

Canal Winchester

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



Meeting Agenda

December 16, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order

B. Roll Call

C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Sergeant Hendershot

D. Reports

Bill Sims -

Sergeant Hendershot -

November Statistics ([Report](#))

E. Request for Council Action

[RES 19-030](#)

Finance

A Resolution to Approve the Distribution of 2020 Bed Tax Grant Funds ([Resolution, Exhibit A](#))

- Request to move to full Council

[RES 19-031](#)

Mayor

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 ([Resolution](#))

- Request to move to full Council

[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](#))

- Request to move to full Council

F. Items for Discussion

G. Old/New Business

H. Public Meeting

[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, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

- Tabled

I. Adjournment

Patrol Bureau Shift Daily Summary
Canal Winchester Monthly Statistical Summary

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:

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)

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

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

Estimated 2020 Revenue \$ 150,000.00

2020 Budget Commitments

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

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	\$ -
Total Grants Requested	\$ 28,800.00	\$ 34,808.00		\$ 20,200.00		\$ 15,500.00

* 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. 19-072

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:

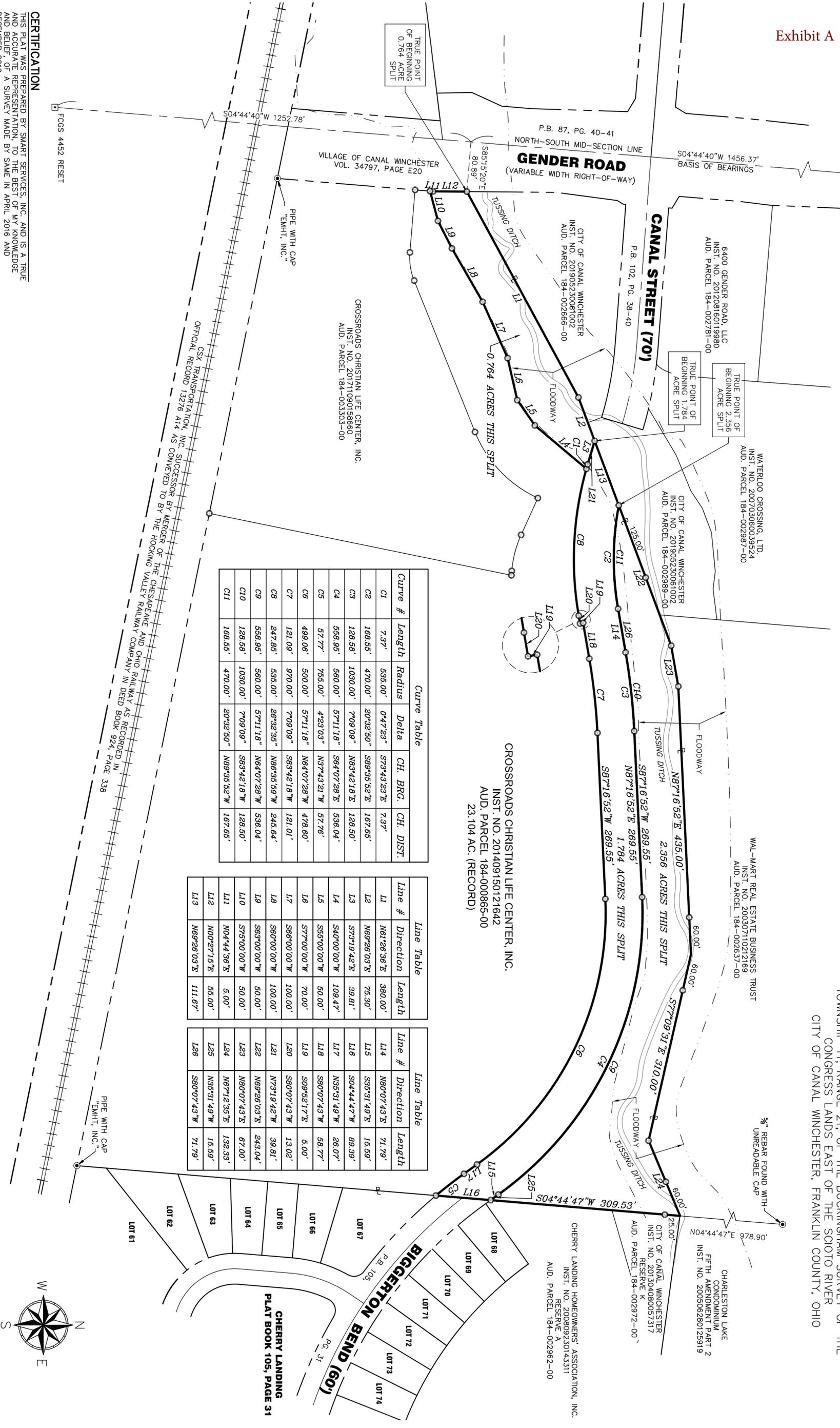
LEGAL COUNCIL

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 I.D.
- 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

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2.356 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
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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.

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

Exhibit C



LEGAL DESCRIPTION
0.764 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
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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;

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December 12, 2019
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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.

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

Exhibit D



LEGAL DESCRIPTION
1.784 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
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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 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;

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- 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;

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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.

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

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 (10th) 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:

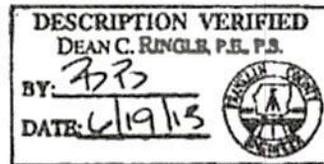
Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

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, ^{90.2}~~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.

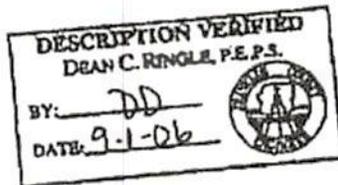
TRACT 2: Beginning at the southeast corner of Lot 25, Reuben Dove's Addition; thence West with South line of said lot 25, 82.5 feet to the southwest corner thereof, thence northerly with the east line of Lot 26, 10 feet; thence easterly, running 10 feet north and parallel with the south line of Lot 25, 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. Flinchbaugh, 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 ³⁵~~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°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°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°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;

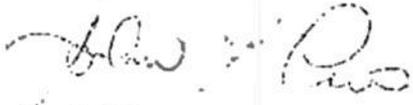
Thence North 30°02'01" East, a distance of 4.00 feet to an iron pin set in the northerly line of said 1.291 acre tract, in the southerly line of said "Reuben Doves Addition";

Thence South 59°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°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.



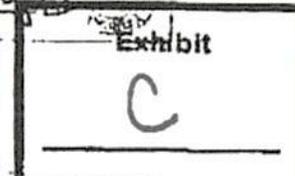
John L. Price
Professional Surveyor No. 7159
(Project 40294)

08/02/2013



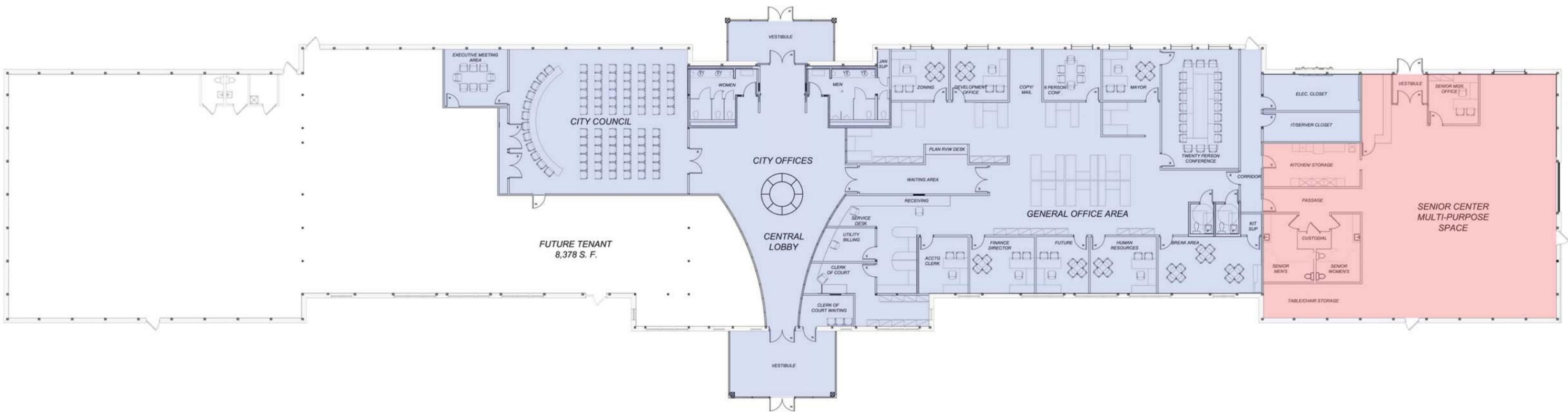
N-9
Split
0.037 Area
out of
(184)
751

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



0128850.0615530 4851-0473-8207v1

[GLG00015950 1]



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



FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC.

Discussion on Canal Winchester Municipal Operations

City Council Public Meeting

December 16, 2019

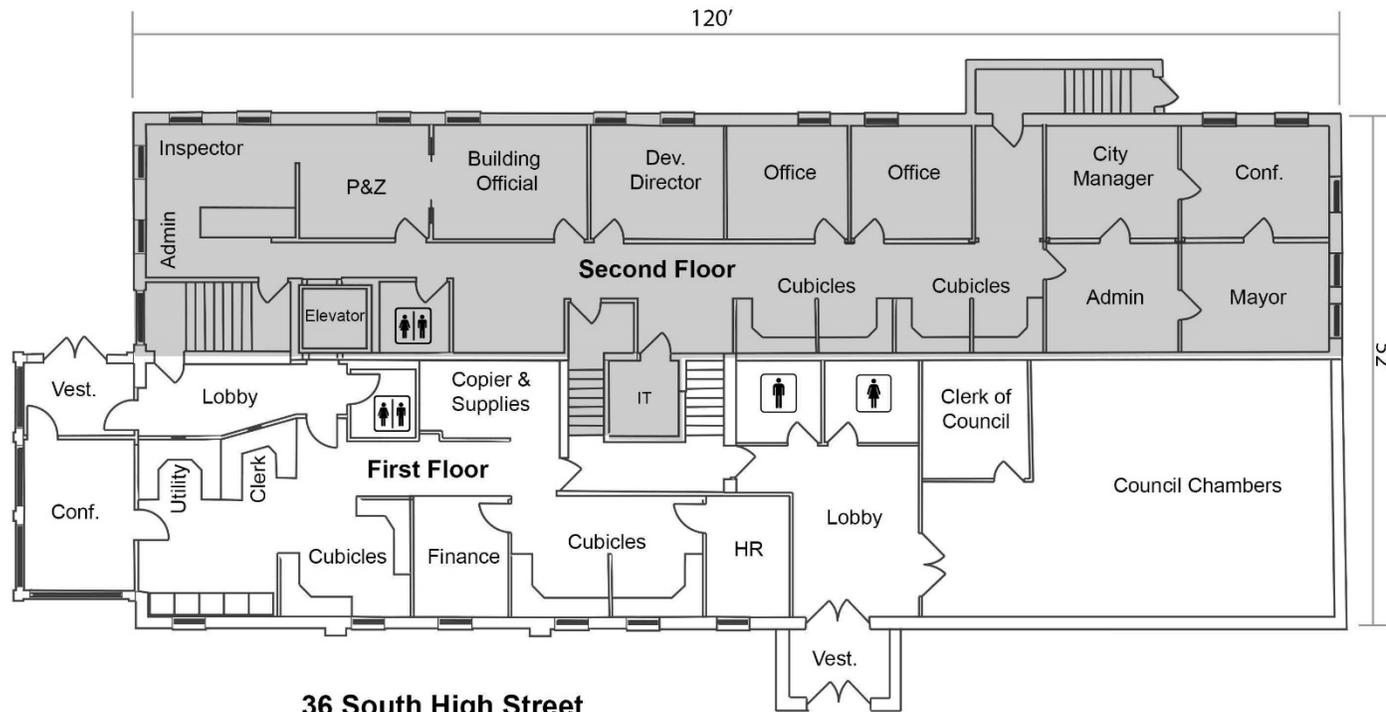
Goals of the Proposed Project

- ◆ 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.

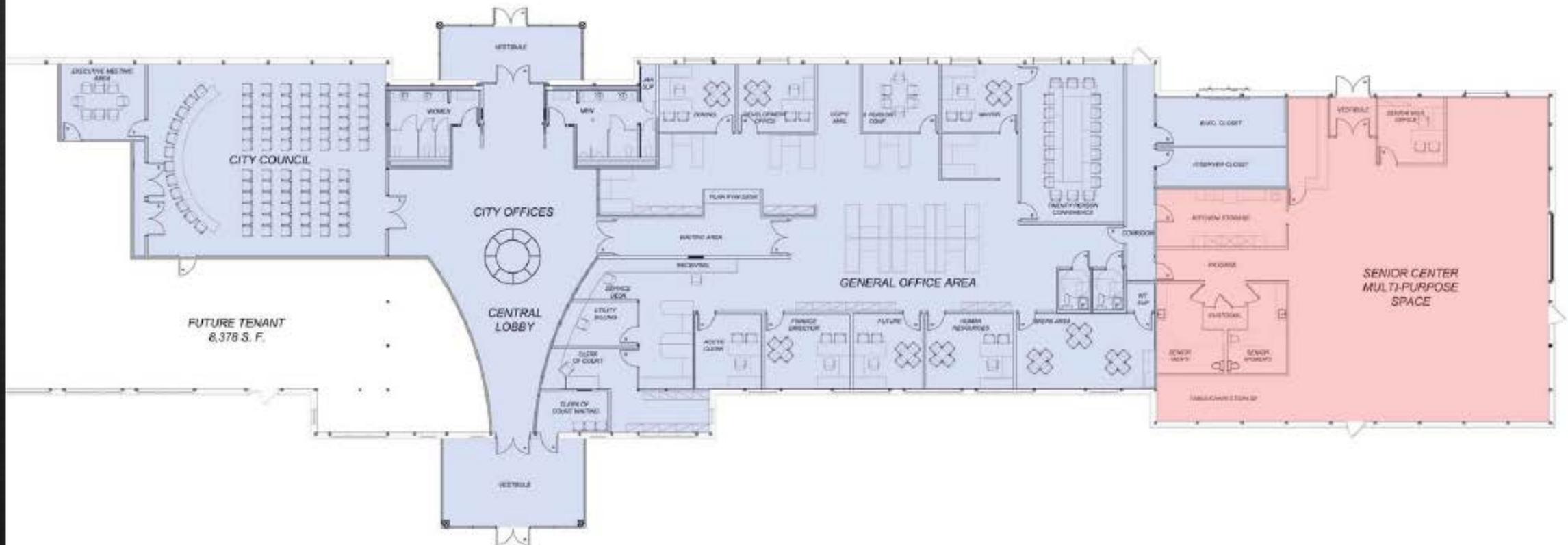
Contract Details

- ◆ 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.

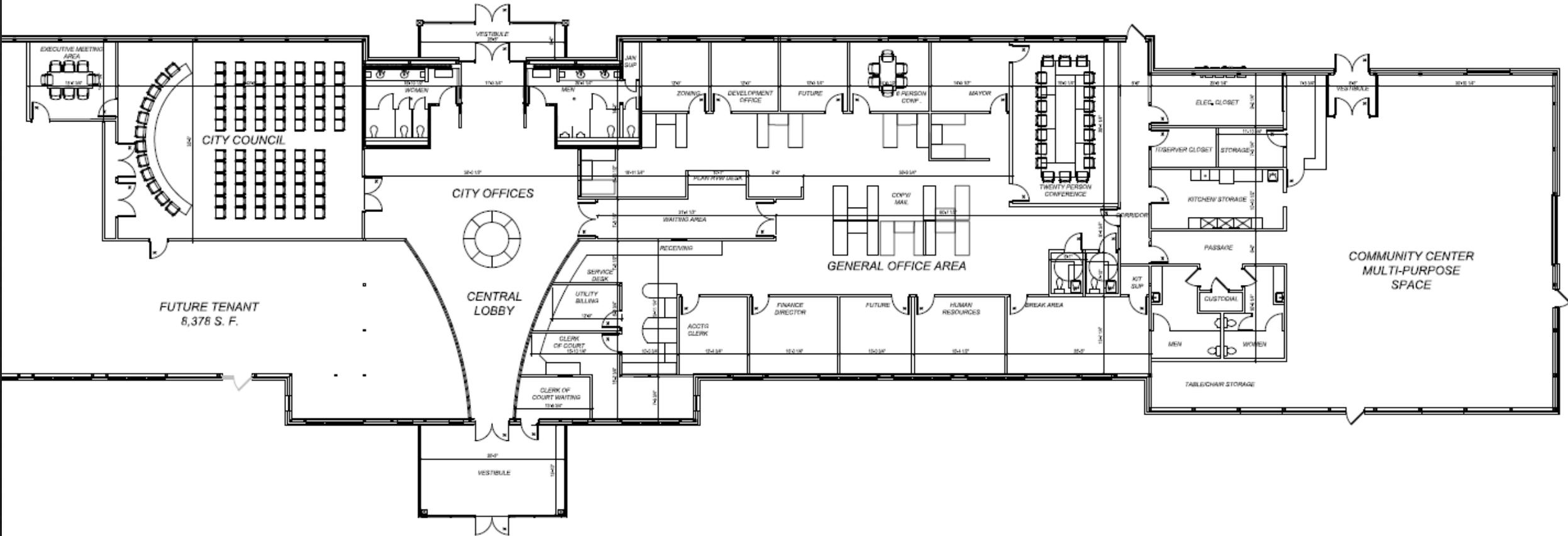
Property Appraisal and Cost

- ◆ 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

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
Project scope items				
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
A. Demolition				
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

1. Metal Ships Ladder to attic space - typ of 3 - continue up into cupolas		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
4. Any reuse purpose for ducts & a/c for existing entry restroom?				\$	-
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 18%	0.18			\$ 167,958.72
Contractor Overhead & Profit 16%	0.16			\$ 149,296.64
Small Project Subcontractor Premium Factor 10%	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		\$ 1,756,208.47
Soft Costs & 8% Pre-Construction Contingency	0.16	\$ 280,993.36
Contingency 10%	0.10	\$ 175,620.85
TOTAL BUDGET		\$ 2,212,822.67

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

ALTERNATE SUBTOTAL

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