meeting we had a resident come in and want to discuss a lot of issues but he number one topic was our fee structure; Jarvis: and I apologize; we're trying to organize a meeting with the Mayor, myself and Mr. Kreuger to talk about how the future; and that was a problem on the first; Bennett: I haven't reached back out yet; the Mayor is out of town so we're pushing probably sometime into June on that; I do have sort of an informal meet and greet coming up with Granville's JRD rec director; coming in and sharing some of the things that they are actively doing; Jarvis: who will they be meeting; Bennett: we'll have some sort of members of the board rotating in and out; it will be an informal gathering; but I will share if there are any council members or city staff want to participate; Clark: are they structured like ours or does Granville have their own; Bennett: every JRD is structured differently; it's a unique situation across a lot of the joint recreation districts; a lot of them do probably manage some degree of parks and rec in the city; but each one handles different responsibilities; there is also a Bellefontaine JRD but their representative will not be able to attend nut I'm still trying to communicate with New Albany; they've had a representative here before;

Destination: Canal Winchester *Mr. Walker*

Walker: Tomorrow, 6:30, nothing has changed since last time; bands are about the same; have everything moving right along with the Farmers' Market

K. Old/New Business

Jarvis: the admissions tax; as Mr. Hollins said we received the new non red line version that is the baseline for your review; rather than try to collaborate online where it might take long to look up; somebody is voting on this aspect and somebody else is on that; if you wouldn't mind independently review it and lets then discuss it when we come together next under old business; then we'll see how close we are; of that resonates or if there are changes that need to be made; I know that's a little slower but if you've ever tried to collaborate on a document online it's a nightmare; let's just see what we can do by breaking out and review and come back together and see where we all kind of come to c consensus on that; it's kind of nice for Ms. Robinson to come in and speak directly about

wat part of it she is conceptually on board yet is representing as a business owner; probably the only business that will be impacted by this on day one; versus the whole intent of this ordinance which is sort of a future looking this; here's one that it really could impact right now; Coolman: can I make a suggestion and throw it out there maybe it works maybe it doesn't or the sake of clarity could we all review the document then email our suggestion to one person on council'; so one person could gather them all and put them in order; so we get together we can just run down the list one by one; instead of everyone just jumping in; because what if there is duplication of ideas' duplication of communication; Jarvis: I'm inclined to say that's a good idea Mike; but it's sort of what happens if you and Mike and Pat think this and the others think something; it almost become a voting process or it could be; maybe there's no harm in it; Coolman: no it's just for gathering information; instead of everybody having their list then we get together at a work session and everybody takes their turn; there would be a lot of duplication; a waste of time and communication; Jarvis: this last document, Mr. Hollins, is it a pdf format; Hollins: it can be obviously forwarded in a word format if that is more helpful;' Jarvis: I'm willing to try it; and I can be the collection point too; if you send it to me with your comments please be crystal clear about what section you are referring to; and if it's a general comment that's okay too but make sure that's understood; Lynch: when we review this we'll just do it section at a time right; so that everyone's suggestions will be done in order; Jarvis: I'm not going to editorialize; I'm just going to lump them together; here's your comments; here's your comments; and we'll have that document then to look at; our next meeting I am out; I will try to get it out around the same time Mrs. Jackson gets the packets out; and then we can discuss it openly; I've changed my mind many time by listening to what you guys have to say; back in your own reviewing this may occur to your this way; there's no great way to gather their but that's as good as any; so send those to me and then I will consolidate them and they will be attributed to whoever submitted that comment; in other words Jill if you send me some comments on some sections of it I'm going to call your name out as the owner of those comments; Amos: identify the problem; Jarvis; that's right; draw a big red circle around it; and we'll get there; there's no time frame; this is not a burning bridge; it's something I think that has been identified as a need and I think conceptually we all see that there is value in this; I just want to get it right;

Jarvis: I received a communication over the weekend that I did not pick up until today; it was from a resident by the name of Joyce Minor; Ms. Minor wanted to share with me her feeling about something that took place at Brewdog over the weekend it was basically a noise complaint; but she also mentioned something about fireworks; at the same time over the weekend she also notified Mayor Ebert so he and I have not talked; I don't have any background on it; I don't have any kind of a suggestion on how to ix or what it is or anything; I'm just mentioning how it happened; I received a communication and didn't have a chance to get it through the channels so it would show up on our agenda; that's a good lead in for the next topic;

Jarvis: council protocol; I cannot remember a time on council where I received so many email issues we'll call them form residents in a short period of time; it's like open season; what I've received in the last two weeks you might receive in a four year term; it was that infrequent; it's coming fast and furious for whatever reasons; and I know that were receiving them; sometimes it's individually or sometimes it is sent to every person on council; here's the pitfall with that; you want to be responsive to the resident; that's why we're all here; were representing the citizens of Canal Winchester; so you want to be responsive to that but you're not sure what the background is; because these are coming in great numbers we need to figure out how to; since we don't have a common front door any one of

us could be the door that somebody comes through; we have to make sure the answer is consistent and its accurate; otherwise we run the risk of looking silly if we aren't in unison on that; I won't mention the gentleman's name but there was someone who complained about some nuisance grass and some issues related to that and I think this person sent an email to each of us personalize; it appeared you were getting it by yourself; a lot of us responded back to it; but the response was blind because you didn't know what I said I didn't know what you said; so you run the risk of contradiction; I think the solution to this is, this is what I'm going to request; I'm not telling anybody what to do but I think it will make things smoother if you do get something like that, we have a clerk of council, Amanda Jackson, and we can use her as a central clearinghouse for that information; not only so we can make sure it becomes public record but we can make sure that if it does need staff attention they're aware of it at the same time; I'm not suggesting that if somebody approaches you that you don't stay with it every step of the way and make sure they get their questions answered; but if there is some investigation that needs to be done or maybe some actions have already been taken an we're not aware of it because it happened in the past that is where the value of staff comes in; I'm just letting you know that it has the potential to get away from us; it has happened to me with this one I'm talking about; I thought I had addressed it myself; we all got asked the same question and that person might have gotten different responses back; and it would be a miracle if they all agreed; Lynch: I think one of the things that has happened here; and I've had people approach me about this, on our website it has all of our names individually and individual email addresses; and some people can't figure out how to copy copy copy to all of them' so they write an email to each person; if there was a line under emails reply everyone more than likely they're going to go to that one and just send a blanket email and that way we'll see who all is on there; and that can include all council members or clerk; Jackson: we've looked into that; that request was made before; I don't recall why it wasn't an option but I will follow up with Rick Brown on it; Lynch: I think that in itself will solve the problem of each of us getting a personalized email; Coolman; I think we ought to take it a step further too; as Bruce was commenting about is the end part of that is also what we give back as communication to the public; so I think we should be uniform; I think we should have one spokesperson who should respond to that resident so we can all give our opinions again to one parry; whether it be Bruce, the President or Amanda; but we all should have one spokesperson; we should all say our peace amongst ourselves but one uniform comment going back to the public that represents all of us; so again we don't all look like we have a different position on it ; Jarvis: if you need a response; I agree with that, Mike and think it probably should be the presidents' position; I mean it's me today but in the future it will be someone else; it sort of makes sense; there's a tip to this thing; and there is also more coordination between president and staff that takes place than if you were a standing member of council so if that's okay when something like that does come up; don't check out form that person of they did come to you individually; you sort of have a responsibility to stay with it every step of the way; ion order to make sure its coordination and the response is kind of coordinated going back, that would be the way to do it; if you would bring it my attention I promise to bird dog my email more than once every couple of days; that way of its hot I will get it; Coolman: the protocol you're trying to establish is communication; so if you want us to respond to Amanda and she can collect everything with you and then you can put out a blanket comment to the resident then there's protocol there; Jarvis: on behalf of council; the exception is council is their representative; Coolman: right, we're elected officials to represent them so why not; so your motion here for a protocol is well received; I agree we should have a process; that process should be; I don't care who it is; you mentioned Amanda first; Jarvis: I believe Amanda as clerk of council is that central point and coordinates with

staff; she's in the picture kind of no matter what; and you can hit us both if you want; so at least the position of president is at least aware that its going on and someone on staff has notes also; they may have been approached separately and I think that's what happened in this case.

Amos: Miss. Jackson, do we use Google Docs at all? Jackson: We do not; Hollins: I thought about that, what's running through my head is that it's hard to, from the public records standpoint, keep an ongoing public record; I thought about that for the ordinance; Amos: Yeah – just a way we could all see the tracking going on; if somebody contacts us, putting it in there so that we can all see what's being done; Hollins: I was trying to think creatively how we work that into a public sector; I'll put some thought into it, see if there's some other alternative to track the source of each comment; Amos: Yeah, I appreciate that, I think it would also give us the option to say 'okay, this person' – I think I know which one we're talking about; it gives us the option to say this person approached me in person, and then emailed everybody else – you're right, you don't know who they emailed; Coolman: It could be someone that emailed everybody, and yet we run into them socially; or one of us are on vacation, and don't have a chance to respond; Bruce has got a very good point here, we need a good protocol; Jarvis: It's not been necessary in years past, because it just didn't happen with this frequency, it's kind of a new thing, I can't even explain why it's going on; the only other thing is Jill – if someone approached you, and they came to you and only you, you can always give them a polite non-committal response that it's being looked at, that's the truth, right? That way they at least have the courtesy of knowing that we got the message; Walker: So in the meantime, if I were approached, and I don't know that everyone else has been approached, I would go ahead and forward it to the clearing house – or to Miss. Jackson, and then to you, copy you; Jarvis: If you get it to her, she'll make sure I get it, if you get it to me, and forgot to get it to her, I'll make sure she gets it; Clark: Are we still under old or new business? Jarvis: Yes; Clark: This situation – has the grass been cut? Peoples: Yes; Clark: What was the idea of the mound, with the dirt that came from Canal Cove? That was okay, for him to bring the dirt? Peoples: Yes, he got a grading permit; Clark: He's going to grade that out, and flatten it at some point, so that it rises the level of the ground there? Peoples: I talked to Bill, I don't know if you guys issue the building permit, or the grading permit – Bill Sims, when I talked to him, I had a copy of the grading permit; they're basically proposing 3 buildings on there, and they set the pad elevations for those 3 buildings; nothing has been approved, but that's their ultimate plan for that; I don't know what the mound is in the middle, but they also have a detention basin there, and there were some issues with some ponding water over there; we've got to try and figure out what that outlet is; Clark: I would imagine that the water on the one side, it's not going to roll off into the detention basin; Peoples: There's actually – on either side of that high spot in the middle, there's actually channels, ditches on each side of that that brings it down to that low area; Haire: When the community garden was there, that flooded all the time; that's the low spot of that, and there's no drainage anywhere, there never has been; Clark: The neighbors are saying that there's more water in their yards now than there ever has been since that dirt has been there; Haire: Part of that was the parking lot that was paved behind HER; that area was gravel, and now it's been paved, but it was under 2,000 square feet, so we don't regulate it from a storm water perspective; Jarvis: The grass situation has been taken care of, the silk fence that was around it; Peoples: It's still up, (unintelligible)…not all of it, but they have taken some of it down to allow the water in; the silk fence is still up, and they weren't able to mow around it; Jarvis: It was just earlier today that the silk fence on either side of Waterloo was removed; Haire: That should help, because those were not being maintained, and when they're not maintained, the water doesn't pass through them, so that directs

water where it shouldn't be going; Jarvis: That's true; I guess time will tell with the next rain if it continues to be a problem; the gentleman also had some concerns with how it could be developed in the future, which it's not there yet; Lynch: So, hypothetically, in the future, one of the questions was if something gets built there, there's going to be street alterations, storm sewer, sanitary sewers; the developer I'm assuming picks up the tab of all of that; Haire: Yes, that's the reason there's no development happening there; because when you run a pro-forma, it doesn't work – you can't run it profitably; Lynch: Due to the storm improvements? Haire: All utility requirements, upgrading the streets and the alleys; Lynch: There's nothing close enough there to really make it cost effective? Haire: You'd almost have to get double that amount of density to make it work, and our zoning permits 13 units on that parcel; Lynch: How much do they want to sell that property for? Haire: It's not currently on the market; Lynch: Last time it was on the market, how much were they asking? Haire: $358,000; Lynch: Interesting, how many acres? 2? 3? Haire: A little over 2 acres, 2.1-2.2; Lynch: 2.2? Okay. Jarvis: Must be an oil field under there or something; Lynch: That's some expensive property, yeah.

Lynch: Back to that property over there, has the city approached these people at all about buying that land? Maybe at a tax incentive at a discounted rate? Haire: No, we have not; Mayor: For what? Lynch: I don't know – Amos: A parking lot; Coolman: Off-street parking; Lynch: Parking lot, a mini park back there, green space – just preserve it as green space; people are talking all the time about additional green space in the downtown area; Mayor: No, we have not; Lynch: Any thought been given to it – evidently not, no thought given to it – I'm just asking; Haire: We gave thought to what the parcel would most appropriately be used for; Lynch: I was a part of that plan; Clark: It was multi-housing that was determined to be the best use for that? Haire: Basically small cottages, so I think there were 21 cottages that were laid out on there; Lynch: Little micro houses, with common areas; Haire: They were 1,100-1,200 square feet single family homes.

Walker: Miss. Jackson, for that meeting on June 4th for the rules – is that also for the content of the invocation, or would it be just putting into the rules at that time? If it's for content of invocation, I was going to make sure that they had what Mr. Hollins sent to me on what's acceptable with the Supreme Court of whether it was 'in Jesus name we pray', when giving the invocation, what clergy, is that all in the rules? Jackson: I guess the first decision that needs to be made is whether or not they believe it should move forward, and be included in the rules; once that decision is made, we can make the decision to talk about it that night, or a different night if they choose to move forward with it; ultimately, they're going to drive the discussion, I am there basically as a resource, so it's going to be their decision; Walker: Mr. Hollins, have we forwarded that to them – Coolman: Yes; Lynch: You sent that out to everyone; Jarvis: My thoughts on that are that when the rules committee looks at that, you're looking at the overall concept, and whether the council agenda should be modified; there's going to be an external reference to the procedure that needs to be developed; I would not look to the rules committee to hammer out all the details; Coolman: In that one meeting, no; Lynch: We'll get it close; Jarvis: As close as you can, the better it is I guess; if you embed it into the council rules, then there's a change to that, and you need to go back to change council rules; I used to work in the government right, this is how you make things work; you make a reference to change an external document; that external document can change independently without changing the rules; I don't think there's any embedded policy anywhere else in the council rules; maybe it's implied, I don't think there's detailed 'step one, step two'.

L. Adjourn to Executive Session (if necessary)

M. Adjournment at 8:06 p.m.

A motion was made by Clark, seconded by Bennett to adjourn. The motion carried with the following vote:

Yes 7 – Clark, Bennett, Amos, Coolman, Jarvis, Lynch, Walker

RESOLUTION NO. 18-008

A RESOLUTION AUTHORIZING DESTINATION: CANAL WINCHESTER TO OPERATE THE "CANAL WINCHESTER BLUES AND RIBFEST" ON THE VARIOUS STREETS AND SIDEWALKS OF THE CITY OF CANAL WINCHESTER

WHEREAS, the annual Canal Winchester Blues and Ribfest is to be held on July 27 and 28, 2018; and

WHEREAS, the Canal Winchester Blues and Ribfest is a civic endeavor which is family oriented, safe, clean and fun for all the citizens of Canal Winchesters; and

WHEREAS, the Council and Mayor of the City of Canal Winchester desire to express their approval on behalf of the citizens of the City and to authorize the use and control of various city streets, alleys and sidewalks of Canal Winchester for the benefit of this event;

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

Section 1. That the Canal Winchester Blues and Ribfest operated by Destination: Canal Winchester on July 27, 2018 from 5:00 pm to 11:00 pm and July 28, 2018 from 12:00 pm to 11:00 pm.

Section 2. That the boundaries of the Festival shall be High Street from Mound Street south to Columbus Street; Waterloo Street from Elm Street to Trine Street; and Stradley Place which includes the greenspace and parking lot located to the west and north of Stradley Place.

Section 3. That the streets and alleys within the boundaries of the festival shall be shut down to traffic by City staff with assistance from Festival Committee members from 6:30 am on Friday, July 27, 2018 and reopened to traffic no later than 9:00 am on Sunday, July 29, 2018.

Section 4. That Destination: Canal Winchester shall maintain liability insurance for the protection of the City of Canal Winchester, Ohio indemnifying and saving harmless said City from any and all liability that may arise or accrue by reason of the use of the various streets, alleys, and sidewalks of the City of Canal Winchester and shall present a copy of said insurance to the City.

Section 5. That Destination: Canal Winchester shall provide the following at no cost to the City:

a. City approved electric to all vendors and festival participants
b. Any costs related to special Emergency Medical Service coverage
c. Any costs, for auxiliary police, special duty deputies, or regular police as determined to be need by both Destination: Canal Winchester and the city
d. Payment for trash removal during event hours

Section 6. That the City of Canal Winchester shall provide the following as their contribution to the festival:

a. Water for use by the vendors within the festival defined area;
b. Payment of employee overtime hours required for the assistance in closing and opening of the festival area, delivery and set up of the stage, nightly cleanup of the festival area, and miscellaneous issues that may arise during the festival hours.
c. Contact numbers for appropriate assigned employees

Section 7. That Destination: Canal Winchester designated representatives will meet at least three weeks before the event with the Mayor and any other city officials the Mayor deems necessary to finalize festival related issues.

Section 8. That this resolution 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:

_____
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

ORDINANCE NO. 18-017

AN ORDINANCE TO CREATE CHAPTER 188 IN PART ONE OF THE CODIFIED ORDINANCES OF CANAL WINCHESTER ENACTING AN ADMISSIONS TAX

WHEREAS, Ohio Revised Code 715.013 authorizes municipalities to enact a tax on admissions to any place;

WHEREAS, with the continued growth and development in the City of Canal Winchester, Council desires to enact an admissions tax for the purpose of raising additional revenue to help support said growth and development; and

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

SECTION 1. That Part 7 of the Codified Ordinances of the City of Canal Winchester, Ohio, which is a part thereof, be and hereby is amended to include Chapter 188, Admissions Tax as follows:

CHAPTER 188
Admissions Tax

188.01 Definitions.
188.02 Imposition and Rate of Tax.
188.03 Admissions Exempt from Tax.
188.04 Collection of Tax.
188.05 Certificate of Registration or Exemption.
188.06 Certificate of Registration in Case of Temporary or Transitory Amusement.
188.07 Rules and Regulations.
188.08 Appeals.
188.09 Information Confidential.
188.10 Interest on Unpaid Tax.
188.11 Taxes Made a Lien.
188.12 Severability.
188.13 Disbursement of Funds Collected.
188.99 Penalty.

188.01 DEFINITIONS.

For the purpose of this chapter the following words and phrases shall have the following meanings ascribed to them respectively.

(a) "Admission charge" means any charge for the right or privilege to enter any place; a charge made for season tickets or subscriptions, a minimum service charge, a cover charge or a charge made for use of seats and tables, reserved or otherwise, and similar accommodations, green fees, a charge made for food and refreshments in any place where any free entertainment, recreation or amusement is provided; a charge made for the rental of or use of equipment, facilities or other property for the purposes of recreation or amusement, or a combined charge where the rental equipment or facilities is necessary to the enjoyment of the privileges for which a general admission is charged; and a charge made for parking charges including where the charge is determined by the number of passengers in an automobile.

(b) "Person" means any individual, receiver, assignee, firm, co-partnership, joint venture, corporation, company, joint stock company, association, society or group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

(c) "Place" includes but is not restricted to, theaters, cinemas, dance halls, amphitheaters,

auditoriums, stadiums, athletic pavilions and fields, golf courses, golf driving ranges, bowling alleys, ice-skating rinks, roller-skating rinks, night clubs, lecture halls, archery and shooting ranges, campgrounds, recreational vehicle parks, baseball and athletic parks, circuses, sideshows, flea markets, swimming pools, outdoor amusement parks and such attractions as merry-go-rounds, Ferris wheels, dodgems, skycoasters, race tracks, roller coasters, observation towers and all places where any form of diversion, recreation, sport or pastime is offered or provided, which are located in the City.

188.02 IMPOSITION AND RATE OF TAX.

There is hereby levied and imposed upon every person who pays an admission charge to any place, including a tax on persons who are admitted free of charge or at reduced rates to any place to or for which other persons pay a charge or a regular higher charge for the same or similar privileges or accommodations:

(a) A tax of three percent (3%) on the amount received as an admission charge to any place. The tax shall apply to every admission within the Municipality.

(b) A tax of three percent (3%) on excess of the amount received for tickets or cards of admission to theaters, operas and other laces of amusement, sold at a location other than the ticket offices of such places, over and above the amounts representing the established admission charge therefor at such ticket offices, such tax to be returned and paid in the manner provided in Section 188.04 by the person selling the ticket.

(c) A tax of three percent (3%) on the admission charge to any public performance for profit.

(d) A tax of three percent (3%) on the admission charge received as annual membership dues by every club or organization maintaining a place as defined by Section 188.01(b).

(e) A tax of three percent (3%) on the amount received, exclusive of federal, State and local admission taxes, for or on account of the use of any place for a public performance, the admission charge to which performance is exempt from tax under Section 188.03, such tax to be applicable regardless of whether such receipts are designated by the owner, operator or lessee of such place as rentals of property, charges for talent or services or otherwise.

188.03 ADMISSIONS EXEMPT FROM TAX.

No tax shall be levied under this chapter with respect to any admission charge, all the net proceeds of which inure:

(a) Exclusively to the benefit of religious, educational or charitable institutions, societies or organizations, if no part of the net earnings thereof inure to the benefit of any private stockholder or individual.

(b) Exclusively to the benefit of persons in the military or naval forces of the United States, or of National Guard organizations, reserve officer associations or posts or organizations of war veterans, or auxiliary units or societies of any such posts or organizations if such posts, organizations, units or societies are organized in the State of Ohio, and if no part of their net earnings inure to the benefit of any private stockholder or individual.

(c) Exclusively to the benefit of persons who serve in the military or naval forces of the United States and are in need.

(d) Exclusively to the benefit of members of any department of any municipal corporation, or the dependents or heirs of such members.

(e) Exclusively to the benefit of the general revenue fund of any municipal corporation or exclusively to the benefit of any fund of any municipal corporation or under the control of a recreation commission.

(f) Immediately after the event for which an exemption from admission tax has been allowed, the treasurer of the institution, society or organization for whose benefit such event was held shall file an itemized statement with the Finance Director setting forth the amount of money actually received by such treasurer together with the expenses of promoting and conducting such event. Such statement shall be used as a basis of subsequent requests for exemption from admissions tax for the benefit of such institution, society or organization and if such statement shows a disproportionate expenditure for promoting and conducting such event in relation to the profits, if any, no such exemption shall thereafter be allowed to such institution, society or organization.

(g) The exemption from tax provided in this section shall not be allowed to any institution, society or organization which does not control the sale of admissions to the event for which the exemption is requested, nor shall any exemption be allowed where talent, service or other items are compensated for on a percentage basis if such percentage results in a payment of excess of the flat rate ordinarily charged for the same talent, services or other items.

188.04 COLLECTION OF TAX.

(a) Every person receiving any payment on which a tax is levied under this chapter shall collect the amount of the tax imposed from the person making the admission payment. The tax required to be collected under this chapter shall be deemed to be held in trust by the person required to collect the same until paid to the Finance Director as herein provided. Any person required to collect the tax imposed under this chapter who fails to collect the same, or having collected the same, fails to remit the same to the Finance Director in the manner prescribed by this chapter, whether such failure be the result of acts or conditions beyond his control, shall nevertheless be personally liable to the Municipality for the amount of such tax, and shall, unless the remittance be made as herein required, be guilty of a violation of this chapter.

(b) The tax imposed hereunder shall be collected at the time the admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the Director in monthly installments and remittances therefor on or before the thirtieth day of the month succeeding the end of the monthly period in which the tax is collected or received. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the Director, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the Director unless the check is honored and is in the full and correct amount.

(c) The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the Director may require, showing the amount of the tax upon admissions for which he is liable for the preceding monthly period, and shall sign and transmit the same to the Director with a remittance for such amount; provided, that the Director may in his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable.

(d) Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the Director shall be the judge, the Director may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions or at such other times as the Director shall determine. It shall be the responsibility of the owner, lessee, or custodian of the place where the event or group or series of events is held to report and remit the tax levied and imposed by this chapter to the Finance Director unless a certificate of registration, as provided for in the next succeeding section of this chapter, has been issued to the person conducting the event or group or series of events. The Finance Director, however, may require the person ducting the event or group or series of events to furnish a bond to insure that each person makes the report and remittance. Failure to comply with any requirement of the Director as to report and remittance of the tax as required shall be a violation of this chapter.

(e) The books, records and accounts of any person collecting a tax herein levied shall, as to the admission charges and tax collections, be at all reasonable times subject to examination and audit by the Director. The audit is to be made by the Finance Director or by accountants employed by the City and at its own expense. If required by the Finance Director, a complete audit of a person's gross admission receipts shall be provided at the end of each person's fiscal year by an accountant approved by the Finance Director and at the expense of the City. Notwithstanding the foregoing if, as a result of the audit, the Finance Director determines that there shall be an unpaid tax liability for a person equal to or greater than one thousand dollars ($1,000.00) per monthly period audited, the Finance Director may require such person to pay the expenses of the audit. If the tax imposed by this chapter is not paid when due there shall be added, as part of the tax, interest at the rate of one percent per month from the time when the tax became due until paid. For good cause shown, the Finance Director may waive the penalty.

188.05 CERTIFICATE OF REGISTRATION OR EXEMPTION.

(a) Certificate of Registration. Any person conducting or operating any place for entrance to which an admission charge is made shall, on the form prescribed by the Finance Director, make application to and procure from the Director a Certificate of Registration, the fee for which shall be twenty dollars ($20), which Certificate shall continue valid until December 31 of the year in which the same is issued by the Director without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold.

(b) Certificate of Exemption. Any person conducting or operating any place for which an admission charge is made and who claims an exemption or exclusion under Section 188.03 shall make application to and procure from the Finance Director a certificate of exemption for which there will be no charge and which certificate shall remain valid until the termination of the event or series of events, to which the exemption applies.

188.06 CERTIFICATE OF REGISTRATION IN CASE OF TEMPORARY OR TRANSISTORY AMUSEMENT.

Whenever a Certificate of Registration is obtained for the purpose of operating or conducting a temporary or transitory amusement, entertainment or exhibition by persons who are not the owners, lessees or custodians of the building, lots or place where the amusement is to be conducted, the tax imposed by this chapter shall be reported and remitted as provided in Section 188.04 hereof by such owner, lessee or custodian, unless paid by the person conducting the amusement, entertainment or exhibition. The applicant for a Certificate of Registration for such purpose shall furnish with the application therefor the name and address of the owner, lessee or custodian of the premises upon which the amusement is to be conducted, and such owner, lessee or custodian shall be notified by the Director of Finance of the issuance of such certificate and the joint liability for collection and remittance of such tax.

188.07 RULES AND REGULATIONS.

The Mayor or Finance Director shall have power to adopt rules and regulations not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection and remittance of the tax herein levied; and a copy of such rules and regulations shall be published as ordinance of the Municipality are published before they become effective, and copies shall be made available in the office of the Finance Director. Failure or refusal to comply with any such rules and regulations shall be deemed a violation of this chapter.

188.08 APPEALS.

Appeals from any ruling of any official hereunder shall be made to Council within ten days after such ruling has been made, and Council shall have the authority to annul, modify or affirm any such ruling appealed from, in conformity with the intent and purpose of this chapter.

188.09 INFORMATION CONFIDENTIAL.

All returns and information relating to the business of any person required to collect the tax imposed by this chapter and coming into the possession of the Finance Director, his/her agents and employees of the Municipality, shall be held confidential. No disclosures thereof shall be made unless ordered by a court of competent jurisdiction excepting, however, that the Director may furnish the Bureau of Internal Revenue, Treasury Department, of the United States, or the Department of Taxation of the State of Ohio with copies of returns filed.

188.10 INTEREST ON UNPAID TAX.

In addition to the interest as provided in Section 188.04, a penalty of ten percent per year or fraction thereof shall be imposed on any tax not paid when due. For good cause shown, the Finance Director may waive the penalty.

188.11 TAXES MADE A LIEN.

(a) The taxes and other charges imposed by this chapter shall be a lien upon all the property of any person required to collect and pay or to pay the same. If such person shall sell out or quit business, such person shall be required to make out the return provided for in this chapter within thirty (30) days after the date of sale of such business or retirement therefrom, and the successor in business shall be required to withhold a sufficient amount of purchase money to cover the amount of said taxes and other charges collected and unpaid, together with penalties, if any, until such time as the former owner shall produce receipt from the Treasurer showing that the taxes and any other charges have been paid, or a certificate that no taxes are due.

(b) If the purchaser of a business shall fail to withhold purchase money as above provided, and the taxes and other charges so collected shall be due and unpaid after the thirty-day period allowed, the purchaser shall be liable for the payment of the taxes and other charges collected and unpaid on account of the operation of the business by the former owner, together with interest, as provided by this chapter.

(c) The lien for unpaid taxes and other charges imposed herein shall not become effective until such time as the Finance Director certifies to the County Auditor of Franklin or Fairfield County the amount of taxes delinquent, and such certification is placed on record by the County Recorder of said county in a book maintained for that purpose.

188.12 SEVERABILITY.

If any sentence, clause, section or part of this chapter or any tax imposed as specified herein is found to be unconstitutional, illegal or invalid, such constitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this chapter, and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is hereby declared to be the intention of Council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

188.13 DISBURSEMENT OF FUNDS COLLECTED.

The funds collected under the provision of this Chapter shall be distributed in the following manner:

(a) First, such part thereof as shall be necessary to defray all expenses of collecting the tax and of administrating and enforcing the provisions of the Chapter shall be paid.

(b) The balance remaining after payment of the expenses referred to in subsection (a) hereof shall be deposited in the General Fund.

188.99 PENALTY.

(a) Whoever, being a person charged by the provisions of this chapter with the duty of collecting or paying the taxes imposed by this chapter, willfully fails or refuses to charge and collect or to pay such taxes, or to make return to the Director of Finance as required by this chapter, or to permit the Director or his duly authorized agent to examine his books and other records, in or upon any premises where the same are kept to the extent necessary to verify any return made or to ascertain and assess the tax imposed by this chapter if no return was made, or to maintain and keep his books and other records for three years or such lesser or greater time as may be permitted or required by the Director, is guilty of a minor misdemeanor for a first offense and for a second or other subsequent offense is guilty of a misdemeanor of the first degree.

(b) Whoever violates Section 188.09 is guilty of a misdemeanor of the first degree for each such violation and shall thereafter be disqualified from acting in any official capacity whatsoever in connection with the assessment or collection of taxes under this chapter.

SECTION 2. That all other provisions of Part 1 of the Codified Ordinances 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:_____
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 Council and as set forth in the Canal Winchester Charter.

_____
Finance Director/Clerk of Council

ORDINANCE NO.18-018

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF CANAL WINCHESTER, OHIO

WHEREAS, Section 731.23 of the Ohio Revised Code provides for the publication and certification of ordinances in book form, and

WHEREAS, the Council of the Village of Canal Winchester, Ohio has had the matter of the updating and general revision of the ordinances before it for some time, and

WHEREAS, it has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such updating service, and

WHEREAS, the updating of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

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

Section 1. That the editing, arrangement and numbering or renumbering of the ordinances of Canal Winchester, Ohio of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2018 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. The following sections of the Traffic and General Offenses Codes, as amended are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

Traffic Code

303.04 Road Workers, Motor Vehicles and Equipment Excepted. (Amended)
313.09 Driver's Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
333.01 Driving Under the Influence. (Amended)
335.09 Display of License Plates. (Amended)
337.28 Use of Sunscreening, Nontransparent and Reflectorized Materials. (Amended)
351.07 Unattended Vehicles: Duties. (Amended)

General Offenses Code

513.09 Controlled Substance or Prescription Labels. (Amended)
521.10 Nonsmoking Areas in Places of Public Assembly. (Amended)
529.07 Open Container Prohibited. (Amended)
529.08 Hours of Sale or Consumption. (Amended)
537.15 Temporary Protection Order. (Amended)

Section 3. That the Clerk of Council shall cause to be published in a manner required by law this Adopting Ordinance together with a brief summary of new matter contained in the 2018 Replacement Pages. Sections in the Codified Ordinances without any previous ordinance history indicate that section contains new matter enacted by this Adopting Ordinance.

Section 4. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reason set forth in the preamble

hereto; wherefore, 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

ORD-18-019

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR CANAL COVE SECTION 5

WHEREAS, pursuant to Section 1117.04 (f) is provided that Council shall be presented final plats for final approval of subdivisions; and

WHEREAS, a final plat for Canal Cove Section 5, has been presented to the Planning Commission with a recommendation to City Council for approval;

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

SECTION 1. That the Mayor and Clerk be and hereby are authorized to execute and accept the final plat of Canal Cove Section 5, subject to and conditioned upon the following:

A. The 8' multi-use path along Hill Road be completed prior to the final plat approval.

B. The turn lane on Hill Road into Cannon Drive be completed prior to the final plat approval.

C. The electric easements as noted in "Note D" be submitted for review prior to the final plat approval.

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

ORDINANCE NO. 18-020

AN ORDINANCE TO AUTHORIZE THE MAYOR CONVEY A TRACT OF LAND CONSISTING OF 1.253 ACRES ON RUTHERFORD DRIVE TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO COLUMBIA GAS OF OHIO, INC., PURSUANT TO A PURCHASE AND SALE AGREEMENT, AND TO DECLARE AN EMERGENCY

WHEREAS, Columbia Gas of Ohio, Inc. desires to acquire 1.253 acres of land owned by the City of Canal Winchester for construction of new facilities; and

WHEREAS, the City hereby finds and determines that the 1.253 acres of land on Rutherford Drive is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City; and

WHEREAS, such transfer is authorized and permitted by the Carter and Ordinances of the City of Canal Winchester and pursuant to Chapters 1724 and 1761 of the Ohio Revised Code; and

WHEREAS, this conveyance is hereby authorized without advertisement and receipt of bids;

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

Section 1. That the Mayor be and hereby is authorized and directed to by suitable deed of conveyance to the Canal Winchester Industry and Commerce Corporation the 1.253 acres of land, so as to provide for the performance of the Real Estate Purchase Agreement by and among the Canal Winchester Industry and Commerce Corporation, the City of Canal Winchester and Columbia Gas of Ohio, Inc.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase agreement and the need to immediately begin preparations for the transfer of the land WHEREFORE, 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

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is made and entered into as of this 30th day of May, 2018 (the "Effective Date") by and between City of Canal Winchester, an Ohio municipal corporation (the "City"), Canal Winchester Industry and Commerce Corporation, an Ohio community improvement corporation ("Seller"), and Columbia Gas of Ohio, Inc., an Ohio corporation, (the "Buyer"). The City, Seller and Buyer are sometimes referred to individually as a "Party" or collectively as the "Parties."

BACKGROUND

A. City holds title to certain real property consisting of 1.253 acres located in Violet Township, Fairfield County, Ohio, further identified as Fairfield County Parcel Number: 0420376300, which is more legally described and defined in Exhibit A, attached hereto and made a part hereof (the "Land"); and

B. City, through Seller, desires to sell and Buyer desires to purchase the Property (as defined below), pursuant to the terms and conditions of this Agreement.

In consideration of the mutual covenants and conditions set forth below and for other good and valuable consideration, the receipt and sufficiently of which are acknowledged by the Parties, the Parties covenant and agree as follows:

AGREEMENT

1. **Purchase and Sale of Property.** On or before the Closing Date (as such term is defined in Section 3 below), City will convey the Property to Seller in a manner that will allow Seller to timely fulfill all of its obligations under this Agreement (including, without limitation, the obligation to sell and convey the Property to Buyer in accordance with this Agreement). Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions set forth in this Agreement, the Land, any improvements and personal property located thereon and the following (collectively, the "Property"):

   a. Contracts; Warranties; Intangibles. Seller's interest under and to: (i) all assignable warranties and guaranties issued to or inuring to the benefit of Seller, (ii) all assignable licenses and permits held by Seller at the time of Closing, as that term is more specifically defined below, relating to the operation of the Property (the "Licenses"), and (iii) all environmental studies and reports, surveys, building plans, title insurance policies, and other documents and materials pertaining to the Property in Seller's possession.

2. **Purchase Price.** The Buyer shall pay to Seller a purchase price for the Property in the amount of One Hundred Forty-Two Thousand Dollars ($142,000.00) (the "Purchase Price") which shall be paid as follows:

a. Five Thousand Dollars ($5,000.00) ("Earnest Money") shall be deposited with the Seller pursuant to the Right to Acquire Letter from Buyer to City, dated May 10, 2018, and

b. One Hundred Thirty-Seven Thousand Dollars ($137,000.00) shall be payable by wire transfer to the Escrow Agent at Closing, as that term is defined below.

3. **Closing**.

a. Closing Date. Closing of this transaction ("Closing") shall occur on June 15, 2018, or such earlier date as Buyer and Seller mutually agree upon in writing (the "Closing Date").

b. Items to be Delivered by Seller at Closing. At Closing, and as a condition precedent to Buyer's obligations at Closing, Seller shall deliver to _____ (the "Escrow Agent") the following, in a form and substance reasonably acceptable to Buyer:

i. A duly executed limited warranty deed (the "Deed") conveying the Property from Seller to Buyer;

ii. Such evidence as the Escrow Agent may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

iii. Escrow Agent's standard owner's affidavit, if required by the Escrow Agent, duly executed by Seller, sufficient to allow the Escrow Agent to remove the standard exceptions from the Title Commitment that can be removed with the delivery of such an affidavit (specifically excluding the survey exception and any mineral interest exceptions);

iv. An executed counterpart settlement statement setting forth the amounts paid by or on behalf of or credited to Buyer and Seller; and

v. Such additional documents as shall be reasonably requested by the Buyer or the Escrow Agent to consummate the transactions contemplated by this Agreement.

c. Actions to be Taken by Buyer at Closing. At Closing, and as a condition precedent to Seller's obligations at Closing, Buyer shall deliver to the Escrow Agent the following:

i. The Purchase Price, as set forth in Section 2 of this Agreement;

ii. An executed counterpart settlement statement setting forth the amount paid by or on behalf of or credited to Buyer and Seller; and

iii. Such additional documents as shall be reasonably requested by the Escrow Agent or Seller to consummate the transaction contemplated by this Agreement.

d. Possession. Buyer shall be entitled to possession and occupancy of the Property on the Closing Date.

e. Proration of Taxes and Expenses. All ad valorem real property taxes shall be prorated between the Parties on a calendar year basis and on the basis of the most recently available tax bill as of the Closing Date in accordance with local custom. Seller is charged with payment of service fees related to the Property, including, but not limited

to: city garbage disposal and incinerator fees, fire services fees, sewer and water fees, and public utility charges (the "Property Expenses") from the Effective Date up to and including the Closing Date. Subsequent to the Closing Date, Buyer assumes responsibility for the Property Expenses.

f. Closing Costs. Seller shall pay: (i) the fees of any counsel representing Seller in connection with this transaction; (ii) one-half (½) of any escrow fee charged by Escrow Agent; and (iii) all transfer taxes imposed upon transfer of title to the Property. Buyer shall pay: (i) the fees of any counsel representing Buyer in connection with this transaction; (ii) one-half (½) of any escrow fees charged by the Escrow Agent; (iii) recording fees; (iv) the cost of Buyer's inspections of the Property; (v) any costs associated with updating any survey delivered to Buyer by Seller; and (vi) the premium for the owner's policy of title insurance ("Title Policy"), costs for any endorsements and/or other coverage under the Title Policy, costs for any lender's title coverage and Title Commitment costs. Except as otherwise provided in this Agreement, all other costs and expenses incident to this transaction and the Closing will be paid by the Party incurring such costs.

g. Additional Items. Any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in comparable commercial transactions in the area in which the Property is located shall be prorated according to local custom.

h. Conditions to Closing. Each Party's obligations to consummate the transactions contemplated by this Agreement are conditioned upon fulfillment of the following conditions, each of which may be waived by the Party whose obligation to close is conditioned on the fulfillment of such condition:

   i. All of the representations and warranties of the other Party shall be true and correct in all material respects, subject to permitted changes in facts or circumstances pursuant to this Agreement, both as of the date of this Agreement and as of the Closing Date; and

   ii. All other conditions precedent to each Party's obligation to consummate the transactions contemplated by this Agreement shall have been satisfied on or before the Closing Date.

Should a Party fail to satisfy any of the foregoing conditions by the Closing Date and so long as the other Party to be benefitted by said conditions is not in default under this Agreement, the non-defaulting Party may either: (i) terminate this Agreement by written notice to the other party; or (ii) extend the Closing Date by up to ten (10) business days to allow the other Party an opportunity to satisfy the unsatisfied condition. To the extent the non-defaulting Party elects to terminate this Agreement, the Parties shall have no further rights, duties or obligations under this Agreement, other than those which are expressly provided in this Agreement to survive the termination of this Agreement; provided, however, that if any of the foregoing conditions have not been satisfied due to a default by Buyer or Seller, then Buyer's and Seller's respective rights, remedies, and obligation shall be determined in accordance with this Agreement.

i. Further Assurances. For no further consideration, Seller and Buyer shall execute, acknowledge and deliver or cause to be executed, acknowledged, and delivered, such

instruments and take such other action as may be necessary or advisable to carry out their respective obligations under this Agreement.

4. <u>Environmental Matters</u>

a. <u>Warranty</u>. With regard to the Property, Seller and City each represents and warrants to the best of its actual knowledge as follows:

i. Neither Seller nor City has caused the Property to be in violation of, and neither Seller nor City has received written notice from a governmental authority with jurisdiction over the Property that the Property is in violation of, any Environmental Law. For purposes hereof, (i) "Environmental Law" means any Federal, state, local, or administrative agency law, rule, regulation, ordinance, or order relating to Hazardous Materials (as defined below), including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act of 1975 as amended, (49 U.S.C. Section 1801 et seq.), and the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. Section 6901 et seq.); and (ii) "Hazardous Material" means any substance, chemical, waste, or other material listed as "hazardous" or "toxic" under any Environmental Law, including, without limitation, petroleum and petroleum byproducts.

5. <u>Risk of Loss</u>.

a. From the Effective Date to the Closing Date, all risk of loss due to damage or injury to the Property shall be borne by the Seller and Seller shall maintain or cause to be maintained the existing insurance policies or comparable policies or self-insurance, which insure all buildings, structures, improvements, fixtures, and other property situate on the Property against loss or damage by fire or other casualty, and if the existing insurance shall be cancelled by any company insuring the same, or otherwise terminated, Seller shall obtain insurance in like amount and coverage to that which is cancelled or terminated. In the event of damage to, or destruction of the Property prior to the Closing Date as a result of fire or other casualty, Buyer may, at Buyer's option, (i) proceed with the closing of this transaction in which event Buyer shall be entitled to receive from Seller any insurance proceeds paid by reason of such loss or damage; or (ii) Buyer may declare this Agreement null and void, and in such event, the Escrow Agent shall return to the Buyer the full amount of the Earnest Money, and thereafter neither of the Parties hereto shall have any further obligation to the other Party pursuant to the terms of this Agreement. Seller shall immediately notify Buyer in the event of destruction of the Property or any portion thereof, or significant damage rendering the Property unusable. Buyer shall then notify Seller in writing within ten (10) days of such notice as to which option Buyer has chosen pursuant to this Section 5.

b. If, prior to Closing, any entity with eminent domain power initiates action or threatens to initiate action to take the Property or a portion thereof by eminent domain proceedings, Buyer may either (i) declare this Agreement null and void, and in such event, neither of the Parties hereto shall have any further obligation to the other Party pursuant to the terms of this Agreement; or (ii) continue to Closing. Should Buyer elect

to continue to Closing, Buyer shall have the right to consult with Seller regarding the eminent domain proceedings and at Closing Buyer will be assigned the award from the condemning authority. Seller shall immediately notify Buyer in the event of any taking or threat of taking by virtue of eminent domain of the Property or any portion thereof. Buyer shall then notify Seller in writing within thirty (30) days of such notice as to which option Buyer has chosen pursuant to this Section 7.

6. **Due Diligence Review**.

a. Right to Review. From and after the Effective Date and continuing for a period of fifteen (15) days, ("Due Diligence Review Period"), Seller shall afford to Buyer and its representatives, access to the Property and any business records, files, studies, maps, plans, surveys in Seller's possession, and all other records of Seller reasonably requested by Buyer to conduct its due diligence review.

b. Right of Entry and Access. During the Due Diligence Review Period, Buyer, its representatives, designees, agents, and assigns shall have the right to enter the Property to make such inspections, tests, surveys, field work, environmental assessments, and wetlands delineations of and on the Property as are reasonably necessary for the Buyer to assess the Property for Buyer's intended use. In addition, Seller agrees to cooperate with the Buyer prior to Closing as reasonably requested by Buyer, including, but not limited to, obtaining all necessary permits for the Buyer's intended use on the Property, including, upon the request of Buyer, signing, as the owner of the Property prior to Closing, any permit applications that may be required by any regulatory agency or other entity for Buyer's proposed use of the Property. If Buyer desires to undertake any invasive testing of the Property, it shall provide a scope of work and obtain Seller's and City's prior approval, which approval shall not be unreasonably withheld, delayed or conditioned. If Buyer undertakes any invasive testing after the scope of work has been approved by Seller and City, Buyer shall restore the Property to substantially the same as its original condition after any such testing. Prior to Buyer's entry on the Property, Buyer shall provide Seller and City with evidence of commercial general liability insurance naming Seller and City as additional insureds with coverage in the amount equal to $1,000,000 combined single limits under an insurance accord that cannot be cancelled without ten (10) days' prior notice to Seller and City. Buyer shall indemnify and hold Seller and City harmless from all claims, costs, and fees, including, without limitation, mechanics' or material supplier's liens, which may be asserted against or incurred as a result of the acts of Buyer or its agents, affiliates, employees or contractors in connection with Buyer's inspections of the Property, which indemnification shall survive the termination or Closing of this Agreement for a period of one (1) year.

c. Notice of Defects. Buyer shall notify Seller in writing of any defects ("Due Diligence Defect(s)") which, in Buyer's reasonable determination, substantially and adversely affect the value or use of the Property on or before the end of the Due Diligence Review Period. Upon receipt of such notice from Buyer, Seller shall have the right to cure any Due Diligence Defect(s) to Buyer's reasonable satisfaction at least five (5) days prior to Closing. In the event Seller is unwilling or unable to correct all Due Diligence Defect(s) to Buyer's reasonable satisfaction, Seller shall so notify Buyer in writing within five (5) days of receipt of notice from Buyer of such Due Diligence Defect(s).

d. Failure to Correct Defects. In the event Seller declines to correct any Due Diligence Defect(s) identified by Buyer or Seller fails to cure any Due Diligence Defect(s) to the reasonable satisfaction of Buyer, Buyer, at its sole option, shall elect to either (i) declare this Agreement null and void, and in such event, the Escrow Agent shall return to the Buyer the full amount of the Earnest Money, and thereafter neither of the Parties hereto shall have any further obligation to the other Party pursuant to the terms of this Agreement; or (ii) continue to Closing. If Buyer does not terminate this Agreement during the Due Diligence Review Period, Buyer shall be deemed to have waived any right to terminate this Agreement arising from its due diligence activities.

e. Buyer Acknowledgement. Buyer acknowledges that upon completion of its inspections of the Property pursuant to this Section 7, Buyer will have fully inspected the Property, will have made all investigations as it deems necessary or appropriate and will be relying solely upon its inspection and investigation of the Property for all purposes whatsoever, including, but not limited to, the determination of the condition of the soils, subsurface, drainage, surface and groundwater quality and other physical characteristics; availability and adequacy of utilities; compliance with governmental laws and regulations; access; title matters; encroachments, acreage and other survey matters; and the character and suitability of the Property. In addition, Buyer acknowledges that the Property is being purchased and will be conveyed "as is" with all faults and defects, whether patent or latent, as of the date of Closing. There have been no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to Buyer by Seller or City or any agent or employee of Seller or City, except as specifically set forth in this Agreement

f. Title or Survey Defects. The due diligence process set forth in this Section 7 shall be subject to, and shall be superseded by, the provisions of Section 10 and 11 of this Agreement related to Title Defects and Survey Defects, respectively.

7. **Representations and Warranties**.

a. Representations and Warranties of Seller. Seller and City each represents and warrants to Buyer that the following statements are true as of the Effective Date and shall be true and correct on the Closing Date:

i. Seller and City each has the right and authority to enter into this Agreement and to transfer the Property pursuant to this Agreement. The individuals signing this Agreement on behalf of Seller and City are authorized to do so. This Agreement has been duly authorized, executed, and delivered by Seller and City, is a valid and binding obligation of Seller and City, and is enforceable against Seller in accordance with its terms;

ii. Seller and City have received no notice of violations of any applicable law, code, rule, statute, ordinance, or regulation with respect to the Property;

iii. There is no pending or, to Seller and City's knowledge, threatened condemnation or similar proceeding affecting the Property, or any part thereof;

iv. There will be no obligations of Seller or City with respect to the Property that will not be satisfied as of the Closing Date;

v. Except as otherwise disclosed by Seller or City to Buyer in writing, the Property is not subject to any lease, contract, license, permit, or other agreement of any kind;

vi. There is no agreement to which Seller or City is a party or that is binding on Seller or City which is in conflict with this Agreement. There is no action or proceeding pending or, to Seller and City's knowledge, threatened against Seller or City or relating to the Property, which challenges or impairs Seller's or City's ability to execute or perform its obligations under this Agreement;

vii. Neither Seller nor City is a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986; and

viii. There are no attachments, executions, assignments for the benefits of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened against Seller, City or the Property.

b. Representations and Warranties of Buyer. Buyer represents and warrants to Buyer that the following statements are true as of the Effective Date and shall be true and correct on the Closing Date:

i. Buyer has the right and authority to enter into this Agreement. The individual signing this Agreement on behalf of Buyer is authorized to do so. This Agreement has been duly authorized, executed, and delivered by Buyer, is a valid and binding obligation of Buyer, and is enforceable against Buyer in accordance with its terms.

c. Survival of Representations and Warranties. Unless otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties in this Agreement shall survive the Closing for a period of one (1) year and shall not merge with or be extinguished by delivery of Deed contemplated by this Agreement.

8. **Default**.

a. Default by Buyer. If the sale of the Property under this Agreement does not occur because of Buyer's default under this Agreement, Seller may terminate this Agreement and retain the Earnest Money.

b. Default by Seller. If the sale of the Property under this Agreement does not occur because of Seller's default under this Agreement, then Buyer shall have the right to elect one of the following: (i) to terminate this Agreement, in which event the Escrow Agent will return the Earnest Money to Buyer, or (ii) to bring a suit for specific performance.

9. **Title Report.** Buyer at Buyer's expense, shall, obtain an Owner's Title Insurance Commitment (the "Title Commitment") in the name of the Buyer, in an amount equal to the Purchase Price, pursuant to which the Escrow Agent shall commit to issue to Buyer an ALTA Owner's Policy of Title Insurance for the purpose of insuring title to the Property. Upon receipt of the Title

Commitment, Buyer shall have five (5) days thereafter to advise Seller of any defects or objections or issues that would make the Property unsuitable for Buyer's intended use, as determined in Buyer's sole discretion, disclosed by the Title Commitment (other than monetary liens or charges which Seller agrees shall be paid at closing by Seller) (collectively, "Title Defects"). Seller shall then have five (5) days after receipt of such notice in which to cure such Title Defects (the "Title Defect Cure Date"). In the event Seller is unwilling or unable to clear the Title Defects on or before the Title Defect Cure Date, Buyer shall have the option, in its sole discretion, to (i) proceed with the purchase and acquire the Property subject to the Title Defects, in which case the Title Defects are deemed approved; or (ii) terminate this Agreement, in which case the Earnest Money will be refunded to Buyer.

10. Survey. Buyer may, at Buyer's expense, obtain a survey of the Real Property (the "Survey") If the Survey shows any matters to which Buyer objects or issues that would make the Property unsuitable for Buyer's intended use, as determined in Buyer's sole discretion (collectively, the "Survey Defects"), Buyer shall provide Seller with written notice to that effect not later than five (5) days following receipt by Buyer of the Survey. Seller shall have five (5) days after receipt of such notice in which to cure any such Survey Defects to the satisfaction of Buyer (the "Survey Defect Cure Date"). In the event Seller is unwilling or unable to clear the Survey Defects on or before the Survey Defect Cure Date, Buyer shall have the option, in its sole discretion, to (i) proceed with the purchase and acquire the Property subject to the Survey Defects, in which case the Survey Defects are deemed approved; or (ii) terminate this Agreement, in which case the Earnest Money will be refunded to Buyer.

11. **Miscellaneous**.

a. Notices. All notices and requests required or permitted hereunder shall be (i) hand delivered, (ii) sent by a next day delivery service, or (iii) sent by United States certified mail, return receipt requested, postmarked not later than the final date for giving of such notice.

Notices to the Buyer shall be addressed as follows:

Columbia Gas of Ohio, Inc.
290 W. Nationwide Blvd.
Columbus, Ohio 43215
Attention: Legal Department

Notices to Seller or City shall be addressed as follows:

Canal Winchester Industry and Commerce Corporation or
City of Canal Winchester, Ohio, as applicable
c/o City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, Ohio 43110
Attention: Lucas Haire, Development Director

Such addresses may be changed at any time and, from time to time, by like written notice given by either Party to the other.

b. Assignment. Buyer shall have the right to assign, transfer, or convey its rights and obligations under this Agreement to any affiliated entity that is owned or controlled by Buyer; any other assignment, transfer or conveyance of this Agreement or Buyer's rights and obligations hereunder is prohibited without the express prior written consent of Seller and City. Seller shall have the right to assign, transfer, or convey its rights and obligations under this Agreement to any other person or legal entity.

c. Right of Termination. Seller agrees that Buyer may terminate this agreement for any reason or no reason by giving written notice to Seller on or before the end of the Due Diligence Review Period. Upon such termination, Seller and Buyer will have no further rights and obligations hereunder except those which expressly survive termination of this Agreement.

d. Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

e. Headings. The headings contained in this Agreement are for convenience only and shall not in any way affect the meaning of this Agreement.

f. Governing Law. This Agreement shall be interpreted and construed under the laws of the state in which the Real Property is located. All actions or claims arising out of or in connection with this Agreement or any other actions or claims between the parties hereto shall be brought only in state court in the county in which the Real Property is located.

g. Time is of the Essence. Time is of the essence for all provisions of this Agreement.

h. Waiver. Any term or condition of this Agreement may be waived at any time and from time to time by the Party entitled to the benefit of that term or condition. A Party's failure or delay in exercising its rights under this Agreement shall not waive those rights, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right under this Agreement. No waiver or release of any of the terms, conditions, or provisions of this Agreement shall be valid unless in writing and signed by the Party entitled to the benefit of such term or condition.

i. Brokers. Each Party represents to the other that the representing Party has incurred no liability for any finder's fee or a brokerage commission arising from or relating to the transactions contemplated by this Agreement.

j. Counterparts. This Agreement may be (but shall not be required to be) executed in counterparts. This Agreement shall be deemed effective when each Party has executed a counterpart copy of this Agreement even if not all of the Parties have executed the same counterpart. Copies containing the signature of all Parties, whether or not in counterparts, shall be delivered to all Parties.

k. Severability. If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent

of the Parties to this Agreement to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

l. Third Parties. Nothing in this Agreement is intended or shall be construed to confer upon or give to any person other than the Parties to this Agreement any rights or remedies under or by reason of this Agreement or to limit any third party from exercising any rights or remedies available to them independent of this Agreement.

m. No Recording. Neither this Agreement nor any document referring to this Agreement shall be recorded by any party (or anyone acting on behalf of a party) to this Agreement in any public office without the prior written consent of all Parties to this Agreement.

n. Entire Agreement. This Agreement constitutes the final and entire agreement between the parties, and there are no agreements, understandings, restrictions, warranties, or representations between the parties except as set forth in this Agreement. This Agreement may be amended only by a written instrument signed by all of the Parties.

[Signature pages to follow. Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

Seller

Canal Winchester Industry and Commerce Corporation, an Ohio community improvement corporation

By:_____
Name: James Sotlar
Title: President

City

City of Canal Winchester, Ohio, an Ohio municipal corporation

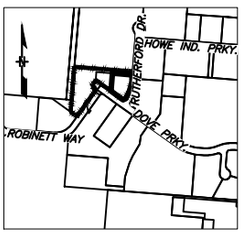
By:_____
Name: Michael Ebert
Title: Mayor

[Buyer signature on next page]

Buyer

COLUMBIA GAS OF OHIO, INC.

By: _____
Printed Name: _____ ___ _____
Its: _____



VICINITY MAP
N.T.S.

EXHIBIT "B"

LOT SPLIT

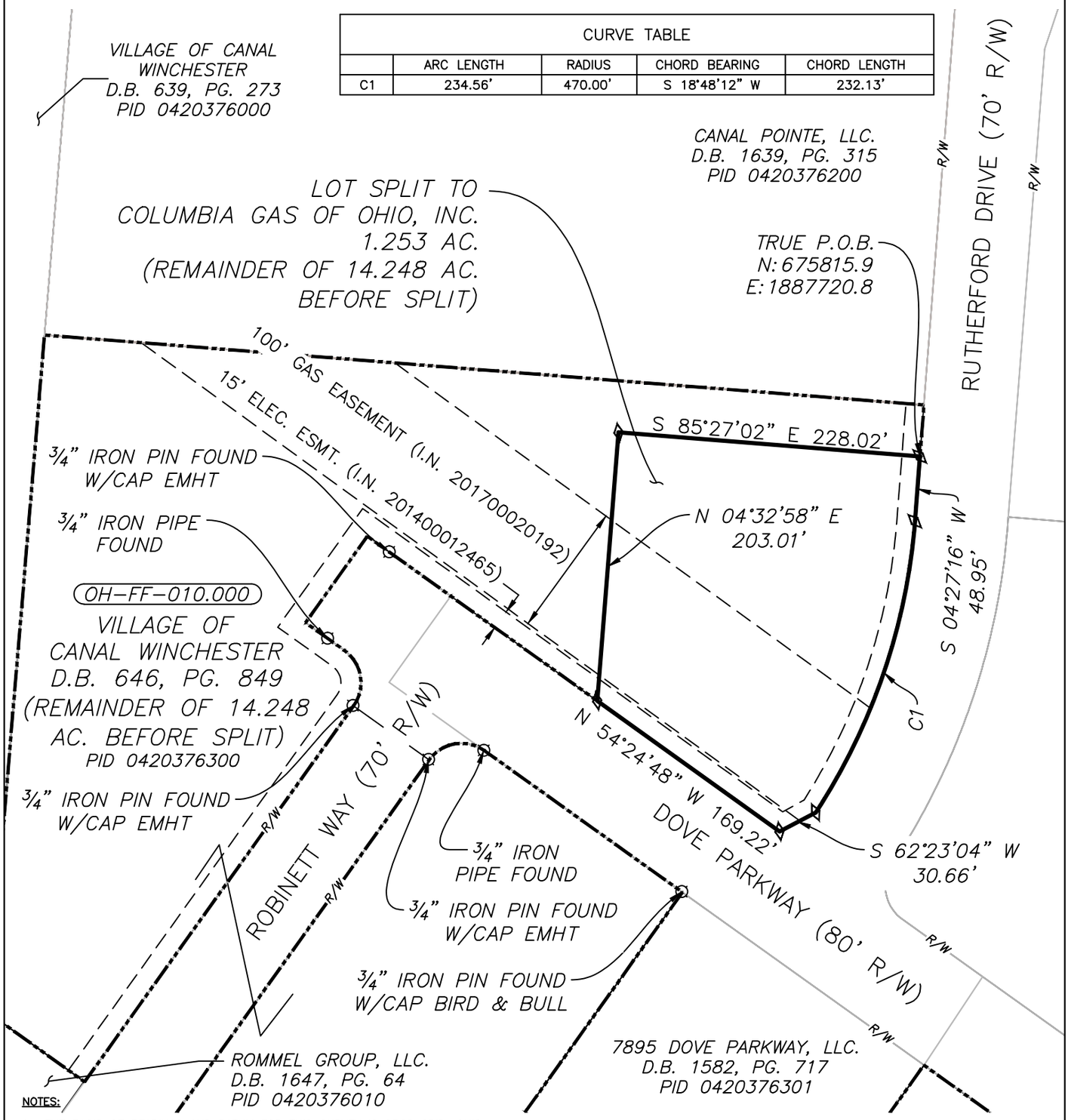
TO COLUMBIA GAS OF OHIO, INC.

ON THE PROPERTY OF:
VILLAGE OF CANAL WINCHESTER

SITUATED IN:
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

0' 50' 100'
SCALE: 1"= 100'

CURVE TABLE				
	ARC LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	234.56'	470.00'	S 18°48'12" W	232.13'



NOTES:

1. THE BASIS OF BEARINGS AND DATUM FOR THIS SURVEY IS SPCS GRID, OHIO SOUTH ZONE, NAD 83 (2011), U.S. SURVEY FOOT.
2. INFORMATION DEPICTED HEREON IS BASED ON A SURVEY CONDUCTED FOR THE PURPOSE OF ESTABLISHING A BASELINE FOR MAPPING SELECTED TOPOGRAPHIC FEATURES AND LOCATING NECESSARY LINES FOR ENGINEERING DESIGN AND EASEMENT ACQUISITION FROM LAND RECORD INFORMATION SUPPLIED BY CLIENT.
3. THIS IS AN EASEMENT DRAWING AND IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY PURSUANT TO CHAPTER 4733-37, O.A.C.

LEGEND

- ○ AS NOTED
- ● IRON PIN SET (DESC.)
- ◊ POINT ON LINE NOT SET

DATE: 02/14/2018
REVISED:
CLIENT: COLUMBIA GAS OF OHIO, INC.

MOTT MACDONALD

2343 ALEXANDRIA DR., SUITE 320
LEXINGTON, KY 40504
UNITED STATES
859-629-3520
INFO@MOTTMAC.COM

2/14/18
HOLLAND E. SHAW DATE:
P.S. NO. 8644
PHONE: (413) 535-0135
FAX: (413) 788-0438

STATE OF OHIO
HOLLAND
E. SHAW
S-8644
REGISTERED
PROFESSIONAL SURVEYOR

EXHIBIT "A"

LOT SPLIT DESCRIPTION

TO COLUMBIA GAS OF OHIO, INC.
ON THE PROPERTY OF THE VILLAGE OF CANAL WINCHESTER
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO

Situated in the State of Ohio, County of Fairfield, Violet Township, being located in that 83.5856 acre tract (original) as described in a deed to The Village of Canal Winchester in Deed Book 646, Page 849, all records referenced herein being to those located in the Recorder's Office, Fairfield County, Ohio, and being a lot split more particularly described as follows:

Beginning FOR REFERENCE at the southeast corner of a 13.943 acre tract as described in a deed to Canal Pointe, LLC in Deed Book 1639, Page 315 and in the west right-of-way of Rutherford Drive; thence South 04°27'16" West, a distance of 38.90 feet with said west right-of-way to the TRUE PLACE OF BEGINNING ;

Thence through said 83.5856 acre tract the following six (6) courses:

1. **South 04°27'16" West,** a distance of **48.95 feet** along said west right-of-way of Rutherford Drive to a point; thence
2. **South 18°48'12" West,** along said west right-of-way of Rutherford Drive with a curve to the right having a radius of 470.00 feet, an arc length of 234.56 feet and a chord distance of **232.13 feet** to a point; thence
3. **South 62°23'04" West,** along said west right-of-way of Rutherford Drive a distance of **30.66 feet** to a point in the north right-of-way of Dove Parkway; thence
4. **North 54°24'48" West,** along said north right-of-way of Dove Parkway a distance of **169.22 feet** to a point; thence
5. **North 04°32'58" East,** leaving said Dove Parkway and through said 83.5856 acre tract a distance of **203.01 feet** to a point; thence
6. **South 85°27'02" East**, through said 83.5856 acre tract a distance of **228.02 feet** to the TRUE PLACE OF BEGINNING, containing 1.253 acre of land, more or less.

A part of PID: 0420376300

The above described lot split description is also shown on Exhibit “B”, attached hereto and made a part hereof.

Bearings herein are referenced to Ohio State Plane Grid, South Zone, NAD 83(2011), U.S. Survey Foot per a VRS GPS survey.

This description was prepared by Mott MacDonald, based on the results of an actual field survey in 2017.

by _____ 2/14/18

Holland E. Shaw
Registered Surveyor No. 8644

STATE OF OHIO
HOLLAND
E. SHAW
S-8644
REGISTERED
PROFESSIONAL SURVEYOR

ORDINANCE NO. 18-021

AN ORDINANCE APPROVING AND ADOPTING THE 2019 TAX BUDGET

WHEREAS, it is immediately necessary to approve and adopt the 2019 tax budget,

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

Section 1. That the 2019 Tax Budget attached hereto as Exhibit A and incorporated herein by reference be, and the same hereby is, approved and adopted.

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:

_____
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

FUND NAME: GENERAL FUND **EXHIBIT 1**

FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

This Exhibit is to be used for the General Fund Only

Description (1)	For 2016 Actual (2)	For 2017 Actual (3)	Budget Year Estimated for 2018 (4)	Current Year Estimated for 2019 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	$ 367,632.43	$ 388,245.78	$ 390,000.00	$ 400,000.00
Tangible Personal Property Tax	$ -	$ -	$ -	$ -
Municipal Income	$ 6,512,775.10	$ 6,978,857.17	$ 6,400,000.00	$ 6,900,000.00
Other Local Taxes	$ 144,079.48	$ 147,806.61	$ 220,000.00	$ 220,000.00
Total Local Taxes	$ 7,024,487.01	$ 7,514,909.56	$ 7,010,000.00	$ 7,520,000.00
Intergovernmental Revenues				
State Shared Taxes & Permits				
Local Governments	$ 77,188.15	$ 75,860.71	$ 75,000.00	$ 75,000.00
Estate Tax	$ 5,592.00	$ -	$ -	$ -
Cigarette Tax	$ 298.66	$ 361.42	$ 300.00	$ 350.00
License Tax	$ -	$ -	$ -	$ -
Liquor and Beer Permits	$ 15,045.10	$ 18,134.90	$ 15,000.00	$ 16,000.00
Gasoline Tax	$ -	$ -	$ -	$ -
Library & Local Government Support Fur	$ -	$ -	$ -	$ -
Property Tax Allocation	$ 46,050.07	$ 46,645.91	$ 46,000.00	$ 47,000.00
Other Shared Taxes & Permits	$ -	$ -	$ -	$ -
Total State Shared Taxes & Permits	$ 144,173.98	$ 141,002.94	$ 136,300.00	$ 138,350.00
Federal Grants or Aid	$ -	$ -	$ -	$ -
State Grants or Aid	$ -	$ -	$ -	$ -
Other Grants or Aid	$ -	$ -	$ -	$ -
Total Intergovernmental Revenues	$ 144,173.98	$ 141,002.94	$ 136,300.00	$ 138,350.00
Special Assessments	$ 193,559.59	$ 195,141.53	$ 196,500.00	$ 151,500.00
Charges for Services	$ 133,986.02	$ 139,177.76	$ 133,500.00	$ 137,750.00
Fines, Licenses & Permits	$ 630,572.72	$ 632,264.46	$ 624,600.00	$ 615,600.00
Miscellaneous	$ 107,922.06	$ 747,906.42	$ 117,500.00	$ 118,500.00
Other Financing Sources				
Proceeds from Sale of Debt	$ -	$ -	$ -	$ -
Transfers	$ -	$ -	$ -	$ -
Advances	$ -	$ -	$ 40,000.00	$ 40,000.00
Other Sources	$ -	$ -	$ -	$ -
Total Other Financing Sources	$ -	$ -	$ 40,000.00	$ 40,000.00
TOTAL REVENUE	$ 8,234,701.38	$ 9,370,402.67	$ 8,258,400.00	$ 8,721,700.00

FUND NAME: GENERAL FUND **EXHIBIT 1**

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

This Exhibit is to be used for the General Fund Only

Description (1)	For 2016 Actual (2)	For 2017 Actual (3)	Current Year Estimated for 2018 (4)	Budget Year Estimated for 2019 (5)
EXPENDITURES				
Security of Persons and Property				
Personal Services	$ -	$ -	$ -	$ -
Travel Transportation	$ -	$ -	$ -	$ -
Contractual Services	$ 985,384.39	$ 905,657.03	$ 1,107,000.00	$ 1,171,000.00
Supplies & Materials	$ 411.09	$ 460.95	$ 1,000.00	$ 1,000.00
Capital Outlay	$ 22,030.00	$ 21,891.00	$ 24,000.00	$ 45,000.00
Total Security of Persons and Property	$ 1,007,825.48	$ 928,008.98	$ 1,132,000.00	$ 1,217,000.00
Public Health Services				
Personal Services	$ -	$ -	$ -	$ -
Travel Transportation	$ -	$ -	$ -	$ -
Contractual Services	$ 107,400.02	$ 129,419.48	$ 136,700.00	$ 141,100.00
Supplies & Materials	$ -	$ -	$ -	$ -
Capital Outlay	$ -	$ -	$ -	$ -
Total Public Health Services	$ 107,400.02	$ 129,419.48	$ 136,700.00	$ 141,100.00
Leisure Time Activities				
Personal Services	$ 226,928.13	$ 272,919.79	$ 307,490.00	$ 316,375.00
Travel Transportation	$ -	$ -	$ 100.00	$ 100.00
Contractual Services	$ 141,775.39	$ 138,396.74	$ 168,000.00	$ 178,000.00
Supplies & Materials	$ 33,177.69	$ 36,191.74	$ 46,650.00	$ 46,650.00
Capital Outlay	$ 8,912.96	$ 12,681.46	$ 73,000.00	$ 173,000.00
Total Leisure Time Activities	$ 410,794.17	$ 460,189.73	$ 595,240.00	$ 714,125.00
Community Environment				
Personal Services	$ 375,465.37	$ 378,858.74	$ 480,680.00	$ 510,100.00
Travel Transportation	$ 273.29	$ 884.01	$ 2,500.00	$ 2,500.00
Contractual Services	$ 180,142.88	$ 189,614.34	$ 237,500.00	$ 218,250.00
Supplies & Materials	$ 37,925.17	$ 35,699.76	$ 44,950.00	$ 44,950.00
Capital Outlay	$ 32,868.72	$ 31,389.20	$ 44,500.00	$ 43,500.00
Total Community Environment	$ 626,675.43	$ 636,446.05	$ 810,130.00	$ 819,300.00
Transportation				
Personal Services	$ 224,717.80	$ 240,751.82	$ 267,810.00	$ 274,500.00
Travel Transportation	$ -	$ -	$ 200.00	$ 100.00
Contractual Services	$ 318,448.49	$ 474,866.58	$ 491,000.00	$ 411,000.00
Supplies & Materials	$ 37,342.45	$ 34,965.16	$ 42,200.00	$ 44,000.00
Capital Outlay	$ 612,598.69	$ 719,534.47	$ 792,000.00	$ 826,000.00
Total Transportation	$ 1,193,107.43	$ 1,470,118.03	$ 1,593,210.00	$ 1,555,600.00
General Government				
Personal Services	$ 960,404.82	$ 935,337.67	$ 1,066,195.00	$ 1,108,950.00
Travel Transportation	$ 3,170.39	$ 1,748.88	$ 5,750.00	$ 4,600.00
Contractual Services	$ 1,180,376.75	$ 1,179,345.40	$ 1,289,400.00	$ 1,409,700.00
Supplies & Materials	$ 407,193.31	$ 433,412.47	$ 513,900.00	$ 580,075.00
Capital Outlay	$ 170,749.17	$ 305,696.79	$ 114,300.00	$ 111,700.00
Total General Government	$ 2,721,894.44	$ 2,855,541.21	$ 2,989,545.00	$ 3,215,025.00
Debt Service				

FUND NAME: GENERAL FUND **EXHIBIT 1**

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

This Exhibit is to be used for the General Fund Only

Description (1)	For 2016 Actual (2)	For 2017 Actual (3)	Current Year Estimated for 2018 (4)	Budget Year Estimated for 2019 (5)
EXPENDITURES				
Redemption of Principal	$ -	$ -	$ -	$ -
Interest	$ -	$ -	$ -	$ -
Other Debt Service	$ -	$ -	$ -	$ -
Total Debt Service	*$ -*	*$ -*	*$ -*	*$ -*
Other Uses of Funds				
Transfers	$ 1,219,000.00	$ 1,333,060.00	$ 1,690,000.00	$ 1,059,550.00
Advances	$ 5,000.00	$ -	$ -	$ -
Contingencies	$ -	$ -	$ -	$ -
Other Uses of Funds	$ -	$ -	$ -	$ -
Total Other Uses of Funds	$ 1,224,000.00	$ 1,333,060.00	$ 1,690,000.00	$ 1,059,550.00
TOTAL EXPENDITURES	$ 7,291,696.97	$ 7,812,783.48	$ 8,946,825.00	$ 8,721,700.00
Revenues over/(under) Expenditures	$ 943,004.41	$ 1,557,619.19	$ (688,425.00)	$ -
Beginning Unencumbered Balance	$ 4,192,778.01	$ 5,135,782.42	$ 6,693,401.61	$ 6,004,976.61
Ending Cash Fund Balance	$ 5,135,782.42	$ 6,693,401.61	$ 6,004,976.61	$ 6,004,976.61
Estimated Encumbrances (outstanding at year end)				
Estimated Ending Unencumbered Fund Balance				

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2019	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2019
				Personnel Services	Other	Total	
GOVERNMENTAL: **SPECIAL SERVICE:**							
Street Construction Maintenance	$ 447,991.54	$ 344,500.00	$ 792,491.54	$ 238,400.00	$ 228,750.00	$ 467,150.00	$ 325,341.54
State Highway	$ 62,991.51	$ 31,500.00	$ 94,491.51	$ -	$ 31,500.00	$ 31,500.00	$ 62,991.51
Mayor's Court Technical Fund A	$ 21,756.92	$ 2,400.00	$ 24,156.92	$ -	$ 3,800.00	$ 3,800.00	$ 20,356.92
Mayor's Court Technical Fund B	$ 14,889.27	$ 8,000.00	$ 22,889.27	$ -	$ 3,000.00	$ 3,000.00	$ 19,889.27
Permissive Tax	$ 114,023.03	$ 67,000.00	$ 181,023.03	$ -	$ 59,650.00	$ 59,650.00	$ 121,373.03
Bed Tax	$ 144,179.49	$ 70,000.00	$ 214,179.49	$ -	$ 70,000.00	$ 70,000.00	$ 144,179.49
FEMA Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BWC Grant	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interurban Project Fund	$ 872.25	$ -	$ 872.25	$ -	$ -	$ -	$ 872.25
Diley Rd PITIE Fund	$ 1,320,135.62	$ 200,000.00	$ 1,520,135.62	$ -	$ 4,500.00	$ 4,500.00	$ 1,515,635.62
Gender Rd TIF Fund	$ 120,394.82	$ 250,000.00	$ 370,394.82	$ -	$ 84,000.00	$ 84,000.00	$ 286,394.82
Cemetery Fund	$ 16,289.21	$ 2,500.00	$ 18,789.21	$ -	$ -	$ -	$ 18,789.21
McGill Park Fund	$ 50,000.00	$ 50,000.00	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
Total Special Revenue Funds	$ 2,313,523.66	$ 1,025,900.00	$ 3,339,423.66	$ 238,400.00	$ 485,200.00	$ 723,600.00	$ 2,615,823.66
DEBT SERVICE FUNDS							
G. O. Bond/Note	$ 29,308.50	1,135,000.00	1,164,308.50		$ 1,059,250.00	$ 1,059,250.00	$ 105,058.50
	$ -						$ -
Total Debt Service Funds	$ 29,308.50	$ 1,135,000.00	$ 1,164,308.50	$ -	$ 1,059,250.00	$ 1,059,250.00	$ 105,058.50
CAPITAL PROJECT FUNDS							
Capital Improvements	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Issue II	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Capital Project Funds	$ -	$ -	$ -	$ -	$ -	$ -	$ -
PROPRIETARY: **ENTERPRISE FUNDS**							
Water	$ 1,107,548.52	$ 1,573,750.00	$ 2,681,298.52	$ 497,325.00	$ 1,131,425.00	$ 1,628,750.00	$ 1,052,548.52
Water Connection	$ 1,324,511.97	$ 200,000.00	$ 1,524,511.97	$ -	$ 397,750.00	$ 397,750.00	$ 1,126,761.97
Water Stability Fund	$ -	$ -	$ -	$ -		$ -	$ -
Sewer	$ 1,305,546.19	$ 1,775,750.00	$ 3,081,296.19	$ 514,875.00	$ 1,260,875.00	$ 1,775,750.00	$ 1,305,546.19
Sewer Connection	$ 2,682,750.80	$ 500,000.00	$ 3,182,750.80	$ -	$ 500,000.00	$ 500,000.00	$ 2,682,750.80
Sewer Rate Stability	$ 1,000,000.00	$ -	$ 1,000,000.00	$ -	$ -	$ -	$ 1,000,000.00

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2019	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2019
				Personnel Services	Other	Total	
Storm Water Fund	$ 188,467.02	$ 248,300.00	$ 436,767.02	$ 111,150.00	$ 137,150.00	$ 248,300.00	$ 188,467.02
Total Special Revenue Funds	$ 7,608,824.50	$ 4,297,800.00	$ 11,906,624.50	$ 1,123,350.00	$ 3,427,200.00	$ 4,550,550.00	$ 7,356,074.50
Agency Funds							
Meijer Agency	$ 135,877.69	$ 1,000.00	$ 136,877.69	$ -	$ -	$ -	$ 136,877.69
GreenGate Drive Agency	$ 303,603.61	$ 2,500.00	$ 306,103.61				$ 306,103.61
Total Agency Funds	$ 439,481.30	$ 3,500.00	$ 442,981.30	$ -	$ -	$ -	$ 442,981.30

EXHIBIT IV

STATEMENT OF PERMANENT IMPROVEMENTS

(Do Not Include Expense to be Paid from Bond Issues)

(Section 5705.29. Revised Code)

DESCRIPTION	Estimated Cost of Permanent Improvement	Amount to be Budgeted During Current Year	Name of Paying Fund
Sheriff's Cruiser	$ 45,000.00	$ 45,000.00	General
Parks Projects	$ 145,000.00	$ 145,000.00	General
Street Trees	$ 40,000.00	$ 40,000.00	General
Swimming Pool Capital	$ 15,000.00	$ 15,000.00	General
Street Capital Projects	$ 760,000.00	$ 760,000.00	General
Buildings and Grounds Projects	$ 30,000.00	$ 30,000.00	General
Information Technology Capital	$ 40,000.00	$ 40,000.00	General
Valve Bolt Replacements	$ 25,000.00	$ 25,000.00	Water
Water Plant Improvements	$ 225,000.00	$ 100,000.00	Water
AMI Upgrades	$ 300,000.00	$ 150,000.00	Water/Sewer
Tower Maintenance/Water Breaks	$ 105,000.00	$ 105,000.00	Water
Well Rehab	$ 15,000.00	$ 15,000.00	Water Connections
Plant Upgrades	$ 200,000.00	$ 100,000.00	Water Connections
Vehicle Purchase	$ 30,000.00	$ 30,000.00	Sewer
TOTAL	$ 1,975,000.00	$ 1,600,000.00	

For the year budgeted, list each contemplated disbursement for permanent improvements, exclusive of any expense to be paid from bond issues by the fund from which the expendituers are to be made. Examples for describing the permanent improvements are: window replacement, vehicle purchase, furnishing offices, appliances for fire department kitchen.

ORDINANCE NO. 18-022

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT TO PURCHASE A 1.799 ACRE TRACT OF PROPERTY FROM ASHBROOK ASSOCIATION, INC. AND DECLARING AND EMERGENCY

WHEREAS, the City wishes to purchase the property for parkland; and,

WHEREAS, Ashbrook Association, Inc. and the city have negotiated terms for the transfer of the property.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE 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 Ashbrook Association, Inc. for the purchase of a 1.799 acre parcel of land with PID #184-00220-00, herein attached as Exhibit A, for the purchase price of $100.

Section 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety and welfare, such emergency arising from the need to honor the quoted price of the purchase of the vehicle; wherefore, 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

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement (the "Agreement") is entered into as of the last date of execution on the signature page below (the "Effective Date") by and between Ashbrook Association, Inc., an Ohio non-profit corporation ("Seller"), and City of Canal Winchester, Ohio, an Ohio municipal corporation ("Buyer"). The Buyer and Seller may be collectively referred to herein as the "parties".

1. The Property. Seller, for and in consideration and subject to the terms and conditions hereinafter set forth, agrees to sell to Buyer, and Buyer agrees to purchase, all of Seller's right, title and interest in and to the approximately 1.799-acre tract of real property identified as Franklin County Parcel Number 184-00220-00, as further described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

2. Price. The purchase price ("Purchase Price") for the Property shall equal One Hundred and 00/100 Dollars ($100.00) payable in immediately available federal funds at the closing (the "Closing").

3. Warranties and Representations.

(a) Seller's Warranties and Representations. All warranties and representations set forth in this Section 3(a) shall be true and correct as of the date hereof, and as of the date of Closing, and shall survive Closing for a period of one (1) year. Seller hereby represents and warrants as follows:

(i) Seller has full right, power and authority to enter into this Agreement and carry out the obligations hereunder, and Seller further represents and warrants that this Agreement constitutes a valid and legally binding obligation of Seller enforceable against Seller in accordance with its terms; and

(ii) Seller has satisfied all requirements under its governing documents to convey the Property to Buyer.

(b) Buyer's Warranties and Representations. All warranties and representations set forth in this Section 3(b) shall be true and correct as of the date hereof, and as of the date of Closing, and shall survive Closing for a period of one (1) year. Buyer hereby represents and warrants as follows:

(i) Buyer has full right, power and authority to enter into this Agreement and carry out the obligations hereunder, and Buyer further represents and warrants that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

4. Prorations and Closing Costs. The Buyer and Seller agree as follows with respect to prorations and closing costs:

(a) Taxes and Assessments. At Closing, Seller shall pay as a credit against the Purchase Price: (i) all delinquent real estate taxes and assessments, including penalties and interest; and (ii) all other unpaid real estate taxes which are lien for the years prior to Closing. The parties acknowledge and agree that there will be no proration of taxes and assessments for the year of Closing.

(b) Closing Costs. The Seller shall pay for any real property conveyance fee. The Buyer shall pay for the cost of recording the deed conveying the Property to Buyer. The credits and adjustments set forth in this Section 4 shall be final at the Closing.

5. Broker. Buyer and Seller represent and warrant that they have not dealt with any person, firm, real estate broker, or realtor in connection with the sale of the Property and no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any other realtor or broker in connection with the sale of the Property. The parties hereby agree to indemnify and hold each other harmless for any breach of the representations and warranties contained in this Section 5, and this obligation shall survive the Closing.

6. Closing and Possession. Closing shall occur on a date mutually acceptable to Buyer and Seller within thirty (30) days after the Effective Date. The conveyance of the Property shall be by limited warranty deed (the "Deed") delivered by Seller to Buyer at Closing. Seller will deliver sole and exclusive possession of the Property to Buyer at Closing.

7. Closing Documents.

(a) On the day of Closing, Seller shall deliver the following to Buyer:

(i) the Deed; and

(ii) such other documents as are reasonably necessary to fulfill all of Seller's obligations under the terms of this Agreement.

(b) On the day of Closing, Buyer shall deliver the following to Seller:

(i) the Purchase Price as adjusted in accordance with the provisions of this Agreement; and

(ii) such documents as are reasonably required to fulfill all of Buyer's obligations under the terms of this Agreement.

8. Default.

(a) Buyer's Remedies. Any failure to close escrow which is the fault of Seller constitutes a default by Seller under this Agreement, and if Seller fails to cure such default within five (5) days of receipt of written notice of default from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to either: (i) cancel this Agreement; or (ii) institute an action for specific performance.

(b) Seller's Remedies. Any failure to close escrow which is the fault of Buyer constitutes a default by Buyer under this Agreement, and if Buyer fails to cure such default within five (5) days of receipt of written notice of default from Seller, then Seller shall have the right, as it sole and exclusive remedy, to terminate this Agreement.

9. Notice. All notices given under this Agreement shall be in writing and delivered by (a) the United States Postal Service, certified mail, return receipt requested, postage prepaid; (b) personal delivery; (c) a nationally recognized overnight air courier service; or (d) scanned email or facsimile; in each case sent, delivered, emailed or faxed to the parties as listed below. Each notice shall be deemed given upon the date sent. The lawyer for any party is entitled to give notice under the terms hereof. Any party may change at any time its notice address by delivering a change of address notice using the foregoing notice procedures.

To the Seller: Ashbrook Association, Inc.
_____
_____
Attention: _____
Email: _____

To the Buyer: City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, Ohio 43110
Attention: Lucas Haire, Development Director
Email: lhaire@canalwinchesterohio.gov

10. Miscellaneous. This Agreement may be changed, waived or amended only in an agreement signed by all parties to this Agreement. Except as specifically provided herein, this Agreement contains the entire understanding between the parties relating to the subject matter hereof, and it supersedes any and all prior oral or written understandings or agreements relating to any such matters. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs and personal representatives, as applicable. The captions of the several sections of this Agreement are not a part hereof, and these captions shall not be used to interpret any of the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without regard to principles of conflicts of laws. For equitable or legal proceedings arising under this Agreement, the parties agree to the exclusive venue and jurisdiction of the state and/or federal courts in Franklin County, Ohio, and each party hereby waives the right to challenge such venue and/or jurisdiction based upon forum non-conveniens or otherwise. All parties signing this Agreement have taken all duly authorized action necessary to authorize the execution of this Agreement and to execute any and all documents related hereto, and each of the parties may rely upon this section of the Agreement without the necessity of having further documentation to evidence such authority. Should any action or proceeding be brought to construe or enforce the terms and conditions of this Agreement or the parties' rights hereunder, the prevailing party shall be entitled to recover from the other party all court costs and reasonable attorneys' fees and other costs of litigation incurred in such action or proceeding, and this obligation shall survive and not be deemed to have been merged into any such judgment or by the expiration or termination of this Agreement. The parties specifically acknowledge, represent and warrant that all of the terms and conditions of this Agreement are

adequately and fully supported by consideration. In computing any period of time under this Agreement, the day of the act or event for which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event, the period shall run through the next business day. This Agreement may be executed in counterparts and shall be fully enforceable so long as all parties have signed the Agreement in counterpart. This Agreement may be executed with signatures delivered by either facsimile or scanned email, and copies of such signatures so delivered shall be deemed as originals. All parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement, and accordingly, in interpreting any of the provisions of this Agreement, no rules of construction shall be adopted to deem that the Agreement shall be read in favor of any party which may not have participated in drafting one or more provisions of the terms of this Agreement.

11. Duration of Offer. This offer shall be open for acceptance through 5:00 PM June 15, 2018.

[END OF AGREEMENT – SIGNATURES APPEAR ON THE FOLLOWING PAGE]

SELLER:

ASHBROOK ASSOCIATION, INC., an
Ohio non-profit corporation

By: _____
Printed Name: _____
Title: _____

June ____, 2018

BUYER:

CITY OF CANAL WINCHESTER, OHIO,
an Ohio municipal corporation

By:_____
Michael Ebert, Mayor

June ____, 2018

EXHIBIT A

Situated in the State of Ohio, County of Franklin and City of Canal Winchester, and being more particularly described as follows:

Being a 1.799 acre parcel known as Reserve "C" of ASHBROOK VILLAGE SECTION 3 PART 2, as the same is delineated on the recorded plat thereof, of record in Plat Book 90, pages 22 and 23, Recorder's Office, Franklin County, Ohio. parcel # 184-2220

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Mayor's Report

June 4, 2018

Recycling:

Within your packet this week, you will find a news article from the New York Times about the woes of recycling in the United States and throughout the world. The article pretty much sums up what I have been conveying for more than a year now and that is, recycling is not what it appears to be and has not been since about 2015. China, as I have said in the past is not accepting outside so-called recycled items because they have a glut of inventory. According to the article, a huge portion of the so-called recycle materials picked up are going directly to the landfills while the customer is paying extra for a recycling service that barely exists. Most refuse companies are not offering recycling services and those who do are only stockpiling the material in hopes of a comeback in market in the future while collecting recycling fees on top of trash service fees from their customers. Additionally within your packet, you will find photographs and a letter from Waste Management indicating a service fee of $69 per yard for Hot Loads of recycled material picked up at our Recycling Service Center. Each of our containers are 8-yard containers and we have five containers in service each, picked-up eight times per week. Hot load is a mix of legitimate recycled materials and trash mixed within the same containers. Based on this information and a meeting held with Waste Management on May 31st, 2018 I recommend we do away with all recycling containers currently in service on city property.

Waste Management in my opinion has been very up front with us in the past about the recycling industry and the market, council in the past has discussed and ask staff to look at other providers for curb-side recycling options. Simply put, there none that are totally legitimate.

COUNCIL UPDATE

May 31, 2018

Finance Department

Amanda Jackson, Finance Director

Project Status:

2019 Tax Budget – Included in your packet is the 2019 Tax Budget. Although this is one the agenda for first reading this evening, I will be giving a presentation on its contents at the June 18th Public Hearing. In the meantime, please review and let me know if you have any questions. The Tax Budget is used by the county auditors to set property tax rates to ensure enough money is collected to cover voted debt. Because we do not have any voted debt, our tax rate does not change from year to year. However, we are still required to approve and file a tax budget. We use the tax budget to set our expected revenue for the next fiscal year but do have to include appropriation information. The appropriations are only preliminary amounts as the final appropriations will be presented to council for approval in the fall. As always, please let me know if you have any questions about this process.

2017 Financial Statements – Our financial statements for 2017 have been filed with the Auditor of State's Office as required by law. This was done on Wednesday, May 30th. These financial statements are compiled by an outside firm in accordance with Generally Accepted Accounting Principles and reviewed by myself prior to being filed. They are unaudited at this point as we only undergo financial audits every two years. Our next scheduled audit will take place in 2019 for fiscal years 2017 and 2018.

COUNCIL UPDATE

May 31, 2018

Department of Public Service

Matthew C. Peoples, Director

Project Status:

Recycle Station: Mayor Ebert and I met with Waste Management regarding the amount of contamination in the recycle station containers and the impacts it is having. We have placed this as a topic on the June 4th work session for further discussion.

Westchester Park Improvements: We have submitted the NatureWorks grant application to assist with funding of the project that includes; new, inclusive playground facilities with shade structures, shelter house, walking trail, expanded parking lot, landscaping, and lighting. Cost estimates are approximately $250,000 and we are requesting $100,000 in the application.

2018 Pool Season: The new season opened up with an unusually busy weekend. There were a few issues that we are working through but, overall, it was a big splash.

Eagle Scout Project: Jared Tomlinson is working on an Eagle Scout project at James Kelley Preserve that includes trail maintenance/relocation, graffiti removal, new trail markers, park map sign, and the installation of a set of stairs near the covered bridge. Everything has been completed except for the signage and markers, which have been ordered and are expected in the next few weeks. The map signage and trail markers were items identified as needs in the recently adopted parks master plan and we have developed standards with this project to be used in the rest of the parks.

Utility Rates/Fees: We are in the last year of a 4-year utility user rate increase and are preparing calculations for the next set of increases. Additionally, we have been reviewing our utility capacity fee ordinance and have identified some modifications we would like to make. Our expectation is to present these items to Council at the August meetings for consideration.

McGill Park: We continue to work with OHM on preliminary design work for some of the park components and features. Additionally, we have completed the infrastructure planning for the park with concepts for the water, sewer, and fiber lines currently being completed and continue to work on maintenance/equipment planning.

Gender IV OPWC Project: The utility companies are nearly complete with relocations and the contractor is progressing on the waterline installation.

2018 Street Capital Improvement Program: Contractor is progressing on the project with concrete work and started asphalt repairs underway.

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.

COUNCIL UPDATE

May 31, 2018

Division of Urban Forestry

Dick Miller, Urban Forester

Project Status:

Herbicide spraying: Chemicals used by the city crews carry the 'caution' label. These are the least toxic chemicals to the applicator and the environment available beyond the use of 'organic chemical' applications needed to complete the weed management tasks at hand. Spraying continues as weather allows to assure there is no runoff of chemicals to non-target sites.

Landscaping: Plants and materials to begin the Towing Path parking landscape are ordered. Trees, shrubs and mulches should be in place in June of 2018.

Community Center Rain Garden Renovation: Franklin Soil and Water has offered to improve the city's rain garden in the fall of 2018. The new design will affect water retention time and plant diversity to improve the function of that storm water control feature.

Container Plant Care: Watering crews will be present in mornings along Waterloo Street, High Street and nearby areas through Labor Day.

COUNCIL UPDATE

May 31, 2018

Division of Water Reclamation

Steve Smith, Superintendent

Project Status:

Albion St. Sewer: The contract for the sewer line replacement was awarded to Seals Excavating and work is to commence when weather conditions allow. Meanwhile, quarterly jetting of the line to ensure uninterrupted service continues.

Odor/Corrosion Control System: Odor control system continues to produce the desired results in data received.

Safety:

- A safety committee meeting was held this week and we reviewed operation and maintenance of street sweeper, hydro-vac, and bucket truck.
- The city applied for an OWEA safety award in addition to the standard Safety Certificate this year and we have been notified we won for the small systems division. We will be attending the annual conference in August to receive the award.

COUNCIL UPDATE

May 28, 2018

Division of Streets, Lands and Buildings

Shawn Starcher, Superintendent

Project Status:

Patching: Crews are continuing to fill potholes with the Durapatcher when needed and as weather permits.

Mowing Season: Mowing equipment is now in full gear.

Park Cleanup: Crews are starting back to work on McGill Park and Detty property cleanups. Additionally, we are starting to do some work at Westchester Park and Kelley Preserve to cut back the trail openings to make them more inviting.

COUNCIL UPDATE

May 31, 2018

Division of Information Technology

Rick Brown, Coordinator

Project Status:

Network Environment:

- The new server infrastructure continues to perform in its production environment. Two servers have been migrated into the new platform. There are a total of twelve virtual/physical servers that will make up the new environment consisting of one physical server. We are on schedule for this but full conversion is still expected to take a year.

- The server for the Disaster Recovery site has been configured. In the coming months it will be put into production and serve as a testing platform for our recovery paradigm.

Security Training: There will be a technology class to be scheduled for new Council members and employees.

Phone Issues: We have been dealing with an extremely high volume of wrong number calls at the municipal building for about a year but we seemed to have worked with our vendors to finally come to a resolution.

SCADA Systems: Working with a contractor to install on updates to the water and wastewater SCADA systems.

COUNCIL UPDATE

May 31, 2018

Division of Water

Joe Taylor, Superintendent

Project Status:

Telemetry Upgrades: Rawdon Myer ran into some issues with the project but they seem to have worked some of the bugs out and we are working to finalize the project.

Bulk Water Sales: The bulk water control panel has been installed and it seems to be working as anticipated.

High Service Pump #4: Repairs have been made and installation is going on this week.

AMI: Staff is continuing its efforts installing Zenner AMI meters. Staff currently has approximately 1,050 meters installed. (120 since the last meeting).

COUNCIL UPDATE

June 1, 2018

Construction Services Department
Bill Sims, Administrator

ACTION NEEDED BY COUNCIL: None at this time.

Capital Improvement Projects

2018 Street Program: Concrete and asphalt work underway in Ashbrook Village.

Gender Rd. Ph. 4: Project underway. Watermain replacement on Gender Rd. under construction. Full closure at RR tracks scheduled for June 28th to July 2nd.

Private Development Projects

Canal Cove Sec. 5: Westport Homes. Paving scheduled for the week of June 4.

Crossroads Church: Site plans and roadway plans reviewed. Developer's engineer working on bridge design issues.

Winchester Veterinary Clinic: Preconstruction conducted 9/20/17. Construction dormant due to design issues.

New Faith Church: Preconstruction Meeting held. Site work has commenced. Foundations placed. Building work resumed week of 4/23.

Brew Dog Hotel: Utility relocations performed. Parking lot under construction. Building under construction.

Winchester Ridge Phase 3: Sanitary sewer installation complete. Waterline extension from Diley Rd. complete.

Villages At Westchester Sec. 10-2 & 9-1: Preconstruction Meeting conducted 2/8/18. Utility work continuing.

Villages At Westchester Section 12-2,part 3: Preconstruction Meeting conducted 2/8/18. Work anticipated to begin late June.

COTA Park & Ride: Preconstruction meeting held. Work to start mid June.

TransCanada Pipeline Replacement: Clearing mostly complete. Access drives being constructed. Pipeline work anticipated to begin in our area mid June.

Canal Winchester High School Additions: Work Scheduled to begin June 4.

COUNCIL UPDATE

May 31, 2018

Development Department

Lucas Haire, Director

Development Report

- Autozone is under construction on Gender Road.
- Heavenly Treats Bakery is now undergoing a renovation of the former flower shop on W. Waterloo Street.
- BrewDog has announced the opening date of their hotel on August 27.
- Canal Cove Section 5 is nearing completion which will make 40 additional lots available.
- Villages at Westchester Sections 9-1 and 10-2 are nearing completion and will make 40 additional lots available.
- COTA plans on beginning their Park & Ride construction in June.
- The Canal Winchester High Schools will have site work construction beginning on June 4.
- Wyler Chrysler, Dodge, Jeep, Ram dealership will begin construction June 11.

New Businesses

- Turning Stone has submitted revised plans with a new builder Ryan Homes. They have requested that Planning and Zoning review the plans for minor modifications. This will be discussed at the June 11 meeting.
- Wal-Mart has submitted plans for and interior and exterior remodel of their store.
- N8 Chiropractic has leased a tenant space in the Waterloo Crossing shopping center. This leaves only 1 tenant space available for lease within this center. The overall vacancy rate for retail space in the city is less than 1%.