

# Canal Winchester

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



## Meeting Agenda

**December 16, 2019**

**7:00 PM**

### City Council

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

- A. Call To Order
- B. Pledge of Allegiance - Walker
- C. Roll Call
- D. Approval of Minutes

[19-054](#) Minutes 12-2-19 Work Session ([Minutes](#))

[19-055](#) Minutes 12-2-19 Full Council ([Minutes](#))

- E. Communications & Petitions

[19-101](#) Madison Township Police Department - Chief Gary York ([November 2019 Statistics](#))

- F. Public Comments - Five Minute Limit Per Person

- G. RESOLUTIONS

[RES 19-030](#) A Resolution to Approve the Distribution of 2020 Bed Tax Grant Funds  
*Finance* ([Resolution, Exhibit A](#))  
- Adoption

[RES 19-031](#) A Resolution Approving the Mayor's Appointment of Joe Wildenthaler to  
*Mayor* Serve a Three Year Term as a Member of the Personnel Board of Review  
Expiring on December 31, 2022 ([Resolution](#))  
- Adoption

- H. ORDINANCES

*Tabled*

*Third Reading*

[ORD 19-063](#) An Ordinance Authorizing the Mayor and Clerk to Accept and Execute the  
*Development* Plat for Villages at Westchester Section 13, Phase 2 ([Ordinance, Exhibit A, Exhibit B](#))  
*Sponsor: Lynch* - Adoption

[ORD 19-065](#) An Ordinance to Authorize the Mayor to Enter into an Agreement with  
*Finance* the Canal Winchester Historical Society for the Period January 1, 2020  
*Sponsor: Lynch* Through December 31, 2022 ([Ordinance, Exhibit A](#))  
- Adoption

[ORD 19-066](#) An Ordinance to Authorize the Mayor to Enter into a Health Services  
*Finance* Contract with Franklin County Public Health ([Ordinance, Exhibit A](#))  
*Sponsor: Bennett* - Adoption

[ORD 19-067](#)

Finance

Sponsor: Bennett

An Ordinance to Authorize the Mayor to Enter into an Agreement for Legal Services with Frost, Brown, Todd, LLC for the Period January 1, 2020 Through December 31, 2021 ([Ordinance, Exhibit A](#))

- Adoption

[ORD 19-069](#)

Finance

Sponsor: Amos

An Ordinance for the 2020 Appropriations ([Ordinance, Exhibit A](#))

- Adoption

[ORD 19-070](#)

Finance

Sponsor: Bennett

An Ordinance to Establish City Employee Salary Ranges ([Ordinance, Exhibit A](#))

- Adoption

Second Reading

**First Reading**[ORD 19-071](#)

Development

An Ordinance to Authorize the Mayor to Enter into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC  
***If moved from work session to full council, then first reading only***  
([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

-

[ORD 19-072](#)

Development

An Ordinance to Authorize the Mayor to Accept Three Parcels of Land From Crossroads Christian Life Center and Dedicating 1.784 Acres of Such Land as Road Right of Way for Public Use and Accepting Such Improvements to be Known as Bigerton Bend ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D](#))

- First Reading Only

**I. Reports**

Mayor's Report

[19-110](#)Report ([Mayor's Report](#))

Fairfield County Sheriff

[19-111](#)Report ([Report](#))

Law Director

Finance Director

[19-112](#)Finance Report ([Report](#))

Public Service Director

[19-113](#)Public Services Report ([Report](#))

Development Director

**J. Council Reports**

*Committee of the Whole - Monday, December 30, 2019 at 6 p.m. (If Needed)*

*Work Session/Council and Swearing-in Ceremony- Monday, January 6, 2020 at 6 p.m.*

*Conversation with Council Informal Meeting - Tuesday, January 14, 2020 at 7 p.m., at the Community Center*

*Work Session/Council - Tuesday, January 21, 2020 at 6 p.m.*

*CW Human Services - Mr. Lynch*

*CWICC - Mr. Clark*

*CWJRD - Mr. Bennett/Mrs. Amos*

*Destination: Canal Winchester - Mr. Walker*

**K. Old/New Business****L. Adjourn to Executive Session (if necessary)****M. Adjournment**

# Canal Winchester

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



## **Meeting Minutes - Draft**

**December 2, 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 At 6:00 pm

B. Roll Call

***Present 6 – Amos, Bennett, Clark, Coolman, Lynch, Walker***

***Motion to excuse Jarvis made by Bennett; seconded by Lynch  
Motion carried by the following vote:***

***Yes 6 – Bennett, Lynch, Amos, Clark, Coolman, Walker***

C. Also In Attendance

*Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson*

D. Request for Council Action

**RES 19-027**

*Development*

A Resolution Approving the Mayor's Appointment of Bill Christensen to Serve a Four Year Term as a Member of the Planning and Zoning Commission Expiring on December 31, 2023 ([Resolution](#))

*- Request to move to full Council*

Haire stated this is to re-appoint Bill Christensen to the Planning and Zoning Commission; he has served for over twenty years and we would like to continue his appointment.

***Motion to move RES 19-027 to full council made by Clark; seconded by Bennett***

***Motion carried by the following vote:***

***Yes 6 – Clark, Bennett, Amos, Coolman, Lynch, Walker***

**RES 19-028**

*Development*

A Resolution Approving the Mayor's Appointment of Brad Richey to Serve a Four Year Term as a Member of the Planning and Zoning Commission Expiring on December 31, 2023 ([Resolution](#))

*- Request to move to full Council*

Haire stated this is to re-appoint Brad Richey to the Planning and Zoning Commission; he is just finishing his first term and is an executive with Turner Construction has a lot to offer to the commission.

***Motion to move RES 19-028 to full council made by Bennett; seconded by Lynch***

***Motion carried by the following vote:***

***Yes 6 – Bennett, Lynch, Amos, Clark, Coolman, Walker***

**RES 19-029**

*Development*

A Resolution Approving the Mayor's Appointment of Roger White to Serve a Four Year Term as a Member of the Landmarks Commission Expiring on December 31, 2023 ([Resolution](#))

*- Request to move to full Council*

Haire stated this is to re-appoint Roger White to the Landmarks Commission; he is a long term Canal Winchester resident and has served about sixteen years on the commission.

***Motion to move RES 19-029 to full council made by Coolman; seconded by Lynch***

***Motion carried by the following vote:***

***Yes 6 – Coolman, Lynch, Amos, Bennett, Clark, Walker***

**ORD 19-071**

*Development*

An Ordinance to Authorize the Mayor to Enter Into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC ([Ordinance, Exhibit A](#))

*- Request to move to full Council*

Haire stated this ordinance is to authorize the Mayor to enter into an agreement to purchase 45 East Waterloo Street, the former Bob McDorman automotive museum, for municipal purposes; it is 1.29 acres and a 23,739 square foot building. Our intent is to re-locate the municipal offices, the community center, and the council chambers for meetings; it also has space for another tenant of a complementary use of about 8,000 square feet. This space will allow for growth and also solve current space issues. We are out of office space in the current municipal building, lack of storage space for documents and having to store off-site and transport back and forth, there are a number of security issues with the Clerk of Courts transporting payments and documents, and providing adequate parking for residents seeking municipal services. We are in contract to purchase the parcel for \$2.4 million dollars; this includes a clause for seller financing for a ten year term at 4%, we would make forty quarterly payments of \$73,093. We entered into contract on August 16, 2019 and we brought this before you in executive session a number of times to discuss details; had a ninety day due diligence period and conducted an alta survey, consulted an architect for preliminary space layout and design; we have a concept of how the space will be used (see diagram and display board) for planning and budgeting purposes at this point. Intention in future is to enter into a design build contract to build out the space; we would then obtain a total price for construction and renovations for the building. We have built into the contract another ninety days to gain council approval and projected to close on February 12, 2020, so there is time for discussions. Also, the seller included a clause that requires building to be named the Bob McDorman building. We have looked at the need to expand over the past few years; this has been in our CIP for the past ten years and a placeholder for six million dollars; we worked with an architect to determine our current needs for space and allow space for future growth; acquiring this building solves some immediate issues, but also keeps us in the heart of the city, the downtown area, and we felt this was important. Also looked at option to expand the current municipal building, but it would solve some issues but not all of the issues we currently have; looked at constructing a 3,000 square feet addition on the rear parking lot, it would have added a council chamber and approximately six additional offices; but budget wise it would have been quite costly to do; it would not have solved the issues of repairing the community building that is aging and not efficient in its layout, nor would it have resolved the space issues with the sheriff's department. If we want a greater policing presence there is nowhere to put the officers for their operations; they could possibly move into the current municipal building or the current town hall; still to be determined.

Amos clarified that CIP means capital improvement plan. Amos asked if the price was negotiated or if it was an original offer; Haire replied they met with Mrs. McDorman and the trustee for Bob McDorman

Real Estate several times to discuss pricing and options for the purchase; this was the offer we made after many meetings and where we needed to be in terms of pricing. Amos asked what the initial listed price was; Haire replied it was initially listed for sale at \$3.2 million dollars; Amos asked about the community center space and if it can still be rented out and is the space the same size; Haire replied it is the same foot print in space but it will be divided differently and more efficient use of a large space; Amos asked about the possible tenant for the 8,000 square foot space; Haire replied they have discussed it with a potential tenant, but cannot disclose it at this time. Lynch asked when Haire could disclose this information; Haire replied the potential tenant needs to gain board approval to move forward; Lynch asked how long this will take; Haire replied he does not know, but hopefully before February 12. Lynch asked about the original asking price of \$3.2 million and where did that number come from; Haire replied that Mrs. McDorman approached the city about purchasing the property before it was listed for sale, because Bob McDorman had wanted to give the city the first right to purchase the property; the initial price was done by an appraiser, the Robert Weiler Company, before it was put up for sale; apparently Mr. McDorman wanted the city to have the first right of purchase on the building if and when it came to that; first offer to the city was at the appraised value of \$3.2 million dollars. Lynch asked if any other appraisals have been done; Haire replied no; Lynch stated this would be a prudent thing to do; Haire replied he doesn't know if the result would change in our favor, we are in contract for approximately \$101 per square foot, which is a fairly low purchase price, if building a new building the shell construction could run approximately \$120+ per square foot and this would not include the cost of the land or any site amenities for that new construction.

Lynch commented that he is trying to put the numbers together including land, utilities, amenities, etc. and trying to get a number as to what that would all cost; Haire replied it would depend on the land site and he stated we looked at land sites over the years and wanted to stay downtown, but could not find viable options as far as acreage space for the building and parking; started looking at Groveport Road areas and Gender Road areas but did not find viable options; Lynch said he is trying to come up with a ballpark number for comparison; Haire stated he could not give a ballpark number for site development because there are too many variables to consider in cost, such as cost of land, site development, soil, environmental issues, parking lot, amenities, etc. Amos asked about the bidding for design of the building; Haire stated they would invite companies to bid that meet the qualifications to do the work, to do a design-build, we put them through an interview process, have to be cautious with the developer, ask them to develop the guaranteed maximum price as part of the contract, there is a risk involved, a bond has to be put into place and the bidder needs to be bondable for the entire project. Lynch asked about budget numbers for interior construction; Haire replied the initial estimate is around \$2 million dollars, conservatively, that includes some items that may or may not be necessary, will look at plans where we can achieve cost savings and get that number down lower, that number is a rough estimate, there are exterior renovations that will need to be done to make the building not look like a garage, the front drive-thru canopy, a central corridor, grade changes, add a rear vestibule, create same look in front and back, open up windows for natural light into space.

Lynch asked about potential tenant picking up some costs and would that bring down the renovation costs; Haire said yes, whoever occupies that space would be responsible for the renovation costs of that space and those renovations would become property of the city if the tenant leaves; in the future the city could occupy the entire building; it is all up for negotiation. Walker asked what is the plan if there is another recession; Haire responded this building is seller financed, I believe we have a debt rolling off this year that is approximately the same as what we would spend, would issue debt for the renovation costs.

Jackson stated there is a portion of the 2019 budget that will become available after this year. Bennett asked about relocated the community center; Haire stated the intention is to relocate the community center into the west end of the building, the existing community center would be demolished and converted into public parking, plan to add approximately 60-70 parking spaces. Amos clarified the renovation would be done for the new community center space before demolishing the current building; Haire replied yes. Bennett asked about the parking construction and demolition costs; Haire said yes there is a cost for to do this, generally \$250,000 for both, would have to do environmental reviews for asbestos, etc., building was constructed in the 1980s so should not be asbestos.

Bennett asked about debt issuance and that it does not mean tax levy; Jackson said no. Bennett asked about the total debt issuance for this and McGill Park; Jackson stated we do not have enough numbers yet to state a number, would be using the general fund; Bennett asked if we have the resources to pay these debts; Jackson stated yes, we are financially in a good position to take on this debt; Bennett asked about operating expenses and that staff has done a good job of building up the funds to take on a large project like this and not ask taxpayers for additional funds. Clark asked about the sprinkler system and what is required; Haire replied currently the building does not have fire suppression system in it, building code allows you to separate different areas with fire walls, looking at how it can be done with fire walls, cost savings to not install sprinkler system; Clark asked about the HVAC system; Haire replied the only A/C is in the front office and large fans to circulate the air, we would need to add HVAC systems, need to look at the physical sites for the condensing units on the ground, this cost is factored into the \$2 million renovation costs, on a good note the building has plenty of electrical outlets. Walker asked if the tenant would share in the cost to upkeep the asphalt; Haire replied it is a public lot and used to be Canal Kitchen, sold parcel to McDorman to make it parking in the back and city maintains those.

Walker asked about the potential for more parking in front; Haire replied they reviewed different options and would not change the current parking scheme in the front of the building, believes residents coming to do business will likely park in back and enter through the rear entrance. Coolman asked what time frame are we looking at regarding occupancy and when would renovations start; Haire stated he does not have a date yet, depends on final city authorizations, getting the design plan, can't solicit contractors yet, if authorization is done in February, then possibly a summer start on renovations and to build it out the interior might be about 4-5 months to complete. Lynch asked about the CIP and budgeting about six million dollars for a new building, said he is trying to put numbers together to compare, and he is at about \$5 million dollars; Haire replied this building is much larger in square footage and solves more issues. Lynch asked how big is the current building; Haire replied it is just over 3,000 square feet; Lynch commented about the idea to add 3,000 the current building; Haire replied it would not work well because the building is bi-level, have to build out into Stradley Park, use the green space in back of park; these renovations would not have included the senior center issues. Amos asked how long the building has been vacant; Haire replied since 2017.

Amos asked about any other interest from other buyers; Haire talked to two other interested parties but they could not justify the price. Clark asked about a cost comparison to build it out and how much rent you would need to get for downtown; Haire said people looked at the space to build it out for multiple tenant space and split up the space into vanilla boxes, put in utilities, restrooms, but user would have to pay costs to finish the space; would have to justify those costs and possible rents necessary; a medical officer looked at it and could not make it work. Amos asked if there is something for the public to look at; there was a poster size diagram displayed in the town hall and Peoples had a diagram to show on the TVs

for the public to see; Haire described the parts of the diagram, the potential renovations and use of the space for a new council meeting space, central corridor running front to back, municipal offices, clerk of courts space, a waiting area for sheriff deputies and inmates, area for planning and zoning plan review, large and small conference rooms, cubicle spaces, restrooms, IT server space, mechanicals and the new community center space. Amos asked about the intention for future tenant to use the same entrances; Haire replied yes it would be shared entrances.

Walker asked about the circle sketched on the diagram; Haire replied it is a placeholder for some kind of focal décor. Lynch commented about comparison numbers and what is the cost per square foot to build a new office building; Haire replied approximately \$200 per square foot, but it depends on your finishes, such as choice of flooring, etc., mechanicals are essentially the same cost. Walker asked about the cost of a sprinkler system if it is needed; Haire replied it would be approximately \$200,000 or more, the building already has a fire alarm system. Lynch asked if Mrs. McDorman is set on the price of \$2.4 million; Haire replied we are in contract for that price; Lynch estimates the price for square foot may be about \$216 for 16,000 square feet of space, asked how this compares with new construction, plus the 8,000 square feet of rentable space; Haire replied you need to factor in the cost of the land and cost of the parking spaces that are already completed. Bennett asked Mayor Ebert about the initial offer from Mrs. McDorman; Mayor said he didn't know what to expect, but within a week she took us up on it; Haire commented it is 25% less than her asking price; Mayor said he knows Bob McDorman wanted the city to have the building, Mayor says Bob planned on being in the building for ten years and then transfer it. Lynch said original asking price was approximately \$140 per square foot. Amos asked are we asking for this to be accelerated in anyway...we want three full reads, correct; Haire replied that is correct. Haire commented there is time built in for more discussion.

Bennett asked about having time, do we want to move it to full council tonight or do we want to schedule a public input meeting, what is the will of the group? Clark responded he would like to see a public hearing, possibly table it here and put off first reading, give time for a public hearing, January 14 is our town hall meeting to discuss informally with community. Walker commented we would typically have a public hearing; Jackson responded that it would need to be a public meeting, not a public hearing. Amos stated it is obviously of interest to the community, thank you all for being here. Lynch commented it would be great to have a public meeting...have it after holidays possibly; timing of the public meeting was discussed by several council members; want to give community time to engage with this topic and have input. Walker asked Hollins to clarify the parliamentary procedure they should follow; Hollins basically replied they could table it in work session tonight, then on December 16 hold the work session and public hearing. Discussion ensued and a decision was made to schedule the meetings on December 16 as work session at 6:00 pm, public meeting at 6:30 pm (but while still officially in the work session) and council meeting at 7:00 pm. Bennett asked Hollins what action does council need to take tonight; Hollins replied it would be appropriate to table it since it is on the agenda; also do you want to set a formal notice about what you want to do on December 16; general response from council members, that yes, they want to set a public meeting for December 16 at 6:30; Hollins commented that the public meeting will be a part of work session to give council the opportunity to un-table the ordinance, if so desired, and move it to full council, if so desired. Walker asked if there was any further discussion; asked for a motion to table ORD 19-071.

***Motion to table ORD 19-071 made by Bennett; seconded by Lynch***

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***Motion carried by the following vote:***

***Yes 6 – Bennett, Lynch, Amos, Clark, Coolman, Walker***

**E. Reports**

*Matt Peoples – Public Service Director’s Report*

In addition to his written report, Peoples stated the railroad crossing work will require a road closure and will have a message board to give awareness to drivers.

*Lucas Haire – Development Director’s Report*

In addition to his written report, Haire stated Kroger is nearing completion of their renovations and will have a ribbon cutting; the Bigerton Bend extension is almost completed, will have an ordinance for the next meeting.

*Amanda Jackson – Finance Director’s Report*

In addition to her written report, Jackson stated she has 19 applications for the bed tax grants, will need two council members to assist in reviewing the applications; Walker and Lynch will assist.

**F. Items for Discussion**

**G. Old/New Business**

**H. Adjournment**

***Motion to adjourn made by Lynch; seconded by Bennett  
Motion carried by the following vote:***

***Yes 6 – Lynch, Bennett, Amos, Clark, Coolman, Walker  
Adjourned at 7:10 pm***

# Canal Winchester

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



## Meeting Minutes - Draft

December 2, 2019

7:00 PM

### City Council

*Bruce Jarvis – President*

*Mike Walker – Vice President*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Mike Coolman*

*Patrick Lynch*

A. Call To Order At 7:15 pm

B. Pledge of Allegiance - Lynch

C. Roll Call

*Present 6 – Amos, Bennett, Clark, Coolman, Lynch, Walker*

*Motion to excuse Jarvis made by Lynch; seconded by Bennett  
Motion was carried by the following vote:*

*Yes 6 – Lynch, Bennett, Amos, Clark, Coolman, Walker*

D. Approval of Minutes

[MIN 19-052](#)

11-18-19 Work Session Minutes ([Minutes](#))

*Motion to approve minutes from 11-18-19 for work session made by Amos;  
seconded by Coolman*

*Motion carried by the following vote:*

*Yes 5 – Amos, Coolman, Bennett, Clark, Lynch,  
Abstain 1 - Walker*

[MIN 19-053](#)

11-18-19 Council Minutes ([Minutes](#))

*Motion to approve minutes from 11-18-19 for full council made by Lynch;  
seconded by Clark*

*Motion carried by the following vote:*

*Yes 5 – Lynch, Clark, Amos, Bennett, Coolman,  
Abstain 1 - Walker*

E. Communications & Petitions

Derek Robinson, Madison Township Fire Chief stated he would submit statistics this week to the Clerk; the statistics indicate Madison Fire, EMS 579, Fire 150; Groveport EMS 70, Fire 224. There was one incident of Narcan administration in the Canal Winchester district, by Madison Township Fire personnel in November. He said the fire department will be transporting Santa Claus in the light parade on December 6, and delivering Santa Claus to Stradley Place on December 7. The Madison Township Santa Parade will take place December 14, beginning at 1:30 pm and doors will open at Groveport Madison Middle School North at 2:00 pm.

F. Public Comments - Five Minute Limit Per Person

Randy Stemen, a Canal Winchester resident, stated we found out about the McDorman building purchase four days ago and we scrambled to do something; it should be put off so the public can speak; he has a petition signed by about 85 people (petition submitted to Clerk), glad it was placed on hold and will be having a public meeting. He read the petition and it states, we the citizens of the City of Canal Winchester urge our members of Council to table Ordinance 19-071 until a series of public meetings can be held. The purpose of these meetings is to discuss with the citizens financial considerations, current site suitability,

and procedure to locate and compare alternate sites within the city boundaries; it has about 85 signatures. On behalf of myself, speaking for just me, in my experience it would be normal and proper procedure to conduct a feasibility study for a purchase of this size; a study such as this should include community participation, assess community needs of the facility, what are the short comings, review options for replacing existing facilities, comparing cost to building new, exploring funding strategies for constructing and maintaining the building, and studying the level of community support. He suggests a series of public meetings and press releases to give everybody chance to give input; and only after all of that, possibly agree to a purchase. He asked question regarding the \$2 million dollar estimate and if it is a detailed estimate? Walker responded that this is not a time for answering questions; Mr. Stemen said that is his question at this time.

Cindi Lynch, a Canal Winchester resident, stated she has heard the biggest request from citizens is safety, and how much police force to we need to cover this city; her concern is that we are budgeting for a large purchase, but we need to look at this to provide more police coverage; look at this in tandem, not separately; need to cover in the budget the safety issues that people keep saying they want.

Mike Redman, a Canal Winchester resident, stated this is a large amount of funds to put out, feels city is over paying for building; are we asking the citizens what the priority is for these funds; been seeing Madison Township in the neighborhood in recent months, glad to see them around, we are paying for it and expect those services.

## G. RESOLUTIONS

### RES 19-027

*Development*

A Resolution Approving the Mayor's Appointment of Bill Christensen to Serve a Four Year Term as a Member of the Planning and Zoning Commission Expiring on December 31, 2023 ([Resolution](#))

*- Adoption*

***Motion to adopt RES 19-027 made by Clark; seconded by Coolman  
Motion carried by the following vote:***

***Yes 6 - Clark, Coolman, Amos, Bennett, Lynch, Walker***

### RES 19-028

*Development*

A Resolution Approving the Mayor's Appointment of Brad Richey to Serve a Four Year Term as a Member of the Planning and Zoning Commission Expiring on December 31, 2023 ([Resolution](#))

*- Adoption*

***Motion to adopt RES 19-028 made by Bennett; seconded by Amos  
Motion carried by the following vote:***

***Yes 6 – Bennett, Amos, Clark, Coolman, Lynch, Walker***

### RES 19-029

*Development*

A Resolution Approving the Mayor's Appointment of Roger White to Serve a Four Year Term as a Member of the Landmarks Commission Expiring on December 31, 2023 ([Resolution](#))

*- Adoption*

***Motion to adopt RES 19-029 made by Coolman; seconded by Lynch  
Motion carried by the following vote:***

**Yes 6 – Coolman, Lynch, Amos, Bennett, Clark, Walker****H. ORDINANCES***Tabled**Third Reading***ORD 19-060***Development**Sponsor: Amos*

An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Canal Winchester Hotels, LLC ([Ordinance](#))

*- Adoption*

***Motion to adopt ORD 19-060 made by Amos; seconded by Lynch  
Motion carried by the following vote:***

***Yes 6 – Amos, Lynch, Bennett, Clark, Coolman, Walker***

An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Winchester Office Park, LLC ([Ordinance](#))

*- Adoption*

***Motion to adopt ORD 19-061 made by Coolman; seconded by Walker  
Motion carried by the following vote:***

***Yes 6 – Coolman, Walker, Amos, Bennett, Clark, Lynch***

An Ordinance to Authorize the Mayor to Enter Into the Facility Use Agreement with the Canal Winchester Joint Recreation District ([Ordinance, Exhibit A](#))

*- Adoption*

***Motion to adopt ORD 19-062 made by Bennett; seconded by Lynch  
Motion carried by the following vote:***

***Yes 6 – Bennett, Lynch, Amos, Clark, Coolman, Walker****Second Reading***ORD 19-063***Development**Sponsor: Lynch*

An Ordinance Authorizing the Mayor and Clerk to Accept and Execute the Plat for Villages at Westchester Section 13, Phase 2 ([Ordinance, Exhibit A, Exhibit B](#))

*- Second Reading Only**Lynch stated second reading only.***ORD 19-064***Development**Sponsor: Clark*

An Ordinance Approving the Final Development Plan for Outlot 4 Identified in the Meijer Outparcel Development Pattern Book ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

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

*Clark motioned to suspend the rules and waive the third reading. Amos asked the reason for the waiving of the third reading; Haire responded the contractor has to close on the property and needs to gain approval*

before closing; they made the request at the last meeting and council agreed.

**Motion to suspend rules and waive third reading for ORD 19-064 made by Clark; seconded by Coolman**

**Motion carried by the following vote:**

**Yes 6 – Clark, Coolman, Amos, Bennett, Lynch, Walker**

**Motion to adopt ORD 19-064 made by Clark; seconded by Coolman**

**Motion carried by the following vote:**

**Yes 6 – Clark, Coolman, Amos, Bennett, Lynch, Walker**

**ORD 19-065**

Finance

Sponsor: Lynch

An Ordinance to Authorize the Mayor to Enter Into an Agreement with the Canal Winchester Historical Society for the Period January 1, 2020 Through December 31, 2022 ([Ordinance, Exhibit A](#))

- Second Reading Only

Lynch stated second reading only.

**ORD 19-066**

Finance

Sponsor: Bennett

An Ordinance to Authorize the Mayor to Enter Into a Health Services Contract with Franklin County Public Health ([Ordinance, Exhibit A](#))

- Second Reading Only

Bennett stated second reading only.

**ORD 19-067**

Finance

Sponsor: Bennett

An Ordinance to Authorize the Mayor to Enter Into an Agreement for Legal Services with Frost, Brown, Todd, LLC for the Period January 1, 2020 Through December 31, 2021 ([Ordinance, Exhibit A](#))

- Second Reading Only

Bennett stated second reading only.

**ORD-19-068**

Finance

Sponsor: Coolman

An Ordinance to Amend the 2019 Appropriation Ordinance #18-040, Amendment #7 ([Ordinance, Exhibit A](#))

- Second Reading Only

Coolman motioned to suspend rules and waive the third reading. Amos asked the reason for the waiving of the third reading; Jackson responded the water and sewer departments need the funds for sludge removal and chemicals for the water plant prior to the next meeting.

**Motion to suspend rules and waive third reading for ORD 19-068 made by Coolman; seconded by Amos**

**Motion carried by the following vote:**

**Yes 6 – Coolman, Amos, Bennett, Clark, Lynch, Walker**

Lynch clarified this appropriation is just for five line items and not the full budget; Jackson stated this is just an appropriation amendment, not the 2020 appropriations.

**Motion to adopt ORD 19-068 made by Coolman; seconded by Amos**

**Motion carried by the following vote:**

**Yes 6 – Coolman, Amos, Bennett, Clark, Lynch, Walker****ORD 19-069***Finance**Sponsor: Amos*An Ordinance for the 2020 Appropriations ([Ordinance, Exhibit A](#))  
- *Second Reading Only**Amos stated second reading only.***ORD 19-070***Finance**Sponsor: Bennett*An Ordinance to Establish City Employee Salary Ranges ([Ordinance, Exhibit A](#))*- Second Reading Only**Bennett stated second reading only.****First Reading*****ORD 19-071***Development*An Ordinance to Authorize the Mayor to Enter Into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC ([Ordinance, Exhibit A](#))*- First Reading Only**Hollins stated ORD 19-071 was not forwarded from work session, therefore it is withdrawn from this full council agenda.***I. Reports***Mayor's Report**Mayor Ebert stated he did not have a written report tonight, but will answer any questions. Coolman asked when Scramblers will open; Haire responded it should be anytime now.**Fairfield County Sheriff**Sgt. Hendershot reported some statistics; Lynch asked about the issuance of Narcan the frequency; Hendershot responded it depends if the fire department has responded first, use of Narcan has increased; comments from Chief Robinson, Madison Township Fire Chief, in the audience. Coolman asked about comparison of statistics of use with other jurisdictions that you have access to, such as Lancaster; Hendershot replied the population size is too different.**Law Director**Hollins stated he is following the opioid settlement negotiations and he will provide more information as it becomes available. He does not have a need for executive session tonight. Panda Express is under administrative appeal, and he may have more information by the next council meeting.**Finance Director***19-107**Finance Director's Report ([Report](#))*Public Service Director***19-108**Public Services Director's Report ([Report](#))*Bennett asked Peoples about the water quality last week, and why it was salty tasting; Peoples stated there was a valve stuck open, and it allowed a salt brine to flow into water system, it has now been fixed and is being monitored; Bennett asked how the city was alerted to the issue; Peoples responded they sent alerts to web request system, it is food grade salt, but would be very salty tasting.**Development Director*

19-109Development Director's Report ([Report](#))

Haire stated there is an update that the Skelton Truck Lines proposal for a warehouse will have hearing at next Planning and Zoning meeting; they also will review variance requests from Friendship Kitchen to be located at Gender Road and Trillium Drive. Lynch asked about the job creation with the warehouse; Haire replied about 40 new jobs. Amos asked who parent company of Friendship Kitchen is; Haire replied it is Friendship Food stores and mostly located along Lake Erie cities.

**J. Council Reports**

Work Session/Council - Monday, December 16, 2019 at 6 p.m.

Committee of the Whole (If Needed) - Monday, December 30, 2019 at 6 p.m.

Work Session/Council - Monday, January 6, 2020 at 6 p.m.

Jackson stated this meeting will be the swearing-in of newly elected council members and mayor, plus an organizational meeting to appoint members to various boards and committees.

CW Human Services - Mr. Lynch

CWICC - Mr. Clark

CWJRD - Mr. Bennett/Mrs. Amos

Destination: Canal Winchester - Mr. Walker

**K. Old/New Business**

Amos stated a big thank you to the city public services staff for their assistance for the Christmas in the Village festival. Peoples added the historical society will be selling the old street signs for \$20 each at the festival. Lynch attempted to provide answers to the three residents who spoke during the public forum. Discussion ensued regarding these questions and answers.

**L. Adjourn to Executive Session (if necessary)****M. Adjournment**

**Motion to adjourn made by Lynch; seconded by Bennett  
Motion carried by the following vote:**

**Yes 6 – Lynch, Bennett, Amos, Clark, Coolman, Walker  
Adjourned at 8:15 pm**

Patrol Summary Per Shift - Canal Winchester

A Company Summary			B Company Summary			C Company Summary		
Nature	Total	Per Day	Nature	Total	Per Day	Nature	Total	Per Day
Dispatched Calls		0	Dispatched Calls		0	Dispatched Calls		0
Pickup Calls	3	0.098619	Pickup Calls	21	0.690335	Pickup Calls	13	0.42735
Multi-Unit Calls		0	Multi-Unit Calls		0	Multi-Unit Calls	3	0.098619
Reports		0	Reports	3	0.098619	Reports		0
Community Contacts		0	Community Contacts		0	Community Contacts	4	0.131492
F.I. Cards		0	F.I. Cards		0	F.I. Cards		0
Foot Patrol		0	Foot Patrol	35	1.150559	Foot Patrol		0
Patrol Minutes	664	21.82774	Patrol Minutes	2,305	75.77252	Patrol Minutes	851	27.97502
Business Checks		0	Business Checks	416	13.67521	Business Checks	370	12.16305
Vacation Checks		0	Vacation Checks		0	Vacation Checks		0
Traffic Stops	3	0.098619	Traffic Stops	10	0.328731	Traffic Stops	4	0.131492
Citations	0	0	Citations	6	0.197239	Citations	2	0.065746
Warnings	3	0.098619	Warnings	8	0.262985	Warnings	4	0.131492
Felony Arrests		0	Felony Arrests		0	Felony Arrests		0
OVI Arrests		0	OVI Arrests		0	OVI Arrests		0
Community Events		0	Community Events		0	Community Events		0
Warrant Pickups		0	Warrant Pickups		0	Warrant Pickups		0
Misdemeanor Charges Filed		0	Misdemeanor Charges Filed		0	Misdemeanor Charges Filed		0
Felony Charges Filed		0	Felony Charges Filed		0	Felony Charges Filed		0

11/1/2109-11/30/2019 Canal Winchester Statistics

**RESOLUTION NO. 19-030**

**A RESOLUTION TO APPROVE THE DISTRIBUTION OF 2020 BED TAX GRANT FUNDS**

WHEREAS, the City of Canal Winchester collects funds from the Bed Tax Grant and distributes them in the form of grant money to various local non-profit organizations; and

WHEREAS, interested non-profit organizations make formal application through the Bed Tax grant program on an annual basis; and

WHEREAS, the Bed Tax Grant Committee has reviewed the applications and made recommendations on how these grant funds should be distributed;

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

SECTION 1. That the Council of the City of Canal Winchester approves and authorizes the Finance Director to distribute grant monies in the amounts listed as "Recommended Funding" on the table attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2: That this Resolution shall be in full force and effect from and immediately upon its adoption.

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.

\_\_\_\_\_  
Clerk of Council

**City of Canal Winchester  
Bed Tax Grant Applications**

**Total Grant Fund Balance as of 11/30/19** \$159,926.58

**Fund Balance Commitments (Not Yet Paid Out)**

	<b>CW Historical Society</b>	<b>\$1,000.00</b>
	<b>Destination: Canal Winchester</b>	<b>\$0.00</b>
	<b>Dr. Bender Scholarship</b>	<b>\$0.00</b>
		<b>\$1,000.00</b>

**Fund Balance Available as of 11/30/19** \$158,926.58

**Estimated 2020 Revenue** \$ 150,000.00

**2020 Budget Commitments**

	<b>Destination: Canal Winchester</b>	<b>\$ 75,000.00</b>
	<b>CW Historical Society</b>	<b>\$ 2,000.00</b>
	<b>Dr. Bender Scholarship</b>	<b>\$ 2,000.00</b>
	<b>Bed Tax Grants</b>	<b>\$ 41,000.00</b>
		<b>\$120,000.00</b>

Organization Making Request	2020 Recommended Funding	2020 Amount Requested	Project Description	2019 Award Amt	2019 Report Submitted?	2018 Award Amt
American Cancer Society	\$ 2,000.00	\$ 2,000.00	CW Relay for Life event expenses - facility expenses, food, DJ, etc.	\$ -	N/A	\$ -
Boy Scout Troop 103	\$ 500.00	\$ 1,008.00	Insurance cost for 13 passenger auto used to transport scouts	\$ -	N/A	\$ -
The BrockStrong Foundation	\$ 2,000.00	\$ 2,000.00	Purchase of champions shirts for the BSF Labor Day Baseball Tournament	\$ 1,000.00	Yes	\$ 1,000.00
CW After Prom Committee	\$ 2,000.00	\$ 2,000.00	Inflatables and security for 2020 After Prom	\$ 2,000.00	Yes	\$ 2,000.00
CW Area Historical Society	\$ 2,000.00	\$ 2,000.00	Designing, updating, and printing various Historical Society brochures	\$ 2,000.00	Yes	\$ 1,000.00
CW Art Guild	\$ 2,000.00	\$ 2,000.00	2020 Mural project - purchase, signage, installation, and removal of murals/walking tour map of murals/payment of artists	\$ 1,250.00	Yes	\$ 2,000.00
CW Human Services	\$ -	\$ 1,000.00	Beautification of new sign - purchasing flowers and other needed planting materials	\$ 2,000.00	Yes	\$ 2,000.00
	\$ 1,000.00	\$ 1,000.00	Support of various community events such as: Easter Egg Hunt, Senior Prom, Tools for Schools, Adopt-A-Family, etc.			
CW Joint Recreation District	\$ 1,000.00	\$ 2,000.00	Financial assistance program to help families with payment of programming fees	\$ -	N/A	\$ -
CW Labor Day Festival	\$ 2,000.00	\$ 2,000.00	Advertising for the 100th Annual Canal Winchester Labor Day Festival	\$ 2,000.00	Yes	\$ 2,000.00
CW Lacrosse Association	\$ 1,000.00	\$ 2,000.00	Start up costs for girls' high school program - goals and uniforms	\$ 2,000.00	Yes	\$ -
CW Performing Arts Booster	\$ 2,000.00	\$ 2,000.00	Payment for OMEA judges used for competition during "The Winchester Classic"	\$ 2,000.00	Yes	\$ 1,000.00
CW Senior Citizens Club	\$ 1,300.00	\$ 1,300.00	Veterans Day Celebration 2020 - supplies and advertising for the event	\$ 1,200.00	No*	\$ 1,500.00
Canal Village	\$ 1,000.00	\$ 2,000.00	Provide basic needs and emergency kits to up to 50 older adults	\$ -	N/A	\$ -
Friends for Life Animal Haven	\$ 2,000.00	\$ 2,000.00	Canal Winchester - City Kitty Round Up - Trap-Neuter-Return-Adoption program	\$ 2,000.00	Yes	\$ 1,000.00
Indians Cross Country Boosters	\$ 2,000.00	\$ 2,000.00	The 2020 Dr. Bender 5K Classic - chip timing, race t-shirts, and prizes.	\$ 2,000.00	Yes	\$ 2,000.00
Indians Club	\$ 2,000.00	\$ 2,000.00	Purchase of software, digital sign board, and other expenses related to the creation of a volunteer incentive program at the High School	\$ -	N/A	\$ -
The Learning Spectrum South PTO	\$ 1,000.00	\$ 2,000.00	Purchase of 25 laptops with charging stations for students with autism and other disabilities	\$ -	N/A	\$ -
The Miss Canal Winchester Pageant	\$ 1,500.00	\$ 1,500.00	Expenses for the Queens Luncheon to be held on Labor Day	\$ 750.00	Yes	\$ -
The Rotary Club of Canal Winchester-Groveport Area	\$ 500.00	\$ 1,000.00	The Dictionary Project - purchase of dictionaries for third grade students	\$ -	N/A	\$ -
<b>Total Grants Requested</b>	<b>\$ 28,800.00</b>	<b>\$ 34,808.00</b>		<b>\$ 20,200.00</b>		<b>\$ 15,500.00</b>

\* 2019 report has not been received to date. Due to date of event, report is not due until December 24, 2019.

**RESOLUTION 19-031**

**A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF JOE WILDENTHALER TO SERVE A THREE YEAR TERM AS A MEMBER OF THE PERSONNEL BOARD OF REVIEW EXPIRING ON DECEMBER 31, 2022.**

WHEREAS, the Charter of the Municipality of Canal Winchester, Ohio, Article VII, Section 7.04(E), provides for the establishment of the Personnel Board of Review; and

WHEREAS, the Mayor of the City of Canal Winchester is required to appoint members to the Personnel Board of Review and City Council is required to confirm the Mayor's appointment;

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

Section 1: Joe Wildenthaler shall serve a three year term as a member of the Personnel Board of Review as appointed by the Mayor expiring on December 31, 2022.

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

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_

CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

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

\_\_\_\_\_  
Clerk of Council

**ORDINANCE NO. 19-063**

**AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR VILLAGES AT WESTCHESTER SECTION 13, PHASE 2**

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 Villages at Westchester Section 13, Phase 2, 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 Villages at Westchester Section 13, Phase 2.

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.

\_\_\_\_\_  
CLERK OF COUNCIL



To: Audra DiOrio, CMC, Clerk of Council  
From: Andrew Moore, Planning and Zoning Administrator  
Date: November 13, 2019  
RE: Application FS-19-005

## RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held **November 12, 2019**

**Motion** by Donahue, seconded by Wildenthaler, to recommend to City Council approval of FS-19-005; to consider a Final Subdivision Plat for Villages at Westchester Section 13 Phase 2; for property located at PID: 184-001008. Applicant Keith Smith – Civil & Environmental Consultants, Inc., Owner Grand Communities, Ltd. Voting yes: Bill Christensen; Brad Richey; Mike Vasko; Joe Donahue; Kevin Serna; Joe Wildenthaler. **Motion Carried 6-0.**

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Andrew Moore  
Planning and Zoning Administrator

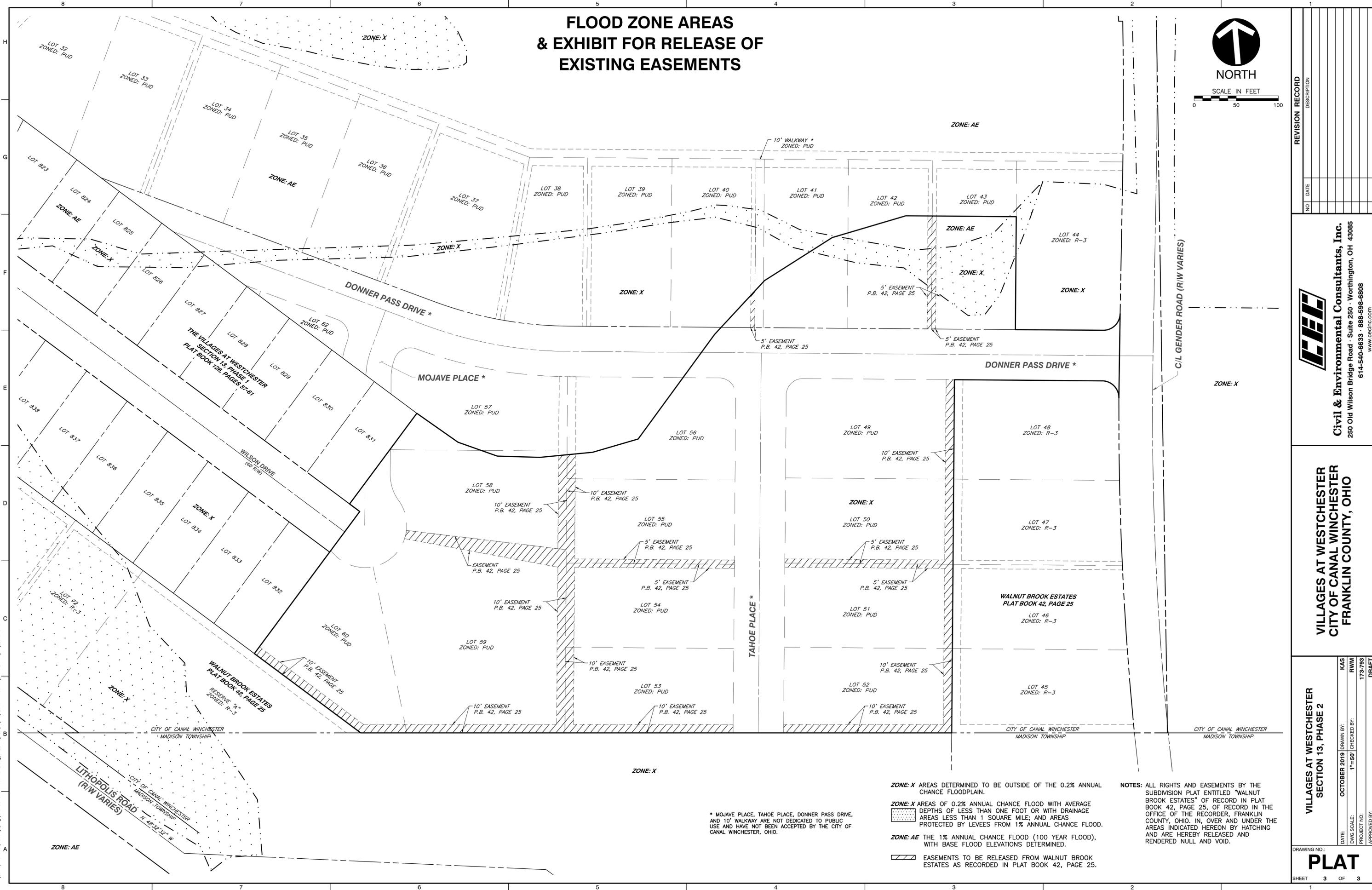
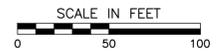




# FLOOD ZONE AREAS & EXHIBIT FOR RELEASE OF EXISTING EASEMENTS



NORTH



NO.	DATE	DESCRIPTION

**CEC**  
**Civil & Environmental Consultants, Inc.**  
 250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085  
 614-540-6633 · 888-598-6808  
 www.cecinc.com

**VILLAGES AT WESTCHESTER**  
**CITY OF CANAL WINCHESTER**  
**FRANKLIN COUNTY, OHIO**

**VILLAGES AT WESTCHESTER**  
**SECTION 13, PHASE 2**

DATE: OCTOBER 2019 | DRAWN BY: KAS  
 DWG SCALE: 1"=50' | CHECKED BY: RWM  
 PROJECT NO: 173-793  
 APPROVED BY: DRAFT

DRAWING NO.: **PLAT**  
 SHEET 3 OF 3

**ZONE: X** AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

**ZONE: X** AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

**ZONE: AE** THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD), WITH BASE FLOOD ELEVATIONS DETERMINED.

**EASEMENTS TO BE RELEASED FROM WALNUT BROOK ESTATES AS RECORDED IN PLAT BOOK 42, PAGE 25.**

**NOTES:** ALL RIGHTS AND EASEMENTS BY THE SUBDIVISION PLAT ENTITLED "WALNUT BROOK ESTATES" OF RECORD IN PLAT BOOK 42, PAGE 25, OF RECORD IN THE OFFICE OF THE RECORDER, FRANKLIN COUNTY, OHIO, IN, OVER AND UNDER THE AREAS INDICATED HEREON BY HATCHING AND ARE HEREBY RELEASED AND RENDERED NULL AND VOID.

\* MOJAVE PLACE, TAHOE PLACE, DONNER PASS DRIVE, AND 10' WALKWAY ARE NOT DEDICATED TO PUBLIC USE AND HAVE NOT BEEN ACCEPTED BY THE CITY OF CANAL WINCHESTER, OHIO.

P:\2017\173-793\Survey\DWG\173793-301-Plat 13-2.dwg/15082-31 LS(10/17/2019 - 10:49 AM) - LP: 10/17/2019 8:49 AM

**ORDINANCE NO. 19-065**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CANAL WINCHESTER HISTORICAL SOCIETY FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2022**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into an agreement with the Canal Winchester Historical Society to establish the financial assistance the City of Canal Winchester shall provide and appropriate participation by the City and reporting by the Historical Society; and

WHEREAS, the City recognizes the unique services provided by the Historical Society to the City and desires to provide assistance to the Historical Society to support its efforts;

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

SECTION 1. That the Mayor be authorized to enter into an agreement with the Canal Winchester Historical Society from the period January 1, 2020 through December 31, 2022 as detailed in Exhibit A and incorporated herein by reference.

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

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_

CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LAW DIRECTOR

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

\_\_\_\_\_  
CLERK OF COUNCIL

## AGREEMENT WITH THE CANAL WINCHESTER AREA HISTORICAL SOCIETY

This Agreement between Canal Winchester Area Historical Society (“Historical Society”) and the City of Canal Winchester (“City”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 201\_.

### WITNESSETH:

WHEREAS, the Historical Society agrees to continue to collect, preserve, maintain, promote, educate, and inventory historical records, data, real and personal property for the Canal Winchester Area to benefit the citizens of Canal Winchester;

WHEREAS, the City recognizes the unique services provided by the Historical Society to the City and desires to provide assistance to the Historical Society to support its efforts;

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

Section 1. In consideration of the services the Historical Society provides to the City, the City agrees to provide financial assistance to the Historical Society up to \$10,000.00 for 2020, 2021, and 2022, in four equal quarterly installments. Said funds to include support for the following (“Permitted Uses”):

- (1) Gas and electric for the Historical Society’s historical complex of \$2,800.00;
- (2) Security and telephone costs for the Historical Society’s historical complex of \$1,200.00;
- (3) Insurance for the Historical Society’s historical complex and museum contents of \$6,000.

The Historical Society agrees funds not used for the Permitted Uses listed in (1) through (3) above, shall be returned to the City’s Finance Director by January 31<sup>st</sup> of the subsequent year unless expenses are used for other uses that are approved by City Council.

The Historical Society agrees to provide quarterly financial statements to the City detailing the use of the funds including, but not limited to, all accounts, revenue sources, including private donations and monies earmarked for specific uses; and proof of payments for Permitted Uses such as invoices and proof of payment.

In order to determine financial assistance the City may provide in future years, the Historical Society shall submit a budget request to Council no later than September 15 before the next fiscal year begins. The budget request shall include such supporting documents from the prior year’s expenses to justify the financial assistance for the requested years. Council, in its discretion, may request additional documentation from the Historical Society to assist in its appropriation amount determined.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first set forth above.

CANAL WINCHESTER AREA HISTORICAL SOCIETY

By: \_\_\_\_\_

CITY OF CANAL WINCHESTER

By: \_\_\_\_\_  
Michael Ebert, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Legal Counsel

Fiscal Officer's Certificate

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

\_\_\_\_\_  
Finance Director, City of Canal Winchester

**ORDINANCE NO. 19-066**

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

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

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of Canal Winchester with Franklin County Public Health for health services to the municipality for the period beginning January 1, 2020 through December 31, 2020 as detailed in Exhibit A and incorporated herein by reference.

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

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LAW DIRECTOR

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

\_\_\_\_\_  
Clerk of Council

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

This contract entered into by and between the City of Canal Winchester (hereafter referred to as "City"), with its principal address being 36 South High Street, Canal Winchester, Ohio 43110, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2020 Public Health Services under the approval of Resolution No. 19-096, dated September 10, 2019.

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

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

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 21, 2019, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

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

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

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

**SECTION 1 – SERVICES**

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

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

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

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

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

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

#### **SECTION 2 – TERM**

Said public health services shall be furnished beginning January 1, 2020 and ending December 31, 2020 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

#### **SECTION 3 – COMMUNICATION**

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

#### **SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES**

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.87.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2020 and 50% of the total contract amount in June 2020 through the

process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor. The sum for 2020 shall not exceed \$78,304.36, notwithstanding any fee established pursuant to the sections set forth below.

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

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

**SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES**

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

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

**SECTION 6 - APPROVAL**

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

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

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

DISTRICT ADVISORY COUNCIL OF THE  
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

\_\_\_\_\_  
Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

\_\_\_\_\_  
Joe Mazzola, MPA Date  
Health Commissioner

THE CITY OF CANAL WINCHESTER, OHIO

\_\_\_\_\_  
Mayor Michael Ebert Date

APPROVED AS TO FORM:

Ron O'Brien  
Prosecuting Attorney  
Franklin County, Ohio

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

\_\_\_\_\_  
City Attorney Date  
City of Canal Winchester, Ohio

**FINANCIAL CERTIFICATE**

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

\_\_\_\_\_  
Fiscal Officer  
City of Canal Winchester, Ohio

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF WORK**

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2020 as set forth below ("Services").

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

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

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

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

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

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

**ORDINANCE NO. 19-067**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2021**

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

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with Frost Brown Todd LLC in the amount \$15,000.00 per month for the period January 1, 2020 through December 31, 2021 for routine services, as detailed in Exhibit "A" attached and incorporated herein by reference.

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

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

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.

\_\_\_\_\_  
CLERK OF COUNCIL

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

This contract for the services between the City of Canal Winchester, an Ohio Municipal Corporation, ("Canal Winchester") and Frost Brown Todd LLC, ("FBT") effective the 1st day of January, 2020.

**WITNESSETH:**

**WHEREAS**, Canal Winchester wishes to engage FBT to perform general legal services for a two (2) year term (calendar years 2020 and 2021).

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

1. **Routine Services.** Except as otherwise provided herein, Canal Winchester agrees to pay Fifteen Thousand Dollars (\$15,000.00) per month for calendar years 2020 and 2021 and FBT agrees to provide the following Routine Services:
  - a. Attending all regular and special Council meetings.
  - b. Attend other board and commission meetings upon the request of the Mayor.
  - c. Draft and/or revise ordinances and resolutions upon request of the Clerk of Council or Mayor.
  - d. Draft routine legal memoranda as requested by the Mayor, staff and/or Council.
  - e. Provide legal advice to City officials as necessary.
  - f. Respond to Mayor and staff inquiries.
  - g. Attend meetings and discussions with City, County, State and Federal officials and other governmental officials.
  - h. Attend meetings with the development community and staff.
  - i. Review and approve all contracts, ordinances, resolutions and any other written documents.
  - j. Prosecution of traffic and criminal matters in Canal Winchester Mayor's Court.
  - k. Attend weekly staff meetings.

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

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

- 2. Complex Litigation.** Complex litigation is defined as major litigation that involves, for example purposes only, significant written or oral discovery, significant motion practice, and attendance at evidentiary hearings before a judge and/or a jury. Complex litigation shall also include Ohio Revised Code Chapter 2506 appeals. The Mayor shall pre-approve rates for complex litigation prior to FBT commencing work on any individual matter. The fee arrangement set for the below in “Additional Projects” shall also apply to “Complex Litigation.”
- 3. Term.** This Agreement shall take effect and be in force from January 1, 2020 through December 31, 2021. However, either Party may terminate this Agreement upon providing thirty (30) days' prior notice of its intent to terminate to the other Party. Subject to the appropriation of funds by City Council, this Agreement shall be automatically renewed for a one (1) year period, unless thirty (30) days' prior notice is provided prior to the date of expiration. If the Agreement is automatically renewed, all rates set forth in this Agreement shall be increased by five percent (5%).
- 4. Miscellaneous Provisions.**

  - a. Additional Projects.** Subject to agreement of both Parties, FBT may undertake Additional Projects which are outside of the scope of Routine Services on a flat fee or hourly basis as agreed upon by the Law Director and the Mayor. For projects that are billed hourly, FBT will offer a discounted hourly rate as negotiated and agreed upon between the Mayor. Fee arrangements for Additional Projects will be negotiated and agreed upon by FBT and the Mayor.
  - b. Applicable Laws.** FBT shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.
  - c. Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following address:

If to Canal Winchester:  
Ms. Amanda Jackson  
Finance Director  
City of Canal Winchester

36 South High Street  
Canal Winchester, Ohio 43110-1213

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

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

purported assignment without the express written consent of the other is void.

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

**IN WITNESS WHEREOF**, the Parties have executed this Agreement.

**FROST BROWN TODD LLC**

**CITY OF CANAL WINCHESTER**

---

Eugene L. Hollins, Member

---

Michael Ebert, Mayor

0128850.0615530 4810-9690-2317v1

**ORDINANCE No. 19-069**

**2020 APPROPRIATIONS ORDINANCE**

**City of Canal Winchester**

(Revised Code Sec. 5705.38)

An ORDINANCE to make final appropriations for Current Expenses and other Expenditures of the City of Canal Winchester State of Ohio, during the fiscal year ending December 31, 2020.

SECTION 1. BE IT RESOLVED by the Council of the City of Canal Winchester, State of Ohio, that, to provide for the current expenses and other expenditures of the said City of Canal Winchester, during the fiscal year ending December 31, 2020, the following sums be and they are hereby set aside and appropriated as follows, viz:

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

<b>Sheriff</b>	100-100		
Operating Expenses		\$ 1,351,000.00	
Capital Outlay		\$ 47,000.00	
Total Sheriff			\$ 1,398,000.00
<b>County Health Department</b>	100-200		
Operating Expenses		\$ 90,000.00	
Total County Health Department			\$ 90,000.00
<b>Human Services</b>	100-201		
Operating Expenses		\$ 63,100.00	
Total Human Services			\$ 63,100.00
<b>Cemetery:</b>	100-202		
Operating Expenses		\$ 2,000.00	
Total Cemetery			\$ 2,000.00
<b>Community Center</b>	100-300		
Personal Services		\$ 89,825.00	
Operating Expenses		\$ 16,400.00	
Capital Outlay		\$ 3,000.00	
Total Community Center			\$ 109,225.00
<b>Parks</b>	100-301		
Personal Services		\$ 244,950.00	
Operating Expenses		\$ 43,500.00	
Capital Outlay		\$ 50,000.00	
Total Parks			\$ 338,450.00
<b>Swimming Pool</b>	100-302		
Operating Expenses		\$ 173,000.00	
Capital Outlay		\$ 42,000.00	
Total Swimming Pool			\$ 215,000.00
<b>Development</b>	100-400		
Personal Services		\$ 345,750.00	
Operating Expenses		\$ 286,200.00	
Capital Outlay		\$ 3,000.00	
Total Development			\$ 634,950.00
<b>Urban Forester</b>	100-410		
Personal Services		\$ 205,200.00	
Operating Expenses		\$ 40,700.00	
Capital Outlay		\$ 45,000.00	
Total Urban Forester			\$ 290,900.00
<b>Mayor</b>	100-500		
Personal Services		\$ 206,450.00	
Operating Expenses		\$ 109,500.00	

Capital Outlay		\$	1,500.00		
Total Mayor				\$	317,450.00
<b>Council</b>	100-501				
Personal Services		\$	170,200.00		
Operating Expenses		\$	39,300.00		
Capital Outlay		\$	3,000.00		
Total Council				\$	212,500.00
<b>Mayor's Court</b>	100-510				
Personal Services		\$	96,375.00		
Operating Expenses		\$	18,400.00		
Capital Outlay		\$	1,500.00		
Total Mayor's Court				\$	116,275.00
<b>Finance</b>	100-520				
Personal Services		\$	248,050.00		
Operating Expenses		\$	44,500.00		
Capital Outlay		\$	1,400.00		
Total Finance				\$	293,950.00
<b>Human Resources</b>	100-521				
Personal Services		\$	59,050.00		
Operating Expenses		\$	12,500.00		
Capital Outlay		\$	1,200.00		
Total Human Resources				\$	72,750.00
<b>Public Service</b>	100-530				
Personal Services		\$	103,950.00		
Operating Expenses		\$	22,000.00		
Capital Outlay		\$	25,000.00		
Total Public Service				\$	150,950.00
<b>Public Service - Fleet</b>	100-531				
Operating Expenses		\$	35,000.00		
Capital Outlay		\$	8,000.00		
Total Public Service - Fleet				\$	43,000.00
<b>Lands and Buildings</b>	100-540				
Personal Services		\$	163,100.00		
Operating Expenses		\$	156,500.00		
Utilities		\$	280,000.00		
Capital Outlay		\$	105,000.00		
Total Lands and Building				\$	704,600.00
<b>Community Affairs</b>	100-550				
Personal Services		\$	92,025.00		
Operating Expenses		\$	10,500.00		
Capital Outlay		\$	1,200.00		
Total Community Affairs				\$	103,725.00
<b>Community Affairs - Events</b>	100-551				
Operating Expenses		\$	21,000.00		
Capital Outlay		\$	1,300.00		
Total Community Affairs - Events				\$	22,300.00
<b>Information Technology</b>	100-560				
Personal Services		\$	147,100.00		
Operating Expenses		\$	30,000.00		
Capital Outlay		\$	3,000.00		
Total Information Technolgy				\$	180,100.00
<b>Administration</b>	100-570				
Operating Expenses		\$	1,338,100.00		
Transfers/Advances		\$	1,688,000.00		
Total Administration				\$	3,026,100.00

<b>Construction Services</b>	100-600		
Personal Services		\$	189,050.00
Operating Expenses		\$	453,000.00
Capital Outlay		\$	1,001,000.00
Total Construction Services			\$ 1,643,050.00
<b>Streets - Maintenance</b>	100-603		
Operating Expenses		\$	30,000.00
Capital Outlay		\$	40,000.00
Total Streets - Maintenance			\$ 70,000.00

**GRAND TOTAL GENERAL FUND APPROPRIATION:** **\$ 10,098,375.00**

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

<b>STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND</b>			
<b>Office</b>	200-601		
Personal Services		\$	312,800.00
Operating Expenses		\$	7,500.00
Capital Outlay		\$	4,000.00
Total Office			\$ 324,300.00
<b>Fleet</b>	200-602		
Operating Expenses		\$	220,150.00
Capital Outlay		\$	7,000.00
Total Fleet			\$ 227,150.00
<b>Streets - Maintenance</b>	200-603		
Operating Expenses		\$	34,500.00
Capital Outlay		\$	15,000.00
Total Streets - Maintenance			\$ 49,500.00
<b>Snow and Ice Removal</b>	200-604		
Operating Expenses		\$	35,000.00
Capital Outlay		\$	8,000.00
Total Snow and Ice Removal			\$ 43,000.00
<b>Total for Street Construction, Maintenance and Repair Fund</b>			<b>\$ 643,950.00</b>
<b>STATE HIGHWAY IMPROVEMENT FUND</b>			
<b>Streets - Maintenance</b>	201-603		
Operating Expenses		\$	31,250.00
Capital Outlay		\$	5,000.00
<b>Total for State Highway Improvement Fund</b>			<b>\$ 36,250.00</b>
<b>MAYOR'S COURT TECHNOLOGICAL FUND A</b>			
<b>Mayor's Court</b>	202-510		
Operating Expenses		\$	2,000.00
Capital Outlay		\$	1,500.00
<b>Total Mayor's Court Technological Fund A</b>			<b>\$ 3,500.00</b>
<b>MAYOR'S COURT TECHNOLOGICAL FUND B</b>			
<b>Mayor's Court</b>	203-510		
Operating Expenses		\$	2,000.00
Capital Outlay		\$	1,500.00
<b>Total Mayor's Court Technological Fund B</b>			<b>\$ 3,500.00</b>
<b>PERMISSIVE TAX FUND</b>			
<b>Streets - Maintenance</b>	204-603		
Operating Expenses		\$	65,000.00

**Total Permissive Tax Fund** \$ **65,000.00**

**BED TAX GRANT FUND**

**Council** 205-501  
Operating Expenses \$ 75,000.00  
Total Council \$ 75,000.00

**Administration** 205-570  
Operating Expenses \$ 75,000.00  
Total Administration \$ 75,000.00

**Total Bed Tax Grant Fund** \$ **150,000.00**

**BWC GRANT FUND**

**Human Resources** 207-521  
Operating Expenses \$ -  
**Total BWC Grant Fund** \$ -

**DILEY RD PITIE FUND**

**Administration** 209-570  
Operating Expenses \$ 4,500.00  
**Total Diley Rd PITIE Fund** \$ **4,500.00**

**GENDER RD TIF FUND**

**Administration** 210-570  
Operating Expenses \$ 85,500.00  
**Total Gender Rd TIF Fund** \$ **85,500.00**

**CEMETERY FUND**

**Public Health** 211-200  
Operating Expenses \$ -  
**Total Cemetery Fund** \$ -

**GRAND TOTAL SPECIAL REVENUE FUND APPROPRIATION** \$ **992,200.00**

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

**General Obligation Bond Fund** 300-571  
Principal \$ 765,000.00  
Interest \$ 120,000.00  
**Total General Obligation Bond Fund** \$ **885,000.00**

**GRAND TOTAL DEBT SERVICE FUND APPROPRIATIONS** \$ **885,000.00**

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

**CAPITAL IMPROVEMENTS FUND**

**Capital Improvements** 400-700  
Capital Outlay \$ 150,000.00  
**Total Capital Improvements Fund** \$ **150,000.00**

**ISSUE 2/CDBG GRANTS FUND**

**Construction Services** 401-600  
Capital Outlay \$ -  
**Total Capital Project Fund** \$ -

**STATE GRANT CAPITAL PROJECTS**

<b>Construction Services</b>	402-600		
Capital Outlay		\$ 1,100,000.00	
Advance Out		\$ 500,000.00	
<b>Total State Grant Capital Projects Fund</b>			<b>\$ 1,600,000.00</b>

**GRAND TOTAL CAPITAL PROJECT FUND APPROPRIATIONS                    \$ 1,750,000.00**

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

<b>WATER FUND</b>			
<b>Administration</b>	500-800		
Personal Services		\$ 610,500.00	
Operating Expenses		\$ 321,500.00	
Capital Outlay		\$ 9,000.00	
Total Administration			\$ 941,000.00
<b>Plant</b>	500-801		
Operating Expenses		\$ 375,000.00	
Capital Outlay		\$ 60,000.00	
Total Plant			\$ 435,000.00
<b>Distribution</b>	500-802		
Operating Expenses		\$ 310,000.00	
Capital Outlay		\$ 110,000.00	
Total Distribution			\$ 420,000.00
<b>Total Water Fund</b>			<b>\$ 1,796,000.00</b>

<b>WATER CONNECTION FUND</b>			
<b>Administration</b>	501-800		
Operating Expenses		\$ 55,600.00	
Total Administration			\$ 55,600.00
<b>Connections</b>	501-803		
Operating Expenses		\$ 210,000.00	
Capital Outlay		\$ 150,000.00	
Total Connections			\$ 360,000.00
<b>Total Water Connection Fund</b>			<b>\$ 415,600.00</b>

<b>SANITARY SEWER FUND</b>			
<b>Administration</b>	510-810		
Personal Services		\$ 600,350.00	
Operating Expenses		\$ 495,000.00	
Capital Outlay		\$ -	
Total Administration			\$ 1,095,350.00
<b>Plant</b>	510-811		
Operating Expenses		\$ 484,500.00	
Capital Outlay		\$ 200,000.00	
Total Plant			\$ 684,500.00
<b>Collection</b>	510-812		
Operating Expenses		\$ 164,000.00	
Capital Outlay		\$ 240,000.00	
Total Collection			\$ 404,000.00
<b>Total Sanitary Sewer Fund</b>			<b>\$ 2,183,850.00</b>

**SEWER CONNECTION FUND**



required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Final Appropriation Ordinance is taken and copied from the original Ordinance now on file with said City, that the forgoing Ordinance has be compared by me with the said original and that the same is true and correct copy thereof

Witness my signature, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

---

Clerk of the City of Canal Winchester

Franklin County, Ohio



# 2020 Tax Budget

Public Hearing  
June 17, 2019

# What is the purpose of the Tax Budget?

- ▶ ORC Section 5705.28
  - States that on or before July 15<sup>th</sup> of each year, the taxing authority of each subdivision must adopt a tax budget for the succeeding fiscal year.
- ▶ ORC Section 5705.30
  - States that the taxing authority shall hold at least one public hearing on the tax budget
  - States that after adoption, the tax budget shall be submitted to the county auditor on or before July 20<sup>th</sup>.

# What is the purpose of the Tax Budget?

- ▶ To estimate the revenue the City expects to receive from all sources during the next fiscal year.
  - Income Taxes
  - Property Taxes
  - Grants
  - Fines and Fees
  - Debt Issuances
  - Miscellaneous Sources
- ▶ To set the limitation of appropriations for the next fiscal year.
  - Appropriations must not exceed estimated resources (estimated revenues plus carryover fund balances at year end)
- ▶ To allow the County Budget Commission to adjust tax levies as required by law.

# General Fund

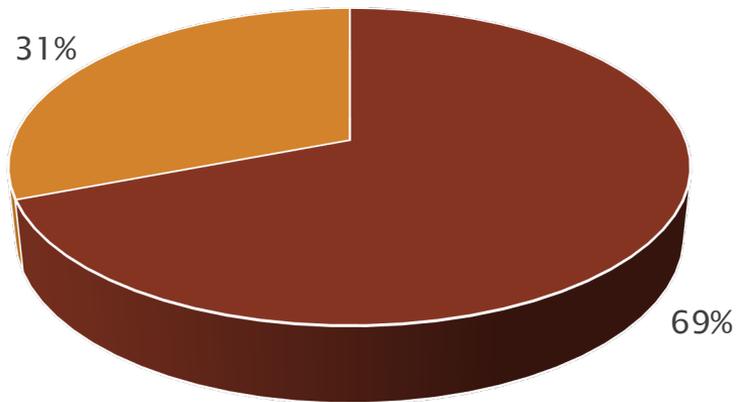
- ▶ Least restrictive and largest fund
- ▶ Accounts for all activity of the City unless covered by a specific source of revenues that are restricted by law
- ▶ Revenue derived from:
  - Taxes
  - Licenses, Fees, Permits
  - Charges for Services
  - State funding

# General Fund Revenue

## ▶ Income Tax Revenue

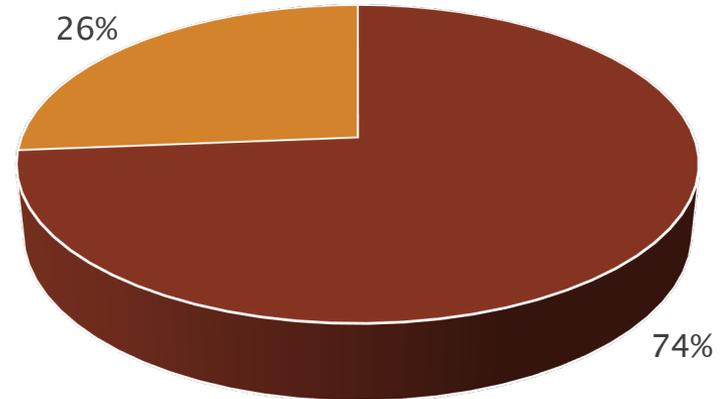
- Largest single source of revenue for the City

2018 Actual



■ Income Taxes ■ All Other

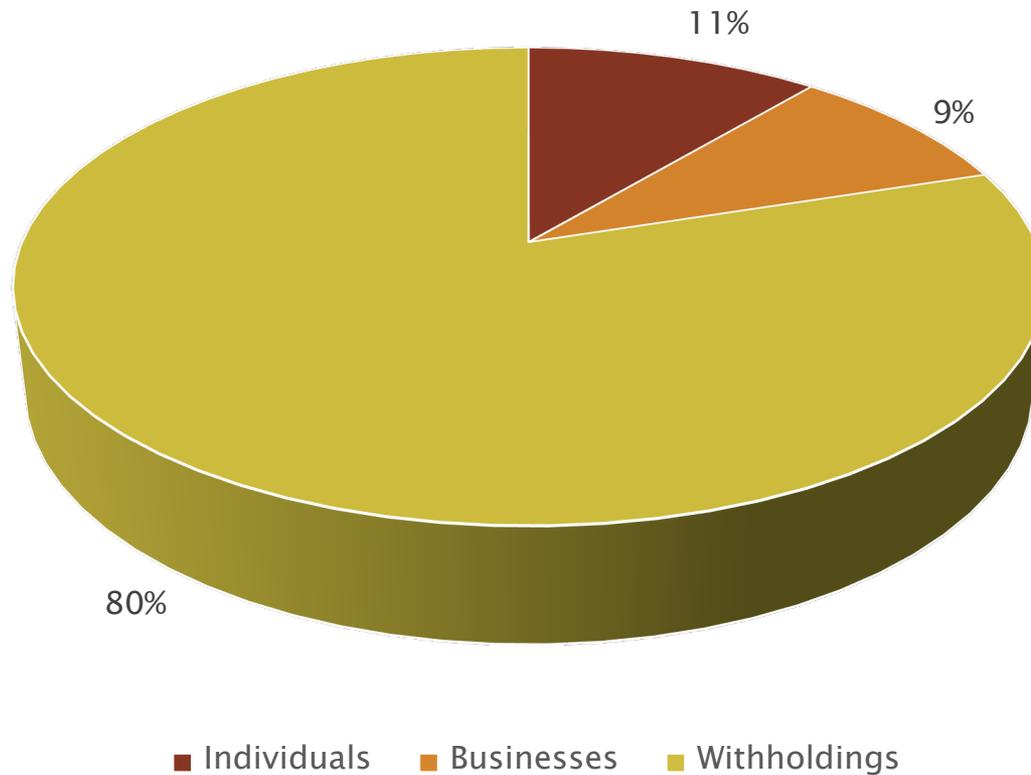
2020 Budget



■ Income Taxes ■ All Other

# Income Tax Collections

- ▶ Where does our income tax revenue come from?



# Income Tax Collections

- ▶ In 2018, equates to:

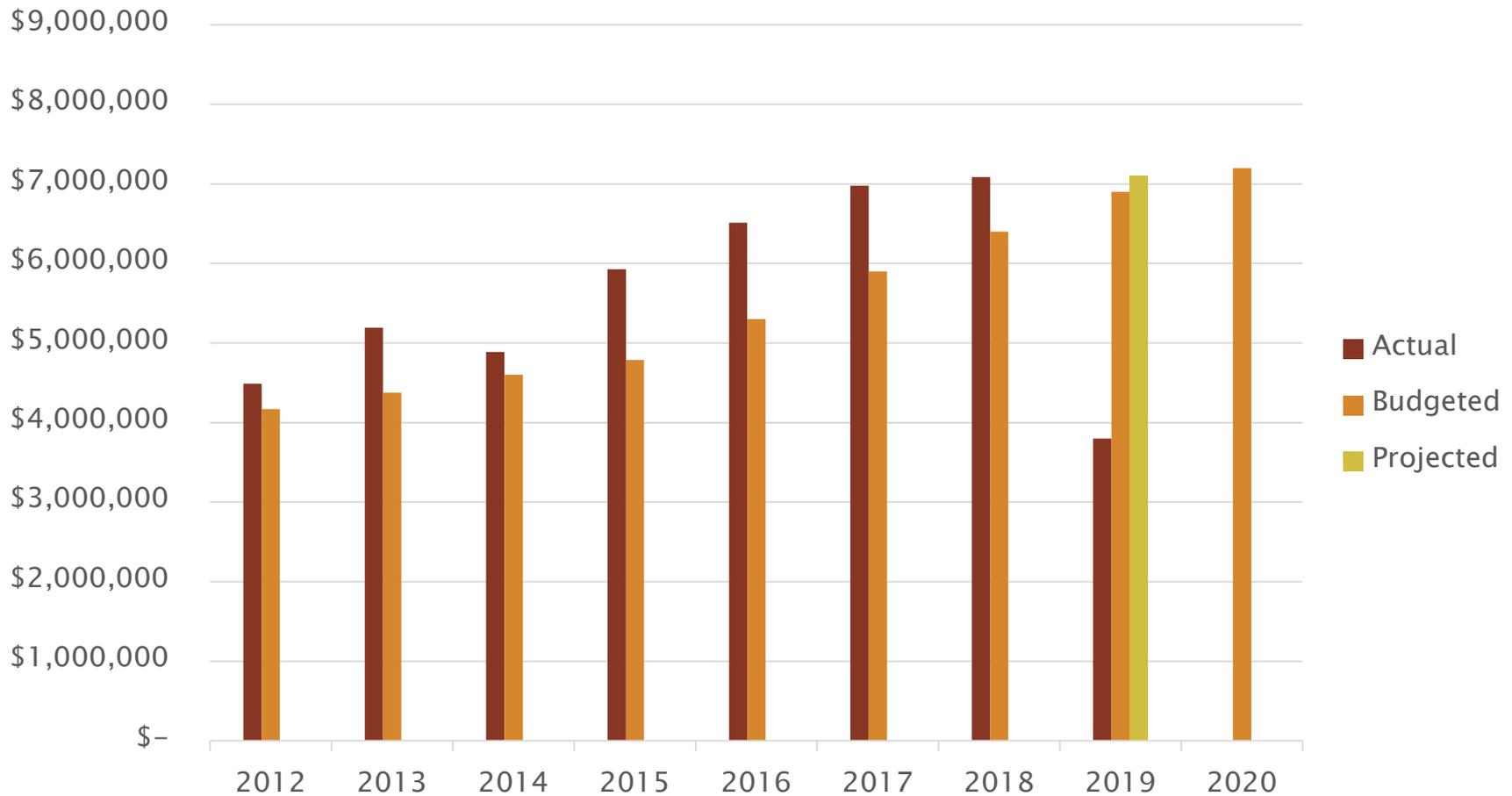
Account Type	Amount
Individuals	\$327,614
Businesses	\$913,350
Withholdings	\$5,845,751
Total	\$7,086,715

- ▶ Top 3 business taxpayers = 20% of income tax revenue

# Income Tax Collections

- ▶ Income Tax Revenue
  - Projected to increase to \$7,200,000
    - \$300,000 over 2019 budgeted receipts – 4%
  - Very conservative
  - Currently on track to exceed 2019 projection

# Income Tax Collections



# General Fund Revenue

## ▶ Other Large Revenue Sources

Source	2020 Budget	2019 Budget	2018 Actual
Building/Development Permits and Fees	\$547,000	\$525,000	\$935,207
Property Taxes	\$450,000	\$440,000	\$447,517
Special Assessments	\$151,500	\$151,500	\$196,925
Swimming Pool	\$132,500	\$129,250	\$153,327
Cable TV Franchise Fees	\$125,000	\$125,000	\$121,594

# General Fund Revenue

## ▶ Remaining General Fund Revenue Sources

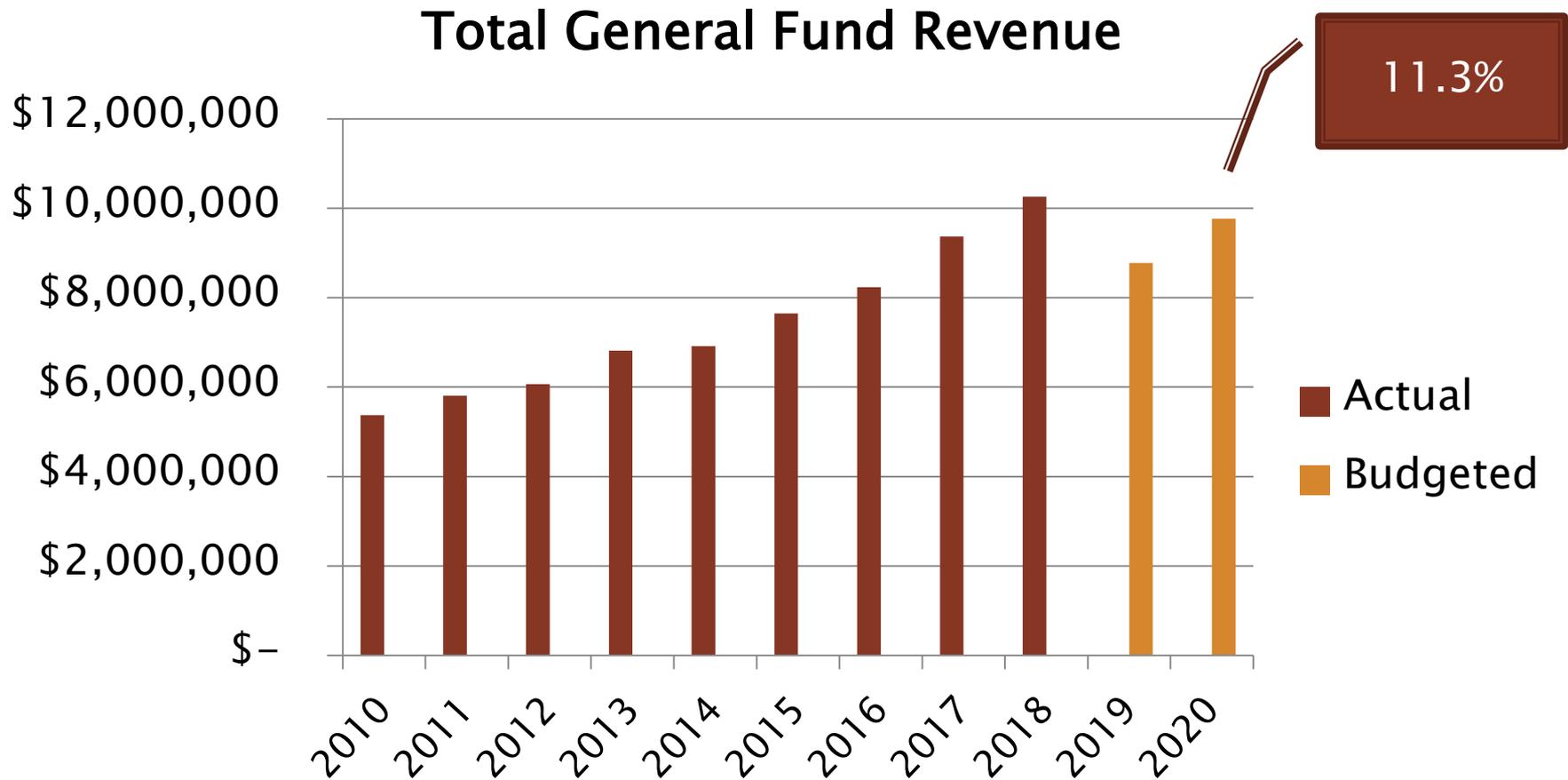
Source	2020 Budget	2019 Budget	2018 Actual
Court Fines	\$95,000	\$95,000	\$84,127
Interest	\$150,000	\$80,000	\$145,641
Local Govt	\$75,000	\$75,000	\$76,364
Bed Tax	\$150,000	\$70,000	\$57,822
Homestead & Rollback	\$50,000	\$49,000	\$52,115
Advance In	\$540,000	\$40,000	\$ -
Insurance Claims	\$30,000	\$30,000	\$52,272
Waste Mgmt Fees	\$25,000	\$25,000	\$25,000
Misc	\$12,000	\$12,000	\$8,451

# General Fund Revenue

Total Budgeted Revenue for 2020

**\$9,768,450**

# General Fund Revenue

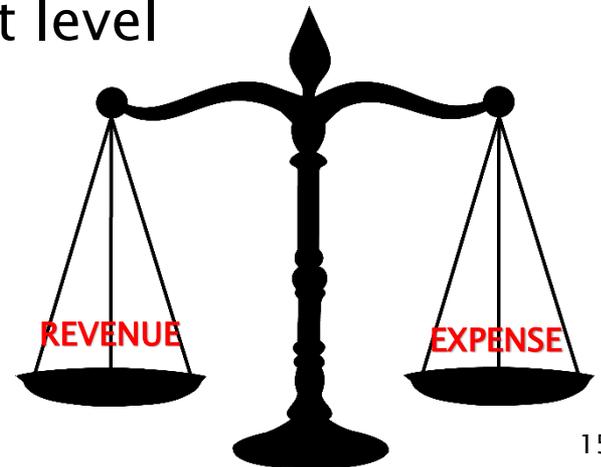


# General Fund Revenue

- ▶ Why such a large increase?
  - Increase equates to \$990,750
  - Increases in:
    - Income Taxes – \$300,000
    - Bed Taxes – \$80,000
    - Interest – \$70,000
    - Advances In – \$500,000

# General Fund Expenditures

- ▶ Majority of City expenses paid from this fund
- ▶ Expenditure types
  - Salaries and Benefits
  - Contract Services
  - Operation & Maintenance
  - Capital Outlay
- ▶ Typically, Expenditures = Revenues
  - Preserve fund balance at the current level



# General Fund Expenditures

## ▶ Not in 2020!

### ◦ Why?

#### • McGill Park Phase I

- City has been conditionally awarded a \$500,000 grant from the Land and Water Conservation Fund (LWCF) through ODNR.
- Reimbursement grant so funds must be advanced to the grant fund to complete the project. Once reimbursement is received, funds will be sent back to the General Fund (accounted for in Revenues)

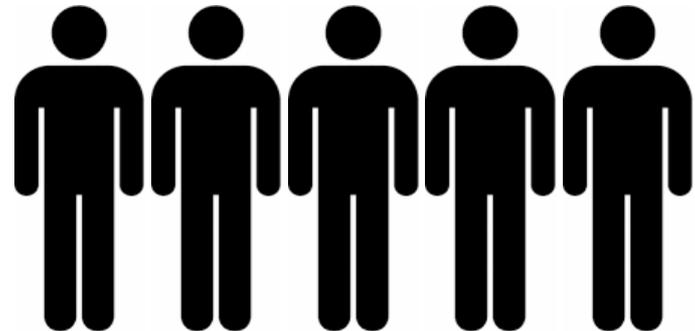
# General Fund Expenditures

- ▶ Tax Budget groups departments into specific classifications
  - *Security of Persons and Property* – Sheriff
  - *Public Health* – County Health Dept, Human Services, Indigent Burial
  - *Leisure Time* – Community Center, Parks, Pool
  - *Community Environment* – Development, Urban Forestry
  - *Transportation* – Construction Services, Street Maintenance
  - *General Government* – All other departments

# General Fund Expenditures

## ▶ Staffing

- Salaries are budgeted for a 3.5% increase for all employees.
  - Includes full time HR Coordinator and Administrative Assistant (both subject to needs), 5 seasonals, and an intern
- Benefits are budgeted to increase approximately 10% due primarily to an increase in healthcare premiums
- Salaries and Benefits make up 23% of General Fund Budget
  - 2018 actuals – 24% of expenditures
- 21% of entire 2020 budget (across all funds)



# General Fund Expenditures

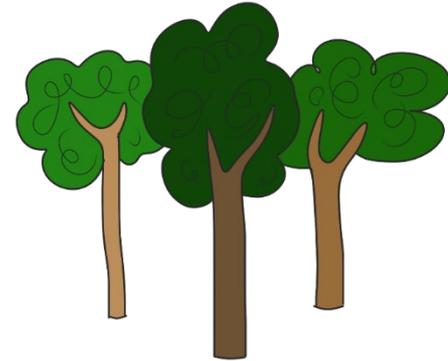
- ▶ Increases in contract services lines to accommodate known and anticipated contract increases
  - Sheriff
  - Pool management company
  - Development department and construction related contracts
  - General maintenance contracts



# General Fund Expenditures

## ▶ Capital Outlay

- Planned projects
  - Street/Sidewalk Program
  - Street Trees
  - Pool Maintenance
  - McGill Park Phase 1
  - Sheriff SUV
  - Computer/IT Replacements and Upgrades



# General Fund Expenditures

Total Budgeted Expenditures for 2020

**\$10,019,424**

# General Fund Expenditures

- ▶ Overall increase in budgeted expenditures of 14% over 2019.
- ▶ Equates to \$1,241,724
- ▶ Why?
  - McGill Park Phase 1
    - All capital expenditure activity needs to be accounted for in a Capital Projects fund.
    - \$1,100,000 to be transferred/advanced to the Capital Fund to pay for the grant portion of the project.

# General Fund Balance

12/31/18 Act Balance	12/31/19 Est Balance	12/31/20 Est Balance	Increase/(Decrease)
\$8,802,206	\$8,842,206	\$8,591,231	(\$250,974)

# Special Revenue Funds

- ▶ What is a “Special Revenue Fund”?
  - Accounts for proceeds of specific revenue sources that are legally restricted or committed to expenditure for specified purposes
- ▶ Our funds
  - Street Maintenance
  - State Highway
  - Mayor’s Court Tech A & B
  - Permissive Tax
  - Bed Tax
  - FEMA Grant
  - BWC Grant
  - Interurban Project
  - Diley Rd TIF
  - Gender Rd TIF
  - Cemetery Fund
  - McGill Park Fund

# Special Revenue Fund

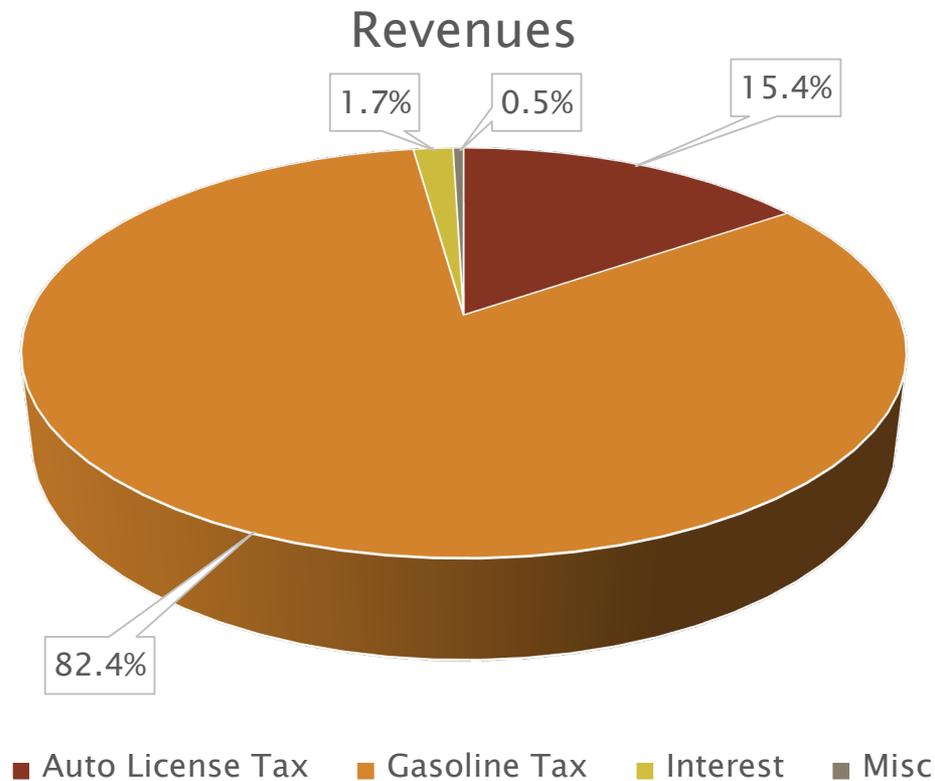
Fund	Revenue Source(s)
Street Maintenance	Motor vehicle license tax, gas tax
State Highway	Motor vehicle license tax, gas tax
Mayor's Court Tech A & B	Portion of mayor's court fees
Permissive Tax	Motor vehicle license tax
Bed Tax	6% Hotel/Motel tax
FEMA Grant	Federal Emergency Mgmt Agency grant funds
BWC Grant	Bureau of Workers' Comp grant funds
Interurban Project	Donations
Diley Rd TIF	Payments in lieu of taxes (property taxes)
Gender Rd TIF	Payments in lieu of taxes (property taxes)
Cemetery Fund	Perpetual care fees from sale of plots
McGill Park Fund	Donations

# Special Revenue Funds

- ▶ Revenue increases
  - Street Maintenance and State Highway Funds
    - Passage of the increase gasoline tax
  - Bed Tax Fund
    - Opening of an additional hotel
  - Gender Rd TIF Fund
    - Additional parcels beginning to pay into the TIF
- ▶ Expenditures
  - Consistent with prior years; no known changes currently
  - Exception – Bed Tax Fund
    - As revenue increases, so does our liability to Destination: Canal Winchester

# Special Revenue Funds

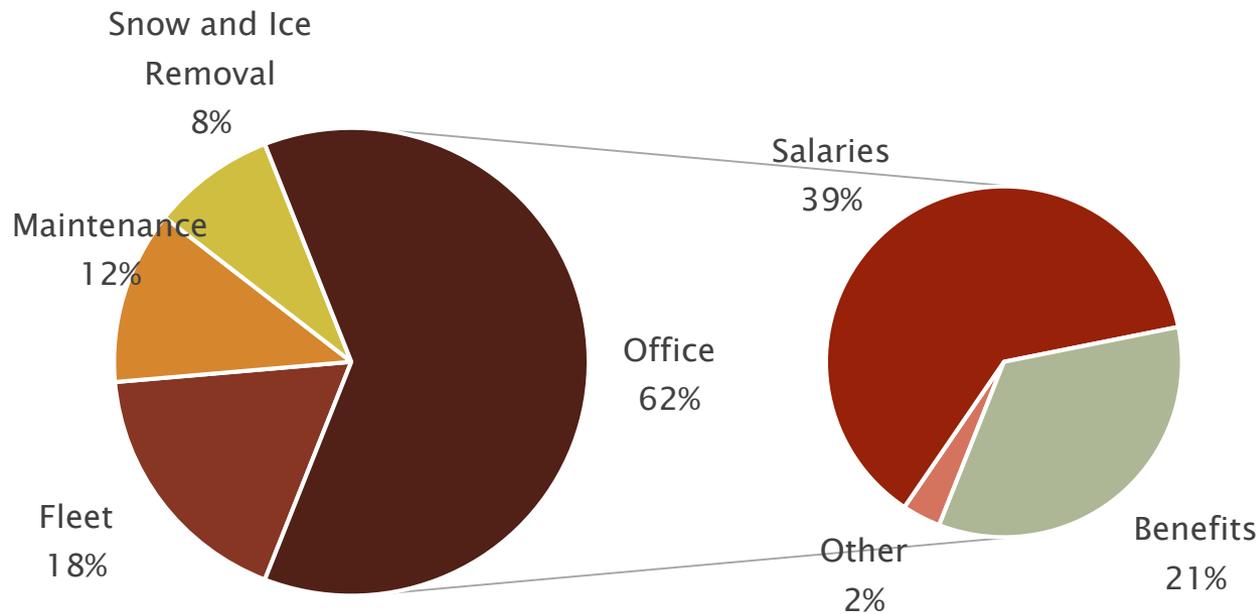
## ▶ Street Maintenance Fund



# Special Revenue Funds

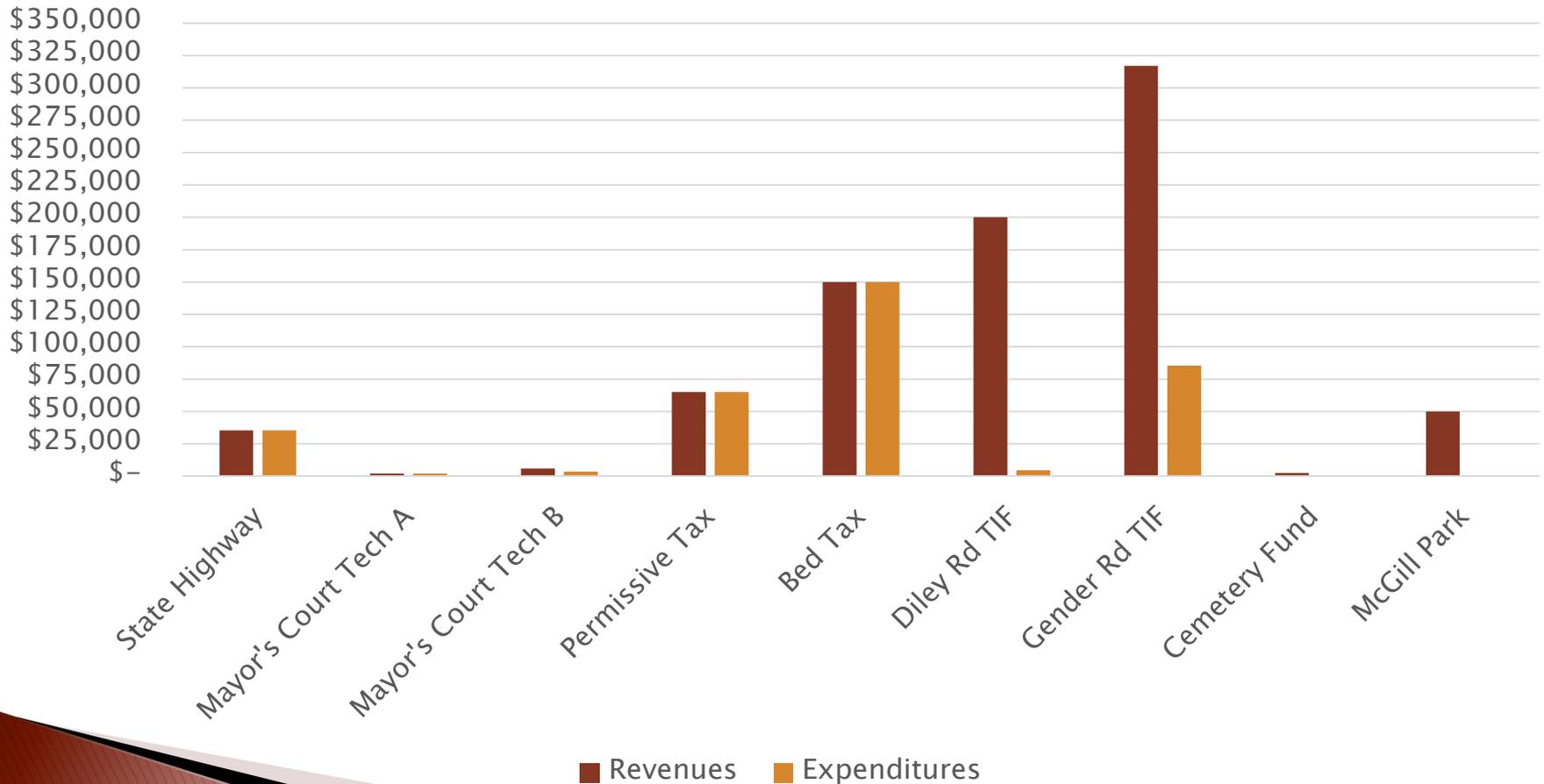
## ▶ Street Maintenance Fund

### Expenditures



# Special Revenue Funds

2020 Budget



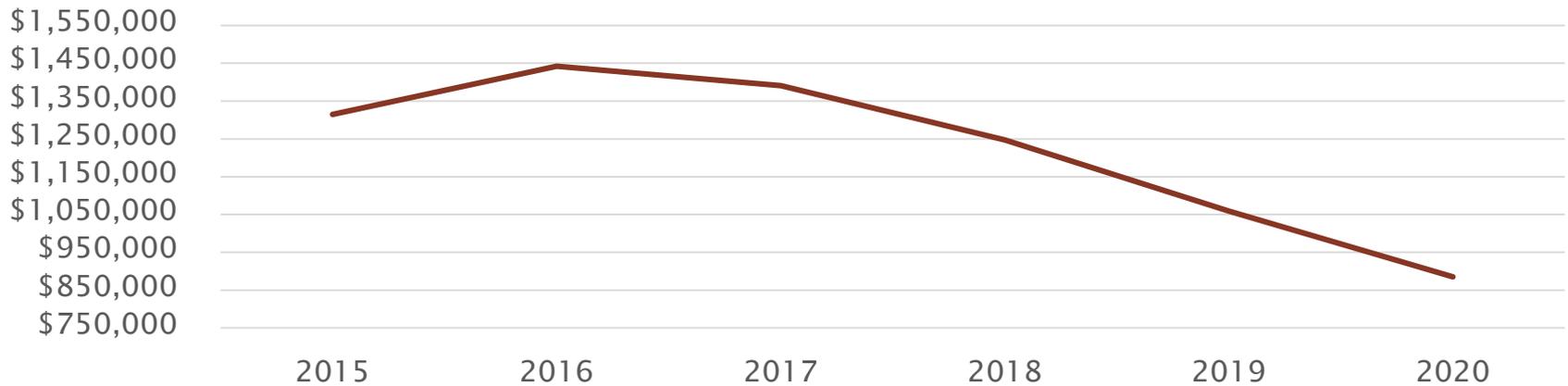
# General Obligation Fund

- ▶ Pays for any debt not specifically related to utilities
  - Various purposed bonds (2013 refunding, 2015 issuance, 2017 refunding)
  - OPWC (7 street projects – 2020 is last year for Washington St project)
- ▶ Does not include McGill Park agreement or vehicle leases
- ▶ No voted debt, sole revenue source is transfers from General Fund

\$885,000

# General Obligation Fund

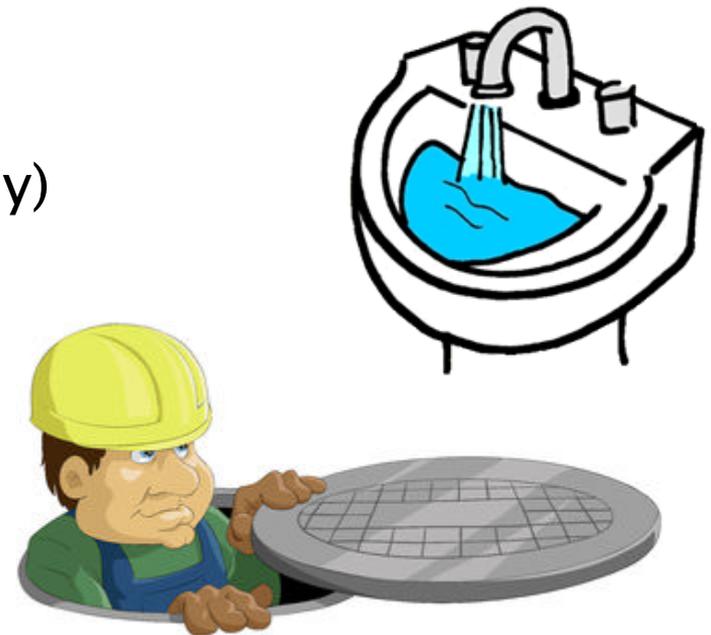
## Expenditures



# Enterprise Funds

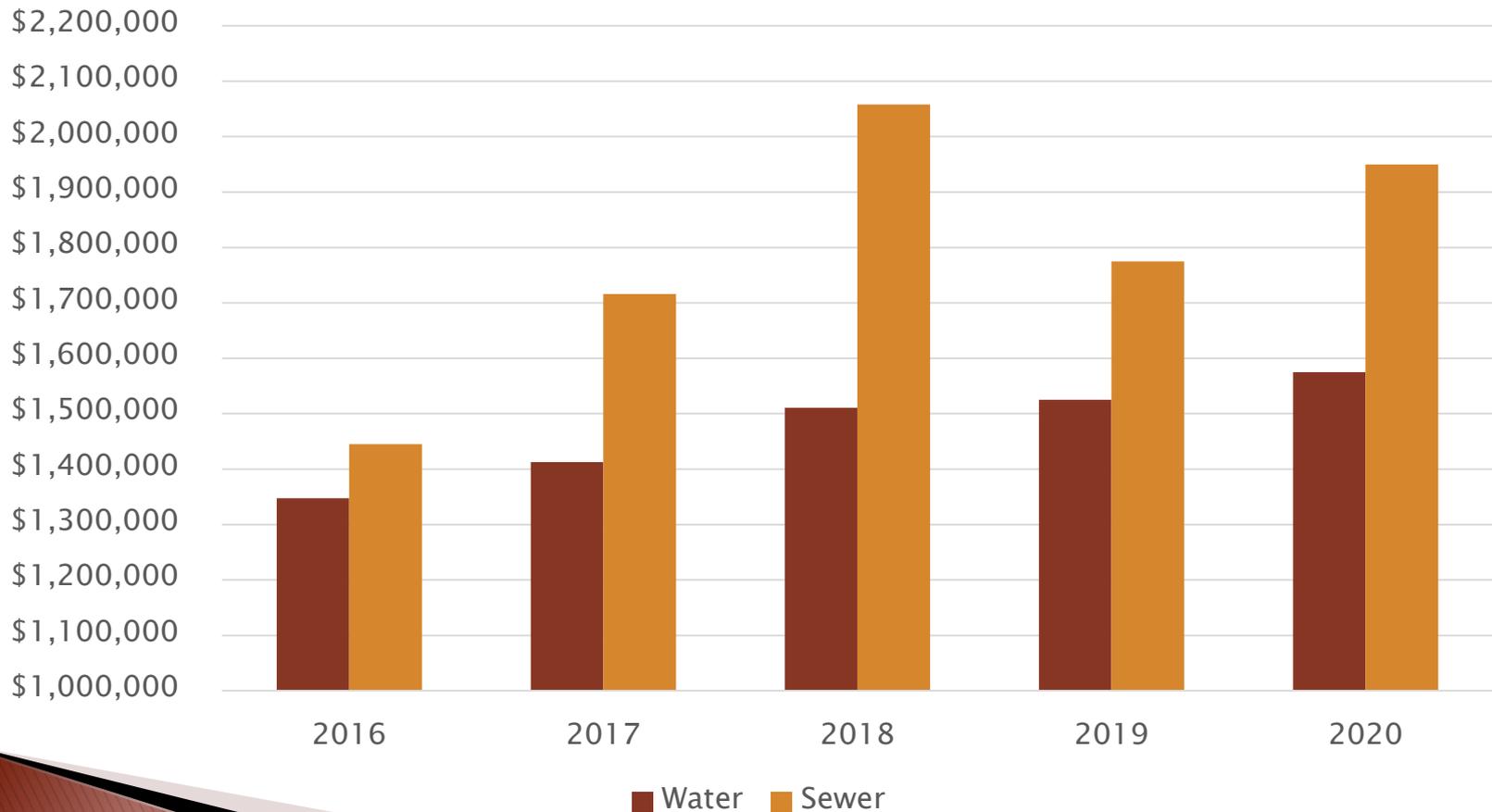
## ▶ Water and Sewer Funds

- Projected increase in collections due to general increase in usage.
- No increase in water or sewer rates in 2020.
- Increase in Water Meter Fees
- Increase in expenditures for:
  - Salaries due to intern (Water only)
  - Chemical and utility costs
  - Debt payments per schedules



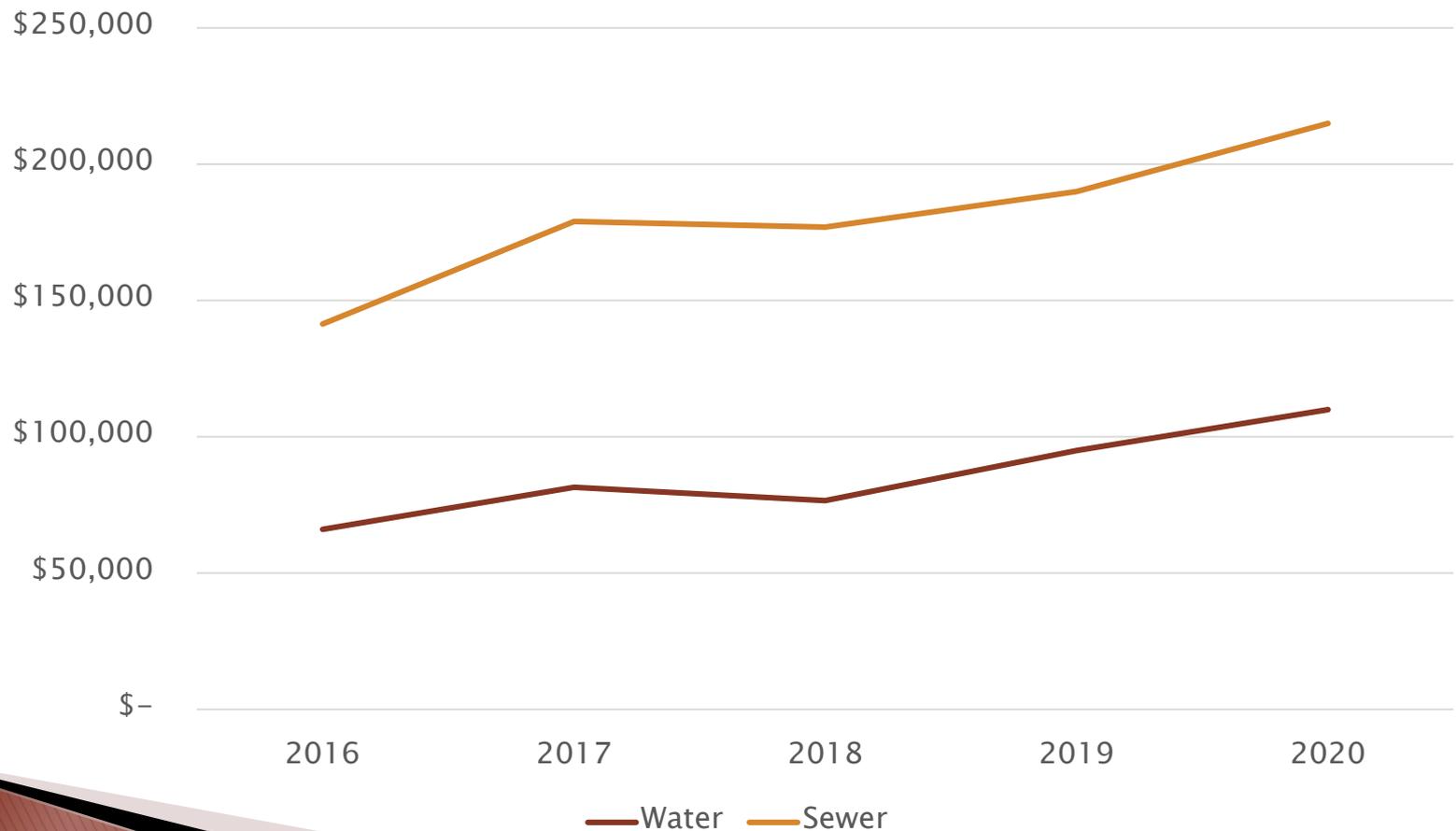
# Enterprise Funds

## ▶ Utility User Charges



# Enterprise Funds

## ▶ Utility Expenditures



# Enterprise Funds

- ▶ Storm Water Fund
  - Small increase in user charges due to new development
- ▶ Water and Sewer Connections Funds
  - Revenue derived from capacity fees
  - Expenditures included planned Capital Outlay and emergency/unexpected repairs



# Enterprise Funds

- ▶ Water and Sewer Connections Funds
  - Budgeted revenue = budgeted expenditures
  - \$300,000 and \$500,000, respectively
- ▶ Storm Water
  - Budgeted revenues > budgeted expenditures
  - \$14,450 difference
    - NPDES Inspection Fees
      - Previously deposited into the General Fund, however, all other NPDES activity is accounted for in the Storm Water Fund.

# Estimated Fund Balances

Fund	12/31/2019	12/31/2020	Increase/(Decrease)
Street Maintenance	\$ 325,341.54	\$ 345,041.54	\$ 19,700.00
State Highway	\$ 62,991.51	\$ 62,991.51	\$ -
Mayor's Court Tech A	\$ 20,356.92	\$ 20,356.92	\$ -
Mayor's Court Tech B	\$ 19,889.27	\$ 22,389.27	\$ 2,500.00
Permissive Tax	\$ 121,373.03	\$ 121,373.03	\$ -
Bed Tax	\$ 144,179.49	\$ 144,179.49	\$ -
FEMA Grant	\$ -	\$ -	\$ -
BWC Grant	\$ -	\$ -	\$ -
Interurban Project	\$ 872.25	\$ 872.25	\$ -
Diley Road PITIE	\$ 1,515,635.62	\$ 1,711,135.62	\$ 195,500.00
Gender Road TIF	\$ 286,394.82	\$ 517,894.82	\$ 231,500.00
Cemetery Fund	\$ 18,789.21	\$ 21,289.21	\$ 2,500.00
McGill Park	\$ 100,000.00	\$ 150,000.00	\$ 50,000.00

# Estimated Fund Balances

Fund	12/31/2019	12/31/2020	Increase/(Decrease)
GO Bonds	\$ 29,308.50	\$ 29,308.50	\$ -
Capital Improvement	\$ -	\$ -	\$ -
Issue 2/ CDBG Grants	\$ -	\$ -	\$ -
State Grant Capital Projects	\$ -	\$ -	\$ -
Water	\$ 1,052,548.52	\$ 908,848.52	\$ (143,700.00)
Water Connections	\$ 1,305,546.19	\$ 1,305,546.19	\$ -
Sewer	\$ 1,126,761.97	\$ 1,194,036.97	\$ 67,275.00
Sewer Connections	\$ 2,682,750.80	\$ 2,682,750.80	\$ -
Sewer Rate Stability	\$ 1,000,000.00	\$ 1,000,000.00	\$ -
Water Stability	\$ -	\$ -	\$ -
Storm Water Fund	\$ 188,467.02	\$ 202,917.02	\$ 14,450.00
Meijer Agency	\$ 136,877.69	\$ 138,877.69	\$ 2,000.00
Greengate Drive Agency	\$ 306,103.61	\$ 309,103.61	\$ 3,000.00

# 2020 Tax Budget

Questions?

**ORDINANCE NO. 19-070**

**AN ORDINANCE TO ESTABLISH CITY EMPLOYEE SALARY RANGES**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to establish by ordinance the salary ranges for City employees, and

WHEREAS, Council has reviewed the salary survey completed by the Mid-Ohio Regional Planning Commission of surrounding communities and believes the ranges as set forth are appropriate for City positions;

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

SECTION 1. That the salary ranges for positions at the City of Canal Winchester be established as attached in Exhibit A, to be effective beginning January 1, 2020.

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

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

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

\_\_\_\_\_  
Clerk of Council

**2020 Salary Schedule**

	2016				2020			
	Hourly		Yearly		Hourly		Yearly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
					4%	6%		
Public Works Director	\$36.18	\$52.27	\$75,250.24	\$108,721.60	\$37.63	\$55.41	\$78,260.25	\$115,244.90
Construction Services Administrator	\$36.18	\$52.27	\$75,250.24	\$108,721.60	\$37.63	\$55.41	\$78,260.25	\$115,244.90
Finance Director	\$36.18	\$52.27	\$75,250.24	\$108,721.60	\$37.63	\$55.41	\$78,260.25	\$115,244.90
Development Director	\$36.18	\$52.27	\$75,250.24	\$108,721.60	\$37.63	\$55.41	\$78,260.25	\$115,244.90
					6%	8%		
Street Superintendent	\$26.46	\$38.53	\$55,036.80	\$80,142.40	\$28.05	\$41.61	\$58,339.01	\$86,553.79
Water Superintendent	\$26.46	\$38.53	\$55,036.80	\$80,142.40	\$28.05	\$41.61	\$58,339.01	\$86,553.79
Wastewater Superintendent	\$26.46	\$38.53	\$55,036.80	\$80,142.40	\$28.05	\$41.61	\$58,339.01	\$86,553.79
IT Coordinator	\$28.33	\$44.34	\$58,926.40	\$92,227.20	\$30.03	\$47.89	\$62,461.98	\$99,605.38
Urban Forester	\$21.70	\$30.82	\$45,136.00	\$64,105.60	\$23.00	\$33.29	\$47,844.16	\$69,234.05
					17%	17%		
Maintenance Tech III/ Water III	\$21.70	\$30.45	\$45,136.00	\$63,336.00	\$25.39	\$35.63	\$52,809.12	\$74,103.12
Maintenance Tech II/Wastewater/Water I	\$19.47	\$28.30	\$40,497.60	\$58,864.00	\$22.78	\$33.11	\$47,382.19	\$68,870.88
Maintenance Tech I/Wastewater/Water I	\$17.12	\$23.65	\$35,609.60	\$49,192.00	\$20.03	\$27.67	\$41,663.23	\$57,554.64
Clerk of Council	\$17.12	\$23.65	\$35,609.60	\$49,192.00	\$20.03	\$27.67	\$41,663.23	\$57,554.64
Administrative Assistant	\$17.12	\$23.65	\$35,609.60	\$49,192.00	\$20.03	\$27.67	\$41,663.23	\$57,554.64
Utilities Billing Clerk	\$17.12	\$23.65	\$35,609.60	\$49,192.00	\$20.03	\$27.67	\$41,663.23	\$57,554.64
Finance Specialist	\$19.47	\$28.30	\$40,497.60	\$58,864.00	\$22.78	\$33.11	\$47,382.19	\$68,870.88
Clerk of Courts	\$19.47	\$28.30	\$40,497.60	\$58,864.00	\$22.78	\$33.11	\$47,382.19	\$68,870.88
Human Resources Coordinator	\$19.47	\$28.30	\$40,497.60	\$58,864.00	\$22.78	\$33.11	\$47,382.19	\$68,870.88
Events and Communications Coordinator	\$18.20	\$25.73	\$37,856.00	\$53,518.40	\$21.29	\$30.10	\$44,291.52	\$62,616.53
Community Center Coordinator	\$18.20	\$25.73	\$37,856.00	\$53,518.40	\$21.29	\$30.10	\$44,291.52	\$62,616.53
Planning and Zoning Administrator	\$25.19	\$35.72	\$52,395.20	\$74,297.60	\$29.47	\$41.79	\$61,302.38	\$86,928.19
Seasonal	\$12.00	\$15.84			\$13.00			

**ORDINANCE NO. 19-071**

**ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A REAL ESTATE  
PURCHASE AGREEMENT FOR THE PURCHASE OF  
45 EAST WATERLOO STREET, CANAL WINCHESTER, OHIO  
OWNED BY BOB MCDORMAN REAL ESTATE, LLC**

**WHEREAS**, Council hereby finds and determines it is in the best interest of the City of Canal Winchester to enter into an agreement for the purchase of the property 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) owned by Bob McDorman Real Estate, LLC for public purposes; and

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

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

**Section 1.** That the Mayor be and hereby is authorized and directed to enter into a real estate purchase agreement, in a form substantially similar to the Exhibit A, on behalf of the City of Canal Winchester for the purchase of real property located at 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) as fully described in said agreement, in the amount of \$2,400,000 with the remainder of the terms and conditions set forth within the agreement.

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

DATE PASSED \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

DATE APPROVED \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
LEGAL COUNSEL

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

\_\_\_\_\_  
CLERK

## REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into as of the last date of execution on the signature page below ("Effective Date") by and between Bob McDorman Real Estate, LLC, an Ohio limited liability company having a mailing address at 6500 Lithopolis Winchester Road, Canal Winchester, Ohio, 43110 (collectively, the "Seller"), and City of Canal Winchester, Ohio, an Ohio municipal corporation, or its assigns, having a mailing address at 36 South High Street, Canal Winchester, Ohio 43110 (the "Buyer"). The Buyer and Seller may be sometimes individually referred to as a "Party" or collectively referred to hereafter as the "Parties."

### RECITALS

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

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

1. The Property. Upon and subject to the terms and conditions herein set forth, the Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase and acquire from the Seller, approximately 1.29 acres identified as Franklin County, Ohio Parcel Numbers 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251 and 184-003232, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference, together with all buildings, appurtenances, hereditaments, rights and privileges belonging to or in any way appertaining thereto, unless objected to by Buyer under the terms hereof (collectively, the "Property").

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall equal Two Million Four Hundred Thousand Dollars (\$2,400,000.00), subject to the debits and credits expressly provided for in this Agreement. The purchase amount shall be evidenced by a - Promissory Note (the "Note") in a form to be agreed upon by the Parties during the Review Period defined below, providing for quarterly installments of principal and interest amortized over ten (10) years at an interest rate of four percent (4%) per annum, with a maturity date on the tenth (10<sup>th</sup>) anniversary of the Closing Date. The Note shall be secured by a Mortgage (the "Mortgage") on the Property, in a form to be agreed upon by the Parties during the Review Period defined below, given by Buyer to Seller. The Parties acknowledge that the interest paid will be tax free to Seller per letter provided by Buyer's legal counsel on which Buyer shall have the right to rely. The Note shall provide that it cannot be prepaid for any reason, unless consented to by Seller.

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

4. Escrow and Closing. AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 shall serve as both the escrow agent ("Escrow Agent") and the title agent issuing the Title Commitment (as that term is defined in Section 7 below). The "Opening of Escrow" shall be that date on which a fully executed copy of this Agreement, along with the Deposit, are deposited with the Escrow Agent. Provided this Agreement has not been terminated in accordance with its terms, the "Close of Escrow" or "Closing" of this Agreement shall take place in the office of the Escrow Agent thirty (30) days after Buyer's delivery of written notice that the contingencies set forth in Sections 6 and 7 below have both been satisfied.

5. Review. Buyer shall have a period (the "Review Period") commencing on the Effective Date and expiring ninety (90) days thereafter, within which to determine, in its sole and absolute discretion, whether the Property is suitable to Buyer. The Buyer and Seller agree as follows regarding the Review Period:

(a) During the Review Period the Seller shall create no encumbrances against the Property without the prior written consent of the Buyer, which consent may be withheld at Buyer's sole and absolute discretion.

(b) Within ten (10) business days after the Effective Date, Seller shall provide Buyer with copies of any of the following in its possession or control in any way relating to the Property: (i) any and all engineering, physical condition, soils, geological and/or environmental reports or studies and any other kinds of third-party inspection reports or studies that specifically cover all or part of the Property; (ii) any existing surveys that include all or part of the Property; (iii) any leases, service contracts or other kinds of contracts affecting the Property; and (iv) any other item reasonably requested by Buyer (collectively "Property Materials"). The Property Materials will be delivered "as is" for informational purposes only, without representation or warranty from Seller. In particular, Seller shall not be deemed to have made any representations or warranties regarding the completeness, accuracy or quality of the Property Materials or the competence of the preparer of the Property Materials. Seller shall have no obligations to Buyer with respect to the Property Materials, and Buyer shall have no right to rely on the Property Materials.

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

(d) During the Review Period, Buyer shall satisfy any objections that it may have relating to title to the Property including, without limitation, Seller's title in and to all coal, oil, gas and other mineral rights, all as set forth more particularly in Section 6 below.

(e) Buyer's investigations and other activities as set forth in this Section 5 shall in all events be completed at Buyer's sole cost and expense. Promptly upon completion of any such

investigation or other due diligence, Buyer shall deliver a copy of any third-party reports related to such investigation and/or due diligence to Seller.

(f) In the event Buyer does not notify Seller, in writing on or before the expiration date of the Review Period, that it is satisfied with its investigations of the Property, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer.

6. City Council Approval. Buyer shall have one hundred eighty (180) days from the Effective Date (the "Council Approval Period") to obtain the passage of all necessary and appropriate legislation from the City Council for the City of Canal Winchester, Ohio, to permit and authorize the purchase of the Property and to appropriate the necessary funds required for Closing under this Agreement. In the event Buyer is unable to obtain the passage of such legislation by the end of the Council Approval Period, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer

7. Title Commitment and Survey.

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

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

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

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

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

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

(c) Permitted Exceptions. At Closing, Seller shall convey to Buyer good and indefeasible title in and to the Property, free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning and other governmental ordinances; (d) legal highways; (e) taxes and assessments which are a lien but not yet due and payable; (f) covenants, restrictions, conditions, easements and other matters of record or otherwise known to Buyer; (g) matters that would be disclosed by an accurate survey of the Property and (h) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record (collectively "Permitted Exceptions"). In no event shall any of the Permitted Exceptions include any mortgages or other financial liens encumbering the Property, all of which shall be paid from the Seller's proceeds at Closing. At Closing, Seller shall sign and deliver to the Escrow Agent a seller's affidavit in accordance with community custom.

#### 8 Seller's Conduct Prior to Closing.

Between the Effective Date and the Closing, Seller shall not, without Buyer's written consent: (a) transfer, sell, assign, lease or otherwise convey the Property or any interest therein, except as a result of condemnation proceedings in which event the provisions set forth in Section 15 of this Agreement shall apply; (b) grant, modify, create, assume or permit to exist any

new: mortgage, lien, encumbrance, easement, covenant, condition, right of way or restriction upon the Property, or voluntarily take or permit any action adversely affecting title to the Property as it exists on the date of this Agreement unless permitted by this Agreement; (c) materially alter or change the condition or status of the Property.

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

10. Warranties and Representations.

(a) Seller's Warranties and Representations. All warranties and representations set forth in this Section 10(a) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year except as otherwise set forth below. Seller hereby represents and warrants as follows:

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

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

(iii) There are no parties in possession of any part of the Property.

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

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

(vi) To Seller's current, actual knowledge, no consent, approval or authorization or waiver of any right of first refusal of any person, nor any declaration, filing or

registration with any governmental entity is required to be made or obtained by Seller (or by any affiliate of the Seller) in connection with the execution, delivery and performance by Seller of this Agreement and the transactions contemplated thereby.

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

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

As used in this Section 10(a), the words "to Seller's current, actual knowledge", or similar wording, means to the then current, actual (and not implied or constructive) knowledge of Alice F. McDorman, without any obligation of investigation or inquiry.

(b) Buyer's Warranties and Representations. All warranties and representations set forth in this Section 10(b) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year. Buyer hereby represents and warrants as follows:

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

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

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

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

(a) Taxes and Assessments. At the Close of Escrow, the Seller shall pay, or credit against the Purchase Price: (i) all delinquent taxes and assessments, including penalties and interest, which are a lien against the Property as of the date of Closing; (ii) any assessments which are a lien against the Property and due; and (iii) all unpaid current real estate taxes and installments of assessments, if any, which are a lien against the Property, prorated through the date of Closing. The proration shall be based upon a 365-day year and be based upon the most recent assessed valuation of the Property and shall be final at Closing.

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

(c) Closing Costs. At Closing, Seller shall pay (i) any and all state and county real estate transfer taxes and related conveyance fees required to be paid in connection with the recording of the Deed transferring title to the Property to the Buyer; (ii) the premium and all costs and expenses related to the issuance of the Title Policy, provided Seller shall not be responsible for costs related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Policy other than the cost of any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 7 above; and (iii) one-half of all escrow and closing fees charged by the Escrow Agent. Buyer shall pay (i) any recording and filing fees for the Deed; (ii) costs of the Title Commitment; (iii) costs of the Title Policy to the extent related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Commitment and Title Policy other than any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 6 above; (iv) the cost of the Survey; and (v) one-half of all escrow and closing fees charged by the Escrow Agent. Any costs not listed above shall be paid in accordance with the community custom as determined by the Escrow Agent.

12. Broker. Buyer and Seller represent and warrant that they have not dealt with any person, firm, real estate broker, or realtor in connection with the sale of the Property and no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any other realtor or broker in connection with the sale of the Property and each Party agrees to indemnify the other for any claims therefore.

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

(a) Seller.

(i) the Deed, subject only to Permitted Exceptions as determined under the terms of this Agreement;

(ii) the closing settlement statement;

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

(b) Buyer.

(i) the Note and Mortgage, properly executed and, as to the Mortgage, notarized;

(ii) any additional funds necessary for Closing;

(iii) executed counterparts of any other documents listed in Section 13(a) required to be signed by the Buyer;

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

14. Default.

(a) Buyer's Remedies. If this Agreement becomes a binding contract without any contingencies, then any failure to close escrow which is the fault of Seller constitutes a default by Seller under this Agreement, and if Seller fails to cure such default within five (5) days of receipt of written notice of default from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to either: (i) cancel this Agreement, in which case Buyer shall be entitled to the immediate return of the Deposit; or (ii) institute an action for specific performance.

(b) Seller's Remedies. If Buyer fails to perform any of its obligations hereunder and fails to cure such default within five (5) days of receipt of written notice of default from Seller, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and keep the Deposit as liquidated damages by reason of Buyer's breach. The parties acknowledge that Seller's actual damages would be difficult or impossible to determine and that liquidated damages in the amount of the Deposit are reasonably equivalent to Seller's damages as a result of any such breach.

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

16. Condemnation. In the event that any portion of the Property (excluding any immaterial portion that does not affect the value of the Property as determined in Buyer's reasonable discretion) is either taken by eminent domain proceedings or, any threat thereof is issued by any applicable governmental authority, Buyer shall have the right, at its election, to either (i) terminate this Agreement without liability on its part, or (ii) proceed with the acquisition of the Property and receive from Seller an assignment of all eminent domain proceeds. Buyer shall exercise this election within thirty (30) days after receipt of evidence that the Property is under the threat of any eminent domain proceedings.

17. Notice. All notices given under this Agreement shall be in writing and delivered either by (a) the United States Postal Service, certified mail, return receipt requested, postage prepaid; (b) personal delivery; (c) a nationally recognized overnight air courier service; or (d) email (provided that another form of notice described herein is also used); in each case sent, delivered or emailed to the parties as listed below. Each notice shall be deemed given upon the date sent. The lawyer for any party is entitled to give notice under the terms hereof. If any party

has multiple notice addresses and those notice addresses are identical, then the notice requirement shall be satisfied if a single notice is sent to that same address. Any party may change at any time its notice address by delivering a change of address notice using the foregoing notice procedures.

If to Seller: Bob McDorman Real Estate, LLC  
6500 Lithopolis-Winchester Road  
Canal Winchester, Ohio 43110  
Email: alicemcdorman@aol.com

With a copy to:

Steven G. Gentry, Esq.  
Gentry Law Group, LLC  
2000 W. Henderson Road, Suite 355  
Columbus, Ohio 43220  
Email: sgg@sgentrylaw.com

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

With a copy to:

James S. Gray, Esq.  
Frost Brown Todd LLC  
One Columbus, Suite 2300  
Columbus, Ohio 43215  
Email: jgray@fbtlaw.com

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

18. Miscellaneous. This Agreement may be changed, waived, or amended only in an agreement signed by all parties to this Agreement. Except as specifically provided herein, this Agreement contains the entire understanding between the parties relating to the subject matter hereof, and it supersedes any and all prior oral or written understandings or agreements relating to any such matters. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs, executors, administrators, legal and personal representatives, as applicable. Buyer may not assign its rights under this Agreement without the prior written consent of Seller except that Buyer may assign its rights under this Agreement to another public entity or to an entity set up and controlled by Buyer for the purpose of taking title to the Property without the consent of Seller. The captions of the several sections of this

Agreement are not a part hereof, and these captions shall not be used to interpret any of the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. The Recitals are intended to be a part of this Agreement and are incorporated into the body hereof. All parties signing this Agreement have taken all duly authorized action necessary to authorize the execution of this Agreement and to execute any and all documents related hereto, and each of the parties may rely upon this section of the Agreement without the necessity of having further documentation to evidence such authority. If either party defaults under its obligations set forth in this Agreement, the non-defaulting party shall be entitled to recover reasonable attorneys' fees and expenses incurred by the non-defaulting party in defending, initiating or otherwise enforcing its rights under the terms of this Agreement. The parties specifically acknowledge, represent, and warrant that all of the terms and conditions of this Agreement are adequately and fully supported by consideration. In computing any period of time under this Agreement, the day of the act or event for which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event, the period shall run through the next business day. This Agreement may be executed in counterparts and shall be fully enforceable so long as both parties have signed either one Agreement or documents in counterpart. This Agreement may be executed with signatures delivered by either facsimile or email, and copies of such signatures so delivered shall be deemed as originals. Time is of the essence with respect to the parties' respective obligations under the terms of this Agreement. Both parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement, and accordingly, in interpreting any of the provisions of this Agreement, no rules of construction shall be adopted to deem that the Agreement shall be read in favor of any party which may not have participated in drafting one or more provisions of the terms of this Agreement.

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

20. Building Name. Buyer agrees that the Building shall be named the "The Bob McDorman Building" and that this obligation shall survive Closing.

*[End of Agreement – Signatures on Next Page]*

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

**SELLER:**

BOB MCDORMAN REAL ESTATE, LLC, an  
Ohio liability company

By: Alice F McDorman

Name: ALICE F MCDORMAN

Title: AGENT

Date: AUGUST 12, 2019

**BUYER:**

CITY OF CANAL WINCHESTER, OHIO, an Ohio  
municipal corporation

By: Michael Ebert

Michael Ebert, Mayor

Date: 8-16-, 2019

Exhibit A-1

Legal Description

**Tract 1:**

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

Being Lots No. 21, 22, and 23 in DOVE'S ADDITION to the Village (now City) of Canal Winchester as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio.

Parcel Numbers: 184-000019, 184-000020, 184-000021.

N9  
All of  
(184)  
19,  
20,  
21

**Tract 2:**

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

Being 119 feet off of the northerly end of 35 feet off of the easterly side of Lot Number 24 in DOVE'S ADDITION, to the Village (now City) of Canal Winchester and the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, Page 142, Recorder's Office Franklin County, Ohio.

Parcel Number. 184-000360.

N9  
All of  
(184)  
360

**Tract 3:**

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

Being Lot Number 24 in DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio, except 35 feet off the east side of said lot.

Parcel Number. 184-000257

N9  
All of  
(184)  
257

**Tract 4:**

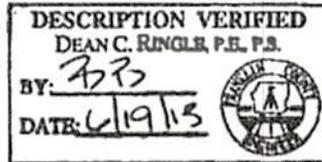
Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lot Number 25 In DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat book 3, page 142, Recorder's Office Franklin County, Ohio except a strip off of the southerly end of said lot conveyed to the Scioto Valley Traction Company by deed recorded In Deed Book 361, Page 348, Franklin County Recorder's Office.

EXCEPTING THEREFROM the following:

Being a strip of land off the rear of the grantor's Lot No. 25 Dove's Addition to the Village of Canal Winchester, Ohio, said strip to include all the land lying between the Ohio Canal and a ditch through the lot and parallel to said canal, said ditch being 56 to 63 feet North of the Centerline of the final location of the Scioto Valley Traction Company and containing 1/10 of an acre, more or less.

Parcel Number: 184-000321



N9  
All of  
(184)  
321

SCHEDULE C

Exhibit A

File Number: 06-6386

Policy Number: 06-6386

Situated in the County of Franklin, State of Ohio and in the Township of Madison, Canal Winchester Corp:

TRACT 1: Beginning at a point on the west line of Middle Alley, in the Village of Canal Winchester, Ohio, <sup>90.2</sup> ~~980.2~~ feet, southerly from the northeast corner of Lot 25, of Reuben Dove's Addition; thence southerly with the west line of Middle Alley, 31.8 feet to a point 24.2 feet north of the old center line of the track of The Scioto Valley Railway & Power Company, measured at right angles thereto; thence westerly, running 122.0 feet south of and parallel with the south line of Waterloo Street 82.5 feet to the east line of Lot 24, of a point 24.35 feet north of the old center line of the track; thence northerly, with the west line of Lot 24, 38.65 feet to a point in the center of a former ditch; thence southeasterly, with the center line of said former ditch, 82.72 feet to the point of beginning, containing 0.069 of an acre of land, more or less; being part of the south half of Lot 25 (now no. 227) of Reuben Dove's Addition to the Village of Canal Winchester, Ohio, being tract no. 17 of deed from Henry B. Peters to C. T. Edmonds, April 8th, 1932, and part of the land conveyed to The Scioto Valley Traction Company by D. C. Young, December 198, 1901; recorded in Vol. 967, page 398, and Vol. 361, page 346, Franklin County, Ohio, Records of Deeds.

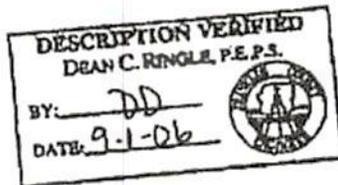
TRACT 2: Beginning at the southeast corner of Lot 25, Reuben Dove's Addition; thence West with South line of said lot 25, 82.5 feet to the southwest corner thereof, thence northerly with the east line of Lot 26, 10 feet; thence easterly, running 10 feet north and parallel with the south line of Lot 25, 82.5 feet to the west line of Middle Alley; thence southerly with the west line of Middle Alley, 10 feet to the point of beginning, containing .019 of an acre, more or less.

TRACT 3: Beginning at a point, the southeast corner of Lot 24, of Reuben Dove's Addition to the Village of Canal Winchester, Ohio; thence westerly with the south line of said Lot 24, 35.0 feet to a point; thence northerly 10.0 feet parallel with the east line of said Lot 24, to a point; thence easterly running 10.0 feet north of and parallel with the south line of said Lot 24, 35.0 feet to a point; thence southerly with the line between Lots 24 and 25, 10 feet to the point of beginning. Containing 0.008 of an acre of land, more or less, and being part of Lot 24 conveyed to the Scioto Valley Traction Company by J. T. Finchbaugh, May 20, 1902; recorded in Vol. 356, page 1555, Franklin County, Ohio, records of Deeds.

TRACT 4: Being three (3) feet off of the south end of the following described real estate: Being <sup>35</sup> ~~33~~ feet off of the east side of Inlot Number 24 in Dove's Addition to the Village of Canal Winchester, Ohio, as the said Lot is numbered and shown on the recorded plat of said Addition, except such portion of said lot as was heretofore conveyed to The Scioto Valley Traction Company off of the South end of said Lot.

aka 15 S. Trise St., Canal Winchester, Oh 43110

N-9 alley  
(134)  
251



DESCRIPTION OF A FOUR (4) FOOT STRIP  
SOUTH OF WATERLOO STREET  
WEST OF TRINE STREET

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, Section 30, Township 15, Range 20, Congress Lands East of Scioto River, being a four (4) foot wide strip of land along the northerly extent of the historic Ohio and Erie Canal as demonstrated on the Ohio & Erie Canal Plat No. 148 on file with the Ohio Department of Natural Resources, Canal Lands Office, and being out of that 1.291 acre tract as described in a Governor's Deed to the Village of Canal Winchester, filed August 6, 1964 of record in Deed Book 2581, Page 545, all references to records are on file in the Recorder's Office, Franklin, County Ohio, said strip being more particularly described as follows:

Commencing at a 5/8" rebar with a plastic cap stamped "E.P. Ferris Surveyor 8230" found at the northeasterly corner of Lot 25 as delineated on the plat of "Reuben Doves Addition" of record in Plat Book 3, Page 142 and being the intersection of the southerly right of way line of Waterloo Street and the westerly right of way of Trine Street;

Thence South  $30^{\circ}22'10''$  West, along the easterly line of said Lot 25, the westerly line of said Trine Street, passing a mag-nail found at a distance of 90.21 feet, a total distance of 132.00 feet to a mag-nail found at the southeasterly corner of said Lot 25, in the northerly line of said 1.291 acre tract and being the True Place of Beginning of the strip of land herein described:

Thence South  $30^{\circ}22'10''$  West, continuing along the westerly line of said Trine Street, into said 1.291 acre tract, a distance of 4.00 feet to a mag-nail set;

Thence North  $59^{\circ}57'59''$  West, through said 1.291 acre tract, along a line parallel to the northerly line of said 1.291 acre tract, a distance of 412.06 feet to an iron pin set;

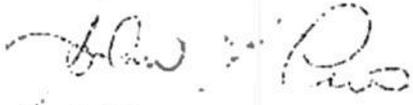
Thence North  $30^{\circ}02'01''$  East, a distance of 4.00 feet to an iron pin set in the northerly line of said 1.291 acre tract, in the southerly line of said "Reuben Doves Addition";

Thence South  $59^{\circ}57'59''$  East, along the northerly line of said 1.291 acre tract, along the southerly line of said "Reuben Doves Addition", a distance of 412.08 feet to the True Place of Beginning and containing 0.037 acre of land.

Bearings are based on South  $59^{\circ}57'59''$  East along the southerly right of way line of Waterloo Street and are referenced to the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS) utilizing GPS observations of the Ohio Department of Transportation Virtual Reference Stations from a survey of the premises by others.

The foregoing description has been prepared by BRH Group, Inc. from an actual field survey of the premises on April 8, 2013. Iron pins set are 5/8" rebar, 30" long with a plastic cap stamped "BRH Group".

BRH Group, Inc.



John L. Price  
Professional Surveyor No. 7159  
(Project 40234)

08/02/2013



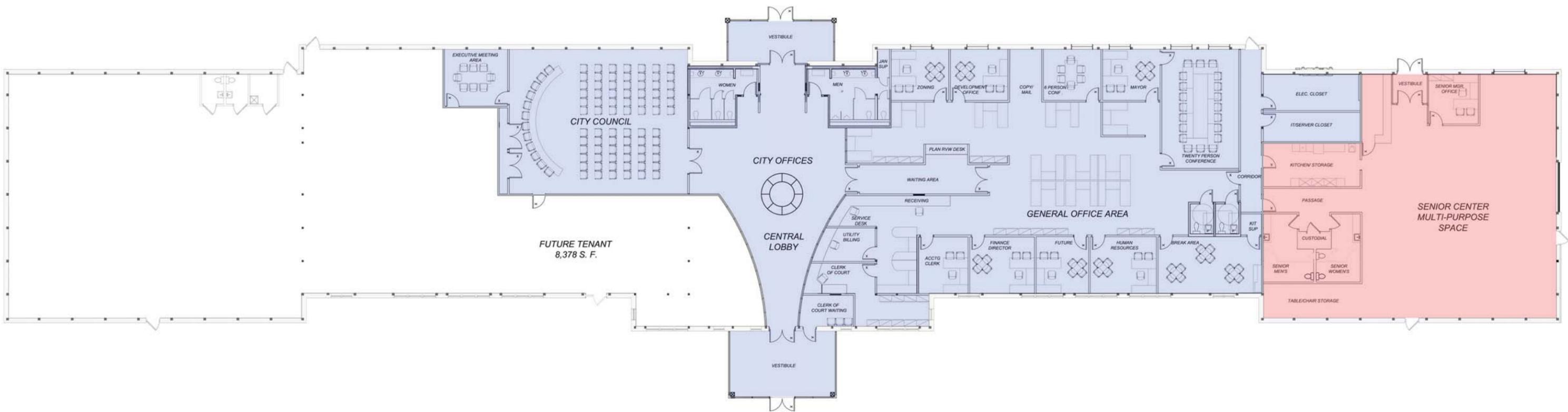
N-9  
Split  
0.037 Area  
out of  
(184)  
751

DESCRIPTION VERIFIED  
DEAN C. RUSSELL P.E. P.S.  
BY:   
DATE: 12 Aug 13

Exhibit  
C

0128850.0615530 4851-0473-8207v1

[GLG00015950 1 ]



BOB McDORMAN BUILDING  
 PROJECT: CANAL WINCHESTER CITY OFFICES  
 10/17/2019

**FMS**

FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC.

# Discussion on Canal Winchester Municipal Operations

City Council Public Meeting

December 16, 2019

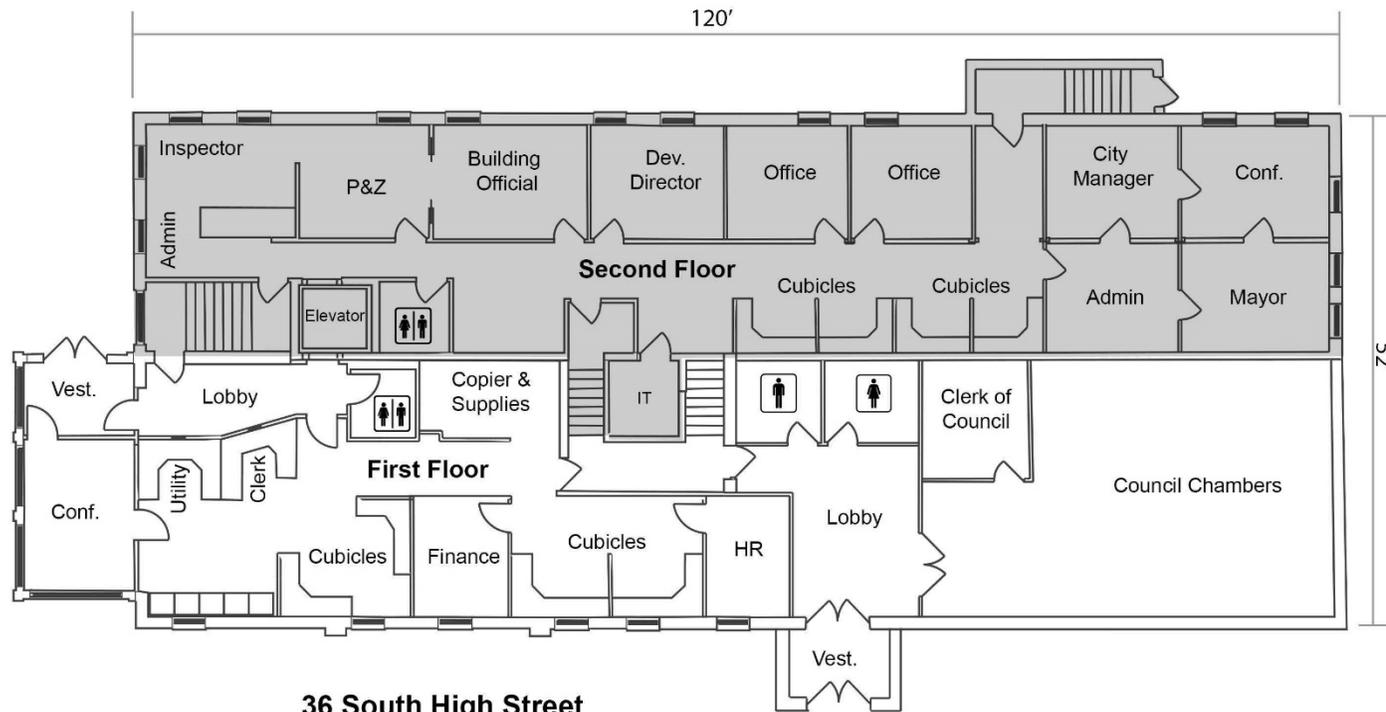
# Goals of the Proposed Project

- ◆ Centralize municipal operations within the Old Town area of Canal Winchester so the municipal operations remain in the heart of the community.
- ◆ Provide for a larger public meeting space to allow for more resident engagement in an accessible location with modern technological capabilities.
- ◆ Provide for expanded area for municipal offices to address current shortage and opportunity for future growth as our City expands.
- ◆ Provide for security upgrades for our existing operations.
- ◆ Provide expanded area for the community center and modernize that operation and facility in a secure and structurally sound building.
- ◆ Provide for a larger structure with dedicated parking and security upgrades for growth in our law enforcement needs.
- ◆ Eliminate necessary expenditures to address deferred maintenance on aging buildings.

# Alternatives considered

- ◆ Purchase a land site to construct a new building – examined sites on North High Street, Groveport Road, Gender Road, and West Waterloo Street.
- ◆ Examined alternate buildings for purchase and renovation – 30 Liberty Street, 108 N. High Street.
- ◆ Examined a proposed building addition to 36 S. High Street in association with the parking improvements proposed in the Stradley Place plan in the Old Town Plan.

# Alternatives Considered



## 36 South High Street

Existing: 3,408 sq. ft.

New: 6,528 sq. ft.

\*Excluding Basement\*



# The Proposal - 45 East Waterloo Street

- ◆ Moving the Municipal Building operations from 36 S. High Street to 45 East Waterloo Street.
- ◆ Moving the Town Hall operations from 10 N. High Street to 45 East Waterloo Street.
- ◆ Moving the Community Center operations from 22 S. Trine Street to 45 East Waterloo Street.
- ◆ Demolishing the existing building at 22 S. Trine Street and replacing the structure with a larger public parking lot.
- ◆ Potential for Sherriff's Department operations to expand in 10 N. High Street or relocate to 36 S. High Street.
- ◆ Provides the potential for the Columbus Metropolitan Library to relocate the Canal Winchester branch into the building – pending further negotiations and approvals. Thereby doubling the size of their space within our community.

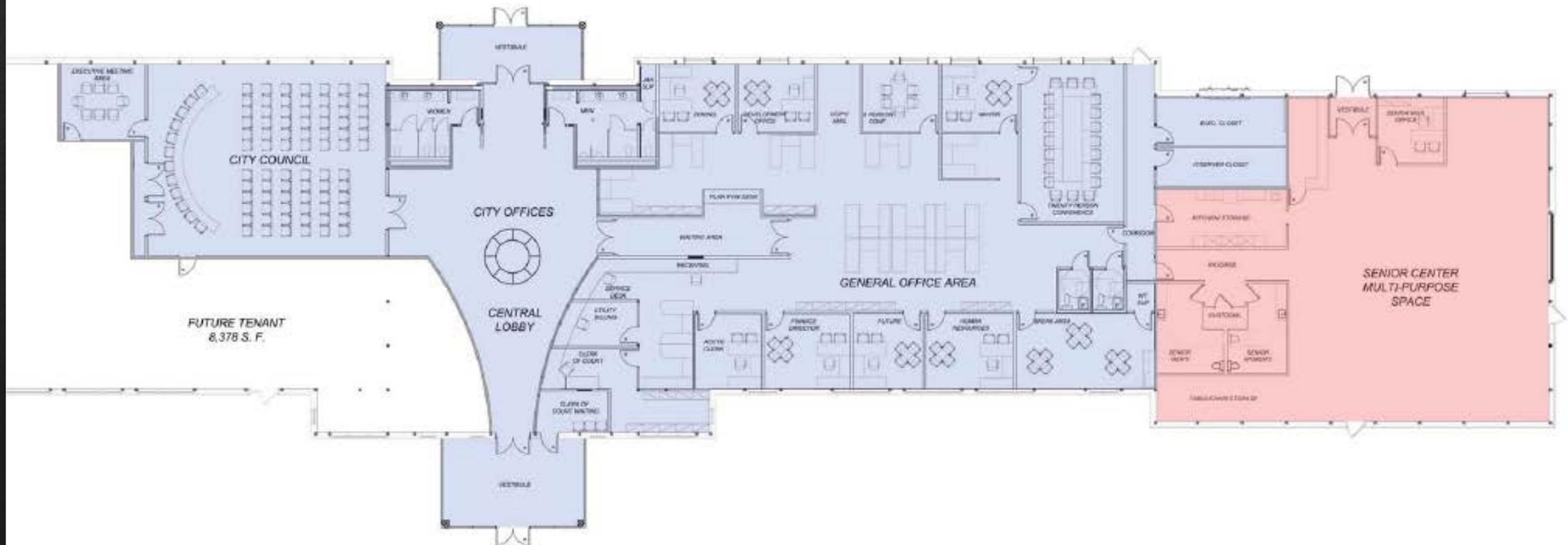
# Contract Details

- ◆ Entered into contract on 08/16/2019
- ◆ Proposed purchase of the 23,739 square feet building, 1.29 acres, and 27 parking spaces.
- ◆ The proposed purchase price is \$2,400,000 or (\$101/square foot)
- ◆ The seller is financing the purchase of the property at 4% interest for a 10-year term.
- ◆ The city will make quarterly payments – 40 payments of \$73,093.44
- ◆ The seller placed the condition on the sale that the proposed municipal complex will be named “The Bob McDorman Building”.
- ◆ The City must close on the property by February 12, 2019.
- ◆ Currently negotiating improvements, space layout and budgeting with the Columbus Metropolitan Library regarding their location in the proposed tenant space.

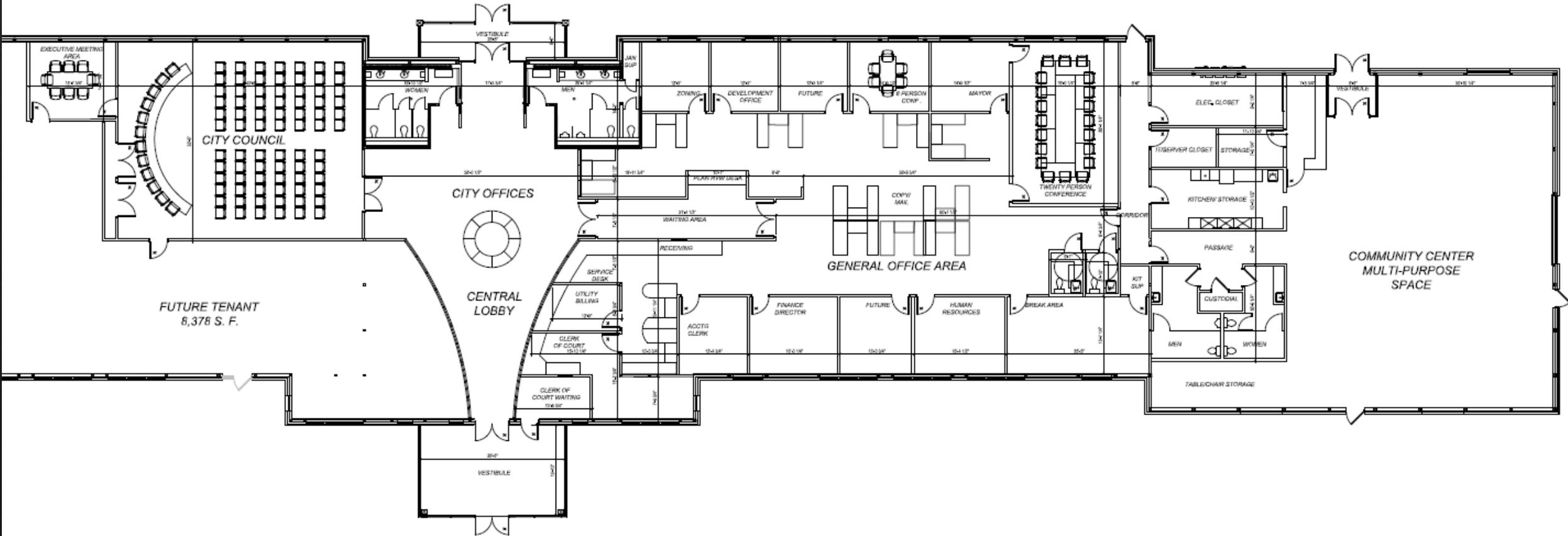
# Property Appraisal and Cost

- ◆ Property was appraised by Rober Weiler Company in January 2017 for \$3,200,000.
- ◆ Property was then listed with Robert Weiler Company for \$3,200,000.
- ◆ Appraisal estimates land value at \$450,000
- ◆ Per the appraisal the cost to build the building and develop the site was \$2,375,000, this does not include the land cost of \$385,000 to Bob McDorman Real Estate.
- ◆ The appraisal notes the building replacement cost value for structure itself at \$2,474,775 for the 2017 calendar year. Construction costs have increased since that time.
- ◆ Our contracted purchase price for the land, building, and improvements is \$2,400,000, which is less than the cost to develop this building and site.

# Preliminary Concept for Space Planning



# Preliminary Concept for Space Planning



# Preliminary Concept for Parking



- Total parking increases by 40 to 50 spaces over current configuration.
- Parking configuration along East Waterloo Street will not change from parallel spaces
- All parking is more accessible with an entrance from Trine Street.
- This is a concept only, likely will be reconfigured once engineered due to grade changes, stormwater management, etc.

# Due Dilligence

- ◆ Due diligence period was completed on 11/13/2019
- ◆ Due diligence including examining concepts for the use of the site, preliminary cost estimates for the improvements, use and layout of the current adjacent community center site, ALTA survey and preliminary title commitment, consultations with our building official/plans examiner on necessary infrastructure improvements and preliminary negotiations with a potential tenant for the eastern portion of the building.
- ◆ Preliminary estimates provided by the engaged architect estimate the required improvements to convert the space for municipal uses to be approximately \$2,200,000. This includes some improvements for the tenant spaces that are common to the building.

# Preliminary Exterior Concept



# Preliminary Exterior Concept



# Preliminary Exterior Concept



# This proposal meets the following expectations

- ◇ Larger, safer facility for city offices.
- ◇ Larger 90+ seating capacity and a more modern facility for council meetings. Flexible space that allows for more community use.
- ◇ Allows for video recording and broadcasting of public meetings.
- ◇ Larger more modern facility for the Community Center (approximately 20% larger).
- ◇ Allows for the Sherriff's Deputies to move to a larger, more modern, and secure facility that is easy to find.
- ◇ Allows for additional space for an increased number of deputies when the need arises (currently in 840 sf).
- ◇ Provides more parking in the downtown area with the demolition of the current community center.
- ◇ Utilizes a very visible vacant Old Town building and converts it into a vital community hub for all of the community to use and enjoy.
- ◇ Including a proposed tenant brings more of the community into the government center and allows more people to engage with their local government.
- ◇ Provides for all spaces to be completely ADA accessible for all residents.

For additional information  
contact



Lucas Haire  
Development Director  
City of Canal Winchester  
614-837-1894  
[lhaire@canalwinchesterohio.gov](mailto:lhaire@canalwinchesterohio.gov)

## **McDorman Building Notes**

Immediate issues that proposed plan addresses

### **Municipal Offices**

- Convenient front and rear shared entry features.
- Building accessible to all.
- Expanded area for city offices, double the space.
- Secure area for Water Billing clerk.
- Secure area for Clerk of Courts.
- Mayor's Court can be operated in the same building as the Clerk's office and records.
- Secure area for all Finance activities.
- Convenient drop-off for utility bill payments.
- Room for future office space, staffing needs.
- Shared Restroom facilities.
- Prevents costly security upgrades required at the existing facility.
- Ample daily employee parking to the rear of the building and in the expanded public parking lot, including accessible parking.

### **Council Chambers – Public Meeting Space**

- Convenient front and rear shared entry features.
- Building Accessible to all.
- Larger public meeting space.
- 90+ seating capacity.
- Better viewing area for residents.
- Private meeting space for council members.
- Shared Restroom facilities
- Ample parking to the rear of the building and in the expanded public parking lot, including accessible parking.
- Updated technology for council meetings
- Video recording broadcast capabilities.
- Upgraded Sound and video system

### **Community Center**

- Convenient front and rear entry features.
- Building accessible to all.
- Nearly 20% larger than the current occupied space.
- Modern restrooms.
- Larger dining or hall space.
- Upgrades Restroom facilities.
- Eliminates congestion at the entrance to the facility/offices.

- Increases natural light in the space.
- Convenient daily parking behind the building and in the expanded public parking lot, including handicap accessible parking
- Prevents costly repairs of the existing structure (roof, flooding, restrooms)
- Prevents needed building addition.

#### Tenant

- Convenient front and rear shared entry features.
- Building accessible to all.
- Shared meeting space.
- Shared restroom facilities.
- Ample parking spaces behind the building and in the expanded public parking lot, including accessible parking.
- Allows greater utilization of public facilities.
- Allows greater public interaction with their local government.

#### Policing facility

- Secure facility.
- Larger facility allowing for future growth.
- Updated technology.
- Private restroom facilities.
- Increased storage areas.
- Removes their main offices from a basement space that has suffered moisture problems.
- Makes their space easier to find for the public – not a basement/side door.



## FEINKNOFF MACIOCE SCHAPPA ARCHITECTS

12/12/2019

995 West Third Avenue

Columbus, OH 43212

614/297-1020 phone

### Canal Winchester - McDorman Bldg Renovation

	Quantity**	Unit*	Unit Cost	Total
<b>Project scope items</b>				
Disposal of ALL remaining interior FF&E by City	1	ls	\$0.00	\$0.00
No kitchen equipment costs included or equipment relocation costs for Senior Center	1	ls	\$0.00	\$0.00
No Furnishings Fixtures and Equipment Included	1	ls	\$0.00	\$0.00
<b>A. Demolition</b>				
1. Remove all Large Ceiling Fans & small entry fans - return to Owner	4	ls	\$ 2,500.00	\$ 2,500.00
2. Demo Entry Restroom	1	ls	\$ 1,750.00	\$ 1,750.00
3. Partial Demo existing elec room	1	ls	\$ 1,750.00	\$ 1,750.00
4. Demo slab as required for installation of new plumbing for new & additional restrooms	1	ls	\$ 8,500.00	\$ 8,500.00
5. Partial demo interior demising walls (chk bldg code for subdivision reqmnts).	1	ls	\$ 4,500.00	\$ 4,500.00
6. Demo exterior walls as req'd for new windows/doors	17	ea	\$ 2,000.00	\$ 34,000.00
7. Demo entry office walls and floor tile & small columns-removal of small columns TBD by engineer	1	ls	\$ 5,500.00	\$ 5,500.00
8. Remove overhead interior garage doors - return to Owner, if library to remove second door return to Owner	1	ea	\$ 1,750.00	\$ 1,750.00
9. Remove exterior overhead garage doors - return to Owner	2	ea	\$ 2,000.00	\$ 4,000.00
10. Remove Macro Air Fan Modules and return to Owner (relocate one for library?).	4	ea	\$ 175.00	\$ 700.00
11. Relocate existing wall hung fire extinguishers - place in new cabinets	7	ea	\$ 375.00	\$ 2,625.00

12. Retain existing interior gas line servicing unit ceiling unit heaters					
13. Remove and return ceiling unit heaters to Owner	4	ea	\$ 275.00	\$	1,100.00
14. Remove existing interior perimeter 2x "bumpers" - patch & repair walls	1	ls	\$ 6,000.00	\$	6,000.00
15. Remove & relocate existing man doors as shown	2	ls	\$ 300.00	\$	600.00
16. Remove existing brick veneer from exterior sidewalk on parking lot side of bldg	1	ls	\$ 350.00	\$	350.00
17. Remove existing lobby pendant lights from entry - return to Owner	1	ls	\$ 1,500.00	\$	1,500.00
18. Remove misc. wall mounted wood shelving	1	ls	\$ 300.00	\$	300.00

### B. Miscellaneous

<del>1. Metal Ships Ladder to attic space - typ of 3 - continue up into cupolas</del>		ea	\$ 2,000.00	\$	-
2. Retain existing ceiling flourescent lighting for servicing of above new susp clgs.				\$	-
3. New hat channels for new suspended ceilings support	14,478	sf	\$ 1.00	\$	14,478.00
<del>4. Any reuse purpose for ducts &amp; a/c for existing entry restroom?</del>				\$	-
5. Remove & relocate existing exit signs	4	ea	\$ 200.00	\$	800.00
6. Modify existing manual fire alarm system	1	ls	\$ 15,000.00	\$	15,000.00
7. Note location of existing floor outlets for future use in renovation				\$	-
8. Add new gyp bd over existing perimeter walls currently with wood siding (entry area)	1	ls	\$ 9,000.00	\$	9,000.00
9. Add new fc gyp bd - remove existing wood entry ceiling	1	ls	\$ 9,000.00	\$	9,000.00
10. New roof penetrations for venting of restrooms and new HVAC	1	ls	\$ 12,500.00	\$	12,500.00
11. Site Lighting - Pole fixtures (reuse bases & feeders) on Waterloo side	4	ea	\$ 2,000.00	\$	8,000.00
12. New Transformer (primary feeders by utility company)	1	ls	\$ 8,000.00	\$	8,000.00
13. UGE conduit - 1 ea. 5"PVC for primary	200	lf	\$ 25.00	\$	5,000.00
14. UGE conduit 1ea 2" PVC conduit for phone	200	lf	\$ 15.00	\$	3,000.00
15. Door Scopes	5	ea	\$60.00	\$	300.00
16. Allowance Minor curb/street repair & sidewalk at Community Center south entry only	1	ea	\$ 6,000.00	\$	6,000.00
17. Allowance Minor curb/street repair & sidewalk at South Main entry only	1	ea	\$ 12,000.00	\$	12,000.00
18. Allowance Minor curb/street repair & sidewalk at Waterloo Main entry only	1	ea	\$ 40,000.00	\$	40,000.00

### C. Exterior

1. Main Waterloo Entry new exterior aluminum storefront glass & doors	534	sf	\$ 35.00	\$	18,690.00
2. Main South Entry new exterior aluminum storefront glass & doors	498	sf	\$ 35.00	\$	17,430.00
3. Community Center South Entry new exterior aluminum storefront glass & doors	77	sf	\$35.00	\$	2,695.00

4. Main South Entry new structure and roof	196	sf	\$ 35.00	\$ 6,860.00
5. New infill brick in lieu of siding	357	sf	\$ 25.00	\$ 8,925.00
6. New exterior windows	898	sf	\$ 35.00	\$ 31,430.00
7. New exterior doors (non-storefront)	3	ea	\$ 650.00	\$ 1,950.00
8. New exterior Hardy plank trim at new window openings	17	ea	\$ 750.00	\$ 12,750.00
9. New brick as required to fix new openings	1	ls	\$ 750.00	\$ 750.00
10. Exterior Patio Awning w/lighting	1	ea	\$ 11,000.00	\$ 11,000.00
11. New caulking and flashing	1	ls	\$ 12,500.00	\$ 12,500.00
12. Exterior South Façade - ventilation grilles	4	ea	\$ 3,000.00	\$ 12,000.00
13. Painting of all exterior hardy board	1	ls	\$ 25,000.00	\$ 25,000.00
14. Landscaping & Reseeding	1	ls	\$ 25,000.00	\$ 25,000.00
15. Paver patio outside Senior Center	1	ls	\$ 8,000.00	\$ 8,000.00
16. Outdoor patio furniture & benches	1	ls	\$ 10,000.00	\$ 10,000.00
17. New conc compressor pads	1	ls	\$ 8,000.00	\$ 8,000.00
18. Custom Aluminum Handrails	2	ls	\$ 4,500.00	\$ 9,000.00
19. Concrete Ramp	1	ls	\$ 25,000.00	\$ 25,000.00
20. Final Building Clean	1	ls	\$ 8,000.00	\$ 8,000.00
21. Custom Dormer Louvers for Fresh Air Intake - typ of 3	3	ea	\$ 15,000.00	\$ 45,000.00
22. Additional insulation above ceiling				

#### D. Interior

1. Interior storefront at office/lobby	270	sf	\$ 32.50	\$ 8,775.00
2. Glass pass-thru windows - typ of 5	4	ea	\$ 1,200.00	\$ 4,800.00
3. Storefront Door and Windows at Community Center	1	ls	\$ 8,000.00	\$ 8,000.00
4. Mail Room counters and cabinets	1	ls	\$ 8,000.00	\$ 8,000.00
5. Development Department Counter	1	ls	\$ 12,000.00	\$ 12,000.00
6. Mirrors in Restrooms	6	ea	\$ 1,000.00	\$ 6,000.00
7. Counters in Restrooms	2	ea	\$ 2,000.00	\$ 4,000.00
8. Toilet Partitions and accessories	15	ea	\$ 1,500.00	\$ 22,500.00
9. Paint Interior Walls	1	ls	\$ 24,000.00	\$ 24,000.00
10. Ceramic walls in Restrooms	1	ls	\$ 24,000.00	\$ 24,000.00
11. New Carpet Tile - Senior Center	3,386	sf	\$ 5.00	\$ 16,930.00
12. New Carpet Tile - Office	8,218	sf	\$ 5.00	\$ 41,090.00
13. Terazzo Flooring in vestibules, lobby and public restrooms	2,424	sf	\$ 15.00	\$ 36,360.00

14. New 2x2 suspended acoustical ceilings Senior Center	3,386	sf	\$ 4.00	\$ 13,544.00
15. New 2x2 suspended acoustical ceilings - Office	8,218	sf	\$ 4.00	\$ 32,872.00
16. Doors & Hardware	34	ea	\$ 1,200.00	\$ 40,800.00
17. Storefront Doors at lobby	4	ea	\$ 1,200.00	\$ 4,800.00
18. Egress Hardware	3	ea	\$ 1,000.00	\$ 3,000.00
19. 5/8" Gypsum Board	865	lf	\$10.00	\$ 8,650.00
20.Overhead coiling doors	2	ea	\$3,500.00	\$ 7,000.00

**E. Signage**

1. New Entry Sign Front and Rear	1	ls	\$ 50,000.00	\$ 50,000.00
2. New Front Monument Sign	1	ea	\$ 7,000.00	\$ 7,000.00
3. Restroom & Misc Signage	1	ls	\$ 3,000.00	\$ 3,000.00
4. Dedication Signage (insert in terazzo floor?)	1	ls	\$ 3,500.00	\$ 3,500.00
5. Waterloo Arched Canopy and Sign Community Center	1	ea	\$11,000	\$ 11,000.00
6. Rear Entry Canopy and Sign Community Center	1	ea	\$11,000	\$ 11,000.00

**Architectural hard cost construction sub-total** **\$ 933,104.00**

Contractor General Conditions <b>18%</b>	0.18			\$ 167,958.72
Contractor Overhead & Profit <b>16%</b>	0.16			\$ 149,296.64
Small Project Subcontractor Premium Factor <b>10%</b>	0.10			\$ 93,310.40

**Subtotal-Construction w/o PME** **\$ 1,343,669.76**

**PME/Prater**

Senior Center

HVAC	1	ls	\$ 59,800.00	\$ 59,800.00
Electrical	1	ls	\$ 47,275.77	\$ 47,275.77
Plumbing	1	ls	\$ 24,145.62	\$ 24,145.62

City Office

HVAC	1	ls	\$ 130,600.56	\$ 130,600.56
Electrical	1	ls	\$ 95,423.00	\$ 95,423.00
Plumbing	1	ls	\$ 55,293.76	\$ 55,293.76

**Subtotal-Construction w/o PME** \$ 412,538.71

Construction Hard Cost Total		<b>\$ 1,756,208.47</b>
Soft Costs & 8% Pre-Construction Contingency	0.16	\$ 280,993.36
Contingency 10%	0.10	\$ 175,620.85
<b>TOTAL BUDGET</b>		<b>\$ 2,212,822.67</b>

\*If Is is listed then sf costs were not used it is a lump sum

**ALTERNATE SUBTOTAL**

<b>Tenant Space</b>		
<b>No Architectural Improvements estimated</b>		
HVAC		\$118,716.26
Electrical		\$89,560.82
Plumbing		\$29,155.44
Subtotal Alternates		<b>\$237,432.52</b>

**ORDINANCE NO. 19-072**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT THREE PARCELS OF LAND FROM CROSSROADS CHRISTIAN LIFE CENTER AND DEDICATING 1.784 ACRES OF SUCH LAND AS ROAD RIGHT OF WAY FOR PUBLIC USE AND ACCEPTING SUCH IMPROVEMENTS TO BE KNOWN AS BIGERTON BEND.**

WHEREAS, Council approved the rezoning of 27.762 acres to Multi-Family Residential (AR-1) with Ordinance 27-00; and

WHEREAS, a condition of zoning approval was the donation of the floodway on both sides of Tussing-Bachman Ditch at the time that the development plan for the AR-1 tract is approved; and

WHEREAS, a condition of zoning approval was an internal roadway system that will generally follow Dale Bertsch's conceptual plan with the east-west connector road be designed; and

WHEREAS, a condition of the conditional use approval #CU-17-004 the applicant makes the connection to Bigerton Bend from the proposed Canal Street extension and to allow for its incorporation as road right-of-way; and

WHEREAS, Canal Street which was accepted by the City with the approval of the Winchester Boulevard, Waterloo Street, and Canal Street Dedication and Easements recorded as Plat Book 102 Page 38-40 of the Franklin County Recorder's records east of Gender Road be renamed to Bigerton Bend with the acceptance of newly constructed portion of Bigerton Bend as described in Exhibit A.

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

SECTION 1. That Council does hereby accept the 2.356 acre parcel of land depicted in Exhibit A and described in Exhibit B along the Tussing-Bachman Ditch as public land.

Section 2. That Council does hereby accept the 0.764 acre parcel of land depicted in Exhibit A and described in Exhibit C along the Tussing-Bachman Ditch as public land.

Section 3. That Council does hereby accept the 1.784 acre parcel of land depicted in Exhibit A and described in Exhibit D as road right of way for public use and accept such as improvements to be known as Bigerton Bend.

Section 4. That Council does hereby authorize Canal Street east of Gender Road as dedicated in Plat Book 102 Page 38-40 of the Franklin County Recorder's records be renamed to Bigerton Bend.

Section 5. That Council hereby authorizes and directs the Law Director to record and appropriate General Warranty Deed from Crossroads Christian Life Center, evidencing the acceptance of the parcel and the right-of-way dedicated as authorized herein.

SECTION 6. 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:

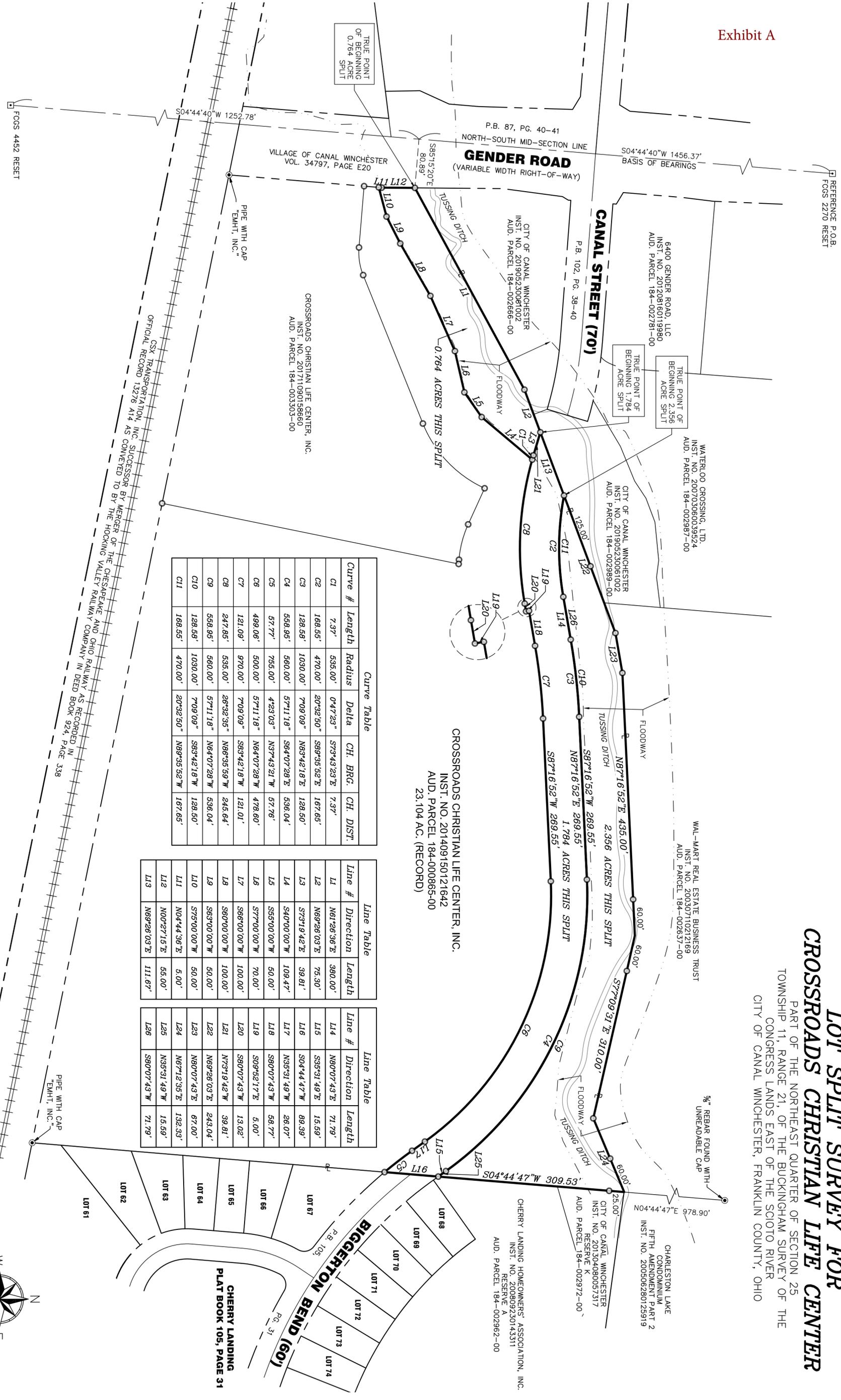
\_\_\_\_\_  
LEGAL COUNCIL

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.

\_\_\_\_\_  
CLERK OF COUNCIL

# LOT SPLIT SURVEY FOR CROSSROADS CHRISTIAN LIFE CENTER

PART OF THE NORTHEAST QUARTER OF SECTION 25  
TOWNSHIP 11, RANGE 21, OF THE BUCKINGHAM SURVEY OF THE  
CONGRESS LANDS EAST OF THE SCIOTO RIVER  
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO



Curve #	Length	Radius	Delta	CH. BRG.	CH. DIST.
C1	7.37'	535.00'	0°47'23"	S79°43'23"E	7.37'
C2	168.55'	470.00'	20°32'50"	S89°35'52"E	167.65'
C3	128.58'	1030.00'	7°09'09"	N83°42'18"E	128.50'
C4	558.95'	560.00'	57°11'18"	S64°07'28"E	536.04'
C5	57.77'	765.00'	4°23'03"	N37°43'21"W	57.76'
C6	499.06'	500.00'	57°11'18"	N64°07'28"W	478.60'
C7	121.09'	970.00'	7°09'09"	S83°42'18"W	121.01'
C8	247.85'	535.00'	26°32'35"	N86°35'58"W	245.64'
C9	558.95'	560.00'	57°11'18"	N64°07'28"W	536.04'
C10	128.58'	1030.00'	7°09'09"	S83°42'18"W	128.50'
C11	168.55'	470.00'	20°32'50"	N89°35'52"W	167.65'

Line #	Direction	Length
L1	N61°26'36"E	380.00'
L2	N69°26'03"E	75.30'
L3	S73°19'42"E	39.81'
L4	S40°00'00"W	109.47'
L5	S55°00'00"W	50.00'
L6	S77°00'00"W	70.00'
L7	S66°00'00"W	100.00'
L8	S60°00'00"W	100.00'
L9	S63°00'00"W	50.00'
L10	S75°00'00"W	50.00'
L11	N04°44'36"E	5.00'
L12	N00°27'15"E	55.00'
L13	N69°26'03"E	111.67'

Line #	Direction	Length
L14	N80°07'43"E	71.79'
L15	S35°31'49"E	15.59'
L16	S04°44'47"W	89.39'
L17	N35°31'49"W	28.07'
L18	S80°07'43"W	56.77'
L19	S09°52'17"E	5.00'
L20	S80°07'43"W	13.02'
L21	N73°19'42"W	39.81'
L22	N69°26'03"E	243.04'
L23	N80°07'43"E	67.00'
L24	N67°12'35"E	132.33'
L25	N35°31'49"W	15.59'
L26	S80°07'43"W	71.79'

**CERTIFICATION**  
THIS PLAT WAS PREPARED BY SMART SERVICES, INC. AND IS A TRUE AND ACCURATE REPRESENTATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, OF A SURVEY MADE BY SAME IN APRIL 2016 AND DECEMBER 2019.  
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE POLICY. ALL OWNERSHIP SHOWN IS BASED UPON RECORD DATA ACQUIRED AT THE TIME OF SURVEY. NO GUARANTEE IS PLACED UPON ACTUAL OWNERSHIP OF ANY PROPERTY.  
EASEMENTS MAY EXIST ON SUBJECT PROPERTY THAT WOULD BE REVEALED IN A TITLE EXAMINATION.

**PROPERTY ADDRESS**  
GENDER ROAD, CANAL WINCHESTER, OHIO

**PERTINENT DOCUMENTS**  
DEEDS TO SUBJECT PROPERTY AND ADJACENT PROPERTIES  
SUBDIVISION PLATS AS SHOWN  
ROADWAY DEDICATION PLATS AS SHOWN

**BASIS OF BEARINGS**  
BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007).

**LEGEND**  
● 1" PIPE FOUND - UNLESS OTHERWISE NOTED  
○ 5/8" x 30" REBAR W/YELLOW ID  
○ CAP LABELED "SMART SERVICES"  
▲ RAILROAD SPIKE FOUND  
⊗ MAG NAIL  
□ MONUMENT ASSEMBLY

DRAWN BY:	B. SMART	DATE:	DEC. 12, 2019
CHECKED BY:	B. SMART	DRAWING NO.:	670701 R1/DWG
DWG NO.:	670701	SHEET	1 OF 1

GRAPHIC SCALE  
( IN FEET )  
1 inch = 100 ft.

PREPARED BY:  
**SMART SERVICES, INC.**  
88 W. CHURCH STREET, NEWARK, OHIO 43055  
PHONE: (740) 345-4700 FAX: (740) 522-4706

## Exhibit B



**LEGAL DESCRIPTION**  
**2.356 ACRES**  
**FOR CROSSROADS CHRISTIAN LIFE CENTER**  
**December 12, 2019**  
Page 1 of 3

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road (variable width right-of-way); thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, *South 04 degrees 44 minutes 40 seconds West, 1456.37 feet* to a point, said point being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25, *South 04 degrees 44 minutes 40 seconds West, 1252.78 feet*;

Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, and the northwest corner of said Crossroads Christian Life Center property;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Three (3) courses:

1. *North 61 degrees 26 minutes 36 seconds East, 380.00 feet* to an Iron Pin Set;
2. *North 69 degrees 26 minutes 03 seconds East, 75.30 feet* to an Iron Pin Set in the southerly line of a proposed roadway extension;
3. *North 69 degrees 26 minutes 03 seconds East, 111.67 feet* to an Iron Pin Set in the northerly line of a proposed roadway extension, and the **True Point of Beginning** of the parcel herein described;

Thence continuing along the northerly line of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002) and the property conveyed to Wal-Mart Real Estate Business Trust by Inst. No. 200307110212169, **North 69 degrees 26 minutes 03 seconds East, 243.04 feet** to an Iron Pin Set, passing an Iron Pin Set at 125.00 feet;

**LEGAL DESCRIPTION**  
**2.356 ACRES**  
**FOR CROSSROADS CHRISTIAN LIFE CENTER**  
**December 12, 2019**  
Page 2 of 3

Thence along the northerly lines of said Crossroads Christian Life Center property, and along the southerly lines of said Wal-Mart Real Estate Business Trust property, the following Four (4) Courses:

- 1) **North 80 degrees 07 minutes 43 seconds East, 67.00 feet** to an Iron Pin Set;
- 2) **North 87 degrees 16 minutes 52 seconds East, 435.00 feet** to a point, passing an Iron Pin Set at 375.00 feet;
- 3) **South 77 degrees 09 minutes 31 seconds East, 310.00 feet** to an Iron Pin Set,, passing an Iron Pin Set at 60.00 feet;
- 4) **North 67 degrees 12 minutes 35 seconds East, 132.33 feet** to a point at the northeast corner of said Crossroads Christian Life Center property, said point being the southeast corner of said Wal-Mart Real Estate Business Trust property, the southwest corner of Charleston Lake Condominium Fifth Amendment Part 2 as recorded in Inst. No. 200506280125919, and the northwest corner of Reserve K of Cherry Landing as recorded in Plat Book 105, Page 31, passing an Iron Pin Set at 72.33 feet;

Thence along the easterly line of said Crossroads Christian Life Center property, and the westerly line of Reserves K and A of said Cherry Landing, **South 04 degrees 44 minutes 47 seconds West, 309.53 feet** to an Iron Pin Set, passing an Iron Pin Set at 25.00 feet;

Thence crossing said Crossroads Christian Life Center property, the following Six (6) courses:

- 1) **North 35 degrees 31 minutes 49 seconds West, 15.59 feet** to an Iron Pin Set at a point of curvature;
- 2) Along a curve to the left having a **radius of 560.00 feet, an arc length of 558.95 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears North 64 degrees 07 minutes 28 seconds West, 536.04 feet** to an Iron Pin Set;
- 3) **South 87 degrees 16 minutes 52 seconds West, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 4) Along a curve to the left having a **radius of 1030.00 feet, an arc length of 128.58 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears South 83 degrees 42 minutes 18 seconds West, 128.50 feet** to an Iron Pin Set;
- 5) **South 80 degrees 07 minutes 43 seconds West, 71.79 feet** to an Iron Pin Set at a point of curvature;
- 6) Along a curve to the right having a **radius of 470.00 feet, an arc length of 168.55 feet, a delta angle of 020 degrees 32 minutes 50 seconds, and a chord which bears North 89 degrees 35 minutes 52 seconds West, 167.65 feet** to the True Point of Beginning, **containing 2.356 acres** more or less

**LEGAL DESCRIPTION**  
**2.356 ACRES**  
**FOR CROSSROADS CHRISTIAN LIFE CENTER**  
**December 12, 2019**  
Page 3 of 3

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

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Brian D. Smart, P.S.  
Registered Surveyor No. 7611

## Exhibit C



**LEGAL DESCRIPTION**  
**0.764 ACRES**  
**FOR CROSSROADS CHRISTIAN LIFE CENTER**  
**December 12, 2019**  
Page 1 of 2

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road (variable width right-of-way); thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, *South 04 degrees 44 minutes 40 seconds West, 1456.37 feet* to a point, said point being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25, *South 04 degrees 44 minutes 40 seconds West, 1252.78 feet*;

Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, the northwest corner of said Crossroads Christian Life Center property, and the **True Point of Beginning** of the parcel herein described;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Two (2) courses:

1. **North 61 degrees 26 minutes 36 seconds East, 380.00 feet** to an Iron Pin Set;
2. **North 69 degrees 26 minutes 03 seconds East, 75.30 feet** to an Iron Pin Set in the southerly line of a proposed roadway extension;

Thence crossing said Crossroads Christian Life Center property, along the southerly line of a proposed roadway extension the following Two (2) Courses:

- 1) **South 73 degrees 19 minutes 42 seconds East, 39.81 feet** to an Iron Pin Set at a point of curvature;
- 2) Along a curve to the left having a **radius of 535.00 feet, an arc length of 7.37 feet, a delta angle of 000 degrees 47 minutes 23 seconds, and a chord which bears South 73 degrees 43 minutes 23 seconds East, 7.37 feet** to an Iron Pin Set;

**LEGAL DESCRIPTION**  
**0.764 ACRES**  
**FOR CROSSROADS CHRISTIAN LIFE CENTER**  
**December 12, 2019**  
Page 2 of 2

Thence crossing said Crossroads Christian Life Center property the following Seven (7) Courses:

- 1) **South 40 degrees 00 minutes 00 seconds West, 109.47 feet** to an Iron Pin Set;
- 2) **South 55 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set;
- 3) **South 77 degrees 00 minutes 00 seconds West, 70.00 feet** to an Iron Pin Set;
- 4) **South 66 degrees 00 minutes 00 seconds West, 100.00 feet** to an Iron Pin Set;
- 5) **South 60 degrees 00 minutes 00 seconds West, 100.00 feet** to an Iron Pin Set;
- 6) **South 63 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set;
- 7) **South 75 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set on the easterly right-of-way line of Gender Road, said point being the easterly line of said Village of Canal Winchester property (O.R. 34797 E20), and in the westerly line of said Crossroads Christian Life Center property;

Thence along the easterly right-of-way line of Gender Road, the easterly line of said Village of Canal Winchester property (O.R. 34797 E20), and the westerly line of said Crossroads Christian Life Center property, the following Two (2) courses:

- 1) **North 04 degrees 44 minutes 36 seconds East, 5.00 feet** to an Iron Pin Set;
- 2) **North 00 degrees 27 minutes 15 seconds East, 55.00 feet** to the True Point of Beginning, **containing 0.764 acres** more or less

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

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Brian D. Smart, P.S.  
Registered Surveyor No. 7611

## Exhibit D



**LEGAL DESCRIPTION**  
**1.784 ACRES**  
**FOR CROSSROADS CHRISTIAN LIFE CENTER**  
**December 12, 2019**  
Page 1 of 3

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

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Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, and the northwest corner of said Crossroads Christian Life Center property;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Two (2) courses:

1. *North 61 degrees 26 minutes 36 seconds East, 380.00 feet* to an Iron Pin Set;
2. *North 69 degrees 26 minutes 03 seconds East, 75.30 feet* to an Iron Pin Set in the southerly line of a proposed roadway extension, and the **True Point of Beginning** of the parcel herein described;

Thence continuing along the northerly line of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), **North 69 degrees 26 minutes 03 seconds East, 111.67 feet** to an Iron Pin Set;

Thence crossing said Crossroads Christian Life Center property, the following Six (6) courses:

- 1) Along a curve to the left having a **radius of 470.00 feet, an arc length of 168.55 feet, a delta angle of 020 degrees 32 minutes 50 seconds, and a chord which bears South 89 degrees 35 minutes 52 seconds East, 167.65 feet** to an Iron Pin Set;
- 2) **North 80 degrees 07 minutes 43 seconds East, 71.79 feet** to an Iron Pin Set at a point of curvature;

**LEGAL DESCRIPTION**  
**1.784 ACRES**  
**FOR CROSSROADS CHRISTIAN LIFE CENTER**  
**December 12, 2019**  
Page 2 of 3

- 3) Along a curve to the right having a **radius of 1030.00 feet, an arc length of 128.58 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears North 83 degrees 42 minutes 18 seconds East, 128.50 feet** to an Iron Pin Set;
- 4) **North 87 degrees 16 minutes 52 seconds East, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 5) Along a curve to the right having a **radius of 560.00 feet, an arc length of 558.95 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears South 64 degrees 07 minutes 28 seconds East, 536.04 feet** to an Iron Pin Set;
- 6) **South 35 degrees 31 minutes 49 seconds East, 15.59 feet** to an Iron Pin Set on the easterly line of said Crossroads Christian Life Center property, said point being in the westerly line of Cherry Landing as recorded in Plat Book 105, Page 31;

Thence along the easterly line of said Crossroads Christian Life Center property, and the westerly line of said Cherry Landing, **South 04 degrees 44 minutes 47 seconds West, 89.39 feet** to an Iron Pin Set;

Thence crossing said Crossroads Christian Life Center property, the following Ten (10) courses:

- 1) Along a curve to the right whose **radius bears North 50 degrees 05 minutes 07 seconds East, 755.00 feet, having an arc length of 57.77 feet, a delta angle of 004 degrees 23 minutes 03 seconds, and a chord which bears North 37 degrees 43 minutes 21 seconds West, 57.76 feet** to an Iron Pin Set;
- 2) **North 35 degrees 31 minutes 49 seconds West, 26.07 feet** to an Iron Pin Set at a point of curvature;
- 3) Along a curve to the left having a **radius of 500.00 feet, an arc length of 499.06 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears North 64 degrees 07 minutes 28 seconds West, 478.60 feet** to an Iron Pin Set;
- 4) **South 87 degrees 16 minutes 52 seconds West, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 5) Along a curve to the left having a **radius of 970.00 feet, an arc length of 121.09 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears South 83 degrees 42 minutes 18 seconds West, 121.01 feet** to an Iron Pin Set;
- 6) **South 80 degrees 07 minutes 43 seconds West, 58.77 feet** to an Iron Pin Set;
- 7) **South 09 degrees 52 minutes 17 seconds East, 5.00 feet** to an Iron Pin Set;

**LEGAL DESCRIPTION**  
**1.784 ACRES**  
**FOR CROSSROADS CHRISTIAN LIFE CENTER**  
**December 12, 2019**  
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- 8) **South 80 degrees 07 minutes 43 seconds West, 13.02 feet** to an Iron Pin Set at a point of curvature;
- 9) Along a curve to the right having a **radius of 535.00 feet, an arc length of 247.85 feet, a delta angle of 026 degrees 32 minutes 35 seconds, and a chord which bears North 86 degrees 35 minutes 59 seconds West, 245.64 feet** to an Iron Pin Set;
- 10) Thence **North 73 degrees 19 minutes 42 seconds West, 39.31 feet** to the True Point of Beginning, **containing 1.784 acres** more or less

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

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Brian D. Smart, P.S.  
Registered Surveyor No. 7611

# Mayors Report



December 16, 2019

Michael Ebert, Mayor

## **Christmas in the Village:**

This event continues to grow each year. An estimated crowd of 2,500 + was in attendance on Friday evening but with a lower attendance on Saturday, Buckeyes Football Championship Game night. Still yet, the lines were steady for nearly every activity.

## **Historical Society:**

The CWAHS sold 135 street signs during Christmas in the Village. The signs were donated to them by the city as surplus, unusable inventory.

## **McDorman Building:**

Bi-weekly meetings continue with FMS Architects for planning and design purposes of the building.

## **Christmas Holiday:**

All city offices will be closed on Christmas Day and will close at 2:00pm on Christmas Eve,

## **New Years Holiday:**

All city offices will be closed on January 1<sup>st</sup> and will close at 3:00pm on December 31<sup>st</sup> New Years Eve.

Day of Month	# Dispatched Calls	# Pick-up Runs	# Multiple Unit Calls	# Reports	# Addendums	# F.I. Cards	# Civil Paper Attempts	# Civil Papers Served	# Bldg Checks	# Vacation Checks	# Traffic Stops	# Citations	# Warnings	# Felony Arrests	# Misd Arrests	# Warrant Arrests	# OVI Arrests	# Probate (Pink Slip)	# Charge Packets	# Summons In Lieu	# Misd Charges Filed	# Fel. Charges Filed	Total Down Time	Total No. of Staff
1	24	44	21	4	1	0	0	0	180	14	5	3	2	0	0	2	0	0	0	0	0	0	2,412	8:00
2	11	19	11	2	0	0	0	0	39	8	1	0	1	0	1	1	0	0	0	0	0	1	1,330	6:50
3	18	19	5	1	0	0	0	0	89	12	4	3	2	0	1	0	1	0	0	0	0	2	1,922	6:00
4	18	32	16	4	1	0	0	0	123	11	5	4	1	0	0	0	0	0	0	0	0	0	1,731	6:00
5	12	35	9	2	4	0	0	0	138	11	1	1	0	0	0	1	0	0	0	0	0	0	1,829	7:00
6	14	35	11	5	0	0	0	0	76	6	1	2	1	0	2	2	0	0	0	0	1	4	1,953	7:00
7	5	48	2	1	1	0	0	0	83	9	3	0	3	0	0	2	0	0	0	0	0	0	1,966	7:00
8	10	43	10	4	1	0	0	0	133	9	3	3	2	0	1	2	0	0	0	0	0	4	2,786	8:00
9	12	36	10	2	2	0	0	0	122	16	5	6	4	0	0	1	1	0	0	0	0	4	1,773	6:00
10	17	38	14	3	2	0	0	0	92	11	3	1	3	0	0	2	0	0	0	0	0	0	2,178	6:00
11	14	23	10	4	1	0	0	0	127	8	2	1	1	1	1	2	0	0	0	0	0	0	1,780	6:00
12	20	48	14	4	4	0	0	0	122	13	7	2	5	0	2	1	0	0	1	1	1	1	2,930	7:00
13	16	40	12	7	0	0	0	0	81	5	2	0	2	0	1	2	0	1	0	0	0	2	2,275	7:00
14	12	48	5	0	0	0	0	1	124	8	7	0	6	0	0	0	0	0	1	1	0	0	2,138	7:00
15	17	51	19	6	0	0	0	0	134	7	9	5	6	0	3	0	1	1	0	0	0	2	2,557	8:00
16	15	25	13	6	0	0	0	0	61	3	5	2	4	0	1	0	0	0	0	0	2	6	1,715	6:00
17	15	27	8	4	0	0	0	0	67	6	2	3	1	0	1	3	1	0	0	0	0	2	1,726	6:00
18	16	37	5	3	1	0	0	0	140	6	4	2	3	0	0	0	0	0	0	0	0	0	2,029	6:00
19	14	40	9	4	1	0	0	0	140	8	10	4	7	0	0	0	0	1	1	0	0	0	2,189	8:00
20	17	49	11	6	1	0	3	3	89	4	6	5	4	0	0	0	0	1	0	0	0	0	1,976	7:00
21	18	23	5	6	0	0	0	0	74	4	3	1	2	1	0	1	0	1	0	0	0	2	1,990	7:00
22	15	39	11	3	0	0	0	0	79	6	5	2	4	0	0	2	0	0	0	0	0	2	2,448	8:00
23	18	26	10	2	1	0	0	0	116	6	2	0	1	0	1	0	0	0	1	0	0	4	1,841	6:00
24	12	28	10	5	1	0	0	0	58	6	2	1	2	0	0	0	0	0	0	0	0	4	1,692	6:00
25	19	47	13	3	3	0	0	0	176	4	3	1	5	0	1	2	0	0	0	0	0	4	2,663	6:00
26	11	27	9	4	1	0	1	1	123	5	3	1	3	0	0	0	0	0	0	0	0	0	1,706	6:00
27	15	45	7	1	0	0	4	4	88	8	6	7	3	0	0	0	0	0	0	0	0	0	1,745	6:50
28	7	33	7	3	0	0	0	0	76	5	5	1	5	0	0	0	0	0	0	0	0	0	1,623	6:00
29	12	48	7	3	2	0	0	0	118	6	1	4	1	0	0	0	0	0	0	0	0	1	2,079	6:00
30	19	42	18	2	0	0	0	0	94	7	1	0	1	0	1	0	0	0	0	0	0	1	1,876	6:00
Total	443	1,095	312	104	28	0	8	9	3,162	232	116	65	85	2	17	26	4	5	4	4	44	7	60,858	6:63

Down Time 1st 67% and 63% 3rd SQ = 63% Average

AVG:



# COUNCIL UPDATE

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December 12, 2019

Finance Department  
Amanda Jackson, Finance Director

## **Project Status:**

*2017-2018 Audit* – It took much longer than anticipated but the 2017-2018 audit is finally complete. We received a clean opinion with only one minor comment. Overall, I am very pleased with the results. The city will not be audited again until 2021 for fiscal years 2019 and 2020.

*Reminders* – Just a reminder that the first Council meeting date in January will include an organizational meeting during which the oath of office will be given to the newly elected and re-elected council members and Mayor. You will also elect your president and vice president for the next two years, as well as make appointments to the various boards and committees. If anyone has any questions about this meeting, please let me know.

# COUNCIL UPDATE



December 12, 2019

Department of Public Service  
Matthew C. Peoples, Director

## **Project Status:**

**Gender Rd. Phase V:** Preliminary results of the OPWC application shows the project has scored high enough for funding. Final results are being released Friday the 13<sup>th</sup> and we will update at the 16<sup>th</sup> meetings.

**Gender Road Paving:** We have received a more formal cost estimate for the project of \$361,066 and will be presenting legislation in January. Final costs will be based on actual bid costs and final quantities.

**Gender Rd. Signal Synchronization Project:** ODOT's consultant is currently collection timing information and inventorying equipment. A new timing model is expected to be submitted for review in January.

**2020 Street CIP:** We are finalizing the design of the 2020 Street CIP which includes work on W. Waterloo, Williamson, Hilliard, Saylor, and Hemmingford, pool parking lot expansion and the Tussing Ditch path, as well as general pavement work and the sidewalk program.

**WRF Generator Project:** We are meeting with Ohio EPA to review our application for the loan program. The project is preliminary estimated at \$350,000 and the loan is for as many as 20 years with an interest rate as low as 0.72% including a possible \$50,000 in principal forgiveness.

**Solid Waste Contract:** We have submitted our requirements for SWACO's Consortium II and are awaiting final contracts for review. Additionally, Mayor Ebert & I met with Waste Management and we will be continuing discussions for future service.

**Westchester Park Improvements:** Site contractor is finalizing the path through the woods. The amenities contractor is completing the submittal process on the shelter house and finalizing the quote for the playground and other equipment.

Additionally, the fitness stations are complete at the Middle School and Elementary Schools and nearly complete on the ones at Westchester Park.

**McGill Park:** We received word the National Park Service (NPS) has approved the \$500,000 Land and Water Conservation Fund grant and are waiting for the Federal-State contract to be executed before we can proceed with design on the approximately \$2.5M project. Additionally, we are still awaiting word on the \$450,000 Clean Ohio Trail Fund grant.

**Groveport/Dye/Manor Waterline:** We are beginning to look at the Groveport/Dye/Manor Waterline Replacement project. The lines in that area are from the fifties and seventies and recent break, along with some drainage and pavement issues, has increased its priority. The cost will likely be above \$1M so we are looking into the possibility of either an OPWC application or OEPA loans.

**High St. RR X-ing:** Work is scheduled to start December 13<sup>th</sup> at 9:00 am and will require road closures until December 17<sup>th</sup>.

**Storm Sewer Replacement:** Contractor has completed site clearing on the project and the pipe replacement is scheduled for the first of December

**Northpointe Utilities Extension:** We are currently working with Bird & Bull on the design of the Northpointe Utilities extensions. The project is being paid for out of water and sanitary funds and be paid back by the Gender Rd. TIF funds.

**Trail Lighting:** Bill Sims and I met with South Central Power to get quotes on installing pole lighting along the Groveport bike path from Hanners Park west to the end of the trail.

# COUNCIL UPDATE

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December 12, 2019

Division of Urban Forestry  
Dick Miller, Urban Forester

## **Project Status:**

**Winter Work:** We will be working through the winter on invasive woody weed control, cutting median perennials and tree pruning.

**Tree Inventory:** We are continuing to work on adding to the initial tree inventory.

**Planning:** We are currently planning for 2020 projects, including; annual hanging baskets, tree give-away, and spring street tree plantings.

# COUNCIL UPDATE



December 11, 2019

Division of Water Reclamation  
Steve Smith, Superintendent

## **Project Status:**

**Control Replacement:** Bids are being solicited for replacement of the aging controls at the Rt. 33 lift station.

**Diffuser Replacement:** The failing diffusers in process tank 1 were replaced the first week of October. Work on the second tank was completed the last week of October/1st week of November. The cost of the new diffusers and the contractor's labor cost was paid for by the diffuser supplier.

**Sludge Press Upgrade:** We have requested a quote for the expansion and maintenance of the sludge press. This will involve adding the remaining two cells to the unit and performing much needed maintenance to the now 10-year-old machine. We hope to have the work done the first quarter of 2020 and costs are expected to be in the \$150K range.

**Air Release Valves:** The air release valves serving the Rt. 33 Lift station force main are being reworked and repaired.

**Manhole Inspections:** Manhole and sewer line inspections will occur in the Old Town, Cherry Landing, Ashbrook, and Canal Cove areas as part of the city's inspection process. Each manhole is inspected every 4 years as part of a preventative maintenance regimen. Any manhole involved in a backup or other anomaly is inspected more frequently. These inspections should be complete by year's end.

## **Safety:**

- A Safety committee meeting was held on 12/4/19 and the topic was cold weather preparation and safety.

# COUNCIL UPDATE



December 12, 2019

Division of Streets, Lands and Buildings  
Shawn Starcher, Manager

## **Project Status:**

**Leaf Pickup:** Leaf removal season officially ends Friday the 13<sup>th</sup> and crews are making their rounds of picking up last few piles throughout the town. A notice was sent out to residents on our website and Facebook page making everyone aware of this date.

**Street Sweeping:** Street Sweeping will continue to be scheduled weekly to collect debris from the gutter pans as long as the weather cooperates

**Storm Curb & Gutter Inlets:** Storm curb/gutter Inlets continue to be inspected and repaired if needed. This will continue as weather permits.

**Fitness Stations:** Crews continue to assist with building/installing outdoor fitness equipment for the Canal Winchester Schools and Westchester Park. This project is almost complete.

**Mowing Equipment:** Mowing equipment is being cleaned and prepped for Winter storage.

**Snow & Ice Control Equipment:** Brine trucks and most plow trucks are prepped and are ready for use. Leaf trucks will be converted to plow trucks after this Friday

**Christmas in the Village:** Crews just finished with our last city event of the year, Christmas in the Village. Setup and tear down went fairly well and the event seemed to be well attended once again.

# COUNCIL UPDATE



December 12, 2019

Division of Information Technology  
Rick Brown, Coordinator

## **Project Status:**

**Updates:** Updating web applications for greater enterprise security.

**Vendors:** Implementing new vendor updates for enterprise devices.

**Storage:** Increased storage capacity for enterprise system.

**Monitor:** Installed CAD monitor at Sheriff's Sub-Station

# COUNCIL UPDATE



December 12, 2019

Division of Water  
Joe Taylor, Superintendent

## Project Status:

### Plant Production:

- We pumped 22.603 Million Gallons in November at an average of .753 MGD (38% of capacity). Maximum daily flow was 0.957 MGD with an average hardness was 113 mg/l. There were no water complaints for this month.
- We are working with vendor to correct some of the moisture issues with the air system.

### Distribution:

- AMI Metering System installs are ongoing. We have approximately 1,896 units installed with approximately 1512 remaining (56% complete).
- We completed the fall valve bolt replacements on S. Gender Rd. and at the Ashbrook Tower with 13 valves completed in 2.5 days.
- We had six complaints for salty water on Wednesday the 27<sup>th</sup>. We found valves were inoperable due to moisture in the air system.
- 2019 chemical numbers:

○ Salt	1088 tons	\$185,213.00
○ Phosphate	1320 gallons	\$12,923.00
○ Chlorine	7590 gallons	\$9,400.00
○ Permanganate	5544 gallons	\$54,000.00
○ Fluoride	900 gallons	<u>\$3,383.00</u>
		\$264,919.00