

# Canal Winchester

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



## Meeting Agenda

February 18, 2020

7:00 PM

### City Council

*Mike Coolman - Vice President*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Patrick Lynch*

*Chuck Milliken*

*Mike Walker*

- A. Call To Order
- B. Pledge of Allegiance - Lynch
- C. Roll Call
- D. Election of Council President
- E. Approval of Minutes

[20-08](#) MINS 2-3-2020 Work Session ([Minutes](#))

[20-09](#) MINS 2-3-20 Full Council ([Minutes](#))

[20-10](#) MINS 10-8-19 Town Hall Meeting ([Minutes](#))

#### F. Communications & Petitions

[20-11](#) Madison Township Police Department Report ([Report](#))

#### G. Public Comments - Five Minute Limit Per Person

#### H. RESOLUTIONS

#### I. ORDINANCES

*Tabled*

*Third Reading*

##### [ORD 20-002](#)

*Construction Services*

*Sponsor: Amos*

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](#))

*- Adoption*

##### [ORD 20-004](#)

*Development*

*Sponsor: Clark*

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 Map, Exhibit B CRAA, Exhibit C School Compensation Agreement, Exhibit D School District Resolution](#))

*- Adoption*

*Second Reading*

[ORD 20-006](#)

Development

Sponsor: Milliken

An Ordinance Authorizing the Mayor to Enter Into a Development Agreement with Northpoint Development, LLC.; and Declaring an Emergency ([Ordinance, Exhibit A Map, Exhibit B Scope, Exhibit C Easement, Exhibit D Deed](#))

- Second Reading Only

**First Reading**[ORD 20-008](#)

Law

An Ordinance to Repeal Chapter 1130 of the Codified Ordinances of the City of Canal Winchester ([Ordinance, Exhibit A ORD-18-047](#))

- First Reading Only

[ORD 20-009](#)

Development

An Ordinance Approving the Final Development Plan for Outlot 3 Identified in the Meijer Outparcel Development Pattern Book ([Ordinance, Exhibit A P&Z Approval Letter, Exhibit B P&Z Staff Report, Exhibit C Dev Plan App](#))

- First Reading Only

[ORD 20-010](#)

Development

An Ordinance to Authorize the Mayor to Accept an Easement for General Utility Purposes from the Mountain Agency, LLC. ([Ordinance, Exhibit A](#))

- First Reading Only

[ORD 20-011](#)

Law

An Ordinance Authorizing the Issuance of a Promissory Note Not to Exceed \$2,400,000 for the Purpose of Paying All or a Part of the Cost of Acquiring, Constructing, Equipping and Improving the City of Canal Winchester's City Hall and Declaring an Emergency ([Ordinance](#))

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

[ORD 20-012](#)

Law

An Ordinance Authorizing the Law Director to Enter Into an Agreed Judgment Entry on Settlement Between the City of Canal Winchester and Panda Express, Inc., and Declaring an Emergency ([Ordinance, Exhibit A Agreed Judgment Entry, Exhibit B Site Plan](#))

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

[ORD 20-013](#)

Finance

An Ordinance to Amend the 2020 Appropriation Ordinance #19-069, Amendment #1 ([Ordinance](#))

- First Reading Only

**J. Reports**

Mayor's Report

[20-01](#)

Report ([Report, Golf Cart Road Map](#))

Fairfield County Sheriff

[20-02](#)

Statistics for January 2020 ([Statistics](#))

*Law Director*

*Finance Director*

**20-03**

Report ([Report](#))

*Public Service Director*

**20-04**

Report ([Report](#))

*Development Director*

**K. Council Reports**

*Work Session and Council Meetings - Monday, March 2, 2020 starting at 6 p.m.*

*Work Session and Council Meetings - Monday, March 16 starting at 6 p.m.*

*Committee of the Whole Meeting - Monday, March 30 at 6 p.m. (if needed)*

*CW Human Services - Milliken*

*CWICC - Clark and Coolman*

*CWJRD - Amos and Bennett*

*Destination: Canal Winchester - Walker*

**L. Old/New Business**

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

**N. Adjournment**

# Canal Winchester

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



## Meeting Minutes - Draft

February 3, 2020

6:00 PM

## City Council – Work Session

*Mike Coolman - Vice President*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Patrick Lynch*

*Chuck Milliken*

*Mike Walker*

- A. Call To Order 6:00 pm
- B. Roll Call Present 6 – Amos, Bennett, Coolman, Lynch, Milliken, Walker

C. Also In Attendance

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

D. Request for Council Action

**RES 20-001**

*Public Service*

A Resolution to Authorize the Mayor and Finance Director to Enter Into Contracts with the Director of Transportation for the Improvements of Gender Road/State Route 674 (**Resolution**)

*- Request to move to full Council*

Peoples stated this is a follow-up to a resolution done in September that was a preliminary authorization; this is the final authorization in ODOT process; ODOT requires we pay out \$361,066 first before they reimburse us; ODOT covers 80% of surface course project, but not subsurface repair or guardrails; will upgrade traffic signals from loops to cameras; cheaper to go with that, more standardized. Coolman asked they are requiring us to make the \$361,066 payment now and it could go up? Peoples said it could go up or down, they want out commitment first. Bennett asked about high volume of traffic on Gender Road is there a need to enhance the substructure of the road; Peoples said most repairs will be where the road is badly rutted and wheel paths, pavement not showing signs of deterioration or need for full depth construction. Peoples had a follow-up comment after the vote stating the financing of this is out of funds budgeted for 2020 street program, and will take out of unencumbered fund and we will do appropriation amendment in future to put the money back in the fund.

***Motion to move RES 20-001 to full council made by Milliken; seconded by Bennett***

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

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

**RES 20-002**

*Public Service*

A Resolution to Authorize the Mayor and Finance Director to Apply For, Accept, and Enter Into a Water Pollution Control Loan Fund (WPCLF) Agreement on Behalf of the City of Canal Winchester for Planning, Design, and/or Construction of Wastewater Facilities; and Designating a Dedicated Repayment Source for the Loan. (**Resolution**)

*- Request to move to full Council*

Peoples stated this is the generator project that has been discussed; water pollution control loan fund for backup power supply has a \$50,000 loan forgiveness program; working with them to not be a loan, but to be a grant program and pay for project and get reimbursed \$50,000 from them; the sewer fund is in good

financial condition; estimating a \$350,000 project and would get \$50,000 back from the state; rather than going through loan it is minimum of five years and would like to pay cash for it. Lynch asked about surplus in water sewer fund, how much is it; Peoples said it is about \$3.5 million dollars in connections fund. Peoples said this is just supplying for the loan not the construction project and will have future legislation to authorize the project. Peoples clarified there is \$4.6 million dollars in the fund.

***Motion to move RES 20-002 to full council made by Lynch; seconded by Amos***

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

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

**ORD 20-006**

*Development*

An Ordinance Authorizing the Mayor to Enter Into a Development Agreement with Northpoint Development, LLC.; and Declaring an Emergency ([Ordinance, Agreement, Exhibit A Map, Exhibit B Scope, Exhibit C Easements, Exhibit D Deed](#))

*- Request to move to full Council*

Haire stated this is another in a series of legislation for development at Bixby Road and Rager Road property with Northpoint Development; this authorizes city to enter into a development agreement; they are committing to building two industrial warehouse buildings and city is committing to provide water and sewer lines to serve that development for that property; Northpoint will grant the easements we will need; we will build a force main sewer, will install a lift station, will run a gravity sewer, will run a water line; proposed cost for this is \$1,449,120; we propose to pay for that by forward money from utility funds and reimburse through the Gender Road TIF over ten years; allow us to establish a TIF on Northpoint in the future. Lynch asked about the cost of \$1.4 million and repaid by the TIF, how much does it deplete that TIF and are there funds left for other needed improvements; Haire replied first payment in 2021, estimated available 314,000 in that fund at January 2021, estimate in 2021 will bring in \$407,000 into the TIF based on development; Lynch stated he did not want the fund depleted; Haire stated the estimates are based on known development and does not include future unknown plans; revenue will be coming in from McIntosh, Aldi, Brew Dog, Wyler Chrysler Dealership to the TIF funds.

***Motion to move ORD 20-006 to full council made by Milliken; seconded by Bennett***

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

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

**ORD 20-007**

*Construction Services*

An Ordinance Waiving Competitive Bidding for the Canal Winchester Municipal Complex Project, and Authorizing a Design-Build Delivery Method and Design-Builder Selection Process, and Declaring an Emergency ([Ordinance](#))

*- Request to move to full Council*

Sims stated this is to waive the normal public competitive bidding procedure and allow for a design build procedure; will select RFPs from contractors; same process as successfully used on the public service

building; a fundamental difference in a design build process is bringing legislation in three steps, this is number one, prepare and solicit proposals from contractors and analyze them and determine if we want to continue with step two; this is about gathering the information, not spending dollars at this point; step two would be a preliminary service contract, list of required items and items wanted in the space; when ready to move forward then there will be a third piece of legislation for final contract. Amos asked about concerns from citizens about waiving competitive bidding; Sims replied they will invite contractors to submit proposals versus open public bidding that can be overwhelming to review; the contractors will be competing against each other; Amos stated one contractor will bid the entire process; Sims stated that is correct. Contractors may have their own in-house service providers of utilities, HVAC, etc. or they will use teams or local companies to work with, could be a cost savings, better product for a better price; they contractor will solicit bids for sub-contract work, not advertised publicly, they have companies they usually work with, will invite local companies to bid their work. Coolman stated the development time of year, this process eliminates a long waiting process to get started, doesn't this save a lot of time; Sims said there is a time savings with design build, the services start to overlap when construction starts, not waiting for step one to be completely done in order to begin step two; advantage to getting started with proposals now, possible to get a lot of work done while weather is still good; good time now to get proposals. Lynch talked about value engineering in construction, said he is familiar with design build process, ordinance is written saying council gives up right to award design build contract, will council be approving the final contract for the design build? Sims said we will have to come back to council to award the design build contract; this legislation allows the RFP process to begin, get the information and evaluate it. Lynch asked who make decision to go with certain contractor; Sims said the evaluation is done by city staff and our consultants; then decide they like a certain contractor, then will come back to council with preliminary services contract which is step two and will present it; here is the price and what they contractor will do, will have better and more complete information, more details; step two legislation is asking to move forward with process; then time to do the design and work out the details; afterward then come back with a design that we own and can alter or delay as we wish. Lynch stated getting bids is step one, awarding contract to design build firm is step two, final plan is step three; Sims agreed. Ordinance talks about number of design proposals; Sims said three is the standard language; will get at least three, probably four, and possibly five. Sims said there is a lot of information to decipher in the proposals and evaluate all of it. Amos asked if future legislation will be emergency documents; Sims said yes, to keep contractors on time. Bennett asked about how do you evaluate the bids when there are so many variables to consider; Sims said the design is not complete, but we give them an idea of what we want, we receive the proposal then we evaluate how they approach the job, how they answer questions, their process, how will we work together, meetings, establish a schedule for the services, evaluate costs and multiple ways to look at the costs, preliminary design fee, overhead costs, percentage fees; Sims works the numbers backwards and figures out cost estimates and see what bottom line will look like. Milliken asked about this preferential way to collect bids, would you use this same process in the future; Sims said you allowed for different contracting methods to be used; design builds are extremely common now, building projects lend very well to design build method, puts more risk on the contractor to think of what all is needed, doesn't fit as well with road projects or utility projects. Walker asked about the public service building being a design build; Sims said yes it was and it was a good learning experience, will invite the same contractor back. Amos asked about the time frame to have the RFPs out; Sims said probably by the end of the month, might be back to council for step two by April.

***Motion to move ORD 20-007 to full council made by Bennett;  
seconded by Lynch***

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**Motion carried by the following vote:****Yes 6 – Bennett, Amos, Coolman, Milliken, Walker, Lynch****E. Reports**

*Matt Peoples* - Peoples talked about the wet well at Northpoint Development; developer wants to get started on it; looking at purchasing the wet well ourselves, there are only a few contractors in the state that can do the fabrication work, there is a local company that can do it; will need to waive competitive bidding for this. Lynch asked what is a wet well; Peoples said a wet well is where all the sewages flows into and has the pumps in it, gravity sewer goes into a deeper structure and sends up to next gravity point, eleven in town, one is a little different near the pool, it is a wet pit, most are with submersible pumps down in the well.

**Public Service Director's Report**

*Lucas Haire* - Haire stated preliminary closing date for 45 Waterloo Street is February 12; the preliminary closing for Bixby and Rager Road development is March 3; a new restaurant near Meijer is Shooter4s Sports Bar and Grill, planning and zoning will hear final plan on this at February 10 meeting; they will also hear more information for office building at Winchester Office Park; Bigerton Bend should open soon as deeds have been signed and will be recorded soon. Bennett asked about exact location of Shooters; Haire replied.

**Development Director's Report**

*Amanda Jackson* - Jackson said she has closed out 2019, reports have been filed, W-2 are done; looking at large projects and working on creating a visual for you at next meeting to explain future project funding.

**Finance Director's Report****F. Items for Discussion**

Amos asked Peoples about dumping trash at Hanner's Park, had a resident say they saw someone dumping trash; Peoples said yes, they have been watching and monitoring this.

Lynch asked for an update on McGill Park and status of getting a design firm; Haire replied they have met with engineers and asked about their timeline for trails, etc.; state and federal cannot work out contract language; may break these out to get started; controlling board approved trail funds to ODNR, environmental clearances need done; phase one is still on hold until finalized contract is done, can't spend funds that we would seek reimbursement for through the gran process.

Lynch asked about where are we with working on police consultant to get an evaluation for our town, Hendershot said there is a six month period to add officers; Jackson said nothing has changed since we last talked about it, person in contact with has retired, have not heard from his replacement, understands they may be working on a developing a new process to achieve what we are asking of them and will not be ready until the end of March; Lynch asked if we should look at adding additional officers on our own, the money has been budgeted, how do we get additional officers, Mayor said it is difficult to do, you can't just add two officers because we want them, they have to be available; Lynch said it is a six month

process and Mayor said it is closer to a year process. Lynch said we are waiting on this evaluation from this consultant and they don't get back to us for six months, but we need more officers; Jackson said what happens if we hire them and we don't need them. Lynch said there is no question of not needing them, said nobody in town will say we don't need additional officers. Jackson said this is a conversation we have been having for quite a long time and one we should have with Sgt. Hendershot present; Jackson asked what exactly are the current deputies not doing that residents want to see them do, so that we can address that, but every time I ask this nobody can give me an answer. Milliken said he thinks residents want the due diligence to be done, to be sure we are doing the right thing financially, should not hire more officers without getting the hard facts before spending the funds. Coolman commented about joining with Madison Township and what can they bring to us. Bennett asked about initiating a process for additional policing, when would we have to make a payment, if we add an officer; Jackson said that is a question for the chief in Lancaster, last time they paid the officer's training time in their budget; would have to ask if they would do it that way again or if we would incur the cost of it up front.

**G. Old/New Business**

**H. Adjournment**

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

***Yes 6 – Lynch, Amos, Bennett, Coolman, Milliken, Walker  
Adjourned at 6:59 pm***

# Canal Winchester

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## Meeting Minutes - Draft

February 3, 2020

7:00 PM

### City Council

*Mike Coolman - Vice President*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Patrick Lynch*

*Chuck Milliken*

*Mike Walker*

**A. Call To Order** 7:06 pm**B. Pledge of Allegiance - Coolman****C. Roll Call** Present 6 – Amos, Bennett, Coolman, Lynch, Milliken, Walker  
***Motion to excuse Clark made by Walker; seconded by Bennett***  
***Motion carried by the following vote:******Yes 6 – Walker, Bennett, Amos, Coolman, Lynch, Milliken*****D. Election of Council President**

Coolman asked Hollins if there had been any change, as we are still waiting on a formal decision; Hollins replied not to his knowledge.

**E. Approval of Minutes**

[20-05](#) MINS 1-21-20 Work Session ([Minutes](#))

[20-06](#) MINS 1-21-20 Full Council ([Minutes](#))  
***Motion to approve minutes from 1-21-2020 for work session and council meeting made by Bennett; seconded by Coolman***  
***Motion carried by the following vote:***

***Yes 6 – Bennett, Coolman, Amos, Lynch, Milliken, Walker*****F. Communications & Petitions****G. Public Comments - Five Minute Limit Per Person**

Jackie Marion came forward to speak; I live at 262 Woodview Drive; she talked about the comments from Amanda Jackson regarding the community not stating what they want regarding more police coverage; we want more tickets given, I think that was made clear at the meeting two weeks ago, you were in attendance; I think it is very clear what we want; I know we need more officers, there are only two people per shift, and if one gets tied up, it is a problem, citizens want more tickets given so this is a same town to live in.

Marie Gibbons came forward to speak; I live at 69 Elizabeth Street in the older neighborhood, my street is a dead end street and resident felt safe because of that; crime seemed to always happen in the more affluent neighborhoods, but on January 30 a car on our street was broken into, and a car was stolen on Franklin Street, on January 4 a vehicle crashed through the fence at the end of the street onto school property damaging the gates and locks; these incidents have upset my neighbors, some of whom question their own safety in their own home; a common concern during elections was public safety and policing; should we add more officers; I am a voice from the community asking to make this a priority.

**H. RESOLUTIONS**

**RES 20-001***Public Service*

A Resolution to Authorize the Mayor and Finance Director to Enter Into Contracts with the Director of Transportation for the Improvements of Gender Road/State Route 674 ([Resolution](#))

- Adoption

***Motion to adopt RES 20-001 made by Milliken; seconded by Amos  
Motion carried by the following vote:***

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

**RES 20-002***Public Service*

A Resolution to Authorize the Mayor and Finance Director to Apply For, Accept, and Enter Into a Water Pollution Control Loan Fund (WPCLF) Agreement on Behalf of the City of Canal Winchester for Planning, Design, and/or Construction of Wastewater Facilities; and Designating a Dedicated Repayment Source for the Loan. ([Resolution](#))

- Adoption

***Motion to adopt RES 20-002 made by Lynch; seconded by Bennett  
Motion carried by the following vote:***

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

**I. ORDINANCES***Tabled**Third Reading**Second Reading***ORD 20-002***Construction Services**Sponsor: Amos*

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](#))

- Second Reading Only

**Amos stated second reading only.**

**ORD 20-004***Development**Sponsor: Clark*

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 Map, Exhibit B CRAA, Exhibit C School Comp Agreement, Exhibit D School District Reso](#))

- *Second Reading Only*

**Coolman stated second reading only.**

**ORD 20-005**

*Public Service*

*Sponsor: Lynch*

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 waiver of second and/or third reading and adoption*

Lynch asked Peoples if we need to waive the third reading on this; Peoples replied yes, in order to be ready for Brew Dog's busy season.

***Motion to waive third reading for ORD 20-005 made by Lynch; seconded by Coolman***

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

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

***Motion to adopt ORD 20-005 made by Lynch; seconded by Coolman***

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

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

***First Reading***

**ORD 20-006**

*Development*

An Ordinance Authorizing the Mayor to Enter Into a Development Agreement with Northpoint Development, LLC.; and Declaring an Emergency ([Ordinance, Agreement, Exhibit A Map, Exhibit B Scope, Exhibit C Easements, Exhibit D Deed](#))

- *First Reading Only*

**Milliken stated first reading only.**

**ORD 20-007**

*Construction Services*

An Ordinance Waiving Competitive Bidding for the Canal Winchester Municipal Complex Project, and Authorizing a Design-Build Delivery Method and Design-Builder Selection Process, and Declaring an Emergency ([Ordinance](#))

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

***Motion to waive second and third readings for ORD 20-007 made by Bennett; seconded by Amos***

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

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

***Motion to adopt ORD 20-007 made by Bennett; seconded by Amos***

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

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

**J. Reports**

**Mayor's Report****20-100**Mayor's Report ([Report](#))

**Fairfield County Sheriff** - Sgt. Hendershot - new cruiser is in and should be in service next week; new deputy on third shift will start soon. Mayor asked him about recent break-ins; Hendershot said cars were gone through on Cherokee, car was unlocked and nothing of value was taken, did set up extra patrols on second and third shifts, was not aware of any thefts. Lynch asked about reports of a blue van driving around in his neighborhood and knocking on doors; Hendershot did not have information on it. Lynch asked where does the information go when it is reported, to let police know to keep an eye out for these things; Hendershot said relationship with Madison Township is going well. Jackson said if somebody knocks on your door ask for their permit with her signature and the seal of the city logo, and if they do not have it, call the sheriff's department. Bennett asked Hendershot about policing, additional manpower, do we need it or not, when do we initiate it, do it sooner or wait until later, conversations with Ohio Retired Police Association doing a study to give us guidance about manpower, do we believe manpower is needed now before we conclude the evaluation, you may comment now or wait until you gather your thoughts, just wanted to update you on earlier discussions while you were out of the room. Hendershot thinks we are moving in the right direction with getting the chiefs association's input and looking at a study, has already talked to the mayor about working with them about what can be added down the road, with Jackson everything has to be budgeted, I think we can wait a couple months for the results of the evaluation to come back, sheriff's office is now hiring correction officers on staff, in near future deputies will be hired straight to the road which will cut down on time to train; do I see a need, yes, but we need to go through the right steps in the process. Bennett asked are we compromising the resident's security and safety while we are waiting on this process; Hendershot said no, we are not.

**Law Director** - Hollins – request executive session tonight to discuss pending litigation and personnel.

**Finance Director****20-103**Finance Director's Report ([Report](#))**Public Service Director****20-104**Public Service Director's Report ([Report](#))**Development Director****20-005**Development Director's Report ([Report](#))**K. Council Reports**

*Work Session and Council Meetings - Tuesday, February 18, 2020 starting at 6:00 pm*

*Work Session and Council Meetings - Monday, March 2, 2020 starting at 6:00 pm*

*Work Session and Council Meetings - Monday, March 16, 2020 starting at 6:00 pm*

**CW Human Services - Milliken**

Milliken – Human Services had the Souper Bowl event yesterday, and Aletha wanted to thank the council members for attending and helping; she said a record broken for the bake sale of \$800; overall event totals were not available yet; next event is the Easter Egg Hunt.

***CWICC - Clark***

Coolman – CWICC next meeting is 4-29-20 Interurban

***CWJRD - Amos and Bennett***

Amos – Hired new manager is Misty Swearingen; first movie night at school with about 200 people; working with Human Services and Amanda Lemke on the Easter Egg Hunt upcoming event; more movie nights coming up for summer; commissioner’s dinner last night; next meeting is 2-20-20

***Destination: Canal Winchester - Walker***

Walker - Art stroll meeting is tomorrow night and next DCW meeting is March 24 at 6:30.

**L. Old/New Business**

***Motion to approve minutes from Town Hall Meeting on 1-14-2020 made by Bennett; seconded by Amos  
Motion carried by the following vote:***

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

Jackson stated that council will need to re-approve the minutes from the October town hall meeting at a future council meeting, can’t approve these at town hall meeting. Amos asked about setting date for next town hall meeting; the Clerk responded the next town hall meeting is scheduled for April 14, 2020. Amos asked Peoples about the speed sign and flashing lights, and wanting to see a six month report, but thing was broken, etc.; have we been able to get the results yet; Peoples said no, he had to borrow item from Fairfield County and has it set up at Bigerton Bend to get a baseline study before opening it up, will probably get new ones, want to use radar units, will post on lamp posts, likes that units without feedback so we get real results.

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

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

***Yes 6 – Bennett, Lynch, Amos, Coolman, Milliken, Walker  
Time out at 7:33 pm***

**N. Adjournment**

***Time in from executive session at 8:09 pm  
Motion to adjourn made by Amos; seconded by Bennett  
Motion carried by the following vote:***

***Yes 6 – Amos, Bennett, Coolman, Lynch, Milliken, Walker  
Adjourned at 8:09 pm***

# Canal Winchester

*Town Hall  
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## **Special Town Hall Conversation with Council Meeting Minutes - Final**

**October 8, 2019**

**7:00 PM**

### **City Council**

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



***Madison Township:***

1. Is there any new information regarding Madison Township police issue?
2. What exactly are we paying for?
3. Why are we not making them accountable?

***Transportation:***

1. What are we planning to do about the increase of traffic on Bixby Road?
2. When will ODOT build an interchange at Bixby Road?
3. Who maintains Bixby Road and Rager Road?
4. What about the road markings on Pfeifer Road?
5. Is ODOT doing any traffic studies?
6. Who paid for the road improvement at Bixby and Winchester Pike?

***Hands Free Driving:***

1. Where are we in the process for the hands-free driving law?
2. What is the budget for this?
3. How do we get the word out once law is passed?
4. What extra workload has this been to the Bexley police force?
5. Will a city law be redundant with a potential state law?

***General:***

1. Is the city planning to purchase the Bob McDorman building?
2. What are the biggest concerns facing Canal Winchester right now?
3. Comment about keeping small town feel versus bringing in industry.
4. When are we getting a Chick-fil-a?
5. What are the needs of the community that 3C Church can partner with or volunteer opportunities?
6. Do you (or school district – Kevin Butler) feel the school district will eventually be split into two

high schools?

7. Is a community sports complex a possibility anywhere?

**E. Adjournment**

Meeting Adjourned at 8:25 pm



*Madison Township Police Department*  
***MEMORANDUM OFFICE OF CHIEF***

**To:** *Mayor Mike Ebert and City of Canal Winchester Council*  
**From:** *Gary B. York, Police Chief*  
**cc:** *Susan Brobst, Township Administrator, File*  
**Date:** *February 3, 2020*  
**Re:** *Monthly Stat Report*

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Mayor Ebert and Council,

This memorandum contains the monthly activity and calls for service as well as the citations issued by the Madison Township Police Department inside the City of Canal Winchester Corporation limits for January 2020.

If you should have any questions, please let me know.

**Madison Township Police Department**  
**Activity Summary**  
**City of Canal Winchester Corporation limits (Madison Township - Franklin County)**

	<b>1/1-31/2020</b>	<b>Y-T-D Total</b>
Total Calls for Service - Madison Township	2,020	2,020
Total Dispatched Calls - Madison Township	301	301
Total Non-Dispatched Calls - Madison Township	575	575
Total Calls for Service - City of Canal Winchester Corporation limits	267	267
Total Tickets - City of Canal Winchester Corporation limits	13	13
Total Patrol Miles Driven - Madison Township	14,325	14,325

*"Community Service...Together we can make a difference"*



# MADISON TOWNSHIP POLICE

## *Call For Service - Summary*

For Reporting Period 1/1/2020 until 1/31/2020

City of Canal Winchester Corporation limits - Anything inside

<b>Nature Code</b>	<b>Nature Description</b>	<b>Total</b>
10	Assist Other Unit - Mutual Aid	20
13	Special Detail	3
2	Property Damage Accident	1
35	On Patrol	103
60	Suspicious Person	1
60/60A	Suspicious Person/Vehicle	1
60A	Suspicious Car	2
62	Traffic Detail	28
63	Investigation or Follow Up	1
82	Disabled Vehicle	1
84	Open Door	1
86	Traffic Stop	52
86P	Parking Violation	1
BC	Business Check	52

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Grand Total: 267



# MADISON TOWNSHIP POLICE DEPARTMENT TICKET REPORT BY DATE AND GEO

For time period between 01/01/2020 and 01/31/2020

*City of Canal Winchester Corporation limits - Anything inside*

CFS#	Date	Location	Geo	ORC	Offense	Issuing Officer	Ticket#
20M-000073	01/01/2020	GENDER RD AT WATERLOO RD	4	4503.11	EXPIRED TAGS	Officer M. Wonsick-22	077790
20M-000356	01/05/2020	GENDER RD AT GROVEPORT RD	4	4511.13C1	REDLIGHT VIOLATION	Sergeant V. Boyd-S2	077195
20M-001120	01/15/2020	GENDER RD AT US RT 33	4	4510.16A	DRIVERS LICENSE OFFENSE	Officer B. Kranz-25	077691
20M-001192	01/16/2020	WASHINGTON ST NEAR S/O DIETZ DR	4	4511.21	SPEED	Officer B. Kranz-25	077692
20M-001258	01/17/2020	WASHINGTON ST NEAR S/O DIETZ DR	4	4511.21	SPEED	Officer B. Kranz-25	077693
20M-001516	01/20/2020	HIGH ST AT COLUMBUS ST	4	4511.39	TURN SIGNAL VIOLATION	Sergeant V. Boyd-S2	077197
20M-001516	01/20/2020	HIGH ST AT COLUMBUS ST	4	4511.37	U-TURN VIOLATION	Sergeant V. Boyd-S2	077197
20M-002096	01/28/2020	US 33 WB NEAR GENDER RD	4	4511.33	MARKED LANES OF TRAVEL	Officer K. Chavez-13	077767
20M-002096	01/28/2020	US 33 WB NEAR GENDER RD	4	4511.33	MARKED LANES OF TRAVEL	Officer K. Chavez-13	077767
20M-002096	01/28/2020	US 33 WB NEAR GENDER RD	4	4510.21	DRIVERS LICENSE OFFENSE	Officer K. Chavez-13	077767
20M-002175	01/29/2020	US 33 WB AT GENDER RD	4	4510.12A1,45	DRIVERS LICENSE OFFENSE	Officer K. Chavez-13	077768
20M-002175	01/29/2020	US 33 WB AT GENDER RD	4	4513.14	ONE HEADLIGHT VIOLATION	Officer K. Chavez-13	077768
20M-002178	01/30/2020	GENDER RD NEAR WINCHESTER PIKE	4	4510.111A	DRIVERS LICENSE OFFENSE	Officer K. Chavez-13	077769

**Total Tickets Filed: 9**

**Total Charges Written 13**

**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

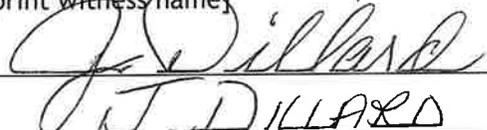
any subsequent breach or violation.

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. 20-004**

**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.

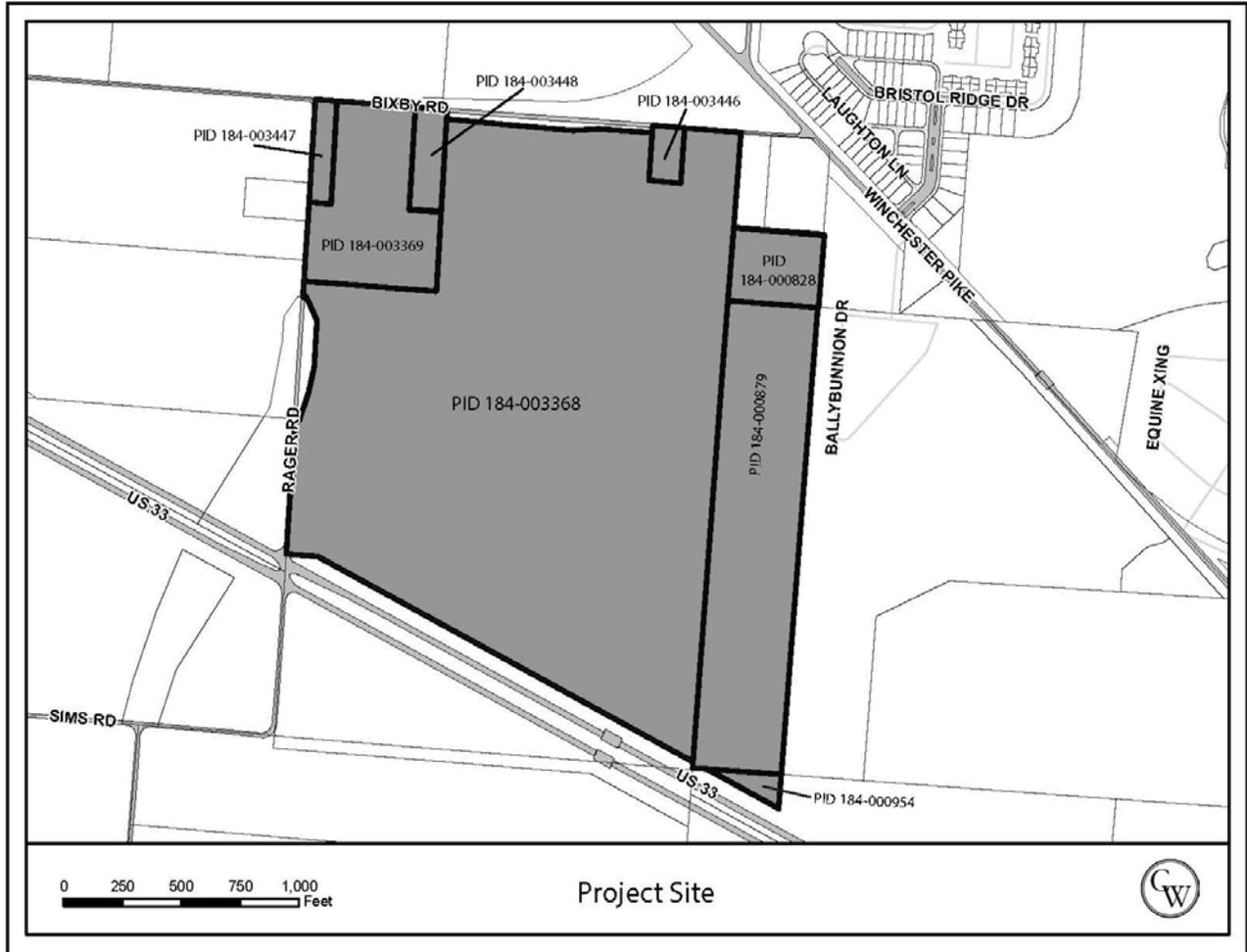


EXHIBIT B

**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 41<sup>st</sup> 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 41<sup>st</sup> 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:

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Law Director

**NORTHPOINT DEVELOPMENT, LLC**

By:

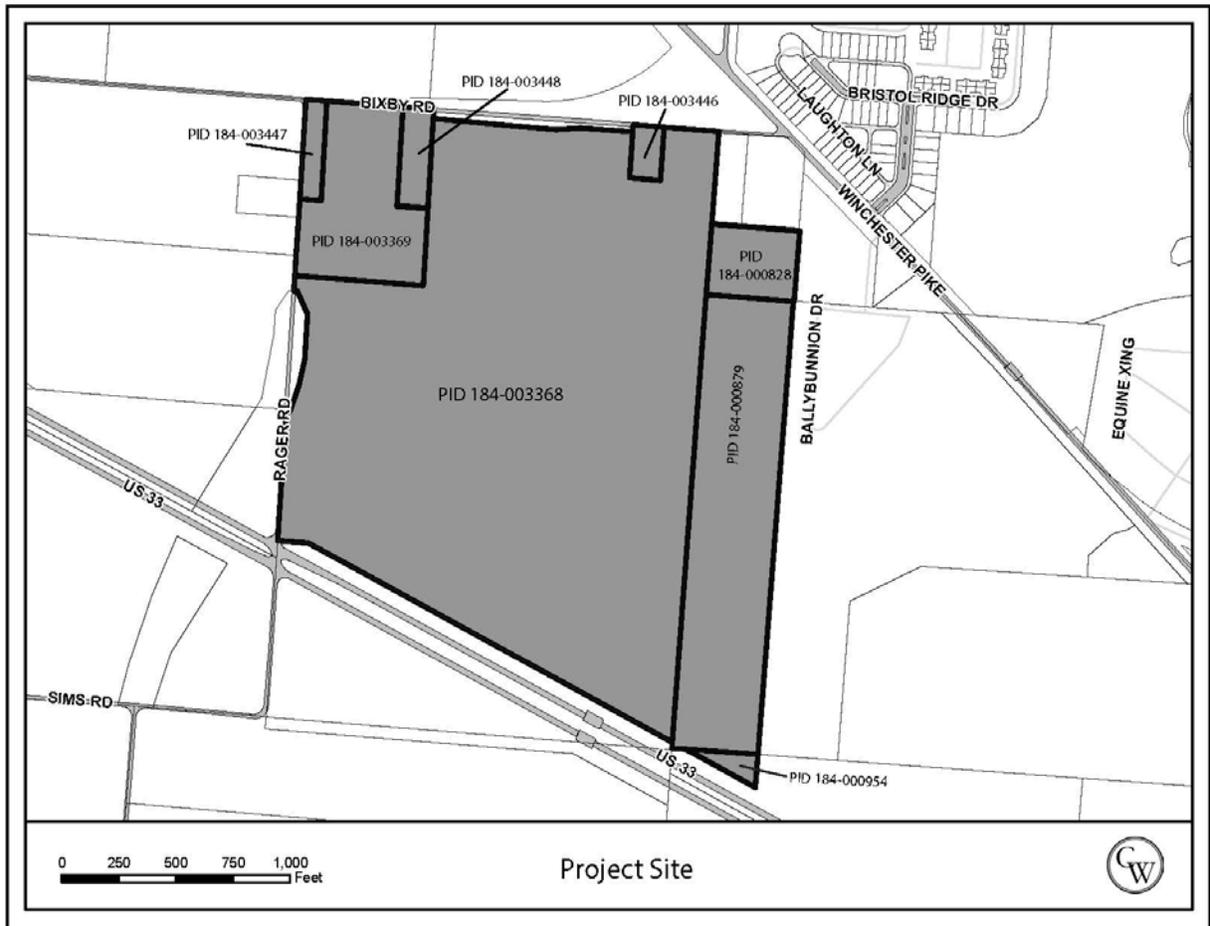
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Brent Miles  
Chief Marketing Officer, Founding Partner



**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

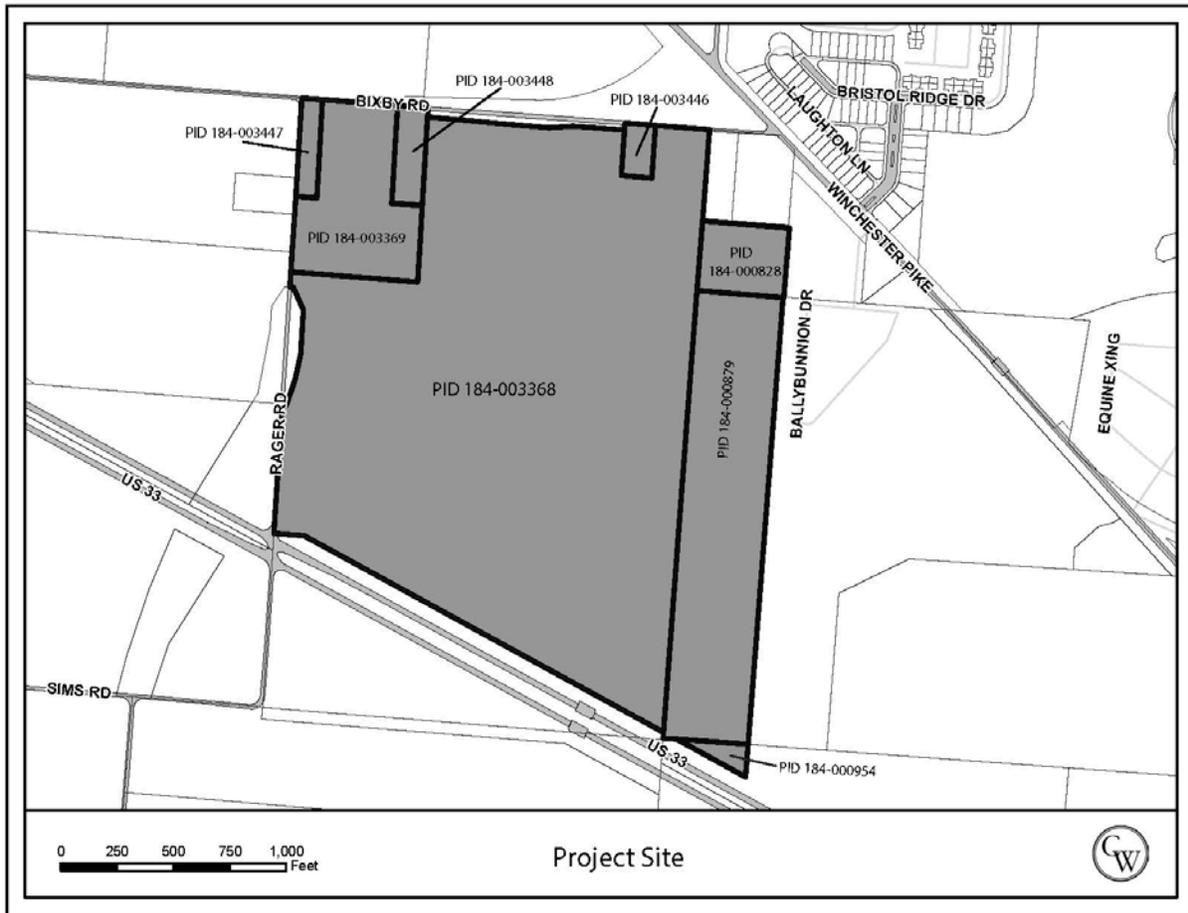
My Commission expires: \_\_\_\_\_

[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.

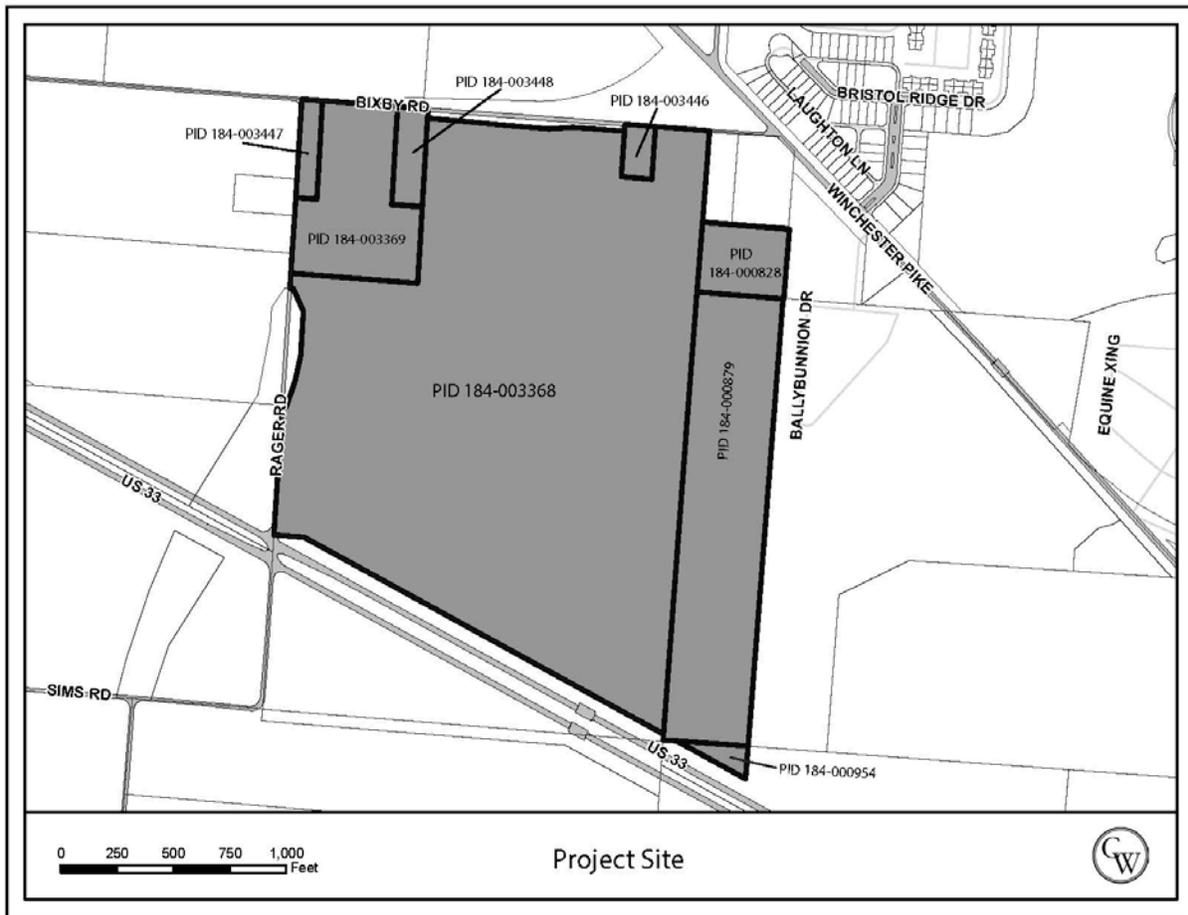
**SECTION 4.** That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

**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

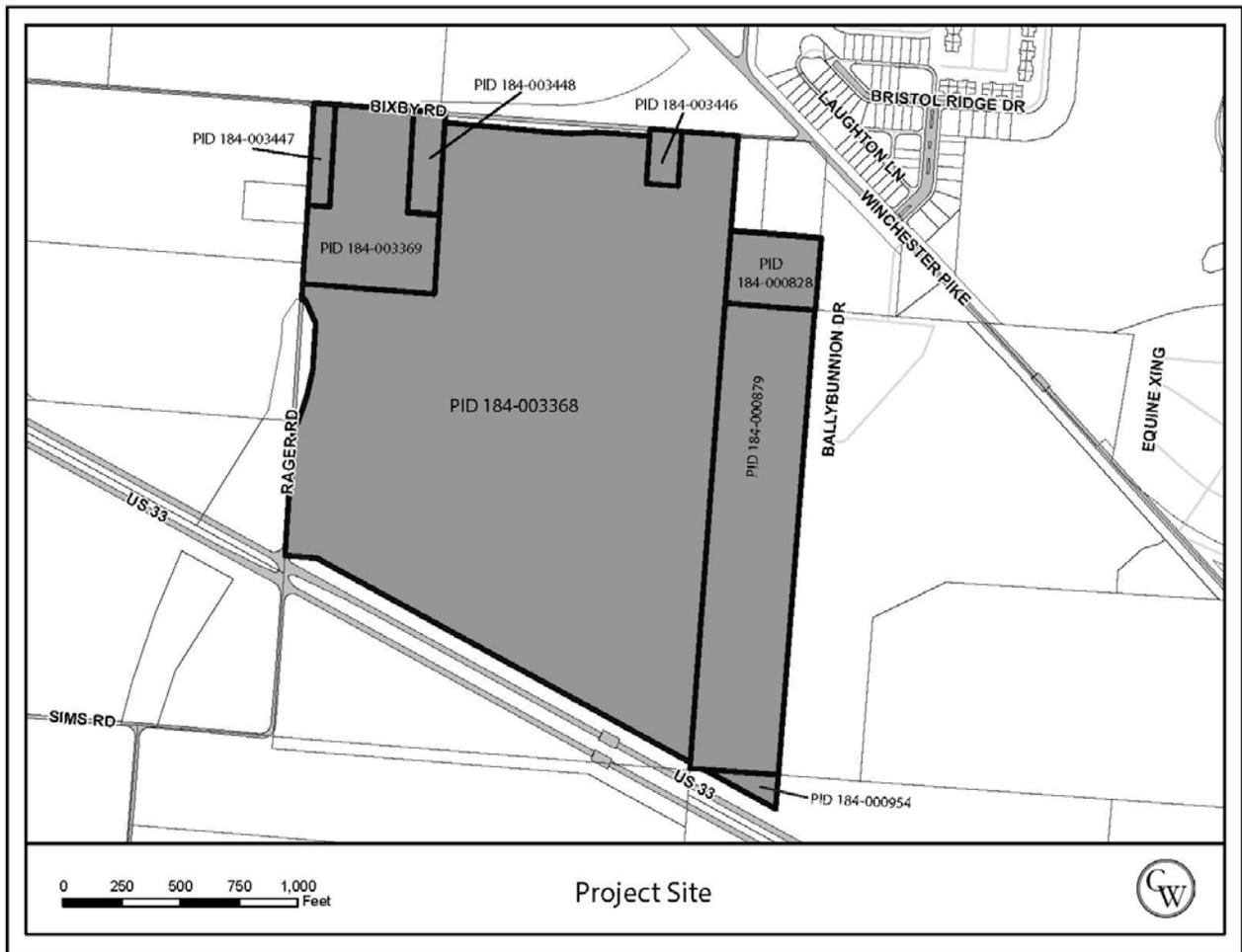
My Commission expires: \_\_\_\_\_

[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.

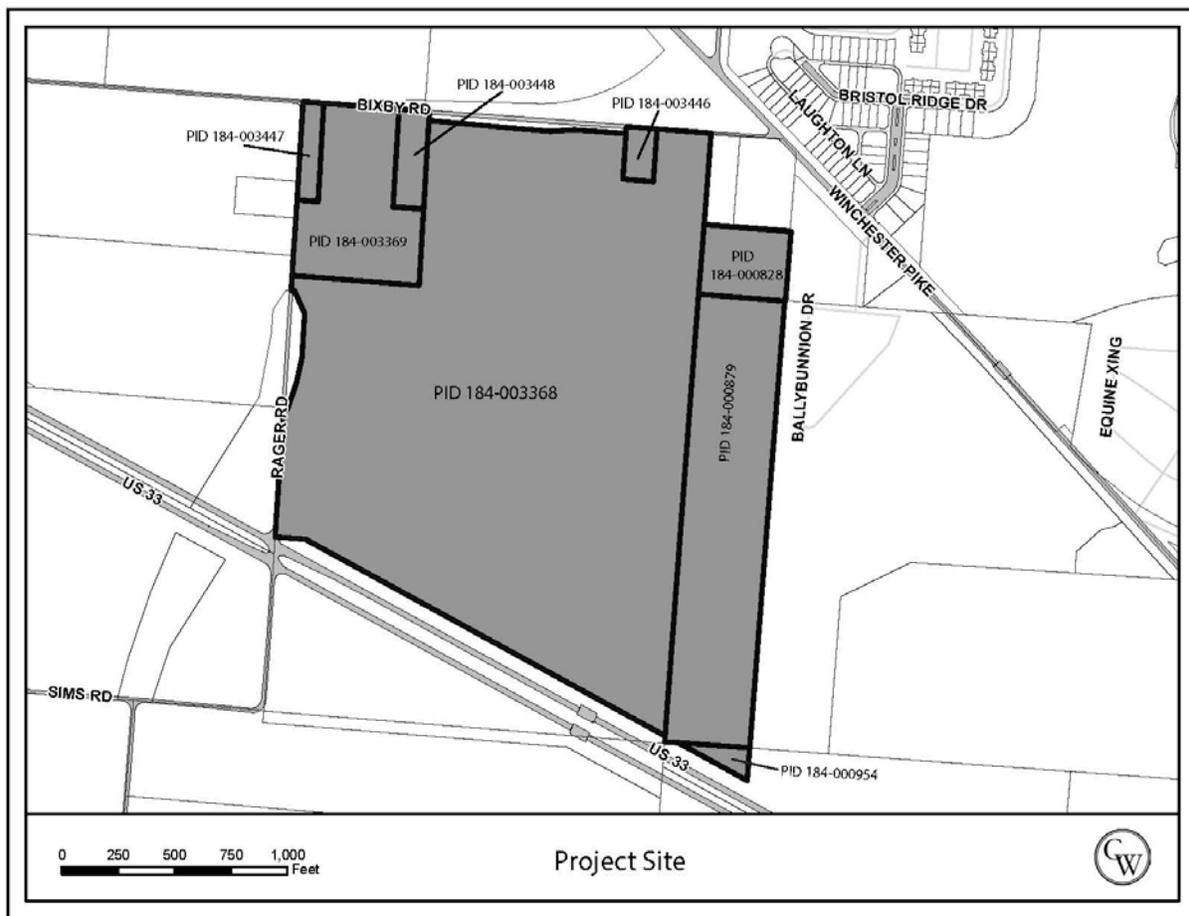
**SECTION 4.** That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

**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. 20-006**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEVELOPMENT AGREEMENT WITH NORTHPOINT DEVELOPMENT, LLC.; AND DECLARING AN EMERGENCY**

**WHEREAS,** the City desires to induce development of industrial property along Bixby and Rager Road; and

**WHEREAS,** this Council previously adopted Resolution 19-024 creating the Route 33 North Community Reinvestment Area which includes property proposed to be developed by Northpoint Development LLC; and

**WHEREAS,** this Council is currently considering an ordinance authorizing the City to enter into a Community Reinvestment Area agreement with Northpoint Development, LLC to induce industrial development on a site at Bixby and Rager Road; and

**WHEREAS,** this Council desires to enter into a development agreement with the developers of certain parcels within in the Route 33 North CRA which will make public water and sanitary sewer lines available with an adequate capacity to benefit the future Northpoint Development, LLC parcels and other parcels in the Route 33 North CRA area, that will substantially benefit the welfare of the community;

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

**Section 1:** That Council hereby authorizes and directs the Mayor to enter into a Development Agreement with Northpoint Development, LLC, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Development Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

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

**Section 3:** That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; 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

## DEVELOPMENT AGREEMENT

This Development Agreement (“the Agreement”) is made and entered into effective this \_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between **the City of Canal Winchester, Ohio** (the “City”), and **NorthPoint Development, LLC**, a Missouri limited liability company (“NorthPoint”) (collectively, being referred to as the “Parties”, and each being individually referred to as a “Party”), under the circumstances summarized in the following recitals.

### RECITALS:

A. Canal Winchester Industry and Commerce Corporation, an Ohio non-profit corporation (“CWICC”) owns the real property in Franklin County (the “Property”), which Property is further described and depicted on Exhibit A which is attached hereto and incorporated herein by reference.

B. CWICC and NorthPoint have entered into a Real Estate Sale Contract dated June 17, 2019, as amended by that certain First Amendment to Real Estate Sale Contract dated March 18, 2019, that certain Second Amendment to Real Estate Sale Contract dated May 9, 2019 (the “Second Amendment”), that certain Third Amendment to Real Estate Sale Contract dated June 6, 2019, and that certain Fourth Amendment to Real Estate Sale Contract dated January 10, 2020 (collectively, the “Contract”).

C. Upon acquisition of the Property, NorthPoint desires to develop the Property by constructing thereupon an industrial development, which is currently designed to include two (2) approximately 435,000 square foot buildings and supporting infrastructure (collectively, the “Project”), which Project will create jobs and employment opportunities and further commerce within the City.

D. In connection with the construction of the Project, and in accordance with the obligations between CWICC and NorthPoint under Section 5 of the Second Amendment to the Contract, the Parties desire to provide for the construction and/or implementation of certain public infrastructure improvements (collectively, the “Public Infrastructure”, which Public Infrastructure is further described in Section 3 and described and depicted on Exhibit B which is attached hereto and incorporated herein by reference). The Parties each agree that the Public Infrastructure, once constructed, will directly benefit the Property and the Project, and will provide a benefit for the residents and businesses of the City.

E. The Parties desire to execute this Agreement to provide for the construction of the Public Infrastructure and the payment of the related costs and to facilitate the construction of the Project.

**NOW, THEREFORE**, in consideration of the foregoing, the promises contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties covenant, agree and obligate themselves as follows:

Section 1. General Agreement. For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this

Agreement and the intended arrangements between the Parties, the Parties intend to and shall cooperate in the manner described herein to facilitate the design, construction, acquisition and installation of the Public Infrastructure and the Project.

Section 2. City's Utility Improvements. Subject to the terms herein, the City agrees to construct, or cause to be constructed (in cooperation with such other party or parties as may be determined by the City), an extension of water and sanitary sewer service to the Property in accordance with the Scope of Work attached hereto as Exhibit B (the "City's Utility Improvements"). The City shall commence the City's Work as soon as possible after the date that NorthPoint has obtained all necessary permits for and has commenced construction of the Project (which shall be deemed to occur upon NorthPoint obtaining permits for and commencing grading in support of the Project). NorthPoint shall notify the City in writing once these conditions have been satisfied. The City agrees, upon Northpoint commencing Work, subject to an Unforeseeable Delay as described in Section 8 below, to diligently pursue construction and completion of the City's Utility Improvements not later than one hundred eighty (180) days following the commencement thereof. The City's Utility Improvements shall be completed at the City's sole cost and expense.

Section 3. City's Easements. NorthPoint shall grant to the City a permanent easement ten (10) feet in width over the location of the City's Utility Improvements upon the Property to facilitate the construction and maintenance of the City's Work (the "City's Permanent Easement"). The City's Easement is further described and depicted on Exhibit C which is attached hereto and incorporated herein by reference. NorthPoint agrees to provide such temporary construction easements as may be reasonably required by the City to accommodate the construction of the City Infrastructure; *provided* that such easements do not unduly interfere with the construction of the Project (the "City's Construction Easements", and collectively with the City's Permanent Easement, the "City's Easements"). Upon such time as NorthPoint has satisfied the conditions necessary for the City to commence the City's Work under Section 2 above, NorthPoint, at no charge, shall execute and deliver the Easement substantially in the form attached hereto as Exhibit D evidencing the grant of the City's Easements. NorthPoint acknowledges that any delay in the conveyance of the City's Easements may cause a commensurate delay in the completion of the City's Work. The City shall record the Easement within a commercially reasonable period of time after its execution and delivery to the City by NorthPoint.

Section 4. Condition Precedent. The Parties hereby acknowledge and agree that the commencement of construction of the Project by NorthPoint (as defined in Section 2) is a condition precedent to all other duties of the City under this Agreement. If such does not occur on or before December 31, 2021, this Agreement and all of the benefits and obligations therein are null and void.

Section 5. Estoppel Certificate. Upon request of NorthPoint, the City shall execute and deliver to NorthPoint or any proposed purchaser, mortgagee or lessee of any parcel of the Property, a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that NorthPoint is not in default under any of the terms, covenants or conditions of the Agreement, or, if NorthPoint is in default, specifying same; and (c) such other matters as NorthPoint may reasonably request.

Section 6. Representations and Covenants of the Parties. The Parties hereby represent and warrant that each is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. That execution, delivery and performance does not and will not violate or conflict with any provision of law applicable to it, and does not and will not conflict with or result in a default under any agreement or instrument to which it is a party or by which it is bound. The Parties further represent and warrant that his Agreement has, by proper action, been duly authorized, executed and delivered by it and all steps necessary to be taken by it have been taken to constitute this Agreement, and its covenants and agreements contemplated herein, as its valid and binding obligations, enforceable in accordance with their terms

Section 7. Remedies. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party to this Agreement, or any successor to such party, such party (or successor) shall, within 45 days of receipt of written notice from any other, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall be cumulative and shall not be construed to exclude any other remedies allowed at law or in equity. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover from the non-prevailing party, reasonable attorneys' fees, court costs and all expenses, (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled

Section 8. Unforeseeable Delay. Neither party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The party seeking the benefit of the provisions of this subsection shall, within 15 calendar days after actual notice of any such unforeseeable delay, have first notified the other party of such unforeseeable delay in writing, and of the cause or causes of the unforeseeable delay.

Section 9. Successors. This Agreement shall be binding upon and inure to the benefit of the Parties and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns.

Section 10. Agreement Binding on Parties; No Personal Liability; County Consents. All covenants, obligations, and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of either Party in other than their official capacity or



Attn: Evan Fitts

Section 13. 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 14. Severability and Cooperation Clause. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, resolution or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect. If the terms of this Agreement, or any amendment or amendments to any provision of any laws that are required to be enacted or amended as a consequence of this Agreement, are challenged by either referendum or administrative appeal to the courts or such other legal or equitable remedies sought by those who may oppose this Agreement, the parties agree to cooperate with each other to uphold the validity and enforceability of this Agreement. This cooperation clause only pertains to decisions relating to this Agreement, and this cooperation clause cannot be used to attempt to force the City to override other legislative or administrative decisions relating to the Project.

Section 15. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 16. Governing Law and Choice of Forum. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each of the Parties irrevocably consents to the jurisdiction of any state court located within Franklin County, Ohio, in connection with any matter based upon or arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and waived and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

Section 17. Assignments. NorthPoint agrees not to assign this Agreement without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, NorthPoint may assign this Agreement without the City's consent to (i) any entity with which NorthPoint is affiliated (i.e., controls, is controlled by, or is under common control with), and (ii) NP Canal Winchester, LLC, a Delaware limited liability company. Without limiting the foregoing, any entity managed by NPD Management, LLC shall be deemed affiliated with NorthPoint.

(Remainder of page intentionally left blank – Signatures Follow)

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of Party have executed this Agreement for and on behalf of the Party as of the Effective Date.

THE CITY OF CANAL WINCHESTER, OHIO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company

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

Nathaniel Hagedorn, Manager

Date: \_\_\_\_\_

EXHIBITS:

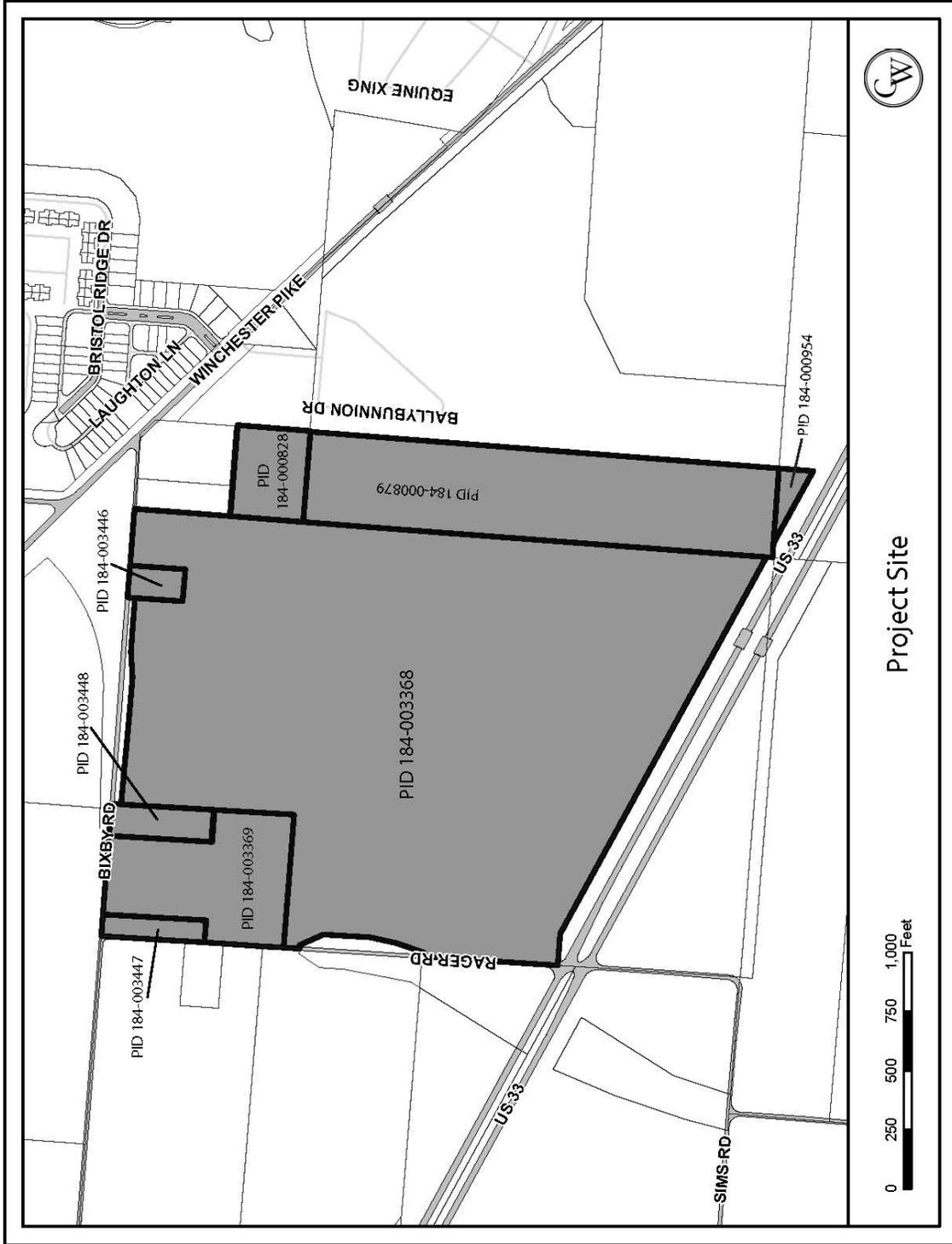
A – Property

B – City’s Utility Improvements—Scope of Work

C – City’s Easement--location

D – City’s Easement—form

EXHIBIT A  
THE PROPERTY



## **EXHIBIT B**

### **CITY'S UTILITY WORK—SCOPE OF WORK**

- 12" water main line
- 15" and 8" sanitary sewer lines
- Any deviations to the foregoing approved by NorthPoint in its reasonable discretion.

**EXHIBIT C**

**Easement Descriptions**

January 13, 2020

**DESCRIPTION OF A UTILITY EASEMENT  
ALONG AND EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the northeast quarter of Section 23 and in the northwest and southwest quarters of Section 24, Township 11 North, Range 21 West, Congress Lands and being an easement, for utility purposes, through a portion of a 110.244 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No. \_\_\_\_\_, said easement bounded and described as follows:

Beginning at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 32.96 feet to a point;

thence crossing a portion of said 110.244 acre tract the following eight (8) courses:

1. S 86° 19' 20" E a distance of 70.03 feet to a point;
2. S 03° 40' 40" W a distance of 65.00 feet to a point;
3. N 86° 19' 20" W a distance of 49.25 feet to a point;
4. S 03° 40' 40" W a distance of 330.51 feet to a point;
5. S 59° 03' 41" E a distance of 694.34 feet to a point;
6. S 61° 29' 09" E a distance of 1235.23 feet to a point;
7. S 39° 14' 05" E a distance of 183.02 feet to a point;
8. S 61° 44' 05" E a distance of 272.48 feet to a point in an east line of said 110.244 acre tract and in a west line of a 41.990 acre tract of land conveyed to The Mountain Agency, LLC, by deed of record in Instrument No. 201110030124958;

thence S 04° 29' 47" W along a portion of an east line of said 110.244 acre tract and along a portion of a west line of said 41.990 acre tract a distance of 32.78 feet to a point;

thence crossing a portion of said 110.244 acre tract the following four (4) courses:

1. N 61° 44' 05" W a distance of 291.66 feet to a point;
2. N 39° 14' 05" W a distance of 183.09 feet to a point;
3. N 61° 29' 09" W a distance of 1,229.96 feet to a point;
4. N 59° 03' 41" W a distance of 713.27 feet to a point in the east right-of-way line of Rager Road (40 feet in width this section);

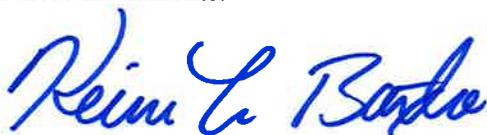
thence N 03° 40' 40" E crossing a portion of said 110.244 acre tract and along the east right-of-way line of Rager Road a distance of 382.16 feet to the place of beginning;

containing 2.003 acres of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet easterly of the entire easterly lines of said above described permanent easement and along, adjacent to and fifty (50) feet northerly of the entire northerly lines of said above described permanent easement;

containing 3.199 acres of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.



Kevin L. Baxter ~ Ohio Surveyor #7697

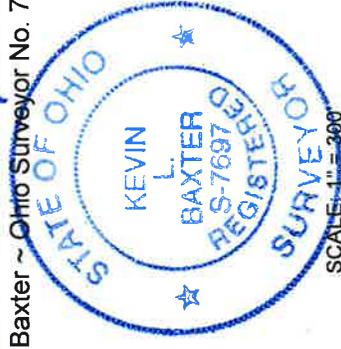
01/13/2020



**EXHIBIT OF A UTILITY EASEMENT  
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO  
(SECTION 23 & 24, T. 11 N., R. 21 W., CONGRESS LANDS)**

JANUARY 13, 2020

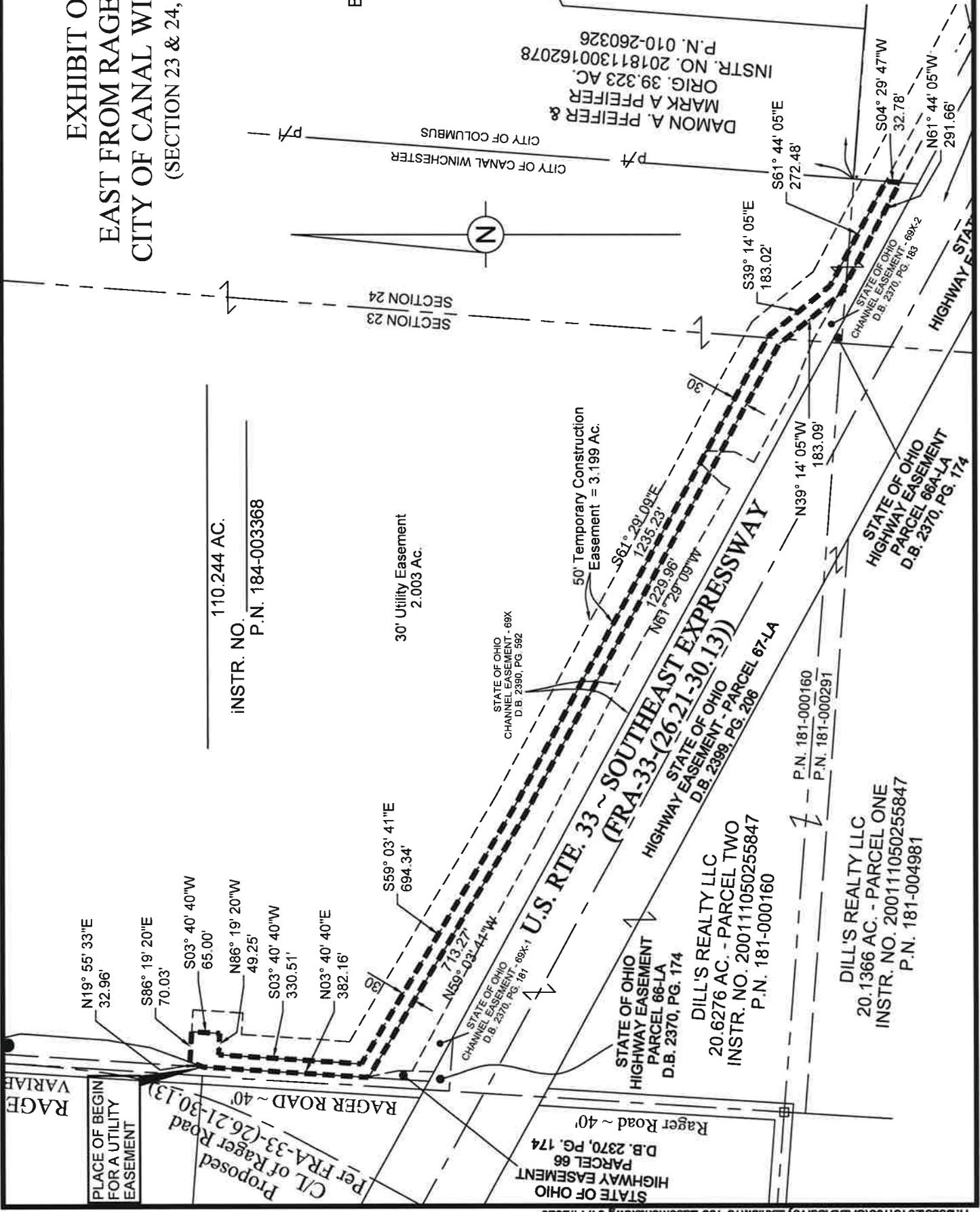
*Kevin L. Baxter*  
By \_\_\_\_\_  
Kevin L. Baxter ~ Ohio Surveyor No. 7697



**BASIS OF BEARINGS:** The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



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



January 13, 2020

**DESCRIPTION OF A SANITARY SEWER EASEMENT  
ALONG AND EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for sanitary sewer purposes, through a portion of a 110.244 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No. \_\_\_\_\_, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point at the true place of beginning of the easement herein intended to described;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 22.00 feet to a point;

thence S 85° 15' 15" E crossing a portion of said 110.244 acre tract a distance of 865.65 feet to a point;

thence S 04° 44' 45" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 85° 15' 15" W crossing a portion of said 110.244 acre tract a distance of 845.48 feet to a point;

thence S 04° 15' 50" W crossing a portion of said 110.244 acre tract a distance of 194.27 feet to a point;

thence N 86° 19' 20" W crossing a portion of said 110.244 acre tract a distance of 20.00 feet to a point;

thence N 04° 15' 50" E crossing a portion of said 110.244 acre tract a distance of 214.65 feet to the true place of beginning;

containing 21,201 square feet (= 0.487 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet southerly of the entire south line of said above described permanent easement and along, adjacent to and fifty (50) feet easterly of the entire east line (the leg closest to Rager Road) of said above described permanent easement; containing 1.150 acres of land, more or less.

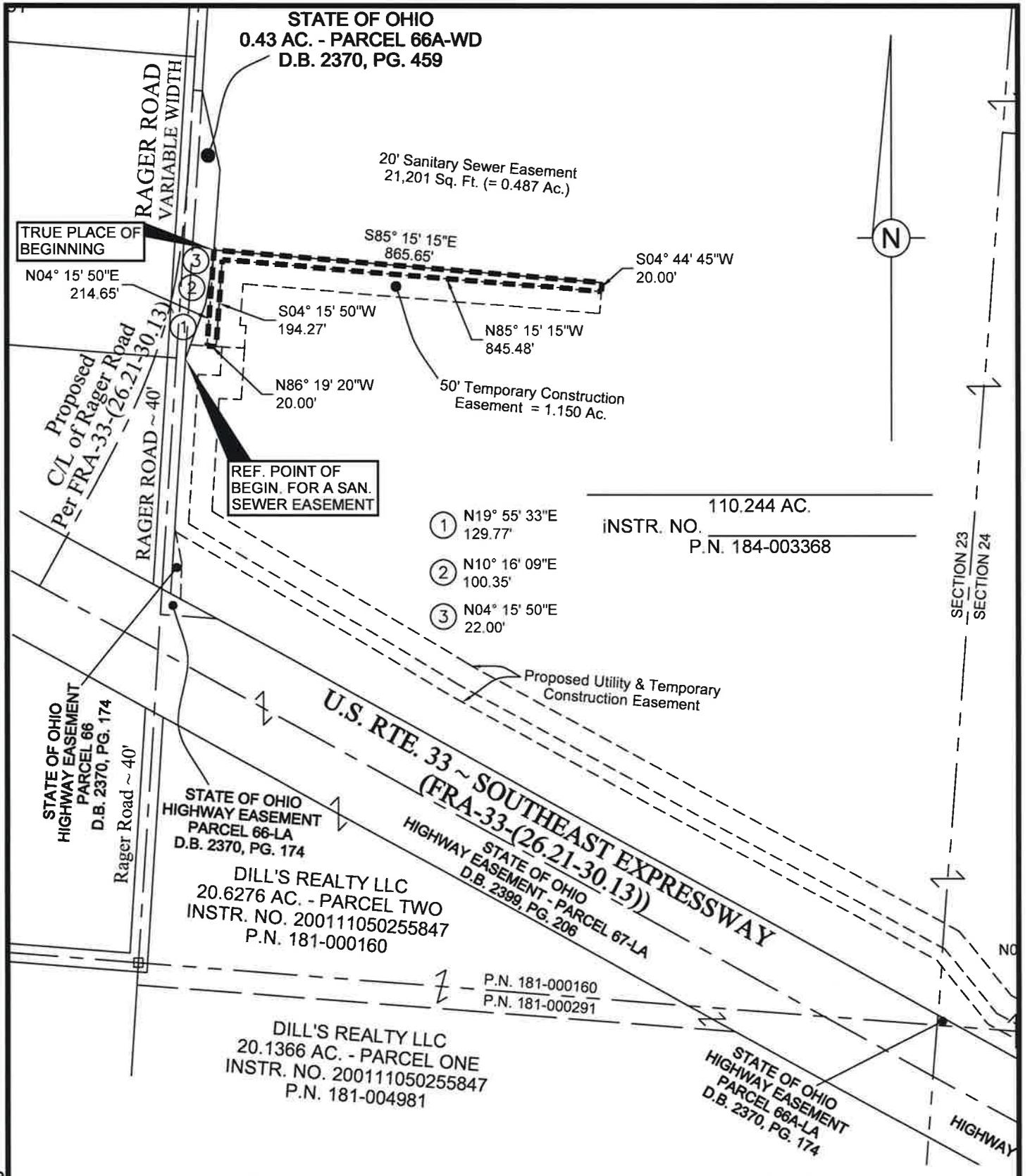
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.

*Kevin L. Baxter*

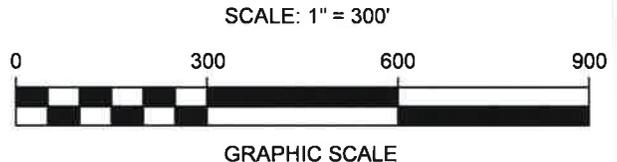
01/13/2020

Kevin L. Baxter ~ Ohio Surveyor #7697





BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



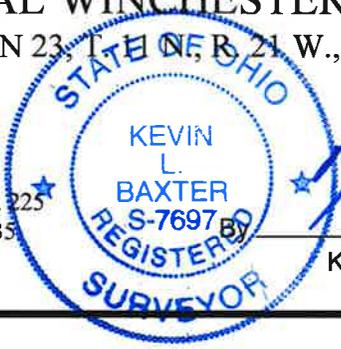
**EXHIBIT OF A SANITARY SEWER EASEMENT  
 EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33  
 CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO  
 (SECTION 23, T. 11 N., R. 21 W., CONGRESS LANDS)**

SCALE: 1" = 300'

JANUARY 13, 2020



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



*Kevin L. Baxter*  
 Kevin L. Baxter ~ Ohio Surveyor No. 7697

H:\Jobs\2018\105\CADD\Survey\Exhibit\18-105 Easements.dwg 01/14/2020

January 13, 2020

**DESCRIPTION OF A WATERLINE EASEMENT  
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33,  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of canal Winchester, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being an easement twenty (20) feet in width, for waterline purposes, through a portion of a 110.244 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No. \_\_\_\_\_, said easement bounded and described as follows:

Beginning, for reference, at a point at the southeast corner of a 0.43 acre tract of land conveyed, as Parcel 66A-WD for Rager Road roadway purposes, to the State of Ohio, by deed of record in Deed Book 3270, Page 459, in the east right-of-way line of Rager Road (variable width) and at a corner of said 110.244 acre tract;

thence N 19° 55' 33" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 129.77 feet to a point;

thence N 10° 16' 09" E along a west line of said 110.244 acre tract and along an east line of said 0.43 acre tract a distance of 100.35 feet to a point;

thence N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 51.87 feet to a point at the true place of beginning of the easement herein intended to described;

thence continuing N 04° 15' 50" E along a portion of a west line of said 110.244 acre tract and along a portion of an east line of said 0.43 acre tract a distance of 20.00 feet to a point;

thence crossing a portion of said 110.244 acre tract the following fifteen (15) courses:

1. S 85° 18' 08" E a distance of 108.65 feet to a point;
2. N 04° 41' 52" E a distance of 9.51 feet to a point;
3. S 85° 15' 15" E a distance of 12.00 feet to a point;
4. S 04° 41' 52" W a distance of 9.50 feet to a point;
5. S 85° 18' 08" E a distance of 339.00 feet to a point;
6. N 04° 41' 52" E a distance of 9.22 feet to a point;
7. S 85° 15' 15" E a distance of 12.00 feet to a point;
8. S 04° 41' 52" W a distance of 9.21 feet to a point;
9. S 85° 18' 08" E a distance of 407.00 feet to a point;
10. N 04° 41' 52" E a distance of 3.00 feet to a point;
11. S 85° 15' 15" E a distance of 10.00 feet to a point;
12. S 04° 41' 52" W a distance of 3.00 feet to a point;
13. S 85° 18' 08" E a distance of 4.00 feet to a point;
14. S 04° 27' 43" W a distance of 20.00 feet to a point;
15. N 85° 18' 08" W a distance of 892.58 feet to the true place of beginning;

containing 18,107 square feet (= 0.416 acre) of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and thirty (30) feet southerly of the entire south line of said above described permanent easement;

containing 26,991 square feet (= 0.620 acre) of land, more or less.

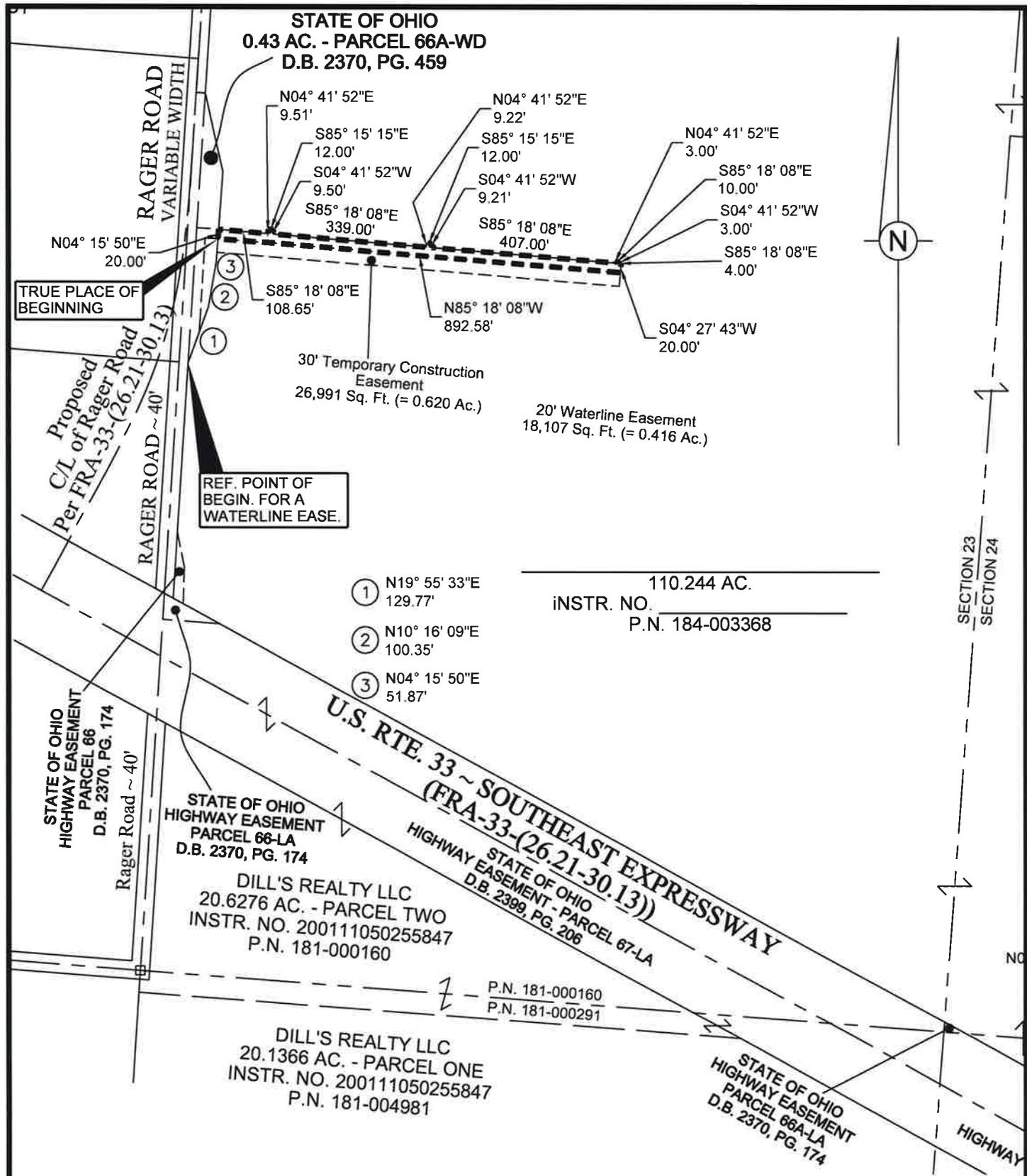
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone – NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.

*Kevin L. Baxter*

Kevin L. Baxter ~ Ohio Surveyor #7697



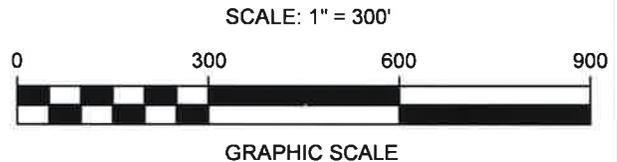
18-105/CW Water Easement



- ① N19° 55' 33"E  
129.77'
- ② N10° 16' 09"E  
100.35'
- ③ N04° 15' 50"E  
51.87'

110.244 AC.  
INSTR. NO. \_\_\_\_\_  
P.N. 184-003368

BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 ~ Southeast Express (FRA-33-(26.21-30.13)), being N 61° 15' 01" W between Franklin County Engineer's Monuments 10-693 & 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



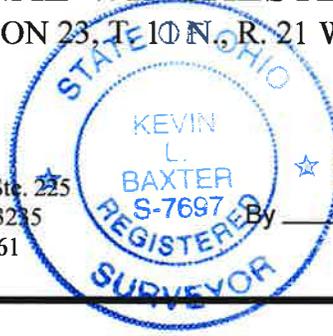
**EXHIBIT OF A WATERLINE EASEMENT  
EAST FROM RAGER ROAD, NORTH OF U.S. RTE. 33  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO  
(SECTION 23, T. 10 N., R. 21 W., CONGRESS LANDS)**

SCALE: 1" = 300'

JANUARY 13, 2020



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



*Kevin L. Baxter*  
By \_\_\_\_\_  
Kevin L. Baxter ~ Ohio Surveyor No. 7697

H:\Jobs\2018\105\CADD\Survey\Exhibit\18-105 Easements.dwg 01/14/2020

## **EXHIBIT D**

### **DEED OF EASEMENT**

NORTHPOINT DEVELOPMENT, LLC, a Missouri limited liability company (hereinafter “Grantor”), who owns the property described in Exhibit A attached hereto (“Grantor’s Property”) pursuant to the deed recorded at Instrument Number \_\_\_\_\_ in the Franklin County, Ohio, Recorder’s Office, in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter “Grantee”), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to Grantee, its successors and assigns forever, permanent easements on, over, through, under, and across Grantor’s Property: (i) to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, together with all appurtenances incidental thereto, including but not limited to hydrants in the locations set forth on Exhibit B (the “Water Line Easement”), (ii) to construct, install, operate, repair, replace, relocate, inspect and maintain sanitary sewer lines, and tributary connections and appurtenant work in any part in the location set forth on Exhibit C (the “Sewer Line Easement”); and (iii) to construct, install, operate, repair, replace, relocate, inspect and maintain utility lines, which utilities may include natural gas, electric, water, storm sewer, sanitary sewer, internet, cable television, fiber optics, and telephone services in the location set forth on Exhibit D (the “Utility Easement Area”). The Water Line Easement Area, Sewer Line Easement Area and Utility Easement Area are at times collectively referred to as the “Easement Areas”. Grantor also grants and conveys to Grantee temporary construction easements as shown on Exhibits B, C, and D respectively. In addition, Grantor grants and conveys to grantee the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the Grantor’s Property to the Easement Areas.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the Easements.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have

the right to use the Easement Areas for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation, operation, repair, replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the Easement Areas, to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such Easement Areas and rights-of-way; provided, however, that Grantee shall have no obligation to restore paving, lighting, landscaping, drainage, or other improvements installed in the Easement Areas by Grantor subsequent to this grant of easement.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

NORTHPOINT DEVELOPMENT, LLC

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

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, SS:

Before me, a Notary Public, personally appeared \_\_\_\_\_, an authorized representative of NorthPoint Development, LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_

Notary Public

*This instrument prepared by: James S. Gray, Esq., Frost Brown Todd LLC, 10 W. Broad Street, Ste. 2300, Columbus, Ohio 43215*

**ORDINANCE NO. 20-008**

**AN ORDINANCE TO REPEAL CHAPTER 1130 OF THE CODIFIED ORDINANCES OF THE CITY OF CANAL WINCHESTER**

WHEREAS, with the approval of Ordinance 18-047, which adopted Residential Appearance Standards set forth in Chapter 1198 of the Codified Ordinances, the City’s Codifier has requested that Chapter 1130 of the Codified Ordinances, which set forth the previous version of the Planning and Zoning Residential Standards, be formally repealed; and,

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to repeal Chapter 1130 of the Codified Ordinances.

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

Section 1. That Chapter 1130 is hereby repealed.

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

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

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

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

ORDINANCE NO. 18-047

AN ORDINANCE ADOPTING SECTION 1198 OF THE CODIFIED ORDINANCES REGARDING RESIDENTIAL APPEARANCE STANDARDS

WHEREAS, City Council had formed a committee to review standards for residential development in the City of Canal Winchester to further assist developers and city officials in the preparation and review process of said developments; and

WHEREAS, the Residential Appearance Standards prepared by the committee have been presented to the Planning and Zoning Commission who held a public hearing and subsequently recommended their adoption by City Council; and

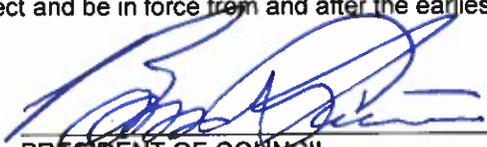
WHEREAS, Ordinance 82-06 adopting Section 1130 Planning and Zoning Residential Standards shall be repealed;

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

SECTION 1. Section 1198 Residential Appearance Standards attached hereto as Exhibit "A" are hereby adopted.

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

DATE PASSED: 1/7/19

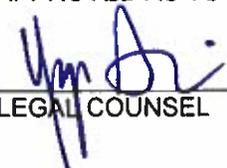
  
PRESIDENT OF COUNCIL

ATTEST: Amanda M Jackson

  
MAYOR

1-8-19  
DATE APPROVED

APPROVED AS TO FORM:

  
LEGAL COUNSEL

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

Amanda M Jackson  
Clerk of Council/Finance Director

**ORDINANCE NO. 20-009**

**AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR OUTLOT 3 IDENTIFIED IN THE MEIJER OUTPARCEL DEVELOPMENT PATTERN BOOK**

WHEREAS, the final development plan for Outlot 3 of the Meijer Development has been approved with conditions by the Planning and Zoning Commission; and

WHEREAS, Council approved the Meijer Store and Outparcel Development Pattern Book with Ordinance 74-06; and

WHEREAS, per Ordinance No. 52-01, all final development plans of the Pifer property are also to be approved by the Council of the City of Canal Winchester.

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

SECTION 1. That the City Council hereby approves the Final Development Plan for Outlot 3 of the Meijer Development which is attached hereto as Exhibit A, subject to and conditioned upon, with the following conditions:

1. The electric transformer be screened on three sides by the arborvitae shown on the plan.
2. The FDC be relocated per Violet Township Fire Dept. recommendation.

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

February 11, 2020

Tim Dwyer  
Leesman Engineering and Assoc.  
4820 Glenway Ave  
Cincinnati, OH 45238

Re: Application #FDP-20-001

To Whom it May Concern:

The Planning and Zoning Commission heard your above referenced application at their February 10, 2020 meeting. Following discussion, the Commission passed a motion to approve Final Development Plan application #FDP-20-001 with the following conditions and recommend to City Council for approval:

1. The electric transformer be screened on three sides by the arborvitae shown on the plan.
2. The FDC be relocated per Violet Township Fire Dept. recommendation.

A copy of the approved plans has been included with this letter.

This application is scheduled for the first reading on the February 18, 2020 Council Agenda.

If you have any questions regarding the above, please give me a call at (614) 837-6742 or e-mail me at [amoore@canalwinchesterohio.gov](mailto:amoore@canalwinchesterohio.gov).

Sincerely,

Andrew Moore  
Planning and Zoning Administrator

**Final Development Plan #FDP-20-001  
Shooters Sports Grill**

Owner: Meijer Stores Limited Partnership  
Applicant: Shooters Franchise OH 5, LLC  
Location: Outlot 3 of Meijer Outparcels (PID 042-389000)  
Existing Zoning: PID (Planned Industrial District)  
Proposed Use: New 6,620 sq. ft. Shooters Sports Grill Restaurant

Location and Surrounding Land Uses

The subject property is zoned PID (Planned Industrial District) and consists 1.99 acres (Outlot 3) in front of the Meijer store located at 8300 Diley Road. Outparcels to the north and south are part of the Meijer Planned District zoned PID. Property to the east is the Meijer Store, zoned PID. Property to the west is the Diley Medical Center zoned PCD (Planned Commercial District).

Setbacks

Building Setback

- Diley Road: 50' Build-to line
- Side Yard: 25'
- Rear Yard 25'

Parking Setback

- Diley Road: 50'
- North Setback: 20'
- South Setback: 10'
- East Setback: 20'

Analysis

The subject property is zoned PID (Planned Industrial District) and is subject to the Meijer Outparcel Development Pattern Book that was approved by City Council with ORD-74-06 on September 5, 2006. The outparcel development pattern book set a standard for building orientation and design, site layout, landscaping standards and signage regulations. The development was designed with the intent of all buildings to face outwardly and not internally to the development with a cohesive architectural design and enhanced landscape requirements.

The building being proposed for outlot 3 is a standalone restaurant consisting of approximately 6,620 sq. ft. The restaurant is positioned to face both Diley Road and to the North with dual entryways. The facility also features an 890 sq. ft. patio on the front of the building facing Diley Road.

### Access and parking

The subject site is accessed from Road 'B' of the Meijer development with a single curb cut internal to the development. The site plan shows a total of 84 parking spaces to be provided on the north and east ends of the proposed building. The Meijer development text prohibits any pavement between the building and Diley Road.

The Meijer outparcel development pattern book indicates that building entries shall be convenient for parking but also acknowledge the importance of the public realm. The subject site has an entry facing both Diley Road and the parking areas to the north, meeting this requirement.

Additionally, the development standards require the site design to accommodate vehicular and pedestrian circulation that minimizes conflict and each structure must create a pedestrian connection to the circulation systems of the surrounding development. The applicant is showing a 5 foot concrete walk connecting the building to the existing asphalt multi-use path along Diley Road and a 5 foot concrete sidewalk around the east and north of the site.

### Utilities

- Sanitary sewer service to the site is provided to the east with an 8" main that serves the development.
- Water service is provided by extending the 8" public water main from the north to the south, completing the loop for the outparcels 3-5.
- Storm Water is provided from an existing 30" pipe to the south of the site that will connect the storm water for outparcels 3-5 to the detention basin to the south. The applicant is showing connecting their internal stormwater with a series of pipes to the development main storm line.
- The fire department FDC location is shown on the south side of the building in the dumpster pad area. Violet Township Fire Dept. recommends that it be relocated as a remote FDC located to the south of the electric transformer so it is parallel with the private hydrant in the parking island.

The outparcel development pattern book discusses that all service areas, storage areas and refuse enclosures shall be screened from public view (all roads), and screened from adjacent sites and be constructed with decorative construction materials on all four sides. All utilities are to be screened by landscape or buildings to the extent allowable.

- The dumpster enclosure is proposed to be a 8 foot three sided brick enclosure with metal gate screened to the south by arborvitae.
- The electric transformer is on the west side of the building adjacent to the cooler. Staff recommends that the transformer be relocated to be behind the 3 arborvitae located to the south of the transformer.

### Landscaping and Lighting

The Meijer outparcel development pattern book discusses that the landscaping shall blend with the area and shall be provided at the base of buildings to anchor them to the surrounding environment. Trees shall be used through paved areas to reduce heat build-up and glare and dense landscaping and architectural treatments shall be used to screen storage areas, trash enclosures, utility cabinets, and other similar elements.

The development pattern book requires the interior landscaping area shall be a minimum of 10% of the total area of the parking lot pavement and shall be used to visually break up the pavement, provide runoff filtration and provide landscaping walking paths between parking lots and the building. All

parking areas are to be screened from all roads with evergreen or deciduous hedge with a minimum 18” installation and maintained at a 4 foot height. The hedges can be staggered or broken up by masonry columns or trees to prevent monotony.

Parking lots shall incorporate 1 tree island per 6 parking spaces with a minimum of 1 shade tree per island. Islands must be a minimum of 8 feet curb-face to curb-face and no less than 100 square feet. Each tree within the island must be able to mature to a canopy of 20 feet minimum. The applicant is showing 16 trees around the parking lot meeting this requirement.

The building is required to provide a minimum planting width of 3 feet adjacent to the building with multi-stemmed ornamental trees, shrubs, perennial flowers and ground cover, consisting of no less than 40% of the building perimeter. The building perimeter landscaping meets this requirement.

The proposed lighting plan features nine (9) parking lot lights that are proposed to be a max 16 foot tall with a decorative bell shaped fixture. The proposed lighting meets the specs of the outparcel development book.

#### Architecture

The Meijer outparcel development pattern book requires that similar colors, materials and textures of the buildings need to match that of the Meijer store. Details and features on the Meijer building should be incorporated to the smaller scale of the outparcel developments. All sides of the buildings shall express a consistent architectural detail and character.

The outparcel development pattern book states that buildings shall be designed to reduce their visual impact and provide a human scale by installing elements such as planters and site walls, architectural wainscot treatments, pronounced eaves and cornices, subtle changes in color and texture and breaking down buildings into distinct masses while providing covered pedestrian frontages and recessed entries. The development pattern book prohibits gradation in paint color, extended bands of vibrant or contrasting colors/logos, long uninterrupted expanses of glass and floor to ceiling glass storefront treatments.

Buildings with flat roofs are required to have the integration of strong cornice lines. All flat roofs shall be required to have a parapet and or means of screening all rooftop mechanical equipment. The proposed building has a flat roof and the applicant indicates that it will meet the screening requirements with a metal HVAC screening.

All buildings are required to be traditional and natural in appearance such as brick, precast stone, wood and glass. No less than 60% of each façade shall be brick or stone. The proposed building is comprised of brick, stone and Eifs and meets the 60% brick requirement.

The street frontage of the building walls shall be no less than 40% window glass. The applicant is proposing 46.3% window glass on the Diley Road elevation.

#### Signage

The Meijer Outparcel Development Text has the following signage regulations:

1. When multiple corporations share one site, signs shall be integrated as one (1) unit to create shared identity for the property to the extent permitted by the ordinance or be located and or designed as a package.

2. Wall signs shall be composed of individual letters.
  - a. Back lit or indirectly lit individual letters are generally desirable.
  - b. Internally illuminated signs are prohibited.
  - c. Visible raceways and transformers for individual letters are not permitted.
  - d. Wall sign character height is max 24 inches.
  - e. Wall signs shall not exceed 1 square foot per linear foot of building frontage of the individual business. No individual sign shall exceed 200 sq. ft.
3. One wall sign per individual tenant frontage. Corner lots shall be allowed two (2) wall signs, one facing each roadway.
4. No roof signs. No signs with animation. No banners as permanent signs.
5. Each tenant may have a projecting sign not to exceed 4 sq. ft.
6. No monument signs permitted for the outlots.

The applicants signage drawings show metal individual letters that are back-lit on an oval background meeting the requirements for the wall signage.

#### Staff Recommendation

Staff recommends that Final Development Plan application FDP-20-001 be approved with the following conditions:

1. The electric transformer be screened on three sides by the arborvitae shown on the plan.
2. The FDC be relocated per Violet Township Fire Dept. recommendation.



## City of Canal Winchester

36 South High Street  
Canal Winchester, Ohio 43110  
Development Department  
Phone (614) 837-7501 Fax (614) 837-0145

### DEVELOPMENT PLAN APPLICATION

\_\_\_\_\_ Preliminary      X Final

rev. 09/24/2013

#### PROPERTY OWNER

Name Shooters Franchise OH 5, LLC

Address \_\_\_\_\_

Daytime Phone 614-419-5021 Email hedge43@gmail.com

#### APPLICANT

Name Leesman Engineering and Associates - Tim Dwyer

Address 4820 Glenway Avenue

Daytime Phone 513-702-0571 Email email@leesmanengineering.com

Address/Location of Subject Property Meijer Store #246 - Outlot 3

Tax Parcel ID (not yet created) Current Zoning Planned Industrial Acreage 1.99

Attach a current survey (within 2 years) of the subject property and all supporting materials as required by Chapter 1141 and Chapter 1173 as applicable (see attachment). Additional information may be required by the Planning and Zoning Administrator or the Planning and Zoning Commission.

**I certify that the information provided with this application is correct and accurate to the best of my ability.**

Property Owner's or Authorize Agent's Signature

1-8-2020

Date

DO NOT WRITE BELOW THIS LINE

Date Received: \_\_\_/\_\_\_/\_\_\_

Fee: \$ \_\_\_\_\_  
Paid

Historic District: \_\_\_ Yes \_\_\_ No

Preservation District: \_\_\_ Yes \_\_\_ No

Date of Action: \_\_\_/\_\_\_/\_\_\_

Application \_\_\_ No

Expiration Date: \_\_\_/\_\_\_/\_\_\_

Approved: \_\_\_ Yes

\_\_\_ Yes, with conditions

Tracking Number: PDP - \_\_\_\_\_



# LEESMAN ENGINEERING & ASSOCIATES

2720 Topichills Dr. ♦ Cincinnati, OH 45248 ♦ Phone 513-417-0420 ♦

Email: [email@leesmanengineering.com](mailto:email@leesmanengineering.com)

## OUTLOT 3

### 1.989 ACRES

#### VILLAGE OF CANAL WINCHESTER, FAIRFIELD COUNTY, OHIO

SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, TOWNSHIP OF VIOLET AND CITY OF CANAL WINCHESTER, BEING IN SECTION 28, TOWNSHIP 15, RANGE 20, CONGRESS LANDS, BEING PART OF THE 56.115 ACRE TRACT OF LAND CONVEYED TO MEIJER STORES LIMITED PARTNERSHIP OF RECORD IN OFFICIAL RECORD 1459, PAGE 766, RECORDER'S OFFICE, FAIRFIELD COUNTY OHIO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A MONUMENT BOX FOUND WITH A 3/4-INCH SOLID IRON PIPE, 36 INCHES LONG WITH AN ALUMINUM CAP INSCRIBED TRUCCO CONSTRUCTION ODOT C/L P.S. 7961, IN THE CENTERLINE OF DILEY ROAD AT THE NORTHWESTERLY CORNER OF SAID SECTION 28, THE SAME BEING THE NORTHEASTERLY CORNER OF SECTION 29, THE SOUTHEASTERLY CORNER OF SECTION 20; THENCE S 04°42'50" W, WITH THE CENTERLINE OF SAID DILEY ROAD, THE WESTERLY LINE OF SAID SECTION 28, A DISTANCE OF 284.41 FEET TO A POINT;

THENCE WITH THE COMMON PROPERTY LINE OF A 0.066 ACRE TRACT CONVEYED AS PARCEL 46-WDV TO BOARD OF FAIRFIELD COUNTY COMMISSIONERS BY DEED OF RECORD IN OFFICIAL RECORD 1180, PAGE 977, AND A 0.879 ACRE TRACT CONVEYED AS PARCEL 40-WDV TO BOARD OF FAIRFIELD COUNTY COMMISSIONERS BY DEED OF RECORD IN OFFICIAL RECORD 1324, PAGE 81, S 87°21'47"E 65.56 FEET TO A SET IRON PIN AND CAP #8352 AND THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING SEVEN (7) COURSES;

- 1) S87°21'47"E A DISTANCE OF 16.63 FEET TO A SET IRON PIN AND CAP #8352;
- 2) N22°15'01"E A DISTANCE OF 34.64 FEET TO A SET IRON PIN AND CAP #8352;
- 3) S85°14'15"E A DISTANCE OF 303.70 FEET TO A SET IRON PIN AND CAP #8352;
- 4) S16°32'12"E A DISTANCE OF 33.09 FEET TO A SET IRON PIN AND CAP #8352;
- 5) S04°45'45"W A DISTANCE OF 226.08 FEET TO A SET IRON PIN AND CAP #8352;
- 6) N85°14'35"W A DISTANCE OF 338.18 FEET TO A SET IRON PIN AND CAP #8352;
- 7) N03°35'30"E A DISTANCE OF 223.33 FEET TO A SET IRON PIN AND CAP #8352 TO THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINING 1.989 ACRES, MORE OR LESS SUBJECT HOWEVER TO ALL COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINING IN ANY INSTRUMENT OF RECORD PERTAINING TO THE ABOVE DESCRIBED TRACT OF LAND. THIS DESCRIPTION WAS PREPARED FROM A FIELD SURVEY PERFORMED BY STEVEN J. LEESMAN OHIO LICENSE #8352 ON AUGUST 16, 2019 WITH BEARINGS BASED UPON LEGAL DESCRIPTION OF OFFICIAL RECORD 1459, PAGE 766, RECORDER'S OFFICE, FAIRFIELD COUNTY OHIO. ALL PINS SET ARE 5/8" X 36" WITH CAP S.J. LEESMAN WITH CAP #8352.

---

STEVEN J. LEESMAN

DATE

OH#8352

# SHOOTERS SPORTS GRILL

XXXX DILEY ROAD  
CANAL WINCHESTER, OHIO 43110

## LOT DATA

OUTLOT - MELJER CANAL WINCHESTER, OHIO  
PARCEL ID: \_\_\_\_\_  
ZONING - PLANNED INDUSTRIAL

## SITE DATA

USES  
PROPOSED USE: RESTAURANT  
HOURS OF OPERATION: 11am - 1am (SUNDAY TO THURSDAY)  
11am - 2:30am (FRIDAY & SATURDAY)

PROPOSED BUILDING:  
FLOOR AREA: 7,510 SF (INCLUDING PATIO)

F.A.R. CALCULATION  
F.A.R. = 7,510 SQ. FT. / 86,637 SQ. FT. = 8.7%

SETBACK REQUIREMENTS- MELJER SETBACKS  
BUILDING  
FRONT: 50' (WEST) \*BUILD-TO LINE  
SIDE: 40' (NORTH)  
SIDE: 25' (SOUTH)  
REAR: 25' (EAST)

## PARKING ANALYSIS

USE: RESTAURANT  
PARKING REQUIRED:  
REQ(MIN): 1 PER EACH (100) SQUARE FEET OF FLOOR AREA (INCLUDING PATIO)  
MINIMUM = 7,510/100 = 76 SPACES  
REQ(MAX): (125% x FLOOR AREA)/100  
MAXIMUM = 9,387/100 = 94 SPACES

## PARKING PROVIDED:

TOTAL PARKING: 86 SPACES  
REQUIRED ADA ACCESSIBLE: 4 SPACES (1 VAN & 3 CAR)  
PROVIDED ADA ACCESSIBLE: 4 SPACES

## FLOOD DATA

MAP NUMBER: NO FEMA FLOOD ZONE STUDY  
COMMUNITY NUMBER: 390169  
PANEL -  
ZONE X  
MAP REVISED: NO FLOOD MAP AVAILABLE

## ISR CALCULATIONS:

PROPOSED LOT - 1.99 ACRES (86,637 SQ. FT.)  
PROPOSED IMPERVIOUS AREA= 48,128 SQ. FT.  
ISR= 55.6% IMPERVIOUS

DISTURBED AREA:  
1.70 ACRES (ON-SITE)

## VICINITY MAP: N.T.S.



## OWNER/DEVELOPER:

SHOOTERS FRANCHISE OH 5, LLC  
(614) 419-5021  
hedge43@gmail.com

## PREPARER/ENGINEER:

LEESMAN ENGINEERING & ASSOC.  
ENGINEER: STEVEN J. LEESMAN, PE E-60565  
PREPARER: MICHAEL CHANDLER  
4820 GLENWAY AVE  
CINCINNATI, OHIO 45238  
PH: 513-304-7196

## UTILITY NOTES AND OWNERS

The utility information shown hereon was taken from actual field evidence, utility agency records, or any other available evidence. Other utilities may exist and may not be shown, or may vary from where shown. No guarantee is expressed or implied in regard to the utility locations shown hereon. The Owner(s) and Contractor(s) should assume responsibility to verify utility existence, size, location, depth, and availability of service, and be solely responsible for contacting the utility location service prior to commencing construction.

WATER & SANITARY SEWER  
CITY OF CANAL WINCHESTER  
WATER TREATMENT FACILITY  
223 N HIGH STREET  
CANAL WINCHESTER, OHIO 43110

STORM  
CITY OF CANAL WINCHESTER  
PUBLIC SERVICES  
400 ASHBROOK RD  
CANAL WINCHESTER, OHIO 43110  
614-834-5111

GAS  
NORTHEAST OHIO NATURAL GAS  
5640 LANCASTER-NEWARK RD NE  
PLEASANTVILLE, OH 43148  
800-237-2099

ELECTRIC  
SOUTH CENTRAL POWER CO  
110 DANVILLE PIKE  
HILLSBORO, OH 45133  
800-282-5064

CABLE  
ATT & SPECTRUM

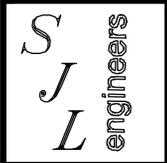
## DRAWING INDEX

SHT #	DESCRIPTION	DATE
T 1	TITLE SHEET / DESIGN CRITERIA / VICINITY MAP	25 NOV. 2019
ALTA	EXISTING CONDITIONS / ALTA SURVEY	18 OCT. 2019
C 1	DEMOLITION AND EPSC PHASE 1	25 NOV. 2019
C 2	EPSC PHASE 2	25 NOV. 2019
C 3	SITE PLAN	25 NOV. 2019
C 4	GRADING PLAN	25 NOV. 2019
C 4.1	STORM SEWER PLAN	25 NOV. 2019
C 5	UTILITY PLAN	25 NOV. 2019
	SITE LIGHTING PLAN	5 DEC. 2019
C 6	DETAIL PAGE	25 NOV. 2019
C 7	DETAIL PAGE	25 NOV. 2019
634859	CONTECH CS-5 WATER QUALITY UNIT DETAIL	5 DEC. 2019
L 1	LANDSCAPE PLAN	5 DEC. 2019
L 2	LANDSCAPE PLAN	5 DEC. 2019

NO.	DESCRIPTION	BY	DATE
1	REVISIONS AND/OR ISSUES		



SHOOTERS SPORTS GRILL  
XXXX DILEY ROAD  
CANAL WINCHESTER, OHIO 43110  
LEESMAN ENGINEERING & ASSOC.  
ENGINEERING, SURVEYING, PLANNING  
2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513/417-0420



DRAWING TITLE

TITLE SHEET

PROJ. NO. DATE  
SSG-CW 11/25/19  
DRAWN CHECKED  
MDC SJL

DRAWING NO.

T1

The undersigned hereby certifies, as of SEPTEMBER 9, 2019 to

and its successors, nominees and assigns as follows:

- a) I have surveyed, on the ground in accordance with the minimum Standard Detail Requirements for ALTA/ASCM Land Title Surveys as jointly established and adopted by the American Land Title Association and American Congress on Surveying & Mapping and National Society of Professional Surveyors, 2016 and this meets the requirements for an urban survey as defined therein, the property legally described hereof and that said legal description is correct, complete and accurate.
- b) The boundaries of the property as depicted in the plat were established by actual field measurements and the pins, monuments or other markers were set or found as shown.
- c) The size, dimensions and locations of all of the boundaries of the property, buildings, structures, fences and party walls and other improvements, recorded and visible unrecorded easements, streets, signs, drainage ditches, roads, railroads, streams, means of public access, rights of way, utility lines and connections, and set-back lines which affect the property are correctly and accurately shown hereon.
- d) All encroachments, overlaps or overhangs on easements, adjoining property, streets or alleys by any of said buildings, structures or other improvements, are as shown on the drawing. There are no encroachments, no overlaps or overhangs on said property by buildings, structures or other improvements situated on adjoining property and r/w except as shown.
- e) This plat correctly shows (i) the courses and measured distances of the exterior property lines of the property and any easements located on or affecting the property; (ii) the scale, north direction, the beginning point and point of reference from which the property is measured, the width of the streets on which the said property abuts, the lot and block number shown on any map or plat to which reference is made in the legal description of the property, together with the recording references for said map or plat; (iii) the address of the property; (iv) the location and number of parking spaces and the total area of the property in acres and square feet and any easements located on or affecting the property; (v) the dimensions of all buildings on the property at ground surface level and the distance therefrom to the nearest facing exterior property lines; and (vi) names of adjoining owners.
- f) The property lines shown as surveyed and described on the plat is contiguous along its entire boundaries and is not enclosed within the perimeters thereof.
- g) The dimensions shown hereon are expressed in feet and decimal part thereof.
- h) All bearings are related to an assumed meridian and are intended to indicate angles only.
- i) All parcels are contiguous with each other and there are no gaps or gores between or among parcels.
- j) A physical examination of the property reveals no apparent use of the property for pathways, driveways or roadways for which there are not recorded easements nor for solid waste dump, sump, sanitary land fill, drilling, excavating, building, street or sidewalk construction or repairs, or any changes in street right-of-way lines, either completed or proposed, nor does it serve adjoining property for drainage, ingress, egress or any other purpose.
- k) The property has direct frontage to a dedicated, complete and accepted public street maintained by governmental authority know as DILEY ROAD with NO DIRECT ACCESS. Access is being provided via common access drive and easement on and along the NORTHERN property line of subject property. Shared-Access Drive is UNNAMED.
- l) The property does NOT lie within a flood plain. NO FEMA FLOOD MAP AVAILABLE.
- m) A physical examination of the property does not reveal evidence of cemeteries.
- n) There are no parking restrictions on said property.
- o) No portion of the property lies within a federally designated wetlands protection area as determined by the maps of the Army Corps of Engineers, nor within any designated flood hazard area as determined by the U.S. Department of Housing and Urban Development, the Federal Emergency Management Agency or other federal, state or local government entity.
- p) There was NO evidence of building construction during survey.

**PROPERTY INFORMATION**

**BASIS OF BEARINGS**

BEARINGS ARE BASED UPON THE BEARING OF NORTH 04°42'50" EAST FOR THE CENTERLINE OF DILEY ROAD AS SHOWN ON THE DEED TO MEIJER STORES LIMITED PARTNERSHIP OF RECORD IN O.R. 1459, PG. 766 OF THE FAIRFIELD COUNTY, OHIO RECORDER'S OFFICE.

**FLOOD DATA**

MAP NUMBER : NO FEMA FLOOD ZONE STUDY  
 COMMUNITY NUMBER: 390169  
 PANEL -  
 ZONE X  
 MAP REVISED: NO FLOOD MAP AVAILABLE

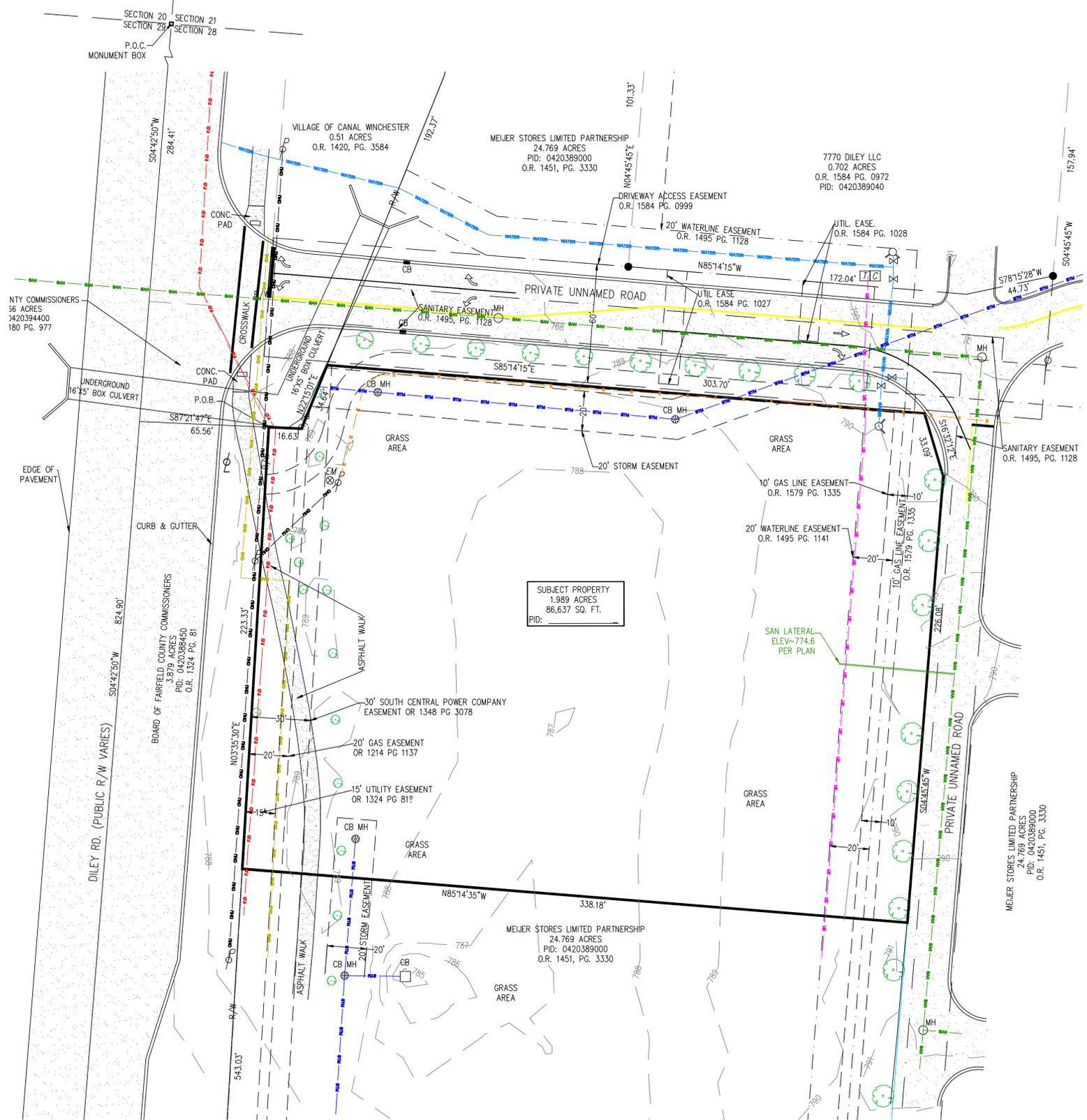
**ENCROACHMENT NOTES**

**DRAWING NOTES**

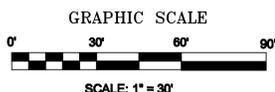
- 1) ALL UTILITIES ARE SHOWN BY VISUAL INSPECTION OF THE SITE OR MARKINGS ON THE GROUND BY OTHERS.
- 2) FROM OBSERVED EVIDENCE AS SHOWN HEREON, GAS, ELECTRIC, STORM, SANITARY SEWER, AND TELEPHONE ARE AVAILABLE FOR THE SUBJECT PROPERTY.
- 3) DATE OF TITLE COMMITMENT: -----

**LEGEND**

- |                |                   |
|----------------|-------------------|
| ● FOUND I.P.   | CB CATCH BASIN    |
| ✕ FOUND C.N.   | MH MAN HOLE       |
| ⊕ LIGHT POLE   | EM ELECTRIC METER |
| ⊙ GAS VALVE    | ⊠ CABLE BOX       |
| ⊙ FIRE HYDRANT | ⊠ TELEPHONE BOX   |
| ⊙ WATER VALVE  |                   |



SUBJECT PROPERTY  
 1.989 ACRES  
 86,637 SQ. FT.  
 PID: \_\_\_\_\_

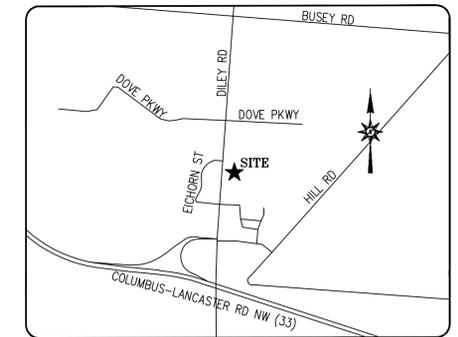


**LEESMAN ENGINEERING & ASSOC.**  
 ENGINEERING, SURVEYING, PLANNING  
 2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513/417-0420

DRAWING DATA	REVISIONS	
	DATE	BY
SCALE: 1"=30'		
DRAWN BY: BRR		
CHECKED BY:		
DWG. No.:		

**LEGAL DESCRIPTION**

SCH. B II ITEMS. COMMITMENT NO. 000



**VICINITY MAP**  
 N.T.S.

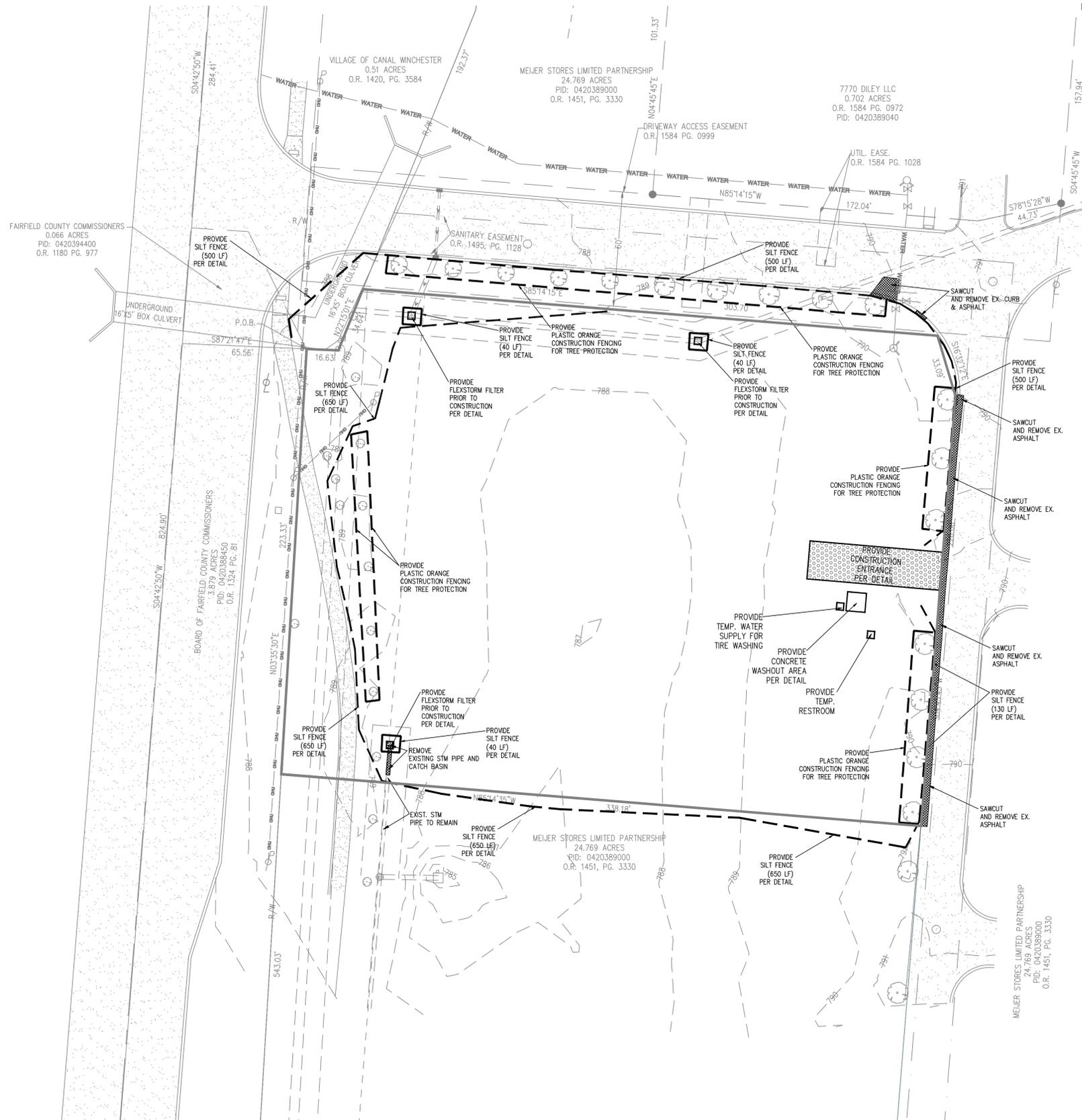
**ALTA/NSPS LAND TITLE SURVEY**

Date of PLAT/MAP: SEPTEMBER 9, 2019



**PRELIMINARY**

Steven J. Leesman, Leesman Engineering & Associates  
 Registered Land Surveyor  
 Reg. No. 8352  
 State of Ohio  
 Date of survey: AUGUST 26, 2019  
 Contact info: email@leesmanengineering.com



**DEMOLITION NOTES**

- 1) ALL EXISTING UTILITIES ARE SHOWN PER PLANS PROVIDED BY OWNER AND UTILITY DEPARTMENTS. CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO START OF CONSTRUCTION.
- 2) MITIGATION MEASURES FOR DUST CONTROL SHALL BE IN PLACE DURING CONSTRUCTION TO PREVENT FUGITIVE PARTICULATE EMISSIONS FROM REACHING EXISTING ROADS AND NEIGHBORING PROPERTIES.

**EROSION PREVENTION AND SEDIMENT CONTROL NOTES**

THE APPROVED EROSION PREVENTION AND SEDIMENT CONTROL (EPSC) PLAN SHALL BE IMPLEMENTED PRIOR TO ANY LAND-DISTURBING ACTIVITY ON THE CONSTRUCTION SITE. ANY MODIFICATIONS TO THE APPROVED EPSC PLAN MUST BE REVIEWED AND APPROVED. EPSC BMP'S (BEST MANAGEMENT PRACTICES) SHALL BE INSTALLED PER THE PLAN AND CLERMONT COUNTY STANDARDS.

DETENTION BASINS, IF APPLICABLE, SHALL BE CONSTRUCTED FIRST AND SHALL PERFORM AS SEDIMENT BASINS DURING CONSTRUCTION UNTIL THE CONTRIBUTING DRAINAGE AREAS ARE SEEDDED AND STABILIZED.

ACTIONS MUST BE TAKEN TO MINIMIZE THE TRACKING OF MUD AND SOIL FROM CONSTRUCTION AREAS ONTO PUBLIC ROADWAYS. SOIL TRACKED ONTO THE ROADWAY SHALL BE REMOVED DAILY.

SOIL STOCKPILES SHALL BE LOCATED AWAY FROM THE STREAMS, PONDS, SWALES, AND CATCH BASINS. STOCKPILES SHALL BE SEEDDED, MULCHED, AND ADEQUATELY CONTAINED THROUGH THE USE OF SILT FENCE.

ALL STREAM CROSSINGS MUST UTILIZE LOW-WATER CROSSING STRUCTURES. SEDIMENT-LADEN GROUNDWATER ENCOUNTERED DURING TRENCHING, BORING OR OTHER ACTIVITIES SHALL BE PUMPED TO A SEDIMENT TRAPPING DEVICE PRIOR TO BEING DISCHARGED INTO A STREAM, POND, SWALE, OR CATCH BASIN. WHERE CONSTRUCTION OR LAND DISTURBING ACTIVITY WILL OR HAS TEMPORARILY CEASED ON ANY PORTION OF A SITE, TEMPORARY SITE STABILIZATION MEASURES SHALL BE REQUIRED AS SOON AS PRACTICAL, BUT NO LATER THAN 14 DAYS AFTER ACTIVITY HAS CEASED.

**SITE DEMOLITION NOTES:**

1. EXISTING TREES ALONG PERIMETER OF SITE TO REMAIN. CONTRACTOR TO LOCATE PROPOSED SIDEWALK AND NOTIFY DESIGN ENGINEER OF CONFLICTS (IF ANY).

**EROSION CONTROL NOTES**

- 1) ALL AREAS THAT ARE UNPROTECTED SHALL BE SEEDDED IN A TIMELY MANNER. NO UNPROTECTED AREA SHALL BE LEFT UNSEEDDED FOR MORE THAN 14 DAYS.
- 2) USE TEMPORARY SEEDING AND/OR VEGETATION TO PROTECT AREAS THAT ARE BARE SOIL
- 3) USE OF SPRINKLERS OVER DRY SOIL TO KEEP DUST TO A MINIMUM.
- 4) NO WORK SHALL COMMENCE UNTIL ALL SEDIMENT AND EROSION PROTECTION MEASURES HAVE BEEN INSTALLED AND INSPECTED.
- 5) ALL SEDIMENT AND EROSION MEASURES ARE TO BE INSPECTED ON A REGULAR BASIS, IF AT ANY TIME THESE MEASURES ARE TO FAIL THE CONTRACTOR IS TO REPAIR IMMEDIATELY.
- 6) UPON COMPLETION OF GRADING A MINIMUM OF 4 INCHES OF TOPSOIL IS TO BE PLACED OVER GRASSED AREAS. FINAL GRASS SEEDING IS TO BE PER LANDSCAPE ARCHITECT PLAN.
- 7) WHEN PROJECT IS COMPLETE AND INSPECTED THE EROSION CONTROL MEASURES ARE TO BE REMOVED AND SEEDDED PER LANDSCAPE PLAN FINAL SEEDING CHART.
- 8) CONTRACTOR TO PROVIDE AN AREA FOR CONCRETE WASH DOWN AND FUELING EQUIPMENT. CONTRACTOR TO COORDINATE EXACT LOCATION WITH NPDES DEPARTMENT DURING PRE CONSTRUCTION MEETING. CONTROL OF OTHER SITE WASTES SUCH AS DISCARDED BUILDING MATERIALS, CHEMICALS, LITTER, AND SANITARY WASTES THAT MAY CAUSE ADVERSE IMPACTS TO WATER QUALITY IS ALSO REQUIRED BY THE GRADING PERMITTEE.
- 9) STEEP SLOPES (35% GRADE OR GREATER) SHALL BE TEMPORARILY STABILIZED NOT LATER THAN 7 DAYS AFTER CONSTRUCTION ACTIVITY ON THE SLOPE HAS TEMPORARILY OR PERMANENTLY CEASED.

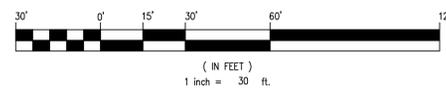
**EPSC PHASING**

1. INSTALL CONSTRUCTION ENTRANCE & TEMP. RESTROOM
2. INSTALL SILT FENCE
3. INSTALL INLET PROTECTION ON EXISTING CATCH BASINS
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6. INSTALL INLET PROTECTION ON EACH STRUCTURE AS CONSTRUCTED
7. TEMPORARY SEED AND STRAW DISTURBED AREAS
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9. PERMANENT SEED AND STRAW ENTIRE SITE
10. REMOVE SILT FENCE AND INLET PROTECTION ON STRUCTURES

**EROSION CONTROL SCHEDULE**

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**EPSC & DEMO PLAN**

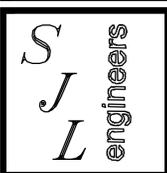


3 WORKING DAYS  
BEFORE YOU DIG  
UTILITIES PROTECTION SERVICE

NO.	DESCRIPTION	BY	DATE
1	REVISIONS AND/OR ISSUES		



SHOOTERS SPORTS GRILL  
3000 DILEY ROAD  
CANAL WINCHESTER, OHIO 43110  
**LEESMAN ENGINEERING & ASSOC.**  
ENGINEERING, SURVEYING, PLANNING & ASSOC.  
2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513/417-0420



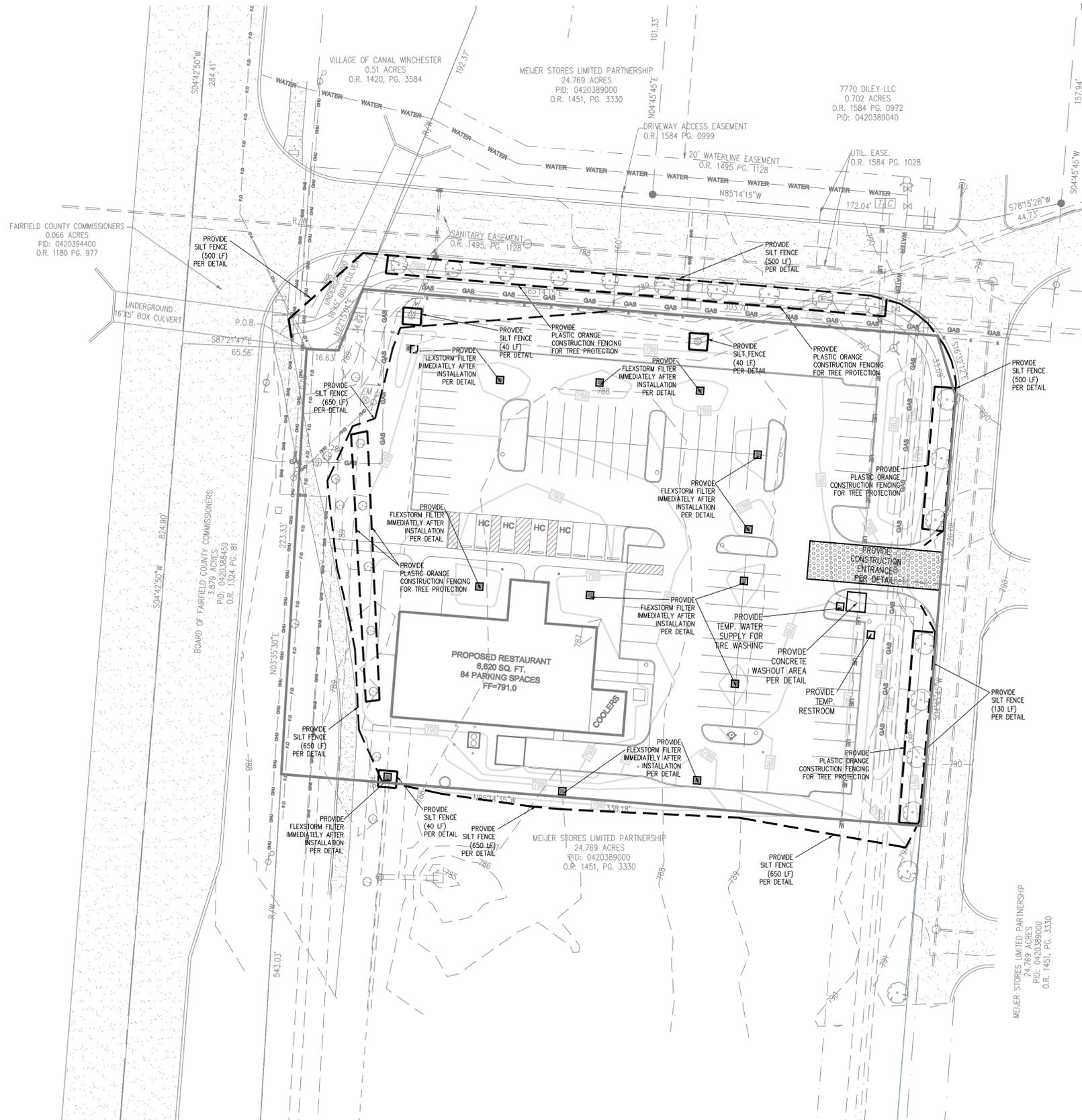
DRAWING TITLE

EPSC & DEMO PLAN

PROJ. NO. SSG-CW	DATE 11/25/19
DRAWN MDC	CHECKED SJL

DRAWING NO.

C1



### DEMOLITION NOTES

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### EROSION CONTROL NOTES

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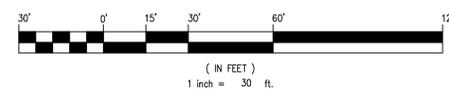
### EPSC PHASING

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2. INSTALL SILT FENCE
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### EROSION CONTROL SCHEDULE

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EPSC-PHASE 2

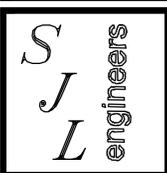


3 WORKING DAYS  
BEFORE YOU DIG  
UTILITIES PROTECTION SERVICE

NO.	DESCRIPTION	BY	DATE
1	REVISIONS AND/OR ISSUES		



SHOOTERS SPORTS GRILL  
XXXX DILEY ROAD  
CANAL WINCHESTER, OHIO 43110  
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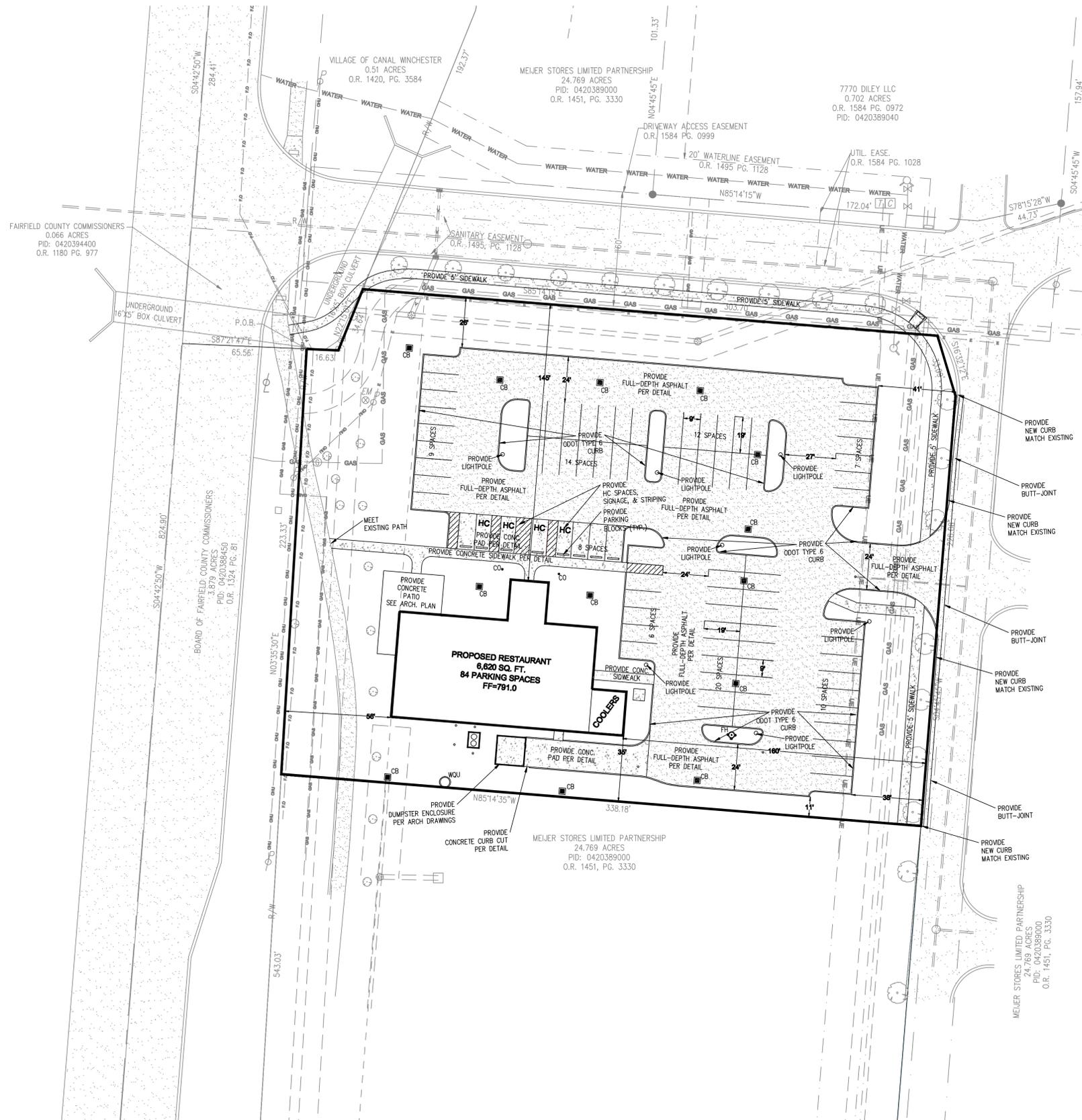
DRAWING TITLE

EPSC-PHASE 2

PROJ. NO. SSG-CW	DATE 11/25/19
DRAWN MDC	CHECKED SJL

DRAWING NO.

C2



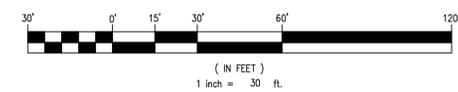
### CONSTRUCTION NOTES

1. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SITE WORK SPECIFICATIONS AND SHALL COMPLY WITH APPLICABLE FEDERAL, STATE AND LOCAL CODES.
2. CONTRACTOR SHALL OBTAIN ALL PERMITS BEFORE CONSTRUCTION BEGINS.
3. ANY UNANTICIPATED CONDITIONS ENCOUNTERED DURING THE CONSTRUCTION PROCESS SHALL BE IDENTIFIED TO THE ENGINEER IMMEDIATELY.
4. CLERMONT COUNTY WATER AND SEWER DEPARTMENT STANDARD SPECIFICATIONS AND DETAILS SHALL GOVERN ALL UTILITY CONSTRUCTION.
5. CONTRACTOR SHALL COORDINATE ANY DISRUPTIONS TO EXISTING UTILITY SERVICES WITH ADJACENT PROPERTY OWNERS AND IS RESPONSIBLE FOR REPAIRS OF DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION AT NO EXTRA COST TO THE OWNER.
6. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST STANDARDS OR OSHA DIRECTIVES OR ANY OTHER AGENCY HAVING JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR SHALL SUPPORT SYSTEMS, SLOPING, BENCHING AND OTHER MEANS OF PROTECTION. THIS TO INCLUDE BUT NOT LIMITED TO ACCESS AND EGRESS FROM ALL EXCAVATION AND TRENCHING. CONTRACTOR IS RESPONSIBLE TO COMPLY WITH PERFORMANCE CRITERIA FOR OSHA.
7. CONTRACTOR SHALL COORDINATE INSTALLATION OF WATER SERVICE WITH DEPARTMENT OF PUBLIC WORKS. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, PURCHASE AND/OR FEES ASSOCIATED WITH ALL APPARATUS INCLUDING: WATER METERS, BACK FLOW PREVENTERS, POST INDICATOR VALVES, AND ENCLOSURES.
8. THE MINIMUM HORIZONTAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF WATER AND SEWER LINE IS (10') TEN FEET. THE MINIMUM VERTICAL SEPARATION BETWEEN THE CLOSEST TWO POINTS OF THE WATER AND SEWER LINES IS (18") EIGHTEEN INCHES.
9. ALL DOMESTIC WATER LEADS SHALL HAVE REDUCED PRESSURE VALVES AS DIRECTED BY THE OWNER'S ARCHITECT.
10. EXISTING UTILITIES LOCATIONS ARE APPROXIMATE AND SHOULD BE VERIFIED FOR LOCATION AND NUMBER BY THE CONTRACTOR.
11. CONTRACTOR TO COORDINATE INSTALLATION OF ALL UTILITIES BY OTHERS WITH HIS WORK.
12. ALL EASEMENTS TO BE PLATTED BY THE CONTRACTOR (UNLESS OTHERWISE NOTED).
13. ANY UTILITIES NOT SHOWN THAT REQUIRE RELOCATION OR REMOVAL IS THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR IS TO REPORT ALL DISCREPANCIES TO THE ENGINEER IMMEDIATELY UPON DISCOVERY.

### GENERAL NOTE

1. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS IN THE AREA OF PROPOSED WORK. IF CONDITIONS OTHER THAN THOSE SHOWN ON THE DRAWINGS ARE ENCOUNTERED, THE CONTRACTOR MUST NOTIFY THE ENGINEER BEFORE PROCEEDING WITH CONSTRUCTION.
2. THE LOCATIONS OF THE EXISTING UTILITIES SHOWN ON THE PLAN FOR PLANNING PURPOSES ONLY AND HAVE BEEN OBTAINED BY FIELD CHECKS AND SEARCHES OF AVAILABLE RECORDS AND ARE BELIEVED TO BE CORRECT. HOWEVER, THE CONTRACTOR MUST VERIFY EXACT LOCATIONS BEFORE BEGINNING CONSTRUCTION. CONTACT THE UTILITIES PROTECTION SERVICE AT LEAST TWO (2) WORKING DAYS IN ADVANCE OF CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING STRUCTURES AND UTILITIES DURING OR RESULTING FROM CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATING AND REPLACING ALL UTILITIES IGNORED TO COMPLETE AND UNDERGROUND UTILITIES. THIS PROJECT INCLUDING ALL OVERHEAD.
4. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS, INSPECTIONS, ETC. COORDINATION REQUIRED BY THE APPLICABLE UTILITY. THE CONTRACTOR SHALL MAKE ALL RESTORATION, REPLACEMENT, AND REPAIR IN ACCORD WITH THE APPLICABLE REQUIREMENTS OF THE UTILITY. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE OF OHIO CONSTRUCTION AND MATERIAL SPECIFICATIONS.
5. THE CONTRACTOR SHALL CONSTRUCT TEMPORARY SEDIMENT BASINS, EARTH DIKES, TEMPORARY OR PERMANENT SEEDING, MULCHING AND/OR MULCH NETTING OR ANY OTHER GENERALLY ACCEPTED METHODS TO PREVENT EROSION, MUD AND DEBRIS FROM BEING DEPOSITED ON OTHER PROPERTY, ON NEWLY CONSTRUCTED OR EXISTING ROADS, OR INTO EXISTING SEWERS OR NEW SEWERS WITHIN THE WORK AREA. THE CONTRACTOR SHALL CONTINUALLY MONITOR THE CONSTRUCTION PROGRESS AND MAKE ANY NECESSARY TEMPORARY ADJUSTMENTS TO MAINTAIN THIS CONTROL.
6. ALL GROUND SURFACE AREAS THAT HAVE BEEN EXPOSED OR LEFT BARE AS A RESULT OF CONSTRUCTION AND ARE TO BE FINAL GRADE AND ARE TO REMAIN SO, SHALL RECEIVE VEGETATIVE STABILIZATION.
7. FOLLOW WRITTEN DIMENSIONS ALWAYS. DO NOT SCALE.
8. ADJUSTMENTS TO GRADE MAY BE ALLOWED TO PROVIDE A BALANCED SITE. NO ADJUSTMENT TO GRADE ARE ALLOWED WITHOUT THE PRIOR APPROVAL OF THE ENGINEER.
9. ALL CONSTRUCTION SHALL BE PROVIDED IN ACCORD WITH VILLAGE OF AMELIA AND ODOT DETAILS AND SPECIFICATIONS.
10. SEE ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS
11. LIGHTING TO BE SHOWN ON BUILDING WITH ARCHITECTURAL PLANS
12. ROOF DRAINS, FOUNDATION DRAINS AND OTHER STORM WATER CONNECTIONS TO SANITARY SEWER ARE PROHIBITED

### SITE PLAN

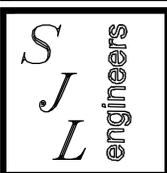


3 WORKING DAYS  
BEFORE YOU DIG  
UTILITIES PROTECTION SERVICE

NO.	DESCRIPTION	BY	DATE
1	REVISIONS AND/OR ISSUES		



SHOOTERS SPORTS GRILL  
XXXX DILEY ROAD  
CANAL WINCHESTER, OHIO 43110  
**LEESMAN ENGINEERING & ASSOC.**  
ENGINEERING, SURVEYING, PLANNING & ASSOC.  
2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513/417-0420



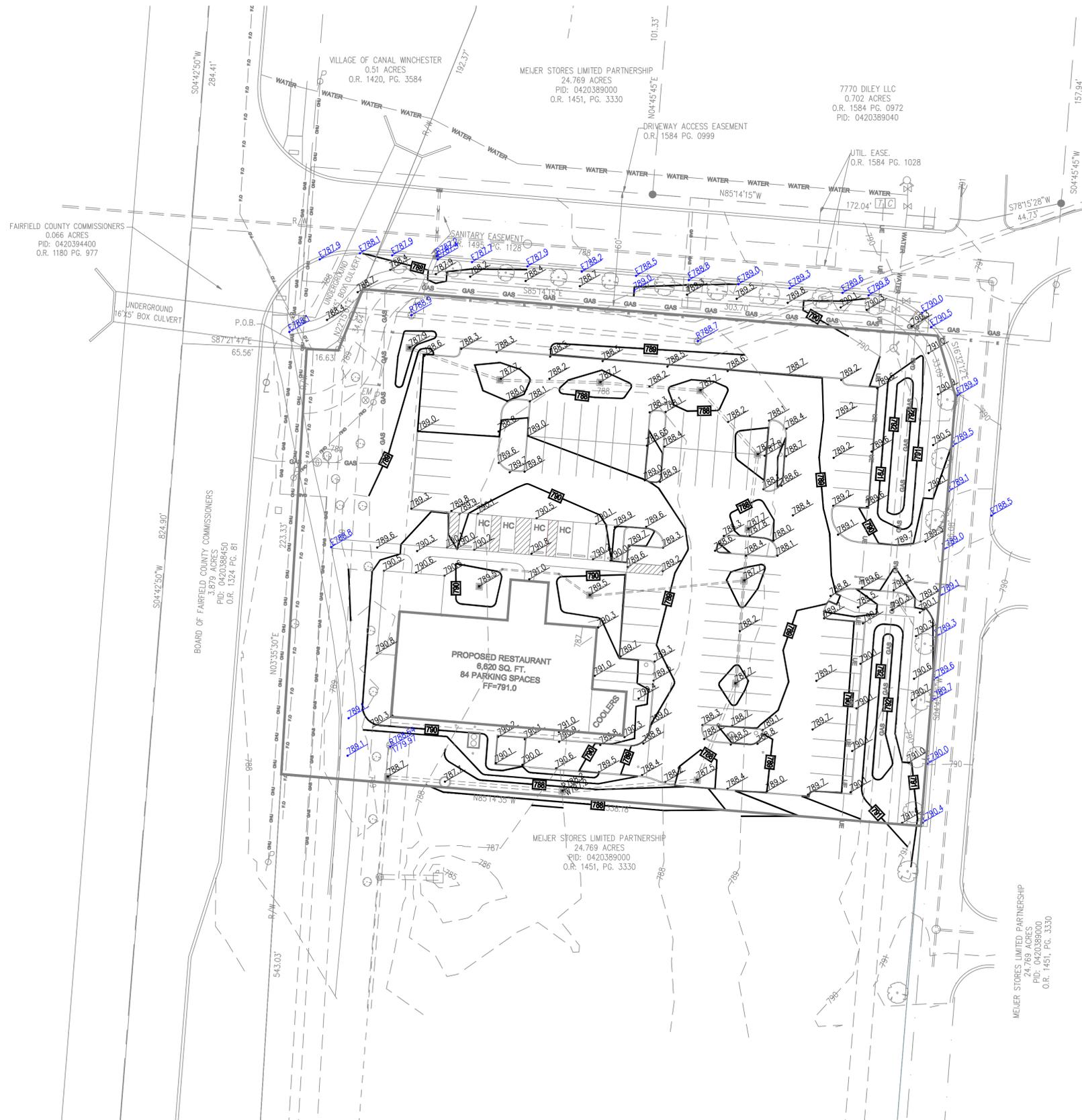
DRAWING TITLE

SITE PLAN

PROJ. NO. SSG-CW	DATE 11/25/19
DRAWN MDC	CHECKED SJL

DRAWING NO.

C3



TEMPORARY SEEDING			
SPECIES	SEEDING RATE		SEEDING DATES
	LB./AC.	LB./1000 sq.ft.	
OATS	4 BUSHEL	3	MARCH 1 TO AUGUST 15
TALL FESCUE	40	1	
ANNUAL RYEGRASS	40	1	
PERENNIAL RYEGRASS	40	1	
TALL FESCUE	40	1	
ANNUAL RYEGRASS	40	1	
RYE	2 BUSHEL	3	AUGUST 16 TO NOVEMBER 1
TALL FESCUE	40	1	
ANNUAL RYEGRASS	40	1	
WHEAT	2 BUSHEL	3	
TALL FESCUE	40	1	
ANNUAL RYEGRASS	40	1	
PERENNIAL RYEGRASS	40	1	
TALL FESCUE	40	1	
ANNUAL RYEGRASS	40	1	

USE MULCH ONLY, SOODING PRACTICES NOVEMBER 1 TO SPRING SEEDING  
OR DORMANT SEEDING  
NOTE: OTHER

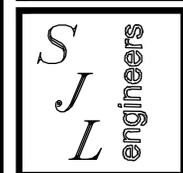
PERMANENT SEEDING			
SEED MIX	SEEDING RATE		NOTES
	LB./AC.	LB./1000 sq.ft.	
GENERAL USE			
CREeping RED FESCUE	20-40	1/2-1	MARCH 1 TO AUGUST 15
DOMESTIC RYEGRASS	10-20	1/4-1/2	
KENTUCKY BLUEGRASS	10-20	1/4-1/2	
TALL FESCUE	40	1	
DWARF FESCUE	40	1	
STEep BANKS OR CUT SLOPES			
TALL FESCUE	20-40	1	
CROWN VETCH TALL FESCUE	10-20	1/4-1/2	DO NOT SEED LATER THAN AUGUST
FLAT PEA TALL FESCUE	20	1/2	DO NOT SEED LATER THAN AUGUST
ROAD DITCHES AND SWALES			
TALL FESCUE	40	1	
DWARF FESCUE	90	2 1/2	
KENTUCKY BLUEGRASS	5		
LAWNS			
KENTUCKY BLUEGRASS	60	1 1/2	
PERENNIAL RYEGRASS	60	1 1/2	
KENTUCKY BLUEGRASS	60	1 1/2	FOR SHADED AREAS
CREeping RED FESCUE	60	1 1/2	FOR SHADED AREAS

NOTE: OTHER APPROVED SEED SPECIES MAY BE SUBSTITUTED

NO.	DESCRIPTION	BY	DATE
1	REVISIONS AND/OR ISSUES		

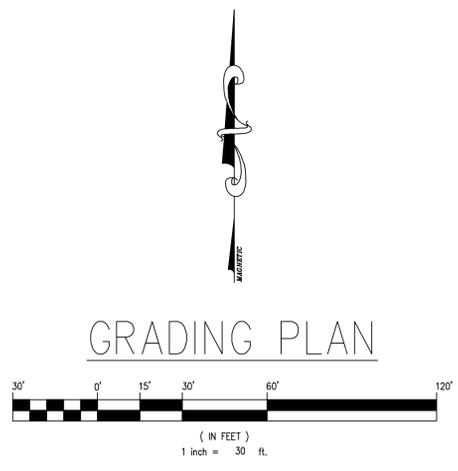


SHOOTERS SPORTS GRILL  
XXXX DILEY ROAD  
CANAL WINCHESTER, OHIO 43110  
**LEESMAN ENGINEERING & ASSOC.**  
ENGINEERING, SURVEYING, PLANNING  
2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513/417-0420



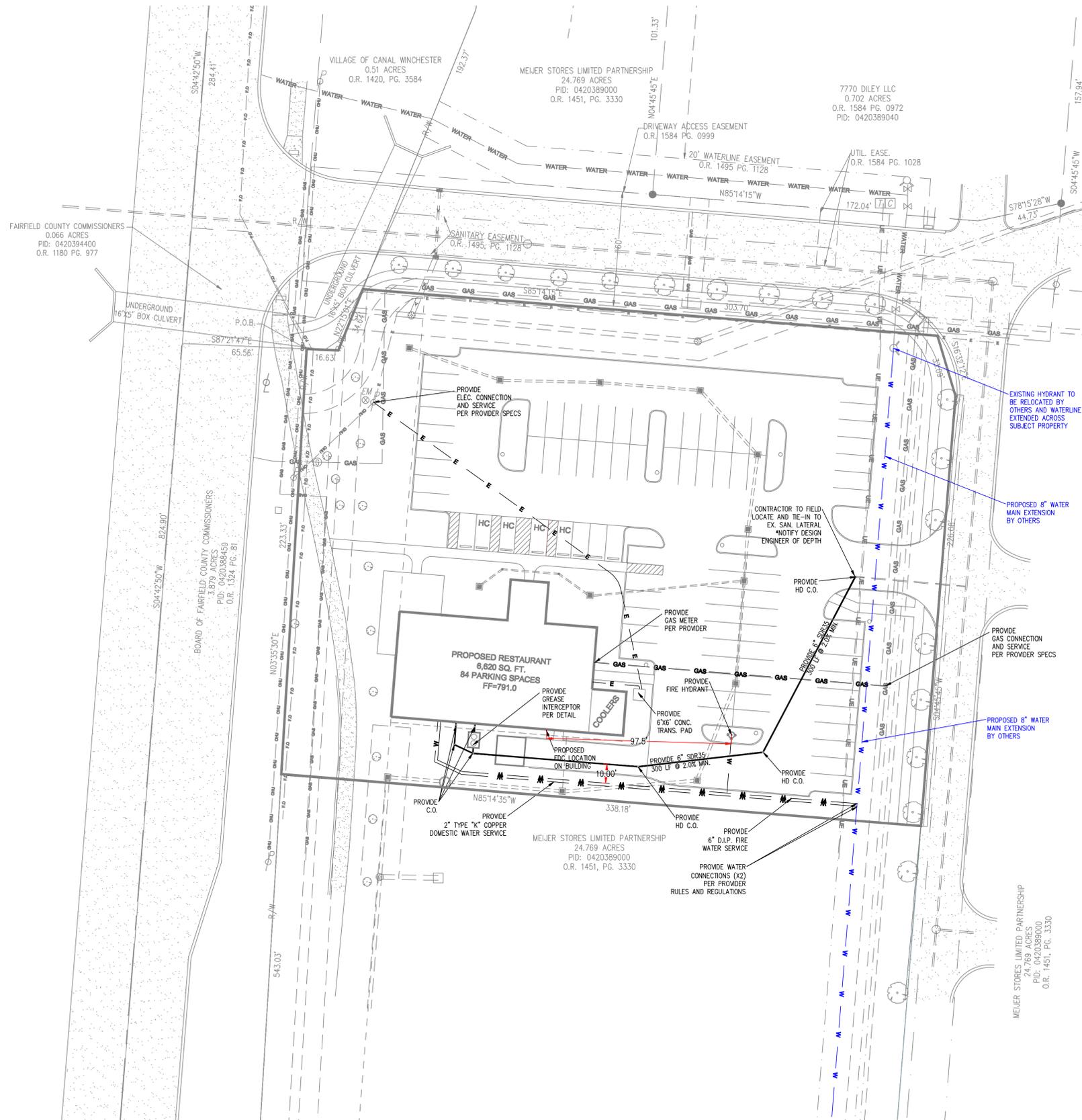
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GRADING PLAN	
PROJ. NO. SSG-CW	DATE 11/25/19
DRAWN MDC	CHECKED SJL

DRAWING NO.  
**C4**



3 WORKING DAYS  
BEFORE YOU DIG  
UTILITIES PROTECTION SERVICE



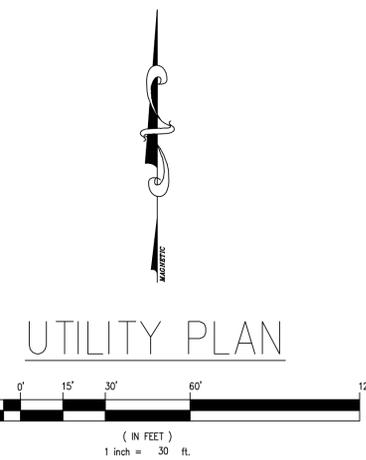


**UTILITY NOTES:**

- A. VERIFY EXACT LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
  - B. ROOF DOWN SPOUTS FROM THE PROPOSED BUILDING ARE TO DRAIN INTO STORM SEWER SYSTEM. CONNECTION TO SANITARY SEWER SYSTEM IS STRICTLY PROHIBITED.
  - C. TRAFFIC MARKING PAINT IN RIGHT-OF-WAY SHALL BE ODOT ITEM 644 THERMOPLASTIC. PARKING LOT MARKING PAINT SHALL BE ALKYD-RESIN TYPE, AASHTO M248 TYPE 1 4" STRIPE WIDTH, COLOR: WHITE.
  - D. EACH UTILITY CONTRACTOR IS TO ADJUST ANY UTILITY ELEMENT INTENDED TO BE FLUSH WITH GRADE (CLEANOUTS, MANHOLES, CATCH BASINS, INLETS, ETC.) THAT IS AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT.
- CITY OF CANAL WINCHESTER/LOCAL UTILITY PROVIDER IS NOT RESPONSIBLE FOR ADJUSTING ANY UTILITY INCLUDING WATER, SEWER, ELECTRICAL, TELECOMMUNICATIONS, OR STORM UTILITY ELEMENTS. ALL ITEMS THAT REQUIRE ADJUSTMENTS DUE TO CONSTRUCTION ACTIVITIES SHALL BE THE RESPONSIBILITY OF OWNER.
- E. SEWER PIPE TO BE AS INDICATED: POLYVINYL CHLORIDE PIPE (PVC) ASTM D3034, SDR 35, GASKETED JOINTS ONLY. MINIMUM SLOPE OF 2.0% ON ALL SEWAGE PIPE UNLESS OTHERWISE INDICATED ON THE DRAWINGS.
  - F. PRECAST MANHOLES SHALL CONFORM TO ASTM C478, WITH PROVISION FOR RUBBER GASKET JOINTS. STRUCTURES SHALL COMPLY WITH SPECIFICATIONS AND STANDARDS OF ODOT.
  - G. PROVIDE THE FOLLOWING MINIMUM COVERS OVER THE TOP OF PROPOSED UTILITIES.
    - 1. SANITARY MAIN = 4'-0"
    - 2. WATER MAINS = 4'-0"
    - 3. STORM WATER LINES = 2'-0"
    - 4. GAS & ELECTRIC = 2'-0"

**IRRIGATION NOTE:**

- A. AN IRRIGATION PLAN AND SYSTEM ARE REQUIRED FOR THIS SITE. CONTRACTOR TO SUPPLY DESIGN TO ENGINEER PRIOR TO INSTALLATION FOR REVIEW.

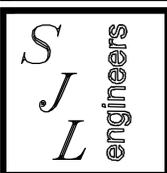


UTILITY PLAN

NO.	DESCRIPTION	BY	DATE
1	REVISIONS AND/OR ISSUES		



SHOOTERS SPORTS GRILL  
 XXXX DILEY ROAD  
 CANAL WINCHESTER, OHIO 43110  
**LEESMAN ENGINEERING & ASSOC.**  
 ENGINEERING, SURVEYING, PLANNING  
 2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513/417-0420



DRAWING TITLE	
UTILITY PLAN	
PROJ. NO. SSG-CW	DATE 11/25/19
DRAWN MDC	CHECKED SJL

DRAWING NO.  
**C5**

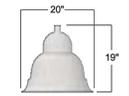
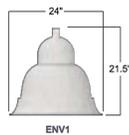
3 WORKING DAYS  
 BEFORE YOU DIG  
 UTILITIES PROTECTION SERVICE



POLES & LIGHTING

AVPL ENV - Architectural Bell Luminaire

AV POLES & LIGHTING  
4327 Division St.  
Lancaster, CA 93535  
Toll Free: (844) 775-AVPL  
Fax: (951) 945-2764  
sales@avplg.com  
www.avplg.com



Description

Decorative architectural design provides a unique lighting solution for a variety of applications. The ENV series by AV Poles and Lighting is ideal for commercial, municipal, and design build lighting applications.

Features

- Spun Aluminum construction
- Stainless Steel hardware
- Dark Sky/ Full Cutoff
- IP67 rated modules - 5 year warranty
- Up to 130+ Lumens Per Watt output
- Low maintenance cost with lifetime >54,000 hrs
- Multiple lighting distribution options with optical lens transmittance up to 98%.
- Multiple LED modules can easily be connected in series
- TGIC thermoseal polyester powder coat finish is electrostatically applied at a 3.0 mil nominal thickness. A five stage metal pre-treatment process and sealer provides maximum corrosion resistance. The powder top coat is baked in excess of 400 degrees for supreme endurance.



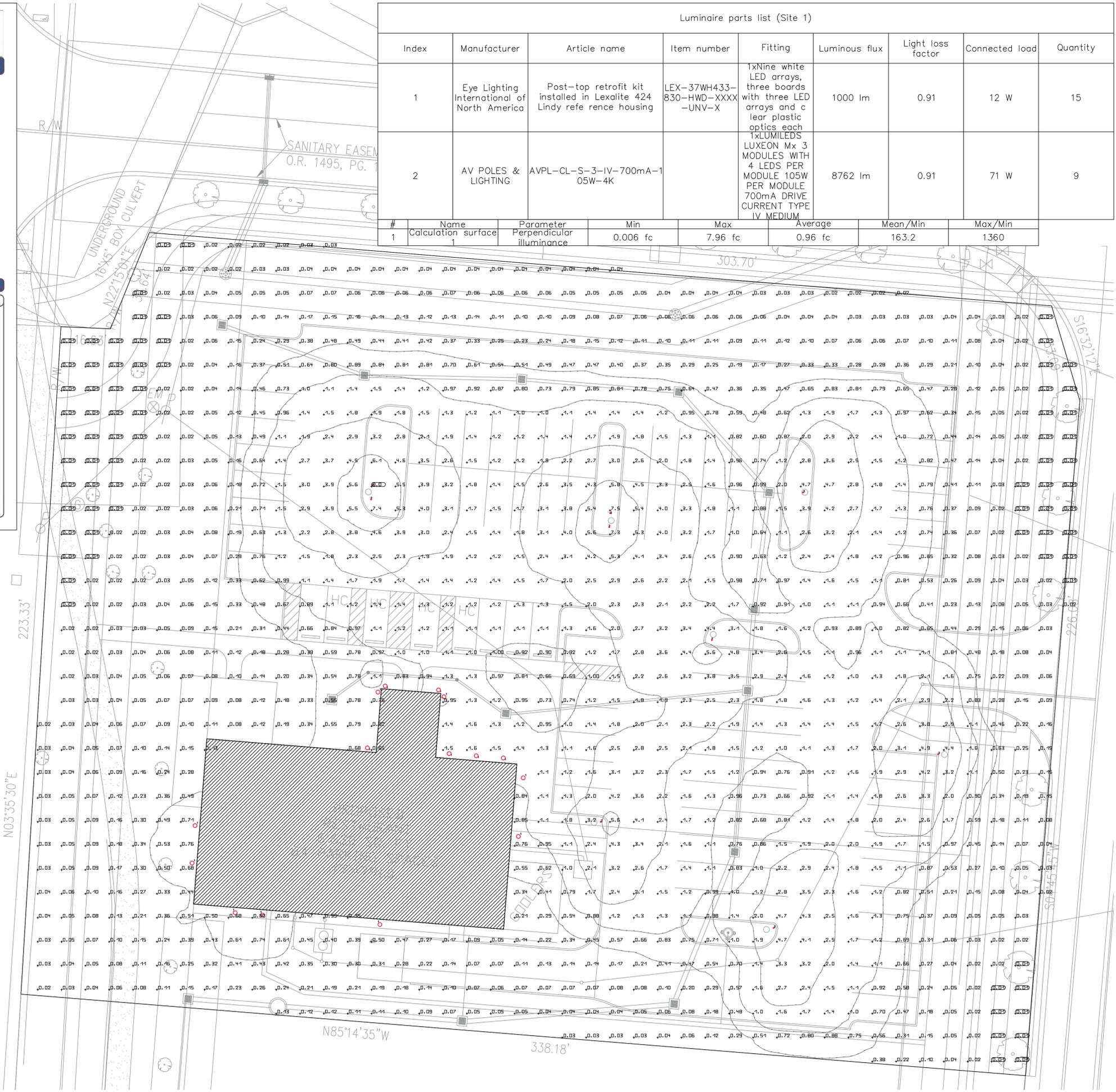
Ordering Information

Luminaire	Lamp Type	Volts	Mounting	Finish	Options
AVPL ENV1	700mA 35W 1A	120	Wall Mount	Dark Bronze	Optical
AVPL ENV2	100W 100W 100W	208	1-.....	Black	House Site Shield
	Lumen Output (4K)	240	2-90.....	White	Electrical
	Type II	277	2-180.....	Grey	15-200V Surge Dimmable Driver(s)
	Type III	MT	3-90.....	Green	Photo Cell + Voltage
	Type IV		3-120.....		High/Low Dimming for Hardened Building or Non-Integrated Motion Sensor
	Type V		4-90.....		
	Color Temp				
	3000K Warm				
	4000K Neutral				
	5000K Cool				

16' MOUNTING HEIGHT

S04°42'50"W 824.90'

BOARD OF FAIRFIELD COUNTY COMMISSIONERS  
3.879 ACRES  
PID: 0420388450  
O.R. 1324 PG. 81



Luminaire parts list (Site 1)

Index	Manufacturer	Article name	Item number	Fitting	Luminous flux	Light loss factor	Connected load	Quantity
1	Eye Lighting International of North America	Post-top retrofit kit installed in Lexalite 424 Lindy reference housing	LEX-37WH433-830-HWD-XXXX-UNV-X	1xNine white LED arrays, three boards with three LED arrays and clear plastic optics each	1000 lm	0.91	12 W	15
2	AV POLES & LIGHTING	AVPL-CL-S-3-IV-700mA-105W-4K		1xLUMILEDS LUXEON Mx 3 MODULES WITH 4 LEDS PER MODULE 105W PER MODULE 700mA DRIVE CURRENT TYPE IV MEDIUM	8762 lm	0.91	71 W	9

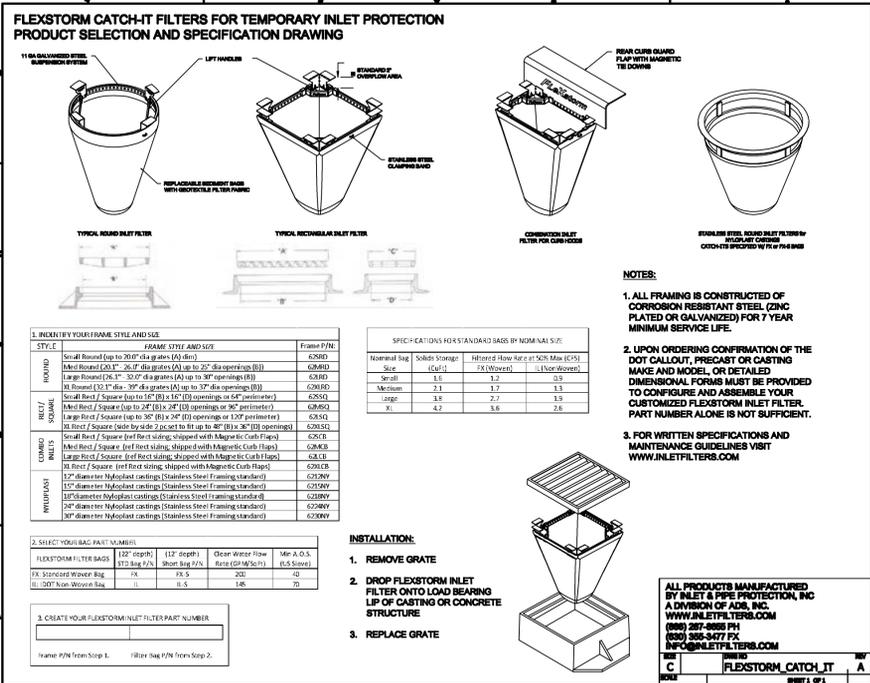
#	Name	Parameter	Min	Max	Average	Mean/Min	Max/Min
1	Calculation surface	Perpendicular illuminance	0.006 fc	7.96 fc	0.96 fc	163.2	1360

Shooters Canal Winchester

SCALE: N/A  
DATE: 12/19/2019

130 W. Ross Ave  
Cincinnati, Ohio 45217  
P. 513-693-4060  
www.lesman.com

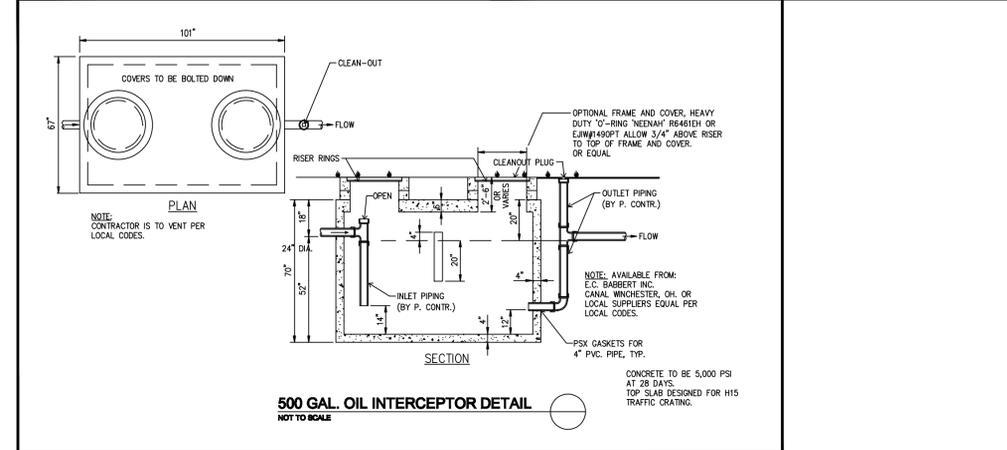
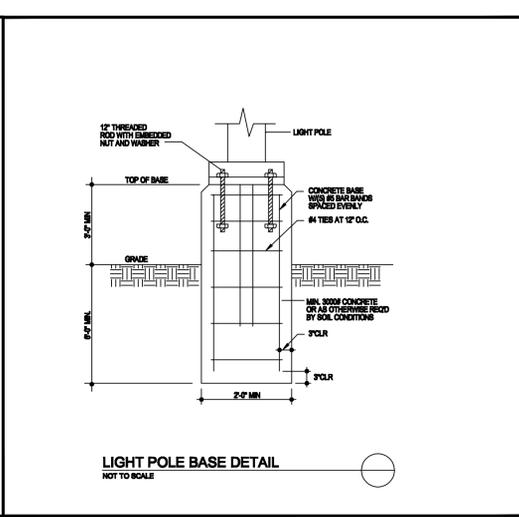
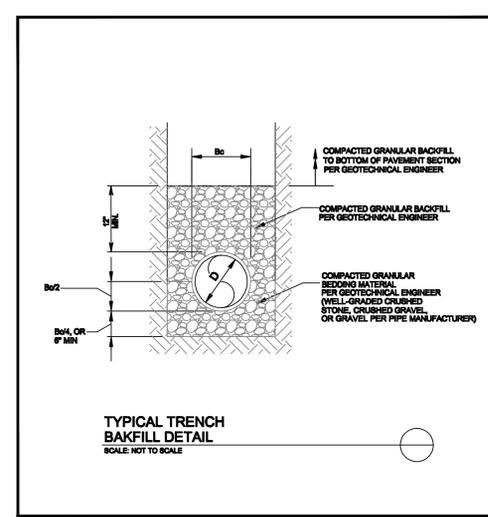
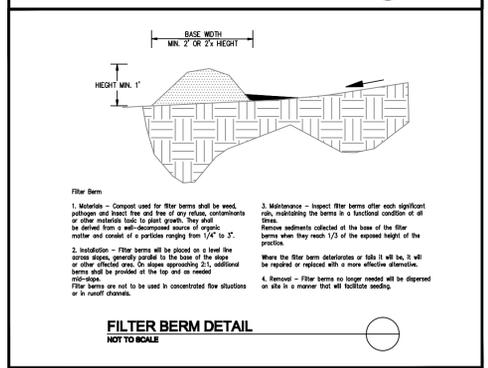
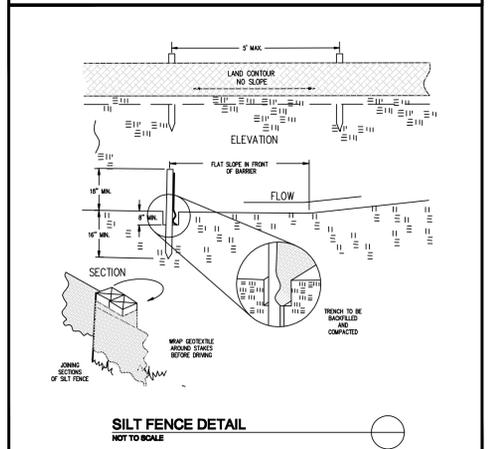
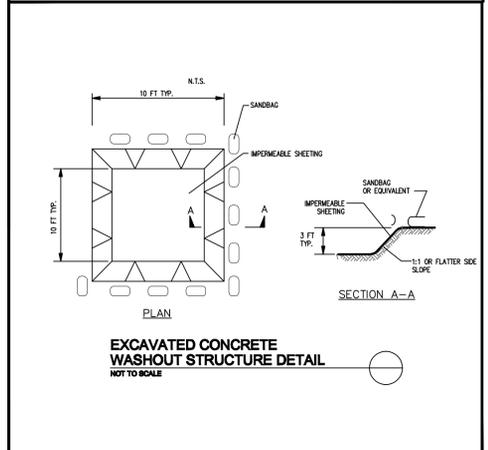
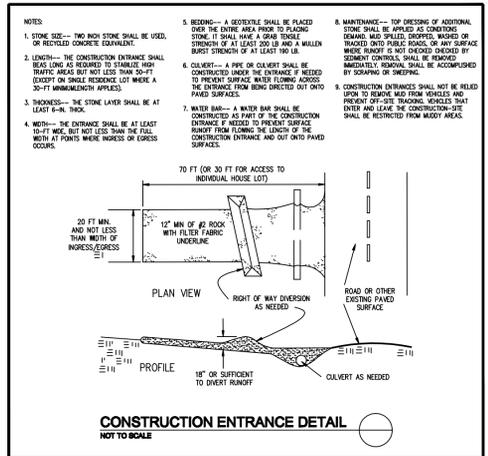




FLEXSTORM FILTER DETAIL  
NOT TO SCALE

### EPSC DETAILS

N.T.S.



### UTILITY DETAILS

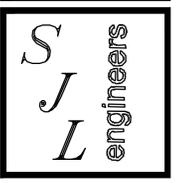
N.T.S.

NO.	DESCRIPTION	BY	DATE
1	REVISIONS AND/OR ISSUES		



SHOOTERS SPORTS GRILL  
3000 DILEY ROAD  
CANAL WINCHESTER, OHIO 43110

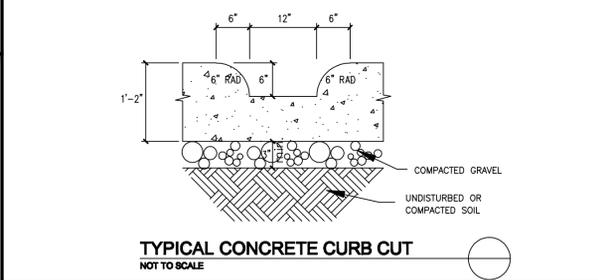
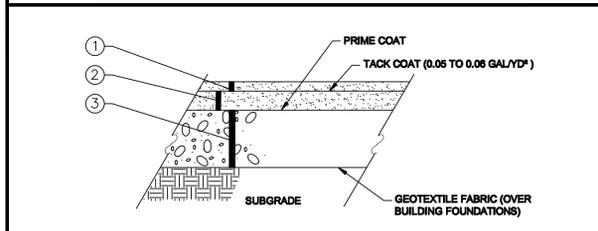
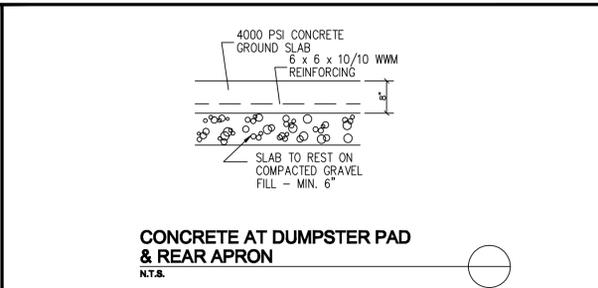
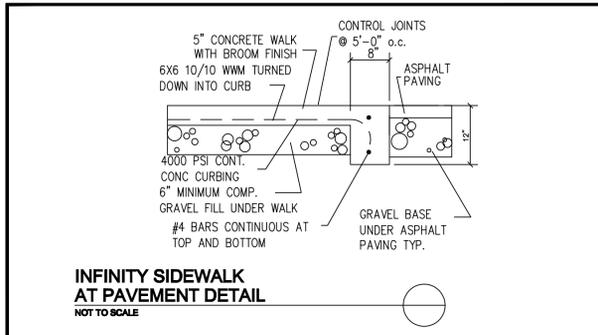
**LEESMAN ENGINEERING & ASSOC.**  
ENGINEERING, SURVEYING, PLANNING  
2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513/417-0420



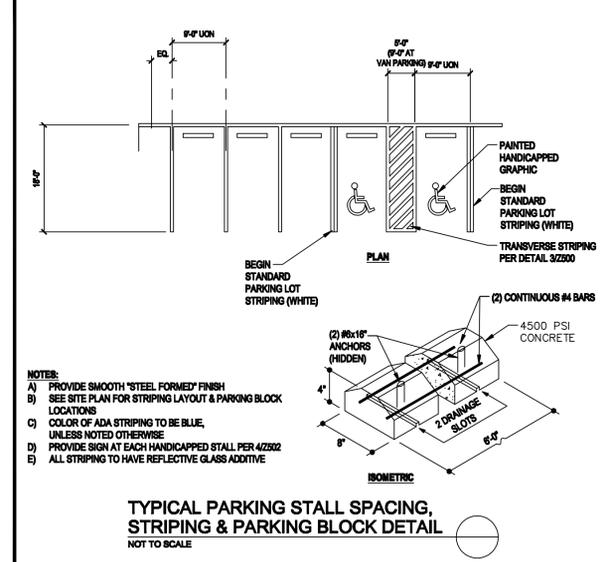
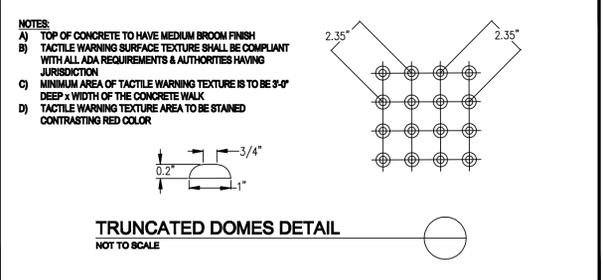
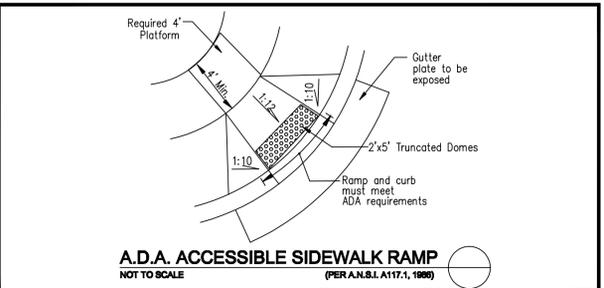
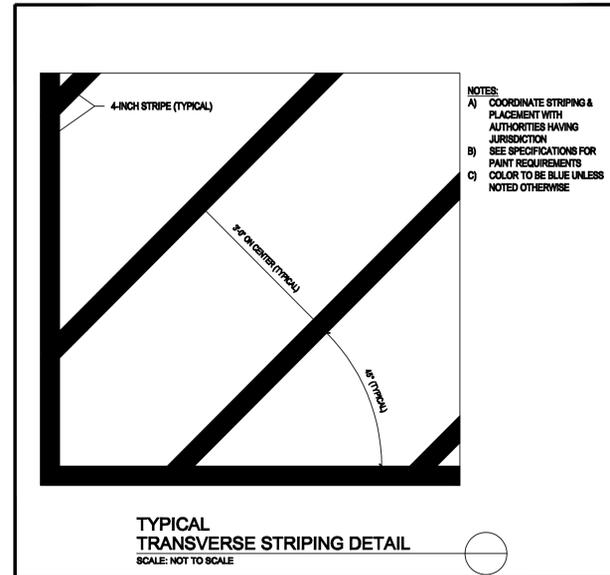
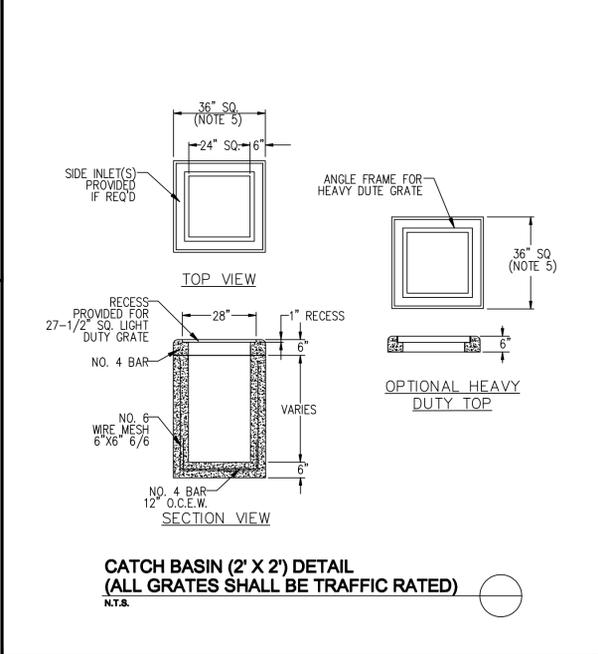
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DETAILS	
PROJ. NO. SSG-CW	DATE 11/25/19
DRAWN MDC	CHECKED SJL

DRAWING NO.  
**C6**

3 WORKING DAYS  
BEFORE YOU DIG  
UTILITIES PROTECTION SERVICE



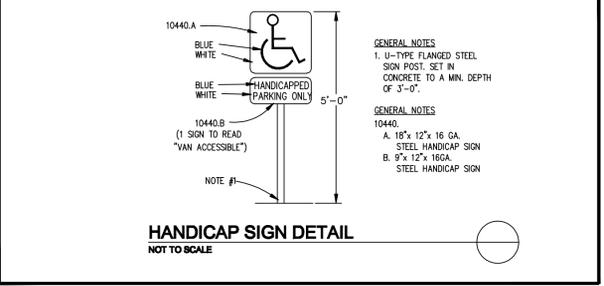
ROAD SURFACE MATERIALS		
TYPE	DESCRIPTION	THICKNESS
1	ASPHALT CONCRETE SURFACE COURSE	1.5"
2	ASPHALT CONCRETE BINDER COURSE	3"
3	AGGREGATE BASE - APPLIED IN TWO (2) LIFTS	6"



**MINIMUM STANDARDS** - The standards shown herein are to be considered the minimum requirements. It is the responsibility of the developer and their engineer to meet all federal and state regulations involving handicapped accessibility.

- Curb ramps shall meet requirements of the Americans With Disabilities Act Accessible Guidelines (ADAAG) regulatory standards.
- Each ramp may vary in width and length per conditions found in the field or on the plans. The field engineer will determine how each ramp is to be constructed.
- Truncated domes are to be included as part of the ramp design. The domes shall be aligned with the normal path of travel.
- The walls (if needed) at the sides of the ramp can be poured as part of the ramp itself. The ramp should be structurally one unit. The walls should be tapered to meet the existing ground at the top of the ramp.
- Curb ramps constructed at crosswalks shall be placed such that a minimum 4' clear space exists within the crosswalk at the front of the ramp.
- When objects such as utility poles, pull boxes, traffic controllers, and pole bases obstruct the proper placement of the ramp to meet the specified grades, exceptions may be made to the ramp design, as determined by the Engineer.
- The front edge of the truncated dome section must be no further than 8" from the back of curb. They should be placed as close to the back of curb as possible, while still maintaining proper alignment.
- All curb required to install the ramp, at least curb to the tangent section, must be constructed with an exposed gutter plate. This requires raising the gutter plate to meet the existing flow line at the edge of pavement if the gutter was originally paved over.

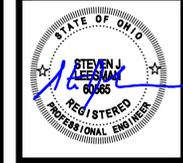
**ADA ACCESSIBILITY NOTES**  
NOT TO SCALE



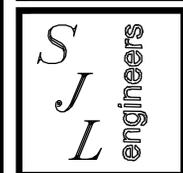
**SITE DETAILS**  
N.T.S.

**ADA DETAILS**  
N.T.S.

NO. 1	DESCRIPTION	BY	DATE



SHOOTERS SPORTS GRILL  
XXXX DILEY ROAD  
CANAL WINCHESTER, OHIO 43110  
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2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513/417-0420



**DRAWING TITLE**

**DETAILS**

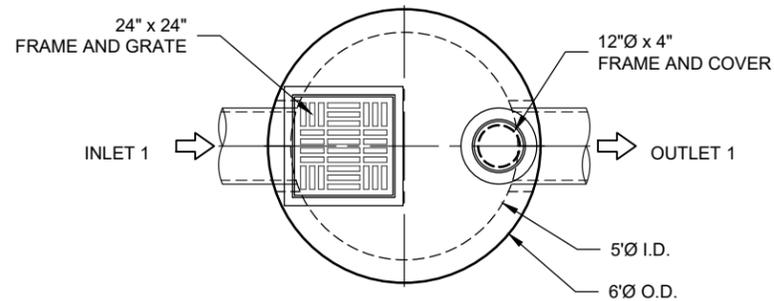
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DRAWN MDC	CHECKED SJL

**DRAWING NO.**

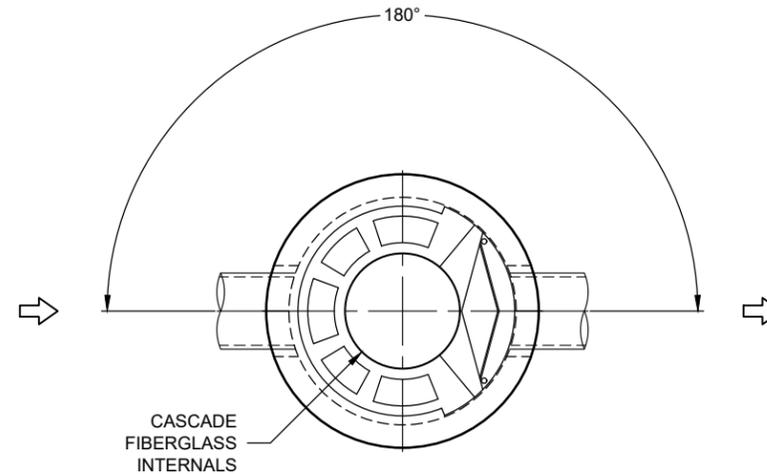
**C7**

3 WORKING DAYS  
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UTILITIES PROTECTION SERVICE

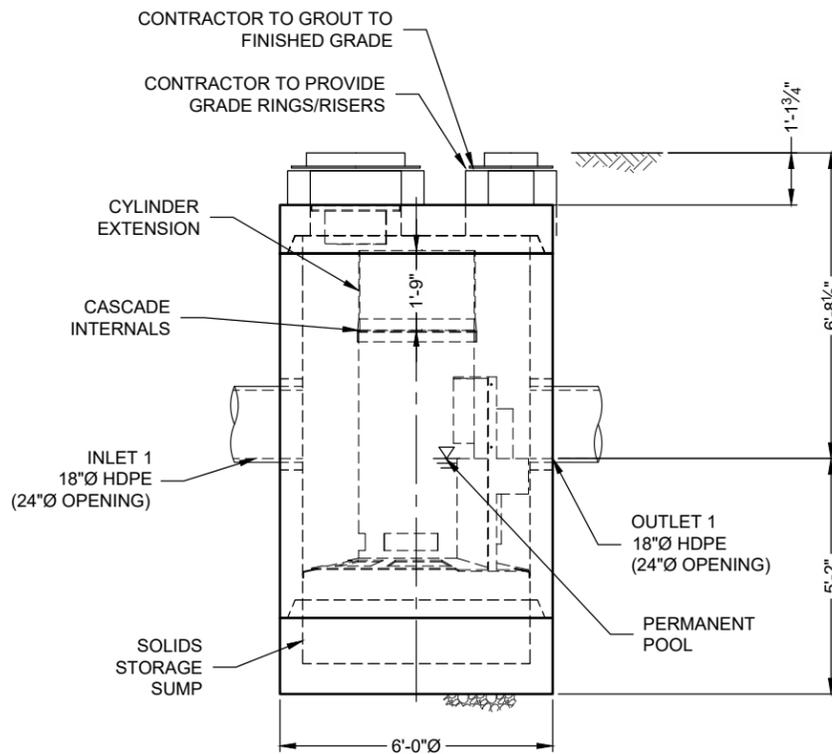
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**PLAN VIEW**  
(INTERNALS NOT SHOWN)



**SECTION FOR PIPE ORIENTATION**  
(TOP SLAB NOT SHOWN)



**ELEVATION VIEW**

RIM ELEV. 787.70+/-

TOP OF SYSTEM  
ELEV. 786.55'

INLET 1 INVERT  
ELEV. 780.99'  
OUTLET 1 INVERT  
ELEV. 780.99'

OUTSIDE BOTTOM  
ELEV. 775.82'

**MATERIAL LIST (PROVIDED BY CONTECH)**

COUNT	DESCRIPTION	INSTALLED BY
1	CS-5 FIBERGLASS CYLINDER INSERT, STD.	CONTECH
4	CS-5 ALUMINUM INSTALLATION BRACKET	CONTECH
1	CS-5 FIBERGLASS CYLINDER EXTENSION, 1 FT.	CONTRACTOR
1	24" INLET TRAY	CONTRACTOR
1	SEALANT FOR JOINTS	CONTRACTOR
1	24" x 24" FRAME & GRATE, EJ#45624050A01, OR EQUIV.	CONTRACTOR
1	12"Ø x 4" FRAME & COVER, EJ#41610201, OR EQUIV.	CONTRACTOR

**GENERAL NOTES**

- CONTECH TO PROVIDE ALL MATERIALS UNLESS NOTED OTHERWISE.
- FOR FABRICATION DRAWINGS WITH DETAILED STRUCTURE DIMENSIONS AND WEIGHTS, PLEASE CONTACT YOUR CONTECH REPRESENTATIVE. [www.ContechES.com](http://www.ContechES.com)
- CASCADE SEPARATOR WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING. CONTRACTOR TO CONFIRM STRUCTURE MEETS REQUIREMENTS OF PROJECT.
- STRUCTURE SHALL MEET AASHTO HS-20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 2', AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 AND BE CAST WITH THE CONTECH LOGO.
- CASCADE SEPARATOR STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 AND AASHTO LOAD FACTOR DESIGN METHOD.

**INSTALLATION NOTES**

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE CASCADE SEPARATOR MANHOLE STRUCTURE.
- CONTRACTOR TO ADD JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS, AND ASSEMBLE STRUCTURE.
- CONTRACTOR TO PROVIDE, INSTALL, AND GROUT PIPES. MATCH PIPE INVERTS WITH ELEVATIONS SHOWN. ALL PIPE CENTERLINES TO MATCH PIPE OPENING CENTERLINES.
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO ASSURE UNIT IS WATER TIGHT, HOLDING WATER TO FLOWLINE INVERT MINIMUM. IT IS SUGGESTED THAT ALL JOINTS BELOW PIPE INVERTS ARE GROUTED.

STRUCTURE WEIGHT  
APPROXIMATE HEAVIEST PICK = 10500 LBS.  
OF 3 PIECES

MAXIMUM FOOTPRINT = 6'Ø

CONTECH  
**PROPOSAL**  
DRAWING

NCI  
LAYOUT 1A

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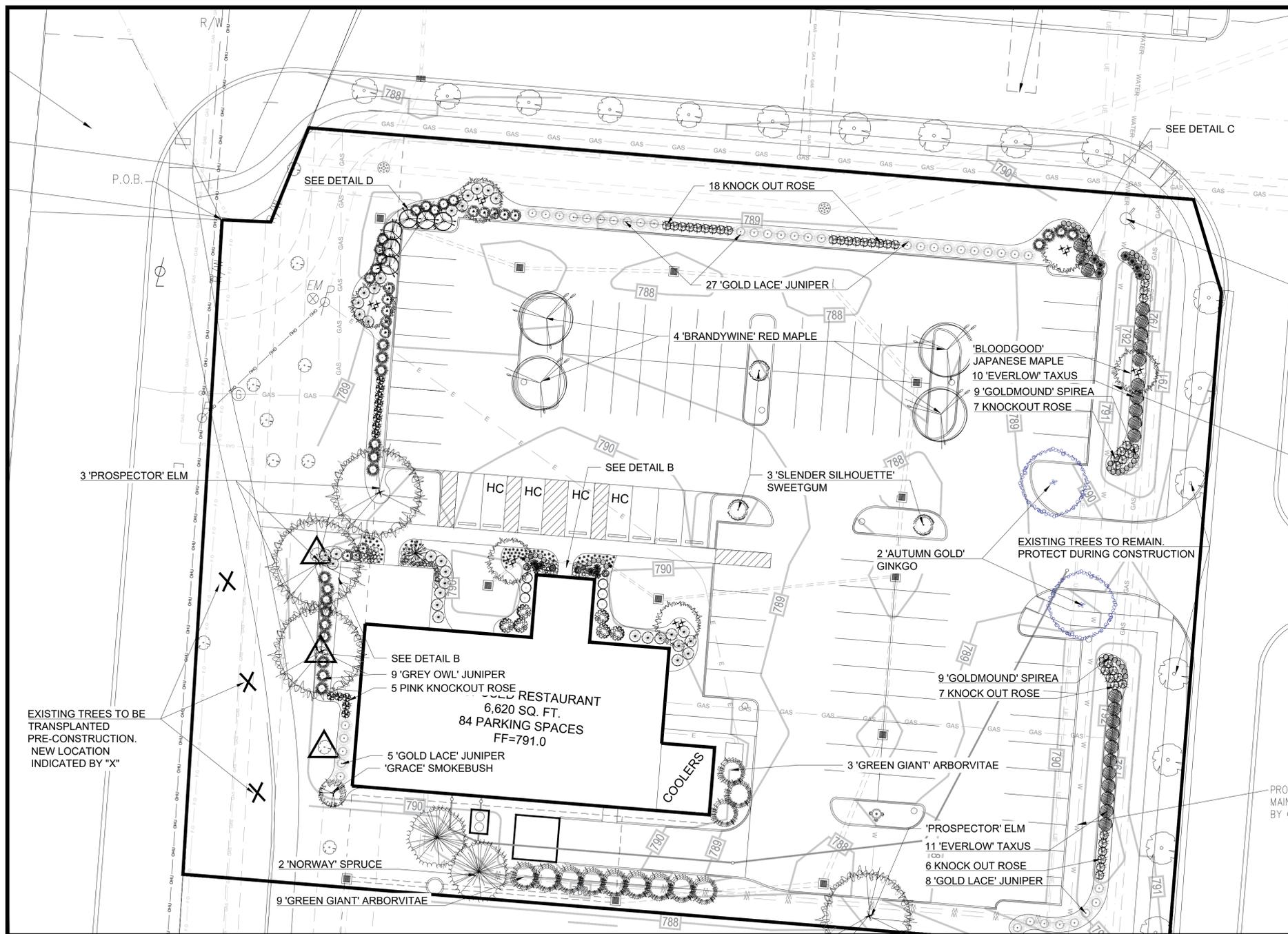
MARK	DATE	REVISION DESCRIPTION	BY

CS-5 - 634859-10  
SHOOTERS SPORTS GRILL - CANAL  
WINCHESTER, OH  
CANAL WINCHESTER, OH

**CONTECH**  
ENGINEERED SOLUTIONS LLC  
[www.ContechES.com](http://www.ContechES.com)  
7037 Ridge Road, Hanover, MD 21076  
410-790-5010 866-376-8511 FAX

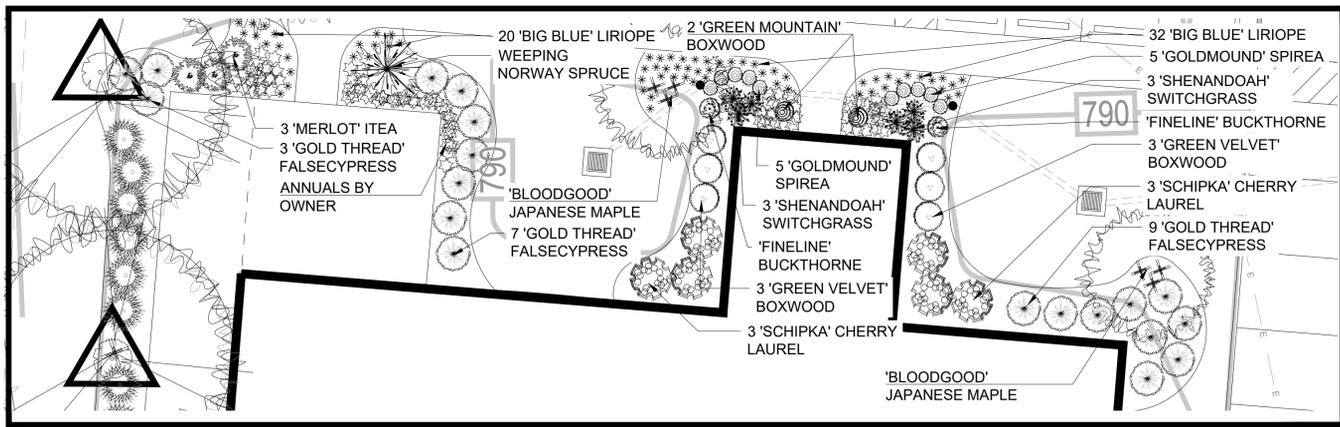
**CASCADE separator™**

DATE: 12/05/19	
DESIGNED: MAK	DRAWN: MAK
CHECKED: MAK	APPROVED: MAK
PROJECT No.: 634859	SEQUENCE No.: 10
SHEET: 1 OF 1	



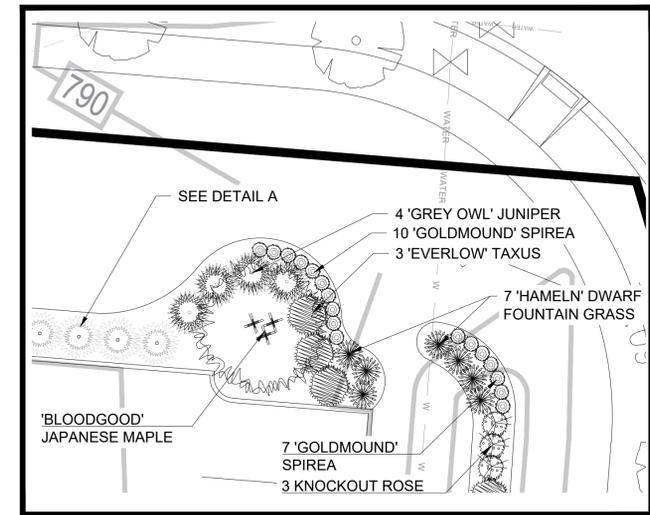
**A PLAN: VUA LANDSCAPE AND BUFFER PLANTING**

1"=20'-0"



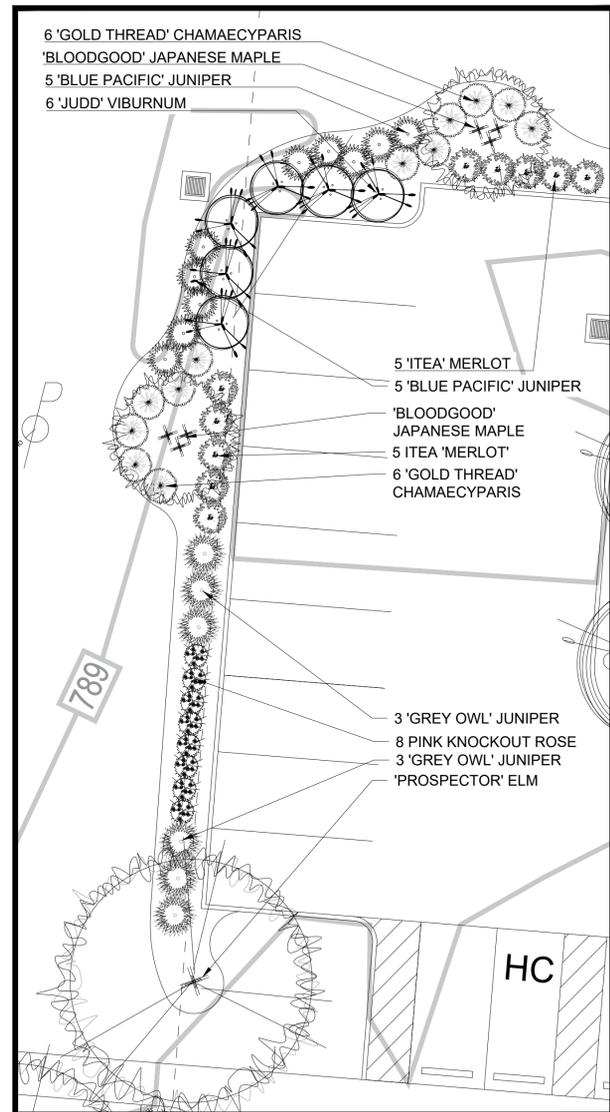
**B PLAN: BUILDING LANDSCAPE**

1"=10'-0"



**C PLAN: BUFFER PLANTING**

1"=10'-0"



**D PLAN: BUFFER PLANTING**

1"=10'-0"

\*\*\*SEED AND STRAW ALL DISTURBED AREAS\*\*\*

△ TRANSPLANT



NO.	DESCRIPTION	BY	DATE



SHOOTERS SPORTS GRILL  
 XXXX DILEY ROAD  
 CANAL WINCHESTER, OHIO 43110  
**LEESMAN ENGINEERING & ASSOC.**  
 ENGINEERING, SURVEYING, PLANNING  
 2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513.417-0420



DRAWING TITLE	
LANDSCAPE PLAN	
PROJ. NO.	DATE
SSG-CW	12.15.19
DRAWN	CHECKED
JT	GAF

DRAWING NO.  
**L1 of 2**

# SPECIFICATIONS

## GENERAL PLANTING NOTES

- \*CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES AND HAVE ALL LINES MARKED PRIOR TO COMMENCING WORK
- \*PROVIDE QUALITY, SIZE, GENUS, SPECIES, AND VARIETY OF EXTERIOR PLANTS INDICATED, COMPLYING WITH APPLICABLE REQUIREMENTS IN ANSI Z60.1, "AMERICAN STANDARD FOR NURSERY STOCK."
- \*FURNISH NURSERY-GROWN TREES AND SHRUBS COMPLYING WITH ANSI Z60.1, WITH HEALTHY ROOT SYSTEMS DEVELOPED BY TRANSPANTING OR ROOT PRUNING. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK, FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT.
- \*PROVIDE TREES AND SHRUBS OF SIZES AND GRADES COMPLYING WITH ANSI Z60.1 FOR TYPE OF TREES AND SHRUBS REQUIRED. TREES AND SHRUBS OF LARGER SIZE MAY BE USED, IF ACCEPTABLE TO LANDSCAPE ARCHITECT, WITH A PROPORTIONATE INCREASE IN SIZE OF ROOTS OR BALLS.
- \*IF FORMAL ARRANGEMENTS OR CONSECUTIVE ORDER OF TREES OR SHRUBS IS SHOWN, SELECT STOCK FOR UNIFORM HEIGHT AND SPREAD, AND NUMBER LABEL TO ASSURE SYMMETRY IN PLANTING.
- \*LABEL AT LEAST ONE TREE AND ONE SHRUB OF EACH VARIETY AND CALIPER WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTANICAL AND COMMON NAME.
- \*LANDSCAPE ARCHITECT MAY OBSERVE TREES AND SHRUBS EITHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING FOR COMPLIANCE WITH REQUIREMENTS FOR GENUS, SPECIES, VARIETY, SIZE, AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO OBSERVE TREES AND SHRUBS FURTHER FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INSECTS, INJURIES, AND LATENT DEFECTS AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.
- \*TOPSOIL SHALL BE ASTM D 5268, pH RANGE OF 5.5 TO 7, A MINIMUM OF 4 PERCENT ORGANIC MATERIAL CONTENT, FREE OF STONES 1 INCH OR LARGER IN ANY DIMENSION AND OTHER EXTRANEOUS MATERIALS HARMFUL TO PLANT GROWTH.
- \*COMPOST SHALL BE WELL-COMPOSTED, STABLE AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 100 PERCENT PASSING THROUGH ONE INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS.
- \*FERTILIZER TO BE SLOW-RELEASE, GRANULAR OR PELLETED CONSISTING OF 50 PERCENT WATER-INSOLUBLE NITROGEN, PHOSPHORUS, AND POTASSIUM IN AMOUNTS RECOMMENDED FOR TYPE OF PLANT BEING GROWN.

### PREPARATION AND PLANTING

- \*LOCATE ALL UNDERGROUND UTILITIES PRIOR TO STARTING WORK. IF A PLANT IS SHOWN ON THE PLAN WITHIN THREE FEET OF AN UNDERGROUND UTILITY, NOTIFY LANDSCAPE ARCHITECT FOR ADJUSTMENT INSTRUCTIONS.
- \*PROTECT STRUCTURES, UTILITIES, SIDEWALKS, PAVEMENTS, AND OTHER FACILITIES, AND LAWNS AND EXISTING EXTERIOR PLANTS FROM DAMAGE CAUSED BY PLANTING OPERATIONS.
- \*PROVIDE EROSION-CONTROL MEASURES TO PREVENT EROSION OR DISPLACEMENT OF SOILS AND DISCHARGE OF SOIL-BEARING RUNOFF OR AIRBORNE DUST TO ADJACENT PROPERTIES AND WALKWAYS.
- \*LAY OUT INDIVIDUAL TREE AND SHRUB LOCATIONS AND AREAS FOR MULTIPLE EXTERIOR PLANTINGS. STAKE LOCATIONS, OUTLINE AREAS, ADJUST LOCATIONS WHEN REQUESTED, AND OBTAIN LANDSCAPE ARCHITECT'S ACCEPTANCE OF LAYOUT BEFORE PLANTING. MAKE MINOR ADJUSTMENTS AS REQUIRED.
- \*TREES SHALL BE SITED IN FIELD BY LANDSCAPE ARCHITECT WHERE NOTED ON PLANS.

- \*ALL PLANTING BEDS ARE TO BE PREPARED AS FOLLOWS:
  - LOOSEN SUBGRADE TO A DEPTH OF 4 - 6". REMOVE STONES LARGER THAN 1" IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
  - SPREAD COMPOST AT A DEPTH OF 4 - 6" AND TILL WITH LOOSENED SUBGRADE, MIXING THOROUGHLY.
  - GRADE PLANTING BEDS TO A SMOOTH, UNIFORM SURFACE PLANE WITH LOOSE, UNIFORMLY FINE TEXTURE. ROLL AND RAKE, REMOVE RIDGES, AND FILL DEPRESSIONS TO MEET FINISH GRADES.
  - EDGE BEDS 3 - 4" DEEP (SEE DETAIL).
- ADDITIONAL PREPARATION FOR PERENNIAL BEDS:
  - PROVIDE A TOTAL OF 6" OF COMPOST AND 6" UNSHREDDED TOPSOIL, THOROUGHLY BLEND MIXTURE, DO NOT COMPACT. MULCH WITH MINI PINE NUGGETS, 100% COVERAGE. LANDSCAPE ARCHITECT TO OBSERVE AND APPROVE.

- \*ALL PLANTS ARE TO BE INSTALLED WITH ORGANIC BIO-TONE STARTER (A MYCORRHIZAL FUNGI STIMULANT)
- \*AND TRICHODERMA ABSORBENT GEL, PER MANUFACTURER'S SPECIFICATIONS ON INSTALLATION MEANS AND METHODS AND APPLICATION RATES.

### Type of Plants Normal Planting Dates

- Non-Container Grown, Deciduous October 1 to April 1
- Non-Container Grown, Other October 1 to May 1
- Non-Container Grown, Other October 1 to May 1
- Container Grown, All Year-Round, if suitable precautions are taken to protect the stock from extremes of moisture and temperature, if there is a doubt, obtain a variance or a performance bond

ABSOLUTELY NO PLANT SUBSTITUTIONS WITHOUT WRITTEN PERMISSION OF THE MUNICIPALITY ZONING STAFF, CLIENT REPRESENTATIVE AND/OR LANDSCAPE ARCHITECT

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE OH OR KY DEPARTMENT OF TRANSPORTATION "CONSTRUCTION AND PROJECT MANAGEMENT SPECIFICATIONS". IN THE EVENT OF A CONFLICT THE MORE STRINGENT STANDARD SHALL APPLY.

- \*NOTIFY LANDSCAPE ARCHITECT IF SUBSOIL CONDITIONS SHOW EVIDENCE OF UNEXPECTED WATER SEEPAGE OR RETENTION IN TREE OR SHRUB PITS.
- \*NOTIFY LANDSCAPE ARCHITECT IF A LIGHT FIXTURE OR OTHER UTILITY HAS BEEN BUILT WITHIN 10' OF PROPOSED TREE.
- \*ALL PLANTS ARE TO BE FERTILIZED WITH A SLOW-RELEASE FERTILIZER PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
- \*REFER TO TYPICAL PLANTING DETAILS FOR PLANT INSTALLATION.
- \*IT IS THE CONTRACTOR'S OPTION WHETHER OR NOT TO STAKE A TREE, BUT IT IS ALSO THE CONTRACTOR'S RESPONSIBILITY TO ASSURE PLANTS REMAIN IN AN UPRIGHT POSITION UNTIL THE END OF THE WARRANTY PERIOD.
- \*ALL PLANTING BEDS AND INDIVIDUAL TREES AND SHRUBS ARE TO BE MULCHED AT A DEPTH OF 3". APPLY PRE-EMERGENT HERBICIDE BEFORE MULCHING PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
- \*FOR ALL PLANT MATERIALS, PRUNE TO REMOVE DEAD OR INJURED BRANCHES ONLY, UNLESS OTHERWISE DIRECTED BY LANDSCAPE ARCHITECT.
- \*IT IS THE CONTRACTOR'S RESPONSIBILITY TO:
  - KEEP ADJACENT PAVINGS AND CONSTRUCTION CLEAN, AND MAINTAIN WORK AREA IN AN ORDERLY CONDITION, FOR DURATION OF PROJECT.
  - PROTECT EXTERIOR PLANTS FROM DAMAGE DUE TO LANDSCAPE OPERATIONS, OPERATIONS BY OTHER CONTRACTORS AND TRADES, AND OTHERS. MAINTAIN PROTECTION DURING INSTALLATION AND MAINTENANCE PERIODS, TREAT, REPAIR, OR REPLACE DAMAGED EXTERIOR PLANTING.
  - REMOVE SURPLUS SOIL AND WASTE MATERIAL, INCLUDING EXCESS SUBSOIL, UNSUITABLE SOIL, TRASH, AND DEBRIS, AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.

- \*CONTRACTOR SHALL PROVIDE OWNER WITH A WRITTEN WARRANTY FOR LABOR AND MATERIAL.
- \*CONTRACTOR SHALL WARRANT EXTERIOR PLANTS AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH, EXCEPT FOR DEFECTS RESULTING FROM LACK OF ADEQUATE MAINTENANCE, NEGLECT OR ABUSE BY OWNER, OR INCIDENTS THAT ARE BEYOND CONTRACTOR'S CONTROL.
- \*WARRANTY SHALL INCLUDE SPECIFIC WARRANTY PERIODS FOR TREES AND SHRUBS, SEED INSTALLATION, GROUND COVERS, AND OTHER EXTERIOR PLANTS.
- \*SERVICES PROVIDED BY WARRANTY SHALL INCLUDE:
  - MAINTAINING UPRIGHT POSITION OF EXTERIOR PLANTINGS DURING WARRANTY PERIOD.
  - IMMEDIATE REMOVAL OF DEAD EXTERIOR PLANTS AND IMMEDIATE REPLACEMENT, UNLESS REQUIRED TO PLANT IN THE SUCCEEDING PLANTING SEASON.
  - REPLACEMENT OF EXTERIOR PLANTS THAT ARE MORE THAN 25 PERCENT DEAD OR IN UNHEALTHY CONDITION AT END OF WARRANTY PERIOD.
- \*WARRANTY SHALL BE LIMITED TO ONE REPLACEMENT OF EACH EXTERIOR PLANT, EXCEPT FOR LOSSES OR REPLACEMENTS DUE TO FAILURE OF CONTRACTOR TO COMPLY WITH REQUIREMENTS.
- \*PERFORM A SOIL TEST FOR SEED NEEDS, AND FERTILIZE AS REQUIRED FOR SUCCESSFUL GERMINATION.
- \*TILL AREA TO BE SEED TO A DEPTH OF 4". RAKE TILLED AREA TO REMOVE DEBRIS 1" OR LARGER IN SIZE THAT HAS BEEN BROUGHT TO THE SURFACE DURING TILLING.
- \*SEED WITH APPROPRIATE MIXTURE AT THE MANUFACTURER'S WRITTEN RECOMMENDED RATE.
- \*RAKE SEED LIGHTLY INTO TOP OF TOPSOIL, ROLL LIGHTLY, AND WATER WITH FINE SPRAY.
- \*PROTECT SEEDED AREAS WITH SLOPES EXCEEDING 1:6 AND/OR SWALES/AREAS OF HIGHER WATER FLOW WITH EROSION-CONTROL FIBER MESH INSTALLED AND STAPLED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS.
- \*SEED CONTRACTOR SHALL IDENTIFY THESE POTENTIAL AREAS OF EROSION AND PROVIDE MEANS TO MITIGATE SUCH.
- \*PROTECT ALL OTHER SEEDED AREAS BY SPREADING STRAW MULCH AT A UNIFORM RATE OF 2 TONS PER ACRE TO FORM A CONTINUOUS BLANKET 1-1/2" IN LOOSE DEPTH OVER.
- \*SEED INSPECTION SHALL BE PERFORMED TO WARRANT A 90% GERMINATION, YIELDING 80% OPACITY WITHIN 90 DAYS OR INSTALLATION.
- \*SEED ONLY AS THE WEATHER AND TEMPERATURE ALLOWS FOR SUCCESS.

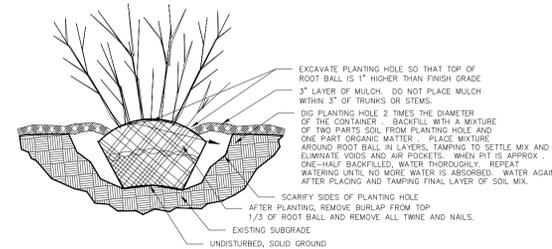
MULCH TO BE FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS. GRADE A MATERIALS APPLY TO 100 PERCENT OPACITY TO LAST 7 MONTHS WITHOUT ANY ADDITIONAL TOP DRESSING. DEPTH WILL VARY DEPENDING ON PRODUCT INSTALLED. TYPICALLY 3" DEPTH

- PROVIDE CLIENT OR CLIENT REPRESENTATIVE WITH PRICE AND A SAMPLE OF THE FOLLOWING OPTIONS:
- LONG LASTING DYED BLACK MULCH DOUBLE SHREDDED
  - DYED BROWN MULCH DOUBLE SHREDDED
  - DOUBLE SHREDDED HARDWOOD BLEND
  - CYPRESS MULCH
  - MINI PINE NUGGET
  - MINI PINE FINES
  - PINE STRAW
  - PREMIUM WOOD CHIP
  - WOOD CHIP

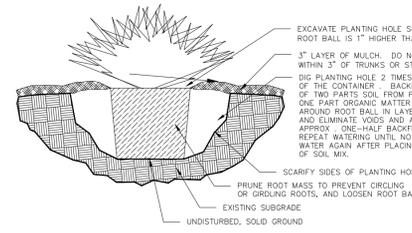
PROVIDE CLIENT WITH QNT MULCH PROVIDED \_\_\_\_\_ CUBIC YARDS

PROVIDE CLIENT WITH QNT OF COMPOST PROVIDED \_\_\_\_\_ CUBIC YARDS

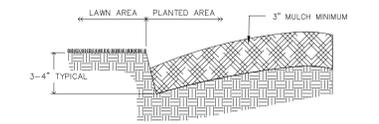
PROVIDE CLIENT WITH QUANTITY OF TOPSOIL PROVIDED \_\_\_\_\_ CUBIC YARDS



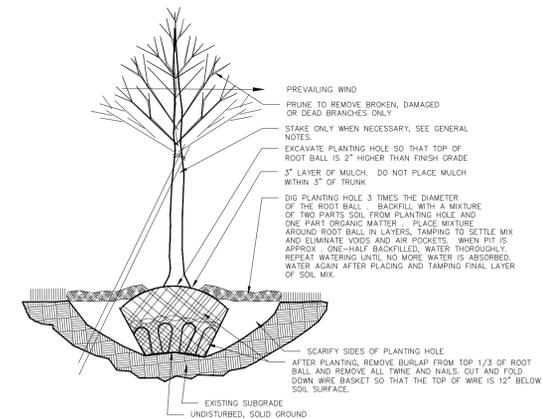
PLANTING DETAIL : BALLED AND BURLAPPED SHRUB  
NOT TO SCALE



PLANTING DETAIL : CONTAINERIZED PLANTS  
NOT TO SCALE



PLANTING DETAIL : BED EDGE  
NOT TO SCALE



PLANTING DETAIL : BALLED AND BURLAPPED TREE  
NOT TO SCALE

## SHOOTERS CANAL WINCHESTER

### PLANT KEY

12.15.19

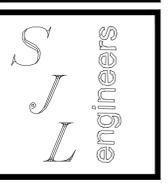
QNT	SIZE	COMMON	BOTANICAL
4	2 in	Brandywine Red Maple	Acer rubrum 'Brandywine'
2	2 in	Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'
3	2 in	Sweetgum slender silhouette	Liquidambar styraciflua 'Slender Silhouette'
4	2 in	Prospector Elm	Ulmus wilsoniana 'Prospector'
6	1.5"	Japanese Bloodgood Maple	Acer palmatum 'Bloodgood'
2	5'	Norway Spruce	Picea abies
1	6'-7'	Norway Weeping Spruce	Picea abies var. pendula
12	5'	Green Giant Arborvitae	Thuja plicata 'Green Giant'
1	5 gal	Grace Smokebush	Cotinus coggygia 'Grace'
13	18"	Merlot Itea	Itea virginica 'Merlot'
2	5 gal	Fine Line Buckthorn	Rhamnus frangula 'Fine Line'
13	18"	Double Knock Out Rose	Rosa 'Double Knock Out'
41	18"	Knock Out Rose	Rosa 'Knock Out'
45	18"	Gold Mound Spirea	Spiraea japonica 'Gold Mound'
6	5 gal	Judd Viburnum	Viburnum x Judd
2	24 in	Green Mountain Boxwood	Buxus x 'Green Mountain'
6	15-18 in	Green Velvet Boxwood	Buxus x 'Green Velvet'
31	18"	Gold Thread Falsecypress	Chamaecyparis pisifera 'Filifera Aurea'
40	18"	Gold Lace Juniper	Juniperus chinensis 'Gold Lace'
10	3 gal	Blue Pacific Juniper	Juniperus conferta 'Blue Pacific'
19	18"	Grey Owl Juniper	Juniperus virginiana 'Grey Owl'
6	3 gal	Otto Luyken Cherrylaurel	Prunus laocerasus 'Otoot Luyken'
24	18"	Dense Yew	Taxus x media 'Densiformis'
6	3 gal	Shenandoah Switch Grass	Panicum virgatum 'Shenandoah'
7	2 gal	Hamelin Dwarf Fountain Grass	Pennisetum alopecuroides 'Hamelin'
67	1 gal	Big Blue Lily Turf	Liriope muscari 'Big Blue'

NO.	DESCRIPTION	BY	DATE



SHOOTERS SPORTS GRILL  
XXXX DILEY ROAD  
CANAL WINCHESTER, OHIO 43110

LEESMAN ENGINEERING & ASSOC.  
ENGINEERING, SURVEYING, PLANNING  
2720 TOPIC HILLS, CINCINNATI, OHIO 45248 513.417-0420



### DRAWING TITLE

LANDSCAPE PLAN

PROJ. NO.	DATE
SSG-CW	12.15.19
DRAWN	CHECKED
JT	GAF

### DRAWING NO.

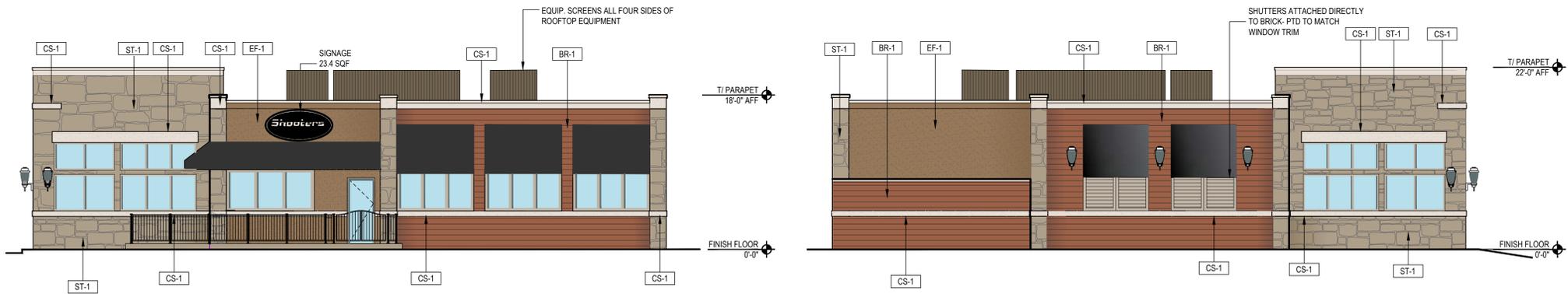
L2 of 2



**H1 SIDE ELEVATION- LEFT**  
SCALE: 1/8" = 1'-0"



**D1 SIDE ELEVATION- RIGHT**  
SCALE: 1/8" = 1'-0"



**A1 FRONT ELEVATION**  
SCALE: 1/8" = 1'-0"

**A7 REAR ELEVATION**  
SCALE: 1/8" = 1'-0"

**MATERIAL SQUARE FOOTAGE CHART**

Elevation	Total Square Footage	Brick	EIFS	Glass	Stone
LEFT ELEVATION	2062 SQF	446 SQF = 21.6%	236 SQF = 11.2%	1408.18 SQF = 68.29%	
FRONT ELEVATION	1451 SQF	886 SQF = 61%	243.3 SQF = 17%	321.7 SQF = 22.3%	
RIGHT ELEVATION	2019 SQF	1174 SQF = 58.14%	571 SQF = 28.2%	274 SQF = 13.6%	
REAR ELEVATION	1477.4 SQF	1154.54 SQF = 78%	209 SQF = 14.2%	113.6 SQF = 7.6%	

**FINISH SCHEDULE**

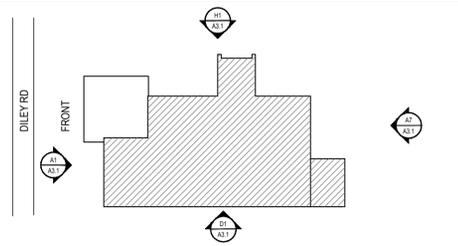
- BR-1** GLEN-GERY MEDALIA COLLECTION ROSEWOOD "MODULAR" (3 COURSES =8")  
• COLOR: DARK RED TO BROWN
- EF-1** EXTERIOR INSULATION AND FINISH SYSTEM:  
• DRYVIT OR EQUAL  
• SAND FINISH TO BE APPROVED BY OWNER/ARCHITECT  
• COLOR TO MATCH BRICK
- CS-1** CAST STONE  
• GLEN-GERY LANDMARK STONE OR EQUAL  
• COLOR: BUFF  
• METAL CAP TO MATCH STONE COLOR  
• SAMPLE TO BE APPROVED BY OWNER/ARCHITECT
- ST-1** CULTURED STONE:  
• GLEN-GERY LANDMARK STONE OR LOCAL EQUAL  
• COLOR: TAN/BROWN TO BE APPROVED BY OWNER/ARCHITECT

NOTE: FOR CORNER CONDITIONS- USE PRE MANUFACTURED CORNER PEICES

**EXTERIOR LIGHTING SCHEDULE**

- EXTERIOR WALL SCONCE  
MANUF: KICHLER TOWNHOUSE BLACK 27" H OUTDOOR  
SCONCE, SIZE: 27"H X 9 1/2" X 10 1/2"
- ARCHITECTURAL WALL PACK  
MANUF: ECONOLIGHT, LED FULL CUT OFF  
E-WP503

**KEY PLAN**



**ROOFTOP EQUIPMENT SCREENS**



**SHOOTERS SPORTS GRILL**  
8300 MEIJER DR  
CANAL WINCHESTER  
OH

PROJECT NO: 19025

**ISSUANCES**

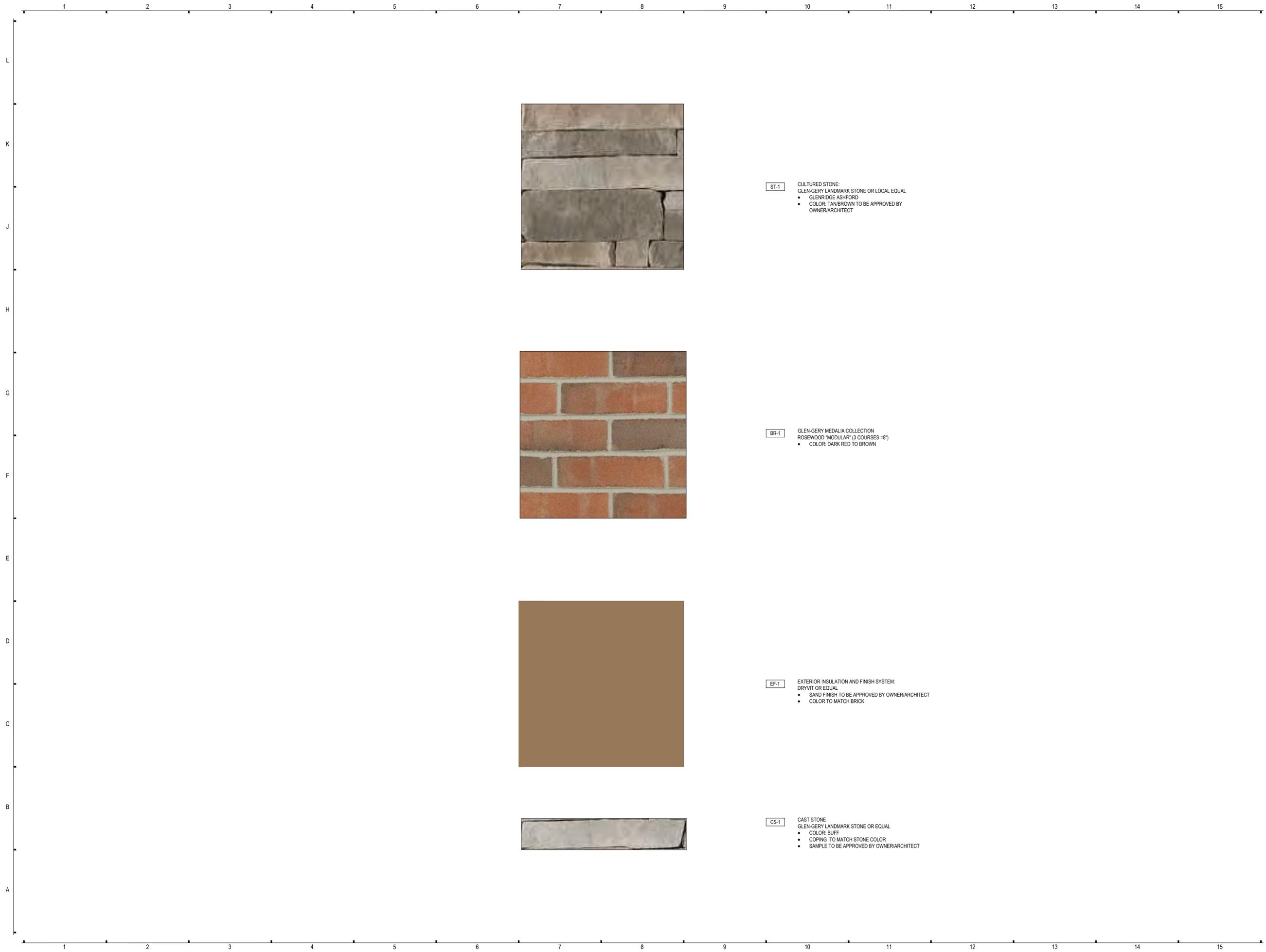
01-31-2020 - ZONING

OPEN ARCHITECTURE, INC.

**EXTERIOR ELEVATIONS**

DRAWN BY: OA  
REVIEWED BY: GK

**ZE-1**



**ST-1** CULTURED STONE:  
 GLEN-GERY LANDMARK STONE OR LOCAL EQUAL  
 • GLENRIDGE ASHFORD  
 • COLOR: TAN/BROWN TO BE APPROVED BY OWNER/ARCHITECT



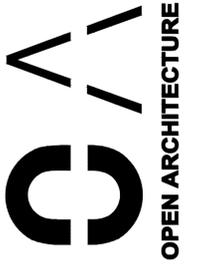
**BR-1** GLEN-GERY MEDALIA COLLECTION  
 ROSEWOOD "MODULAR" (3 COURSES -8")  
 • COLOR: DARK RED TO BROWN



**EF-1** EXTERIOR INSULATION AND FINISH SYSTEM:  
 DRYVIT OR EQUAL  
 • SAND FINISH TO BE APPROVED BY OWNER/ARCHITECT  
 • COLOR TO MATCH BRICK



**CS-1** CAST STONE  
 GLEN-GERY LANDMARK STONE OR EQUAL  
 • COLOR: BUFF  
 • COPING TO MATCH STONE COLOR  
 • SAMPLE TO BE APPROVED BY OWNER/ARCHITECT



**SHOOTERS SPORTS GRILL**

8300 MEYER DR  
 CANAL WINCHESTER  
 OH

PROJECT NO: 19025

ISSUANCES

01-31-2020 - ZONING

OPEN ARCHITECTURE, INC.

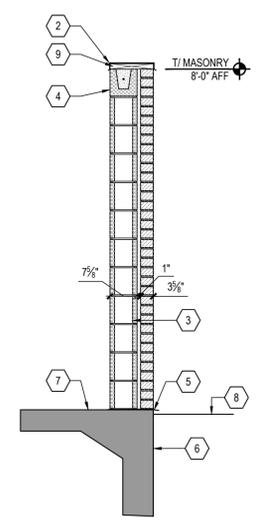
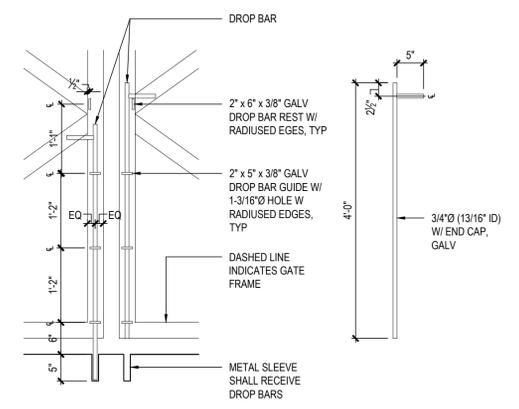
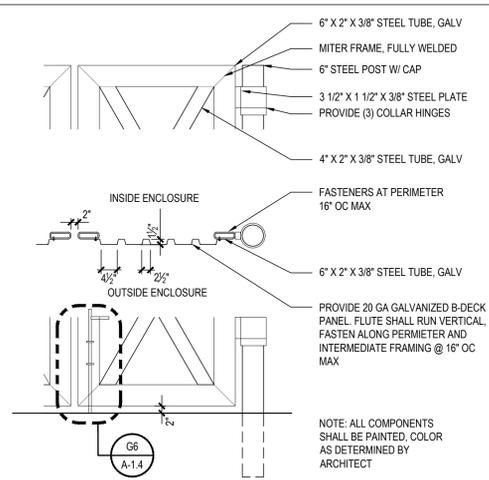
EXTERIOR MATERIALS

DRAWN BY: OA  
 REVIEWED BY: GK

**ZE-2**



**GATE HARDWARE:**  
 A. PROVIDE (2) 1-3/8" INDUSTRIAL DROP BARS, (2) 1-5/8" GUIDES & ALL REQUIRED NUTS & BOLTS. DRILL CONCRETE TO RECEIVE METAL SLEEVE. METAL SLEEVE TO ACCOMMODATE INDUSTRIAL DROP BARS. CONTACT EME FENCE CO. (513)231-7640  
 B. (3) ROTATING STEEL COLLAR TO FIT AROUND PIPE - FILL CAVITY WITH HEAVY DUTY GREASE. POST AND COLLAR TO BE PAINTED  
 C. EVERBOLT HEAVY DUTY GATE FLUID CATCH MODEL #20474  
 COLOR: BLACK



**GENERAL NOTES**

- SEE FOUNDATION PLAN FOR FOUNDATION WALLS AND FOOTINGS LAYOUT AND CONCRETE SLAB RELATED INFORMATION
- DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD.
- REFER TO CIVIL DRAWINGS FOR COORDINATION AND PLACEMENT

**KEY NOTES**

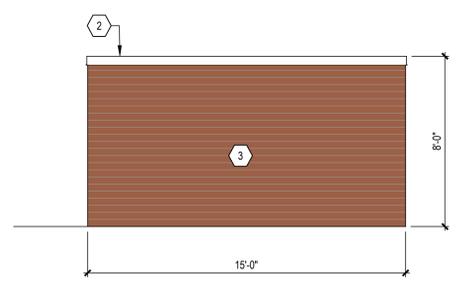
- TRASH ENCLOSURE W/ METAL GATE. GATE AND POSTS PAINTED TO MATCH BRICK. REFER TO DETAIL G1/A-1.4.
- METAL COPING, PAINTED TO MATCH ADJACENT BRICK
- 8" CONCRETE BLOCK WITH 1" AIRSPACE AND 3-5/8" FACE BRICK. REFER TO SECTION G10/A-1.4 FOR DETAILS.
- CONTINUOUS BOND BEAM- REFER TO STRUCTURAL
- "BLOK-FASH" THRU WALL MASONRY FLASHING SYSTEM AS SHOWN AND AS INDICATED IN DRAWINGS AND SPECIFICATIONS.
- FOUNDATION- REFER TO STRUCTURAL
- CONCRETE FLOOR SLAB- REFER TO STRUCTURAL
- GRADE- REFER TO CIVIL DRAWINGS
- PRESSURE TREATED SOLID WOOD BLOCKING

**NOTE:**  
 REMOTE DUMPSTER  
 LOCATION. REFER TO CIVIL  
 DRAWINGS FOR LOCATION

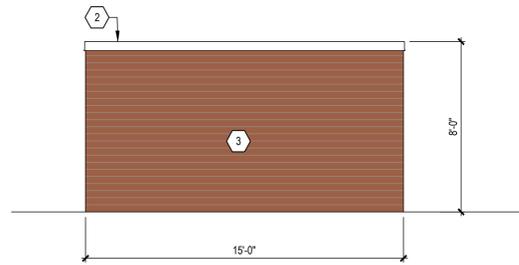
**G1**  
 SCALE: 1/2" = 1'-0"  
**Dumpster Enclosure Gate Detail**

**G6**  
 SCALE: 3/4" = 1'-0"  
**Cane Bolt Detail**

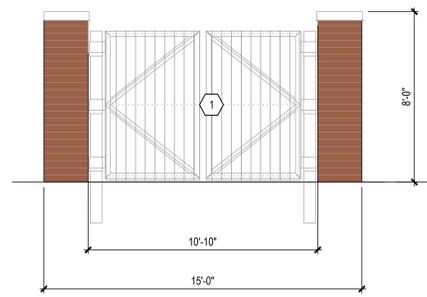
**G10**  
 SCALE: 1/2" = 1'-0"  
**Wall Section**



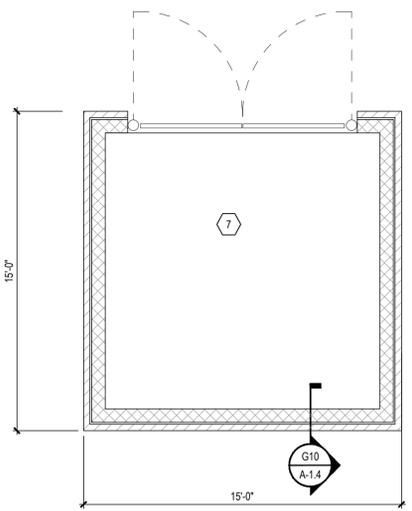
**D1**  
 SCALE: 1/4" = 1'-0"  
**Dumpster Side Elevation Left/Right**



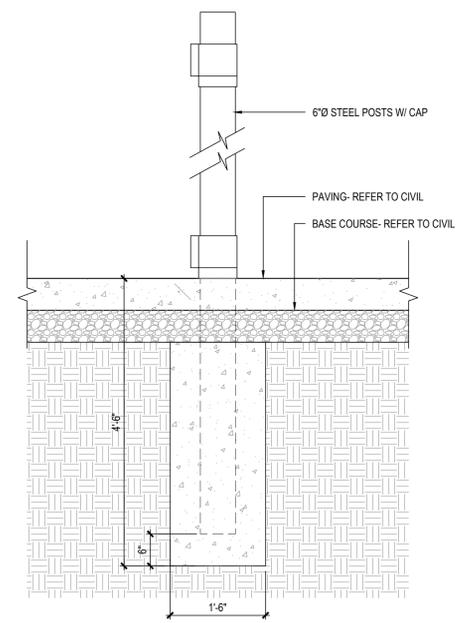
**D5**  
 SCALE: 1/4" = 1'-0"  
**Dumpster Rear Elevation**



**A1**  
 SCALE: 1/4" = 1'-0"  
**Dumpster-Front**



**A5**  
 SCALE: 1/4" = 1'-0"  
**Dumpster Plan**



**A10**  
 SCALE: 3/4" = 1'-0"  
**Steel Posts**



**SHOOTERS SPORTS GRILL**

8300 MEIJER DR  
 CANAL WINCHESTER  
 OH

PROJECT NO: 19025

**ISSUANCES**

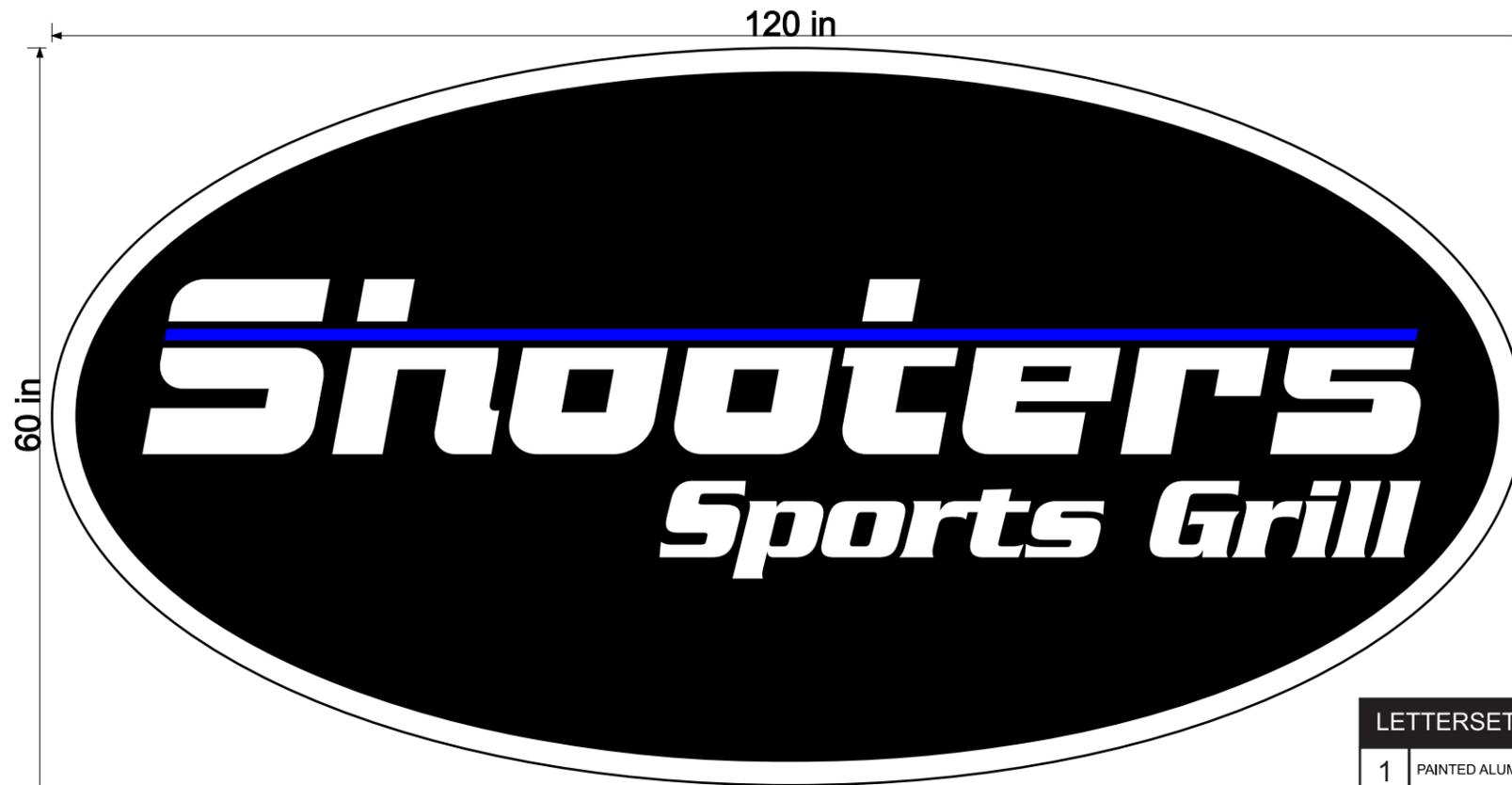
01-31-2020 - ZONING

OPEN ARCHITECTURE, INC.

**ENLARGED DUMPSTER PLAN AND DETAILS**

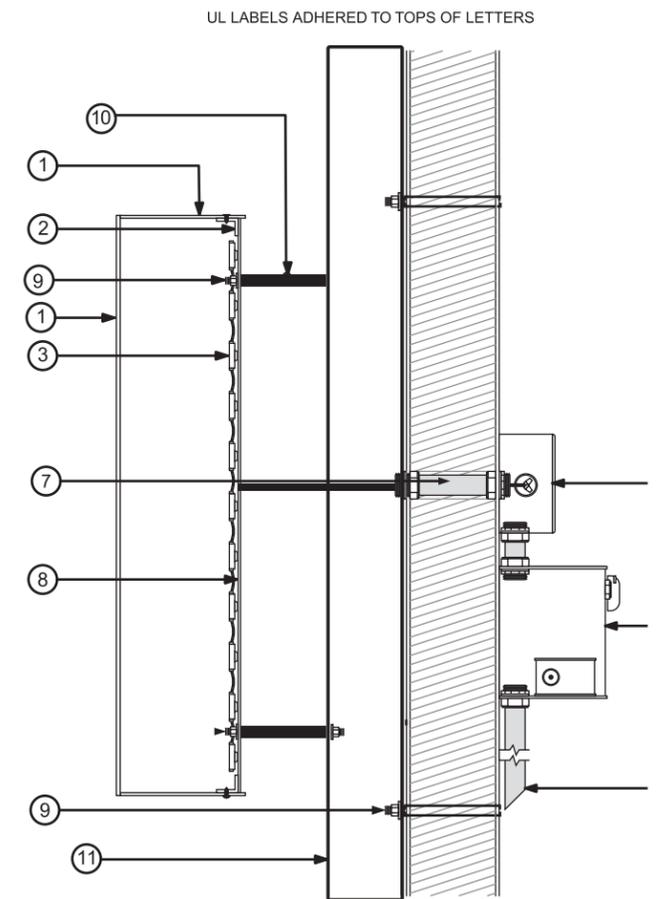
DRAWN BY: SP  
 REVIEWED BY: ERC/KCB

**ZE-4**



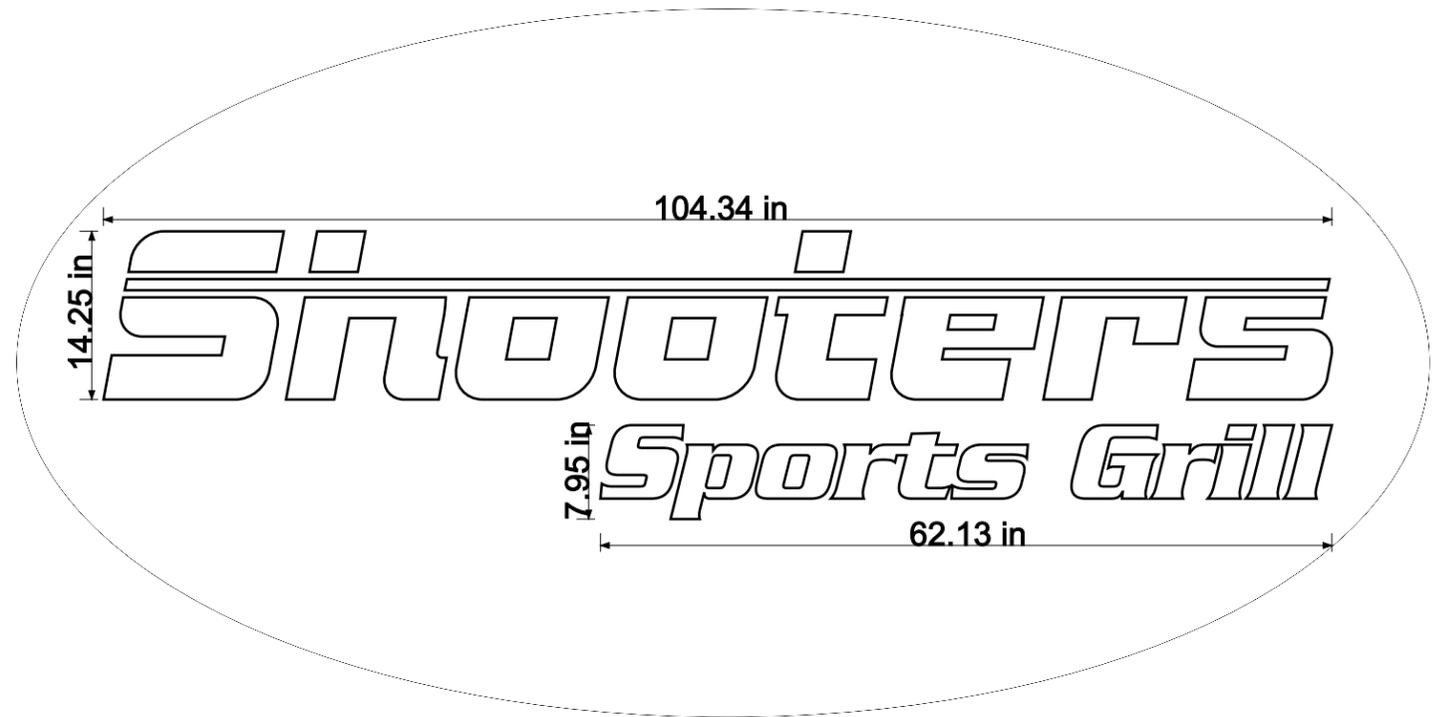
building left

LETTERSET SPECIFICATIONS	
1	PAINTED ALUMINUM 3" RETURN AND FACE
2	BACKER MOUNTING CLIP: L-CLIP RIVETED TO BACKER
3	LED UNITS (WHITE)
4	UL LISTED HOUSING SECONDARY WIRING SPLICE POINT (WHEN NEEDED)
5	UL LISTED HOUSING CONTAINING POWERSUPPLY* DISCONNECT SWITCH FOR DEDICATED PRIMARY POWER CIRCUIT
6	PRIMARY POWER CIRCUIT (PROVIDED BY OTHERS) TO BE PLACED WITHING 3 FT OF SIGN
7	CONDUIT: SECONDARY ELECTRIC RUN
8	CLEAR BACKER: MODUALES MOUNTED DIRECT
9	MOUNTING HARDARE : VARIES ON FACADE TYPE AND SUPPORT STRUCTURE
10	1-1/2" BLACK SPACERS
11	2" METAL BACKER



BP HALO LIT LETTER SECAION  
SCALE: NTS

building left

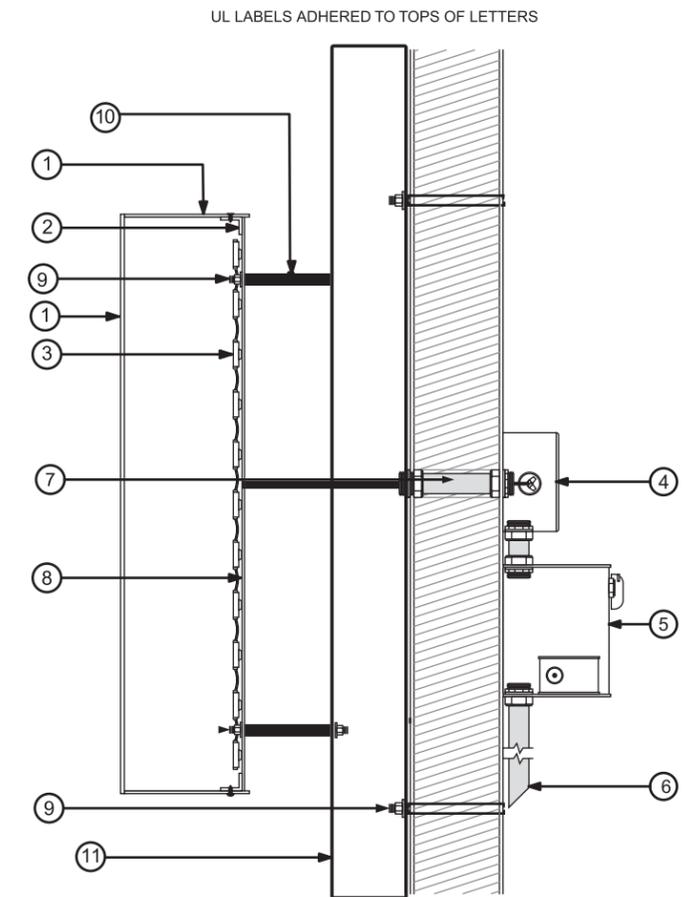


HALO LIT LETTERING AND BORDER



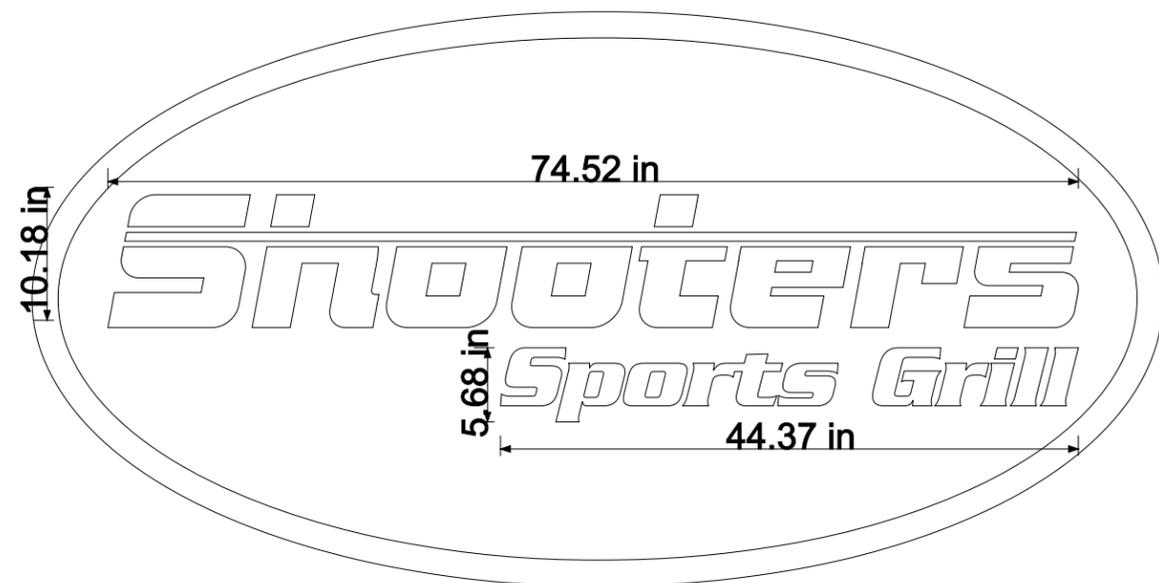
building front

LETTERSET SPECIFICATIONS	
1	PAINTED ALUMINUM 3" RETURN AND FACE
2	BACKER MOUNTING CLIP: L- CLIP RIVETED TO BACKER
3	LED UNITS (WHITE)
4	UL LISTED HOUSING SECONDARY WIRING SPLICE POINT (WHEN NEEDED)
5	UL LISTED HOUSING CONTAINING POWERSUPPLY* DISCONNECT SWITCH FOR DEDICATED PRIMARY POWER CIRCUIT
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8	CLEAR BACKER: MODUALES MOUNTED DIRECT
9	MOUNTING HARDARE : VARIES ON FACADE TYPE AND SUPPORT STRUCTURE
10	1-1/2" BLACK SPACERS
11	2" METAL BACKER



BP HALO LIT LETTER SECAION  
SCALE: N.T.S.

building front



HALO LIT LETTERING AND BOARDER

# Townhouse 1 Light Wall Light Black

9788BK (Black)

Project Name: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Qty: \_\_\_\_\_  
 Comments: \_\_\_\_\_



## Certifications/Qualifications

Location Rating	CSA UL Listed Wet
	<a href="http://www.kichler.com/warranty">www.kichler.com/warranty</a>

## Dimensions

Base Backplate	4.50 X 5.25
Extension	6.50"
Weight	2.15 LBS
Height from center of Wall opening (Spec Sheet)	2.75"
Height	11.75"
Width	6.50"

## Mounting/Installation

Interior/Exterior	Exterior
Mounting Style	Wall Mount
Mounting Weight	2.15 LBS

## Primary Lamping

Lamp Included	Not Included
Lamp Type	A19
Light Source	Incandescent
Max or Nominal Watt	100W
# of Bulbs/LED Modules	1
Socket Type	Medium
Socket Wire	150

## Product/Ordering Information

SKU	9788BK
Finish	Black
Style	Traditional
UPC	783927165846

## Specifications

Diffuser Description	Clear Beveled
Material	CAST ALUMINUM

## Additional Finishes



Black



Tannery Bronze

### Kichler

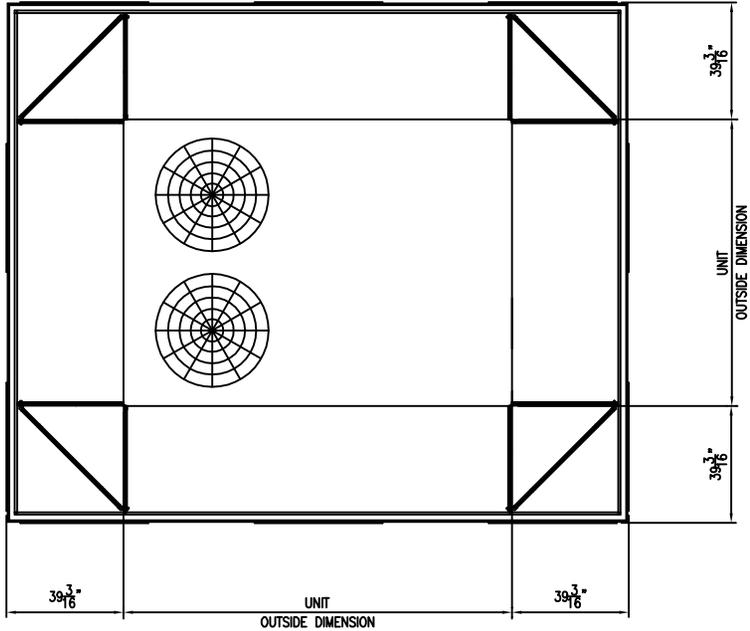
7711 East Pleasant Valley Road Cleveland, Ohio 44131-8010  
 Toll free: 866.558.5706 or kichler.com

### Notes:

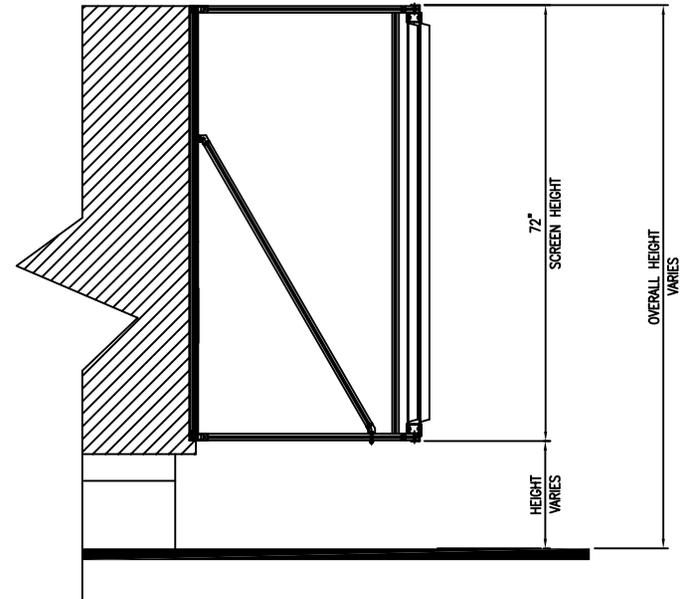
- 1) Information provided is subject to change without notice. All values are design or typical values when measured under laboratory conditions.
- 2) Incandescent Equivalent: The incandescent equivalent as presented is an approximate number and is for reference only.

**KICHLER**®

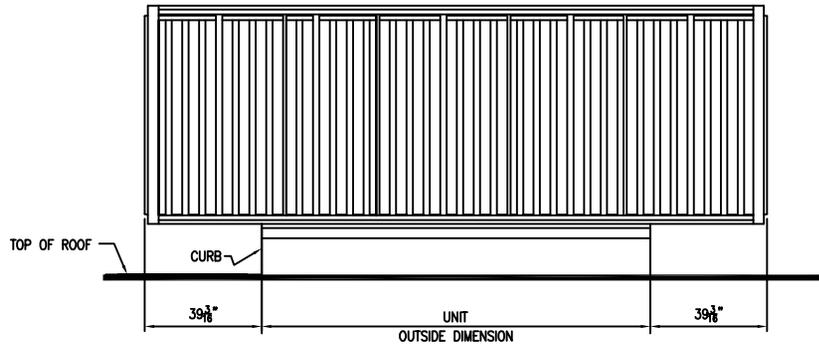
70" VERTICAL STYLE ENVISOR  
FOOTPRINT



70" VERTICAL STYLE ENVISOR  
SECTION



70" VERTICAL STYLE ENVISOR  
ELEVATION



NOTE: The Screen System shown corresponds to a typical construction of the Envisor 70" Vertical Style using Flat Rib Panels. This drawing is intended to illustrate general dimensions of the Envisor System when installed on an average Roof Top Unit. Dimensions and specifications of the system can vary depending on the RTU's location to each other and performance characteristics.

**cityscapes**  
architectural innovations

4200 LYMAN COURT  
HILLIARD, OH (614) 850-2549

THIS IS AN ORIGINAL UNPUBLISHED DRAWING SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY CITYSCAPES INTERNATIONAL INCORPORATED IT IS NOT TO BE REPRODUCED, EXHIBITED, OR FABRICATED IN ANY FASHION WITHOUT PERMISSION FROM AN AUTHORIZED OFFICER OF THE COMPANY.

PROJECT DESCRIPTION ENVISOR 70" VERTICAL STYLE		REVISION REF.# AND DATE		SCALE 3/16" = 1'
PROJECT DESCRIPTION GENERAL SPECIFICATIONS		PAS 02/05/04		SHEET 1 OF 1
CLIENT	CONTACT PERSON	WORK ORDER #		DRAWN BY PAS
ADDRESS	CITY	STATE	ZIP	CHECKED BY
JOBSITE LOCATION				DATE FILE CREATED 02/05/04
ADDRESS	CITY	STATE	ZIP	DWG FILE # 100039



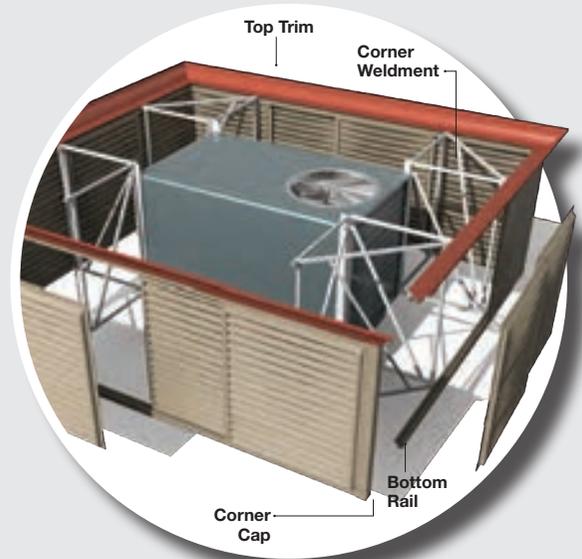
**REGIONAL GROCERY CHAIN**  
• 52"/35" Stacked Louver & 52" Louver  
• Color: Rancho Red

**envisor**<sup>®</sup>

## Innovative Rooftop Screens

Attractive, code-compliant and long lasting, Envisor equipment screens offer affordable, elegant, customized screening solutions that blend into the overall design, all with no rooftop penetration. Our patented roof screen system provides practical solutions for municipal screening requirements of HVAC units, chillers, air handlers, power exhausts, roof stacks and communication equipment. You name it, we can screen it!

- **Zero Rooftop Penetration**
- **ABS or Metal**
- **Sliding Panels for Easy Service Access**



U.S. Patent No. 5,664,384  
U.S. Patent No. 7,000,362  
U.S. Patent No. 7,707,798

**cityscapes**<sup>®</sup>  
architectural innovations



**COMMERCIAL OFFICE SPACE**  
• 52" Louver panel with Band style top trim  
• Color: Almond

**THE LEADING ROOF  
SCREEN CHOICE OF  
ARCHITECTS, BUILDING  
OWNERS AND  
CONTRACTORS FOR  
MORE THAN 20 YEARS.**



**CHURCH OFFICE**  
• 52" Louver panel with Cove top trim  
• Color: Custom color match



**NATIONAL RETAILER**  
• 70" Louver panel with Step 2 top trim  
• Color: Alabaster

## DESIGN OPTIONS

Envisor screens are the perfect alternative to parapet walls and they satisfy even the strictest screening code requirements. Both styles feature our patented attachment method, which secures our screens directly to the equipment with no rooftop penetration. Post mounted option is also available. Screen heights are available to shield virtually anything you desire.

**VERTICAL**



Available in ABS or metal

**CANTED**



Available in ABS only

**POST MOUNT**



Available in ABS or metal

## PANEL STYLES

Panels are available in ten standard styles, allowing you to match or coordinate with the building design. The panels are constructed of thermoformed, high-impact ABS with a co-extruded UV protective layer on both sides or choose one of our metal series options in a variety of thicknesses and finishes. The panels are held firmly in place using a rust-free, double tracked aluminum rail system. This enables the panels to slide side-to-side for easy access to the unit during servicing and maintenance.

### ACRYLICAP<sup>®</sup>



LOUVER



HORIZONTAL RIB



BRICK



PAN



FOREST



BATTEN



7.2 RIB



VERTICAL RIB

### METAL



7.2 RIB



PAN



7.2 RIB VERTICAL

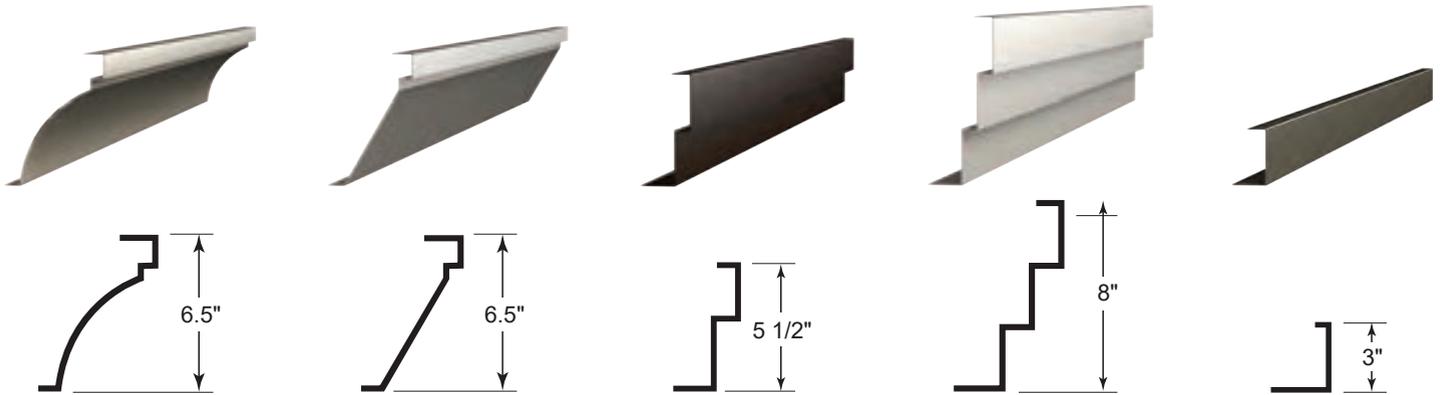


PERFORATED METAL

***Don't see a panel that fits your project?***  
*Tell us and we'll make one that you design. (Mold fee may apply)*

## TOP TRIM STYLES

OPTIONAL — Decorative top trim options offer the flexibility to further customize the elegant appearance of the screens by picking up building design elements and incorporating those details into the screen. Although optional, they offer one more way to make screens part of the design, not part of the problem. *Prices vary by style.*



## COLORS

Our designer colors complement most architectural applications, but don't let standard colors limit your creativity. We have the ability to match any cross-referenced color specifications. Send us samples to match. We've even matched a color to a rock! Colors are approximations. Please call for actual samples.



*Need a custom color? Provide a Sherwin Williams or PMS code and we can color match.*

***Speak to a project manager about our Envisor accessories, including lighting kits and more.***

**ORDINANCE NO. 20-010**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR GENERAL UTILITY PURPOSES FROM THE MOUNTAIN AGENCY, LLC.**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for general utility purposes for future water and sanitary sewer services to properties located along US 33;

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 accept on behalf of the City of Canal Winchester an easement for general utility purposes, as more fully described in the Easement for General Utility Purposes attached hereto as Exhibit A and incorporated herein by reference

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

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

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

ATTEST \_\_\_\_\_

\_\_\_\_\_  
MAYOR

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

## **Exhibit A**

### **EASEMENT FOR GENERAL UTILITY PURPOSES**

THE MOUNTAIN AGENCY, LLC, an Ohio limited liability company (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter "Grantee"), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to the CITY OF CANAL WINCHESTER, its successors and assigns forever, the right and easement to construct, install, operate, repair, replace, relocate, inspect and maintain utility lines, together with all appurtenances incidental thereto, including but not limited to hydrants and manholes (the "Utility Purposes"), and the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the property of the Grantor (the "Easement Area"), as described with more particularity in the legal description and accompanying survey plat attached hereto as Exhibits A and A-1 and incorporated herein by reference.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the easement.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have the right to use the easement for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted. Specifically, Grantor shall have the right to install paving, lighting, landscaping, drainage, and other improvements within the Easement Area provided that such installations and activities related thereto do not adversely affect or impair Grantee's use of, or rights of ingress and egress at all reasonable times to, the Easement Area for the General Utility Purposes.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation, operation, repair,

replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the Easement Area, to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such Easement Area and rights-of-way; provided, however, that Grantee shall have no obligation to restore paving, lighting, landscaping, drainage, or other improvements installed in the Easement Area by Grantor subsequent to this grant of easement.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

The term "Grantor" shall include singular and plural, masculine and feminine, individuals, corporations, partnerships and associations, and the heirs, assigns, administrators, executors and successors of all of them.

Grantee, for itself, its successors, and assigns, acknowledges that this Easement for General Utility Purposes is subject to the channel change easement held by the State of Ohio and of record in the Office of the Franklin County Recorder, D.B. 2370, Page 183, and the easement for channel change purposes held by the State of Ohio and of record in the Office of the Franklin County Recorder, D.B. 2390, Page 592.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this 24<sup>th</sup> day of January, 2020.

THE MOUNTAIN AGENCY, LLC

By:   
Its: Vice-President

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, personally appeared Scott Bristow, an authorized representative of THE MOUNTAIN AGENCY, LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 24<sup>th</sup> day of January, 2020.

  
Notary Public

*This instrument prepared by:*  
*Thaddeus M. Boggs, Esq.*  
*Frost Brown Todd LLC*  
*10 W. Broad Street, Ste. 2300, Columbus, Ohio 43215*  
*Columbus, Ohio 43215*

BRIAN E. McNAIR, Attorney at Law  
Notary Public, State of Ohio  
My Commission has no expiration date  
Section 147.03 Q. R. C.

January 13, 2020

**DESCRIPTION OF A UTILITY EASEMENT  
ALONG U.S. RTE. 33 AND EAST OF RAGER ROAD,  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in the southwest quarter of Section 24, Township 11 North, Range 21 West, Congress Lands and being an easement, for utility purposes, through a portion of a 41.990 acre tract of land conveyed to The Mountain Agency, LLC, by deed of record in Instrument No. 201110030124958, said easement bounded and described as follows:

Beginning at a point in a west line of said 14.990 acre tract and in an east line of a 110.244 acre tract of land conveyed to \_\_\_\_\_, by deed of record in Instrument No.

\_\_\_\_\_, said point being N 04° 29' 47" E a distance of 42.11 feet from the most southwesterly corner of said 41.990 acre tract and from the southeast corner of said 110.244 acre tract;

thence N 04° 29' 47" E along a portion of a west line of said 41.990 acre tract and along a portion of an east line of said 110.244 acre tract a distance of 32.78 feet to a point;

thence crossing a portion of said 41.990 acre tract the following twelve (12) courses:

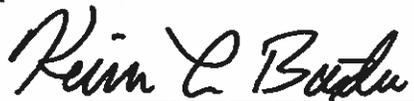
1. S 61° 44' 05" E a distance of 769.96 feet to a point;
2. S 38° 45' 01" E a distance of 108.33 feet to a point;
3. S 61° 37' 17" E a distance of 482.39 feet to a point;
4. N 89° 12' 26" E a distance of 160.85 feet to a point;
5. S 63° 19' 04" E a distance of 176.21 feet to a point;
6. S 81° 31' 29" E a distance of 52.15 feet to a point;
7. S 03° 41' 04" W a distance of 26.32 feet to a point in the southerly right-of-way line of U.S. Rte. 33 ~ Southeastern Expressway (FRA-33-(26.21-30.13));
8. N 79° 07' 31" W and along the southerly right-of-way line of U.S. Rte. 33 ~ Southeastern Expressway a distance of 366.86 feet to a point of curvature;
9. and with a curve to the right, data of which is: radius = 12,152.67 feet, and delta = 01° 25' 25", arc length = 301.98 feet, a chord distance of 301.97 feet bearing N 61° 57' 44" W to the point of tangency;
10. N 61° 15' 01" W and along the southerly right-of-way line of U.S. Rte. 33 ~ Southeastern Expressway a distance of 205.29 feet to a point;
11. N 38° 45' 01" W a distance of 116.91 feet to a point;
12. N 61° 44' 05" W a distance of 750.65 feet to the place of beginning;

containing 1.402 acres of land, more or less.

TOGETHER WITH: A temporary construction easement along, adjacent to and fifty (50) feet northerly of the entire northerly lines of said above described permanent easement;

containing 2.008 acres of land, more or less.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of Bird + Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House research, in December, 2019. Basis of bearings is the centerline of U.S. Rte. 33 ~ Southeast Parkway (FRA-33-(26.21-30.13)), being N 61° 15' 01" W, between Franklin County Engineer's Monuments 10-693 and 9-693, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments.



Kevin L. Baxter ~ Ohio Surveyor #7697

01/13/2020



**EXHIBIT OF A UTILITY EASEMENT  
EAST OF RAGER ROAD, NORTH OF U.S. RTE. 33  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO  
(SECTION 24, T. 11 N., R. 21 W., CONGRESS LANDS)**

DAMON A. PFEIFER &  
MARK A. PFEIFER  
ORIG. 39.323 AC.  
INSTR. NO. 201811300162078  
P.N. 010-260326

DAMON A. PFEIFER &  
MARK A. PFEIFER  
ORIG. 39.323 AC.  
INSTR. NO. 201811300162078  
P.N. 010-260326

DAMON A. PFEIFER &  
MARK A. PFEIFER  
35.358 AC.  
INSTR. NO. 201811300162079  
P.N. 010-224901

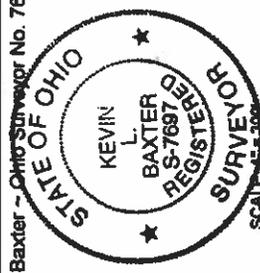
THE MOUNTAIN AGENCY, LLC  
41.990 AC.  
INSTR. NO. 201110030124958  
P.N. 184-001002

GENDER/THIRTY-THREE  
ORIG. 24.355 AC. - PARCEL 2  
O.R. 11357, PG. F. 13 &  
O.R. 11357, PG. F. 16  
P.N. 181-000871

STATE OF OHIO  
HIGHWAY EASEMENT  
PARCEL 88A-LA  
2370, PG. 174  
INSTR. NO. 110 244 AC.  
P.N. 184-003368

By *Kevin L. Baxter*  
Kevin L. Baxter - Ohio Surveyor No. 7697

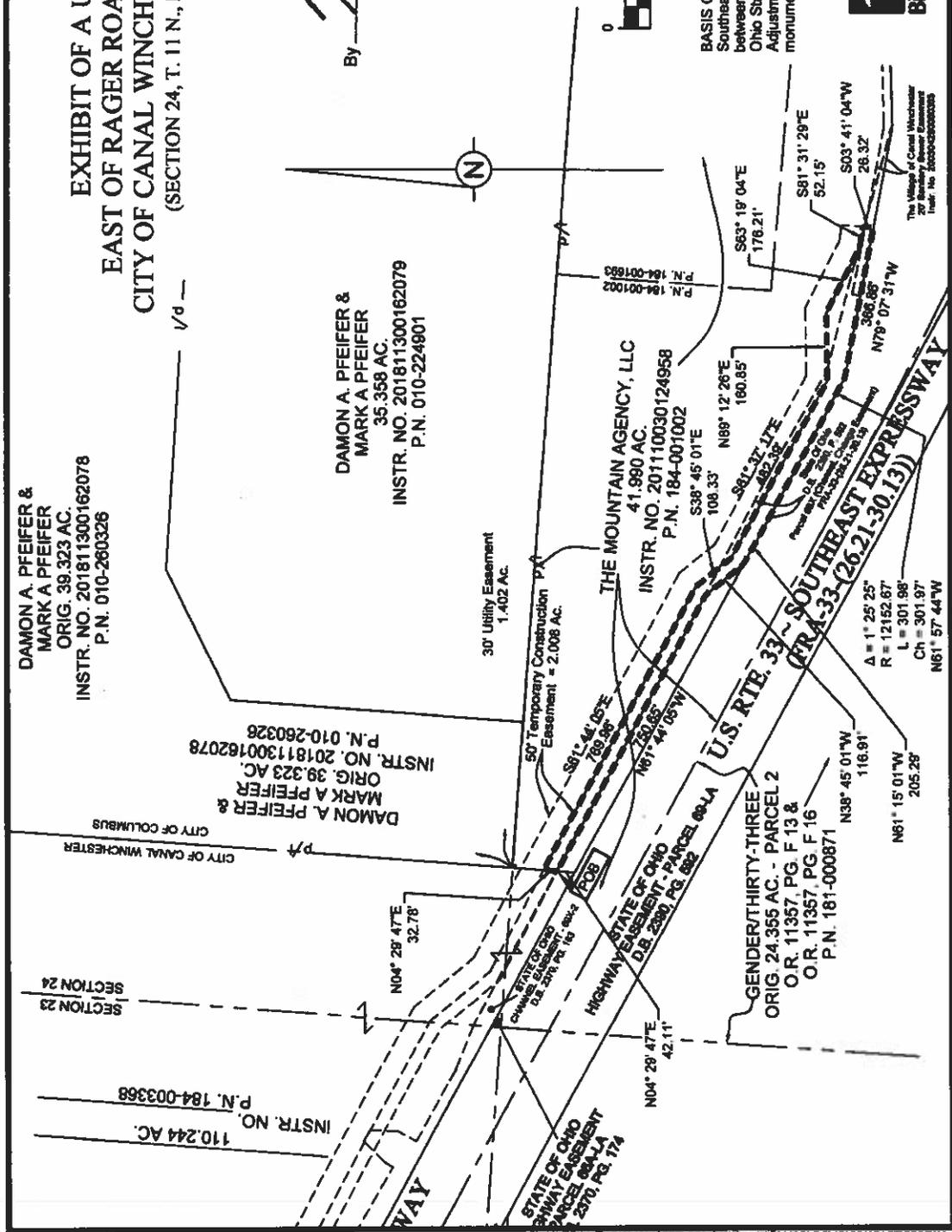
JANUARY 13, 2020



BASIS OF BEARINGS: The Centerline of U.S. Rte. 33 - Southeast Express (FRA-33-(26.21-30.13)), being N 81° 15' 01" W between Franklin County Engineer's Monuments 10-893 & 9-893, Ohio State Plane Coordinate System (South Zone - NAD 83, 2011 Adjustment) and all other bearings are based upon these monuments



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



## CITY OF CANAL WINCHESTER, OHIO

### ORDINANCE NO. 20-011

#### **AN ORDINANCE AUTHORIZING THE ISSUANCE OF A PROMISSORY NOTE NOT TO EXCEED \$2,400,000 FOR THE PURPOSE OF PAYING ALL OR A PART OF THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING AND IMPROVING THE CITY OF CANAL WINCHESTER'S CITY HALL AND DECLARING AN EMERGENCY.**

WHEREAS, the City Council (the "Council") of the City of Canal Winchester, Ohio (the "City") has determined under its Charter and Chapter 133, including Section 133.15 of the Ohio Revised Code, that it is necessary to issue its \$2,400,000 City Hall Acquisition, Construction and Improvement Note, Series 2020 (Tax-Exempt) (the "Note") for the purpose of financing in part the acquisition, construction, equipping and improving of the City's City Hall and Municipal Complex, located on approximately 1.29 acres identified as Franklin County, Ohio Parcel Numbers 184-000019, 184-000020, 184-000021, 184-000360, 184-000321, 184-000251, and 184-003232 (the "Project"); and

WHEREAS, the Finance Director, as Fiscal Officer of the City, has estimated the life or period of usefulness of the improvements constituting the Project is at least thirty (30) years and has certified that the maximum maturity of the Note is ten (10) years;

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

Section 1. It is hereby declared necessary to issue the Note in an amount not to exceed Two Million, Four Hundred Thousand Dollars (\$2,400,000) for the purpose of paying part of the cost of the Project, including "financing costs," as defined in Section 133.01 of the Ohio Revised Code, related to the issuance of the Note and other permissible costs under Chapter 133 of the Ohio Revised Code (the "Act"), under authority of and pursuant to the general laws of the State of Ohio, particularly the Act.

Section 2. The Note shall be designated "\$2,400,000 City Hall Acquisition, Construction and Improvement Note, Series 2020 (Tax-Exempt)."

Section 3. The Note shall be a special revenue obligation of the City, and non-tax revenues of the City are hereby pledged for the prompt payment of the debt service charges on the Note. "Non-Tax Revenues" is defined as government revenues not generated from taxes.

Section 4. The funds derived from the Non-Tax Revenues shall be placed in a separate and distinct fund, which shall be irrevocably pledged for the payment of the premium, if any, and interest on and principal of the Note when and as the same fall due.

Section 5. The Note shall be dated the date of issuance and shall bear interest at the rate of four percent (4.0%) per annum, shall be payable at such times set forth in the Note and shall mature as set forth in the Note. The Note shall be sold at private sale pursuant to the Real Estate Purchase Agreement executed on August 12, 2019 (the "Real Estate Agreement") between the City and Bob McDorman Real Estate, LLC (the "Purchaser") on such terms not inconsistent with this Ordinance, with consideration for purchase of the Note being the deed of the real property purchased pursuant to such Real Estate Agreement (the "Property") to the City.

Section 6. The Note shall be executed by the Finance Director and the Mayor, provided that either or both of such signatures may be a facsimile. The Note shall express upon its face the purpose for which it is issued and that it is issued pursuant to this Ordinance.

The principal of and interest on the Note shall be payable in lawful money of the United States of America without deduction for the services of the Note Registrar (as defined in Section 7 hereof). The principal of and interest on the Note shall be payable upon presentation and surrender of the Note at its maturity at the office of the Note Registrar. No Note shall be valid or become obligatory for any purpose or shall be entitled to any security or benefit under this Ordinance unless and until a certificate of authentication, as printed on the Note, is signed by the Note Registrar as authenticating agent. Authentication by the Note Registrar shall be conclusive evidence that the Note so authenticated has been duly issued and delivered under this Ordinance and is entitled to the security and benefit of this Ordinance. The certificate of authentication may be signed by any officer or officers of the Note Registrar or by such other person acting as an agent of the Note Registrar as shall be approved by the Finance Director on behalf of the City.

Section 7. The Finance Director is hereby authorized and directed to serve as authenticating agent, note registrar, transfer agent, and paying agent (collectively, the "Note Registrar") for the Note. If at any time the Note Registrar shall be unable or unwilling to serve as such, or the Finance Director in such officer's discretion shall determine that it would be in the best interest of the City for such functions to be performed by another party, the Finance Director may, and is hereby authorized and directed to, enter into an agreement with a national banking association or other appropriate institution experienced in providing such services, to perform the services required of the Note Registrar hereunder. Each such successor Note Registrar shall promptly advise the Noteholder of the change in identity and new address of the Note Registrar. So long as the Note remains outstanding, the City shall cause to be maintained and kept by the Note Registrar, at the office of the Note Registrar, all books and records necessary for the registration, exchange and transfer of the Note as provided in this section (the "Note Register"). Subject to the provisions of this Ordinance, the person in whose name the Note shall be registered on the Note Register shall be regarded as the absolute owner thereof for all purposes. Payment of or on account of the principal of and interest on the Note shall be made only to or upon the order of that person. Neither the City nor the Note Registrar shall be affected by any notice to the contrary, but the registration may be changed as herein provided. All payments shall be valid and effectual to satisfy and discharge the liability upon the Note, including the interest thereon, to the extent of the amount or amounts so paid.

Section 8. In all cases in which the Note is exchanged or transferred hereunder, the City shall cause to be executed, and the Note Registrar shall authenticate and deliver, the Note in accordance with the provisions of this Ordinance. The exchange or transfer shall be without charge to the owner; except that the Council and Note Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The Council or the Note Registrar may require that those charges, if any, be paid before it begins the procedure for the exchange or transfer of the Note. Any Note issued upon any transfer or exchange shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Ordinance, as the Note surrendered upon that transfer or exchange.

Section 9. That this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds of the Note hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. The Finance Director or any other officer having responsibility with respect to the issuance of the Note is authorized and directed to give

an appropriate certificate (if such certificate is required, based on the size of the issue, under current regulations) on behalf of the City, on the date of delivery of the Note for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

The Finance Director shall keep and maintain adequate records pertaining to investment of all proceeds of the Note sufficient to permit, to the maximum extent possible and presently foreseeable, the City to comply with any federal law or regulation now or hereafter having applicability to the Note which limits the amount of Note proceeds which may be invested on an unrestricted yield or requires the City to rebate arbitrage profits (or penalties in lieu thereof) to the United States Department of the Treasury. The Finance Director of the City is hereby authorized and directed to file such reports with, and rebate arbitrage profits (or penalties in lieu thereof) to, the United States Department of the Treasury, to the extent that any federal law or regulation having applicability to the Note requires any such reports or rebates. Monies necessary to make such rebate payments (or to pay such penalties) are hereby appropriated for such purpose.

The Note is hereby designated a “qualified tax-exempt obligation” for the purposes set forth in Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Council does not anticipate issuing more than \$10,000,000 of tax-exempt obligations (other than (i) private activity bonds which are not qualified 501(c)(3) bonds, and (ii) current refunding bonds) during the current calendar year.

Section 10. The law firm of Frost Brown Todd LLC is hereby appointed to serve as bond counsel to the City in connection with the issuance of the Note. The fees to be paid to such firm shall be subject to review and approval of the Mayor and shall not exceed the fees customarily charged for such services.

Section 11. The Mayor and the Finance Director are each hereby authorized to execute and deliver the Mortgage from the City to the Purchaser in the form on file with the Clerk of Council, with such changes as are approved by the persons executing it on behalf of the City and by the Law Director. Additionally, the Mayor and the Finance Director are each hereby authorized and directed, acting individually or together, to take such action and to execute and deliver, on behalf of this Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance and the Real Estate Agreement, as they in their direction shall deem necessary or appropriate.

Section 12. The Finance Director and any other officers of the Council are each hereby authorized and directed to prepare and certify a true transcript of proceedings pertaining to the Note and to furnish a copy of such transcript to the Purchaser. Such transcript shall include certified copies of all proceedings and records of the Council relating to the power and authority of the City to issue the Note and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including without limitation a general certificate of the Finance Director and a no-litigation certificate of the Mayor and the Finance Director, and such certified copies and certificates shall be deemed representations of the City as to the facts stated therein.

Section 13. It is hereby found and determined that all acts, conditions and things necessary to be done precedent to and in the issuing of the Note in order to make it a legal, valid and binding obligations of the City have happened, been done and been performed in regular and due form as required by law; and that no limitation of indebtedness or taxation, either statutory or constitutional, has been exceeded in issuing the Note.

Section 14. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 15. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the City and its inhabitants for the reason that the immediate effectiveness of this ordinance is necessary (i) to assure that the Project is acquired, constructed and financed in a timely manner, and (ii) so that the City, its citizens and taxpayers may receive the benefits of the Project as soon as possible; wherefore, in accordance with Section 4.07 and 5.05 of the Charter of the City, this Ordinance shall take effect and be in force from and immediately after its passage and approval by the Mayor, or ten (10) days after passage if the Mayor neither approves nor vetoes this Ordinance.

Section 16. The Finance Director is hereby directed to forward a certified copy of this Ordinance to the County Auditor of Franklin County, Ohio and to the County Auditor of Fairfield County, Ohio.

[Signature Page to Follow]

Signed:

\_\_\_\_\_  
President of Council

Adopted: February 18, 2020

Effective: February 18, 2020

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

Approved:

\_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
Law Director

CERTIFICATE

The undersigned Finance Director hereby certifies that the foregoing is a true copy of Ordinance No. 20-011 duly adopted by the Council of the City of Canal Winchester, Ohio on February 18, 2020 and that a true copy thereof was certified to the County Auditor of Franklin County, Ohio and to the County Auditor of Fairfield County, Ohio.

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

**ORDINANCE NO. 20-012**

**AN ORDINANCE AUTHORIZING THE LAW DIRECTOR TO ENTER INTO AN AGREED JUDGMENT ENTRY ON SETTLEMENT BETWEEN THE CITY OF CANAL WINCHESTER AND PANDA EXPERS, INC., AND DECLARING AN EMERGENCY.**

**WHEREAS**, Panda Express, Inc. and Waterloo Crossing Ltd. (together, "Panda Express") submitted conditional use and variance applications to the City in April, 2019 to construct a Panda Express restaurant with drive-thru service on a lot within the Waterloo Crossing Shopping Center, located on the south side of Winchester Boulevard, Franklin County parcel no. 184003208 (the "Property"), as well as approval of Panda Express' site development plan; and

**WHEREAS**, following denial of the conditional use permit and variance by Planning and Zoning Commission (which denial was affirmed by City Council), Panda Express initiated litigation in Common Pleas Court appealing the denials; and

**WHEREAS**, the parties desire to resolve this dispute in the most beneficial and cost-effective manner possible; and

**WHEREAS**, the City and Panda Express have negotiated an agreement to resolve all pending claims in the administrative appeal, and the agreement in embodied in an Agreed Judgment Entry on Settlement for the Court's approval and issuance;

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

SECTION 1. The Law Director is hereby authorized to enter into an Agreed Judgment Entry on Settlement with Panda Express in a form substantially similar to the entry attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. 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 resolve pending litigation in the most beneficial and cost-effective manner possible; 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

APPROVED AS TO FORM:

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

\_\_\_\_\_  
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

**BEFORE THE CITY COUNCIL  
FOR CANAL WINCHESTER, OHIO  
APPEAL TO  
THE COMMON PLEAS COURT OF FRANKLIN COUNTY, OHIO**

<b>PANDA EXPRESS, INC., <i>et al.</i>,</b>	:	<b>IN RE:</b>	<b>App. Nos. CU-19-001</b>
	:		<b>VA-19-005</b>
<b>v.</b>	:		
	:	<b>Case No. 19 CV 7547</b>	
<b>CITY COUNCIL FOR THE CITY OF CANAL WINCHESTER, OHIO, <i>et al.</i>,</b>	:		
	:	<b>Judge Kim J. Brown</b>	
	:		
	:		

**AGREED JUDGMENT ENTRY ON SETTLEMENT**

This matter is before the Court on the application of the parties, Appellants Panda Express, Inc. and Waterloo Crossing Ltd. (together, “Panda Express”) and Appellees City Council for the City of Canal Winchester, Ohio and City of Canal Winchester, Ohio (together, the “City”) (collectively, the “Parties”), each of which advises through counsel that they have reached a full and complete agreement to resolve all pending claims in this action. It is therefore ORDERED, ADJUDGED, and DECREED as follows:

1. The Court has jurisdiction over the Parties and the subject matter of this action. Venue is proper in this Court.
2. The provisions of this Agreed Judgment Entry on Settlement shall apply and be binding upon the Parties, their agents, officers, employees, assigns, successors in interest, and any person acting in concert or in participation with them.
3. On April 25, 2019, Panda Express filed conditional use and variance applications (collectively, “Application”) with the City to construct a Panda Express restaurant with drive-thru

service on a lot within the Waterloo Crossing Shopping Center, located on the south side of Winchester Boulevard, Franklin County parcel no. 184003208 (the “Property”). Specifically, Panda Express sought permission to operate a drive-thru on the Property as a conditional use pursuant to Section 1167.03(a) of the Canal Winchester Zoning Code (“Zoning Code”) (filed as Application No. CU-19-001), and sought a variance from Section 1199.04 of the Zoning Code to allow the proposed building to exceed the front build-to-line set at 25 feet (filed as Application No. VA-19-005, the “Variance”). Panda Express also filed Application Nos. VA-19-006 and SDP-19-003. Application No. VA-19-006 sought a variance from Section 1199.03(d) of the Zoning code to reduce the minimum percentage of window glass required on the front elevation. Application No. SDP-19-003 sought approval of Panda Express’ Site Development Plan

4. On June 10, 2019, the City’s Planning and Zoning Commission held a public hearing on Panda Express’ Application and voted to deny the conditional use permit and request for the Variance, which is memorialized in a July 8, 2019 Findings of Fact and Conclusions of Law. Application No. VA-19-006 was approved and Application No. SDP-19-003 was tabled by the Planning and Zoning Commission.

5. Panda Express filed an appeal of the denial of the conditional use permit and request for the Variance to City Council on June 18, 2019.

6. On August 5, 2019, City Council held a hearing on Panda Express’ appeal of the Planning and Zoning Commission’s denial of Panda Express’ conditional use permit and variance request.

7. On August 19, 2019, City Council issued Findings of Fact and Conclusions of Law affirming the denial of Panda Express’ conditional use permit and variance request.

8. On September 17, 2019, Panda Express filed an Amended Notice of Appeal of City Council's denial with the Franklin County Court of Common Pleas pursuant to the provisions of R.C. 2505.01 *et seq.* and 2506.01 *et seq.* (the "Administrative Appeal").

9. The Parties have reached a full and complete agreement to resolve all pending claims in the Administrative Appeal.

10. The City agrees to and hereby does grant Panda Express the following permits, variances, and approvals:

- a. A conditional use permit (approval of Application No. CU-19-001) so that Panda Express can operate a drive-thru on the Property;
- b. A variance (approval of Application No. VA-19-005) from the requirement in Section 1199.04(a) of the Zoning Code that requires a 30-foot built-to-line (25 feet plus 5 feet variation for a one-story building);
- c. Approval of Panda Express' site plan, attached hereto as Exhibit A (as modified from Application No. SDP-19-0030), including approval of the lighting design under Section 1199.06 of the Zoning Code.

The grant of the aforementioned permits, variances, and approvals, as well as the restatement of variance approval stated in Paragraph 11 hereto, shall not be construed to waive requirements for any other applicable permit application, review, or approval, not specifically mentioned in this Agreed Judgment Entry.

11. The City hereby restates its approval of Application No. VA-19-006, granting Panda Express a variance from Section 1199.03(d) of the Zoning code to reduce the minimum percentage of window glass required on the front elevation.

12. The permits, variances, and approvals set forth above shall expire twelve months from the date this Agreed Judgment Entry is signed by the Court unless building permits have been obtained for construction in accordance therewith. A single extension, not to exceed six months, may be given by the Canal Winchester Planning and Zoning Commission upon written request by Panda Express.

13. In exchange for the permits, variances, and approvals set forth above, Panda Express shall dismiss this Administrative Appeal with prejudice.

14. The Parties acknowledge that this Agreed Judgment Entry on Settlement represents the compromise of disputed contentions and claims between the Parties concerning the above-captioned action and shall not be construed as an admission of the truth or falsity of any contentions or claims heretofore asserted. The execution of this Agreed Judgment Entry represents a complete settlement of any dispute between the Parties with respect to the subject matter of this Agreed Judgment Entry, and each Party hereby waives and releases any claim or cause of action against the other with respect to the subject matter of this Agreed Judgment Entry.

15. The Parties acknowledge that this Agreed Judgment Entry on Settlement constitutes the entire agreement among the Parties with respect hereto. There are no other agreements, oral or written, express or implied, among the Parties, except this Agreed Judgment Entry on Settlement with respect to the matters set forth herein.

16. No course of dealing among the Parties, no waiver by any or all of the Parties hereto, and no refusal or neglect of any of the Parties hereto, in exercising any rights hereunder or in enforcing compliance with the terms of this Agreed Judgment Entry on Settlement, shall constitute a waiver of any provision herein unless such power is expressed in writing by the waiving party.

17. The Parties represent and warrant that they have been represented by counsel in all matters concerning this Agreed Judgment Entry on Settlement, and that they have been fully advised by their attorney(s) of their rights and obligations in the execution hereof, and that, further, they have read and understood the provisions hereof.

**IT IS SO ORDERED.**

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Judge Kim J. Brown

AGREED:

VORYS, SATER, SEYMOUR AND PEASE LLP

FROST BROWN TODD LLC

/s/ Kara M. Mundy

/s/

---

Joseph R. Miller (0068463)  
Christopher L. Ingram (0086325)  
Kara M. Mundy (0091146)  
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Eugene L. Hollins (0040355)  
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Phone: (614) 559-7243  
ghollins@fbtlaw.com

*Counsel for Appellees*

*Counsel for Appellants*

0128850.0725776 4812-3477-4452v2

LEGAL DESCRIPTION

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER, BEING IN SECTION 25, TOWNSHIP 11 NORTH, RANGE 21 WEST, CONGRESS LANDS, AND BEING A 0.722 ACRE PARCEL OF LAND OUT OF A PORTION OF A 6.164 ACRE TRACT OF LAND AND A PORTION OF A 6.733 ACRE TRACT OF LAND, AND SAID TRACTS BEING AS CONVEYED TO WATERLOO CROSSING LIMITED IN INSTRUMENT NUMBER 20070306038524, WITH ALL RECORD REFERENCES CITED HEREIN BEING OF THE FRANKLIN COUNTY RECORDER'S OFFICE, COLUMBUS, OHIO, AND SAID 0.722 ACRE PARCEL BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT FRANKLIN COUNTY GEODETIC SURVEY MONUMENT NUMBER 2270 (RESET) FOUND AT THE INTERSECTION OF THE CENTERLINE OF GENDER ROAD (VARIABLE RIGHT-OF-WAY WIDTH) AND THE NORTH LINE OF SAID SECTION 25, AND SAID MONUMENT BEING REFERENCED BY FOUND FRANKLIN COUNTY GEODETIC SURVEY MONUMENT NUMBER 4452, BEARING S 04° 44' 36" W AT A DISTANCE OF 2708.16 FEET;

THENCE S 04° 44' 36" W, ALONG SAID CENTERLINE OF GENDER ROAD, A DISTANCE OF 70.72 FEET TO A MAG NAIL SET AT THE INTERSECTION OF THE CENTERLINE OF WINCHESTER BOULEVARD (VARIABLE RIGHT-OF-WAY WIDTH);

THENCE S 85° 15' 44" E, LEAVING SAID CENTERLINE OF GENDER ROAD, AND ALONG THE CENTERLINE OF SAID WINCHESTER BOULEVARD, PASSING THE WESTERLY RIGHT-OF-WAY LINE OF SAID WINCHESTER BOULEVARD AS DELINEATED ON THE PLAT OF "WINCHESTER BOULEVARD, WATERLOO STREET, AND CANAL STREET DEDICATION AND EASEMENTS", AND AS RECORDED IN PLAT BOOK 102, PAGES 38-40 AT A DISTANCE OF 95.01 FEET, A TOTAL DISTANCE OF 103.24 FEET TO A MAG NAIL SET AT A POINT OF CURVATURE OF SAID CENTERLINE OF WINCHESTER BOULEVARD;

THENCE CONTINUING ALONG THE CENTERLINE OF WINCHESTER BOULEVARD AS SHOWN ON SAID PLAT, WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 31° 20' 43", A RADIUS OF 680.00 FEET, AN ARC LENGTH OF 355.60 FEET, A CHORD BEARING OF N 78° 03' 54" E AND A CHORD DISTANCE OF 351.18 FEET TO A MAG NAIL SET;

THENCE S 27° 36' 28" E, LEAVING SAID CENTERLINE OF WINCHESTER BOULEVARD, A DISTANCE OF 50.00 FEET TO AN IRON PIN SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID WINCHESTER BOULEVARD, AS INDICATED ON SAID PLAT, AND ON THE NORTHERLY LINE OF SAID 6.164 ACRE TRACT, AND AT THE TRUE POINT OF BEGINNING OF THE PARCEL, HEREIN DESCRIBED;

THENCE S 27° 07' 02" E, LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE OF WINCHESTER BOULEVARD AND SAID NORTHERLY LINE OF THE 6.164 ACRE TRACT, AND CROSSING A PORTION OF SAID 6.164 ACRE TRACT ALONG A DIVISION LINE, A DISTANCE OF 78.40 FEET TO AN IRON PIN SET;

THENCE S 04° 45' 19" W, CONTINUING ACROSS A PORTION OF SAID 6.164 ACRE TRACT, AND CROSSING A PORTION OF SAID 6.733 ACRE TRACT, ALONG A DIVISION LINE, PASSING A SOUTHERLY LINE OF SAID 6.164 ACRE TRACT AND A NORTHERLY LINE OF SAID 6.733 ACRE TRACT AT A DISTANCE OF 123.08 FEET, A TOTAL DISTANCE OF 191.55 FEET TO AN IRON PIN SET;

THENCE N 85° 18' 12" W, CONTINUING ACROSS A PORTION OF SAID 6.733 ACRE TRACT, A DISTANCE OF 135.47 FEET TO AN IRON PIN SET;

THENCE N 04° 20' 00" E, CONTINUING ACROSS A PORTION OF SAID 6.733 ACRE TRACT, AND CROSSING A PORTION OF SAID 6.164 ACRE TRACT, ALONG A DIVISION LINE, PASSING SAID NORTHERLY LINE OF THE 6.733 ACRE TRACT AND SAID SOUTHERLY LINE OF THE 6.164 ACRE TRACT AT A DISTANCE OF 68.58 FEET, A TOTAL DISTANCE OF 119.89 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;

THENCE CONTINUING ACROSS A PORTION OF SAID 6.164 ACRE TRACT ALONG A DIVISION LINE, WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 20' 10", A RADIUS OF 408.00 FEET, AN ARC LENGTH OF 52.24 FEET, A CHORD BEARING OF N 00° 39' 56" E AND A CHORD DISTANCE OF 52.20 FEET TO AN IRON PIN SET;

THENCE N 02° 22' 27" E, CONTINUING ACROSS A PORTION OF SAID 6.164 ACRE TRACT ALONG A DIVISION LINE, A DISTANCE OF 14.98 FEET TO AN IRON PIN SET AT A POINT OF CURVATURE;

THENCE CONTINUING ACROSS A PORTION OF SAID 6.164 ACRE TRACT ALONG A DIVISION LINE, WITH A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19° 07' 06", A RADIUS OF 61.20 FEET, AN ARC LENGTH OF 20.42 FEET, A CHORD BEARING OF N 11° 56' 03" E AND A CHORD DISTANCE OF 20.33 FEET TO AN IRON PIN SET ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF WINCHESTER BOULEVARD AND SAID NORTHERLY LINE OF THE 6.164 ACRE TRACT;

THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF WINCHESTER BOULEVARD AND SAID NORTHERLY LINE OF THE 6.164 ACRE TRACT, WITH A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 08° 58' 06", A RADIUS OF 700.00 FEET, AN ARC LENGTH OF 109.57 FEET, A CHORD BEARING OF N 68° 52' 39" E AND A CHORD DISTANCE OF 109.46 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL, HEREIN DESCRIBED, CONTAINING 0.722 ACRE, MORE OR LESS, WITH 0.508 ACRE IN AUDITOR'S PARCEL NUMBER 184-003208 AND 0.214 ACRE IN AUDITOR'S PARCEL NUMBER 184-002897, AND SUBJECT TO ALL CONDITIONS, COVENANTS, EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAYS OF PREVIOUS RECORD.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS THE CENTERLINE OF GENDER ROAD, BEING S 04° 44' 36" W, AS DEPICTED AND DELINEATED ON THE SAID PLAT OF WINCHESTER BOULEVARD, WATERLOO STREET, AND CANAL STREET DEDICATION AND EASEMENTS, AND OF RECORD IN PLAT BOOK 102, PAGES 38-40, FRANKLIN COUNTY RECORDER'S OFFICE, COLUMBUS, OHIO.

THE "IRON PINS SET" ARE THREE-QUARTER (3/4) INCH INSIDE DIAMETER, THIRTY (30) INCHES LONG, HOLLOW IRON PIPES WITH YELLOW PLASTIC CAPS STAMPED "PRIME C M & S". THE "MAG NAILS SET" ARE ONE AND ONE-HALF (1 1/2) INCHES LONG CHROME PLATED NAILS WITH HEAD STAMPED "MAG".

THIS DESCRIPTION WAS PREPARED IN MAY OF 2019 BY DWIGHT A. TILLIS, OHIO REGISTERED PROFESSIONAL SURVEYOR NUMBER 7807, OF PRIME CONSTRUCTION MANAGEMENT & SURVEY, INC. (FORMERLY KNOWN AS P & L SYSTEMS, INC.), AND IS BASED UPON AVAILABLE RECORD INFORMATION AND AN ACTUAL FIELD SURVEY OF THE PROPERTY CONDUCTED IN SEPTEMBER AND OCTOBER OF 2017, AND MAY OF 2019.

NOTES

- 1.) OCCUPATION IN GENERAL FITS SURVEY WITH NO APPARENT ENCROACHMENTS.
- 2.) SOURCE DOCUMENTS AS NOTED.
- 3.) ALL MONUMENTATION IS IN GOOD CONDITION UNLESS OTHERWISE NOTED.
- 4.) BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, OHIO SOUTH ZONE (NAD83-NSRS2007), AS DETERMINED BY A GPS SURVEY UTILIZING CORS STATION "COLB". THE PROJECT COORDINATES ARE BASED ON STATE PLANE COORDINATES AND HAVE BEEN SCALED TO GROUND BY USING A PROJECT ADJUSTMENT FACTOR OF 1.0000816097 APPLIED AT BASE POINT N 675,250.00 E 1,878,750.00. GRID AND GROUND COORDINATES ARE IDENTICAL AT THE BASE POINT.
- 5.) VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM 1988 (NAV88), BASED ON SOURCE BENCHMARK CORS STATION "COLB".
- 6.) UTILITIES SHOWN ARE BASED ON PHYSICAL MARKINGS, PLAN INFORMATION PROVIDED BY UTILITY OWNERS, AND LOCATIONS OF ABOVE-GROUND APPURTENANCES. THE OHIO UTILITY PROTECTION SERVICE (OUPS) WAS CONTACTED ON FEBRUARY 27, 2019, OUPS TICKET NUMBERS A905-603-239, A905-603-242, A905-603-324 & A905-603-325.
- 7.) THE SUBJECTS PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS DETERMINED BY GRAPHIC INTERPRETATION OF THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 39049C0452K EFFECTIVE JUNE 17, 2008.
- 8.) THE SUBJECT PROPERTY IS ZONED GC (GENERAL COMMERCIAL). MIN LOT SIZE=NA, MIN LOT WIDTH=FRONTAGE AND DEPTH=NA, MAX BUILDING HEIGHT=40', FRONT SETBACK=50', SIDE SETBACK=20', REAR SETBACK=25'. INFORMATION LISTED FOUND IN CITY OF CANAL WINCHESTER ZONING CODE. NO ZONING REPORT WAS PROVIDED.
- 9.) NO DIVISION OR PARTY WALLS BETWEEN THE SUBJECT PROPERTY AND ADJOINING PROPERTIES OBSERVED.
- 10.) THERE IS NO OTHER EVIDENCE OF CURRENT OR RECENT EARTHWORK, SITE DEMOLITION AND/OR STREET OR SIDEWALK CONSTRUCTION OR REPAIR AT THE TIME OF SURVEY.
- 11.) THERE IS NO OBSERVED EVIDENCE OF SUBSTANTIAL REFUSE ON THE SUBJECT PROPERTY.
- 12.) THERE ARE NO KNOWN PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES.
- 13.) NO EVIDENCE OBSERVED OF A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST. NO WETLANDS INDICATED PER US FISH AND WILDLIFE MAPS FOR THE SUBJECT PROPERTY.
- 14.) NO EVIDENCE OBSERVED OF CEMETERIES, GRAVESITES OR BURIAL GROUNDS.
- 15.) THERE ARE NO BUILDINGS ON THE SUBJECT PROPERTY.
- 16.) THERE ARE 11 REGULAR PARKING SPACES, 3 PARTIAL REGULAR PARKING SPACES AND 0 HANDICAP PARKING SPACES WITHIN THE SUBJECT PROPERTY.
- 17.) THIS DRAWING IS BASED ON AN ACTUAL FIELD SURVEY PERFORMED BY THE KLEINGERS GROUP IN MARCH, 2019 AND AUGUST, 2019.

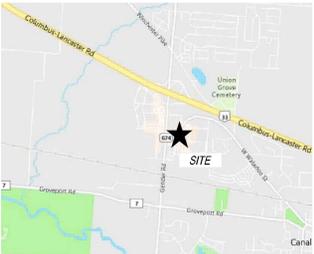
STEWART TITLE GUARANTY COMPANY  
COMMITMENT FOR TITLE INSURANCE  
FILE NO.: 01032-38539  
EFFECTIVE DATE: JULY 12, 2019 AT 8:00 A.M.  
SCHEDULE B, PART II EXCEPTIONS

NOTE: THIS SURVEY IS LIMITED TO A 0.722 ACRE TRACT, A PORTION OF THE 6.164 AND 6.733 ACRE PARCELS COVERED BY THIS TITLE COMMITMENT. THE FOLLOWING STATEMENTS REGARDING THE "SUBJECT PROPERTY" REFER ONLY TO THE 0.722 ACRES SURVEYED, AND NOT THE REMAINDER PORTIONS OF THE PARENT PARCELS.

1. - 10. **ITEMS ARE BLANKET IN NATURE OR ARE NOT SURVEY RELATED.**
11. Reservations, restrictions, covenants, limitations, easements, and/or other conditions as shown on recorded plat, Plat Book 102 Page 38, of the county records. **EASEMENTS ARE LOCATED WITHIN THE SUBJECT PROPERTY AS SHOWN.**
12. Easement granted to the Village of Canal Winchester, of record in Instrument No. 200307110212138. **ITEM IS SHOWN, BUT IT IS NOT LOCATED WITHIN THE SUBJECT PROPERTY.**
13. Easement granted to the Village of Canal Winchester, of record in Instrument No. 200307110212141. **ITEM IS SHOWN, BUT IT IS NOT LOCATED WITHIN THE SUBJECT PROPERTY.**
14. Easement granted to the Village of Canal Winchester, of record in Instrument No. 200307110212142. **ITEM IS LOCATED WITHIN THE SUBJECT PROPERTY AS SHOWN.**
15. Easement granted to South Central Power Company, of record in Instrument No. 200307110212145. **THE NORTHEAST CORNER OF THE SUBJECT PROPERTY EXTENDS INTO ELECTRIC EASEMENT #2 DESCRIBED IN DOCUMENT.**
16. Easement granted to Columbia Gas of Ohio, Inc., of record in Instrument No. 200307110212160. **ITEM IS LOCATED WITHIN THE SUBJECT PROPERTY AS SHOWN.**
17. Right of Way Easement granted to Columbia Gas Transmission Corp., of record in Deed Book 3314 Page 155, as partially released of record in Official Record 12470H17. **ITEM IS BLANKET IN NATURE, AND LOCATION OF EASEMENT CANNOT BE DETERMINED FROM DOCUMENTS.**
18. Easement granted to The Ohio Fuel Gas Company, of record in Deed Book 1455 Page 348. **ITEM IS BLANKET IN NATURE, AND LOCATION OF EASEMENT CANNOT BE DETERMINED FROM DOCUMENTS.**
19. Easement granted to Columbia Gas of Ohio, Inc., of record in Instrument No. 200511150241568 and re-recorded of record in Instrument No. 201110070127877. **ITEM IS NOT LOCATED WITHIN THE SUBJECT PROPERTY.**
20. Easement granted to The Ohio Bell Telephone Company, of record in Instrument No. 200511230247427. **ITEM IS NOT LOCATED WITHIN THE SUBJECT PROPERTY.**
21. Right of Way Easement granted to South Central Power Company, of record in Instrument No. 200711190198953. **ITEM IS NOT LOCATED WITHIN THE SUBJECT PROPERTY.**
22. Easement granted to the Village of Canal Winchester, of record in Instrument No. 200712110212390. **ITEM IS NOT LOCATED WITHIN THE SUBJECT PROPERTY.**
23. Access Easement Agreement by and between Waterloo Crossing Limited and Halle Properties, L.L.C. of record in Instrument No. 201011080149542. **ITEM REFERS TO USE OF CANAL STREET (PRIVATE DRIVEWAY) THAT ABUTTS THE WESTERLY LINE OF THE SUBJECT PROPERTY.**
24. Right of Way Easement granted to South Central Power Company, of record in Instrument No. 200603140047835. **ITEM IS NOT LOCATED WITHIN THE SUBJECT PROPERTY.**
25. Memorandum of Lease by and between Waterloo Crossing Limited, as Landlord and Burger King Corporation, as Tenant, of record in Instrument No. 200804010048982. (NOTE: Leasehold interest not examined.) **ITEM IS NOT SURVEY RELATED.**
26. Access Easement Agreement by and between Waterloo Crossing Limited and 6400 Gender Road, LLC of record in Instrument No. 201208160119982. **ITEM REFERS TO USE OF CANAL STREET (PRIVATE DRIVEWAY) THAT ABUTTS THE WESTERLY LINE OF THE SUBJECT PROPERTY.**
27. Easement and CAM Contribution Agreement by and between Waterloo Crossing Limited and ORI Outparcels LLC, of record in Instrument No. 201412190168609. **EASEMENTS CONTAINED WITHIN THE DOCUMENT ARE BLANKET IN NATURE AND CANNOT BE GRAPHICALLY SHOWN.**
28. Easements with Covenants and Restrictions Affecting Land between Wal-Mart Real Estate Business Trust and Trine Street Investors, Ltd. of record in Instrument No. 200307110212183; First Amendment of record in Instrument No. 200403110053140; Second Amendment of record in Instrument No. 200412200287033; Third Amendment of record in Instrument No. 201011160153861; Fourth Amendment of record in Instrument No. 201708110111209; Fifth Amendment of record in Instrument No. 201807130093081; Sixth Amendment of record in Instrument No. 201807130093082. **ITEMS ARE GENERALLY NOT SURVEY RELATED. AN EASEMENT CONTAINED IN SECOND AMENDMENT IS SHOWN BUT IS NOT LOCATED WITHIN THE SUBJECT PROPERTY.**
29. Notice of Commencement filed for record November 17, 2016, in Instrument No. 201611170158771, of the county records. **ITEM IS NOT SURVEY RELATED.**
30. Memorandum of Lease by and between Waterloo Crossing Limited, as Landlord and Staples the Office Superstore East, Inc., as Tenant of record in Instrument No. 201206280092767. (NOTE: Leasehold interest not examined.) As subordinated of record in Instrument No. 201505210068937. **ITEM IS NOT SURVEY RELATED.**
31. Terms and Conditions of unrecorded Lease by and between L.A.S. Canal Winchester, LLC, as Tenant and Waterloo Crossing Limited, as Landlord as evidenced by that Subordination, Non-Disturbance and Attornment Agreement of record in Instrument No. 201208160119997. NOTE: Satisfaction of Subordination, Non-Disturbance and Attornment Agreement of record in Instrument No. 201502120017819. **ITEM IS NOT SURVEY RELATED.**
32. Terms and Conditions of unrecorded Lease in favor of Shoe Dept., Maurices, Sally Beauty, Gamestop, Irelands Spa, ET Nails, First Choice Haircutters, Verizon Wireless, Golden China Buffet, Jack's Aquarium, Jimmy Johns and Pizza Hut, Lessees, all subordinated by unrecorded SNDAs by and between Landlord and Lessees.
33. Terms and conditions of unrecorded leases in favor of Dale Cleaners and Massey's Pizza, all subordinated by the subordination language contained within the lease. **ITEM IS NOT SURVEY RELATED.**
34. Notice of Furnishing from Kessler Heating and Cooling, Inc. of record in Instrument No. 201712080112176. (As to Parcel II) **ITEM IS NOT SURVEY RELATED.**
35. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed. **ITEM IS NOT SURVEY RELATED.**



NOTE: UNDERGROUND UTILITIES ARE PLOTTED FROM A COMPILATION OF AVAILABLE RECORD INFORMATION AND SURFACE INDICATIONS OF UNDERGROUND STRUCTURES AND MAY NOT BE INCLUSIVE. PRECISE LOCATIONS AND THE EXISTENCE OR NON EXISTENCE OF UNDERGROUND UTILITIES CANNOT BE VERIFIED. PLEASE NOTIFY THE OHIO UTILITY PROTECTION SERVICE AT 1-800-362-2764 BEFORE ANY PERIOD OF EXCAVATION OR CONSTRUCTION ACTIVITY.



VICINITY MAP

LEGEND

●	5/8" CAPPED IRON PIN SET	○	MANHOLE
○	5/8" IRON PIN FOUND	○	CLEAN OUT
⊗	1" IRON PIPE FOUND	— — — —	SANITARY SEWER
▲	NAIL SET	- - - - -	STORM SEWER
△	NAIL FOUND	□	CATCH BASIN
▲	RR SPIKE SET	□	INLET
⊕	BENCHMARK	Ⓜ	YARD DRAIN
⊕	UTILITY POLE	Ⓜ	DOWN SPOUT
←	GUY WIRE	Ⓜ	TRAFFIC CONTROL CABINET
— UE —	UNDERGROUND ELECTRIC	Ⓜ	TRAFFIC SIGNAL POLE
— E —	OVERHEAD ELECTRIC	Ⓜ	SIGN
Ⓜ	HVAC UNIT	Ⓜ	GUARD POST (PIPE BOLLARD)
Ⓜ	TRANSFORMER	Ⓜ	FLAG POLE
Ⓜ	GROUND LIGHT	Ⓜ	FENCE
Ⓜ	ELECTRIC BOX	Ⓜ	HARDWOOD TREE
Ⓜ	LIGHT POLE	— 801 —	CONTOUR LINES
— UT —	UNDERGROUND TELEPHONE	— 805 —	
— T —	OVERHEAD TELEPHONE	□	CONCRETE
Ⓜ	TELEPHONE MANHOLE	□	GRAVEL
Ⓜ	TELEPHONE PEDESTAL	□	ASPHALT
— G —	GAS MAIN	□	LANDSCAPE AREA
Ⓜ	GAS VALVE	□	BRICK / PAVER
— UC —	UNDERGROUND CABLE TV		
— W —	WATER MAIN		
Ⓜ	FIRE HYDRANT		
Ⓜ	WATER VALVE		
Ⓜ	WATER METER		
Ⓜ	IRRIGATION CONTROL VALVE		



NO.	DATE	DESCRIPTION
SEAL:		



NO.	DATE	DESCRIPTION
<p><b>SURVEY PREPARED FOR PANDA EXPRESS</b> SEC 25, TWP 11, R. 21 VILLAGE OF CANAL WINCHESTER FRANKLIN COUNTY, Ohio</p>		

PROJECT NO:	190145,000
DATE:	8/06/19

SHEET NAME:	ALTA/NSPS LAND TITLE SURVEY
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SHEET NO.	1 OF 2
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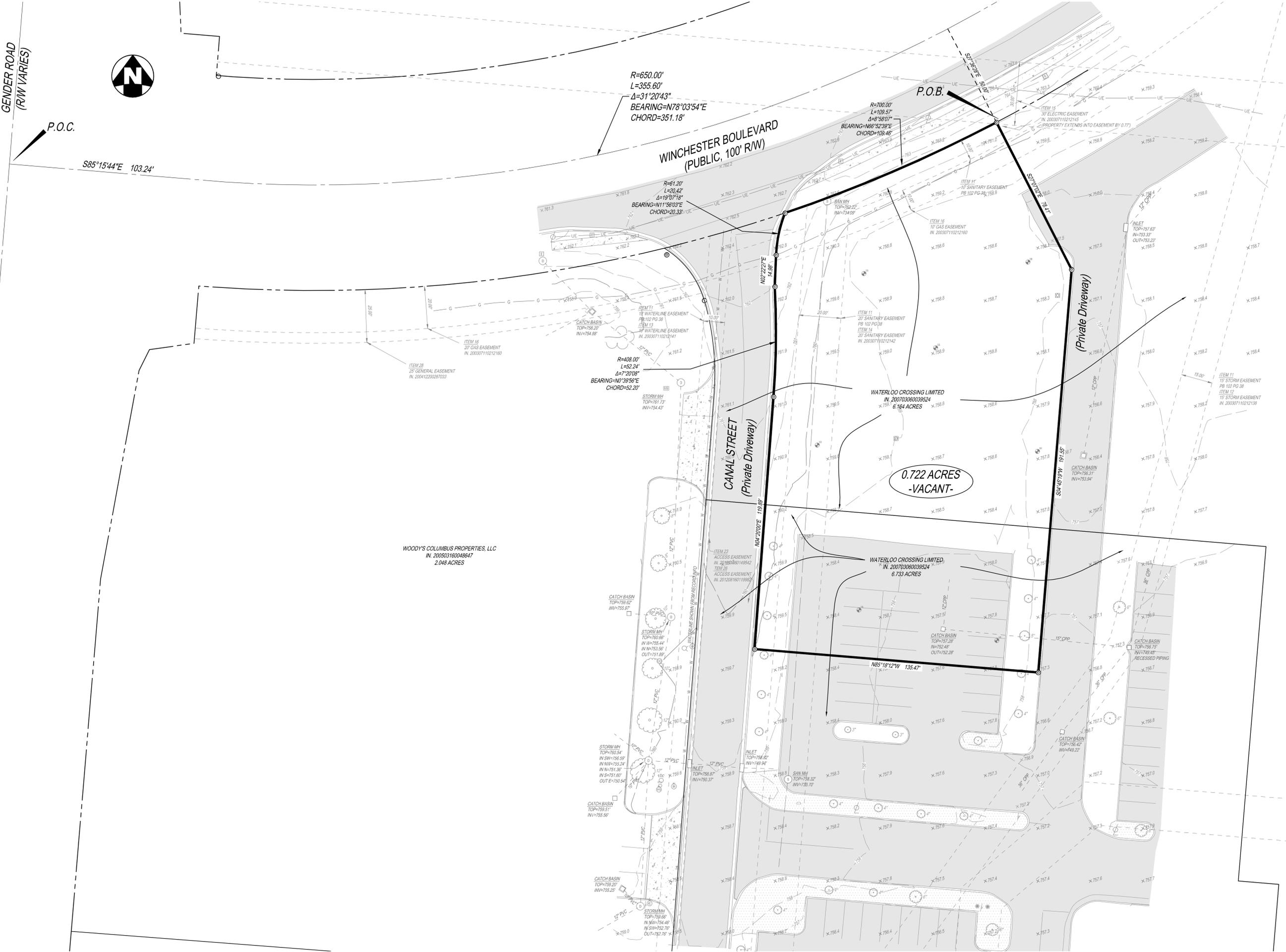
To CFT NV Developments, LLC, Waterloo Crossing Limited, and Stewart Title Guaranty Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 8, 9, 11, 13, 16, 17, 18 and 19 of Table A thereof. The field work was completed on August 6, 2019.



Michael L. Keller  
MICHAEL L. KELLER  
OHIO PROFESSIONAL SURVEYOR NO. 7978

8/06/19  
DATE



WOODY'S COLUMBUS PROPERTIES, LLC  
 IN. 200503160048647  
 2.046 ACRES

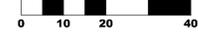
0.722 ACRES  
 -VACANT-



NO.	DATE	DESCRIPTION

**SURVEY PREPARED FOR PANDA EXPRESS**  
 SEC 25, TWP 11, R. 21  
 VILLAGE OF CANAL WINCHESTER  
 FRANKLIN COUNTY, Ohio

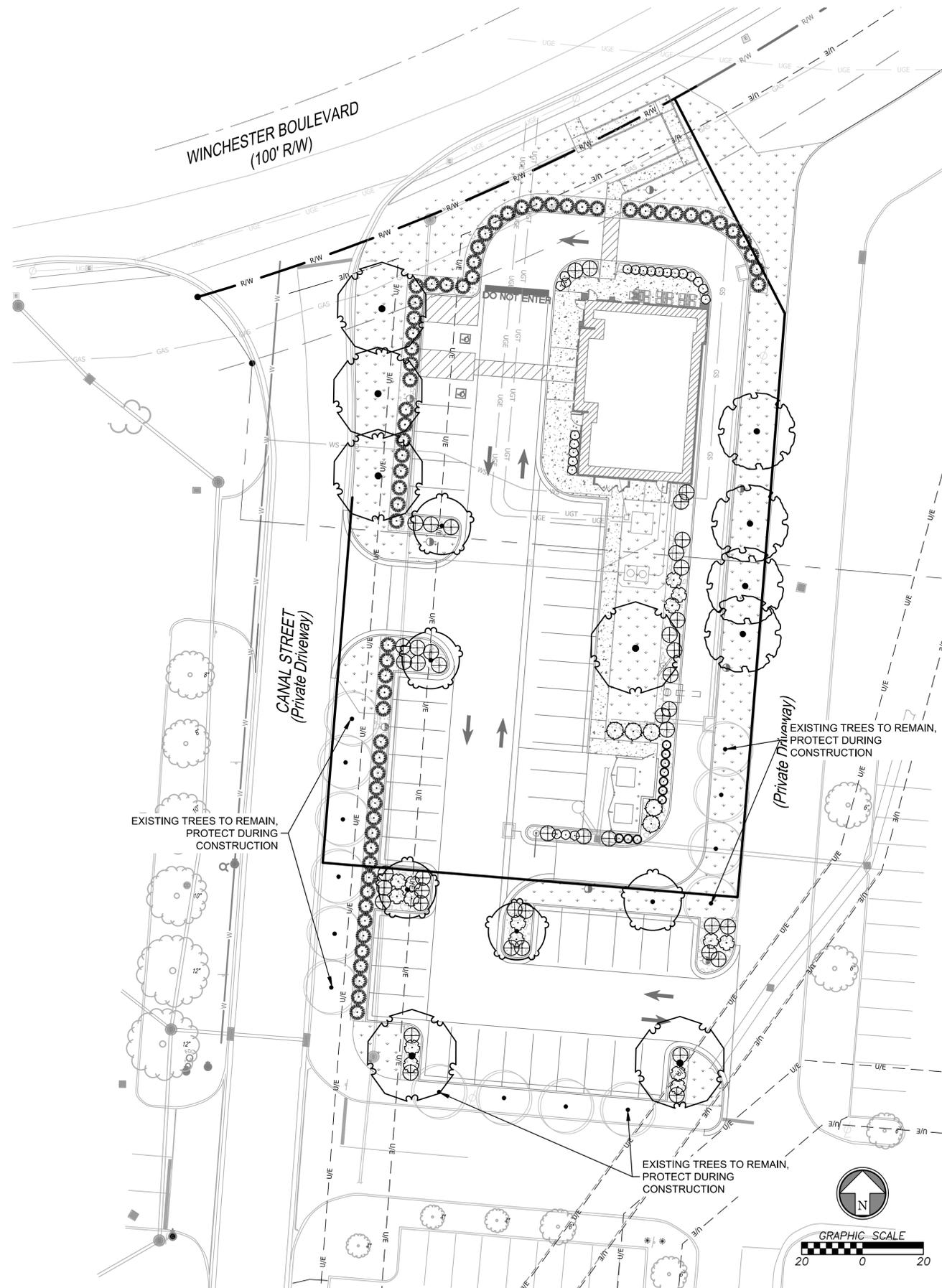
PROJECT NO: 190145,000  
 DATE: 8/06/19  
 SCALE: 1" = 20'



SHEET NAME:  
**ALTA/NSPS LAND TITLE SURVEY**



Jun 16, 2020 4:20pm Plotted By: kurt.kocher V:\026600-05-Canal Winchester Express - Master\_2018\026600-05-Canal Winchester\_04\04-DWG\05-05-2018-05-05-2018-LANDSCAPE\_PLAN.dwg



**GENERAL LANDSCAPE NOTES**

- The Contractor shall verify and coordinate all final grades with the Landscape Architect and or design team prior to completion.
- Location and placement of all plant material shall be coordinated with the Landscape Architect prior to installation.
- Location of all utilities are approximate, the Contractor shall field verify locations prior to commencement of construction operations.
- Refer to Civil Drawings for all grading and berming, erosion control, storm drainage, utilities and site layout.
- Plant quantities are for information only, drawing shall prevail if conflict occurs. Contractor is responsible for calculating own quantities and bid accordingly.
- The Contractor is to notify Landscape Architect after staking is complete and before plant pits are excavated.
- Tree locations in areas adjacent to drives, walks, walls and light fixtures may be field adjusted as approved by Landscape Architect.
- The Contractor shall report subsurface soil or drainage problems to the Landscape Architect.
- The plan is subject to changes based on plant size and material availability. All changes or substitutions must be approved by the City of Canal, Winchester, Ohio and the Landscape Architect.
- Aluminum landscape edging to be used on all landscape beds adjoining turf areas as noted on landscape plans.
- Landscape Contractor shall be responsible for watering all plant material until the time that a permanent water source is ready.
- The Contractor shall show proof of procurement, sources, quantities, and varieties for all shrubs, perennials, ornamental grasses, and annuals within 21 days following the award of the contract.
- Contractor shall provide full maintenance for newly landscaped areas for a period of 30 days after the date of final acceptance. At the end of the maintenance period, a healthy, well-rooted, even-colored, viable turf and landscaped area must be established. The landscaped areas shall be free of weeds, open joints, bare areas, and surface irregularities.
- Landscape Contractor shall provide rock mulch sample to owner for approval.

**SITE DATA**

	Quantity	Required	Existing	Provided	Total
<b>Building Area</b>	2,223.39				
<b>Open Space Req</b>					
min 200 SF of landscaping in the front and side yards		200	N/A	Y	
1 tree/1,000 SF of bldg		2.22	N/A	3	3
30 SF/1,000 SF of bldg		66.70	N/A	913.72	913.72
<b>Building Planting</b>					
50% of the parking landscape to be located on the principle side of the building		Y		Y	
<b>Street Tree</b>					
Winchester Blvd (N)			0	0	0
Private Drive (E)			4	4	8
Private Drive (S)			4	0	4
Canal Street (W)			6	3	9
<b>Perimeter Parking Landscape</b>					
15' buffer along ROW		Y		Y	
Continuous screen of 4' shrubs		Y		Y	
<b>Island/Interior Landscape</b>					
Parking provided	45				
1 tree/6 spaces		7.5	0	8	
1 tree/island		Y	N/A	Y	
50 SF of planting/island		Y	N/A	Y	

**GENERAL IRRIGATION NOTES**

- Irrigation plan to not interfere with any proposed improvements shown.
- Irrigation system design to be based on available psi. Minimum operating pressure for spray heads shall be 30 psi and minimum operating pressure for drip zones shall be 40 psi.
- The contractor shall be responsible for providing uninterrupted, 110 v electrical service to the controller and for all hook-ups. All exposed low voltage wire shall be enclosed in a conduit.
- Place valve boxes 12" minimum from and parallel to curbs and walks, grouped valves to be equally spaced.
- Install all mainlines to 1% minimum slope to drain valves located at low points of main system.
- Irrigation controller and rain sensor shall be located in owner approved locations.

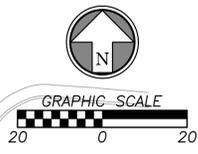
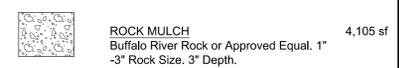
**PLANT SCHEDULE**

TREES	QTY	BOTANICAL / COMMON NAME	CONT	CAL
	5	Gleditsia triacanthos inermis 'Shademaster' TM / Shademaster Locust FOR PLANTING SPECIFICATIONS SEE DETAIL 801 & 802, SHEET L1.2	B & B	2.5" cal
	6	Tilia americana 'Redmond' / Redmond American Linden FOR PLANTING SPECIFICATIONS SEE DETAIL 801 & 802, SHEET L1.2	B & B	2.5" cal
	4	Zelkova serrata 'Musashino' / Sawleaf Zelkova FOR PLANTING SPECIFICATIONS SEE DETAIL 801 & 802, SHEET L1.2	B & B	2.5" cal
SHRUBS	QTY	BOTANICAL / COMMON NAME	CONT.	HEIGHT
	15	Euonymus alatus 'Rudy Haag' / Rudy Haag Burning Bush FOR PLANTING SPECIFICATIONS SEE DETAIL 803 & 804, SHEET L1.2	5 gal	2' Ht.
	23	Viburnum opulus 'Nanum' / Dwarf European Viburnum FOR PLANTING SPECIFICATIONS SEE DETAIL 803 & 804, SHEET L1.2	5 gal	2' Ht.
EVERGREEN SHRUB	QTY	BOTANICAL / COMMON NAME	CONT.	HEIGHT
	44	Juniperus horizontalis 'Blue Rug' / Blue Rug Juniper FOR PLANTING SPECIFICATIONS SEE DETAIL 803 & 804, SHEET L1.2	5 gal	1.5" height
	5	Juniperus scopulorum 'Blue Haven' / Blue Haven Juniper FOR PLANTING SPECIFICATIONS SEE DETAIL 803 & 804, SHEET L1.2	B & B	7'
	10	Juniperus virginiana 'Skyrocket' / Skyrocket Juniper FOR PLANTING SPECIFICATIONS SEE DETAIL 803 & 804, SHEET L1.2	5 gal	7'
	66	Taxus x media 'Fairview' / Fairview Yew FOR PLANTING SPECIFICATIONS SEE DETAIL 803 & 804, SHEET L1.2	5 gal	2' Ht.
GROUND COVERS	QTY	BOTANICAL / COMMON NAME	CONT	
	9,859 sf	Festuca arundinacea 'Watersaver Blend' / Watersaving Blend of Tall Fescue PLACE LANDSCAPE EDGING WHERE GRASS ADJOINS PLANTING BEDS, SEE DETAIL 805 SHEET L1.2	sod	

**EXISTING TREE LEGEND**



**MULCH SCHEDULE**



**PANDA EXPRESS, INC.**  
 1683 Walnut Grove Ave.  
 Rosemead, California  
 91770  
 Telephone: 626.799.9898  
 Facsimile: 626.372.8288

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**REVISIONS:**

NO.	DATE	DESCRIPTION

**ISSUE DATE:**

NO.	DATE	DESCRIPTION

**DRAWN BY:**

PANDA PROJECT #: S8-20-D6790  
 ARCH PROJECT #: 18044.035



**ARCHITECT:**

**hckloverarchitect**  
 10955 LOWELL AVENUE, SUITE 700  
 OVERLAND PARK, KS 66210  
 ph: 913.649.8181 • fx: 913.649.1275

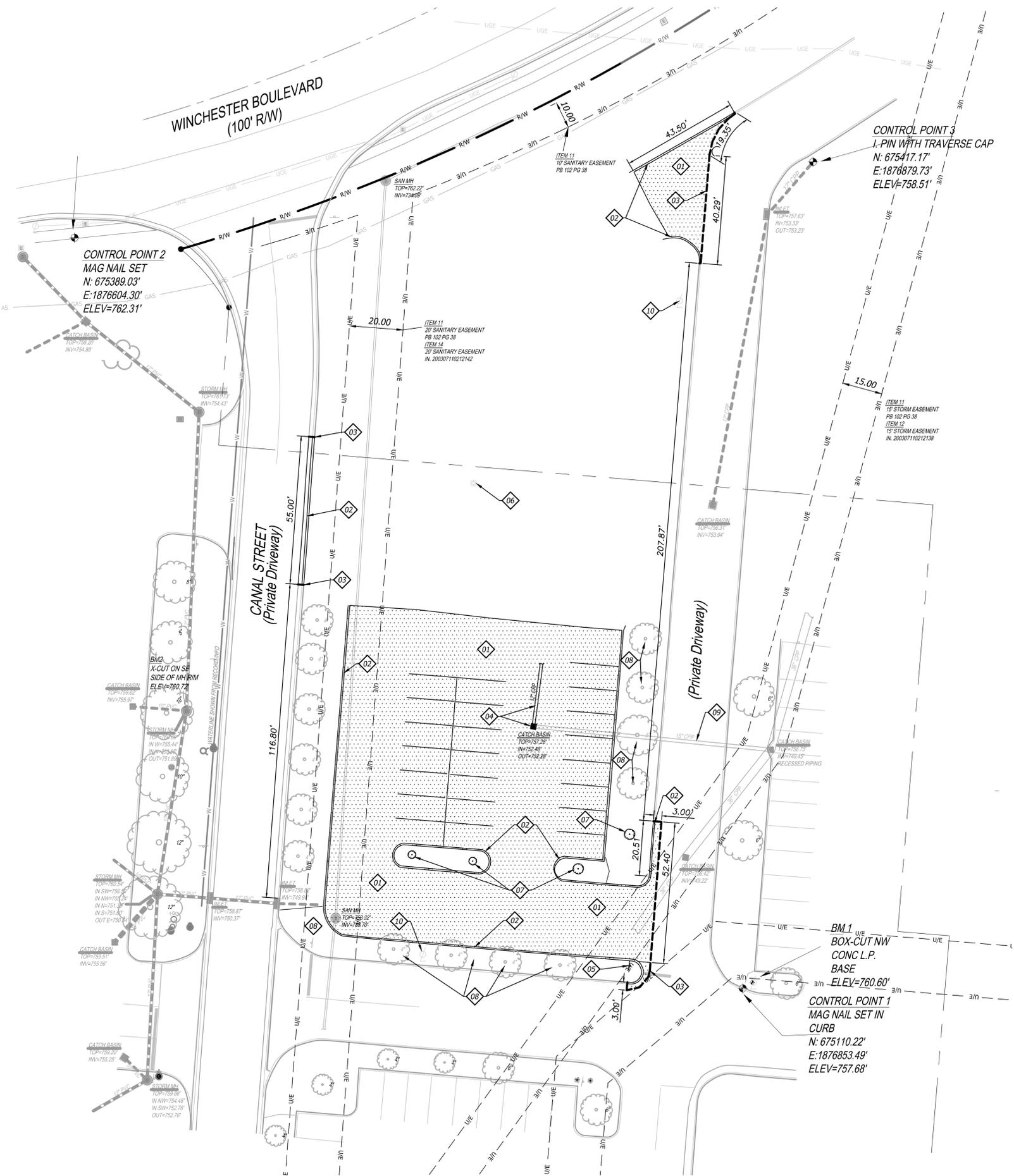
**PANDA EXPRESS**

TRUE WARM & WELCOME 2300 R1  
 CANAL ST. & WINCHESTER BLVD  
 CANAL-WINCHESTER, OH 43110

**LANDSCAPE PLAN**



Jun 16, 2020 3:25pm Plotted By: kurt.toddor V:\026600-05-Canal Winchester, OH\04-DWG\Enr Sheet\Plan\026600\_05-SH15-DEM0.dwg Layout: Demos\_Plan



**GENERAL NOTES**

- All materials shall be removed and disposed of off-site. It is the contractor's responsibility to meet all applicable laws and regulations pertaining to the disposal of construction/demolition material.
- All protection fencing shall be installed prior to demolition/construction activity.
- Contractor shall verify location of all utilities prior to any excavation or construction activity.
- The contractor shall remove any and all existing debris which is encountered from the existing site. This shall include, but shall not be limited to, footings, concrete slabs, conduits, granular subgrade, utility services, and/or unsuitable structural fill material as determined by the owner's engineer. The cost for these removals shall be considered incidental to the project. Said debris shall become property of the contractor and it shall be the responsibility of the contractor to dispose of properly off-site.
- It is the contractor's responsibility to meet all applicable laws and regulations pertaining to the disposal of construction/demolition material.
- The contractor shall be responsible for obtaining and payment of any permits for demolition that pertain to this project.
- Existing storm sewer pipe and structures shall be excavated and removed.

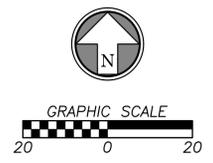
**DEMOLITION NOTES**

- REMOVE & DISPOSE OF EXISTING ASPHALT.
- REMOVE & DISPOSE OF EXISTING CURB.
- SAW CUT EXISTING PAVEMENT TO FULL DEPTH & CLEAN EDGE.
- REMOVE EXISTING STRUCTURE & PIPE. CAP EXISTING LINE AT CONNECTION POINT TO PRESERVE CONNECTION POINT FOR FUTURE USE.
- REMOVE & STORE EXISTING SIGN ON SITE FOR REINSTALLATION. SEE SITE PLAN FOR LOCATION.
- REMOVE ELECTRIC STRUCTURES & ASSOCIATED UNDERGROUND SERVICE CONDUITS/LINES. CONTRACTOR TO COORDINATE WITH POWER COMPANY TO MAINTAIN CIRCUIT.
- REMOVE & DISPOSE OF EXISTING TREES. SEE LANDSCAPE PLAN FOR TREE REPLACEMENT IN ISLANDS.
- EXISTING TREES, SHRUBS & MULCH TO REMAIN.
- EXISTING STORM SEWER TO REMAIN.
- EXISTING LIGHT POLE TO REMAIN.

**DEMOLITION LEGEND**

- SAW CUT LINE
- ASPHALT PAVEMENT TO BE REMOVED (13,670 sf)
- PROPERTY LINE
- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- EXISTING UNDERGROUND ELECTRIC LINE
- EXISTING GAS MAIN
- EXISTING WATERMAIN
- EXISTING STORM PIPE
- EXISTING UTILITY EASEMENT
- PIPE CONTINUES-OUTLET OR SOURCE NOT FOUND OR NOT SURVEYED
- SINGLE POLE SIGN

NOTE:  
 UNDERGROUND UTILITIES ARE PLOTTED FROM A COMPILATION OF AVAILABLE RECORD INFORMATION AND SURFACE INDICATIONS OF UNDERGROUND STRUCTURES AND MAY NOT BE INCLUSIVE. PRECISE LOCATIONS AND THE EXISTENCE OR NON EXISTENCE OF UNDERGROUND UTILITIES CANNOT BE VERIFIED. PLEASE NOTIFY THE OHIO UTILITY PROTECTION SERVICE AT 1-800-362-2784 BEFORE ANY PERIOD OF EXCAVATION OR CONSTRUCTION ACTIVITY.



**OHIO811.org**  
 Before You Dig

**BHC RHODES**  
 Civil Engineering • Surveying • Utilities  
 7101 College Blvd., Suite 400  
 Overland Park, Kansas 66210  
 p. (913) 663-1900 f. (913) 663-1633  
BHC RHODES is a trademark of Brungraff, Honnich & Company, P.A.



PANDA EXPRESS, INC.  
 1683 Walnut Grove Ave.  
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 Facsimile: 626.372.8288

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REVISIONS:

NO.	DESCRIPTION

ISSUE DATE:


DRAWN BY:

PANDA PROJECT #: S8-20-D6790  
 ARCH PROJECT #: 18044.035



ARCHITECT:

**hckloverarchitect**  
 10955 LOWELL AVENUE, SUITE 700  
 OVERLAND PARK, KS 66210  
 ph: 913.649.8181 • fx: 913.649.1275

**PANDA EXPRESS**

TRUE WARM & WELCOME 2300 R1  
 CANAL ST. & WINCHESTER BLVD  
 CANAL-WINCHESTER, OH 43110

EXISTING SITE CONDITIONS





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REVISIONS:

NO.	DESCRIPTION	DATE

ISSUE DATE:

NO.	DESCRIPTION	DATE
1st	PERMIT/BID SET	01-13-20

DRAWN BY:

PANDA PROJECT #: S8-20-D6790  
ARCH PROJECT #: 18044.035

**hckloverarchitect**  
8813 Penrose Lane, Suite 400,  
Lenexa, KS 66219  
ph: 913.649.8181 • fx: 913.649.1275

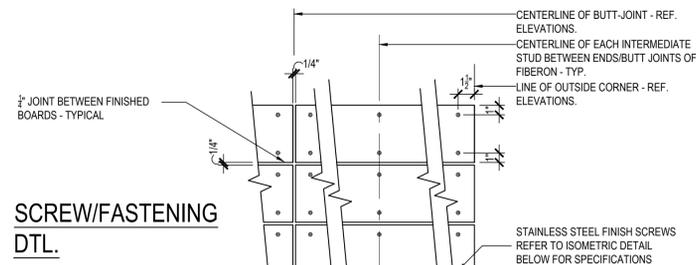
**PANDA EXPRESS**

TRUE WARM & WELCOME 2300  
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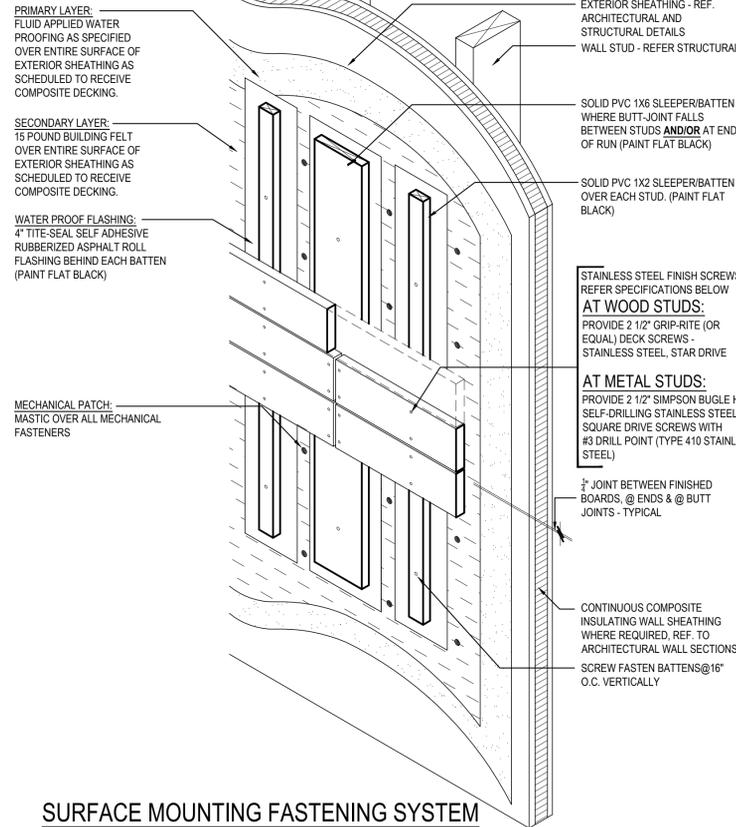
**A-201**

EXTERIOR  
ELEVATIONS

TRUE WARM & WELCOME 2300 R1

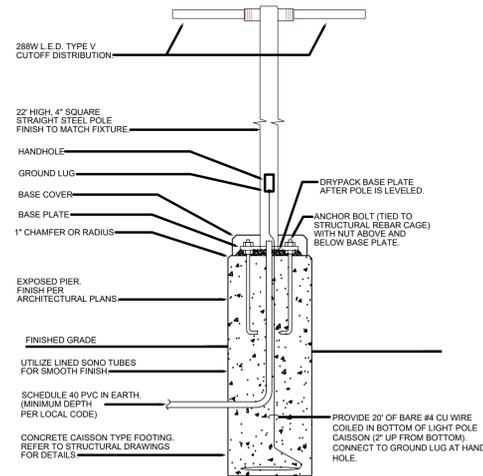


**WATER/AIR BARRIER**



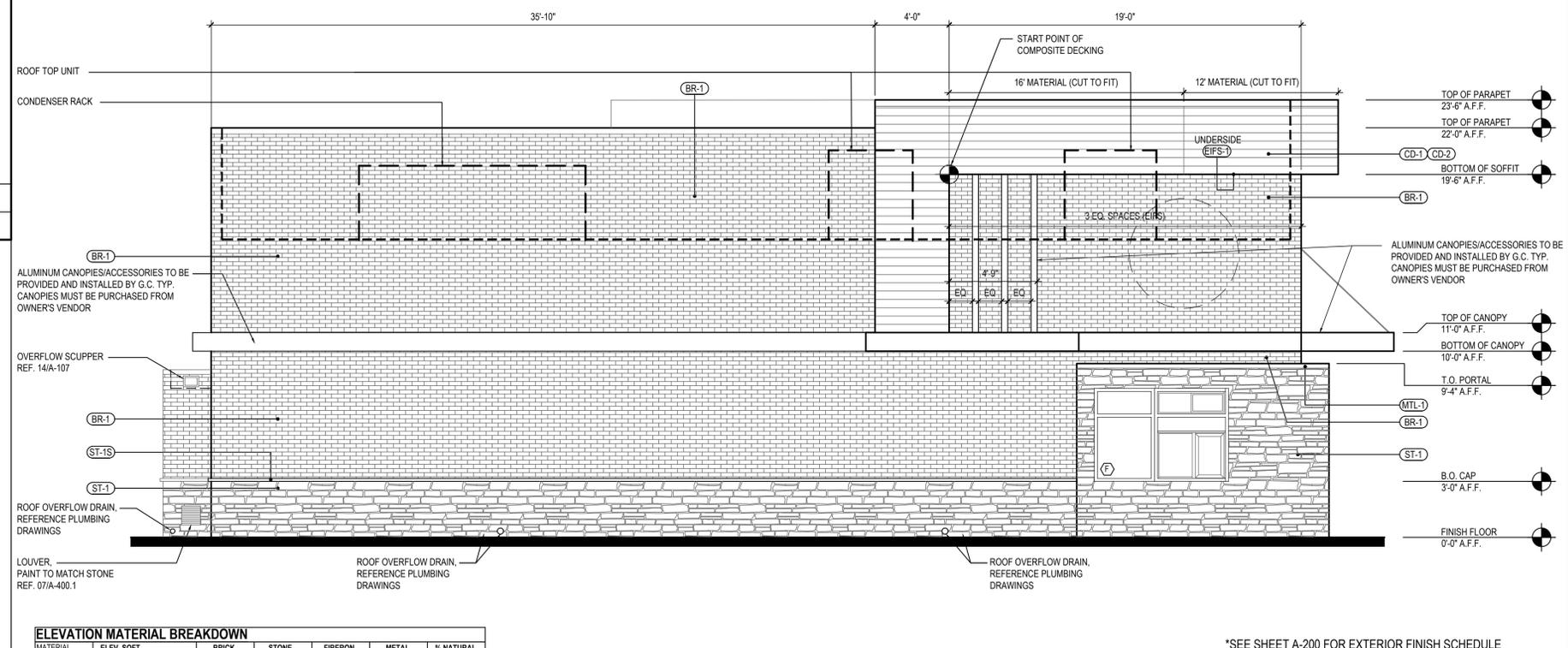
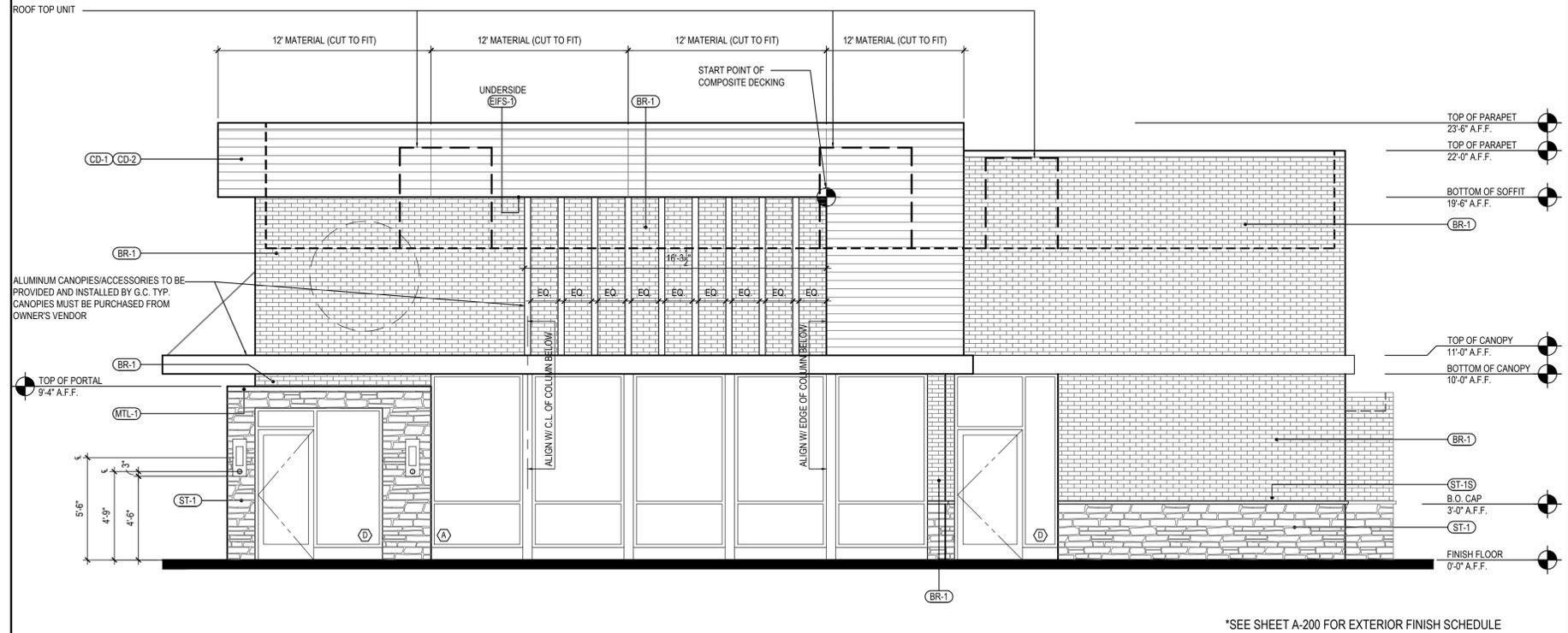
**SURFACE MOUNTING FASTENING SYSTEM**

**COMPOSITE DECK FASTENING & WATER PROOFING DTLs** 3  
Scale= 1 1/2" = 1'-0" A-201



NOTE: THIS DETAIL IS FOR ELECTRICAL INSTALLATION ONLY. REFER TO STRUCTURAL DRAWINGS FOR MORE INFORMATION.

**POLE MOUNTING DETAILS** 4  
NO SCALE A-201



**ELEVATION MATERIAL BREAKDOWN**

MATERIAL	ELEV. SQFT.	BRICK	STONE	FIBERON	METAL	% NATURAL
SOUTH ELEV.	842.55	615.38	78.43	-	52	88.5
NORTH ELEV.	806.99	467.65	117.91	173.68	47.37	94.08
WEST ELEV.	1,022.65	618.99	105.7	224.04	67.73	92.77
EAST ELEV.	1,343.95	885.52	243.6	134	80.82	93.99

**GLAZING BETWEEN 2'-0" & 10'-0"**

	2' TO 10' SQFT.	GLASS SQFT.	PERCENTAGE
NORTH ELEV.	345.02	124.88	36.1%
WEST ELEV.	481.69	245.89	71.4%

01-13-20 PERMIT/BID SET



NORTHWEST PERSPECTIVE 2

Scale= NTS A-201.1



SOUTHWEST PERSPECTIVE 1

Scale= NTS A-201.1



PANDA EXPRESS, INC.  
1683 Walnut Grove Ave.  
Rosemead, California  
91770  
Telephone: 626.799.9898  
Facsimile: 626.372.8288

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REVISIONS:

NO.	DESCRIPTION	DATE

ISSUE DATE:

NO.	DESCRIPTION	DATE
1st	PERMIT/BID SET	01-13-20

DRAWN BY:

PANDA PROJECT #: S8-20-D6790  
ARCH PROJECT #: 18044.035

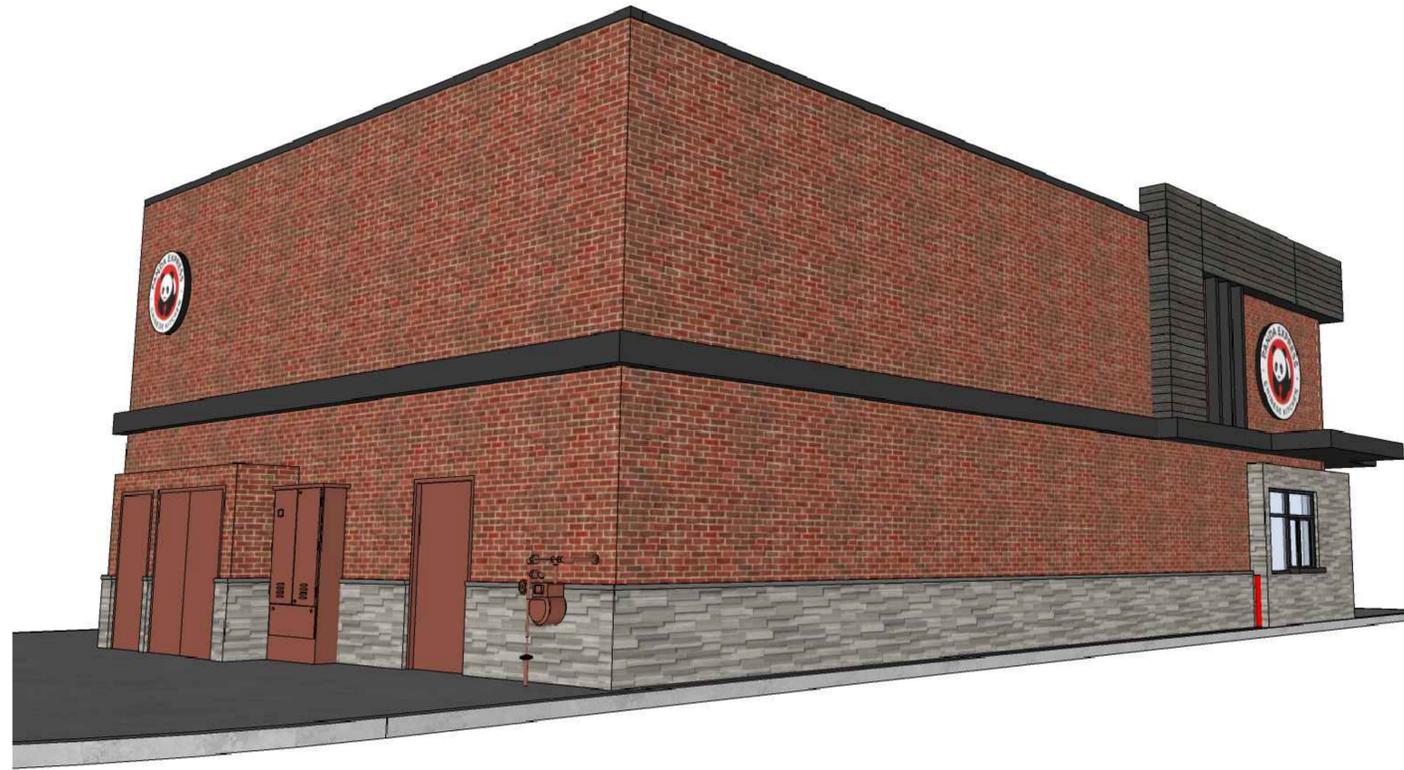
**hckloverarchitect**  
8813 Penrose Lane, Suite 400,  
Lenexa, KS 66219  
ph: 913.649.8181 • fx: 913.649.1275

PANDA EXPRESS

TRUE WARM & WELCOME 2300  
CANAL ST. & WINCHESTER BLVD  
CANAL-WINCHESTER, OH 43110

A-201.1

EXTERIOR  
PERSPECTIVE



SOUTHEAST PERSPECTIVE 2

Scale= NTS | A-201.2



EAST ELEVATION 1

Scale= NTS | A-201.2



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REVISIONS:

NO.	DESCRIPTION	DATE

ISSUE DATE:

NO.	DESCRIPTION	DATE
1st	PERMIT/BID SET	01-13-20

DRAWN BY:

PANDA PROJECT #: S8-20-D6790  
ARCH PROJECT #: 18044.035

**hckloverarchitect**  
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PANDA EXPRESS

TRUE WARM & WELCOME 2300  
CANAL ST. & WINCHESTER BLVD  
CANAL-WINCHESTER, OH 43110

A-201.2

EXTERIOR  
PERSPECTIVE







PERSPECTIVE VIEW

PANDA EXPRESS

Panda Express  
Canal St/Winchester Blvd,  
Canal Winchester, OH  
May, 2019

300 12/11/19



**Project Information**

PANDA PROJECT ID#  
D#

**Date / Description**

09/19/18 Issue Date

12/11/19 <sup>300</sup> - updated site plan  
- completed package

**Allen Industries**

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**Code Summary**

**WATERLOO CROSSING SIGN CRITERIA**

**WALL SIGNS:**  
 Only one (1) building fascia shall be identified by a sign.  
 Individual building sign locations are to be approved by landlord.  
 All building fascia signs shall be individually lettered and internally illuminated.  
 No-back-illuminated signs.  
 No signs of box or cabinet type employing transparent, translucent, or luminous plast background panels.  
 Max letter height 24"  
 Must be within the limitations of the sign fascia area.  
 Letters shall be mounted at least one inch (1") off sign band fascia to permit drainage at the rear.

**PYLON / MONUMENT**  
 1 per outparcel  
 Max SF: 50SF  
 Max Height: 6'-0"  
 Must have a 30" high brick base utilizing the brick used for the retail center.  
 Shall reflect uniform shape and shall be set in a frame of dark brown, black, or bronze color.  
 A maximum of three (3) finish materials shall be used.  
 All ground signs shall have a minimum landscaped area of one hundred SF (100 SF). Landscaping shall be complimentary to the signage and may include evergreen shrubs, flowers, mulch, and/or seasonal ground covers.

**DIRECTIONAL SIGNS:**  
 Max copy area typeface shall be 4 SF  
 Max OAH 3 ft  
 Each outparcel building site shall provide appropriate directional signage at ingress/egress access points.

**MENU BOARD:**  
 Not Covered by the Sign Criteria

SIGNS	LOCATION	HEIGHT	WIDTH	AGGRAGATE	PROPOSED	BALANCE
A	SHORT FRONT - 2'-6" STACKED WHITE LETTER SET	3'-11 33/8"	13'-5 1/2"	175 SF	53.13	121.87
B	LONG FRONT ELEVATION 6'-0" LOCKUP	6'-0"	6'-0"	121.87	36.00	85.87
C	DRIVE THRU ELEVATION 6'-0" LOCKUP	6'-0"	6'-0"	85.87	36.00	49.87
D	REAR 4'-0" LOCKUP	4'-0"	4'-0"	49.87	16.00	33.87
S1	TENANT PANELS ON EXISTING WATERLOO CROSSING SIGN	TBD	TBD			



**Client Review Status**  
 Allen Industries, Inc. requires that an "  Approved" drawing be obtained from the client prior to any production release or production release revision.  
 Approved  Approved as Noted  Revise & Resubmit  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**Notes**

-	
-	
-	
-	

**Date / Description**

09/19/18	Issue Date
-	△ -
-	△ -
-	△ -

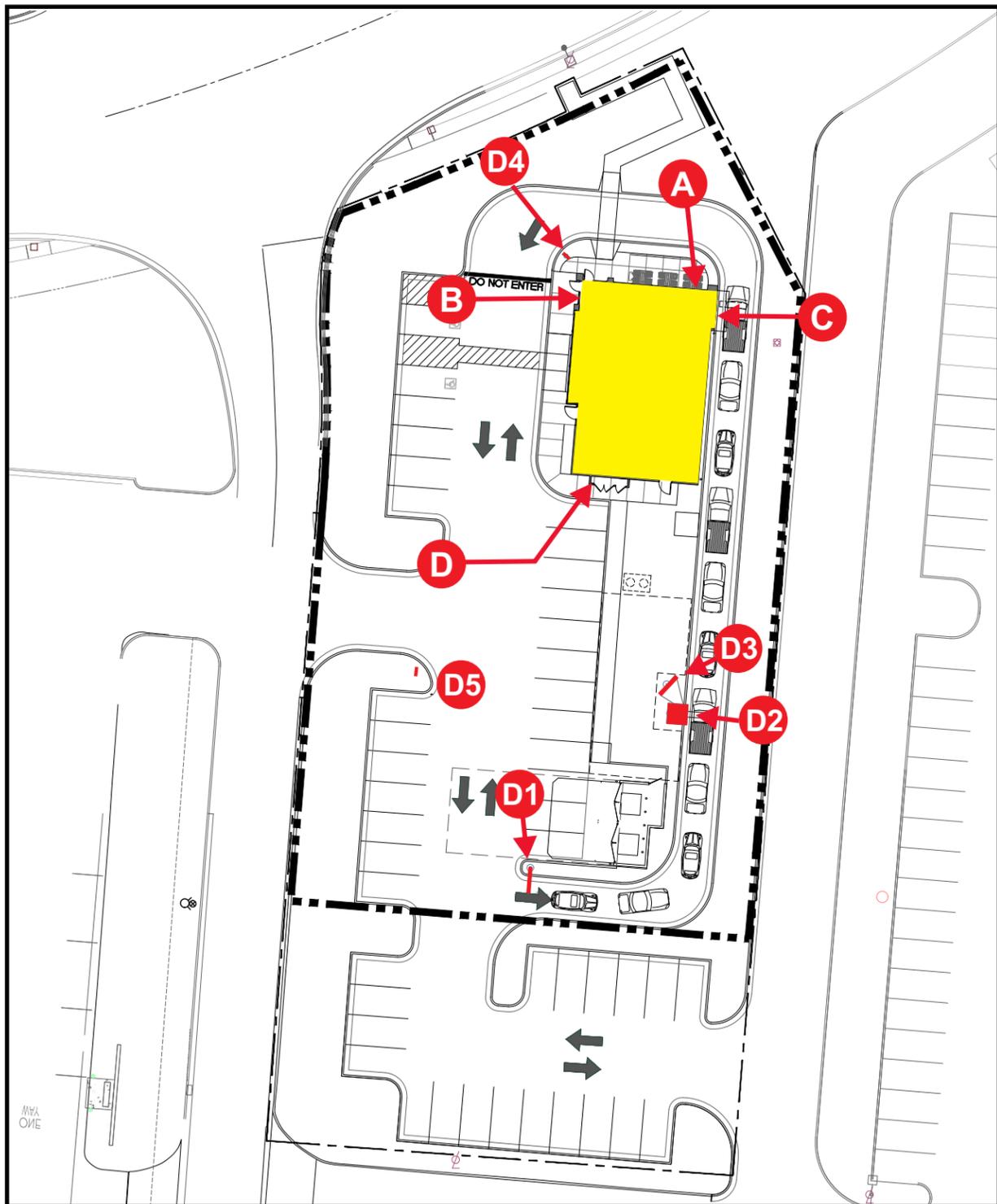
**Project Information**

Client	Panda Express
	Canal St/Winchester Blvd,
	Canal Winchester, OH - D6790
File	Canal Winchester, OH OP009958 300
Sales	CB Design DE/BH/ED PM GT

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# PANDA EXPRESS



**A** 2'-6" WHITE STACKED LETTERSET

**B** 6'-0" LOCKUP

**D** 4'-0" LOCKUP

**C** FLUSH MOUNT  
PUSH THRU GRAPHICS

FLUSH MOUNT  
PUSH THRU GRAPHICS



\*Flat face w/  
3/4" push thru copy  
and red disc logo



# PANDA EXPRESS

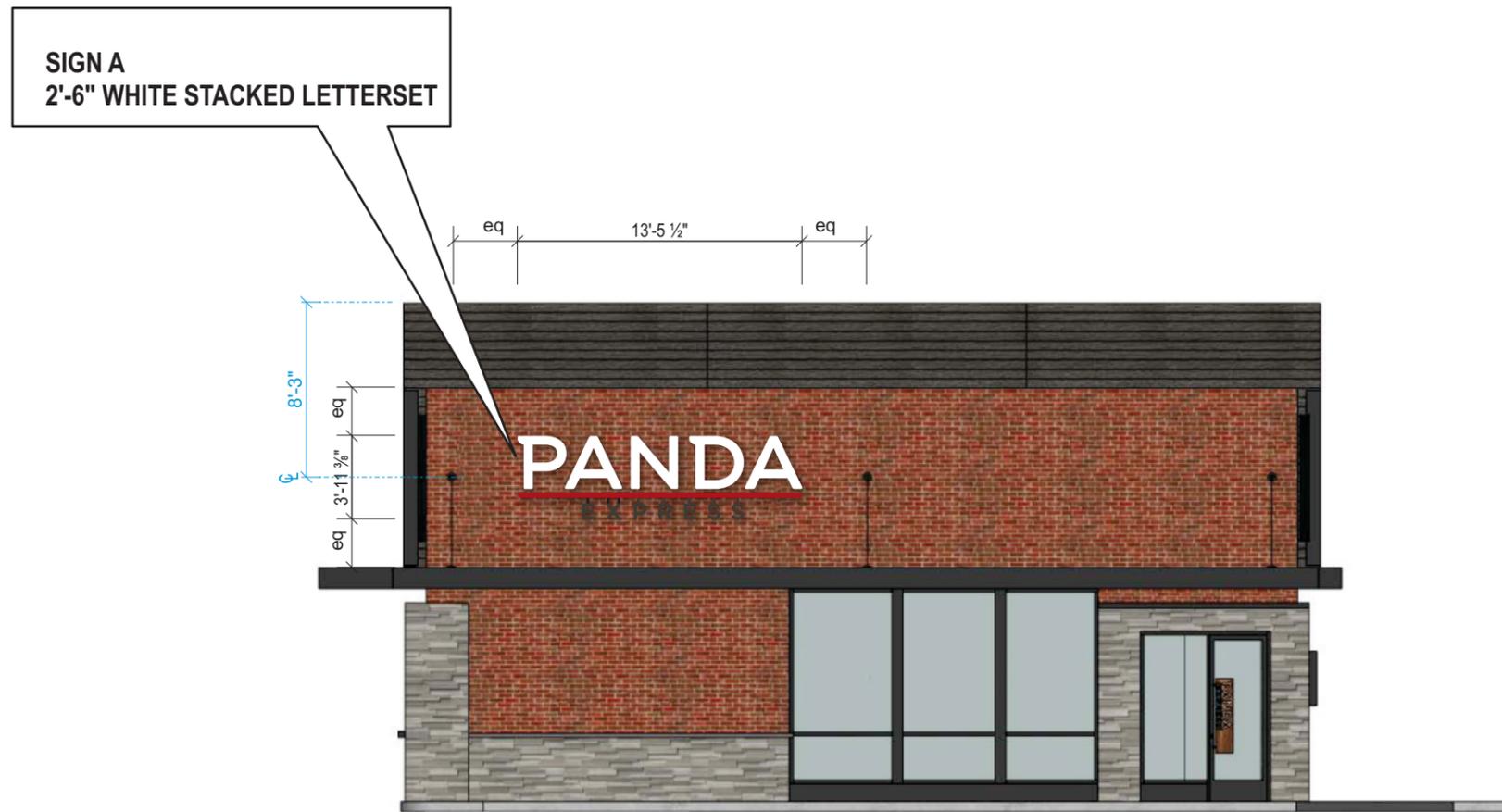
Client Review Status		Notes	Date / Description	Project Information
<input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise & Resubmit			09/19/18 Issue Date	Client Panda Express
Name	Date			Canal St/Winchester Blvd, Canal Winchester, OH - D6790
Title				File Canal Winchester, OH OP009958 300
				Sales CB Design DE/BH/ED PM GT

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SIGNS	LOCATION	HEIGHT	WIDTH	AGGRAGATE	PROPOSED	BALANCE
A	SHORT FRONT - 2'-6" STACKED WHITE LETTER SET	3'-11 33/8"	13'-5 1/2"	175 SF	53.13	121.87



**SHORT FRONT ELEVATION**  
Scale: 1/8" = 1'-0"



**Client Review Status**

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 Approved  Approved as Noted  Revise & Resubmit  
 Name \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_

**Notes**

-	

**Date / Description**

09/19/18	Issue Date
-	1 -
-	2 -
-	3 -
-	4 -

**Project Information**

Client	Panda Express
	Canal St/Winchester Blvd,
	Canal Winchester, OH - D6790
File	Canal Winchester, OH OP009958 300
Sales	CB Design DE/BH/ED PM GT

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SIGNS	LOCATION	HEIGHT	WIDTH	AGGRAGATE	PROPOSED	BALANCE
B	LONG FRONT ELEVATION 6'-0" LOCKUP	6'-0"	6'-0"	121.87	36.00	85.87



**LONG FRONT ELEVATION**  
Scale: 1/8" = 1'-0"



Client Review Status	Notes	Date / Description	Project Information
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		- 1 -	
		- 2 -	
		- 3 -	
		- 4 -	

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SIGNS	LOCATION	HEIGHT	WIDTH	AGGRAGATE	PROPOSED	BALANCE
C	DRIVE THRU ELEVATION 6'-0" LOCKUP	6'-0"	6'-0"	85.87	36.00	49.87



**DRIVE THRU ELEVATION**  
Scale: 1/8"= 1'-0"

Scales are approximated based off nominal 7'-0" entry door OAH



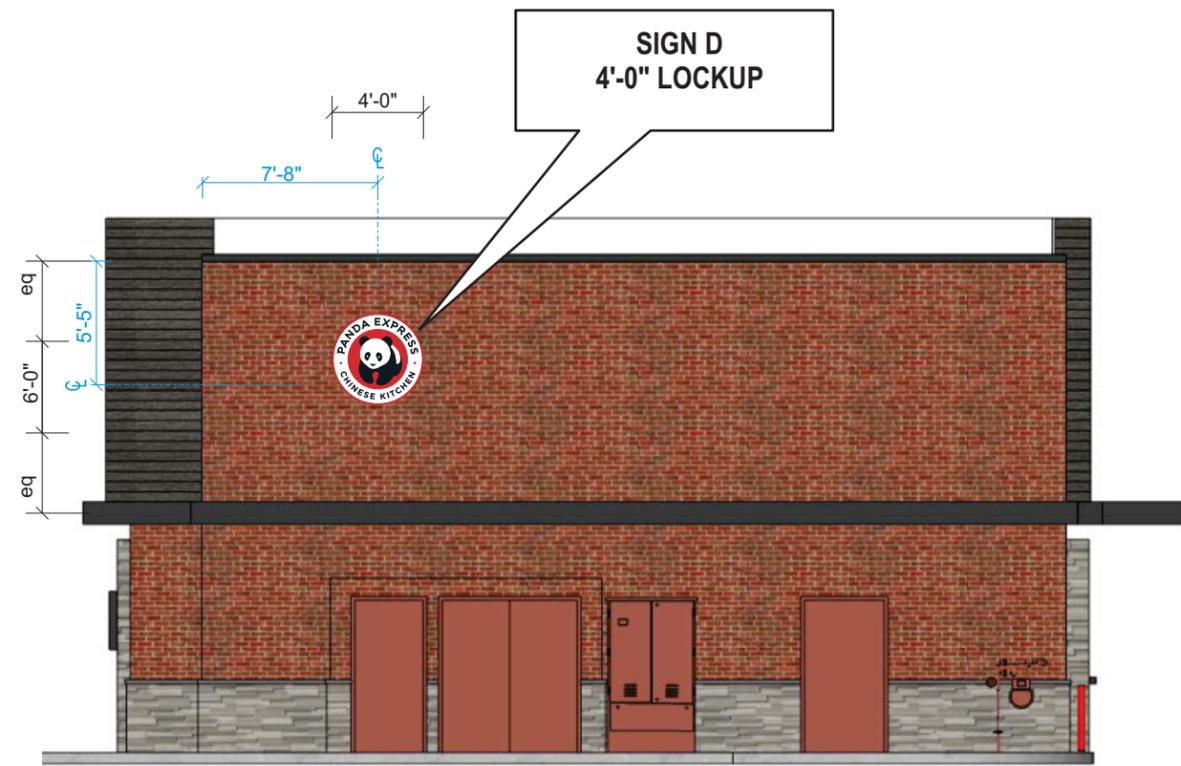
Client Review Status	Notes	Date / Description	Project Information
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise & Resubmit	-	09/19/18 Issue Date	Client Panda Express
Name _____	_____	-	Canal St/Winchester Blvd,
Title _____	_____	-	Canal Winchester, OH - D6790
	_____	-	File Canal Winchester, OH OP009958 300
	_____	-	Sales CB Design DE/BH/ED PM GT

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SIGNS	LOCATION	HEIGHT	WIDTH	AGGRAGATE	PROPOSED	BALANCE
D	REAR 4'-0" LOCKUP	4'-0"	4'-0"	49.87	16.00	33.87



**REAR ELEVATION**  
Scale: 1/8"= 1'-0"



Client Review Status	Notes	Date / Description	Project Information
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Name _____	_____	- <input checked="" type="checkbox"/> -	Canal St/Winchester Blvd,
Title _____	_____	- <input checked="" type="checkbox"/> -	Canal Winchester, OH - D6790
_____	_____	- <input checked="" type="checkbox"/> -	File Canal Winchester, OH OP009958 300
_____	_____	- <input checked="" type="checkbox"/> -	Sales CB   Design DE/BH/ED PM GT

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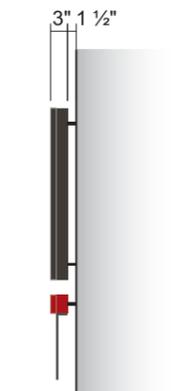




**LETTERSET FRONT VIEW**

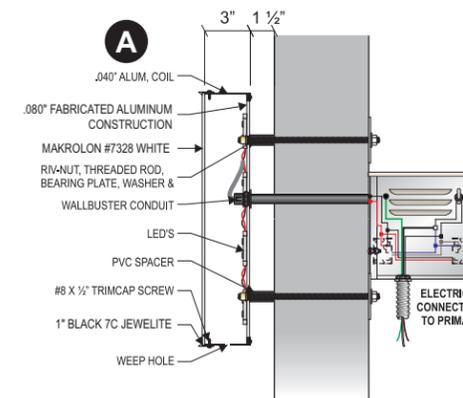
SCALE: 3/8"= 1'-0"

OA SQ FT: 53.13



**SIDE VIEW**

SCALE: 3/8"= 1'-0"

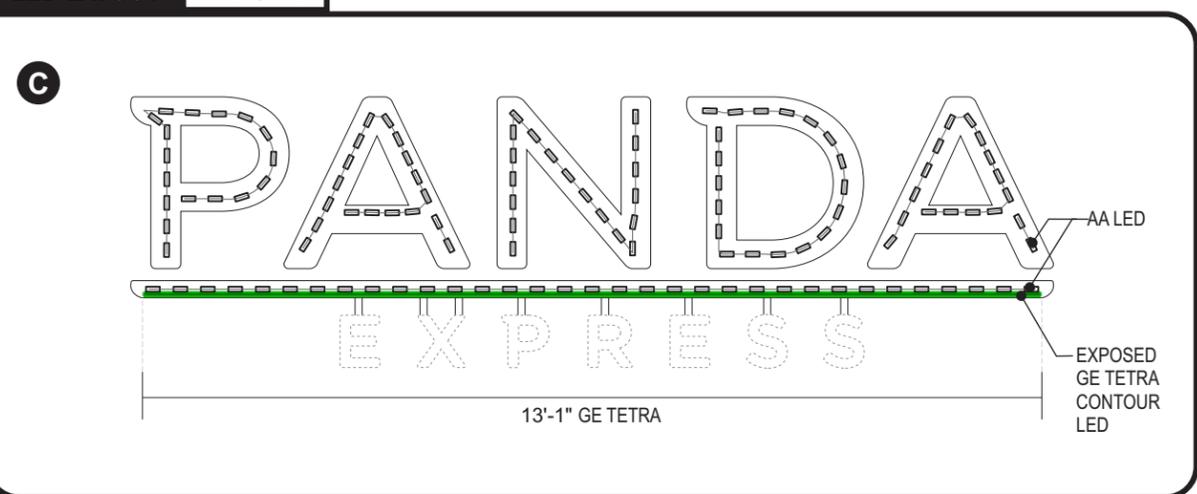


**SECTION VIEW  
DUAL LIT LETTERS**

SCALE: 1"= 1'-0"

300 12/11/19

**LED LAYOUT AMPS: XX**



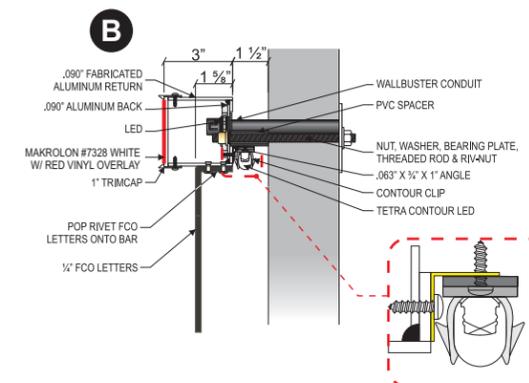
- MAKROLON #7328 WHITE/ WHITE
- PAINT: PMS BLACK 7C SATIN FINISH
- PAINT: AKZO PANDA RED (AKZO SIGN 3762) SATIN FINISH

**STANDARD PANDA FACE, RETURNS AND TRIM CAP COLOR SPECS**

- VINYL: 3M #3635-70 DIFFUSER FILM
- VINYL: 3M #3630-22 BLACK (STRIPS)
- VINYL: 3M #3630-33 RED VINYL

**VINYL SPECS**

**NOTES:**  
1.) Bar electrical and support may need to be bridged from main sign.



**SECTION VIEW  
BAR W/ FCO LETTERS**

SCALE: 1 1/2"= 1'-0"

**A**

**FACE-LIT LETTERS:**

**FACE:** 150" BAYER MAKROLON #7328  
**TRIMCAP:** 1" BLACK PMS7C JEWELITE  
**RETURN:** .040" X 3" BLACK/WHITE COIL PAINTED TO MATCH BLACK 7C SATIN FINISH  
**BACKER:** .080" FABRICATED ALUM. CONSTRUCTION, ULTRA WHITE GLOSS FINISH. MIN 85 BRIGHTNESS

**B**

**BAR W/ FCO LETTERS**

**FACE:** .150" BAYER MAKROLON #7328  
**1ST SURFACE:** 3M #3630-33 RED  
**TRIMCAP:** 1" RED TRIMCAP  
**RETURN:** .090" X 3" FABRICATED RETURN PAINTED TO MATCH AKZO PANDA RED (AKZO SIGN 3762) SATIN FINISH  
**BACKER:** .90" ALUMINUM BACK, INTERIOR PAINTED WHITE

**C**

**LED ILLUMINATION**

**PANDA LETTERS:**  
**MANUFACTURER:** AALED  
**ITEM#:** LS-MZ0612  
**COLOR:** (123) EXO LED COLD WHITE  
**POWER SUPPLY:** 4-60W (12V)

**BAR W/ FCO LETTERS**  
**MANUFACTURER:** GE  
**ITEM#:** TETRA CONTOUR  
**LENGTH:** 13'-4" OPEN FACE ILLUM. 79.57 W / 1.1 AMPS

**D**

**ATTACHMENT**

MECHANICAL FASTENERS AS REQUIRED PER WALL CONSTRUCTION. IF INSTALLED OVER PANEL SYSTEM OR EIFS SYSTEM SPACERS REQUIRED

**Allen Industries** MET E212503  
 Listed Electric Sign Complies with UL48 CSA C22.2 No.207 AI1 017510  
 THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.  
**GROUNDING ELECTRICAL CONNECTIONS**

**PANDA**  
EXPRESS

Client Review Status	
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<input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise & Resubmit	
Name _____	Date _____
Title _____	

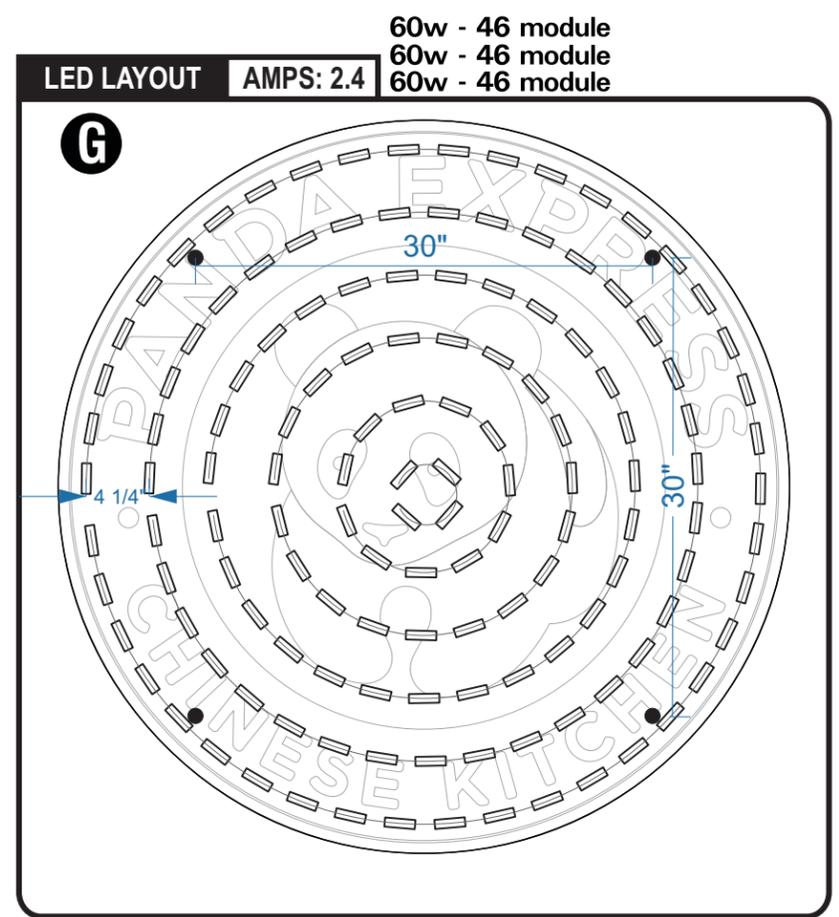
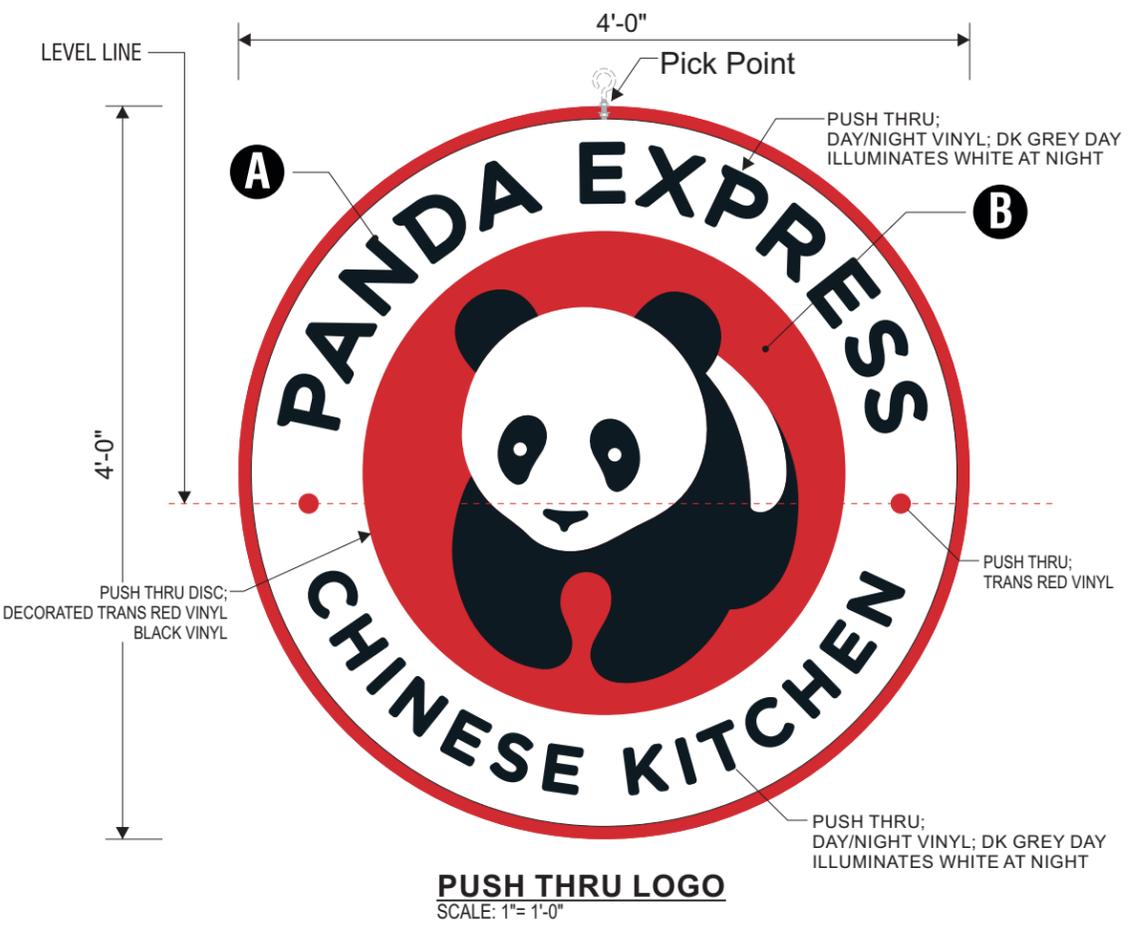
Notes
-
-
-
-

Date / Description
09/19/18 Issue Date
-
-
-

Project Information
Client Panda Express
Canal St/Winchester Blvd, Canal Winchester, OH - D6790
File Canal Winchester, OH OP009958 300
Sales CB Design DE/BH/ED PM GT

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OA SQ FT: 16  
TOTAL SQ FT: 12.56

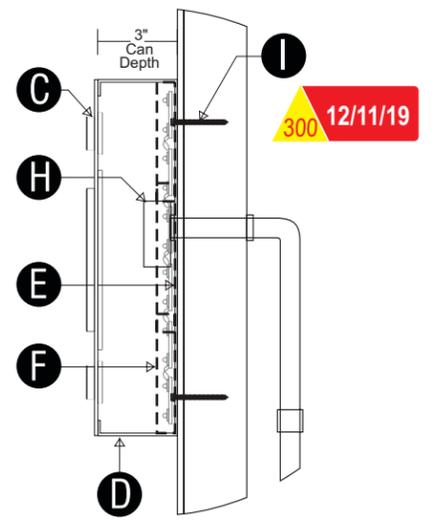
**NOTES:**  
1.) bumpers as per needed to be placed behind back vinyl to prevent shadows  
2.) remote power

- BLACK
- PMS BLACK 7C (SATIN FINISH)
- CLEAR ACRYLIC BACKED W/ WHITE DIFFUSER

STANDARD PANDA FACE, RETURNS AND TRIM CAP COLOR SPECS

- 3M 3630-0171 DAY/NIGHT
- 3M 180C-22 BLACK
- PMS 711C RED  
3M-SCOTCHCAL RED 3630-33

STANDARD PANDA VINYL COLOR SPECS



ILLUM NIGHT VIEW

**Allen Industries**  
MET FILE NUMBER: E212503

Listed Electric Sign Complies with UL48  
CSA C22.2 No. 207  
A11 017510  
E212503

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

**GROUNDING ELECTRICAL CONNECTIONS**

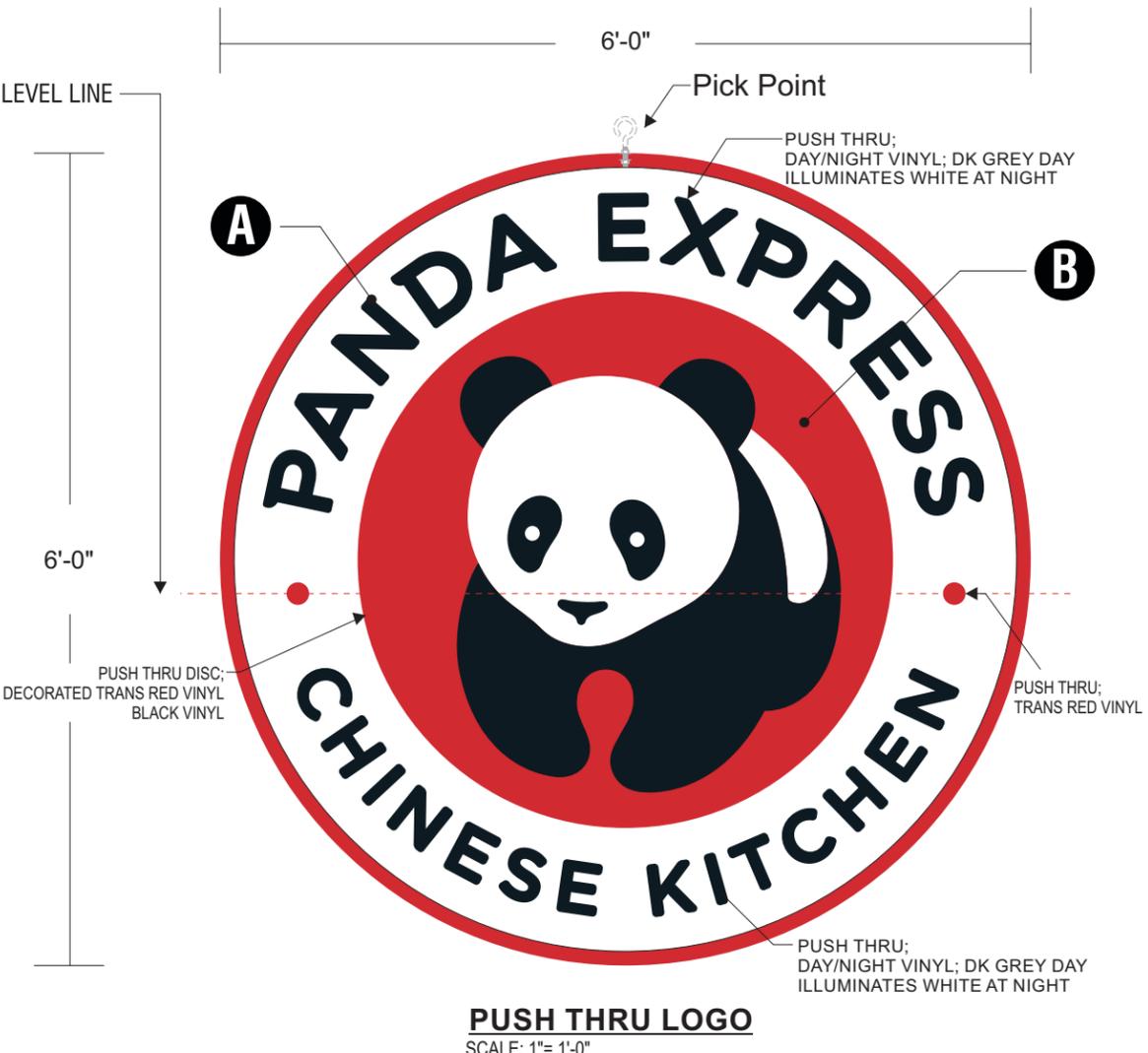
A	B	C	D	E	F	G	H	I
<p><b>FACE MATERIAL</b></p> <p>MANUFACTURER: ALUMINUM SIZE/THICKNESS: .090" COLOR: WHITE FINISH: AKZO NOBLE BAKED ENAMEL SATIN FINISH</p>	<p><b>VINYL MATERIAL SPEC</b></p> <p>MANUFACTURER: 3M VINYL TYPE: CAST - SEE PRODUCT COLOR SPEC</p>	<p><b>PUSH THRU MATERIAL</b></p> <p>MATERIAL: ACRYLIC SIZE/THICKNESS: 3/4" SHOULDER CUT COLOR: CLEAR FINISH: GLOSS NOTES: METAL REINFORCED INSERT</p>	<p><b>RETURN MATERIAL</b></p> <p>FABRICATED ALUMINUM CONSTRUCTION SIZE/THICKNESS: 4'-0" AND OVER: 3 1/2" X .063" 3'-6" AND UNDER: 3" X .063" COLOR: PAINTED PMS BLACK 7C FINISH: GLOSS NOTES: INTERIOR PAINTED ULTRA WHITE (MIN 85 BRIGHTNESS); BAFFLED DRAIN HOLES</p>	<p><b>BACKING MATERIAL</b></p> <p>FABRICATED ALUMINUM CONSTRUCTION SIZE/THICKNESS: .080" COLOR: ULTRA WHITE FINISH: GLOSS NOTES: MIN 85 BRIGHTNESS</p>	<p><b>FRAMING MATERIAL</b></p> <p>MATERIAL: ALUMINUM SIZE/THICKNESS: 1" x 1" x .125" COLOR: NONE FINISH: NONE NOTES: WELD TO RETURNS</p>	<p><b>ILLUMINATION MATERIAL SPEC</b></p> <p>MANUFACTURER: AA LED MODEL: ITEM#: LS-MZ0612 COLOR: EXO LED WHITE LENGTH: 138 MODULES NOTES: VERSION 2; 4 YEARS PARTS &amp; LABOR WARRANTY WITH UL APPROVED DRIVER •ELEC OUT TO BE CENTERED ON SIGN, 6" FROM BASE.</p>	<p><b>POWER SUPPLY SPEC</b></p> <p>MANUFACTURER: AA LED OR SIMIL UL APPROVED LED DRIVER MODEL: 60W 12V NOTES: TOTAL NO. TRANSFORMERS: (3) 60W</p>	<p><b>ATTACHMENT</b></p> <p>FLUSH MOUNT: 3/8" LIBERTY ("T" STYLE) TOGGLES OR EQUIVALENT</p>

Client Review Status	Notes	Date / Description	Project Information
<p>Allen Industries, Inc. requires that an " <input type="checkbox"/> Approved" drawing be obtained from the client prior to any production release or production release revision.</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise &amp; Resubmit</p> <p>Name _____ Title _____ Date _____</p>	<p>-</p>	<p>09/19/18 Issue Date</p> <p style="text-align: center;">▲</p> <p>-</p> <p style="text-align: center;">▲</p> <p>-</p> <p style="text-align: center;">▲</p> <p>-</p> <p style="text-align: center;">▲</p>	<p>Client Panda Express Canal St/Winchester Blvd, Canal Winchester, OH - D6790</p> <p>File Canal Winchester, OH OP009958 300</p> <p>Sales CB Design DE/BH/ED PM GT</p>

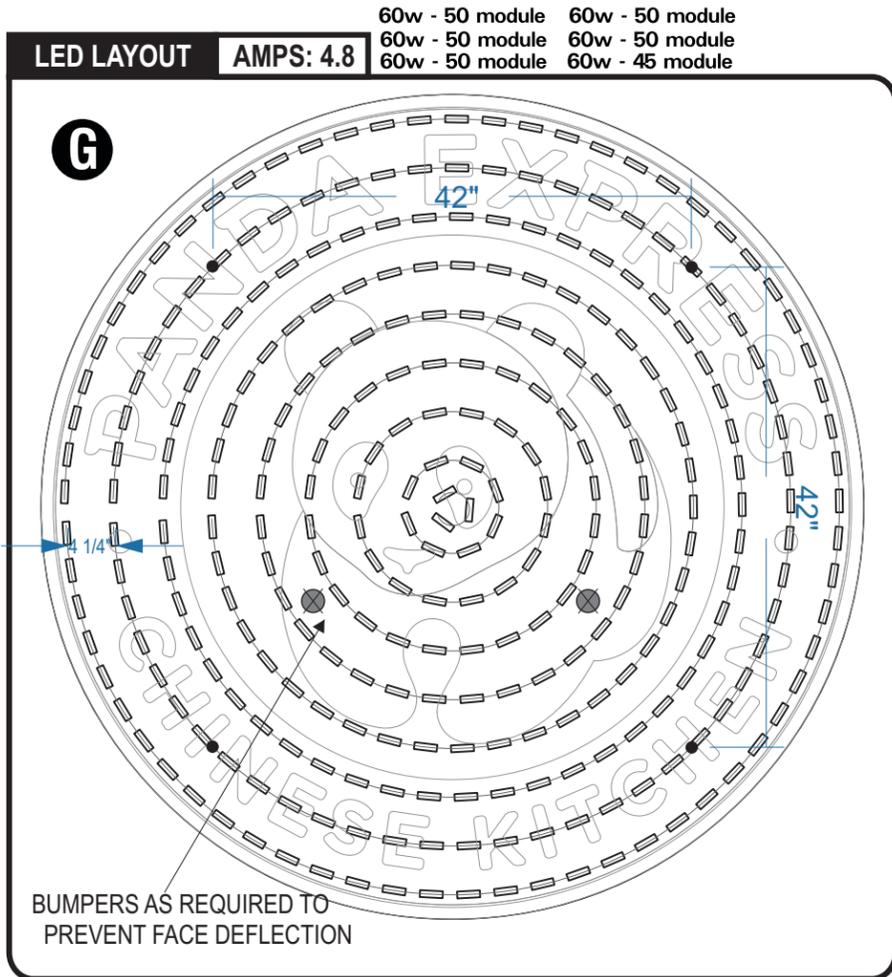


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**PUSH THRU LOGO**  
SCALE: 1"= 1'-0"



OA SQ FT: 36  
TOTAL SQ FT: 28.28

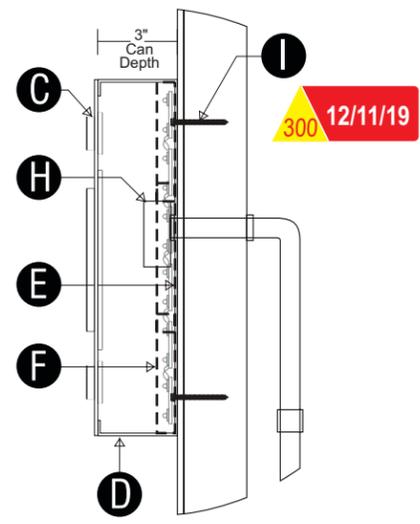
**NOTES:**  
1.) bumpers as per needed to be placed behind back vinyl to prevent shadows  
2.) remote power

- BLACK
- PMS BLACK 7C (SATIN FINISH)
- CLEAR ACRYLIC BACKED W/ WHITE DIFFUSER

STANDARD PANDA FACE, RETURNS AND TRIM CAP COLOR SPECS

- 3M 3630-0171 DAY/NIGHT
- 3M 180C-22 BLACK
- PMS 711C RED  
3M-SCOTCHCAL RED 3630-33

STANDARD PANDA VINYL COLOR SPECS



**ILLUM NIGHT VIEW**



Listed Electric Sign Complies with UL48  
CSA C22.2 No. 207  
A11 017510

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A	B	C	D	E	F	G	H	I
<p><b>FACE MATERIAL</b></p> <p>MANUFACTURER: ALUMINUM SIZE/THICKNESS: .090" COLOR: WHITE FINISH: AKZO NOBLE BAKED ENAMEL SATIN FINISH</p>	<p><b>VINYL MATERIAL SPEC</b></p> <p>MANUFACTURER: 3M VINYL TYPE: CAST - SEE PRODUCT COLOR SPEC</p>	<p><b>PUSH THRU MATERIAL</b></p> <p>MATERIAL: ACRYLIC SIZE/THICKNESS: 3/4" SHOULDER CUT COLOR: CLEAR FINISH: GLOSS NOTES: METAL REINFORCED INSERT</p>	<p><b>RETURN MATERIAL</b></p> <p>FABRICATED ALUMINUM CONSTRUCTION SIZE/THICKNESS: .080" 4'-0" AND OVER: 3 1/2" X .063" 3'-6" AND UNDER: 3" X .063" COLOR: PAINTED PMS BLACK 7C FINISH: GLOSS NOTES: INTERIOR PAINTED ULTRA WHITE (MIN 85 BRIGHTNESS); BAFFLED DRAIN HOLES</p>	<p><b>BACKING MATERIAL</b></p> <p>FABRICATED ALUMINUM CONSTRUCTION SIZE/THICKNESS: .080" COLOR: ULTRA WHITE FINISH: GLOSS NOTES: MIN 85 BRIGHTNESS</p>	<p><b>FRAMING MATERIAL</b></p> <p>MATERIAL: ALUMINUM SIZE/THICKNESS: 1" x 1" x .125" COLOR: NONE FINISH: NONE NOTES: WELD TO RETURNS</p>	<p><b>ILLUMINATION MATERIAL SPEC</b></p> <p>MANUFACTURER: AA LED MODEL: ITEM#: LS-MZ0612 COLOR: EXO LED WHITE LENGTH: 295 MODULES NOTES: VERSION 2; 4 YEARS PARTS &amp; LABOR WARRANTY WITH UL APPROVED DRIVER •ELEC OUT TO BE CENTERED ON SIGN, 6" FROM BASE.</p>	<p><b>POWER SUPPLY SPEC</b></p> <p>MANUFACTURER: AA LED OR SIMIL UL APPROVED LED DRIVER MODEL: 60W 12V NOTES: TOTAL NO. TRANSFORMERS: (6) 60W</p>	<p><b>ATTACHMENT</b></p> <p>FLUSH MOUNT: 3/8" LIBERTY ("T" STYLE) TOGGLES OR EQUIVALENT</p>



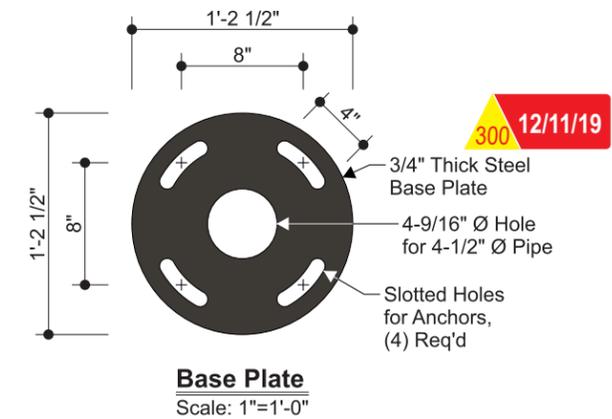
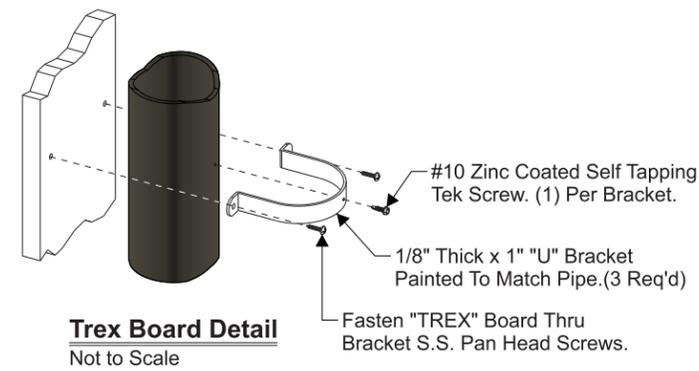
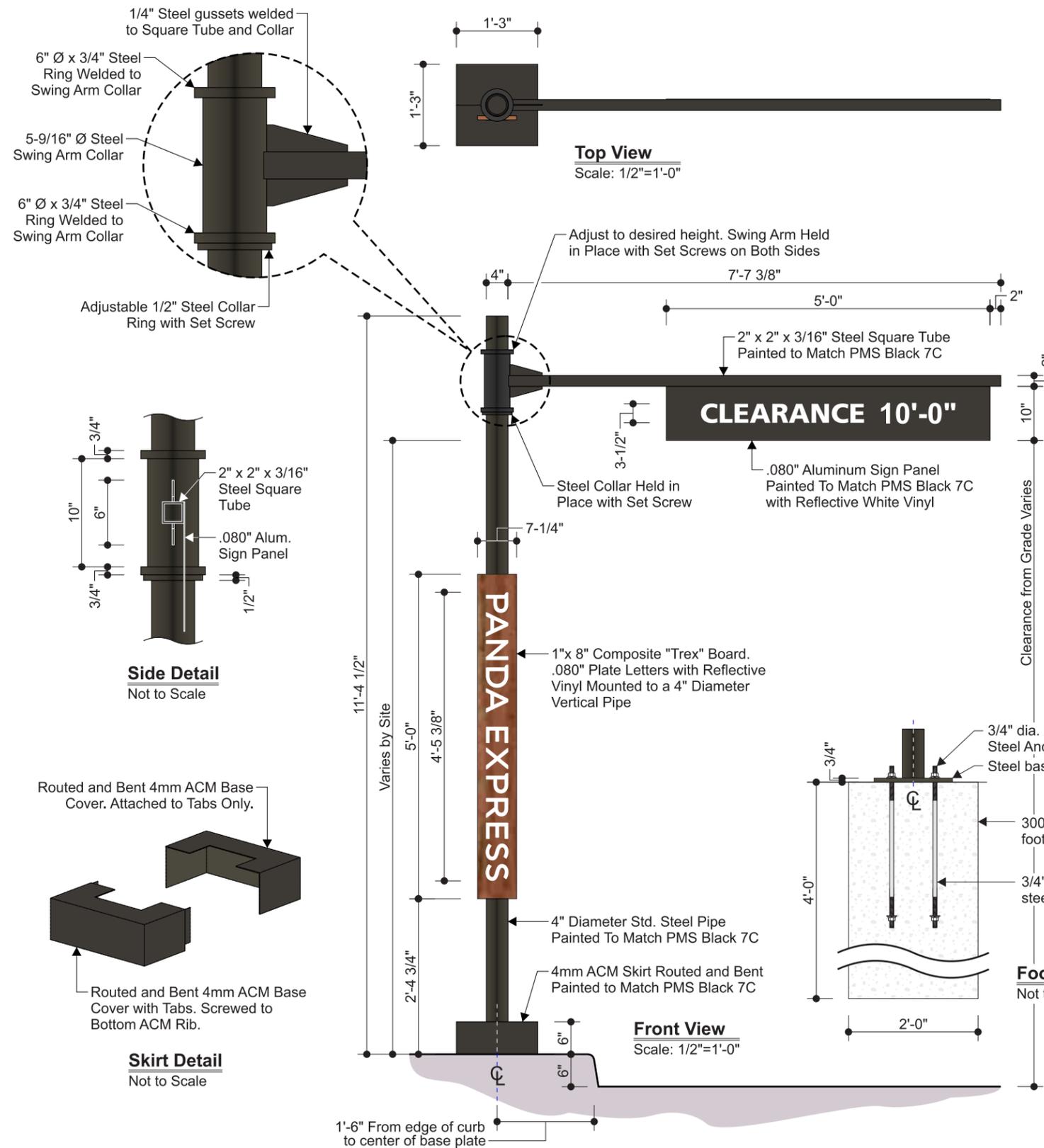
Client Review Status	Notes	Date / Description	Project Information
<p>Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision.</p> <p><input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise &amp; Resubmit</p> <p>Name _____ Title _____</p> <p>Date _____</p>	<p>-</p>	<p>09/19/18 Issue Date</p> <p>-</p> <p>-</p> <p>-</p>	<p>Client Panda Express Canal St/Winchester Blvd, Canal Winchester, OH - D6790 File Canal Winchester, OH OP009958 300 Sales CB Design DE/BH/ED PM GT</p>

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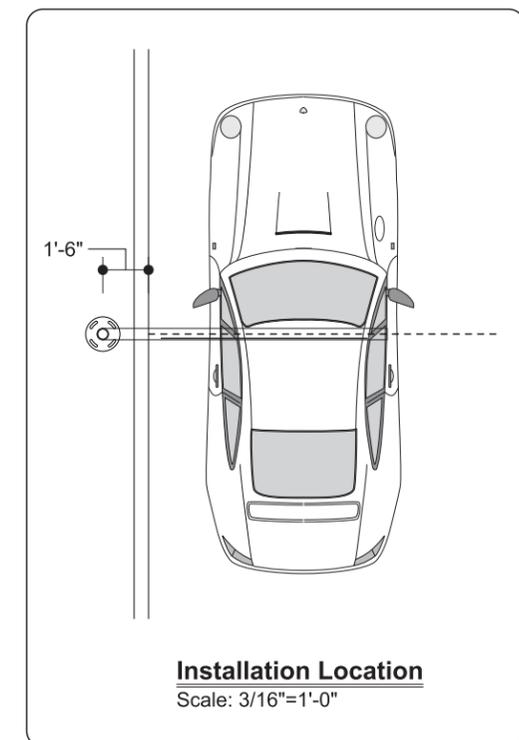
# Panda Express Clearance Bar

## Drive Thru Elements



### Color Specifications

- Trek Boards - Spiced Rum or Equivalent
- PMS Black 7C



# PANDA EXPRESS

### Client Review Status

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Approved  Approved as Noted  Revise & Resubmit

Name \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

### Notes

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### Date / Description

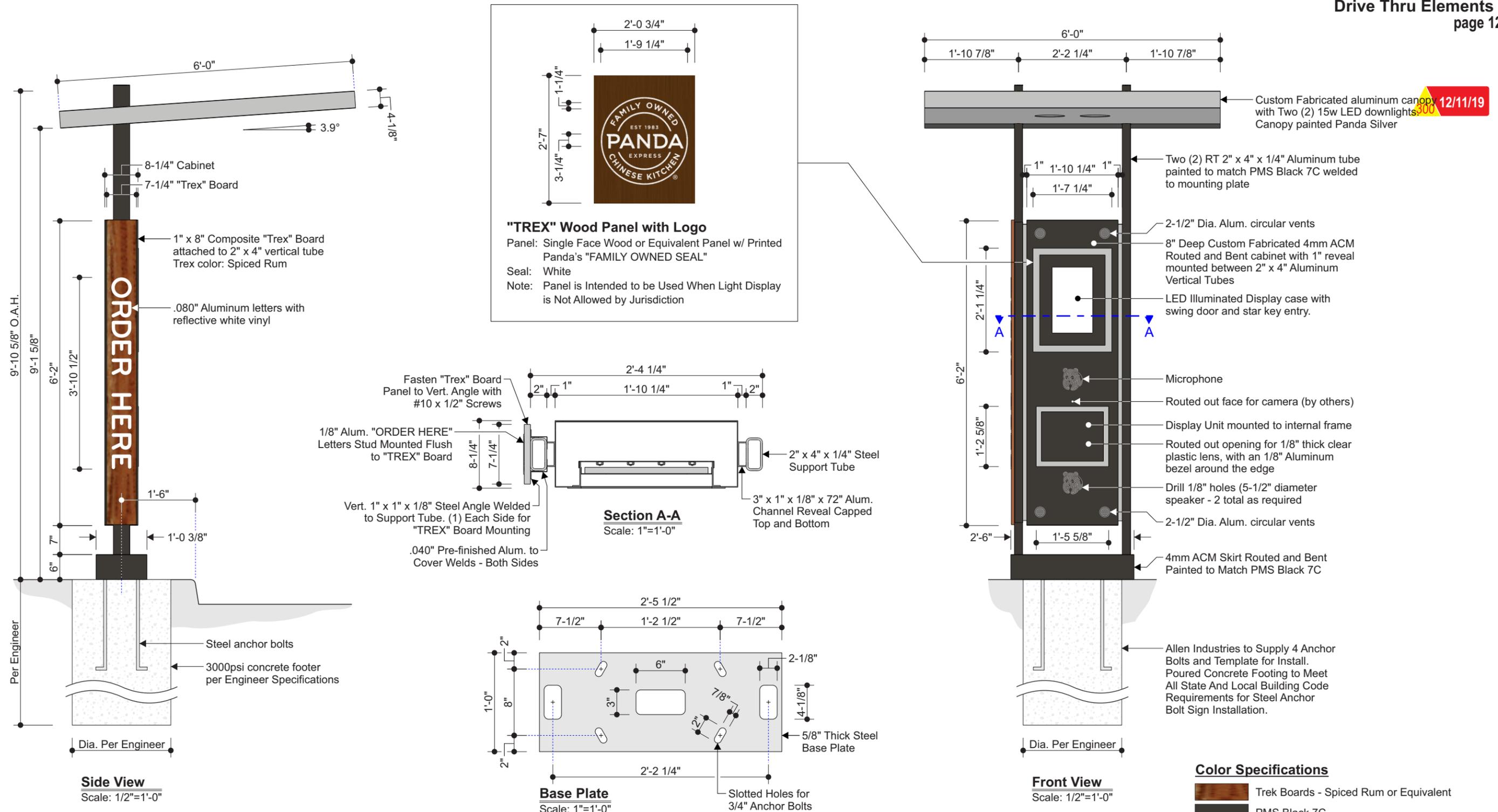
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-	1
-	2
-	3
-	4

### Project Information

Client	Panda Express
	Canal St/Winchester Blvd,
	Canal Winchester, OH - D6790
File	Canal Winchester, OH OP009958 300
Sales	CB Design DE/BH/ED PM GT

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Listed Electric Sign Complies with  
UL48  
CSA C22.2 No.207  
A11 017510

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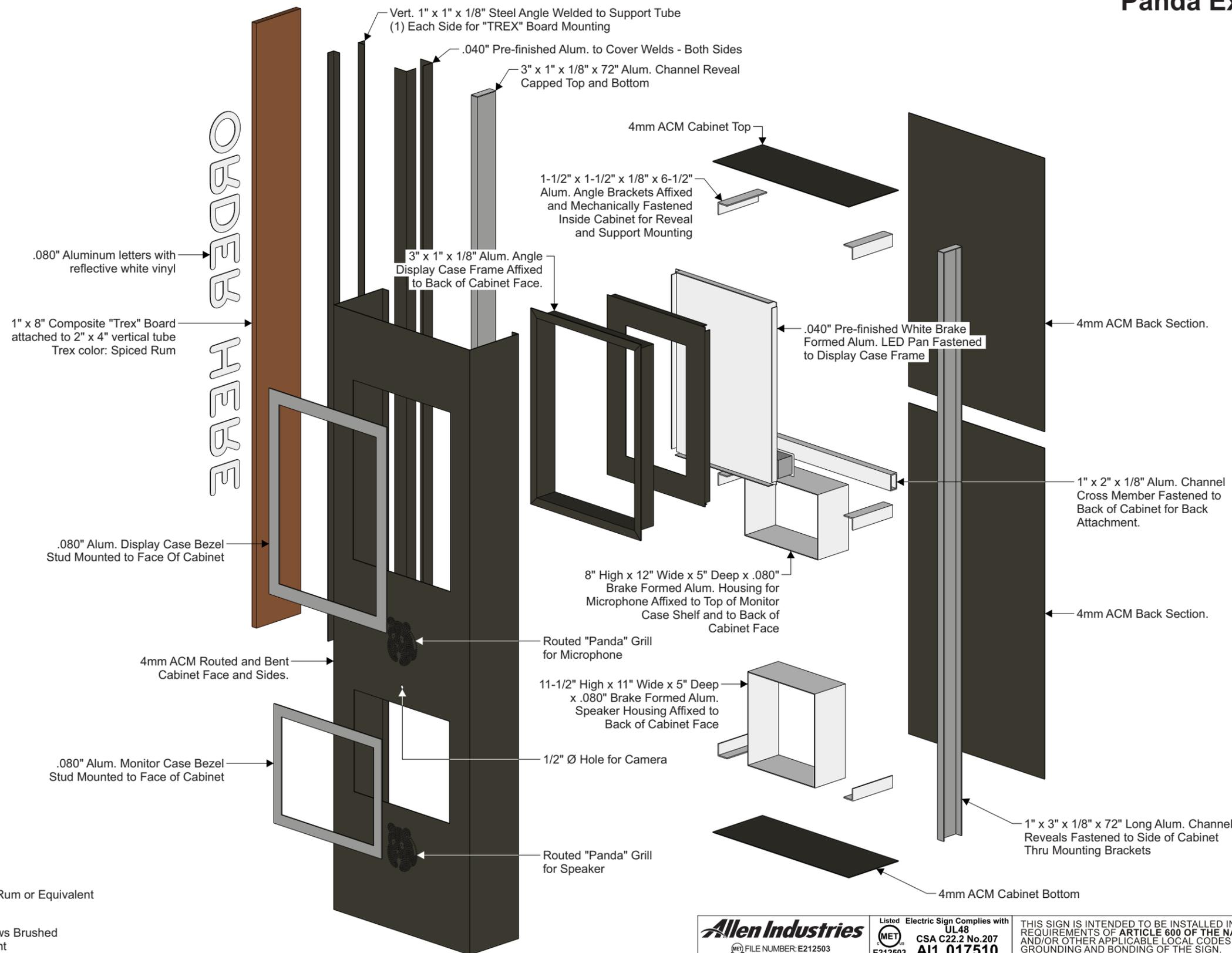
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<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Revise & Resubmit	Allen Industries, Inc. requires that an "Approved" drawing be obtained from the client prior to any production release or production release revision. Name _____ Title _____ Date _____	09/19/18 Issue Date - - -	Client Panda Express Canal St/Winchester Blvd, Canal Winchester, OH - D6790 File Canal Winchester, OH OP009958 300 Sales CB Design DE/BH/ED PM GT



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**Color Specifications**

- Trek Boards - Spiced Rum or Equivalent
- PMS Black 7C
- Panda Silver - Matthews Brushed Aluminum or Equivalent

**Allen Industries**  
 MET FILE NUMBER: E212503

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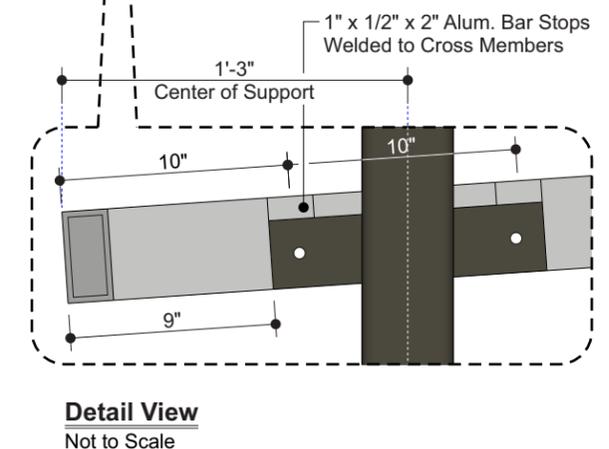
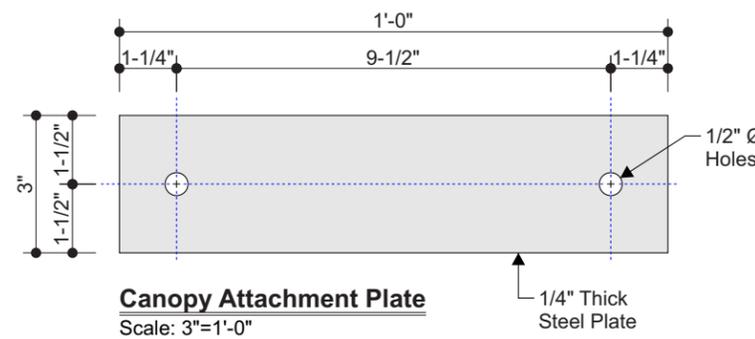
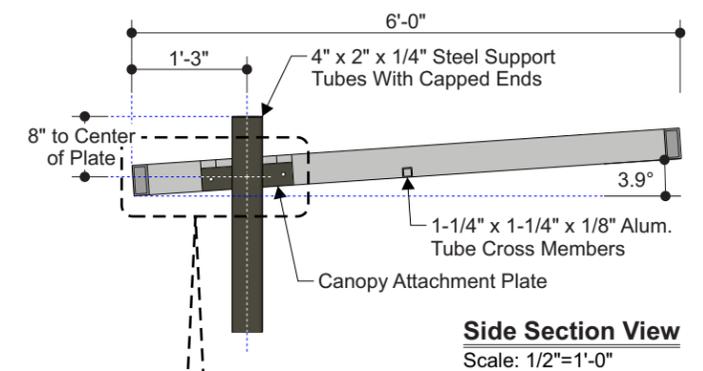
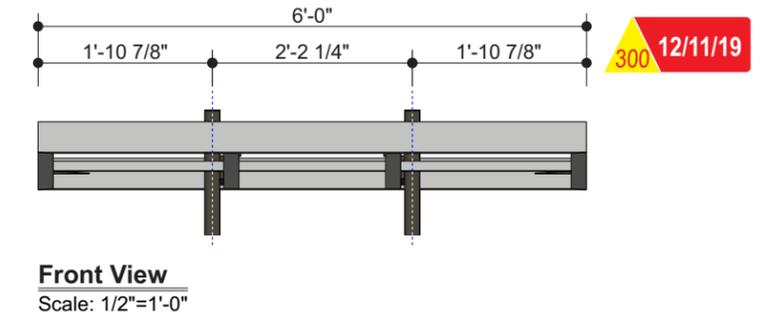
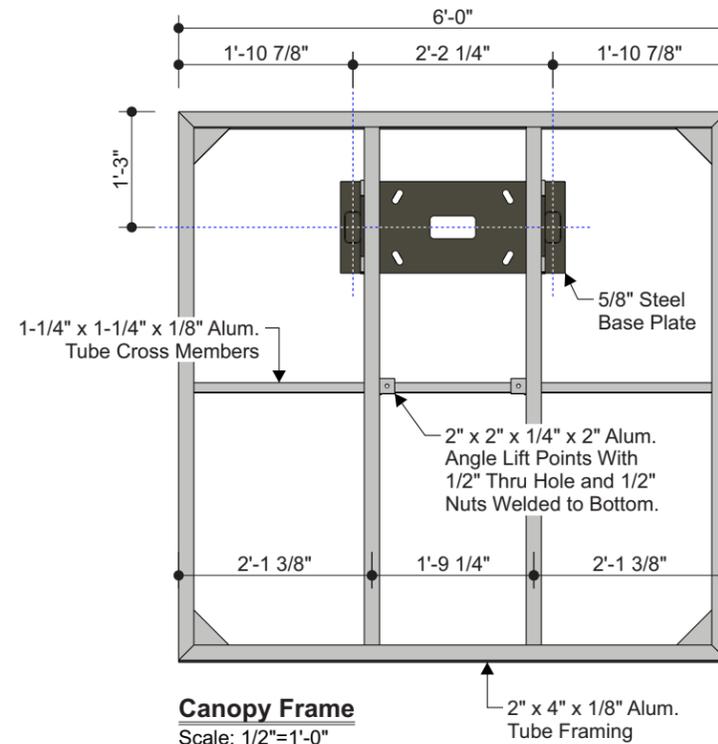
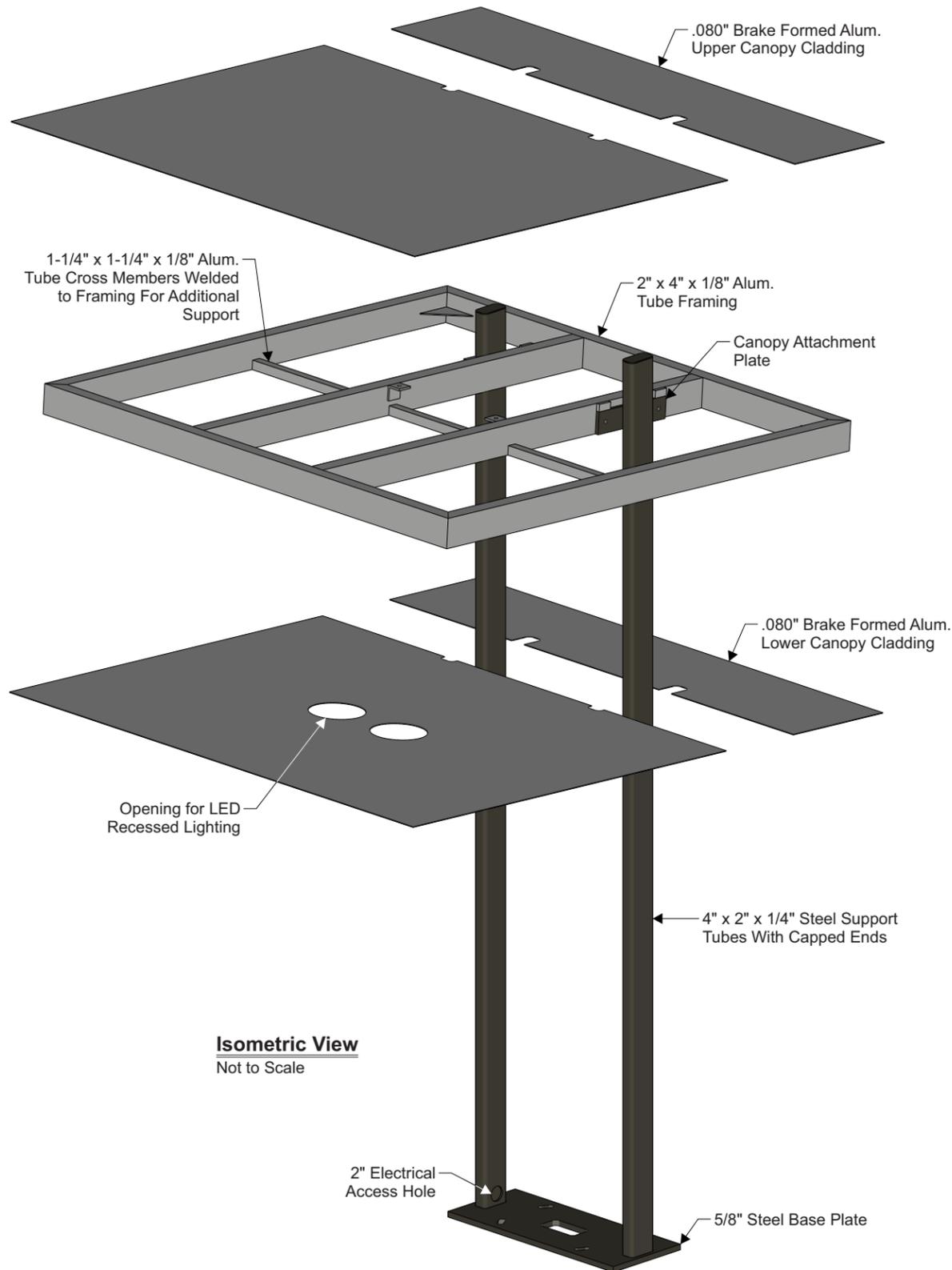


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		1 - 2 -	
		2 - 3 -	
		3 - 4 -	



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### Color Specifications

- PMS Black 7C
- Panda Silver - Matthews Brushed Aluminum or Equivalent



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 CSA C22.2 No.207  
 A11 017510

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 Title \_\_\_\_\_ Date \_\_\_\_\_

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### Date / Description

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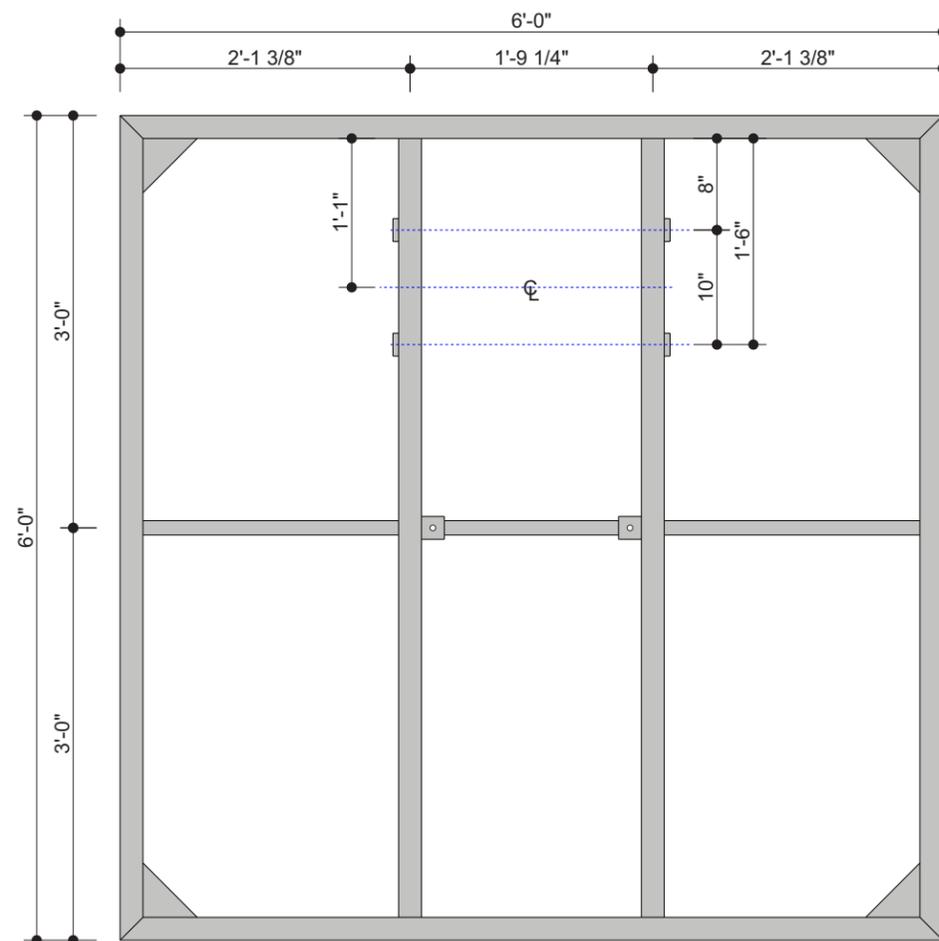
### Project Information

Client	Panda Express
	Canal St/Winchester Blvd, Canal Winchester, OH - D6790
File	Canal Winchester, OH OP009958 300
Sales	CB Design DE/BH/ED PM GT

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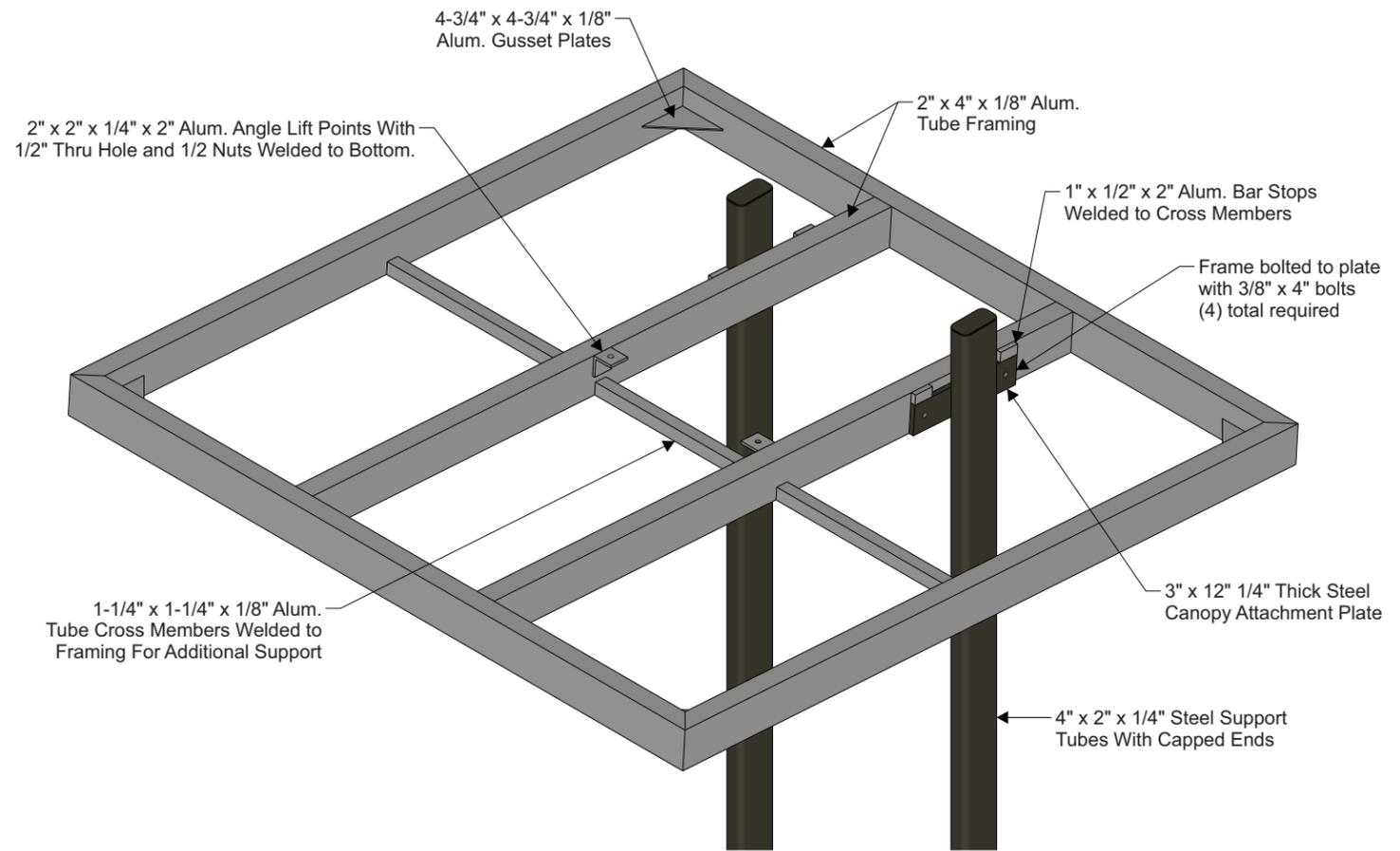


300 12/11/19



**Canopy Frame**

Scale: 3/4"=1'-0"



**Isometric View**

Not to Scale

**Color Specifications**

- PMS Black 7C
- Panda Silver - Matthews Brushed Aluminum or Equivalent



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 CSA C22.2 No.207  
 A11 017510  
 MET E212503

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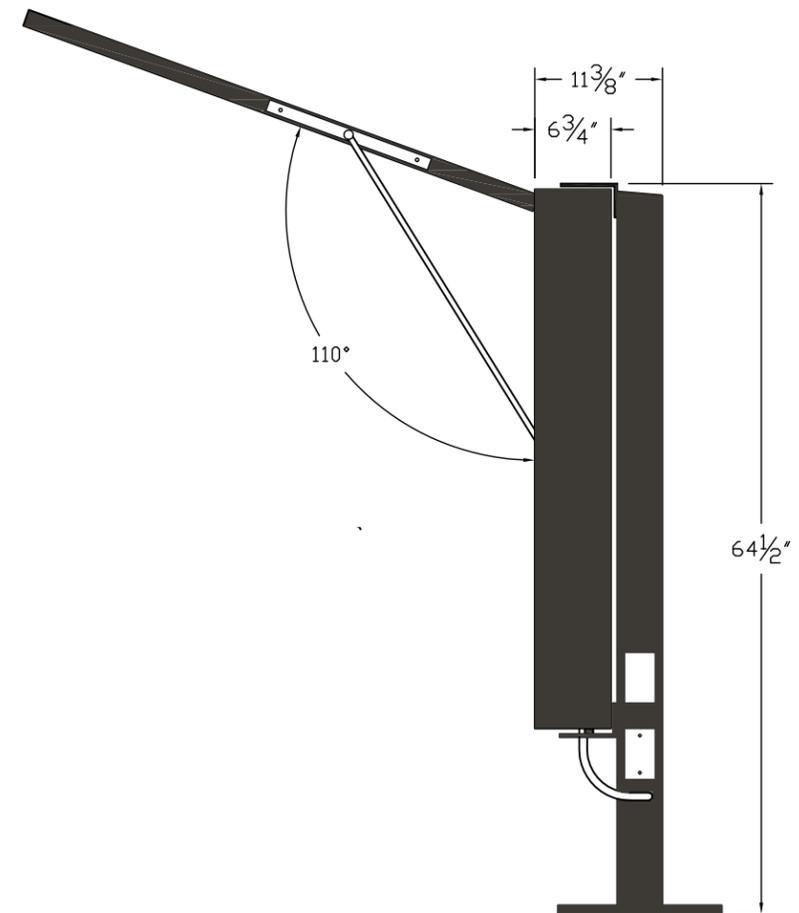
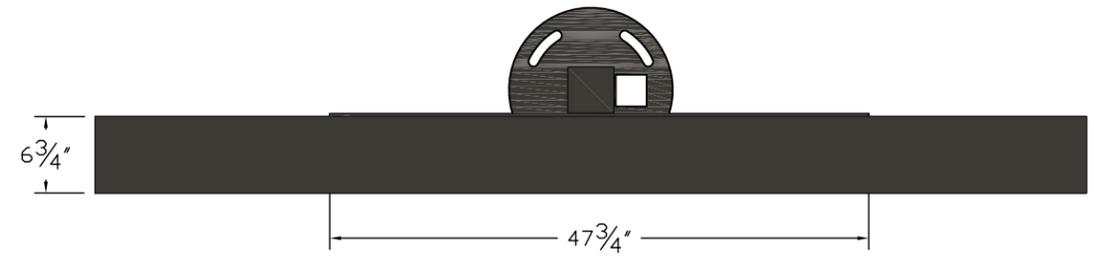
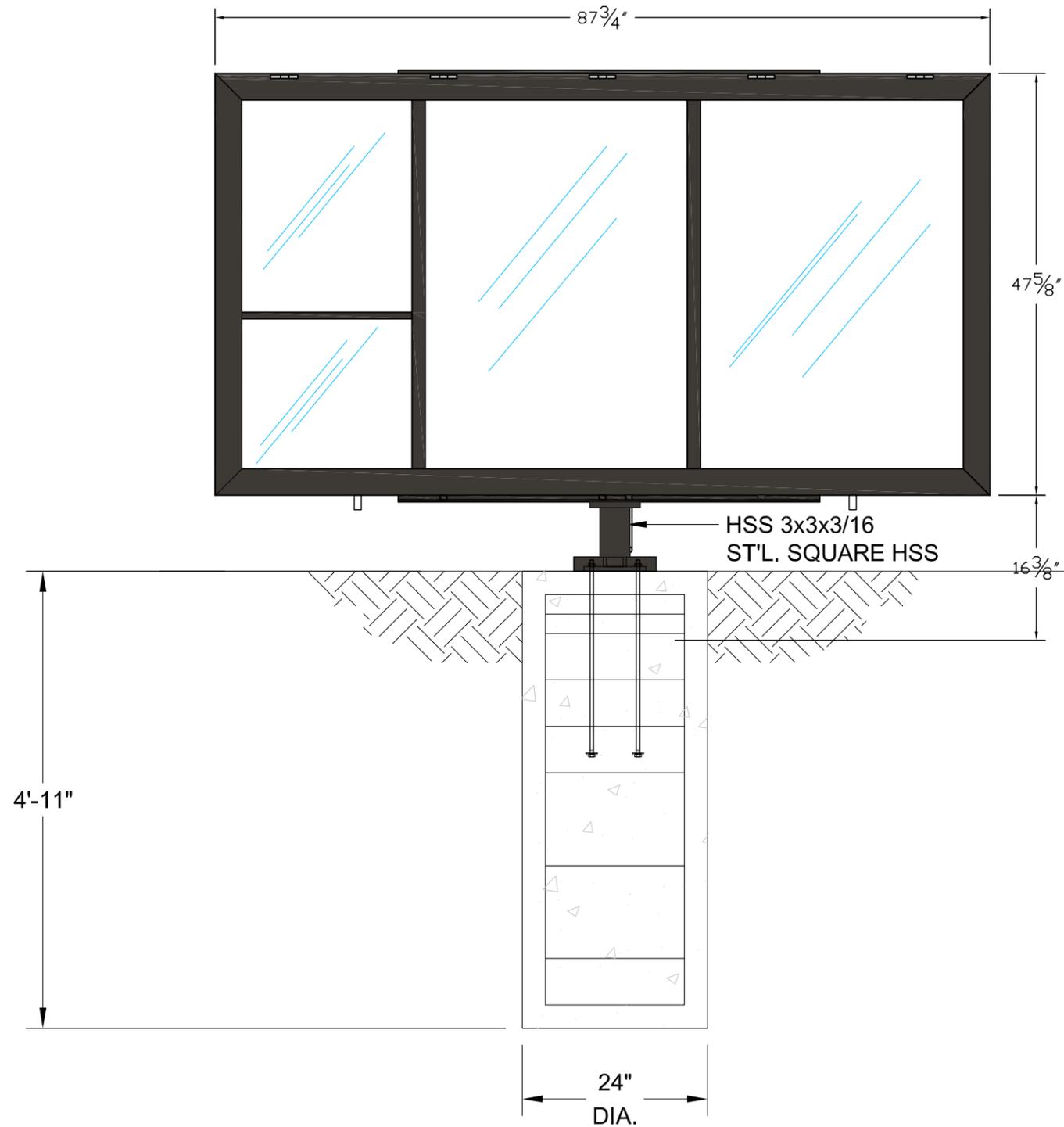


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Title _____				File Canal Winchester, OH OP009958 300
				Sales CB Design DE/BH/ED PM GT

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-	4 -

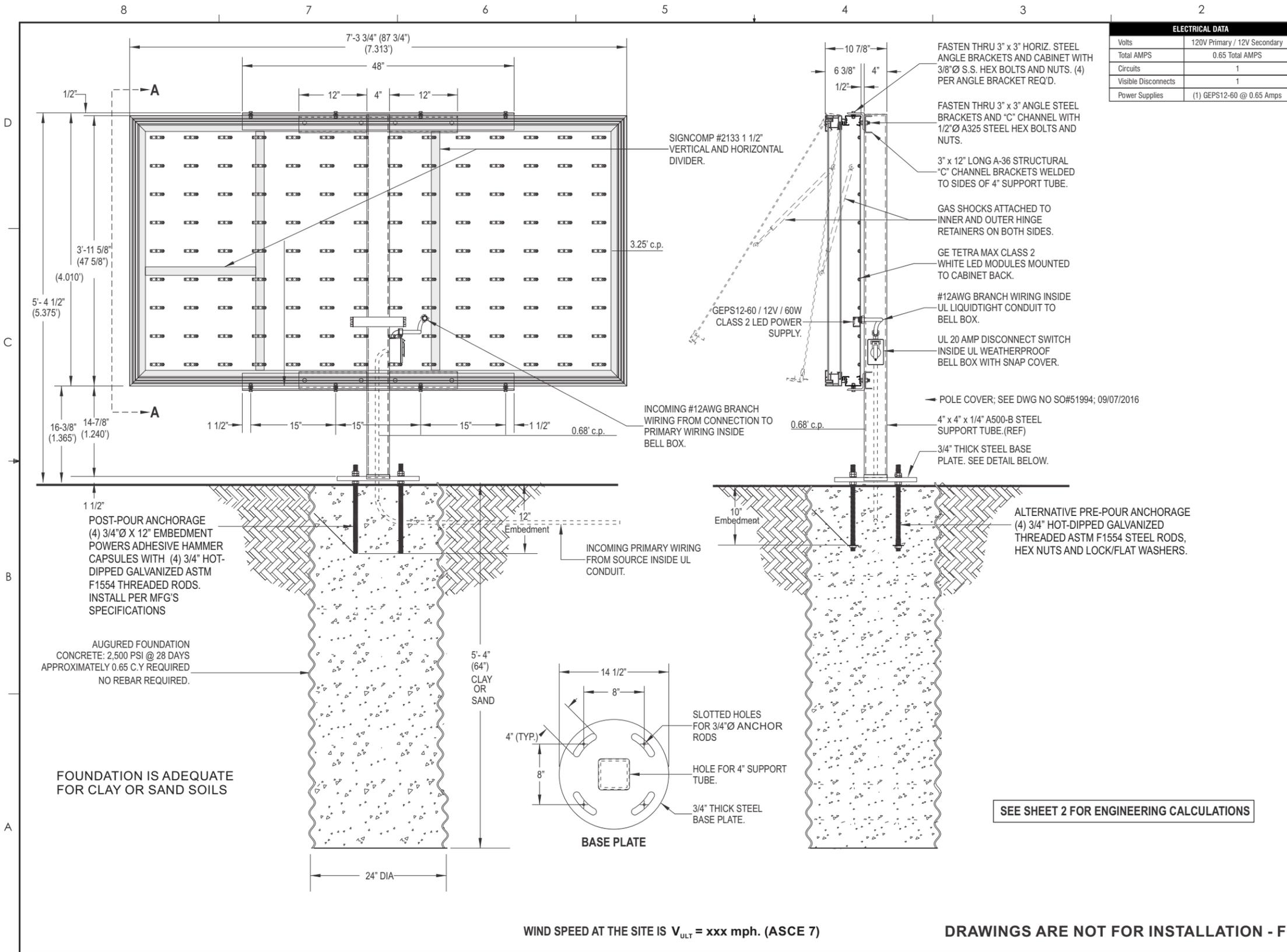
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ELECTRICAL DATA	
Volts	120V Primary / 12V Secondary
Total AMPS	0.65 Total AMPS
Circuits	1
Visible Disconnects	1
Power Supplies	(1) GEPS12-60 @ 0.65 Amps

**NATIONAL HEADQUARTERS**  
1077 West Blue Heron Blvd., West Palm Beach, FL 33404  
Phone: (561)863-6659 / (800)772-7932 Fax: (561)863-4294

**NORTHEAST DIVISION**  
707 Commerce Dr., Concord, NC 28025  
Phone: (704)788-3733 / (800)772-7932 Fax: (704)788-3843

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TITLE  
**PANDA EXPRESS DRIVE THRU MENU BOARD**

ADDRESS  
**STREET CITY, FLORIDA**

DRAWING NO  
**ENG-00000-012**

REV.#  
**1 OF 3**

DATE

NAME	DATE
DRAWN BY	00/00/2017
PROJECT MGR.	D SUTHERLAND

**ENGINEERING**

Code Provisions for Sign Installation:  
International Building Code 2012, 2015, 2018  
Wind load per ASCE 7; IBC sections 1609.1.1; 1620; Exposure C; Risk Category II

$V_{ULT} = 180$  mph (ASCE 7-16)(ASCE 7-10)  
 $V = 140$  mph (ASCE7-05)  
STANDARDIZED DESIGN

**ENGINEER INFORMATION**  
NAME: Theodore M. McAnlis, P.E.  
ADDRESS: P.O. Box 14724  
North Palm Beach, Florida 33408  
E-MAIL: mcanlis.engr@gmail.com  
LICENSE: xx 00000

As witnessed by my seal, I certify that the sign anchors and foundation meet or exceed the requirements of the IBC for  $V_{ULT} = 180$  mph. ( $V = 140$  mph)



Client Review Status	
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<input type="checkbox"/> Approved	<input type="checkbox"/> Approved as Noted
<input type="checkbox"/> Revise & Resubmit	
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Date / Description	
09/19/18	Issue Date
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Project Information	
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12/11/19

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TITLE  
**PANDA EXPRESS DRIVE THRU MENU BOARD**

ADDRESS

DRAWING NO

REV.# 2 OF 3

DATE

NAME	DATE
D SUTHERLAND	

**ENGINEERING**

**Code Provisions for Sign Installation:**  
International Building Code 2012, 2015, 2018  
Wind load per ASCE 7; IBC sections 1609.1.1; 1620; Exposure C; Risk Category II

V<sub>ULT</sub> = 180 mph (ASCE 7-16)(ASCE 7-10)  
V = 140 mph (ASCE 7-05)  
STANDARDIZED DESIGN

**ENGINEER INFORMATION**  
NAME: Theodore M. McAnlis, P.E.  
ADDRESS: P.O. Box 14724  
North Palm Beach, Florida 33408  
E-MAIL: mcanlis.engr@gmail.com  
LICENSE: xx 00000

As witnessed by my seal, I certify that the sign anchors and foundation meet or exceed the requirements of the applicable IBC for V<sub>ULT</sub> = 180 mph. (V = 140 mph)

**Panda Express Standard Menu**

Standardized design @ V<sub>ULT</sub> = 180 mph (ASCE 7-10) (ASCE 7-16)  
(Also good for ASCE 7-05 wind load at V = 140 mph)

Support, foundation and installation  
Note: Menu sign structure is designed and engineered by others  
Wind Load per IBC as amended, Sec. 1609.1.1

V<sub>ULT</sub> = 180 mph (Fig. 1609.3(1)); Risk Category II; Exposure C  
V<sub>ASD</sub> = V<sub>ULT</sub> x (0.6)<sup>1/2</sup> = 140 mph (Table. 1609.3.1); V = 140 mph (Fig. 1609)  
ASCE Chapter 29; Sec. 29.4.1; Gust Factor, G = 0.85 (Sec. 26.11.1)  
F = qGC<sub>A</sub> sign (Sec. 29.4.1; Eq. 29.3-1)  
Menu: B = 7.313'; s = 4.010'; A = 29.33 sf; h = 5.375'  
B/s = 7.313 / 4.010' = 1.82; s/h<sub>0</sub> = 0.75; C<sub>F</sub> = 1.59 (Fig. 29.4-1)  
h<sub>2</sub> = 1.75'; K<sub>F</sub> = 0.85 (Table 29.3-1); K<sub>z</sub> = 1; K not applied  
q<sub>e</sub> = 0.00256 x 0.85 x (140)<sup>2</sup> = 42.65 psf (Eq. 26.10-1) (0.04265 ksf)  
F1 = 0.04265 ksf x 0.85 x 1.59 x 29.33 sf = 1.679k# (kips)

**Support: 4" x 4" x 1/4" A500-B steel tube (HSS)**

F<sub>y</sub> = 46 ksi x 66% x 1.33 = 40.38 ksi  
(Note: Combined load reduction not applied)  
B = 0.333'; s = 1.240'; A = 0.41 sf; h<sub>0</sub> = 5.375'  
B/s = 0.333 / 1.24' = 0.27; s/h<sub>0</sub> = 0.23; C<sub>F</sub> = 1.84 (Fig. 29.4-1)  
h<sub>2</sub> = 1.75'; K<sub>F</sub> = 0.85 (Table 29.3-1); K<sub>z</sub> = 1; K not applied  
q<sub>e</sub> = 0.00256 x 0.85 x (140)<sup>2</sup> = 42.65 psf (Eq. 26.10-1) (0.04265 ksf)  
F2 = 0.04265 ksf x 0.85 x 1.84 x 0.41 sf = 0.027k# (kips); F<sub>TOT</sub> = 1.706k#  
h<sub>2</sub> = (1.679 x 3.25) + (0.027 x 0.68) / 1.706 = 3.21'

**Post-pour adhesive anchors; (4) required**

Powers 3/4" hammer capsules with ASTM F1554 threaded rods  
(2) per side @ 4" c/c  
M = 1.706k# x 3.21' x 12 = 65.715kpi; P = 65.715kpi / (2 x 8") = 4.110k#  
3/4" capsule at 12" embedment; P<sub>a</sub> = 7.530k# in 2,500# concrete  
Spacing adjustment at 8" c/c = 1.0; P'<sub>a</sub> = 7.530k# > 4.110k# - OK  
(Ref. Powers Product Specification)

**Pre-pour alternative non-adhesive anchor rod option; (4) required**

(2) 1/2" dia. ASTM F1554 hot-dipped galvanized threaded steel rods per side @ 8.0" c/c  
P<sub>a</sub> = 8.40k# x 77% spacing adjustment = 6.47k# per rod > 4.110k# - OK

**Rod embedment for non-reinforced concrete**

Emb = 2.144{[166.2P/(F<sub>y</sub>)<sup>1/2</sup> + r<sub>1</sub><sup>2/3</sup> - r]} (rod pullout)  
Threaded steel rods; P = 4.110k# per rod; F<sub>y</sub> = 2,500 psi; r = 1.0" (washer)  
Embedment = 2.144{[(166.2 x 4.110) / (2500 psi)<sup>1/2</sup> + 1.0]<sup>1/2</sup> - 1.0} = 6.07" - 10" OK

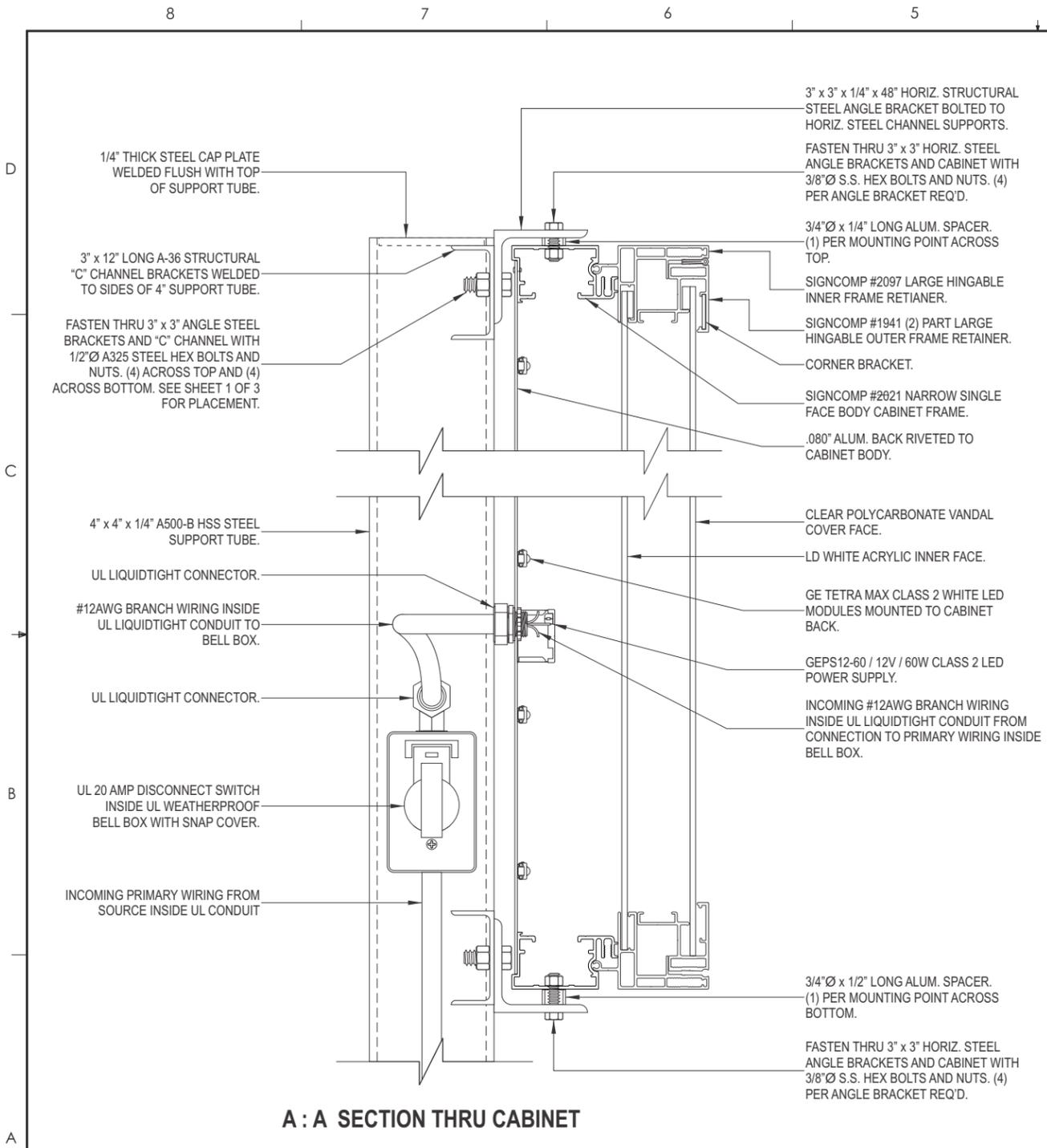
**Bending in base plate: 14.5" dia x 0.75" A36 steel plate; equiv. sqare: b = 12.85"**

F<sub>y</sub> = 36 ksi (steel); M = 65.715 kpi  
M<sub>p</sub> = (M/d) [(d-OD) / 2]; d = 8" bolt/bolt; OD = 4.0" tube"; b = 12.85" base plate dimension  
M<sub>p</sub> = [(65.715 / 8)] [(8" - 4") / 2] = 16.43 kpi; t<sub>req</sub> = [6M<sub>p</sub> / (0.75F<sub>y</sub>)<sup>1/2</sup>  
t<sub>req</sub> = [(6 x 16.43) / (0.75 x 36 x 12.85)]<sup>1/2</sup> = 0.533"  
0.75 thick A36 steel base plate is OK

**Augured foundation, unconstrained at surface**

Soil: clay (good for sand soils also)  
F = 1.706k#; h = 3.21'; b = 2.0' dia. D = 5'-4" (5.33')  
S<sub>b</sub> = 0.200 ksf/f (Table 1806.2 & Sec. 1806.3.3)  
S<sub>i</sub> = S<sub>b</sub> [0.33D' + (0.33)(D'-1.0')] (Sec. 1806.3.3)  
S<sub>i</sub> = 0.200 [0.33 x 5.33' + (0.33)(5.33"-1.0')] = 0.6376 ksf  
D = 0.5A {1 + [1 + (4.36h / A)]<sup>1/2</sup>} (Eq. 18-1)  
A = 2.34F / S<sub>b</sub> = (2.34 x 1.706) / (0.6376 x 2.0) = 3.131 sf  
D = (0.5 x 3.131) {1 + [1 + (4.36 x 3.21) / 3.131]<sup>1/2</sup>}  
D = 1.566 {1 + 2.339} = 5.23' < 5.33' - OK  
Make foundation 24" dia x 5'-4" deep, clay or sand  
Concrete: 2,500 psi @ 28 days; approximately 0.65 c.y. required  
no rebar required

DRAWINGS ARE NOT FOR INSTALLATION - FOR INFORMATION ONLY



A : A SECTION THRU CABINET



**Client Review Status**

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Approved  Approved as Noted  Revise & Resubmit

Name \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**Notes**

-

**Date / Description**

09/19/18 Issue Date

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**Project Information**

Client Panda Express

Canal St/Winchester Blvd,  
Canal Winchester, OH - D6790

File Canal Winchester, OH OP009958 300

Sales CB Design DE/BH/ED PM GT

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**NATIONAL HEADQUARTERS**  
 1077 West Blue Heron Blvd., West Palm Beach, FL 33404  
 Phone: (561)863-6659 / (800)772-7932 Fax: (561)863-4294

**NORTHEAST DIVISION**  
 707 Commerce Dr., Concord, NC 28025  
 Phone: (704)788-3733 / (800)772-7932 Fax: (704)788-3843

**PROPRIETARY AND CONFIDENTIAL**  
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TITLE  
**PANDA EXPRESS**  
**DRIVE THRU MENU BOARD**

ADDRESS

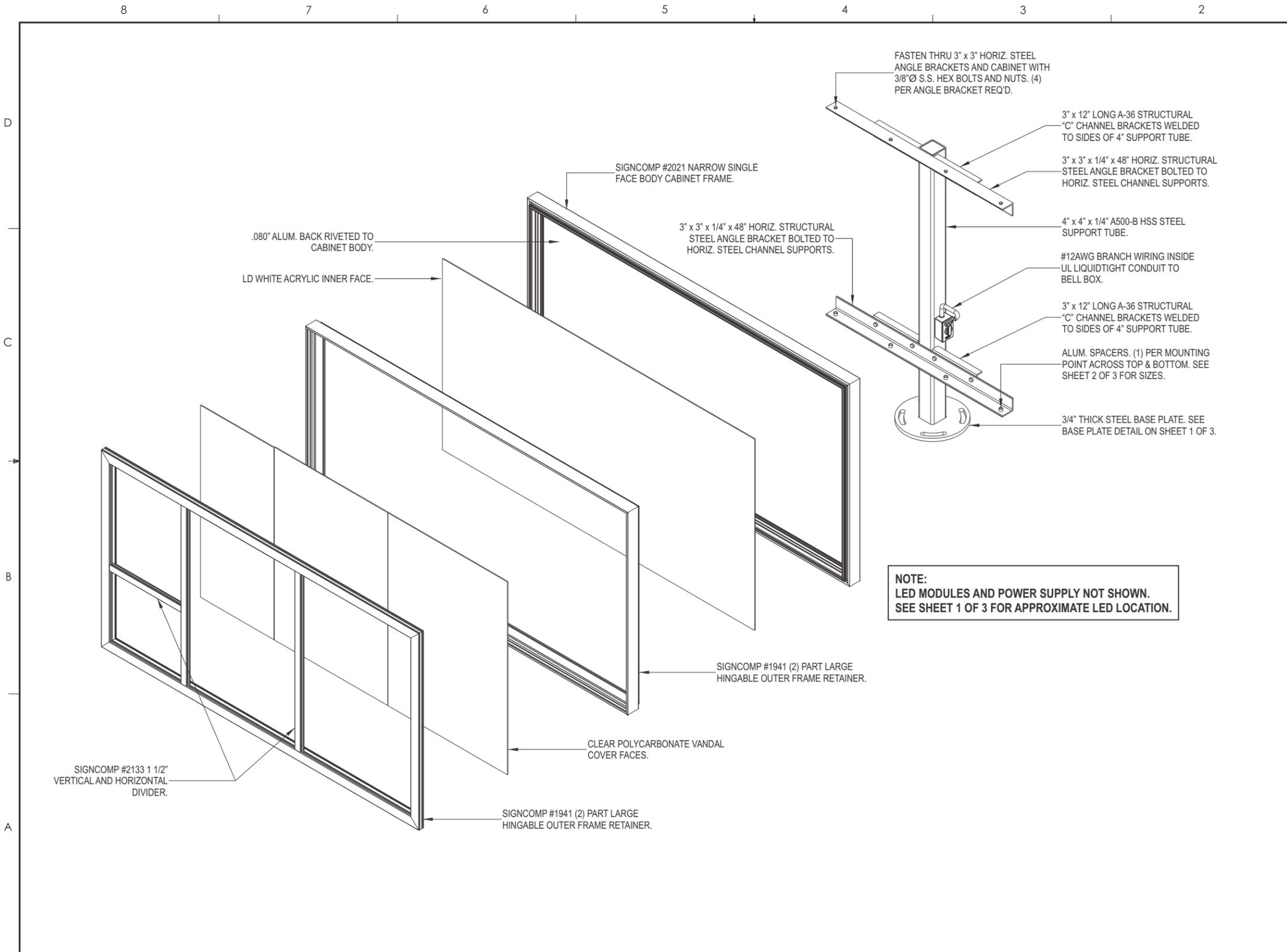
DRAWING NO

REV.#  
 DATE

**3 OF 3**

	NAME	DATE
DRAWN BY		
PROJECT MGR.	D SUTHERLAND	

THIS SHEET IS FOR REFERENCE ONLY



**NOTE:**  
 LED MODULES AND POWER SUPPLY NOT SHOWN.  
 SEE SHEET 1 OF 3 FOR APPROXIMATE LED LOCATION.



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Name \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

**Notes**

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**Date / Description**

09/19/18 Issue Date

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**Project Information**

Client Panda Express

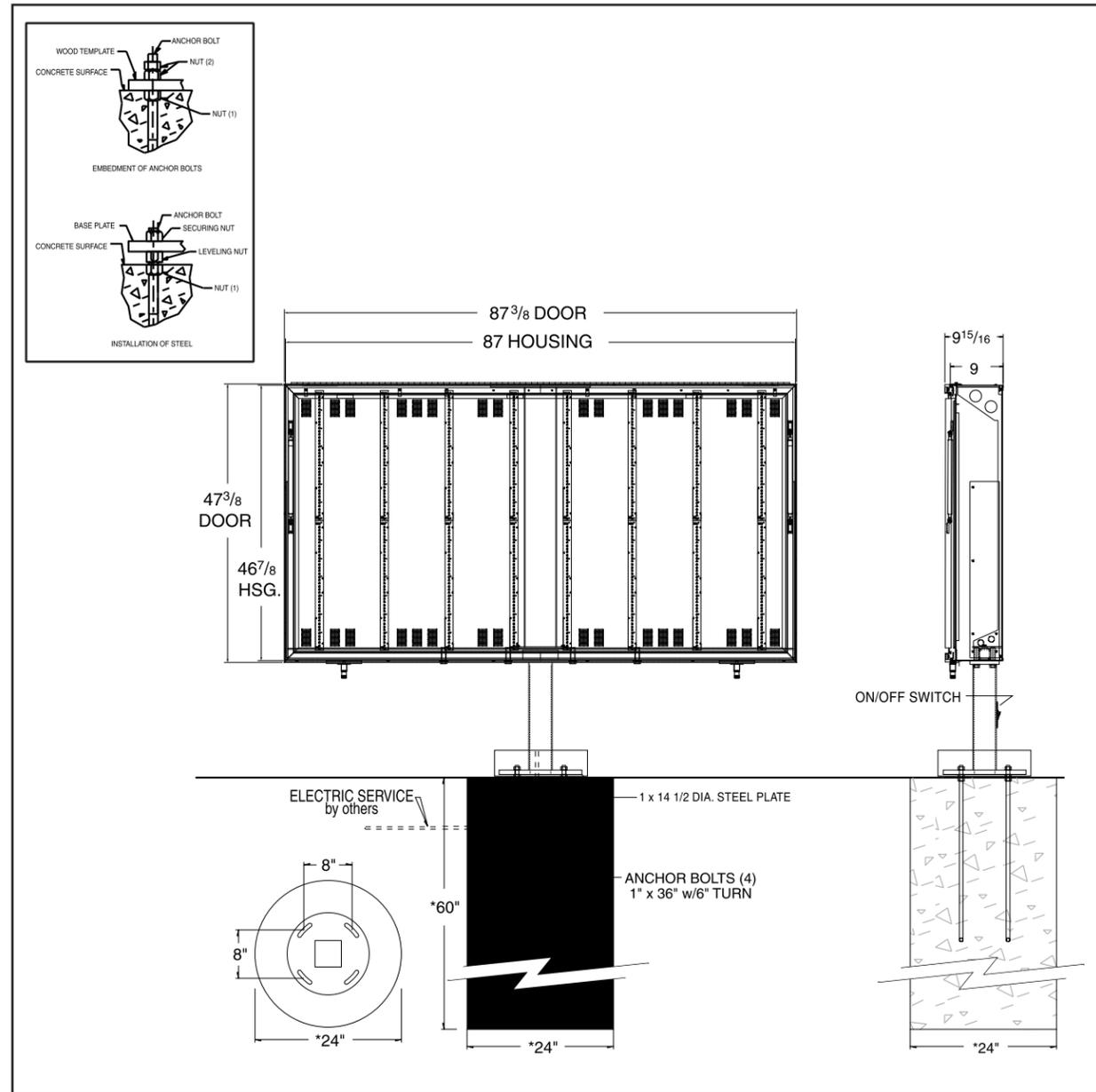
Canal St/Winchester Blvd,  
 Canal Winchester, OH - D6790

File Canal Winchester, OH OP009958 300

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**\*NOTE: These are approximate foundation measurements. The soil bearing capacity at the erection site must be considered when designing the foundation. The sign manufacturer is not able to predetermine the specific needs of each location. Consult a local engineer for design specifications.**

**\*NOTE: This is a suggested plan. Local requirements may exceed this design. The contractor is responsible to verify this plan.**

- ① Dig hole to the desired length, width and depth. Attach template to anchor bolts with a nut below and (2) above the template and place into the ground. Position conduit as shown. Fill hole with concrete.
- ② When concrete is dried remove the template from the concrete base. Clean anchor bolt threads and run one nut onto each bolt which will be used to level the structure. Lift steel structure and lower onto anchor bolts making sure the on/off switch on the mounting steel go towards the rear. Run one nut onto each anchor bolt to secure. Do not tighten. With the aid of available leveling device, adjust leveling nuts so structure is level and plumb. Tighten the securing nuts.
- ③ This is a suggested plan. Local requirements may exceed this design. The contractor is responsible to verify this plan. When making electrical connections comply with all applicable national, state, and local codes.
- ④ Unpack the drive thru board .
- ⑤ Remove the (8) 5/8-11 x 2 mounting bolts and washers from the bottom of the drive thru menu board. Set the drive thru board on mounting steel.
- ⑥ Attach the drive thru board to steel with the (8) 5/8 x 2 mounting bolts and washers previously removed.
- ⑦ Remove the switch cover plate from the mounting steel.



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Name _____	Date _____
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Date / Description
09/19/18 Issue Date
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Project Information
Client Panda Express
Canal St/Winchester Blvd, Canal Winchester, OH - D6790
File Canal Winchester, OH OP009958 300
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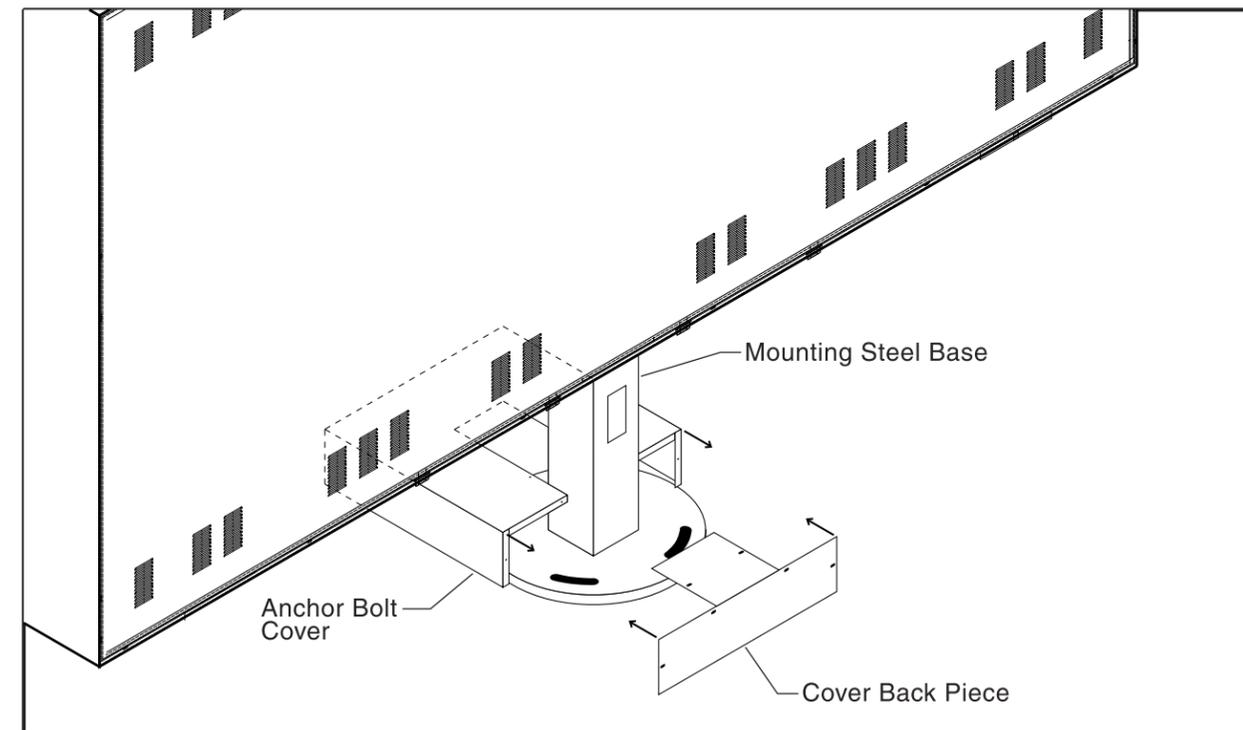
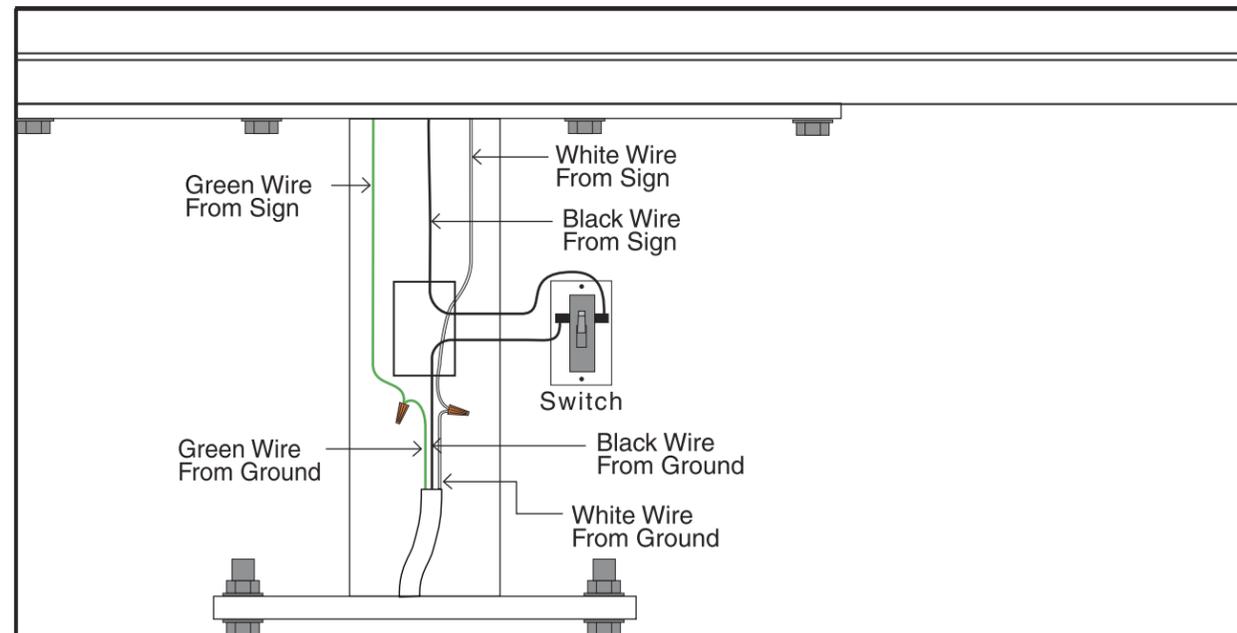
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300 12/11/19

- 8 Fish the black, white and green wires coming from the ground out of the hole located on the back of the mounting steel.
- 9 Wire nut the green wire from the menu board and the green wire from the ground together. Wire nut the white wire from the menu board and the white wire coming from the ground together. Stuff the green wires and the white wires back into the mounting steel.
- 10 Wire the two black wires to the junction box switch cover in accordance with all national, state and local codes. Re-attach the switch cover to junction box.
- 11 Restore power and test light the sign.

- 12 Open the box that contains the anchor bolt cover and remove the (6) #8-3/8 screw that hold the cover back piece in place and set them aside.
- 13 Slide the anchor bolt cover over the mounting steel base so that the opening is to the back. Place the cover back in place matching the slots in the cover back to the holes on the anchor bolt cover.
- 14 Secure the cover back in place with the (6) #8 - 3/8 screws previously removed.



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Title _____	

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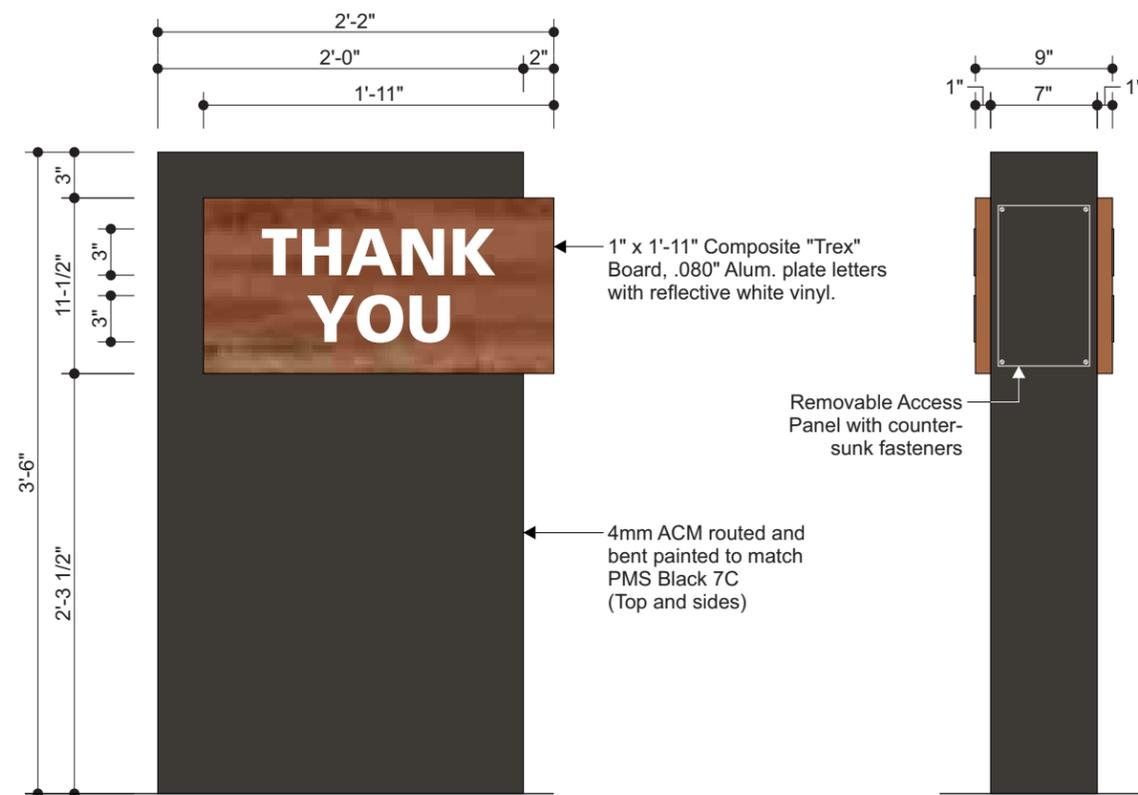
Date / Description
09/19/18 Issue Date
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Project Information
Client Panda Express
Canal St/Winchester Blvd, Canal Winchester, OH - D6790
File Canal Winchester, OH OP009958 300
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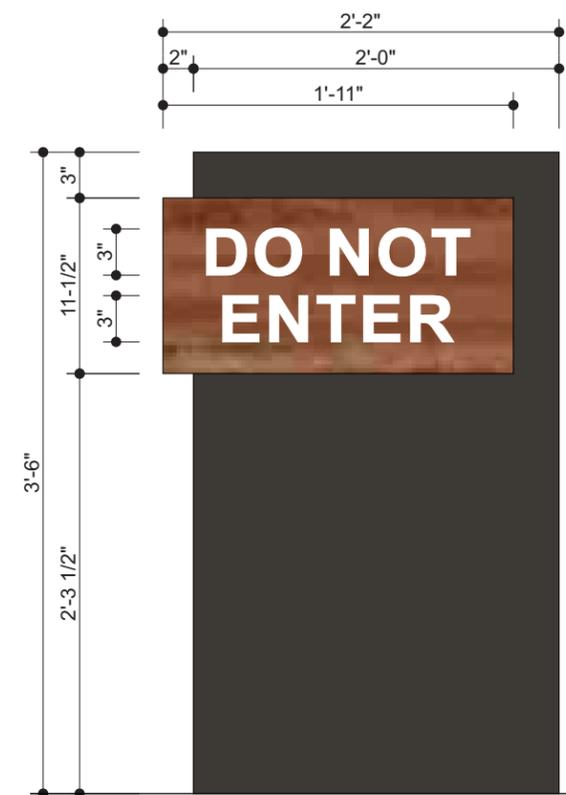


300 12/11/19



**Front View**  
Scale: 1"=1'-0"

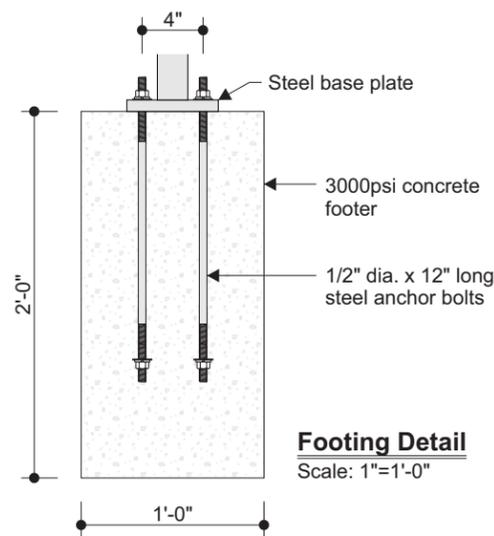
**Side View**  
Scale: 1"=1'-0"



**Rear View**  
Scale: 1"=1'-0"



**Isometric View**  
Not to Scale



**Footing Detail**  
Scale: 1"=1'-0"

**Color Specifications**

- Trek Boards - Spiced Rum or Equivalent
- PMS Black 7C
- Panda Silver - Matthews Brushed Aluminum or Equivalent

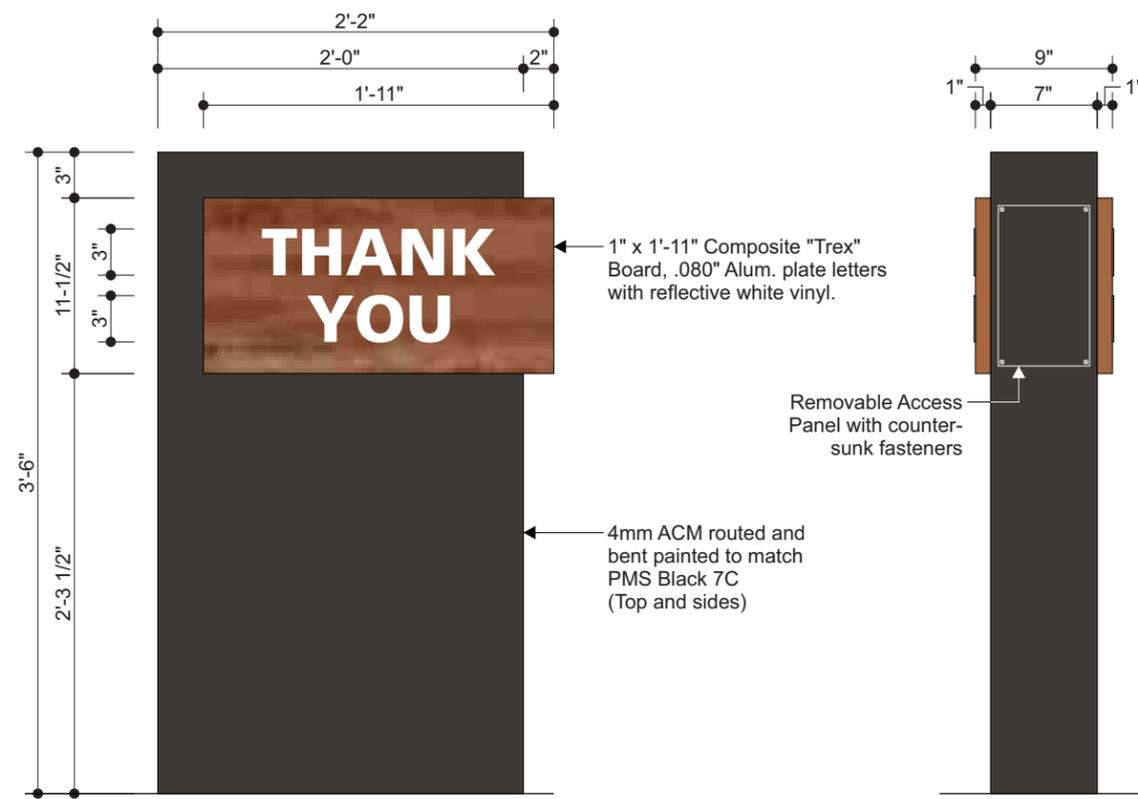


Client Review Status	Notes	Date / Description	Project Information
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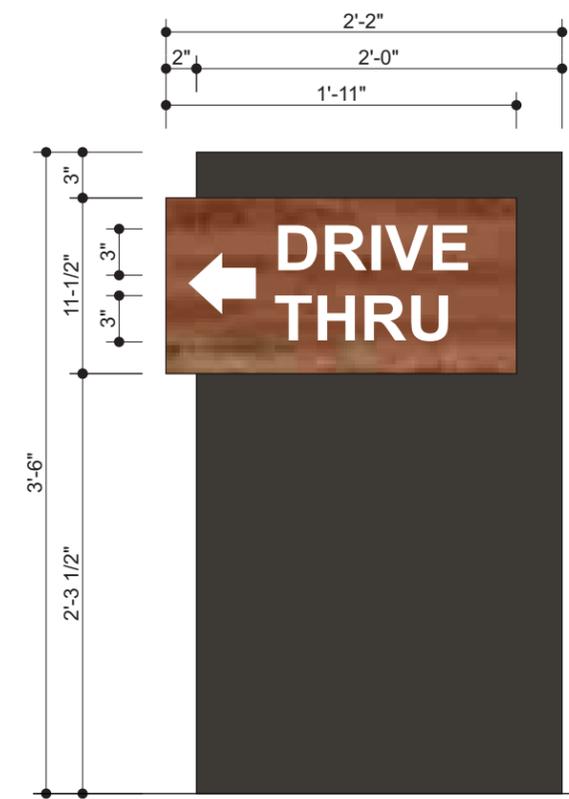


300 12/11/19



**Front View**  
 Scale: 1"=1'-0"

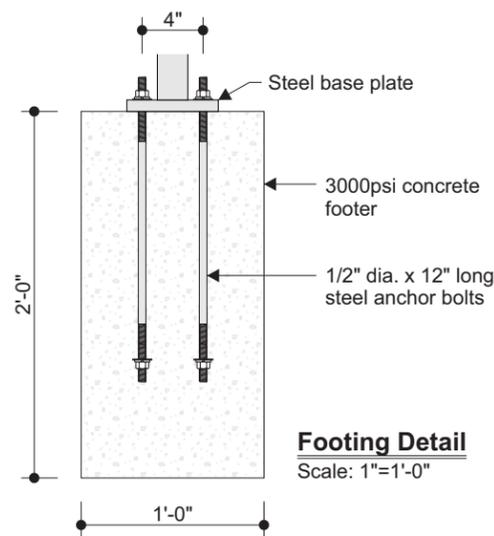
**Side View**  
 Scale: 1"=1'-0"



**Rear View**  
 Scale: 1"=1'-0"



**Isometric View**  
 Not to Scale



**Footing Detail**  
 Scale: 1"=1'-0"

**Color Specifications**

- Trek Boards - Spiced Rum or Equivalent
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Title _____	

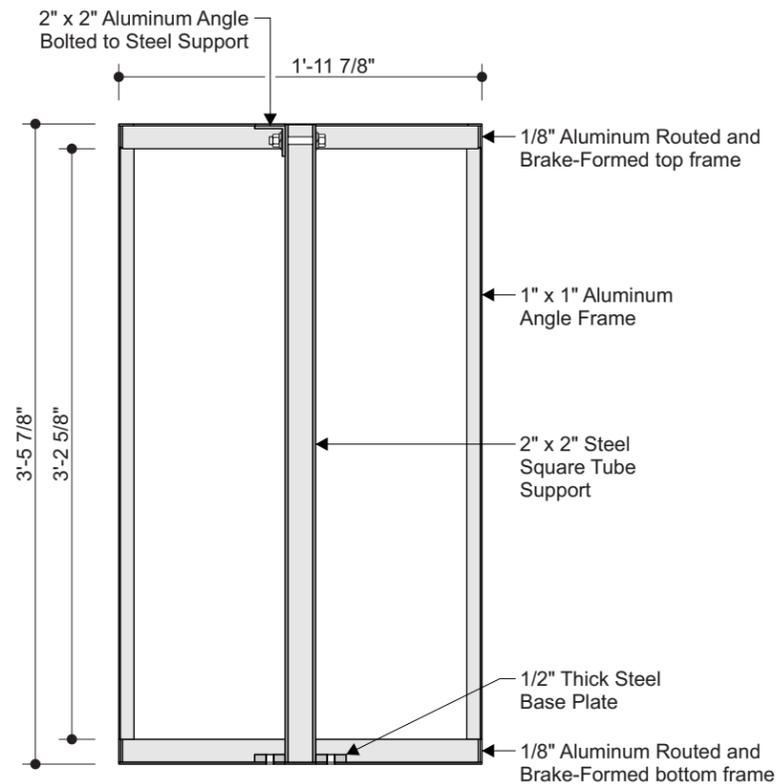
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Date / Description
09/19/18 Issue Date
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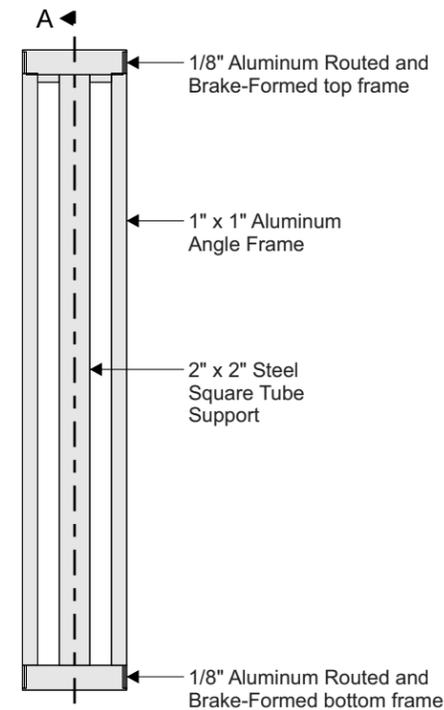
Project Information
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Canal St/Winchester Blvd, Canal Winchester, OH - D6790
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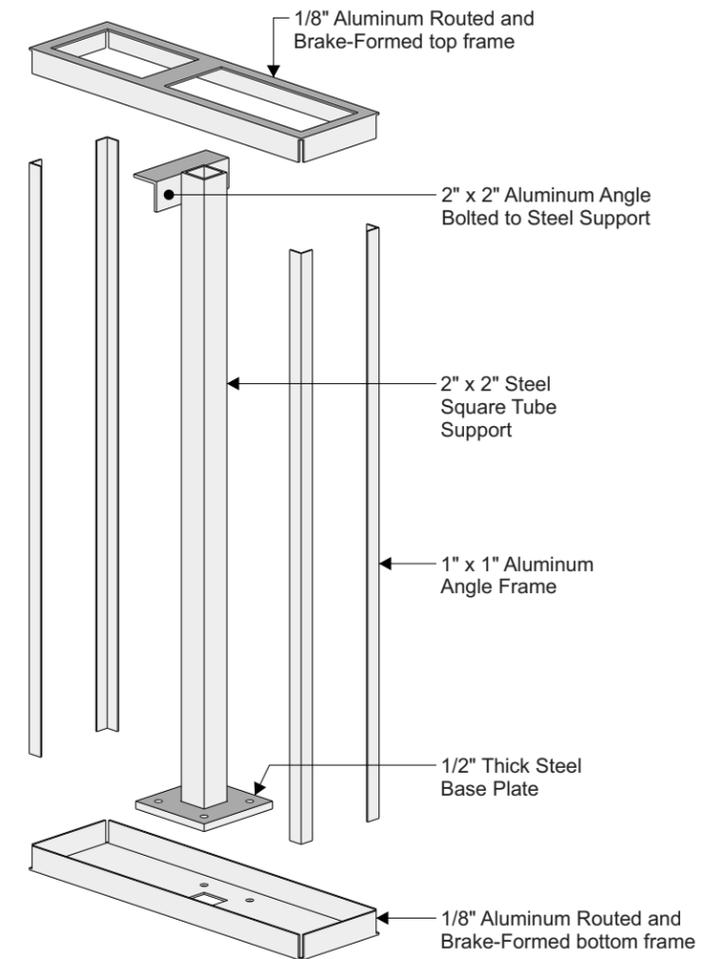




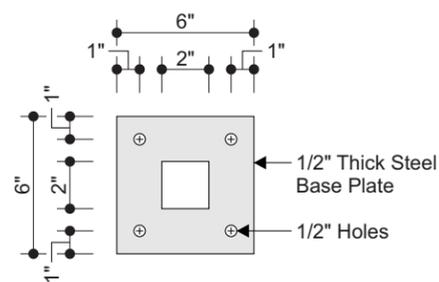
**Front Section View**  
Scale: 1"=1'-0"



**Side View**  
Scale: 1"=1'-0"



**Exploded View**  
Not to Scale



**Base Plate**  
Scale: 1-1/2"=1'-0"

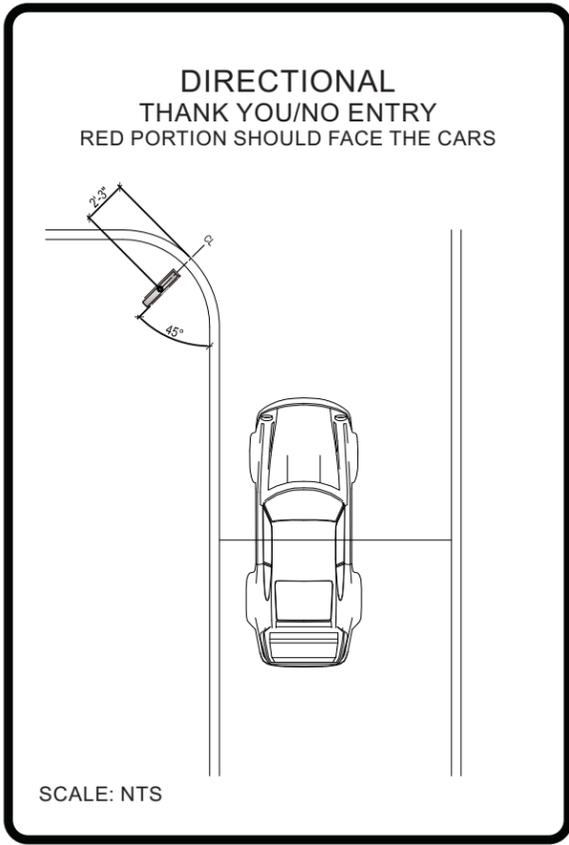
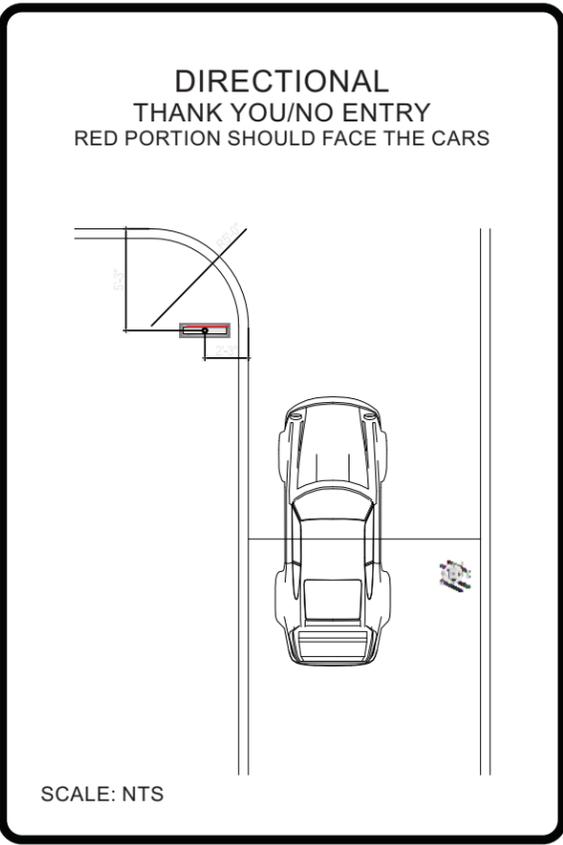
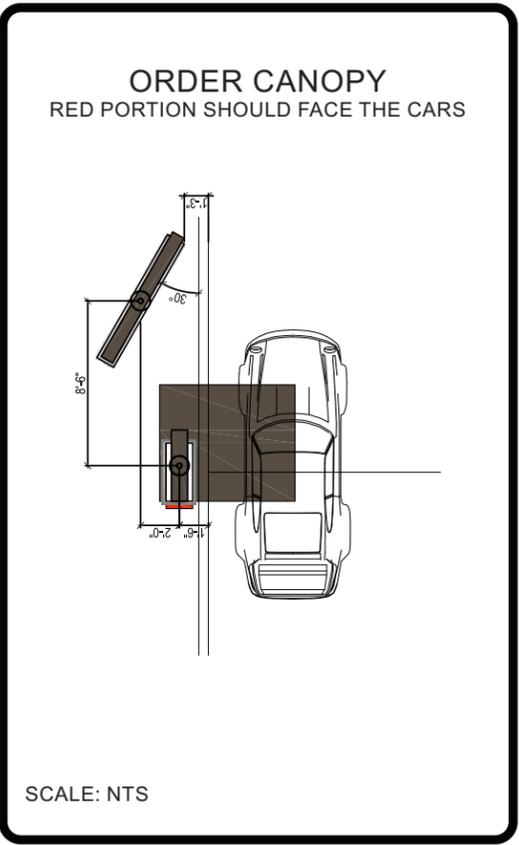
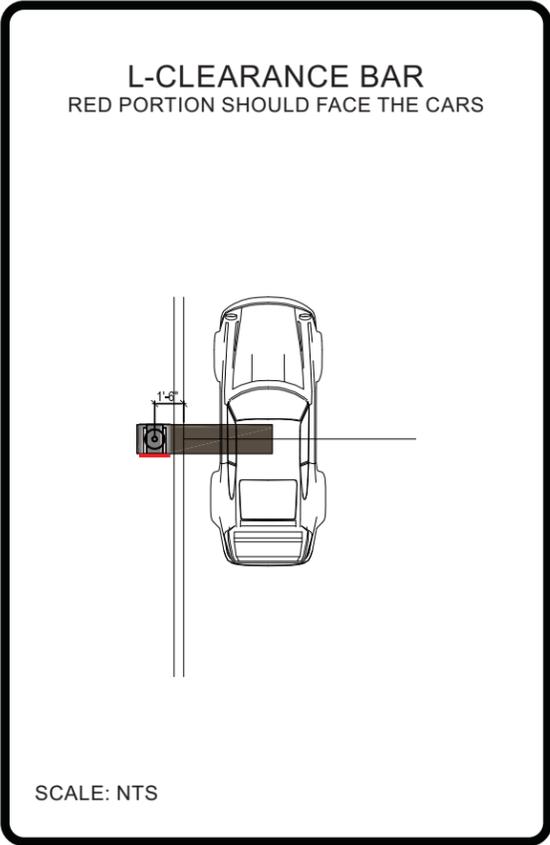
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<input type="checkbox"/> Revise & Resubmit	
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\* LOCATION TO BE VERIFIED PER SITE PLAN  
\*\*\*DIAGRAM MAY NOT MATCH SITE PLAN



\* Please advise if different arrangements are required for this site.



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Name \_\_\_\_\_  
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Project Information

Client Panda Express  
 Canal St/Winchester Blvd,  
 Canal Winchester, OH - D6790  
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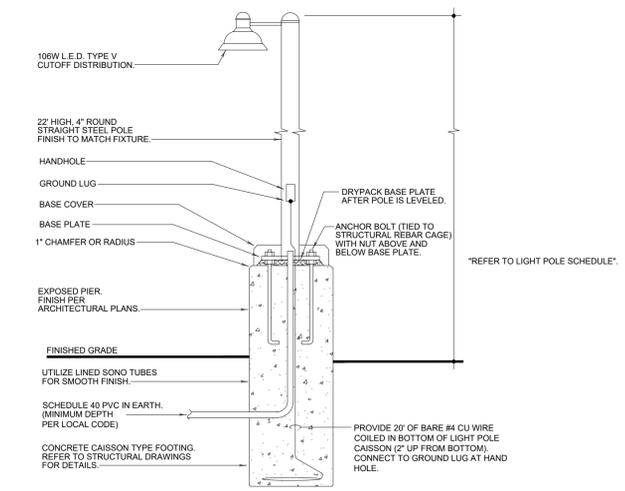


Symbol	Label	Quantity	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
□	A	5	XDLS-FT-LED-HO-NW	CONTACT RYAN ZINSELMEIER- 314-531-2600		1	XDLS-FT-LED-HO-NW.IES	7892	1	104.2
□	B	2	XDLS-3-LED-HO-NW	CONTACT RYAN ZINSELMEIER- 314-531-2600		1	XDLS-3-LED-HO-NW.IES	8809	1	106.1
□	D	0	XDLS-5-LED-HO-NW	CONTACT RYAN ZINSELMEIER- 314-531-2600		1	XDLS-5-LED-HO-NW.IES	7780	1	208.4
□	C	1	CTL-FT-1000-PSMH-F	EXISTING FIXTURE IN DRIVE THRU- NOT FIGURED IN CALCULATIONS	1- 1000W CLEAR PSMH U	1	CTL-FT-1000-PSMH-F.ies	107800	0.45	1070

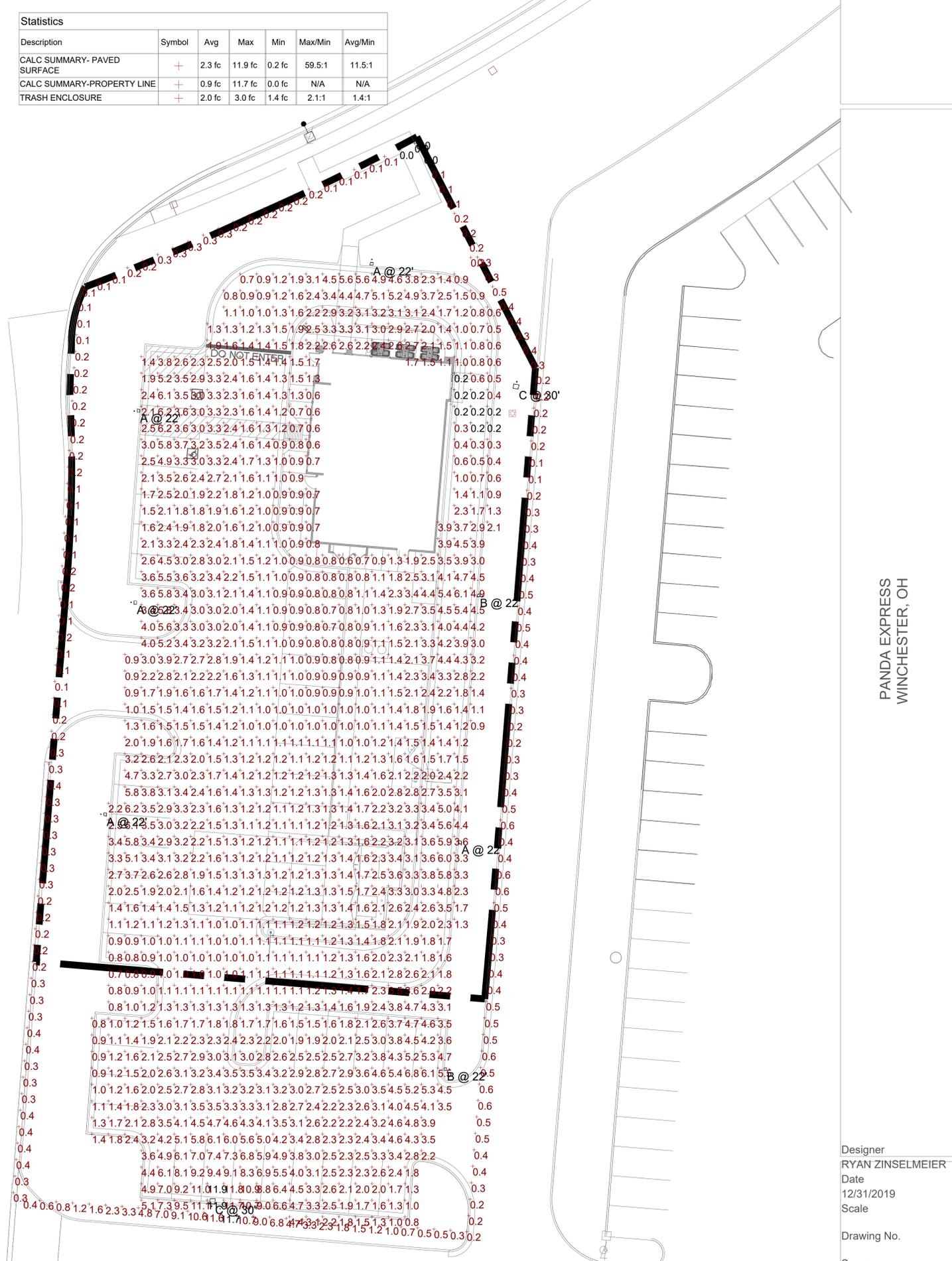
**Note**

1. Mounting height of 22' (20'pole)
2. Calculations taken at ground level.
3. Contact Villa Lighting- Ryan Zinselmeier-ryan.zinselmeier@villalighting.com- 314.531-2600
4. Existing fixtures are an estimate.

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
CALC SUMMARY- PAVED SURFACE	+	2.3 fc	11.9 fc	0.2 fc	59.5:1	11.5:1
CALC SUMMARY-PROPERTY LINE	+	0.9 fc	11.7 fc	0.0 fc	N/A	N/A
TRASH ENCLOSURE	+	2.0 fc	3.0 fc	1.4 fc	2.1:1	1.4:1



NOTE: THIS DETAIL IS FOR ELECTRICAL INSTALLATION ONLY. REFER TO STRUCTURAL DRAWINGS FOR MORE INFORMATION.



Designer  
RYAN ZINSELMEIER  
Date  
12/31/2019  
Scale  
Drawing No.  
Summary 1  
Scale: 1/16" = 1'-0" A-100

**ORDINANCE NO. 20-013**

**AN ORDINANCE TO AMEND THE 2020 APPROPRIATION  
ORDINANCE #19-069, AMENDMENT #1**

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

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

Section 1. That the 2020 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$1,965,066 to following line items.

<b>Department</b>	<b>Function</b>	<b>Amount</b>
Administration	Operating Expenses	\$ 220,000.00
Administration	Transfers/Advances	\$ 902,000.00
Construction Services	Operating Expenses	\$ 462,000.00
Construction Services	Capital Outlay	\$ 381,066.00

Section 2. That the 2020 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Gender Rd TIF Fund \$1,409,000.00 as follows:

Professional Services	\$ 68,000.00
Capital Outlay	\$ 1,341,000.00

which is appropriated solely as an advance from the Water Connections and Sewer Connections Funds as described in Sections 4 and 5 below to pay for the costs incident to the Bixby Road Utility Extension project with the anticipation of full and complete repayment and reimbursement of said funds. The reimbursement from the Gender Rd TIF Fund shall be from the proceeds of payments in lieu of taxes made by property owners within the TIF area. The Finance Director is hereby authorized and directed to immediately reimburse the Water Connections and Sewer Connections Funds upon receipt of such proceeds after all other financial obligations of the Gender Rd TIF fund have satisfied.

Section 3. That the 2020 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the State Grants Capital Improvements Fund \$1,352,828.00 as follows:

Professional Services	\$ 82,000.00
Capital Outlay	\$ 820,000.00
Advances Out	\$ 450,828.00

Section 4. That the 2020 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Water Connections Fund \$555,000.00 to the Connections – Advances Out line item.

Section 5. That the 2020 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Sewer Connections Fund \$854,000.00 to the Connections – Advances Out line item.

Section 6. That this ordinance 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

# Mayors Report



February 18, 2020

Michael Ebert, Mayor

## **Golf Cart Travel:**

With the upcoming opening of the Bigerton Bend extension to Gender road, will bring new areas of travel for residents who have registered, street legal golf carts. All businesses to the west side of Gender road, such as Wendy's, Tom Hortons, Kroger, Home Depot, Bob Evans and many more. This area will be accessible by golf cart via Bigerton Bend and by crossing Gender Road at the traffic light to Canal Street, then to Prentiss School and crossing Winchester Blvd. into the internal shopping center street. Leaving this area is a reverse procedure.

Businesses on the east side of Gender such as Burger King, Chase Bank, Wal Greens, Walmart, Panera, Chipotle and many others will also be accessible via Bigerton Bend then north, (slight right turn) onto the private internal shopping center street. Businesses such as ALDI, BP Gas Station, Starbucks, O'Charleys, Firestone and others will be accessible by exiting the main entrance/exit at WalMart and crossing Waterloo Street at the traffic light. Returning home from all of these areas must be done via Bigerton Bend in reverse procedure.

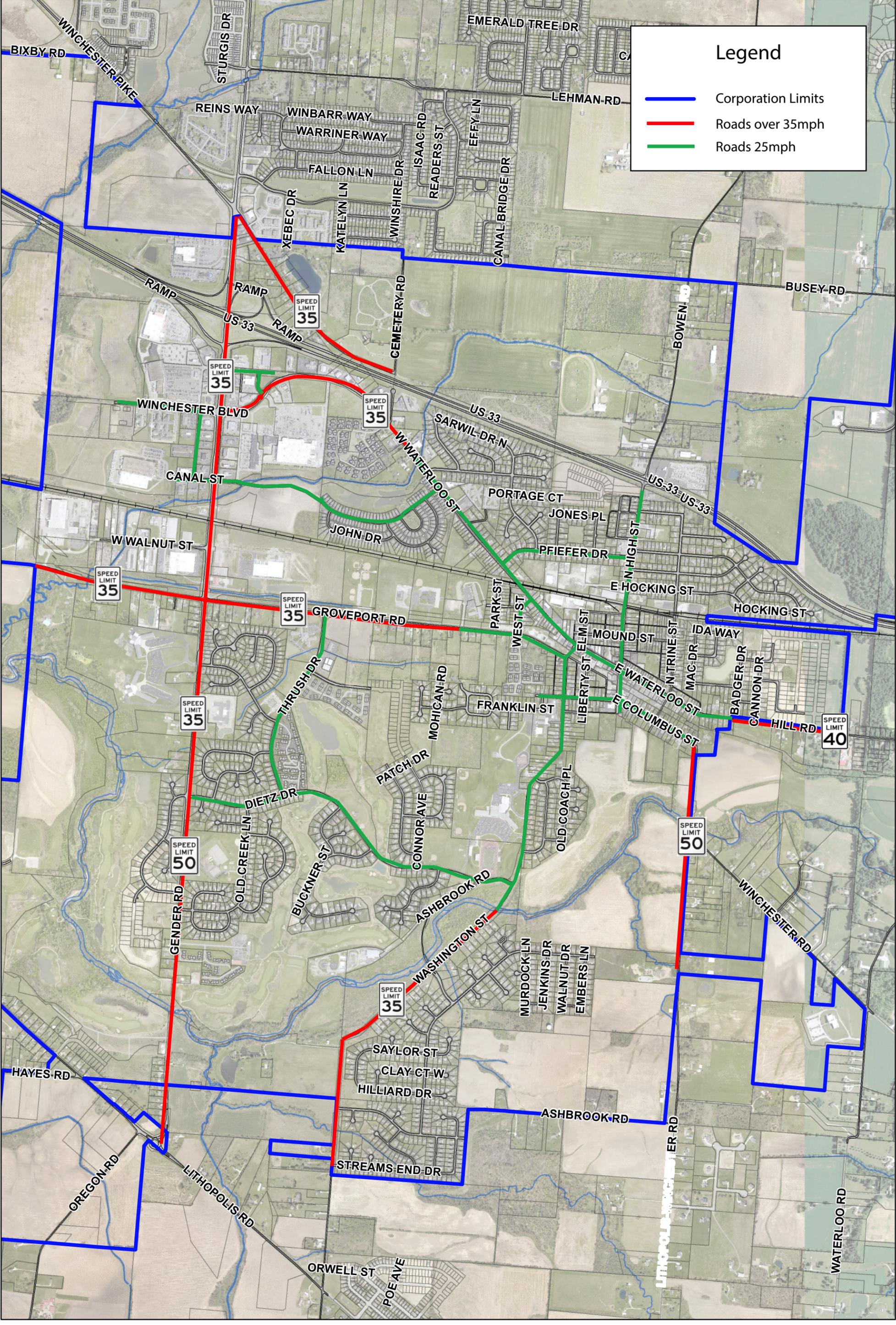
All golf carts are prohibited from traveling Waterloo Street between Bigerton Bend and Gender road. No golf Carts are permitted to travel streets with a speed limit in excess of 25 MPH. These streets include a portion of Groveport road, all of Gender Road, Hill Road at the terminus of East Waterloo St. and Washington Street south of the Washington Street bridge.

A golf cart approved route map is attached. Golf cart routes are in Green.

## **Prescription Drug Take Back Day:**

The spring National Prescription Drug Take Back Day is scheduled for April 25<sup>th</sup> at Diley Ridge from 10am to 2pm.





### Legend

- Corporation Limits
- Roads over 35mph
- Roads 25mph

0 670 1,340 2,010 2,680 Feet



## Low-Speed Golf Cart Prohibited Roads



Day of Month	# Dispatched Calls	# Pick-up Runs	# Multiple Unit Calls	# Reports	# Addendums	# F.I. Cards	# Civil Paper Attempts	# Civil Papers Served	# Bldg Checks	# Vacation Checks	# Traffic Stops	# Citations	# Warnings	# Felony Arrests	# Misd Arrests	# Warrant Arrests	# OVI Arrests	# Probate (Pink Slip)	# Charge Packets	# Summons In Lieu	# Misd Charges Filed	# Fel. Charges Filed	Total Down Time	Total No. of Staff
1	6	14	7	1	0	0	0	0	115	18	10	3	9	0	0	1	0	0	3	0	0	0	1,917	6,00
2	18	26	11	3	0	0	0	0	75	15	6	3	5	0	0	0	0	1	0	0	0	1,949	7,00	
3	21	20	15	9	2	0	0	0	201	22	8	3	7	0	0	3	0	0	0	2	1	0	2,886	7,00
4	21	11	17	3	1	0	1	1	147	13	4	2	5	0	0	0	0	0	0	1	1	0	1,926	6,00
5	18	17	15	2	0	0	0	0	147	13	7	1	7	0	1	1	0	0	0	1	1	0	2,037	6,00
6	14	13	13	3	2	0	0	0	118	20	11	4	9	0	0	2	0	0	0	1	0	0	1,735	6,00
7	20	10	17	1	1	0	0	0	96	22	7	2	6	0	0	0	0	0	0	0	0	0	1,875	7,00
8	16	13	8	2	0	0	0	0	26	20	5	7	6	0	1	1	0	0	0	0	5	0	2,436	7,00
9	22	12	14	3	0	0	3	3	25	15	8	7	6	0	1	0	0	0	1	0	1	0	1,932	7,00
10	20	18	18	5	2	0	0	0	72	19	8	1	6	0	3	5	0	0	0	1	11	0	2,829	7,00
11	21	20	15	1	0	0	0	0	111	16	8	1	7	0	2	0	0	0	0	0	6	0	2,025	6,00
12	17	14	15	2	1	0	0	0	82	14	9	2	9	0	0	0	0	0	2	2	0	0	1,885	6,00
13	11	7	7	3	1	0	0	0	76	17	6	8	9	2	1	2	1	0	0	0	3	2	2,240	6,00
14	16	8	15	7	0	0	0	0	88	18	6	14	2	1	1	0	0	0	0	0	7	4	2,571	7,00
15	11	11	2	3	0	0	0	0	45	11	15	3	13	0	0	1	0	0	0	0	0	0	2,171	7,00
16	16	16	10	6	0	0	1	1	9	13	2	1	1	0	1	2	0	0	1	1	6	0	2,414	7,00
17	18	16	13	4	1	0	0	0	17	20	10	3	12	0	0	1	0	0	0	0	0	2	2,782	8,00
18	15	16	10	6	1	0	0	2	184	15	7	3	5	0	0	1	0	0	0	0	0	0	2,048	8,00
19	14	13	6	1	2	0	0	0	222	14	9	1	10	0	0	1	0	0	0	0	1	0	2,037	6,00
20	26	11	14	2	0	0	0	0	35	26	13	4	11	0	0	1	0	1	0	0	0	0	2,028	6,00
21	13	13	16	4	0	0	0	0	159	27	6	3	6	0	0	1	0	0	0	1	2	0	2,732	8,00
22	21	12	11	7	1	1	0	1	56	20	3	2	3	0	2	1	0	0	0	5	10	0	2,834	8,00
23	5	15	5	2	1	0	0	0	33	18	14	3	12	0	2	0	0	0	1	0	2	0	2,723	8,00
24	25	17	22	1	2	0	0	0	78	28	8	6	7	0	0	0	0	0	0	0	2	0	2,897	9,00
25	14	16	8	4	0	0	0	0	56	21	6	1	5	0	0	0	0	0	0	1	1	0	2,600	8,00
26	21	9	18	3	2	0	0	0	25	17	10	2	10	0	1	2	0	0	0	1	5	0	2,148	6,00
27	14	10	10	4	0	0	0	0	40	31	10	4	9	0	0	0	0	0	0	1	2	0	2,022	6,00
28	16	14	11	4	0	0	0	0	75	28	12	6	10	0	0	0	0	0	0	2	2	0	2,392	7,00
29	19	18	12	4	0	0	0	0	36	16	11	3	7	0	1	5	0	0	0	0	4	0	2,732	7,00
30	16	14	12	2	0	0	0	0	16	14	14	1	14	0	0	0	0	1	0	0	0	0	1,998	7,00
31	12	14	9	5	2	0	0	0	14	20	12	6	9	0	2	2	1	0	0	1	2	0	2,732	7,50
<b>Total</b>	<b>517</b>	<b>438</b>	<b>376</b>	<b>107</b>	<b>22</b>	<b>1</b>	<b>5</b>	<b>8</b>	<b>2,479</b>	<b>581</b>	<b>265</b>	<b>110</b>	<b>237</b>	<b>3</b>	<b>18</b>	<b>34</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>21</b>	<b>75</b>	<b>8</b>	<b>71,533</b>	<b>6,92</b>

AVG.

Average Box Time - 1st 8:37, 2nd 5:39, 3rd 7:16 = 6:9,57

# COUNCIL UPDATE

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February 13, 2020

Finance Department  
Amanda Jackson, Finance Director

## **Legislation:**

*2020 Appropriation Amendment #1* – Included with the ordinance is a memo outlining the purpose of each request for additional funds.

## **Project Status:**

*2019 Year End Reporting* – I am working on gathering all the information necessary to compile our 2019 financial statements as required by the Auditor of State's Office. This is typically a several months long process with the filing being due at the end of May each year.

*Looking Ahead* – While it is only February, we are already looking ahead at the pool opening and the 2021 Tax Budget which will be presented to you in May/June.



# COUNCIL UPDATE

February 14, 2020

Department of Public Service  
Matthew C. Peoples, Director

## **Project Status:**

**Northpointe Utilities Extension:** Design is nearly complete and we expect to be out to bid the last week of February. As discussed, the project is being paid for out of water and sanitary funds and be paid back by the Gender Rd. TIF funds. Director Jackson will be presenting legislation that includes the re-appropriation of funds for this project. We did get an update on the timing of the wet well structure and there will be no need for us to pre-purchase those components.

**McGill Park:** OHM has submitted the design proposals for McGill Park Phase I project and the Trail Connector project. Director Jackson will be presenting legislation that includes the re-appropriation of funds for the design portions of these project. The grant for the Phase I project is still in limbo and we expect the State and Feds will have resolved soon.

**Gender Road Paving:** ODOT has bid the project and are expecting to award at the end of February. There is an extra cost for specific video detection system we specified and Director Jackson will be presenting legislation that includes the re-appropriation of funds for the design portions of these project. Final costs will be based on actual bid costs and final quantities and, once the project is done, ODOT will determine what refunds/payments there may be.

**WRF Generator Project:** We are working on the funding documents and hope to have more in March. The project is preliminary estimated at \$350,000 and the loan is for as many as 20 years with an interest rate as low as 0.72% including a possible \$50,000 in principal forgiveness.

**2020 Street CIP:** The project is out to in February for legislation to be presented to Council in March. The project includes work on W. Waterloo, Williamson, Hilliard, Saylor, and Hemmingford, pool parking lot expansion and the Tussing Ditch path, as well as general pavement work and the sidewalk program.

**Municipal Complex:** We are working with our architect to finalize criteria for the design-build process.

**Solid Waste Contract:** Mayor Ebert & I met again with Waste Management on a potential contract extension and we hope to have some information to present soon. Additionally, we have submitted our requirements for SWACO's Consortium II and are working through their bid process.

**Gender Rd. Signal Synchronization Project:** EMH&T has reviewed ODOT data and is providing comments towards the synchronization models. We are expecting the project to be completed by April.

**Storm Sewer Replacement:** The contractor has begun construction and project is expected to be complete by spring.

**Gender Rd. Phase V:** We received OPWC of the approximately \$1.2M project in the form of a \$250,000 grant and a \$750,000 loan. We will begin design work this summer for a spring 2021 construction. This project includes intersection improvements at Canal St. with new mast arm signals and a NB right turn lane to Canal St. and a NB turn lane at Winchester Blvd, along with some bike path relocations.

**Westchester Park Improvements:** Installation of the playground equipment and shelter house is scheduled for the first week of March.

**Transportation Thoroughfare Plan:** MORPC is working on their data collection and analysis portion of the process. EMH&T's portion will work off of the MORPC data and will continue through the spring.

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

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