

Canal Winchester

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



Meeting Agenda

January 21, 2020

6:00 PM

Council Work Session

Mike Coolman - Chair

Jill Amos

Will Bennett

Bob Clark

Patrick Lynch

Chuck Milliken

Mike Walker

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

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Rick Brown, Joe Taylor, Sergeant Hendershot, Shane Spencer

D. Reports

Bill Sims -

Dick Miller -

Steve Smith -

Shawn Starcher -

Rick Brown -

Joe Taylor -

Sergeant Hendershot-

Shane Spencer -

E. Request for Council Action**ORD 20-001**

Finance

An Ordinance to Authorize the Mayor to Enter Into a Contract for the Prosecution of Certain Criminal Cases and Certain Civil Division Cases in the Franklin County Municipal Court for the Calendar Year 2020 with the City of Columbus Attorney's Office (**Ordinance, Exhibit A**)

- Request to move to full Council

ORD 20-002

Construction Services

An Ordinance to Authorize the Mayor to Enter into a Contract with Quality Control Inspection, Inc. for Consulting Services Relating to Construction Inspection for the Period from January 31, 2020 Through December 31, 2022 (**Ordinance, Exhibit A**)

- Request to move to full Council

ORD 20-003

Finance

An Ordinance to Authorize the Mayor to Enter Into a Contract for Indigent Defense Representation in the Franklin County Municipal Court with the Franklin County Public Defender on Behalf of the City of Canal Winchester Mayor's Court for the Calendar Year 2020 (**Ordinance, Exhibit A**)

- Request to move to full Council

ORD 20-004

Development

An Ordinance Authorizing the City of Canal Winchester to Enter Into a Community Reinvestment Area Agreement with Northpoint Development, LLC, Pursuant to Section 3735.671 of the Ohio Revised Code; Authorizing the City of Canal Winchester to Enter Into a Related School Compensation Agreement with the Canal Winchester Local School District and Northpoint Development, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C](#))

- Request to move to full Council

ORD 20-005

Public Service

An Ordinance to Authorize the Mayor and Finance Director to Enter into a Contract with Fournier Industries, Inc. for the Upgrade and Expansion of the Dewatering Press and Declaring an Emergency ([Ordinance](#))

- Request to move to full Council

F. Items for Discussion

G. Old/New Business

H. Adjournment

ORDINANCE NO. 20-001

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROSECUTION OF CERTAIN CRIMINAL CASES AND CERTAIN CIVIL DIVISION CASES IN THE FRANKLIN COUNTY MUNICIPAL COURT FOR THE CALENDAR YEAR 2020 WITH THE CITY OF COLUMBUS ATTORNEY'S OFFICE

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the City of Columbus Attorney's Office for the prosecution of certain criminal cases in the Franklin County Municipal Court; and

WHEREAS, the City of Columbus Attorney's Office may also provide representation of the Bureau of Motor Vehicles in certain cases in the Civil Division of the Franklin County Municipal Court;

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the City of Columbus Attorney's Office to provide prosecution of certain criminal cases in the Franklin County Municipal Court for the period from January 1, 2020 through December 31, 2020 as detailed in the attached Exhibit A and included herein by reference.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

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

FINANCE DIRECTOR/CLERK OF COUNCIL

CONTRACT FOR LEGAL SERVICES

This contract is made this 11th day of December 2019 by and between the City Attorney of Columbus, Ohio (hereinafter "City Attorney") and the City of Canal Winchester for the prosecution of certain cases in the Franklin County Municipal Court, Criminal Division, for the provision of victim advocacy services by the City Attorney's Prosecutor Division, Domestic Violence/Stalking Unit (hereinafter "DVSU"), and for the representation of the Bureau of Motor Vehicles (hereinafter "BMV") in certain cases before the Franklin County Municipal Court, Civil Division.

SCOPE OF SERVICES:

1. The City Attorney, by and through its personnel in the Prosecutor Division, shall represent the BMV in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code Sections 4510.17 and 4510.037, in which the legal representative of the City of Canal Winchester would otherwise have a duty to represent the BMV.

2. The City Attorney, by and through its personnel in the Intake Section of the Prosecution Resources Unit ("PRU") of the Prosecutor Division, shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio and/or the Ordinances of the City of Canal Winchester, alleged to have occurred within the jurisdictional limits of the City of Canal Winchester, Franklin County. When appropriate, as determined by PRU personnel, the PRU will assist such individuals in the preparation and filing of complaints charging such offenses, in the sending of warning letters, in the provision of mediation services, and/or in the referring of matters for civil protection orders or to other governmental and/or social services agencies.

CONTRACT TERM:

The term of this Contract shall commence on January 1, 2020, and shall conclude on December 31, 2020, subject to prior termination as hereinafter provided. This Contract may be renewed at the option of both parties before the end date of this Contract.

BILLING AND PAYMENT TERMS:

<u>Services</u>	<u>Flat Fee</u>
Case with BMV Hearing(s)	\$30
Intake Services	\$30

- This billing structure shall apply to:
 - Intake services provided on or after January 1, 2020;

- BMV Hearings scheduled on or after January 1, 2020;
- Our office will bill your municipality on a quarterly basis and full payment is required within 90 days of the invoice date.
- Any cases/intake services/appeals commencing prior to January 1, 2020 shall be subject to the terms of the 2019 contract with our office.

TERMINATION:

Notwithstanding anything to the contrary in this Contract, both parties may terminate this Contract without liability upon written notice to the other party at least 30 days prior to termination.

APPLICABLE LAW:

The parties hereto agree that this Contract and the performance hereunder shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Contract on the day and year written above.

CITY OF COLUMBUS, OHIO

By: _____


Zach Klein, City Attorney

CITY OF CANAL WINCHESTER, OHIO

By: _____

ORDINANCE NO. 20-002

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTION, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 31, 2020 THROUGH DECEMBER 31, 2022.

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction inspection for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction inspection;

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

Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with Quality Control Inspection, Inc. to provide construction inspection for private and public capital projects in the City for the Period from January 31, 2020 through December 31, 2022.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Clerk of Council



Agreement

Contract No.: 110-19-05
Expiration: 12-31-2022
Client: City of Canal Winchester
Service: General Project Representation/
Contract Administration

This Agreement made this ____ day of _____ 201__ by and between Quality Control Inspection, Inc ("QCI") and the City of Canal Winchester ("OWNER").

WITNESSETH:

WHEREAS, QCI is in the business of providing consulting services relating to construction inspection

WHEREAS, the OWNER is desirous of engaging QCI to retain consulting services relating to construction inspection and contract administration as more fully set forth below: and

WHEREAS, on _____, 201_ the _____ authorized the hiring of QCI by Resolution # _____; and

WHEREAS, QCI and OWNER have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the OWNER hereby agree as follows:

ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR"), and Contract Administrators ("CA") for use by the OWNER and at the direction of the OWNER's engineer ("ENGINEER") to inspect and consult on work being performed by Contractors hired, or authorized to perform work, by the OWNER.

1. RPR Classifications:

- a.) Class I RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more typical nature, *i.e.*: Roadway and underground utility construction , new development projects or other types of projects mutually agreed upon by the OWNER and QCI to be of typical nature.
- b.) Class II RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more specialized nature, *i.e.*: wastewater treatment plants, water plants, water towers, bridges, non-hazard landfills, building construction or other types of work mutually agreed upon by the OWNER and QCI to be of a highly specialized nature.

2. Duties and Responsibilities:

- a.) Liaison: Serve as the ENGINEER's liaison with Contractor working principally through Contractors Superintendent and assist him/her in understanding the intent

of the Contract Documents.

b.) Review of work, Rejection of Defective Work, Inspection, and Tests:

- (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (ii) Report to the ENGINEER and OWNER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise ENGINEER and OWNER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (iii) Verify that tests are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER and OWNER appropriate details relative to the test procedures.
- (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER and OWNER.

c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the ENGINEER.

d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER and OWNER.

e.) Reports:

- (i) Furnish ENGINEER and OWNER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
- (ii) Consult with ENGINEER and OWNER in advance of scheduled major tests, inspections, or start of important phases of work.

f.) RPR:

- (i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials that do not conform to the Specifications and Contract.
- (ii) The RPR is authorized to reject non-specified materials.

g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER and OWNER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

- (i) Submit to Contractor a list of observed items requiring completion or correction.
- (ii) Conduct final inspection in the presence of the ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- (iii) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER and OWNER concerning acceptance.

i.) Additional Duties and Responsibilities: In addition to the duties and responsibilities as spelled out in Article 1 - Scope of Service, at the request of the ENGINEER, the CA shall act as a liaison Officer between the ENGINEER, and the RPR, and shall, under the ENGINEER's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the ENGINEER.

j.) At the written request of OWNER, QCI shall provide an Ohio licensed engineer for the purpose of construction engineering (CE) consulting services as may be required from time-to-time by the OWNER.

ARTICLE II - LIMITATIONS

Except upon written instruction of the ENGINEER or OWNER, the RPR, CA or CE:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not issue instructions contrary to the contract plans, specifications, or contract documents.
3. Shall not exceed limitations of the ENGINEERs authority as set forth in the Contract Documents.
4. Shall not undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's Superintendent, or expedite the work.
5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
6. Shall not issue directions as to safety precautions and programs in connection with the work.
7. Shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

ARTICLE III - OWNER RESPONSIBILITY

1. The OWNER Designates Mr. William Sims as its Owner's Representative to coordinate the work of QCI. The Owner's Representative shall be the source of instruction to QCI and shall have the authority to interpret OWNER's policies and procedures as necessary to maintain QCI's work schedule. The Owner Representative shall have the right to

reasonably approve all personnel assigned by QCI.

2. OWNER shall provide QCI with any additional information including approved Final Subdivision Plans, Cut Sheets, Reports, OWNER Standard Construction Drawings and Specifications, Maps and Tax Maps insofar as the information is available or may be secured by the OWNER.
3. OWNER shall bear the cost of furnishing the information indicated above as a cost separate and apart from fees paid to QCI under the terms and conditions of this Agreement, except as may be otherwise noted.

ARTICLE IV - FEES

1. Fee Schedule:

- a.) The OWNER shall pay to QCI the fees as set forth in Exhibit "A" attached hereto,
- b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.
- c.) QCI shall submit a monthly invoice to the OWNER, specifying the project name, total RPR hours worked, CA hours worked and any additional reimbursable expenses with prior approval from the OWNER.
- d.) Payment shall be made to Quality Control Inspection, Inc., 40 Tarbell Avenue, Bedford, Ohio 44146, or QCI's assigned financial agent within THIRTY (30) days of the dated invoice.
- e.) In the event the OWNER or QCI desires to terminate this Agreement, it may be terminated upon a SEVEN (7) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of notice and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.
- f.) This agreement shall become effective upon "Acceptance" and remain in effect through January 10, 2020 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

ARTICLE V - INDEMNIFICATION

1. Indemnification and Hold Harmless:

- a.) OWNER shall indemnify, defend, and hold QCI harmless from and against any and all liabilities, losses, claims, damages, suits, actions, judgments, costs, charges and other expenses of whatsoever nature or character arising out of or occasioned by injury or death to any person or persons, or damages to any property, or any other damages whatsoever, except as otherwise may be limited to this agreement, caused by reason of the performance of services hereunder as RPR/CA or otherwise for the OWNER, its servants, agents, employees, contractors, sub-contractors; provided, however, that QCI acted in good faith in a manner which, under the circumstances, a reasonable person might believe to be in or not opposed to the best interests of the OWNER. OWNER agrees not to assert as a defense to its indemnification obligations hereunder any immunity to which it may be entitled under Section 35, Article II of the Ohio Constitution or Sections 4123.74 and

4123.741 of the Ohio Revised Code. This indemnity obligation of OWNER shall not be applicable to the extent QCI is provided coverage under the insurance policy set forth in letter e.) below, or to the extent that this indemnity obligation is prohibited or limited by the laws of the State of Ohio.

- b.) In connection with the indemnification to be provided by the OWNER hereunder, the OWNER shall have the right to designate the attorney to represent QCI, and such attorney may be the Solicitor or Law Director of the OWNER.
- c.) In the event the OWNER shall incur expenses on behalf of QCI hereunder in connection with a claim or matter as to which QCI shall be adjudged to be liable for negligence or intentional misconduct or violation of civil rights, as provided above, QCI shall reimburse the OWNER for such expenses reasonably incurred by it.
- d.) With respect to any claim or matter as to which the OWNER shall undertake to indemnify QCI, no amount shall be paid in settlement thereof unless the OWNER has approved such payment.
- e.) QCI shall at all times maintain in force and effect professional liability insurance with a Limit of liability of not less than \$2,000,000.00 and in a form generally the same as its current coverage provided by Enestan Insurance Company.
- f.) In the event the OWNER indemnifies QCI hereunder in connection with a claim or matter as to which QCI's insurance carrier has denied coverage under QCI's insurance policy, QCI shall, upon request of the OWNER, assign to the OWNER all of its rights against the insurance carrier arising by reason of such denial.
- g.) As used in this Section, the term "QCI" shall include: employees; agents and sub-consultants of QCI in connection with the performance of services hereunder.
- h.) Notwithstanding any of the foregoing provisions of this Section, this Section shall not apply to any claims that may be asserted by the OWNER against QCI in connection with his performance of services for the OWNER.

ARTICLE VI - NON-SOLICITATION OF QCI EMPLOYEES

1. Solicitation of QCI Employees.

- a.) **Information About QCI Employees.** OWNER may work closely with employees of QCI performing services under this Agreement. Any information about such employees which becomes known to OWNER during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by OWNER in soliciting employees of QCI at any time. OWNER agrees to protect the confidentiality of such information, to the extent that these terms are permitted under public records law.
- b.) **Solicitation of Employees Prohibited.** During the term QCI is performing services for OWNER and from one (1) year following the cessation of such services, OWNER shall not directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.

- c.) Injunctive Relief. OWNER agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.
- d.) Liquidated Damages. OWNER agrees and acknowledges that the actual damages, which would result by any breach by it of this Agreement, are uncertain and would be extremely difficult to ascertain. OWNER therefore agrees to pay QCI a sum equal to thirty-five percent (35%) of the annual compensation previously paid by QCI to any employee(s) of QCI that leave(s), as a result of OWNER's breach of this Agreement, and any damages over and above this amount to which QCI may be entitled by law.

ARTICLE VII - COPYRIGHTS

OWNER acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System, which shall remain the sole property of QCI, and nothing herein shall be deemed to create any rights to OWNER in violation of the rights or interest of QCI or any third party. OWNER acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by OWNER of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach, without bond or other security being required.

ARTICLE VIII - GENERAL

1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.
2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.
3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.
4. Amendments. During the term of this Agreement, OWNER and QCI may amend this Agreement provided; however, any such amendment must be in writing and signed by both OWNER and QCI.
5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties reasonable control, whether or not of the kind specified herein.
6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of

any subsequent breach or violation.

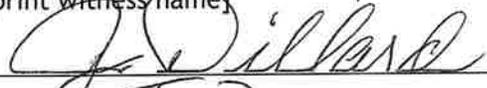
7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

WITNESSES:



GABRIELLE CAPONE
[print witness name]



J. DILLARD
[print witness name]

[print witness name]

[print witness name]

QUALITY CONTROL INSPECTION, INC.

By: 

Print Name: Rick Capone
Title: President

CITY OF CANAL WINCHESTER

By: _____
Print Name: Michael Ebert
Title: Mayor

EXHIBIT "A"

1. Fee.
 - a.) **Resident Project Representative - Class I** - \$54.10 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$81.11 per hour, per person for each extra hour worked.
 - b.) **Resident Project Representative - Class II** - \$61.29 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$91.93 per hour, per person for each extra hour worked.
 - c.) **Contract Administration** - \$84.98 per hour, per person.
 - d.) **Construction Engineer** - \$88.58 per hour, per person.
 - d.) **Mileage Reimbursement** – QCI shall be reimbursed the current IRS “Standard Mileage Rate” for mileage reimbursement for any required driving.
 - e.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.
 - f.) OWNER/Developer's Representative shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
 - g.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, drawings and specifications and similar project related items.
 - i.) All QCI personnel shall have made available to them, when necessary, inspection equipment for all assignments as identified in exhibit "B".

EXHIBIT "B"

Tool Inventory List

Air Temperature Thermometer	Asphalt Thermometer
Calculator	Flashlight
Hard Hat	Level (4'-0)
Level (Torpedo)	Pick
Probe	Ruler (6'-0 Folding)
Safety Vest	Shovel
Spec. Book (City of Columbus & State of Ohio, D.O.T.)	Columbus/ODOT Standard Drawings
Wheel (Measuring)	Cellular Telephone & Digital Camera

ORDINANCE NO. 20-003

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR INDIGENT DEFENSE REPRESENTATION IN THE FRANKLIN COUNTY MUNICIPAL COURT WITH THE FRANKLIN COUNTY PUBLIC DEFENDER ON BEHALF OF THE CITY OF CANAL WINCHESTER MAYORS COURT FOR THE CALENDAR YEAR 2020

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Franklin County Public Defender for indigent defense representation in the Franklin County Municipal Court; and

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the Franklin County Public Defender to provide indigent defense representation in the Franklin County Municipal Court for the period from January 1, 2020 through December 31, 2020 as detailed in the attached Exhibit A and included herein by reference.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____

CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

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

CLERK OF COUNCIL

FRANKLIN COUNTY PUBLIC DEFENDER

373 South High Street
(614) 645-8980

12th Floor
(614) 525-3194

Columbus, Ohio 43215
Fax (614) 461-6470

CONTRACT

This Agreement, beginning on January 1, 2020, by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev. Code, section 120.14(E), Ohio Administrative Code 120-1-09, and the City of Canal Winchester, for the defense of indigent defendants before the Franklin County Municipal Court; the parties agree as follows:

The Franklin County Public Defender Commission hereby agrees to represent, through the personnel employed by the Franklin County Public Defender Commission, all indigent persons, coming before the Franklin County Municipal Court, Criminal Division, charged with a violation of an ordinance of the City of Canal Winchester, which occur within the limits of Canal Winchester, Ohio; provided that the Franklin County Public Defender Commission, reserves the right to decline representation if a conflict of interest exists in any specific case filed in or coming before the Franklin County Municipal Court; and, provided further, that the Mayor of Canal Winchester, Ohio, reserves the right to appoint other counsel to represent defendants charged with a violation of an ordinance of Canal Winchester, Ohio, or traffic and/or criminal statutes of the State of Ohio, which occur within the jurisdictional limits of Canal Winchester, Ohio in any specific case filed in or coming before the Franklin County Municipal Court.

The City of Canal Winchester agrees to pay the sum of \$46.06 per case. For purposes of the terms and conditions of this contract, a "case" is defined in accordance with the Ohio Public Defender "Standards and Guidelines for County Public Defender Office Reimbursement". Furthermore, the amount reflected in this contract does not exceed the fee schedule adopted by Franklin County Commissioners pursuant to Ohio Revised Code 120.33. Said sum due will be invoiced by the Franklin County Public Defender at quarterly intervals. Checks or warrants should be made payable to the Columbus City Treasurer - Public Defender Service.

The parties agree all services shall conform with all rules, standards, and guidelines issued by the Office of the Ohio Public Defender and the Ohio Public Defender Commission.

This contract may be terminated by either party at any time before the expiration of the contract, by giving thirty (30) days written notice to the other party, of its intention to terminate.

The parties further agree that this Contract shall be in full force and effect from the date first written above through December 31, 2020, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this ____ day of _____, 20__.

City of Canal Winchester

BY: _____
Mayor of Canal Winchester

BY: _____
Auditor

Franklin County Public Defender Commission

BY: _____
Richard F. Swope
Chairman

ORDINANCE NO. 20-004

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

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

WHEREAS, the City, by Resolution No. 19-024 adopted by the Council on October 7, 2019 (the “Resolution”), designated the area specified in the Resolution as the Route 33 North Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

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

WHEREAS, the Developer wishes to enter into a community reinvestment area agreement (“CRA Agreement”), pursuant to Section 4 of Resolution No. 19-024, to receive an exemption from taxation for a commercial or industrial development project consisting of an estimated \$30,000,000.00 investment in the construction of approximately 860,000 square feet of commercial or industrial space, estimated to create approximately 80 full-time jobs and a \$2,400,000.00 payroll; and

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

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

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Canal Winchester Local School District has (i) approved the terms of the CRA Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new

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

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

- Section 1. The Mayor is hereby authorized to enter into a CRA Agreement with the Developer, in substantially the form of the draft CRA Agreement attached and identified as Exhibit B, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the CRA Agreement by the Mayor.
- Section 2. The Mayor is hereby authorized to enter into a School Compensation Agreement with the Canal Winchester Local School District and the Developer, in substantially the form of the draft School Compensation Agreement attached and identified as Exhibit C, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the School Compensation Agreement by the Mayor.
- Section 3. The Mayor, or his designees, and the Clerk of Council, or her designees, are hereby authorized and directed to take such actions as are necessary and are consistent with this Ordinance, the terms of the CRA Agreement, and the terms of the School Compensation Agreement, to prepare, execute, and file such additional documents or instruments as are necessary to effectuate the CRA Agreement, the School Compensation Agreement, and the exemption from real property taxation authorized thereby.
- Section 4. The Council hereby finds that all formal actions and deliberations related to the passage of this Ordinance have occurred in an open meeting of the Council, or in lawfully convened executive session, in compliance with Section 121.22 of the Ohio Revised Code.
- Section 5. 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-TREASURER

EXHIBIT A

MAP OF THE PROJECT SITE

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

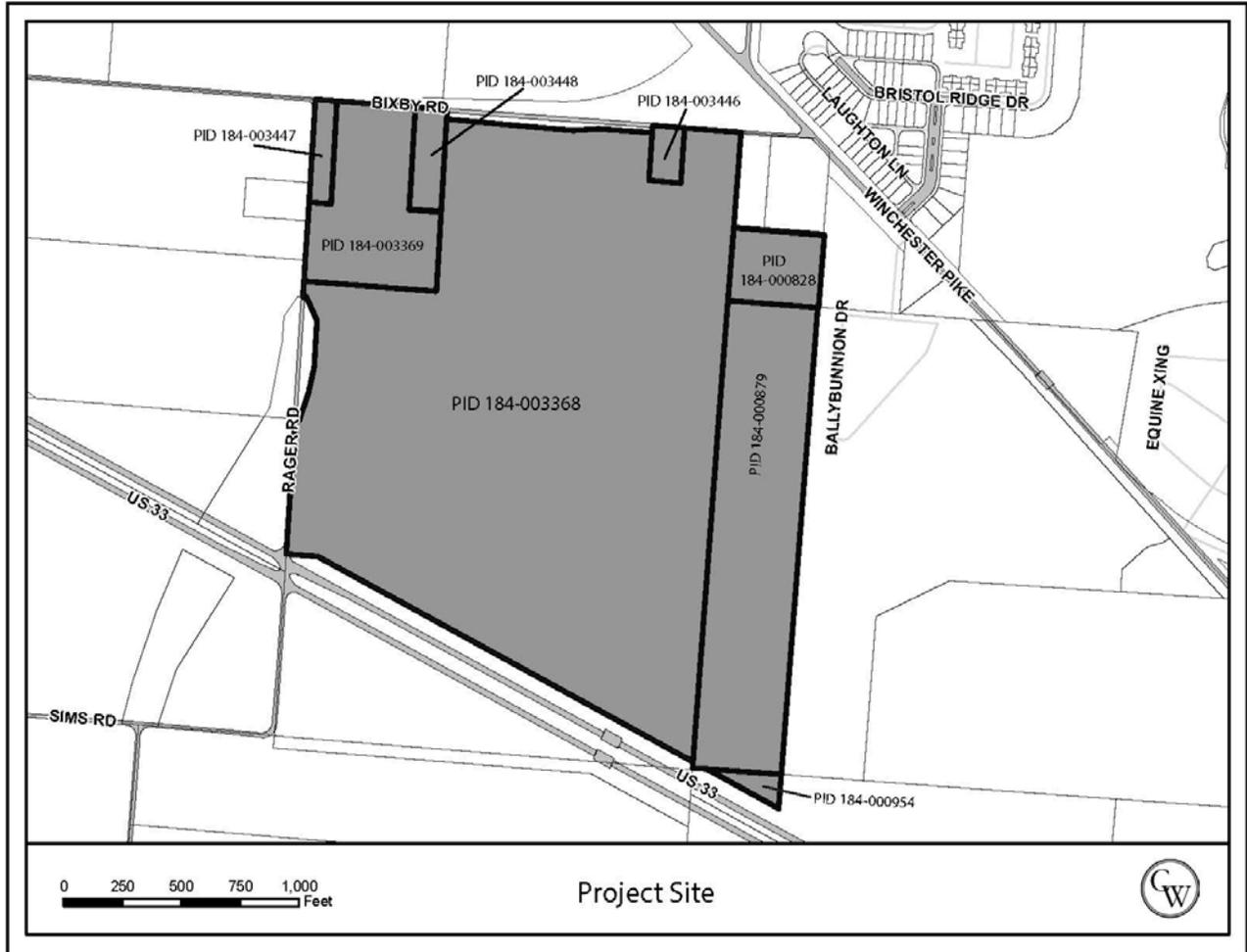


EXHIBIT B

**CANAL WINCHESTER ROUTE 33 NORTH
COMMUNITY REINVESTMENT AREA AGREEMENT**

This **COMMUNITY REINVESTMENT AREA AGREEMENT** (“Agreement”) is made and entered into by and between the CITY OF CANAL WINCHESTER (the “City”), a municipal corporation in the State of Ohio (the “State”), through the Canal Winchester City Council (the “Council”), and NorthPoint Development, L.L.C., a Missouri limited liability company with offices located at 4825 NW 41st Street, Suite 500, Riverside, MO 64150 (the “Developer”).

WITNESSETH:

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

WHEREAS, the City, by Resolution No. 19-024 adopted by the Council on October 7, 2019 (the “Resolution”), designated the area specified in the Resolution as the Route 33 North Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the “Project Site”) and is expected to own initially the Project and intends to construct a series of industrial facilities and related site improvements (collectively, the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

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

WHEREAS, the Developer intends to lease the Buildings or parts to one or more future tenants (each as “Tenant,” collectively the “Tenants”), which Tenants shall be the parties that equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, the Director of Development of the State of Ohio has determined that the Route 33 North_CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a “Community Reinvestment Area” pursuant to Section 3735.66 of the Ohio Revised Code, and the City, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Route 33 North CRA; and

WHEREAS, the Developer has remitted or shall remit with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Development Services Agency to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Section 3735.65 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the City Council on the basis that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Route 33 North CRA and improve the economic climate of the City; and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in the Canal Winchester Local School District (the "School District"); and

WHEREAS, the Developer has entered into a School Compensation Agreement with the School District and the City, a copy of which is attached hereto and labeled Exhibit C; and

WHEREAS, the City has timely provided proper notice of its intention to enter into this Agreement to the JVSD, and the Board of Education of the School District has waived its right to receive notice under Sections 3735.671 and 5709.83 of the Revised Code and has approved this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Ordinance No. _____, adopted on _____, 2020, has approved the terms of this Agreement and authorized its execution on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties hereto agree to the foregoing and as follows:

Section 1. Project. The cost of the investments to be made in connection with the Project by the Developer is estimated to be approximately \$30,000,000, potentially across multiple phases, for construction of new Buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, approximately 866,000 square feet of space. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

Section 2. Good Faith Estimates of Project Job Creation. The Developer currently estimates there will be created at the Project approximately 80 full-time equivalent employees, with a total annual payroll of approximately \$2,400,000 upon full build-out of the Project. As of the Effective Date, the Developer has no (0) full-time equivalent employees at the Project. Therefore no employee positions were retained by the Developer due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and

shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by Companies or their respective lessees other than the Developer.

Section 3. Obligations for Tax Incentive Council. Developer each Tenant shall provide, or cause Tenants to provide, to the applicable tax incentive review council any information reasonably necessary for the council to make the determinations required under Section 5709.85 of the Ohio Revised Code and to evaluate Developer's compliance with this Agreement, including returns filed pursuant to Section 5711.02, 5711.13 and 5727.08 of the Ohio Revised Code if requested by that council. Upon the request of the council the recipient shall provide the council any information necessary to perform its review with the nondiscriminatory hiring policies developed by the City under Section 5709.832 of the Revised Code.

Section 4. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the City hereby grants to Developer, as owner of each Building constructed on the Project Site within the Route 33 North CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years. The exemption commences the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after tax year 2022 (tax payment year 2023) nor extend beyond tax year 2036 (i.e., tax payment year 2037). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

Section 5. Obligation of Developer. Developer shall pay or cause to be paid such real property taxes as are not exempt under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If Developer fails to pay such taxes or file such returns and reports, the exemption from taxation granted under this Agreement with respect to such Building is rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days after written notice thereof is received by Developer. Developer shall comply with the terms of the School Compensation Agreement.

Section 6. Obligations of City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with that exemption.

Section 7. Continuation of CRA. If for any reason the City revokes its designation of the Route 33 North CRA containing the Project Site, or the Director of the Ohio Department of Development revokes certification of the Route 33 North CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Developer materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section 7 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. The City agrees that it will not amend or revoke the Route North 33 CRA designation for this Project, or modify the

incentives available under that designation for this Project prior to 2036 without the prior written consent of Developer except as set forth in Section 8.

Section 8. Developer's Material Failure. If Developer materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemption from taxation granted under this Agreement with respect to such owner's Building(s). Any such termination or modification of tax exemption under this Section 8 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 9. Tax Certification. The Developer hereby certifies for itself that at the time this Agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which the Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, they are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. 101, et seq., or such a petition has been filed against them the Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 10. Delinquent Tax, Fees and Environmental Certification. the Developer affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 11. Legislative Approval Required. The Developer and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

Section 12. Agreement Revocation. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the owner of such building, any successor to such owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section 13 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 13. Affirmative Covenants. The Developer affirmatively covenants that it has made no false statements to the State or the City or any other local political subdivisions in the process of obtaining approval of the Route 33 North CRA incentives for the Project. If any representative of the Developer has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Developer shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and

shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 14. Transferability and Assignment. This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed, wherein such transferee or assignee, inter alia, (i) assumes all obligations of Developer under this Agreement with respect to one or more Buildings and the School Compensation Agreement, and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. For each Assignment and Assumption Agreement filed with the City, a \$1000 assignment fee shall be due to the City within 30 days after the complete execution of that Assignment and Assumption Agreement. The template for a Partial Assignment and Assumption Agreement is attached hereto as Exhibit D.

Section 15. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City:
Housing Officer
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

If to the Developer:
Brent Miles, Chief Marketing Officer and Founding Partner
NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to:

David J. Robinson
David J. Robinson Attorney at Law, LLC
100 E. Broad St. Suite 1340
Columbus, OH 43215

Section 16. Annual Fee. The City agrees to waive the annual fee that would otherwise be required by Section 3735.671(D) of the Ohio Revised Code.

Section 17. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

Section 18. Entire Agreement; Amendment. This Agreement and the exhibits to it constitute the entire agreement between Developer and the City pertaining to the subject matter contained therein, and supersede all other prior or contemporaneous agreements or understandings between the City and Developer in connection with the subject matter. Any amendment to this Agreement shall be invalid unless made, in writing, by authorized representatives of the City and Developer.

Section 19. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 20. Choice of Law and Forum. This Agreement shall be construed according to the laws of the State of Ohio, without regard to conflict of laws provisions, and any action arising hereunder shall be venued only in a court of competent jurisdiction for Franklin County, Ohio.

IN WITNESS WHEREOF, the City and The Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO

By: _____
Michael Ebert, Mayor

Verified and Certified:

Director of Finance

APPROVED AS TO FORM:

Law Director

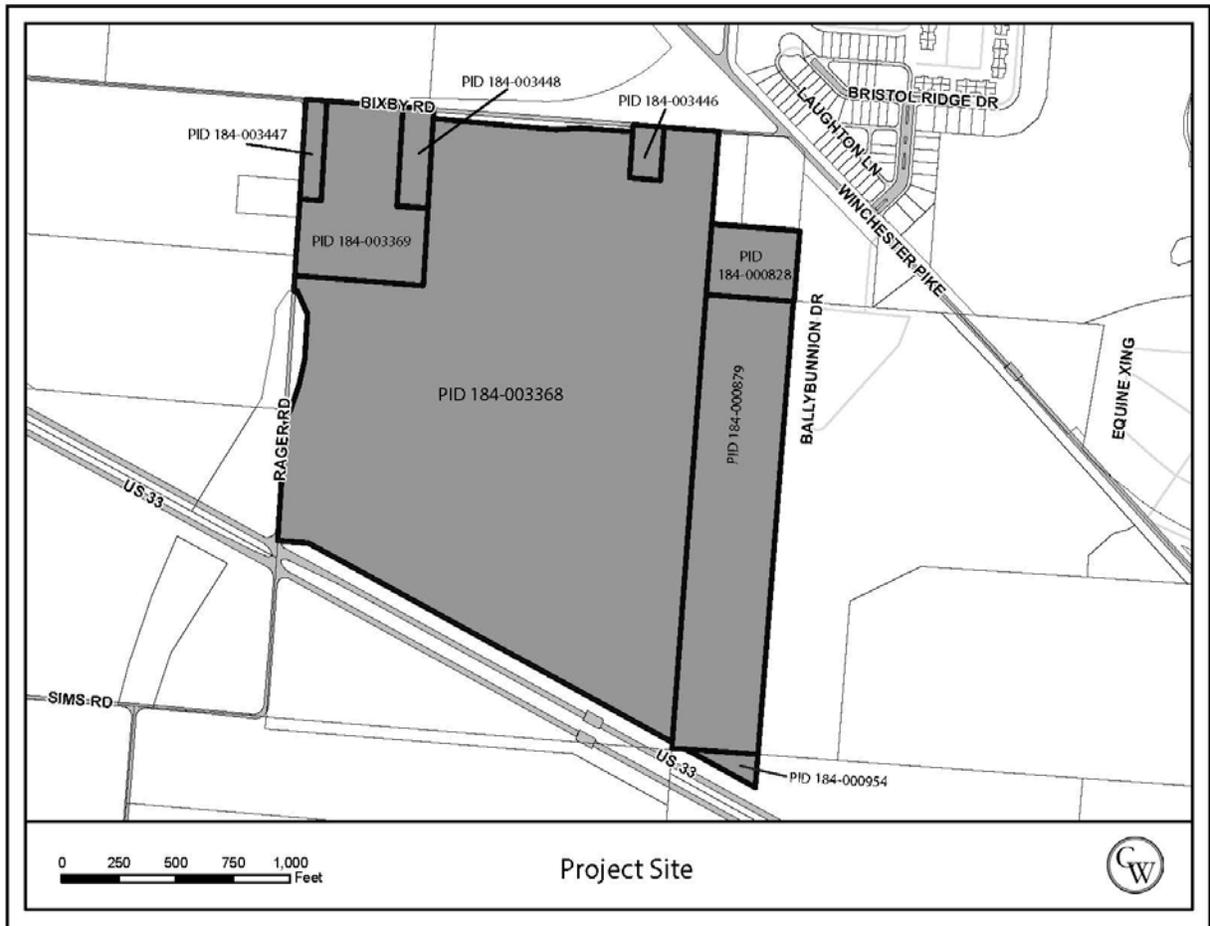
NORTHPOINT DEVELOPMENT, LLC

By:

Brent Miles
Chief Marketing Officer, Founding Partner

EXHIBIT B to CRA AGREEMENT PROJECT SITE

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



**EXHIBIT C TO CRA AGREEMENT
SCHOOL COMPENSATION AGREEMENT**

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “Agreement”), made and entered into as of the ___ day of _____, 2020 (the “Effective Date”), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio (“the School District”); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the “City”); and NorthPoint Development LLC, a Missouri limited liability company authorized to transact business in the State of Ohio (“NorthPoint,” or collectively, with the City and School District, the “Parties”) and their respective successors and assigns.

WITNESSETH:

WHEREAS, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

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

WHEREAS, per Resolution 19-024, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

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

WHEREAS, the planned improvements include the construction of approximately eight hundred sixty-six thousand (866,000) square feet of two industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

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

WHEREAS, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen

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

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. _____, adopted _____, 2020, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the “School District Resolution”).

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

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

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

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

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

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

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment

from NorthPoint to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building notwithstanding the CRA Exemption, then the amount of the City's Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

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

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

Payment of Compensation.

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

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

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

Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time,

or any successor provisions thereto, as the same may be amended from time to time; otherwise, deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

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

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

CANAL WINCHESTER
LOCAL SCHOOLS:
Treasurer
100 Washington Street
Canal Winchester, OH 43110

CITY OF CANAL
WINCHESTER:

Mayor
36 South High Street
Canal Winchester, OH 43110

If to NORTHPOINT DEVELOPMENT LLC, to:
Brent Miles, Chief Marketing Officer and Founding Partner
NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to:
David J. Robinson
David J. Robinson Attorney at Law, LLC
100 E. Broad St. Suite 1340
Columbus, OH 43215

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

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

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

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

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

Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and NorthPoint, and their respective successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that NorthPoint may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____

Authorized by Board Resolution No. _____
Approved _____, 2020_

CITY OF CANAL WINCHESTER, OHIO

By: _____
Printed Name: _____
Title: _____

Authorized by Ordinance No. _____
Approved _____, 2020

Approved as to Form:

Law Director

NORTHPOINTDEVELOPMENT LLC

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

Notary Public

My Commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

Notary Public

My Commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the NorthPoint Development LLC, by _____, known and known to be the _____ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

Notary Public

My Commission expires: _____

[Notary Seal]

EXHIBIT A (to School Compensation Agreement)

DESCRIPTION OF THE PARCELS

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;

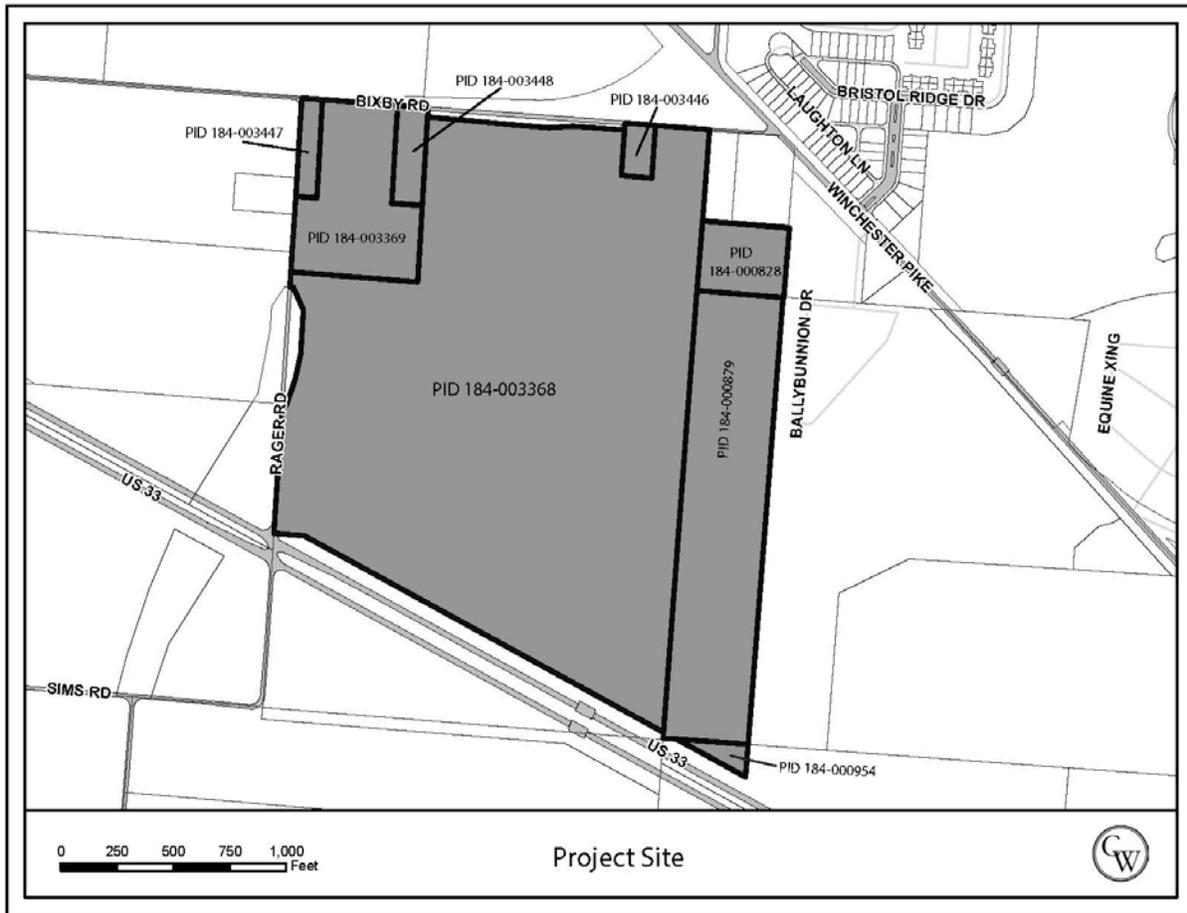


EXHIBIT B (to School Compensation Agreement)

SCHOOL DISTRICT RESOLUTION

RESOLUTION NO. 2020-_____

A RESOLUTION TO APPROVE A COMMUNITY REINVESTMENT AREA AGREEMENT IN THE ROUTE 33 COMMUNITY REINVESTMENT AREA AND A SCHOOL COMPENSATION AGREEMENT, AND WAIVING THE FORTY-FIVE AND FOURTEEN DAY NOTICE PERIODS UNDER SECTIONS 3735.671 AND 5709.83 OF THE OHIO REVISED CODE

WHEREAS, the Council of the City of Canal Winchester (“the City”), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 North CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

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

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

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

WHEREAS, the planned Buildings include the construction of approximately eight hundred and sixty six thousand (866,000) square feet of one or more commercial or industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, the City and Developer have negotiated an agreement (the “CRA Agreement”) for 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of

the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036); and

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

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

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

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

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

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

SECTION 2. That the Board hereby authorizes the Superintendent and Treasurer to execute on behalf of the School District the CRA Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit B, and the School Compensation Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit C. The approval of changes to the forms of the foregoing and the character of those changes as not being substantial shall be evidenced conclusively by the execution thereof by those officials.

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

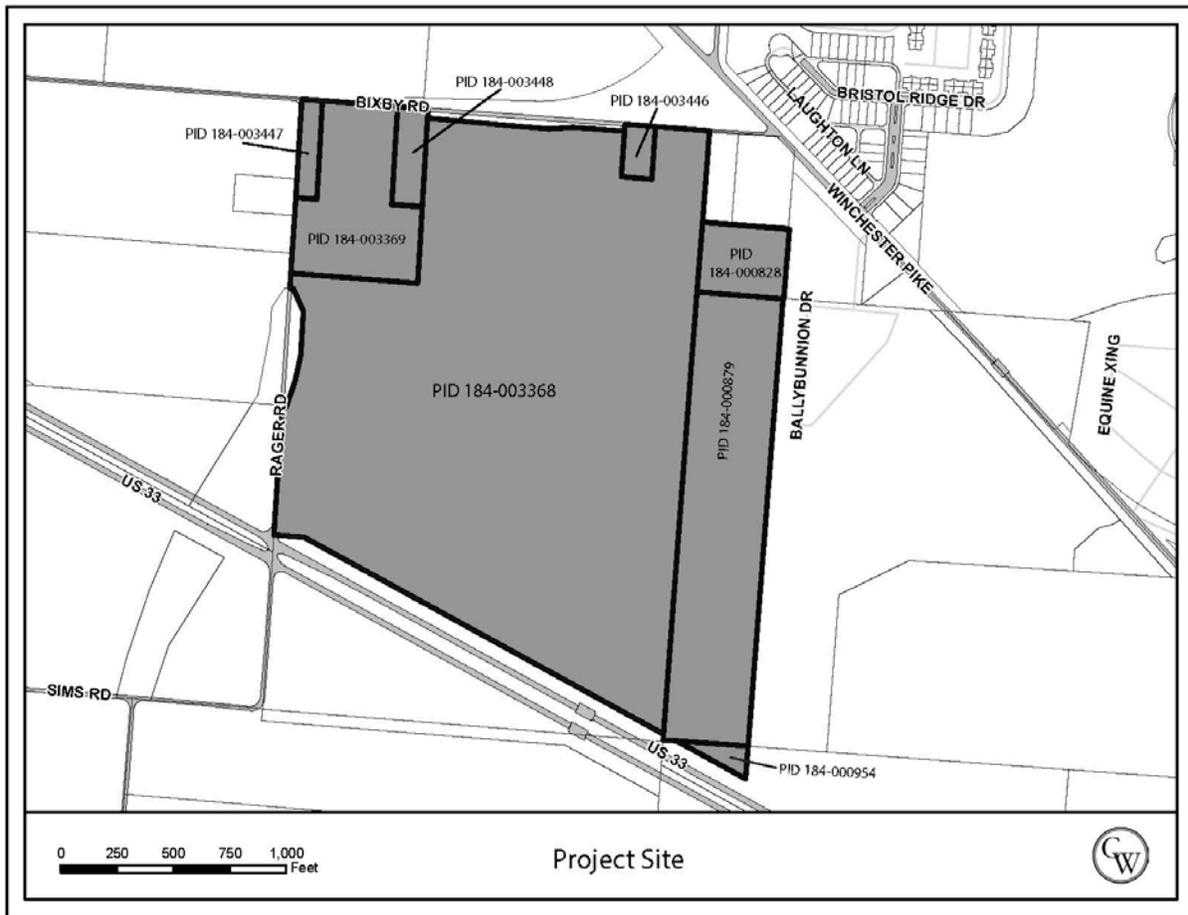
SECTION 4. That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

SECTION 5. The Superintendent and the Treasurer are authorized and directed to promptly certify a copy of this resolution to the City, and otherwise to provide such information or certificates, and enter into such instruments, as are necessary to carry out the terms of the School Compensation Agreement and the CRA Agreement. The Board acknowledges that the City will rely upon this resolution when executing the CRA Agreement and granting the CRA Exemption, and the Board represents that it will not repeal or modify this resolution.

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

**EXHIBIT A (of School District Resolution)
CRA EXEMPTED PROPERTY**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



**EXHIBIT D to CRA AGREEMENT
FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between _____, a _____ limited liability company (hereinafter "_____" or the "Assignee"), NorthPoint Development, LLC, a Missouri limited liability company ("Assignor"), and Canal Winchester, Ohio (the "City") related to the Route 33 North Project Community Reinvestment Act ("Community Reinvestment Act Agreement"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Act Agreement dated, between the City, a political subdivision duly organized and validly existing under the constitution and laws of the State, and the Assignee.

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately ____ acres of land located within Canal Winchester (the "Project Site"), on which Assignor intends or did to construct a series of industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignor intends to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more future owners (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in Canal Winchester Local School District (the "School District"); and

WHEREAS, the Board of Education on _____, 2020 adopted a resolution (the "School District Resolution") approving a Community Reinvestment Area Exemption based upon a Compensation Agreement agreed to by the School District and the Assignor; and

WHEREAS, Assignor intends to enter into a purchase agreement with Assignee whereby Assignee will own a Building constructed on the Transferred Property (defined below). Assignor subsequently intends to execute a deed by which Assignee will succeed to the interest of Assignor for the portion of the Project Site that is to be conveyed to Assignee (that portion being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto); and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the City by Resolution

Ordinance No. ____ passed _____, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Community Reinvestment Act Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, the parties hereto agree as follows

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections 1-20 of the Community Reinvestment Act agreement agreed to between the City and NorthPoint Development, LLC on _____, 2020.

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

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, by virtue of the City Resolution Ordinance No. ____ passed _____ the City and Assignor approved and created a Community Reinvestment Act Agreement that provides for specific investments from the Assignee to City in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

4. The City agrees that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Community Reinvestment Act Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory (i.e., Assignee) to the Community Reinvestment Act Agreement, including, but

not limited to, the commitment of the City not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee.

5. Notices with respect to the Partial Assignment and Assumption Agreement shall be addressed as follows:

If to Assignor: NorthPoint Development, LLC
Brent Miles, Chief Marketing Officer and Founding Partner
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the City: Housing Officer

City of Canal Winchester

36 South High Street

Canal Winchester, OH 43110

If to Assignee:

6. Upon execution of this Agreement, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

NorthPoint Development, LLC
A Missouri Limited Liability Company

By: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THE ASSIGNEE

By: _____

Print Name: _____

Title: _____

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT]**

This Agreement is acknowledged by:
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

**[SIGNATURE PAGE TO
PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**

EXHIBIT C

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “Agreement”), made and entered into as of the ___ day of _____, 2020 (the “Effective Date”), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio (“the School District”); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the “City”); and NorthPoint Development LLC, a Missouri limited liability company authorized to transact business in the State of Ohio (“NorthPoint,” or collectively, with the City and School District, the “Parties”) and their respective successors and assigns.

WITNESSETH:

WHEREAS, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

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

WHEREAS, per Resolution 19-024, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

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

WHEREAS, the planned improvements include the construction of approximately eight hundred sixty-six thousand (866,000) square feet of two industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

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

WHEREAS, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor

extend beyond tax year 2036), and subject to the terms of this Agreement and the CRA Agreement entered between NorthPoint and the City; and

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. _____, adopted _____, 2020, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the “School District Resolution”).

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

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

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

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

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

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

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment from NorthPoint to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building

notwithstanding the CRA Exemption, then the amount of the City's Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

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

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

Payment of Compensation.

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

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

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

Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time; otherwise,

deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

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

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

CANAL WINCHESTER
LOCAL SCHOOLS:
Treasurer
100 Washington Street
Canal Winchester, OH 43110

CITY OF CANAL
WINCHESTER:

Mayor
36 South High Street
Canal Winchester, OH 43110

If to NORTHPOINT DEVELOPMENT LLC, to:
Brent Miles, Chief Marketing Officer and Founding Partner
NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to:
David J. Robinson
David J. Robinson Attorney at Law, LLC
100 E. Broad St. Suite 1340
Columbus, OH 43215

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

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

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

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

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

Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and NorthPoint, and their respective successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that NorthPoint may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____

Authorized by Board Resolution No. _____
Approved _____, 2020_

CITY OF CANAL WINCHESTER, OHIO

By: _____
Printed Name: _____
Title: _____

Authorized by Ordinance No. _____
Approved _____, 2020

Approved as to Form:

Law Director

NORTHPOINTDEVELOPMENT LLC

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

Notary Public

My Commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

Notary Public

My Commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the NorthPoint Development LLC, by _____, known and known to be the _____ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

Notary Public

My Commission expires: _____

[Notary Seal]

EXHIBIT A

DESCRIPTION OF THE PARCELS

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;

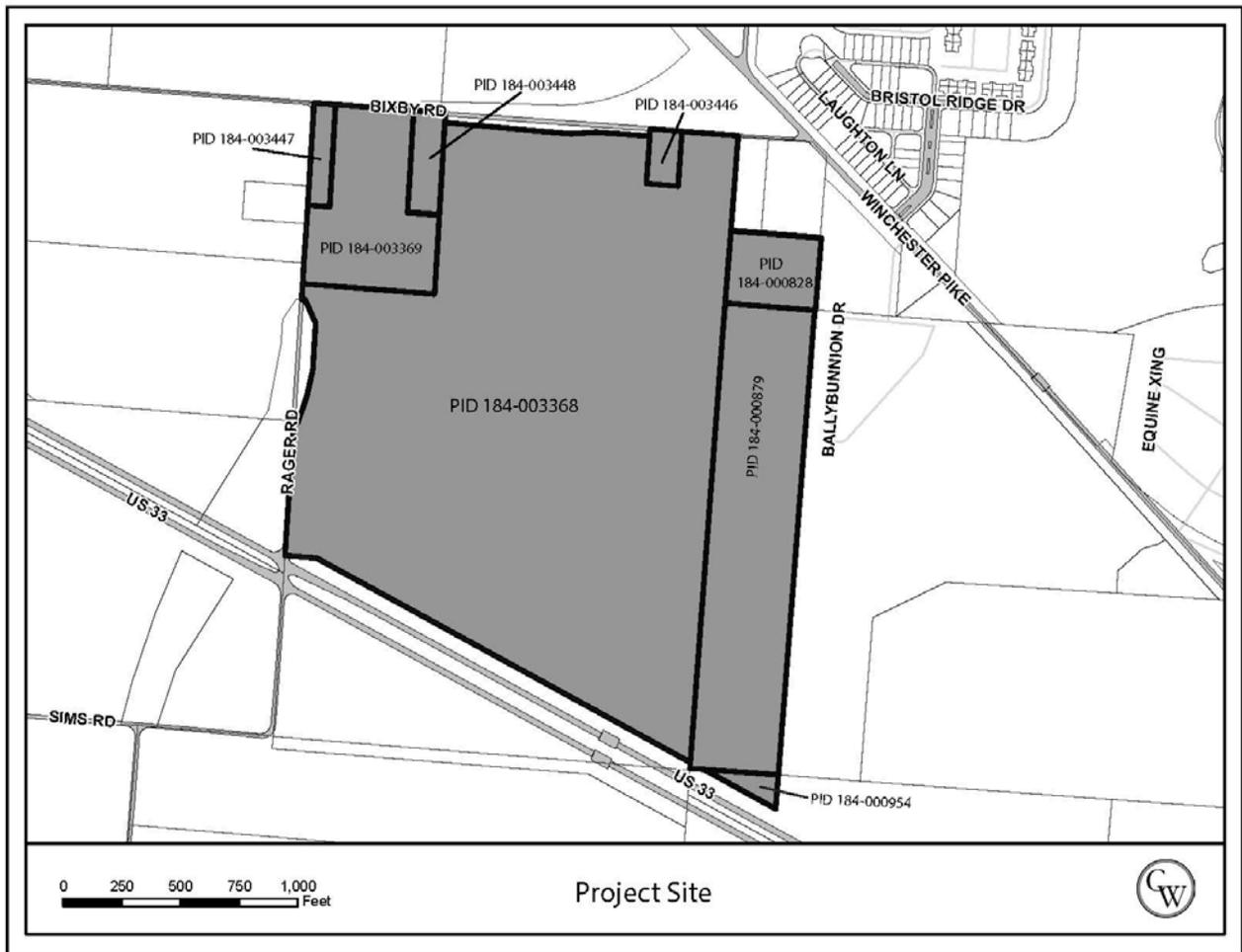


EXHIBIT B

SCHOOL DISTRICT RESOLUTION

RESOLUTION NO. 2020-_____

A RESOLUTION TO APPROVE A COMMUNITY REINVESTMENT AREA AGREEMENT IN THE ROUTE 33 COMMUNITY REINVESTMENT AREA AND A SCHOOL COMPENSATION AGREEMENT, AND WAIVING THE FORTY-FIVE AND FOURTEEN DAY NOTICE PERIODS UNDER SECTIONS 3735.671 AND 5709.83 OF THE OHIO REVISED CODE

WHEREAS, the Council of the City of Canal Winchester (“the City”), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 North CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

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

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

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

WHEREAS, the planned Buildings include the construction of approximately eight hundred and sixty six thousand (866,000) square feet of one or more commercial or industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, the City and Developer have negotiated an agreement (the “CRA Agreement”) for 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of

the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036); and

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

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

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

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

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

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

SECTION 2. That the Board hereby authorizes the Superintendent and Treasurer to execute on behalf of the School District the CRA Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit B, and the School Compensation Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit C. The approval of changes to the forms of the foregoing and the character of those changes as not being substantial shall be evidenced conclusively by the execution thereof by those officials.

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

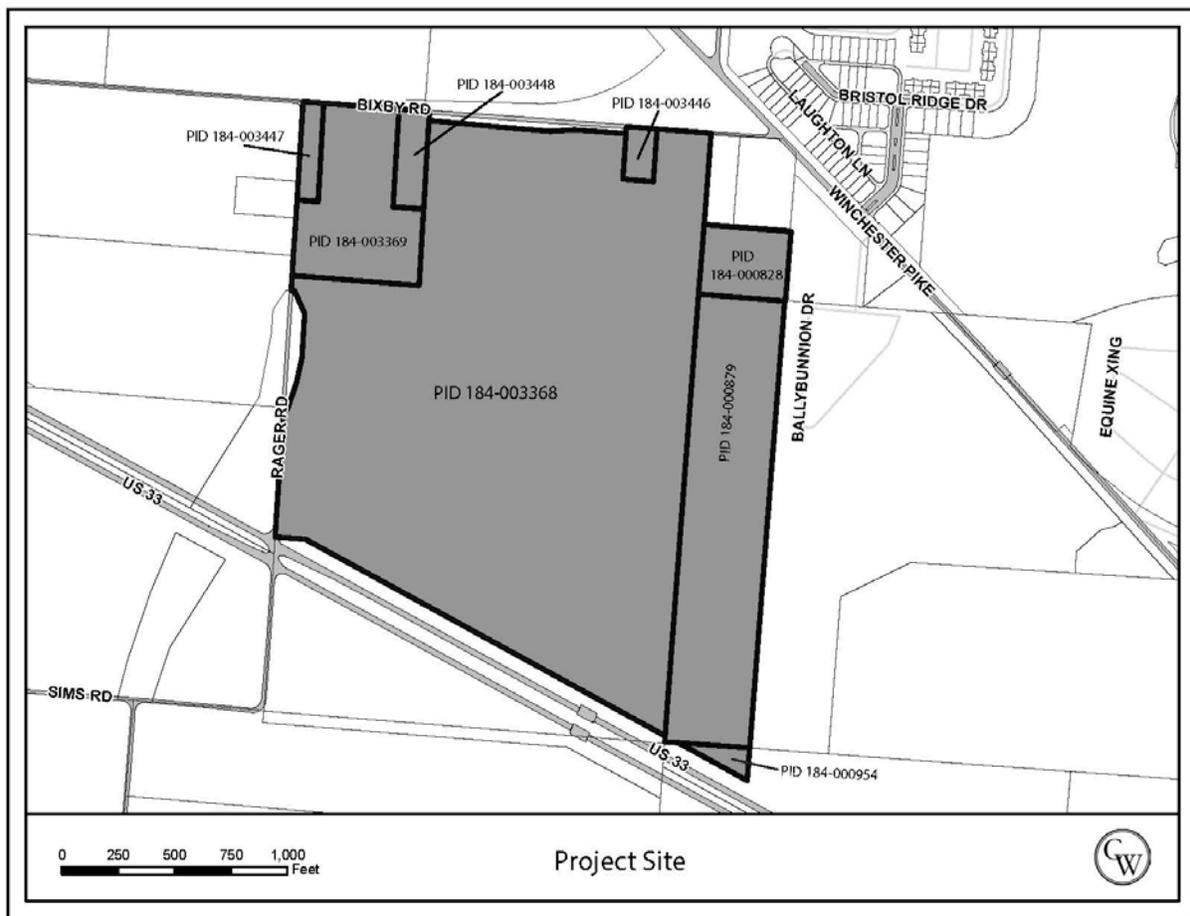
SECTION 4. That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

SECTION 5. The Superintendent and the Treasurer are authorized and directed to promptly certify a copy of this resolution to the City, and otherwise to provide such information or certificates, and enter into such instruments, as are necessary to carry out the terms of the School Compensation Agreement and the CRA Agreement. The Board acknowledges that the City will rely upon this resolution when executing the CRA Agreement and granting the CRA Exemption, and the Board represents that it will not repeal or modify this resolution.

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

**EXHIBIT A (of School District Resolution)
CRA EXEMPTED PROPERTY**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



ORDINANCE NO. 20-005

AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A CONTRACT WITH FOURNIER INDUSTRIES, INC. FOR THE UPGRADE AND EXPANSION OF THE DEWATERING PRESS AND DECLARING AN EMERGENCY

WHEREAS, based on the recommendation of the Director of Public Service and Superintendent of the Division of Water Reclamation, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with Fournier Industries, Inc. for the upgrade and expansion of the sludge dewatering press.

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

SECTION 1. That the Mayor and Finance Director be authorized to enter into a contract on behalf of the City of Canal Winchester with Fournier Industries, Inc for the upgrade and expansion of the sludge dewatering press in the amount of approximately \$148,900.

SECTION 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the need to honor the quoted price for the purchase of the vehicle; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Clerk of Council