Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Meeting Agenda

April 1, 2019

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 - Bennett

C. Roll Call

D. Approval of Minutes

MIN-19-014	3-18-19 Work Session Minutes (Work Session Minutes)
MIN-19-015	3-18-19 City Council Minutes (Council Minutes)

E. Communications & Petitions

19-022	Autism Month Proclamation (Proclamation)
19-025	Arbor Day Foundation Letter (Letter)

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

RES-19-007 *Development*	A Resolution Approving The Mayor's Appointment Of Whit Wardell To Serve A Four Year Term As A Member Of The Landmarks Commission Expiring On December 31, 2022 (Resolution) *- Adoption*
RES-19-008 *Public Service*	A Resolution Authorizing The Mayor To Enter Into A Contract For The Participation In The ODOT Winter Contract (018-20) For Road Salt (Resolution) *- Adoption*

H. ORDINANCES

Tabled

ORD-18-046 *Development* *Sponsor: Jarvis*	An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 69.237 Acre Tract Of Exceptional Use (EU) To Limited Manufacturing (LM), Owned By Gender/Thirty Three, Located On The North Side Of Winchester Boulevard (PID 184-000532 And 184-000871) (Ordinance, Exhibit A) *- Tabled at Third Reading*

Third Reading

ORD-19-017
Development
Sponsor: Lynch

An Ordinance To Accept The Dedication Of Real Property From Waterloo Crossing OP LLC (**Ordinance, Exhibit A, Exhibit B**)

- Adoption

Second Reading **- NONE**

First Reading

ORD-19-020
Development

An Ordinance Authorizing The Mayor To Enter Into A Sign Easement Agreement With Canal Winchester Human Services To Provide For A Sign Easement On Parcel 184-001317 (**Ordinance, Exhibit A**)

- First Reading Only

ORD-19-021
Development

An Ordinance Authorizing The City Of Canal Winchester To Enter Into A Community Reinvestment Area Agreement With Opus Development Company, L.L.C., Pursuant To Section 3735.671 Of The Ohio Revised Code; Authorizing The City Of Canal Winchester To Enter Into A Related School Compensation Agreement With The Canal Winchester Local School District And Opus Development Company, L.L.C.; And Declaring An Emergency (**Ordinance_Exhibits**)

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

ORD-19-022
Development

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of Lots Six (6), Seven (7) And Eight (8) And Part Of Lot (10) In The Daniel Bergstresser Subdivision To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Lease To Trine Fairfield LLC, And To Declare An Emergency (**Ordinance, Exhibit A**)

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

ORD-19-023
Public Service

An Ordinance To Dedicate Lithopolis-Winchester Rd. Right-Of-Way (**Ordinance, Exhibits A_B_C_D**)

- First Reading Only

ORD-19-024
Development

An Ordinance Authorizing The Execution Of A Tax Increment Financing Agreement; And Declaring An Emergency (**Ordinance_Exhibits**)

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

I. Reports

Mayor's Report

Fairfield County Sheriff

Law Director

Finance Director

19-028 **Finance Director's Report**

Public Service Director

19-027 **Public Service Project Updates**

Development Director

19-026 **Development Report**

J. Council Reports

Work Session/Council - April 15, 2019 at 6:00 p.m.

Public Hearing - Monday, April 15, 2019 at 6:45 p.m.
- Bixby Road Property Rezoning

Committee of the Whole - Monday, April 29, 2019 at 6:00 p.m.

Work Session/Council - May 6, 2019 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
Canal Winchester, OH 43110

Meeting Minutes - DRAFT

March 18, 2019

6:00 PM

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Council Work Session

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

A. Call To Order *Mr. Walker called the meeting to order @ 6:03 p.m.*

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

C. Also In Attendance

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

D. Reports

Bill Sims - Thank you Mr. Walker, you probably know this, but the traffic signals are up and working on Gender Road; the old ones are gone, the overhead stuff – they're still working on removing foundations on the old work; it looks good down through there, a lot more open on the intersections, it looks a lot cleaner, the lights are working well, traffic seems to be flowing well; as soon as the electricians are done this week, Strawser Paving will be in to finish up a little bit of the concrete work at the corners, where there were conflicts with the existing things, should be getting that wrapped up here shortly; 2019 Street Program has been awarded, and the contracts have just come back from Columbus Asphalt Paving, we'll be getting those signed this week; getting the contract wrapped up, and getting a pre-construction meeting scheduled, I'm sure it will be in the early part of April; there is some other work going on in town on private projects; Westchester Section 13 is continuing to be under construction; they've been concentrating on earth work out there the last week or so, there's a little bit of utility work left, and hopefully when the weather turns around in the spring, they'll be ready to put the road in; Crossroads Church has been busy constructing the base for the private part of the roadway, and the driveway back to the church, so they have access to their building pad; they ended up ultimately cement stabilizing the subgrade, as well as the building pad, to give themselves a plateau to work out there without being knee-deep in the mud; the sanitary sewer is currently under construction into that site as well, it's moving kind of slow, groundwater is particularly high right now; the NIFCO building is underway on Robinette Way, that's moving right along; there is still a couple utility taps that have to be performed, but the building is being put up pretty quickly; MilTech has started on the end of Howe Parkway, at the end of Rutherford Drive; that's underway now as well, contractor has been installing water, sewer, and storm sewer; the Turning Stone project is continuing – the way that project is setup, the elevations and the various utilities have been bouncing around a bit; right now they've been bouncing between sanitary and water main; hopefully they should be ready to start working on roadway work in the spring as well.

Dick Miller - Miller: Thank you Mr. Walker, repeating a few things from the last meeting that I got updates on a few dates; bids have been accepted for the 70-tree planting for the street trees this spring; the decision on a contractor has not been made; we will be auguring the holes to plant the 100+ bare-root conifers along the north side of the water reclamation plant, that should happen within the next few weeks; Arbor Day is celebrated the last Friday of April at 2:15 this year, at the Indian Trail Elementary; that's always a hoot; the tree giveaway is the first Saturday in May at Stradley, that starts a 9am; the Conservation Workshop is at the Community Center, that's at 1pm on Saturday, April 21st; the city will

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accept its 26th year award as a Tree City on April 18th at Capital University.

Shawn Starcher - Starcher: Thank you Mr. Walker, it seems that we are stuck in-between seasons right now; we have been reluctant to put the plows away, hence last night scared us a little bit; we will continue to monitor things, probably here by the end of the month, we will be cleaning everything up and putting it away; we will be getting our mowing equipment out this week, prepping that for mowing season; crews have stayed busy with the DuraPatcher; every chance we get, we go out and take care of pothole issues, thanks for Fairfield County Sheriff's department – they've helped us out quite a bit on Gender Road; lastly, you might have seen some of our crews – they were out along Groveport Road, they were doing some brush cleanup along the Detty property, and along the skate park as well; Jarvis: I know we're hopefully over with the snow cleanup, things like that; how would you compare this year to last year, as far as the amount of efforts, materials, things like that? Starcher: Roughly, I think we were around 300 tons used, which is on the lower end; we did have a pretty rough January; it seems to be that's the trend sometimes – we'll have a very mild December, and a really rough January; I know we were thinking back in 2008, we had a horrible first couple weeks of March; we were all crossing our fingers that we wouldn't get that same thing; it's been mild this year; the guys have done a fantastic job of cleaning things up; the storms that we don't like is the freezing rain, and the little bit of snow, and then it freezes; honestly it's easier to cleanup 2, 3, 4 inches of snow; Jarvis: I will say one thing, you guys were on it; it looked like something was coming, you guys would pre-treat; if it did snow, everybody was on it; Starcher: Yeah, we've had a great response from residents – very few complaints whatsoever; if we had a complaint, it's been a subdivision about maybe a cul-de-sac, or something like that; we've had a lot of good response, and people thanking us for the service.

Rick Brown - Good evening everyone, highlights for February and March: I received my certifications for Network Defense Architect, so that's completed; we implemented all of the city cameras for all of the buildings; the people who have access to the cameras have access, and they can see them as needed; we have one more camera to put in at the pool; Shawn's department helped with digging the trench and the conduit, and put that in today actually; I think the 25th of March I'll install that camera for the parking lot over there; SKETA alarm technology – I got the bill for that, that's $10 for the last quarter, which is fantastic, because I think we were spending $250 a quarter before; that new technology paid off, saves us around $900 a year, so that's good; once again, Shawn's group has been helping me with a few things at the pool; the access control box down here, the technician is working on now; getting that fixed up so the Sarge can be happy; I created a draft for Matt's review for the camera use, so we have a policy for that; also, he asked me to come up with a change in management process; more than likely I'll follow the ICIL architecture; we'll come up with some processes and design architectures for that; our failover that we have been talking about for what feels like a year; I've been telling you all of the infrastructure stuff that I've been doing; we actually used that a couple weeks ago, we had a primary component on our server fail; we were able to move all of our servers over in 3 minutes – nobody saw any down time, there were no issues whatsoever; once we fixed that component, we moved it back in 3 minutes; once again, nobody had any down time; it worked as designed, which is a great way to test it if you have to; also, the seating and replicating for the disaster recovery site – we're about 80% done with that; that means we are loading data on that server, so we will continually update it once a day; if we have to go to that site, we'll be able to do that; the enterprise management software that we use gets replicated every hour down there, so we would just lose an hour's worth of work if we had to go down to the GR site for that; once again, that's a pretty good place to be; the net of what I wanted to say here, too - it's a milestone,

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because we are kind of done with the infrastructure that we were designing; as I reported at the mayor's offsite meeting a week or so ago – we are ready for anything that could be thrown our way; we have servers and resources, and everything there; I think the other departments were helping out with that, especially the finance department, to be able to get that done; Jarvis: When you're doing back-ups, are you doing full back-ups periodically – how does it keep it fresh? Brown: It depends on the site – the DR site gets a weekly backup; it's called "seating", for lack of a better – that's a technical term for it – it copies the data, and then we replicate it over the week; we do that on a Saturday, when nobody is really here; it's a way to keep the data fresh, and make sure the software – we have an onsite backup as well, that we backup every night; full back up once a week, and then incremental backups throughout the week; Jarvis: Do you have something that does an integrity check on both sides, to make sure that it is what it thinks it is – Brown: Yes; we've got some really good software that helps out with that; Jarvis: When you said change management – are you talking about plans, or replacement cycles for different types of – Brown: All things included IT; the information technology infrastructure library is an architecture methodology that allows you to pick what you want to do; a group of processes – as an example, if we wanted to do updates to the server, we look and see what those changes are, we have a process – a change management process; notifying those users what those changes could possibly entail, and how it will affect them; let them have some feedback on it, versus me just throwing things in, or making changes – 'hope it all works, good luck'; that also goes for things like firewall changes, or I might block sites, or block applications; to me, they don't need the site because it's an error-prone site, it's a site that's been identified as having problems, but they identify it as a site they need to get to; that way they'll know about the changes before I implement them; Jarvis: What's your impression of the I-Tel? Brown: I love it; I'm trying to talk Matt into going to get certified with me; Bennett: I recently have noticed that dual authentication seems to be on the rise; I have a Yahoo email account, I get text messages trying to make sure that I am the one trying to access my account, even when I am just regularly signing in; it's happening now through work, we have dual authentication; any thoughts on – does that fit with what you're doing? Is that something you're considering doing? Brown: We have certainly considered it; looked at it for the last couple of years, I think last time we had our big technology meeting a couple of years ago, we talked about doing that; the cost then I think was $5,000? Peoples: Roughly; Brown: Yeah, somewhere in that neighborhood; the management team at that time decided to go with long, complicated passwords; those aren't the best, as we all know single-authentication passwords aren't great; if you make them ridiculously hard, then they're better – what a pain they are; to answer your question – yeah we looked at it; I would love to do it, maybe when we get the 5 grand and things calm down, and we get some extra money; that's the reason why, it's money related.

Joe Taylor - Good evening, since the last meeting we completed cleaning the water treatment plant waste tank, and the sewer line that goes up to the sewer system and along High Street; we used to clean that every 3 years – that was our goal, was to clean it every 3 years; we will probably move that back up to a year, so it's not as much silt in the bottom of it, would take a little less time to clean it and be easier on the guys; in February we pumped 23 million gallons, at an average of 823,000 a day; we did find a leak that we think had been leaking for a month on a service line on Elm Street; I think that figure was a little bit elevated because of that; the gentleman had noticed a little pressure drop for over a month, he called us and we located it and traced it out to the middle of Elm Street; for a service line, it was leaking pretty good, it just didn't surface, it stayed underneath the asphalt; our hardness average was 120mg per liter; this Friday we have our Ohio EPA lab recertification; we do that every 3 years, they're about 6 months behind on their certification process, so they're just now getting around to it – we were supposed to do it

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in October; last meeting Mr. Walker, you asked about BrewDog and what percentage was our increase in flow last year; right now, BrewDog makes up about 6% of our daily flow; we had about a 14% increase in the flow from the year before, overall for our daily flow BrewDog is about 6% of that; we are continuing to do our AMI metering; we have around 1,520 units installed; since the last meeting, we were pretty busy – we did 60 units; the guys have been really busy with that; worked with the Messenger and ThisWeekNews on the AMI, promoting that; hydrant flushing will be April 15th-May 3rd; that's it, no water complaints, everything is looking good; Walker: I'd just like to thank you – for the last 2-3 years we have had hardly any complaints, and when they are, they're not about the hardness, or how it feels, or what it's leaving behind; keep on doing what you're doing; Taylor: We do go into hydrant flushing, so there will always be a few calls during that; we are stirring the system up; it's part of the whole process of preventive maintenance, and preventing debris, and keeping everything clean and fresh; Walker: You did mention – I called you about a week ago, and you mentioned that you made a call to someone that had their hose that was left on again; they didn't think anything was on, and walked around – the hose was on, completely on; Taylor: I don't know if it was completely, but it was trickling; over the weekend, I think I had 3 that I called this morning – we'll actually tag them this afternoon for leaks; Walker: With the toilet leaking, for instance, how many gallons that you had mentioned? Taylor: They can leak anywhere from a half a gallon a minute, to 3-4 gallons per minute; depending on if the flapper valve is all the way up, or is it just seeping through the flapper valve, or is it just going over the overflow, because the flow is set too high; if they're not paying attention to it, at 2 gallons a minute and 1,440 minutes in a day, it's 3,028 gallons a day; a lot of people don't realize what it can cost them; I think it's a good system – it's paying for itself; maybe not exactly paying for itself, but we're helping the consumers save money.

Sargent Cassel - Thank you Mr. Walker, I have the stats for February of 2019; dispatched calls: 375, pick-up runs: 737, multiple unit calls: 231, reports: 86, addendums: 32, 0 F.I. cards, civil papers attempted: 11, civil papers served: 9, building checks: 3,073, vacation checks: 482, traffic stops: 62, citations: 40, warnings: 62, felony arrests: 3, misdemeanor arrests: 17, warrant arrests: 26, pink slips: 1, charge packets: 1, summons in lieu of arrest: 1, misdemeanor charges filed: 10, felony charges filed: 4; downtime possible: 80,640 – actual downtime was 52,234, total busy time was 64.77%; Bennett: Sargent Cassel, a question came up recently about traffic stops, and how do we decide warnings versus citations; Cassel: Officer discretion – if I stop you, and you have a lot of speeding on your record, then I'll cite you for that; to give you an example, last week I stopped a lady – she hadn't had a ticket in 14 years, so I gave her a warning; Bennett: Okay, good to know.

Walker: Sargent Cassel – I asked you at the last meeting, and I'll go ahead and ask you this time; the sign – the flashing sign; Cassel: Yes sir, I love it; Walker: Everything is still down since that's been put up? People aren't ignoring it, or getting used to it? Cassel: I still get excited when I see it in my cruiser; that's the same reaction I think everyone has; Walker: It just jumps out at you, and you automatically look at your speedometer.

Shane Spencer - Thank you Mr. Walker, updates over the last month – obviously as you are aware, I think last meeting you took action on the contract for the 2019 Street Program; I did complete the review and recommendation for that; as Mr. Sims stated in his report, that is transitioning now into the construction phase, with the award of that contract; a couple of other items I'm going to update you on; we did make the formal submission to ODOT for the safety funds for the signal timing update study on March 5th; as of today, I do not have any reply or update – I did inquire this morning, but I hadn't received a response yet;

they didn't give a set timeline on a response, but 2 weeks is enough to be concerned at this point; we are commencing with the fieldwork, and then subsequently the design for the High Street rail crossing upgrade; we're working with the railroad to discuss schedule on that optimal time for implementation – both in the city's perspective, and the railroad's perspective; I know last month, I did confirm the noise wall is slated for 2021 still; ODOT confirmed it's still on schedule, unless money or funding becomes available sooner, they would accelerate it; as of right now, it's still 2021; Walker: Thank you for the response on that; I appreciate that, neighbors are asking; Lynch: The noise wall – that's from High Street heading east? Spencer: That's correct.

Walker: Mr. Miller, I have one more question – what day did you say the Potting Day will be? Miller: We don't have a date yet; it's usually in early May, and it's always on a Friday.

E. Request for Council Action

RES-19-005 A Resolution In Support Of The Development Of Us Bicycle Routes
Public Service Within The City Of Canal Winchester (**Resolution, Exhibit A**)

- Request to move to full Council

Peoples: Thank you Mr. Walker, this was a request from the Ohio Department of Transportation; they are requesting bike routes throughout the state, and have established one through Canal Winchester; that is using the bike path down Groveport Road, and then following Groveport Road in to Washington Street, taking a right on Waterloo, and heading out of town, and out through Diley Road; this is a resolution in support of that; they have not really gotten our feedback on it, I guess there wouldn't be a lot needed; they will be putting up signs, and maintaining those signs themselves; Lynch: Mr. Peoples, does this require any kind of striping, or is it just signage? Peoples: They're putting up the signage; it's just those little green things – I assume that it's a route designation, it will have route numbers on it; the people who use those bike routes know what route they're on, what number they are on; I think it's more of a designation; Lynch: Okay, got it, there's no striping – Peoples: No; Jarvis: What was the final resolution to the portion of the bike path by ? property; I know at one point it was conditioned to go behind it; Peoples: As you could see on the map that's attached, it was going along Groveport Road, all the way to Rager; at this point, it does not cut across there; with Mr. Stebelton's desire not to have that on the backside – back then, it was in the $500,000 range to do an imminent domain on that, it did go to court; we don't believe that that is a price worth getting into; additionally, Metro Parks is trying to acquire the property across Groveport Road, from Mr. Stebelton's house; we would like to get that connection to the Walnut Woods Metro Park; having that connector along Groveport Road would help that happen a little bit better; it would be better at an intersection, rather than trying to do it midblock; Bennett: Mr. Peoples, I did have a question – I think I sent you an email earlier today; do we have any restrictions on ebikes currently on our trails; Peoples: The trails are no motorized vehicles; I don't know if Sargent Cassel can expand on that any more – golf carts are not permitted; typically they're just on the Dietz Road, but we've seen them on a few other ones, but they're not permitted on there because they're licensed vehicles – they should be licensed vehicles; Bennett: I remember this came up at the Ohio Parks and Recreation conference; they were saying that there was at one point movement at the State House to allow electric bikes on paths; I'm not sure – would that trump anything we have in place, if we take in any other funding that would put ourselves at that kind of mercy; Peoples: We don't have any restrictions on our bike paths from the funding that we have received; even just this year with the Gender Road Phase IV, when we extended a

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little bit of that out as part of that project, there was no restrictions on there; Mayor: I think if we open it up for motorized vehicles, it's asking for trouble; Bennett: I'm not asking to, I am just trying to make sure that we maintain the right to control – in whichever direction we see fit in the future; Peoples: This would not preclude that, this resolution would not preclude that.

A motion was made by Amos to move RES-19-005 to full council, seconded by Lynch. The motion carried with the following vote:

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

RES-19-006 A Resolution Authorizing The Establishment Of The State Capital Grants Fund (**Resolution**)
Finance
- Request to move to full Council

Jackson: Thank you Mr. Walker, this resolution is asking that we establish a new fund; this is coming primarily from the NatureWorks Grant that we've received for the improvements to Westchester Park; it is also a fund to be used for any future state grants that we receive, particularly related to McGill Park that we've applied for, or ones that we will apply for in the future; all that revenue, and the expenses associated with it needs to be accounted for separately; under the revised code, we need to establish a fund to show that.

A motion was made by Bennett to move RES-19-006 to full council, seconded by Coolman. The motion carried with the following vote:

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

ORD-19-018 An Ordinance To Amend The 2019 Appropriations Ordinance 18-040, Amendment #2 (**Ordinance, Appro Amend Memo 2**)
Finance
- Request to move to full Council

Jackson: Thank you Mr. Walker, I'm going to start with the 2 easier funds here, and then I'll go back to the general fund; in the street construction, maintenance & repair fund, we are asking for $17,000 – this is to fulfill our ODOT salt contract; we had only budgeted for a certain portion of that, and now we are ready to fulfill that; in that newly created fund that we just discussed, I am asking to appropriate $380,000 as follows: $280,000 of that is for the actual park improvements; $100,000 of that is for a transfer out, to repay the general fund once we actually receive the grant fund – the NatureWorks Grant is a reimbursement grant, we have to spend the funds and then we will get reimbursed back from the state; I do want to say that the Villages at Westchester HOA has generously agreed to donate $20,000 to this project, so that is also accounted for in that $280,000 for capital outlay; looking back at the general fund – we're asking for $359,500; $50,000 of this is for the sheriff – a couple of things going on here; before we finalized the contract, and had the 2019 pricing from them, we had done the 2019 budget; we were a little low on that, so we are asking for some money for that; as well as prisoner housing – we've been using that contract more and more, which is great; I think that it's starting to show people that we really mean it when we say they're going to go to jail; we're asking for $23,000 to the lands & buildings capital outlay to replace the municipal building roof; it is about 20 years old, and it is showing its age; we would like to

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get that replaced before the real rainy season hits; some of the individuals sitting at this table can attest to the number of leaks that we have had in the building in recent weeks; we would like to get that replaced as soon as possible; $26,500 we're asking for in the construction services operating expenditures; this is for the engineering for the Westchester Park, and the NatureWorks Grant project that we were awarded; $260,000 in transfers/advances - $100,000 of this, again, going to be reimbursed by the state for the Westchester – once we complete the Westchester Park project; the other $160,000 is our portion of what's going to be happening with this park; Amos: Ms. Jackson, on the $260,000 - $100,000 will be given back to us after the grant? Jackson: Correct; Amos: So only $140,000 of it is city, and the other $20,000 is from Westchester? Jackson: Correct; Amos: On the roof – did we put that out to bid, or are we done with bidding? Jackson: It's not a high enough project to need to be bid out; Jarvis: On the sheriff's department operating expenses – that amount, does that reflect something that is going to be ongoing? Is that going to be seen in the out years as well, this is kind of a first year adjustment? Jackson: Yes; when we negotiated that contract, I asked them to move up the timeline for when they get me the cost for the next year, so that the budget will accurately reflect what we will owe them for that year; Jarvis: This would reflect – our overall outlay is somewhere around 1.2, 1.3? Jackson: In that range, yes.

A motion was made by Lynch to move ORD-19-018 to full council, seconded by Bennett. The motion carried with the following vote:

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

ORD-19-019
Public Service

An Ordinance To Authorize The Mayor To Provide Consent To The Director Of The Ohio Department Of Transportation Necessary For The Bridge Inspection Program Services And Declaring An Emergency (**Ordinance, Exhibit A**)

- Request to move to full Council

Peoples: Thank you Mr. Walker, in the past we have used an outside engineering firm to do all of our bridge inspections; we have 12 bridges, with the one over on Gender Road, over Walnut Creek, the Washington Street bridge – those ones are the jurisdiction of the county; all of our other ones – most of them, you're not really going to see them; if they're wide enough or over 12 feet, then they get into being a bridge; we have those inspected on a yearly basis, always using an outside firm; the guy we were using did it on the side, and he got a promotion, and was no longer able to do it; as Shawn was going around and trying to research who some of our neighboring communities, who they were using – some of them don't do any bridge inspections, other ones are using different firms; he came across a program from ODOT that provides the service for free; this would be – they're on hold right now, waiting for us to make a determination, because they already started their process; they have the expertise and knowledge to be able to do this; I believe this is going to be the end of a cycle, so this would be a one-year, and we would be coming back next year for a 3-year contract on that; it gives us a little bit of time to see if the 'money' is worth it; it is an ordinance, because they are waiting for us; they are already pretty much through their process period; Shawn requested it, and was able to get them to hold off for us, to get us into that program; Jarvis: I'm a little confused, I was reading the contract – it said ODOT would pay for 100% of this part, and I assume we were the other party – we would pay for 100% of exhibit A, which would got into things about underwater assessments; I couldn't get a feel for it – what is this going to cost us? Peoples: Based on our previous contract, there would be no cost to us for the inspection part of it; the repairs that they have that they will identify, if any, those would be on us; Jarvis: As far as the inspection, we have no

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financial liability at all? Peoples: Correct; Amos: Mr. Peoples, if we go with ODOT to go with the inspections, that doesn't lock us into using anybody specifically to repair them, does it? Peoples: No, they would tell us that we are deficient in one of our bridges, and we need to have it fixed.

A motion was made by Coolman to forward ORD-19-019 to full council, seconded by Bennett. The motion carried with the following vote:

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

F. Items for Discussion

Jackson: I have one thing I would like to bring up – I believe that most of you by now have heard about Governor Dewine's proposal for an 18 cent gas tax increase; we received an email from the Ohio Municipal League, encouraging municipalities to pass a resolution of support; I just wanted to throw that out there to all of you to see if that was something you're interested in doing, or if you just want to stay away from it, it's your call; Jarvis: Ms. Jackson, we also received something earlier today – I just saw it and just sent it to you, so that you have a chance to read it; it was from State Senator Maharath's office; I guess they're looking for a response to perhaps the same thing; I don't know whether we have an answer – we're not sure, I'm not sure in reading this what it is that they're looking to us for; Jackson: I think the email that you sent me – I did read it – is more about the operating budget; this email from OML that I'm referring to specifically is on that gas tax increase; Bennett: Ms. Jackson, would that be a resolution in support of Governor Dewine's proposal, or the – Jackson: Yes; Bennett: I know that there was a discussion of that being amended; Jackson: It would be in support of the 18 cent increase; if you'd like to give it a little bit of thought, and get back to me, that's fine; I just wanted to throw that out there; Clark: There is a direct benefit to the city by a percentage that would come back to the city, correct? Jackson: We do get a percentage of gas tax money, yes; Clark: I think that would be increased; Bennett: Do you remember the percentage of the 18 cent tax that was designated for local municipalities, or is it state? Haire: I believe that it's a 62% increase for both the state and a 62% increase for our funds as well; whatever that is as a percentage doesn't change; whatever the state is increasing as a percentage, we would increase; Mayor: I think you could probably partially support the resolution, and partially not; electric vehicles are becoming more and more popular all the time, and gasoline vehicles, some of them are going by the wayside; Bennett: More fuel efficient as well; Mayor: I think that there ought to be something said to that nature; Bennett: I think that the 18 cent gas tax is to make up for the infrastructure shortfall in the budget; it was about a billion dollars they were projecting in shortfall; Mayor: One of the legislators had proposed 100 hours per year for a hybrid vehicle, and 200 hours for an all-electric vehicle; that's not near what someone putting 15,000 miles on would pay in gas tax; they get 4 wheels under them just like your car does; Bennett: Mr. Jarvis, how would you like us to proceed with this – is this something you want to take off? Jarvis: It's difficult to give an answer here and now, I guess I just don't know all the angles; unless there's someone on council who is intimate with the details of this, I ask staff to look at what the implications are, either way; we can make a decision based on that; unless they need an answer this evening; Jackson: I don't necessarily need an answer this evening, because I'd have to write the resolution and bring it to you the next council meeting anyway; it's your call if you want to pass it or not, you don't have to; OML asked all of their members; Jarvis: What's council's pleasure? Amos: I personally would like to look at it a little bit more, before I go one way or the other; Coolman: I totally agree; Bennett: From what I understand, I would support the resolution; Jarvis: Yes, if you wouldn't mind Ms. Jackson, preparing a draft resolution of support prior to actually doing a read on that, we'll have a chance to independently review it; Jackson:

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Okay, I should be able to get that done this week and get that to you, so you can take a look at it.

G. Old/New Business

Clark: I have some new business here; Mr. Jarvis, Mr. Walker and I have been working on coming up with a day – and working with the City of Canal Winchester to come up with a community-wide cleanup day; this would be basically focused on the community itself, not so much – we could maybe go to 33, that would be decided later; mostly looking at the parks – Westchester Park, Hanners Park, and some of the others; along with Gender Road from the turnaround interchange, all the way down to the circle at the end on Lithopolis Road, hit Waterloo, some of the main roads; we are proposing Saturday, May 4th – I have a location, David Lutheran Church, 8 o'clock, we will have breakfast, have a few comments, send people on their way; we'll have vests and things to wear, we'll have items they can use to pick up the trash; then we'll follow up with a little pizza party afterwards; everybody will get a community clean up day t-shirt; I'm just asking – the city is on board with this – I'm just asking that the city council recognize this as an event that we support; Bennett: Where would the funding come for this program? Clark: It would be mostly donated by – we would probably go around and ask for donations in the community; we'll partner with people, and put names on the back of the t-shirts; Lynch: Safety vests and pickup sticks, those come from where? Clark: Matt has a few, and we'll probably have to locate – we're hoping to call into Waste Management, and see if they might have some of those; if they don't, we might just keep looking around; if you have a suggestion – Mayor: Most of what is used along the highways is a wooden stick with a nail on the end of it; it's a lot of easier than the pick-up sticks; Amos: Mr. Clark, if you want to get with some of us later, we've actually been talking with residents in the community already about this; we might be able to get all of the groups merged together, because we actually have a group that we've been talking with already; maybe connect with us later; Clark: Yeah, that would be great; we're going to have – I'm working with Amanda, she's putting a link on the city website where people can sign up – Amanda Lemke; people can sign up, and say what size t-shirt they are, and things like that; then we will know who's coming; I am working with Shawn Starcher and the mayor, and identifying what areas to prioritize, where the worst areas are right now; I'm willing to partner – Jarvis: I think what Ms. Amos was trying to say is that there's probably some synergies that – Amos: We've had a lot of discussion with people in the community; there was a lot of talk on Facebook a few weeks ago, and in conjunction with some conversation we had at community coffee, we just started kind of merging together; Clark: I wasn't aware of that, I hadn't been to those; Amos: I think this is great; Clark: That's great, this will officially – we'll be able to plan it properly, and have a place to meet, and get everything organized well; Bennett: Any thought to organizing this under a banner of 'Keep Canal Winchester Beautiful', and becoming a member organization of 'Keep America Beautiful'; having the opportunity to file for grants – I don't know if you had explored any of those areas yet; Clark: No, but I'm not married to this name; Walker: We have gone through several names; we even talked about the beautification, that was one of them that was brought up; Lynch: 'Keep Ohio Beautiful' – they do have city chapters; Columbus was one of them, Hilliard, Groveport, Grove City – I think that the cost is roughly around $2,000 a year for the initiation, and then there's an ongoing maintenance fee after that; Clark: For the city? The city has to pay for that? Lynch: Yes, the city – whoever the designated city is, yes; then you get educational information from there on; I can look into it again, and revisit the conversation with the guy; Bennett: Part of that fee gives you access to grants and other programs, right? Lynch: It does, you can actually get a lot of the money back; Walker: It sounds great, that we can have a big combination with the city; Mr. Lynch, I'm sure you have access to the pick-up tools, or who we could possible – Lynch: Yeah, I've been trying to get ahold of the lady who runs the 'Keep Columbus Beautiful', and they have hundreds of the pick-up sticks and vests; I'll see if I might be

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able to utilize some of their materials, if it's available; Clark: So everyone is on board?

Walker: Last Friday on the 15th, Mr. Jarvis and I met with Waste Management, it was a good meeting – had 3 of the management from Waste Management, and the 3 students who were here to speak on the dumpsters; they have agreed to bring in 3 containers – 8 feet wide, 6 feet high, 2 days a week; it would be 2 Saturdays a month; the hours are undecided right now, 8am-12pm, or 9am-1pm; the first date is supposed to be April 20th; Waste Management is supplying the safety glasses, puncture-proof gloves, and vests; good meeting, they're on board, students are on board, it will begin April 20th; there was a question about cars clogging up, and lining up, and not wanting to wait; what the vehicles are able to do is to – as they line up, they're able to unload their vehicles, and the students will take the recyclables at that point to the dumpsters, and separate if need be; that's how that will work, so they will be able to keep the line moving; it was discussed about possibly splitting up the city – half the city come at one Saturday, and then the other half; I think that is going to get a little bit confusing, so for right now, it's just going to be tried for 2 Saturdays a month; again, the times will be discussed – Mr. Peoples will probably add to this in his report; Mayor: That's the elementary schools, right? Walker: Yes; Clark: They also said I believe in talking that they're going to be able to pick those bins up on Saturday afternoon, they're not going to leave them there all day Saturday and Sunday – right, is that correct – that Waste Management is going to come out on Saturday and remove them? Jarvis: That arrangement is between more the school and Waste Management; our role and the city's role is more a facilitation; as Mr. Peoples said in his report, there's some logistics – all of the details aren't nailed down, but the basics are; they've got a date, and they've got a notional 4 hour window each of those Saturdays, and how it's going to operate; we also talked about continuity – these are seniors, right? Come May, they're going to roll off and do something else – we said 'who is behind you, and is there going to be continuity in this program?'; they said yes, they named the people who would run the program, and they said students are behind us – we're taking them at their word that this can continue; it does provide something when there isn't much available; I think it's a pretty workable solution; Walker: Those 3 students were able to, at that time, say that they would be on board until August, because they don't start back to school until September; good meeting, went well.

H. Adjournment @ 7:02 p.m. ***A motion was made by Lynch to adjourn, seconded by Bennett. The motion carried with the following vote:***

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

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Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Meeting Minutes- DRAFT

March 18, 2019

7:00 PM

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City Council

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

A. Call To Order *Mr. Jarvis called the meeting to order @ 7:13 p.m.*

B. Pledge of Allegiance - Boy Scouts Troop 103

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

D. Approval of Minutes

MIN-19-012 3-4-19 Work Session Minutes (**Work Session Minutes**)

MIN-19-013 3-4-19 City Council Meeting Minutes (**Council Minutes**)

A motion was made by Clark to approve MIN-19-012 & MIN-19-013, seconded by Coolman. The motion carried with the following vote:

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

E. Communications & Petitions

19-021 Scouting for Food Proclamation (**Proclamation**)

Mayor: Whereas hunger remains a pervasive intrusion on the quality of life for millions of Americans; and whereas hunger is a problem we can do something about by working together; and whereas for more than 100 years the Boy Scouts of America has been an organization committed to community service; and whereas the Scouting program instills the positive values of citizenship, ethical decision making, leadership and helping other people as outlined by the Scout Oath and the Scout Law; and whereas the local Canal Winchester Boy Scouts of America Troop 103 and volunteer leaders will coordinate with other groups to conduct a Scouting for Food April 6, 2019 in this community in a positive example of its longstanding commitment to service of direct benefit to the less fortunate among us; to service of direct benefit to the less fortunate among us; now therefore I, Michael Ebert, Mayor of the City of Canal Winchester, do hereby proclaim April 16th, 2019 to be recognized as 'Scouting for Food Day'.

Jarvis: I don't know how far back Pack 103 goes, but it's a long time; it's been the main Canal Winchester pack; Amos: Howard Hillon came through in 1920.

19-022 ZM-19-002 Recommendation from Planning and Zoning Commission to approve the rezoning of 8.668 acres of property from Exceptional Use (EU) and Violet Township Zoning C03 (Unlimited Commercial) to PID (Planned Industrial District) for property located at 7600 Diley Road and 7515 Hill Road (PID 042-0394700 and 037-0209900) (**P&Z Recommendation**)

- Set Public Hearing

Jarvis: This was initially we were asked to set a public hearing date for this, however there is some acquisition-related, or legal paperwork that is not in place yet; it's getting a little ahead of ourselves, we're

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just noting that we did receive the recommendation; we will need to set a public hearing probably at the next meeting, 2 weeks from now.

F. Public Comments - Five Minute Limit Per Person

Scott Conner, 7247 Monarch Street: My first concern with that is we were blessed with having one of the newer areas to have the community mailboxes, instead of the individual mailboxes; the largest concern there was with where the placement was – there's not any new streetlights put in there, or the builder was not required to do any type of lighting in that area; it gets very dark obviously, it's obviously lighter now later in the evening, but it's a dark area in the mornings and evenings, right next to the nature preserve area that they have; there's not adequate lighting there, so it's a safety concern; I have a question about any type of city ordinance that could be placed, or if there was one requiring that these new community mailboxes be well-lit by the home builder; Jarvis: I'm going to have to defer to staff – it's the first time I've ever heard it come up; I'd be a little surprised if there was an ordinance specifically made for that; I'll ask Mr. Peoples if he can think of anything that would address that; Peoples: The concept of community mailboxes – they're new to us; with this subdivision, this is the first section that they're one; it was kind of forced upon us by the post office; there probably is a little bit of a 'breaking in' period, if you will; trying to find out exactly what needs to be out there; I'm not surprised that there wasn't a thought of a streetlight in that area for that; there is no ordinance in place that would require that, if that's what the question was; Jarvis: Okay, that's part of the answer – I imagine it's going to generate another question from you about that; is the area – are there any common lighting areas around there, like parking lot lighting? Conner: Not yet, no; it's a newer street, but it's well over 50-60% developed at this point, and there's no street lights down that street yet; Jarvis: We just happen to have a representative from the builder.

Jack Mautino, Westport Homes: Mr. Conner, I do appreciate you bringing that up; this matter has been brought to the attention of Westport Homes; we've discussed it in our land development committee meetings; we are working with the electrical contractor to get lights placed in and around those mailboxes; the lighting has not been placed – a number of residents have expressed the concern; Daylight Savings Time, not as much, but certainly during the winter months; we will be addressing that – if not additional lighting, but a relocation of the lighting plan to address the lighting issue around the common mailboxes; Jarvis: Would you be willing to commit that that would be completed by the end of 2019? Mautino: Absolutely; Clark: Do you know of other areas – as your development continues to develop – are they going to put more of these community mailboxes out there, and are you able to coordinate with the post office? To Mr. Peoples' point, this has been thrust on everyone; the residents of course speak very negatively if they're located in front of their property; they don't necessarily want that type of thing – not just to mention the congregation of people in front of their homes themselves; additionally, there is trash and things that are falling on the ground, and so forth; we are all figuring this process out; in this situation, they were placed in front of the open space; they would not be directly in front of any of the homes; we're trying to identify those locations within the open space; as we go forward, we'll continue that with the development of section 6 and 7, to make sure there's adequate lighting around those mailboxes; in some instances, you may ultimately see them in front of a home; I'm not saying in our community, but maybe in others, and it's just moreso the lighting coming off of the home; we are all trying to figure out this process; I know with the new development, staff has made the recommendation that we create particular location, with parking, in the development that would be adequately lit; it's an evolving process; we are addressing the situation in Canal 5, and we will address it in 6 and 7 as well;

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Mayor: I know we tried to push back with the post office when this issue first came up, and they're not having it; that's the way they're going to be from now on; they don't have to have a post-person going from door to door; now they can make it all in one drop, and be on their way; Jarvis: I can see how it can be more convenient for the carrier, but that's about it.

Conner: The second part of that is possibly something that he can address as well; the open area that we do have in the community – it's been essentially the responsibility of a lot of the community members; we go out there a lot to clean up the trash and debris from the construction sites; several community members yesterday spent their Sundays cleaning up around it; I guess there hasn't been accountability to make sure that nature preserve area in the center gets cleaned up, either on a weekly – Jarvis: Is one of those orange fences up there to try and block it? Conner: No, it doesn't have that, it's just the nature preserve in the center; Jarvis: You're saying the nature of – Conner: It's just the construction, no one is cleaning up after it at all; I don't feel it should be the residents' responsibility to do that; Lynch: Is that park part of the – who maintains it, the city or the HOA? Conner: Neither right now; Lynch: Who will be? Conner: I'm assuming it will be the HOA, but it's a lot of the construction trash and things like that right now, so that would be put on the builder I would assume; Lynch: I would say that if that's the case down the road, your maintenance company would provide that service; unfortunately when they're not mowing, stuff collects; it's obviously exasperated by the construction that's going on; once that finishes, everything gets a lot cleaner; Jarvis: Unfortunately it's something – unless there's something that the builder could do to try and mitigate that; while building is going on, you're going to have some of that; it is temporary, there is a light at the end of the tunnel; when it is finished, that will stop; Conner: Okay, thank you.

Jarvis: The representatives from Westport Homes would like to present us something.

Molly Gwin, Attorney for Westport Homes: Good evening again, and thank you again for allowing us to make this presentation tonight; I would also like to specifically thank for Ms. Jackson for her help and assistance for her help and facilitating us to be able to use your technology, and having our PowerPoint up; I'm Molly Gwin, Isaac Wiles Burkholder & Teetor, LLC; Jack Mautino, Westport Homes is with me; Mr. Imler is also here; last time we were before you, we presented mostly regarding our compliance with the 11-98 residential design standards; we heard some really good feedback there; some of it was to the tune of 'we like this project, we think these are nice homes, but we have a market that is presently oversaturated with residential housing'; we have asked to present again in order to address some of those assumptions, so thank you for that; we start from what I'm going to go ahead and call a 'hypothesis' – that there are 600 platted lots available for construction of residential product in and around Canal Winchester, and in the Canal Winchester school district; these include plats that are already – lots that are already platted, as well as preliminary plans that are presently unplatted; we've broken this down into several – what we believe are realities that impact this calculation – we've provided supporting data for each of these; these are all written out there; I'm going to gloss over them, please feel free to read them; the first is that primarily that your housing market grew by 1% over a 10-year period; the second general point – we've hit this a lot – is that Middletown Farms will have average values that are $100,000 over existing newly constructed homes, and will have values exceeding $150,00 for present, used homes in the market; perhaps most importantly here, and we heard about this, and we'd like an opportunity to address it; the school district is relying on inside millage, as well as new construction for funding; even assuming a school yield of .7 children per household, the growth anticipated is not expected to overwhelm the school

district; that, coupled with the fee that the applicant is prepared to pay, that fee is done under an acreage basis under your code; when we broke it out by unit, it's coming out to about $750 a home; Jack can correct me on this – that is in comparison to about $350 per home presently in Canal Cove; let's look at the underlying data on this; this is your historical growth over a 9-year period; this is the total number of units in and around the area; you can see those numbers, there's a total of about 502 – there were 79 multi-family units in Fairfield County in 2014; based on this data, taken in an average, the city averaged 55 new homes per year; if you exclude multi-family from that calculation, you have about 310 new single family homes in a year, or an average of 34 homes per year; if you then go ahead and assume a total of 2,880 homes and apartments in the area, and then you take US Census data – you'll see the citations for this, and I welcome you to look at them – the US Census data estimates that 82% of homes in Canal are owner-occupied; at that growth rate, 34 homes breaks out to approximately 1.4% of growth per year; while we've heard that we're growing, we are flush with single-family, our market is over-flooded with it – that's basically what the data breaks down to for our evaluation.

Gwin: This is data that was provided by your design staff; Mr. Mautino would now like to take this portion of the presentation; Mautino: What this chart is showing – I want to focus on the lefthand side of the chart first – these are currently developed, fully-developed, built lots in Canal Winchester, in the city of Canal Winchester, that would accommodate a single-family home; there is one lot remaining in Ashbrook; there are 15 home sites, or lots, in Canal Cove, of which we are developing; hopefully after tonight, we will be down to 10; at the Villages of Westchester, there are 54; Washington Knoll has 1 lot; Winchester Manor: 1; Winchester Chase: 1; Winchester Village has 2; in total, 75 fully developed lots that a single-family home can be constructed on, and in development; as we look to the right-hand of this chart, these are platted, but approved, with a preliminary plan; there are an unrecorded number of lots that are remaining in Canal Winchester; there are 69 lots remaining in Canal Cove; that would be section 6 and 7 – both of which will be fully developed this year; there are 246 lots that are available in a community called 'Greengate'; Greengate is a condominium, patio-home community; we'll share with you in just a moment – it is behind the Meijer, and behind the Redwood rentals on Diley Road; if you look closely at Greengate, you're looking at roughly – there are in total, in these 2 areas, there are 246 patio homes, slab homes, condominiums that are, like I said, they're platted; this entire thoroughfare would need to be constructed for that to be developed; the situation here is that this was platted in 2001 - 18 years ago, still not built; because economically, this road just doesn't make sense, today, in today's environment, to go ahead and construct, to access those 246 patio homes; 246 of the total 542 are condominium patio-homes; the next 76 are the duplexes, twin-singles that are approved at Turning Stone, right here on High Street; they're under development now; for straight, single-family, traditional single-family homes – 69 home sites remaining in Canal Cove, 151 remaining in the Villages of Westchester, for a total of 220; we talked about Greengate, we talked about when they were approved in 2001, we talked about the infrastructure that needs to be constructed to make that happen; just an idea of overall activity – how does Canal compare to other communities within central Ohio? You can see this would be permitting activity – not closing activity, but actual homes that were approved through different municipalities; in 2018, Canal Winchester pulled 51 permits; Grove City pulled 136; Hilliard: 88; Groveport: 5; Pickerington of course blew the doors off of it with 253; we also looked at existing, or used homes; how many used homes, existing homes – I'm going to call them used homes, because I'm in the new home business – I'm going to do that just to segregate; in total, all MLS listings, with both used homes and new homes, the total amount of homes that were closed – 4 bedroom, 2.5 bath 2-stories – we use that, because school age; that's likely where families are going to go; there were 105 of them sold in Canal Winchester, with an average sales price of $257,000 in 2018; 105 total; to Canal's credit, and everyone else's credit, that price has increased over the

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last 3 years; it's gone from $208,000, to $221,000, and now we are up to $257,000; that 6% increase is a good increase; breakdown in values by community, just for new build homes – just new build – Ashbrook Village had 1 closing in 2018, it was $301,000; the Villages at Westchester – Fischer Homes do a nice job, built up against the golf course, built beautifully; 25 homes closed, average sales price at $308,000; Canal Cove: we closed 30 homes in 2018, with an average sales price of $308,000 as well; Hunters Glenn and Lehman Estates are in the city of Columbus, but are served by the Canal Winchester school system; you can clearly see that those are considerably lower in price, being that they are in the city of Columbus; they are serviced by the Canal Winchester schools.

Mautino: Why is this important – I am going to let Molly talk more about schools; the conversation that we had with the district this morning; I want to point out one thing: 220 single-family lots are available in the Villages of Westchester and Canal Cove; I've already told you, we will develop our full 67; if the housing stock is not replaced, the single-family housing stock, then on or about the next 3-5 years, Canal will go dark, and what I mean by dark – they will not have a single-family housing opportunity within the next 3-5 years; it will be completely sold out; Middletown Farms is proposed at a – we're expecting to be an average sales price of $400,000; $350-$450,000, we're going to stick right in that middle there; all-natural exteriors, and I'll talk more about the code; this community will serve those residents that want to move up, that want to move into something different, and that want to stay in Canal Winchester; this community will also attract other residents from Pickerington, from Groveport, from other areas in which they want to come here, own a very nice home, in an excellent community; I will let Molly talk to you a little bit about schools, and then I'll finish it up.

Gwin: Just to add briefly to the value – why is it important that our values are higher? They are quite a bit above the average sales price, both for the existing stock, as well as new; as you are all aware, owning a home requires building equity for most people in their present home; by transitioning to that $400,000 price point, above the $308,000 and the $257,000, you're creating a really nice move-up opportunity that is not necessarily present in the market, to move to the kind of stock that you're talking about; why is this important? This is important because we pulled the data from the Canal local school district, that is present on their website, based on their October of 2018 financial projections, the school district is counting on revenue that's going to be generated from property taxes, both from new construction, as well as internal inflation of existing millage; I have gone ahead and cited the actual language that is in the report; I'll go ahead and just draw you to the last 2 sentences: 'since the district's effective fixed-rate millage is expected to remain above the floor, collections due to inflation or evaluation growth will be limited to inside millage'; in order to sustain internal inflationary growth, you need new construction, you need the value it brings; new construction is typically at a higher price point than existing stock; the second part of that, that is clearer, and is very important we feel is that new construction is taken into the school district's projections for funding; if you read the report in its entirety, the school district anticipates less federal and state monies as a result of the area growing, and more of a take from local property taxes; as I said, the relatively higher values of newer construction – again, that's relative to existing stock – are accounted for in spreading the property tax-base; Jarvis: Ms. Gwin, could I ask a question? I meant to bring it with me, but there was a chart that your team provided last Friday that I think the source was on it from the local school district; it was showing the student projection, an actual number, a headcount; the thing that struck me, if it was accurate, was that it was kind of flat over out-years; I'm trying to reconcile this, between if they think it's going to be flat, yet they feel that adding much more to the housing is what's going to keep the school solvent, those two things don't really agree; Gwin: Keep in mind that not all parties who are going to move in to a higher-priced housing stock that's now available

are necessarily new kids in the district; they are presumably children that the district is already capturing, as a result of existing houses, where those children live now; I think that the other point on that is the school district anticipates from 2019-2023 – it will add a total of 104 students, which breaks out to about 21 students a year; that number is actually fairly consistent with what Middletown Farms will generate, in terms of new children per year, based on a .7 percent calculation per household; that number is based on conversations that Jack was fortunate enough to have with the superintendent today; the highest multiplier that we see used in the industry is .8, that's used in Olentangy Schools in Delaware County; your school is projecting .7 children per household; I believe that the increased, sort of inflationary value that is needed to create additional funding for schools is based on that increased value that new construction brings; it's almost always at a higher price point; Jarvis: But it would be sort of a short-game if you looked at it from the impact fees; even if you're paying $750 per home – I don't want to say it's not of any consequence, but I don't know what it takes to educate, but I know it's a lot more than that; Gwin: Absolutely it is; keep in mind that the projection for the total amount of students – that is at full build-out, which I believe is anticipated at about 5 years; those numbers, at that kind of full-trigger, they're not coming on all at once; your impact fee, based on how your code is handled – those are fees are paid at permitting; they're intended to help offset the cost of additional children in the district; the other thing, too, is that $400,000 values – even if you assume 60% property tax valuation at $5 mills – that's still a relatively high take for the school district; there are studies that do indicate that past a $400,000 price point, the school district does pretty much break even on the cost of educating on a per-child basis, in terms of how many children come out of that home; you are correct, the data that we found indicated a 1% growth rate from 2019 to 2023, and then indicated a tapering off, based on the number of new children – but did still anticipate for new growth; there probably is some accounting for some percentage of commercial in that figure; as I said, the school impact fee is there; in terms of overwhelming the schools – again, it's 21 children a year; earliest closings on this community, if approved – nothing would be closing here until about 2020; that is right about the time we anticipate existing new build housing stock very much tapering off; we would submit that if that tapers off, you're going to lose that high value you've built in there; if you don't provide another high value alternative; we have complied with your residential standards, and I'd like to talk about that now; in order to make this as high value as possible; Mautino: I just want to finish up a couple points Molly has made; 1 – I was fortunate to talk with Mr. Sotlar today, and Mr. Robinson, I believe he is the treasurer with the district; they did a quick calculation for me; on a $400,000 home, they would look at a revenue stream of roughly $6,000 from that household; they did say that it takes about $10-11,000 to educate a student; they were certainly supportive of a more expensive home being offered within the community, certainly supportive; they couldn't support our project, or not support project, but they were appreciative of our phone call, and the fact that we were proposing something that was more expensive than what was currently being offered in Canal; their concern, like they said, is 'our biggest issue is the $150-$200,000 home that is outside of our district'; those are the ones that hurt; we can only control what we can control within the city itself; last point I want to make, just on average sales price of new construction, the 150 home sites that Villages of Westchester – I meant to make this point earlier – Fischer Homes is finishing up the last of the golf course portion of the community; they will jump east of Gender Road, and go back within more of the affordable areas; I would expect that once Canal Cove is gone, and the Villages of Westchester – the golf course, and the active adult, higher-end patio homes – once those are gone, you're going to see an average sales price that will drop on the remaining home sites in the Villages of Westchester; I would anticipate that because they're smaller, more affordable homes; we've thrown a lot at you; before we get to the code, I'd like to ask if there are any questions about the data we have provided; Clark: I have one – if you're saying 295 homes,

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and I'm taking out the 246, so that leaves us with 295; if you take out 5 years – that's 59 homes a year – that's more than what we're building now; that gives us 5 years; I don't know where you're coming up with we're going to be out (of homes) within 2 years of this; Mautino: No, I would expect that it's based on – we're in a great interest rate environment; last year we closed – I'll just extrapolate it for you – last year, we closed 30 homes in Canal Cove; I would expect to close 50 homes in Canal Cove this year; the market is certainly picking up for single-family – particularly as interest rates stay low; I would estimate that it's going to be somewhere – not 2 years – between 3 and 5 years that that would be sold out; Clark: Okay, so you see huge years coming up this year, and next year; Mautino: Yeah, we are already seeing in central Ohio, relative to last year at this same time, we are seeing about a 20-25% increase, in terms of absorption and sales rate; I would expect to see – particularly as job growth continues – to answer the question, 3-5 years would be build-out; back to Molly's point – in the best case scenario, the very best case scenario, we don't close a home in Middletown until late, late, late 2020; we would be building about 25-30 a year, even at a good absorption pace of 30 a year, at $400,000, I'd be very happy with that; we're looking at generating roughly 21 students, based on the school district's formula; Amos: Do you believe, Mr. Mautino, that you've sold 17-20 houses already this year, to get to your 50? Mautino: Yeah – I can sell all the way to June; we can sell pretty much all the way to June, to get a home started in September, and close it by December; as I said, we are developing sections 6 and 7 this year, which will conclude Canal Cove; there is no more develop after 7.

Gwin: A lot of these factors are big, national factors, trends in housing, as you're all aware; we just wanted an opportunity to show you what we learned when we dug into what your existing inventory is; it's perhaps not quite at the 600 platted available lots for this product; as you know, the fact that we are not building fast enough to suit a growing job market is well documented in and around the greater Columbus area; the BIA study, the Mid-Ohio Regional Planning Commission has documented that right now, we need to be building 2-3 times faster in order to accommodate coming job growth to the region; they anticipate more people by 2050; if we're not building houses to put these people in, where are the jobs going to go? Understanding this is not meant to be a national presentation, it's meant to tell you what your existing stock looks like; these trends are documented in other areas that I'm sure you are all aware of; if there are no questions on that, I'll speak to the code.

Gwin: Again, we appreciate the commitment to developing residential design standards; I know I've stood up here a lot about them; the text that your staff has now does not reflect exactly this, but we are prepared to commit to this in a clean text; there are 4 items that we are requesting minor modifications from, under your new residential design standards that were no in effect when the applicant submitted; the first is the garage placement; per your new residential standards, the garages are to be a minimum of 4 feet behind the livable square footage of the home; the applicant is asking for the garages to be placed a minimum of 4 feet behind the most forward facing architectural element, or the front porch, that's the first one, I think we've discussed that fairly extensively; we do have some nice pictures showing what we're looking at; we've also asked to have driveways adjusted from 10 feet at the approach to 16 feet; this is standard, this is what we're doing in Canal Cove; it's just to accommodate traffic at homes, more than one car/vehicles in houses, guest traffic, entertaining; it does become something of a safety issue, the narrower driveways; the other items we're prepared to exceed your code on – we are still prepared to commit to that full cementitious siding, that full Hardy Plank siding; I think it's been very well discussed, the value that that adds; the kinds of finishes that are required with this type of natural exterior – your code, even under the 11-98, it does mandate a very high-quality vinyl, but we are prepared to go the extra step, based on prior commitments; the front porches – I understand there was some confusion on this; in

my thinking that we were going to go full 11-98, I did take out the minimum 100 square feet; the applicant is prepared to do a minimum of 100 square feet on the front porches; they are prepared to do that under your code right now; under your code right now, it would be 70 square feet, and the applicant is prepared to go a minimum of 5 feet deep; the final item that we've requested a small deviation from is the roof pitches; your 11-98 standards mandate a 6/12 pitch for primary roofs, and a 4/12 pitch for secondary – that's dormers; on the ranch homes only, the applicant is requesting a divergence, to go to a 5/12 pitch; that is just because of the massing of the roof; it is an aesthetic thing, it can look a little odd; if council were prepared to approve this development tonight, as discussed, we would be willing to say 6/12 on the ranch product as well, not a problem; I'll let Jack take you through some of these renderings that we have been fortunate enough to have put together, I think you'll find them very nice.

Mautino: They're nice, and they might even be a little confusing for you all as well; these are new plans that we're designing to meet the code of the garage being placed 4 feet behind the front porch; in addition, as you can see, we've already committed to the architectural style garage doors, with windows, board and batten – those that are complimentary to the architectural design of the home, and be painted the same color, or the same hue as the siding; this first one is just more of the standard garage door, so I'm asking that you use some imagination; this would be a roughly 1,750 square foot ranch-style plan; the ranch plan that we currently build, the garage is sitting 4 feet behind the front porch; as requested, stone nor brick would exceed more than 20% of the façade of the home; that might give you a better idea of what the garage door may look like, with the hinges and the handles; this particular plan – garage door, I'm looking more text-wise as to what we've committed; architecturally, you can see the front porch – well ahead – imagine the architectural style garage door, less stone; these are plans that we are currently working with, that would be brand new to Middletown Farms; Clark: Do most of these models come with side-load? Mautino: All of them can come with side-load; we've also committed to 25% side-load within Middletown Farms; Lynch: Is that both sections, or just one? Mautino: That would be both sections, 1 and 2; this would be an example of a side-load garage; Mayor: In the meeting we had the other day – did you say that all of these homes, or just a portion of them would be a first by Westport? Mautino: Yes sir; others will be retro'd from what we currently have; Amos: Mr. Mautino, I just want to confirm – you're saying all of the ones in this packet are actual models that you're going to be putting; we've seen so many that weren't going to be in this development – these are actual versions for that development; Mautino: Yes ma'am; when you all revised the architectural standards, they're very specific – we only have one where – D.R. Horton is a very big company, and we can draw from their plans, and that's what we were able to do; others would have to be just completely redrawn from what we currently have, to meet the new residential guidelines; it would take me a team of architects and renderers to put all of that together; that's by way of example – what you see there, from D.R. Horton, we can take off the shelf, bid it tomorrow, have it meet the code with the architectural style garage doors, limit the stone, and we can be going; Lynch: These renderings – are these what you're planning for in section 2, or section 1 or 2, to be built anywhere? Mautino: At this time, we are focused solely on Middletown Farms being a traditional single-family community; Lynch: Both sections; Mautino: Both sections; Lynch: The models that I'm seeing here – do they still fall within the category? The ranch models – the Hawthorne – they still fall within the $350-$450,000 range? Mautino: They do, yes; Lynch: Basements, no basements? Mautino: Basements – all of the homes will be built on basements; with that basement, we would meet the code compliance of no more than 1 foot exposed on all foundations as well; Coolman: What's the average square foot of the ranch models? Mautino: Our most popular are right at about 2,100 right now; Lynch: That's a first floor master – well, I guess it's all first floor; Mautino: Yeah, the ranch would be a first floor master with 2-3 additional bedrooms, or 2 additional bedrooms and a den; our most popular ranch plan is right at about

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2,300 square feet; they are getting bigger; Coolman: And their price point? Mautino: Their price point – they are much more expensive to build than a 2-story; somewhere around that – in Middletown Farms, they'd be pushing the $400,000 mark; the reason is, is because you have so much more basement, to get that 2,300 square feet – it's all on one floor; you're not going up, you're going out; Amos: Mr. Mautino, are you saying the 2,300 includes the basement, or does not include? Mautino: Does not ma'am, that would be livable square footage only; Amos: On the first floor? Mautino: He was asking the most popular plan we have, it's called the Hawthorne II; Amos: The Austin you said 1,750 – Mautino: Sure, they could start as low as that; as far as what's most popular today, the bigger ranches are what's becoming more and more popular; Coolman: The offerings to someone, if we were to approve it, as far as the models that you're going to be offering for the first phase of construction, would be all of these in this packet? Mautino: And then some; this would just be a sampling of what would be compliant with your new residential standards, and the modifications we've made, or that we are asking for.

Jarvis: Mr. Mautino, is it your desire for us to untable the ordinance for the third reading this evening? Mautino: Yes sir.

G. RESOLUTIONS

RES-19-005
Public Service

A Resolution In Support Of The Development Of Us Bicycle Routes Within The City Of Canal Winchester (**Resolution, Exhibit A**)

- Adoption

A motion was made by Amos to adopt RES-19-005, seconded by Lynch. The motion carried with the following vote:

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

RES-19-006
Finance

A Resolution Authorizing The Establishment Of The State Capital Grants Fund (**Resolution**)

- Adoption

A motion was made by Bennett to adopt RES-19-006, seconded by Coolman. The motion carried with the following vote:

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

H. ORDINANCES

Tabled

ORD-18-029
Development
Sponsor: Jarvis

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

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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, Dev Text Update 2-4-19**)

- Tabled at Third Reading

A motion was made by Jarvis to untable ORD-18-029, seconded by Bennett. The motion carried with the following vote:

Yes 4 – Jarvis, Bennett, Amos, Lynch

No 3 – Clark, Coolman, Walker

A motion was made by Jarvis to adopt ORD-18-029, seconded by Bennett.

Jarvis: I have something to say – this has been a very long process, and an interesting process, to say the least; you're welcome to make comments as well, before we vote on it; going back, I have to pay high compliments to the Westport group, and their representatives, in that they have been professional, they've asked the right questions, they've tried to get to the root objections, where there were, as far as what the issues were, and came back with a response; we may not always agree, but there were some areas where we've been able to give up some ground; they've given up quite a bit of ground on what they have proposed; they were very determined in the process, but always professional, and always a pleasure to work with; I don't think that they left any stones unturned, nor us, in going through this process, in trying to make this something that would be a welcome asset to the community; I think you've done everything you could within your control to do that; there are some things that are outside of your control, what we call pre-existing conditions that we've talked about here tonight; I'm not sure what to make out of it, other than the fact that on the low end, we are talking about somewhere around 250 homes – I think that our higher number comes from the fact that we are including condominium projects, which could be a duplex-type; why, because they're people, they have cars, they have kids – the impact to the city is the same, whether it's a house, or something else; what's the truth in there – it's probably somewhere in the middle; the bottom line of that is that we may have gone too far, too fast in the past; if this project came to us 18 months from now, we could get rid of some of this backlog; I personally would feel a lot more comfortable with supporting it; I think the product is good, I think the concessions were reasonable, on both sides; it has met my satisfaction on many levels, not 100%, but on many levels – except for that one thing, the timing of what's going on here; the one thing that would change my mind would be if what was being proposed was a totally different animal, a custom-built, executive-style home at a different price point; not just a cut above what we have in other neighborhoods, but a few cuts above that; that would be something that was not represented anywhere else – I could get behind that, in spite of the fact that there was this backlog; that's not something within your control, it's outside of your model, so it's not really possible; that's just it, it's a dream; I guess that's all I have to say about it prior to going into the vote.

Lynch: I'd like to speak up; I've mentioned this before, in other meetings, last year we set out as a way to try to get a handle on the housing here in Canal Winchester; the only way we can really, truly do that is through zoning, through our codes that we have; we've revised our codes, we came up with really strict codes; other communities are contacting us, from what I understand, wondering how we came up with

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these, and will they actually work; I think they will, and I believe in the codes we came up with, we worked hard on them – Bob worked on that committee with me, along with Ms. Amos; they've met these codes, they've met them; as hard as they were, they met them; actually, with the natural siding, they've gone above the codes we had; this sets a precedent for all communities that get built in Canal Winchester; any other housing development – they can't go below what's being proposed here; they can't go below it, they can only go up; this is a stepping stone for this community to get good, quality housing; it's a step above what we already have; because of that, because they did the work, they met our codes, it's getting our housing in a more positive direction, I favor it; they've done what we asked.

Amos: Molly, I apologize, I have one question for you – earlier you said the ranch homes, they were asking for a 5/12, but if approved tonight they would go with a 6/12; Gwin: Yes ma'am, if that's what it would take to get the approval, we would be happy to meet the 6/12 pitch as well as on the ranches; Amos: As the person who does a lot of the school – I project school numbers – I can't say I agree wholeheartedly, but that's not effecting – I do believe that you guys have come to the table, and that you've been to willing to meet the code; it is a challenge, we made it hard for a reason; I'm glad to see that we have some drawings before us; this does provide our community with something we don't currently have; the alternative is that somebody could come to the table with another set of condominiums, or an apartment community – which we don't have an apartment community; this provides us with the next step – we do have apartment communities; Clark: Yeah, but they couldn't come in this location with that, it's not zoned properly; Haire: Correct; Amos: This does provide something that we do not have in our community right now; yes, we all agree, we have a lot of houses; we see the increased growth, and I understand what the numbers are in front of us; this does provide something we do not currently have; Lynch: There are a lot of people I know, too, that are looking to upgrade their housing; this provides that upgrade here in our community; we're also looking at the housing diversity; this creates that diversity; we don't have this type of housing here; Jarvis: It's definitely a different look, yeah; Lynch: This makes us more diverse.

Coolman: I duly recognize the fact that the standards have been increased; it was a struggle on both sides, to come to a middle point, to meeting these new increased standards; I know it was good efforts on both halves, to make it plausible; what I had envisioned, though, was with our focus on the future – our focus is on what type of individual are we bringing into town; that focus goes along with what type of jobs we are bringing, what type of pay grade are we bringing in; what I had envisioned was something a little bit more upscale; we are constantly being compared to communities such as Powell, Dublin – these are communities that have much greater population than ours; they have a much more dense industrial and commercial side than what we have; therefore, their pay levels are much greater for their residents; with that being said, if we're going to be compared on that level, we're going to compare our housing with theirs up there; I was anticipating a development with more of an executive style home; there may be greater square footage – custom home is I guess what I've been referring to; a little bit bigger of a footprint as far as acreage; if you go into Powell, Dublin, Worthington, Westerville – a lot of your new, executive, upscale home subdivisions – most of them have been developed with a minimum acreage requirement, and a minimum square footage requirement; Middletown Farms does not have that; even though this is a nice stepping stone from what we have currently, I don't view that as really for the person who is relocating here for the high-paying IT job that we could be presenting in the future; if they're looking to go with a $700,000 house, we don't have that here, we don't have it; that's a big chunk of income that is going to be back on route 33 and into Columbus, or another community; that's always been my focus; I'd like to keep some of that here, because we make our money to fund our city activities, based off income taxes; that's more or less where I stood on this thing, is more of an upscale, executive home; I

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don't doubt this isn't upscale for what Canal has to offer right now, but I don't think it's a big enough step to get my vote; that's just a focus on the future.

Bennett: Mr. Haire, Mr. Lynch mentioned precedence – I guess, curious on your thoughts with if this development were approved – what does this development do for the code, for the 11-98 code? Does that create more substance, and set that higher standard in your mind, or is it still arbitrary? Haire: Passing the 11-98 standards is the code; any deviations from that, any planned district needs to show how it's justified and needed; I'd say the 11-98 sets the standard – what you approve – people see that as being built, and the built environment informs people of what they think; it'll also, depending on the sales price, that informs what other builders will look at, in terms of the market; those won't affect it, but in terms of the code – 11-98 is the standard; Bennett: My other question, following up on that, is to get to the $750,000 home that other council members are discussing, do I need the interim step of the $400-450,000 home, before I can show that this market will support a $750,000 home? Haire: I'd have to speculate on that answer; typically when people sell their homes, they move up; this would be another level where people could move up, and then you would think that they would move up from here, to somewhere else with a higher sales price; Jarvis: I don't think it's like a ladder, with evenly-spaced rungs; Clark: I can take you to $750,000 homes less than a mile from where we're sitting right now, new ones; Bennett: I'm not arguing that, Bob, what I'm arguing is the fact that if builders come in, and they say 'listen, here is what we see your community is supporting' and they are just looking at Canal Winchester, and they say 'your average sales are $300,000, we don't think we can build anything that will sell for more than that'; does this community help set another step in – yeah, outside of our city limits, those are happening; Mr. Mautino can come in and say 'well, yeah, outside your city limits; you have never shown the capacity to sell that within your city limits'; it's a give and take, right? Clark: I don't know that we have made a real, full effort here, to see; we have never had a development that's tried; an executive home has never been built; Bennett: Someone needs to put a whole lot of money down to make that happen; it's a lot of risk, you have to have a developer that wants to take the risk; Clark: It's happening all around here, I don't know why it couldn't be done here; Coolman: If you take an executive that is coming into Canal Winchester, that is used to a $700-800,000 house in Powell, and they come down here, and see what our cost values are; they would be expecting to buy a lot more house for a lot less money, because of those mediums you're talking about; if we don't step up above this proposal, then we will never get there; that's really unfair to the future businesses that we are proposing to lure into Canal; Clark: The future leaders of our – philanthropic people that we want to attract to our community are living elsewhere; the plants managers do not live in this community, because they want another type of home that we don't have; Amos: Mr. Haire, have we ever had a custom home builder that builds $500, $600, $700,000+ come in, and start looking in Canal Winchester? Haire: Not that has contacted me, no; we've had custom homes built in the community, but never on a large scale; Amos: Those are usually independent people, correct? Not a large scale developer; Lynch: Typically it's a development where someone is putting in a golf course, and they're selling lots around the golf course; that's where you're seeing the Tartan Fields, New Albany Country Club – that's where you're seeing those executive homes and such; you almost need someone who would want to spend the bazillion dollars necessary to develop a golf course, and a community like that; I don't see where someone goes into a community, just from a logical standpoint, that has $300,000 or less homes, then all of a sudden say 'I'm going to build $800,000 homes here, this looks like a spot to build $800,000 homes'; I don't see it happening; it could happen down the road, as we incrementally increase the value of our homes, and we increase the standards of our homes – I think we'll get there; I don't see it as something happening in the next year or 2, or 3 or 5; that's my personal opinion based on what's being

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built all around town.

Clark: I just had a question – going back to the road – you're willing to pay 41.7%, which is the traffic increase; what is our cost going to be, Matt? We asked for 75%, and they offered 41%, which is what they feel is going to be – we're still going to have to come up with that 60%; Haire: We haven't come to an agreement on those, those will be addressed when we get to a final development plan; that was their proposal, it was put into there with the agreement of the mayor; we haven't had that agreement at this point; that would be something that would still be negotiated through a final development plan; we had one estimate from their engineer on the cost of those improvements; I believe they were $700,000 with the improvement of the road adjacent to their development; I don't have that number in front of me currently; Clark: For the total, or for us? Haire: For the total widening of the roadway adjacent to their development; Clark: So we'd be responsible for 59%; Haire: According to their proposal; Clark: Yeah, at this point.

Hollins: Did you guys get a chance to talk to the Parade of Homes folks? Mautino: Obviously the 2019 parade will be in ?, and the 2020 parade has been selected in Grove City, at the new Scioto Raceway; the BIA will not take locations until sometime this summer, to explore the possibility of a 2021 parade; I know Mr. Hollins has brought it up to us that the – it could be a good location for a future parade site here in Canal; I don't believe that Canal has ever had the parade; I know that Pickerington had it one year, and put a moratorium on it the next; I just wanted to say a couple of things; as far as new development in Powell, Dublin, Olentangy, the lots are smaller; they're much smaller; the open space, and the green space is much bigger; as far as starting with the $700,000 community, and where you're only seeing $310,000 homes priced – if anyone wants to jump in on that one, and put their dollars in behind it, have at it; it is a stepping process; Dublin went through a stepping process; Powell went through a stepping process; everybody goes through a stepping process; nobody jumps from 'I'm in Lithopolis, I'm building $250,000 homes, I think we need an $800,000 community'; Jarvis: But yet it happened in Carroll, Ohio; Mautino: I don't see more than 15 building permits in Carroll, Ohio; Jarvis: The numbers are not there; Mautino: Somebody took a risk, I'm not disagreeing with that; I don't see more than 15 building permits being pulled in Carroll; Jarvis: The fact that 1 is kind of a miracle.

The motion failed with the following vote:

Yes 3 – Bennett, Amos, Lynch

No 4 – Jarvis, Clark, Coolman, Walker

ORD-18-046
Development
Sponsor: Clark

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 69.237 Acre Tract Of Exceptional Use (EU) To Limited Manufacturing (LM), Owned By Gender/Thirty Three, Located On The North Side Of Winchester Boulevard (PID 184-000532 And 184-000871) (**Ordinance, Exhibit A**)

- Tabled at Third Reading

Third Reading - NONE

Second Reading

DRAFT

ORD-19-017
Development
Sponsor: Lynch

An Ordinance To Accept The Dedication Of Real Property From Waterloo Crossing OP LLC (**Ordinance, Exhibit A, Exhibit B**)

- Second Reading Only

First Reading

ORD-19-018
Finance

An Ordinance To Amend The 2019 Appropriations Ordinance 18-040, Amendment #2 (**Ordinance**)

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

A motion was made by Lynch to waive the 2nd and 3rd readings for ORD-19-018, seconded by Clark. The motion carried with the following vote:

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

A motion was made by Lynch to adopt ORD-19-018, seconded by Bennett. The motion carried with the following vote:

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

ORD-19-019
Public Service

An Ordinance To Authorize The Mayor To Provide Consent To The Director Of The Ohio Department Of Transportation Necessary For The Bridge Inspection Program Services And Declaring An Emergency (**Ordinance, Exhibit A**)

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

A motion was made by Coolman to waive the 2nd and 3rd readings for ORD-19-019, seconded by Amos. The motion carried with the following vote:

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

A motion was made by Coolman to adopt ORD-19-019, seconded by Lynch. The motion carried with the following vote:

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

I. Reports

Mayor's Report

19-023 **Mayor's Report March 18, 2019**

Mayor: I just had the one report, that's about the 2020 census; I'm not going to read it all out, but just to give you an idea – staff and myself are going to be meeting with a census representative next week I believe, or this week; after he has met with us, he will be coming to a council meeting, probably one of April's council meetings, to discuss pretty much how the census works, what the timeline is, and so forth; they're actually going to be looking for people to go door-to-door; I think they pay these people; they hire

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people from the area, to go door-to-door; they like to have people from their own area going door-to-door, because they probably already know a lot of the people; instead of having somebody from Reynoldsburg coming down, which has happened before – other areas, I should say, they're complete, total strangers, and it doesn't work very well; they're trying to get the locals to go door-to-door, and take the census poll; it's about almost a year-long process for them to get all this done, and tabulate; I remember when we became a city, back in 2010; it was over a year before they announced it; Jarvis: Do we stand to receive more revenue, as a result of a higher census? Mayor: Yeah; he will have all that information for you when he comes to speak to council; Jarvis: Alright, and we can expect that next month? Mayor: I'm thinking one of the 2 April meetings is what he and I talked about and are proposing; I didn't know what was on either agenda yet, so I was hoping to discuss that with Amanda.

Fairfield County Sheriff - I have nothing further from my written report.

Law Director - As far as I know, no need for an executive session this evening; sorry about the confusion on that public hearing – what happens is annexations are already a long process; we're still working through the engineer's office making comments on the plat; eventually, it will get on the county commissioner's agenda, once the legal description issues are sorted out; once they approve it, we have to wait 60 days to even put it on your agenda, to start the readings to accept the annexation; the whole idea is the rezoning runs hand-in-hand with the annexation acceptance; we are going to schedule that public hearing when we know more about the timeline for when you'll actually be presented with the annexation; Jarvis: It's not imminent, I mean it's not next week; Hollins: Exactly, it'll be May, maybe June; we'll reapproach when we know that timeline, and request a public hearing date; thank you for your patience, and all the hard work – couldn't be prouder of the way we handled the rezoning application; it came to a great discussion of all the merits – Jarvis: Very valid points made all the way around; Hollins: It's not an easy process, but it's an important policy decision; thank you for your hard work and patience; Jarvis: Thank you, Gene, for your guidance.

Finance Director

19-025 **Finance Director's Report**

Jackson: Thank you Mr. Jarvis – just 2 quick things from my written report; just a reminder, the Dr. Bender scholarship applications are due April 1st by 4:30; if you know anyone that would be a good candidate, please encourage them to apply; we have a tentative Committee of the Whole meeting scheduled for April 29th; as of right now, not sure we have anything for the agenda; just throwing it out there, start thinking about it, if there's anything that you feel should be added to that, let me know; Jarvis: Just to – I'm not sure we've been through a Committee of the Whole with some of the newer members before; Coolman: Yeah, we have; Jarvis: It's kind of a little freeform, a little more relaxed than this setting; if there's any topics that you think need to be talked about, it's a good place to do it; problem is, if you need staff preparing things, you have to give them enough time, unless you just look at it as strictly a 'bull' session; sometimes that's all it is; Bennett: Is there any interest in having outside Joint Rec districts come in – I know it was probably over a year ago – some of the city council members met with Granville, New Albany; I believe, in my tenure, New Albany came in and presented to council at a Committee of the Whole meeting previously; I don't know if there is any desire to learn more about joint recs; Jarvis: Yeah, I'd like to hear; that's why I was asking – are they setup the same way we are? My only experience is with our own JRD; I'm not sure know it like the back of my hand; I'd like to know how other communities do that; historically, if we only have one topic, it's not enough to come together; let's hold that as one topic;

Bennett: I could have potentially 3 different joint recs; Jarvis: Could be kind of the whole day sort of thing? Bennett: It depends on how you want to structure it, but I can reach out to the other members that we have been collaborating with recently, and see if any of them are available on that date; Jarvis: I'd be up for that; we shouldn't let the opportunity disappear; Coolman: Will you face the same challenges you had a year ago? Bennett: Yes and no; I think it's – part of it is understanding what a JRD has the ability to do, and how it might layer into benefitting a city, benefitting communities who are using them in different ways; it's an opportunity for us as a group to decide if it's an underutilized resource, or is there more or less we want it to do; helping define what our expectations are for our joint rec could really help the organization as well as a city; what do we want it to do, what do we want it to be; I think, at some point, there's a decision – is it a valuable organization; we brought it back; it became a 501(c)(3), and then we brought back the joint rec again; it might be valuable for us to help decide what value we see in the joint rec; Jarvis: I didn't know that, I thought it was still a 501(c)(3); Bennett: We are a taxation authority; Hollins: A governmental subdivision; Bennett: We are a government agency, and are having to be ran and facilitated as such; we have to abide by all the same finance laws that Ms. Jackson complies with; Jarvis: I think that one of the things that people get tripped up on is the fact that our city owns the real estate, the fields are used by the rec district, which school district is defined; the only way I've ever seen that difference addressed is tiered fees, which I don't even know if those fees exist anymore; it costs you X number of dollars to participate; if you're a nonresident, but still within the school district, you pay another rate – is that the way it is? Bennett: Groveport does that, but they also have a tax levy that helps offset what they charge for sport registration fees as well; Lynch: Is there tax school district or city-wide Bennett: Their tax is city; that's why they have 2 different registration fees; Jarvis: Groveport Madison school district is much bigger than Groveport, so they have the same kind of thing going ; Bennett: I'll follow up; Jarvis: If we could put that down, and – I don't know how much coordination you have to do, Will, with some outside parties; hopefully they don't have to invent something, and they just have a canned presentation; it would be interesting; Bennett: Okay, I'll make some notes and reach out; Jarvis: Okay, that's scheduled for the 23rd? Jackson: The 29th.

Public Service Director

19-024 **Public Service Director's Report**

Peoples: Thank you Mr. Jarvis, nothing to add to my written report.

Development Director - Thank you Mr. Jarvis, I apologize for having to step out earlier, I had to go over and attend the school board meeting this evening, to discuss the school compensation agreement associated with the CRA for OPUS; they passed a resolution this evening to approve that school compensation agreement; that will be coming before you at the next meeting; we will have an ordinance to approve the CRA agreement, and also the school compensation agreement, in regards to that development proposal; if you have any questions about that, I'll try to get that to you earlier than Friday, so you have more than the weekend to look that over, because they are pretty lengthy agreements; Jarvis: If the school accepts the terms, why would we have a different opinion? Haire: There are revenue sharing portions of that for income taxes, and things like that; that's what we need council's agreement on; Jarvis: Alright; Haire: They were happy with the terms, yes, I just want to make sure you all are happy with the terms as well; we did receive an application for 18-26 West Waterloo Street, which is the former Marathon, and the home next door; we did receive an application for that on Landmarks; that will be on their next meeting next Monday night; if any of you are interested in seeing those plans, I have them on

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my laptop here, I'm glad to share those with you if you'd like to look at those now; they should be loaded on the website as well, under the agendas; Jarvis: It's been a pretty long night, I don't know if everyone wants to see it now; Haire: I'm still excited about it.

J. Council Reports

Work Session/Council - Monday, April 1, 2019 at 6:00 p.m.

Work Session/Council - Monday, April 15, 2019 at 6:00 p.m.

Public Hearing - Monday, April 15, 2019 at 6:45 p.m.
- Bixby Road Property Rezoning

Committee of the Whole - Monday, April 29, 2019 at 6:00 p.m. (Tentative)

CW Human Services - They had their yearly meeting Tuesday, unfortunately I was unable to make it; Jarvis: Mr. Hollins, have you been looking at a draft agreement with Human Services related to a sign? Hollins: As a matter of fact, I was looking at the draft of the sign easement as we were sitting here; I have a few comments back to my associate, it will be ready tomorrow; Jarvis: Let me just give everyone the thumbnail version of it – I was contacted about a month ago by Penny Miller; she told me she was retiring from Human Services; I don't think they have a replacement yet; one of the loose ends she had was that she wanted a sign; as you drive by their facility, it's covered by trees; she wanted a sign by the street, similar to the David's Way sign, and then there's a Lutheran Church on the other side; she was looking for something like that with bricks; the problem is, it's on city property; when we did the bike path, the normal road easement was widened to go all the way up to pretty much their property line; to put a sign outside of their property line, which is wooded, would be in city property; in speaking with staff, they were concerned with setting a precedent – they don't want people putting stuff on city property, under normal circumstances; in this one, it was something that you could add conditions to it, to where nobody else could come in there; if they were to leave that location, the sign could be removed; those are the kinds of things Mr. Hollins is trying to iron out; once that is done, it will be proposed back to them; I know she was okay with those terms; she may be gone by the time this is all worked out; someone will be there, though; I'm sure they will appreciate driving by, seeing the sign, and knowing where they were; Hollins: As soon as we get that worked out, it may be on your next agenda; it shouldn't be too controversial, but we will go ahead and get that on council's agenda, to grant that easement.

CWICC - Next meeting is May 29th, 11:30 at the Interurban Building.

CWJRD - No update, we will again look at other joint rec districts to see if there are any members that want to attend our Committee of the Whole meeting on April 29th; our next meeting is Thursday, March 21st at Town Hall, 7pm.

Destination: Canal Winchester - March 26th, 2019 is the annual meeting – 6:30 at the Interurban; right now there is a big push for the Art Stroll; we began organizing for the Blues & Ribs fest already; the Farmers' Market begins May 25th; TOSRV is coming up May 19th.

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K. Old/New Business

L. Adjourn to Executive Session (if necessary)

M. Adjournment @ 8:52 p.m. ***A motion was made by Bennett to adjourn, seconded by Lynch. The motion carried with the following vote:***

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

DRAFT

Proclamation

Whereas: Autism, the fastest growing developmental disability in the United States, affecting 1 in every 68 children and 1 in every 42 boys. It is an urgent public health crisis that demands a national response; and

Whereas, in recognition of the growing needs of the worldwide autistic community and to raise awareness about autism spectrum disorders and the need to provide services to individuals and families who are affected, the United Nations has sanctioned April 2 as World Autism Awareness Day; and

Whereas, Autism Speaks, an organization dedicated to funding research on autism and advocating for the needs of individuals with autism and their families, promotes the awareness of autism worldwide; and

Whereas, in light of the growing impact of autism spectrum disorders and the need for greater awareness, Autism Speaks h olds their "Light It Up Blue!" campaign World Autism Awareness Day, designed to increase awareness about autism by asking participating organizations to turn their lights blue; and

Whereas, The City of Canal Winchester is honored to take part in the annual observance of Autism Awareness Month and World Autism Awareness Day in the hope that it will lead to a better understanding of the disorder; and

Therefore, I, Michael L. Ebert, Mayor of the City of Canal Winchester, Ohio, do hereby proclaim the month of April 2019 as

"Autism Awareness Month"

And April 2, 2019 as

World Autism Awareness Day

to raise public awareness of autism and the myriad of issues surrounding autism, as well as to increase knowledge of the programs that have been and are being developed to support individuals with autism and their families.

Michael L. Ebert, Mayor

MAYOR SEAL

Arbor Day Foundation™

RECEIVED
MAR 19 2019
By_____

Mayor Michael Ebert
36 South High Street
Canal Winchester, OH 43110

Dear Tree City USA Supporter,

On behalf of the Arbor Day Foundation, I write to congratulate Canal Winchester on earning recognition as a 2018 Tree City USA. Residents of Canal Winchester should be proud to live in a community that makes the planting and care of trees a priority.

Canal Winchester is one of more than 3,500 Tree City USAs, with a combined population of 150 million. The Tree City USA program is sponsored by the Arbor Day Foundation in partnership with the U.S. Forest Service and the National Association of State Foresters.

If ever there was a time for trees, now is that time. Communities worldwide are facing issues with air quality, water resources, personal health and well-being, and energy use. Canal Winchester is stepping up to do its part. As a result of your commitment to effective urban forest management, you are helping to provide a solution to these challenges.

We hope you are excited to share this accomplishment. Enclosed in this packet is a press release for your convenience as you prepare to contact local media and the public.

State foresters coordinate the presentation of the Tree City USA recognition materials. We will forward information about your awards to your state forester's office to facilitate presentation. It would be especially appropriate to make the Tree City USA award a part of your community's Arbor Day ceremony.

Again, we celebrate your commitment to the people and trees of Canal Winchester and thank you for helping to create a healthier planet for all of us.

Best Regards,

Dan Lambe
President

cc: Richard Miller

enclosure

RESOLUTION NO. 19-007

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF WHIT WARDELL TO SERVE A FOUR YEAR TERM AS A MEMBER OF THE LANDMARKS COMMISSION EXPIRING ON DECEMBER 31, 2022

WHEREAS, the Canal Winchester Code of Ordinances section 1139.02 provides for the establishment of the Landmarks Commission; and

WHEREAS, the Mayor of the City of Canal Winchester is required to appoint members to Landmarks Commission and City Council is required to approve the Mayor's appointment;

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

Section 1: Whit Wardell shall serve a four (4) year term as a member of the Landmarks Commission as appointed by the Mayor expiring on December 31, 2022.

Section 2: That this resolution 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

RESOLUTION NO. 19-008

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PARTICIPATION IN THE ODOT WINTER CONTRACT (018-20) FOR ROAD SALT

WHEREAS, the City of Canal Winchester (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-20) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and,

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and,

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and

d. The Political Subdivision's electronic order for 350 Tons of Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and,

e. The Political Subdivision hereby agrees to purchase a minimum of 90% and a maximum of 110% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of September 1, 2019 through April 30, 2020; and,

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and,

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April, 19th, 2019 by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's a Political Subdivision's request to rescind its participation agreement; and,

WHEREAS, it is the recommendation of the Director of Public Service and the Superintendent of Streets, Lands & Buildings that it is in the best interest of the City of Canal Winchester to enter into an agreement with ODOT for the purchase of sodium chloride (road salt).

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

SECTION 1. That this participation agreement to purchase 350 Tons of sodium chloride (road salt) from the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract.

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

DATE PASSED_____

_____
PRESIDENT OF COUNCIL

ATTEST_____
CLERK OF COUNCIL

_____
MAYOR

DATE APPROVED_____

APPROVED AS TO FORM:

_____
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. 18-046

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING AN APPROXIMATELY 69.237 ACRE TRACT OF EXCEPTIONAL USE (EU) TO LIMITED MANUFACTURING (LM), OWNED BY GENDER/THIRTY THREE, LOCATED ON THE NORTH SIDE OF WINCHESTER BOULEVARD (PID 184-000532 AND 184-000871)

WHEREAS, the rezoning of the area hereinafter described has been proposed to the Council of the City of Canal Winchester; and

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

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester with a recommendation for approval of the rezoning;

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

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

That approximately 69.237 acres, located on the north side of Winchester Boulevard, PID 184-000532 and 184-000871, owned by Gender/Thirty Three, as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Exceptional Use (EU) to Limited Manufacturing (LM).

SECTION 2. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

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

DATE PASSED:_____

_____
PRESIDENT OF COUNCIL

ATTEST:_____

_____
MAYOR

_____
DATE APPROVED

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

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

_____
Clerk of Council/Finance Director

ORD-18-046
Exhibit A

ZONING DESCRIPTION

69.237 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of Official Record 11357F13 and Official Record 1135F16, all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence, North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the City of Canal Winchester Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence, North 85°45'23" West continuing with said South section line, partly with northerly line of said 0.629 acre tract, partly with the northerly line of an original 3.924 acre tract as conveyed to Gender/Thirty-Three of record in Official Record 27286D07 and partly with the northerly line of that 11.280 acre tract of land as conveyed to Phele Investment of record in Instrument Number 201706150081040, a distance of 1493.31 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence, North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe found with EMH&T cap at an angle point in said line;

Thence, North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23 a distance of 866.30 feet to a ¾" pipe found no cap at a corner thereof in the southerly right-of-way line of State Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA;

Thence, South 61°24'34" East with said southerly limited access right-of-way line a distance of 1698.02 feet to a 5/8" rebar found with a Preferred Surveying Company cap at the northwesterly line of an 11.315 acre tract as conveyed to H.D. Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence, with the westerly line of said 11.315 acre tract the following courses:

South 26°50'00" West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 85°06'32" West a distance of 135.03 feet to an iron pint set at a corner thereof;

Thence, South 4°55'08" West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence, South 64°45'23" East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16" iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence, South 4°14'37" West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 69.237 acres of land more or less, 51.032 acres being out of PID 184-000532 and 18.205 acres out of PID 184.000871. This description is for zoning purposes only.

ZONING DESCRIPTION

69.237 Acres

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

The basis of bearing is based on a bearing of North 85°45'23" West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using and OPUS Solution.

CESO, Inc.

STATE OF OHIO
JEFFREY A. MILLER
7211
REGISTERED
PROFESSIONAL SURVEYOR

9-12-18

Jeffrey A. Miller PS
Registered Surveyor No.7211

Date 9/12/2018

ORDINANCE NO. 19-017

AN ORDINANCE TO ACCEPT THE DEDICATION OF REAL PROPERTY FROM WATERLOO CROSSING OP LLC.

WHEREAS, Waterloo Crossing OP LLC, is the owner of property located at O Canal Street identified as Parcel Numbers 184-002666 and 184-002989 which will be intended for public use; and,

WHEREAS, Waterloo Crossing OP LLC desires to dedicate the 1.2-acre and 0.875-acre parcels of land to the City of Canal Winchester pursuant to a rezoning ordinance requirement passed as Ordinance 27-00 on June 5, 2000 for potential right-of-way and storm water purposes; and,

WHEREAS, the Director of Public Service recommends acceptance of the dedication.

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

Section 1. That Council does hereby accept the 1.2-acre parcel of land described in Exhibit A and depicted in Exhibit B and accept and dedicate the 0.875-acre parcel for potential right-of-way purposes.

Section 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed from Waterloo Crossing OP LLC, evidencing the acceptance of the parcel and the right-of- way dedication as authorized herein.

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

ORD-19-017
Exhibit A

STATE OF OHIO

COUNTY OF FRANKLIN

LIMITED WARRANTY DEED

THIS INDENTURE is made as of _____ ___, 2019, between **WATERLOO CROSSING OP, LLC**, an Ohio limited liability company, c/o Casto, 250 Civic Center Drive, Suite 500, Columbus, Ohio 43215 (herein called "Grantor"), and **CITY OF CANAL WINCHESTER**, an Ohio municipal corporation, 36 South High Street, Canal Winchester, Ohio 43110 (herein called "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alienate, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**, reserving, however, in favor of Grantor, its successors and assigns, easements more particularly described on Exhibit "B" attached hereto and made a part hereof, for the benefit of those certain parcels described on Exhibit "D-1" attached hereto and made a part hereof.

This deed and the warranty of title contained herein are made expressly subject to the rights of tenants under unrecorded leases; the lien of all ad valorem real estate taxes and assessments not yet due and payable; local, state and federal laws, ordinances or governmental regulations, including but not limited to building and zoning laws, ordinances and regulations; all matters of record encumbering the property, including but not limited to those items set forth on Exhibit "C" attached hereto and made a part hereof; and the deed restrictions set forth on Exhibit "D" attached hereto and made a part hereof.

Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words “Grantor” and “Grantee” include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

WATERLOO CROSSING OP, LLC, an Ohio limited liability company

By: CRI Holdings, Inc., an Ohio corporation,
Its Managing Member

By: _____

Name: _____

Title: _____

State of Ohio
County of Franklin

The foregoing was acknowledged before me, a Notary Public, in and for said county, by_____, who is personally known to me and who is the _____ of CRI Holdings, Inc., an Ohio corporation, Managing Member of WATERLOO CROSSING OP, LLC, an Ohio limited liability company, on behalf of the limited liability company, this ____ day of _____, 2019.

_____
Notary Public

This instrument prepared by: Louis Visco, Esq.
Casto
250 Civic Center Drive, Suite 500
Columbus, Ohio 43215

After recordation return to: Eugene L. Hollins, Esq.
Frost Brown Todd LLC
10 West Broad Street, Suite 2300
Columbus, Ohio 43215

EXHIBIT "A"

GRANTEE PROPERTY

BOUNDARY DESCRIPTION FOR
0.875 ACRE
East of Gender Road
South of Winchester Boulevard

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, Section 25, Township 11, Range 21, Congress Lands and being out of the remainder of that 68.985 acre tract conveyed to Trine Street Investors, Ltd. of record in Instrument Number 200302260056380 and described as follows:

Beginning at an iron pin set marking the easterly terminus of the northerly right-of-way line for Canal Street as shown on Plat Book 102, Page 38;

thence with said northerly right-of-way line, being a curve to the left, having a central angle of 03° 13' 24", a radius of 635.00 feet and an arc length of 35.72 feet, a chord bearing and chord distance of North 74° 56' 22" West, 35.72 feet to an iron pin set;

thence across of said 68.985 acre tract, the follow courses;

North 59° 13' 23" East, 88.41 feet to an iron pin set;

North 67° 42' 23" East, 61.89 feet to an iron pin set;

North 56° 26' 25" East, 34.02 feet to an iron pin set;

North 69° 16' 25" East, 42.09 feet to an iron pin set;

North 84° 20' 25" East, 63.43 feet to an iron pin set;

South 82° 48' 22" East, 28.46 feet to an iron pin set;

North 83° 02' 26" East, 50.37 feet to an iron pin set in a westerly line of that 24.628 acre tract conveyed to Wal-Mart Real Estate Business Trust of record in Instrument Number 200307110212169;

thence South 04° 44' 57" West, with said westerly line, 93.33 feet to an iron pin set marking the southwesterly corner thereof, in a northerly line of that 27.834 acre tract conveyed to Trine Street Investors, Ltd. of record in Instrument Number 200302260056382;

thence South 69° 26' 03" West, with said northerly line, 332.96 feet to an iron pin set marking the southeasterly corner of Parcel 4 as shown in the deed to Waterloo Crossing Limited of record in Instrument Number 200307310240491;

thence North 20° 33' 57" West, with the easterly line of said Parcel 4, 23.95 feet to an iron pin set at the easterly terminus of the southerly right-of-way line for said Canal Street as shown on Plat Book 102, Page 38;

BOUNDARY DESCRIPTION FOR
0.875 ACRE
-Page 2-

thence North 16° 40' 19" East, with said easterly terminus of Canal Street, 70.00 feet to the *Point of Beginning*. Containing 0.875 acre, more or less, from Auditor's Parcel 184-002628.

PARCEL A-1
0-046-E
ALL OF
(184)
002989

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description is based on existing records and prior surveys and an actual field survey performed by EMH&T, Inc.

Bearings are based on the Ohio State Plane Coordinate System per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 2270 (Reset) and FCGS 4452, having a bearing of North 04° 44' 36" East, as established by the Franklin County Engineering Department.

All references refer to the records of the Recorder's Office, Franklin County, Ohio.

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

John C. Dodgion
Professional Surveyor No. 8069
01/04/05

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY:
DATE: 10/14/2015

STATE OF OHIO
JOHN C. DODGION
S-8069
REGISTERED SURVEYOR

046E
SPLIT
.875 Ac
FROM
(184)
2628

JCD:sbt/January 4, 05
0_875 acres 42274.doc

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY:
DATE: 1/6/05

LS-05-01
APPROVED
JAN 14 2005
Planning & Zoning
Canal Winchester

PARCEL 4
1.200 ACRE

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being located in Section 25, Township 11, Range 21, Congress Lands and being all out of that 68.985 acre tract as conveyed to Trine Street Investors, Ltd. by deed of record in Instrument Number 200302260056380 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning, for reference at Franklin County Geodetic Survey Monument Number 2270 in the common line between Sections 24 and 25, being in the centerline of Gender Road;

thence South 04° 44' 36" West, with said centerline, a distance of 1196.93 feet to a point;

thence South 85° 15' 24" East, across said Gender Road, a distance of 80.00 feet to an iron pin set in the easterly right-of-way line of said Gender Road, being the easterly line of Parcel No. 3 as conveyed to The Village of Canal Winchester by deed of record in Official Record 34797E20, being the True Point of Beginning;

thence across said 68.985 acre tract, being the southerly right-of-way line of proposed Canal Street, the following courses:

South 85° 40' 02" East, a distance of 226.91 feet to an iron pin set at a point of curvature of a curve to the right; and

southeasterly, with the arc of said curve (Delta = 12° 20' 21", Radius = 565.00 feet) a chord bearing and distance of South 79° 29' 51" East, 121.44 feet to an iron pin set in the easterly terminus of said Canal Street;

thence South 20° 33' 57" East, across said 68.985 acre tract, a distance of 23.95 feet to an iron pin set in the northerly line of that 27.834 acre tract as conveyed to Trine Street Investors, Ltd. by deed of record in Instrument Number 200302260056382;

thence South 69° 26' 03" West, with the northerly line of said 27.834 acre tract, a distance of 43.67 feet to an iron pin set;

thence South 61° 26' 36" West, continuing with said northerly line, a distance of 380.00 feet to an iron pin set in the easterly right-of-way line of said Gender Road, being the easterly line of said Parcel No. 3;

thence with said easterly right-of-way line, being the easterly line of said Parcel 3, the following courses:

North 00° 27' 15" East, a distance of 145.56 feet to an iron pin set;

North 07° 36' 20" East, a distance of 100.12 feet to an iron pin set;

North 31° 18' 30" East, a distance of 11.18 feet to an iron pin set; and

North 04° 44' 36" East, a distance of 4.36 feet to the True Point of Beginning, and containing 1.200 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of monuments FCGS 2270 & FCGS 4452 established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

PARCEL A-2
0-0446-E
ALL OF
(184)
002666

STATE OF OHIO
CLARK E. WHITE
7868
REGISTERED
PROFESSIONAL SURVEYOR
CEW.cew/jow

EVANS, MECHWART, HAMBLETON & TILTON, INC.

7/11/03

Clark E. White
Registered Surveyor No. 7868

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: _____
DATE: 10/14/2015

PRELIMINARY APPROVAL
FRANKLIN COUNTY ENGINEERING DEPT.
DATE: 7/15/03 BY: BB
* TAX CLOSER *

LS-03-07
APPROVED
JUL 28 2003
Andrea Butler
Planning & Zoning
Canal Winchester

SPLIT
1.200 AC
OUT OF
(184)
2628

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: BWM
DATE: 7/3/03

EXHIBIT "B"

RESERVED STORM WATER DRAINAGE EASEMENT

Grantor, for itself, its successors and assigns, reserves a perpetual exclusive easement ("Storm Water Drainage Easement") for the purpose of replacing, modifying, operating, accessing, and/or maintaining a storm water drainage system and/or other storm water drainage facilities (the "Storm Water Drainage System"), in, through, over and across the 1.20 acre portion of the real property described in the foregoing Exhibit "A" (the "Reserved Storm Water Drainage Easement Area"), the location of such easement area being generally depicted on Exhibit "B-1" attached hereto, together with ingress and egress thereto.

Grantor, its successors and assigns, shall have the right to ingress to and egress from the real property described in the foregoing Exhibit "A" (the "Grantee Property") occupied or to be occupied by said Storm Water Drainage System, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. Grantor, its successors and assigns, shall restore all property to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, modification, relocation, operation, inspection and maintenance of all facilities and improvements of Grantor, its successors and assigns, within the Reserved Storm Water Drainage Easement Area and rights-of-way.

EXHIBIT "B-1"

RENDERING OF RESERVED STORM WATER DRAINAGE EASEMENT AREA

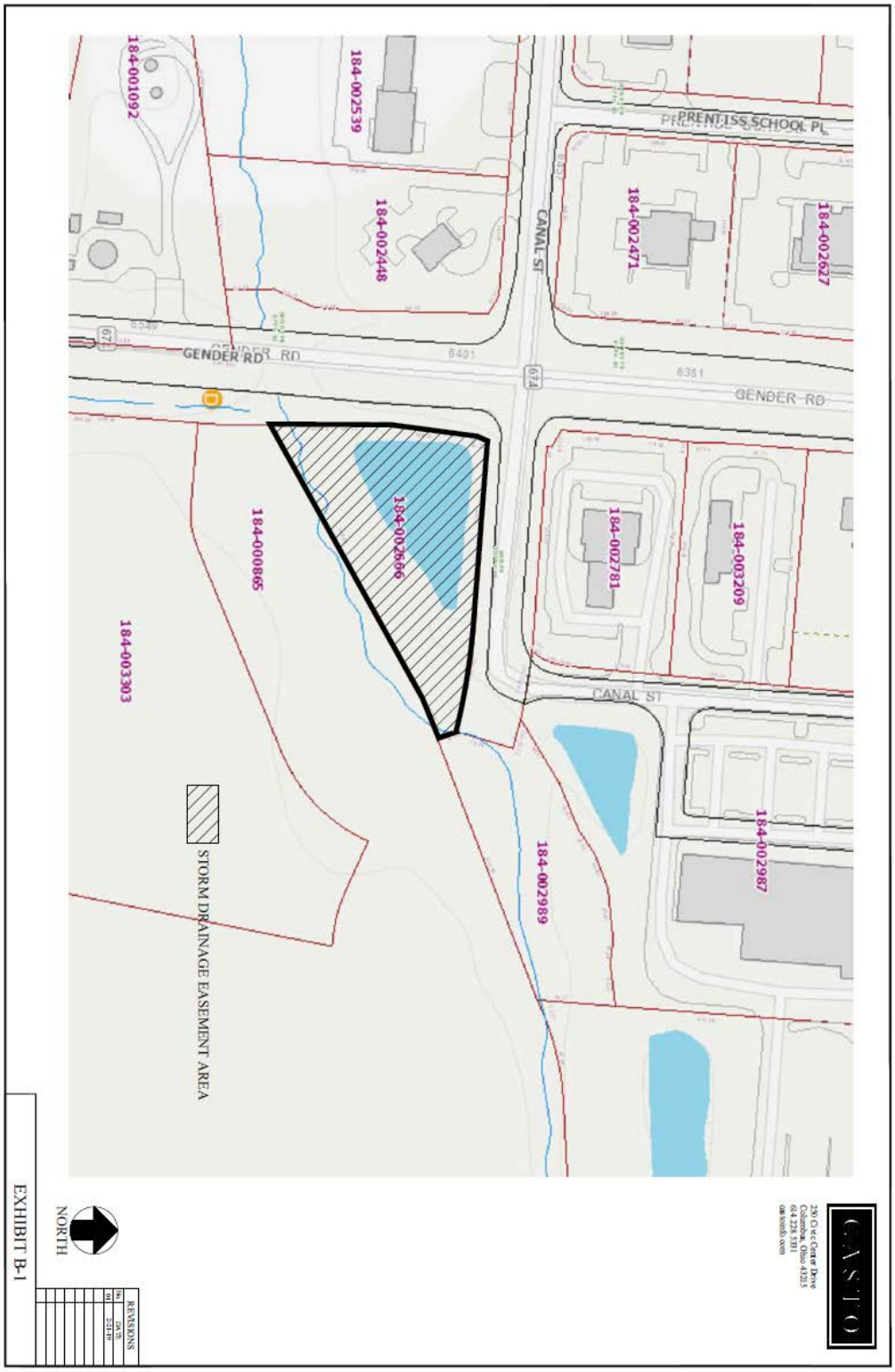


EXHIBIT "B-2"

PYLON SIGN ENVELOPE

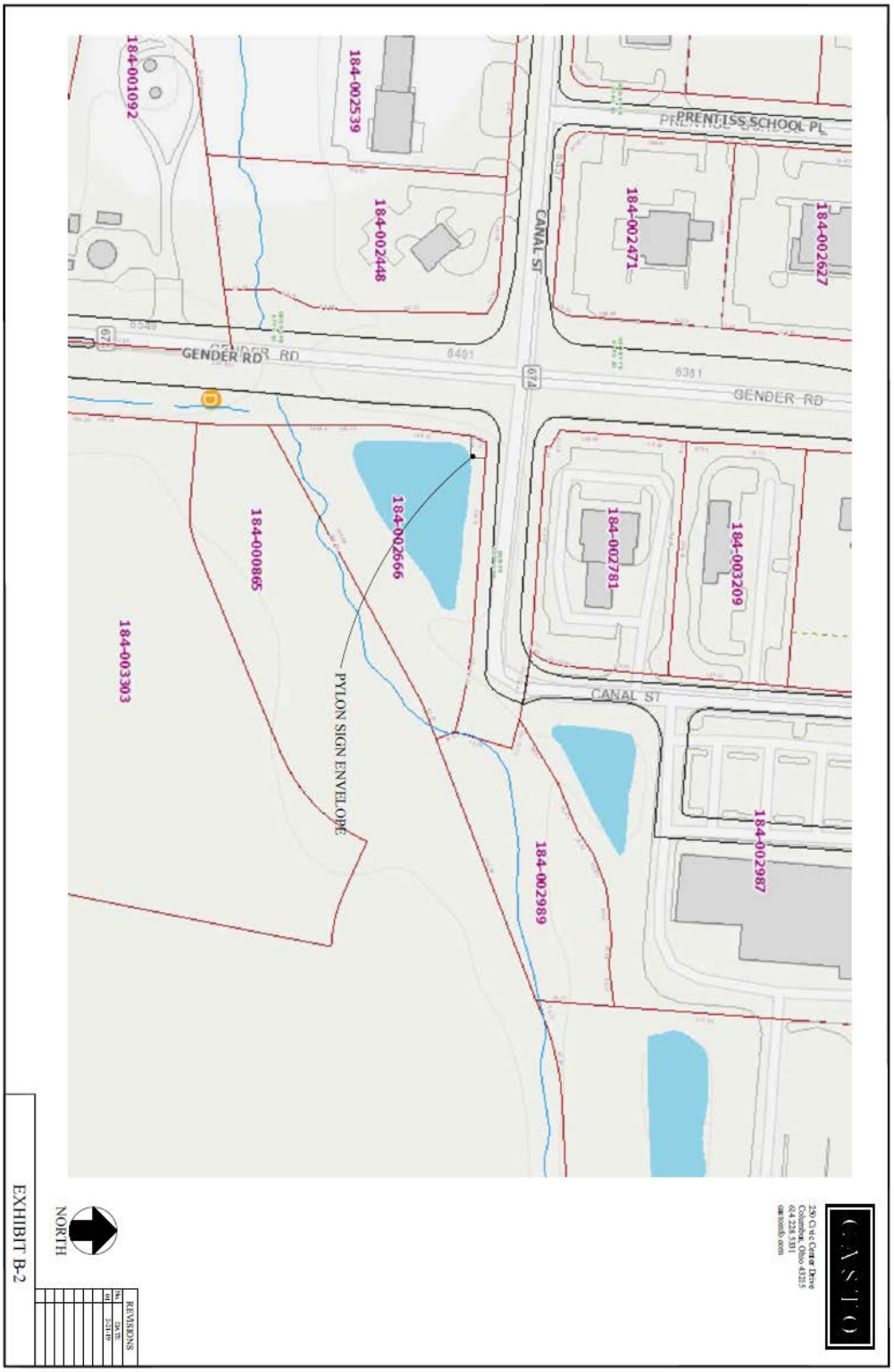


EXHIBIT "C"

PERMITTED ENCUMBERANCES

1.

EXHIBIT "D"

SIGNAGE ENVELOPE DEED RESTRICTION

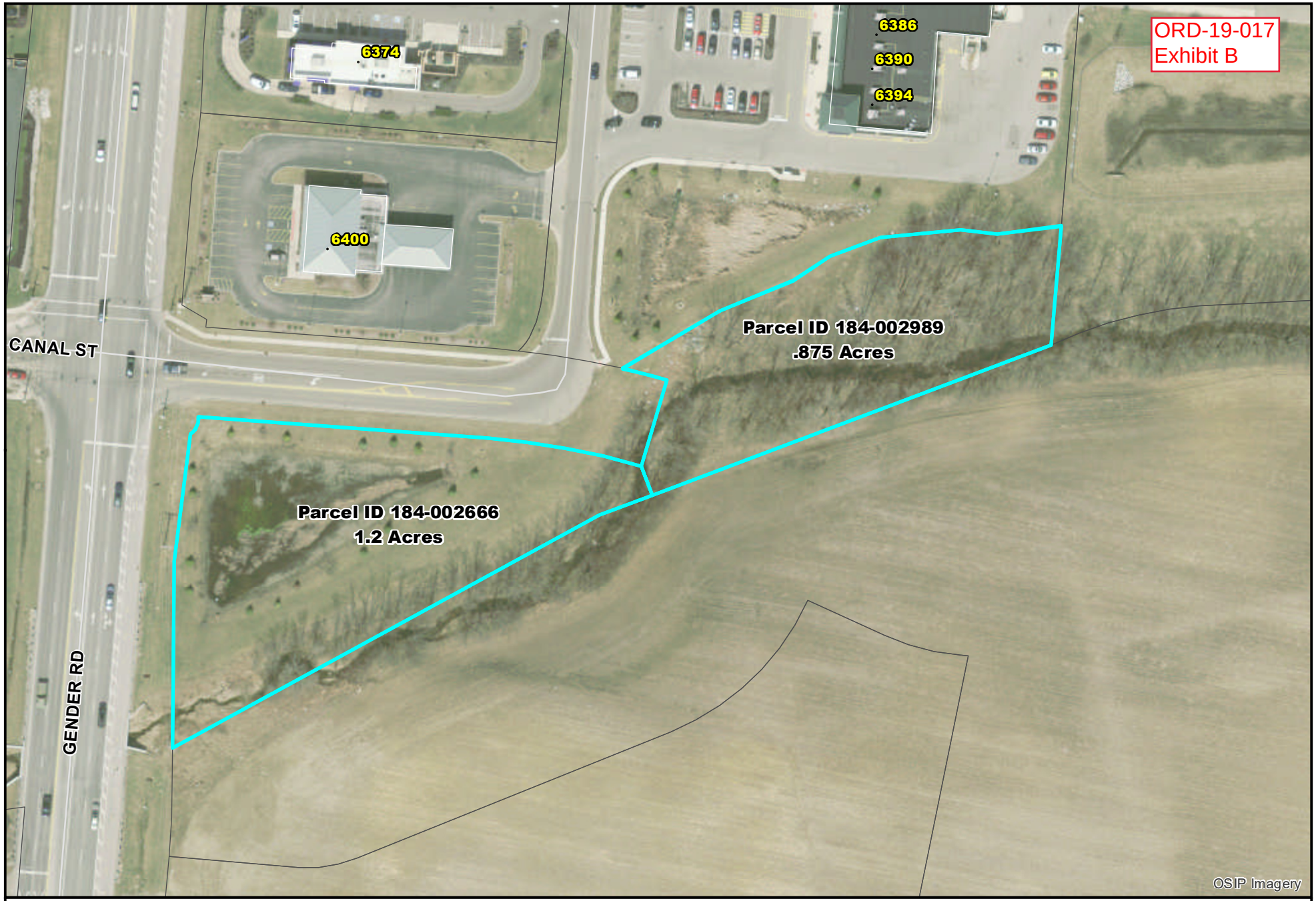
The Grantee Property shall be subject to the following restrictions, which shall be real covenants running with the land in perpetuity and shall be binding upon and enforceable against the Grantee Property and Grantee, its successors and assigns, and inure to the benefit of part of the real property described as the "Grantor Parcels" recorded at Recorder's Office, Franklin County, Ohio, as more specifically set forth on Exhibit "D-1", attached hereto and made a part hereof and be enforceable by Grantor, to wit:

Grantee, its successors and assigns, may landscape the Grantee Property, but shall not construct any improvements which would or might restrict Grantor's, its successors or assigns' access to or use of the Storm Water Drainage System. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within the Reserved Storm Water Drainage Easement Area as delineated in the Exhibits; provided however, that Grantee shall have the right to (i) construct one (1) pylon sign within the perimeters of the building envelope ("Pylon Sign Envelope") as shown on the site plan attached hereto as Exhibit "B-2" and (ii) construct the Canal Street road improvements specifically identified in those certain Crossroads Church Roadway Extension Plans prepared by ADR & Associates, Ltd. of Newark, Ohio, stamped by engineers Ronald Bonnette and Justin Hartfield on September 25, 2018 and signed by City of Canal Winchester's Municipal Engineer on October 11, 2018.

Grantee's construction of one pylon sign on the Grantee Property which would be located outside the perimeters of the Pylon Sign Envelope" shall not be commenced without first receiving Grantor's written approval of such relocated building footprint area, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, any sign constructed within the Pylon Sign Envelope shall not be subject to Grantor approval. Grantor's approval of Grantee's relocated sign footprint area shall not constitute a warranty or representation by Grantor as to the technical sufficiency or adequacy or safety of the structures or any of their component parts or of any physical condition or feature pertaining to the property described herein.

EXHIBIT "D-1"

GRANTOR PARCELS



0 40 80 120 160 Feet

N

Exhibit B

ORDINANCE NO. 19-020

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SIGN EASEMENT AGREEMENT WITH CANAL WINCHESTER HUMAN SERVICES TO PROVIDE FOR A SIGN EASEMENT ON PARCEL 184-001317

WHEREAS, Canal Winchester Human Services has developed a building at 80 covenant Way to provide their non-profit services to the community; and

WHEREAS, the City of Canal Winchester owns an adjacent parcel for public purposes; and

WHEREAS, Canal Winchester Human Services desires to erect a sign on the City owned parcel directing people to their location where visibility from the street is restricted;

NOW THEREFORE BE IT ORDAINED BY THE CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO AS FOLLOWS:

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Sign Easement Agreement with the Canal Winchester Human Services, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Sign Easement Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the City of Canal Winchester, Franklin County, Ohio.

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

DATE PASSED _____ _____
PRESIDENT OF COUNCIL

ATTEST _____ _____
CLERK OF COUNCIL MAYOR

DATE APPROVED_____

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

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

_____
Finance Director/Clerk of Council

ORD-19-020
Exhibit A

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (this "Agreement") is made as of _____, 2019 (the "Effective Date"), by and between the **CITY OF CANAL WINCHESTER**, a municipal corporation organized under the laws of Ohio ("Grantor"), and **CANAL WINCHESTER HUMAN SERVICES,** an Ohio nonprofit corporation ("Grantee").

RECITALS:

A. Grantor is the owner of certain real property located in Canal Winchester, Franklin County, Ohio, as more particularly described in Exhibit A (the "Grantor Property").

B. Grantee operates a food pantry adjacent to Grantor's Property located on Exhibit A and wishes to display a Sign, as depicted on Exhibit B (the "Sign"), with its name and address to advertise the food pantry on land owned by Grantor.

C. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, certain easements upon the Grantor Property for the benefit of the Grantee Property, subject to the terms and conditions set forth below.

STATEMENT OF AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easements.

(a) Sign Easement. Grantor hereby grants and declares a nonexclusive easement on, over and across the portion of the Grantor Property shown and more particularly described in Exhibit A, to place, install, maintain, repair and replace the Sign (the "Sign Easement"). Grantor shall not construct any improvements, including landscaping, in the Sign Easement Area, if such improvements would adversely affect the visibility of the Sign.

(b) Temporary Easement. The Sign Easement granted hereunder shall include a temporary, nonexclusive access easement over the remainder of the Grantor Property, as is reasonably necessary for Grantee to exercise the installation, maintenance and replacement rights and obligations granted under the Sign Easement (the "Temporary Easement" and, together with the Sign Easement, collectively, the "Easements").

(c) Expiration of Easements. The Easements granted hereunder shall expire on the date on which the Canal Winchester Human Services is no longer operated on an adjacent parcel. These Easements are not transferable with the building and are only for the current Grantee.

2. Maintenance Covenants.

(a) Maintenance of Sign. Grantee, at its sole cost and expense, covenants to perform all work required to operate, maintain, repair and replace the Sign, from time to time, in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations.

(b) Maintenance of Sign Easement Area. Grantee covenants to maintain the Sign Easement Area, at its sole expense. Without limiting the generality of the foregoing, such maintenance responsibilities shall include the maintenance, weeding and trimming of any landscaping within the Sign Easement Area determined necessary by Grantee, in its reasonable discretion, to keep the Sign Easement Area in a neat and presentable condition at all times.

(c) Grantor's Property. In connection with Grantee's use of the Temporary Easement from time to time, Grantee shall use reasonable efforts to minimize damage and inconvenience to Grantor and its business operations on the balance of the Grantor Property. Upon completion of any work pursuant to this Agreement, Grantee, at its sole cost and expense, shall promptly restore any portion(s) of the Grantor Property disturbed by such work to the same condition as immediately prior to such work, including but not limited to the re-seeding of any disturbed grass.

(d) Liens. Grantee shall not permit or suffer any lien to be placed of record against the Sign Easement Area or the Grantor Property in favor of any person or persons, individual or corporate, furnishing either labor or material in connection with any work undertaken by Grantee pursuant to the rights herein granted.

As used in this Section 2, the term "maintenance" includes the making of any and all required repairs as well as replacements.

3. Insurance and Indemnity. Grantor and Grantee will each continuously maintain policies of commercial general liability insurance providing coverage against any claims arising out of or relating to their respective negligent acts or omissions in connection with the use of the Easements granted herein. Grantee agrees to indemnify, defend and hold the Grantor harmless

from and against all claims, liabilities, reasonable costs and expenses, including, without limitation, claims for property damage or injury to or death of persons, arising out of or relating to the negligent acts or omissions of the Grantee or its employees, agents, representatives, contractors, or licensees in connection with the use of the Easements granted herein.

5. **Non-Performance**. Notwithstanding anything to the contrary herein, if Grantee fails to perform its maintenance obligations hereunder, and such default continues for 30 days after written notice from Grantor, then Grantor may, upon 10 days' prior written notice to Grantee, undertake to perform such obligations and may recover from the Grantor the costs thereof, plus interest thereon from the date of payment by Grantor until paid at a rate equal to eight percent (8%) per annum.

6. **Notices**. Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be sent by overnight courier guaranteeing overnight delivery (in which case, notice shall be deemed effective when deposited with the overnight courier) or by email to the email addresses shown below (in which case, notice shall be deemed effective when transmitted by email); *provided, however*, in the case of email notice, such notice shall not be effective unless a copy of such notice is also deposited with an overnight courier on the date of email transmission.

To Grantor:	City of Canal Winchester Attn: Mayor 36 S. High St. Canal Winchester, Ohio 43110
Copy to:	Eugene L. Hollins Frost Brown Todd LLC 10 West Broad St., Suite 2300 Columbus, Ohio 43215 Ghollins@fbtlaw.com
To Grantee:	Canal Winchester Human Services Attn:_Penny Miller, Director PO Box 155, 80 Covenant Way Canal Winchester, Ohio 43110

Any party hereto may change the name of the person or address to which notices and other communications are to be given by so notifying the other parties.

7. **Severability**. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision or term hereof.

8. **Entire Agreement**. This Agreement, including the attached Exhibits, contains the entire agreement between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter.

9. **Waiver of Default**. No waiver of any obligation by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such obligation.

10. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Ohio.

11. **Injunctive Relief.** In the event of any violation or threatened violation of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, the owner of the property whose rights are threatened, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

CANAL WINCHESTER, OHIO an Ohio municipal corporation

By:_____
Name:_____
Title:_____

STATE OF _____
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2019, by _____, the _____ of Canal Winchester, Ohio, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires:_____

[Signatures Continue on Following Page]

GRANTEE:

CANAL WINCHESTER HUMAN SERVICES, an Ohio non-profit corporation

By:_____

STATE OF _____
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2019, by _____, the _____ of Canal Winchester Human Services, an Ohio nonprofit corporation, on behalf of the nonprofit corporation.

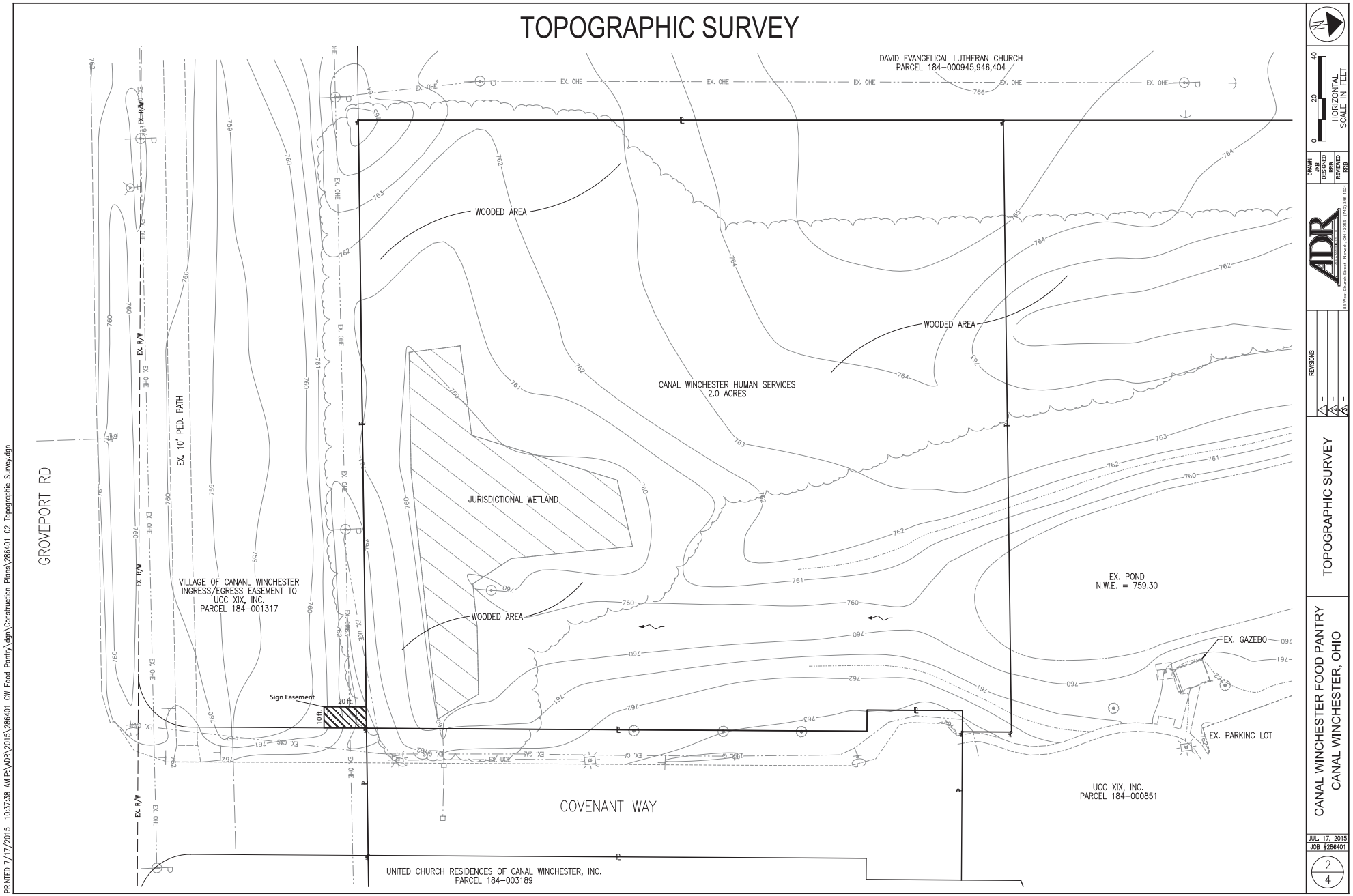
_____
Notary Public
My commission expires:_____

Prepared by and after recording return to:

Eugene L. Hollins
Frost Brown Todd LLC
10 West Broad Suite, Suite 2300
Columbus, Ohio 43215

0128850.0615530 4834-3976-8460v3

Exhibit A



PRINTED 7/17/2015 10:37:38 AM P:\ADR\2015\286401 CW Food Pantry\dgn\Construction Plans\286401 02 Topographic Survey.dgn

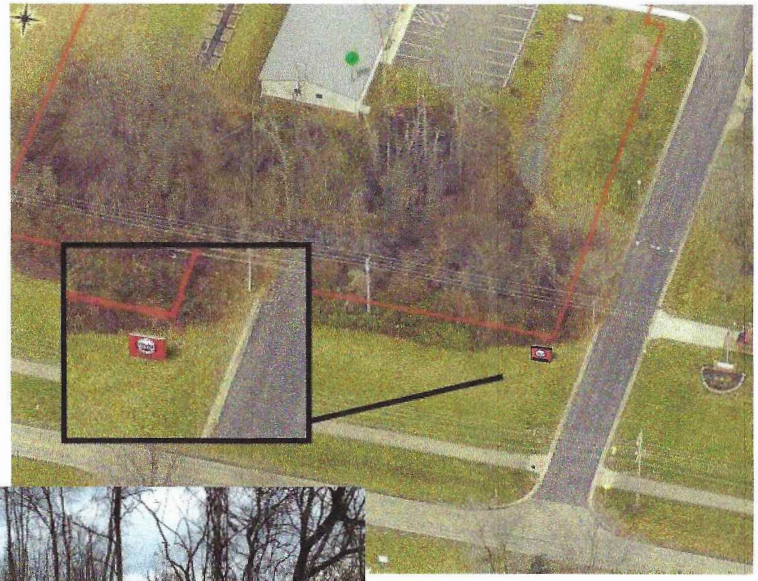
Recycled Paper

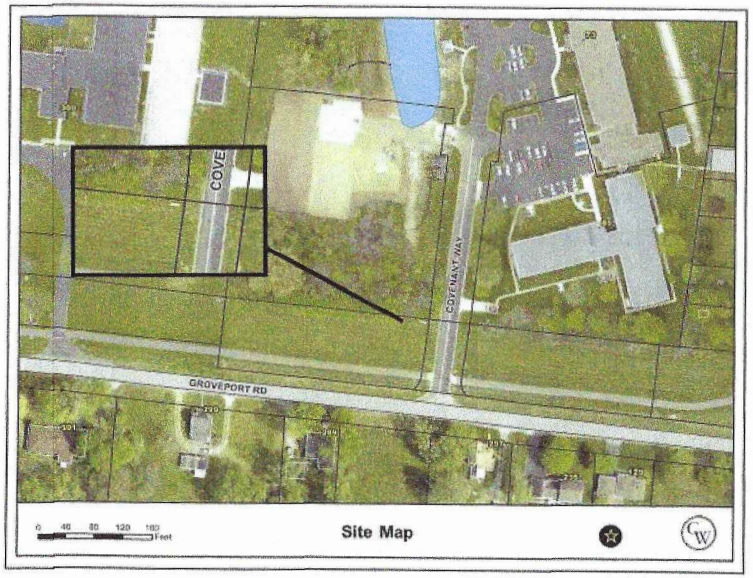
Exhibit B

D/F MONUMENT SIGNAGE
Qty: 1 Sign (2 Faces)

ECB Logo Panel with Digital Print, & White ½" PVC Letters on Brick Monument Wall

(Wall by Others, For Example)





Branham Sign
COMPANY · INCORPORATED
www.branhamsign.com
888·976·7446
127 Cypress Street SW
Reynoldsburg, Ohio 43068

CLIENT

Address:
80 Covenant Way
Canal Winchester, OH

Installation Address:
80 Covenant Way
Canal Winchester, OH

Sales:
jsmith@branhamsign.com

Designer:
jgreenlee@branhamsign.com

Notes:

Underwriters Laboratories Inc.
LISTED
ELECTRIC SIGN
COMPLIES TO UL 48

THIS ARTICLE IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRIC CODE, AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

Approval:

Approved/Customer Date

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Page	Sheet
1	1 of 4

CHAMBER OF COMMERCE

Midwest Sign Association

UL LISTED

Local (740) 964-9550
Fax (740) 964-9558

Date	12-19-18	Job Path	G:\JOBS\Sales\JEFF\Canal Winchester Human Services\MonumentPrint2

ORDINANCE NO. 19-021

AN ORDINANCE AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH OPUS DEVELOPMENT COMPANY, L.L.C., PURSUANT TO SECTION 3735.671 OF THE OHIO REVISED CODE; AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A RELATED SCHOOL COMPENSATION AGREEMENT WITH THE CANAL WINCHESTER LOCAL SCHOOL DISTRICT AND OPUS DEVELOPMENT COMPANY, L.L.C.; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 18-017 adopted by the Council on October 15, 2018 (the "Resolution"), designated the area specified in the Resolution as the Route 33 Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, Opus Development Company, L.L.C., a Delaware limited liability company (the "Developer") is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the "Project Site") and is expected to own initially the buildings on the Project Site; and

WHEREAS, the Developer wishes to enter into a community reinvestment area agreement ("CRA Agreement"), pursuant to Section 4 of Resolution No. 18-017, to receive an exemption from taxation for a commercial or industrial development project consisting of an estimated $22,000,000.00 investment in the construction of approximately 800,000 square feet of commercial or industrial space, estimated to create approximately 80 full-time jobs and a $2,400,000.00 payroll; and

WHEREAS, the City and Developer have negotiated terms for the CRA Agreement, the proposed draft of which is attached hereto and labeled Exhibit B, subject to City Council providing the Mayor authority to execute the CRA Agreement; and

WHEREAS, the Project Site is located in the Canal Winchester Local School District (the "Local School District") and the Eastland-Fairfield Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the draft CRA Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Canal Winchester Local School District has (i) approved the terms of the CRA Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures and the fifty percent (50%) real property tax exemption for ten (10) years for the increase in the assessed value attributable to remodeling for which the cost is at least $100,000.00 at the Project Site; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; (iii) consented to the approval and execution of this Agreement; and (iv) authorized the execution, on behalf of the School District, of a School Compensation Agreement between the City, the School District, and the Developer, the proposed draft of which is attached hereto and identified as Exhibit C;

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

Section 1. The Mayor is hereby authorized to enter into a CRA Agreement with the Developer, in substantially the form of the draft CRA Agreement attached and identified as Exhibit B, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the CRA Agreement by the Mayor.

Section 2. The Mayor is hereby authorized to enter into a School Compensation Agreement with the Canal Winchester Local School District and the Developer, in substantially the form of the draft School Compensation Agreement attached and identified as Exhibit C, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the School Compensation Agreement by the Mayor.

Section 3. The Mayor, or his designees, and the Clerk of Council, or her designees, are hereby authorized and directed to take such actions as are necessary and are consistent with this Ordinance, the terms of the CRA Agreement, and the terms of the School Compensation Agreement, to prepare, execute, and file such additional documents or instruments as are necessary to effectuate the CRA Agreement, the School Compensation Agreement, and the exemption from real property taxation authorized thereby.

Section 4. The Council hereby finds that all formal actions and deliberations related to the passage of this Ordinance have occurred in an open meeting of the Council, or in lawfully convened executive session, in compliance with Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare, such emergency arising from the need to proceed promptly with the public purpose of economic development within the Route 33 CRA, and therefore this Ordinance shall take effect immediately upon its passage and approval by the Mayor.

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.

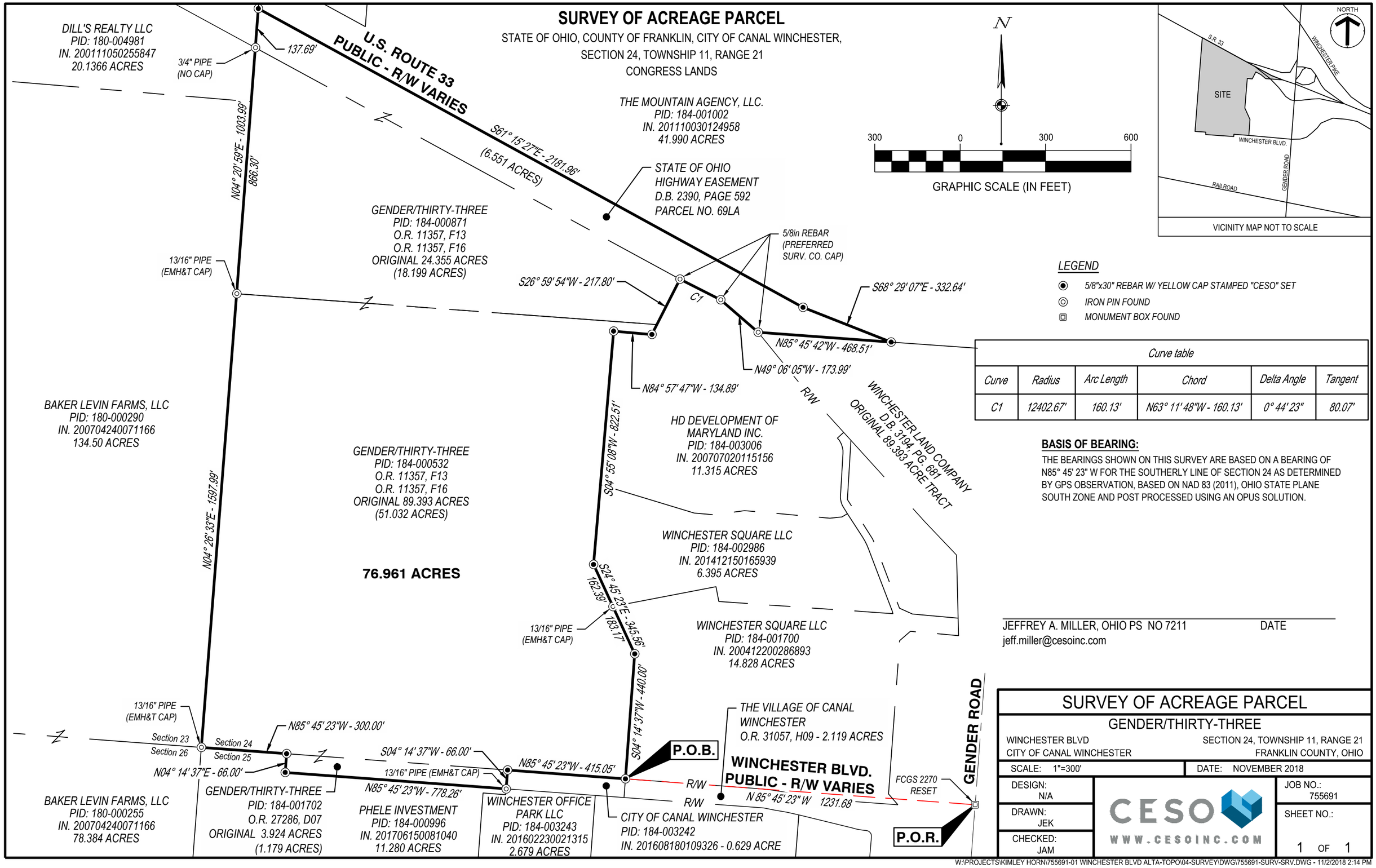
_____
Finance Director/Clerk of Council

EXHIBIT A

MAP OF THE PROJECT SITE

SURVEY OF ACREAGE PARCEL

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER,
SECTION 24, TOWNSHIP 11, RANGE 21
CONGRESS LANDS



LEGEND

- 5/8"x30" REBAR W/ YELLOW CAP STAMPED "CESO" SET
- IRON PIN FOUND
- MONUMENT BOX FOUND

Curve table					
Curve	Radius	Arc Length	Chord	Delta Angle	Tangent
C1	12402.67'	160.13'	N63° 11' 48"W - 160.13'	0° 44' 23"	80.07'

BASIS OF BEARING:

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A BEARING OF N85° 45' 23" W FOR THE SOUTHERLY LINE OF SECTION 24 AS DETERMINED BY GPS OBSERVATION, BASED ON NAD 83 (2011), OHIO STATE PLANE SOUTH ZONE AND POST PROCESSED USING AN OPUS SOLUTION.

JEFFREY A. MILLER, OHIO PS NO 7211 DATE
jeff.miller@cesoinc.com

SURVEY OF ACREAGE PARCEL

GENDER/THIRTY-THREE

WINCHESTER BLVD
CITY OF CANAL WINCHESTER

SECTION 24, TOWNSHIP 11, RANGE 21
FRANKLIN COUNTY, OHIO

SCALE: 1"=300'	DATE: NOVEMBER 2018	
DESIGN: N/A	CESO WWW.CESOINC.COM	JOB NO.: 755691
DRAWN: JEK		SHEET NO.: 1 OF 1
CHECKED: JAM		

W:\PROJECTS\KIMLEY HORN\755691-01 WINCHESTER BLVD ALTA-TOPO\04-SURVEY\DWG\755691-SURV-SRV.DWG - 11/2/2018 2:14 PM

EXHIBIT B

CRA Agreement

DRAFT
Dated: 03/13/2019

COMMUNITY REINVESTMENT AREA AGREEMENT

This Community Reinvestment Area Agreement (this "Agreement") made and entered into by and between the CITY OF CANAL WINCHESTER (the "City"), a municipal corporation in the State of Ohio (the "State"), through the Canal Winchester City Council (the "Council"), and OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company with offices located at 8801 River Crossing Blvd, Suite 450, Indianapolis, IN 46240 (the "Developer").

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 18-017 adopted by the Council on October 15, 2018 (the "Resolution"), designated the area specified in the Resolution as the Route 33 Community Reinvestment Area (the "CRA") pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the "Project Site") and is expected to own initially the Project; and

WHEREAS, the Developer has submitted to the City an application for a community reinvestment area agreement (the "Application"), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer proposes to establish on all or a portion of the Project Site in multiple phases a commerce center, including but not limited to distribution warehouse buildings together with related site improvements, as described in the Application (collectively, the "Project") (each individual building within the Project, with its related site improvements, may be referred to hereinafter from time to time as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Developer does not anticipate that it will equip or occupy any portion of the Project Site or any Buildings or hire employees at the Project Site; rather, the Developer intends to transfer applicable portions of the Project Site upon which a Building is located or parts thereof to one or more transferees by lease, sale and/or other means of transfer (the Developer and such transferees other than by lease, together with any successors and assigns, collectively or singly, as the context requires, may be referred to hereinafter from time to time as an "Owner" or the "Owners"); each such transfer other than by lease may be made

pursuant to a certain assignment and assumption agreement as described more fully in Section 16 hereof in order to bind each Owner to and under this Agreement; and

WHEREAS, the Developer has remitted or shall remit with the Application the required State of Ohio application fee of $750.00, made payable to the Ohio Development Services Agency, to be forwarded with this Agreement, and has paid any applicable local fees; and

WHEREAS, pursuant to R.C. Section 3735.67(A) and in conformance with the format required under R.C. Section 3735.671(B), the City and the Developer desire to formalize their agreement with respect to matters hereinafter contained; and

WHEREAS, the Project Site is located in the Canal Winchester Local School District (the "Local School District") and the Eastland-Fairfield Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the Application and a draft of this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Local School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures and the fifty percent (50%) real property tax exemption for ten (10) years for the increase in the assessed value after remodeling for which the cost is at least $100,000.00 at the Project Site; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Resolution No. _____, adopted on _____, 2019, has approved the terms of this Agreement and authorized its execution on behalf of the City; and

WHEREAS, the parties recognize that the exact legal and financing structure used by the Owners in developing, equipping and operating the Project may include additional legal entities and may evolve prior to and during the operation of the Project;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the receipt and sufficiency of which are hereby acknowledged, the parties herein agree as follows:

1. Project. The cost of the investments to be made in connection with the Project by the Owners is estimated to be approximately $22,000,000, potentially across multiple phases, for construction of new Buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, approximately 800,000 square feet of space. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions

provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

2. Values of Personal Property. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer that is located at another location in Ohio prior to the execution of this Agreement and that is to be relocated from that location to the Project Site is $0. The value for Ohio personal property tax purposes of the non-inventory personal property of the Developer located at the Project Site prior to the execution of this Agreement is $0. The average value for Ohio personal property tax purposes of the inventory of the Developer held at another location in Ohio prior to the execution of this Agreement and to be relocated from that location to the Project Site is $0. The average value for Ohio personal property tax purposes of the inventory of the Developer at the Project Site prior to the execution of this Agreement is $0.

3. Project Schedule. The scheduled estimated starting month for the Project investments to be made in building, machinery, equipment, furniture, fixtures and/or inventory is approximately July 2019; and the scheduled estimated completion month for such investments is no later than approximately August 31, 2020. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement, other than as those tax exemptions are limited in Sections 6 of this Agreement.

4. Employee Positions. The Owners estimate that there will be created at the Project Site, potentially in multiple phases, cumulatively, approximately 80 full-time permanent employee positions with an aggregate annual payroll of approximately $2,400,000.00 upon full build-out of the Project and 0 part-time or temporary positions. Hiring of such employees is estimated to commence in 2020 and to continue incrementally over the succeeding three years. Currently, the Owners have 0 employees at the Project Site; therefore, no employee positions will be retained by the Owners in connection with the Project. The Developer has 0 employees in Ohio. The estimates provided in this Section 4 are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the employment and payroll estimates associated with the Project may increase or decrease. The parties also recognize that it is anticipated that all employees at the Project Site will be hired by other Owners or their tenants.

5. Provision of Information. Each Owner shall provide to the proper tax incentive review council (the "TIRC") any information reasonably required by the TIRC to evaluate the compliance of such Owner with the Agreement, including returns or annual reports of such Owner filed pursuant to R.C. Section 5711.02 (if any) if requested by the TIRC.

6. Real Property Tax Exemption. The City hereby grants a fifteen (15) year, 100% real property tax exemption pursuant to R.C. Section 3735.67 for the assessed value of new structures at the Project Site and a ten (10) year, 50% real property tax exemption pursuant to R.C. Section 3735.67 for the increase in the assessed value after remodeling for which the cost is at least $100,000.00 at the Project Site. For each separately identifiable real property

improvement, the exemption commences the first year such real property improvement would first be taxable were that property not hereby exempted from taxation. No exemption shall commence after tax year 2022 (*i.e.*, tax lien date January 1, 2022 nor extend beyond tax year 2036 (*i.e.*, tax lien date January 1, 2036). In addition, no exemption for remodeling of a Building may extend beyond the fifteen (15) year exemption term for construction of that Building. Although exemption under this Agreement for any Building lasts for only fifteen (15) years at the most, the real property exemption period for the Project as a whole is expected to last more than fifteen (15) years. The exemptions set forth in this Section shall apply irrespective of whether the real property is owned by an Owner, or, in accordance with Section 16 of this Agreement, Section 20 of this Agreement, or both Sections 16 and 20 of this Agreement, by another entity or other entities.

7. Application for Exemption. The Owners acknowledge that the tax exemption with respect to each real property improvement is subject to the filing of a real property tax exemption application with the Housing Officer designated by the City for the CRA, following the completion of construction of that real property improvement. The City agrees that upon receipt of the real property tax exemption application, the Housing Officer shall certify the tax exemption to the applicable county auditor.

8. Payment of Non-Exempt Taxes.

A. Each Owner shall pay such taxes and real property taxes as are not exempted under this Agreement or otherwise exempted and are charged against such Owner's property and shall file all tax reports and returns as required by law in connection therewith. If an Owner fails to pay such taxes or file such returns and reports, and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, all exemptions from taxation granted under this Agreement with respect to property of such Owner are rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). For purposes of this Section 8, "taxes" means all real property taxes, service payments in lieu of taxes, general and special assessments, and any other governmental charges validly levied or assessed against any parcel.

B. Each Occupant (defined below) shall pay such City municipal income taxes as are levied against such Occupant and shall file all tax reports and returns as required by law in connection therewith. "Occupant" includes any person having a right to occupy or regularly use all or any portion of any Building, whether such right to occupy or regularly use all or any portion of any Building arises under any lease, license, or other agreement, and whether any such right is granted by an Owner or by any other Occupant, including, but not limited to, third-party logistics companies, but does not include persons that provide limited services to an Owner or an Occupant, such as security guard companies, janitorial service companies and consulting service companies. If an Occupant fails to pay such taxes or file such returns and reports, and such a failure is not corrected by the Occupant or the Owner within ninety (90) days of written notice thereof to such Occupant and to the Owner of the Building (with such notice redacted to the extent necessary to protect confidential information of the Occupant), all exemptions from taxation granted under this Agreement with

respect to the Building occupied by such Occupant may be rescinded beginning with the year for which such unpaid taxes are charged or such unfiled reports or returns are required to be filed and thereafter, subject to reinstatement as set forth below. Any such rescission, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to Buildings occupied by Occupants other than such defaulting Occupant. For Buildings occupied by more than one Occupant, any exemption rescinded pursuant to this Section shall only be rescinded for that portion of the Building occupied by the Occupant in violation of this Section ("Partial Rescission"). The remaining portion of the Building shall continue to receive any such exemptions granted pursuant to this Agreement. This Partial Rescission shall be effectuated pursuant to R.C. Section 5713.04, which permits parcels to be split-listed when only a portion is exempt from property tax. Upon the completion of the occupancy of a Building by an Occupant that defaulted under this Section, the Owner of the Building may apply for reinstatement of the exemption for the Building, which reinstatement shall not be unreasonably denied, delayed or conditioned by the City. Payment of the Occupant's past-due City income taxes, penalties or interest, if any, shall not be a condition for reinstatement of the exemption.

In addition, each Owner agrees to cause each Occupant of each such Owner's Buildings to provide such information, in such content, detail, and format as shall be reasonably determined by the City, that may be required by the City to enforce its municipal income tax laws, including its obligations to account for and share income tax revenue with any other entity. Each Owner shall include in any lease, license, or any other agreement with any Occupant an acknowledgment of this obligation. Each Owner acknowledges that failure by an Occupant to provide such information may be grounds for modification or termination of the exemptions granted under this Agreement with respect to the portion of any Building occupied by a defaulting Occupant, after the City first provides ninety (90) days' written notice to the Occupant and the Owner in the manner set forth above.

9. Cooperation of the City. The City shall perform such acts as are reasonably necessary or appropriate to approve, effect, claim, reserve, preserve and maintain the exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions. The City shall give its fullest cooperation in the development of the Project, including, but not limited to: (i) the timely review, processing and approval of all building, zoning or other permits, and (ii) all other activities related to the Project.

10. Revocation of CRA. If for any reason the City revokes or purports to revoke the designation of the CRA, entitlements granted under this Agreement shall continue for the number of years specified in this Agreement, unless an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner, and consequently, the City terminates or modifies the exemptions from taxation granted in this Agreement with respect to property of such Owner from the date of the material failure. Any such termination or modification, as provided in this Section, shall have no effect on exemptions from taxation granted in this Agreement with respect to property of Owners other than such defaulting Owner(s). Except for any amendment, revocation, modification, suspension or termination otherwise permitted under this Agreement, the City agrees that it will not amend or revoke the CRA designation as to the Project Site, or modify the incentives available under that designation for the Project Site, prior to 20__.

11. Certification as to No Delinquent Taxes. The Developer hereby certifies for itself that at the time this Agreement is executed, (i) it does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which it is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Revised Code, or, if such delinquent taxes are owed, it is currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, (ii) it has not filed a petition in bankruptcy under 11 U.S.C.A. § 101, *et seq.*, and (iii) no such petition has been filed against it. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes. Each Owner shall make the same certification as that made by the Developer in this Section 11 in any Assignment and Assumption Agreement.

12. Termination, Suspension or Modification Upon Default. If an Owner materially fails to fulfill its obligations under this Agreement and such failure is not corrected within thirty (30) days of written notice thereof to such Owner (provided, however, that such opportunity to cure such default shall not, under any circumstance, and notwithstanding anything to the contrary in this agreement, toll or otherwise suspend any obligation of any Owner or Occupant to pay any non-exempt taxes, real property taxes, or municipal income taxes), or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate, suspend or modify the exemptions from taxation granted under this Agreement with respect to property of the Owner which is in such default or which has made such fraudulent certification, from the date of the material failure. Any such termination, suspension or modification, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such defaulting Owner(s). Moreover, in recognition of the mutual benefit to be secured from providing exemptions to Owners, which will enable Owners to sell or lease buildings to entities that will cause the creation or retention of employment positions within the City, the City shall limit any termination, suspension or modification so as to limit the effect of the termination, suspension or modification to the Owner or entity primarily responsible for the material failure.

13. Approval by the City. The Owners and the City acknowledge that this Agreement must be approved by formal actions of the legislative authority of the City as a condition for this Agreement to take effect. This Agreement takes effect upon such approval. Because this Agreement was approved by Resolution No. _____ of the Council on _____, 2019, this Agreement shall be effective immediately upon its execution.

14. Non-Discriminatory Hiring. By executing this Agreement, the Owners are committing to following non-discriminating hiring practices, acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Revocation of Exemptions. Exemptions from taxation granted under this Agreement shall be revoked with respect to an Owner if it is determined that such violating Owner, any successor enterprise to such violating Owner, or any related member of such violating Owner (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into the Agreement under Division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the

time prescribed by that division or either of those sections. Any such revocation, as provided in this Section, shall have no effect on exemptions from taxation granted under this Agreement with respect to property of Owners other than such violating Owner(s).

16. Transfer and/or Assignment; Release from Liability. Except as provided below, this Agreement and the benefits and obligations thereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed. The City hereby approves the transfer and/or assignment of this Agreement and the benefits and obligations hereof to any entity affiliated with the Developer (including but not limited to subsidiaries, affiliates, joint ventures and/or other arrangements used by Developer to carry out the terms of this Agreement) (an "Affiliate Transferee"). The City shall retain the right to consider the approval of the transfer and/or assignment of this Agreement and the benefits and obligations hereof, which approval shall not be unreasonably withheld or delayed, to any person or entity other than the Developer or an Affiliate Transferee, which is a transferee by lease, sale and/or other means of transfer of all or any part of a Building or the Project Site (a "Third-Party Transferee") (such transferred property may be referred to hereinafter as the "Transferred Property"). As a condition to the right to receive tax exemptions as set forth in this Agreement, each Affiliate Transferee or Third-Party Transferee shall execute and deliver to the City an Assignment and Assumption Agreement in substantially one of the forms attached hereto as Exhibit C.1 and Exhibit C.2, wherein such Affiliate Transferee or Third-Party Transferee (i) assumes all obligations of the Developer under this Agreement with respect to the Transferred Property, and (ii) certifies to the validity, as to the Affiliate Transferee or Third-Party Transferee, of the representations, warranties and covenants contained herein and in the Assignment and Assumption Agreement. Upon the receipt by the City of such Assignment and Assumption Agreement, as to the Transferred Property the Affiliate Transferee or Third-Party Transferee shall have all entitlements and rights to tax exemptions and obligations as an "Owner" under this Agreement, in the same manner and with like effect as if the Affiliate Transferee or Third-Party Transferee had been the original Developer and a signatory to this Agreement. The City agrees to execute each such Assignment and Assumption Agreement and to deliver an original thereof to the Affiliate Transferee or Third-Party Transferee.

17. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

18. Severability; Construction; Headings. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid. The captions and headings in this Agreement are for convenience only and in no way define, limit, prescribe or modify the meaning, scope or intent of any provisions hereof.

DRAFT

19. Validity. The Owners covenant and agree that they are prohibited from challenging the validity of this Agreement or the CRA. In that regard, the Owners waive any defects in any proceedings related to the CRA or this Agreement. If the validity of the CRA or this Agreement is challenged by any entity or individual, whether private or public, the Owners shall advocate diligently and in good faith in support of the validity of the CRA and this Agreement.

20. Modifications. If, notwithstanding Section 16 of this Agreement, it becomes necessary to modify the terms of this Agreement to reflect the exact legal and financing structure used by the Owners in developing, equipping and operating the Project, the Owners shall request an amendment to this Agreement.

21. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City, to:

With a copy to:

If to the Developer, to:

Douglas Swain, Vice President, General Manager
Opus Development Company, L.L.C.
8801 River Crossing Blvd., Suite 450
Indianapolis, IN 46240

With a copy to:

Opus Holding, L.L.C.
Attn. Legal Department
10350 Bren Road West
Minnetonka, MN 55343

or to any such other addresses as may be specified by any party, from time to time, by prior written notification.

DRAFT

22. R.C. Section 9.66 Covenants. Each of the Owners affirmatively covenants that it has made no false statements to the State or any local political subdivision in the process of obtaining approval of the CRA tax exemptions; and that it does not owe: (i) any delinquent taxes to the State or a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. If any representative of any of the Owners has knowingly made a false statement to the State or any local political subdivision to obtain the CRA tax exemptions, such Owner shall be required to immediately return all benefits received by it under this Agreement pursuant to R.C. Section 9.66(C)(2) and such Owner shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to R.C. Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to R.C. Section 2921.13(D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six (6) months. Any such requirement to return benefits under this Agreement, and/or ineligibility for future economic development assistance, as provided in this Section, shall have no applicability to nor effect on Owners other than such violating Owner(s).

23. Annual Fee. The City agrees to waive the annual fee that would otherwise be required by Section 3735.671(D) of the Ohio Revised Code.

24. Notice of Vacancy. If at any time during the term of this Agreement any Owner shall receive notice from any Occupant that such Occupant shall vacate its right to occupy or use any portion of the Property, such Owner shall, within twenty (20) business days of its receipt of such notice, send such notice to the City in accordance with the provisions of this Agreement regarding notice.

25. Estoppel Certificate. Upon request of an Owner, the City shall execute and deliver to the Owner or any proposed purchaser, mortgagee or lessee a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that the Owner is not in default under any of the terms, covenants or conditions of the Agreement, or if the Owner is in default, specifying same; and (c) such other matters as the Owner reasonably requests.

26. Entire Agreement. This Agreement and the Resolution constitute the entire agreement between the Developer and the City pertaining to the subject matter contained herein and therein and supersede all other prior or contemporaneous agreements or understandings between the Developer and the City in connection with such subject matter.

[Remainder of this Page Intentionally Left Blank.]

DRAFT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES, OHIO

By:_____
Michael Ebert, Mayor

By Resolution No. _____ dated _____, 20__
Verified and Certified:

_____
Director of Finance

APPROVED AS TO FORM:

_____
_____, Law Director

OPUS DEVELOPMENT COMPANY, L.L.C.

By:_____
Print Name: _____
Title: _____

DRAFT

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 20__, by Michael Ebert, the Mayor of the City of Canal Winchester, a municipal corporation of the State of Ohio, on behalf of the municipal corporation.

_____
Notary Public

STATE OF _____,

COUNTY OF _____, SS:

The foregoing instrument was signed and acknowledged before me this ___ day of _____, 20__, by _____, the _____ of _____, a _____, on behalf of the _____.

Note: A copy of this Agreement must be forwarded to the Ohio Development Services Agency by the City within fifteen (15) days of execution.

APPROVAL OF BOARD OF EDUCATION

The Board of Education of the Canal Winchester Local School District hereby approves and consents to the foregoing Community Reinvestment Area Agreement.

BOARD OF EDUCATION OF THE
CANAL WINCHESTER LOCAL SCHOOL DISTRICT

By:_____

Print Name: _____

Title:_____Superintendent_____

Date: _____

By:_____

Print Name: _____

Title:_____Treasurer_____

Date: _____

DRAFT

DRAFT

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

LEGAL DESCRIPTION
76.961 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of record in Official Record 11357F13, Official Record 11357F16 and Official Record 27286D07; all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the Village of Canal Winchester of record in Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence North 85°45'23" West continuing with said southerly section line, partly with northerly line of said 0.629 acre tract, a distance of 415.05 feet to an iron pin set at the northwesterly corner of said 0.629 acre tract and the northeasterly corner of the remainder of that original 3.924 acre tract as conveyed to Gender/Thirity-Three of record in Official Record 27286D07;

Thence South 04°14'37" West with the westerly line of said 0.629 acre tract, a distance of 66.00 feet to a 13/16" pipe with a EMH&T cap at a corner thereof, a northwesterly corner of that 2.679 acre tract as conveyed to Winchester Office Park LLC of record in Instrument Number 201602230021315 and a northeasterly corner of that 11.280 acre tract as conveyed to Phele Investment of record in Instrument Number 201706150081040;

Thence North 85°45'23" West with a northerly line of said 11.280 acre tract, a distance of 778.26 feet to an iron pin set at a corner thereof;

Thence North 04°14'37" East with a westerly line of said 11.280 acre tract, a distance of 66.00 feet to an iron pin set at a corner thereof and the northwesterly corner of said remainder of that original 3.924 acre tract;

Thence North 85°45'23" West with the northerly line of said 11.280 acre tract, a distance of 300.00 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe with an EMH&T cap at an angle point in said line;

Thence North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23, passing a 3/4" pipe found no cap at a corner thereof in the southerly limited access right-of-way line of U.S. Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA at 866.30 feet, a total distance of 1003.99 feet to an iron pin set in the centerline of said U.S. Route 33 and at a southwesterly corner of that 41.990 acre tract as conveyed to The Mountain Agency, LLC of record in Instrument Number 201110030124958;

Thence with said centerline and the southerly line of said 41.990 acre tract, the following courses:

> South 61°15'27" East a distance of 2181.96 feet to an iron pin set;
> South 68°29'07" East a distance of 332.64 feet to an iron pin set at a corner thereof and on the northerly line of that original 89.393 acre tract as conveyed to the Winchester Land Company of record in D.B. 3194, Pg. 681;

Thence North 85°45'42" West with the said northerly line, a distance of 468.51 feet to a 5/8" rebar found with a Preferred Surveying Company cap at an angle point in the said southerly limited access right-of-way line of said U.S. Route 33 and the northerly line of that 11.315 acre tract as conveyed to HD Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence with the said southerly limited access right-of-way line and the said northerly line the following courses:

> North 49°06'05" West a distance of 173.99 feet to a 5/8" rebar found with a Preferred Surveying Company cap;
>
> A curve to the left having a radius of 12402.67 feet, with a delta of 0°44'23", subtended by a chord which bears North 63°11'48" West, a chord distances of 160.13 feet, with an arc length of 160.13 feet to a 5/8" rebar found with a Preferred Surveying Company cap at a corner of said 11.315 acre tract;

LEGAL DESCRIPTION

76.961 Acres

Thence with the westerly line of said 11.315 acre tract the following courses:

South 26°59’54” West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 84°57’47” West a distance of 134.89 feet to an iron pin set at a corner thereof;

Thence South 4°55’08” West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence South 24°45’23” East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16” iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence South 4°14’37” West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 76.961 acres of land more or less, 51.032 acres being out of PID 184-000532, 24.750 acres out of PID 184-000871 (6.551 acres in present road occupied) and 1.179 acres out of PID 184-001702.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

All iron pins called as set are 5/8” x 30” rebar with yellow cap stamped “CESO”.

The basis of bearing is based on a bearing of North 85°45’23” West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using an OPUS Solution.

CESO, Inc.

_____

Jeffrey A. Miller PS Date 9/12/2018
Registered Surveyor No.7211

EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(attached hereto)

City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110-1213
Office: (614) 837-7493 Fax: (614) 837-0145

APPLICATION FOR TAX ABATEMENT
FOR COMMERCIAL AND/OR INDUSTRIAL PROPERTIES

1. Name of Real Property Owner: Opus Development Company, L.L.C.
   Mailing Address: 8801 River Crossing Blvd., Suite 450, Indianapolis, IN 46240
2. Project Name: N/A
   Project Address: TBD (Parcel # 184-000532)
   (Please attach map indicating location of property)

3. Nature of Commercial/Industrial Activity (manufacturing, distribution, wholesale, etc.):
   Distribution

   Primary 6-digit North American Industry Classification System (NAICS) #: 531120
   Other relevant SIC numbers: _____

4. Exemption is requested for 1) new structure X or 2) remodeling X
   Please provide brief description of project: (attach additional page if needed)
   Developer proposes to establish in multiple phases a commerce center, including but not limited to distribution warehouse buildings together with related site improvements. The developer anticipates the full-build out of the site could include approximately 800,000 SF of space.

5. Market Value of existing facility (as determined for local property taxation):
   N/A

6. Proposed amount to be invested by the enterprise in the project:
   A. Acquisition of Buildings: $_____
   B. Additions/New Construction: $22,000,000
   C. Improvements to existing building(s): $_____
   D. Machinery & Equipment: $_____
   E. Furniture & Equipment: $_____
   F. Inventory: $_____
   G. **Total New Project Investment**: $22,000,000

7. Scheduled start and completion dates: Estimated to start July 2019 and estimated to be completed by August 31, 2020.

8. Real and Personal Property Tax Information:
   - Amount of real property taxes which would be due and payable on the assessed valuation of the parcel after completion of the construction/remodeling without the requested exemption:
     $450,000 (estimate).

- Amount of real property taxes which would be due and payable on any portion of the non-exempted portion of the assessed valuation of the newly constructed or remodeled structure after completion: $0 _____.

- Amount of personal property taxes which would be due and payable on tangible personal property located on the premises of the newly constructed or remodeled structure after completion of the construction /remodeling:
  N/A ($0) _____.
- Amount of any cash payment to be made by the Real Property Owner to the local school district: $40,000 per year, plus an annual amount equal to the positive difference, if any, between $100,000 and the sum of the $40,000 payment and the income tax payment from the City to the local school district paid for that year.

9. Amount and Term of Desired Exemption 100% for 15 years
   Briefly describe how the project will contribute to the community's development objectives and the reasons for requesting tax incentives.
   The project would develop a currently vacant property, bringing new jobs and revenue to the community. The project is anticipated to create approximately 80 new full-time permanent positions with a total annual payroll of approximately $2.4M. As a result, the project will generate significant new income tax revenue for the City. The exemption would allow the Developer and the City to compete on a level playing field for jobs with other local and regional communities. The exemption would also allow the Developer to offset some of the significant upfront and recurring costs of the project, and make the project more financially viable over the long term.

10. Estimated number of employee positions to be **created** in the first year:
    Full-time 20 Part-time 0 Temporary 0

11. Estimated number of employee positions to be **retained** in the first year:
    Full-time N/A Part-time N/A Temporary N/A

12. Estimated number of employee positions to be created from year two until year three (estimate final year):
    Full-time 60 Part-time 0 Temporary 0

13. Estimated total payroll attributed to employee positions listed in #10, #11, and #12 above:
    $2.4M _____

14. Is the Real Property for which an exemption is requested of Historical or Architectural Significance?
    Yes _____ No X. If yes, please attach a written certificate from the society, association, agency or legislative authority that designated the structure as being of historical or architectural significance stating that the remodeling is historically or architecturally appropriate.

15. Is the property in compliance with applicable zoning restrictions? Yes X
    No _____

16. Will the construction or remodeling result in the relocation of operations located elsewhere in the State of Ohio? Yes _____ No X

17. If the answer to question 16 is yes, are those operations presently receiving any real or personal property tax exemptions? Yes _____ No _____

18. Contact person regarding this information:
Name: Douglas Swain
Address: 8801 River Crossing Road, Indianapolis, IN
Phone Number: (317) 705-0444
Fax Number: _____
Email Address: douglas.swain@opus-group.com

I, the undersigned being the owner of the property listed above, do hereby seek application for tax exemption in the Community Reinvestment Area Program.

_____ March 28, 2019
Signature of Property Owner Date

Submission of this application expressly authorizes the City of Canal Winchester to contact the various State of Ohio Agencies to confirm statements contained within this application and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.

The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

CITY OF CANAL WINCHESTER Use Only

Tax District: _____

Parcel Number(s): _____

Project Description:
_____ a. Remodeling, costs greater than $5,000

_____ b. New construction

Cost of Construction/Remodeling: _____

Date of Completion of Construction/Remodeling:_____

Date of Passage of Legislation Creating Applicable CRA: _____

I hereby certify that the project described herein meets all necessary requirements for the Community Reinvestment Area Program of the City of Canal Winchester, Ohio and that the City Council, through Ordinance _____, passed _____, has authorized the following tax exemption to commence in tax year _____.

_____ ____ years ____ percentage
Address of Property

_____ _____
Housing Officer, City of Canal Winchester Date

Board of Education Action

Approval Required by Board of Education: [ ] Yes [ ] No

Notice Required to Board of Education: [ ] 45 days [ ] 14 days

Date Notice Provided: _____.

Date of Approval: _____

Date Certified Copy of Board Resolution Received: _____

Franklin County Auditor Use Only

Certificate Date by Franklin County Auditor: _____

0128850.0615530 4821-4252-7883v1

EXHIBIT C.1
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Intra-Affiliated Group

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Canal Winchester (the "City"), a political subdivision of the State of Ohio, through the City of Canal Winchester City Council (the "Council"); _____, a _____ (the "Company") and _____, a _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between [Opus entity name], an _____ ("Developer") and the City, dated _____ (the "CRA Agreement," a copy of which is attached hereto as Exhibit A and incorporated herein).

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the City, by Resolution No. _____, adopted by the Council on _____, _____, created the Route 33 Community Reinvestment Area (the "CRA") to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Developer and the City entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit B, the Successor has succeeded on _____, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired or leased by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Annual Fee"), and Section 24 ("Notice of Vacancy"). In addition, to supplement Section 1 and Section 4 of the CRA Agreement and to provide detailed job-creation and investment estimates, the Successor estimates that there will be created on the Transferred Property in 20___ approximately _____ full-time equivalent positions and that the total cost of construction of its portion of the Project [exceeds][is estimated to exceed] $_____. The Successor further represents that it currently has ___ full-time, ____ part-time, __ permanent and ____ temporary positions at other sites in Ohio.

2. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

3. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

4. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

_____
_____
_____
Phone: _____
Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

THE CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES, OHIO

By:_____

Print Name: _____

Title:_____

By Resolution No. _____ dated _____, 20__
Verified and Certified:

APPROVED AS TO FORM:

_____
_____

COMPANY

_____, a _____

By:_____

Print Name: _____

Title:_____

SUCCESSOR

_____[name of Successor]_____

By:_____

Print Name: _____

Title:_____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[OPUS ENTITY NAME]

By:_____
Print Name: _____
Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT C.2
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Form of Assignment and Assumption Agreement – Third Party

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into by and between the City of Canal Winchester (the "City"), a political subdivision of the State of Ohio, through the City of Canal Winchester City Council (the "Council"); _____, a _____ (the "Company") and _____, a _____ (the "Successor"). Except as otherwise provided herein, capitalized terms used herein shall have the same meanings as in the Community Reinvestment Area Agreement between [Opus entity name], an _____ ("Developer") and the City, made effective _____ (the "CRA Agreement,") a copy of which is attached hereto as Exhibit A and incorporated herein.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code ("R.C.") Sections 3735.65 through 3735.70 (the "CRA Act"), the City, by Resolution No. _____, adopted by the Council on _____, _____, created the Route 33 Community Reinvestment Area (the "CRA") to include the area specified in the Resolution as and authorized real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, on _____, the Developer and the City entered into the CRA Agreement, concerning the development of a commerce center with related site improvements, at the Project Site as defined in the CRA Agreement (as particularly described in Exhibit A to the CRA Agreement); and

WHEREAS, by virtue of that certain _____ dated as of _____, 20__, the Company succeeded on _____, 20__ to the interest of the Developer in and to that certain portion of the Project Site hereinafter defined as the Transferred Property; and

WHEREAS, by virtue of that certain Partial Assignment and Assumption Agreement dated as of _____, 20__ (the "Initial Assignment"), a copy of which is attached hereto as Exhibit B and incorporated herein, the Company succeeded on the Transfer Date to the interest of Developer in and to the CRA Agreement with respect to the Transferred Property;

WHEREAS, by virtue of that certain _____ dated as of _____, 20__ (the "Transfer Instrument"), a copy of which is attached hereto as Exhibit C and incorporated herein, the Successor has succeeded on _____, 20__ (the "Transfer Date") to the interest of the Company (or a successor to the Company) in all or part of

the Project Site or a Building at the Project Site (such transferred property may be referred to hereinafter as the "Transferred Property"); the Transferred Property acquired by the Successor is identified in the Transfer Instrument; and

WHEREAS, the Successor wishes to obtain the benefits of the CRA Agreement, and, as agreed in the CRA Agreement, the City is willing to make these benefits available to the Successor on the terms set forth in the CRA Agreement as long as the Successor executes this Agreement and the Developer acknowledges its continued obligations under the CRA Agreement.

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the CRA Agreement, and the benefit to be derived by the Successor from the execution hereof, the parties hereto agree as follows:

1. From and after the Transfer Date, the Company hereby assigns (a) all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property, and (b) all of the benefits of the CRA Agreement with respect to the Transferred Property. From and after the Transfer Date, the Successor hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Owners with respect to the Transferred Property; and (ii) certifies to the validity, as to the Successor as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Owners that are contained in the CRA Agreement. Such obligations, agreements, covenants, restrictions, representations, and warranties include, but are not limited to, those contained in the following Sections of the CRA Agreement: Section 1 ("Project"), Section 4 ("Employee Positions"), Section 5 ("Provision of Information"), Section 7 ("Application for Exemption"), Section 8 ("Payment of Non-Exempt Taxes"), Section 11 ("Certification as to No Delinquent Taxes"), Section 14 ("Non-Discriminatory Hiring"), Section 19 ("Validity"), Section 22 ("R.C. Section 9.66 Covenants"), Section 23 ("Annual Fee"), and Section 24 ("Notice of Vacancy").

2. The City acknowledges through the Transfer Date that the CRA Agreement is in full force and effect [the following portion will be included if the facts support it][, confirms that the Company has complied with the CRA Agreement with regard to the Transferred Property,] and releases the Company from liability for any defaults occurring after the Transfer Date with regard to the Transferred Property.

3. The Successor further certifies that, as required by R.C. Section 3735.671(E), (i) the Successor is not a party to a prior agreement granting an exemption from taxation for a structure in Ohio, at which structure the Successor has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Successor a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in R.C. Section 3735.671(E).

4. The City agrees that as to the Transferred Property the Successor has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the CRA Agreement, and (b) in the same manner and with like effect as if the Successor had been an original signatory (i.e., the Developer) to the CRA Agreement.

5. Notices to the Successor with respect to the CRA Agreement shall be given as stated in Section 21 thereof, addressed as follows:

_____
_____
_____
Phone: _____
Fax: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of _____.

THE CITY OF CANAL WINCHESTER, FRANKLIN AND FAIRFIELD COUNTIES, OHIO

By:_____

Print Name: _____

Title:_____

By Resolution No. _____ dated _____, 20__
Verified and Certified:

APPROVED AS TO FORM:

_____
_____

COMPANY

_____, a _____

By:_____

Print Name: _____

Title:_____

SUCCESSOR

_____[name of Successor]_____

By:_____

Print Name: _____

Title:_____

ACKNOWLEDGMENT OF DEVELOPER

The Developer (as defined in the CRA Agreement) hereby confirms its obligations under the CRA Agreement and hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the CRA Agreement to be performed and observed by the Developer (except to the extent to which such obligations, agreements, covenants, and restrictions are expressly assumed by the Successor and related to any Transferred Property); and (ii) certifies to the validity, as to the Developer as of the date of this Agreement, of all of the representations, warranties and covenants made by or required of the Developer that are contained in the CRA Agreement.

[OPUS ENTITY NAME]

By:_____
Print Name: _____
Title: _____

EXHIBIT A
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of CRA Agreement

(attached hereto)

EXHIBIT B
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of the Initial Assignment

(attached hereto)

EXHIBIT C
TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Copy of Instrument Conveying the Transferred Property

(attached hereto)

EXHIBIT C

SCHOOL COMPENSATION AGREEMENT

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the "Agreement"), made and entered into as of the ___ day of _____, 2019 (the "Effective Date"), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio ("the School District"); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the "City"); and OPUS DEVELOPMENT COMPANY, L.L.C., a Delaware limited liability company authorized to transact business in the State of Ohio ("Opus," or collectively, with the City and School District, the "Parties") and their respective successors and assigns.

WITNESSETH:

WHEREAS, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 Community Reinvestment Area ("Route 33 CRA") by Resolution No. 18-017, adopted October 15, 2018 and confirmed by the Director of the Development Services Agency on December 6, 2018; and

WHEREAS, within the Route 33 CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years; and

WHEREAS, per Resolution 18-017, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

WHEREAS, Opus desires to construct one or more commercial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a "Building") upon certain real property located within the Route 33 CRA and described in Exhibit A hereto (the "CRA Exempted Property"); and

WHEREAS, the planned improvements include the construction of approximately eight hundred thousand (800,000) square feet of one or more industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars ($2,400,000) in annual payroll; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of the newly constructed Buildings (collectively, the "CRA

Exemption"), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the "CRA Exemption Period," which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036), and subject to the terms of this Agreement and the CRA Agreement entered between Opus and the City; and

WHEREAS, the City, pursuant to Sections 5709.40(B), 5709.42, and 5709.43 of the Ohio Revised Code (collectively, "the TIF Statutes"), has adopted Ordinance No. 13-34, subsequently amended by Ordinance Nos. 16-037 and 17-059, to declare the increase in assessed value of certain tax parcels of real property (the "TIF Improvement," with each tax parcel a "Parcel" or collectively the "Parcels") located in a tax-increment financing area ("the TIF Area") to be a public purpose; to exempt 100% of the TIF Improvement from real property taxation for a period not to exceed 30 years (the "TIF Exemption"); specifying public infrastructure improvements undertaken, in the process of being undertaken, or to be undertaken within the TIF Area; requiring owners of the Parcels subject to the TIF Exemption to make service payments in lieu of taxes (the "Service Payments"); providing for the School District to receive a portion of those Service Payments equivalent to the amounts that the School District would have received from real property taxation of the Parcels but for the TIF Exemption; and

WHEREAS, the Buildings to be constructed on the CRA Exempted Property are also within the TIF Area; and

WHEREAS, the TIF Exemption is subordinate to the CRA Exemption, pursuant to Ordinance No. 17-059, and will remain subordinate to the CRA Exemption, pursuant to Section 5709.911 of the Ohio Revised Code;

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. 2019-22, adopted March 18, 2019, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the "School District Resolution").

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the School District, the City, and Opus agree as follows:

1. <u>Approval of the CRA Exemption; Compensation to School District During the CRA Exemption Period.</u>

(a) As provided in the School District Resolution, the School District approves the CRA Exemption, the CRA Exemption Period, and the related CRA Agreement.

(b) For each year during the fifteen (15)-year term that the CRA Exemption Period applies to the initial Building (the "Initial CRA Exemption Period"), Opus agrees to pay an annual sum of Forty Thousand Dollars and No/100 ($40,000.00) to the School District as base compensation for the real property tax payments that the School District would have received from the Buildings but for the CRA Exemption (the "Base PILOT Payment").

(c) Beginning in the fourth year of the Initial CRA Exemption Period, and continuing each year thereafter until the end of the Initial CRA Exemption Period (up to a maximum of twelve years), Opus agrees to pay an annual amount (the "Supplemental PILOT Payment") equal to the positive difference, if any, between One Hundred Thousand Dollars and No/100 ($100,000) and the sum of the Base PILOT Payment and the Income Tax Payment (defined below) to be paid for that year. The Base PILOT Payment and the Supplemental PILOT Payment shall collectively be referred to as the "PILOT Payments." For the avoidance of doubt, the Parties acknowledge that there may be one or more years in which the Supplemental PILOT Payment is $0, and the Parties acknowledge that if the Buildings are not completed at approximately the same time, there may be one or more years during the latter part of the CRA Exemption Period for which there will be no PILOT Payments (and for which the School District would receive the full property taxes from the initially constructed Building after the Initial CRA Exemption Period expires).

(d) For each year of the CRA Exemption Period for each Building, the City agrees to pay to the School District an amount equal to twenty-five percent (25%) of the City's income tax receipts generated from activity that year at the Building, less any adjustments described in the below paragraph (the "Income Tax Payment").

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment from Opus to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building notwithstanding the CRA Exemption, then the amount of the City's Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

(e) The School District agrees that the only compensation the School District will receive for lost revenues due to the CRA Exemption is set forth in this Agreement and that the School District shall not seek or be entitled to any other compensation from Opus or the City, unless otherwise mutually agreed to in writing signed by all Parties. Nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

(f) The School District acknowledges and agrees that, during the CRA Exemption Period for a Building, there will be no Service Payments as to the assessed value of the Building due to the subordination of the TIF Exemption during the CRA Exemption Period.

(g) If any CRA Exemption Period is terminated early due to an Event of Default (as defined in Section 6 of this Agreement) by Opus and such default is not cured during any applicable grace period, the payment obligations of Opus and the City under this Agreement shall terminate after payments are made for the final tax year for which that CRA Exemption Period was in effect.

2. <u>Payment of Compensation</u>.

(a) The PILOT Payments shall be paid to the School District in the year following the tax year of the CRA Exemption Period to which they relate. For example: if the first year of the Initial CRA Exemption Period is tax year 2020, then: (i) the Base PILOT Payment for that year shall be payable to the School District in 2021; and (2) the first Supplemental PILOT Payment would not be owed until 2024 (for tax year 2023). For each year that a PILOT Payment is due, the City shall calculate the amount of the Supplemental PILOT Payment, if any, based on information provided in connection with annual reporting with respect to the CRA Exemption. By April 30 of each year, the City shall provide Opus with written notice specifying whether a Supplemental PILOT Payment is due and, if applicable, a calculation showing the amount of the Supplemental PILOT Payment. The notice also shall identify the total PILOT Payments due and include an invoice for that amount. Absent clear error, the PILOT Payments shall be paid by Opus to the School District by the later of June 1 or thirty (30) days after Opus' receipt of the notice and invoice. The School District shall provide Opus with a timely written receipt for each of the PILOT Payments that the School District receives.

(b) The Income Tax Payments shall be paid to the School District on or before December 31 of the year following the tax year of the CRA Exemption Period for which the income tax revenue was collected. For example: if the first year of the CRA Exemption Period is tax year 2020, then the Income Tax Payments attributable to activity at the Building during tax year 2020 shall be due to the School District on or before December 31, 2021.

(c) The method of payment for sums due under this Agreement shall be by check or wire transfer unless another method is mutually agreed upon between the Parties.

3. Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time; otherwise, deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

4. School District Consent and Waiver. The School District hereby acknowledges that it has received a copy of the CRA Agreement. In consideration of the execution of this Agreement, the School District hereby: (i) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement; (ii) irrevocably waives any notice requirements under Ohio law with respect to the CRA Agreement; and (iii) irrevocably waives any defects or irregularities relating to the CRA Agreement.

5. Notices. All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

CANAL WINCHESTER
LOCAL SCHOOLS:

CITY OF CANAL
WINCHESTER:

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If to OPUS DEVELOPMENT COMPANY, L.L.C., to:

Douglas Swain, Vice President, General Manager
Opus Development Company, L.L.C.
8801 River Crossing Blvd., Suite 450
Indianapolis, IN 46240

With a copy to:

Opus Holding, L.L.C.
Attn. Legal Department
10350 Bren Road West
Minnetonka, MN 55343

6. Notice of Default and Cure. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other Party (a "Default Notice"). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an "Event of Default."

7. Limitation on Damages. No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

8. Duration of Agreement; Amendment. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the CRA Exempted Property. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all Parties hereto by duly authorized representatives.

9. Waiver. No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof

10. Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

11. Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and Opus, and their respective

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successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that Opus may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

12. Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

13. Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

14. Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

15. Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the School District, the City, and Opus have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

By:_____
Printed Name:_____
Title: _____

Authorized by Board Resolution No. _____
Approved _____, 2019_

CITY OF CANAL WINCHESTER, OHIO
By: _____
Printed Name: _____
Title: _____

Authorized by Ordinance No. _____
Approved _____, 2019

Approved as to Form:

_____
Law Director

OPUS DEVELOPMENT COMPANY, L.L.C.

By:_____
Printed Name:_____
Title: _____

DRAFT

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

_____
Notary Public

My Commission expires: _____

[Notary Seal]

DRAFT

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

_____
Notary Public

My Commission expires: _____

[Notary Seal]

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this _____ day of _____, 2019, personally appeared before me, a Notary Public in and for the State of Ohio, the Opus Development Company LLC, by _____, known and known to be the _____ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

_____
Notary Public

My Commission expires: _____

[Notary Seal]

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EXHIBIT A

DESCRIPTION OF THE PARCELS

Parcel No.

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LEGAL DESCRIPTION
76.961 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of record in Official Record 11357F13, Official Record 11357F16 and Official Record 27286D07; all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the Village of Canal Winchester of record in Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence North 85°45'23" West continuing with said southerly section line, partly with northerly line of said 0.629 acre tract, a distance of 415.05 feet to an iron pin set at the northwesterly corner of said 0.629 acre tract and the northeasterly corner of the remainder of that original 3.924 acre tract as conveyed to Gender/Thirity-Three of record in Official Record 27286D07;

Thence South 04°14'37" West with the westerly line of said 0.629 acre tract, a distance of 66.00 feet to a 13/16" pipe with a EMH&T cap at a corner thereof, a northwesterly corner of that 2.679 acre tract as conveyed to Winchester Office Park LLC of record in Instrument Number 201602230021315 and a northeasterly corner of that 11.280 acre tract as conveyed to Phele Investment of record in Instrument Number 201706150081040;

Thence North 85°45'23" West with a northerly line of said 11.280 acre tract, a distance of 778.26 feet to an iron pin set at a corner thereof;

Thence North 04°14'37" East with a westerly line of said 11.280 acre tract, a distance of 66.00 feet to an iron pin set at a corner thereof and the northwesterly corner of said remainder of that original 3.924 acre tract;

Thence North 85°45'23" West with the northerly line of said 11.280 acre tract, a distance of 300.00 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe with an EMH&T cap at an angle point in said line;

Thence North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23, passing a 3/4" pipe found no cap at a corner thereof in the southerly limited access right-of-way line of U.S. Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA at 866.30 feet, a total distance of 1003.99 feet to an iron pin set in the centerline of said U.S. Route 33 and at a southwesterly corner of that 41.990 acre tract as conveyed to The Mountain Agency, LLC of record in Instrument Number 201110030124958;

Thence with said centerline and the southerly line of said 41.990 acre tract, the following courses:

> South 61°15'27" East a distance of 2181.96 feet to an iron pin set;
> South 68°29'07" East a distance of 332.64 feet to an iron pin set at a corner thereof and on the northerly line of that original 89.393 acre tract as conveyed to the Winchester Land Company of record in D.B. 3194, Pg. 681;

Thence North 85°45'42" West with the said northerly line, a distance of 468.51 feet to a 5/8" rebar found with a Preferred Surveying Company cap at an angle point in the said southerly limited access right-of-way line of said U.S. Route 33 and the northerly line of that 11.315 acre tract as conveyed to HD Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence with the said southerly limited access right-of-way line and the said northerly line the following courses:

> North 49°06'05" West a distance of 173.99 feet to a 5/8" rebar found with a Preferred Surveying Company cap;
>
> A curve to the left having a radius of 12402.67 feet, with a delta of 0°44'23", subtended by a chord which bears North 63°11'48" West, a chord distances of 160.13 feet, with an arc length of 160.13 feet to a 5/8" rebar found with a Preferred Surveying Company cap at a corner of said 11.315 acre tract;

LEGAL DESCRIPTION

76.961 Acres

Thence with the westerly line of said 11.315 acre tract the following courses:

South 26°59’54” West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 84°57’47” West a distance of 134.89 feet to an iron pin set at a corner thereof;

Thence South 4°55’08” West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence South 24°45’23” East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16” iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence South 4°14’37” West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 76.961 acres of land more or less, 51.032 acres being out of PID 184-000532, 24.750 acres out of PID 184-000871 (6.551 acres in present road occupied) and 1.179 acres out of PID 184-001702.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

All iron pins called as set are 5/8” x 30” rebar with yellow cap stamped “CESO”.

The basis of bearing is based on a bearing of North 85°45’23” West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using an OPUS Solution.

CESO, Inc.

_____

Jeffrey A. Miller PS Date 9/12/2018
Registered Surveyor No.7211

EXHIBIT B

SCHOOL DISTRICT RESOLUTION

0128850.0615530 4824-1178-4073v1

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RESOLUTION NO. 2019-22

A RESOLUTION TO APPROVE A COMMUNITY REINVESTMENT AREA AGREEMENT IN THE ROUTE 33 COMMUNITY REINVESTMENT AREA AND A SCHOOL COMPENSATION AGREEMENT, AND WAIVING THE FORTY-FIVE DAY NOTICE PERIOD UNDER SECTION 3735.671 OF THE OHIO REVISED CODE

WHEREAS, the Council of the City of Canal Winchester ("the City"), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 Community Reinvestment Area ("Route 33 CRA") by Resolution No. 18-017, adopted October 15, 2018 and confirmed by the Director of the Development Services Agency on December 6, 2018; and

WHEREAS, to encourage investment and economic development within the Route 33 CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years, subject to the City and prospective developers agreeing upon terms for such exemptions; and

WHEREAS, Winchester Logistics, L.L.C. ("Developer"), desires to construct one or more commercial or industrial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a "Building") upon certain real property located within the Route 33 CRA and described in Exhibit A hereto (the "CRA Exempted Property"); and

WHEREAS, the CRA Exempted Property is within the territory of the Canal Winchester Local School District ("the School District"); and

WHEREAS, the planned Buildings include the construction of approximately eight hundred thousand (800,000) square feet of one or more commercial or industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars ($2,400,000) in annual payroll; and

WHEREAS, the City and Developer have negotiated an agreement (the "CRA Agreement") for 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of the newly constructed Buildings (collectively, the "CRA Exemption"), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the "CRA Exemption Period," which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036); and

WHEREAS, the School District has received a draft copy of the CRA Agreement prior to its execution; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the City, Developer, and the Canal Winchester Local School District have negotiated an agreement to compensate the School District in lieu of taxes it would have received but for the CRA Exemption (the "School Compensation Agreement"); and

WHEREAS, the Board of Education of the School District determines that approval of the CRA Agreement and the School Compensation Agreement, and the waiver of statutory notice procedures, serves the interest of the School District by encouraging economic development of real property within the School District;

NOW, THEREFORE BE IT RESOLVED by the Board of Education of the Canal Winchester Local School District, Fairfield and Franklin Counties, Ohio, five of its five members concurring:

SECTION 1. That the Board hereby approves the CRA Agreement and the CRA Exemption provided to Developer pursuant to the CRA Agreement, provided that the final executed version of the CRA Agreement shall be in substantially the form received by the School District and attached hereto as Exhibit A, and further provided that the School Compensation Agreement be entered between the School District, the City, and Developer, consistent with Section 2 of this Resolution.

SECTION 2. That the Board hereby authorizes the Superintendent and Treasurer to execute on behalf of the School District the School Compensation Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit B.

SECTION 3. That the Board hereby waives all notice requirements under Sections 3735.671(A)(1) and 5709.83 of the Ohio Revised Code with respect to the CRA Agreement and the CRA Exemption.

SECTION 4. That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

SECTION 5. The Superintendent and the Treasurer are authorized and directed to promptly certify a copy of this resolution to the City, and otherwise to provide such information or certificates, and enter into such instruments, as are necessary to carry out the terms of the School Compensation Agreement and the CRA Agreement. The Board acknowledges that the City will rely upon this resolution when executing

the CRA Agreement and granting the CRA Exemption, and the Board represents that it will not repeal or modify this resolution.

SECTION 6. This resolution shall be effective immediately upon its adoption.

ORDINANCE NO. 19-022

AN ORDINANCE TO AUTHORIZE THE MAYOR CONVEY A TRACT OF LAND CONSISTING OF LOTS SIX (6), SEVEN (7) AND EIGHT (8) AND PART OF LOT (10) IN THE DANIEL BERGSTRESSER SUBDIVISION TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT LEASE TO TRINE FAIRFIELD LLC, AND TO DECLARE AN EMERGENCY

WHEREAS, Trine Fairfield desires to enter into a ground lease of Lots Six (6), Seven (7) and Eight (8) and a portion of Lot (10) of the Daniel Bergstresser Subdivision ("18 and 26 West Waterloo Street"), as described with more particularity in the legal description attached hereto as Exhibit A and incorporated herein by reference, which land is owned by the City of Canal Winchester for construction of a new mixed-use facility; and

WHEREAS, the City hereby finds and determines that 18 and 26 West Waterloo Street is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City; and

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

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

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

Section 1. That the Mayor be and hereby is authorized and directed to convey 18 and 26 West Waterloo Street by suitable deed of conveyance to the Canal Winchester Industry and Commerce Corporation, so as to provide for the performance of a Lease Agreement by and among the Canal Winchester Industry and Commerce Corporation and Trine Fairfield LLC.

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 lease 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

ORD-19-022
Exhibit A

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

***

Situated in the County of Franklin in the State of Ohio and in the Village of Canal Winchester and bounded and described as follows:

Parcel 1: Being Lots Numbers Seven (7) and Eight (8) in the DANIEL BERGSTRESSER SUBDIVISION in the Village of Canal Winchester, as the said lots are numbered and shown on the plat of said Subdivision, of record in Plat Book Number Ten (10), page 290, in the office of the Recorder of Franklin County, Ohio.

Parcel 2: Being a part of Lot Number Ten (10) in DANIEL BERGSTRESSER'S SUBDIVISION, as the same lot is numbered and delineated on the plat of said subdivision of record in Plat Book Number Ten (10), at page Two Hundred Ninety (290), in the office of the Recorder of Franklin County, Ohio, and being more particularly described as follows:

Beginning at the southwest corner of Lot Number (10) said point being 13.29 feet more or less from an iron pin at the southwest corner of Lot Number Eight (8); thence northerly along the westerly line of Lot Number (10) 70.62 feet more or less to a point, said point being the northwest corner of Lot Number (10); thence easterly along the northerly line of Lot Number Ten (10) 24.13 feet more or less to a point, said point being the northwest corner of the tract conveyed to Bird E. and Lula B. Schirm by warranty deed recorded in Deed Book 1723, page 313 Franklin County Recorder's Office, thence southerly along the westerly line of said Schirm tract and parallel to the westerly line of Lot Number Ten (10) to a point, said point being on the southerly line of Lot Number Ten (10) and 117.51 feet more or less from the southeast corner of Lot Number Ten (10);; thence westerly along the southerly line of Lot Number Ten (10) 27.33 feet more or less to the place of the beginning.

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(184

Parcel Number 184-000163

AND

Situated in the County of Franklin, in the State of Ohio and the City of Canal Winchester:

Being Lot Number Six (6) in DANIEL BERGSTRESSER'S SUBDIVISION, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 10, Page 290, Recorder's Office, Franklin County, Ohio.

Tax Parcel No.: 184-000162-00
Property Address: 26 West Waterloo Street, Canal Winchester, OH 43110

ORDINANCE NO.19-023

AN ORDINANCE TO DEDICATE LITHOPOLIS-WINCHESTER RD. RIGHT-OF-WAY

WHEREAS, the city, as owner of property located on Lithopolis-Winchester Rd. identified as Parcel No. 184-000839; desires to dedicate a 0.434-acre portion and a 2.164-acre portion of the property for road right-of-way purposes; and,

WHEREAS, the Director of Public Service recommends dedication of the property for right-of-way use.

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

SECTION 1. That Council does hereby dedicate a 0.434-acre portion and a 2.164-acre portion of the property, described in Exhibits A and C and depicted in Exhibits B and D, for road right-of-way purposes.

SECTION 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed, evidencing the acceptance of the road right-of-way dedication as authorized herein.

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

ORD-19-023
Exhibit A

March 05, 2019

DESCRIPTION OF A 0.434 ACRE TRACT
ALONG LITHOPOLIS-WINCHESTER ROAD, NORTH OF WINCHESTER ROAD NW,
CITY OF CANAL WINCHESTER, FRANKLIN, CO., OHIO

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 31, Township 15 North, Range 20 West, Congress Lands and being a portion of an original 3.5 acre tract of land conveyed, as Tract 1, to the City of Canal Winchester by deed of record in Instrument No. 201708140111562, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a MAG nail set in the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6) ~ variable width, in the east line of Section 31, Township 15 North, Range 20 West, in the west line of Section 32, Township 15 North, Range 20 West, in an east line of the Franklin County Line, in a west line of the Fairfield County Line, in the east line of said original 3.5 acre tract and at the Northeast corner of a 0.445 acre tract of land conveyed, partially out of said original 3.5 acre tract as Parcel 1-WD for Lithopolis-Winchester Road roadway purposes, to Franklin County Commissioners, by deed of record in Instrument No. 201205290074880, said MAG nail being N 04° 47' 35" E a distance of 385.00 feet from Franklin County Monument FCGS 7761 Reset found at the intersection of the centerline of Lithopolis-Winchester Road with the centerline of Winchester Road NW;

thence N 85° 12' 25" W crossing said original 3.5 acre tract and along a portion of the north line of said 0.445 acre tract a distance of 50.00 feet to a 3/4" I.D. iron pipe set;

thence N 04° 47' 35" E crossing a portion of said original 3.5 acre tract and parallel with and fifty (50) feet westerly by perpendicular measurement from the centerline of Lithopolis-Winchester Road a distance of 377.38 feet to a 3/4" I.D. iron pipe set in the north line of said original 3.5 acre tract, in the north line of said Section 31, in the south line of Section 30, Township 15 North, Range 20 West and in the south line of Lot No. 4 as shown upon the plat entitled Plat of Ruben Doves Addition, of record in Plat Book 3, Page 143, said Lot No. 4 being a portion of a tract of land conveyed to the City of Canal Winchester, by deed of record in Instrument No. 201708140111562;

thence S 85° 49' 06" E along a portion of the north line of said original 3.5 acre tract, along a portion of the north line of said Section 31, along a portion of the south line of said Section 30 and along a portion of the south line of said Lot No. 4 a distance of 50.00 feet to a MAG nail set in the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6), at a common corner of said Section 31, said Section 30, Section 29 and Section 32, both of Township 15 North, Range 20 West, in an east line of the Franklin County Line, in a west line of the Fairfield County Line and at the northeast corner of said original 3.5 acre tract;

thence S 04° 47' 35" W along the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6), along a portion of the east line of said Section 31, along a portion of the west line of said Section 32, along a portion of the east line of the Franklin County Line, along a portion of the west line of the Fairfield County Line and along a portion of the east line of said original 3.5 acre tract a distance of 377.91 feet to the place of beginning;

containing 18,882 square feet (= 0.434 acre) of land more or less and being subject to all highways, easements and restrictions of record. Of said 0.434 acre, 11,333 square feet (= 0.260 acre) is within the current right-of-way line of Lithopolis-Winchester Road;

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey in April, 2018. Basis of bearings is the centerline of Lithopolis-Winchester Road (north from Winchester Road NW), being N 04° 47' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian. All 3/4" I.D. iron pipe set are 30" in length and have a plastic cap stamped "Bird & Bull, Inc.".

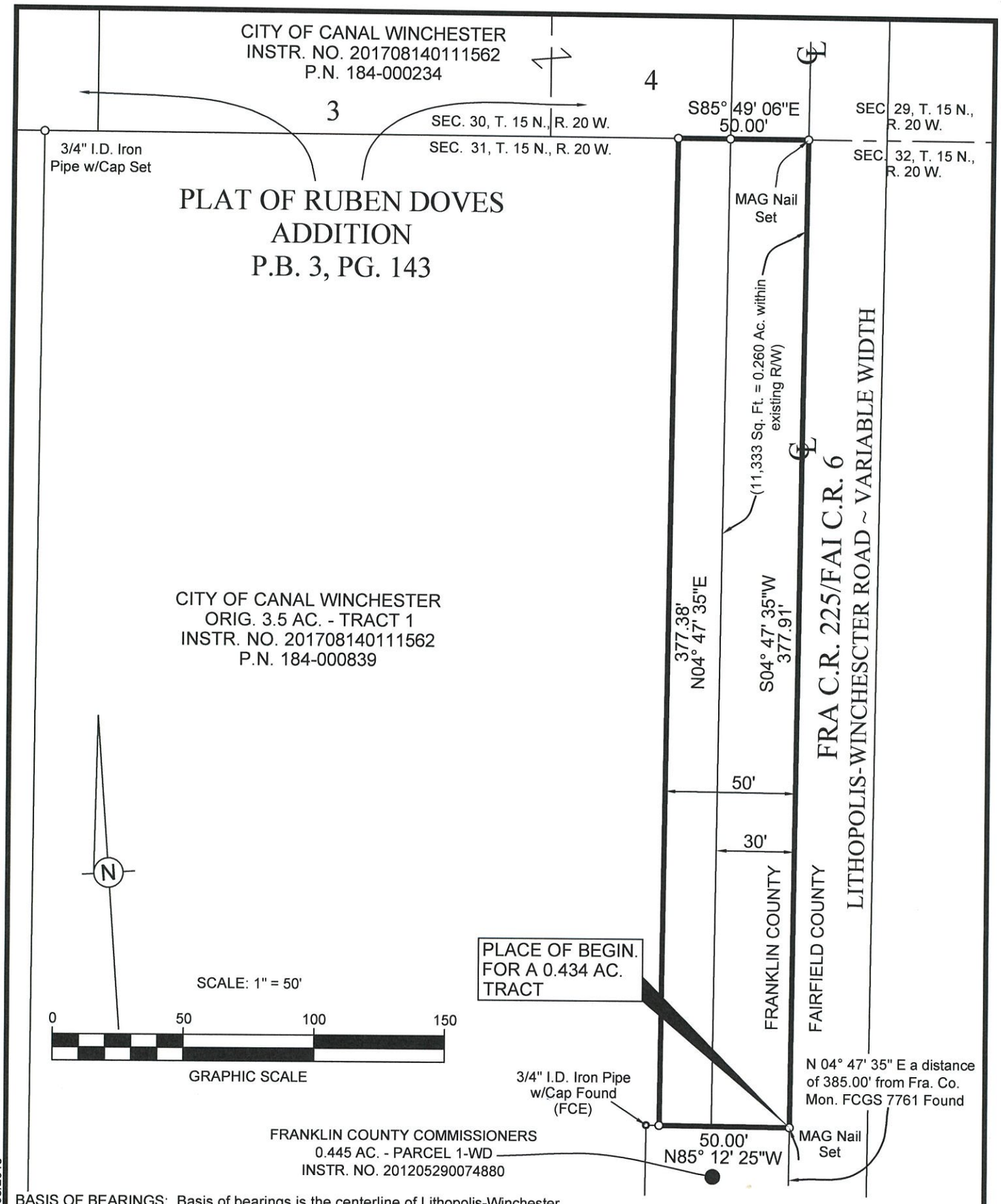
STATE OF OHIO
KEVIN L. BAXTER S-7697 REGISTERED SURVEYOR

Kevin L. Baxter

Kevin L. Baxter ~ Ohio Surveyor #7697

17-172/Lith-Win RW-North

ORD-19-023
Exhibit C



BASIS OF BEARINGS: Basis of bearings is the centerline of Lithopolis-Winchester Road (north from Winchester Road NW), being N 04° 47' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

3/4" I.D. Iron Pipe Set, 30" in length, w/Cap Stamped "BIRD & BULL, INC." Unless Otherwise Shown.

EXHIBIT OF A 0.434 ACRE TRACT, ALONG LITHOPOLIS-WINCHESTER ROAD, NORTH OF WINCHESTER ROAD NW, CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO

(SECTION 31, T. 15 N., R. 20 W., CONGRESS LANDS)

SCALE: 1" = 50'

MARCH 05, 2019

STATE OF OHIO
KEVIN L. BAXTER
S-7697
REGISTERED
SURVEYOR

Bird+Bull
3500 Snouffer Road, Ste. 225
Columbus, Ohio 43235
Ph: (614) 761-1661

By Kevin L. Baxter

Kevin L. Baxter ~ Ohio Surveyor No. 7697

17-172

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ORD-19-023
Exhibit B

March 05, 2019

DESCRIPTION OF A 2.164 ACRE TRACT
ALONG LITHOPOLIS-WINCHESTER ROAD, SOUTH OF WINCHESTER ROAD NW,
CITY OF CANAL WINCHESTER, FRANKLIN, CO., OHIO

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 31, Township 15 North, Range 20 West, Congress Lands and being a portion of an original 80 acre tract of land conveyed, as Tract 2, to the City of Canal Winchester by deed of record in Instrument No. 201708140111562, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a MAG nail set in the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6) ~ variable width, in the east line of said Section 31, in the west line of Section 32, Township 15 North, Range 20 West, in an east line of the Franklin County Line, in a west line of the Fairfield County Line, in the east line of said original 80 acre tract and at the southeast corner of a 0.445 acre tract of land conveyed, partially out of said original 80 acre tract as Parcel 1-WD for Lithopolis-Winchester Road roadway purposes, to Franklin County Commissioners, by deed of record in Instrument No. 201205290074880, said MAG nail being S 04° 46' 53" W a distance of 49.96 feet from Franklin County Monument FCGS 7761 Reset found at the intersection of the centerline of Lithopolis-Winchester Road with the centerline of Winchester Road NW;

thence S 04° 46' 53" W along the centerline of Lithopolis-Winchester Road (FRA-C.R. 225/FAI C.R. 6), along a portion of the east line of said Section 31, along a portion of the west line of said Section 32, along a portion of the east line of the Franklin County Line, along a portion of the west line of the Fairfield County Line and along a portion of the east line of said original 80 acre tract a distance of 1,867.84 feet to a rail road spike previously set at the southeast corner of said original 80 acre tract and at the northeast corner of a 2.000 acre tract of land conveyed to Stephen E. & Deborah L. Thompson, by deed of record in Official Record 11684, Page G 09;

thence N 85° 47' 28" W along a portion of the south line of said original 80 acre tract and along a portion of the north line of said 2.000 acre tract a distance of 50.00 feet to a 3/4" I.D. iron pipe set;

thence N 04° 46' 53" E crossing a portion of said original 80 acre tract and parallel with and fifty (50) feet westerly by perpendicular measurement from the centerline of Lithopolis-Winchester Road a distance of 1,952.35 feet to a 3/4" I.D. iron pipe set in the southwesterly line of said 0.445 acre tract

thence S 08° 36' 35" E crossing a portion of said original 80 acre tract and along a portion of the southwesterly line of said 0.445 acre tract a distance of 86.36 feet to a 3/4" I.D. iron pipe with cap found (FCE) at a southwest corner of said 0.445 acre tract;

thence S 85° 13' 07" E crossing a portion of said original 80 acre tract and along the south line of said 0.445 acre tract a distance of 30.00 feet to the place of beginning;

containing 2.164 acres of land, more or less and being subject to all highways, easements and restrictions of record. Of said 2.164 acres, 1.286 acres are within the current right-of-way line of Lithopolis-Winchester Road;

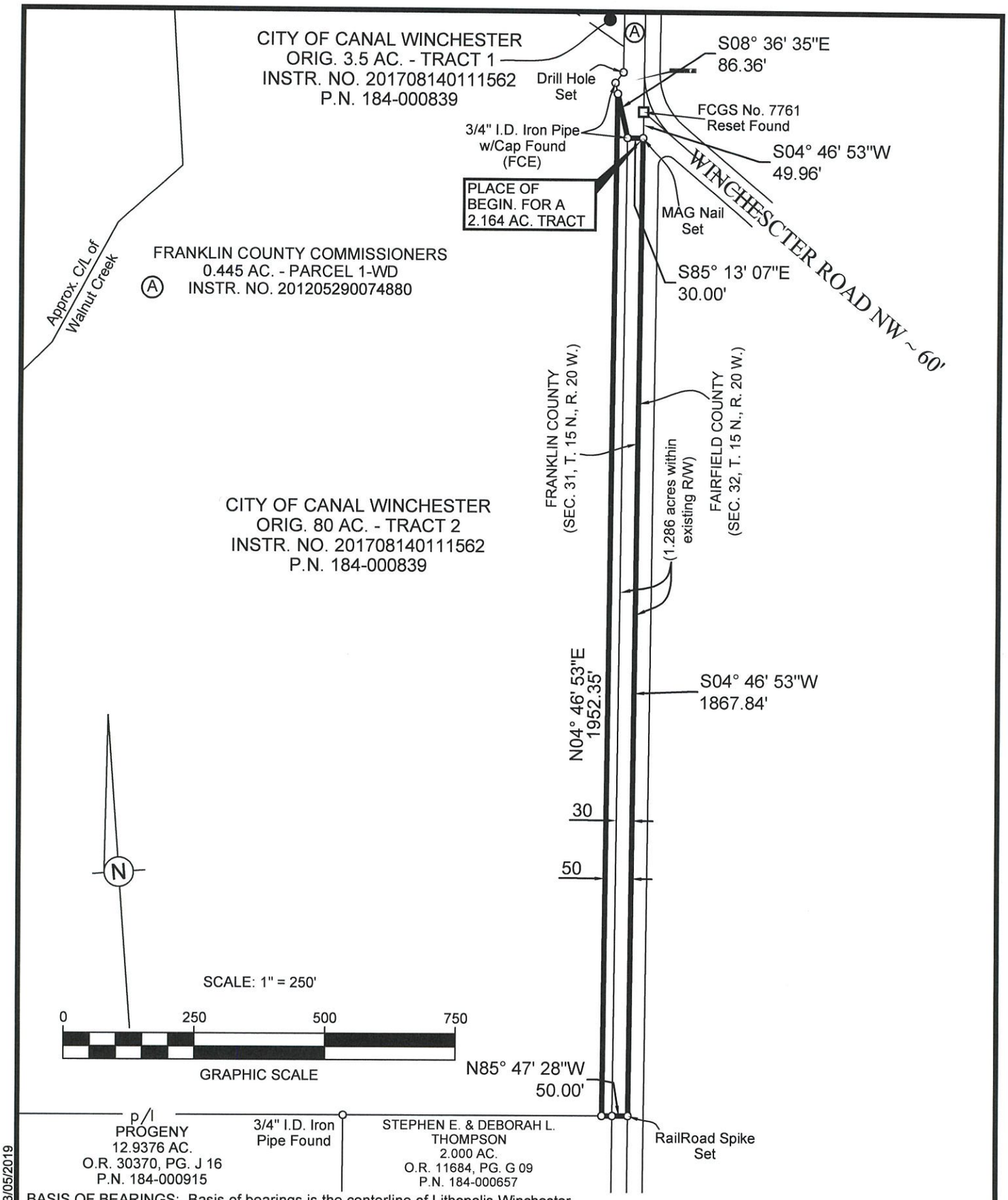
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio, from an actual field survey in April, 2018. Basis of bearings is the centerline of Lithopolis-Winchester Road (north from Winchester Road NW), being N 04° 47' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian. All 3/4" I.D. iron pipe set are 30" in length and have a plastic cap stamped "Bird & Bull, Inc.".

Kevin L. Baxter
Ohio Surveyor #7697

STATE OF OHIO
KEVIN L. BAXTER
S-7697
REGISTERED
SURVEYOR

17-172/Lith-Win RW-South

ORD-19-023
Exhibit D



BASIS OF BEARINGS: Basis of bearings is the centerline of Lithopolis-Winchester Road (north from Winchester Road NW), being N 04° 47' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

3/4" I.D. Iron Pipe Set, 30" in length, w/Cap Stamped "BIRD & BULL, INC." Unless Otherwise Shown.

EXHIBIT OF A 2.164 ACRE TRACT, ALONG LITHOPOLIS-WINCHESTER ROAD, SOUTH OF WINCHESTER ROAD NW, CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO

(SECTION 31, T. 15 N., R. 20 W., CONGRESS LANDS)

SCALE: 1" = 50'

MARCH 05, 2019

STATE OF OHIO
KEVIN L. BAXTER
S-7697
REGISTERED
SURVEYOR

By Kevin L. Baxter

Kevin L. Baxter ~ Ohio Surveyor No. 7697

Bird+Bull
3500 Snouffer Road, Ste. 225
Columbus, Ohio 43235
Ph: (614) 761-1661

17-172

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ORDINANCE NO. 19-024

AN ORDINANCE AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AND DECLARING AN EMERGENCY

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, Opus Development Company, L.L.C., (the "Developer") is in contract to purchase certain real property (the "Property") as described and depicted in EXHIBIT A attached hereto and incorporated herein, and Developer plans to construct private improvements (as defined herein) on that real property; and

WHEREAS, the Parties have determined that certain public infrastructure improvements (as defined herein) will need to be constructed to facilitate the development of the private improvements; and

WHEREAS, in accordance with the TIF Statutes and pursuant to Canal Winchester Ordinance No. 13-33, as amended by Canal Winchester Ordinance Nos. 16-037 and 17-059 (the "TIF Ordinance"), the City authorized tax exemption within a tax increment financing exemption area (the "TIF Area") known as the Gender Road TIF Area; and

WHEREAS, the Property is located within the Gender Road TIF Area; and

WHEREAS, pursuant to the TIF Ordinance, owners of exempted property are required to make service payments in lieu of taxes (the "PILOTs") directly to the County Treasurer based on the increased value of the exempted property; and

WHEREAS, in accordance with the TIF Ordinance and Ohio Revised Code Section 5709.75, the City established the Gender Road Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), into which the PILOTs are deposited; and

WHEREAS, the Council determines it would be in the best interests of the City to enter into a tax increment financing agreement (the "TIF Agreement") with the Developer to provide for the construction and installation of the public infrastructure improvements in the manner described in the TIF Agreement;

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

Section 1. The Mayor is hereby authorized to enter into a TIF Agreement with the Developer, in substantially the form of the draft TIF Agreement attached and identified as EXHIBIT B, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the TIF Agreement by the Mayor.

Section 2. Pursuant to Section 8.02(B), the Council hereby determines that it is in the best interest of the City to waive competitive bidding for construction of the public infrastructure improvements by the Developer as provided by the TIF Agreement, and hereby waives competitive bidding for the public infrastructure improvements provided for within the TIF Agreement.

Section 3. The Mayor, or his designees, and the Clerk of Council, or her designees, are hereby authorized and directed to take such actions as are necessary and are consistent with this Ordinance, and the terms of the TIF Agreement, to prepare, execute, and file such additional documents or instruments as are necessary to effectuate the TIF Ordinance, the TIF Agreement, the exemption from real property taxes authorized thereby, the construction of the public infrastructure improvements, and the reimbursement of costs of the public infrastructure improvements, up to fifty percent (50%) of the total cost or six hundred thousand dollars ($600,000.00), whichever is less, per the terms of the TIF Agreement.

Section 4. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare, such emergency arising from the need to proceed promptly with the public purpose of economic development within the Gender Road TIF Area, and therefore this Ordinance shall take effect immediately upon its passage and approval by the Mayor.

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

EXHIBIT A

Description and Depiction of Property

LEGAL DESCRIPTION
76.961 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of record in Official Record 11357F13, Official Record 11357F16 and Official Record 27286D07; all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the Village of Canal Winchester of record in Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence North 85°45'23" West continuing with said southerly section line, partly with northerly line of said 0.629 acre tract, a distance of 415.05 feet to an iron pin set at the northwesterly corner of said 0.629 acre tract and the northeasterly corner of the remainder of that original 3.924 acre tract as conveyed to Gender/Thirity-Three of record in Official Record 27286D07;

Thence South 04°14'37" West with the westerly line of said 0.629 acre tract, a distance of 66.00 feet to a 13/16" pipe with a EMH&T cap at a corner thereof, a northwesterly corner of that 2.679 acre tract as conveyed to Winchester Office Park LLC of record in Instrument Number 201602230021315 and a northeasterly corner of that 11.280 acre tract as conveyed to Phele Investment of record in Instrument Number 201706150081040;

Thence North 85°45'23" West with a northerly line of said 11.280 acre tract, a distance of 778.26 feet to an iron pin set at a corner thereof;

Thence North 04°14'37" East with a westerly line of said 11.280 acre tract, a distance of 66.00 feet to an iron pin set at a corner thereof and the northwesterly corner of said remainder of that original 3.924 acre tract;

Thence North 85°45'23" West with the northerly line of said 11.280 acre tract, a distance of 300.00 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe with an EMH&T cap at an angle point in said line;

Thence North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23, passing a 3/4" pipe found no cap at a corner thereof in the southerly limited access right-of-way line of U.S. Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA at 866.30 feet, a total distance of 1003.99 feet to an iron pin set in the centerline of said U.S. Route 33 and at a southwesterly corner of that 41.990 acre tract as conveyed to The Mountain Agency, LLC of record in Instrument Number 201110030124958;

Thence with said centerline and the southerly line of said 41.990 acre tract, the following courses:

> South 61°15'27" East a distance of 2181.96 feet to an iron pin set;
> South 68°29'07" East a distance of 332.64 feet to an iron pin set at a corner thereof and on the northerly line of that original 89.393 acre tract as conveyed to the Winchester Land Company of record in D.B. 3194, Pg. 681;

Thence North 85°45'42" West with the said northerly line, a distance of 468.51 feet to a 5/8" rebar found with a Preferred Surveying Company cap at an angle point in the said southerly limited access right-of-way line of said U.S. Route 33 and the northerly line of that 11.315 acre tract as conveyed to HD Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence with the said southerly limited access right-of-way line and the said northerly line the following courses:

> North 49°06'05" West a distance of 173.99 feet to a 5/8" rebar found with a Preferred Surveying Company cap;
>
> A curve to the left having a radius of 12402.67 feet, with a delta of 0°44'23", subtended by a chord which bears North 63°11'48" West, a chord distances of 160.13 feet, with an arc length of 160.13 feet to a 5/8" rebar found with a Preferred Surveying Company cap at a corner of said 11.315 acre tract;

LEGAL DESCRIPTION

76.961 Acres

Thence with the westerly line of said 11.315 acre tract the following courses:

South 26°59’54” West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 84°57’47” West a distance of 134.89 feet to an iron pin set at a corner thereof;

Thence South 4°55’08” West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence South 24°45’23” East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16” iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence South 4°14’37” West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 76.961 acres of land more or less, 51.032 acres being out of PID 184-000532, 24.750 acres out of PID 184-000871 (6.551 acres in present road occupied) and 1.179 acres out of PID 184-001702.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

All iron pins called as set are 5/8” x 30” rebar with yellow cap stamped “CESO”.

The basis of bearing is based on a bearing of North 85°45’23” West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using an OPUS Solution.

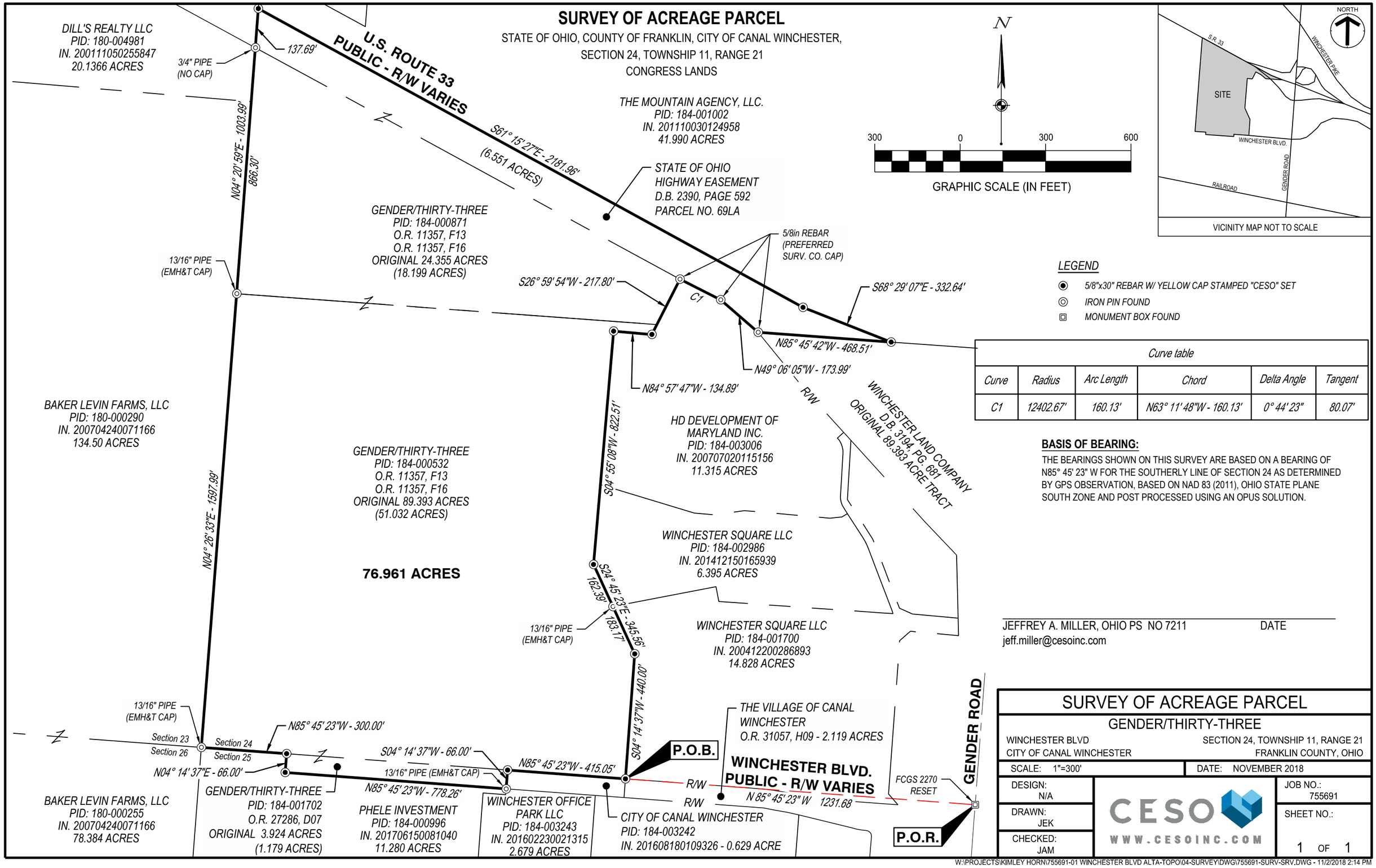
CESO, Inc.

_____

Jeffrey A. Miller PS Date 9/12/2018
Registered Surveyor No.7211

SURVEY OF ACREAGE PARCEL

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER,
SECTION 24, TOWNSHIP 11, RANGE 21
CONGRESS LANDS



LEGEND

- 5/8"x30" REBAR W/ YELLOW CAP STAMPED "CESO" SET
- IRON PIN FOUND
- MONUMENT BOX FOUND

Curve table					
Curve	Radius	Arc Length	Chord	Delta Angle	Tangent
C1	12402.67'	160.13'	N63° 11' 48"W - 160.13'	0° 44' 23"	80.07'

BASIS OF BEARING:

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A BEARING OF N85° 45' 23" W FOR THE SOUTHERLY LINE OF SECTION 24 AS DETERMINED BY GPS OBSERVATION, BASED ON NAD 83 (2011), OHIO STATE PLANE SOUTH ZONE AND POST PROCESSED USING AN OPUS SOLUTION.

JEFFREY A. MILLER, OHIO PS NO 7211 DATE
jeff.miller@cesoinc.com

SURVEY OF ACREAGE PARCEL

GENDER/THIRTY-THREE

WINCHESTER BLVD
CITY OF CANAL WINCHESTER

SECTION 24, TOWNSHIP 11, RANGE 21
FRANKLIN COUNTY, OHIO

SCALE: 1"=300'	DATE: NOVEMBER 2018	
DESIGN: N/A	CESO WWW.CESOINC.COM	JOB NO.: 755691
DRAWN: JEK		SHEET NO.: 1 OF 1
CHECKED: JAM		

W:\PROJECTS\KIMLEY HORN\755691-01 WINCHESTER BLVD ALTA-TOPO\04-SURVEY\DWG\755691-SURV-SRV.DWG - 11/2/2018 2:14 PM

EXHIBIT B

TIF Agreement

TAX INCREMENT FINANCING AGREEMENT

THIS TAX INCREMENT FINANCING AGREEMENT (the "*Agreement*") is made and entered into this _____ day of _____, 2019 (the "*Effective Date*"), by and between the **CITY OF CANAL WINCHESTER, OHIO** ("*City*"), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the "*State*") and its Charter, and **OPUS DEVELOPMENT COMPANY, L.L.C.**, a Delaware limited liability company (the "*Developer*") , under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I hereof). The City and Developer are hereinafter sometimes referred to individually as a "*Party*" and collectively as the "*Parties*."

RECITALS:

WHEREAS, the Developer is in contract to purchase certain real property (the "*Property*") as described and depicted in **EXHIBIT A** attached hereto and incorporated herein, and Developer plans to construct and/or has constructed the Private Improvements (as defined herein) on that real property; and

WHEREAS, the Parties have determined that certain Public Infrastructure Improvements (as defined herein) will need to be constructed to facilitate the development of the Private Improvements; and

WHEREAS, in accordance with the TIF Statutes and pursuant to Canal Winchester Ordinance No. 13-33, as amended by Canal Winchester Ordinance Nos. 16-037 and 17-059 (the "*TIF Ordinance*") and Ordinance No. 19-___ (the "*TIF Agreement Approval Ordinance*"), the Parties have entered into this Agreement to provide generally for the development and financing of the Public Infrastructure Improvements; and

WHEREAS, the City has determined pursuant to the TIF Agreement Approval Ordinance that it would be in the best interests of the City to contract with the Developer to provide for the construction and installation of the Public Infrastructure Improvements in the manner described herein;

NOW, THEREFORE, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

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Section 1.2. **Definitions**. As used herein:

"***Agreement***" means this Tax Increment Financing Agreement by and between the City and the Developer and dated as of the Effective Date.

"***Authorized City Representative***" means the Mayor of the City. The City may from time to time provide a written certificate to the Developer signed on behalf of the City by the Mayor designating an alternate or alternates who shall have the same authority, duties and powers as the Authorized City Representative.

"***Authorized Developer Representative***" means Douglas Swain. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer by the President of the Developer designating an alternate or alternates or a substitute who shall have the same authority, duties and powers as the Authorized Developer Representative.

"***City***" means the City of Canal Winchester, Ohio, an Ohio municipality.

"***City Council***" means the City Council of City.

"***Code***" means the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations (whether temporary or final) under the Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

"***Construction Documents***" means this Agreement and the Drawings and Specifications as such documents may be revised or supplemented from time to time with the approval of the Authorized City Representative and the Authorized Developer Representative, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Infrastructure Improvements and when completed, will be placed on file with the Authorized City Representative on behalf of the City.

"***Cost of the Work***" means the actual costs of the construction and installation of the Public Infrastructure Improvements, estimates of which are reflected in **EXHIBIT B**, and the final costs of which shall be reflected in a written requisition in the form attached hereto as **Exhibit D**.

"***County***" means the County of Franklin, Ohio.

"***Developer***" means Opus Development Company, L.L.C., a Delaware limited liability company organized and existing under the laws of the State, including any successors or assigns thereof permitted under this Agreement.

"***Developer's Completion Certificate***" shall have the meaning set forth in Section 4.3(a) hereof.

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"***Developer TIF Reimbursement Amount***" means six hundred thousand dollars ($600,000.00), or fifty percent (50%) of the Cost of the Work, whichever is less.

"***Drawings and Specifications***" shall have the meaning set forth in Section 5.1 hereof.

"***Effective Date***" means the date as defined in the preambles of this Agreement.

"***Engineer***" means Kimley-Horn and Associates, Inc., or any other architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by the City with the consent of the Authorized Developer Representative, which consent shall not be unreasonably withheld or delayed.

"***Engineer's Completion Certificate***" shall have the meaning set forth in Section 4.3(b) hereof.

"***Event of Default***" means an Event of Default under Section 7.1 hereof.

"***Force Majeure***" means acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any other cause or event not reasonably within the control of the Developer or the City, as the case may be, excluding, however, the inability of the Developer to obtain financing for its obligations hereunder.

"***Notice Address***" means:

as to City:

City of Canal Winchester
36 S. High St.
Canal Winchester, Ohio 43110
Attention: Mayor

as to Developer:

Opus Development Company, L.L.C.
Douglas Swain, Vice President, General Manager
8801 River Crossing Blvd., Suite 450
Indianapolis, IN 46240

With a copy to:

Opus Holding, L.L.C.
Attn. Legal Department
10350 Bren Road West
Minnetonka, MN 55343

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"***Person***" shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

"***Private Improvements***" means the project proposed to be constructed by the Developer consisting of approximately eight hundred thousand square feet of industrial buildings.

"***Property***" means the real property described and depicted in **EXHIBIT A.**

"***Public Infrastructure Improvements***" means the public infrastructure improvements (including extension of street and associated storm sewers, street lighting, streetscape landscaping, sidewalks, and water lines) as generally described on **EXHIBIT B** and depicted on **EXHIBIT C**, each attached hereto and incorporated herein by reference and which will be more specifically described in the Construction Documents.

"***Public Infrastructure Improvements Site***" means the real property depicted on **EXHIBIT C** attached hereto and incorporated herein by reference.

"***Service Payments***" means service payments in lieu of taxes as defined in the TIF Ordinance.

"***State***" means the State of Ohio.

"***TIF Exemption***" means exemption from taxation as defined in the TIF Ordinance.

"***TIF Fund***" means the Gender Road Public Improvement Tax Increment Equivalent Fund created in Section 3 of the TIF Ordinance.

"***TIF Ordinance***" means Ordinance No. 13-33, passed on November 4, 2013, as amended by Ordinance No. 16-037, passed on December 19, 2016, and by Ordinance No. 17-059, passed on December 18, 2017, by the City Council.

"***TIF Statutes***" means collectively, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, as those sections may be amended from time to time.

"***Work***" means the construction of the Public Infrastructure Improvements in accordance with this Agreement.

Section 1.3. **Interpretation**. Any reference in this Agreement to City or to any officers of City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as

modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms "*hereof*", "*hereby*", "*herein*", "*hereto*", "*hereunder*" and similar terms refer to this Agreement; and the term "*hereafter*" means after, and the term "*heretofore*" means before the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

Section 1.4. **Captions and Headings**. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

Section 1.5. **Conflicts among the TIF Ordinance, TIF Agreement and Construction Documents**. Where there is a conflict between the TIF Ordinance, this Agreement and the Construction Documents, the conflict shall be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement.

If an item is shown on the Drawings but not specified, the Developer shall provide the item of the same quality as similar items specified, as reasonably determined by the Engineer. If an item is specified but not shown on the Drawings, it shall be located as reasonably directed by the Engineer.

ARTICLE II

GENERAL AGREEMENT AND TERM

Section 2.1. **General Agreement Among Parties**. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate the construction of the Public Infrastructure Improvements.

Section 2.2. **Term of Agreement**. This Agreement shall become effective as of the Effective Date and shall continue until the Parties have satisfied their respective obligations as set forth in this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

Section 2.3. **Compensation to School Districts**. As provided in the TIF Ordinance, the Canal Winchester City School District and the Eastland-Fairfield Joint Vocational School District (collectively, the "School Districts") shall receive from the Service Payments, prior to

deposit of any of those Service Payments into the TIF Fund, an amount equal to the amount the respective School Districts would otherwise have received as real property tax payments derived from the increase in the assessed value of the Property but for the TIF Exemption.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE PARTIES

Section 3.1. **Representations and Covenants of City**. City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to City which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to City, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which City is a party or by which it is bound. Among other things, it has determined that it is appropriate to enter into this Agreement in lieu of constructing the Public Infrastructure Improvements pursuant to a competitive bidding process because the Developer's payment therefor is limited to the Developer TIF Reimbursement Amount.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by City and all steps necessary to be taken by City have been taken to constitute this Agreement, and the covenants and agreements of City contemplated herein are valid and binding obligations of City, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The TIF Ordinance has been duly passed and is in full force and effect.

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Section 3.2. **Representations and Covenants of the Developer**. The Developer represents and covenants that:

(a) It is a limited liability company duly organized and validly existing under the applicable laws of the State of Delaware.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Developer which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the Developer, the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the Developer, and do not and will not conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement, and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the Developer wherein an unfavorable ruling or decision would materially and adversely affect the Developer's ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(g) The Developer hereby agrees to make the Service Payments due with respect to any parcel of the Property owned by it during its period of ownership, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collections and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to that Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Property, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each parcel of the Property, will be in the same amount as the real property taxes that would have been charged and payable but for the TIF Exemption, including any penalties and interest. The Developer will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Service Payments with respect to any increase in assessed value of the Property, whether pursuant to Section 5709.42 of the Ohio Revised Code or this Agreement, and (ii) to make Service Payments

as to any portion of a structure for any period it is subject to an exemption pursuant to Sections 3735.65 through 3635.70 of the Ohio Revised Code.

(i) Subordination to CRA Exemption. Notwithstanding any other provision of this Agreement or the TIF Ordinance, and pursuant to Canal Winchester Ordinance No. 17-059, the TIF Exemption and the obligation to make Service Payments are subject and subordinate to any tax exemption applicable pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code.

(ii) Enforcement of Obligation to Make Service Payments; Priority of Lien. The Developer acknowledges that the provisions of Section 5709.91 of the Ohio Revised Code, which specify that the Service Payments for each parcel within the Property will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the parcels within the Property and any improvements thereon.

(iii) Failure to Make Payments. Should the Developer fail to make any payment required hereunder, the Developer shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of this Agreement against the Developer.

ARTICLE IV

CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 4.1. General Considerations. In consideration of the Developer's promise to construct or cause to be constructed the Public Infrastructure Improvements, the City agrees, subject to Section 4.4 hereof, to reimburse and/or otherwise pay the Developer the Developer TIF Reimbursement Amount in accordance with Section 6.2 and/or any other applicable provisions of this Agreement.

Section 4.2. Construction of the Public Infrastructure Improvements. The Developer covenants and agrees that it will cause to be constructed and installed all of the Public Infrastructure Improvements in accordance with this Agreement and the Construction Documents.

The Developer shall supervise, perform and direct the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. The Developer shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work.

Prior to the commencement of the Public Infrastructure Improvements, the Developer shall submit the names of the subcontractors it proposes to use. Under no circumstances will the Developer use any subcontractor who is not previously disclosed to the City. The City will promptly reply, but in any event, not more than five (5) business days after receipt of notice of

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the same, to the Developer in writing stating whether or not the City has reasonable objection to any such proposed person or entity.

The Developer agrees that the Public Infrastructure Improvements, including all rights-of-way and easements associated therewith, including those identified on **EXHIBIT C** (which is attached hereto and incorporated herein by reference), shall be dedicated for public use upon completion and acceptance as provided in Sections 4.3 and 4.4 hereof.

Section 4.3. **Completion of the Public Infrastructure Improvements**. The Public Infrastructure Improvements shall be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the "*Developer's Completion Certificate*") from the Authorized Developer Representative that the Public Infrastructure Improvements have been completed and are ready for final acceptance by the City, which notice shall (i) generally describe all property acquired or installed as part of the Public Infrastructure Improvements; (ii) state the Cost of the Work, and (iii) state and shall constitute the Developer's representation that the construction, improvement and equipping of the Public Infrastructure Improvements have been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no mechanics' liens or to its knowledge, after reasonable inquiry, any basis for such liens, and all obligations, costs and expenses in connection with the Public Infrastructure Improvements have been paid or discharged.

(b) Receipt from the Engineer of a final Certificate of Completion (the "*Engineer's Completion Certificate*") stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's on-site visits and inspections, that the Public Infrastructure Improvements have been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items, that the construction, improvement and equipping of the Public Infrastructure Improvements have been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that the Public Infrastructure Improvements have been approved by the applicable governmental authorities. Such Engineer's Completion Certificate shall be delivered to both Developer and City no more than five (5) calendar days after Engineer confirms all of the foregoing requirements.

Section 4.4. **Acceptance of the Public Infrastructure Improvements**. The City shall have no obligation to accept the Public Infrastructure Improvements until (a) the Public Infrastructure Improvements have been satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer's Completion Certificate and properly dedicated as public rights-of-way and easements to the City; (b) the City has received the Developer's Completion Certificate, the Engineer's Completion Certificate, copies of the approval letters issued by the public authorities as referenced in Section 4.3 herein, and all documents and instruments to be delivered to the City pursuant to the Construction Documents; and (c) the City has received evidence reasonably satisfactory to it that all liens on the Public Infrastructure Improvements, including, but not limited to, tax liens, the lien of any mortgage, and any mechanics'

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liens, have been or shall be released, or, with respect to mechanics' liens, security therefor has been provided pursuant to Section 5.8 hereof. The City agrees to accept the Public Infrastructure Improvements, the easements and the rights-of-way allocable thereto within thirty (30) days after the satisfaction of the conditions listed in (a) though (c) of the immediately preceding sentence. The acceptance by the City of the Public Infrastructure Improvements shall not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.10. hereof.

Section 4.5. **Extensions of Time**. If the Developer or the City is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by failure of the Engineer to act as provided in this Agreement, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed shall be extended for such time as is commercially reasonable under the circumstances.

Section 4.6. **Changes in the Work**. After the execution of this Agreement, and without invalidating this Agreement, the Developer, the City and the Engineer by written agreement (a "*Change Order*") may agree to changes in the Work. Changes in the Work shall be performed under applicable provisions of this Agreement and the Construction Documents, unless otherwise provided in the Change Order.

A Change Order shall be in the form of a written instrument prepared by the Engineer and signed by the Authorized City Representative, the Authorized Developer Representative and the Engineer, stating their agreement upon (a) the change in the Work, (b) any adjustment of the Cost of the Work and Developer TIF Reimbursement Amount, and (c) any extension of the time for performance under this Agreement. A Change Order shall be prepared by the Engineer and presented to the City and Developer within three (3) business days after all necessary cost and time information associated with the change is provided to the Engineer by the Developer. The Owner, Developer and Engineer shall have a reasonable amount of time to review and approve or reject the Change Order not to exceed five (5) business days after the Change Order is presented to each of them. The Developer shall have no obligation to perform any change in the Work prior to receipt of a fully-executed Change Order nor delay the completion of the Work as originally contemplated in the previously-approved Drawings and Specifications, hereinafter defined, on account of a pending Change Order. Any costs or time extension made necessary due to the pendency of a Change Order shall be added to the Change Order and Developer TIF Reimbursement Amount.

Section 4.7. **Engineer**. Whenever this Agreement requires an action by or response from the Engineer, the same shall be provided within three (3) business days of Developer's request for the same. When Developer believes it has completed all punch list items, it shall notify the City and Engineer, and the Engineer shall visit the site and confirm the punch list has been completed within three (3) business days of Developer's notice or otherwise provide Developer with a detailed list of all items the Engineer believes are not in accordance with the Construction Documents as well as a list of any approvals or documents needed in order for issuance of the Engineer's Certificate of Completion.

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ARTICLE V

FURTHER PROVISIONS RELATING TO THE CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS

Section 5.1. **Construction Documents**. The Developer is causing to be prepared the Construction Documents, which shall be in a form reasonably satisfactory to the Authorized City Representative and the Developer. Any working drawings, plans and specifications prepared in connection with the Work (collectively, the "*Drawings and Specifications*") and that comprise the Construction Documents are instruments of service through which the Work to be executed is described. The Developer may retain one record set. The design professionals that create the Drawings and Specifications shall own the copyrights on the Drawings and Specifications and will retain all common law, statutory and other reserved rights, in addition to the copyrights; provided, however, that the Developer shall ensure that the agreements with each of the design professionals grant a non-exclusive, irrevocable, perpetual, and unlimited license to the City to use and reproduce the Drawings and Specifications solely and exclusively for the construction and maintenance of the Public Infrastructure Improvements. All copies of the Drawings and Specifications, except the record set of the Developer, shall be returned or suitably accounted for to the City, on request, upon final completion of the Public Infrastructure Improvements, and the copy thereof furnished to the Developer is for use solely with respect to the Public Infrastructure Improvements. They are not to be used by the Developer on other projects without the specific written consent of the City. The Developer is authorized to use and reproduce applicable portions of the Drawings and Specifications appropriate to the execution of obligations with respect to the Public Infrastructure Improvements; provided, however, that any reproduction and distribution of copies of the Drawings and Specifications by the Developer to the extent necessary to comply with official regulatory requirements or obligations of law shall not be construed as an infringement of the copyrights or other reserved rights of the City with respect to the Drawings and Specifications. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings and Specifications.

Section 5.2. **Prevailing Wage**. The City designates its Finance Director as the prevailing wage coordinator for the Public Infrastructure Improvements (the "*Prevailing Wage Coordinator*"). The Developer acknowledges and agrees that the Public Infrastructure Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall comply, and the Developer shall require compliance by all contractors and shall require all contractors to require compliance by all subcontractors working on the Public Infrastructure Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) shall cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator shall notify the Developer of the prevailing wage rates for the Public Infrastructure Improvements. The Prevailing Wage Coordinator shall notify the Developer of any change in prevailing wage rates within seven working days of receiving notice of such change from the Director of the Ohio Department of Commerce. The Developer shall immediately upon such notification: (a) insure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) insure that all contractors and subcontractors make the same necessary adjustments.

The Developer shall, upon beginning performance of this Agreement, notify the Prevailing Wage Coordinator of the commencement of Work and supply to the Prevailing Wage Coordinator the schedule of the dates during the life of this Agreement on which the Developer (or any contractors or subcontractor thereof) is required to pay wages to employees. The Developer (and each contractor or subcontractor thereof) shall also deliver to the Prevailing Wage Coordinator a certified copy of its payroll within two weeks after the initial pay date, and supplemental reports for each month thereafter and in connection with any Written Requisition, as illustrated in **EXHIBIT D** attached hereto and incorporated herein, which shall exhibit for each employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages. The certification of each payroll shall be executed by the Developer (or contractor, subcontractor, or duly appointed agent thereof, if applicable) and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

The Developer shall provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on the Public Infrastructure Improvements as soon as they are available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those contractors or subcontractors. The Developer shall not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to final payment under this Agreement, the Developer (and any contractor or subcontractor thereof) shall submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code.

Section 5.3. **Traffic Control Requirements**. The Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers or sheriff's deputies required to properly and safely maintain traffic during the construction of the Public Infrastructure Improvements. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations and in consultation with the City's Engineer.

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Section 5.4. **Equal Opportunity Clause**. The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer. The Developer shall require all contractors and shall require all contractor's subcontractors to include in each contract a summary of this equal opportunity clause.

Section 5.5. **Insurance Requirements**. The Developer shall furnish proof to the City at the time of commencing construction of the Work of possession of comprehensive general liability insurance naming the City and its authorized agents as an additional insured. The minimum limits of liability for the required insurance policies shall not be less than the following unless a greater amount is required by law:

(a) Commercial General Liability ("*CGL*"): Bodily injury (including death) and property damage with a combined single limit of $1,000,000 each occurrence, with a $2,000,000 aggregate; $100,000 for damage to rented premises (each occurrence); $5,000 for medical expenses (person); and $1,000,000 for personal and advertising injury. CGL shall include (i) premises-operations, (ii) explosion and collapse hazard, (iii) underground hazard, (iv) independent contractors' protective, (v) broad form property damage, including completed operations, (vi) contractual liability, (vii) products and completed operations, with $2,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Infrastructure Improvements pursuant to Section 2.4, (viii) personal injury with employment exclusion deleted, (ix) owned, non-owned, and hired motor vehicles, and (x) stopgap liability for $100,000 limit. The general aggregate shall be endorsed to provide that it applies to the Work only.

(b) Automobile liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death) and property damage with a combined single limit of $1,000,000 per person and $1,000,000 each occurrence.

(c) Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of $5,000,000 for each occurrence and $5,000,000 aggregate. The Developer's insurance shall be primary to any insurance maintained by the City.

(d) The Developer shall obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following named insureds for covered claims arising out of the performance of the Work under the Construction Documents:

(i) the City of Canal Winchester; and

(ii) Canal Winchester City Council members, executive officers, and employees;

Each policy of insurance and respective certificate of insurance shall expressly provide that no less than 30 days prior written notice shall be given to City in the event of cancellation or non-renewal of the coverage contained in such policy.

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(e) Insurance policies shall be written on an occurrence basis only.

(f) Products and completed operations coverage shall commence with the certification of the acceptance of the Public Infrastructure Improvements pursuant to Section 4.4 and shall extend for not less than two years beyond that date.

(g) The Developer shall require all contractors and subcontractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, to the extent reasonably practicable.

Section 5.6. **City Income Tax Withholdings**. The Developer shall withhold and pay, shall require all contractors to withhold and pay, and shall require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages, salaries, commissions and any other income subject to the provisions of Chapter 181 of the Canal Winchester Codified Ordinances.

Section 5.7. **Compliance with Occupational Health and Safety Act of 1970**. The Developer and all contractors and subcontractors shall be solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

Section 5.8. **Provision of Security for Mechanics' Liens**. To the extent any material supplier, contractor, or subcontractor files and records a mechanics' lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security permitted by Section 1311.11(C)(1) of the Ohio Revised Code to cause that mechanics' lien to be released of record with respect to the Public Infrastructure Improvements.

Section 5.9. **Security for Performance**. The Developer shall furnish or require all contractors performing Work to furnish prior to commencement of construction of the Public Infrastructure Improvements a performance and payment bond that shall name the Developer and the City as obligees in the form provided by Section 153.57 of the Ohio Revised Code. The bond shall cover all Costs of the Work, including a guarantee period of one (1) year set forth in Section 5.10 hereof.

Any bond shall be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, shall substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which shall be acceptable to the City and the Developer. The Developer shall provide to the City prior to commencement of any Work by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section.

Section 5.10. **Further Developer Guaranties Relating to the Public Infrastructure Improvements**. The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction

organizations engaged in performing comparable services in Central Ohio. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work by City (the "Guarantee Period"). The performance and payment bond of the contractor(s) shall remain in effect until the expiration of the Guarantee Period. The guarantee provided in this Section shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

If defective Work becomes apparent within the warranty or Guarantee Period, the City shall promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer shall visit the project in the company of one or more representatives of the City to determine the extent of the defective work and agree upon the repairs necessitated thereby. The Developer shall, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the City to be an emergency (i.e., it threatens exposure to personal injury, death or significant property damage to the City or the public), the City may require the Developer to visit the project within one (1) day of receipt of said notice. The Developer shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace defective Work within a reasonable time frame, the City shall repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety; provided, however, that Developer shall have no less than thirty (30) days in which to effectuate the repairs after agreement on the scope of such repairs is reached by Developer and City (or, in the event of an emergency, no less than twenty-four hours after visiting the project to implement sufficient temporary measures). Work which is repaired or replaced by the Developer shall be inspected and accepted by the Engineer and City within seven (7) calendar days of Developer's notification that the same has been completed and shall be guaranteed by the Developer for one (1) year from the date of acceptance of the corrective work by the City.

ARTICLE VI

PAYMENT OF COST OF THE WORK

Section 6.1. **Deposit of Monies in the TIF Fund**. Pursuant to the TIF Ordinance, the City has established the TIF Fund for, inter alia, the payment of the Cost of the Work. Upon the execution of this Agreement, the City covenants and agrees to deposit monies into the TIF Fund as such funds are received from the Franklin County Auditor from Service Payments, and thereafter to deposit into the TIF Fund all Service Payments required to be deposited therein pursuant to the TIF Ordinance.

Section 6.2. **Disbursements from the TIF Fund**. The City agrees to pay the Developer TIF Reimbursement Amount in installments, with the first installment in the amount of two hundred

fifty thousand dollars ($250,000.00) due upon final completion of the Work, as evidenced by receipt of the Engineer's Completion Certificate, acceptance by the City and submittal by the Developer of a written requisition substantially in the form attached hereto as Exhibit D (the "*Written Requisition*"). The second installment, in the amount of two hundred fifty thousand dollars ($250,000.00) shall be due the later of (i) September 1, 2020, or (ii) thirty (30) days after final completion of the Work, acceptance by the City, and submittal of the Written Requisition; and the third and final installment, in an amount up to one hundred thousand dollars ($100,000.00) shall be due the later of (i) April 1, 2021, or (ii) thirty (30) days after final completion of the Work, acceptance by the City, and submittal of the Written Requisition. The total Developer TIF Reimbursement Amount shall not, unless agreed to in writing by the City and Developer, exceed six hundred thousand dollars ($600,000.00).

Section 6.3. **Lien Waivers**. Upon final completion of the Work and acceptance by the City, Developer shall deliver to City copies of conditional final lien waivers executed by all subcontractors, suppliers or lien claimants.

Section 6.4. **Tax Covenants**. The obligation of the City to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the City. Except for the payments from the TIF Fund and in the aggregate amount described in this Agreement, the Developer shall receive no other monies from the City in connection with the construction of the Public Infrastructure Improvements.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. **General**. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, such Party shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the Party shall, upon written notice from the other, commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, which shall be no less than thirty (30) days, the following remedies may be pursued: (i) the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and (ii) in addition, if the default or breach is a failure of the Developer to achieve final completion of the Work by the date set forth in Section 4.2 herein, as adjusted by Change Order, then the City may proceed to perform the Developer's obligations under this Agreement, and pay the costs thereof from the TIF Fund up to the amount designated for the Cost of the Work. The

Developer and its surety shall be responsible for any deficiency in paying for curing the breach that cannot be covered out of the TIF Fund.

Section 7.2. **Other Rights and Remedies; No Waiver by Delay**. The Parties shall each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by either Party with respect to any specific default by the other Party under this Agreement be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other Party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

Section 7.3. **Force Majeure**. Notwithstanding anything contained in Sections 7.1 and 7.2 to the contrary and except as otherwise provided herein, no Party shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, Force Majeure; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section 7.3 shall, within fourteen (14) days after the beginning of such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within ten (10) days after the end of the delay, notify the other Party in writing of the duration of the delay.

ARTICLE VIII

DISPUTE RESOLUTION PROVISIONS AS TO AMENDMENTS AND CLAIMS

Section 8.1. **Notice and Filing of Requests**. Any request by the City or the Developer for amendment of the terms of this Agreement, including without limitation, for additional funds or time for performance, shall be made in writing and given prior to final completion of the Public Infrastructure Improvements.

Section 8.2. **Request Information**. In every written request given pursuant to Section 8.1 hereof, the Party giving notice shall provide the nature and amount of the request; identification of persons, entities and events responsible for or related to the request; and identification of the activities on the applicable schedule affected by the request.

Section 8.3. **Meeting**. Within ten (10) days of receipt of the request given pursuant to Section 8.1 hereof, the Parties shall schedule a meeting in an effort to resolve the request and

shall attempt in good faith to reach a decision on the request promptly thereafter or reach a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting shall be attended by persons expressly and fully authorized to resolve the request on behalf of the City and the Developer. Any decision on the request shall be made to the mutual reasonable satisfaction of the Parties.

Section 8.4. **Mediation**. If no decision is reached within thirty (30) days of the date of the meeting held pursuant to Section 8.3 hereof, the Parties may submit the matter to mediation, upon written agreement between them, or exercise any other remedy permitted to them at law or in equity. All costs of mediation shall be split evenly between the Parties except that each Party shall pay its own attorneys' fees and preparation costs.

Section 8.5. **Performance**. The City and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by them in writing.

ARTICLE IX

MISCELLANEOUS

Section 9.1. **Notice**. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties shall be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one party to the other.

Section 9.2. **Extent of Covenants; No Personal Liability**. All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party other than his or her official capacity, and neither the members of the legislative body of City nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

Section 9.3. **Severability**. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable,

that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 9.4. **Binding Effect Against Successors and Assigns**. The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

Section 9.5. **Recitals**. The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

Section 9.6. **Entire Agreement**. This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

Section 9.7. **Executed Counterparts**. This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

Section 9.8. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between any of the Parties and their respective agents and employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

Section 9.9. **Assignment**. Except from the Developer to an entity controlling, controlled by, or under common control with the Developer, this Agreement may not be assigned without the prior written consent of all non-assigning Parties.

Section 9.10. **Survival of Representations and Warranties**. All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

[SIGNATURE PAGES TO FOLLOW]

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF CANAL WINCHESTER, OHIO

By: _____

Printed: _____

Title: _____

Approved as to Form:

By: _____

Printed: Eugene L. Hollins

Title: Director of Law

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

DEVELOPER:
OPUS DEVELOPMENT COMPANY, L.L.C.

By: _____

Printed: _____

Title: _____

DRAFT

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City of Canal Winchester, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2019 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2019

_____

Printed: _____

Title: _____
City of Canal Winchester, Ohio

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EXHIBIT A

[Description and Depiction of the Property]

LEGAL DESCRIPTION
76.961 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of record in Official Record 11357F13, Official Record 11357F16 and Official Record 27286D07; all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the Village of Canal Winchester of record in Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence North 85°45'23" West continuing with said southerly section line, partly with northerly line of said 0.629 acre tract, a distance of 415.05 feet to an iron pin set at the northwesterly corner of said 0.629 acre tract and the northeasterly corner of the remainder of that original 3.924 acre tract as conveyed to Gender/Thirity-Three of record in Official Record 27286D07;

Thence South 04°14'37" West with the westerly line of said 0.629 acre tract, a distance of 66.00 feet to a 13/16" pipe with a EMH&T cap at a corner thereof, a northwesterly corner of that 2.679 acre tract as conveyed to Winchester Office Park LLC of record in Instrument Number 201602230021315 and a northeasterly corner of that 11.280 acre tract as conveyed to Phele Investment of record in Instrument Number 201706150081040;

Thence North 85°45'23" West with a northerly line of said 11.280 acre tract, a distance of 778.26 feet to an iron pin set at a corner thereof;

Thence North 04°14'37" East with a westerly line of said 11.280 acre tract, a distance of 66.00 feet to an iron pin set at a corner thereof and the northwesterly corner of said remainder of that original 3.924 acre tract;

Thence North 85°45'23" West with the northerly line of said 11.280 acre tract, a distance of 300.00 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe with an EMH&T cap at an angle point in said line;

Thence North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23, passing a 3/4" pipe found no cap at a corner thereof in the southerly limited access right-of-way line of U.S. Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA at 866.30 feet, a total distance of 1003.99 feet to an iron pin set in the centerline of said U.S. Route 33 and at a southwesterly corner of that 41.990 acre tract as conveyed to The Mountain Agency, LLC of record in Instrument Number 201110030124958;

Thence with said centerline and the southerly line of said 41.990 acre tract, the following courses:

> South 61°15'27" East a distance of 2181.96 feet to an iron pin set;
> South 68°29'07" East a distance of 332.64 feet to an iron pin set at a corner thereof and on the northerly line of that original 89.393 acre tract as conveyed to the Winchester Land Company of record in D.B. 3194, Pg. 681;

Thence North 85°45'42" West with the said northerly line, a distance of 468.51 feet to a 5/8" rebar found with a Preferred Surveying Company cap at an angle point in the said southerly limited access right-of-way line of said U.S. Route 33 and the northerly line of that 11.315 acre tract as conveyed to HD Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence with the said southerly limited access right-of-way line and the said northerly line the following courses:

> North 49°06'05" West a distance of 173.99 feet to a 5/8" rebar found with a Preferred Surveying Company cap;
>
> A curve to the left having a radius of 12402.67 feet, with a delta of 0°44'23", subtended by a chord which bears North 63°11'48" West, a chord distances of 160.13 feet, with an arc length of 160.13 feet to a 5/8" rebar found with a Preferred Surveying Company cap at a corner of said 11.315 acre tract;

LEGAL DESCRIPTION

76.961 Acres

Thence with the westerly line of said 11.315 acre tract the following courses:

South 26°59’54” West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 84°57’47” West a distance of 134.89 feet to an iron pin set at a corner thereof;

Thence South 4°55’08” West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence South 24°45’23” East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16” iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence South 4°14’37” West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 76.961 acres of land more or less, 51.032 acres being out of PID 184-000532, 24.750 acres out of PID 184-000871 (6.551 acres in present road occupied) and 1.179 acres out of PID 184-001702.

Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

All iron pins called as set are 5/8” x 30” rebar with yellow cap stamped “CESO”.

The basis of bearing is based on a bearing of North 85°45’23” West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using an OPUS Solution.

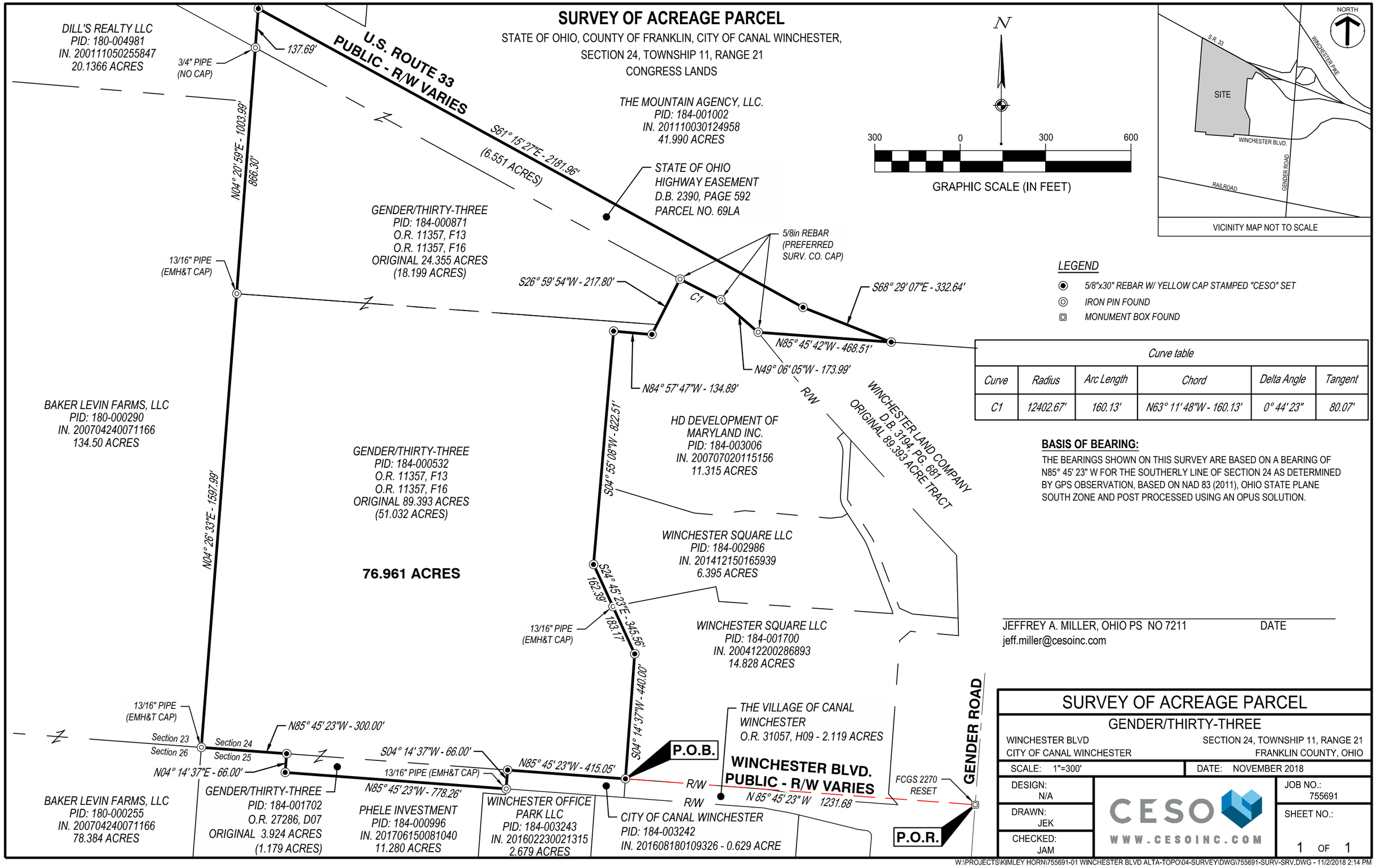
CESO, Inc.

_____

Jeffrey A. Miller PS Date 9/12/2018
Registered Surveyor No.7211

SURVEY OF ACREAGE PARCEL

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER,
SECTION 24, TOWNSHIP 11, RANGE 21
CONGRESS LANDS



LEGEND

- 5/8"x30" REBAR W/ YELLOW CAP STAMPED "CESO" SET
- IRON PIN FOUND
- MONUMENT BOX FOUND

Curve table					
Curve	Radius	Arc Length	Chord	Delta Angle	Tangent
C1	12402.67'	160.13'	N63° 11' 48"W - 160.13'	0° 44' 23"	80.07'

BASIS OF BEARING:

THE BEARINGS SHOWN ON THIS SURVEY ARE BASED ON A BEARING OF N85° 45' 23" W FOR THE SOUTHERLY LINE OF SECTION 24 AS DETERMINED BY GPS OBSERVATION, BASED ON NAD 83 (2011), OHIO STATE PLANE SOUTH ZONE AND POST PROCESSED USING AN OPUS SOLUTION.

JEFFREY A. MILLER, OHIO PS NO 7211 DATE
jeff.miller@cesoinc.com

SURVEY OF ACREAGE PARCEL

GENDER/THIRTY-THREE

WINCHESTER BLVD
CITY OF CANAL WINCHESTER

SECTION 24, TOWNSHIP 11, RANGE 21
FRANKLIN COUNTY, OHIO

SCALE: 1"=300'	DATE: NOVEMBER 2018	
DESIGN: N/A	CESO WWW.CESOINC.COM	JOB NO.: 755691
DRAWN: JEK		SHEET NO.: 1 OF 1
CHECKED: JAM		

W:\PROJECTS\KIMLEY HORN\755691-01 WINCHESTER BLVD ALTA-TOPO\04-SURVEY\DWG\755691-SURV-SRV.DWG - 11/2/2018 2:14 PM

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include:

- Extension of street and associated storm sewers, street lighting, streetscape landscaping, sidewalks, and water lines. The components of the improvements are identified in more detail, with their estimated costs, on the Kimley-Horn Engineer's Opinion of Probable Construction Cost that follows this page, and the improvements are generally depicted on the Site Plan (Exhibit C).

The City will reimburse the developer based on the Cost of the Work as set forth in Section 6.2 of the Agreement.

[Kimley-Horn Engineer's Opinion of Probable Construction Cost is on the pages that follow and is part of this Exhibit B]

Kimley»Horn

2400 Corporate Exchange Drive,
Suite 120
Columbus, OH 43231

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

(Site Improvements)

Project: Poject Casto
Location: 5080 Gender Road
Date: January 15, 2018

1.00	DEMOLITION	QUANTITY	UNITS	PRICE	COST
1.10	Removal				
1.11	Clearing and Grubbing	1	LS	$ 5,000.00	$ 5,000.00
1.20	Utility Removal				
1.21	Light Pole Relocation	2	EA	$ 7,500.00	$ 15,000.00
				Subtotal Demolition	$ 20,000.00

2.00	EARTHWORK	QUANTITY	UNITS	PRICE	COST
2.10	Material				
2.11	Net Export (Assume Export to Adjacent Site)	4,994	CY	$ 3.00	$ 14,980.80
2.12	Topsoil Export	600	CY	$ 20.00	$ 12,000.00
2.13	Fine Grading	4,800	SY	$ 2.00	$ 9,600.00
2.14	Equipment Moblization	1	LS	$ 2,500.00	$ 2,500.00
				Subtotal Earthwork	$ 39,080.80

3.00	EROSION CONTROL	QUANTITY	UNITS	PRICE	COST
3.10	Erosion Control				
3.11	Construction Entrance	1	EA	$ 3,000.00	$ 3,000.00
3.12	Temporary Seeding	37,902	SF	$ 0.30	$ 11,370.60
3.20	Sediment Control				
3.21	Inlet Filter Baskets	6	EA	$ 150.00	$ 900.00
3.22	Silt Fence Installation	1,213	LF	$ 2.00	$ 2,426.00
3.30	Miscellaneous				
3.31	Temporary Concrete Washout	1	EA	$ 500.00	$ 500.00
3.32	Street Sweeping & Dust Control	1	LS	$ 5,000.00	$ 5,000.00
				Subtotal Erosion Control	$ 23,196.60

4.00	PAVING/SITE ITEMS	QUANTITY	UNITS	PRICE	COST
4.10	Heavy Duty Asphalt Pavement				
4.11	1.25" Asphalt Concrete Surface Course	4,450	SY	$ 13.00	$ 57,850.00
4.12	1.75" Asphalt Concrete Intermediate Course	4,450	SY	$ 16.00	$ 71,200.00
4.13	7" Asphalt Concrete Base	4,450	SY	$ 16.00	$ 71,200.00
4.14	6" Aggregate Base (Limestone)	4,450	SY	$ 13.00	$ 57,850.00
4.15	Tackless Tack Coat	8,900	SY	$ 2.00	$ 17,800.00
4.20	Site Items				
4.21	Concrete Sidewalk (5" P.C. Concrete & 4" Aggregate Base Course - CA7)	5,035	SF	$ 15.00	$ 75,525.00
4.22	6" x 12" Curb & Gutter	2,130	LF	$ 20.00	$ 42,600.00
4.23	1' Concrete Ribbon	74	LF	$ 15.00	$ 1,110.00
4.24	Light Poles	10	EA	$ 7,500.00	$ 75,000.00
4.25	Light Pole Wiring, Fusing, and Conduit	2,000	LF	$ 45.00	$ 90,000.00
				Subtotal Paving	$ 560,135.00

5.00	STORM SEWER SYSTEM	QUANTITY	UNITS	PRICE	COST
5.10	Storm Sewer				
5.11	4" Underdrain	2,130	LF	$ 12.00	$ 25,560.00
5.12	18" RCP (new leads drain to 24" trunk)	168	LF	$ 55.00	$ 9,240.00
5.13	24" RCP (new trunk for road, drains to ditch - assumed size)	682	LF	$ 72.00	$ 49,104.00
5.20	Storm Structures				
5.21	4' Diameter Storm Catch Basin	6	EA	$ 2,000.00	$ 12,000.00
5.22	5' Diameter Storm Manhole	3	EA	$ 2,700.00	$ 8,100.00
5.30	Miscellaneous				
5.31	Connect to Existing Structure	2	EA	$ 3,000.00	$ 6,000.00
				Subtotal Storm Sewer System	$ 110,004.00

6.00	WATER MAIN SYSTEM	QUANTITY	UNITS	PRICE	COST
6.10	Water Main				
6.11	12" Water Main - D.I.P.	1,144	LF	$ 75.00	$ 85,800.00
6.20	Water Structures				
6.21	12" Valve in Valve Vault	1	EA	$ 5,500.00	$ 5,500.00
6.23	Fire Hydrant w/ Auxiliary Valve & Valve Box	3	EA	$ 4,000.00	$ 12,000.00
6.30	Miscellaneous				
6.31	Flush, Pressure Test & Chlorinate	1	LS	$ 3,000.00	$ 3,000.00
6.32	Connect to Existing Stub	1	EA	$ 1,700.00	$ 1,700.00
				Subtotal Water Main System	$ 108,000.00

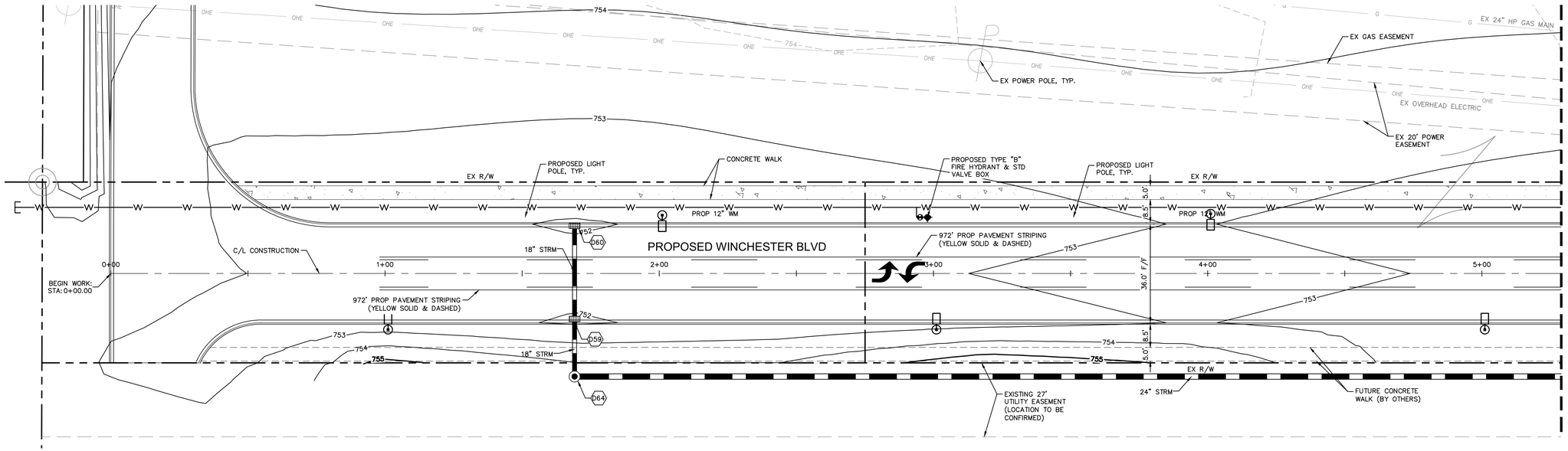
7.00	LANDSCAPING	QUANTITY	UNITS	PRICE	COST
7.10	Landscape				
7.11	Landscape Allowance	1	LS	$ 15,000.00	$ 15,000.00
				Subtotal Landscaping	$ 15,000.00

	SUMMARY		
1.00	DEMOLITION	$	20,000.00
2.00	EARTHWORK	$	39,080.80
3.00	EROSION CONTROL	$	23,196.60
4.00	PAVING/SITE ITEMS	$	560,135.00
5.00	STORM SEWER SYSTEM	$	110,004.00
6.00	WATER MAIN SYSTEM	$	108,000.00
7.00	LANDSCAPING	$	15,000.00
	TOTAL	$	875,416.40
	SURVEY & STAKING FEES (2%)	$	17,508.33
	DESIGN FEES (5%)	$	43,770.82
	CITY PERMITS/INSPECTIONS (ALLOWANCE)	$	25,000.00
	CONTRACTOR FEE (4%)	$	35,016.66
	CONTINGENCY & GENERAL CONDITIONS (11%)	$	96,295.80
TOTAL		$	1,093,008.01

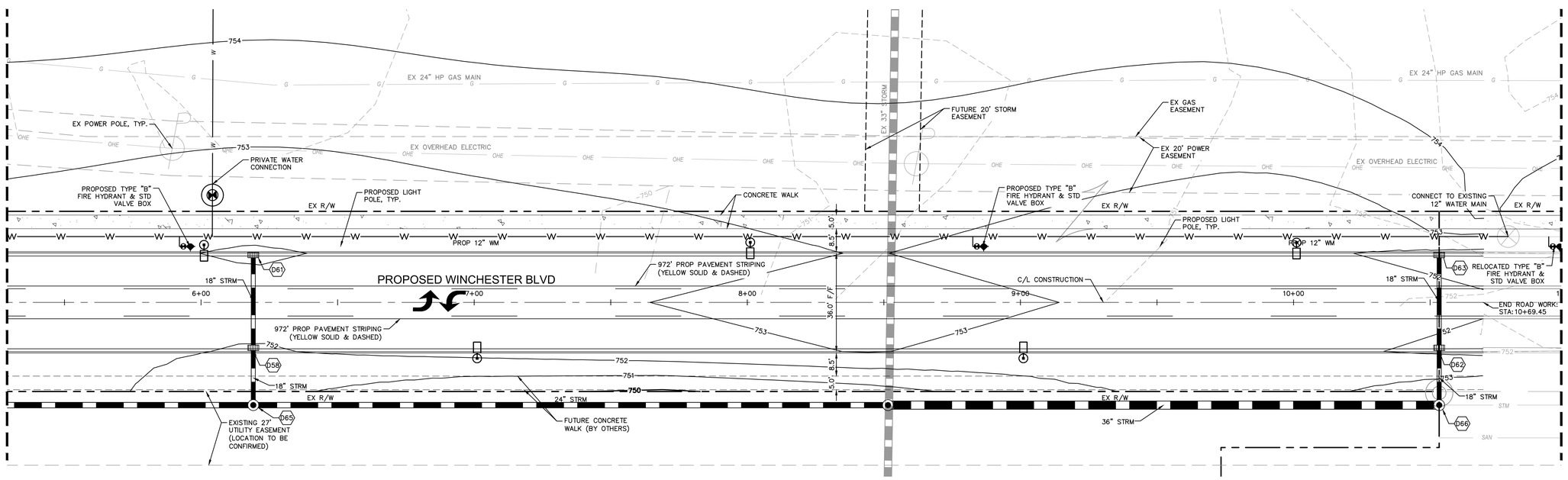
This Engineer's Opinion of Probable Construction Cost is based upon the Preliminary Engineering Plans prepared by Kimley-Horn dated 12/13/18. The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

EXHIBIT C

SITE PLAN

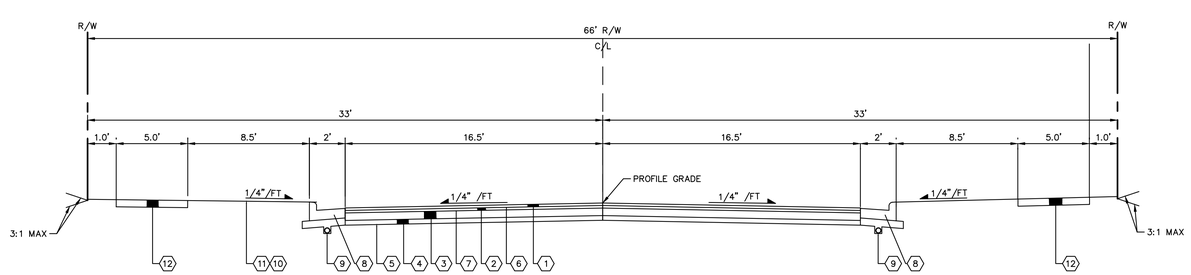


MATCHLINE - SEE THIS SHEET



MATCHLINE - SEE THIS SHEET

MATCHLINE - SEE SHEET 4.2



PROFILE LEGEND

1. ITEM 448 – 1-1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, TIH PG 70-72
2. ITEM 448 – 1-3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, TIH PG 70-72
3. ITEM 301 – 7" ASPHALT CONCRETE BASE, TIH PG 70-72
4. ITEM 304 – 6" AGGREGATE BASE, LIMESTONE ONLY
5. ITEM 204 – SUBGRADE COMPACTION
6. ITEM 407 – TACKLESS TACK COAT FOR INTERMEDIATE COURSE, ITEM 407-SS-INTSS-1HM (0.04 GAL/SY)
7. ITEM 407 – TACKLESS TACK COAT, ITEM 407-SS-INTSS-1HM (0.075 GAL/SY)
8. ITEM 609 – COMBINATION CURB AND GUTTER (PER COC STD DWG 2020 SPECIAL 8")***
9. ITEM 605 – 4" PIPE UNDERDRAIN
10. ITEM 659 – SEEDING AND MULCHING*
11. ITEM 652 – 4" TOPSOIL MINIMUM**
12. ITEM 608 – 4" CONCRETE WALK, CLASS S CONCRETE (PER STD DWG CW RD-12-01)***

ALL ITEMS ARE ODOT CMS UNLESS OTHERWISE INDICATED:

* CITY OF CANAL WINCHESTER SUPPLEMENTAL SPECIFICATION CW 210 SEEDING

** CITY OF CANAL WINCHESTER SUPPLEMENTAL SPECIFICATION CW 205 TOPSOIL

*** CITY OF COLUMBUS ITEM NUMBER OR STANDARD DRAWING

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
250 CORPORATE EXCHANGE DR. SUITE 120
COLUMBUS, OH 43231
PHONE: 614-454-6596
WWW.KIMLEY-HORN.COM

SCALE: AS NOTED
DESIGNED BY: DDL
DRAWN BY: IC
CHECKED BY: JMM

PRELIMINARY NOT FOR CONSTRUCTION

WINCHESTER BLVD EXTENSION

PROJECT CASTO

5080 GENDER ROAD
CANAL WINCHESTER, OH 43110

ORIGINAL ISSUE: 2/27/2019

KHA PROJECT NO. 190033000

SHEET NUMBER

C7.0

Drawing name: K:\CLB_LDEV\190033000_Opus_CanalWinchester_OH\2 Design\CAD\PlanSheets\C7.0 CANAL WINCHESTER EXTENSION.dwg C7.1 WINCHESTER BLVD EXTENSION Feb 27, 2019 4:10pm by: Derik.Leary
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

EXHIBIT D

WRITTEN REQUISITION

No._____

City of Canal Winchester, Ohio
36 S. High St.
Canal Winchester, Ohio 43110
Attention: Finance Director

Subject: Certificate and Request for Disbursement of Funds

You are hereby requested to disburse from the TIF Fund, which was created by Ordinance No. 13-34, and in accordance with the provisions of Section 6.2 of the Tax Increment Financing Agreement, dated _____, 2019 (the "*Agreement*") by and between the City and Opus Development Company, L.L.C. (the "*Developer*"), the amount of $_____ as more fully set forth on Schedule A attached hereto to be paid pursuant to this Written Requisition to the Developer at _____. All capitalized terms not otherwise defined in this Written Requisition have the meanings assigned to them in the Agreement.

The undersigned Authorized Developer Representative does hereby certify in compliance with Section 6.2 of the Agreement that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of Developer relating to the matters covered by this Written Requisition;

(ii) The amount and nature of the portion of the Cost of the Work requested to be paid are shown on Schedule A attached hereto;

(iii) The disbursement herein requested is for an obligation properly incurred, is a proper charge against the TIF Fund as a Cost of the Work, has not been the basis of any previous payment to the Developer from the TIF Fund, and was made in accordance with the Construction Documents;

(iv) The Public Infrastructure Improvements have not been materially injured or damaged by fire or other casualty in a manner which, if not repaired or replaced, would materially impair the ability of the Developer to meet its obligations under the Agreement;

(v) To the best of the Developer's knowledge, the Developer is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements;

(vi) To the best of the Developer's knowledge, no Event of Default set forth in Article VII of the Agreement, and no event which, but for the lapse of time or the giving of notice or both, would be such an Event of Default has occurred and is continuing;

(vii) Attached hereto as Schedule B are conditional lien waivers from any material suppliers, contractors and subcontractors who have provided services or materials to the Public Infrastructure Improvements as required by the Agreement, and the Developer further acknowledges its obligation to require, or require provision of, certain security pursuant to Section 5.8 of the Agreement in the event any mechanics' liens are filed in connection with the Public Infrastructure Improvements;

(viii) The Public Infrastructure Improvements are being and have been installed substantially in accordance with the Construction Documents for the Public Infrastructure Improvements and all materials for which payment is requested have been delivered to and remain on the Public Infrastructure Improvements Site;

(ix) The payment requested hereby does not include any amount which is not entitled to be retained under any holdbacks or retainages provided for in any agreement;

(x) The Developer has asserted its entitlement to all available manufacturers' warranties to date upon acquisition of possession of or title to such improvements or any part thereof which warranties have vested in Developer and shall be wholly transferable to the City.

EXECUTED this _____ day of _____, 20__.

By:_____
Authorized Developer Representative

0128850.0615530 4844-4187-0992v1

COUNCIL UPDATE

April 1, 2019

Finance Department

Amanda Jackson, Finance Director

Project Status:

2020 Tax Budget – We are officially a quarter of the way into 2019 and it is time for me to start thinking ahead to 2020. I will begin work on the 2020 Tax Budget within the next couple of weeks which will set the expected revenue amounts that we will use to establish preliminary expenditure totals. The Tax Budget is required to be sent to the County Auditor no later than mid-July each year so it will be brought to Council for first reading at the beginning of June. As a reminder, even though the Tax Budget includes estimated expenditure amounts, final appropriations will not be presented to Council until the fall.

2018 Financial Statement Disclosures – Just reminder that your 2018 Financial Statement Disclosures are due to the Ethics Commission by Wednesday, May 15, 2019. You can file electronically or print out a blank statement on the Ethics Commissions website.

COUNCIL UPDATE

March 28, 2019

Department of Public Service
Matthew C. Peoples, Director

Project Status:

Recycle Days: We met with the high school senior group and Waste Management to discuss the community recycling days the group presented at the last Council meeting. Waste Management agreed to provide three dumpsters and safety gear for the group. There is a tentative April 20 starting date but there is still some logistics they will need to work out.

Gender Rd. Signal Synchronization Project: ODOT has approved our Signal Timing Program grant for synchronization of the Gender Rd. traffic signals from Dietz Dr. north and include the City of Columbus' signals at Winchester Pike and Lehman Rd. EMH&T has begun collecting information on for the project.

Westchester Park Improvements: OHM has begun design work for the project. We did a walkthrough and are conducting a land survey due to concerns over drainage in the area of the improvements.

Additionally, we are waiting to hear on the School's grant fitness stations through Batelle.

Gender Road Paving: ODOT Urban Paving Program is scheduled to pave Gender Rd. from US Rt. 33 to Lithopolis Rd. in spring 2020. The program pays 80% of the estimated cost of around $700,000 with the city being responsible for the remaining 20% and all ancillary items such as pavement repairs, guardrail, drainage and lighting. Preliminary approval legislation will be presented late spring or early summer.

2019 Street Capital Improvement Program: Project that includes E. Waterloo St., Canal St., Prentiss School Dr., Ashbrook Village, and Westchester Section 3 is starting through the process.

McGill Park: The $450,000 Clean Ohio Trails Fund grant for The McGill Park Trail Connecter project and the $500,000 Land and Water Conservation Fund grant has been submitted and we expect to hear back on both this spring.

Office Renovations: We received the cost estimates for the Municipal Building ($77,300) and Community Center ($70,100) and are working to finalize details before we proceed any further.

COUNCIL UPDATE

March 28, 2019

Division of Urban Forestry
Dick Miller, Urban Forester

Project Status:

Herbicide Spraying: Pre and Post-emergent herbicide application has begun on mulched areas and some road-sides and paved and gravel areas. This process lays down a barrier to prevent seed from germinating. New mulch applied to (and over) the applied herbicide helps in weed control throughout the growing season.

Events:
*Tree city awards- 26th year 4/18/19 @ Bexley, Ohio
*Conservation Work Shop 4/20/19 @Community Center, 1 PM
*Arbor Day @ Indian Trail Elementary 4/26/19 2:15 PM Rain or shine
*Potting Day @ 400 Ashbrook Rd. TBA in early May
*Tree Give-a-way @ Stradley Place 4/4/19 9 AM to 11 AM
*Drug Take Back Day @ Diley Ridge Med. 4/27/19 10 AM – 2 PM

COUNCIL UPDATE

March 28, 2019

Division of Water Reclamation
Steve Smith, Superintendent

Project Status:

Groveport Lift Station: We have a contractor scheduled to do complete overhauls on the two pumps at the station. These pumps are approximately 20 years old and we have had minimal issues with them in that time.

Manhole Lining: A contractor is in lining about 20 manholes in the Canal Pointe area that show degradation due to hydrogen sulfide gas.

Aeration Diffusers: We have received the new diffusers for the WRF for no cost from the manufacturer as a warranty issue. They are also paying a contractor to install them and that should occur sometime this spring or summer.

Safety: We are purchasing some replacement safety gear for the crews and are discussing accident reporting policies at our next regularly scheduled meeting.

COUNCIL UPDATE

March 28, 2019

Division of Streets, Lands and Buildings
Shawn Starcher, Superintendent

Project Status:

Pothole Patrol: Crews have stayed busy this month addressing potholes. Our Durapatcher will continue to be out filling potholes as weather permits.

Street Sweeper: The Street Sweeper is currently in for repair right now to replace several wear items.

Seasonal Prep: Snow plows have been cleaned and put away until next season and Mowing equipment is being serviced in preparation of mowing season.

Housekeeping/Repairs: Crews have finished making repairs and painting are two Leaf Vacuums.

COUNCIL UPDATE

March 28, 2019

Division of Information Technology
Rick Brown, Coordinator

Project Status:

Network Environment: Backup and Replication software has been installed and we are continuing to seed server data to the backup site. Backups on the servers that have been seeded are now being done at the Disaster Recovery site.

Network Attacks: We have been experiencing repeated access attacks on our network. I have modified the firewall and endpoint software to contain sustained attacks.

Building Security: Cameras have been installed and we are working on a policy for the use of the cameras.

Updates/Audit/Repairs: Continued with updates to server, desktop and networking equipment with no downtime to the users.

COUNCIL UPDATE

March 28, 2019

Division of Water
Joe Taylor, Superintendent

Project Status:

Plant Production:
We pumped 23.05 Million gallons in February at an average of .823 mgd per day. Average Hardness was 120 mg/l.

Lab Certification: Staff performed triennial EPA lab recertification for all operators on March 22nd and all operators passed.

High Service Pumps: Working with Bird and Bull on a proposal for engineering of variable frequency drive (VFD) installations for high service pumps 2&4.

Service Line Repair: We replaced a broken service line at 38 Elm street. The line was broken on the cities side of the curb stop. The leak was found by the resident by noise at the meter and had leaked about a month. The estimated leakage was about 40,000 gpd.

Valve Bolts: We are preparing for contractor to begin working on valve bolt replacements in the next few weeks.

AMI: AMI Metering System installs are ongoing. There are currently 1,531 units installed with around 1,800 more MIU's to install. We are at 46% completion.

Also, worked with the SE Messenger and This Week News on AMI newspaper articles.

Hydrant Flushing: Hydrant flushing is scheduled for April 15th-May 3rd.

COUNCIL UPDATE

March 28, 2019

Development Department

Lucas Haire, Director

Development Report

- Planning and Zoning will review a mixed use building at 18 – 26 West Waterloo Street at their April 8 meeting. This building includes 6,835 square feet of retail space on the first floor and 14 apartments on floor 2 and 3.
- The Canal Winchester School Board approved entering into a school compensation agreement with Opus and the City of Canal Winchester at their Meeting on March 18.
- Orchids and Ivy recently opened at 15 E. Waterloo Street.
- Georgie Emerson is opening on March 29 at 360 West Waterloo St.
- Jillian Renee Photography is also opening at 360 West Waterloo St. on March 29.
- Singleton Construction recently expanded in the Old Town area by leasing 2 S. High Street. This space is above the Wigwam and will allow them to nearly double in size with the office space which they are keeping at 5 S. High Street.