

Canal Winchester

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



Meeting Agenda

November 5, 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 - Walker
- C. Roll Call
- D. Approval of Minutes

- [MIN-18-047](#) 10-15-18 Work Session Minutes ([Work Session Minutes](#))
- [MIN-18-048](#) 10-15-18 City Council Meeting Minutes ([Council Minutes](#))
- [MIN-18-049](#) 10-22-18 Special City Council Meeting Minutes ([Special Meeting Minutes](#))

E. Communications & Petitions

- [18-121](#) Ohio Division of Liquor Control Letter RE: Heavenly Treats 100 Winchester Cemetery Rd ([Liquor Control Letter](#))
- [18-124](#) Ohio Department of Natural Resources Grant Conditional Approval Letter for Westchester Park Improvements ([ODNR Letter, Westchester Park Plan](#))

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

- [RES-18-018](#) A Resolution To Authorize Filing Application For Financial Assistance Under The Land And Water Conservation Fund ([Resolution](#))
Public Service
- Adoption

H. ORDINANCES

Tabled

- [ORD-18-029](#) An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 11.954 Acre Tract Of Land From Exceptional Use (EU) To Planned Residential District (PRD), Owned By The Dwight A. Imler Revocable Living Trust, Located On The Southeast Corner Of The Intersection Of Hayes Road and Lithopolis Road And Consisting Of Parcel Number 184-002994, And To Adopt A Preliminary Development Plan And Development Text For A Proposed 79.5 Acre Planned Residential Development (Middletown Farms) ([Ordinance, Exhibit A, Exhibit B, P&Z Recommendation](#))
Sponsor: Jarvis
- Tabled at Second Reading

Third Reading - NONE

Second Reading

[ORD-18-036](#)

Finance

Sponsor: Amos

An Ordinance To Authorize The Mayor To Enter Into An Agreement With The Fairfield County Sheriff For Police Protection ([Ordinance, Agreement, Ex. A](#))

- Second Reading Only

[ORD-18-037](#)

Finance

Sponsor: Bennett

An Ordinance Authorizing The Mayor To Enter Into A Contract With The Fairfield County Commissioners And Fairfield County Sheriff's Department For The Housing of Prisoners ([Ordinance](#))

- Second Reading Only

First Reading

[ORD-18-033](#)

Development

An Ordinance Amending Section 1193 Of The Codified Ordinances Regarding Wireless Communication Facilities ([Ordinance](#))

- First Reading Only

[ORD-18-038](#)

Public Service

An Ordinance To Authorize The Mayor To Enter Into An Amended And Restated Joint Self-Insurance Agreement With The Central Ohio Health Care Consortium For The Provision Of Healthcare Benefits For City Officers And Employees ([Ordinance](#))

- First Reading Only

[ORD-18-039](#)

Finance

An Ordinance To Authorize The Mayor To Enter Into A Health Services Contract With Franklin County Public Health ([Ordinance, 2019 Contract](#))

- First Reading Only

[ORD-18-040](#)

Finance

An Ordinance To Make Final Appropriations For Current Expenses And Other Expenditures Of The City Of Canal Winchester, State Of Ohio, During Fiscal Year Ending December 31, 2019 ([Ordinance](#))

- First Reading Only

[ORD-18-041](#)

Development

An Ordinance To Authorize The Mayor To Enter Into A Real Estate Purchase Agreement For The Purchase Of Approximately 110.77 Acres Located On Bixby Road, Canal Winchester, Ohio Owned By Willis M. Alspach, Trustee Of Willis M. Alspach Revocable Living Trust, Joan A. Alspach, Trustee Of Joan A. Alspach Revocable Living Trust, And David Benjamin Alspach And Declaring An Emergency ([Ordinance, Purchase Contract](#))

- Request waiver of second and/or third reading and adoption

[ORD-18-042](#)

Finance

An Ordinance To Amend The 2018 Appropriations Ordinance 17-049, Amendment #5 ([Ordinance, Appropriations Amend Memo 5](#))

- Request waiver of second and/or third reading and adoption

ORD-18-043

Development

An Ordinance Authorizing The Mayor And Clerk To Accept And Execute The Plat Of Trillium Avenue And Declaring An Emergency (Ordinance, Trillium Ave Plat)

- Request waiver of second and/or third reading and adoption

I. Reports

Mayor's Report

18-125

October 2018 Mayor's Court Report

Fairfield County Sheriff

Law Director

Finance Director

18-126

Finance Report, October 2018 Financial Statements

Public Service Director

18-123

Public Service Project Updates

Development Director

18-122

Development Report

J. Council Reports

Work Session/Council - November 19, 2018 at 6 p.m.

Work Session/Council - Monday, December 3, 2018 at 5:30 p.m.

Public Hearing - Monday, December 3, 2018 at 6:00 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
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Meeting Minutes - DRAFT

October 15, 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 5:46 p.m.

B. Roll Call

*Present 5 – Amos, Clark, Coolman, Jarvis, Walker
Absent 2 – Bennett, Lynch*

A motion was made by Walker to excuse Mr. Bennett and Mr. Lynch, seconded by Jarvis. The motion carried with the following vote:

Yes 5 – Walker, Jarvis, Amos, Clark, Coolman

C. 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

D. Reports

Bill Sims - thank you Mr. Walker; on the capital improvement side Gender Road phase IV work is continuing; we do have the new surface on Gender Road; we still have to resurface Groveport Road in both directions; and basically that will happen the very first opportunity here when the pavement is dry; we'll see if we might be able to get some of it tomorrow; if not it looks like Wednesday should be a pretty good day; we're working on getting things wrapped up out there; we'd like to get the asphalt on this week; right now striping for the pavement is scheduled for Thursday and Friday as well as restoration of the lawn area that's getting seeding down and straw off the edges of the pavement yet this week; probably the biggest issue out there at this point is still the traffic signal poles are delayed from the manufacturer; I think I mentioned this before; they had a change in manufacturing companies; one went out of business last year; that put the entire load on another single company and so pretty much every project is late with traffic signal poles at this point; our hope is to still get them up this year; but we're going to do everything that's possible up to that point; the signals that are up there will be adjusted to fit the new lane configurations and so forth; and we'll have all that in place for that; functionally it's going to work the way it's intended to work here at the end of the month; so we're on schedule for substantial completion but getting the poles up is going to be delayed; hopefully we'll have a firm date here shortly from the manufacturer as to when we can expect those to be shipped; 2018 street program the punch list for that project is now complete so is done; we are currently starting to work on the 2019 street program with pulling together the areas for that project; in general we're looking at continuing to work in Ashbrook Village on the next couple courts in the older portion; and resurface the portion of Williamson in the area where we did the courts last year; we're going to start some courts in Westchester back in the kind of Fox Hill and Hemmingford area; and then on our more major road East Waterloo Street will be the target for resurfacing from High Street to the village city limits; we do have a few other items; we do a lot of various miscellaneous things in town as well during the course of that project; we'll be getting all those details put together; on the private side Winchester Ridge phase III the apartment complex that work is continuing; they're getting pretty far along with some of the buildings out there; if you've been down Busey Road lately; so you've probably seen it there; they're getting a bit closer to making those habitable; Westchester section 12, 2 part 3; that's kind of Konold Court the other side of Gender Road; they're on pace to get the road aggregate down this week and probably looking at having that paved early part of next week; in a month or so you'll probably see homes going up in that area; section 13 of Westchester which is on the west side of Gender Road south of the creek; down by the south Gender

water tower vicinity; down in there; they're looking on getting started on that this year; we had our preconstruction meeting this morning; they've actually begun the mass grading and they're installing wells for the watering to begin the sanitary sewer; they will definitely get started on the utility work this year; I think the developer is hopeful that he might have the opportunity to do some roadwork but I'd say at this point that's probably pretty optimistic; COTA park and ride is continuing; the parking lot out there has come along quite a bit; that is pretty much ready for asphalt; they've got trees planted; shrubs are in; all the concrete is done in the parking lot; Trillium Drive the curbs were installed last week; Trillium this week; we're probably looking at pavement on Trillium next week; they're shooting at trying to be done by the end of the month; we start a new project; Winchester Office Park at the end of Winchester Boulevard; so west of Gender; down at the very end there; there's a project that total has four office building on it; they're starting to possibly a third one going in; so they've been doing their earth work and getting ready to start utilities for that project; and also a new project at Canal Pointe; NIFCO is building a new building at their site on Robinette Way on the land they purchased from the CWICC; they're masquerading has just begun; they've stripped the site and put up the erosion control measures; but they'll be continuing on dirt work as we review the engineering plans; Jarvis: Bill you had mentioned that the street maintenance program for the budget for 2019 you're kind of getting things up; a plan for that; is your first step to go to the five year capital improvement plan to see what was identified in your previous assessments to determine what comes next; Sims: yes; tempered I guess; we do have the five year capital improvement plan that is regularly being update by Matt; we actually start looking at that in a little bit more detail; last year we really looked; we set up multiple years; so we had about a three year plan on how we broke out subdivisions and kind of phased the approach; we identified a couple years ago that Ashbrook when we moved in there how we would do it; so we work on courts and side streets; basically work out and then come into the big roads so that Williamson would be resurfaced for instance at the whole north end; we already did all the streets in there so we aren't running over the new pavement all the time; yes we are working with the five year plan and then we kind of start pairing it down from there; so as we look at that if we're going to be in subdivisions or they have multiple phases or are constructed over years and years how are we going to approach that to get those done; so I guess there's phases of phases at that point; Jarvis: I guess my bottom line is does the system work; Sims: Yep; the five year plan I think is the primary budgeting tool so that we've got numbers out there; so Amanda is trying to get a sense of what we're talking about; then we're taking and looking at how we're going to adapt to make those things happen; also maybe it's in a little bit smaller in a two or three year plan to make that occur; then we're using our pavement management information that we're collecting every year to look at which roads need what kind of treatments; I think at this point it's working really well; Jarvis: thank you.

Chair wishes to acknowledge that Mr. Bennett joined the meeting at 5:49 p.m.

Dick Miller - thank you Mr. Walker; P&Z administrator Andrew Moore asked for input on proposed changes to the landscape portion of the city's zoning code and we are providing that information to him; I think they're trying ot streamline the landscape code; make it a little more readable; we are presently marking planting locations with white paint and flags for the fall tree planting so you might see a few of those coming up; the urban forestry department with Austin Lynch is updating our safety data sheets that are required by law to contain information on potential hazards and how we work safely with chemical products should there be a fire or exposure of those chemicals to an employee and or the environment; on October 5th and 6th we had our 11th annual tire sweep in the Walnut Creek water shed which produced 39 tires; we either floated or waded the stream from Winchester Elementary School to the Richardson Road portion of that stream; we want to thank residents Rex Eberly and Beth Rice from Canal Winchester for helping out and

Austin Lynch from our staff for also helping out; we have repurposed the woody plants from many of the street containers to the 33 Gender Road interchange landscape and we have purchased new black hall viburnums for those street containers and I think you'll like those; you will see those in Spring of 2019; Jarvis: on the landscape standards is it strictly an exercise in making the language easier to read or are we relaxing the standards because we've somehow overstepped the line; Miller: I don't know how we compare with other municipalities as far as controlling residential landscapes; but we're looking at a lot of different things; parking areas with the tree lawns; there's several ideas and things we're looking at' there was quite a bit of redundancy in that former portion of the code; and Andrew is much better at that than I am but there was quite a bit of overlap and redundancy page after page after page; Jarvis: its mostly a cleanup activity; Miller: its mostly a cleanup and probably we're preparing our self for change; there's a lot of streets out there; new streets that don't have trees; I think we're looking at cost; and what our budget allows and what's actually getting done out there; Jarvis: maybe I'm confused I thought this was a standard that the developer was to follow; this was their obligation; Clark: I think that may be more Lucas's; Haire: yeah there's a number of changes that we've made in regards to commercial development and industrial development but also in regards to street trees; and so currently one of the things that we do is the city pays for and plants all the street trees and what we're doing with this proposal is putting that burden on the developer with an approved plan that they plant the trees up front; we're finding it a challenge as we start to grow again o keep up with that; we increased the fee but there's still not going to be a chance that we get to everything along with all the replacements that need done; so that's one change we made; but in terms of relaxing standards there was a lot of redundancy between protected woodland areas and just standard tree protection; so it was confusing to people to try and interpret what type of tree preservation and tree removal permits needed to be obtained; so we tried to clean up a lot of that language; we've changed some of the priorities on protecting major trees to put more value on larger trees than we did in the past; we had value on all the trees the same if they were over four inches; so we've changed that up a little bit to put value on retaining larger species of trees; because ad Dick put it to us there's more value in the canopy coverage than having six trees with a small canopy versus one tree with an enormous canopy; so we've tried to change that up a little bit; but we're also running into issues with just trying to fit the amount of landscape that was required in our code on some of the sites that we have on some of these larger investor buildings around here that maybe require between two and three hundred trees to be planted; Jarvis: it's too much; Haire: it's hard to find a place to put two or three hundred trees when you're trying to maximize the lot with parking and building and economic development; Jarvis: and we're also eliminating trees from parking lots; the islands; Haire: not necessarily eliminating them but we've put a priority on placing around the exterior of the parking lot rather than the interior because what we're finding is that they just don't survive; if the trees aren't thriving on the interior because the conditions they're put in it's not really having the desired effect; so it's putting more priority on still requiring trees but along the perimeter where they'll have more space to grow and hopefully will do better; Miller: the big problem on interior parking lot trees has been that it has never been correctly done; they layer a site with number two or number four stone and they just kind of push away an area; plant an oak or an elm or whatever you want to put in 18 inches of soil and it should be three feet of soil; our old specs call for a four by four area for a tree; I meant that is just ludicrous; the actual from what research is showing you need; first of all the average urban tree surrounded by impervious pavement will last about seven years; and that point it will either start digressing; it will start going downhill; it may last more years than that but it's not thriving; research has shown that we need about twelve hundred cubic feet of soil per tree for that tree to prosper; if you look around the parking lot areas all over the Midwest or wherever its basically honey locust and the weed tree called Callery Pear; because that's the only thing that grows for ten or fifteen or twenty years in 18 inches of soil; and that's all they have to grow in; everybody has been doing it wrong forever; we need to have a wider species list we

can use in these parking areas and do it right; why do it wrong; you can get more canopy getting the correct amount of soil for the tree; do it right; do it correctly; and it will pay you in the long run; Jarvis: I always like the idea that we expected developers to put trees in big spans of asphalt; but I see the problems; do you think that this is the correct solution is to focus on the parameter and that way at least; Miller: yeah like your typical fast food grease and salt; their parking lots are precious; so if they have 27 parking spaces that's very key to their profit margin; I think it's probably best to put the trees around the perimeter; but you should still have specifications that call out how many trees you need per parking space; the larger parking lots; we need to keep those trees in the parking lots for the heat island effect; if you don't know what the heat island effect is please google that; read a little bit about it; it causes extensive urban heat because all that roof top and black top absorb heat all day long and then as the sun goes down and all that heat is released into the atmosphere; that's why your cities like Columbus and bigger cities are warmer than surrounding areas; it's the heat island effect; we don't want to get away from planting trees in interior parking lots; we just need to do it right;

Steve Smith - I'm happy to report that things are pretty quiet over our way; we had a control failure that wasn't too expensive; the backup system kicked right in and worked beautifully; got the other control phase monitor replaced; we got the spare in the closet when we're ready for it next; the fun part to report is that we had 40 students from the high school come through the plant with three of their teachers and they got a chance to do a little career day thing; a lot of fun; a lot of good questions; and a lot of plugged noses; it was frankly quite amazing to see the kids to see the kids come through and see them go from totally in the dark to enlightened about the city infrastructure and how water gets to where it needs to go; so we're really happy to do that and that's about it from me; any questions?

Rick Brown - good evening everyone; the past month has been pretty minor in changes and repairs; not a whole lot of changes from Microsoft since they backed out a big windows 10 update for us that you would have gotten at home that was failing miserably; so it's been pretty quiet; they announced a new software server exchange; server exchange and share point which will affect us next year with the upgrade to those; that's about it; quiet is the key word; any questions?

Joe Taylor - good evening right now we're working on draining the east brine tank just to do some inspection work on it; well five is set to be cleaned at the end of this month; we just replaced a pump in well four sat the beginning of last month; the AMI metering system is ongoing; we have about 1,300 units currently installed; we just update our distribution inventory for piping hydrants and such; in September the south Gender water tower was washed out to do an inspection; we completed hydrant flushing the 26th of September; coming up on the 24th we're doing meter reads and on the 29th we're doing shut offs; the only complaints we had last cycle was just due to the fire hydrant that had a collision with a car on Kramer Street; just from the day we had with the fire hydrant; the massive leak we had that day; Walker: the AMI system certainly is working; I got a notice Mr. Taylor that we had a toilet running or left a house on with some water leaks or something; and he was right; that's what was happening; so this is a good system; save you some money; and several gallons of water an hour can be lost real quick; Taylor: most of the leaks we see are ten gallons per hour in the middle of the night and that's generally two or three gallon a minute commode that's sitting there running; you start figuring it out the day it actually adds up.

Sargent Cassel - I don't really have a lot to report today; unfortunately I don't have the September stats that I promised you today; my part of that is done; I'm just waiting on the lieutenant to do his part of that; so I'll definitely have them for our next meeting on the 29th; Jackson: we don't have a meeting on the 29th; it's November 5th; Cassel: when I get them I will make sure you guys get them; community watch is getting ready to assist with the ghost tour; I'm still rounding up volunteers for that; they're going to help people

cross the street and stuff like that; we're getting ready for the RX takeback; that's been assigned to Deputy D'Amore because detective Meadows can't do it this year; and our shift bid is up today and that will take effect January 6th; so you might see some different deputies up here; and that's about all I have; any questions?

Shane Spencer - **Engineering Updates 10-15-18**

Jarvis: I have a question regarding Mr. Spencer's report; I don't know if anyone on staff can address this or not; one of the things he reported was that an MoU was received from the railway regarding cost sharing the High Street crossing; does anyone have any knowledge of that or can share any detail; Sims: the High Street rail crossing; we have talked about it a little bit in the past; the condition of the actual ties through High Street; there's been a problem for a number of years actually; we've not been successful in convincing the railroad that they need to do something at that location to this point; however through the Gender Road process we've developed some new contacts there; you know, had a good relationship this year; we talked with them about High Street and possibly doing something there to get that improvement done; in addition to the condition of the road crossing one of our interests there is also to have a pedestrian crossing on both tracks which is really, really needed; obviously it's not a great situation the way it is currently; at one point we were hoping because the cost came in a little bit lower on Gender that we might be able to use the available money they had budgeted for and see if we could work something out this year; they were hesitant to spend the money not knowing what might come down to the last few months of the year; the MoU is kind of the next step to try to work with them on High Street for next year; we're not exactly sure what shape that will take; Gender Road we basically took the lead; we hired a contractor; High Street might be a little bit different because we're not actually doing construction on High Street; it's something that the railroad actually does the bidding and hiring; I would probably foresee that we would do engineering and have some cross participation in the crossing; it's important in doing that the pedestrian access is improved; in my mind that's even a more significant issues than the vehicle access at this point; they have submitted an MoU and we're looking at that to basically try to a basic understanding this year so that they can start budgeting for next year as well; Jarvis: without giving any numbers was it sort of a 50/50 arrangement; Sims: that's the basic understanding at this point; I think the more palatable we make it for them to do something the more inclined they are to do it obviously; up to this [point they've come out they've looked at it and recognized that yeah it's in poor shape; we'll see you later, you know; I think that's what it kind of takes; somehow you have to get our problem a little higher on the priority list and that's one of the ways to do that; Jarvis: I'm kind of pleased that they sent something in; that shows that they're somewhat engaged' and I think this is really important; especially with the development happening further out High Street; to have some pedestrian accessibility form that part into the old part of town is really important; I was trying to read between the lines and maybe I'm not doing a good job of it but it sounded to me like it was problematic; either our share was going to be too much or the overall cost estimate was ridiculous; Sims: it's not ridiculous; one of our real question was how clear was it that the pedestrian access was included; I think if it wasn't included in that cost then it was a problem; after a conversation with Shane here in the last week it clarified that the actual physical crossing of the tracks is included in the work that we're proposing to share with the railroad; Jarvis: well great; and of course that would have some cost implication for us as well; right; because once it's there then we have; that connectivity is not there yet; we have to establish that; Sims: we're really close; we brought the walk up; we're in the right of way now on both sides; we're literally talking like \$1,000.00 maybe; Jarvis: oh okay; I thought it was further apart for some reason; Sims: this year we were anticipating that; we were hopeful that we were still going to work it out with them and get it all done; we brought it all the way into the railroad right of way so we're really close to the crossing at it is currently; I think with our events and the activity downtown we're seeing that need growing and growing

because more and more people are parking up in the old concrete lot for events and Dysart's old parking lot; there's a lot of pedestrian traffic there for events and or course just for the use of residences in that area and with the new; Jarvis: yeah it's a barrier; it's not the Rio Grande but it's a barrier for people to come and walk or ride bikes; Sims: it certainly is because of the width of the roadway when you enter the road to go over the track you are in the traffic; there is no way to avoid that; and you see folks with stroller going through there Jarvis: thank you Mr. Sims.

E. Request for Council Action

RES-18-017 **Development**

A Resolution To Establish The Route 33 Community Reinvestment Area And To Authorize Real Property Tax Exemptions Established By Sections 3735.65 Through 3735.70 Of The Ohio Revised Code ([Resolution, Exhibit A, Route 33 CRA -Housing-Survey](#))

- Request to move to full Council

Haire: thank you Mr. Walker; this resolution would allow us to create a new community reinvestment area; we currently have two community reinvestment areas in Canal Winchester; the state created the CRA program in 1977; it would significantly change in 1994; so what they've identified now is pre 1994 CRA's or post 1994 CRA's; all the CRA's we currently have are pre 1994; you can amend each of those two times; we have amended ours to the extent we're allowed to amend it; so this will be the first time we propose to create a post 1994 CRA; basically what a CRA is it allows for areas of land in which property owners can receive tax incentives for investing in real property and improvements; it's a direct tax incentive exemption program benefitting the property owners that renovate their buildings and construct new buildings; as part of that we need to approve a housing survey; and the housing survey must show that the area is one of which housing facilities are located that are historic in nature and that new construction or renovation is discouraged within the area; so I'd like to go over some of the housing study that was done to talk about some of the findings we've had in this area; you can see from the proposed map of the CRA it kind of starts on the north said of Winchester Boulevard; behind Home Depot and Kroger; it takes in that vacant parcel; and then it kind of follows US 33 along the south side of 33 there across Gender Road on the north side of Waterloo Street; it takes in the seven acres that is vacant there in front of Charleston Lakes that's owned by Casto; and then it goes over to the Tussing Bachman Ditch; then it would go north along Cemetery Road across 33 and would encompass 154 acres that are vacant there next to the cemetery and would cross over Bowen Road to the corporate limits which is also the Fairfield County and Franklin County line and then back down south to 33; so there are aa variety of developed properties in there as well as undeveloped an available properties; there are 24 homes located in this; the state requires that you do a housing study and again the results of that study need to show that there are areas that are dilapidated and are discouraging new investment within that area; so with this specific area we chose that because of some of the structures that are located there; specifically along Waterloo Street and along Bowen Road; there's definitely some disinvestment and some blighting influences in the area; Canal Winchester has really boomed over the last 25 to 30 years; this area has not seen the same level of investment as the remainder of the community and part of that is due to US 33; so US has been great for transportation and access for the majority of the community; for this area it's not been so great; so obviously being close to the highway you lose some desirability in terms of residential construction; not a lot of people want to live with 33 right in their back yard or in close proximity; as the level of traffic has increased along 33; the level of truck traffic has also increased; the level of noise; the level of pollution things like that have also been a detriment to the desirability to the residential construction there; in August of 2004 the access point at Cemetery Road was closed at US 33 and in September of 2006 Bowen Road and High Street were both turned in to right in right

out rather than having full access; with those changes its essentially shut off the north side of Canal Winchester; north of 33 from the rest of the community; and that's left portions of the city isolated and discourages development and investment and redevelopment in that area; specifically some of the properties that were identified we did a windshield kind of survey of all the properties driving around; categorizing levels; basically rating each property from good fair or poor; the properties that are shown are the properties rated as poor; they're specifically described in here; 6000 Bowen Road you can see from the photos here there are broken windows on the property; it's missing portions of the front door which have rotted away; it's flaking paint; damaged slate roof; the rear of this building which I don't have a photo of there's actually tarps across the roof where it appears that the roof has been leaking it's unknown the condition of what that portion of the roof is; so it is definitely a property that's in poor condition and is a blighting influence on surrounding properties; 308 Bowen Road; this is just north of 33; it appears that someone is living in this barn; there is also a residential home on the property so there is flaking paint; missing gutters and downspouts; windows that have been covered over and I assume they're broken windows that have been covered over; I can't tell because they have been covered over with sheet metal; 612 West Waterloo Street; that property also in poor condition; the front porch on that is collapsing; they've tarped over the front porch so it's unknown what the condition is behind that tarp; there is flaking paint; being maintained in poor condition; then 628 West Waterloo Street; as you can see here this is a commercial building; garage door is failing; it is completely rotted out; portions of the main door is failing and rotting; the siding has holes in it; and the grounds are unkempt; these are some of the properties we have found that are discouraging investment in the area and with real-estate property tax abatement available some of these properties would have some incentive to be able to repair or redevelop those sites; Jarvis: if I could interrupt here briefly; the CRA encompasses commercial and residential property; does tax abatement apply to both residential and commercial; Haire: in this specific case we chose not to include residential property with the ability to be abated; we chose to do that for a few reasons; one of which is there's a large parcel there that is zoned R3 that is owned by a residential home builder and we didn't want to see that abated; with the post 1994 CRA it's a negotiated incentive and so what we're proposing with this specific incentive is for remodeling of renovation of commercial structures; we're proposing up to a ten year term and up to fifty percent if the cost of remodeling is at least \$100,000 and then for new commercial industrial construction it's up to 15 years and up to 100 percent; and again that's negotiated on a case by case basis; we're not saying that they get the incentive; with the pre 1994 CRA you automatically get it; if you build it you get' there was no negotiating; Jarvis: we were careful not to include residential properties in that; Haire: correct; we didn't include any residential properties; in the existing CRA we do have residential property but it's all in the historic district; Jarvis: and if somebody wanted to build a multifamily zoning; I don't know if any of that exists in that; Haire: we specifically identified mixed use development as eligible for an incentive but not strictly multifamily; in terms of the age of the housing stock in this area I mentioned there are 24 units; so housing encompassed in the district; the most recently constructed home within those 24 was constructed in 1990; so in Canal Winchester as a whole there are over 3,000 housing units; 72 percent of which have been constructed since 1990; within this district you've got one house that was constructed since 1990; so only four percent versus 72 percent of the community so you can see while the rest of Canal Winchester has boomed with new construction there's been almost no new construction within this area; the housing values within this area the average median owner occupied housing unit in the City of Canal Winchester has a value of \$194,000; the median value of an owner occupied unit within the proposed CRA is \$178,000; while that appears they are pretty comparable 194 to 178 the properties within the proposed CRA are on much larger lots; some of these are on maybe two acre lots; so a lot more of the proportion of the value is in land rather than building; where the rest of the city most of it is in the building rather than the land; and so there's actually quite a discrepancy between the two areas; the areas definitely in need of new construction and

investment; also we compared building permits for the area and we looked back at the last three years; 2015 through 2017; and as you can see there's quite a few permits that were issued in all of Canal Winchester; 79 one year; 139 another; 109 in another for residential; within this area we've had one residential permit and that was for a repair of a burned out garage; so that's the only residential renovation that's taken place out of those 24 properties within the last three years; and so there's not a lot of money being invested into those properties in terms of new construction or renovation that's taking place that require permits; the same on the commercial side of things; we've had quite a bit of commercial and industrial activity over the last three years; this area has not seen the same level of investment; while there has been an ALDI constructed that was probably the biggest investment; there's been a few other minor renovations that have taken place in the area; I think it shows a level of discouragement that's taking place from folks investing in the area; so in conclusion were seeing that the properties within this area are declining in value or holding their values while the surrounding properties have experienced significant value gains; transportation and access changes have taken place in the area and have negatively impacted the desirability of construction; the age of homes within the proposed CRA is older than that of the surrounding community; no new construction has taken place within the last 20 years; there's a declining desirability of the area that is evident from the lack of building permits that have been issued while we've seen a boom in construction in the surrounding; therefore the propose Route 33 CRA meets the criteria for community reinvestment area as defined by the Ohio revised code as one of which housing facilities or structures of historical significance are located and new housing construction and repair of existing facilities or structures are discouraged; Amos: so if you're only gearing this towards commercial why are we required to do a housing survey; Haire: it was established in 1977 primarily as a housing program; that is not primarily how it is used in the state of Ohio; while there are many communities that offer it for historic housing renovation one of the primary benefits of this program is it's an economic development program; and so it's used to incentivize new commercial and industrial construction that have large impacts in the community; so they changed the laws in 1994; a lot of that was due to lobbying by school districts in the state of Ohio who were primarily receiving their revenue from property taxes while cities and villages were primarily the ones creating these abatements and not really suffering the consequences of them; so they changed the law in 1994 that basically now requires you to negotiate in a case by case basis with the entity that's receiving the abatement; and they also put in a number of notice requirements to the schools; and put certain caps on the percentage that you need the school district approval for; so now if you're going to abate more than 50 percent of any property taxes you need to notify the schools and the schools need to basically consent to that abatement; Amos: you said there was two areas that we already made CRAs correct; did you see an increased number of projects and builds after that was put in place; Haire: yeah; obviously you get the reports every year we do from our tax incentive review council so you can see the level of investments that have taken place; but primarily every industrial project in Canal Winchester that has been built has received a real estate tax abatement; if you look at West Walnut Street the industrial park there; Brewdog; TS Trim's facility all those received community reinvestment area abatement; all those were 15 years 100 percent; it goes back years before that; they expanded the program initially; and initially it encompassed that area only then they amended that in the late 80's to take in the downtown area here; and also to take in the Dysart buildings; so that's how Dysart was constructed as well; incentive for them to construct new facilities and then we expanded that again to take in Canal Pointe when that was annexed in 1996; we've seen significant investment there; you've got 30 companies; we have 1,000 jobs that are in Canal Pointe at this point; Amos: and once this is determined to be a CRA do you send out notification to the current property owners; how are they made aware; is that something we do or don't do; Haire: right now it's basically done through our website; so we make the map available and which properties are within the CRA; we won't necessarily make it known to every property owner with the CRA; but we do that through conversations through property

owners that are offering their property for sale; they generally know; it's a big benefit to have; Coolman: Lucas how many acres is that total in the CRA; Hire: this proposed CRA is about 450 acres; Coolman: and how many acres are for sale that you know of; Haire: it's hard to say; there's a least 240 acres that are for sale in there; so probably half; Clark: Lucas we all know the pre 94 CRA's are a lot better than the post 94 because it's an automatic in the company; so you're competing against pre 94's which is going to put us at a little disadvantage now but we don't have any post 94's; is there a vehicle that you can look at that we can work with the entities school and others that have received this; if we can say that a project is going to bring in X amount of jobs and dollars to the community they're willing to forgo X amount that we can get in writing so that we can bring that when a deal comes in and we have that in writing so that we don't lose that deal to somebody else that might say down the road I can go get a pre-94; Haire: that would be our goal over the next few months to move through the process of getting this approved; this is the first step; we also need to send this to the Ohio Development Services Agency and the development director of the state has to sign off and say that this housing survey meets the criteria for the state and that they approve to allow abatements to be granted in this area; so we'll do that but also we'll want to meet with the school board and talk to them about the potential for waving their notification requirements there's certain time periods if you're not going to offer more than 50 percent then we have to notify them fourteen days in advance but if you're going to offer more than a 50 percent abatement then you have to notify 45 days in advance of any decision being made; so that obviously looks at extending the timeline a lot further when you're trying to negotiate a project; so we're meeting with them to do that; if you're going to exempt more than 50 percent of taxes for the schools they can request that they be made whole basically up to 50 percent of the taxes and so that has to come from other revenue sources unless they consent otherwise; so we'll try to negotiate something that's fair; that allows them to receive revenue; our goal is for everyone to have a win, win; we obviously want healthy schools for the community but a lot of these projects wouldn't happen but for a CRA being granted because we are competing with so many other communities; the good thing in this is that there are very few pre 1994 CRA properties available in central Ohio; there's less and less all the time because they have been developed; Clark: there's still a lot of land in Lancaster; Haire: yes there is; there's quite a few parcels in Lancaster but it's becoming more and more rare in the immediate surrounding area; so Rickenbacker area; things like that; it's becoming less and less that we would be competing against that; also the state law is that any project that would generate over one million dollars in income tax we could have to come to an equitable sharing arrangement with the schools for revenue that comes from income taxes; so if we're offering a real estate tax abatement there has to be some income tax sharing if it produces more than a million; if you're unable to negotiate with the schools an equitable split with that then it's automatically a 50/50 split of all the income taxes that come in; so those are all things that we'll discuss with the schools and try to get an agreement in place prior to offering abatements; Bennett: Mr. Haire will this have an effect on any current projects that are in the process of going through planning and zoning; we have received a request for rezoning for a property behind Home Depot and Kroger and so yes it would have an impact on that property; so we'll set a public hearing for that later this evening; that went through planning and zoning at our last meeting last Monday night with a recommendation to rezone that property from EU to limited manufacturing; Bennett: I believe that the hotel that is being developed falls under this as well; do they have the potential to come back and apply to fall under this or is it too late for them; Haire: it's too late for that project; everything needs to be negotiated prior to the project moving forward; so you'd have to come to an agreement prior to any kind of building permits being issued or anything like that; we've already issued building permits for the hotel; they're actually going to break ground I think next week; we're having a preconstruction meeting this week for that project; Bennett: one final question; somewhere I thought I read but can't find it now that there is a reevaluation process in ten years; is that typical; a lot can

change in a decade; I didn't know if that's typical or we should consider; Haire: some communities set it at five years some ten some eliminate it completely and don't have any provision for reevaluation;

A motion was made to move Resolution 18-017 to full council by Clark, seconded by Coolman. The motion carried with the following vote:

Yes 6 – Clark, Coolman, Amos, Bennett, Jarvis, Walker

ORD-18-036

Finance

An Ordinance To Authorize The Mayor To Enter Into An Agreement With The Fairfield County Sheriff For Police Protection ([Ordinance, Agreement, Ex. A](#))

- Request to move to full Council

Jackson: thank you Mr. Walker; this is the contract with the Fairfield County Sheriff's Department for the next three years for police protection services; this contract has not changed in many, many years; the only difference is you will see we did add that mid shift deputy language to this agreement; obviously the cost has changed; and the purchase of the vehicle has changed; prior to the contract we would purchase a vehicle every year with a maximum cost of \$24,000; the sheriff's department has been having the discussion how over the last few years they have been moving away from the Dodges and moving towards the SUVs; the Ford Explorers; so we have agreed with this contract that we would move to that as well; the first few years are going to be a little bit more expensive; you'll see when I go over the budget here in a little bit that the dollar amount is \$45,000; that's because we can't reuse any of the stuff that's in the Dodge Charger as fare as equipment; so they have to be outfitted from scratch for the first few years; then eventually we can reuse that; the cost of this contract for 2019 is the only cost that is actually included; again this is a three year contract; so our 2019 cost proposal is \$1,165,000; currently we are at \$1,099,000; it's about a six percent increase; some of that is just due to increase in wages and some of that is due to the fact that we have typically only been charged for two vehicles up here and we've always had three; and now we have four; so we are upping that to include all four of the vehicles; we were trying to balance all that out; so that's where you're going to see that increase come in; so our monthly payments are going to be \$101,801 for 2019 only; then the contract does require them to give me notice in the Fall for what the cost of the following year will be; Walker: did you say those were SUVs; Jackson: yes; Walker: and there was a problem with those for a while; Jackson: it's my understanding that the sheriff's office has not had those problems with their fleet vehicles; Amos: Mrs. Jackson I just want to make sure I understand; it's \$40,000 plus equipment so it's about \$45,000 per vehicle; Jackson: yes; for the first few years yes; Amos: on the exhibit a I think there's a typo under vehicle repair maintenance at \$2,000 per vehicle; is that what it's supposed to say; Jackson: yes; I don't that together; that comes directly from the sheriff's office; Bennett: I guess my questions are really more for Sargent Cassel than Mrs. Jackson; how many of our runs or calls require two officers to be present; Cassel: I can't put an exact number on that; I mean it all depends on what the call is; if you have a domestic violence; if you've got a that's a two man call; if you have a long drop that's a two man call; if you have a fight that's a two man call; if you've got somebody that is harassing somebody that's a two man call; if you've got a theft in progress that's a two man call; so that's a hypothetical question that's kind of hard to answer; Bennett: when our sheriffs are called away to support other municipalities or other police units is there ever a time where we would have both sheriff's leave our municipality; Cassel: no and it's called mutual aid; if you have an agency that borders you and you want to help them so that nothing happens to them; so we help Lithopolis out a lot and they in turn help us out a lot; but I would never let Canal Winchester have zero deputies; Bennett: so regardless we always have one; Cassel: at least; Jackson: we're also backed up by the entire county so if for some reason ours were pulled out we have them as well; Jarvis:

so far the downtime numbers show that we're right staffed for the moment but if something changes for the future, this is a three year contract, there's a provision in here for adding additional personnel; it doesn't really address the cost of those additional personnel; maybe it's because; Jackson: we actually exercised that in our current agreement earlier this year when we added the mid shift position; and basically it's negotiated based on the rate of payoff the deputy; so rate of pay for 2019 would be different than if we decided to add someone in 2020 or 2021; which is why there's no cost in there; Jarvis: so you just extrapolate form the existing contract for additional purposes;

A motion was made to move Ordinance 18-036 to full council by Amos, seconded by Jarvis. The motion carried with the following vote:

Yes 6 - Amos, Jarvis, Bennett, Clark, Coolman, Walker

ORD-18-037

Finance

An Ordinance Authorizing The Mayor To Enter Into A Contract With The Fairfield County Commissioners And Fairfield County Sheriff's Department For The Housing of Prisoners ([Ordinance](#))

- Request to move to full Council

Jackson: Thank you Mr. Walker; this is a little more of a housekeeping issue; earlier this year council approved an ordinance allowing us to enter into a contract with Fairfield County to house our prisoners; that ordinance had specific dates of January 1, 2018 through December 31, 2018 the contract itself gives us the ability to renegotiate that contract year after year so we are just asking in this ordinance to remove those dates and allow the mayor to contract on our behalf and the contract to be in a form acceptable to our director of law; the commissioners have agreed to continue on with that contract as it was written earlier this year;

A motion was made to move Ordinance 18-037 to full council by Bennett, seconded by Coolman. The motion carried with the following vote:

Yes 6 – Bennett, Coolman, Amos, Clark, Jarvis, Walker

F. Items for Discussion

18-116

2019 Appropriations Presentation

Jackson: given the amount of time that we do not have this evening I will try and talk fast; most of you have seen this presentation before so I will go through some of the basics rather quickly; I did send you a copy of this so you can follow along; so we're here tonight to talk about the 2019 appropriations; what are the appropriations; we call it a budget; this is just us setting aside money for a specific use; why do we need to do this; because the law tells us that there are several different revised code sections that are listed on this slide as well as this slide that tell you why we're doing this; we are not allowed to spend money unless we pass a budget; so what is our budgetary process; the first thing we do is look at the revenues; what do we expect to take in in the fiscal year; our fiscal year is the calendar year; what are we planning to carry over from our previous fiscal year; then we take a look at our expenditures; ultimately we end up with a budget; again we look at the revenue that starts with the tax budget which we did earlier in the year in the June or July timeframe that sets the amount of revenue that we expect to see next year; we then take a look at it again later in the year around September we have more data at that point so we have a better idea of what to expect; the reason we do it around June or July each years is because that's what the code says we have to

do; it has to be filed with the county auditor by the middle of July; then we take a look at our find balances; where we're at to date and where we expect to be; we look at the expenditures; we look at what we know; salaries and benefits are pretty predictable for the most part; expense we look at the contracts; the sheriff contract that we just discuss; and some of our other predictable operating costs; like some of our utilities or how much we pay for our copier lease; things along those lines; the department managers get to take a look at this and give me their feedback and then will give their bosses their feedback then the directors and the mayors involved and we sit down and go over this; I will say we have not completed this step to date; this budget is subject to change; I will tell you I do not imagine it changing significantly as all if all; it is final but not quite stamped yet; if anything changes you will get notes on that at the next council meeting; one of the things we do is discuss our needs versus our want; I think we talked about this last year when I gave this presentation; this is how we prioritize what we are going to do; some things are in the need category and some things are definitely in the want category; what's our goal ultimately that our revenues minus our expenditures are going to equal zero; so we're not spending money out of the fund balance; the general fund; we'll start there; the general fund can basically pay for anything; it is our largest fund; the general fund comes from these sources; by far our largest being income taxes; 79 percent of our budgeted income comes from our income taxes; one thing I like to point out because I think it is misleading to home owner that the City of Canal Winchester only relies on five percent of property taxes for their entire general fund budget; if anyone ever asks you what's going on with their property tax money point them to the schools because we really don't get a whole of their money; as you can see this intergovernmental revenues is where our local government funding is; how small that percentage is; so when we talk about that that one percent of our budget; our total fiscal year 2019 revenue is \$8.7 million; this is about a half million dollar increase for what was budgeted for 2018; the bulk of that being in the property taxes; we are always very conservative in our property tax estimates; I guess I'm getting ahead of myself; the rest of it just here and there things; increases that we've seen in the development world; sometimes even in the pool and interest; interest rates are finally starting to turn around a little bit; that's all taken into account with this increase in the revenue; the other things is property taxes; as you guys know we've had a lot of new houses and some commercial development built; now I have estimates from the county auditor as to what we should expect from property tax money based on our valuations; so that was taken into account as well; so 80 percent of our general fund estimated revenue is earmarked for some type of contract or expense that we feel is very predictable as well as salaries and benefits; nine percent earmarked for the street program, street tree planning and the city sponsored events; then we look at what's left basically and we kind of fill that in; these are the unknown; if something breaks; if something just kind of pops out of nowhere that we need to take care of; anything that's above that remaining eleven percent would come out of fund balance; we're not dipping into fund balance in 2019; that eleven percent was enough for us to fill in those spaces this year; so where is our money appropriated; most of you know how small our staff is and we rely heavily on contractors so 45 percent of our money is budgeted for some type of contract service; 25 percent is salaries and benefits; that number is typical; that's about where we are every single year; twelve percent is transfers out; we'll talk about that in a second; then thirteen percent is capital outlay; that's where you'll find the street program which again will come up in just a minutes; so here's just a real quick glance at 2018 versus 2019; you can kind of see broken down; these categories probably make more sense to me because I look at his day in and day out; but basically contract services; anything we have an agreement with an outside party; operation maintenance are where we basically pay for our supplies; so if somebody needs office supplies or the guys have to run to Home Depot to get a small tool or things like that; that is what operation maintenance is; capital outlay is going to be any type of fixed asset that we are preparing building etc.; I think debt is pretty self-explanatory; and again transfers out in this case are also debt related so we will talk about that; I do want to touch on these larger percentages over here; the ten percent in contract service we just talked about shared contract and the increase related to that; the CETA agreement in Violet Township; we get a huge chunk of our income tax

revenue from that CETA area; and as we discussed at the last meeting part of that has to go to Violet Township so I have to account for that; utilities continue to go up; development services; as the development department continues to get busier we contract with a lot of outside individuals to do inspections and plan review and things along those lines; we need more money for that; we also discussed that at the last meeting; capital outlay is the sheriff SUV that we just discussed; the street program and then parks projects; we had a little bit of extra money next year; and again needs versus wants; this is a want; something we've been working on for a long time so we're putting some extra money into that; then transfers out is going down; we moved a little bit of debt from the general fund to the street maintenance fund which I will talk about in a second but that's what's accounting for that decrease in transfers out; this is a list of what's included in the salaries and benefits; you can see where we're at; \$1.3 million dollars in salaries; \$800,000 in benefits; I do believe that Mr. Peoples talked about the increase in out insurance premiums; a lot of the increase in that benefit number is directly related to that; so this just gives you a breakdown of who is paid out of the general fund; 66 percent of our work force; all of you are paid out of this fund; our seasonals and an intern that works in our development department; this is by no means a comprehensive list of our larger contract services so you can get an idea of exactly what services we are contracting out; I think again you have all heard this before and you are all very familiar with how we do things here; so this hopefully isn't a surprise to you; so our estimate in 2019 for these types of contracts is 3.7 million; our 2018 original budget was 3.6 million; not a huge increase; really it's just the cost of doing business; so here's our capital outlay; earlier this evening Mr. Sims touched on the 2019 street program; this is a very tentative list; they are still working on this so you can see where it is they're looking to spend those dollars next year; that dollar amount is currently budgeted at \$760,000 out of the general fund for those street repairs; again I touched on the park projects; street light purchases; I think you're all aware how often our street lights get hit and we need to replace them and that money is coming out of the general fund as well; just a few other things I wanted to note about the general fund; there is an equipment purchase in there; whether it makes sense to do a lease we will evaluate when the time comes; a couple things with McGill Park; the quarterly payments as well as the fundraising consultant contract; we are going to be audited next year; we are audited every two years so I had to include the audit fees in our 2019 budget; the parks projects that I touched on; the projects are yet to be determined; we have not yet heard about the Westchester Park grant app that we submitted earlier this year; hopefully we will be hearing about that in the next few weeks; so there's really not any money in here for our local portion of that but we could use some of the parks money that I do have left over towards it; we just haven't determined how that's going to work just yet; we're waiting to hear on the grant money first; transfers; all of the transfers go to the debt fund; this is a requirement by law that I have to pay the debt out of the debt fund but the money comes from our general fund because we don't have any voted debt; so when you pay your property taxes none of that money goes directly into the debt fund because it's not specifically related to debt; if that makes sense; this just kind of gives you an idea of where our expenditures have been since 2014; the 2018 number is an estimate of where I think we will end; so you can tell in 2014 we were at 6.5 million and now here we are looking at 2019 at 8.7; we're doing very well as a city and it's allowing us to do things that we have put off years ago; so don't be alarmed by any of these numbers we are growing and this is evidence of that; this kind of gives you the find balance that I mentioned earlier; we are not dipping into the find balance; so you can kind of see again where we were at in 2014 versus where we are at now; this is the result of conservative spending; us being very careful with what we do with our tax dollars; but it's also the reason we are able to do some of these projects now because we have been very conservative through the years; that was the general fund; street maintenance fund; this is a special revenue fund; it has a specific revenue source; it can only be used on specific expenditures; this money comes from motor vehicle license taxes and gasoline tax; 92 ½ percent of what we take in goes into this fund; the other 7 ½ percent goes into the state highway fund; here's our total budget; expecting \$344,000 in revenue; our budget on the expenditure side \$464,000 so that is a negative \$119,800; but you can see our fund balance; our estimated

fund balance at the end of 19 is still well over or right at a years' worth of expenditures; this fund is very, very healthy which is why we are looking to spend some of that money; and what are we spending that money on; these are just some little fun pictures of what gets paid out of here; staffing; we have two full time and three seasonal; we pay for some vehicles; we pay for salt for the roads; we pay for fuel for the vehicles; training for our employees; signage; all kinds of things directly related to our roads come out of this fund; new this year is that debt up here on the right hand side; that 20.89 percent; we've paid leases in the past in this fund and there are a couple leases included in that number; but the bulk of that this year will be a portion of the payment on the street garage debt because of the healthiness of this fund; again getting ahead of myself here; we are going to take just over \$75,000 out of this fund to pay 25 percent of that total payment; the rest of it will be paid out of the general fund via a transfer to the debt fund; and we're doing this again because that balance is so healthy; when we set that debt up we knew that this fund was very healthy and that this would be an option down the road; so now we are exercising that option; that also basically gives us and extra \$75,000 in the general fund to do something maybe a little bit more fun with; debt fund; again where does this money come from; it comes from the general fund; the only thing that happens in this fund is we pay the principal and interest on all of our debt; we have two types of debt; we have general obligation debt and then Ohio Public Works Commission Debt out of this fund; all the OPWC money is interest free which is fantastic; but you can see where we're at next year; GO debt versus OPWC; just a quick glance at where our debt is at; you can see when everything is on this slide; our total outstanding principal; this number as of 12/31/18; we have yet to make our second half payments in 18; most of those are due December 1st; but at the end of the year we will have \$6.6 million in principal outstanding that will be paid as you can see be paid off between 2020 and 2034; what this shows me is that we have the capacity to issue more debt when the time comes; and that is something we have discussed specifically related to McGill Park; so this is important to me from that respect; water fund; what is the water fund; I think you all know what the water fund is; and where does our money come from; it comes from the utility bills that everyone pays; bulk water sales; and then all the rent that we get from those cell towers on top of the water towers; here is our budget at a glance; \$1.5 million in revenue is expected and we are budgeting \$1.6 million in expenditures; so we are dipping into the fund balance a little bit here at 68,250; again dipping into that means that we are spending every dime that we are budgeting and that very, very rarely ever happens; I'm not anticipating that to be an issue; we are estimated to end 2019 with \$1.1 million in that fund; so still the fund is doing well; we've built this fund up over the last few years; and I think we are headed in the right direction with it; this shows you how our budget is laid out; what are we spending our money on; five employees is actually I believe 5.125 employees; I think we have a portion of an employee paid out of the water fund; but that number is at 30 percent; so a little bit higher than the general fund but not much; it is obviously a personnel heavy type department; also again contracts services is a quarter of the budget; here's an idea of what those expenditures are: in the contract service line item we're looking at the water tower maintenance; the utilities, and then the City of Pickerington; we did increase the amount of money budgeted for the City of Pickerington because that is money we pay for water for Canal Pointe and for Winchester Ridge; and as Winchester Ridge grows more water is used; more money needs to go to Pickerington for that; the chemicals we did increase that amount for 2019; but that one sort of I guess maybe is a little bit of a wild card; we reported at the last council meeting that we made some changes to the salt that we're using thing like that so I don't think we quite know where we're at with it yet; it hasn't been in place quite long enough so we shall see about that; in the capital outlay we have some money in there for plant repairs; this was a two year project; so 2019 will be year two; some of those will be coming out of the water connections fund as well; and we're going to continue the AMI project that we have been trying to slowly chip away at the last couple of years; and then from a debt perspective it's all OWDA; that matures in 2027; and there's \$1.8 million in outstanding principal; that's basically the water plant treatment plant if I remember correctly; let's talk sewer fund; same thing where does it come from; the sewer fund is basically just from your utility bills; there is very little other stuff;

\$1.7 million in revenue; \$1.7 million in expenditures; the sewer fund is so healthy that sometimes, knock on wood, we have a hard time spending Steve's money; so we're expecting revenue to equal expenditures and not touch the fund balance at all next year; not build it and not dip into it; anticipating with ending \$1.3 million dollars which is still very healthy for that fund; again where is that money appropriated: another 5.125 employees; so that's at 29 percent; again consistent with the other funds; the 27 percent contract service again consistent with the water fund; debt at 24 percent; the debt in the sewer fund they have OPWC, OWD and then the revenue bonds we actually refunded the revenue bonds a few years ago to help us save some money; so we are currently at \$2.7 million in outstanding principal for sewer debt; but you can see here what are contract services are; sludge removal and utilities; capital outlay; these are some items that Matt gave me earlier today that we would like to look at doing next year; I can't pretend to know what some of that means so if you have questions about that I'll defer to Matt; our storm water fund; all that money again comes from the user charges the \$6.00 that most of you as homeowners pay on your bimonthly utility bill; so our revenues and our expenditures are very equal too; \$248,000 in revenue and \$247,000 in expenditures; so we're at \$1,150.00 in increasing our fund balance; the fund balance on this fund took a little bit of a hit this year because we paid off debt; nothing to be concerned about by any means but that's why that number might appear to be a little bit lower than it has been; where is this going; most of this is going to salaries and benefits contract services and operation and maintenance; we don't touch this fund a whole lot to be quite honest during the year; but we do as part of the street program there will be some money coming out of here for some minor storm basin repairs and things like that; we pay for 1.25 full time employees out of here; some lease payments for some equipment and vehicles and as I mentioned the street program; a couple of the other funds that I wanted to touch on the bed tax fund; obviously with the bed tax grant application cycle in full swing I wanted to touch on this; this will be the second year that we're splitting the revenue with the general fund; still expecting about \$70,000 in the bed tax fund alone; you're aware of the Brewdog Hotel opening; Mr. Haire mentioned the ground breaking for the other hotel so; and what comes out of this fund the bed tax grant as well as the Dr. Bender scholarship; some payments to the historical society under an agreement we signed with them a few years ago as well as the half that is required to go to Destination Canal Winchester our CVB; what's budgeted in the water connection fund; some debt payments; we've got one debt payment coming out of the water fund; we've got two other debt payments coming out of the water connections fund; we made that determination based on what the debt was issued for; we have some engineering work; some well rehab; the state highway fund and the permissive tax fund and basically what is coming out of there are leases for equipment; snow plows and things like that; the Gender Road tif we have a couple of reimbursement agreements that come out of that fund; again water connections we're paying the debt \$85,000 in principal and interest as well as some rehab; a well rehab we do that annually; and in the sewer connections fund we're going to do some more manhole lining; that seems to be an annual project as well; then there are some cross fund expenditures; things that are broken up; mostly IT related honestly and then things along the lines of legal services and training; those things get split up so I don't necessarily call them out directly in this presentation but they are built into all of the funds; Jarvis: when we adopt this budget this goes up to the county or the state; Jackson: it goes to the county; Jarvis: what department in the county; Jackson: the auditor and then the budget commission; Jarvis: when the budget balances but shows a non-positive end to it like accelerated debt payments how do they view that do you just explain that to them; Jackson: if we are dipping into our fund balance so long as we are not going negative or running those fund balances low it's not a big deal for them; Jarvis: okay so they look at your overall assets and not just your; Jackson: they're going to look at the big picture; January of February of every year I have to certify what our ending balances for what the previous year are so they know how much money we have to spend on top of what we're planning to take in if that makes sense; so I have to add what I actually have plus our estimated receipts; and then they compare that to what we are expecting to spend; Jarvis: thank you; Bennett: when you were talking about the general obligation debt fund and you were talking about the total outstanding

principal as a sign that there may be some funds available for additional projects; obviously McGill Park is a large investment that's looming out there; is there a number that this signals to you that we have to invest in a project like that; have we discussed how much; Jackson: well ultimately because that money is coming from the general fund to pay the debt we're going to look at what's going on in the general fund; that debt number that transfer number has decreased over the past five to six years since I started here; and it will continue to decrease; we actually have a very large debt payment that I believe 2019 is the last year where it is above \$400,000 in principal and it will decrease to I want to say about 150 to 170 somewhere in that range; so that right there tells me that we've got \$300,000 that we've been used to spending that we can ultimately put toward another debt payment; so that's kind of how we start the process; and also a big calculation about our debt limits and all that but I won't get into of any of that this evening; but ultimately we have to look at it in the long term; what can we hold and carry as far as a debt payment goes; I actually have an individual that runs calculations for me all the time; all I have to do is give him a number and he'll tell me where we're at right now with interest rates; how much money it will cost per year if we were to issue the debt; and that's what helps me ultimately figure out what can we afford and what can't we afford; Bennett: so that would be \$300,000 annually that we would have to take on new debt; Jackson: yes; and that doesn't take into account any increase we might see in our revenue; that's just assuming everything stays the same where it's at right now; Bennett: and there was one other question I had in regards to McGill Park fundraising consultant; I see that we're already paying that individual; what type of return have we seen on that investment; Jackson: we have gotten commitments for a number of businesses; nothing as far as actual dollars yet because we are still very early on in the process; we're still finalizing a lot of the details on that' so it's kind of hard to say; I know they're doing a lot of groundwork on grants that we are not really looking at; the more private side of things; that's ultimately where they're focused at the moment; Clark: I just had a comment; I don't know if you folks saw in the Columbus Dispatch it says despite the strong economy about 4 percent of Ohio cities are spending more money than they are taking in from tax revenue said state auditor Dave Yost; in addition to finding that 100 of the states 247 cities are spending down reserves to avoid deficits; most of those cities don't have enough reserves to last a month if there is an emergency in their community and I think it bodes well with where we are and kudos to Amanda and the city and everybody that puts this budget together and we have this; and it shows the importance of economic development and creating jobs in this community because that's how we fund everything; it showed the 90 percent we're relying on; so it's so critically important that we keep our eye on the economic development ball; thank you; Jackson: very well said Mr. Clark; Bennett: thank you Mrs. Jackson for putting this together every year; it is a simplistic view for me to sit and review it and try and get my arms around everything that you go through on a day in and day out basis; Jackson: I do want to note that I will not be present at the next council meeting when the actual legislation comes forward; if you have questions about please feel free to call ,me or send me an email; I will be out of the office that entire week on vacation; however I will have access to email so if it is critical I will get back to you; otherwise we do have two more readings after that and we can always address them then or make any changes if necessary; Walker: thank you Mrs. Jackson; great presentation and thank you for all you do;

Chair would like to acknowledge that Mr. Lynch joined us in the meeting at 6:52 pm.

18-120

Community Guide for Speed Control

Peoples: thank you Mr. Walker; included in your packet is a guide we developed for addressing excessive speeds on city streets; the first part of it just kind of goes through some of the methodology that we put together; a bit of a narrative on how the document will flow; the next section is the steps that we will go through once we receive a complaint on a city street; go through the processes of collecting data and

working with the sheriff department to go through bring awareness and then study the results and bring some mitigating actions if required; and then the next part of that is some traffic calming measures that we can employ and a little bit of a narrative of what each one of those are; this is just a guide we developed; there's no legislating that requires an adoption of this this is just an administrative policy that we put together; just out it in there for you guys to review; if you guys have any questions we can discuss it at length at the next meeting since were running a little bit over; any questions; Jarvis: the traffic reports are going to be shared with the public and I know this a policy thing how do you envision that happening; Peoples: my initial reaction was to share it with the person or group that was complaining or maybe our initial request to start this process; we also have our website; we can always post documents on there and show the speed on there; ye know get the alert out instead of just posting a document on the public works page of the website and I don't know if anyone has ever seen; posting it out there and getting people to drive a little bit of traffic to the website; so we can always post that out there form an alert standpoint; Jarvis: it seems like if you've got one person complaining multiple people are likely experiencing it also and if it could be put out in a way that's kind of like a public portal and they could look at them that way everybody has access to it; Peoples: we would like more people to get on the alert system on our website and this maybe a way to drive that in; any alert that goes out is also on Facebook and Twitter so they can access it that way as well; Jarvis: we have an alert system; news to me; Peoples; yes, we did it three years ago when we did our website notify me; anything that is put on there comes to you by text; just about any event that goes on or if there is any emergency situations; discussion ensued; Bennett: if I create an account on the new webpage does that functionality live under that as well; Jackson: if you had one on the old website you should be fine; it's just a revamped version; same provider; Bennett: its prompting; but if I already have an account; Jarvis: but you wouldn't imagine something like that would go out; speeding problem on Columbus street and if I live in Cherry Landing I probably don't care too much; Peoples: what we're trying to do is get that information out there where multiple people can get ahold of it; we could use that functionality to notify people that we got some results of some speeding; there are many different people in the community are concerned about speeding they want to see where their street stacks up to some of the others; we can hold that data there; Jarvis: I guess that sort of proves my point of my question which was how are we going to get it out; Peoples: definitely share with the original person with the concerns then we go from there; Jarvis: as council members I think we also need to kind of what's going on there so that we don't get caught off guard when somebody says hey there's a problem that we're aware of; the status of that; although the most important person is the one that sounded the alarm; they should know something about that; Lynch: I just want to add thanks for putting this all together; there's been a lot of noise over the past year or so about traffic and such and I appreciate you getting this SOP put together and putting it out there publicly too; Peoples: just to make sure everyone keeps in line this is not a two week process; this goes over; it could go over multiple years as part of our street program we have some striping already that we assumed that we're going to do on East Waterloo Street; we've done some already this year on East Waterloo Street; it's one of the roads that we're going to do a reconstruction on so we expect to have some additional striping on that as part of that; some of the signage we've already purchased; some of the feedback signs are we will continue to do the speed trailer and still obviously out with enforcement in some of the key locations; so this is just kind of memorializing some of the things that we do over the course; Lynch: well as we grow obviously more traffic and such; an ever changing situation and dealing with it so at least you've got some kind of system in place to look at concerns; Peoples: we did get our speed tubes back; the control module the computer board in there needed replaced; we got that back and it is out on East Waterloo Street; we got it unrolled today or over the weekend so we got it put back in place; just try to get some of the data; Walker: thank you Mr. Peoples for filling us in on the community guide for speed control;

G. Old/New Business

H. Adjournment @ 7:26 p.m. *A motion was made to adjourn by Lynch, seconded by Clark. The motion carried with the following vote:*

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

DRAFT

Canal Winchester

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



Meeting Minutes - DRAFT

October 15, 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 7:32 p.m.

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

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

D. Approval of Minutes**MIN-18-045**

10-1-18 Work Session Minutes ([Work Session Minutes](#))

MIN-18-046

10-1-18 City Council Meeting Minutes ([Council Minutes](#))

A motion was made to approve MIN-18-045 and MIN-18-046 by Coolman, seconded by Amos. The motion carried with the following vote:

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

E. Communications & Petitions**18-111**

ZM-18-005 Recommendation from Planning and Zoning Commission to consider a Zoning Map Amendment from Exceptional Use (EU) to Limited Manufacturing (LM) for 69.24 acres located on the north side of Winchester Blvd, west of Gender Road (PID 184-000532 and 184-000871) ([P&Z Recommendation](#))

- Set Public Hearing

18-112

ZA-18-003 Recommendation from Planning and Zoning Commission to consider a Zoning Text Amendment(s) to Chapter 1130 Residential Design Standards and to modify and create Chapter 1198 Residential Appearance Standards ([P&Z Recommendation](#))

- Set Public Hearing

18-113

ZA-18-006 Recommendation from Planning and Zoning Commission to consider a Zoning Text Amendment(s) to Chapter 1191 Landscaping and Screening ([P&Z Recommendation](#))

- Set Public Hearing

Jarvis: The first 3 – 18-111, 112 and 113 – all are being asked to set a public hearing; I just spoke with Ms. Jackson, she would like to bundle those; it would make sense to do that all on the same date; she's recommending the November 5th meeting; Jackson: That's a different public hearing, Mr. Jarvis; Jarvis: I'm sorry – we need to set a public hearing date for those 3 items; clerk, I realize it's a lot of verbiage, but if you wouldn't mind reading those in succession, starting with 111?

Jarvis: When is the first logical date for us to do that, since we're having a public meeting on the 5th?

Jackson: Due to the public notice requirements, we would like to set this for the December 3rd meeting; because of the amount of information, we would like to hold that meeting starting at 6pm; that would require us to move up the start of work session; I'd like to discuss with council if they are available to be here about 5:30 that evening, to start work session; Jarvis: Is that acceptable to everyone? Coolman: Yeah; Lynch: Yes; Jarvis: So a 5:30 start on December 3rd; public hearing at 6pm; sounds like that's a go; Jackson: Thank you.

18-114

Ohio Division of Liquor Control Letter RE: Heavenly Treats 100 Winchester Cemetery Rd ([Liquor Control Letter](#))

Jarvis: Next item up is 18-114 – a request for liquor control; a letter regarding Heavenly Treats at 111 Winchester-Cemetery Road; this is – I assume, Gene, this is a letter asking if we want to have a hearing on this matter? Hollins: Yes, we always forward these as part of the communications; unless there has been a crime committed, or any nuisance conditions at the liquor establishment, there really isn't basis for appealing the issuance, or the transfer; Jarvis: Unless there's any objection, we just don't take action on this; Amos: I just have a couple of questions real quick; Mr. Hollins, are they already selling alcohol there? I noticed on their sign that it does advertise; Haire: They're currently not; they're applying for a D1 permit, which would be wine only; Amos: Okay, and I'm assuming its closed container only? Or are they doing wine tastings, do we know? Haire: I believe that they will have tastings there, a D1 allows them to; Jarvis: This license became available as part of the entertainment zone? Haire: This is not, no, this is a regular D1 permit, which we have available in the city already, which is a wine only; Hollins: There are certain quotas with respect to each class of permit; some of them are probably already spoken for; Haire: This is eligible for the community entertainment; the owner chose not to proceed with that, because of the cost difference, and because she only primarily wanted to sell wine; she obviously didn't have a need for liquor or beer, so she decided to go that route; Walker: So they give that up after so many months, or years – they can hold onto that? Hollins: As long as they still have an establishment that uses it – they can't just hold it; they can put it in safe holding for a year, but honestly they have to run with an operational entity that needs it, otherwise people tend to hoard them and try to sell them; Bennett: Mr. Haire, what is the cost difference between the two? Do you know? Haire: I don't know what a D1 is, the D5J is \$2,300 a year; I think the D1 – it's more than a \$1,000 difference; Lynch: Does that run through the county, or the city? Haire: That's through the state of Ohio, the liquor control; Jarvis: They have offices off of Tussing Road, right? Coolman: That's correct; Jarvis: So if there's no objections, we just take no action on that? Hollins: Right.

18-115

CW Human Services Quarterly Report ([City Prog Update FY18 Qtr 4, City CW FY18 Budget Total Qtr 4](#))

Jarvis: Next item is 18-115, we were sent a copy of the Human Services quarterly report; I don't know whether, as the representatives, Mr. Bennett, or Mrs. Amos, if you want to make any comments about that; I'm sorry, Mr. Lynch – Lynch: I have not received any information from Human Services on their quarterly report, I've been out for 2 weeks; Jarvis: I attended a dedication ceremony that they had last Sunday – was it this past Sunday? Coolman: A week ago; Jarvis: The comment was made that they were actually pretty close to their goal, as far as being able to pay off the note on that building, which I would've never guessed; that was very forward-leaning for them to do that, and do that so quickly; hats off to them – they seem to have a lot of support; does anyone have any discussion or comments regarding the report we received? Bennett: 2 questions – at the event, did Mrs. Miller happen to indicate totals that the Community Week had brought in, or the commitments that she received during Community Week? Jarvis: I'm fairly certain that that was

shared, but I cannot recall what that was; it was halfway, or maybe even a little bit better, whatever they were looking for; they had a good handle on the rest of it; I think they're out of the woods, anyway; Bennett: I was going to follow-up on the email from Gretalyn Steve-Adams; Jarvis: Oh, yes; Bennett: I didn't know – I sort of followed up with them this weekend; I don't know if there was any additional communication from Mr. Haire that had been sent; Jarvis: It was a zoning question that came up regarding a proposed greenhouse; we discussed it during our last meeting, but it appeared to me, from what was being corresponded, that they didn't get a follow-up answer to that, the Adams; I'm not sure what happened there, or whose court the ball is in to let them know that, if they wanted to, we would discuss whatever options would be available to them; Haire: I don't know specifically if Andrew talked to the person who sent the email; I know he has discussed the property with the property owner, within the last few days; they're looking at rebuilding a cabin that's on the property; it's currently in the floodplains, I know it's been in the discussions; there's different entities involved in that property; I think the emails that you're receiving are not from the property owner, they're from an heir that will be receiving the property in the future; Jarvis: I see – either way, the dateline on that communication was – this latest one was October 5th, right? This was immediately after our – when was our last meeting? Bennett: October 1st; Jarvis: This was a few days after that, and obviously before any other discussion took place; they may have just been anxious to hear something on it; Haire: If anyone can forward that to me, I'll make sure it gets addressed; Jarvis: Mr. Bennett, when you had the email – I didn't look at distribution, you sent that to everybody, right? Bennett: My most recent email I believe just went to you and Ms. Jackson; Jackson: I can send it to him, Mr. Jarvis. Jarvis: Ms. Jackson, are there any other communications that were not listed? Jackson: I do not have anything else; Clark: I'm confused – they sent the original email, and then – I got that, but I didn't get anything on October 5th; he started singling out? Jarvis: I think Mr. Bennett was the initial contact, so they went back through that; Coolman: The initial email they sent out, I didn't receive; there was a couple who didn't receive it; his emails didn't hit everybody on council; Jackson: I did send that email to all of council that morning; that would've been on the 1st; I know Mr. Coolman told me that he never received it from me; I sent it to all 7 of you, so I'm not sure if some of you are not getting my emails, and maybe I need to have Mr. Brown look into that; Clark: I didn't get any follow-ups, or anything after that; Jarvis: There wasn't any follow-up really, just the discussion we had that evening; Clark: Okay, I thought he responded to you; Bennett: The follow-up was from the gentleman on October 5th, he followed up to see if there was any discussion; Coolman: So he followed up with you then Will, right? Clark: So what did you say to him, that there was? Can you share that? Bennett: I can, I'll forward that around.

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

RES-18-017

Development

A Resolution To Establish The Route 33 Community Reinvestment Area And To Authorize Real Property Tax Exemptions Established By Sections 3735.65 Through 3735.70 Of The Ohio Revised Code ([Resolution, Exhibit A, Route 33 CRA -Housing-Survey](#))

- Adoption

A motion was made to adopt RES-18-017 by Clark, seconded by Coolman. The motion carried with the following vote:

Yes 7 – Clark, Coolman, Amos, Bennett, Jarvis, Lynch, Walker**H. ORDINANCES**

Tabled

ORD-18-029

Development

Sponsor:

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 11.954 Acre Tract Of Land From Exceptional Use (EU) To Planned Residential District (PRD), Owned By The Dwight A. Imler Revocable Living Trust, Located On The Southeast Corner Of The Intersection Of Hayes Road and Lithopolis Road And Consisting Of Parcel Number 184-002994, And To Adopt A Preliminary Development Plan And Development Text For A Proposed 79.5 Acre Planned Residential Development (Middletown Farms) ([Ordinance, Exhibit A, Exhibit B, P&Z Recommendation](#))

- Tabled at Second Reading

- Applicant requests ordinance remain tabled until the November 5, 2018 meeting

Jarvis: We received a note regarding the tabled ordinance 18-029; the applicant requested it remain tabled until November 5th; there are some additional developments there; Jackson: Mr. Jarvis, included in your packet this evening was a new recommendation from the planning & zoning commission, I just wanted to point that out; if there's any questions about keeping it tabled, I would refer to Mr. Hollins; Jarvis: There's no reason – Hollins: No, there's no reason to take any action; we do need a few extra days to get the minutes to you, from the planning & zoning meeting; after talking with the applicant, this would have been the first meeting after planning & zoning, but we all agreed that we have some work to do before it's ready for council; November 5th, our next regular meeting, we'll bring it back; the P&Z recommendations will now have to be conditions to any ordinance; I'll walk you through the process on the 5th, but we basically have to take it off the table, do a 2nd reading, and then make some motions to amend it, to get those conditions incorporated; it'll actually go for a 3rd reading 2 weeks after that; Jarvis: I see, that was my question – I couldn't recall whether we actually did the second reading, apparently not; Hollins: Even if we did, I'm going to take the position that we really need to let this one go to a third reading 2 weeks after that, and make sure it's fully considered; had we tabled the third reading, it might be different, but we did table it at the second reading; in a normal course, we wouldn't try and bring it off the table, and do the third reading; Clark: Can we – Lucas, can you give us just a quick – what some of the changes are, what we are moving ahead with here? Haire: Basically, it was a similar plan that you saw when they came here with the update; they changed everything to their standard single family home, rather than having any of the lifestyle units, or patio homes; those were removed from consideration; they're proposing larger single family homes, for the most part on larger lots; all the lots they're proposing are 70 feet, 75 feet, or 80 feet in width; Clark: How many total acres for each lot? Haire: For each lot? Clark: Yeah; Haire: They're basically 70 by 125, so I don't know – less than a quarter acre lot, which is standard size for most lots in Canal Winchester; most of Canal Cove is a 70 foot wide lot; most of Westchester is 70 feet wide, so pretty standard for a residential lot; Jarvis: So the total number of structures has changed? Haire: The total number has gone down; Clark: What is it now? Haire: I don't have that information in front of me currently; Clark: That's okay; Haire: It's 160-something now; I

don't know that exact number right now – planning & zoning – what their recommendation was, was to recommend approval with the condition that the lot coverage be no more than 30%, which is our standard lot coverage; they had proposed that they be allowed to have a 35% lot coverage, and their rationale was that sometimes homeowners want to have a larger ranch home, and it's hard to accommodate some of these larger ranches, because it's all on a single floor; you get a 2,400 square foot ranch all on one floor, and it's hard to accommodate on a 70 by 125 lot, and still get that lot coverage; especially if you want to have a patio or sunroom on it, it gets pretty hard to accommodate that; planning & zoning said if that's the case, then that's just not the right lot for that buyer, they need to buy one with a bigger lot; they didn't want to have more than 30% lot coverage; they recommended approval with that, and they also recommended approval with the condition that they modify their text to have any front-loaded garage be setback a minimum of 4 feet behind the front building line, which is our residential standard; they had requested to deviate from that standard, and planning & zoning found that it wasn't appropriate that they should deviate, to allow the front garage to be even with or behind the most front element of the house, including the front porch; planning & zoning said no, it should be at least 4 feet behind the front; Clark: Where are we with our standards – the increased standards that we have been talking about, hopefully they will build to those standards, right? Haire: We've scheduled the hearings for that – that went before the meeting last week, planning & zoning as well; they recommended approval of those standards, which will be up for the public hearing on December 3rd; Lynch: Did they propose any changes to those standards? Haire: They did not.

Third Reading - **None**

Second Reading - **None**

First Reading

ORD-18-036

Finance

An Ordinance To Authorize The Mayor To Enter Into An Agreement With The Fairfield County Sheriff For Police Protection ([Ordinance, Agreement, Ex. A](#))

- First Reading Only

ORD-18-037

Finance

An Ordinance Authorizing The Mayor To Enter Into A Contract With The Fairfield County Commissioners And Fairfield County Sheriff's Department For The Housing of Prisoners ([Ordinance](#))

- First Reading Only

I. Reports

Mayor's Report

18-117

September 2018 Mayor's Court Report

Jarvis: Mayor's report – we need to take action on the September Mayor's Court report, if anyone would make a motion to approve the September report.

A motion was made to approve the September 2018 Mayor's Court report by Bennett, seconded by Coolman. The motion carried with the following vote:

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

Fairfield County Sheriff

Cassel: I have nothing further from my original report, sir.

Law Director

Hollins: Two things – I do request an executive session for potential acquisition of real property, and pending litigation; the other thing is – very well done presentation on your budget, and the comment about the auditor's report in the newspaper article about that, how the state keeps cutting into revenue that's going to local governments; just wanted to let you know, this week is the oral argument, and our challenge to all the changes they imposed on us with respect to the municipal income tax law in the court of appeals; excited to finally get to the court of appeals stage with the case; looking forward to a good discussion with the panel; within a month or two, hopefully we'll get a ruling on our challenge – basically the state's current and future plans to try and take control of our income tax; Jarvis: Does this play into that argument? Does the fact that several cities – Clark: 40%; Jarvis: Does that play into our argument? Hollins: It goes hand-in-hand; we can't open the record back up, and take additional facts; by the way, we think it's unconstitutional period, end of story; we really don't have to prove anything except show them the supreme court's rulings, and how this legislation was drafted; we don't think the state has any real control of our municipal income tax; that being said, it certainly gets in the minds of judges – they're humans, they see stories like that; they see the dispatch coverage of how the horribly the Ohio business gateway has been designed; it's causing the taxpayer's to go through 20 screens to do what they used to do in 2 in a municipality, and how that's slowed revenue; that's been well covered by the dispatch – it's hard to ignore those type of things; Walker: I'd like to ask Ms. Jackson to handle the other 40; Hollins: They had problems in the beginning with people using – one password could access any of that taxpayer's clients' returns; if one person did 20 business returns, one of those businesses could see everybody else's information; the state had to take this over, because they knew could do it better than individual municipalities; Jarvis: That's an old game.

Finance Director

[18-118](#) [Finance Report, Sept 2018 Financial Statements](#)

Jackson: Thank you Mr. Jarvis, I do not have anything in addition to my written report this evening; Jarvis: Thank you, you gave us a report in our packets for the first 3 quarters of the year, through the end of September; Jackson: Correct; Jarvis: I got a little cross-eyed trying to read it in a hurry.

Public Service Director

[18-119](#) [Project Update](#)

Peoples: Nothing to add to my written report, or items from work session; Jarvis: I didn't say so earlier, but I wanted to thank you also for the procedure on the traffic; it's probably something you're doing already, or something close to that, but seeing it in writing kind of makes it a little more real; we know what steps you're going through.

Development Director

Haire: I planned to update you on planning & zoning, but I think we probably covered most of it with what we've talked about up to this point; the Middletown Farms development is 162 lots; it's gone down from 191, I think that was on there on the previous proposal; Planning & Zoning Commission – one item that we didn't talk about yet is that we did approve a new building for a company called Nil-Tech, who is proposing to build a 60,000 square foot manufacturing facility in Canal Pointe; we're happy to have that done, and hopefully they'll be under construction here in the next few months on a new building; this is a company that's currently located in Columbus in a building that's 20,000 square feet; they've been in 4 different buildings in the last 20 years, because they're growing so rapidly, a good company to have here, they'll bring in about 30 new positions to Canal Pointe; Jarvis: Middletown Farms – were they proposing to do this in multiple phases? Haire: Yes – I think there's 4 phases shown on their plans.

J. Council Reports

Work Session/Council - Monday, November 5, 2018 at 6 p.m.

Work Session/Council - Monday, November 19, 2018 at 6 p.m.

Jarvis: Our next work session council meeting is Monday, November 5th, at 6pm; please make a note that we are also going to have a light agenda, because we have a public hearing at 6:30 for the small cell wireless ordinance; that'll be between the work session and the general meeting; we also have a work session/general meeting on the 19th, the second one of the month, at 6pm.

CW Human Services - Mr. Lynch

Lynch: Nothing to report.

CWICC - Mr. Clark

Clark: We are meeting on Halloween, October 31st at 11:30 am, at the Interurban Building.

CWJRD - Mr. Bennett/Mrs. Amos

Bennett: Next board meeting is Thursday, here at Town Hall, October 18th at 7pm.

Destination: Canal Winchester - Mr. Walker

Walker: Next meeting is November 27th, 6pm, Interurban.

K. Old/New Business

L. Adjourn to Executive Session @ 8:02 p.m.

A motion was made to adjourn to Executive Session to discuss real estate acquisition and pending litigation by Walker, seconded by Bennett. The motion carried with the following vote:

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

Council returned from Executive Session at 8:43 p.m.

M. Adjournment @ 8:44 p.m.

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

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

DRAFT

Canal Winchester

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



Meeting Minutes - DRAFT

October 22, 2018

6:00 PM

SPECIAL MEETING

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 6:06 p.m.

B. Roll Call

*Present 6 – Amos, Bennett, Clark, Coolman, Jarvis, Walker
Absent 1 – Lynch*

***A motion was made to excuse Mr. Lynch by Clark, seconded by Bennett.
The motion carried with the following vote:***

Yes 6 – Clark, Bennett, Amos, Coolman, Jarvis, Walker

C. Adjourn to Executive Session @ 6:08 p.m.

- ORC Section 121.22(G) to discuss pending or imminent court action

***A motion was made to adjourn to Executive Session by Walker, seconded
by Coolman. The motion carried with the following vote:***

Yes 6 – Walker, Coolman, Amos, Bennett, Clark, Jarvis

Council returned from Executive Session at 7:55 p.m.

D. Adjournment @ 7:55 p.m.

***A motion was made for adjournment by Bennett, seconded by Amos. The
motion carried with the following vote:***

Yes 6 – Bennett, Amos, Clark, Coolman, Jarvis, Walker

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)844-2360 FAX(614)644-3166

TO

37038780005 <small>PERMIT NUMBER</small>		NEW <small>TYPE</small>	HEAVENLY TREATS INC DBA ORIGINAL SMITH FARM MARKET 100 WINCHESTER CEMETERY RD CANAL WINCHESTER OH 43110	
ISSUE DATE				
09 10 2018				
FILING DATE				
D2				
<small>PERMIT CLASSES</small>				
25	033	B	C11014	
<small>TAX DISTRICT</small>			<small>RECEIPT NO.</small>	

FROM 10/11/2018

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT			RECEIPT NO.	



MAILED 10/11/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN. 11/13/2018

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 3703878-0005**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF CANAL WINCHESTER CITY COUNCIL
36 S HIGH ST
CANAL WINCHESTER OHIO 43110



Ohio Department of Natural Resources

JOHN R. KASICH, GOVERNOR

JAMES ZEHRINGER, DIRECTOR

October 18th, 2018

Mr. Lucas Haire
City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110



RE: Westchester Park Improvements

Dear Mr. Haire:

I am pleased to inform you that the above referenced project has been conditionally awarded funding in the amount of **\$100,000** through the twenty-fifth round of the NatureWorks grant program. This NatureWorks funding is awarded on the condition that the State of Ohio Controlling Board approves the NatureWorks grant awards in their upcoming meeting.

After approval by the State of Ohio Controlling Board, ODNR will mail you two copies of your State-Local Project Sponsor Contract Agreement for the subject NatureWorks grant. Both copies must be signed and returned to the Office of Real Estate, 2045 Morse Road, Building E-2, Columbus, OH 43229 within 30 days of receipt. A fully signed copy will be returned to you along with additional material concerning your NatureWorks project.

To protect your eligibility in the program, please **do not begin any portion of your project until you receive written approval to do so.** Approval to begin will be coordinated through the Ohio Department of Natural Resources, Office of Real Estate. If you have any questions, please do not hesitate to contact Mary Fitch at (614) 265-6477 or Tim Robinson at (614) 265-6528. Congratulations and good luck with your NatureWorks project.

Sincerely,

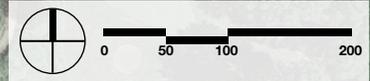
A handwritten signature in blue ink that reads "J Zehringer".

James Zehringer
Director

JZ/mf

Improvements Legend

- 1 Additional Parking (14 spaces)
- 2 New Parking Lot Lighting (2 poles)
- 3 Relocated Restroom
- 4 Relocated Asphalt Trail
- 5 New Asphalt Path
- 6 New ADA Ramp
- 7 New 24'x36' Shelter House
- 8 Playground Expansion
- 9 New Shade Structures for Playground
- 10 New Shade Tree (Typ.)
- 11 Mulch Trail Upgraded to Compacted Gravel



RESOLUTION NO. 18-018

A RESOLUTION TO AUTHORIZE FILING APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE LAND AND WATER CONSERVATION FUND

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes through the federal Land and Water Conservation Fund; and,

WHEREAS, the City of Canal Winchester desires financial assistance under the Land and Water Conservation Fund.

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

Section 1. That the Council of the City of Canal Winchester approves filing this application for financial assistance.

Section 2. That the Mayor or designee is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3: That the City of Canal Winchester does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Land and Water Conservation Fund.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

ORDINANCE NO. 18-029

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING AN APPROXIMATELY 11.954 ACRE TRACT OF LAND FROM EXCEPTIONAL USE (EU) TO PLANNED RESIDENTIAL DISTRICT (PRD), OWNED BY THE DWIGHT A. IMLER REVOCABLE LIVING TRUST, LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF HAYES ROAD AND LITHOPOLIS ROAD AND CONSISTING OF PARCEL NUMBER PID 184-002994, AND TO ADOPT A PRELIMINARY DEVELOPMENT PLAN AND DEVELOPMENT TEXT FOR A PROPOSED 79.5 ACRE PLANNED RESIDENTIAL DEVELOPMENT (MIDDLETOWN FARMS)

WHEREAS, the rezoning of a 11.954 acre tract of land hereinafter described from Exceptional Use (EU) to Planned Residential District (PRD) has been proposed to the Council of the City of Canal Winchester by the owner, the Dwight A. Imler Revocable Living Trust ("Imler Trust"); and

WHEREAS, such 11.954 acre tract is contiguous to an approximately 67.55 acre tract of land also owned by the Imler Trust and currently zoned Planned Residential District ("PRD"); and

WHEREAS, an accompanying Planned Residential District preliminary development plan and development text has been submitted for the combined 79.5 acre tract for approval; and

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester, and the Planning and Zoning Commission has recommended that the rezoning, the preliminary plan, and the development text not be approved by City Council; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester;

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

Section 1. That Part 11 of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Ohio, which is a part thereof, be and hereby is amended as follows:

That approximately 11.954 acres, located at the southeast corner of the intersection of Hayes Road and Lithopolis Road and being a part of PID 184-002994, owned by The Dwight A. Imler Revocable Living Trust, as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Exceptional Use (EU) to Planned Residential District (PRD).

Section 2. That the preliminary development plan and development text of the proposed Middletown Farms as depicted in Exhibit B, attached hereto and made a part of hereof, be and hereby is accepted and approved.

Section 3. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

Section 4. 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

11.954 ACRES

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 1, Township 10, Range 21, Congress Lands, being part of that 70.797 acre tract of land conveyed to The Dwight A. Imler Revocable Living Trust by deed of record in Instrument Number 201607050085266, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the centerline intersection of Hayes Road and Lithopolis Road;

Thence South 53° 02' 57" East, with the centerline of said Lithopolis Road, a distance of 406.78 feet to the northwesterly corner of that 8.000 acre tract conveyed to Roger E. Sisler II by deed of record in Instrument Number 201604150045988;

Thence South 36° 43' 38" West, with the westerly line of said 8.000 acre tract, a distance of 721.31 feet to a point;

Thence North 53° 02' 48" West, crossing said 70.797 acre tract, a distance of 666.89 feet to a point in the easterly line of that 5.001 acre tract conveyed as Parcel III to The Dwight A. Imler Revocable Living Trust by deed of record in Instrument Number 201607050085266;

Thence North 00° 27' 50" East, with said easterly line, a distance of 419.95 feet to a point in the centerline of said Hayes Road;

Thence North 89° 50' 16" East, with said centerline, a distance of 635.80 feet to the POINT OF BEGINNING, containing 11.954 acres of land, more or less;

This description is to be used for zoning purposes only, not for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

ZONING EXHIBIT

SECTION 1, TOWNSHIP 10, RANGE 21

CONGRESS LANDS

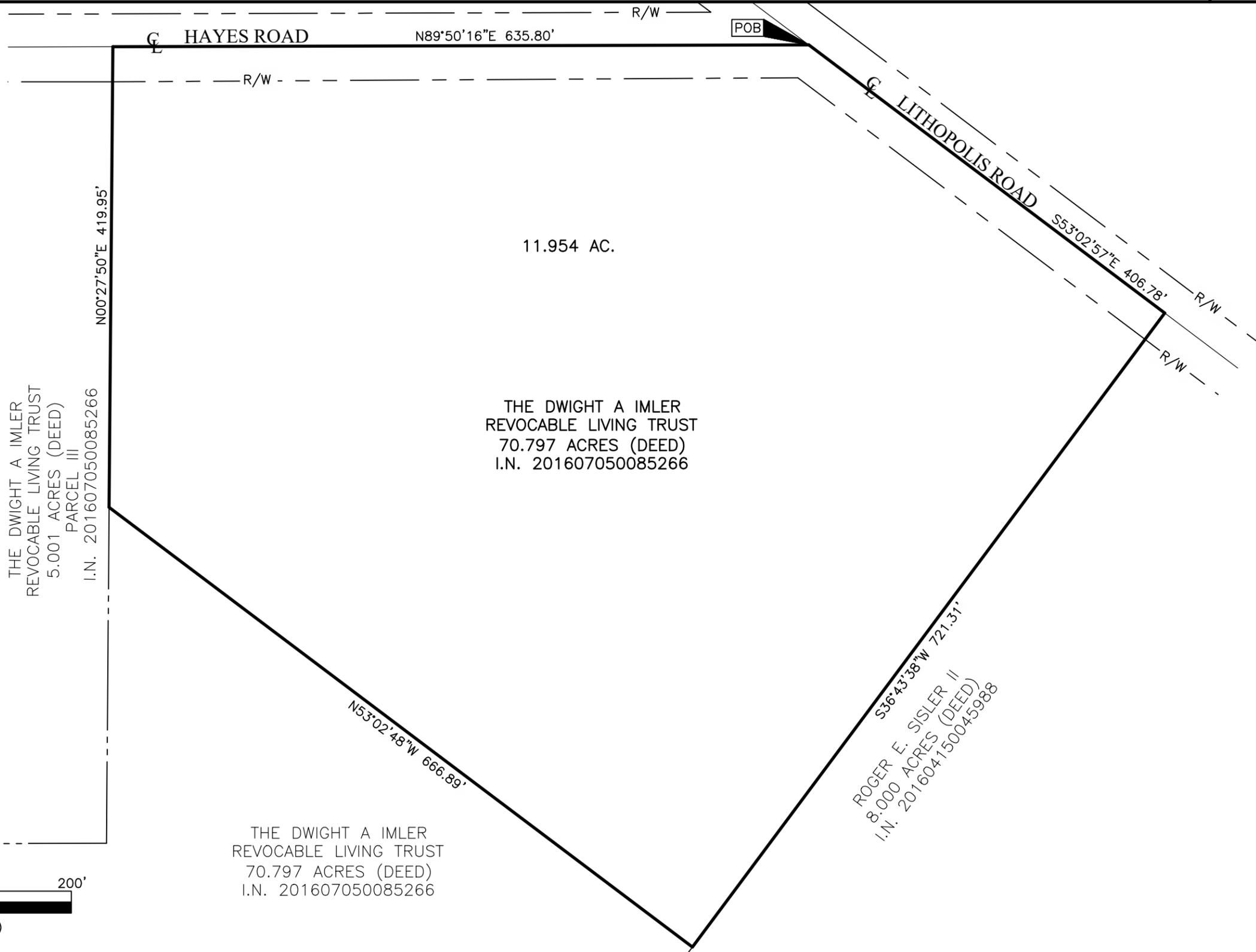
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

Date: November 16, 2017

Scale: 1" = 100'

Job No: 2017-1159

J:\20171159\DWG\04SHEETS\EXHIBITS\20171159-VS-ZONE-01.DWG plotted by KIRK, MATTHEW on 11/17/2017 10:13:21 AM last saved by MKR on 11/17/2017 10:13:04 AM



GRAPHIC SCALE (in feet)

Middletown Farms

Preliminary Development Plan

Hayes and Oregon Roads

Canal Winchester, Ohio

January 22, 2018

Revised: April 23, 2018

Due to the size of this exhibit, only page one has been included in this packet. To view the entire exhibit, please click [here](#).





To: Amanda Jackson, CMC, Clerk of Council
From: Andrew Moore, Planning and Zoning Administrator
Date: October 9, 2018
RE: Application ZM-17-007 & PDP-17-003

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held **October 8, 2018**

Motion by Konold, seconded by Wildenthaler, to recommend to council approval of Zoning Map Amendment ZM-17-007; to consider a Zoning Map Amendment from EU to PRD; for 11.954 acres located along at PID: 184-002994 (Located along the corner of Hayes Road and Lithopolis Road). Westport Homes applicant Jack Mautino, Owner Dwight A. Imler Revocable Living Trust.

Voting yes: Mark Caulk; Mike Vasko; Bill Christensen; June Konold; Joe Donahue; Joe Wildenthaler. **Motion Carried with Conditions. 6-0**

Conditions of Approval:

- 1. The development text is modified to comply with Chapter 1130.09 with a maximum lot coverage of 30%.**
- 2. The development text is modified to comply with Chapter 1130.07(a) for any front loaded garage to be setback a minimum four (4) feet behind the front line of the livable area of the home.**

Motion by Vasko, seconded by Wildenthaler, to recommend to council approval of Preliminary Development Plan PDP-17-003; 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, & 184-002998). Westport Homes applicant Jack Mautino, Owner Dwight A. Imler Revocable Living Trust.

Voting yes: Mark Caulk; Mike Vasko; Bill Christensen; June Konold; Joe Donahue; Joe Wildenthaler. **Motion Carried with Conditions. 6-0**

Conditions of Approval:

- 1. The development text is modified to comply with Chapter 1130.09 with a maximum lot coverage of 30%.**
- 2. The development text is modified to comply with Chapter 1130.07(a) for any front loaded garage to be setback a minimum four (4) feet behind the front line of the livable area of the home.**



Andrew Moore
Planning and Zoning Administrator

ORDINANCE NO. 18-036

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE FAIRFIELD COUNTY SHERIFF FOR POLICE PROTECTION

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Fairfield County Sheriff to provide police protection to the city; and

WHEREAS, it is necessary to enter into such an agreement for the period from January 1, 2019 through December 31, 2021;

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

SECTION 1. That the Mayor be authorized to enter into and execute an agreement with the Fairfield County Sheriff for police protection for the period of January 1, 2019 through December 31, 2021 in a form substantially similar to the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

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

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

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

Finance Director/Clerk of Council

AGREEMENT

This Agreement (“Agreement”) is made this ____ day of _____, 2018 between the Sheriff of Fairfield County, Ohio, (the “Sheriff”) and the City of Canal Winchester, Ohio (the “City”).

WITNESSETH

WHEREAS, the City is a municipal corporation desirous of acquiring police protection for the property and residents of the City which is located in both Franklin and Fairfield Counties, Ohio; and,

WHEREAS, the Sheriff is authorized to enter into a contract with a municipal corporation for the performance of police functions as set forth in Ohio Revised Code Sections 311.29 and 737.04.

NOW, THEREFORE, for the adequate consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties do hereby agree as follow:

1. Personnel - The Sheriff agrees to fund eleven (11) deputies to provide three hundred seventy-six (376) hours per week of police protection to the City to keep the peace, protect property, and to perform other necessary police functions in the City. The Sheriff will assign exclusively to patrol the City two (2) Deputy Sheriffs for twenty-four (24) hours a day, seven (7) days a week, and a third Deputy Sheriff to work a shift mutually agreed upon in writing by the Mayor of the City of Canal Winchester and the Sheriff. The Sheriff further agrees to make available to the aforementioned Deputy Sheriffs who are assigned to patrol the City all training programs, special equipment, and other regular facilities of the Sheriff’s Office. It is further mutually agreed between the parties hereto that the duties of the aforesaid Deputy Sheriffs will be determined from time to time by the best judgment of the Sheriff and the City, including, but not limited to, normal police duties, serving court papers, and duties in cooperation with other City functions.
2. Supervision – The Sheriff agrees to fund one (1) full-time sergeant to provide forty (40) hours per week of supervision overseeing the Deputy Sheriff’s and one (1) full-time dispatcher assigned to the City.
3. Terms of Agreement – The Agreement shall commence on January 1, 2019 (“the Commencement Date”) and shall terminate at 3:00 p.m. on December 31, 2021 (“the Termination Date”). The parties may renew the terms and conditions of this Agreement for a period starting after the Termination Date and shall meet and confer no less than one hundred twenty (120) days prior to the Termination Date for the purpose of discussing and negotiating a renewal of this Agreement. Notwithstanding the foregoing,

at any time during the term of this Agreement either party may terminate this Agreement upon ninety (90) days written notice to the other party.

4. Payment – For each twelve (12) month period during the term of this Agreement, the City shall pay the Sheriff an Annual Payment, as calculated pursuant to Section 5 below (hereinafter referred to as the “Annual Payment”). The Annual Payment shall be billed by the Sheriff in twelve (12) equal monthly installments payable in advance of the first day of each month unless mutually agreed up on in writing by the parties.
5. Annual Payment – The Annual Payment for the period of January 1, 2019 through December 31, 2019 shall be \$1,165,367.00 as detailed in Exhibit A, which is attached hereto and incorporated herein. Thereafter, the Annual Payment shall be annually increased in the manner set forth below. No less than ninety (90) days prior to January 1 of each year during the term of this Agreement, the Sheriff shall advise the City of the increase in the Annual Payment that the City shall pay to the Sheriff during the twelve (12) month period commencing on January 1 and concluding thereafter on the next January 1. The Annual Payment increase shall be based upon a combination of the increase, since the last calendar year, of the following:
 - i. The costs incurred by the Sheriff for the services provided herein including, the salaries of the Deputy Sheriffs and other personnel assigned to the City hereunder (collectively “Sheriff’s Personnel”);
 - ii. The costs of funding retirement pensions for the Sheriff’s Personnel assigned to the City;
 - iii. The costs of providing workers’ compensation for the Sheriff’s Personnel assigned to the City;
 - iv. The cost of training for the Sheriff’s Personnel assigned to the City;
 - v. The cost of equipment, gasoline, and other supplies used by the Sheriff’s Personnel in connection with the services provided under this agreement but only to the extent that such equipment and supplies are not directly furnished by the City.
6. Purchase of Vehicle – During each year of this Agreement, the City shall purchase (1) new vehicle selected by the Sheriff at a cost not to exceed Forty Thousand Dollars (\$40,000), including all necessary equipment for the vehicle. The vehicles shall be titled to the Fairfield County Board of County Commissioners until such which time as it is removed from the Sheriff’s Department fleet and then title shall be transferred to the City pursuant to the applicable Ohio statutory law, including, but not limited to, RC 307.12. All vehicles purchased by the City shall be used only within City limits except when deemed necessary by the City Sergeant, Deputy-in-Charge, or Mayor.
7. Attendance at City Meetings – The Sheriff shall assign supervisory personnel to attend City Council meetings twice monthly, or as may be reasonably requested by the City. The Sheriff shall also assign appropriate personnel to attend other City meetings as requested by the Mayor or his designee throughout the term of this Agreement.

8. Deployment of Personnel – The Sheriff reserves the right to use the aforesaid Deputy Sheriffs in any emergency he sees fit and to consult with the Mayor of the City as to emergencies that may exist in the City. Deputy Sheriffs not assigned to the City will be deployed to assist in the event of an emergency within City limits as requested by the City Sergeant, Deputy-in-Charge, or Mayor.
9. City Code – The Sherriff’s Deputies assigned to the City are authorized and will, as applicable and appropriate, write charges on the City’s codified ordinances and attend Mayor’s Court.
10. Additional Personnel – The Sheriff and the City both recognize that additional deputies may be necessary during the life of this agreement. When mutually agreed upon in writing by the parties, additional deputies may be added to any shift and the City will cover the costs of the additional deputies’ salaries, benefits, and personnel related taxes.
11. Governing Law and Venue – This Agreement is being executed and delivered in the State of Ohio and shall be governed by, construed and enforced in accordance with the substantive laws of the State of Ohio. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision hereof shall be instituted only in either the Fairfield County Municipal Court or the Common Pleas Court located in Lancaster, Ohio.
12. Paragraph Headings – The paragraph headings are inserted in this Agreement only for convenience, and in no way define, limit, or describe the scope of intent of any provision of this Agreement.
13. Unenforceable Provisions – If any term, covenant, warranty, paragraph, clause, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and this Agreement shall be construed as if the invalid, void, or unenforceable provisions were omitted.
14. Remedies Not Exclusive – All of the rights, benefits, and remedies provided herein shall be cumulative and shall not be exclusive of any rights, remedies, and benefits allowed by law or equity to either of both of the parties.
15. No Waiver of Rights – Failure by either of the party’s to insist on or enforce any of their rights shall not constitute a waiver of those rights by the parties, and nothing shall constitute a waiver of the parties’ right to insist on strict compliance with the provisions of this Agreement.
16. Binding Effect – This Agreement shall be binding upon and inure to the benefit of parities and their respective successors, assigns, heirs, and personal representatives except as otherwise provided herein.

IN WITNESS WHEREOF, the parties have hereto set their hands this _____ day of _____, 2018.

Dave Phalen
Sheriff
Fairfield County, Ohio

CITY OF CANAL WINCHESTER
COUNTY OF FRANKLIN
STATE OF OHIO

By: _____
Michael Ebert
Mayor

I hereby certify that at the time this Agreement was executed, sufficient funds were appropriated for the purpose of such contract and in the treasury or in the process of collection to the credit of the appropriation fund free of any previous encumbrances.

Amanda Jackson
Finance Director
City of Canal Winchester

Fairfield County Board of Commissioners by Resolution # _____ dated
_____.

Steve Davis

Mike Kiger

David Levacy

Attest:

Rachel Elsea, Clerk

APPROVED AS TO FORM:

By: _____
Prosecuting Attorney

By: _____
City Law Director

EXHIBIT "A"
FAIRFIELD COUNTY SHERIFF'S OFFICE
VILLAGE OF CANAL WINCHESTER POLICING CONTRACT PROPOSAL FOR 2019

Shifts per day	3	
Deputies required for policing village per shift	2	
 #of deputies needed to fulfill contract		 11
 Deputy cost for contract		 <u>\$ 967,270.00</u>
 Additional personnel needed:		
1 Full Time Sergeant		\$ 109,550.00
1 Full Time Dispatcher		\$ 61,797.00
 Total Personnel Costs		 <u>\$ 1,138,617.00</u>
 <u>Other Direct Support Costs</u>		
<u>Gasoline</u>		
Vehicles needed per contract requirements	4	
Average Miles per year	100,000	
Average miles per gallon	16	
Average gasoline cost per gallon	\$ 3.00	
Annual Gasoline Cost (Miles/Avg miles per gallon x Avg Cost per gallon)		\$ 18,750.00
 <u>Vehicle Repairs/Maintenance</u>		
Average Vehicle Maintenance @ \$2,00.00/vehicle		\$ 8,000.00
 Total Other Direct Support costs		 \$ 26,750.00
 Total Costs		 <u>\$ 1,165,367.00</u>
 MONTHLY BILLING AMOUNT		 <u>\$ 97,113.917</u>
 January through November payments		 <u>\$ 101,801.41</u>
 December payment		 <u>\$ 101,801.49</u>

ORDINANCE NO. 18-037

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE FAIRFIELD COUNTY COMMISSIONERS AND FAIRFIELD COUNTY SHERIFF'S DEPARTMENT FOR HOUSING OF PRISONERS

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Fairfield County Commissioners and Fairfield County Sheriff's Department for housing of prisoners; and

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the Fairfield County Commissioners and the Fairfield County Sheriff's Department for the housing of prisoners, in a form acceptable to the Director of Law.

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

ORDINANCE NO. 18-033

AN ORDINANCE AMENDING SECTION 1193 OF THE CODIFIED ORDINANCES REGARDING WIRELESS COMMUNICATION FACILITIES

WHEREAS, in order to provide regulations for the construction and use of wireless communication facilities within the City of Canal Winchester to ensure that such devices are in good operation, have minimal impact on other properties and do not create a public nuisance;

WHEREAS, the Planning and Zoning Commission initiated Application #ZA-18-004 and following a public hearing held on Sept 10, 2018 has recommended approval of this ordinance; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester.

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

Section 1. That Section 1193 of the Codified Ordinances of the City of Canal Winchester, shall hereby be amended to read as follows:

**CHAPTER 1193
Wireless Communication Facilities**

1193.01 Intent and Purpose

1193.02. Definitions

1193.03 Private Non-Commercial Antennas, Satellite Dish Antennas, and Antenna Support Structures

1193.04 Amateur Radio Antennas and Antenna Support Structures

1193.05 Commercial, Public, and Semi-public Antennas, Support and Equipment Structures

1193.06 Small-Cell Facilities in Municipal Rights-of-Way

CROSS REFERENCES

Definitions - see P. & Z. Chapter 1133

Accessory Uses and Structures – see P. & Z. Chapter 1195

1193.01 INTENT AND PURPOSE.

The intent of this Chapter is to balance the diverse interests in wireless communication; to improve citizen access and use of new and existing technologies; to assure the right of business the exercise of free trade; and to protect the community from uncontrolled proliferation of antennas and antenna support structures. More specifically, the purpose is to provide for the proper location of private as well as public and commercial wireless facilities, including antennas, dish antennas, antenna support structures, and accessory equipment structures; to encourage multiple use of antenna support structures (i.e., **building and structures other than towers**) and **existing towers, rather than construction of new towers**; to ensure compatibility with nearby uses; in particular to minimize negative impacts on residential areas; and otherwise to assure the public health, safety and general welfare of the community. It is also the purpose of this Chapter to conform with the federal preemption pertaining to amateur radio operations per 101 FCC 2d 952 (1985) and with exemptions for antennas utilized by amateur radio operators who are duly licensed by the FCC under Part 97 Rules Section 153(q) of Title 47 USC, **and to comply with the Federal Telecommunications Act of 1996, the 2012 Public Safety and Spectrum**

Act, and other federal or state laws governing requests for installation, collocation, or expansion of wireless telecommunications facilities and support structures.

1193.02 DEFINITIONS

(a) *General use of terms.*

(1) The terms, phrases, words, and their derivations used in this chapter shall have the meanings given in this section.

(2) When consistent with the context, words used in the present tense also include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number.

(3) All terms used in the definition of any other term shall have their meaning as otherwise defined in this section.

(4) The words "shall" and "will" are mandatory and "may" is permissive.

(5) Words not defined shall be given their common and ordinary meaning.

(b) *Defined terms.*

(1) *"Abandoned"* Any small cell facilities or wireless support structures that are unused for a period of three hundred sixty-five days without the operator otherwise notifying the city and receiving the city's approval.

(2) *"Alternative Tower Structure"* Includes, but is not limited to man-made trees, clock towers, bell steeples, light poles, power poles, and similar alternative-design mounting structures or other buildings or structures that are intended to camouflage or conceal the presence of antennas, towers, and other wireless communications facilities.

(3) *"Antenna"* Any transmitting or receiving device used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies, wireless communications signals, or other communication signals.

(4) *"Antenna Support Structure"* Any building or structure other than a tower which can be used for the location of wireless communications facilities.

(5) *"Applicant"* Any person that applies for administrative review, conditional use review, certificate of zoning plan approval, or other permit or approval according to the requirements of this chapter.

(6) *"Application"* The materials and process by which an applicant submits a request as authorized by the property owner and indicates a desire to be granted approval of an antenna, tower, antenna support structure, or any other wireless communications facility under the provisions of this chapter. An application includes all written documentation, verbal statements, and representations, in whatever form or forum, made by an applicant to the city concerning the request, but shall not include materials submitted as part of a request for non-binding pre-application review.

(7) *"Backhaul Network"* The infrastructure that connects a provider's wireless communications facility sites to one or more cellular telephone switching offices, and/or long distance providers, or the public switched telephone network.

(8) **“Cable Franchise”** An initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. 522 Section 546), issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system.

(9) **“Cable Microcell Network or CMN”** A wireless telecommunications facility characterized by small antennas and equipment cabinets, and typically located on a small diameter monopole; on an existing or replacement street light, power pole, sign, or other suitable structure; or on an existing building.

(10) **“Cable Operator”** Any person or group of persons:

A. Who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system, or

B. Who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system;

(11) **“Cable Service”**

A. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service; and

B. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

(12) **“CFR”** Committee of the Federal Register, established under section 1506 of title 44, United States Code.

(13) **“Clear Zone”** The unobstructed, traversable area provided beyond the edge of the through traveled way for the recovery of errant vehicles. The clear zone includes shoulders, bike lanes, and auxiliary lanes, except those auxiliary lanes that function like through lanes. As defined in the ODOT Location and Design Manual, Volume 1, Section 600—Roadside Design.

(14) **“Cellular-On-Wheels or COW”** A temporary mobile wireless communications facility that consists of a wireless antenna tower and associated equipment on a truck, trailer, or other mobile structure designed to be part of a wireless network.

(15) **“Chief Building Official”** The Chief Building Official of the city.

(16) **“City”** The City of Canal Winchester, Ohio.

(17) **“Code”** The Codified Ordinances of the City.

(18) **“Collocation”** The use of, or ability to use, a wireless communications facility or support structure by more than one wireless communications provider or more than one wireless antenna array.

(19) **“Conditional Use”** A use allowed in a zoning district after approval of the Planning and Zoning Commission according to the provisions of Chapter 1145 of the Codified Ordinances.

(20) **“Decorative Pole”** A pole, arch, or structure other than a street light pole placed in the public way specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following:

- A. Electric lighting;
- B. Specially designed informational or directional signage;
- C. Temporary holiday or special event attachments.

(21) ***“Design Guidelines”*** Means those detailed design guidelines, specifications and examples promulgated by the City for the design and installation of small cell facilities and wireless support structures, which are effective insofar as they do not conflict with federal and state law, rule and regulations, or with the provisions of the Codified Ordinances.

(22) ***“District or Zoning District or Zone District”*** A portion of the city within which certain uses of land and/or buildings are permitted and under the regulations and requirements of Part Eleven of the Codified Ordinances.

(23) ***“Eligible Facilities Request”*** Means the same as defined by the FCC in 47 U.S.C. 1455 (a)(2), as may be amended.

(24) ***“Emergency”*** A reasonably unforeseen occurrence with a potential to endanger personal safety or health, or cause substantial damage to property, that calls for immediate action, mitigation, or abatement.

(25) ***“Engineer”*** Any engineer currently licensed by the State of Ohio.

(26) ***“Equipment Shelter, Equipment Structure, or Equipment Cabinet”*** The structure in which the electronic receiving and relay equipment or other necessary equipment for a wireless communications facility is located.

(27) ***“FAA”*** The U.S. Federal Aviation Administration, and any legally appointed, designated, or elected agent or successor.

(28) ***“FCC”*** The U.S. Federal Communications Commission and any legally appointed, designated, or elected agent or successor.

(29) ***“Height or Above Ground Level or AGL”*** When referring to a tower or other structure, the distance measured from the finished grade at the base of the tower or structure to the highest point on the tower or structure, including the base pad and any antenna, but not including lightning arrest devices.

(30) ***“Historic District”*** A building, property, or site, or group of buildings, properties, or sites that are either of the following:

A. Listed in the national register of historic places or formally determined eligible for listing by the keeper of the national register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the national register, in accordance with section VI.D.1.a.i-v of the nationwide programmatic agreement codified at 47 C.F.R. part 1, Appendix C;

B. A registered historic district as defined in section 149.311 of the Revised Code.

(31) ***“Landmarks Commission”*** The Landmarks Commission created by Section 1139.02 of the Codified Ordinances.

(32) ***“Monopole”*** A support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

(33) ***“Nonconforming Tower”*** Any tower or antenna lawfully existing at the effective date of or amendment to this chapter which does not currently conform to the requirements of this chapter.

(34) ***“Occupy or Use”*** With respect to the right-of-way, to place a tangible thing in the right-of-way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining, or operating lines, poles, pipes, conduits, ducts, equipment, or other structures, appurtenances, or facilities necessary for the delivery of public utility services or any services provided by a cable operator.

(35) ***“Ohio Manual of Uniform Traffic Control Devices or OMUTCD”*** The uniform system of traffic control devices promulgated by the Ohio Department of Transportation.

(36) ***“Old Town Overlay District”*** The Old Town Overlay District established by Section 1175.01 of the Codified Ordinances.

(37) ***“Operator”*** A wireless service provider, cable operator, or a video service provider that operates a small cell facility and provides wireless service. For the purpose of §§1193.06 through 1193.065, “operator” includes a wireless service provider, cable operator, or a video service provider that provides information services as defined in the “Telecommunications Act of 1996,” 110 Stat. 59, 47 U.S.C. 153(20), and services that are fixed in nature or use unlicensed spectrum.

(38) ***“Person”*** Any individual, firm, partnership, association, corporation, company, or other legal entity, private or public, whether for profit or not-for-profit. (definition given in 1133 definitions)

(39) ***“Planning And Zoning Commission”*** The Planning and Zoning Commission for the city, as created by Section 7.01 of the City Charter.

(40) ***“Public Utility or Utility”*** A facilities-based provider of wireless service to one or more end users in this state, or any company described in section 4905.03 of the Ohio Revised Code and as further defined in section 4905.02 of the Ohio Revised Code, including but not limited to the following types of companies: telephone, electric light, gas, natural gas, pipe-lines, water-works, and sewage disposal systems

(41) ***“Right-of-Way”*** The surface of and the space above and below the paved or unpaved portions of any public street, public road, public highway, public freeway, public lane, public path, public bike path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive and any other land dedicated or otherwise designated for the same now or hereafter held by the city. “Right-of-way” shall not include private easements or public property, except to the extent the use or occupation of public property is specifically granted in a right-of-way permit or by administrative regulation. (definition given in 1133 definitions)

(42) ***“Small Cell Facility”*** A wireless facility that meets both of the following requirements:

A. Each antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of not more than six cubic feet in volume.

B. All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

(43) **“Stealth”** A wireless communications facility designed to appear as another natural or artificial object that exists in the surrounding environment or which is architecturally integrated into a building or other structure, and designed to be minimally obtrusive and to camouflage or conceal the presence of antennas or towers, at the determination of the required reviewing body.

(44) **“Substantial Change”** Has the same meaning as described in 47 C.F.R. 1.40001(b)(7).

(45) **“Temporary Wireless Communications Facilities”** A cellular-on-wheels unit; an antenna on a bucket truck, crane, crank-up tower, tower; or another wireless communications facility required to evaluate a site for a temporary placement of a wireless communications facility as permitted by this chapter or for providing communications during an emergency, special event, conference, or other situations for limited periods while the use of a permanent wireless communication facility is temporarily interrupted.

(46) **“Tolling or Toll Period”** The pausing or delaying of the running of a required time period.

(47) **“Tower”** Any structure designed and constructed primarily for the purpose of supporting one or more antennas for telephone, radio, and similar communication purposes, including self-supporting lattice towers, guyed towers, or monopole towers. The term includes radio and television transmission towers, microwave towers, common-carrier towers, wireless communications towers, alternative tower structures, and the like. The term includes the structure and any necessary supports.

(48) **“Utility Pole”** A structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. "Utility pole" excludes street signs and decorative poles.

(49) **“Video Service Provider”** A person granted a video service authorization under sections 1332.21 to 1332.34 of the Ohio Revised Code.

(50) **“Wireline Backhaul Facility”** A facility used for the transport of communications service or any other electronic communications by coaxial, fiber-optic cable, or any other wire.

(51) **“Wireless Communications Facilities or WCF”** Includes, but shall not be limited to, towers, poles, cables, wires, lines, wave guides, antennas, microwave dishes, small cell facilities and wireless support structures, and/or any other equipment or facilities associated with the transmission or reception of communications as regulated by the FCC (or other unregulated wireless communication facility). The term shall not include:

A. Any satellite earth station antenna 6.6 feet or less in diameter or diagonal measurement located in a non-residential district.

B. Any satellite earth station antenna one meter or less in diameter or diagonal measurement that is designed to receive direct broadband satellite service, including direct-to-home satellite services, or to receive or transmit fixed wireless signals via satellite regardless of zoning

category.

C. Any antenna that is 3.3 feet or less in diameter or diagonal measurement and is designed to receive video programming service via broadband video services (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.

D. Any antenna that is designed to receive local television broadcast signals and does not use a mast higher than 15 feet above the tallest point of the roof of the tallest principal or accessory structure, excluding chimneys, cupolas, or other architectural elements.

E. Antennas used by amateur radio operators.

F. Towers, structures, antennas, or other equipment used for the purposes of operating a public safety voice or data radio network or an outdoor early warning system within the city limits. This includes directional and omnidirectional antenna equipment, as well as microwave and point-to-point equipment.

(52) **“Wireless Service”** Any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided to the public using wireless facilities.

(53) **“Wireless Service Provider”** A person who provides wireless service as defined herein.

(54) **“Wireless Support Structure”** A pole, street light pole, traffic signal pole, a fifteen-foot or taller sign pole, or utility pole capable of supporting small cell facilities, excluding utility poles or other facilities used to supply traction power to public transit systems, including railways, trams, streetcars, and trolleybuses.

~~1193.02~~ 1193.03 PRIVATE NON-COMMERCIAL ANTENNAS, SATELLITE DISH ANTENNAS, AND ANTENNA SUPPORT STRUCTURES.

Private non-commercial antennas, satellite dish antennas, and antenna support structures are permitted accessory uses in any zone district under the following conditions:

(a) Exclusion: This section does not apply to satellite dish antennas 3.3 feet or less in diameter in residence zones or 6.6 feet or less in commercial and industrial zones.

(b) Dish antennas greater than five (5) feet in diameter may not be placed on the roof of a principal or accessory building in any residential zone because of objectionable aesthetic impact on surrounding dwellings and views therefrom.

(c) Structures controlled under provisions of this Section, including guys, are prohibited in any front or side yard of a lot or parcel in any residential or commercial zone and shall not encroach upon any side yard setback line, nor be placed within ten (10) feet of the rear property line, ~~provided that guy wire anchors may be located within one (1) foot of property lines that define the rear yard.~~ In addition, an antenna support structure in residential and commercial zones shall be set back from the nearest property line a distance equal to structural height.

(d) Height of any antenna support structure covered under this Section shall be controlled by the height regulation of the zone in which it is located, provided that an antenna on such support structure shall be permitted up to twenty-five (25) feet of additional height in excess of the zone limit.

(e) Structures covered under this Section, for which an in-ground foundation or substructure must be constructed or which are roof mounted and extend more than fifteen (15) feet above the ridge line of the roof, shall require a building permit prior to erection, enlargement, increase in height or relocation. The application for a

permit shall include address of lot or parcel, type of structure and height, and placement on lot or parcel shown on an illustration drawn to scale. Also required is information on method of installation including, as appropriate, details on structural support, footings, foundations, guys, braces, anchors, and grounding. As part of the permitting process the applicant will affirm receipt of a Safety Advisory Bulletin concerning safety issues, grounding, anti-climb devices, guying and wire sizes, and maintenance and inspections.

(f) Climbable antenna support structures shall be completely enclosed by a fence six (6) feet in height or shall have an effective anti-climb device attached as described in the Safety Advisory Bulletin. If fenced, the fence shall restrict the passage of a two (2) inch diameter sphere.

(g) Lots or parcels in residential zones shall be limited to not more than one (1) antenna support structure per building containing one (1) or more dwelling units.

(h) An antenna support structure shall be inspected annually and maintained in a safe condition by the owner or operator. Such owner or operator shall notify the Planning and Zoning Administrator if requisite safety standards are no longer being met and what steps are being taken to remedy the situation. The owner or operator of such structure shall maintain a record of inspections on file and a log of routine maintenance as well as work undertaken in response to inspections.

(i) Upon cessation of ownership or leasehold rights in an antenna support structure, the operator or property owner shall remove such structure within ninety (90) days, or within thirty (30) days of receipt of final written notice from the Municipality to do so, provided that the new owner or leaseholder may retain said structure, after its inspection and written notice to the Planning and Zoning Administrator of the intention to retain such structure and to assume responsibility for same under this section.

1193.03-1193.04 AMATEUR RADIO ANTENNAS AND ANTENNA SUPPORT STRUCTURES.

Amateur radio antennas and antenna support structures are permitted accessory uses in any zone district under the following conditions:

(a) Exclusion: This section does not apply to satellite dish antennas 3.3 feet or less in diameter in residence zones or 6.6 feet or less in commercial and industrial zones, and wire antennas erected unobtrusively for the purpose of amateur radio communications.

(b) Dish antennas greater than five (5) feet in diameter may not be placed on the roof of a principal or accessory building in any residential zone because of objectionable aesthetic impact on surrounding dwellings and views therefrom.

(c) Structures controlled under provisions of this Section are prohibited in any front or side yard of a lot or parcel in any residential or commercial zone, provided that guy wire anchors may encroach into the side yard. Guy wire anchors and structural foundations may be located not closer than ~~one (1) foot~~ **five (5) feet** to property lines that define the rear **or side** yard, ~~and in the case of guy wire anchors, in the side yard, provided that antennas may encroach within the one (1) foot setback, and may even protrude over the lot line, where written permission to do so is provided by the current affected property owner and is on file with the Planning and Zoning Administrator.~~

(d) The overall antenna height shall be limited to one ~~hundred (100)~~ **fifty (50)** feet above grade whether freestanding or mounted on a structure. **In addition, an antenna support structure, plus the antenna(s) shall be set back from the nearest property line a distance equal to structural height.** If the Planning Commission determines it necessary to consult with an expert in considering an increase in overall antenna height, all reasonable costs and expenses associated with such consultation shall be borne by the person seeking to exceed such height limit.

(e) Structures covered under this Section, for which an in-ground foundation or substructure must be constructed, and/or which exceed thirty-five (35) feet in height above grade, or which are roof-mounted ~~and extend more than fifteen (15) feet above the ridge line of the roof,~~ shall require a building permit prior to erection, enlargement, increase in height or relocation. The application for a permit shall include address of lot or parcel,

type of structure and height, and placement on lot or parcel shown on an illustration drawn to scale. Also required is information on method of installation including, as appropriate, details on structural support, footings, foundations, guys, braces, anchors, and grounding. As part of the permitting process the applicant will affirm receipt of a Safety Advisory Bulletin concerning safety issues, grounding, anti-climb devices, guying and wire sizes, and maintenance and inspections.

(f) Climbable antenna support structures shall be completely enclosed by a fence six (6) feet in height or shall have an effective anti-climb device attached as described in the Safety Advisory Bulletin. If fenced, the fence shall restrict the passage of a two (2) inch diameter sphere. **Climbable antenna support structures shall only be permitted in non-residential zoning districts.**

(g) **Lots or parcels over one (1) acre.** Lots or parcels in residential zones ~~zoning districts~~ **over one (1) acre** shall be limited to not more than one antenna support structure in excess of thirty-five (35) feet in height above grade per building containing one or more dwelling units. ~~A second support structure, which is thirty-five (35) feet or less in height, shall be permitted, and may be accompanied by antenna(s) of up to twenty-five (25) feet of additional height.~~ **The maximum height of the antenna support structure, plus the antenna(s) shall not exceed fifty (50) feet in height above grade. In addition, an antenna support structure, plus the antenna(s) shall be set back from the nearest property line a distance equal to structural height.**

(h) **Lots or parcels under one (1) acre.** Lots or parcels in residential zoning districts ~~under one (1) acre~~ **may be granted a Conditional Use Permit as described in Section 1145, which would be limited to not more than one (1) antenna support structure in excess of thirty-five (35) feet in height above grade per building containing one or more dwelling unit. The maximum height of the antenna support structure, plus the antenna(s) shall not exceed fifty (50) feet in height above grade. In addition, an antenna support structure, plus the antenna(s) shall be set back from the nearest property line a distance equal to structural height.**

(i) An antenna support structure shall be inspected annually and maintained in a safe condition by the owner or operator. Such owner or operator shall notify the Planning and Zoning Administrator if requisite safety standards are no longer being met and what steps are being taken to remedy the situation. The owner or operator of such structure shall maintain a record of inspections on file and a log of routine maintenance as well as work undertaken in response to inspections.

(i) Upon cessation of ownership or leasehold rights in an antenna support structure, the operator or property owner shall remove such structure within ninety (90) days, or within thirty (30) days of receipt of final written notice from the Municipality to do so. Where the new owner or leaseholder is a licensed amateur radio operator, such person may retain said structure after its inspection and written notice to the Planning and Zoning Administrator of intention to do so and to assume responsibility for same under this section.

1193.04 1193.05 COMMERCIAL, PUBLIC, AND SEMI-PUBLIC ANTENNAS, SUPPORT AND EQUIPMENT STRUCTURES.

Commercial, public, and semi-public antennas, radio and television antennas, microwave and other wireless ~~communication antennas~~ **communications facilities**, dish antennas, antenna-support structures, towers, and equipment structures, are permitted as primary or accessory uses, subject to Site Plan Review of Chapter **1141** under the ~~following conditions~~ **terms and conditions set forth in this Section. Installation of small cell facilities in public rights-of-way shall be governed by §§1193.06 through 1193.065.**

(a) Antenna support structures with antenna, **and towers**, may be located as follows:

(1) On property or existing buildings in any commercial or industrial zone where located not closer than five hundred (500) feet from any residential unit in any residential zone, subject to review by the Planning and Zoning Commission. ~~Support structures. Towers shall be excluded from Municipality park, cemetery, and museum property, provided that public communication structures qualifying as essential services as defined in this chapter shall not be so excluded.~~

(2) On property or existing buildings in any residential zone where located not less than five hundred (500) feet from any residential unit in any residential zone, subject to review by the Planning and Zoning Commission. Support structures. ~~Towers shall be excluded from Municipality park, cemetery, and museum property, provided that public communication structures qualifying as essential services as defined in this chapter shall not be so excluded.~~

(3) **All towers placed or constructed within the City shall be designed to have a stealth appearance, including by use of alternative tower structures, to be aesthetically and architecturally compatible with the surrounding built or natural environment. All wireless communications facilities collocated on antenna support structures shall be designed to have a stealth appearance, which may include concealment in RF-transparent material, color, or other techniques to make the facility aesthetically and architecturally compatible with the surrounding built or natural environment.**

(b) Antennas and antenna arrays, independent of antenna support structures normally accompanying their use, may be located as follows **An antenna support structure may consist of the following:**

(1) ~~On~~ Existing buildings or structures in commercial and industrial zones.

(2) ~~In any zone on~~ Existing tall structures, excluding those provided for in Section 1493.02 **1193.03** and 1493.03 **1193.04**, such as communication towers power transmission towers and poles, stadium and athletic field lighting standards, water storage tanks, ~~street light standards along expressways and major and regional streets as defined by the Municipality's thoroughfare plan, and on or within other similar tall structures as determined by the Planning and Zoning Administrator.~~

(c) Structures for housing of equipment required to operate an antenna, not higher than twelve (12) feet above grade nor greater than three hundred (300) square feet in area, may be constructed in proximity to an antenna support structure or existing tall **structure wireless communications facility** as accessory to each antenna array or user of an antenna support structure **wireless communications facility**. A single, larger structure may be built for multiple users, provided that total floor area does not exceed six hundred (600) square feet. An equipment structure may also be treated as a mechanical appurtenance or penthouse on the roof of an existing building on which the antenna, antenna array, or antenna support structure is erected. Where the equipment structure is erected at grade, color and character of the exterior surface shall be aesthetically and architecturally compatible with buildings in the surrounding area.

(d) Except in LM and PID Zones, ~~antenna support structures towers~~ shall maintain a setback from the nearest property line a distance at least equal to the height of the structure ~~provided that a structure mounted on the roof of a building shall not be so restricted~~ **Antennas mounted on the roof of an antenna support structure shall not, in combination with the structure, exceed the maximum height permitted in the zoning district.**

(e) Overall antenna **tower** height covered under this Section shall be limited to not more than one hundred fifty (150) feet above grade.

(f) Required submittals accompanying applications:

(1) **Completed application form and application fee;**

(2) **A scaled and dimensioned site plan (not less than 1" = 50') clearly indicating the following:**

(A) **Location, type and height of the proposed wireless communications facility (height includes height of antenna and antenna support structure if the facility is being located on an existing antenna support structure; height includes total height from grade for a tower);**

(B) **The existing or proposed lease area and parcel boundaries for the site;**

(C) On-site land uses and zoning, and adjacent land uses and zoning (including adjacent land outside municipal boundaries, if applicable);

(D) Adjacent roadways and rights-of-way;

(E) Any buildings within 100 feet of the property boundary;

(F) Proposed means of pedestrian and/or vehicular access as applicable to the type of facility;

(G) The setback distance between the proposed wireless communications facility, equipment structures or cabinets, and the nearest property lines;

(H) Elevation drawings of the proposed wireless communications facilities, including material specifications for all associated site improvements; and

(I) Any other proposed improvements, including but not limited to structures, grading, tree removals and replacement, topography, parking, and other information necessary to determine compliance with the provisions of this Section.

(3) Legal description and/or property survey of the parent tract and leased parcel (if applicable);

(4) For all new towers, the separation distance from other existing and planned wireless communications facilities shall be shown on a map, and shall include latitudinal and longitudinal location coordinates of such existing and planned facilities. The applicant shall also identify the type of construction of the existing wireless communications facilities and the owner/operators of the existing facilities, if known;

(5) For all new towers, a landscape and screening plan showing proposed landscape materials, quantities, installation sizes, and/or fencing materials, to screen the base of the tower and any accessory equipment structure, compliant with Chapter 1191 of the Codified Ordinances;

(6) A written statement that the applicant complies with applicable requirements of this Section and all applicable federal, state, or local laws, including those of the FCC and FAA;

(7) For all new towers, a structural analysis sealed by an engineer affirming that the proposed tower will accommodate collocation of additional antennas as required by division (i) of this Section;

~~(1) Applicant must provide a written statement that the proposed antenna and antenna support wireless communications facility is compliant with: antenna and antenna support structure site federal registration; federal law and regulations concerning maximum exposure to non-ionizing radiation and ionizing radiation standards, singly or as co-located, recertified biannually.;~~

~~(2) Applicant must provide an analysis of the visual impact of the antenna support structure on the surrounding area. Such analysis shall include points-of-view renderings of the structure to scale in its proposed setting, with special attention to adjoining residential areas, including proposed landscaping to screen the structure base and any accessory building.~~

(g) No placement of new antenna support structures **towers** shall be permitted unless the Planning and Zoning Commission finds credible evidence establishing to a reasonable certainty one or more of the following:

(1) No existing antenna support structure, ~~tall structure or building~~ **or tower** is located in the area in which the applicant's equipment must be located, or

(2) No existing antenna support structure or ~~tall structure or building~~ **tower** in the area is of sufficient height to meet the applicant's requirements and the deficiency cannot be remedied at reasonable cost, or

(3) No existing antenna support structure or ~~tall structure or building~~ **tower** within the area has sufficient structural strength to support the applicant's equipment and the deficiency cannot be remedied at reasonable cost, or

(4) Electromagnetic interference would occur between the applicant's and existing equipment and such interference cannot be eliminated at reasonable cost, or

(5) The fees, costs or contractual provisions required by the owner to co-locate on existing antenna support structure ~~tall structure or building~~ **or tower** are unreasonable relative to industry norms, or

(6) The applicant demonstrates that there are other factors that render existing antenna support structures, ~~tall structures or buildings~~ **or towers** unsuitable or unavailable for co-location. The cost of eliminating impediments to ~~co-location~~ **collocation** shall be deemed reasonable if it does not exceed ~~by twenty-five (25) percent~~ **one hundred twenty-five percent (125%)** of the cost of constructing a new antenna support structure **tower** on which to mount the applicant's equipment.

(h) If the Planning and Zoning Commission determines it necessary to consult with an expert in considering the factors listed in subsection (g) above, all reasonable costs and expenses associated with such consultation shall be borne by the applicant. Failure to pay such costs and expenses or provide information requested by the Planning & Zoning Commission shall be grounds for denial or the withholding of the issuance of a building permit until such costs have been paid.

(i) Unless shown to be unreasonable, a condition of approval shall be to construct ~~an antenna support~~ **the tower** so as to accommodate the ~~co-location~~ **collocation** of at least three additional antenna arrays similar in size and function to that placed by the applicant. The additional ~~co-location~~ **collocation** sites shall be made available at prevailing rates in the industry and under standard contractual provisions. Failure to do so shall be considered grounds for denying approval or voiding of approvals given.

(j) Any modification which significantly alters the appearance, height, or structural integrity of ~~an antenna support structure~~ **a tower** or which involves the installation of antenna equipment differing in size or function from that previously installed shall require the approval of the Planning and Zoning Commission.

(k) Additional approval by the Planning and Zoning Commission shall not be required for ~~co-location~~ **collocation** on an existing antenna support structure **or tower**, provided the ~~co-located~~ **collocated** antenna array and equipment is similar in size and function to that installed by the applicant of the approved **tower or** antenna support structure. Such ~~co-location~~ **collocation** shall be subject to review and approval of the Planning and Zoning Administrator. **All applications for location of a wireless communications facility in the Old Town Overlay District, Historic District, and Preservation Districts, or on a designated Landmark as defined in §1139.02 of the Codified Ordinances, shall be subject to review for a certificate of appropriateness from the Landmarks Commission pursuant to §1175.01 of the Codified Ordinances.**

(l) No advertising or business signs shall be allowed on structures ~~covered under this section~~ **wireless communications facilities.**

(m) No signals, lights or illumination not required by the FCC, FAA, or Municipality may be placed on structures ~~covered by this Section~~ **wireless communications facilities.** Any such required signal or light shall be shielded to prevent downward transmission of light **unless such shielding is contrary to an express requirement of the FCC, FAA, or other regulating authority having jurisdiction over the facility.**

(n) ~~Antenna support structures~~ **All wireless communications facilities and accessory equipment structures** shall have an exterior finish that preserves their structural integrity and visual appearance.

(o) Structures covered under this Section shall require a building permit prior to erection, enlargement, and increase in height or relocation. The application for a permit shall include construction drawings showing the proposed method of installation, including details of structural support, footing, foundation, guys, braces, anchors, and such other information as required by the Planning and Zoning Administrator to assure proper engineering practice. A site plan and other illustration drawn to scale shall be provided showing the lot or parcel on which the structure is to be erected, all structures on site, all structures within two hundred (200) feet of the site, all structural elements, and all other relevant information.

(p) ~~Antenna support structures~~ **Towers** shall be inspected annually and maintained in a safe condition by the owner or operator. Such owner or operator shall notify the Planning and Zoning Administrator if requisite safety requirements are no longer being met and the steps being taken to remedy the situation. The owner or operator shall maintain inspection reports on file and a log of routine maintenance as well as work undertaken in response to inspection reports.

(q) The owner or operator of an ~~antenna or antenna support structure~~ **a wireless communications facility** shall give notice to the Planning and Zoning Administrator when such equipment is no longer in use. Any such equipment no longer used for a continuous period of six (6) months or which no longer meets safety standards in the view of the Planning and Zoning Administrator shall be removed ~~it shall be removed~~ within sixty (60) days of written notice by the Municipality to do so. If not removed within such sixty (60) day period, the Municipality may remove it at the owner's expense.

(r) **The following provisions shall apply to administrative review of applications to place, construct, or modify wireless communications facilities under this Section:**

(1) **Applications to place, construct, or modify wireless communications facilities will receive a decision within a reasonable period of time after the application is filed; one hundred fifty days for applications to install a new tower, and ninety days for collocation on an existing tower or antenna support structure, are presumed to be reasonable.**

(2) **The presumptive reasonable time for decision on an application as provided in 1193.05(r)(1) may be waived, tolled, or extended for a definite period of time by mutual agreement of authorized agents of the City and the applicant.**

(3) **The Planning and Zoning Commission, Landmarks Commission, Planning and Zoning Administrator, or other reviewing official, if denying an application to place, construct, or modify a wireless communications facility, will provide such decision to the applicant in writing. The decision shall be supported by substantial evidence contained in a written record, which shall be provided either in the same writing as the decision or essentially contemporaneously with the decision.**

(s) **Temporary wireless communications facilities may be approved by the Planning and Zoning Administrator for a period not to exceed thirty days. The Planning and Zoning Administrator may permit one thirty-day extension of the approval for a temporary facility. All temporary wireless communications facilities shall be subject to height and setback requirements of this Section; be accompanied by temporary screening to minimize visual impact on its surroundings; not emit noise audible from a distance of fifty feet or more from the property line or cause inconvenience or annoyance to persons of ordinary sensibilities; and comply with all federal, state, and local laws, rules, and regulations concerning operation of temporary wireless communications facilities.**

(t) **Nonconforming towers shall be permitted to continue their use as they exist as of the date of adoption or amendment of this Section. Routine maintenance of nonconforming towers is permitted. If the nonconforming tower is damaged or destroyed by forces outside the owner's control (force majeure), it may be replaced by a tower of like construction and height serving the same purpose without having to obtain zoning approval; it shall still be subject to all building, electrical, and similar permit requirements.**

Such re-construction must be completed within one year of the nonconforming tower's damage or destruction.

1193.06 SMALL-CELL FACILITIES IN MUNICIPAL RIGHTS-OF-WAY

(a) *General Requirements.* The following requirements shall apply to all small cell facilities and wireless support structures proposed within the right-of-way.

- (1)** No person shall occupy or use the right-of-way except in accordance with law.
- (2)** In occupying or using the right-of-way, no person shall unreasonably compromise the public health, safety, and welfare.
- (3)** No person shall occupy or use the right-of-way without first obtaining any requisite consent of the City. Before placing small cell facilities or wireless support structures in the right-of-way, an operator must apply for and receive a general right-of-way permit under this Section. This provision shall not be construed to waive application fees or any other construction or work permit necessary for work in the City.
- (4)** The provisions of 1193.06 through 1193.065 shall not be construed to permit the construction and operation of wireline backhaul facilities, which shall continue to be subject to Chapter 1197 of the Codified Ordinances.

(b) *Pre-Application Conference.*

(1) *Purpose.* Applicants are strongly encouraged to contact the City and request a pre-application conference. This meeting will provide an opportunity for early coordination regarding proposed small cell facilities and wireless support structure locations and design, and the application submittal and review process, to avoid any potential delays in the processing of an application and deployment of small cell facilities and wireless support structures in the City.

(2) *Appointment Required.* An appointment is required for all pre-application conferences. Applicants must contact the designated City staff member as noted on the application form, who will provide applicants an appointment with all applicable City representatives in a timely manner.

(c) *Application Required.* In accordance with federal and state law and the Codified Ordinances, an operator may apply to the City to collocate a small cell facility on an existing wireless support structure and to construct, maintain, modify, operate, or replace wireless support structures in, along, across, upon, and under the city rights-of-way. Anyone seeking to collocate a small cell facility on an existing wireless support structure and/ or to construct, maintain, modify, operate, or replace wireless support structures in, along, across, upon, and under the city rights-of-way shall first duly file a written application with the City, in accordance with the requirements in this section and additional requirements set forth in the Design Guidelines as modified from time to time by the City.

(d) *Required Application Materials.* Unless otherwise required by state or federal law, all applicants shall submit to the City materials and information associated with each application as outlined in the Design Guidelines in order for the application to be considered complete.

1193.061 APPLICATION REVIEW TIMEFRAMES AND PROCESS

(a) *Permit Application Review Timeframes.*

(1) *Collocation of Small Cell Facilities on Existing Wireless Support Structures.* The City shall grant or deny its consent for requests to collocate, or to replace or modify a small cell facility on, or associated with, an existing wireless support structure not later than ninety (90) days after the date of filing by an entity of a completed application.

(2) *New Wireless Support Structures and Associated Small Cell Facilities.* The City shall grant or deny its consent for requests to construct, modify, or replace a wireless support structure associated with a small cell facility within the right-of-way not later than one hundred twenty (120) days after the date of filing by an entity of a completed application.

(3) *Wireless Support Structure and/or Small Cell Facilities Removal.* The City shall grant or deny its consent for requests to remove wireless support structures associated with small cell facilities from the right-of-way typical to the review timeframes for the General Right-of-Way Permit required for this activity.

(4) *Eligible Facilities Request.* The City shall approve Eligible Facilities Requests in accordance with Ohio Revised Code Chapter 4939, 47 C.F.R. 1.40001, and this Chapter not later than sixty (60) days after the date of filing by an entity of a submitted application.

(b) *Failure to grant or deny within prescribed timeframes.* If the City fails to approve or deny a request for consent under this section or a request for a relevant work permit within the timeframes required under 1193.061(A), provided the time period is not tolled under 1193.061(D) or extended with the written consent of the applicant and the Mayor, the request shall be deemed granted upon the requesting entity providing notice to the City that the time period for acting on the request has lapsed.

(c) *Application denials.*

(1) The City shall not unreasonably withhold or deny consent for small cell facilities and wireless support structures within the right-of-way.

(2) If a request for consent is denied, the City shall provide in writing its reasons for denying the request, supported by substantial, competent evidence, and such information as the applicant may reasonably request to obtain consent. The denial of consent shall not unreasonably discriminate against the entity requesting the consent.

(3) Except in the case of a public utility subject to the jurisdiction and recognized on the rolls of the public utilities commission or of a cable operator possessing a valid franchise awarded pursuant to the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 541, the City, for good cause shown, may withhold, deny, or delay its consent to any person based upon the person's failure to possess the financial, technical, and managerial resources necessary to protect the public health, safety, and welfare.

(d) *Tolling of required timeframes.*

(1) The time periods required in §1193.061(A) may be tolled only:

(A) By mutual agreement between the entity requesting consent and the city;

(B) In cases where the city determines that the application is incomplete; or

(C) If the number of requests for consent for small cell facilities or wireless support structures received is likely to result in difficulty processing applications within the time limits set forth in §1193.061(A) due to the lack of resources of the city, then the City may toll the time limits as follows:

i. The time period may be tolled for up to twenty-one days for the first fifteen small cell facility or wireless support structure requests received by the city above the thresholds provided in the Table below within any consecutive thirty-day period:

Population of city at time Small Cell Facility or	Number of Applications:
---	-------------------------

Wireless Support Structure Applications are received:	
30,000 persons or less	15 applications or more
30,001 to 40,000 persons	20 applications or more
40,001 to 50,000 persons	25 applications or more
50,001 to 60,000 persons	30 applications or more
60,001 to 100,000 persons	60 applications or more

ii. Further, for every additional fifteen requests that the City receives above the thresholds provided in the Table above the City may toll the time period for those requests for up to fifteen days in addition to the time period provided in division (1)(c)(1) of this section.

iii. In no instance shall the City toll the time period for any small cell facility or wireless support structure request by more than ninety consecutive days. Upon request, the City shall provide an operator written notice of the time limit for a small cell facility or wireless support structure request.

(2) To toll the time period for incompleteness, the City shall provide written notice to the person requesting consent not later than thirty days after receiving the request, clearly and specifically delineating all missing documents or information. The missing documents or information shall be reasonably related to determining whether the request meets the requirements of applicable federal and state law. Any notice of incompleteness requiring other information or documentation, including information of the type described in section 4939.0313 of the Ohio Revised Code or documentation intended to illustrate the need for the request or to justify the business decision for the request, in accordance with state and federal law, does not toll the time period for incompleteness.

(3) The time period for granting or denying consent resumes when the entity makes a supplemental submission in response to the City's notice of incompleteness.

(4) If a supplemental submission is inadequate, the City shall notify the entity not later than ten days after receiving the supplemental submission that the supplemental submission did not provide the information identified in the original notice that delineated missing documents or information. The time period may be tolled in the case of second or subsequent notices under the procedures identified in divisions (1) to (3) of this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.

(e) *Consolidated application for multiple small cell facilities and/or wireless support structures.*

(1) Applicants seeking to construct, modify, collocate, or replace more than one small cell facility or more than one wireless support structure may file, at the applicant's discretion, a consolidated application for up to 30 small cell facility requests or up to 30 wireless support structure requests in a single application and receive a single permit for the construction, modification, collocation, or replacement of the small cell facilities or wireless support structures subject to the following:

(A) This single application may be filed for multiple small cell facilities or multiple wireless support structures only if they are of substantially the same type.

(B) The city may separately address small cell facility collocations or wireless support structures for which incomplete information has been received or which are denied.

(2) In the case of a consolidated application, the fees provided for in section 4939.0316 of the Ohio Revised Code and 1193.064 may be cumulative. However, the city, at its discretion may opt to reduce such fees in order to encourage consolidated application submittals.

(3) In the case of a consolidated application, each small cell facility or wireless support structure proposed to be constructed, modified, collocated on, or replaced shall constitute a separate request for consent for purposes of tolling the response deadline as authorized under section 4939.036 of the Ohio Revised Code and 1193.061(D)(1) herein. A request by a single operator for a new or replacement wireless support structure and associated small cell facility constitutes one request.

(f) *Timeframe for completion of work authorized by permit.*

(1) Collocations of small cell facilities on existing wireless support structures and the construction of new wireless support structures and/or associated small cell facilities for which permits have been granted shall be completed by the operator or its agent within one hundred eighty days after issuance of the permit, unless:

(A) The City and the operator agree to extend this period; or

(B) A delay is caused by make-ready work for a City-owned wireless support structure or decorative pole or by the lack of commercial power or backhaul availability at the site, provided that:

i. The operator has made a timely request within sixty days after the issuance of the permit for commercial power or backhaul services; and

ii. The additional time to complete installation does not exceed three hundred sixty days after issuance of the permit.

(2) If divisions (1)(a) and (b) of this section cannot be met, the permit shall be void unless the City grants an extension in writing to the operator.

(g) *Small Cell Facility and Wireless Support Structure activities not requiring consent.*

(1) City consent shall not be required for either of the following activities conducted in the right-of-way:

(A) Routine maintenance of wireless facilities;

(B) The replacement of wireless facilities with wireless facilities that are consistent with the City's current design requirements and guidelines and that are either:

i. Substantially similar to the existing wireless facilities; or

ii. The same size or smaller than the existing wireless facilities.

1193.062 DESIGN GUIDELINES

(a) The Mayor shall promulgate detailed Design Guidelines with objective, technically feasible criteria applied in a non-discriminatory manner that reasonably match the aesthetics and character of the immediate area regarding all of the following, which the city shall consider in reviewing an application:

(1) The location of any ground-mounted small cell facilities;

(2) The location of a small cell facility on a wireless support structure;

(3) The appearance and concealment of small cell facilities, including those relating to materials used for arranging, screening, and landscaping;

(4) The design and appearance of a wireless support structure.

(b) The Design Guidelines shall provide examples of small cell facilities preferences including visual depictions.

(c) The provisions in this section shall not limit or prohibit the Mayor's discretion to promulgate and make publicly available other information, materials or requirements in addition to, and separate from, Design Guidelines so long as the information, materials, or requirements do not conflict with state or federal law.

(d) The Mayor shall have authority to update or supplement the Design Guidelines to address relevant changes in law, technology, or administrative processes. In the event of any conflict between the Design Guidelines and the standards articulated in 1193.06 through 1193.065 of this Chapter of the City of Canal Winchester Codified Ordinances, the language of 1193.06 through 1193.065 shall take precedence over the language of the Design Guidelines.

1193.063 STANDARD CONDITIONS OF PERMIT APPROVAL

(a) *Standard conditions of approval.* Permission to site small cell facilities and wireless support structures in the right-of-way shall be conditioned on compliance with the standard conditions of approval provided in this 1193.063. The Mayor or his or her designee may add or modify conditions of approval as necessary or appropriate to protect and promote the public health, safety, and welfare.

(b) *Small Cell Facility Permit duration.* The City's approval term of an attachment to a wireless support structure shall be for a period of not less than ten years, with presumption of renewal for successive five-year terms, subject to terms providing for early termination or nonrenewal for cause or by mutual agreement and unless otherwise agreed to by both the operator and the city, except for generally applied permitting to safeguard the public health, safety, and welfare. An operator may remove its small cell facilities at any time subject to applicable permit requirements and may stop paying annual charges or fees under 1193.063(N).

(c) *Compliance with all applicable laws.*

(1) Permittees shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.

(2) If state or federal standards and regulations are amended, the owners of the small cell facilities and/or wireless support structures governed by this chapter shall bring any facilities and/or structures into compliance with the revised standards and regulations within six months of the effective date of the standards and regulations, unless a different compliance schedule is mandated by the regulating agency. Failure to bring small cell facilities and/or wireless support structures into compliance with any revised standards and regulations shall constitute grounds for removal at the owner's expense.

(d) *Inspections; emergencies.* The City or its designee may inspect small cell facilities and wireless support structures in the right-of-way upon reasonable notice to the permittee. The permittee shall cooperate with all inspections. The City reserves the right to support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.

(e) *Relocation or adjustment as requested by City.* If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, an operator shall relocate or adjust its facilities within the right-of-way at

no cost to the City, as long as such request similarly binds all users in or on such right-of-way. Such relocation or adjustment shall be completed in accordance with law.

(f) *Contact information for responsible parties.* Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address, and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Department of Public Works.

(g) *Indemnification.* Any operator who owns or operates small cell facilities or wireless support structures in the right-of-way shall indemnify, protect, defend, and hold the City and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the operator who owns or operates small cell facilities and wireless service in the right-of-way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the right-of-way.

(h) *Interference with public safety radio services.* In occupying or using the right-of-way, no person shall unreasonably compromise the public health, safety, and welfare. Permittees shall comply with the applicable provisions of 47 CFR 22.970-973 and 47 CFR 90.672-675 respectively, which define unacceptable interference, state the obligations of licensees to abate unacceptable interference, provide interference resolution procedures, and set forth a discretionary information exchange between public safety licensees and other licensees.

(i) *Adverse physical impacts on adjacent properties.* Permittee shall undertake all reasonable efforts to avoid undue adverse physical impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the small cell facility and/or wireless support structure.

(j) *Good condition required.* Small cell facilities and wireless support structures shall at all times be kept and maintained in good condition, order, and repair by qualified maintenance and construction personnel, so that the same shall not menace or endanger the health, safety or welfare of any person or property. Examples of poor condition include, but are not limited to: peeling, flaking, or blistered paint; rust or other visible deterioration of materials; or failure to maintain required landscape screening. All small cell facilities and wireless support structures shall be subject to generally applicable property maintenance requirements and to visual inspection by code enforcement officers. Notices of violation shall be served as provided in the Property Maintenance Code. The notice shall provide that the operator has 30 days from date of service of the notice to appeal the notice to the Planning and Zoning Commission or remedy the violation. If that time expires without appeal or remedy to the satisfaction of the City, the City may remedy the violation and charge the costs of said remedy to the operator.

(k) *Graffiti abatement.* Permittee shall remove any graffiti on the small cell facility at permittee's sole expense.

(l) *RF exposure compliance.* All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards.

(m) *Relocation for public improvement projects.* Permittee shall remove and relocate the permitted small cell facility and/or wireless support structure at permittee's sole expense to accommodate construction of a public improvement project by the City.

(n) *Removal of small cell facilities if use discontinued or abandoned.*

(1) In the event that the use of a small cell facility and/or wireless support structure is discontinued, the owner or operator of the small cell facility and/ or wireless support structure shall submit a request for consent to remove the wireless support structure or small cell facility, as provided in §1193.061(A)(3), which shall serve as the notice required to the City of its intent to discontinue use and the date when the use shall be discontinued. If the small cell facility and/or wireless support structure is not removed within 365 days of discontinued use, the small cell facility and/ or wireless support structure shall be considered abandoned and the City may remove it at the owner's expense.

(2) Small cell facilities and wireless support structures determined by the City to be abandoned without notice from the owner may be removed by the City at the owner's expense to ensure the public health, safety, and welfare.

(3) The City reserves the right to inspect and to request information from the operator, which the operator shall provide following such request, as to the continued use of the operator's small cell facility(ies) or wireless support structure(s) within the right-of-way.

1193.064 SAFETY REQUIREMENTS

(a) *Prevention of failures and accidents.* Any person who owns a small cell facility and/or wireless support structure sited in the right-of-way shall at all times employ ordinary and reasonable care and install and maintain in use industry standard technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

(b) *Compliance with fire safety and FCC regulations.* Small cell facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.

(c) *Surety bond or equivalent financial tool for cost of removal.* All owners must procure and provide to the city a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of 1193.06 through 1193.065. The bond or equivalent financial method must specifically cover the cost of removal of unused or abandoned small cell facilities and/ or wireless support structures or damage to city property caused by an operator or its agent of each small cell facility and/ or wireless support structure in case the city has to remove or pay for its removal. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.

1193.065 RECOVERY OF COSTS

(a) *Application processing fee.* For processing an application for consent, the City may charge a fee for each small cell facility and wireless support structure requested as prescribed under section 4939.0316 of the Ohio Revised Code and as listed on the associated application forms which shall be made available by the Department of Public Works. The City may adjust this fee ten per cent every five years, rounded to the nearest five dollars.

(b) *Annual collocation fee.* For reimbursement for operator's attachment of small cell facilities to wireless support structures owned or operated by the city and located in the right-of-way, the City may charge an annual fee as prescribed in 4939.022 of the Ohio Revised Code and as listed on associated application forms which shall be made available by the Department of Public Works. The city may adjust this fee ten per cent every five years, rounded to the nearest five dollars.

(c) *Tax liabilities and assessments not applicable.* Placement of small cell facilities in the right-of-way or attachment of small cell facilities to a wireless support structure and any fees associated therewith shall not subject the City to any state or local tax liabilities or assessments.

1193.066 SEVERABILITY

The provisions of 1193.06 through 1193.065 of this chapter are severable. If any provision or subsection, or the application of any provision or subsection to any person or circumstances is held

invalid, the remaining provisions, subsection, and applications of such ordinance to other persons or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in this chapter when originally adopted by Council.

Section 2. The Council hereby determines that all deliberations and votes of a public body regarding this Ordinance were conducted in an open meeting in compliance with Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall take effect at the earliest date allowed by law.

DATE PASSED _____
PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

ORDINANCE NO. 18-038

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AMENDED AND RESTATED JOINT SELF-INSURANCE AGREEMENT WITH THE CENTRAL OHIO HEALTH CARE CONSORTIUM FOR THE PROVISION OF HEALTHCARE BENEFITS FOR CITY OFFICERS AND EMPLOYEES

WHEREAS, the City previously entered into a joint self-insurance agreement with the Central Ohio Health Care Consortium effective January 1, 1992, and established a joint self-insurance program to provide health care benefits for its officers and employees; and,

WHEREAS, based on the recommendation of the Director of Public Service, Council hereby finds and determines it is in the best interest to further extend the term of the amended agreement; and,

WHEREAS, the term of the amended and restated agreement shall be January 1, 2019 through December 31, 2021.

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

Section 1. That the Mayor or designee be, and hereby is, authorized and directed to enter into the Amended and Restated Joint Self-Insurance Agreement with the Central Ohio Health Care Consortium, hereby attached as Exhibit 1.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

ORDINANCE NO. 18-039

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A HEALTH SERVICES CONTRACT WITH FRANKLIN COUNTY PUBLIC HEALTH

WHEREAS, Council hereby finds and determines that it is in the best interest of Canal Winchester to enter into a contract with Franklin County Public Health to provide health services to the municipality as required of a City; and,

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of Canal Winchester with Franklin County Public Health for health services to the municipality for the period beginning January 1, 2019 through December 31, 2019 as detailed in Exhibit A and incorporated herein by reference.

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

DATE PASSED _____

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

October 12, 2018

Mayor Michael Ebert

The City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, OH 43110

Mayor Ebert:

On behalf of the Franklin County Board of Health, I would like to thank you for your commitment to a safe and healthy community. In addition to our public health services, Franklin County Public Health staff worked this year with community partners to create our 2018-2020 Community Health Improvement Plan. We invite you to review the plan and consider engaging with us as we work to implement the strategies and activities of the plan.

Our day to day work of preventing disease, promoting healthy living and protecting against public health threats continues to grow as your community grows. As we move toward, Franklin County Public Health is requesting a per capita rate of \$8.61 for public health services in 2019. Based on the per capita rate and latest MORPC population estimate of 8,671, the cost of your 2019 contract will be \$74,657.31.

Enclosed are two original contracts for your signature. Please sign and return both to the attention of Alycia Burkitt. A fully executed contract will be returned to your office. If you need further assistance or have questions, please call me at (614) 525-4722 or our Director of Financial and Business Operations, John Wolf, at (614) 525-3938. As always, we are willing to attend any city council, committee or administration meetings to answer questions.

We look forward to continuing our collaboration and partnership in 2019.

Sincerely,



Joe Mazzola, MPA
Health Commissioner

Enclosures

cc: John Wolf, Director of Finance and Business Operations
File

	Per Capita	Total Contract
2018	\$8.28	\$65,569.32
2017	\$7.89	\$61,147.50
2016	\$7.51	\$55,494.58
2015	\$7.16	\$52,471.74

2018 to 2019
 \$9,087.99 or 14% increase
 * \$6,474.72 due to pop. increase
 * \$2,613.27 due to per capita increase

CONTRACT
Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF CANAL WINCHESTER

This contract entered into by and between the City of Canal Winchester (hereafter referred to as "City"), with its principal address being 36 South High Street, Canal Winchester, OH, 43110, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2019 Public Health Services under the approval of Resolution No.18-105 dated September 12, 2018.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 22, 2018, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

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

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

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

SECTION 1 – SERVICES

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall

include enforcement of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

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

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 2 – TERM

Said public health services shall be furnished beginning January 1, 2019 and ending December 31, 2019 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3 – COMMUNICATION

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

SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.61.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2019 and 50% of the total contract amount in June 2019 through the

process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor. The sum for 2019 shall not exceed \$74,657.31, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

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

SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

The City, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 6 – APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance _____ dated _____.

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

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

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF CANAL WINCHESTER, OHIO

Mayor Michael Ebert Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Canal Winchester, Ohio

FINANCIAL CERTIFICATE

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

FISCAL OFFICER
City of Canal Winchester, Ohio

DATE

**EXHIBIT A
SCOPE OF WORK**

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2019 as set forth below ("Services").

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

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

List of Functions, Programs and Services
Administrative Services:
Administration
Budget, Accounts Payable, Accounts Receivable
Communication & Marketing
Grant Writing & Management
Records Management
Reports - Financial & Statistical
Data Services:
Community Health Assessment
Health Data
Environmental Health:
Food Service Operation Licensing, Inspection & Education
Healthy Homes (Lead, Radon) Inspection & Education
Mosquito Control Services & Education
Nuisance & Vector Control Enforcement & Education
Plumbing & Medical Gas Inspections
Public Swimming Pool & Spa Licensing, Inspection & Education
Rabies Surveillance - Animal bite investigation and follow up
Retail Food Establishment Licensing, Inspection & Education
School Facilities Inspection & Education
Sewage Treatment System Permitting, Inspection & Education
Smoke Free Workplace Enforcement & Education
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement
Tattoo & Body Piercing Permitting, Enforcement & Inspection
Temporary Park Camp Licensing, Enforcement & Inspection
Water Quality Permitting, Testing & Education
Emergency Preparedness:
Community Outreach and Education
Injury Prevention/Opiate Crisis Programs & Education

Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Health Promotion:
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
Health Systems & Planning:
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Occupational Health:
Immunizations and screenings - Fee for Service
Maternal & Child Health:
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

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

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

ORDINANCE No. 18-040

2019 APPROPRIATIONS ORDINANCE

City of Canal Winchester

(Revised Code Sec. 5705.38)

An ORDINANCE to make final appropriations for Current Expenses and other Expenditures of the City of Canal Winchester State of Ohio, during the fiscal year ending December 31, 2019.

SECTION 1. BE IT RESOLVED by the Council of the City of Canal Winchester, State of Ohio, that, to provide for the current expenses and other expenditures of the said City of Canal Winchester, during the fiscal year ending December 31, 2019, the following sums be and they are hereby set aside and appropriated as follows, viz:

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

Sheriff	100-100		
Operating Expenses		\$ 1,182,000.00	
Capital Outlay		\$ 45,000.00	
Total Sheriff			\$ 1,227,000.00
County Health Department	100-200		
Operating Expenses		\$ 83,500.00	
Total County Health Department			\$ 83,500.00
Human Services	100-201		
Operating Expenses		\$ 63,100.00	
Total Human Services			\$ 63,100.00
Cemetery:	100-202		
Operating Expenses		\$ 1,000.00	
Total Cemetery			\$ 1,000.00
Community Center	100-300		
Personal Services		\$ 80,750.00	
Operating Expenses		\$ 18,250.00	
Capital Outlay		\$ 3,000.00	
Total Community Center			\$ 102,000.00
Parks	100-301		
Personal Services		\$ 234,000.00	
Operating Expenses		\$ 43,400.00	
Capital Outlay		\$ 155,000.00	
Total Parks			\$ 432,400.00
Swimming Pool	100-302		
Operating Expenses		\$ 163,000.00	
Capital Outlay		\$ 18,000.00	
Total Swimming Pool			\$ 181,000.00
Development	100-400		
Personal Services		\$ 320,100.00	
Operating Expenses		\$ 254,200.00	
Capital Outlay		\$ 2,500.00	
Total Development			\$ 576,800.00
Urban Forester	100-410		
Personal Services		\$ 187,350.00	
Operating Expenses		\$ 39,000.00	
Capital Outlay		\$ 41,000.00	
Total Urban Forester			\$ 267,350.00
Mayor	100-500		
Personal Services		\$ 193,150.00	
Operating Expenses		\$ 127,000.00	

Capital Outlay		\$ 1,500.00	
Total Mayor			\$ 321,650.00
Council	100-501		
Personal Services		\$ 132,000.00	
Operating Expenses		\$ 35,950.00	
Capital Outlay		\$ 1,500.00	
Total Council			\$ 169,450.00
Mayor's Court	100-510		
Personal Services		\$ 85,825.00	
Operating Expenses		\$ 18,200.00	
Capital Outlay		\$ 1,000.00	
Total Mayor's Court			\$ 105,025.00
Finance	100-520		
Personal Services		\$ 232,600.00	
Operating Expenses		\$ 66,050.00	
Capital Outlay		\$ 1,400.00	
Total Finance			\$ 300,050.00
Human Resources	100-521		
Personal Services		\$ 65,900.00	
Operating Expenses		\$ 8,800.00	
Capital Outlay		\$ 1,000.00	
Total Human Resources			\$ 75,700.00
Public Service	100-530		
Personal Services		\$ 92,500.00	
Operating Expenses		\$ 22,000.00	
Capital Outlay		\$ 25,000.00	
Total Public Service			\$ 139,500.00
Public Service - Fleet	100-531		
Operating Expenses		\$ 30,000.00	
Capital Outlay		\$ 5,000.00	
Total Public Service - Fleet			\$ 35,000.00
Lands and Buildings	100-540		
Personal Services		\$ 167,700.00	
Operating Expenses		\$ 158,500.00	
Utilities		\$ 280,000.00	
Capital Outlay		\$ 100,000.00	
Total Lands and Building			\$ 706,200.00
Community Affairs	100-550		
Personal Services		\$ 82,175.00	
Operating Expenses		\$ 8,450.00	
Capital Outlay		\$ 1,000.00	
Total Community Affairs			\$ 91,625.00
Community Affairs - Events	100-551		
Operating Expenses		\$ 21,000.00	
Capital Outlay		\$ 1,300.00	
Total Community Affairs - Events			\$ 22,300.00
Information Technology	100-560		
Personal Services		\$ 137,600.00	
Operating Expenses		\$ 28,500.00	
Capital Outlay		\$ 3,000.00	
Total Information Technology			\$ 169,100.00
Administration	100-570		
Operating Expenses		\$ 1,270,100.00	
Transfers/Advances		\$ 1,059,250.00	
Total Administration			\$ 2,329,350.00

Construction Services	100-600		
Personal Services		\$ 179,600.00	
Operating Expenses		\$ 378,000.00	
Capital Outlay		\$ 761,000.00	
Total Construction Services			\$ 1,318,600.00
Streets - Maintenance	100-603		
Operating Expenses		\$ 25,000.00	
Capital Outlay		\$ 35,000.00	
Total Streets - Maintenance			\$ 60,000.00

GRAND TOTAL GENERAL FUND APPROPRIATION:

\$ 8,777,700.00

SECTION 3. That there be appropriated from the following SPECIAL REVENUE FUNDS:

STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND

Office	200-601		
Personal Services		\$ 235,550.00	
Operating Expenses		\$ 4,250.00	
Capital Outlay		\$ 4,000.00	
Total Office			\$ 243,800.00
Fleet	200-602		
Operating Expenses		\$ 129,000.00	
Capital Outlay		\$ 7,000.00	
Total Fleet			\$ 136,000.00
Streets - Maintenance	200-603		
Operating Expenses		\$ 34,500.00	
Capital Outlay		\$ 15,000.00	
Total Streets - Maintenance			\$ 49,500.00
Snow and Ice Removal	200-604		
Operating Expenses		\$ 35,000.00	
Total Snow and Ice Removal			\$ 35,000.00
Total for Street Construction, Maintenance and Repair Fund			\$ 464,300.00

STATE HIGHWAY IMPROVEMENT FUND

Streets - Maintenance	201-603		
Operating Expenses		\$ 23,000.00	
Capital Outlay		\$ 5,000.00	
Total for State Highway Improvement Fund			\$ 28,000.00

MAYOR'S COURT TECHNOLOGICAL FUND A

Mayor's Court	202-510		
Operating Expenses		\$ 2,300.00	
Capital Outlay		\$ 1,500.00	
Total Mayor's Court Technological Fund A			\$ 3,800.00

MAYOR'S COURT TECHNOLOGICAL FUND B

Mayor's Court	203-510		
Operating Expenses		\$ 3,000.00	
Total Mayor's Court Technological Fund B			\$ 3,000.00

PERMISSIVE TAX FUND

Streets - Maintenance	204-603		
Operating Expenses		\$ 59,650.00	
Total Permissive Tax Fund			\$ 59,650.00

BED TAX GRANT FUND			
Council	205-501		
Operating Expenses		\$ 35,000.00	
Total Council			\$ 35,000.00
Administration	205-570		
Operating Expenses		\$ 35,000.00	
Total Administration			\$ 35,000.00
Total Bed Tax Grant Fund			\$ 70,000.00
BWC GRANT FUND			
Human Resources	207-521		
Operating Expenses		\$ -	
Total BWC Grant Fund			\$ -
DILEY RD PITIE FUND			
Administration	209-570		
Operating Expenses		\$ 4,500.00	
Total Diley Rd PITIE Fund			\$ 4,500.00
GENDER RD TIF FUND			
Administration	210-570		
Operating Expenses		\$ 84,000.00	
Total Gender Rd TIF Fund			\$ 84,000.00
CEMETERY FUND			
Public Health	211-200		
Operating Expenses		\$ -	
Total Cemetery Fund			\$ -
<u>GRAND TOTAL SPECIAL REVENUE FUND APPROPRIATION</u>			<u>\$ 717,250.00</u>
SECTION 4. That there be appropriated from the following DEBT SERVICE FUNDS:			
General Obligation Bond Fund	300-571		
Principal		\$ 944,500.00	
Interest		\$ 114,750.00	
Total General Obligation Bond Fund			\$ 1,059,250.00
<u>GRAND TOTAL DEBT SERVICE FUND APPROPRIATIONS</u>			<u>\$ 1,059,250.00</u>
SECTION 5. That there be appropriated from the following CAPITAL PROJECT FUNDS:			
CAPITAL IMPROVEMENTS FUND			
Capital Improvements	400-700		
Capital Outlay		\$ 180,000.00	
Total Capital Improvements Fund			\$ 180,000.00
ISSUE 2/CDBG GRANTS FUND			
Construction Services	401-600		
Capital Outlay		\$ -	
Total Capital Project Fund			\$ -
<u>GRAND TOTAL CAPITAL PROJECT FUND APPROPRIATIONS</u>			<u>\$ 180,000.00</u>

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

WATER FUND			
Administration	500-800		
Personal Services		\$ 494,575.00	
Operating Expenses		\$ 290,925.00	
Capital Outlay		\$ 9,000.00	
Total Administration			\$ 794,500.00
Plant	500-801		
Operating Expenses		\$ 322,500.00	
Capital Outlay		\$ 75,000.00	
Total Plant			\$ 397,500.00
Distribution	500-802		
Operating Expenses		\$ 286,500.00	
Capital Outlay		\$ 110,000.00	
Total Distribution			\$ 396,500.00
Total Water Fund			\$ 1,588,500.00
WATER CONNECTION FUND			
Administration	501-800		
Operating Expenses		\$ 84,750.00	
Total Administration			\$ 84,750.00
Connections	501-803		
Operating Expenses		\$ 113,000.00	
Capital Outlay		\$ 200,000.00	
Total Connections			\$ 313,000.00
Total Water Connection Fund			\$ 397,750.00
SANITARY SEWER FUND			
Administration	510-810		
Personal Services		\$ 512,675.00	
Operating Expenses		\$ 487,550.00	
Capital Outlay		\$ 8,500.00	
Total Administration			\$ 1,008,725.00
Plant	510-811		
Operating Expenses		\$ 399,000.00	
Capital Outlay		\$ 135,925.00	
Total Plant			\$ 534,925.00
Collection	510-812		
Operating Expenses		\$ 159,000.00	
Capital Outlay		\$ 100,000.00	
Total Collection			\$ 259,000.00
Total Sanitary Sewer Fund			\$ 1,802,650.00
SEWER CONNECTION FUND			
Administration	511-810		
Operating Expenses		\$ -	
Total Administration			\$ -
Connections	511-813		
Operating Expenses		\$ 350,000.00	
Capital Outlay		\$ 150,000.00	

Total Connections \$ 500,000.00

Total Sewer Connection Fund \$ 500,000.00

STORMWATER FUND

Administration	520-820		
Personal Services		\$ 110,000.00	
Operating Expenses		\$ 23,175.00	
Capital Outlay		\$ 1,300.00	
Total Administration			\$ 134,475.00

Operation	520-821		
Operating Expenses		\$ 87,675.00	
Capital Outlay		\$ 25,000.00	
Total Operation			\$ 112,675.00

Total Stormwater Fund \$ 247,150.00

GRAND TOTAL ENTERPRISE FUNDS APPROPRIATIONS \$ 4,532,950.00

TOTAL ALL APPROPRIATIONS \$ 15,267,150.00

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

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

Passed _____
President of Council

Attest _____
Clerk of Council/Finance Director Mayor

CERTIFICATE

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

The State of Ohio, Franklin County, ss.

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

Witness my signature, this _____ day of _____.

Clerk of the City of Canal Winchester

Franklin County, Ohio

ORDINANCE NO. 18-041

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE PURCHASE OF APPROXIMATELY 110.77 ACRES LOCATED ON BIXBY ROAD, CANAL WINCHESTER, OHIO OWNED BY WILLIS M. ALSPACH, TRUSTEE OF WILLIS M. ALSPACH REVOCABLE LIVING TRUST, JOAN A. ALSPACH, TRUSTEE OF JOAN A. ALSPACH REVOCABLE LIVING TRUST, AND DAVID BENJAMIN ALSPACH AND DECLARING AN EMERGENCY

WHEREAS, Council hereby finds and determines it is in the best interest of the City of Canal Winchester to enter into an agreement for the purchase of the property located on Bixby Road, Canal Winchester, Ohio, Franklin County (PID 181-000026, 181-000159, 181-000828, 181-000879, and 181-000954) owned by Willis M. Alspach, Trustee of the Willis M. Alspach Revocable Living Trust, Joan A. Alspach, Trustee of the Joan A. Alspach Revocable Living Trust, and David Benjamin Alspach; and

WHEREAS, the parties have reached an agreement on price and closing conditions;

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 enter into a real estate purchase agreement, in a form substantially similar to the Exhibit A, on behalf of the City of Canal Winchester for the purchase of real property located on Bixby Road, Canal Winchester, Ohio, Franklin County (PID 181-000026, 181-000159, 181-000828, 181-000879, and 181-000954) as fully described in said agreement, in the amount of \$941,000.00.

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

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the “Agreement”) is entered into as of the last date of execution on the signature page below (“Effective Date”) by and between Willis M. Alspach, Trustee of the Willis M. Alspach Revocable Living Trust dated March 2, 2012, Joan A. Alspach, Trustee of the Joan A. Alspach Revocable Living Trust dated March 2, 2012, having a mailing address at 12505 Village Circle Drive, #532E, St. Louis, Missouri 63127, and David Benjamin Alspach, an individual, having a mailing address at 13 Treadlands, Beaufort, SC 29906 (collectively, the “Seller”), and City of Canal Winchester, Ohio, an Ohio municipal corporation, or its assigns, having a mailing address at 36 South High Street, Canal Winchester, Ohio 43110 (the “Buyer”). The Buyer and Seller may be sometimes collectively referred to hereafter as the “parties.”

RECITALS

- A. Seller is the owner of certain land described more particularly in Section 1 below.
- B. Seller desires to sell the Property and Buyer desires to purchase the Property all on the terms and subject to the conditions set forth herein;

WHEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for good and other valuable consideration, the parties agree as follows:

1. The Property. Upon and subject to the terms and conditions herein set forth, the Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase and acquire from the Seller, approximately 110.77 acres identified as Franklin County, Ohio Parcel Numbers 181-000026, 181-000159, 184-000828, 184-000879 and 184-000954, as more particularly described on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference, together with all appurtenances, hereditaments, rights and privileges belonging to or in any way appertaining thereto, unless objected to by Buyer under the terms hereof (collectively, the “Property”).

2. Purchase Price. The purchase price (“Purchase Price”) for the Property shall equal Nine Hundred Forty-One Thousand Dollars (\$941,000.00) payable in immediately federal funds at the Closing (as defined in Section 4 below), subject to the debits and credits expressly provided for in this Agreement.

3. Deposit. Buyer shall deliver to the Escrow Agent (as that term is defined in Section 4 below) within three (3) business days after the Effective Date, an earnest money deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the “Deposit”), which will be applied against the Purchase Price at Closing, unless otherwise disbursed in accordance with the terms of this Agreement.

4. Escrow and Closing. AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 shall serve as both the escrow agent (“Escrow Agent”) and the title agent issuing the Title Commitment (as that term is defined in Section 6 below). The “Opening of

Escrow” shall be that date on which a fully executed copy of this Agreement, along with the Deposit, are deposited with the Escrow Agent. Provided this Agreement has not been terminated in accordance with its terms, the “Close of Escrow” or “Closing” of this Agreement shall take place in the office of the Escrow Agent thirty (30) days after Buyer’s delivery of a Closing Notice (as defined in Section 5(e) below).

5. Review. Buyer shall have a period (the “Review Period”) commencing on the date the Title Commitment is received by Buyer and expiring one hundred eighty (180) days thereafter, within which to determine, in its sole and absolute discretion, whether the Property is suitable to Buyer. The Buyer and Seller agree as follows regarding the Review Period:

(a) During the Review Period, except for farming leases entered into in the ordinary course of business that, prior to Closing, Seller must terminate with respect to the Property on no more than fifteen (15) days’ notice at the request of Buyer, or that, after Closing, are terminable by Buyer with respect to the Property at no cost to Buyer on no more than fifteen (15) days’ notice (“Permitted Farming Leases”), the Seller shall create no encumbrances against the Property without the prior written consent of the Buyer, which consent may be withheld at Buyer’s sole and absolute discretion.

(b) Within two (2) business days after the Effective Date, Seller shall provide Buyer with copies of any of the following in its possession or control in any way relating to the Property, including but not necessarily limited to: (i) any and all engineering, physical condition, soils, geological, environmental reports or studies and any other kinds of inspection reports or studies that specifically cover all or part of the Property; (ii) any existing surveys that include all or part of the Property; and (iii) any leases, service contracts or other kinds of contracts affecting the Property (collectively “Property Materials”). The Property Materials will be delivered “as is” for informational purposes only, without representation or warranty from Seller. In particular, Seller shall not be deemed to have made any representations or warranties regarding the completeness, accuracy or quality of the Property Materials or the competence of the preparer of the Property Materials. Seller shall have no obligations to Buyer with respect to the Property Materials, and Buyer shall have no right to rely on the Property Materials.

(c) During the Review Period, Buyer and its authorized agents, affiliates, employees and contractors may enter upon the Property at its and their sole risk and expense for the purpose of conducting development, engineering, economic and other studies, and physical, soils, geological, environmental, and other inspections of the Property to determine the condition of the Property. Buyer shall not alter or damage the Property in any manner and shall promptly restore the Property substantially to its original condition if any such damage does occur.

(d) During the Review Period, Buyer shall satisfy any objections that it may have relating to title to the Property, all as set forth more particularly in Section 6 below.

(e) During the Review Period, Buyer shall seek to obtain all governmental approvals of whatever nature or kind in connection with the intended development of the Property, including without limitation, those relating to the approval of this Agreement and the transaction contemplated hereunder by the Canal Winchester City Council, zoning approvals, annexation

approvals, approvals for the creation of a Community Reinvestment Area that includes the Property, any associated other governmental approvals, including, without limitation, any governmental incentive agreements, any approvals in connection with the installation of utilities required to service the Property, and any approvals in connection with any off-site roadway or infrastructure improvements required to service the Property (collectively, all of the foregoing being referred to as the “Governmental Approvals”). Obtaining the requisite Governmental Approvals shall also include Buyer’s determination, to its satisfaction, of the availability of all utilities required to service the Property. If the requisite Governmental Approvals are not so obtained during the Review Period, or if Buyer determines for any reason or no reason that the Property is not suitable for its intended development, then this Agreement shall terminate, and in the event of a termination, the Deposit shall be released by the Escrow Agent and returned to Buyer, unless the parties agree to an extension of the Review Period, or unless Buyer elects to waive the issuance of the Governmental Approvals prior to the expiration of the Review Period. If the Buyer does not elect to waive the issuance of the Governmental Approvals, or otherwise terminates this Agreement in accordance with this Section 5, then upon the release of the Deposit to Buyer, neither Seller nor Buyer shall have any further obligations or liabilities under this Agreement, except as expressly set forth herein. Any references in this Agreement to the “Review Period” shall also include the Review Period as extended hereunder. Buyer’s obtaining all Governmental Approvals and satisfying its other contingencies under this Section 5 and elsewhere in this Agreement shall be determined by Buyer in its sole and absolute discretion and shall be evidenced, if at all, by Buyer’s sending Seller a notice (“Closing Notice”) that all Governmental Approvals have been obtained or waived and all other contingencies have been satisfied. Buyer’s failure to deliver a Closing Notice prior to the expiration of the Review Period shall be a deemed notice of termination of this Agreement to Seller, in which event the Deposit shall be released by the Escrow Agent and returned to Buyer, and thereafter neither Buyer nor Seller shall have any further obligations or liabilities under this Agreement, except as expressly set forth herein.

(f) Buyer shall prepare the necessary applications to obtain all required Governmental Approvals, and Seller shall have the right to approve all of same prior to submission to the applicable governmental authorities, which approval shall not be unreasonably withheld, delayed or conditioned. All fees and expenses related to the required Governmental Approvals shall be paid by the Buyer. Buyer shall be responsible for prosecuting the Governmental Approvals, but because the Seller will be the fee title owner of the Property during the pendency of the application for the Governmental Approvals, Seller agrees to execute all necessary governmental applications related thereto. After any application for any Governmental Approvals has been executed by the Seller, Seller agrees to not amend, modify or withdraw any filed application for any Governmental Approvals without the Buyer’s prior written approval; provided however, the foregoing shall not apply at any time after Buyer terminates this Agreement pursuant to the terms hereof.

(g) Seller agrees to work cooperatively together with the Buyer in meeting with the applicable governmental authorities to assist Buyer in obtaining any Governmental Approvals. In this respect, Seller will execute all necessary applications as required by Section 5(f) above, make a good faith effort to attend meetings or hearings if requested by Buyer and support Buyer in Buyer’s efforts to obtain any approvals as described above. Buyer shall make all presentations

before any boards or at any meetings on behalf of Seller and Seller shall have no duties of presentation.

(h) In the event the portion of the Property identified as Franklin County Parcel Numbers 181-000159 and 181-000026 (the “Annexed Property”) is annexed into the City of Canal Winchester, and the purchase and sale of the Property contemplated by this Agreement fails to close due to Buyer’s termination of this Agreement in accordance with the terms hereof or due to Buyer’s default hereunder beyond any applicable notice and cure period, then Buyer, at no cost to Seller, will de-annex the Annexed Property and return it to the jurisdiction of Madison Township and otherwise cause the Property to be returned to its original status with respect to Governmental Approvals.

(i) Buyer’s investigations and other activities as set forth in this Section 5 shall in all events be completed at Buyer’s sole cost and expense. Upon completion of any such investigation or other due diligence, Buyer shall deliver a copy of any third-party reports related to such investigation and/or due diligence to Seller

6. Title Commitment and Survey. [NEED TO DISCUSS MINERAL INTEREST ISSUES – HAVE THERE BEEN PREVIOUS TRANSFERS OF MINERAL INERESTS?]

(a) Title Commitment. Within twenty (20) days of the Effective Date, Escrow Agent, at Seller’s expense, shall provide Buyer and Seller with a preliminary title insurance commitment with legible copies of all underlying documents and title matters affecting the Property (the “Title Commitment”). The Title Commitment shall be issued by the Escrow Agent as an agent for a nationally recognized title insurance company (the “Title Company”) and shall be accompanied by a closing protection letter issued by the Title Company. No later than sixty (60) days after Buyer’s receipt of the Title Commitment, Buyer shall notify Seller in writing (the “Title Objection Notice”) of any objections to the matters contained in the Title Commitment. The Title Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. Seller shall have ten (10) business days after receipt of Buyer’s Title Objection Notice within which to advise Buyer in writing (“Seller’s Title Notice”) regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller’s proposed methods to cure same. Failure by Seller to timely provide the Seller’s Title Notice shall be a deemed Seller’s Title Notice to Buyer that Seller is unwilling to attempt to cure Buyer’s objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller’s Title Notice to either:

- (i) send a notice (“Buyer’s Title Acceptance Notice”) to Seller waiving any matters set forth in its Title Objection Notice; or,
- (ii) elect not to submit a Buyer’s Title Acceptance Notice and Buyer shall be deemed to have accepted such exceptions to title; or,
- (iii) send a termination notice to Seller terminating this Agreement.

Sending the Buyer's Title Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Title Acceptance Notice and later terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(b) Survey. Buyer, at Buyer's expense, shall order an ALTA survey of the Property (the "Survey") for Buyer's review. No later than sixty (60) days after Buyer's receipt of the Survey, Buyer shall notify Seller in writing (the "Survey Objection Notice") of any objections to the matters contained in the Survey. The Survey Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. The Survey Objection Notice shall also contain a copy of the Survey that is the subject of the objection. Seller shall have ten (10) business days after receipt of Buyer's Survey Objection Notice within which to advise Buyer in writing ("Seller's Survey Notice") regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller's proposed methods to cure same. Failure by Seller to timely provide the Seller's Survey Notice shall be a deemed Seller's Survey Notice to Buyer that Seller is unwilling to attempt to cure Buyer's objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller's Survey Notice to either:

- (i) send a notice ("Buyer's Survey Acceptance Notice") to Seller waiving any matters set forth in its Survey Objection Notice; or,
- (ii) elect not to submit a Buyer's Survey Acceptance Notice and Buyer shall be deemed to have accepted such objections to the Survey; or,
- (iii) send a termination notice to Seller terminating this Agreement.

If the Buyer causes a Survey to be undertaken and subsequently terminates this Agreement, Buyer agrees to deliver a copy of the Survey to Seller. Sending the Buyer's Survey Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Survey Acceptance Notice and later terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(c) Permitted Exceptions. The exceptions to title and survey that are resolved pursuant to the above process relating to the Title Commitment and Survey (collectively the "Permitted Exceptions") shall be attached to the transferrable and recordable limited warranty deed (the "Deed") and the Property shall be conveyed to the Buyer at the Closing, unless this Agreement is otherwise terminated, only with those Permitted Exceptions. In no event shall any of the Permitted Exceptions include any mortgages or other financial liens encumbering the Property, all of which shall be paid from the Seller's proceeds at Closing. At Closing, Seller shall sign and deliver to the Escrow Agent the Title Company's standard seller's affidavit, and Escrow Agent shall remove all of the preprinted Schedule B Section II exceptions identified in the Title Commitment that can be removed with Seller's delivery of such affidavit. The preprinted exception for matters contained in any survey shall be limited those matters shown on the Survey.

7. Seller's Conduct Prior to Closing.

Between the Effective Date and the Closing, Seller shall not, without Buyer's written consent: (a) transfer, sell, assign, lease (except for Permitted Farming Leases) or otherwise convey the Property or any interest therein, except as a result of condemnation proceedings in which event the provisions set forth in Section 15 of this Agreement shall apply; (b) grant, modify, create, assume or permit to exist any new mortgage, lien, encumbrance, easement, covenant, condition, right of way or restriction upon the Property or voluntarily take or permit any action adversely affecting title to the Property as it exists on the date of this Agreement unless permitted by this Agreement; (c) materially alter or change the condition or status of the Property.

8. Title Insurance; Deed. At the Close of Escrow, Escrow Agent shall deliver to Buyer a proforma title policy (the "Title Policy") issued pursuant to the Title Commitment as finalized pursuant to Section 6 above, containing only the Permitted Exceptions established under the terms of this Agreement committing the Title Company to issue within a reasonable time after the Close of Escrow, at Seller's expense, the Title Policy insuring title to the Property to Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions. At Close of Escrow, Seller shall deliver to Buyer for recordation by Escrow Agent, the Deed, free and clear of all liens, encumbrances, or any other claims or indebtedness, from Seller to Buyer conveying title to the Property to Buyer, subject only to the Permitted Exceptions.

9. Warranties and Representations.

(a) Seller's Warranties and Representations. All warranties and representations set forth in this Section 9(a) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year except as otherwise set forth below. Seller hereby represents and warrants as follows:

(i) Seller has good and indefeasible fee simple title to the Property. This item shall expire at Closing.

(ii) To Seller's current, actual knowledge, there is no litigation or proceeding pending or threatened against or relating to either the Property and/or Seller's ability to consummate the transactions contemplated hereby, and Seller has received no notice of any pending, threatened or contemplated condemnation actions or special assessments with respect to the Property.

(iii) There are no parties in possession of any part of the Property, except for tenants under Permitted Farming Leases.

(iv) Seller has not received any written notice of violations of any environmental or other laws applicable to the Property that remain uncured as of the date hereof.

(v) Seller is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Seller hereunder, and Seller's right to execute this

Agreement is not limited by any other agreements. The person signing this Agreement on behalf of Seller has been duly authorized to do so. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Property is bound, or, to Seller's current, actual knowledge, violate any regulation, law, court order, judgment, or decree applicable to Seller or the Property.

(vi) To Seller's current, actual knowledge, no consent, approval or authorization or waiver of any right of first refusal of any person, nor any declaration, filing or registration with any governmental entity is required to be made or obtained by Seller (or by any affiliate of the Seller) in connection with the execution, delivery and performance by Seller of this Agreement and the transactions contemplated thereby.

(vii) Except for Permitted Farming Leases, to Seller's current, actual knowledge there are no contracts, purchase options or other contractual agreements that in any way affect the Property except as may be set forth in the Title Commitment.

(viii) If any of the persons executing this Agreement on behalf of Seller is an individual, and if any such individual is not identified as having a spouse, such individual represents and warrants that the signature of his/her spouse, if any, is not required in order to either execute this Agreement or to undertake all obligations imposed upon Seller under the terms of this Agreement in order to effectively close the purchase and sale of the Property.

(b) Buyer's Warranties and Representations. All warranties and representations set forth in this Section 9(b) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year. Buyer hereby represents and warrants as follows:

(i) The execution, delivery and performance by Buyer of this Agreement and the performance by Buyer of the transactions contemplated hereunder have each been duly authorized by such persons or authorities as may be required.

(ii) Buyer has full right, power and authority to enter into this Agreement and carry out the obligations hereunder. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(iii) To Buyer's current, actual knowledge, there is no litigation or proceeding pending or threatened against Buyer which could have a materially adverse effect on Buyer's ability to perform its obligations hereunder.

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

(a) Taxes and Assessments. At the Close of Escrow, the Seller shall pay, or credit against the Purchase Price: (i) all delinquent taxes and assessments, including penalties

and interest, which are a lien against the Property as of the date of Closing; (ii) any assessments which are a lien against the Property and due; (iii) the Agricultural Use Tax Recoupment as defined in Section 10(c) below; and (iv) all unpaid current real estate taxes and installments of assessments, if any, which are a lien against the Property, prorated through the date of Closing. The proration shall be based upon a 365-day year and be based upon the most recent assessed valuation of the Property and shall be final at Closing.

(b) Any Other Operating Expenses. Any other operating expenses relating to the Property shall be paid by the Seller, such as mowing contracts, lawn service, utility charges or other similar expenses. The parties expressly acknowledge and agree that Buyer shall have no obligation to assume any contracts or other obligations in any way relating to the Property.

(c) Closing Costs. At Closing, Seller shall pay (i) any and all state and county real estate transfer taxes and related conveyance fees required to be paid in connection with the recording of the Deed transferring title to the Property to the Buyer; (ii) the premium and all costs and expenses related to the issuance of the Title Commitment and Title Policy, provided Seller shall not be responsible for costs related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Commitment and Title Policy other than any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 6 above; (iii) the total of all agricultural use tax recoupment assessments levied by the Franklin County Auditor's Office (collectively, the "Agricultural Use Tax Recoupment"); and (iv) one-half of all escrow and closing fees charged by the Escrow Agent. Buyer shall pay (i) any recording and filing fees for the Deed; (ii) costs of the Title Policy to the extent related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Commitment and Title Policy other than any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 6 above; (iii) the cost of the Survey; and (iv) one-half of all escrow and closing fees charged by the Escrow Agent. Any costs not listed above shall be paid in accordance with the community custom as determined by the Escrow Agent.

11. 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 except for the brokerage commission payable to Carol Sauer of Gorsuch Realty Company, which commission shall be paid fully by Seller at the Closing. Seller hereby agrees to indemnify and hold Buyer harmless for any breach of the representations and warranties contained in this Section 11, and this obligation shall survive the Closing.

12. Closing Documents. On or before 12:00 noon on the day of Closing, the Buyer and Seller shall deliver the following respective documents to the Escrow Agent:

(a) Seller.

(i) the Deed with only those Permitted Exceptions as determined under the terms of this Agreement;

(ii) the closing settlement statement;

(iii) such other documents as are required by the Title Company and/or are reasonably necessary to fulfill all of Seller's obligations under the terms of this Agreement.

(b) Buyer.

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

(ii) executed counterparts of any other documents listed in Section 12(a) required to be signed by the Buyer;

(iii) such other documents as are required by the Title Company and/or are reasonably required to fulfill all of Buyer's obligations under this Agreement.

13. Default.

(a) Buyer's Remedies. If this Agreement becomes a binding contract without any contingencies, then 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, in which case Buyer shall be entitled to the immediate return of the Deposit; or (ii) institute an action for specific performance.

(b) Seller's Remedies. If Buyer fails to perform any of its obligations hereunder and 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 its sole and exclusive remedy, to terminate this Agreement and keep the Deposit as liquidated damages by reason of Buyer's breach. The parties acknowledge that Seller's actual damages would be difficult or impossible to determine and that liquidated damages in the amount of the Deposit are reasonably equivalent to Seller's damages as a result of any such breach.

14. Termination. In the event this Agreement is terminated, or deemed to have been terminated, as provided herein, this Agreement shall be deemed null and void and of no further force and effect, and neither party shall have any further obligation or liability to the other in connection with or under this Agreement except for those covenants that, by their nature, are intended to survive the termination hereof. In the event of a termination, as expressly provided in this Agreement, the Escrow Agent shall deliver any documents delivered to it back to the party which sent the respective documents to the Escrow Agent.

15. Condemnation. In the event that any portion of the Property (excluding any immaterial portion that does not affect the value of the Property as determined in Buyer's reasonable discretion) is either taken by eminent domain proceedings or, any threat thereof is issued by any applicable governmental authority, Buyer shall have the right, at its election, to either (i) terminate this Agreement without liability on its part, or (ii) proceed with the

acquisition of the Property and receive from Seller an assignment of all eminent domain proceeds. Buyer shall exercise this election within thirty (30) days after receipt of evidence that the Property is under the threat of any eminent domain proceedings.

16. Notice. All notices given under this Agreement shall be in writing and delivered either 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) email (provided that another form of notice described herein is also used); in each case sent, delivered or emailed 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. If any party has multiple notice addresses and those notice addresses are identical, then the notice requirement shall be satisfied if a single notice is sent to that same address. Any party may change at any time its notice address by delivering a change of address notice using the foregoing notice procedures.

If to Seller: Willis M. Alspach, Trustee of the
Willis M. Alspach Revocable
Living Trust dated March 2, 2012
12505 Village Circle Drive, #532E,
St. Louis, Missouri 63127
Email: _____

With a copy to:

John M. Kantner, Esq.
5 W. Waterloo Street
Canal Winchester, Ohio 43110
Email: kantnerj@kantnerlaw.com

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

With a copy to:

Christopher Montgomery, Esq.
Frost Brown Todd LLC
One Columbus, Suite 2300
Columbus, Ohio 43215
Email: cmontgomery@fbtlaw.com

If to Escrow Agent: AmeriTitle Downtown
150 E. Main Street, Suite 1A
Columbus, Ohio 43215
Email: _____

17. 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, executors, administrators, legal 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. The Recitals are intended to be a part of this Agreement and are incorporated into the body hereof. 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. If either party defaults under its obligations set forth in this Agreement, the non-defaulting party shall be entitled to recover reasonable attorneys' fees and expenses incurred by the non-defaulting party in defending, initiating or otherwise enforcing its rights under the terms 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 both parties have signed either one Agreement or documents in counterpart. This Agreement may be executed with signatures delivered by either facsimile or email, and copies of such signatures so delivered shall be deemed as originals. Time is of the essence with respect to the parties' respective obligations under the terms of this Agreement. Both 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.

18. Conveyance As-Is. Except as expressly set forth herein, (a) Seller makes no representation or warranty of any nature about the condition of the Property or its fitness of any particular purpose, and (b) Buyer acknowledges that the Property is being sold "as-is" and "with all faults" as of the date of Closing.

19. Open for Acceptance. This Agreement is being delivered executed by Buyer and shall remain open for acceptance by Seller until 5:00 P.M. Eastern Time Zone on October 19, 2018, after which time and date this offer shall be deemed withdrawn and no longer remain open for acceptance.

[End of Agreement – Signatures on Next Page]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed this Agreement.

SELLER:

WILLIS M. ALSPACH, TRUSTEE OF THE
WILLIS M. ALSPACH REVOCABLE LIVING
TRUST DATED MARCH 2, 2012
Date: October _____, 2018

JOAN A. ALSPACH, TRUSTEE OF THE JOAN
A. ALSPACH REVOCABLE LIVING TRUST
DATED MARCH 2, 2012
Date: October _____, 2018

DAVID BENJAMIN ALSPACH
Date: October _____, 2018

BUYER:

CITY OF CANAL WINCHESTER, OHIO, an Ohio
municipal corporation

By: _____
Michael Ebert, Mayor
Date: October _____, 2018

Exhibit A-1

Legal Description

In the County of Franklin, State of Ohio, Township of Madison
and bounded and described as follows:

PARCEL I.

Tract No. 1:

Beginning at a stake in the east line of the northeast quarter of Section No. 23, in Township No. 11, of Range No. 21, said stake being 23.38 chains south from a stone in the northeast corner of said section; thence from said stake south with the east line of said section five and eighty-five hundredths (5.85) chains to a stake; thence west twenty-seven and thirty-three hundredths (27.33) chains to a stake in the center of a public road; thence north with the center of said road five and eighty-five hundredths (5.85) chains to a stake; thence east twenty-seven and thirty-five hundredths (27.35) chains to the place of beginning, containing sixteen (16) acres, more or less, and being the same tract conveyed by Jonas Alspach and others to Mary Brenneman by deed of August 22, 1892, recorded in Vol. 243, page 77, Franklin County Record of Deeds.

Tract No. 2:

Beginning at a stake on the east line of the northeast quarter of Section No. 23 in Township No. 11 of Range No. 21, Congress Lands, said stake being 11.68 chains south from a stone at the northeast corner of said section No. 23; thence from said stake south along the east line of said section

eleven and seventy hundredths (11.70) chains to a stake; thence west twenty-seven and thirty-five hundredths (27.35) chains to a stake in the center of a public road; thence north along the center of said public road eleven and seventy hundredths (11.70) chains to a stake; thence east twenty-seven and thirty-nine hundredths (27.39) chains to the place of beginning, containing thirty-two (32) acres, more or less, and being the tract conveyed by Jonas Alspach and others to Henry S. Breneman, by deed of August 22, 1892, recorded in Vol. 243, page 76, Franklin County Record of Deeds. Source of Title of the above described two tracts: D.B. 1528, page 364 and D.B. 3288, page 185.

PARCEL II.

Being in the Northeast Quarter of Section 23, Township 11, Range 21, Mathew's Survey of Congress Lands and being a part of a 32 acre tract conveyed by Warranty Deed to Raymond L. Sims as the same is recorded in Deed Book 1058, page 604, Recorder's Office, Franklin County, Ohio. More particularly bounded and described as follows:

Beginning at a point in the east line of the above mentioned Quartersection at the intersection with the north Limited Access Right of way line of U.S.R. 33; (1962 Relocation); thence No. 00° 18' W, along the east line of said Quartersection, a distance of 753.27 feet to a stone at the northeast corner of said 32 acre tract, passing an iron pipe on line at 44.24 feet; thence S 89°42½' W, along the north line of said 32 acre tract, a distance of 1663.81 feet to a

point in the north Limited Access Right of way line of U.S.R. 33, (1962 relocation); thence S 65°56' E, along the north line of Limited Access of U.S.R. 33, (1963 relocation), a distance of 1830.13 feet to the place of beginning; containing 14.385 acre of land of which 1.865 acres adjacent to the U.S.R. 33 is subject to a ditch easement, and subject to all highway easements and rights of way.

Source of Title: D.B. 2563, page 581 and D.B. 3286, page 105.

PARCEL III.

Beginning at a stone in the center of a road, said stone being in the Northeast corner of the Northeast Quarter of Section No. 23, Township No. 11, Range 21, Congress Lands; from said stone South along the east line of said Section 11.68 chains to a stake; thence West 27.39 chains to the center of the road; thence North along the center of said road 11.68 chains to the center of the first mentioned road; thence East along the center of said road 27.43 chains to the place of beginning, containing 32 acres, more or less. Excepting therefrom 10 acres heretofore conveyed to William E. Sims off of the west end of the above described real estate.

And being more fully described as follows:

Beginning at the southwest corner of Jonas Alspach's 16 acre tract, the same being in the center of the county road extending north and south; thence north along the center of said road 11.68 chains to the center of the county road extending east and west; thence east along the center of said north and south said road 8.56 chains; thence south and parallel with the center of said north and south road 11.68 chains to the south line of said Jonas Alspach's tract; thence west 8.56 chains to the place of beginning,

containing 10 acres of land, the same being a part of the north east quarter of section no. 23, township 11, range 21, Congress Lands, in Madison township Franklin County, Ohio and being five acres each off the west ends of the said Jonas Alspach's 16 acre tract and Nancy Alspach's 16 acre tract as the same are described in deeds recorded October 24, 1892, in the records of deeds Vol. 243, page 74 and 75 to which reference is had.

ALSO EXCEPTING the following described 0.718 acre tract conveyed to Neil E. Stevenson and Betty M. Stevenson by deed recorded in D. B. 2369, page 131:

Beginning at a railroad spike in the north line of the above mentioned 22 acre tract and Quartersection and in the center of Bixby Road, which bears S. 89°32' W., a distance of 240.0 feet from the northeast corner of said Quartersection:

Thence S. 89°32'W. continuing along the north line of said 22 acre tract and Quartersection and the center line of said road a distance of 135.00 feet to a railroad spike:

Thence S. 00°28'E., a distance of 230.00 feet to an iron pipe, passing an iron pipe on line of 30 feet:

Thence N. 89°32' E. parallel to the north line of said 22 acre tract and Quartersection, a distance of 135.00 feet to an iron pipe:

Thence N. 00°28'W. parallel to the west line of the tract herein described, a distance of 230.00 feet to the place of beginning:

Containing 0.713 acre and being subject to all legal highways and easements, if any, of record in previous instruments.

Source of Title: D. B. 1511, page 455 and D. B. 3288, page 105.

ALSO EXCEPTING THEREFROM:

Situated in the Township of ~~Madison~~, County of Franklin, State of Ohio and in Section 23, Township 11N, Range 21W, and bounded and described as follows:

PARCEL NO. 66A-WD

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book ____, page ____ of the records of Franklin County and being located within the following described points in the boundary thereof:

Beginning at a point in the existing easterly right of way line of Rager Road and being 64.91 feet left of and radially from the centerline of proposed future Rager Road at station 19+11.84 and also being on the left side of the centerline of a survey made in 1960 for the Ohio Department of Highways of the relocation of U.S. Route 33, Section (26.21-30.13) in Franklin county; thence northeasterly to a point 75 feet left of and radially from the centerline of proposed future Rager Road at station 17+90; thence northeasterly to a point 75 feet, left of said proposed future centerline of Rager Road at tangent section 16+95; thence northerly to a point 70 feet left of the above mentioned centerline at tangent action 15+00; thence northwesterly to a point on the existing easterly right of way line of Rager Road and being 20 feet left of the centerline of proposed future Rager Road at station 14+05; thence westerly to a point in the existing centerline of Rager Road, also being the grantors westerly property line of said point being station 14+05 in the centerline of proposed future Rager Road; thence southerly along the centerline of existing Rager Road to a point in said centerline, said point being 45.59 feet left of and radially from the centerline of proposed future Rager Road at station 19+16.77; thence easterly to the place of beginning, containing 0.43 of an acre, more or less, exclusive of the present road which occupies .25 of an acre, more or less.

PARCEL IV

Beginning at the southwest corner of Jonas Alspach's 16 acre tract, the same being in the center of the county road extending north and south; thence north along the center of said road 11.68 chains to the center of the county road

extending east and west; thence east along the center of said road 8.56 chains; thence south and parallel with the center of said north and south road 11.68 chains to the south line of said Jonas Alspach's tract; thence west 8.56 chains to the place of beginning, containing 10 acres of land, the same being a part of the north east quarter of section No. 23, township 11, range 21, Congress Lands, in Madison Township, Franklin County, Ohio, and being five acres each off the west ends of the said Jonas Alspach's 16 acre tract and Nancy Alspach's 16 acres tracts as the same are described in deeds recorded October 24, 1892, in records of deed Vol. 243, pages 74 and 75 to which reference is had.

EXCEPTING THEREFROM the following described real estate conveyed away on August 19, 1940, by deed recorded in D.B. 1153, page 477: Being a part of the North east Quarter of Section No. 23, Township 11, Range 21, Congress Lands, and bounded and described as follows:

Beginning at a point in the Northwest corner of a 10 acre tract of land conveyed by William E. Sims and wife to John S. Boyd, by deed dated January 29th, 1938, and recorded in Deed Book 1061, page 375, Recorder's Office, Franklin County, Ohio, said place of beginning being also the intersection of the center line of the Bixby Road, also known as the Hendron Road, with the center line of the Rager Road sometimes called the Sims Road; thence South along the center line of said Rager Road 435.6 feet to a point; thence East on a line parallel with the Bixby Road 100 feet to an iron pin; thence

North on a line parallel with the center line of the Rager Road 435.6 feet to the center line of the Bixby Road; thence west along the center line of Bixby Road 100 feet to the place of beginning, containing 1 acre of land.

EXCEPTING, also therefrom the following described 1.35 acre tract conveyed to Douglas E. Starrett and Taundra L. Starrett by deed recorded in D.B. 3362, page 615:

Beginning at an iron pin in the north line of the above mentioned Quartersection and in the center of Bixby Road, which bears N 89° 32' W, a distance of 430.00 feet from the intersection of said line with the center line of Rager Road; thence, N 89° 32' E along said line and the center of Bixby Road, a distance of 135.00 feet to a railroad spike; thence, S 01° 11' E, a distance of 435.60 feet to an iron pipe; thence S 89° 32' W, a distance of 135.00 feet to an iron pipe; thence, N 01° 11' W, a distance of 435.60 feet to the place of beginning, passing an iron pipe at 405.60 feet; containing 1.35 acres more or less and being subject to all legal right-of-ways of record.

Leaving 7.65 acres.

Source of Title: D.B. 2771, page 228

EXHIBIT A-2

In the County of Franklin, State of Ohio, City of Canal Winchester and bounded and described as follows:

PARCEL I

N/A - PARCEL PREVIOUSLY CONVEYED BY GRANTOR

PARCEL II

In the Southwest Quartersection 24, Township 11, Range 21, Mathew's Survey of Congress Lands and being a part of a 63.39 acre tract conveyed to George S. and Louise S. Wolfram as recorded in Deed Book 1041, page 125, Recorder's Office, Franklin County, Ohio. More particularly bonded and described as follows:

Beginning at an iron pipe in the north line of the above mentioned Quartersection at the intersection with the north limited access right of way line U.S.R. 33, which bears N. 89° 48' 30" E. a distance of 57.02 feet from the northwest corner of said Quartersection:

Thence N. 89° 48' 30" E., along the north line of said Quartersection and Wolfram 63.39 acre tract, a distance of 319.33 feet to an iron pin at the southeast corner of the Chester Alspach 17.34 acre tract:

Thence S. 00° 09' E., along the southerly extension of the Chester Alspach 17.34 acre tract, a distance of 145.57 feet to an iron pipe in the north limited access right of way line of U.S.R. 33:

Thence N. 65° 46' 30" W., along the north limited access right of way line of U.S.R. 33, a distance of 358.58 feet to the place of beginning:

Containing 0.534 acre of land and being subject to easements of record in previous instruments.

Source of Title: D.B. 2563, page 584 and D.B. 3288, page 105

PARCEL III

Being part of the southern part of the Northwest Quarter of Section No.24, Township No. 11, Range No. 11 and bounded and described as follows: Beginning at an iron pin 2 feet long which is 15.4 chains west of the center of the East abutment of the bridge spanning George Creek; thence south 25.75 chains to an iron pin; thence west 5.75 chains to a stone at the southwest corner of said quarter section; thence north 30.15 chains to a stone; thence east 5.75 chains; thence south 4.40 chains to the place of beginning, containing 17.34 acres of land, more or less.

Source of Title: D.B. 1528, page 364 and D.B. 3288, page 185

PARCEL IV

Being out of the northwest corner of the northwest quarter of Section 24, Township 11, Range 21, Congress Lands and bounded and described as follows: Beginning at an iron pipe in the center line of Bixby Road at the northwest corner of the northwest quarter of Section 24; thence along the center line of Bixby Road and the north line of the Northwest Quarter of Section 24, east (passing a railroad spike on line at 267.7 feet) 312.53 feet to a point in the

center line of the Columbus-Winchester Road (Route #33); thence along said road, south 48 deg. 00' east 90.36 feet to a point; thence along the west line of the Wilfred M. Brenneman Farm produced, south 0 deg. 09° east (passing an iron pipe at 40.46 feet) 656.06 feet to an iron pipe at the northwest corner of the Wilfred M. Brenneman Farm; thence along the north line of said farm produced, south 89 deg. 53' west 381.3 feet to an iron pipe at the east line of the C. B. and O. C. Alspach 22 acre tract (said iron pipe being northerly 53.5 feet from a post at the south east corner of the Alspach tract); thence along the east line of the Alspach Tract, (west line of Section 24) north 0 deg. 02' east (passing an iron pipe at 686.9 feet) 717.9 feet to the place of beginning, containing 6.221 acres, more or less.

EXCEPTING therefrom the following described 2.247 acre tract conveyed to the Ohio Bell Telephone Company by deed recorded in D. B. 2508 page 623:

Being part of the Northwest Quarter of Section 24, Township 11, Range 21, Congress Lands, also being part of a 6.221 Acre tract conveyed to Chester B. and Ova C. Alspach by deed shown of record in Deed Book 1528, page 364, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the centerline of Bixby Road, in the northerly line of Section 24, and in the northerly line of said 6.221 Acre tract EAST, a distance of 129.29 feet from an iron pin at the northwesterly corner of said 6.221 Acre tract and the northerwesterly corner of Section 24; thence EAST along the centerline of Bixby Road, the northerly line of Section 24, and the northerly line of said 6.221 Acre tract, and passing a railroad spike on line at 138.46 feet, a

distance of 183.29 feet to a point in the centerline of U. S. Route 33 at a corner of said 6.221 Acre tract; thence S-47°-45'-51" E along the centerline of U. S. Route 33 and along a northeast line of said 6.221 Acre tract a distance of 90.32 feet to a point at a corner of said 6.221 Acre tract; thence S-0°-09' E along the easterly line of said 6.221 Acre tract, and passing an iron pin on line at 40.46 feet a distance of 338.63 feet to an iron pin thence S-89°-51' W a distance of 250.00 feet to an iron pin, thence N-0°-09' W, parallel to the easterly line of said 6.221 Acre tract, and passing an iron pin on line at 370.00 feet, a distance of 400.00 feet to the place of beginning, containing 2.247 Acres, more or less, subject to all easements and restrictions shown of record, also subject to all legal highways.

ALSO EXCEPTING therefrom the following described 1.191 acre tract conveyed to Robert R. Bender and Norma J. Bender by deed recorded in D.B. 3259 page 502: Beginning at an iron pipe found at the northwest corner of the above mentioned 6.221 acre tract and Quartersection and in the Center of Bixby Road;

Thence east, along the north line of said 6.221 acre tract and Quartersection and the center line of said road, a distance of 129.29 feet to a railroad spike at the northwest corner of the Ohio Bell Telephone Co.'s 2.247 acre tract;

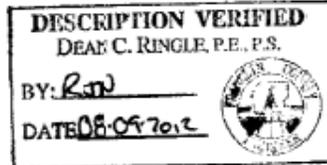
Thence S. 00°09' E., along the west line of said 2.247 acre tract, a distance of 400.00 feet to an iron pipe at the southerwest corner of said 2.247 acre tract, passing an iron pipe on line at 30 feet;

Thence S. 89°51' W. a distance of 130 feet to an iron pipe in the west line of the 6.221 acre tract and Quartersection;

Thence N. 00°03' W., along the west line of said 6.221 acre tract and Quartersection, distance of 400.34 feet to the place of beginning, passing an iron pipe on line at 370.34 feet;

Containing 1.191 acres and being subject to all legal highways and easements, if any, of record in previous instruments.

Leaving 2.783 acres.



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ORDINANCE NO. 18-042

AN ORDINANCE TO AMEND THE 2018 APPROPRIATIONS ORDINANCE 17-049, AMENDMENT #5

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

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

Section 1: That the 2018 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$25,000.00 to the following functions; and

Department	Function	Amount
Lands and Buildings	Capital Outlay	\$ 25,000.00

Section 2: That the 2018 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Sewer Fund \$20,000.00 to the Collection – Capital Outlay function; and

Section 3: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council



To: Members of City Council

From: Amanda Jackson, Finance Director

Date: October 31, 2018

RE: Appropriation Amendment #5

MEMORANDUM

Appropriation Amendment #4 for the 2018 Appropriations serves to accomplish the following:

General Fund – Appropriate \$25,000.00 from the fund balance of \$8,241,305.25 (as of 10/31/18)

- \$54,000.00 to Lands & Buildings Capital Outlay for the escrow payment for the purchase of property located on Bixby Road.

Sewer Fund – Appropriate \$20,000.00 from the fund balance of \$1,973,108.15 (as of 9/25/18) to the Collection Capital Outlay function for the replacement of the HVAC system and water heaters.

Please let me know if you have any questions.

ORDINANCE NO. 18-043

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT OF TRILLIUM AVENUE AND DECLARING AN EMERGENCY

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

WHEREAS, a final plat for Trillium Avenue has been presented to the City.

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

SECTION 1. That the Mayor and Clerk be and hereby are authorized to execute and accept the plat of Trillium Avenue, subject to and conditioned upon the following:

- A. That the executed final plat shall not be released for recording until the public infrastructure improvements have been inspected and approved by authorized representatives of the City.

SECTION 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the need to authorize immediate execution of the final plat pursuant to the Codified Ordinances; 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 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

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for October 2018

Page : 1
Report Date : 11/01/2018
Report Time : 08:09:21

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$1,229.00	\$19,668.95	\$24,247.05
Additional Costs	\$58.00	\$1,033.00	\$681.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$0.00
City Revenue From Fines	\$4,205.00	\$55,334.59	\$62,533.90
Fees			
Fees	\$220.00	\$2,110.00	\$2,410.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$450.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$5,712.00	\$78,146.54	\$90,321.95
State Revenue From:			
Court Costs			
Court Costs	\$1,167.50	\$20,509.50	\$25,878.50
Fines			
Fines	\$0.00	\$250.00	\$290.00
Fees			
Fees	\$30.00	\$145.00	\$240.00
Total to State:	\$1,197.50	\$20,904.50	\$26,408.50
Other Revenue From:			
Court Costs			
Court Costs	\$40.50	\$697.50	\$886.50
Restitution			
Restitution	\$0.00	\$182.00	\$1,026.77
Total to Other:	\$40.50	\$879.50	\$1,913.27
TOTAL REVENUE *	\$6,950.00	\$99,930.54	\$118,643.72
*Includes credit card receipts of	\$2,592.00	\$23,663.94	\$25,813.05

END OF REPORT

Ticket Summary

Canal Winchester Mayor's Court
All tickets issued from 10/01/2018 through 10/31/2018

Page : 1
Report Date : 11/01/2018
Report Time : 08:11:24

<u>Ordinance</u>	<u>Description</u>	<u># Offenses</u>
313.010	TRAFFIC CONTROL DEVICES	2
331.130	STARTING AND BACKING VEHICLES	1
331.160	RIGHT OF WAY AT INTERSECTIONS	1
331.170	RIGHT OF WAY WHEN TURNING LEFT	1
331.190	OPERATION OF VEH AT STOP SIGNS	1
331.220	FAIL TO YIELD/TURNING ONTO RD	1
331.340	FTC/FULL TIME ATT./WEAVING	5
333.030	SPEED	4
333.030A	ACDA	4
335.010	OL REQUIRED,RESTRICTION VIOL	1
335.070	DUS/REVOCAION/RESTRICTIONS	3
335.072	DRIVING UNDER FRA SUSPENSION	1
335.100	EXPIRED TAGS OR UNLAWFUL PLATES	1
335.110	TRANSFER OF OWNER/REGISTRATION	2
339.030	MAXIMUM WIDTH, HEIGHT, LENGTH	1
339.080	UNSECURE LOAD	1
513.030A	POSSESSION OF MARIJUANA 513.03 C2A	1
513.040	POSSESS DRUG ABUSE INSTRUMENTS	3
513.120	DRUG PARAPHERNALIA	6
545.050	PETTY THEFT	2
545.180	RECEIVING STOLEN PROPERTY	1
545.190	POSSESSION OF CRIMINAL TOOLS	1
Total Offenses for Time Period		44
Total Tickets for Time Period		33

COUNCIL UPDATE



October 31, 2018

Finance Department

Amanda Jackson, Finance Director

Project Status:

2019 Appropriations – As discussed at the last meeting, very minor changes were made to the 2019 Appropriations after my presentation. I have outlined them below for your information.

General Fund – Overall, budget increased \$5,800. This balances expected revenues and appropriations.

County Health Dept – Increased by \$6,000 due to the 2019 contract amount increasing more than expected (contract included in packets)

Urban Forester – Moved \$250 from Training/Education to Memberships/Subscriptions

Finance Department – Reduced Professional Services \$725 and Misc Contract Services \$225 for balancing purposes

Human Resources – Decreased PERS \$250 due to a typo

Public Works – Increased Regular Salaries \$1,000 to account for longevity payments; decreased Capital Outlay \$2,500 for balancing purposes

Street Maintenance Fund – Overall, no change in total appropriations.

Maintenance – Moved \$5,000 from Operation and Maintenance to Capital Outlay for the purchase of equipment.

Water Fund – Overall, decreased appropriations by \$33,500. This decreases the amount of fund balance needed to cover 2019 appropriations to \$34,750.

Administration – Increased Regular Salaries \$2,000 to account for longevity payments; increased Capital Outlay for the purchase of a network switch

Plant – Increased Chemicals \$20,000 to account for an increase in the amount used and price per ton for salt; increased Capital Outlay \$40,000 for various plant projects

Distribution – Decreased Other Contract Services \$100,000 due to a change in the Water Tower Maintenance contract for 2019

Sewer Fund – Overall, increased appropriations by \$26,900. This increases the amount of fund balance needed to cover 2019 appropriations by the same amount but due to the health of the fund, does not have a negative impact on fund balance.

Administration – Increased Regular Salaries \$2,500 to account for longevity payments; increased Capital Outlay for the purchase of a network switch; decreased Lease Principal \$6,250 and Lease Interest \$350 due to a change from lease to purchase for a new vehicle (see below)

Plant – Increase Capital Outlay \$27,000 for the purchase of a new vehicle

Collection – Decrease Capital Outlay \$29,000 due to funds not being needed

RITA Conversion – We are gearing up to begin a PR campaign regarding the switch from the City of Columbus Income Tax Division to RITA. You may begin receiving questions about the change so please be aware that this will not change anything for the taxpayer except where they file their annual returns. If you receive questions, please direct them to me and I will ensure they receive all the necessary information.

Beginning GL Balance:	21,690,759.71
Add: Cash Receipts	841,669.25
Less: Cash Disbursements	(1,496,276.39)
Less: Payroll Disbursements	(271,465.44)
Add: Journal Entries/Other	706,282.82

Ending GL Balance: 21,470,969.95

Ending Bank Balance: 21,821,411.37

Add: Miscellaneous Transactions 657.72

Add: Deposits in Transit

O/S CHECKS PRIOR TO 1/1/15 (2,268.50)

(2,268.50)

Less: Outstanding Checks

AP Checks

Check Date	Check Number	Name	Amount
03/09/2016	50520	ANDREA FOX	45.00
04/06/2016	50617	KIMBERLY GRAHAM	100.00
10/12/2016	51583	WAYNE BRENGMAN	5.00
11/16/2016	51740	SARAH DENEN	100.00
01/10/2018	53596	CLAUDE CURTIS	100.00
03/14/2018	53900	TWO ELK, LLC	12.00
06/08/2018	54236	JANICE THURMAN	100.00
09/12/2018	54703	JUSTIN REEVES	170.00
10/17/2018	54834	BOY SCOUT TROOP 103	700.00
10/17/2018	54836	CARROLL TRUCK & AUTO SERVICE	2,235.09
10/17/2018	54837	COLUMBUS CITY TREASURER - PUB DEF	536.55
10/17/2018	54838	EWT HOLDINGS III CORP	600.00
10/18/2018	54856	GRAND COMMUNITIES	8,500.00
10/29/2018	54857	AMERICAN STRUCTUREPOINT, INC.	29,923.68
10/29/2018	54858	ANGEL KNOTTS	100.00
10/29/2018	54862	BONDED CHEMICAL	579.00
10/29/2018	54863	COMDOC INC.	300.00
10/29/2018	54865	ALMUR CONSTRUCTION INC.	175.00
10/29/2018	54870	ENGLEFIELD FLEET PROGRAM	30.00
10/29/2018	54871	FAIRFIELD CO. SHERIFF	91,584.35
10/29/2018	54872	FAIRFIELD ELECTRIC, INC.	568.75
10/29/2018	54873	FRANKLIN EQUIPMENT LLC	466.00
10/29/2018	54875	GIBBS WINDOW CLEANING INC	949.95
10/29/2018	54876	JENNIFER J BOGGS	161.25
10/29/2018	54877	M P DORY CO	4,478.30
10/29/2018	54878	MARY NORDSTROM	100.00
10/29/2018	54879	MASI LABS	262.19
10/29/2018	54880	METZ, BAILEY & McLOUGHLIN	3,000.00
10/29/2018	54881	ORCHARD, HILTZ & MCCLIMENT, INC.	8,500.00
10/29/2018	54882	PRAXAIR DISTRIBUTION INC - 872	40.15
10/29/2018	54885	SEALS CONSTRUCTION INC.	55,000.00
10/29/2018	54886	STANDARD INSURANCE COMPANY	420.00
10/29/2018	54887	STRAWSER PAVING COMPANY INC	73,671.57
10/29/2018	54888	WAL-MART	272.13
10/29/2018	54889	ZIEBART OF OHIO, INC./OH 28	180.00

Payroll Checks

Check Date	Check Number	Name	Amount
10/17/2018	54829	COLONIAL LIFE INSURANCE	99.14
10/17/2018	54830	THE STANDARD	270.87
10/17/2018	EFT650	OPERS	18,231.48
10/31/2018	54890	AFLAC	151.28
10/31/2018	54891	COLONIAL LIFE INSURANCE	49.57

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DB: Canal Winchester

BANK RECONCILIATION FOR CITY OF CANAL WINCHESTER
Bank GEN (GENERAL OPERATING)
FROM 10/01/2018 TO 10/31/2018
Reconciliation Record ID: 43
Finalized
Payroll Checks

Check Date	Check Number	Name	Amount
10/31/2018	EFT652	CANAL WINCHESTER INCOME TAX	1,565.95
10/31/2018	EFT653	OHIO CHILD SUPPORT PAYMENT CENTRAL	218.34
10/31/2018	EFT654	CITY OF COLUMBUS	26.18
10/31/2018	EFT655	OHIO DEFERRED COMPENSATION	9,935.00
10/31/2018	EFT656	EFTPS	8,119.95
10/31/2018	EFT657	OPERS	18,874.21
10/31/2018	EFT658	RITA	274.77
10/31/2018	EFT659	OHIO DEPARTMENT OF TAXATION	7,047.94

Total - 48 Outstanding Checks: 348,830.64
Adjusted Bank Balance 21,470,969.95
Unreconciled Difference: 0.00

REVIEWED BY: _____

DATE: _____

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Revenues							
100-000-4100-00	MUNICIPAL INCOME TAX	6,400,000.00	6,400,000.00	614,186.36	5,890,229.51	0.00	509,770.49
100-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	390,000.00	390,000.00	0.00	447,517.16	0.00	(57,517.16)
100-000-4220-00	HOTEL/MOTEL TAX	70,000.00	70,000.00	7,529.12	42,198.77	0.00	27,801.23
100-000-4300-00	LOCAL GOVERNMENT - STATE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-000-4301-00	LOCAL GOVERNMENT - COUNTY	70,000.00	70,000.00	5,963.58	63,178.79	0.00	6,821.21
100-000-4310-00	HOMESTEAD/ROLLBACK	46,000.00	46,000.00	0.00	52,114.56	0.00	(6,114.56)
100-000-4320-00	LIQUOR PERMITS	15,000.00	15,000.00	0.00	13,429.15	0.00	1,570.85
100-000-4321-00	CIGARETTE TAX	300.00	300.00	0.00	337.50	0.00	(37.50)
100-000-4400-00	WEED CUTTING/MOWING ASSESSMENTS	500.00	500.00	0.00	1,789.09	0.00	(1,289.09)
100-000-4401-00	STREET ASSESSMENTS	72,000.00	72,000.00	0.00	72,799.79	0.00	(799.79)
100-000-4402-00	SIDEWALK ASSESSMENTS	14,000.00	14,000.00	3,209.83	13,589.24	0.00	410.76
100-000-4410-00	DILEY RD ASSESSMENTS	110,000.00	110,000.00	0.00	108,746.50	0.00	1,253.50
100-000-4500-00	SWIMMING POOL ADMISSION	96,000.00	96,000.00	0.00	119,156.99	0.00	(23,156.99)
100-000-4501-00	SWIMMING POOL CONCESSION	20,000.00	20,000.00	0.00	26,169.69	0.00	(6,169.69)
100-000-4502-00	SWIMMING POOL RENTAL FEES	5,000.00	5,000.00	0.00	8,000.00	0.00	(3,000.00)
100-000-4510-00	BUILDING RENTAL FEES	12,000.00	12,000.00	1,240.00	11,590.00	0.00	410.00
100-000-4512-00	PARK RENTAL FEES	500.00	500.00	0.00	460.00	0.00	40.00
100-000-4520-00	LOCAL COPIES	2,000.00	2,000.00	0.00	1,875.00	0.00	125.00
100-000-4600-00	WASTE MANAGEMENT FRANCHISE FEES	25,000.00	25,000.00	6,250.00	25,000.00	0.00	0.00
100-000-4601-00	CABLE TV FRANCHISE FEES	125,000.00	125,000.00	7,780.50	101,146.27	0.00	23,853.73
100-000-4610-00	PEDDLERS AND SOLICITORS PERMITS	500.00	500.00	250.00	520.00	0.00	(20.00)
100-000-4620-00	BUILDING PERMITS	135,000.00	135,000.00	4,081.00	116,524.00	0.00	18,476.00
100-000-4621-00	ZONING PERMITS	25,000.00	25,000.00	1,225.00	32,641.00	0.00	(7,641.00)
100-000-4622-00	INSPECTION FEES	150,000.00	150,000.00	115,889.00	366,698.20	0.00	(216,698.20)
100-000-4623-00	SIDEWALK INSPECTION FEES	6,000.00	6,000.00	0.00	8,280.00	0.00	(2,280.00)
100-000-4624-00	PLAN REVIEW FEES	25,000.00	25,000.00	2,200.00	24,230.00	0.00	770.00
100-000-4625-00	ENGINEERING REVIEW FEES	28,000.00	28,000.00	5,400.00	44,750.00	0.00	(16,750.00)
100-000-4626-00	ROW APPLICATION FEES	5,000.00	5,000.00	50.00	9,600.00	0.00	(4,600.00)
100-000-4627-00	ADMINISTRATIVE FEES	20,000.00	20,000.00	2,930.20	24,391.20	0.00	(4,391.20)
100-000-4630-00	PARK LAND FEES	100,000.00	100,000.00	0.00	86,000.00	0.00	14,000.00
100-000-4631-00	STREET TREE FEES	35,000.00	35,000.00	3,073.00	47,668.00	0.00	(12,668.00)
100-000-4680-00	GOLF CART REGISTRATION FEES	100.00	100.00	50.00	400.00	0.00	(300.00)
100-000-4690-00	COURT FINES	95,000.00	95,000.00	7,389.56	74,983.26	0.00	20,016.74
100-000-4700-00	INTEREST	80,000.00	80,000.00	9,163.58	16,292.63	0.00	63,707.37
100-000-4800-00	SALE OF ASSETS	500.00	500.00	0.00	763,732.62	0.00	(763,232.62)
100-000-4810-00	MISCELLANEOUS	10,000.00	10,000.00	1,970.92	8,097.12	0.00	1,902.88
100-000-4820-00	DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	50.00	0.00	(50.00)
100-000-4850-00	INSURANCE CLAIMS	25,000.00	25,000.00	5,645.58	37,673.13	0.00	(12,673.13)
100-000-4910-00	ADVANCE IN	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00
100-000-4999-00	TEMPORARY HOLDING ACCOUNT	0.00	0.00	(5,800.00)	16,650.00	0.00	(16,650.00)
TOTAL REVENUES		8,258,400.00	8,258,400.00	799,677.23	8,678,509.17	0.00	(420,109.17)
Expenditures							
100-100-5347-00	PAYMENT TO POLITICAL SUBDIVISION	1,107,000.00	1,270,761.18	185,768.70	1,068,287.51	199,455.11	3,018.56
100-100-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	50.25	199.09	455.36	345.55
100-100-5500-00	CAPITAL OUTLAY	24,000.00	24,000.00	0.00	22,096.00	0.00	1,904.00
100-200-5347-00	PAYMENT TO POLITICAL SUBDIVISION	72,600.00	72,600.00	2,310.65	70,613.17	1,456.15	530.68
100-201-5342-00	HUMAN SERVICES CONTRACT	63,100.00	79,158.00	15,774.00	62,636.00	15,778.00	744.00
100-202-5341-00	CEMETERY/INDIGENT BURIAL	1,000.00	1,000.00	939.00	939.00	0.00	61.00
100-300-5100-00	REGULAR SALARIES	44,000.00	44,000.00	4,956.00	36,344.00	0.00	7,656.00
100-300-5110-00	OVERTIME SALARIES	800.00	800.00	0.00	0.00	0.00	800.00
100-300-5200-00	PERS	6,500.00	6,500.00	693.84	5,088.16	0.00	1,411.84
100-300-5210-00	MEDICARE	660.00	660.00	66.64	489.43	0.00	170.57
100-300-5220-00	WORKERS' COMPENSATION	1,130.00	1,130.00	0.00	126.22	0.00	1,003.78

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PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-300-5230-00	INSURANCE PREMIUMS	24,500.00	24,500.00	1,766.36	19,385.08	3,329.42	1,785.50
100-300-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00
100-300-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	0.00	100.00
100-300-5325-00	TRAINING/EDUCATION	250.00	250.00	0.00	0.00	0.00	250.00
100-300-5340-00	OTHER CONTRACT SERVICES	13,000.00	14,390.39	485.00	2,636.05	2,082.97	9,671.37
100-300-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	0.00	218.83	531.17	250.00
100-300-5410-00	OPERATION AND MAINTENANCE	4,000.00	4,115.00	0.00	3,605.95	0.00	509.05
100-300-5500-00	CAPITAL OUTLAY	3,000.00	3,000.00	0.00	109.98	8.25	2,881.77
100-301-5100-00	REGULAR SALARIES	126,000.00	126,000.00	13,804.80	100,977.56	0.00	25,022.44
100-301-5110-00	OVERTIME SALARIES	14,800.00	14,800.00	0.00	8,671.66	0.00	6,128.34
100-301-5200-00	PERS	21,000.00	21,000.00	1,932.66	14,991.71	0.00	6,008.29
100-301-5210-00	MEDICARE	2,060.00	2,060.00	199.06	1,588.14	0.00	471.86
100-301-5220-00	WORKERS' COMPENSATION	3,540.00	3,540.00	0.00	369.60	0.00	3,170.40
100-301-5230-00	INSURANCE PREMIUMS	60,000.00	60,000.00	3,687.54	46,110.51	9,776.53	4,112.96
100-301-5250-00	UNIFORMS/LICENSES	2,400.00	2,400.00	0.00	1,600.00	180.60	619.40
100-301-5325-00	TRAINING/EDUCATION	400.00	400.00	40.00	40.00	0.00	360.00
100-301-5340-00	OTHER CONTRACT SERVICES	5,000.00	5,148.50	0.00	748.75	349.75	4,050.00
100-301-5349-00	MISCELLANEOUS CONTRACT SERVICES	20,000.00	23,061.40	322.00	9,313.42	227.74	13,520.24
100-301-5410-00	OPERATION AND MAINTENANCE	18,000.00	18,917.70	1,658.01	15,602.10	2,925.74	389.86
100-301-5500-00	CAPITAL OUTLAY	60,000.00	62,600.00	351.96	18,878.15	12,323.04	31,398.81
100-302-5320-00	PROFESSIONAL SERVICES	130,000.00	130,000.00	0.00	128,262.00	0.00	1,738.00
100-302-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,000.00	0.00	356.88	0.00	2,643.12
100-302-5410-00	OPERATION AND MAINTENANCE	5,000.00	10,690.00	0.00	7,013.00	2,658.20	1,018.80
100-302-5410-03	CONCESSIONS OPERATION AND MAINTENANCE	15,000.00	15,000.00	82.28	11,370.31	742.79	2,886.90
100-302-5500-00	CAPITAL OUTLAY	10,000.00	35,000.00	0.00	5,757.65	17,000.00	12,242.35
100-400-5100-00	REGULAR SALARIES	205,000.00	205,000.00	23,003.71	162,479.04	0.00	42,520.96
100-400-5200-00	PERS	29,500.00	29,500.00	3,192.53	22,081.74	0.00	7,418.26
100-400-5210-00	MEDICARE	3,040.00	3,040.00	331.05	2,337.54	0.00	702.46
100-400-5220-00	WORKERS' COMPENSATION	5,240.00	5,240.00	0.00	577.03	0.00	4,662.97
100-400-5230-00	INSURANCE PREMIUMS	60,000.00	60,000.00	4,360.47	47,490.36	8,111.04	4,398.60
100-400-5240-00	TRAVEL/TRANSPORTATION	2,000.00	2,000.00	0.00	4.00	239.43	1,756.57
100-400-5250-00	UNIFORMS/LICENSES	300.00	300.00	0.00	0.00	38.75	261.25
100-400-5320-00	PROFESSIONAL SERVICES	165,000.00	196,968.69	37,958.20	91,139.32	32,610.02	73,219.35
100-400-5325-00	TRAINING/EDUCATION	2,500.00	2,800.00	0.00	1,950.00	849.00	1.00
100-400-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	16,000.00	16,000.00	0.00	14,475.25	0.00	1,524.75
100-400-5349-00	MISCELLANEOUS CONTRACT SERVICES	55,000.00	67,892.50	20,829.32	40,079.93	13,705.29	14,107.28
100-400-5352-00	GIS	3,500.00	3,500.00	0.00	3,344.44	0.00	155.56
100-400-5400-00	OFFICE SUPPLIES AND MATERIALS	2,200.00	2,306.73	0.00	1,169.04	665.03	472.66
100-400-5500-00	CAPITAL OUTLAY	3,500.00	3,500.00	1,129.00	2,304.00	0.00	1,196.00
100-410-5100-00	REGULAR SALARIES	117,000.00	117,000.00	11,583.20	97,664.77	0.00	19,335.23
100-410-5110-00	OVERTIME SALARIES	5,000.00	5,000.00	0.00	837.69	0.00	4,162.31
100-410-5200-00	PERS	17,600.00	17,600.00	1,593.63	13,309.17	0.00	4,290.83
100-410-5210-00	MEDICARE	1,900.00	1,900.00	167.96	1,434.77	0.00	465.23
100-410-5220-00	WORKERS' COMPENSATION	3,200.00	3,200.00	0.00	278.53	0.00	2,921.47
100-410-5230-00	INSURANCE PREMIUMS	30,000.00	30,000.00	2,831.29	19,535.00	8,692.74	1,772.26
100-410-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	68.47	431.53
100-410-5250-00	UNIFORMS/LICENSES	1,300.00	1,300.00	0.00	770.00	118.60	411.40
100-410-5325-00	TRAINING/EDUCATION	750.00	1,049.00	154.00	494.00	555.00	0.00
100-410-5340-00	OTHER CONTRACT SERVICES	17,500.00	32,500.00	0.00	20,097.00	10,204.00	2,199.00
100-410-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,135.69	267.68	3,774.00	1,191.74	169.95
100-410-5410-02	FLOWERS/MULCH/STAB OPERATION AND MAINTEN	15,000.00	15,200.00	485.67	14,360.13	26.80	813.07
100-410-5500-00	CAPITAL OUTLAY	41,000.00	41,450.00	0.00	25,046.82	16,200.00	203.18
100-500-5100-00	REGULAR SALARIES	141,000.00	141,000.00	14,763.58	109,091.74	0.00	31,908.26
100-500-5110-00	OVERTIME SALARIES	300.00	300.00	0.00	0.00	0.00	300.00
100-500-5200-00	PERS	20,500.00	20,500.00	1,996.89	14,572.79	0.00	5,927.21
100-500-5210-00	MEDICARE	1,560.00	1,560.00	210.16	1,553.12	0.00	6.88

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PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-500-5220-00	WORKERS' COMPENSATION	2,690.00	2,690.00	0.00	286.98	0.00	2,403.02
100-500-5230-00	INSURANCE PREMIUMS	42,875.00	42,875.00	1,778.36	19,529.08	3,353.42	19,992.50
100-500-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00
100-500-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	38.75	61.25
100-500-5320-00	PROFESSIONAL SERVICES	64,500.00	64,500.00	5,000.00	50,000.00	10,000.00	4,500.00
100-500-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	0.00	32.95	250.00	1,717.05
100-500-5330-00	INSURANCE/BONDING	48,000.00	48,000.00	31,797.37	36,920.54	5,969.63	5,109.83
100-500-5340-00	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-500-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	7,000.00	7,000.00	0.00	5,342.85	1,177.00	480.15
100-500-5400-00	OFFICE SUPPLIES AND MATERIALS	500.00	500.00	0.00	147.61	275.01	77.38
100-500-5410-00	OPERATION AND MAINTENANCE	2,500.00	2,566.56	93.78	684.92	688.84	1,192.80
100-500-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-501-5100-00	REGULAR SALARIES	50,000.00	50,000.00	3,927.65	39,276.50	0.00	10,723.50
100-501-5110-00	OVERTIME SALARIES	1,500.00	1,500.00	122.86	704.52	0.00	795.48
100-501-5200-00	PERS	12,300.00	12,300.00	737.72	7,311.99	0.00	4,988.01
100-501-5210-00	MEDICARE	720.00	720.00	61.03	605.28	0.00	114.72
100-501-5220-00	WORKERS' COMPENSATION	1,290.00	1,290.00	0.00	161.58	0.00	1,128.42
100-501-5230-00	INSURANCE PREMIUMS	75,500.00	75,500.00	3,195.76	40,006.35	5,938.24	29,555.41
100-501-5240-00	TRAVEL/TRANSPORTATION	250.00	250.00	0.00	0.00	0.00	250.00
100-501-5250-00	UNIFORMS/LICENSES	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00
100-501-5320-00	PROFESSIONAL SERVICES	6,000.00	6,000.00	0.00	4,190.50	0.00	1,809.50
100-501-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	0.00	160.00	340.00
100-501-5344-00	DESTINATION: CANAL WINCHESTER	22,000.00	22,000.00	0.00	9,307.69	12,692.31	0.00
100-501-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	250.00	250.00	0.00	55.00	0.00	195.00
100-501-5400-00	OFFICE SUPPLIES AND MATERIALS	250.00	429.00	0.00	135.82	170.00	123.18
100-501-5500-00	CAPITAL OUTLAY	1,500.00	1,500.00	0.00	647.95	0.00	852.05
100-510-5100-00	REGULAR SALARIES	47,000.00	47,000.00	5,307.23	39,474.76	0.00	7,525.24
100-510-5110-00	OVERTIME SALARIES	2,500.00	2,500.00	328.10	754.64	0.00	1,745.36
100-510-5200-00	PERS	7,200.00	7,200.00	780.77	5,494.39	0.00	1,705.61
100-510-5210-00	MEDICARE	730.00	730.00	78.94	567.33	0.00	162.67
100-510-5220-00	WORKERS' COMPENSATION	1,240.00	1,240.00	0.00	155.37	0.00	1,084.63
100-510-5230-00	INSURANCE PREMIUMS	24,500.00	24,500.00	1,766.36	19,485.08	3,329.42	1,685.50
100-510-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	1.58	498.42
100-510-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	80.00	20.00	0.00
100-510-5320-00	PROFESSIONAL SERVICES	13,500.00	15,174.00	986.55	7,496.10	3,726.90	3,951.00
100-510-5325-00	TRAINING/EDUCATION	750.00	750.00	0.00	320.00	80.00	350.00
100-510-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	685.00	0.00	315.00
100-510-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,010.00	0.00	436.17	938.41	1,635.42
100-510-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-520-5100-00	REGULAR SALARIES	148,000.00	148,000.00	16,828.63	124,837.14	0.00	23,162.86
100-520-5200-00	PERS	21,300.00	21,300.00	2,309.94	16,939.38	0.00	4,360.62
100-520-5210-00	MEDICARE	2,200.00	2,200.00	235.62	1,760.26	0.00	439.74
100-520-5220-00	WORKERS' COMPENSATION	3,790.00	3,790.00	0.00	406.44	0.00	3,383.56
100-520-5230-00	INSURANCE PREMIUMS	49,000.00	49,000.00	3,532.72	39,130.13	6,658.84	3,211.03
100-520-5240-00	TRAVEL/TRANSPORTATION	1,200.00	1,200.00	0.00	0.00	876.38	323.62
100-520-5250-00	UNIFORMS/LICENSES	200.00	200.00	0.00	0.00	59.35	140.65
100-520-5320-00	PROFESSIONAL SERVICES	10,000.00	10,000.00	0.00	7,500.00	0.00	2,500.00
100-520-5325-00	TRAINING/EDUCATION	1,500.00	1,500.00	0.00	590.00	585.00	325.00
100-520-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	435.00	100.00	215.00
100-520-5349-00	MISCELLANEOUS CONTRACT SERVICES	40,000.00	47,319.75	7,144.84	20,770.67	984.40	25,564.68
100-520-5400-00	OFFICE SUPPLIES AND MATERIALS	1,500.00	2,068.54	0.00	913.96	75.00	1,079.58
100-520-5500-00	CAPITAL OUTLAY	4,500.00	4,500.00	0.00	4,451.00	0.00	49.00
100-521-5100-00	REGULAR SALARIES	46,000.00	46,000.00	5,274.65	38,813.71	0.00	7,186.29
100-521-5200-00	PERS	6,630.00	6,630.00	738.44	5,433.90	0.00	1,196.10
100-521-5210-00	MEDICARE	690.00	690.00	76.48	564.25	0.00	125.75
100-521-5220-00	WORKERS' COMPENSATION	1,180.00	1,180.00	0.00	113.84	0.00	1,066.16

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-521-5230-00	INSURANCE PREMIUMS	150.00	150.00	12.00	120.00	24.00	6.00
100-521-5240-00	TRAVEL/TRANSPORTATION	1,750.00	1,750.00	138.83	922.24	377.76	450.00
100-521-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	0.00	100.00
100-521-5320-00	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-521-5325-00	TRAINING/EDUCATION	1,250.00	1,250.00	0.00	399.00	0.00	851.00
100-521-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	50.00	514.00	436.00
100-521-5349-00	MISCELLANEOUS CONTRACT SERVICES	4,000.00	4,225.00	32.25	2,409.86	904.50	910.64
100-521-5400-00	OFFICE SUPPLIES AND MATERIALS	300.00	300.00	0.00	57.11	100.00	142.89
100-521-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-530-5100-00	REGULAR SALARIES	51,000.00	51,000.00	5,606.40	41,113.60	0.00	9,886.40
100-530-5110-00	OVERTIME SALARIES	4,500.00	4,500.00	70.08	2,084.88	0.00	2,415.12
100-530-5200-00	PERS	8,000.00	8,000.00	794.70	6,047.75	0.00	1,952.25
100-530-5210-00	MEDICARE	800.00	800.00	80.38	618.25	0.00	181.75
100-530-5220-00	WORKERS' COMPENSATION	1,370.00	1,370.00	0.00	156.90	0.00	1,213.10
100-530-5230-00	INSURANCE PREMIUMS	24,500.00	24,500.00	1,766.36	19,485.08	3,329.42	1,685.50
100-530-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00
100-530-5250-00	UNIFORMS/LICENSES	600.00	600.00	0.00	400.00	69.10	130.90
100-530-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00
100-530-5340-00	OTHER CONTRACT SERVICES	7,500.00	7,700.00	0.00	2,851.67	1,102.72	3,745.61
100-530-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	330.00	0.00	170.00
100-530-5349-00	MISCELLANEOUS CONTRACT SERVICES	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00
100-530-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,123.03	9.99	576.25	222.04	324.74
100-530-5410-00	OPERATION AND MAINTENANCE	5,000.00	7,287.36	63.98	2,691.12	2,043.78	2,552.46
100-530-5500-00	CAPITAL OUTLAY	20,000.00	20,000.00	847.42	6,187.42	2,393.08	11,419.50
100-531-5411-00	FUEL	13,000.00	13,000.00	30.00	10,285.72	2,714.28	0.00
100-531-5420-00	FLEET OPERATION AND MAINTENANCE	15,000.00	15,805.88	1,380.20	10,211.94	719.64	4,874.30
100-531-5500-00	CAPITAL OUTLAY	5,000.00	5,000.00	277.94	4,748.39	110.02	141.59
100-540-5100-00	REGULAR SALARIES	87,000.00	87,000.00	9,957.62	70,646.57	0.00	16,353.43
100-540-5110-00	OVERTIME SALARIES	7,100.00	7,100.00	102.72	965.16	0.00	6,134.84
100-540-5200-00	PERS	13,600.00	13,600.00	1,408.44	10,003.48	0.00	3,596.52
100-540-5210-00	MEDICARE	1,350.00	1,350.00	146.31	1,034.95	0.00	315.05
100-540-5220-00	WORKERS' COMPENSATION	2,350.00	2,350.00	0.00	304.68	0.00	2,045.32
100-540-5230-00	INSURANCE PREMIUMS	30,000.00	30,000.00	2,108.90	20,781.91	7,695.35	1,522.74
100-540-5240-00	TRAVEL/TRANSPORTATION	200.00	200.00	0.00	0.00	0.00	200.00
100-540-5250-00	UNIFORMS/LICENSES	1,200.00	1,200.00	0.00	800.00	141.95	258.05
100-540-5300-00	UTILITIES	255,000.00	265,100.45	29,225.96	183,891.02	40,958.15	40,251.28
100-540-5325-00	TRAINING/EDUCATION	500.00	500.00	40.00	145.00	0.00	355.00
100-540-5340-00	OTHER CONTRACT SERVICES	35,000.00	42,205.86	2,176.19	29,139.92	1,433.78	11,632.16
100-540-5349-00	MISCELLANEOUS CONTRACT SERVICES	37,000.00	48,618.58	1,275.00	20,217.58	14,382.50	14,018.50
100-540-5400-00	OFFICE SUPPLIES AND MATERIALS	32,400.00	35,602.45	216.83	5,163.56	19,315.03	11,123.86
100-540-5410-00	OPERATION AND MAINTENANCE	32,000.00	32,770.15	315.64	5,823.79	4,033.80	22,912.56
100-540-5431-00	FLAGS/BANNERS/SIGNS	10,000.00	10,000.00	0.00	6,933.70	2,074.30	992.00
100-540-5500-00	CAPITAL OUTLAY	60,000.00	121,700.00	78,010.00	85,463.23	1,700.00	34,536.77
100-540-5510-00	TECHNOLOGY CAPITAL OUTLAY	40,000.00	40,000.00	0.00	32,447.59	2,179.00	5,373.41
100-550-5100-00	REGULAR SALARIES	44,000.00	44,000.00	4,956.00	36,344.01	0.00	7,655.99
100-550-5110-00	OVERTIME SALARIES	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00
100-550-5200-00	PERS	6,600.00	6,600.00	693.84	5,088.16	0.00	1,511.84
100-550-5210-00	MEDICARE	670.00	670.00	69.69	511.04	0.00	158.96
100-550-5220-00	WORKERS' COMPENSATION	1,150.00	1,150.00	0.00	127.66	0.00	1,022.34
100-550-5230-00	INSURANCE PREMIUMS	24,500.00	24,500.00	1,766.36	19,485.08	3,329.42	1,685.50
100-550-5240-00	TRAVEL/TRANSPORTATION	750.00	750.00	0.00	0.00	0.00	750.00
100-550-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	35.60	64.40
100-550-5325-00	TRAINING/EDUCATION	3,000.00	3,000.00	0.00	2,040.00	0.00	960.00
100-550-5327-00	COMMUNITY NEWSLETTER	5,000.00	6,464.72	339.95	1,697.15	1,802.85	2,964.72
100-550-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	0.00	500.00
100-550-5400-00	OFFICE SUPPLIES AND MATERIALS	1,200.00	1,267.63	86.23	153.86	600.00	513.77

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-550-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-551-5349-00	MISCELLANEOUS CONTRACT SERVICES	20,000.00	20,764.00	0.00	8,482.24	4,646.00	7,635.76
100-551-5400-00	OFFICE SUPPLIES AND MATERIALS	1,250.00	1,270.16	0.00	39.66	380.50	850.00
100-551-5500-00	CAPITAL OUTLAY	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00
100-560-5100-00	REGULAR SALARIES	91,000.00	91,000.00	10,013.60	75,602.91	0.00	15,397.09
100-560-5200-00	PERS	13,100.00	13,100.00	1,373.91	10,075.34	0.00	3,024.66
100-560-5210-00	MEDICARE	1,350.00	1,350.00	139.93	1,060.63	0.00	289.37
100-560-5220-00	WORKERS' COMPENSATION	2,330.00	2,330.00	0.00	265.10	0.00	2,064.90
100-560-5230-00	INSURANCE PREMIUMS	24,500.00	24,500.00	1,766.36	19,385.08	3,329.42	1,785.50
100-560-5240-00	TRAVEL/TRANSPORTATION	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00
100-560-5250-00	UNIFORMS/LICENSES	350.00	350.00	0.00	200.00	125.75	24.25
100-560-5320-00	PROFESSIONAL SERVICES	15,000.00	16,120.00	70.00	10,745.00	165.00	5,210.00
100-560-5325-00	TRAINING/EDUCATION	5,000.00	5,000.00	0.00	2,511.87	0.00	2,488.13
100-560-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	5,000.00	5,193.88	0.00	4,165.03	293.06	735.79
100-560-5400-00	OFFICE SUPPLIES AND MATERIALS	1,500.00	1,521.00	0.00	1,348.54	146.46	26.00
100-560-5410-00	OPERATION AND MAINTENANCE	2,500.00	3,017.07	62.00	863.51	1,208.19	945.37
100-560-5500-00	CAPITAL OUTLAY	3,000.00	3,000.00	0.00	750.00	0.00	2,250.00
100-570-5310-00	COMMUNICATIONS/PRINTING/ADVERTISING	24,000.00	24,090.17	1,209.13	15,597.56	6,068.64	2,423.97
100-570-5320-00	PROFESSIONAL SERVICES	225,000.00	254,975.84	33,351.58	158,806.32	62,584.89	33,584.63
100-570-5322-00	INCOME TAX COLLECTION FEES	186,000.00	186,000.00	14,900.79	140,608.83	0.00	45,391.17
100-570-5323-00	COUNTY AUDITOR/TREASURER FEES	16,000.00	16,000.00	0.00	12,123.33	0.00	3,876.67
100-570-5324-00	ELECTION EXPENSES	3,000.00	3,000.00	0.00	2,124.08	0.00	875.92
100-570-5343-00	CANAL WINCHESTER HISTORICAL SOCIETY	8,000.00	8,000.00	0.00	4,000.00	4,000.00	0.00
100-570-5343-01	NATIONAL BARBER MUSEUM	3,600.00	3,600.00	0.00	0.00	0.00	3,600.00
100-570-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	14,000.00	14,000.00	0.00	7,407.06	6,000.00	592.94
100-570-5347-00	PAYMENT TO POLITICAL SUBDIVISION	500,000.00	677,732.73	52,960.24	554,904.96	121,734.55	1,093.22
100-570-5601-00	LEASE PRINCIPAL	104,300.00	104,300.00	17,309.76	61,094.12	31,309.14	11,896.74
100-570-5611-00	LEASE INTEREST	23,500.00	23,500.00	5,173.95	16,384.34	6,140.48	975.18
100-570-5700-00	TRANSFER OUT	1,240,000.00	1,690,000.00	84,500.00	1,155,500.00	0.00	534,500.00
100-600-5100-00	REGULAR SALARIES	126,000.00	126,000.00	14,129.84	106,626.31	0.00	19,373.69
100-600-5110-00	OVERTIME SALARIES	200.00	200.00	0.00	0.00	0.00	200.00
100-600-5200-00	PERS	18,100.00	18,100.00	1,928.14	14,139.66	0.00	3,960.34
100-600-5210-00	MEDICARE	1,870.00	1,870.00	201.62	1,521.92	0.00	348.08
100-600-5220-00	WORKERS' COMPENSATION	3,220.00	3,220.00	0.00	370.74	0.00	2,849.26
100-600-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	1,772.36	19,445.08	3,591.42	3,963.50
100-600-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00
100-600-5250-00	UNIFORMS/LICENSES	650.00	650.00	0.00	0.00	109.18	540.82
100-600-5320-00	PROFESSIONAL SERVICES	100,000.00	276,214.57	26,055.44	143,200.48	103,225.61	29,788.48
100-600-5320-01	CONSTRUCTION PROFESSIONAL SERVICES	215,000.00	518,446.04	45,018.73	299,056.90	200,768.74	18,620.40
100-600-5325-00	TRAINING/EDUCATION	1,200.00	1,200.00	0.00	330.00	0.00	870.00
100-600-5349-00	MISCELLANEOUS CONTRACT SERVICES	1,000.00	1,000.00	0.00	312.62	230.38	457.00
100-600-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	0.00	679.72	234.90	85.38
100-600-5500-00	CAPITAL OUTLAY	2,000.00	2,000.00	0.00	433.07	0.00	1,566.93
100-600-5501-00	CONSTRUCTION CAPITAL OUTLAY	730,000.00	918,451.10	464,473.38	757,072.55	106,362.28	55,016.27
100-603-5340-00	OTHER CONTRACT SERVICES	20,000.00	21,859.03	2,233.97	11,932.71	5,498.79	4,427.53
100-603-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,979.64	71.13	2,054.28	180.47	3,744.89
100-603-5500-00	CAPITAL OUTLAY	35,000.00	35,000.00	0.00	0.00	34,733.12	266.88
TOTAL EXPENDITURES		8,356,825.00	10,077,893.97	1,374,572.96	7,202,811.59	1,238,078.25	1,637,004.13
TOTAL REVENUES		8,258,400.00	8,258,400.00	799,677.23	8,678,509.17	0.00	(420,109.17)
TOTAL EXPENDITURES		8,356,825.00	10,077,893.97	1,374,572.96	7,202,811.59	1,238,078.25	1,637,004.13
NET OF REVENUES & EXPENDITURES		(98,425.00)	(1,819,493.97)	(574,895.73)	1,475,697.58	(1,238,078.25)	(2,057,113.30)
BEG. FUND BALANCE		6,693,401.61	6,693,401.61		6,693,401.61		

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
END FUND BALANCE		6,594,976.61	4,873,907.64		8,169,099.19		
Fund 200 - STREET MAINTENANCE							
Revenues							
200-000-4322-00	AUTO LICENSE TAX	64,000.00	64,000.00	5,395.74	58,146.39	0.00	5,853.61
200-000-4323-00	GASOLINE TAX	267,000.00	267,000.00	24,512.68	233,660.69	0.00	33,339.31
200-000-4700-00	INTEREST	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
200-000-4810-00	MISCELLANEOUS	2,750.00	2,750.00	150.05	2,996.24	0.00	(246.24)
TOTAL REVENUES		335,750.00	335,750.00	30,058.47	294,803.32	0.00	40,946.68
Expenditures							
200-601-5100-00	REGULAR SALARIES	154,000.00	154,000.00	12,951.22	116,044.57	0.00	37,955.43
200-601-5110-00	OVERTIME SALARIES	4,500.00	4,500.00	0.00	1,386.99	0.00	3,113.01
200-601-5200-00	PERS	23,000.00	23,000.00	1,785.18	15,839.08	0.00	7,160.92
200-601-5210-00	MEDICARE	2,400.00	2,400.00	183.11	1,673.11	0.00	726.89
200-601-5220-00	WORKERS' COMPENSATION	4,100.00	4,100.00	0.00	417.96	0.00	3,682.04
200-601-5230-00	INSURANCE PREMIUMS	49,000.00	49,000.00	3,532.72	38,520.16	6,658.84	3,821.00
200-601-5240-00	TRAVEL/TRANSPORTATION	50.00	50.00	0.00	0.00	0.00	50.00
200-601-5250-00	UNIFORMS/LICENSES	1,300.00	1,300.00	0.00	600.00	345.35	354.65
200-601-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	105.00	0.00	395.00
200-601-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	694.41	0.00	55.59
200-601-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,000.00	0.00	948.12	1,614.37	437.51
200-601-5500-00	CAPITAL OUTLAY	4,000.00	4,000.00	0.00	750.00	0.00	3,250.00
200-602-5410-00	OPERATION AND MAINTENANCE	8,000.00	9,429.72	275.44	1,598.52	374.56	7,456.64
200-602-5411-00	FUEL	12,000.00	12,000.00	0.00	8,330.07	3,669.93	0.00
200-602-5420-00	FLEET OPERATION AND MAINTENANCE	12,000.00	12,604.57	720.02	10,608.19	1,065.14	931.24
200-602-5500-00	CAPITAL OUTLAY	7,000.00	11,465.00	277.94	7,764.11	198.03	3,502.86
200-602-5601-00	LEASE PRINCIPAL	15,750.00	15,750.00	0.00	5,429.19	9,703.14	617.67
200-602-5611-00	LEASE INTEREST	900.00	900.00	0.00	272.50	627.50	0.00
200-603-5352-00	GIS	4,500.00	4,500.00	0.00	382.22	0.00	4,117.78
200-603-5410-00	OPERATION AND MAINTENANCE	35,000.00	37,089.18	617.32	8,989.76	6,268.79	21,830.63
200-603-5500-00	CAPITAL OUTLAY	10,000.00	19,300.00	0.00	6,391.66	6,736.72	6,171.62
200-604-5410-00	OPERATION AND MAINTENANCE	35,000.00	36,425.00	0.00	27,330.35	3,688.40	5,406.25
TOTAL EXPENDITURES		386,750.00	406,063.47	20,342.95	254,075.97	40,950.77	111,036.73
TOTAL REVENUES		335,750.00	335,750.00	30,058.47	294,803.32	0.00	40,946.68
TOTAL EXPENDITURES		386,750.00	406,063.47	20,342.95	254,075.97	40,950.77	111,036.73
NET OF REVENUES & EXPENDITURES		(51,000.00)	(70,313.47)	9,715.52	40,727.35	(40,950.77)	(70,090.05)
BEG. FUND BALANCE		498,991.54	498,991.54		498,991.54		
END FUND BALANCE		447,991.54	428,678.07		539,718.89		
Fund 201 - STATE HIGHWAY							
Revenues							
201-000-4322-00	AUTO LICENSE TAX	5,200.00	5,200.00	437.50	4,714.59	0.00	485.41
201-000-4323-00	GASOLINE TAX	21,750.00	21,750.00	1,987.51	18,945.46	0.00	2,804.54
201-000-4700-00	INTEREST	400.00	400.00	0.00	0.00	0.00	400.00
TOTAL REVENUES		27,350.00	27,350.00	2,425.01	23,660.05	0.00	3,689.95
Expenditures							

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 201 - STATE HIGHWAY							
Expenditures							
201-603-5340-00	OTHER CONTRACT SERVICES	5,000.00	5,000.00	1,117.54	2,755.04	7.46	2,237.50
201-603-5410-00	OPERATION AND MAINTENANCE	13,350.00	14,350.00	1,492.77	5,395.45	1,520.20	7,434.35
201-603-5500-00	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
201-603-5601-00	LEASE PRINCIPAL	3,700.00	3,700.00	0.00	1,283.26	1,316.74	1,100.00
201-603-5611-00	LEASE INTEREST	300.00	300.00	0.00	68.12	56.88	175.00
TOTAL EXPENDITURES		27,350.00	28,350.00	2,610.31	9,501.87	7,901.28	10,946.85
TOTAL REVENUES		27,350.00	27,350.00	2,425.01	23,660.05	0.00	3,689.95
TOTAL EXPENDITURES		27,350.00	28,350.00	2,610.31	9,501.87	7,901.28	10,946.85
NET OF REVENUES & EXPENDITURES		0.00	(1,000.00)	(185.30)	14,158.18	(7,901.28)	(7,256.90)
BEG. FUND BALANCE		62,991.51	62,991.51		62,991.51		62,991.51
END FUND BALANCE		62,991.51	61,991.51		77,149.69		
Fund 202 - COURT TECH FUND A							
Revenues							
202-000-4691-00	COMPUTER FEE	2,400.00	2,400.00	173.00	1,839.00	0.00	561.00
TOTAL REVENUES		2,400.00	2,400.00	173.00	1,839.00	0.00	561.00
Expenditures							
202-510-5340-00	OTHER CONTRACT SERVICES	1,200.00	1,200.00	0.00	965.50	45.00	189.50
202-510-5400-00	OFFICE SUPPLIES AND MATERIALS	600.00	600.00	0.00	0.00	300.00	300.00
202-510-5410-00	OPERATION AND MAINTENANCE	500.00	500.00	0.00	0.00	0.00	500.00
TOTAL EXPENDITURES		2,300.00	2,300.00	0.00	965.50	345.00	989.50
TOTAL REVENUES		2,400.00	2,400.00	173.00	1,839.00	0.00	561.00
TOTAL EXPENDITURES		2,300.00	2,300.00	0.00	965.50	345.00	989.50
NET OF REVENUES & EXPENDITURES		100.00	100.00	173.00	873.50	(345.00)	(428.50)
BEG. FUND BALANCE		21,656.92	21,656.92		21,656.92		21,656.92
END FUND BALANCE		21,756.92	21,756.92		22,530.42		
Fund 203 - COURT TECH FUND B							
Revenues							
203-000-4691-00	COMPUTER FEE	8,000.00	8,000.00	582.00	6,134.00	0.00	1,866.00
TOTAL REVENUES		8,000.00	8,000.00	582.00	6,134.00	0.00	1,866.00
Expenditures							
203-510-5340-00	OTHER CONTRACT SERVICES	1,400.00	1,400.00	0.00	965.50	45.00	389.50
203-510-5400-00	OFFICE SUPPLIES AND MATERIALS	600.00	600.00	0.00	0.00	300.00	300.00
203-510-5410-00	OPERATION AND MAINTENANCE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL EXPENDITURES		3,000.00	3,000.00	0.00	965.50	345.00	1,689.50
TOTAL REVENUES		8,000.00	8,000.00	582.00	6,134.00	0.00	1,866.00

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 203 - COURT TECH FUND B							
TOTAL EXPENDITURES		3,000.00	3,000.00	0.00	965.50	345.00	1,689.50
NET OF REVENUES & EXPENDITURES		5,000.00	5,000.00	582.00	5,168.50	(345.00)	176.50
BEG. FUND BALANCE		9,889.27	9,889.27		9,889.27		
END FUND BALANCE		14,889.27	14,889.27		15,057.77		
Fund 204 - PERMISSIVE TAX							
Revenues							
204-000-4324-00	PERMISSIVE AUTO LICENSE TAX	64,000.00	64,000.00	5,715.00	54,593.82	0.00	9,406.18
TOTAL REVENUES		64,000.00	64,000.00	5,715.00	54,593.82	0.00	9,406.18
Expenditures							
204-603-5340-00	OTHER CONTRACT SERVICES	7,900.00	8,900.00	1,492.77	3,078.49	1,000.00	4,821.51
204-603-5410-00	OPERATION AND MAINTENANCE	6,800.00	6,800.00	0.00	0.00	0.00	6,800.00
204-603-5601-00	LEASE PRINCIPAL	47,000.00	47,000.00	0.00	23,903.74	21,236.88	1,859.38
204-603-5611-00	LEASE INTEREST	2,300.00	2,300.00	0.00	369.90	1,930.10	0.00
TOTAL EXPENDITURES		64,000.00	65,000.00	1,492.77	27,352.13	24,166.98	13,480.89
TOTAL REVENUES		64,000.00	64,000.00	5,715.00	54,593.82	0.00	9,406.18
TOTAL EXPENDITURES		64,000.00	65,000.00	1,492.77	27,352.13	24,166.98	13,480.89
NET OF REVENUES & EXPENDITURES		0.00	(1,000.00)	4,222.23	27,241.69	(24,166.98)	(4,074.71)
BEG. FUND BALANCE		114,023.03	114,023.03		114,023.03		
END FUND BALANCE		114,023.03	113,023.03		141,264.72		
Fund 205 - BED TAX FUND							
Revenues							
205-000-4220-00	HOTEL/MOTEL TAX	70,000.00	70,000.00	7,529.13	42,198.78	0.00	27,801.22
TOTAL REVENUES		70,000.00	70,000.00	7,529.13	42,198.78	0.00	27,801.22
Expenditures							
205-501-5351-00	BED TAX GRANT	22,000.00	30,000.00	0.00	23,000.00	1,000.00	6,000.00
205-570-5344-00	DESTINATION: CANAL WINCHESTER	30,000.00	30,000.00	0.00	12,692.31	17,307.69	0.00
TOTAL EXPENDITURES		52,000.00	60,000.00	0.00	35,692.31	18,307.69	6,000.00
TOTAL REVENUES		70,000.00	70,000.00	7,529.13	42,198.78	0.00	27,801.22
TOTAL EXPENDITURES		52,000.00	60,000.00	0.00	35,692.31	18,307.69	6,000.00
NET OF REVENUES & EXPENDITURES		18,000.00	10,000.00	7,529.13	6,506.47	(18,307.69)	21,801.22
BEG. FUND BALANCE		126,179.49	126,179.49		126,179.49		
END FUND BALANCE		144,179.49	136,179.49		132,685.96		
Fund 207 - BWC GRANT							
Revenues							
207-000-4340-00	STATE GRANTS	2,500.00	2,500.00	(161.25)	1,588.75	(64.50)	975.75
TOTAL REVENUES		2,500.00	2,500.00	(161.25)	1,588.75	(64.50)	975.75

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 207 - BWC GRANT							
Expenditures							
207-521-5320-00	PROFESSIONAL SERVICES	2,500.00	2,500.00	0.00	725.50	1,700.00	74.50
TOTAL EXPENDITURES		2,500.00	2,500.00	0.00	725.50	1,700.00	74.50
TOTAL REVENUES		2,500.00	2,500.00	(161.25)	1,588.75	(64.50)	975.75
TOTAL EXPENDITURES		2,500.00	2,500.00	0.00	725.50	1,700.00	74.50
NET OF REVENUES & EXPENDITURES		0.00	0.00	(161.25)	863.25	(1,764.50)	901.25
BEG. FUND BALANCE		425.50	425.50		425.50		
END FUND BALANCE		425.50	425.50		1,288.75		
Fund 209 - DILEY ROAD PITIE FUND							
Revenues							
209-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	200,000.00	200,000.00	0.00	211,258.95	0.00	(11,258.95)
TOTAL REVENUES		200,000.00	200,000.00	0.00	211,258.95	0.00	(11,258.95)
Expenditures							
209-570-5323-00	COUNTY AUDITOR/TREASURER FEES	4,500.00	4,500.00	0.00	3,835.37	0.00	664.63
TOTAL EXPENDITURES		4,500.00	4,500.00	0.00	3,835.37	0.00	664.63
TOTAL REVENUES		200,000.00	200,000.00	0.00	211,258.95	0.00	(11,258.95)
TOTAL EXPENDITURES		4,500.00	4,500.00	0.00	3,835.37	0.00	664.63
NET OF REVENUES & EXPENDITURES		195,500.00	195,500.00	0.00	207,423.58	0.00	(11,923.58)
BEG. FUND BALANCE		1,124,635.62	1,124,635.62		1,124,635.62		
END FUND BALANCE		1,320,135.62	1,320,135.62		1,332,059.20		
Fund 210 - GENDER ROAD TIF							
Revenues							
210-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	120,000.00	120,000.00	0.00	252,550.82	0.00	(132,550.82)
TOTAL REVENUES		120,000.00	120,000.00	0.00	252,550.82	0.00	(132,550.82)
Expenditures							
210-570-5323-00	COUNTY AUDITOR/TREASURER FEES	4,000.00	4,000.00	0.00	3,750.73	0.00	249.27
210-570-5410-00	OPERATION AND MAINTENANCE	40,000.00	144,000.00	0.00	143,604.00	0.00	396.00
210-570-5800-00	ADVANCES OUT	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00
TOTAL EXPENDITURES		84,000.00	188,000.00	0.00	147,354.73	0.00	40,645.27
TOTAL REVENUES		120,000.00	120,000.00	0.00	252,550.82	0.00	(132,550.82)
TOTAL EXPENDITURES		84,000.00	188,000.00	0.00	147,354.73	0.00	40,645.27
NET OF REVENUES & EXPENDITURES		36,000.00	(68,000.00)	0.00	105,196.09	0.00	(173,196.09)
BEG. FUND BALANCE		84,394.82	84,394.82		84,394.82		
END FUND BALANCE		120,394.82	16,394.82		189,590.91		
Fund 211 - CEMETERY FUND							

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 211 - CEMETERY FUND							
Revenues							
211-000-4541-00	PERPETUAL CARE	5,000.00	5,000.00	900.00	2,772.50	0.00	2,227.50
TOTAL REVENUES		5,000.00	5,000.00	900.00	2,772.50	0.00	2,227.50
TOTAL REVENUES		5,000.00	5,000.00	900.00	2,772.50	0.00	2,227.50
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		5,000.00	5,000.00	900.00	2,772.50	0.00	2,227.50
BEG. FUND BALANCE		11,289.21	11,289.21		11,289.21		
END FUND BALANCE		16,289.21	16,289.21		14,061.71		
Fund 212 - MCGILL PARK FUND							
Revenues							
212-000-4820-00	DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	55,000.00	0.00	(55,000.00)
TOTAL REVENUES		0.00	0.00	0.00	55,000.00	0.00	(55,000.00)
TOTAL REVENUES		0.00	0.00	0.00	55,000.00	0.00	(55,000.00)
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	55,000.00	0.00	(55,000.00)
BEG. FUND BALANCE		50,000.00	50,000.00		50,000.00		
END FUND BALANCE		50,000.00	50,000.00		105,000.00		
Fund 300 - GENERAL OBLIGATION BONDS							
Revenues							
300-000-4900-00	TRANSFER IN	1,240,000.00	1,240,000.00	84,500.00	1,155,500.00	0.00	84,500.00
TOTAL REVENUES		1,240,000.00	1,240,000.00	84,500.00	1,155,500.00	0.00	84,500.00
Expenditures							
300-571-5600-00	DEBT PRINCIPAL	1,080,000.00	1,100,000.00	20,000.00	516,628.32	570,000.00	13,371.68
300-571-5610-00	DEBT INTEREST	195,000.00	175,000.00	18,457.50	141,665.19	18,978.75	14,356.06
TOTAL EXPENDITURES		1,275,000.00	1,275,000.00	38,457.50	658,293.51	588,978.75	27,727.74
TOTAL REVENUES		1,240,000.00	1,240,000.00	84,500.00	1,155,500.00	0.00	84,500.00
TOTAL EXPENDITURES		1,275,000.00	1,275,000.00	38,457.50	658,293.51	588,978.75	27,727.74
NET OF REVENUES & EXPENDITURES		(35,000.00)	(35,000.00)	46,042.50	497,206.49	(588,978.75)	56,772.26
BEG. FUND BALANCE		64,308.50	64,308.50		64,308.50		
END FUND BALANCE		29,308.50	29,308.50		561,514.99		
Fund 400 - CAPITAL IMPROVEMENTS							
Revenues							
400-700-4700-00	INTEREST	500.00	500.00	40.81	378.09	0.00	121.91
TOTAL REVENUES		500.00	500.00	40.81	378.09	0.00	121.91

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 400 - CAPITAL IMPROVEMENTS							
Expenditures							
400-700-5500-00	CAPITAL OUTLAY	178,506.00	180,336.82	0.00	826.47	5,750.00	173,760.35
TOTAL EXPENDITURES		178,506.00	180,336.82	0.00	826.47	5,750.00	173,760.35
TOTAL REVENUES		500.00	500.00	40.81	378.09	0.00	121.91
TOTAL EXPENDITURES		178,506.00	180,336.82	0.00	826.47	5,750.00	173,760.35
NET OF REVENUES & EXPENDITURES		(178,006.00)	(179,836.82)	40.81	(448.38)	(5,750.00)	(173,638.44)
BEG. FUND BALANCE		176,147.20	176,147.20		176,147.20		
END FUND BALANCE		(1,858.80)	(3,689.62)		175,698.82		
Fund 401 - ISSUE 2 / CDBG GRANTS							
Revenues							
401-000-4340-00	STATE GRANTS	2,423,406.00	2,423,406.00	0.00	94,562.41	0.00	2,328,843.59
TOTAL REVENUES		2,423,406.00	2,423,406.00	0.00	94,562.41	0.00	2,328,843.59
Expenditures							
401-600-5501-00	CONSTRUCTION CAPITAL OUTLAY	2,496,628.00	2,746,628.00	67,096.17	379,834.13	1,706,940.45	659,853.42
TOTAL EXPENDITURES		2,496,628.00	2,746,628.00	67,096.17	379,834.13	1,706,940.45	659,853.42
TOTAL REVENUES		2,423,406.00	2,423,406.00	0.00	94,562.41	0.00	2,328,843.59
TOTAL EXPENDITURES		2,496,628.00	2,746,628.00	67,096.17	379,834.13	1,706,940.45	659,853.42
NET OF REVENUES & EXPENDITURES		(73,222.00)	(323,222.00)	(67,096.17)	(285,271.72)	(1,706,940.45)	1,668,990.17
BEG. FUND BALANCE		73,222.01	73,222.01		73,222.01		
END FUND BALANCE		0.01	(249,999.99)		(212,049.71)		
Fund 500 - WATER							
Revenues							
500-000-4420-00	WATER SPECIAL ASSESSMENT	500.00	500.00	0.00	57.36	0.00	442.64
500-000-4530-00	USER CHARGES	1,425,000.00	1,425,000.00	198,057.30	1,240,867.08	0.00	184,132.92
500-000-4532-00	BULK WATER CHARGES	10,000.00	10,000.00	405.00	2,519.00	0.00	7,481.00
500-000-4533-00	CELLULAR ANTENNA RENT	35,000.00	35,000.00	3,013.40	30,134.00	0.00	4,866.00
500-000-4670-00	WATER METER FEES	0.00	0.00	400.00	11,600.00	0.00	(11,600.00)
500-000-4810-00	MISCELLANEOUS	1,500.00	1,500.00	12.00	140.00	0.00	1,360.00
TOTAL REVENUES		1,472,000.00	1,472,000.00	201,887.70	1,285,317.44	0.00	186,682.56
Expenditures							
500-800-5100-00	REGULAR SALARIES	315,000.00	315,000.00	33,882.10	253,402.94	0.00	61,597.06
500-800-5110-00	OVERTIME SALARIES	7,600.00	7,600.00	989.30	7,918.24	0.00	(318.24)
500-800-5200-00	PERS	46,350.00	46,350.00	4,834.50	35,560.98	0.00	10,789.02
500-800-5210-00	MEDICARE	4,800.00	4,800.00	500.10	3,787.44	0.00	1,012.56
500-800-5220-00	WORKERS' COMPENSATION	8,250.00	8,250.00	0.00	968.03	0.00	7,281.97
500-800-5230-00	INSURANCE PREMIUMS	103,000.00	103,000.00	6,833.88	74,864.56	10,185.67	17,949.77
500-800-5240-00	TRAVEL/TRANSPORTATION	200.00	200.00	0.00	0.00	0.00	200.00
500-800-5250-00	UNIFORMS/LICENSES	2,900.00	2,900.00	0.00	1,410.00	376.31	1,113.69
500-800-5320-00	PROFESSIONAL SERVICES	10,000.00	11,381.98	1,602.87	7,760.91	2,999.16	621.91
500-800-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	185.00	1,230.00	0.00	770.00

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 500 - WATER							
Expenditures							
500-800-5326-00	BILL PRINTING/MAILING SERVICES	4,000.00	4,269.34	524.57	3,110.20	1,015.98	143.16
500-800-5330-00	INSURANCE/BONDING	14,000.00	14,000.00	11,172.04	12,123.13	1,827.96	48.91
500-800-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	5,000.00	5,000.00	0.00	4,585.27	0.00	414.73
500-800-5348-00	STATE OPERATING FEES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
500-800-5400-00	OFFICE SUPPLIES AND MATERIALS	4,500.00	5,278.51	0.00	1,213.76	1,668.62	2,396.13
500-800-5500-00	CAPITAL OUTLAY	7,000.00	7,000.00	0.00	1,243.67	0.00	5,756.33
500-800-5600-00	DEBT PRINCIPAL	180,000.00	180,000.00	0.00	179,320.35	0.00	679.65
500-800-5601-00	LEASE PRINCIPAL	3,250.00	3,250.00	0.00	1,604.08	1,645.92	0.00
500-800-5610-00	DEBT INTEREST	55,000.00	55,000.00	0.00	54,709.57	0.00	290.43
500-800-5611-00	LEASE INTEREST	150.00	150.00	0.00	81.75	68.25	0.00
500-801-5340-00	OTHER CONTRACT SERVICES	12,500.00	13,134.50	91.02	8,621.94	614.00	3,898.56
500-801-5410-00	OPERATION AND MAINTENANCE	30,000.00	32,082.70	2,797.57	25,215.35	1,974.18	4,893.17
500-801-5410-01	CHEMICALS	225,000.00	279,059.89	21,560.84	224,996.20	13,177.47	40,886.22
500-801-5500-00	CAPITAL OUTLAY	35,000.00	35,000.00	0.00	3,500.00	2,105.00	29,395.00
500-802-5300-00	UTILITIES	85,000.00	90,176.26	6,236.53	62,479.67	18,307.54	9,389.05
500-802-5340-00	OTHER CONTRACT SERVICES	102,500.00	157,125.00	1,195.77	34,367.71	59,633.57	63,123.72
500-802-5347-00	PAYMENT TO POLITICAL SUBDIVISION	120,000.00	130,885.47	8,737.76	87,664.33	23,015.94	20,205.20
500-802-5352-00	GIS	9,000.00	9,000.00	114.98	1,830.08	3,552.14	3,617.78
500-802-5410-00	OPERATION AND MAINTENANCE	30,000.00	30,805.25	4,836.20	18,858.68	3,916.70	8,029.87
500-802-5411-00	FUEL	55,000.00	7,113.78	0.00	2,859.38	2,511.38	1,743.02
500-802-5420-00	FLEET OPERATION AND MAINTENANCE	2,000.00	2,251.42	169.30	1,026.69	991.84	232.89
500-802-5500-00	CAPITAL OUTLAY	110,000.00	117,729.50	0.00	53,993.64	3,609.00	60,126.86
TOTAL EXPENDITURES		1,594,000.00	1,684,793.60	106,264.33	1,170,308.55	153,196.63	361,288.42
TOTAL REVENUES		1,472,000.00	1,472,000.00	201,887.70	1,285,317.44	0.00	186,682.56
TOTAL EXPENDITURES		1,594,000.00	1,684,793.60	106,264.33	1,170,308.55	153,196.63	361,288.42
NET OF REVENUES & EXPENDITURES		(122,000.00)	(212,793.60)	95,623.37	115,008.89	(153,196.63)	(174,605.86)
BEG. FUND BALANCE		1,229,548.52	1,229,548.52		1,229,548.52		
END FUND BALANCE		1,107,548.52	1,016,754.92		1,344,557.41		
Fund 501 - WATER CONNECTIONS							
Revenues							
501-000-4531-00	CAPACITY FEES	200,000.00	200,000.00	90,094.33	410,424.65	0.00	(210,424.65)
TOTAL REVENUES		200,000.00	200,000.00	90,094.33	410,424.65	0.00	(210,424.65)
Expenditures							
501-800-5600-00	DEBT PRINCIPAL	72,000.00	72,000.00	0.00	71,360.33	0.00	639.67
501-800-5610-00	DEBT INTEREST	13,000.00	13,000.00	0.00	12,900.13	0.00	99.87
501-803-5320-00	PROFESSIONAL SERVICES	75,000.00	77,828.00	2,641.25	2,887.25	280.75	74,660.00
501-803-5340-00	OTHER CONTRACT SERVICES	95,000.00	124,715.00	28,419.00	58,572.47	25,534.00	40,608.53
501-803-5500-00	CAPITAL OUTLAY	250,000.00	297,350.00	5,835.12	73,495.17	148,446.58	75,408.25
TOTAL EXPENDITURES		505,000.00	584,893.00	36,895.37	219,215.35	174,261.33	191,416.32
TOTAL REVENUES		200,000.00	200,000.00	90,094.33	410,424.65	0.00	(210,424.65)
TOTAL EXPENDITURES		505,000.00	584,893.00	36,895.37	219,215.35	174,261.33	191,416.32
NET OF REVENUES & EXPENDITURES		(305,000.00)	(384,893.00)	53,198.96	191,209.30	(174,261.33)	(401,840.97)
BEG. FUND BALANCE		1,629,511.97	1,629,511.97		1,629,511.97		

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 501 - WATER CONNECTIONS							
END FUND BALANCE		1,324,511.97	1,244,618.97		1,820,721.27		
Fund 510 - SEWER Revenues							
510-000-4430-00	SEWER SPECIAL ASSESSMENT	450.00	450.00	0.00	24.78	0.00	425.22
510-000-4530-00	USER CHARGES	1,640,000.00	1,640,000.00	299,672.41	1,744,388.16	0.00	(104,388.16)
510-000-4810-00	MISCELLANEOUS	2,500.00	2,500.00	11.98	119.80	0.00	2,380.20
TOTAL REVENUES		1,642,950.00	1,642,950.00	299,684.39	1,744,532.74	0.00	(101,582.74)
Expenditures							
510-810-5100-00	REGULAR SALARIES	310,000.00	310,000.00	33,257.44	250,975.77	0.00	59,024.23
510-810-5110-00	OVERTIME SALARIES	9,900.00	9,900.00	1,165.46	8,973.65	0.00	926.35
510-810-5200-00	PERS	45,720.00	45,720.00	4,771.72	35,067.53	0.00	10,652.47
510-810-5210-00	MEDICARE	4,730.00	4,730.00	487.00	3,698.80	0.00	1,031.20
510-810-5220-00	WORKERS' COMPENSATION	8,150.00	8,150.00	0.00	983.31	0.00	7,166.69
510-810-5230-00	INSURANCE PREMIUMS	122,000.00	122,000.00	8,833.30	95,417.30	18,179.17	8,403.53
510-810-5250-00	UNIFORMS/LICENSES	2,575.00	2,575.00	80.00	1,525.00	276.17	773.83
510-810-5320-00	PROFESSIONAL SERVICES	88,000.00	89,381.98	1,602.87	9,391.41	3,368.66	76,621.91
510-810-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	1.00	1,756.00	0.00	244.00
510-810-5326-00	BILL PRINTING/MAILING SERVICES	4,000.00	4,269.34	524.57	3,110.20	1,015.98	143.16
510-810-5330-00	INSURANCE/BONDING	14,000.00	14,000.00	11,172.04	12,123.13	1,827.96	48.91
510-810-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	9,600.00	9,600.00	94.00	4,752.86	95.00	4,752.14
510-810-5348-00	STATE OPERATING FEES	8,000.00	8,000.00	0.00	6,818.83	0.00	1,181.17
510-810-5349-00	MISCELLANEOUS CONTRACT SERVICES	5,500.00	5,952.02	365.00	4,091.00	1,850.00	11.02
510-810-5400-00	OFFICE SUPPLIES AND MATERIALS	4,000.00	5,109.06	48.08	1,713.94	1,521.42	1,873.70
510-810-5410-00	OPERATION AND MAINTENANCE	2,000.00	2,000.00	0.00	547.15	50.00	1,402.85
510-810-5500-00	CAPITAL OUTLAY	7,000.00	7,000.00	0.00	875.00	1,105.00	5,020.00
510-810-5600-00	DEBT PRINCIPAL	351,000.00	351,000.00	0.00	60,110.58	290,000.00	889.42
510-810-5601-00	LEASE PRINCIPAL	5,250.00	5,250.00	0.00	1,061.16	1,088.84	3,100.00
510-810-5610-00	DEBT INTEREST	74,000.00	74,000.00	0.00	46,293.67	27,640.25	66.08
510-810-5611-00	LEASE INTEREST	400.00	400.00	0.00	54.50	45.50	300.00
510-811-5300-00	UTILITIES	175,000.00	194,787.82	16,916.03	145,382.50	28,201.40	21,203.92
510-811-5310-00	COMMUNICATIONS/PRINTING/ADVERTISING	4,800.00	4,800.00	33.84	2,057.86	1,735.89	1,006.25
510-811-5320-00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	135.00	(135.00)
510-811-5346-00	SLUDGE REMOVAL	140,000.00	132,900.00	0.00	86,259.99	29,922.01	16,718.00
510-811-5349-00	MISCELLANEOUS CONTRACT SERVICES	25,000.00	44,233.89	1,743.76	23,962.36	10,168.83	10,102.70
510-811-5410-00	OPERATION AND MAINTENANCE	25,000.00	32,029.90	2,086.09	21,045.33	10,091.36	893.21
510-811-5411-00	FUEL	7,000.00	10,106.98	0.00	2,735.17	1,348.53	6,023.28
510-811-5420-00	FLEET OPERATION AND MAINTENANCE	2,000.00	2,409.58	356.58	1,977.51	309.68	122.39
510-811-5500-00	CAPITAL OUTLAY	51,000.00	54,028.03	5,498.00	39,050.75	4,190.78	10,786.50
510-812-5320-00	PROFESSIONAL SERVICES	5,000.00	5,035.00	0.00	7.78	0.00	5,027.22
510-812-5340-00	OTHER CONTRACT SERVICES	50,000.00	56,155.64	2,309.25	27,643.13	7,896.11	20,616.40
510-812-5352-00	GIS	9,000.00	9,000.00	114.98	1,830.08	3,552.14	3,617.78
510-812-5410-00	OPERATION AND MAINTENANCE	100,000.00	109,074.12	1,897.40	36,763.10	13,411.12	58,899.90
510-812-5500-00	CAPITAL OUTLAY	100,000.00	114,059.50	555.88	53,552.11	36,666.82	23,840.57
TOTAL EXPENDITURES		1,771,625.00	1,849,657.86	93,914.29	991,608.46	495,693.62	362,355.78
TOTAL REVENUES		1,642,950.00	1,642,950.00	299,684.39	1,744,532.74	0.00	(101,582.74)
TOTAL EXPENDITURES		1,771,625.00	1,849,657.86	93,914.29	991,608.46	495,693.62	362,355.78
NET OF REVENUES & EXPENDITURES		(128,675.00)	(206,707.86)	205,770.10	752,924.28	(495,693.62)	(463,938.52)
BEG. FUND BALANCE		1,434,221.19	1,434,221.19		1,434,221.19		
END FUND BALANCE		1,305,546.19	1,227,513.33		2,187,145.47		

PERIOD ENDING 10/31/2018

GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 511 - SEWER CONNECTIONS							
Revenues							
511-000-4531-00	CAPACITY FEES	500,000.00	500,000.00	89,955.67	788,481.85	0.00	(288,481.85)
TOTAL REVENUES		500,000.00	500,000.00	89,955.67	788,481.85	0.00	(288,481.85)
Expenditures							
511-810-5600-00	DEBT PRINCIPAL	167,500.00	167,500.00	0.00	159,523.81	0.00	7,976.19
511-810-5610-00	DEBT INTEREST	7,000.00	7,000.00	0.00	6,990.91	0.00	9.09
511-813-5320-00	PROFESSIONAL SERVICES	50,000.00	52,136.25	2,641.25	2,803.25	7,472.75	41,860.25
511-813-5340-00	OTHER CONTRACT SERVICES	350,000.00	379,208.39	98,298.75	161,130.01	12.55	218,065.83
511-813-5500-00	CAPITAL OUTLAY	150,000.00	194,939.20	740.28	47,929.28	44,832.82	102,177.10
TOTAL EXPENDITURES		724,500.00	800,783.84	101,680.28	378,377.26	52,318.12	370,088.46
TOTAL REVENUES		500,000.00	500,000.00	89,955.67	788,481.85	0.00	(288,481.85)
TOTAL EXPENDITURES		724,500.00	800,783.84	101,680.28	378,377.26	52,318.12	370,088.46
NET OF REVENUES & EXPENDITURES		(224,500.00)	(300,783.84)	(11,724.61)	410,104.59	(52,318.12)	(658,570.31)
BEG. FUND BALANCE		2,907,250.80	2,907,250.80		2,907,250.80		
END FUND BALANCE		2,682,750.80	2,606,466.96		3,317,355.39		
Fund 520 - STORM WATER FUND							
Revenues							
520-000-4440-00	STORM WATER SPECIAL ASSESSMENTS	100.00	100.00	0.00	0.00	0.00	100.00
520-000-4530-00	USER CHARGES	240,000.00	240,000.00	24,893.94	202,909.19	0.00	37,090.81
520-000-4622-01	NPDES INSPECTION FEE	0.00	0.00	0.00	13,200.00	0.00	(13,200.00)
520-000-4810-00	MISCELLANEOUS	0.00	0.00	23.98	739.80	0.00	(739.80)
520-000-4831-00	NOTE PROCEEDS	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL REVENUES		440,100.00	440,100.00	24,917.92	216,848.99	0.00	223,251.01
Expenditures							
520-820-5100-00	REGULAR SALARIES	68,000.00	68,000.00	7,336.92	54,113.98	0.00	13,886.02
520-820-5110-00	OVERTIME SALARIES	2,700.00	2,700.00	0.00	1,109.79	0.00	1,590.21
520-820-5200-00	PERS	10,220.00	10,220.00	1,016.15	7,607.20	0.00	2,612.80
520-820-5210-00	MEDICARE	1,060.00	1,060.00	103.78	787.47	0.00	272.53
520-820-5220-00	WORKERS' COMPENSATION	1,820.00	1,820.00	0.00	199.40	0.00	1,620.60
520-820-5230-00	INSURANCE PREMIUMS	26,000.00	26,000.00	1,769.36	17,615.08	3,335.42	5,049.50
520-820-5250-00	UNIFORMS/LICENSES	675.00	675.00	0.00	400.00	75.59	199.41
520-820-5320-00	PROFESSIONAL SERVICES	5,000.00	5,207.33	240.43	1,164.13	449.87	3,593.33
520-820-5325-00	TRAINING/EDUCATION	400.00	400.00	0.00	0.00	0.00	400.00
520-820-5326-00	BILL PRINTING/MAILING SERVICES	3,000.00	3,040.37	393.42	2,256.92	762.00	21.45
520-820-5330-00	INSURANCE/BONDING	5,000.00	5,000.00	3,437.55	4,008.20	562.45	429.35
520-820-5340-00	OTHER CONTRACT SERVICES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
520-820-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	462.95	0.00	37.05
520-820-5348-00	STATE OPERATING FEES	1,000.00	1,000.00	0.00	761.00	0.00	239.00
520-820-5400-00	OFFICE SUPPLIES AND MATERIALS	2,000.00	2,000.00	0.00	265.98	834.02	900.00
520-820-5410-00	OPERATION AND MAINTENANCE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
520-820-5500-00	CAPITAL OUTLAY	1,300.00	1,300.00	0.00	0.00	125.00	1,175.00
520-820-5600-00	DEBT PRINCIPAL	257,500.00	257,500.00	0.00	245,238.10	0.00	12,261.90
520-820-5601-00	LEASE PRINCIPAL	3,250.00	3,250.00	0.00	1,604.08	1,645.92	0.00
520-820-5610-00	DEBT INTEREST	9,000.00	9,000.00	0.00	3,245.78	0.00	5,754.22
520-820-5611-00	LEASE INTEREST	150.00	150.00	0.00	81.75	68.25	0.00

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GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 520 - STORM WATER FUND							
Expenditures							
520-821-5320-00	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	1,794.00	1,206.00	2,000.00
520-821-5340-00	OTHER CONTRACT SERVICES	20,375.00	20,465.00	0.00	2,242.18	3,612.85	14,609.97
520-821-5352-00	GIS	5,250.00	5,250.00	68.99	1,250.93	2,131.29	1,867.78
520-821-5410-00	OPERATION AND MAINTENANCE	43,000.00	43,000.00	0.00	21,519.73	650.00	20,830.27
520-821-5500-00	CAPITAL OUTLAY	25,000.00	25,130.00	0.00	115.12	0.00	25,014.88
TOTAL EXPENDITURES		500,200.00	500,667.70	14,366.60	367,843.77	15,458.66	117,365.27
TOTAL REVENUES		440,100.00	440,100.00	24,917.92	216,848.99	0.00	223,251.01
TOTAL EXPENDITURES		500,200.00	500,667.70	14,366.60	367,843.77	15,458.66	117,365.27
NET OF REVENUES & EXPENDITURES		(60,100.00)	(60,567.70)	10,551.32	(150,994.78)	(15,458.66)	105,885.74
BEG. FUND BALANCE		248,567.02	248,567.02		248,567.02		
END FUND BALANCE		188,467.02	187,999.32		97,572.24		
Fund 900 - COURT AGENCY							
Revenues							
900-000-4690-00	COURT FINES	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
TOTAL REVENUES		100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
Expenditures							
900-510-9999-00	MAYOR'S COURT DISTRIBUTIONS	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
TOTAL EXPENDITURES		100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
TOTAL REVENUES		100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
TOTAL EXPENDITURES		100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		385.00	385.00		385.00		
END FUND BALANCE		385.00	385.00		385.00		
Fund 901 - MEIJER-SPECIAL							
Revenues							
901-000-4700-00	INTEREST	700.00	700.00	0.00	0.00	0.00	700.00
TOTAL REVENUES		700.00	700.00	0.00	0.00	0.00	700.00
TOTAL REVENUES		700.00	700.00	0.00	0.00	0.00	700.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		700.00	700.00	0.00	0.00	0.00	700.00
BEG. FUND BALANCE		135,177.69	135,177.69		135,177.69		
END FUND BALANCE		135,877.69	135,877.69		135,177.69		
Fund 902 - GREENGATE DR AGENCY FUND							
Revenues							
902-000-4700-00	INTEREST	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00

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GL NUMBER	DESCRIPTION	2018		ACTIVITY FOR MONTH 10/31/18	YTD BALANCE 10/31/2018	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2018 AMENDED BUDGET				
Fund 902 - GREENGATE DR AGENCY FUND							
Revenues							
TOTAL REVENUES		1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL REVENUES		1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
BEG. FUND BALANCE		302,103.61	302,103.61		302,103.61		
END FUND BALANCE		303,603.61	303,603.61		302,103.61		
TOTAL REVENUES - ALL FUNDS		17,114,556.00	17,114,556.00	1,637,979.41	15,320,955.33	(64.50)	1,793,665.17
TOTAL EXPENDITURES - ALL FUNDS		18,128,684.00	20,560,368.26	1,857,693.53	11,849,587.97	4,524,392.53	4,186,387.76
NET OF REVENUES & EXPENDITURES		(1,014,128.00)	(3,445,812.26)	(219,714.12)	3,471,367.36	(4,524,457.03)	(2,392,722.59)
BEG. FUND BALANCE - ALL FUNDS		16,998,322.03	16,998,322.03		16,998,322.03		
END FUND BALANCE - ALL FUNDS		15,984,194.03	13,552,509.77		20,469,689.39		

COUNCIL UPDATE



October 31, 2018

Department of Public Service
Matthew C. Peoples, Director

Project Status:

Speed Control Guidance Document: We are working with EMH&T to provide comment on the technical portions of the speed control guidance document. In the meantime, we did a speed study on E. Waterloo at the city limits that returned an 85th percentile speed of 33.6 MPH. We have begun to implement some of the control measures with the temporary installation of a flashing 25 MPH sign. We plan on having that up and doing another speed study to see how it impacts speeds. Of note is a speed study was performed last year before the Canal Cove turn lanes were installed that resulted in an 85th percentile of 34.8, which indicates the addition of those lanes actually decreased the speeds in that area due to the shifting of the travel lanes and striping.

Westchester Park Improvements: We are happy to report we have received preliminary approval of the NatureWorks grant for Westchester Park in the amount of \$100,000. Final approval is pending approval from the State Controlling Board.

McGill Park: OHM continues work on a grading/drainage/utilities design for the park. We hope to begin a mass grading project this year that would plant turf in the spring in order to get sufficient growing seasons before any activity starts on them.

Office Renovations: We are working with our architects on office renovations at the Municipal Building and Community Center. Both focus on safety and security of staff and equipment.

Gender Road Paving: ODOT has scheduled to pave Gender Rd. from US Rt. 33 to Lithopolis Rd. in FY 2020 (beginning July, 2019) as part of their Urban Paving Program. The program pays 80% of the costs of paving related items with the city being responsible for the remaining 20% and all ancillary items such as pavement repairs, guardrail, drainage and lighting. The initial estimate for the paving portion is \$702,273 with our portion being \$140,455. We are discussing whether to include this in the 2019 budget as part of the street program or not.

2019 Street Capital Improvement Program: We are beginning planning for the 2019 Street CIP with the major focus on E. Waterloo St. and Ashbrook Village.

Gender IV OPWC Project: Project has hit substantial completion with the exception of the traffic signal and street light poles. There has been a delay in the manufacturing of the poles and they are not expected to ship until January. We have notified the contractor there will be liquidated damages assessed as the construction contract allows.

2018 Street Capital Improvement Program: Project is complete.

COUNCIL UPDATE



October 31, 2018

Division of Urban Forestry
Dick Miller, Urban Forester

Project Status:

Landscaping: 96 assorted newly planted conifers are proposed to bolster the existing visual screening (in part), of the existing public works complex from residents to the north of that complex. Proposed evergreen trees of assorted species and sizes could be installed in the spring of 2019.

Removals: Nine 6' tall trees will be repurposed that were dug from the old West Waterloo Street R.O.W. south of the new Hotel site.

Equipment: Two new 18" chain saws are being purchased to replaced two retired saws for use in house.

Pruning: We continue working in tank town and Winchester Trace as weather permits.

Invasive Plant Removals: We will begin spot treatment herbicide use on invasive Callery Pear and other species in various sites including rights of way and public lands. This dormant plant control will continue throughout the winter months.

COUNCIL UPDATE



October 31, 2018

Division of Water Reclamation
Steve Smith, Superintendent

Project Status:

S. Gender Lift Station: Following multiple pump failures due to flushable wipes, a new, less clog-prone pump is to be installed in mid-November. If local users continue to flush these items, it will be necessary to replace the second pump as well.

Manhole Inspections: The manholes in the Westchester area are being inspected per the normal every 4 years (25% of all city manholes) program.

NPDES Permit Renewal: The city has received, reviewed and commented on the draft NPDES (National Pollutant Discharge System) permit. We are still awaiting issuance of the final permit.

Safety:

- The city has been awarded the Ohio Water Environment Association (OWEA) highest safety award for its successful safety program and the new city safety manual. We were unable to pick up the award in person and are awaiting it to be sent to us.
- September found the safety committee conducting their annual inspection of the Water Reclamation Facility. October's safety meeting is on leaf pickup and plowing.

COUNCIL UPDATE



October 31, 2018

Division of Streets, Lands and Buildings
Shawn Starcher, Superintendent

Project Status:

Leaf Removal: We are just about a month into Leaf Removal Season and things have been a little slow but are starting to pick up now with all the recent rain we have had. Crews will continue to be out throughout the week picking up leaves. Street Sweeping has increased with leaf season here. It is a vital piece of equipment for helping pick up leaves from the gutter pans.

Winter season: Snow plows and other equipment have been serviced and is ready for this Winter Season

Mc Gill Park: Crews have completed demo work on two barns at the McGill property

Municipal Pool: Crews took care of several housekeeping items and winterization at the Municipal Pool.

Culverts: Culvert cleaning is 95% complete. We will finish the last area when weather permits.

Street Lights: Street lights in Zone F (Downtown area) were recently wiped clean and repainted

Traffic Signal: The traffic signal mast arm at High St./Waterloo St. was recently replaced after an accident damaged the pole late last year.

COUNCIL UPDATE



October 31, 2018

Division of Information Technology
Rick Brown, Coordinator

Project Status:

Network Environment: Continuing building the Disaster Recovery infrastructure

Building Security: Working with South Central Power on the addition of security cameras at city-owned buildings.

Town Hall Equipment: Planning physical move and upgrades for Town Hall equipment during carpet replacement

Updates/Audit/Repairs: Continuing the process of updating all equipment firmware and software and completed the annual Microsoft software audit. Updated IT Operations Manual.

COUNCIL UPDATE



October 31, 2018

Division of Water
Joe Taylor, Superintendent

Project Status:

Plant Production: We pumped 26.753 Million gallons in September at an average of .892 mgd per day. Average Hardness was 119 mg/l.

Brine Tank Cleaning: Staff recently performed a cleaning and inspection of the east brine tank.

Lab Certification: Staff is waiting on the EPA to perform a triennial lab re certification on all operators. The testing should take place soon.

Well #5: Well # 5 is out of service for a maintenance cleaning and to repair a faulting motor.

AMI: AMI Metering System installs are ongoing. We have around 1310 units installed. We have around 1900 more MIU's to install. We are at 40% completion.

Meters/Shutoffs: Shut offs were performed on 10/24/18. There were 38 properties on the shut off list. 29 properties were physically shut off. 5 duplexes turned off/back on and 4 properties that the curb boxes need attention. We completed meter reads on October 26th.

Valve Bolts: Staff is preparing to replace more valve bolts in November in selected areas.

COUNCIL UPDATE



October 31, 2018

Development Department

Lucas Haire, Director

Development Report

- A ground breaking ceremony is scheduled for the Winchester Office Park at 12:30 pm on November 7. The first two 7,000 square feet buildings are under construction.
- The new Hampton Inn has broken ground at 700 West Waterloo Street. It will consist of 93 rooms and is scheduled to be complete in January of 2020.
- We have issued building permits for 49 new single family homes through October to be constructed this year. This exceeds our total of 44 from 2017.
- Crossroads Church has begun site work on their new church building on Gender Road and Bigerton Bend.
- We have closed on the purchase of the former Parker Marathon lot at 18 West Waterloo Street.

New Businesses

- A grading permit has been issued to allow earthwork and clearing to begin at the Turning Stone project on North High Street.
- A grading permit has been issued for Mill-Tech to begin their project on Rutherford Drive in Canal Pointe.
- An application has been submitted for consideration by Planning and Zoning Commission for the third office building at the Winchester Office Park.