

Canal Winchester

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



Meeting Agenda

June 3, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order**B. Roll Call****C. Also In Attendance**

Mayor Ebert, Lucas Haire, Amanda Jackson

D. Request for Council Action**RES-19-009**

Mayor

A Resolution Authorizing Destination: Canal Winchester To Operate The "Canal Winchester Blues And Ribfest" On The Various Streets And Sidewalks Of The City Of Canal Winchester ([Resolution](#))

- Request to move to full Council

RES-19-010

Mayor

A Resolution Strongly Urging The Ohio Governor And Members Of The Ohio General Assembly To Restore The Local Government Fund To Pre-Recession Levels ([Resolution](#))

- Request to move to full Council

ORD-19-034

Development

An Ordinance To Repeal And Replace Ordinance 19-021 And 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 Agreement With The Canal Winchester Local School District And Opus Development Company, L.L.C.; And Declaring An Emergency ([Ordinance, ORD-19-034 Exhibits](#))

- Request to move to full Council

ORD-19-035

Development

An Ordinance Authorizing The Mayor And Clerk To Accept And Execute The Plat For The Villages At Westchester Section 13, Phase 1 ([Ordinance, P&Z Recommendation](#))

- Request to move to full Council

ORD-19-036

Finance

An Ordinance To Amend The 2019 Appropriations Ordinance 18-040, Amendment #4 ([Ordinance, Appropriations Amend Memo 4](#))

- Request to move to full Council

ORD-19-037

Finance

An Ordinance Approving And Adopting The 2020 Tax Budget ([Ordinance, 2020 Tax Budget](#))

- Request to move to full Council

ORD-19-038

Finance

An Ordinance To Set The Salaries Of Members Of Council Effective January 1, 2020 ([Ordinance](#))

- Request to move to full Council

[ORD-19-039](#)

Finance

An Ordinance To Set The Salary And Fringe Benefits Of The Mayor
Effective January 1, 2020 ([Ordinance](#))

- Request to move to full Council

E. Reports

Lucas Haire -

Amanda Jackson -

F. Items for Discussion

G. Old/New Business

H. Adjournment

RESOLUTION NO. 19-009

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

WHEREAS, the annual Canal Winchester Blues and Ribfest is to be held on July 26 and 27, 2019; and

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

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

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

Section 1. That the Canal Winchester Blues and Ribfest operated by Destination: Canal Winchester on July 26, 2019 from 5:00 pm to 11:00 pm and July 27, 2019 from 12:00 pm to 11:00 pm.

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

Section 3. That the streets and alleys within the boundaries of the festival shall be shut down to traffic by City staff with assistance from Festival Committee members from 6:30 am on Friday, July 26, 2019 and reopened to traffic no later than 9:00 am on Sunday, July 28, 2019.

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

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

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

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

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

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

Section 8. That this resolution shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the resolution 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. 19-010

A RESOLUTION STRONGLY URGING THE OHIO GOVERNOR AND MEMBERS OF THE OHIO GENERAL ASSEMBLY TO RESTORE THE LOCAL GOVERNMENT FUND TO PRE-RECESSION LEVELS

WHEREAS, the Local Government Fund was reduced in 2011 by 50% during the Kasich Administration, from 3.68% of General Revenue Funds to its current level of 1.66% of General Revenue Funds; and

WHEREAS, past Ohio General Assemblies have repeatedly decreased funding and revenue sharing in recent years in addition to significantly reducing the Local Government Fund, including eliminating the Estate Tax and phasing out the Tangible Personal Property Tax; and

WHEREAS, these reductions have resulted in an annual loss of revenue of approximately \$100,000; and

WHEREAS, this sudden revenue loss has made it increasingly difficult to provide basic services, rebuild infrastructure, and bolster public safety services to fight the opioid epidemic; and

WHEREAS, when municipalities experience success in fostering safe communities, building sound infrastructure, and increasing economic development, the State of Ohio reaps the benefits as well.

WHEREAS, a reinvestment of Local Government Fund would aid the state in its goal of lowering taxes on the individual by enabling municipalities to decrease the local tax burden.

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

Section 1. The Ohio General Assembly should restore the Local Government Fund to pre-recession levels, ensuring that these local communities are able to provide crucial services and improvements in infrastructure and public safety.

Section 2. This Council does hereby declare its opposition any further cuts to the Local Government Fund or the future diversion of revenues from the Local Government Fund.

Section 3. 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 resolution 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. 19-034

AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE 19-021 AND 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 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; and

WHEREAS, the City previously authorized the CRA Agreement and School Compensation Agreement with Ordinance No. 19-021, adopted by emergency April 1, 2019, but due to a typographical error misidentifying the Developer in the Canal Winchester Local School District Board of Education resolution adopted March 19, 2019, the Developer has requested that the resolution be corrected and a new ordinance be adopted; and

WHEREAS, the Canal Winchester Local School District Board of Education adopted a new resolution correcting the error and approving the CRA Agreement and School Compensation Agreement

on May 20, 2019; and

WHEREAS, this ordinance is intended to repeal Ordinance 19-021 and replace it with authorization of the CRA Agreement and School Compensation Agreement following the corrected approval resolution adopted by the Canal Winchester Local School District Board of Education on May 20, 2019;

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

Section 1. Ordinance No. 19-021 is hereby repealed.

Section 2. 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 3. 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 4. 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 5. 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 6. 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

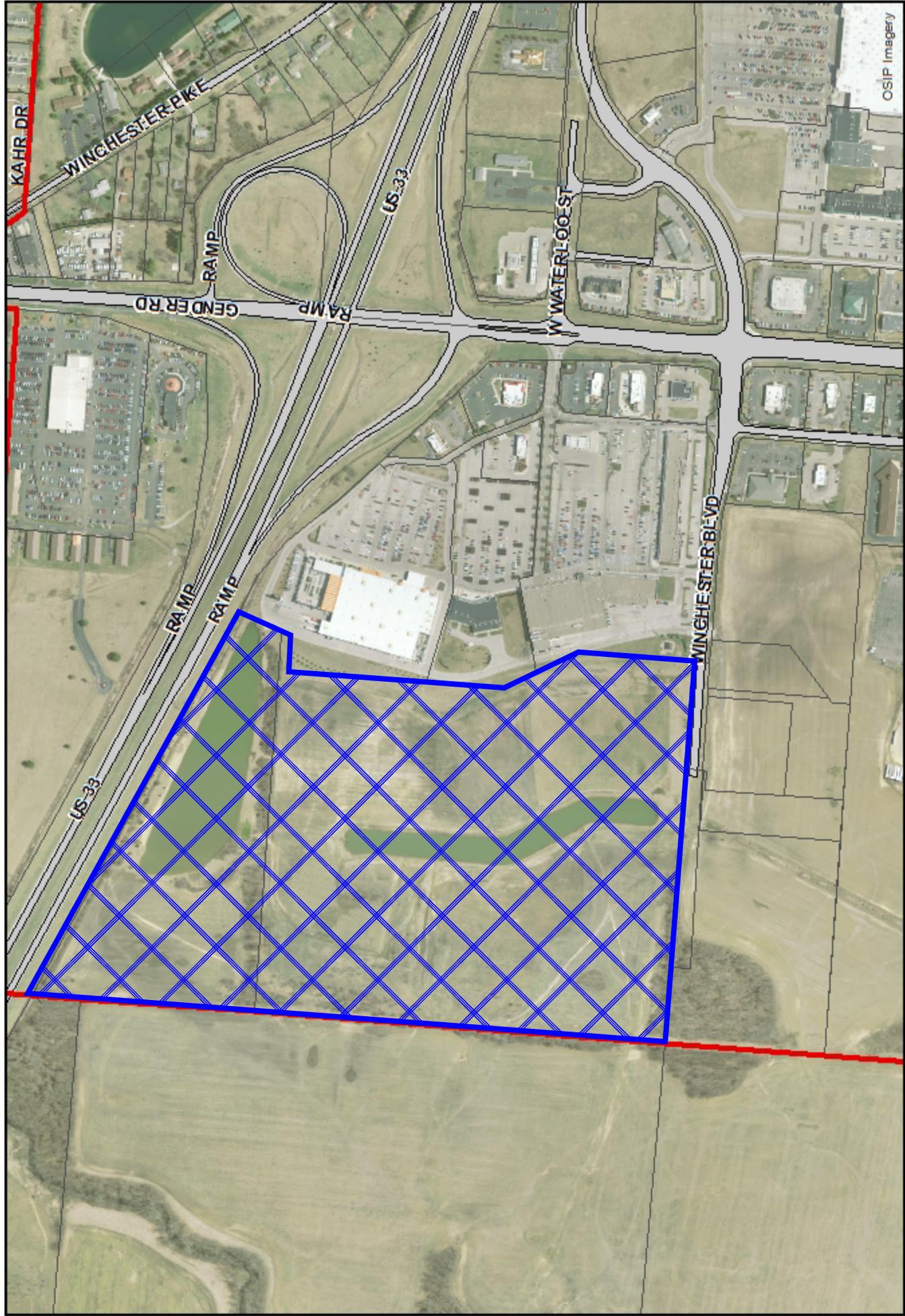
I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester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

Finance Director/Clerk of Council

EXHIBIT A

MAP OF THE PROJECT SITE

The shaded area on the attached map specifically identifies and depicts the Project Site and constitutes part of this Exhibit A.



CSIP Imagery



Exhibit A



EXHIBIT B

CRA Agreement

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 Ordinance 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.

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 CITY OF CANAL
WINCHESTER, to:

Lucas Haire, Development Director
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

With a copy to:

Eugene Hollins, Law Director
10 West Broad Street
One Columbus Center, Suite 2300
Columbus, OH 43215-3484

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.

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.]

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: _____

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: _____

EXHIBIT A
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Legal Descriptions of Project Site

(attached hereto)

EXHIBIT B
TO COMMUNITY REINVESTMENT AREA AGREEMENT

Application for Community Reinvestment Area Agreement

(attached hereto)

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)

0128850.0615530 4830-2293-8507v1

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. _____, adopted _____, 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. Approval of the CRA Exemption; Compensation to School District During the CRA Exemption Period.

(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. Payment of Compensation.

(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:

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 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]

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: _____

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]

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]

EXHIBIT A

DESCRIPTION OF THE PARCELS

Parcel No.

SCHOOL DISTRICT RESOLUTION

0128850.0615530 4824-1178-4073v1

ORDINANCE NO. 19-035

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR THE VILLAGES AT WESTCHESTER SECTION 13, PHASE 1

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

WHEREAS, a final plat for the Villages at Westchester Section 13, Phase 1 has been presented to the Planning Commission with a recommendation to City Council for approval;

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

SECTION 1. That the Mayor and Clerk be and hereby are authorized to execute and accept the final plat of the Villages at Westchester Section 13, Phase 1.

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

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED: _____

APPROVED AS TO FORM:

LEGAL COUNCIL

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

Finance Director/Clerk of Council



To: Amanda Jackson, CMC, Clerk of Council
From: Andrew Moore, Planning and Zoning Administrator
Date: May 23, 2019
RE: Application FS-19-001

RECOMMENDATION

Special Meeting of Planning and Zoning Commission held **May 22, 2019**

Motion by Wildenthaler, seconded by Richey, to recommend to City Council approval of FS-19-001; to consider a Final Subdivision Plat for Villages at Westchester Section 13 Phase 1; for property located at PID: 184-001008. Applicant Grand Communities, Ltd., Owner Grand Communities, Ltd. Voting yes: Bill Christensen; Brad Richey; Mike Vasko; Mark Caulk; Joe Wildenthaler. Motion Carried 5-0.

A handwritten signature in blue ink, appearing to be "AM", is written above a horizontal line.

Andrew Moore
Planning and Zoning Administrator

ORDINANCE NO. 19-036

AN ORDINANCE TO AMEND THE 2019 APPROPRIATIONS ORDINANCE 18-040, AMENDMENT #4

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

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

Section 1: That the 2019 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$1,056,950.00 as follows; and

Department	Function	Amount
Lands and Buildings	Capital Outlay	\$950,000.00
Construction Services	Operating Expenses	\$106,950.00

Section 2: That the 2019 Annual Appropriation Ordinance be amended by appropriating from the unappropriated monies of the Sewer Connections Fund \$71,000.00 to the Connections – Operating Expenses line item;

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council



To: Members of City Council

From: Amanda Jackson, Finance Director

Date: May 31, 2019

RE: Appropriation Amendment #4

MEMORANDUM

Appropriation Amendment #4 for the 2019 Appropriations serves to accomplish the following:

General Fund – Appropriate \$1,056,950.00 from the unappropriated fund balance of \$6,281,643 as follows:

- \$106,950.00 to Construction Services Operating Expenses as follows:
 - o \$87,100.00 for inspection fees associated with X Church (formerly Crossroads Church)
 - \$50,000.00 has been paid to date with the remainder due by July 31st.
 - These funds will be used to pay our outside contractors for their inspection services.
 - o \$19,850.00 for costs associated with the High Street Railroad Crossing project.
- \$950,000.00 to Land and Buildings Capital Outlay for the purchase of the Bixby Road property.
 - o Due to timing issues with the closing of the property purchase and the BAN issuance, it is necessary for us to pay for the property prior to the BANs being available. Therefore, we are appropriating the funds to have available at closing. The BANs will be available by the end of the month so by June 30th, there will be no effect on our cash flow related to this purchase.

Sewer Connections Fund – Appropriate \$71,000.00 from the unappropriated fund balance of \$3,704,577 for the first payment of the sanitary sewer oversizing reimbursement agreement the City entered into with Grand Communities (Fischer Homes) for oversizing sewer lines for Village of Westchester Section 13 Phases 1 & 2. This agreement was approved by Council in March.

Please let me know if you have any questions.

ORDINANCE NO. 19-037

AN ORDINANCE APPROVING AND ADOPTING THE 2020 TAX BUDGET

WHEREAS, it is immediately necessary to approve and adopt the 2020 tax budget,

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

Section 1. That the 2020 Tax Budget attached hereto as Exhibit A and incorporated herein by reference be, and the same hereby is, approved and adopted.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

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

Finance Director/Clerk of Council

FUND NAME: GENERAL FUND
FUND TYPE/CLASSIFICATION: GOVERNMENTAL-GENERAL

EXHIBIT 1

This Exhibit is to be used for the General Fund Only

Description (1)	For 2017 Actual (2)	For 2018 Actual (3)	Budget Year Estimated for 2019 (4)	Current Year Estimated for 2020 (5)
REVENUES				
Local Taxes				
General Property Tax - Real Estate	\$ 388,245.78	\$ 447,517.00	\$ 400,000.00	\$ 450,000.00
Tangible Personal Property Tax	\$ -	\$ -	\$ -	\$ -
Municipal Income	\$ 6,978,857.17	\$ 7,086,715.00	\$ 6,900,000.00	\$ 7,200,000.00
Other Local Taxes	\$ 147,806.61	\$ 204,416.00	\$ 220,000.00	\$ 300,000.00
Total Local Taxes	\$ 7,514,909.56	\$ 7,738,648.00	\$ 7,520,000.00	\$ 7,950,000.00
Intergovernmental Revenues				
State Shared Taxes & Permits				
Local Governments	\$ 75,860.71	\$ 76,364.00	\$ 75,000.00	\$ 75,000.00
Estate Tax	\$ -	\$ -	\$ -	\$ -
Cigarette Tax	\$ 361.42	\$ 338.00	\$ 350.00	\$ 350.00
License Tax	\$ -	\$ -	\$ -	\$ -
Liquor and Beer Permits	\$ 18,134.90	\$ 19,831.00	\$ 16,000.00	\$ 19,000.00
Gasoline Tax	\$ -	\$ -	\$ -	\$ -
Library & Local Government Support Fund	\$ -	\$ -	\$ -	\$ -
Property Tax Allocation	\$ 46,645.91	\$ 52,115.00	\$ 47,000.00	\$ 50,000.00
Other Shared Taxes & Permits	\$ -	\$ -	\$ -	\$ -
Total State Shared Taxes & Permits	\$ 141,002.94	\$ 148,648.00	\$ 138,350.00	\$ 144,350.00
Federal Grants or Aid	\$ -	\$ -	\$ -	\$ -
State Grants or Aid	\$ -	\$ -	\$ -	\$ -
Other Grants or Aid	\$ -	\$ -	\$ -	\$ -
Total Intergovernmental Revenues	\$ 141,002.94	\$ 148,648.00	\$ 138,350.00	\$ 144,350.00
Special Assessments	\$ 195,141.53	\$ 196,925.00	\$ 151,500.00	\$ 151,500.00
Charges for Services	\$ 139,177.76	\$ 165,377.00	\$ 137,750.00	\$ 145,000.00
Fines, Licenses & Permits	\$ 632,264.46	\$ 1,020,279.00	\$ 615,600.00	\$ 643,100.00
Miscellaneous	\$ 747,906.42	\$ 988,177.00	\$ 118,500.00	\$ 194,500.00
Other Financing Sources				
Proceeds from Sale of Debt	\$ -	\$ -	\$ -	\$ -
Transfers	\$ -	\$ -	\$ -	\$ -
Advances	\$ -	\$ -	\$ 40,000.00	\$ 540,000.00
Other Sources	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources	\$ -	\$ -	\$ 40,000.00	\$ 540,000.00
TOTAL REVENUE	\$ 9,370,402.67	\$ 10,258,054.00	\$ 8,721,700.00	\$ 9,768,450.00

Description (1)	For 2017 Actual (2)	For 2018 Actual (3)	Current Year Estimated for 2019 (4)	Budget Year Estimated for 2020 (5)
EXPENDITURES				
Security of Persons and Property				
Personal Services	\$ -	\$ -	\$ -	\$ -
Travel Transportation	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$ 905,657.03	\$ 1,160,918.00	\$ 1,171,000.00	\$ 1,300,000.00
Supplies & Materials	\$ 460.95	\$ 199.00	\$ 1,000.00	\$ 1,000.00
Capital Outlay	\$ 21,891.00	\$ 22,096.00	\$ 45,000.00	\$ 47,000.00
Total Security of Persons and Property	\$ 928,008.98	\$ 1,183,213.00	\$ 1,217,000.00	\$ 1,348,000.00
Public Health Services				
Personal Services	\$ -	\$ -	\$ -	\$ -
Travel Transportation	\$ -	\$ -	\$ -	\$ -
Contractual Services	\$ 129,419.48	\$ 151,152.00	\$ 141,100.00	\$ 155,100.00
Supplies & Materials	\$ -	\$ -	\$ -	\$ -
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Public Health Services	\$ 129,419.48	\$ 151,152.00	\$ 141,100.00	\$ 155,100.00
Leisure Time Activities				
Personal Services	\$ 272,919.79	\$ 279,712.00	\$ 316,375.00	\$ 329,350.00
Travel Transportation	\$ -	\$ -	\$ 100.00	\$ 50.00
Contractual Services	\$ 138,396.74	\$ 144,186.00	\$ 178,000.00	\$ 190,000.00
Supplies & Materials	\$ 36,191.74	\$ 42,604.00	\$ 46,650.00	\$ 48,400.00
Capital Outlay	\$ 12,681.46	\$ 51,051.00	\$ 173,000.00	\$ 71,000.00
Total Leisure Time Activities	\$ 460,189.73	\$ 517,553.00	\$ 714,125.00	\$ 638,800.00
Community Environment				
Personal Services	\$ 378,858.74	\$ 443,016.00	\$ 510,100.00	\$ 560,600.00
Travel Transportation	\$ 884.01	\$ 243.00	\$ 2,500.00	\$ 3,000.00
Contractual Services	\$ 189,614.34	\$ 186,083.00	\$ 218,250.00	\$ 248,000.00
Supplies & Materials	\$ 35,699.76	\$ 41,831.00	\$ 44,950.00	\$ 77,400.00
Capital Outlay	\$ 31,389.20	\$ 43,266.00	\$ 43,500.00	\$ 46,000.00
Total Community Environment	\$ 636,446.05	\$ 714,439.00	\$ 819,300.00	\$ 935,000.00
Transportation				
Personal Services	\$ 240,751.82	\$ 253,841.00	\$ 274,500.00	\$ 285,800.00
Travel Transportation	\$ -	\$ -	\$ 100.00	\$ 100.00
Contractual Services	\$ 474,866.58	\$ 544,895.00	\$ 411,000.00	\$ 411,000.00
Supplies & Materials	\$ 34,965.16	\$ 27,734.00	\$ 44,000.00	\$ 49,000.00
Capital Outlay	\$ 719,534.47	\$ 790,771.00	\$ 826,000.00	\$ 846,000.00
Total Transportation	\$ 1,470,118.03	\$ 1,617,241.00	\$ 1,555,600.00	\$ 1,591,900.00
General Government				
Personal Services	\$ 935,337.67	\$ 955,506.00	\$ 1,108,950.00	\$ 1,129,824.00
Travel Transportation	\$ 1,748.88	\$ 2,660.00	\$ 4,600.00	\$ 5,350.00
Contractual Services	\$ 1,179,345.40	\$ 1,257,455.00	\$ 1,409,700.00	\$ 1,475,200.00
Supplies & Materials	\$ 433,412.47	\$ 381,781.00	\$ 580,075.00	\$ 636,150.00
Capital Outlay	\$ 305,696.79	\$ 128,250.00	\$ 111,700.00	\$ 119,100.00
Total General Government	\$ 2,855,541.21	\$ 2,725,652.00	\$ 3,215,025.00	\$ 3,365,624.00
Debt Service				

FUND NAME: GENERAL FUND

EXHIBIT 1

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

This Exhibit is to be used for the General Fund Only

Description (1)	For 2017 Actual (2)	For 2018 Actual (3)	Current Year Estimated for 2019 (4)	Budget Year Estimated for 2020 (5)
EXPENDITURES				
Redemption of Principal	\$ -	\$ -	\$ -	\$ -
Interest	\$ -	\$ -	\$ -	\$ -
Other Debt Service	\$ -	\$ -	\$ -	\$ -
<i>Total Debt Service</i>	\$ -	\$ -	\$ -	\$ -
Other Uses of Funds				
Transfers	\$ 1,333,060.00	\$ 1,240,000.00	\$ 1,059,550.00	\$ 1,485,000.00
Advances	\$ -	\$ -	\$ -	\$ 500,000.00
Contingencies	\$ -	\$ -	\$ -	\$ -
Other Uses of Funds	\$ -	\$ -	\$ -	\$ -
Total Other Uses of Funds	\$ 1,333,060.00	\$ 1,240,000.00	\$ 1,059,550.00	\$ 1,985,000.00
TOTAL EXPENDITURES	\$ 7,812,783.48	\$ 8,149,250.00	\$ 8,721,700.00	\$ 10,019,424.00
Revenues over/(under) Expenditures	\$ 1,557,619.19	\$ 2,108,804.00	\$ -	\$ (250,974.00)
Beginning Unencumbered Balance	\$ 3,676,040.68	\$ 5,233,659.87	\$ 7,342,463.87	\$ 7,342,463.87
Ending Cash Fund Balance	\$ 5,233,659.87	\$ 7,342,463.87	\$ 7,342,463.87	\$ 7,091,489.87
Estimated Encumbrances (outstanding at year end)				
Estimated Ending Unencumbered Fund Balance				

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2020	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2020
				Personnel Services	Other	Total	
GOVERNMENTAL: SPECIAL SERVICE:							
Street Construction Maintenance	\$ 325,341.54	\$ 433,100.00	\$ 758,441.54	\$ 246,800.00	\$ 166,600.00	\$ 413,400.00	\$ 345,041.54
State Highway	\$ 62,991.51	\$ 35,300.00	\$ 98,291.51	\$ -	\$ 35,300.00	\$ 35,300.00	\$ 62,991.51
Mayor's Court Technical Fund A	\$ 20,356.92	\$ 2,000.00	\$ 22,356.92	\$ -	\$ 2,000.00	\$ 2,000.00	\$ 20,356.92
Mayor's Court Technical Fund B	\$ 19,889.27	\$ 6,000.00	\$ 25,889.27	\$ -	\$ 3,500.00	\$ 3,500.00	\$ 22,389.27
Permissive Tax	\$ 121,373.03	\$ 65,000.00	\$ 186,373.03	\$ -	\$ 65,000.00	\$ 65,000.00	\$ 121,373.03
Bed Tax	\$ 144,179.49	\$ 150,000.00	\$ 294,179.49	\$ -	\$ 150,000.00	\$ 150,000.00	\$ 144,179.49
FEMA Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BWC Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Interurban Project Fund	\$ 872.25	\$ -	\$ 872.25	\$ -	\$ -	\$ -	\$ 872.25
Diley Rd PITIE Fund	\$ 1,515,635.62	\$ 200,000.00	\$ 1,715,635.62	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 1,711,135.62
Gender Rd TIF Fund	\$ 286,394.82	\$ 317,000.00	\$ 603,394.82	\$ -	\$ 85,500.00	\$ 85,500.00	\$ 517,894.82
Cemetery Fund	\$ 18,789.21	\$ 2,500.00	\$ 21,289.21	\$ -	\$ -	\$ -	\$ 21,289.21
McGill Park Fund	\$ 100,000.00	\$ 50,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00
Total Special Revenue Funds	\$ 2,615,823.66	\$ 1,260,900.00	\$ 3,876,723.66	\$ 246,800.00	\$ 512,400.00	\$ 759,200.00	\$ 3,117,523.66
DEBT SERVICE FUNDS							
G. O. Bond/Note	\$ 29,308.50	885,000.00	914,308.50		\$ 885,000.00	\$ 885,000.00	\$ 29,308.50
	\$ -						\$ -
Total Debt Service Funds	\$ 29,308.50	\$ 885,000.00	\$ 914,308.50	\$ -	\$ 885,000.00	\$ 885,000.00	\$ 29,308.50
CAPITAL PROJECT FUNDS							
Capital Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Issue II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Project Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROPRIETARY: ENTERPRISE FUNDS							
Water	\$ 370,648.52	\$ 1,625,500.00	\$ 1,996,148.52	\$ 593,200.00	\$ 1,176,000.00	\$ 1,769,200.00	\$ 226,948.52
Water Connection	\$ 1,335,111.97	\$ 300,000.00	\$ 1,635,111.97	\$ -	\$ 289,400.00	\$ 289,400.00	\$ 1,345,711.97
Water Stability Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer	\$ 1,372,821.19	\$ 1,950,750.00	\$ 3,323,571.19	\$ 538,975.00	\$ 1,344,500.00	\$ 1,883,475.00	\$ 1,440,096.19
Sewer Connection	\$ 2,682,750.80	\$ 500,000.00	\$ 3,182,750.80	\$ -	\$ 500,000.00	\$ 500,000.00	\$ 2,682,750.80
Sewer Rate Stability	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ 1,000,000.00

EXHIBIT III

FUND List All Funds Individually Unless Reported on Exhibit I or II	Estimated Unencumbered Fund Balance 1/1/2020	Budget Year Estimated Receipt	Total Available for Expenditures	Budget Year Expenditures and Encumbrances			Estimated Unencumbered Balance 12/31/2020
				Personnel Services	Other	Total	
Storm Water Fund	\$ 84,267.02	\$ 263,300.00	\$ 347,567.02	\$ 118,650.00	\$ 130,200.00	\$ 248,850.00	\$ 98,717.02
Total Enterprise Funds	\$ 6,845,599.50	\$ 4,639,550.00	\$ 11,485,149.50	\$ 1,250,825.00	\$ 3,440,100.00	\$ 4,690,925.00	\$ 6,794,224.50
Agency Funds							
Meijer Agency	\$ 136,877.69	\$ 2,000.00	\$ 138,877.69	\$ -	\$ -	\$ -	\$ 138,877.69
GreenGate Drive Agency	\$ 306,103.61	\$ 3,000.00	\$ 309,103.61				\$ 309,103.61
Total Agency Funds	\$ 442,981.30	\$ 5,000.00	\$ 447,981.30	\$ -	\$ -	\$ -	\$ 447,981.30

DRAFT

STATEMENT OF PERMANENT IMPROVEMENTS

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

(Section 5705.29. Revised Code)

DESCRIPTION	Estimated Cost of Permanent Improvement	Amount to be Budgeted During Current Year	Name of Paying Fund
Sheriff's Cruiser	\$ 47,000.00	\$ 47,000.00	General
Parks Projects	\$ 50,000.00	\$ 50,000.00	General
Street Trees	\$ 40,000.00	\$ 40,000.00	General
Swimming Pool Capital	\$ 18,000.00	\$ 18,000.00	General
Street Capital Projects	\$ 775,000.00	\$ 775,000.00	General
Buildings and Grounds Projects	\$ 50,000.00	\$ 50,000.00	General
Information Technology Capital	\$ 55,000.00	\$ 55,000.00	General
McGill Park Construction Phase 1	\$ 1,100,000.00	\$ 1,100,000.00	State Capital Projects
Valve Bolt Replacements	\$ 25,000.00	\$ 25,000.00	Water
AMI Upgrades	\$ 300,000.00	\$ 150,000.00	Water/Sewer
Tower Maintenance/Water Breaks	\$ 80,000.00	\$ 80,000.00	Water
Well Rehab	\$ 15,000.00	\$ 15,000.00	Water Connections
TOTAL	\$ 2,555,000.00	\$ 2,405,000.00	

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

ORDINANCE NO. 19-038

**AN ORDINANCE TO SET THE SALARIES OF MEMBERS OF COUNCIL EFFECTIVE
JANUARY 1, 2020**

WHEREAS, Charter of the City allows for salaries of Council to be reviewed and adopted no later than July 1 of each odd number year; and

WHEREAS, the salaries for the Council members, President and Vice President of Council need to be established for the period January 1, 2020 through December 31, 2021; and

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

Section 1: That the salary of the President of Council be and hereby is set at \$7,251.00 per year, effective January 1, 2020 through December 31, 2021 to be paid in monthly installments of \$604.25.

Section 2: That the salary of the Vice President of Council be and hereby is set at \$6,921.00 per year, effective January 1, 2020 through December 31, 2021 to be paid in monthly installments of \$576.75.

Section 3: That the salaries of the members of Council be and hereby is set at \$6,592.00 per year effective January 1, 2020 through December 31, 2021 to be paid in monthly installments of \$549.33 per month.

Section 4: That Council members are eligible to enroll in or opt-out of single coverage in the City's Medical/Hospitalization plan at the same terms, conditions, and requirements as full time employees of the City.

Section 5: That Council members are eligible to purchase through payroll deduction dental and vision care through the City's plan.

Section 6: That Council members will have their Ohio Public Employees Retirement System "employee" contribution picked up and paid by the City at a tax deferred basis by the "fringe benefit method" as permitted by the Internal Revenue Code Section 414(h)(2).

Section 7: 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

ORDINANCE NO. 19-039

AN ORDINANCE TO SET THE SALARY AND FRINGE BENEFITS OF THE MAYOR EFFECTIVE JANUARY 1, 2020

WHEREAS, Charter of the City allows for salaries of elected officials to be reviewed and adopted no later than July 1 of each odd number year; and

WHEREAS, the salary and fringe benefits of the Mayor needs to be established for the period of January 1, 2020 through December 31, 2021;

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

Section 1. That the salary of the Mayor be and hereby is set at \$98,382.70 per year effective January 1, 2020 through December 31, 2020 to be paid in biweekly installments on the schedule of all other employees of the City.

Section 2. That the salary of the Mayor be and hereby is set at \$100,842.27 per year effective January 1, 2021 through December 31, 2021 to be paid in biweekly installments on the schedule of all other employees of the City.

Section 3. That the Mayor shall be eligible to enroll in or opt-out of single or family coverage in the City's Medical/Hospitalization plan, dental plan, vision plan and life insurance benefit plan on the same terms, conditions, and requirements as full-time employees of the City.

Section 4. That the Mayor shall receive a travel allowance of \$500 per month to compensate for use of his or her personal vehicle in the conduct of City business.

Section 5. 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