

Canal Winchester

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



Meeting Agenda

April 6, 2020

7:00 PM

City Council

*Mike Walker - President
Mike Coolman - Vice President
Jill Amos
Will Bennett
Bob Clark
Patrick Lynch
Chuck Milliken*

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

[20-98](#) Minutes 3-2-20 Work Session ([Minutes](#))

[20-99](#) Minutes 3-2-20 Full Council ([Minutes](#))

- E. Communications & Petitions

[20-100](#) Madison Township Police Department March 2020 Statistics ([Report](#))

- F. Public Comments - Five Minute Limit Per Person

- G. RESOLUTIONS

[RES 20-004](#)
Public Service
A Resolution Authorizing the Mayor to Enter Into a Contract for the Participation in the ODOT Road Salt Contracts Awarded in 2020 ([Resolution](#))
- Adoption

- H. ORDINANCES

Tabled

Third Reading

[ORD 20-008](#)
Law
Sponsor: Lynch
An Ordinance to Repeal Chapter 1130 of the Codified Ordinances of the City of Canal Winchester ([Ordinance, Exhibit A](#))
- Adoption

[ORD 20-010](#)
Development
Sponsor: Clark
An Ordinance to Authorize the Mayor to Accept an Easement for General Utility Purposes from the Mountain Agency, LLC. ([Ordinance, Exhibit A](#))
- Adoption

Second Reading

[ORD 20-016](#)
Development
Sponsor: Lynch
An Ordinance to Authorize the Mayor to Accept a 0.51 Acre Parcel of Land From Rockford Homes, Inc. and Dedicating Such Land as Right of Way for Public Use and Accepting Such Improvements to be Known as Cormorant Way ([Ordinance, Exhibit A, Exhibit B](#))
- Second Reading Only

ORD 20-017

Finance

Sponsor: Coolman

An Ordinance to Authorize the Mayor and Finance Director to Enter Into a Depository Agreement with Park National Bank for the Deposit of Public Funds (**Ordinance, Exhibit A**)

- *Second Reading Only*

First Reading**ORD 20-018**

Development

An Ordinance to Authorize the Mayor to Accept a 1.66 Acre Parcel of Land from the Paul E. Ruff and Pauline A. Ruff Trust and Dedicating Such Land as Right of Way for Public Use and to Declare an Emergency (**Ordinance, Exhibit A Deed**)

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

ORD 20-019

Development

An Ordinance to Authorize the Mayor to Enter Into a Lease Agreement with James N. Stevenson for a 30 +/- Acre Tract of Land on Parkview Drive and Declaring an Emergency (**Ordinance, Exhibit A**)

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

ORD 20-020

Development

An Ordinance to Authorize to Mayor to Convey a Tract of Land Consisting of Approximately +/- 0.63 Acres on West Waterloo Street to the Canal Winchester Industry and Commerce Corporation to Provide for its Subsequent Conveyance to Waterloo Investment, L.L.C., Pursuant to an Agreement for Purchase of Real Estate and Declaring an Emergency (**Ordinance, Exhibit A**)

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

I. Reports

Mayor

Report**Mayor's Court Report March 2020**

Fairfield County Sheriff

February 2020 Statistics

Law Director

Finance Director

Report

Public Service Director

Report from Construction Services**Report from Public Services**

Development Director

Report

J. Council Reports

Public Meeting Regarding Rezoning, Monday, April 13, 2020 at Town Hall starting at 6:00 p.m.

Conversation with Council Town Hall Meeting - Tuesday, April 14, 2020 at the Community Center starting at 7:00 p.m. (CANCELED)

Work Session and Full Council Meetings - Monday, April 20, 2020 starting at 6:00 p.m.

CW Human Services - Milliken

CWICC - Clark and Coolman

CWJRD - Bennett and Amos

Destination: Canal Winchester - Walker

K. Old/New Business

[20-101](#)

Canal Winchester Lacrosse Association Bed Tax Grant Letter ([Letter](#))

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

Canal Winchester

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



Meeting Minutes - Draft

March 2, 2020

6:00 PM

City Council Work Session

Mike Walker - President

Mike Coolman - Vice President

Jill Amos

Will Bennett

Bob Clark

Patrick Lynch

Chuck Milliken

A. Call To Order at 6:00 pm

B. Roll Call *Present 7 – Amos, Bennett, Clark, Coolman, Lynch, Milliken, Walker*

C. Also In Attendance

Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action

RES 20-003

Mayor

A Resolution Approving the Mayor's Appointment of Pat Burks to Serve as a Member of the Street Tree Advisory Board ([Resolution](#))

- Request to move to full Council

Peoples said Gary Bumpus was serving, but is moving out of town; Pat Burks has been attending the meetings and is interested in being a member of the committee and Dick Miller suggested to move forward with him. Lynch asked if he has any qualifications; Peoples replied that Burks is willing to be on the board, and no other qualification is required; Lynch commented that Bumpus was a landscape architect, are there any qualifications for street tree committee members; Peoples said no; Lynch said it would be prudent to have landscape architects on the committee; Peoples said it was a luxury to have Mr. Bumpus's experience on the committee, most members are horticulture lovers, tree lovers, and interested community members; it may be a tall request to require those type of qualifications; Lynch said it would be prudent to have someone with a landscape architect background. Coolman said it was a blessing to have Mr. Bumpus on that committee and it is all volunteer positions so we are at the mercy of what our community has to offer; number one is initiative for someone to be active and number two to have someone with that kind of background; he will be missed.

Motion to move RES 20-003 to full council made by Amos; seconded by Milliken

Motion carried by the following vote:

Yes 7 – Amos, Milliken, Bennett, Clark, Coolman, Lynch, Walker

ORD 20-014

Construction Services

An Ordinance to Authorize the Mayor to Enter into a Contract with Columbus Asphalt Paving, Inc. for the Construction of the 2020 Street Program Project and Declaring an Emergency ([Ordinance, Exhibit A Letter, Exhibit B Summary Bids](#))

- Request to move to full Council

Peoples said this is our annual street project CIP; bid price came in about \$40,000 less than the engineer's estimate, so we are pleased about that; we got our regular run of people bidding for the job, Columbus Asphalt Paving did our 2019 street program as well, same three or four bidding, did a great job last year, looking forward to working with them this year, it is requested as emergency for timing purposes.

Motion to move ORD 20-014 to full council made by Bennett; seconded by

Lynch

Motion carried by the following vote:

Yes 7 – Bennett, Lynch, Amos, Clark, Coolman, Milliken, Walker

ORD 20-015

Development

An Ordinance to Authorize the Mayor to Convey a Tract of Land Consisting of +/- 1.77 Acres on Robinette Way to the Canal Winchester Industry and Commerce Corporation to Provide for its Subsequent Conveyance to Gideon Properties, LLC., Pursuant to a Purchase and Sale Agreement and Declaring an Emergency ([Ordinance, Exhibit A Agreement](#))

- Request to move to full Council

Haire said this allows us to sell a tract of land at Robinette Way and Dove Parkway to Gideon Properties, the real estate arm of a company called Charter School Specialists currently located in Pickerington, have about 25 employees currently, 15-20 of those to be working out of this location; this is an office project only with potential to expand, convey property to CWICC and then allow them to convey it to Gideon Properties for this; what we are proposing to sell property for \$125,000 which is on higher side of what we have been selling property for in Canal Pointe, asking this to be an emergency to move forward with the purchase contract, given them a ninety day window for them to gain all of their approvals and then close within thirty days after that, their intention to start construction as soon as the weather breaks, June/July timeframe, and complete the project this year. Coolman asked about length of construction; Haire replied 6-7 months. Amos asked about future expansion to build or sell it off; Haire said intent is to allow their building to grow or similar as what is in Canal Pointe.

Motion to move ORD 20-015 to full council made by Clark; seconded by Lynch

Motion carried by the following vote:

Yes 7 – Amos, Bennett, Clark, Coolman, Lynch, Milliken, Walker

ORD 20-016

Development

An Ordinance to Authorize the Mayor to Accept a 0.51 Acre Parcel of Land from Rockford Homes, Inc. and Dedicating Such Land as Right of Way for Public Use and Accepting Such Improvements to be Known as Cormorant Way ([Ordinance, Exhibit A Survey, Exhibit B Survey](#))

- Request to move to full Council

Haire said this would allow us to accept the portion of Cormorant Way that has been constructed by Rockford Homes as part of the Greensview Condominiums; it was not accepted at that time, it was private right of way, due to an error that happened, Ordinance #18-049 that council passed that was part of a settlement agreement between Rockford Homes and the City of Canal Winchester; as part of settlement agreement we would accept this portion of the roadway as right of way in its current condition once the plans were approved for that site, the plans have been approved, they broke ground on construction there, they are asking that we accept this portion of the road as right of way and accept the improvements thereon. Lynch asked about when the road was originally built what is the shape of the road now, will it need reconstructed or is it up to par; Haire said it was constructed and inspected up to standards just as any public street would be done it was just never accepted by city council by ordinance; the condition is fairly good and it has been maintained, we didn't know it wasn't a public roadway, Canal was plowing it and maintaining it; Coolman asked who came up with the name

Cormorant, where is that from; Haire replied he doesn't know, a part of overall Villages of Westchester plan so someone with Virginia Homes or it is probably from the developer, that is who usually names the streets, went back and forth regarding is it Drive or Way and all the street signs say Way so we are going with Way.

Motion to move ORD 20-016 to full council made by Lynch; seconded by Bennett

Motion carried by the following vote:

Yes 7 – Lynch, Bennett, Amos, Clark, Coolman, Milliken, Walker

ORD 20-017

Finance

An Ordinance to Authorize the Mayor and Finance Director to Enter into a Depository Agreement with Park National Bank for the Deposit of Public Funds ([Ordinance, Exhibit A Agreement](#))

- Request to move to full Council

Jackson said pointed out there was a typo in section one of the ordinance and she will have it corrected before passage; this is to allow city to deposit funds with Park National Bank, they now have a branch located in the Kroger plaza, this will help us to diversify the banks that we use so we are not putting all of our eggs in one basket. Coolman said we received this afternoon from Audra new packets showing the corrected ordinance. Bennett asked what financial institutions are we banking at currently; Jackson replied Huntington, Chase, Vinton County, and Fifth Third Securities. Lynch asked about the four year limit on the agreement; Jackson replied it is five years, all of them are five years.

Motion to move ORD 20-017 to full council made by Coolman; seconded by Milliken

Motion carried by the following vote:

Yes 7 – Coolman, Milliken, Amos, Bennett, Clark, Lynch, Walker

E. Reports

Matt Peoples -

Report

Northpoint utilities extension, out to bid for that, deadline March 19; Westchester Park contractor started today, playground equipment was delivered and moved on site today, shelter house to be delivered next week, will start to see work over there; kick-off meeting for McGill Park phase one, getting engineering started on that. Amos asked about the design portion to be done by mi-summer; Peoples talked about getting grass down on the fields, etc. may end of splitting the project to get it accomplished; Amos asked about attending the meetings since she serves on the rec board; Peoples said I suppose. Amos asked about the waste contract negotiations, SWACO; how are we looking on those and is recycling still be considered in all of them; Peoples said yes, he has not heard back from SWACO, they are in the process of bidding, has talked with Waste Management quite a few times going back and forth on some of the provisions of how the contract would look and the services provided, trying to get an idea of what their level of interest is and the options; Amos asked if we don't have any idea on the SWACO numbers are we able to do an extension on the agreement with waste management until we can decide; Peoples replied we have not discussed that. Coolman asked if we have the rest of the year to gather that

information; Peoples said no, Waste Management expires in August 2020, we are working with them, discussions about extensions with them; Amos said it is nice to have them in our back yard, a local vendor, Waste Management; Coolman they have supported the city; Peoples said they have supported the city events for trash removal. Amos said Waste Management has been very supportive of the recycling program that is going on, they have not charged us and the gentleman comes every Saturday on time to pick it up and pleasant to work with. Milliken asked about scheduled completion for Westchester Park; Peoples said in about three months, weather depending. Clark asked about the phase one of project and the grant, did you get hooked up with Stivers; Haire said he spoke to his staff and since it is a legal matter they cannot get involved in that or provide any resolution. Bennett asked about the Northpoint utilities extension project when it comes to council do you think it will come through as an emergency; Peoples said yes due to timing. Lynch asked about the pool parking lot expansion, it is expanding down toward the west; Peoples said there are three trees to the west, the middle one will be taken out and a little green space there, a cable TV booster is there, too,; Lynch asked how many more spots are you putting there; Peoples said about 40 some, plans don't come through to council; Lynch asked about parking downtown, hears complaints, what about a parking lot at Stradley Park that would directly impact the downtown businesses, as opposed to the pool that is only used for a three month period; Peoples said it is on the plan, I think there are some deficiencies in the plan regarding access, plan includes removal of the pagoda and fountain area, past council ordinance that keeps it as green space, created when we first did Stradley Park, to keep the green area as green space, the lawn back there; council would have to repeal the ordinance; Lynch talked about would it be more prudent to invest in parking that could be used 12 months out of the year as opposed to 3 months out of the year, the pool and the police officers who park out there, CPD parks out there; Haire said that was the agreement because they use to park behind here in the Towing Path Alley parking lot, they take up a lot of space; lots of pool patrons complain about the parking; Haire said there are several vehicles who use that lot as long term parking, takes time to watch this, have them tagged and maybe towed, people who live downtown who park extra vehicles there and leave them, something else we can look at to restrict amount of time you can park in a space; Lynch doesn't think it would be a problem to pass it; Haire said downtown parking is an enforcement issue, he has been watching spaces along High Street and a few of the cars were provided warnings when we see people parking there all day on a consistent basis, trying to keep an eye on this as well, but it is a matter of having the people available to enforce that; Lynch said as we get more and more businesses down here and more cars, need more parking down here that we get used more often as opposed to a few months per year; Haire said they looked at parking lot utilization and had a brief study done at different times during the day and it looks like during peak hours there are still 30% of parking spaces still available, not being used at peak times, on-street and off-street public parking; Milliken commented about spaces that will be added at McDorman, after community center is torn down; Haire said we opened lot at Towing Path Alley and it was never more than 15% utilized when we did counts last year, was fairly new lot, but it is very under-utilized as well; Lynch asked if the lot by the pool is that overburdened; general response of yes it is, Haire said cars park along West Street, it is pretty tight to park on and drive, people walking between cars, crossing the street, it is a safety issue. Amos said with the expansion of the parking lot will that open up the service road to Waterloo, that small strip of road; Peoples replied no it will not, there is too much of a grade elevation change, about a three foot drop between Park Street and the parking lot, there would be no way to do it; Amos said the resident that lives there just asked about it.

Lucas Haire -

Report

Northpoint is pending tonight's outcome on the development agreement, planning to close in the next two weeks on purchasing that site and construction will start quickly thereafter; my understanding they are trying to coordinate the closing of all four properties they are buying, the three residential properties as well and you will see those start to be removed quickly thereafter, the residents have all moved out of those homes, they are vacant, hoping to start construction in March; GC Pallet and Storage has acquired the building at 880 West Walnut Street, building has been vacant for ten years, 50,000+ square feet, owner was not motivated to do improvements, they are investing in the building, company restores and reconditions pallets, will result in 15-20 new jobs in the community; items for planning commission, working on traffic study for Greengate condominiums development on Hill Road, will go before Planning and Zoning at next meeting on Monday; Bank of America also will be back before planning and zoning, they have completely amended their site development plan and architecture of the building that they previously had approved, back to have that plan reconsidered again. Lynch asked about the pallet company, originally planned some gas stations there, does that property come up to Gender Road; Haire said no, there are two separate properties there, one is four acres and one is six acres, owned by the same entity; Lynch said his concern is a pallet yard looks like a pallet yard, what is the plan for screening this; Haire replied the company plans to store the pallets in trailers, not outside, large trailer storage yard on property, best to store pallets in trailers to prevent theft and damage; Lynch said he is glad to hear they are being covered up; Lynch asked about the City of Columbus taking an interest in the Westchester Golf Course, do you know anything about that, they have been on site visiting, Metro Parks, City of Columbus; Jackson said these are two different entities, Metro Parks and the City of Columbus; Lynch said there was City of Columbus on their shirts; have we heard anything about the sale of it; Haire said he believes it is still for sale but not being actively marketed, was listed for a while with a national broker of golf courses, he spoke to some local entities but they were not interested, maintaining a golf course is challenging from a maintenance perspective; Lynch asked if metro parks was interested would they come to the city to let them know; Haire replied he assumes they would; Peoples said we have a good partnership with them. Clark congratulated Lucas for being awarded the chamber of commerce pillar of the community award.

Amanda Jackson -

Report

January 2020 Financial Statement

There will be a taxpayer assisted event with RITA (Regional Income Tax Agency) at the community center on Thursday, March 12 from 11:00 am to 6:00 pm, anyone who is required to file a local income tax return is welcome to attend, they do not have to be a Canal Winchester resident, does not have to be a Canal Winchester form, there are a lot of other municipalities surrounding Canal Winchester that also use RITA, all of those are welcome to get assistance with filing of their taxes with RITA; Amos asked if they do this every year; Jackson replied they rotate where they do it each year, last year it was in Groveport, this year they asked to do it in Canal Winchester, yes, they do this all the time, just don't know where it will be each year; RITA has a Worthington office where you can walk in and ask for assistance; Amos asked if there is a specific account we are trying to open with Park National Bank; Jackson said no, we will probably start with some CDs.

F. Items for Discussion

G. Old/New Business

H. Adjournment

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

*Yes 7 – Clark, Lynch, Amos, Bennett, Coolman, Milliken, Walker
Adjourned at 6:36 pm*

Canal Winchester

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



Meeting Minutes - Draft

March 2, 2020

7:00 PM

City Council

Mike Walker - President

Mike Coolman - Vice President

Jill Amos

Will Bennett

Bob Clark

Patrick Lynch

Chuck Milliken

- A. Call To Order *at 7:00 pm*
- B. Pledge of Allegiance – *Led by the Canal Winchester Boy Scout Troop #103*
- C. Roll Call *Present 7 – Amos, Bennett, Clark, Coolman, Lynch, Milliken, Walker*
- D. Approval of Minutes

[Item #30](#) MINS 2-18-20 Work Session ([Minutes](#))

[Item #31](#) MINS 2-18-20 Full Council ([Minutes](#))
*Motion to approve minutes from the 2-18-20 work session made by Lynch;
seconded by Clark*
*Motion to approve minutes from the 2-18-20 full council made by Clark;
seconded by Lynch*
Motions carried by the following vote:

Yes 6 – Bennett, Clark, Coolman, Lynch, Milliken, Walker
Abstain 1 - Amos

E. Communications & Petitions

[Item #32](#) Mayor's Proclamation to Recognize March 28, 2020 as Scouting for Food Day
([Proclamation](#))

Walker read aloud and presented the Mayor's proclamation to the Canal Winchester Boy Scout Troop #103 to recognize March 28, 2020 as Scouting for Food Day.

Walker announced that council needs to set a public hearing/meeting for the application for re-zoning (ZM-20-001) from general commercial to planned commercial district for property located at 6355 Winchester Blvd.; the suggested date for the meeting is Monday, April 13, 2020 at 6:00 pm at Town Hall. Coolman asked if everybody is ok with that; Jackson said it is a special meeting called specifically for that purpose; Lynch asked if there is a rush on the timeline for breaking ground for spring time; Haire replied we have certain time lines we need to meet with posting notice of the meeting, and it should have been set at the last meeting, we are kind of in a bind now of when it can be done, we need to act within 60 days, post public notice 30 days prior to the meeting in a local newspaper, so that leaves us very little time to do so, it needs to be done on April 13 to meet all the deadlines of posting 30 days prior and the 60 days; Bennett asked about April 6; Jackson replied it doesn't give us enough time to advertise, we need to meet the 30 day advertising, meeting has to occur 60 days after we receive it, we received it on February 11, takes almost a week to get it into the newspaper; will go into newspaper on April 12.

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS**RES 20-003***Mayor*

A Resolution Approving the Mayor's Appointment of Pat Burks to Serve as a Member of the Street Tree Advisory Board ([Resolution](#))

- Adoption

***Motion to adopt RES 20-003 made by Amos; seconded by Coolman
Motion carried by the following vote:***

Yes 7 – Amos, Coolman, Bennett, Clark, Lynch, Milliken, Walker

H. ORDINANCES

Tabled

Third 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, Agreement, Exhibit A Map, Exhibit B Scope, Exhibit C Easement, Exhibit D Deed](#))

- Adoption

***Motion to adopt ORD 20-006 made by Milliken; seconded by Clark
Motion carried by the following vote:***

Yes 7 – Milliken, Clark, Amos, Bennett, Coolman, Lynch, Walker

Second Reading

ORD 20-008*Law**Sponsor: Lynch*

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

- Second Reading Only

Lynch stated second reading only

ORD 20-009*Development**Sponsor: Walker*

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, Exhibit D Powerpoint](#))

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

Walker made a motion to add an emergency clause to ORD 20-009; seconded by Coolman. Bennett asked what is the reason to add the emergency clause; Haire replied it was requested by the applicant and they want to move forward with construction, it is a long process to go through planning and zoning and council, etc., there were no comments received this evening and no comments last time, this is more of an administrative action and we are asking for it to be considered an emergency. Hollins said it is

completely within your discretion but this was an interesting twist that we did the original redistrict plan zoning without much of a preliminary plan as we usually would have with rezoning, so the deal was with the applicant and Meijer, you bring back the final development plans with council, which are usually an administrative act, not a legislative act that would stay at planning and zoning, but since they are coming back to council we handle them by ordinance even though they are sort of an administrative act, so it is not an unusual request, they have done all their engineering, they have done their final development plan, the architecture and they are ready to break ground and get going if that is something that council is interested in doing. Bennett asked to clarify that we intend to put an emergency clause in and suspend the rules on the third reading; Hollins said yes, he believes so, it is on the agenda. Coolman commented that they were here last week and would like to take advantage of the nice weather; Bennett commented he likes to cover the bases.

Motion to add an emergency clause to ORD 20-009 made by Walker; seconded by Coolman

Motion carried by the following vote:

Yes 7 – Walker, Coolman, Amos, Bennett, Clark, Lynch, Milliken

Motion to suspend third reading on ORD 20-009 made by Walker; seconded by Clark

Motion carried by the following vote:

Yes 7 – Walker, Clark, Amos, Bennett, Coolman, Lynch, Milliken

Motion to adopt ORD 20-009 made by Walker; seconded by Coolman
Motion carried by the following vote:

Yes 7 – Walker, Coolman, Amos, Bennett, Clark, Lynch, Milliken

ORD 20-010

Development

Sponsor: Clark

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

- Second Reading Only

Clark stated second reading only

First Reading

ORD 20-014

Construction Services

An Ordinance to Authorize the Mayor to Enter into a Contract with Columbus Asphalt Paving, Inc. for the Construction of the 2020 Street Program Project and Declaring an Emergency ([Ordinance, Exhibit A Award Recommendation Letter, Exhibit B Bid Summary](#))

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

Bennett asked Peoples the reason for emergency is contract based and the timing for getting the work finished, etc.; Peoples said yes.

Motion to suspend second and third readings on ORD 20-014 made by Bennett; seconded by Lynch

Motion carried by the following vote:

Yes 7 – Bennett, Lynch, Amos, Clark, Coolman, Milliken, Walker

***Motion to adopt ORD 20-014 made by Bennett; seconded by Amos
Motion carried by the following vote:***

Yes 7 – Bennett, Amos, Clark, Coolman, Lynch, Milliken, Walker

ORD 20-015

Development

An Ordinance to Authorize the Mayor to Convey a Tract of Land Consisting of +/- 1.77 Acres on Robinette Way to the Canal Winchester Industry and Commerce Corporation to Provide for its Subsequent Conveyance to Gideon Properties, LLC., Pursuant to a Purchase and Sale Agreement and Declaring an Emergency ([Ordinance, Exhibit A](#))

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

Motion to suspend second and third readings on ORD 20-015 made by Clark; seconded by Milliken

Motion carried by the following vote:

Yes 7 – Clark, Milliken, Amos, Bennett, Coolman, Lynch, Walker

Clark asked Haire the reason for that; Haire responded it is the contingencies in the real estate agreement.

Motion to adopt ORD 20-015 made by Clark; seconded by Milliken

Motion carried by the following vote:

Yes 7 – Clark, Milliken, Amos, Bennett, Coolman, Lynch, Walker

ORD 20-016

Development

An Ordinance to Authorize the Mayor to Accept a 0.51 Acre Parcel of Land from Rockford Homes, Inc. and Dedicating Such Land as Right of Way for Public Use and Accepting Such Improvements to be Known as Cormorant Way ([Ordinance, Exhibit A Survey, Exhibit B Survey](#))

- First Reading Only

Lynch stated first reading only

ORD 20-017

Finance

An Ordinance to Authorize the Mayor and Finance Director to Enter into a Depository Agreement with Park National Bank for the Deposit of Public Funds ([Ordinance, Exhibit A Agreement](#))

- First Reading Only

Coolman stated first reading only

I. Reports

Mayor

Report

January 2020 Court Report

Motion to adopt the Mayor's Court Report for January 2020 made by Bennett; seconded by Coolman

Motion carried by the following vote:

Yes 7 – Bennett, Coolman, Amos, Clark, Lynch, Milliken, Walker

Fairfield County Sheriff

Sgt. Hendershot said they had five deputies went through an interview and interrogation class put on by our detectives and all of the had positive feedback; working with Amanda and the Mayor to send deputies to training at SIPADA (?) to classes for decision making under stress, first responder, barricade and counter ambush tactics, identification, etc.; trying to train up the deputies in Canal so if anything should happen we are prepared for that; will have February stats at the next meeting. Bennett said he likes the investment in the people on your staff, do you think that makes them more apt to remain with the City of Canal Winchester; Hendershot replied absolutely; there is no guarantee, we always have people looking elsewhere, but the more we invest in them, it shows in statistics that they invest that back into their work in Canal; Bennett said he agrees and kudos to you and the city staff for making that happen. Lynch said additional kudos to Sgt. Hendershot on your service award through the sheriff's department; Hendershot said it's through United Way, he was the company key for five years and now Sgt. Cassell has that role; Lynch said well served. Walker said he wants to extend appreciate to all you have done in the community, so many people have commented to him about it, that he is visible and so involved; Hendershot said he is trying to get out there in the community and at the end of the month they will have another self-defense class and Amanda is working on a short video.

Law Director

Hollins said as of last Wednesday the charter commission is up and running, already discussed the agenda and how they are going to break up the charter for review and discussion and meet on a every other week basis, Audra is helping out and keeping it organized, it is a very experienced and austere group, look forward to helping them out, planning to get their report to you and get everything done well in advance, and get recommendations to council in time for the August deadline for getting it on the November ballot, if there are any changes, may or may not changes, something we do every ten years. Had the opportunity and pleasure to attend the Mayor's retreat with the city staff, you have an impressive staff, to hear what they have done and to work with them on a weekly basis, very cohesive and very bright staff, you should be proud, they stand the test against any other staff of a municipality in Ohio, I appreciate the opportunity to be involved in the staff retreat and to serve them and serve you for another year. No need for executive session.

Walker extended congratulations to Haire for his Pillar of the Community Award from the Canal Winchester Chamber of Commerce.

Finance Director

[Report](#)

[January 2020 Financial Statement](#)

Public Service Director

[Report](#)***Development Director***[Report](#)**J. Council Reports**

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

Committee of the Whole Meeting on Monday, March 30, 2020 at 6:00 pm (if needed)

Work Session and Council Meetings on Monday, April 6, 2020 starting at 6:00 pm

CW Human Services - Milliken

The next event is the Easter Egg Hunt is Saturday, April 11 at 10:00 am, and the Run for the Cupboard walk with Carm Smith with a line from Cornersmiths store to their building and for people to pass food down the line.

CWICC - Clark and Coolman

Clark – The next meeting is April 29, 2020 at 11:30 am at the Interurban Building

CWJRD - Amos and Bennett

Bennett – Last Wednesday the joint rec held a town hall meeting to share the findings from the two park professionals that we had contracted to do an evaluation of the joint rec; it was a good session; afterwards we emailed that presentation out to everyone in the database, I would be happy to share it for anyone that does not already have a copy of it; it was about a two hour meeting, it was really well attended, probably 35+ folks in attendance on a Wednesday night; this past Sunday Mr. Krueger from the school board and myself attended a MSWL football meeting in Obetz, very productive meeting, Obetz will be joining the league the football plays in this year, championship game to be hosted at the Fortress, really cool opportunity to get to play in that type of environment; we have an executive board meeting on Thursday, March 19, 2020 at 7:00 pm at Town Hall.

Destination: Canal Winchester - Walker

The next meeting is March 24, 2020 at 6:00 pm at the Interurban; remember the shop hop is March 12 and dessert with Lincoln is March 19, and the next art stroll meeting is March 3 at 6:00 pm at the Interurban.

K. Old/New Business

Peoples gave an update on the McDorman building process, last week the RFP for the project was issued and the proposals are due April 3, then we'll have an evaluation period then it will come to council to approve the preliminary services contract, once it is approved the preliminary services will last for approximately two months and then we'll come back to council to authorize the contract around June 15, with the RFP being issued we have a budget amount that goes along with that of approximately \$3 million, that is a little bit different than our original estimate, but we did include the parking lot improvements, the community center demolition, moving the kitchen from the community center, putting in a generator, furnishings that were not included in the first original estimate; it is a process, I

will have Bill send out the official calendar so you guys will stay in the loop on where everything is. Bennett asked if there is anywhere in this process for additional public input, where are we in the design process through those phases; Peoples replied the design has to go to Landmarks Commission and that will be a public presentation; Haire said we will be back here multiple times for different contracts as we go through the design process once a contractor is selected; we invited four firms to put together proposals for that and we'll do an evaluation of those firms and figure out who is the most appropriate and the most responsive to our requests, process of design services phase and there will be opportunities for input as well. Lynch asked if we are working with the community center and talking to them about what their needs are so that when the design phase comes...is this happening...Peoples said yes; Lynch asked if there will be some kind of forum prior to adopting the final interior plan; he knows Landmarks will only be concerned with the exterior, not the interior and the interior is what most people are concerned about; Haire said our intention is to bring it back here and go through the regular meeting process and regular public comment. Bennett asked if there is any word or commitment from the Columbus Public Library; Haire said he did receive a letter of intent from them today, has not had a chance to fully review it yet, but we are still working towards that, and it would be for the 8400+ square feet. Lynch asked if there was a time frame on that or is it too early to say; Haire said they will work through the lease details, the letter of intent basically describes the overall terms of what we are looking at, the more broad terms before lease negotiation, basically who is doing what on the improvements side of things, how we coordinate improvements together, coordination of shared spaces; Lynch said it would be prudent if we did it all at the same time; Haire replied he doesn't believe it will all line up; Bennet asked if they stated any term in the letter of intent, the number of years they would like to be in the building; Haire said we described to them a ten year term with an option for a five year renewal.

L. Adjourn to Executive Session (if necessary)

M. Adjournment

Motion to adjourn made by Lynch; seconded by Bennett

Motion carried by the following vote:

Yes 7 – Lynch, Bennett, Amos, Clark, Coolman, Milliken, Walker

Adjourned at 7:38 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: *April 2, 2020*
Re: *Monthly Stat Report*

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 March 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)

	3/1-31/2020	Y-T-D Total
Total Calls for Service - Madison Township	1,704	5,381
Total Dispatched Calls - Madison Township	292	851
Total Non-Dispatched Calls - Madison Township	439	1,562
Total Calls for Service - City of Canal Winchester Corporation limits	125	560
Total Tickets - City of Canal Winchester Corporation limits	4	31
Total Patrol Miles Driven - Madison Township	13,485	41,968

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



MADISON TOWNSHIP POLICE

Call For Service - Summary

For Reporting Period 3/1/2020 until 3/31/2020

City of Canal Winchester Corporation limits - Anything inside

Nature Code	Nature Description	Total
10	Assist Other Unit - Mutual Aid	9
13	Special Detail	2
20	Domestic Complaint	1
35	On Patrol	60
60/60A	Suspicious Person/Vehicle	1
62	Traffic Detail	4
63	Investigation or Follow Up	1
78	Alarm Drop	3
82	Disabled Vehicle	1
86	Traffic Stop	14
86P	Parking Violation	1
9	Investigate Complaint	1
BC	Business Check	27

Grand Total: 125



MADISON TOWNSHIP POLICE DEPARTMENT TICKET REPORT BY DATE AND GEO

For time period between 03/01/2020 and 03/31/2020

City of Canal Winchester Corporation limits - Anything inside

<u>CFS#</u>	<u>Date</u>	<u>Location</u>	<u>Geo</u>	<u>ORC</u>	<u>Offense</u>	<u>Issuing Officer</u>	<u>Ticket#</u>
20M-004868	03/07/2020	GENDER RD AT W WALNUT ST	4	4511.21	SPEED	Officer B. Kranz-25	078026
20M-005410	03/14/2020	US RT 33 W/B NEAR GENDER RD	4	4510.16A, 45	DRIVERS LICENSE OFFENSE	Officer R. Manning-24	078000
20M-005382	03/14/2020	GENDER RD AT US RT 33	4	4511.20	RECKLESS OPERATION	Officer B. Kranz-25	078029
20M-005382	03/14/2020	GENDER RD AT US RT 33	4	4511.21	SPEED	Officer B. Kranz-25	078029

Total Tickets Filed: 3
Total Charges Written 4

RESOLUTION NO. 20-004

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2020

WHEREAS, the City of Canal Winchester (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and,
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and,
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and,
- d. The Political Subdivision’s electronic order for 100 Tons of Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and,
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and,
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and,
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April, 24th, 2020 by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

WHEREAS, it is the recommendation of the Director of Public Service and the Superintendent of Streets, Lands & Buildings that it is in the best interest of the City of Canal Winchester to enter into an agreement with ODOT for the purchase of sodium chloride (road salt).

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

SECTION 1. That this participation agreement to purchase 100 Tons of sodium chloride (road salt) from the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract.

SECTION 2. That this resolution shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

I hereby certify that the 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. 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

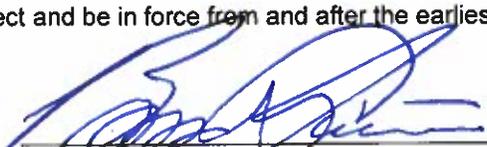
WHEREAS, Ordinance 82-06 adopting Section 1130 Planning and Zoning Residential Standards shall be repealed;

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.

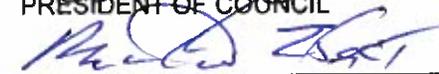
SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED: 1/7/19



PRESIDENT OF COUNCIL

ATTEST: Amanda M Jackson

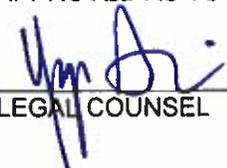


MAYOR

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. 20-010

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.

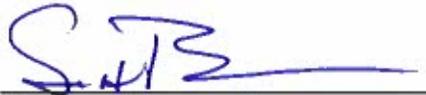
Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

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 24th 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 24th 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:

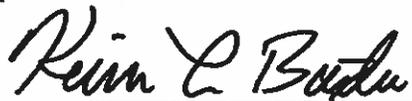
1. S 61° 44' 05" E a distance of 769.96 feet to a point;
2. S 38° 45' 01" E a distance of 108.33 feet to a point;
3. S 61° 37' 17" E a distance of 482.39 feet to a point;
4. N 89° 12' 26" E a distance of 160.85 feet to a point;
5. S 63° 19' 04" E a distance of 176.21 feet to a point;
6. S 81° 31' 29" 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



ORDINANCE NO. 20-016

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT A 0.51 ACRE PARCEL OF LAND FROM ROCKFORD HOMES, INC. AND DEDICATING SUCH LAND AS RIGHT OF WAY FOR PUBLIC USE AND ACCEPTING SUCH IMPROVEMENTS TO BE KNOWN AS CORMORANT WAY.

WHEREAS, Council approved Ordinance 18-049 which was a settlement agreement of claims between Rockford Homes, Inc. and the City of Canal Winchester; and

WHEREAS, a condition of the settlement agreement was that Rockford Homes, Inc. would dedicate the existing improvements of Cormorant Way and the City would accept the dedication of these improvements in their current condition;

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

Section 1. That Council does hereby accept a 0.51 acre parcel of land described in Exhibit A and depicted in Exhibit B as right of way for public use and accept such as improvements to be known as Cormorant Way.

Section 2. That Council hereby authorizes and directs the Law Director to record and appropriate General Warranty Deed from Rockford Homes, Inc., evidencing the acceptance of the parcel and the right-of-way dedicated as authorized herein.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL 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

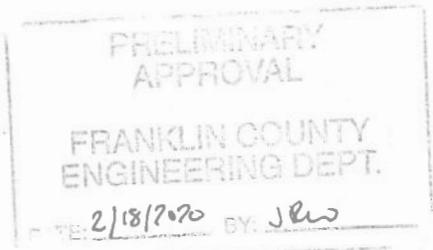


Exhibit A

PENDING DEED

0.510 ACRE

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 25, Township 11, Range 21, Congress Lands, being all of the remainder of that 19.150 acre tract of land conveyed to Rockford Homes, Inc. by deed of record in Instrument Number 200210090253068 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the southeasterly corner of that 8.603 acre tract conveyed to Three Fountains CW LLC by deed of record in Instrument Number 201912300174635, the southwesterly corner of Lot 727 of the subdivision entitled "The Villages at Westchester Section 10 Part 2", of record in Plat Book 125, Page 8, at the northwesterly terminus of the right of way of Cormorant Way (variable width, Plat Book 125, Page 8);

Thence with the boundary of said subdivision the following courses and distances:

South 00° 05' 12" East, a distance of 47.50 feet to an iron pin set;

South 88° 17' 46" East, a distance of 52.99 feet to an iron pin set; and

South 00° 05' 12" East, a distance of 12.53 feet to an iron pin set at the northwesterly corner of that 25.455 acre tract conveyed to Grand Communities, Ltd. by deed of record in Instrument Number 201706280088119, the northeasterly corner of the condominium entitled "Eagle Ridge Condominium Second Amendment", of record in Condominium Plat Book 146, Page 66 and Instrument Number 200504070064972;

Thence North 88° 17' 46" West, with the northerly line of said "Eagle Ridge Condominium Second Amendment" and the northerly line of "Eagle Ridge Condominium First Amendment", of record in Condominium Plat Book 127, Page 22 and Instrument Number 200402240039347, a distance of 412.96 feet to an iron pin set at the southeasterly terminus of the right of way of Cormorant Drive (60' wide, Plat Book 90, Page 54);

Thence North 01° 42' 15" East, with the easterly terminus of the right of way of Cormorant Drive, a distance of 60.00 feet to an iron pin set at the southeasterly corner of that 2.117 acre tract conveyed to Canini Properties Ltd. by deed of record in Instrument Number 200509090187284, the southwesterly corner of said 8.603 acre tract;

Thence South 88° 17' 46" East, with the southerly line of said 8.603 acre tract, a distance of 358.09 feet the POINT OF BEGINNING, containing 0.510 acre of land, more or less.

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

The bearings shown hereon are based on the same meridian as the subdivision entitled "The Villages at Westchester Section 6", of record in Plat Book 90, Page 54, Recorder's Office, Franklin County, Ohio, showing a bearing of South 88° 03' 40" East for the centerline of Groveport Road.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.



EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

14 FEB 20

Matthew A. Kirk
Professional Surveyor No. 7865

Date



Evans, Mechwart, Hambleton & Tillon, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

SURVEY OF ACREAGE PARCEL

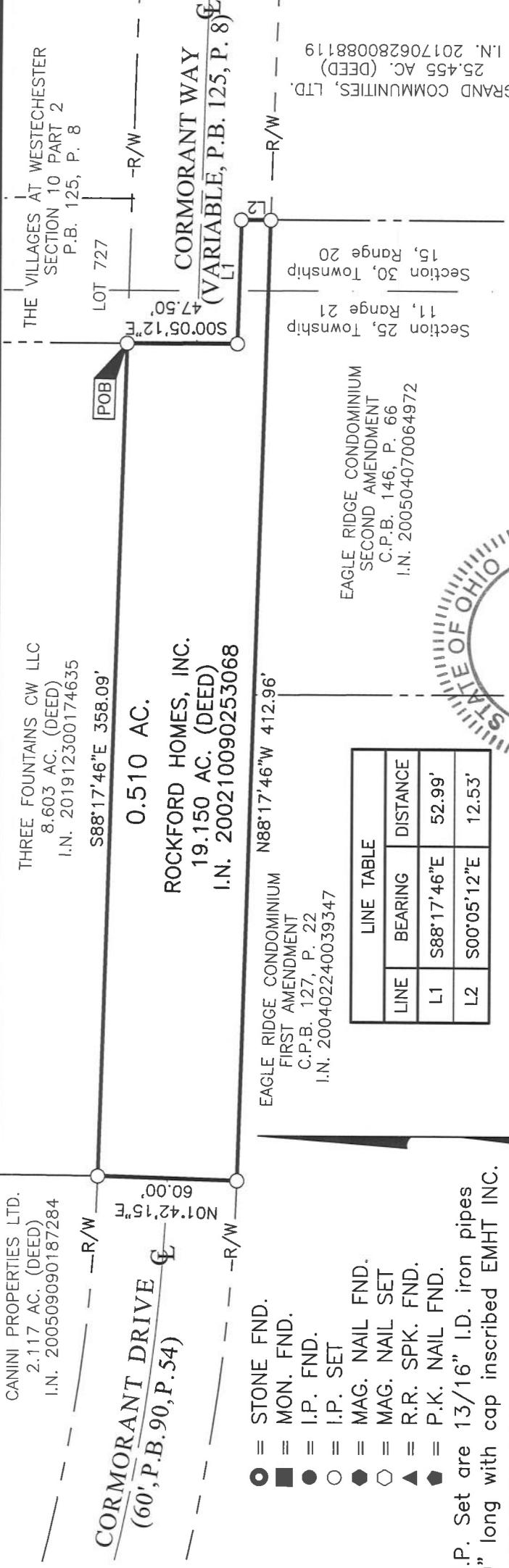
SECTION 25, TOWNSHIP 11, RANGE 21
 CONGRESS LANDS

CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

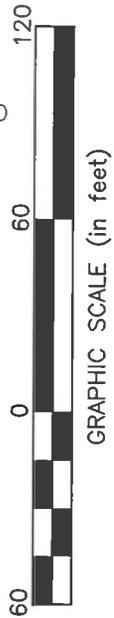
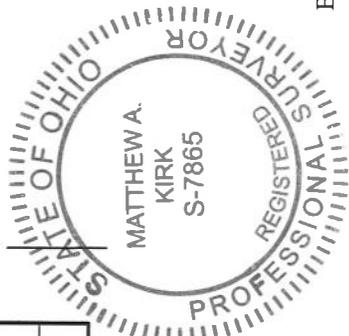
Date: February 14, 2020

Scale: 1" = 60'

Job No: 2019-1289



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°17'46"E	52.99'
L2	S00°05'12"E	12.53'



By Matthew A. Kirk Date 14 Feb 20
 Matthew A. Kirk
 Professional Surveyor No. 7865

I.P. Set are 13/16" I.D. iron pipes
 30" long with cap inscribed EMHT INC.

BASIS OF BEARINGS:

The bearings shown hereon are based on the same meridian as the subdivision entitled "The Villages at Westchester Section 6", of record in Plat Book 90, Page 54, Recorder's Office, Franklin County, Ohio, showing a bearing of South 88° 03' 40" East for the centerline of Groveport Road.

SURVEY NOTE:

This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

ORDINANCE NO. 20-017

AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A DEPOSITORY AGREEMENT WITH PARK NATIONAL BANK FOR THE DEPOSIT OF PUBLIC FUNDS

WHEREAS, the city is desirous of investing the interim funds of the city; and

WHEREAS, it is necessary to retain banking services for such investments;

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

SECTION 1. That the Mayor and Finance Director be, and hereby are, authorized to enter into An Agreement for Deposit of Public Funds Ohio with Park National Bank, for the period of January 1, 2020 to December 31, 2024, as detailed in Exhibit "A" attached and incorporated herein by reference.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

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

CLERK OF COUNCIL

Agreement for Deposit of Public Funds

This **Agreement for Deposit of Public Funds** (this “Agreement”) is made as of the date executed by and between **Park National Bank**, a national banking association (the “Financial Institution”), and **City of Canal Winchester** (the “Customer”).

WITNESSETH:

WHEREAS, capitalized terms used herein but not otherwise defined herein shall have the meanings set forth on the Addendum with respect to the State in which the Customer is located;

WHEREAS, the Financial Institution has proposed to the Customer that the Financial Institution will accept for deposit and safekeeping deposits for the Customer and provide certain other services;

WHEREAS, the Financial Institution has provided the Customer with access to the Financial Institution's balance sheet information as of the date of the latest report filed by the Financial Institution with the Office of the Comptroller of the Currency; and

WHEREAS, pursuant to the Applicable Statute and in accordance with the rules promulgated under the Applicable Statute, such proposal requires the Financial Institution to pledge and deposit with one or more qualifying trustees, trustee custodians, escrow agents, or custody agents, as security for the repayment of all public moneys to be deposited in the Financial Institution by the Customer security of the kinds specified in the Security Provisions or any other section of the Applicable Statute specifying eligible security, as such may be amended from time to time, in a sum equal to or greater than the minimum amount of security required by the State Official pursuant to the Applicable Statute and the rules promulgated under the Applicable Statute, as such may be amended from time to time;

NOW, THEREFORE, in consideration of the services to be provided by the Financial Institution, including the retention and safekeeping of deposits of the Customer, and the Customer's new or continued award of deposits with the Financial Institution, the Customer and the Financial Institution agree as follows:

1. Eligibility to Receive Funds. The Financial Institution represents that it is eligible to receive public funds pursuant to the Applicable Statute. This agreement is subject to the Applicable Statute, all amendments or supplements thereto, and all rules promulgated and policies adopted pursuant thereto, as well as all other applicable laws and regulations.

2. Deposits Awarded and Accepted. The Customer awards to the Financial Institution, and the Financial Institution accepts, all deposits of the Customer. The Customer and the Financial Institution agree that the services may be changed by agreement of the Customer and the Financial Institution from time to time. Such agreement will be evidenced by delivery of written notice of such proposed changes from the Financial Institution to the Customer and failure of the Customer to deliver to the Financial Institution within 30 calendar days after delivery of such notice written objection of the Customer to such changes. The Customer acknowledges having received a copy of the terms and conditions of the accounts into which the Customer's funds will be deposited (the “Accounts”) and agrees that the Account terms and conditions are incorporated herein by reference. To the extent the Account terms and conditions are inconsistent with the express terms of this Agreement, this Agreement will control.

3. Limit on Amount of Deposits. The acceptance by the Financial Institution of the amount of active, interim and inactive deposits of the Customer for which the Financial Institution has applied will not cause the total of all public deposits held by the Financial Institution to exceed any limit provided in the Applicable Statute or rules promulgated thereunder.

4. Collateral. The Financial Institution and the Customer agree that the Financial Institution will pledge to the State Official and deposit with one or more trustees, trustee custodians, escrow agents, or custody agents qualified under the Applicable Statute and designated by the Financial Institution, for the benefit of the Customer and all other public depositors whose money has been deposited with the Financial Institution, eligible securities. Notwithstanding the foregoing, if the charter of the Customer requires a pledge of specific collateral for the benefit of the Customer or applicable federal law designates the pledging of specific collateral for the Customer, the Customer and the Financial Institution will make a good faith effort to submit necessary documents with the State Official to apply for and establish a specific pledge account within the Collateral Program as defined by each State. The Financial Institution and the Customer will comply in all material respects with their respective duties and obligations under the Applicable Statute, the rules promulgated by the State Official pursuant to the Applicable Statute, and the terms, conditions, policies and other requirements of the State Official pursuant to the Collateral Program, as such laws, rules, terms, conditions, policies and other requirements may be amended from time to time. The terms and conditions of this Agreement are subject to the terms and conditions of any agreement or agreements by and between the Financial Institution and the State Official relating to the Accounts, which agreement or agreements are incorporated herein by reference.

5. Amount of Collateral. The Customer consents to the pledging of collateral by the Financial Institution, in the discretion of the Financial Institution and without further consent from the Customer, equal to any minimum amount required by the State Official, as such amount may be changed from time to time, pursuant to such laws and rules and policies of the State Official promulgated or adopted pursuant to such laws.

6. Trustee. The Customer agrees that the Financial Institution may, in its sole discretion, select one or more trustees, trustee custodians, escrow agents, or custodial agents qualified under the Applicable Statute to hold collateral for all deposits of public fund depositors held by the Financial Institution, including but not limited to those deposits made by the Customer.

7. Expenses. Each of the Customer and the Financial Institution will be responsible for and assume its respective expenses incurred as a result of compliance with and participation in the Collateral Program and any successor program pursuant to the provisions of the Applicable Statute.

8. Termination of Participation in the Collateral Program. Nothing set forth in this Agreement will require the Financial Institution to continue to participate in the Collateral Program. If for any reason the Financial Institution is no longer eligible to participate in the Collateral Program or chooses to opt out of such participation, the Financial Institution will promptly provide the Customer a notice of such event. Upon receipt of such notice, the Customer will provide notice to the Financial Institution within 30 calendar days whether the Customer will withdraw all of its deposits from the Financial Institution or maintain the Customer's deposits at the Financial Institution. If the Customer does not provide such notice to the Financial Institution within the time frame set forth above whether it intends to remove its deposits, the Customer will be deemed to have agreed to maintain its deposits at the Financial Institution, and the Financial Institution will pledge collateral for the deposits of the Customer held by the Financial Institution pursuant to the requirements applicable to pledging of collateral set forth in the Applicable Statute and in accordance with other applicable laws and regulations. The Financial Institution has no further obligation to the Customer with respect to the Financial Institution's termination of participation in the Collateral Program.

9. Change in Laws. The Financial Institution and the Customer agree that if any state or federal laws, rules, or regulations are changed or amended during the term of the Financial Institution's designation as a public depository, and the change of laws, rules, or regulations causes this Agreement to become unlawful, in whole or in part, then this Agreement will be limited so as not to extend beyond the date when such change becomes effective.

10. Customer Privacy. The Customer consents to the Financial Institution's provision to the State Official of information supplied by the Customer to the Financial Institution, as may be required by the State Official or applicable laws, rules, and policies in connection with the Accounts. The Financial Institution will not be liable to the Customer for, as a result of, or in connection with the provision of such information to the State Official nor any disclosure of such information by the State Official to any other person.

11. Notices. Any notice or demand required or permitted under this Agreement from the Customer to the Financial Institution must be in writing, shall be sent by United States certified or registered mail, return receipt requested, or by courier, hand delivery, or overnight delivery, with all postage and charges prepaid, shall be deemed effective on the date it is actually received by the Bank, and shall be addressed to the Bank, Attention Commercial Cash Management, located at 51 North Third Street, Suite 502, Newark, Ohio 43055. Unless otherwise required by Applicable Statute, the Customer agrees that communications from the Financial Institution may be sent electronically to the email address on file in the Financial Institution's records or in writing by regular U.S. mail, courier, hand delivery, or overnight delivery at the address on file in the Financial Institution's records.

12. Governing Law and Venue. The internal laws of the State of Ohio will govern the interpretation, construction, and enforcement of this Agreement and all transactions and agreements contemplated by the Agreement, notwithstanding any state's choice of law rules to the contrary, except to the extent federal law or the laws of the State in which the Customer is located governs. The parties agree that the sole and exclusive venue for any legal action arising out of, in connection with, or relating to this Agreement and/or the transactions and relationships between the parties contemplated by this Agreement, will be the federal district court for the Southern District of Ohio, Columbus Division, or any court of general jurisdiction of Licking County, Ohio. The parties consent to the jurisdiction of such courts and waive any claim of lack of personal jurisdiction, improper venue, and forum non conveniens.

13. Assignment. This Agreement may not be assigned by either party without prior written consent of the other party. Notwithstanding the foregoing, neither a merger of the Financial Institution into another financial institution, nor a sale of the Accounts to another financial institution eligible to receive public funds pursuant to the Applicable Statute, along with

an assignment of this Agreement, will be deemed to be an assignment.

14. Waivers. The waiver by either party of a breach of any provision of this Agreement by the other party or its assignee will not operate or be construed as a waiver of any subsequent breach by the breaching party. A waiver by either party will only be valid if it is in writing and signed by an authorized officer of the party making the waiver.

15. Execution and Delivery. The execution of this Agreement or any amendment to this Agreement in one or more counterparts and the delivery of copies and of scanned or photocopied signature pages by facsimile, electronic mail, or other electronic delivery will constitute effective execution and delivery of this Agreement or any amendment.

16. Agreements Superseded. With respect to the subject matter of this Agreement, to the extent that there is any inconsistency between this Agreement and any other agreement between the Customer and the Financial Institution, the terms of this Agreement supersede all previous agreements. For purposes of clarification, with respect to any previous agreement between the Financial Institution and the Customer regarding the types and maximum amount of deposits to be received by the Financial Institution from the Customer, compliance with the Applicable Statute, and participation by the Financial Institution and the Customer in the Collateral Program, this Agreement supersedes all previous oral and written agreements.

17. Contact Persons. Information regarding the Customer's contact persons with respect to this Agreement is set forth below. The Customer may designate substitute contact persons as the Customer deems necessary or appropriate. The Customer will promptly notify the Financial Institution of such substitutions and changes in contact persons and information. **Amanda Jackson** ajackson@canalwinchesterohio.gov

18. Term. The term of this Agreement is **five years**, beginning on **January 1st 2020** and ending on **December 31st 2024**. Notwithstanding the foregoing, the parties to this Agreement may agree to renew the Agreement for a new term without execution of a new agreement by execution and delivery of a writing signed by both parties or by delivery of a written notice of changed terms by the Financial Institution to the Customer to which the Customer does not deliver written notice of objection to the Financial Institution within 30 calendar days after delivery of the notice from the Financial Institution to the Customer.

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Deposit of Public Funds to be executed by their authorized officers as of the date above.

Park National Bank

Christina L Kittle	Banking Officer	Jeffrey D Guminey	Vice President
_____ Printed Name	_____ Title	_____ Printed Name	_____ Title
_____ Signature	_____ Date	_____ Signature	_____ Date

City of Canal Winchester

Amanda Jackson	Finance Director	Stacey Williams	Finance Specialist
_____ Printed Name	_____ Title	_____ Printed Name	_____ Title
_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Printed Name	_____ Title	_____ Printed Name	_____ Title
_____ Signature	_____ Date	_____ Signature	_____ Date

Addendum

The following terms set forth in the **Agreement for Deposit of Public Funds** to which this Addendum is attached shall have the following meanings for each Customer located in the State listed.

INDIANA

"Applicable Statute" shall mean Indiana Code (IC) Title 5, Article 13.

"Collateral Program" shall mean IC 5-13-13.

"Security Provisions" shall mean IC 5-13-9.5-1 and the rules promulgated thereunder.

"State Official" shall mean the State Treasurer of the State of Indiana, or such other state official designated under the Applicable Statute.

KENTUCKY

"Applicable Statute" shall mean Kentucky Revised Statute (KRS) 41.240.

"Collateral Program" shall mean KRS 41.240.

"Security Provisions" shall mean KRS 41.240(4).

"State Official" shall mean the State Treasurer of the State of Kentucky, or such other state official designated under the Applicable Statute.

NORTH CAROLINA

"Applicable Statute" shall mean North Carolina Administrative Code (NCAC) Title 20, Chapter 7.

"Collateral Program" shall mean the Pooling Method, as described in NCAC Section 20, 07.0104.

"Security Provisions" shall mean NCAC Section 20, 07.0200.

"State Official" shall mean the State Treasurer of the State of North Carolina, or such other state official designated under the Applicable Statute.

OHIO

"Applicable Statute" shall mean Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Collateral Program" shall mean the Ohio Pooled Collateral Program, as defined in Uniform Depository Act of Ohio set forth in Chapter 135 of the Ohio Revised Code.

"Security Provisions" shall mean Sections 135.18 and 135.182 of the Ohio Revised Code.

"State Official" shall mean the State Treasurer of the State of Ohio, or such other state official designated under the Applicable Statute.

SOUTH CAROLINA

"Applicable Statute" shall mean South Carolina Code of Laws (SCCL) Title 6, Chapter 5.

"Collateral Program" shall mean the Pooling Method, as described in SCCL Section 6-5-15(E)(1)(b).

"Security Provisions" shall mean SCCL Section 6-5-15(C)(2).

"State Official" shall mean the State Treasurer of the State of South Carolina, or such other state official designated under the Applicable Statute.

TENNESSEE

"Applicable Statute" shall mean Tennessee Code (TC) Title 9, Chapter 4, Part 5, known as the Collateral Pool for Public Deposits Act of 1990.

"Collateral Program" shall mean TC Title 9, Chapter 4, Part 5.

"Security Provisions" shall mean TC Section 9-4-504.

"State Official" shall mean the State Treasurer of the State of Tennessee, or such other state official designated under the Applicable Statute.

ORDINANCE NO. 20-018

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT A 1.66 ACRE PARCEL OF LAND FROM THE PAUL E. RUFF AND PAULINE A. RUFF TRUST AND DEDICATING SUCH LAND AS RIGHT OF WAY FOR PUBLIC USE AND TO DECLARE AN EMERGENCY.

WHEREAS, the Paul E. Ruff and Pauline A. Ruff Trust own a 1.66-acre parcel of land which is encumbered in whole by a highway easement for US 33; and

WHEREAS, this parcel is adjacent to the City of Canal Winchester’s corporate limits and will allow for the City to extend its corporate boundaries to this parcel and other adjacent parcels which will be of benefit to 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 Council does hereby accept a 1.66-acre parcel of land described in Exhibit A and depicted in Exhibit B as right of way for public use.

Section 2. That Council hereby authorizes and directs the Law Director to record and appropriate General Warranty Deed from The Paul E. Ruff and Pauline A. Ruff Trust, evidencing the acceptance of the parcel and the right-of-way dedicated as authorized herein.

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 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

Portion above reserved for State of Ohio Auditor, Engineer and Recorder's Offices use

GENERAL WARRANTY DEED

(R.C. § 5302.05 and 5302.06)

THE PAUL E. RUFF AND PAULINE A. RUFF TRUST (“GRANTOR”), for valuable consideration paid, grants with general warranty covenants to the **CITY OF CANAL WINCHESTER, OHIO** (“GRANTEE”), an Ohio municipal corporation, whose tax mailing address is 36 South High Street, Canal Winchester, Ohio 43110, the following **REAL PROPERTY**:

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

Being a 1.66 +/- acre parcel of land, as described with more particularity in the legal description and accompanying property card, attached hereto as Exhibits A and B and incorporated herein by reference, the premises hereby conveyed to be used for right-of-way purposes, including but not limited to streets, utilities, and multi-use paths, as should be approved by the City.

INSTRUMENT REFERENCES: INSTRUMENT NUMBER 200900019400, O.R. BOOK 1528, PAGES 1283-84, OF RECORD IN THE OFFICE OF THE RECORDER OF FAIRFIELD COUNTY, OHIO

PARCEL NUMBER: PARCEL 042-03788-00

This conveyance is made subject to and with the benefit of conditions, easements, and restrictions of record, and subject to taxes and assessments now or hereafter a lien, which taxes and assessments Grantee herein assumes and agrees to pay.

{SIGNATURE AND ACKNOWLEDGEMENT ON THE NEXT PAGE}

EXECUTED on this _____ day of _____, 2020.

GRANTOR

THE PAUL E. RUFF AND PAULINE A. RUFF TRUST

BY: _____

ITS: _____

STATE OF _____)
COUNTY OF _____) **SS:**

BE IT REMEMBERED that on this _____ day of _____, 2020, before me, the subscriber, a Notary Public in and for said County, personally came the above named PAUL E. RUFF AND PAULINE A. RUFF TRUST the _____ of Grantor in the foregoing General Warranty Deed, and acknowledged the signing of the same to be his/her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

*This Instrument Prepared By:
Frost Brown Todd, LLC
One Columbus, Suite 2300
10 West Broad Street
Columbus, Ohio 43215*

200900019400
Filed for Record in
FAIRFIELD COUNTY, OH
GENE WOODD
10-22-2009 At 11:39 am.
DEED 28.00
OR Book 1528 Page 1283 - 1284

Winchester Trace Sec 1-1

REAL ESTATE CONVEYANCE

TRANSFERRED

FEE \$ _____

OCT 22 2009

EXEMPT # T

Barbara Curtiss
AUDITOR, FAIRFIELD COUNTY, OHIO

Barbara Curtiss
County Auditor, Fairfield County, Ohio

QUIT CLAIM DEED
O.R.C. §5302.11

KNOW ALL MEN BY THESE PRESENTS That **Paul E. Ruff and Pauline A. Ruff, husband and wife**, of Fairfield County, State of Ohio, for valuable consideration paid, hereby GRANT to **Paul E. Ruff and Pauline A. Ruff, co-Trustees of The Paul E. Ruff and Pauline A. Ruff Trust** dated October 14th, 2009, whose tax-mailing address is 125 Beaty Court Canal Winchester, Ohio 43110, in the following real property:

PARCEL ONE:

Situated in the County of Fairfield in the State of Ohio and in the Village of Canal Winchester:

Being Lot No. 1 of Beaty Court Addition, as recorded in Plat Cabinet 10, Slot 115 in the office of the Recorder of Fairfield County, Ohio.

Parcel #042-03782-00

Property Address: 125 Beaty Court, Canal Winchester, OH 43130

Last Ref.: Volume 364, Page 350, Deed Records of Fairfield County, Ohio.

PARCEL TWO:

Situated in the County of Fairfield in the State of Ohio and in the Township of Violet, and now in the Village of Canal Winchester, and bounded and described as follows: Being in the Northwest Quarter of Section 29, Township 15, Range 20, Congress Lands and being a part of the premises conveyed to Oscar W. Jepsen as recorded in Deed Book 208, Page 321, Recorder's Office, Fairfield County, Ohio. More particularly bounded and described as follows:

Beginning at a cross cut in a concrete apron at the intersection of the center line of U.S. Rt. 33 with the west line of the above mentioned quartersection and Fairfield County:

Thence along the center line of U.S. Rt. 33 with a curve to the right having a radius of 4927.15 feet to a concrete monument at the end of said curve, the chord of which bears S 57° 46' 10" E. a distance of 1121.92 feet;

Thence S. 52° 20' E., continuing along the center line of U.S. Rt. 33, a distance of 139.60 feet to an iron pipe in the south line of said Jepsen lands;

Thence S. 89° 58' W. along the south line of the Jepsen lands, a distance of 1058.92 feet to an iron pipe at the southeast corner of said Jepsen lands and in the west line of said quartersection and County;

Page (2)

Thence N. 00° 03' W. along the west line of said quartersection, County and Jepsen lands, a distance of 684.31 feet to the place of beginning. Containing 8.488 acres and being subject to a highway easement for U.S. Rt. 33, which occupies 2.019 acres.

The above description prepared by Louis F. Haines, Surveyor.

EXCEPTING Beaty Court Addition as recorded in Plat Cabinet 10, Page 115. Also **EXCEPTING** a portion of Winchester Trace Section 1 as recorded in Plat Cabinet 1 Slot 93. Also **EXCEPTING** a portion of Winchester Trace Section 2, as recorded in Plat Cabinet 1, Slot 115. Leaving 1.66 acres as carried on the Auditor's Card.

Parcel # 042-03788-00 (carried on the Auditor's card as 1.66 acres)
Property Address: Beaty Court, Canal Winchester, Ohio.

Last Ref.: Volume 362, Page 139, in the Recorder's Office of Fairfield County, Ohio.

PARCEL THREE:

Situated in the County of Fairfield in the State of Ohio and in the Village of Canal Winchester:

Being Lot Number One (1) of WINCHESTER TRACE SECTION 1, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 1, Slot 93, Recorder's Office, Fairfield County, Ohio.

Parcel # 042-03789-00, Property Address: 164 Kramer Street, Canal Winchester, Ohio.

Last Ref.: Volume 592, Page 773, Deed Records of Fairfield County, Ohio.

This instrument is executed and delivered by the grantor(s) and accepted by the grantee(s) subject to the same conditions and restrictions contained in former instruments of record concerning said premises and subject to all easements, leases, rights of way of record and legal highways.

Paul E. Ruff and Pauline A. Ruff, Grantors, release all rights of dower to the real estate being conveyed herein.

Signed this 14th day of October, 2009.

Paul E. Ruff
Paul E. Ruff

Pauline A. Ruff
Pauline A. Ruff

State of Ohio, County of Fairfield, ss:

Before me, a notary public, in and for said County and State, personally appeared the above named **Paul E. Ruff and Pauline A. Ruff, husband and wife**, who acknowledged the signing of the foregoing instrument and that the same is by free act and deed.

14 In Testimony Whereof, I have hereunto set my hand and official seal, at Lancaster, Ohio, this day of October, 2009.



CRAIG M. VANDERVOORT
Notary Public, State of Ohio
Lifetime Commission as Attorney

Craig M. Vandervoort
Notary Public

Prepared by Stetson & Vandervoort Ltd
123 S. Broad St., Suite 211
Lancaster, Ohio 43130

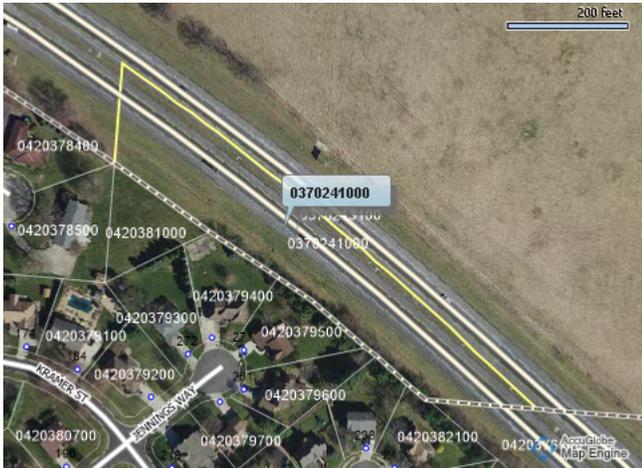
DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY, FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.
BY AB DATE 10/20/09
042-03782.00
042-03788.00
042-03789.00

Property Record Card (Fairfield County, Ohio)

Parcel: 0370241000 Card: 0

Owner RUFF PAUL E & PAULINE A CO TRUSTEES PAUL E & PAULINE A RUFF TRT DTD 10-14-09
Address 0 BEATY CT
Land Use (501) R - RESIDENTIAL, 0-9.999 AC
Class RESIDENTIAL
Legal Description R 20 T 15 S 29 NW ROW

MAP



LAND

Desc.	Front	Depth	Acreage	SqFt	Value
RIGHT OF WAY	0	0	1.66	N/A	\$0

VALUATION

	Appraised	Assessed
Land Value	\$0	\$0
Building Value	\$0	\$0
Total Value	\$0	\$0
CAUV Value		\$0
Taxable Value		\$0

PERMITS

SALES

Date	Buyer	Seller	Price	Validity
10/22/2009	RUFF PAUL E & PAULINE A CO TRUSTEES	RUFF PAUL E	\$0.00	1 - MULTI-PARCEL

ORDINANCE NO. 20-019

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH JAMES N. STEVENSON FOR A 30 +/- ACRE TRACT OF LAND ON PARKVIEW DRIVE AND DECLARING AN EMERGENCY

WHEREAS, James N. Stevenson desires to lease a 30+/- acre parcel of land owned by the City for agricultural purposes; and

WHEREAS, the City hereby finds and determines that the 30 +/- acre tract of land on Parkview Drive is not immediately required by the City for its purposes, and the lease of such land to the James N. Stevenson will promote the welfare of the residents of the City, and

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

Section 1. That the Mayor be and hereby is authorized and directed to lease the 30 +/- acre tract of land to James N. Stevenson as agreed to in a lease agreement substantially similar to Exhibit A which is attached hereto and made part hereof.

Section 2. 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-TREASURER

Lease

This lease is made and entered into this day of April, 2020 between the CITY OF CANAL WINCHESTER, OHIO, an Ohio municipal corporation, (hereinafter "Lessor"), located at 36 South High Street, Canal Winchester, Ohio and JAMES N. STEVENSON, (hereinafter "Lessee"), of 7514 Braun Road, Groveport, Ohio.

Background

- A. Lessor owns or controls a certain plot, parcel or tract of land of 75.637+/- acres, together with all rights and privileges arising in connection therewith, located on Groveport Road, Madison Township, Franklin County, Ohio and more fully identified in paragraph 3 ("Premises").
- B. Lessor desires to lease to Lessor and Lessee desires to lease from Lessor the Premises on the terms and conditions set forth herein.

Statement of Agreement

1. **PREMISES.** Lessor agrees to lease to Lessee a 30.00 ± acre portion of the 75.637 acre tract of real estate located in Madison Township, Franklin County, Ohio known as parcel number 184-003184-00 as generally depicted on the map attached hereto as Exhibit "A" and incorporated herein by reference.
2. **TERM.** The term of this lease shall be for a period of three years commencing on April 8, 2020 and ceasing on April 7, 2023.
3. **LEASE PAYMENTS.** Lessee will pay to Lessor One Hundred Twenty-Five Dollars and Zero Cents (\$125.00) per acre rent for the use and occupancy of the premises, or an annual sum of Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750). Payments shall be due in two annual installments of One Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$1,875) with the first payment due on or before May 1st and the second payment due on or before November 1st of each year of the lease term.
4. **POSSESSION.** Lessee shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to the Lessor on the last day of the term of this Lease, unless otherwise agreed to by both parties in writing. At the expiration of the term, Lessee shall remove its goods and effects and peaceably yield up the Premises,

including improvements, to Lessor as in as good condition as when delivered to Lessor, ordinary wear and tear excepted.

5. **NO PARTNERSHIP.** Nothing in this lease shall create a partnership, joint venture, employment or any other relationship between Lessor and Lessee, than that of landlord and tenant. Neither party shall be liable, except as otherwise expressly provided herein, for the other party's obligations or liabilities. Lessee shall indemnify and hold Lessor and his property, including the Premises, free and harmless from all obligations and liabilities incurred by Lessee in conducting farming on the Premises, whether under this lease or otherwise.

6. **USE OF PREMISES/ABSENCES.** The Premises shall be used for the purpose of planting, growing, and harvesting of crops. The Premises shall not be used for any other purpose without Lessor's prior written consent. Lessee shall carry on all the activities specified above in accordance with good husbandry and the best practices of the farming community in which the leased premises are situated. Lessee shall, at Lessee's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county, or municipal governments which may in any way apply to the use, maintenance, operations, or production of crops on the leased premises, or the sale or disposition of those crops. Lessee agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments that will have a residual effect beyond the term of this lease except with the prior written consent of the Lessor.

7. **DISEASE OR BLIGHT.** If any disease or blight of any character appears on the Premises or in or on any crop growing or grown on the Premises, Lessee shall, at his expense:
 - (a) Employ the best known methods for eradicating such disease or blight; and
 - (b) Consult with and follow the advice of all experts on the subject recommended by or approved by Lessor, who have offices or reside within fifty miles of the Premises.

8. **INSURANCE.** Lessee shall obtain and maintain in effect a public liability insurance policy naming Lessor as an additional named insured with policy limits of not less than one million dollars (\$1,000,000.00) per person, per injury, which policy shall provide that (i) Lessor is an additional named insured; and (ii) prior to termination of

such policy, at least ninety (90) days advanced written notice shall be given to Lessor.

9. **MAINTENANCE, TIMBER.** Lessee agrees to maintain the premises in a neat and orderly manner and to comply with all regulations, rules, ordinances and requirements of all applicable governmental authorities. All non-tillable areas are to be mowed and Lessee shall also make repairs to drainage tiles and open ditches when necessary. Lessee will not cut any standing timber on the premises. Fallen trees may be removed by Lessee. Lessee will not make any alteration or additions on or to the premises without the prior written consent of Lessor.

10. **ASSIGNMENT.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any purported assignment without the express written consent of the other is void.

11. **INDEMNIFICATION.** Lessee will indemnify and hold Lessor harmless from and against any and all claim, loss, injury (including death) or damage to persons or property caused by, or sustained in connection with, the terms of this Agreement, or out of any act of Lessee, Lessee's employees, agents, invitees or licensees, or based on a violation of statute, ordinance, and the defense of any such claims or actions, including reasonable attorney fees and costs.

12. **ACCESS TO PREMISES.** Lessor shall have the right to access to the property at all reasonable times, without notice, to make inspections, provide necessary services, show the property to prospective buyers or for any other reasonable purpose as determined by the Lessor's sole discretion.

13. **DANGEROUS MATERIALS.** Lessee shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Lessor is obtained and proof of adequate insurance protection is provided by Lessee to Lessor.

14. **RIGHT OF FIRST REFUSAL.** If any time during the term of this lease, Lessor shall receive a bona fide offer to purchase the leased property, it shall furnish to Lessee a true and correct copy of the proposed agreement which the offeror is ready, willing, and able to sign and notify Lessee that Lessor is reading, willing and able to sign it. Lessee may, by giving notice to Lessor within 30 days after Lessee's receipt of the proposed purchase agreement, purchase the property, upon the terms, covenants, and conditions set forth therein. If the Lessee does not elect within the 30-day period, Lessor may enter into the proposed purchase agreement with the offeror. If the proposed agreement with the offeror is not consummated, Lessee's right to first refusal shall remain in effect.
15. **TERMINATION UPON SALE OF PREMISES.** Lessor may terminate this lease upon sixty (60) days written notice to Lessee that the Premises have been sold. Should the property be sold to anyone other than the Lessee, Lessee will be given reasonable opportunity and allowance to complete the current growing season and harvest any crops thereon.
16. **DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are damaged or destroyed by fire or other casualty to the extent that the farmland is substantially impaired, Lessor, in its sole discretion may elect to repair the Premises or terminate the Lease upon thirty (30) days written notice to Lessee. If the Premises are condemned or cannot be repaired, this Lease will terminate upon twenty (20) days written notice by either party.
17. **DEFAULTS.** After written notice of default provided by Lessor to Lessee, if Lessee fails to cure any financial obligation within five (5) days (or any other obligation within ten (10) days), Lessor may elect to cure such default and the cost of such action shall be added to Lessee's financial obligations under this Lease. All sums of money or charges required to be paid by Lessee under this Lease shall be additional rent, whether or not such sums or charges designated as "additional rent." If the fixed rent should at any time be in arrears and unpaid, and without any demand being made therefore, or if Lessee shall abandon or vacate the premises during the term or any extension thereof, or should fail to keep and perform any of the covenants and agreement of this Lease on Lessee's part to be kept and performed, Lessor, its successors and assigns, may enter upon the premises and have, repossess and enjoy the same as if this Lease had not been made, and thereupon this Lease and everything herein contained on the part of the Lessor to be done and performed shall be done and performed shall cease, determine and be utterly void; without

prejudice, however, to the right of Lessor to recover from Lessee all rent due up to the time of such entry. The commencement of a proceeding or suit in forcible entry and detainer or ejectment, or otherwise, after any default by Lessee, shall be equivalent in every respect to actual entry by Lessor. In the case of any such default and entry by Lessor, all improvements made and placed upon the premises by Lessee shall be left on the premises and become, including any crops, the property of the Lessor. The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

18. **HOLDOVER.** If Lessee maintains possession of the Premises for any period after the termination of this Lease (“Holdover Period”), Lessee shall pay to Lessor lease payment(s) during the Holdover Period at a rate equal to 150% of the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

19. **NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received after the third day of posting:

LESSOR:

The City of Canal Winchester
ATTN: Mayor Michael Ebert
36 South High Street
Canal Winchester, Ohio 43110

LESSEE:

James N. Stevenson
7514 Braun Road
Groveport, Ohio 43125

23. **GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Ohio.

24. **ENTIRE AGREEMENT/AMENDMENT.** This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

25. **SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would be become invalid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26. **WAIVER.** The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease on the date set forth above.

Signed and acknowledged

In the presence of:

Lessor:

THE CITY OF CANAL WINCHESTER,
An Ohio municipal corporation

Witness

By: Michael Ebert, Mayor

Printed Name

Lessee:

Witness

James N. Stevenson

Printed Name



Exhibit A



ORDINANCE NO. 20-020

AN ORDINANCE TO AUTHORIZE THE MAYOR TO CONVEY A TRACT OF LAND CONSISTING OF APPROXIMATELY +/- 0.63 ACRES ON WEST WATERLOO STREET TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO WATERLOO INVESTMENT, L.L.C., PURSUANT TO AN AGREEMENT FOR PURCHASE OF REAL ESTATE AND DECLARING AN EMERGENCY

WHEREAS, Waterloo Investment, L.L.C. desires to acquire approximately 0.63 acres of land which is owned by the City of Canal Winchester pursuant to an agreement for purchase of real estate for construction of new facilities; and

WHEREAS, the City has obtained a fee simple absolute interest in said land, thereby extinguishing the easement for highway purposes previously assigned to the City of Canal Winchester; and

WHEREAS, such transfer is authorized and permitted by the Charter and Ordinances of the City of Canal Winchester and pursuant to Chapters 1724 and 1761 of the Ohio Revised Code.

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

Section 1. That the Mayor be and hereby is authorized and directed to execute an agreement by and among the Canal Winchester Industry and Commerce Corporation and Waterloo Investment, L.L.C. for the sale of the 0.63 acres of land on West Waterloo Street, in a form substantially similar to the document attached as Exhibit A, as well as a suitable deed of conveyance to convey to the Canal Winchester Industry and Commerce Corporation the approximately 0.63 acres of land, and any further instruments necessary to provide for performance of said agreement.

Section 2. That upon closing of the sale and conveyance of the 0.63 acres of land, any remaining public rights in such land conveyed are extinguished.

Section 3. The City hereby finds and determines that the approximately 0.63 acres of land on West Waterloo Street is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, provide additional opportunities for their gainful employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City.

Section 4. This conveyance is hereby authorized without advertisement and receipt of bids, and any generally applicable ordinance or resolution to the contrary is waived for purposes of the agreement and conveyance authorized by this Ordinance.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of an agreement for purchase of real estate and the need to immediately begin preparations for the transfer of the land.

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

AGREEMENT FOR PURCHASE OF REAL ESTATE

This Agreement for Purchase of Real Estate (the "Agreement") is entered into by and between the City of Canal Winchester, Ohio, an Ohio municipal corporation, (the "Owner"), Canal Winchester Industry and Commerce Corporation, an Ohio community improvement corporation (the "Seller") and Waterloo Investment, LLC, a Michigan limited liability company (the "Buyer"), who hereby agrees as follows:

Section 1. Purchase and Sale. On the terms and subject to the conditions hereinafter set forth, Seller shall sell and convey to Buyer, or an entity hereafter formed by Buyer to which this Agreement is assigned pursuant to Section 17, and Buyer or such entity shall purchase approximately 0.63 acres of real property (hereinafter the "Property"), more particularly described/depicted on the attached **Exhibit A**, together with all improvements thereon and appurtenances thereto, situated in the City of Canal Winchester, Franklin County, Ohio, which is currently a right-of-way which abuts and is located directly North of the real property described in **Exhibit B** attached hereto and incorporated herein. When the Survey and metes and bounds legal description of the Property is prepared pursuant to Section 9 hereof, said Survey and legal description shall thereafter replace the attached **Exhibit A** to this Agreement as the more specific description of the Property. Seller shall vacate or abandon any right-of-way affecting the Property excluding all existing easements of record and the Reserved Utility Easement described in Section 22 below.

Section 2. Purchase Price and Terms of Payment. The total purchase price for the Property shall be Thirty Thousand Dollars (\$30,000.00) (the "Purchase Price"). At the Closing, Buyer shall pay Seller the Purchase Price (adjusted by all prorations, credits, allowances and other adjustment specifically provided for herein) in cash, bank cashier's check, Title Company's trust account check, or wire transfer.

Section 3. Closing. The closing of the transaction (the "Closing") shall be held on such date, at such time and place during regular business hours as Buyer may reasonably designate, provided that the Closing shall in all events be held on or before a date fifteen (15) days after the waiver or satisfaction in writing of the last of Buyer's contingencies under Section 13 hereof to be waived or satisfied, provided that Closing may be delayed so that Buyer can coordinate a simultaneous closing with the closing of the acquisition of the Waterloo Parcel as set forth in Section 13 hereunder. Owner will transfer title of the Property to Seller free and clear of liens and encumbrances prior to Closing and provide any affidavits required by the Title Company to issue the required title insurance policy to the Buyer.

Section 4. Possession. Buyer (or its assignees and designees) shall be entitled to exclusive possession of the Property at and after the Closing, free and clear of all tenancies and parties in possession, except for any presently installed utilities located within the Property. At all times after the date of this Agreement, Buyer, its representatives and any person or entity engaged by Buyer, shall have the right to enter upon the Property for purposes of making surveys, soil tests, engineering studies, and examinations relating to Buyer's anticipated use of the Property. Any damage to the Property resulting from Buyer's inspections of the Property shall be paid for by Buyer. Within fifteen (15) days after the date of this Agreement, Seller shall provide to Buyer, at no cost to Buyer, copies of all hazardous waste or environmental audits, studies or other tests, surveys, soil tests, utility studies, governmental or deed restrictions, sign agreements, zoning information and other data in possession or control of Seller, with respect to the Property.

Section 5. Deed. At the Closing, Seller shall convey the Property to Buyer or its assignee(s) in the same condition as on the date of this Agreement, by transferable and recordable general warranty deed (the "Deed"), with release of dower, if any, granting and warranting good and marketable fee-simple title to the Property, free and clear of all liens, encumbrances, restrictions, conditions, easements, encroachments, and other defects, except those described in Section 7 hereof. All subdivision and other approvals required from any governmental authority to permit any such deed to be recorded shall be obtained by Seller at its expense and stamped on the deed prior to Closing. Seller shall pay all state and local excise or documentary taxes imposed upon any deed and any transfer or conveyance fees or taxes and stamp taxes or expenses relating to the conveyance.

Section 6. Other Closing Documents. In addition to the Deed, at the Closing, Seller shall deliver to Buyer (a) a closing statement showing the Purchase Price and all charges or credits to Buyer or Seller provided for herein, (b) all consents, affidavits or other documents required by the Title Company to issue the title insurance policy required by Section 7 hereof, (c) authorizations of any Seller requiring authority to sell the Property, (d) the easements, if any, described in Section 10 hereof, (e) an affidavit that Seller is not a non-resident "alien", "foreign corporation", "foreign partnership", "foreign trust", or "foreign estate" within the meaning of the Internal Revenue Code and Regulations thereunder, and (f) any other documents required to be delivered by Seller under this Agreement which have not been delivered to Buyer prior to the date of such Closing.

Section 7. Evidence of Title. Buyer shall obtain a title insurance commitment for an owner's policy of title insurance without standard exceptions (the "Title Commitment") covering the Property and appurtenant easements, if any, in a face amount equal to the total Purchase Price for the Property issued by First American Title Insurance Company, 300 E. Long Lake Road, Suite 300, Bloomfield Hills, Michigan 48304, attention: Patty Meadows-Smith, Senior Account Executive at (248) 540-4102, pattymeadows@firstam.com, or one of its agents located in the State of Ohio (the "Title Company"). At Closing, Seller shall pay the costs and fees associated with title evidence (including search fees, commitment costs, policy premium and any cost to cure title associated with said title work, but excluding the cost for any endorsements requested by Buyer or Buyer's lender). Such Title Commitment shall show in Owner good and marketable fee-simple title to the Property, free and clear of all liens (including mechanic's or similar type liens or the right to obtain same), encumbrances, restrictions, conditions, easements, encroachments and other defects, except real estate taxes and assessments not then due and payable, legal highways and applicable zoning and building laws, ordinances and regulations. All "printed" exceptions relating to parties in possession, mechanics' and materialmen's liens, and matters which would be shown by a survey of the Property shall be deleted from the title commitment and policy. If such Title Commitment or the Survey described in Section 9 hereof discloses any lien, encumbrance, restriction, condition, easement, encroachment or other defect, except those noted above, which in the opinion of Buyer adversely affects Buyer's anticipated use or financing of the Property, then Buyer shall notify Seller in writing of its objections (the "Title Objections"). If Seller is unwilling or unable to remedy or cure Buyer's Title Objections to the satisfaction of Buyer within thirty (30) days after notice thereof from Buyer, then Buyer shall have the right to either (a) terminate this Agreement and receive a refund of the Deposit; or (b) waive its objections in writing and proceed with the transaction. At the Closing, Seller shall deliver to Buyer a Seller's affidavit with respect to off-record title and other matters requested by the Title Company. In the event that Buyer desires to obtain any mortgagee's title policy, Buyer shall pay the cost thereof and Seller shall cooperate with Buyer to enable Buyer to realize any simultaneous issue credit which may be available to Buyer in connection with such mortgagee's policy.

Section 8. Taxes, Assessments and Highway Access Charges. All real estate and ad valorem taxes on the Property for the calendar year in which the closing occurs shall be prorated between Seller and Buyer to the date of the Closing, and all real estate and ad valorem taxes on the Property for any prior calendar years, including penalties and interest, shall be paid in full by Seller. Seller shall pay any and all assessments, charges and special taxes which are a lien on the Property at the date of the Closing or which are attributable to improvements that have theretofore been completed. Seller shall pay or credit against the Purchase Price all agricultural recoupments relating the Property through the year of the Closing for the Property whether or not due on the day of the Closing, assuming an immediate conversion of the Property from agricultural use on the day of Closing. For purposes of this Agreement, any tax rates and property valuations that are not determined at the time of the Closing for the Property shall be deemed to be the same as the last determined tax rates and property valuations, whether or not officially certified to the appropriate County officials, and shall be prorated based upon a 365-day year. If Buyer so elects, any taxes and assessments that are to be prorated to or paid by Seller under this Section 8 shall instead be credited upon the Purchase Price at Closing, and Buyer shall then take title to the Property subject to the lien of such taxes and assessments.

Section 9. Survey. Within thirty (30) days of execution of this Agreement, Seller shall obtain and distribute to Buyer, at Seller's expense, an ALTA boundary survey certified to the Buyer and Title Company showing the Property (the "Survey") and legal descriptions for the Property and any easements described in Section 10 hereof, prepared by a surveyor duly licensed or registered in the State of Ohio. Seller shall promptly provide Buyer with contact information for the surveyor it has selected so that the Buyer may engage such surveyor to survey the adjoining property described in Exhibit B simultaneously. The legal description by said surveyor shall be the legal description used in the Deed referred to in Section 5 hereof. If the Property cannot be conveyed until a platting, subdivision, vacation, abandonment or similar procedure has been completed, such platting, subdivision, vacation, abandonment or similar procedure shall be performed by Seller at its sole cost and expense.

Section 10. Easements. The Property shall remain subject to easements for all existing utilities located upon or under the Property as well as the Reserved Utility Easement to be located upon the Property pursuant to the mutual agreement of the Buyer and Seller in accordance with Section 22 below.

Section 11. Care of the Property. From the date of this Agreement until the Closing, Seller shall, at its sole expense, comply with all notices of violations of any state, federal or local law, ordinance, or regulation affecting the Property of which it receives notice. At or prior to Closing, Seller shall pay for all material, labor and services rendered with respect to the Property prior to such date (other than material, labor or services obtained by Buyer in connection with its investigations under Section 4). Seller's obligations under this Section 11 shall include execution and/or delivery of all releases, waivers, receipts, indemnities, affidavits or other documents reasonably required by Buyer or the Title Company.

Section 12. Damage to or Destruction of the Property. In the event that all or a substantial part of the Property shall be damaged, destroyed or taken (by eminent domain or otherwise) prior to Closing, Buyer shall have the right, at its election, to either (a) terminate this Agreement without liability on its part and receive a refund of the Deposit, or (b) proceed with this transaction, in which event, Buyer shall be entitled to all insurance proceeds or condemnation awards payable to Seller as a result of such damage, destruction, or taking. Buyer shall notify Seller of its election within thirty (30) days after Buyer's receipt from Seller of notice of (i) the existence of such damage, destruction, or taking, and (ii) the amount of insurance proceeds or condemnation awards available for same.

Section 13. Contingencies. Buyer's obligation to purchase the Property and Seller's obligation to sell the Property shall be contingent upon the following: (a) formal approval of this Agreement and the sale of the Property to the Buyer by the City of Canal Winchester City Council; (b) Buyer's determination, in Buyer's sole opinion, that the Property can be feasibly developed and economically operated in accordance with Buyer's proposed development plan, such determination to include, without limitation, Buyer's confirmation, to Buyer's sole satisfaction, that (i) the soil and subsurface conditions existing on the Property are adequate for Buyer's anticipated uses and that no wetlands, engineering, environmental, toxic waste, or hazardous substance problems exist with respect to the Property; (ii) no easement, governmental restriction or deed restriction affecting the Property is inconsistent with Buyer's intended use; (iii) the Property is satisfactory to Buyer in all respects for Buyer's contemplated development; and (iv) the Title Commitment and the Survey are satisfactory to Buyer; (c) Buyer's acquisition from Canal Winchester Planning and Zoning Commission of approval for the site development plan and any variances desired or required by Buyer, in order to construct, open and operate its intended improvements on the Property and the abutting approximately 0.68 acre parcel currently owned by Waterloo Crossing OP, LLC (the "Waterloo Parcel"), and (d) Buyer and Seller shall have agreed upon the size and location of the Reserved Utility Easement. Buyer shall have a period of time to commence on the date of this Agreement and expire on June 16, 2020 to satisfy or waive such contingencies (the "Contingency Period"). Buyer may extend the Contingency Period for two (2) additional period of thirty (30) days each, as long as Buyer, at the time of such extension, is pursuing satisfaction of the contingencies

set forth in this Section 13 diligently and in good faith. Seller shall fully cooperate with Buyer in Buyer's efforts to secure any annexation, rezoning, variances, and any other governmental and site plan approvals desired by Buyer. Notwithstanding the foregoing, it is agreed that the Seller shall retain architectural approval rights with respect to the Buyer's development and construction plans. This Agreement shall automatically terminate in the event that the Buyer's agreement to purchase the Waterloo Parcel is terminated. Notwithstanding anything herein to the contrary, within thirty (30) days after receipt of the Survey, Buyer acknowledges and agrees to submit an application to the Canal Winchester Planning and Zoning Commission requesting its approval of Buyer's desired site development plan for improvement of the Property and Waterloo Parcel.

In the event that the contingencies set forth in this Section 13 are not satisfied or waived by written notice from Buyer to Seller given within the Contingency Period, then this Agreement shall terminate whereupon the Deposit shall be returned to Buyer and each party shall be released from any further obligations or liability under this Agreement.

Section 14. Representations and Warranties of Seller. In addition to any other representation or warranty contained in this Agreement, Seller represents and warrants to Buyer as follows:

- (a) Seller currently owns the entire fee-simple interest in the Property shown on Exhibit A and has the right to enter into this Agreement and to convey the Property and easements, if any, described in Section 10 hereof, without the consent of any other person;
- (b) All architects, engineers, surveyors, contractors, subcontractors, materialmen, laborers, suppliers and mechanics who shall have provided material, labor or services to the Property prior to Closing for same will be paid in full and no rights shall exist in any party to file a mechanic's or similar type lien at the time of closing;
- (c) Seller is party to no written or oral agreement affecting the Property not disclosed to Buyer in writing at the date of this Agreement;
- (d) There are no agreements, commitments or representations by or between Seller or any of Seller's predecessors in title and any governmental, public or quasi public agency which would impose any obligations or responsibilities on Buyer;
- (e) No actions, suits or proceedings are pending, or to the best knowledge of Seller, have been threatened against the Property or affect the Property at law, in equity or before any federal, state, or local governmental department, commission, board, bureau, agency, or instrumentality and Seller is aware of no facts which to Seller's knowledge might result in any such action, suit or proceeding;
- (f) To the best of Seller's knowledge, no part of the Property is contaminated by or contains any toxic, radioactive or hazardous waste, substance or material, as same are defined or listed in 40 C.F.R. Part 261 or any other "Environmental Laws" as defined below (collectively, "Toxic Substance") as a result of any action or omission by Seller; no Toxic Substances have been used, stored at, generated on, treated, released, disposed of, or is located in, on or about the Property and no permits are or have been required from the federal Environmental Protection Agency, or the Environmental Protection Agency, or any similar agency, of the State Ohio, under the "Environmental Laws, for the use or maintenance of any improvement or facility on the Property; the Property is in compliance with all "Environmental Laws"; no underground storage tanks exist on the Property. For purposes of this Agreement, the term "Environmental Laws" shall mean all federal, state and local laws including statutes,

regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environment or hazardous substances;

- (g) Seller has received no notice and is not otherwise aware that any part of the Property is designated or defined as, or may be subject to designation or definition as, a wetland, woodland, wildlife sanctuary, critical or other habitat for any threatened or endangered species of plant or animal, or other area protected by or subject to environmental regulation under any federal, state or local law, ordinance or regulation; and
- (h) No improvements or services (site or area) have been installed or furnished for which all or any portion of the cost may hereafter be assessed to the Property and Seller has received no notification from any governmental or public agency that any such improvements or services are planned or intended.

Section 15. Brokerage. Buyer and Seller each represent and warrant to the other that they have no knowledge of an agreement, understanding or fact which would entitle any person, firm, or other entity to a real estate commission or fee in connection with this transaction.

Section 16. Notices. Any notice required or desired to be given to any party shall be in writing and shall be deemed given (a) to Buyer when deposited in the United States Mail, first class, postage prepaid, addressed to Buyer c/o Chris C. Klebba, at 9864 E. Grand River Avenue, Suite 110 -321, Brighton, Michigan 48116; (b) to Seller when deposited in the United States mail, first class, postage prepaid, addressed to Seller, at 36 S. High Street, Canal Winchester, Ohio 43110; and (c) to either party when delivered to such party or to the address stated for such party herein by express mail or any over-night delivery service. Any party may from time to time change the address at which its notices are to be delivered or mailed by giving the other party notice of such change.

Section 17. Successors in Interest. All provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, successors, assigns and personal representatives of each party to this Agreement. At or prior to Closing, Buyer may assign its interests hereunder to an entity created by Buyer for purposes of holding title to the Property.

Section 18. Agreement Complete; Construction of Agreement. This document fully sets forth all agreements and understandings of the parties to this Agreement with respect to the subject matter hereof. All warranties, representations and covenants contained in this Agreement shall survive the Closing. Each pronoun used herein shall have the same gender as the person to which it refers, and whenever the singular number is used herein, the same shall include the plural where appropriate. Time is of the essence in all provisions of this Agreement. Captions contained herein are inserted only for the purpose of convenient reference and in no way define, limit or describe the scope of this Agreement or any part hereof. This Agreement shall be construed in accordance with the laws of the State of Ohio.

Section 19. Deposit. Within ten (10) days after the date this Agreement is last accepted and a copy delivered to Buyer, Buyer shall deliver a deposit to the Title Company in the amount of Five Thousand Dollars (\$5,000.00) (the "Deposit", which term includes the interest earned thereon). Such Deposit shall be held by the Title Company in an interest-bearing account. If Buyer timely waives or satisfies the contingencies contained in Section 13 hereof and the Closing occurs, then the Deposit shall be credited to the Purchase Price at the Closing. If Buyer does not satisfy or waive any such contingency, the Deposit shall be returned to Buyer. If all of the contingencies are timely satisfied or waived by Buyer, and the transaction contemplated hereby fails to close due to a default by Buyer, the Deposit shall be paid to Seller as liquidated damages, and Buyer and Seller shall have no further obligation hereunder. If all of the contingencies are

timely satisfied or waived by Buyer and the transaction contemplated hereby fails to close due to the default of Seller or if a return of the Deposit to Buyer is otherwise specifically provided in this Agreement, the Deposit shall be returned to Buyer, without prejudice, however, to any and all rights and remedies which Buyer may have against Seller, at law or in equity, including, but not limited to, the right to seek specific performance and damages.

Section 20. Intentionally omitted.

Section 21. Offer and Acceptance. The execution of this Agreement on behalf of Buyer and its delivery to Seller shall be deemed an offer to enter into this Agreement on the terms and subject to the conditions set forth herein. Seller may accept the offer by causing a fully executed counterpart of this Agreement to be delivered to Buyer in accordance with the procedures described in Section 16 or by telefax or e-mail. This offer shall expire, if not previously accepted, at midnight on the tenth (10th) day after the date Buyer executes same. The date of this Agreement for all purposes hereunder shall be the date on which Seller executes same provided that Seller delivers an executed original of this Agreement to Buyer within three (3) days after Seller's execution hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of them shall constitute one and the same agreement. Telefaxed or e-mailed copies of signed documents shall be treated as originals for purposes of entering into and amending this Agreement.

Section 22. Seller's Reservation. At the Closing, Buyer will grant a perpetual, nonexclusive right, privilege and easement to Seller for the limited purpose of constructing, installing, operating, inspecting, maintaining, repairing and/or replacing general utility facilities ("Reserved Utility Easement"). Buyer and Seller (each acting reasonably and in good faith) will negotiate the size, location, and all of the terms and conditions of the agreement, for the Reserved Utility Easement. In the event that the foregoing agreement is not reached, then each of Seller and Buyer will have the right to terminate this Agreement by delivering written notice of such termination to the other party at any time on or before the expiration of the Contingency Period. In the event of any such termination, the Deposit and all of the interest accrued thereon will be promptly paid to Buyer.

[Signatures contained on following page]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Agreement on the dates set forth below.

SELLER:

Canal Winchester Industry and Commerce Corporation,
an Ohio community improvement corporation

By: _____

Its: _____

OWNER:

City of Canal Winchester, Ohio,
an Ohio municipal corporation

By: _____

Its: _____

BUYER:

Waterloo Investment, LLC,
a Michigan limited liability company

By:  _____
Chris C. Klebba

Its: Manager

SCHEDULE OF EXHIBITS

Exhibit A - Description and/or Drawing of Property

EXHIBIT A
DESCRIPTION AND/OR DRAWING OF PROPERTY

[SEE ATTACHMENT CONSISTING OF ONE (1) PAGE]

EXHIBIT B
SURVEY OF ADJOINING PROPERTY TO SOUTH

[SEE ATTACHMENT CONSISTING OF ONE PAGE]

Mayors Report



Michael Ebert, Mayor

April 6, 2020

Charter Review Commission:

The Charter Review Commission has met two times this year and are scheduled to meet on the 2nd and 4th Wednesday of each month until they are complete with their task of reviewing the City Charter and making their recommendations to council for consideration.

Charter Review Commission:

The Charter Review Commission meetings are now canceled until further notice.

Census 2020:

By now everyone should have received an invitation in the mail to go online and complete the Censes 2020 form. If you do not fill it out the form online a census employee will be coming to your home to ask questions and fill it out in person. They will keep coming back until the form is completed. It's easy it's fast. I did mine online line in under 8 minutes.

Go to www.census2020.gov

Prescription Drug Take Back Day:

The National Prescription Drug take Back Day event scheduled for April 25th has been canceled. The next one is scheduled for October 26th.

City Buildings:

All city buildings are closed to the public through May 1st, we will reevaluate at that time.

Employee absences:

Due to the recent outbreak of the Coronavirus I have asked for all employees to be responsible for their actions and if they become sick and have any of the symptoms of the virus, stay home and see a doctor, as the life they save may be that of someone else. All absences due COVID 19 and with a doctor's note will not be charged as an incident to the employee until this all passes. I think it is best at this time to make sure everyone does everything they can and we do all we can to make sure they stay well or get well.

Employee schedules:

All departments of the city are currently working split week shifts. This allows us to complete a weeks work but with smaller crews working at one time. We are hoping this will keep at a minimum the number of Virus incidents within our employees.

Stay Safe-Stay Home-Stay Healthy.

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for March 2020

Page : 1
Report Date : 04/01/2020
Report Time : 08:24:20

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$2,435.00	\$7,431.00	\$3,708.00
Additional Costs	\$5.00	\$44.00	\$291.00
Fines			
Overpayment / Adjustment	\$0.00	\$0.00	\$10.00
City Revenue From Fines	\$7,247.00	\$21,790.00	\$11,410.00
Fees			
Fees	\$438.00	\$830.00	\$885.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$10,125.00	\$30,095.00	\$16,304.00
State Revenue From:			
Court Costs			
Court Costs	\$2,508.00	\$8,039.60	\$3,739.50
Fines			
Fines	\$30.00	\$120.00	\$0.00
Fees			
Fees	\$30.00	\$30.00	\$60.00
Total to State:	\$2,568.00	\$8,189.60	\$3,799.50
Other Revenue From:			
Court Costs			
Court Costs	\$75.00	\$248.40	\$112.50
Restitution			
Restitution	\$0.00	\$40.00	\$320.00
Total to Other:	\$75.00	\$288.40	\$432.50
TOTAL REVENUE *	\$12,768.00	\$38,573.00	\$20,536.00
*Includes credit card receipts of	\$3,521.00	\$9,913.00	\$5,163.00

END OF REPORT

Ticket Summary

Page : 1

Canal Winchester Mayor's Court

Report Date : 04/01/2020

All tickets issued from 03/01/2020 through 03/31/2020

Report Time : 09:18:36

<u>Ordinance</u>	<u>Description</u>	<u># Offenses</u>
313.010	TRAFFIC CONTROL DEVICES	1
331.080	MARKED LANES OF TRAVEL	1
331.190	OPERATION OF VEH AT STOP SIGNS	1
331.340	FTC/FULL TIME ATT./WEAVING	4
333.030	SPEED	19
333.030A	ACDA	1
333.031	Failure to Yield to a Stationary Emergency Vehicle	1
335.010	OL REQUIRED,RESTRICTION VIOL	2
335.010A1	EXPIRED DRIVERS LICENSE	1
335.060	DISPLAY OF DRIVER'S LICENSE	1
335.070	DUS/REVOCATION/RESTRICTIONS	5
335.072	DRIVING UNDER FRA SUSPENSION	1
335.073	DRIVING WITHOUT COMPLYING WITH LICENSE	3
335.090	DISPLAY OF LICENSE PLATES	3
335.100	EXPIRED TAGS OR UNLAWFUL PLATES	9
335.110	TRANSFER OF OWNER/REGISTRATION	1
337.020	LIGHTED LIGHTS	1
337.260	CHILD RESTRAINT	3
337.270	SAFETY BELT REQUIRED DRIVER	3
351.030	PROHIBITED STANDING OR PARKING	1
509.030	DISORDERLY CONDUCT	1
513.030	DRUG ABUSE, CONTROLLED SUBSTANCE POSSESSION	1
513.030A	POSSESSION OF MARIJUANA 513.03 C2A	4
513.040	POSSESS DRUG ABUSE INSTRUMENTS	6
513.120	DRUG PARAPHERNALIA	7
525.070	OBSTRUCTING OFFICIAL BUSINESS	2
525.080	OBSTRUCTING JUSTICE	1
525.090	RESISTING ARREST	1
541.040	CRIMINAL MISCHIEF	2
541.050	CRIMINAL TRESPASS	5
545.050	THEFT	16
545.050A3	Theft by Deception	1
545.190	POSSESSION OF CRIMINAL TOOLS	1
Total Offenses for Time Period		110
Total Tickets for Time Period		83

Canal Winchester Monthly Statistical Summary

Day of Month	# Dispatched Calls	# Pick-up Runs	# Multiple Unit Calls	# Reports	# Addendums	# F.I. Cards	# Civil Paper Attempts	# Civil Papers Served	# Bldg Checks	# Vacation Checks	# Traffic Stops	# Citations	# Warnings	# Felony Arrests	# Misd Arrests	# Warrant Arrests	# OVI Arrests	# Probate (Pink Slip)	# Charge Packets	# Summons In Lieu	# Misd Charges Filed	# Fel. Charges Filed	Total Down Time	Total No. of Staff
1	17	18	13	1	1	0	0	0	47	17	11	3	8	0	0	1	0	0	0	0	0	0	2,285	6.00
2	17	16	15	3	1	0	0	0	68	17	6	1	5	0	0	4	0	0	0	1	2	0	2,226	6.00
3	14	17	8	4	1	0	0	0	61	29	7	2	5	0	0	1	0	0	0	0	3	0	2,146	6.00
4	6	11	3	5	2	0	0	0	91	31	10	0	10	0	0	1	0	1	0	0	0	2,427	7.00	
5	17	19	10	4	3	0	0	0	59	22	16	13	9	0	2	2	0	1	0	0	3	0	2,447	8.00
6	9	32	3	5	0	0	0	0	73	14	10	5	11	0	0	0	0	0	0	2	2	0	2,339	7.50
7	15	25	12	3	4	0	0	0	19	15	18	9	13	0	0	0	0	0	0	0	1	0	2,430	8.00
8	18	15	10	3	2	0	0	0	28	15	9	4	5	0	0	0	0	0	0	1	1	0	2,047	7.00
9	16	19	18	1	0	0	0	0	71	15	3	3	2	0	1	1	0	0	0	0	0	0	1,816	6.00
10	7	14	9	4	1	0	0	0	12	33	5	1	5	0	0	0	0	0	0	0	0	0	2,185	6.00
11	10	15	4	6	1	0	0	0	46	29	10	2	9	0	1	1	0	0	0	0	0	0	2,429	7.00
12	18	12	7	6	1	0	0	0	36	25	6	3	5	0	2	0	0	0	0	0	4	0	2,164	6.00
13	11	15	6	6	0	0	0	0	78	19	8	7	6	1	2	2	0	0	0	0	4	1	3,212	7.00
14	11	12	6	1	1	0	0	0	72	22	8	5	3	0	0	0	0	0	0	0	0	0	2,343	7.00
15	17	16	20	2	0	0	0	0	88	14	10	9	3	0	0	0	0	0	0	0	0	0	2,386	7.00
16	13	7	7	4	0	0	2	2	65	32	9	1	10	1	0	0	0	0	0	0	1	1	2,065	6.50
17	15	5	8	1	1	0	0	0	78	45	12	5	10	0	0	0	0	0	0	0	0	0	2,269	7.00
18	14	9	8	6	0	0	0	0	110	39	11	4	9	0	1	1	0	0	0	1	1	0	2,649	8.00
19	10	30	9	2	3	0	0	0	66	30	15	10	7	0	0	0	0	0	0	1	1	0	1,963	7.00
20	8	25	13	2	1	0	0	0	74	27	11	4	8	0	1	1	0	0	0	0	0	0	3,205	6.50
21	27	22	29	7	0	1	0	0	67	32	14	8	6	0	2	0	0	0	0	1	2	0	3,049	7.00
22	14	12	17	4	1	0	0	0	30	22	18	13	11	0	3	1	1	0	0	4	7	0	2,642	7.00
23	13	7	6	4	1	0	0	0	9	14	4	2	3	0	2	1	0	0	0	0	5	0	2,859	6.00
24	9	6	8	1	0	0	0	0	28	30	12	3	11	0	0	0	0	0	0	0	0	0	1,827	6.00
25	9	6	9	2	1	0	0	0	46	34	7	3	5	0	0	0	0	0	0	0	3	5	1,802	7.00
26	14	10	11	1	0	0	1	1	74	20	11	15	8	0	0	1	0	0	0	0	0	0	1,914	6.00
27	25	24	21	3	0	0	1	1	42	21	6	1	7	0	1	0	0	0	0	1	4	0	2,491	7.00
28	21	17	12	3	0	0	2	2	72	26	7	3	5	0	0	1	0	0	0	0	1	0	2,157	7.00
29	13	25	10	0	0	0	2	2	44	26	12	6	8	0	0	0	0	0	0	0	0	0	2,018	7.00
30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00
Total	408	461	312	94	26	1	8	8	1,654	715	286	145	207	2	18	19	1	2	0	13	47	8	67,792	6.55

Avg. % of Busy Time 1st 75.2% 2nd 71.9% 3rd 67.8% = 71.63%

AVG.

COUNCIL UPDATE



April 3, 2020

Finance Department
Amanda Jackson, Finance Director

Legislation:

Park National Bank Depository Agreement – This ordinance would allow the city to deposit funds with Park National Bank. Similar agreements are in place with all other banks with whom we currently conduct business.

Project Status:

Income Tax Filing Due Date Extension – On Friday, March 27th, the State Tax Commissioner extended the due date for state income tax filings and payments to July 15th. This extension also applies to local income taxes. Information on the new date, waiver of penalties and interest, and the affect on estimated payments can be found on the Ohio Department of Taxation and RITA's websites.

Dr. Bender Scholarship Application Deadline Extension – With the closure of the schools, and the approval of President Walker and Vice President Coolman, we have extended the deadline for applications to May 15th. We have received only 2 applications to date so please reach out to anyone that may be eligible and encourage them to apply!

COUNCIL UPDATE



March 31, 2020

Construction Services Department
Bill Sims, Administrator

Capital Improvement Projects

High St. RR Crossing Improvement: Final Restoration to be completed the week of 4/6.

Westchester Park Improvements: Site work is complete. Shelter building under construction. Playground equipment installed.

2020 Street Program: Work beginning on sidewalk program 4/6. Roadway resurfacing work to begin in May.

Gender Rd. Phase 5: Design Kickoff conference call held on 3/26.

Bixby Rd. Water & Sanitary Extension: Bids opened 3/19. Bids are currently being reviewed.

ODOT Gender Rd. Resurfacing: MOT signage to be installed week of 4/3. Work on the southern end of the project (Roundabout to Groveport Rd) to start 4/13. This work will be during the day M-F. The northern section of the project (RR tracks to US33) will start in May. Work in this area will be at night. Sun.- Thur.

Private Development Projects

Pediatric Associates: Waterline installed.

Three Fountains Condos: Sanitary Sewer under construction.

Winchester Logistics: Site grading underway. Sanitary sewer complete. Waterline being tested. Winchester Blvd. extension to begin in next two weeks.

Fairfield Inn: Under construction.

Crossroads Church: Bigerton Bend complete. Gender Rd. RT In/Out under construction.

Winchester Veterinary Clinic: Construction dormant due to design issues. Project coming back to P&Z with modifications.

Other

MCI: Four permit plans approved. Fees and bonds provided. Work started.

Columbia Gas – Reviewing permit for gas main extension to serve 18 W. Waterloo.

Misc.

- R/W dedications from our parcels to R/W at Gender & Groveport.
- Easement for ACD. Net on Groveport Rd.
- SCP will request an easement to cross a corner of city property at Gender and Canal streets as part of their plan to service the Crossroads Church site.

COUNCIL UPDATE



April 2, 2020

Department of Public Service
Matthew C. Peoples, Director

Project Status:

Corona Virus Operations: We have implemented numerous policies and procedures to ensure continuity of operations during the global pandemic. Our crews have been placed on two isolation shifts separate the staff in case of infection so you may see staff who are working on Saturdays. Other precautions include:

- Guidelines and procedures have been put in place and are being practiced to ensure employee safety and social distancing recommendations.
- Closure of facilities to the public – parks are open but the playgrounds, skate park and basketball facilities are closed per the order)
- Daily sanitation of facilities is being conducted as part of our efforts to combat the spread of the virus. Hand sanitizer stations were installed at each city building prior to any state-mandated distancing and are being used and refilled as necessary.

Solid Waste Contract: Following discussions Mayor Ebert & I had with Waste Management, we are presenting a proposed contract at the April 6th meeting as an agenda item for discussion only. There are a few changes from the existing contract that will affect some of our residents. Recycling is included as well as both trash and recycling carts but the proposal is for automated pickup only. This means WM will be implementing specialized grabber trucks to empty containers directly into the trucks therefore all contents must be in WM containers to be picked up. Additional containers will be available at additional costs and bulk pickups will be available as well.

ODOT Salt Contract: We are presenting legislation at the April 6th meeting to enter into a contract with ODOT for the purchase of road salt. This is a contract we get into annually and, due to the mild winter this year we will be requesting significantly less than in previous years.

2020 Street CIP: We had the pre-construction meeting for the project and contractor is expected to begin sidewalk work the week of April 6th with the remainder of the work to proceed following that.

Northpointe Utilities Extension: We received and are reviewing bids and anticipate presenting to Council within the next couple of meetings.

Westchester Park: The contractor has completed the installation of the playground equipment, shade structure and shelter house and is expected to pour concrete this week. Unfortunately, with the playground closures the public will not be able to enjoy these new features until everything returns to normal.

Gender Road Paving: ODOT plans to start posting signage date of April 6th, pending the restricted work requirements. We will be notified of the remaining construction schedule after the preconstruction meeting.

McGill Park: OHM has started the design on both the McGill Phase I and Trail Connector projects and are expecting to be complete near the mid-summer. The grant for the Phase I project is still in limbo and we expect the State and Feds will have resolved soon.

Municipal Complex: We are proceeding through the design-build process with our next step being the evaluation period at the beginning of April.

Gender Rd. Phase V: EMH&T has begun design work for the project that is expected to go to construction in spring 2021. 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.

Gender Rd. Phase VI: We are working with EMH&T on a design concept for a Gender Rd. Phase VI project that will include pedestrian connection across the Gender Rd. overpass as well as additional lanes for Gender Rd. Our plan would be to utilize ODOT Safety Funding as well OPWC funding. We have had project discussions with ODOT and they indicated they are in support.

Additionally, the ODOT discussions were regarding their future plans for US Rt. 33. They are working on studies for the area to address capacity and congestion issues and include additional lanes on 33 and the Bixby and Gender interchanges.

Gender Rd. Signal Synchronization Project: We completed the review of the synchronization plan and submitted back to ODOT. Anticipated timeframe for implementation is sometime in April.

WRF Generator Project: We are working with Bird & Bull 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.

Storm Sewer Replacement: The project is nearly complete and we are awaiting the contractor to schedule a final walkthrough.

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. Timeline is extended due to most technical staff working remotely.

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.

COUNCIL UPDATE



April 2, 2020

Division of Urban Forestry
Dick Miller, Urban Forester

Project Status:

Spring Street Tree Plantings: Plantings are nearly complete with 65 of the 70 trees planted.

Cancellations: due to the public health crisis we have cancelled the following events:

- Tree Give-a-way
- Raingarden workshop
- Arbor Day Celebration

Sidewalk Planters: We have installed about half of the downtown planters/pots.

Herbicide: 2020 supply of herbicide has been ordered for guard rails, gutter pans, gravel areas and mulched areas.

Mulching: Mulching of beds may begin in approximately one week.

Hanging baskets: We are still in discussions on a schedule or procedure of potting of hanging baskets.

COUNCIL UPDATE



April 2, 2020

Division of Water Reclamation
Steve Smith, Superintendent

Project Status:

Control Replacement: bids are being solicited for replacement of the aging controls at the Rt. 33 lift station. We expect this to be extended with the ongoing distancing efforts.

Sludge Press Upgrade: The order has been placed for the press upgrade material. With the ongoing distancing, and since the project is not critical, the factory has pushed this back several weeks, and it will likely be early summer before we receive any of these materials.

Air Release Valves: The air release valves serving the Rt. 33 Lift station force main are being reworked and repaired. One is now finished and parts have been received to enable repair of the second unit, which we be done as time and weather allow.

Valve Replacement: The Ashbrook lift station check valves are aging and failing. Replacement is imminent and the project costs will be in the 6K range.

Safety:

- The Safety committee and safety meetings are on hold during the split shift which is currently in effect. Managers have been asked to allow time for review by employees of online safety videos.

COUNCIL UPDATE



April 2, 2020

Division of Streets, Lands and Buildings
Shawn Starcher, Manager

Project Status:

Mowing Season: Crews have begun parks mowing/trimming

Snow/Ice Closeout: Crews are completing cleaning and prepping snow/ice removal equipment for storage

Water Department Assistance: Crews assisted the Water Department with the closure of designated areas of Gender Rd. for waterline valve bolt replacement

Fire Truck: The Canal Winchester Fire truck has had needed repairs completed and is once again ready for future events and parades.

Signage: Distracted Driving signs were installed on April 1st at 8 locations near entrance points into the city.

Stradley Pergola: Sanding and staining of the Stradley Park pergola will begin this week

COUNCIL UPDATE



April 2, 2020

Division of Information Technology
Rick Brown, Coordinator

Project Status:

Alternate Operations: We have implemented numerous

- In addition to being built for high availability with redundant/geographically diverse equipment (where appropriate), the Enterprise network is already remotely managed, our staff is outside the physical locations where the network lives.
- Furthermore, we have prepared our employees to work from alternate locations, including their homes, if and when needed.
- Lastly, I am working diligently with vendors and suppliers to ensure that our supply chain remains uninterrupted and that we address challenges in real time that might arise. We have placed orders where appropriate to boost supply levels.

PSF Gate: With the PSF gate now working overtime we have had two control failures that required service calls. We are working on a plan to provide protection from electrical surges we feel are causing the issues.

Service:

- Applying the appropriate Microsoft fixes and feature updates to the servers.
- Performing daily monitoring and troubleshooting on network devices and servers.
- Simple problem resolution for employees.
- Perform daily financial processes as required.
- Stricter oversight on remote users for internet intrusions.

Planning:

- Scoping access management at Water Plant
- Working with Sheriff's vendor on scoping virtual arraignment

COUNCIL UPDATE

April 2, 2020

Division of Water
Joe Taylor, Superintendent

Project Status:

Plant:

- We pumped 22.036 Million Gallons in February at an average of .759 MGD with an average hardness was 114 mg/l.
- Working on the OEPA Asset Management Plan.
- Staff has begun working on the 2019 Consumer Confidence report and expect to be completed in the next 2 weeks.

Distribution:

- AMI Metering System installs have been placed on hold during the Covid -19 pandemic. We have installed 2,036 units and and 1,363 remain (60 % completion).
- Staff has been working on valve bolt replacements on Gender road between Winchester Blvd and the RR tracks. 11 Valve were inspected and the bolts replaced. This section showed extremely bad corrosion and degradation. A 12" valve at Gender and Winchester Boulevard was near a catastrophic failure. See picture below.
- Staff is updating curb box location cards for commercial buildings.





COUNCIL UPDATE

April 1, 2020

Development Department

Lucas Haire, Director

Development Report

Legislation

Ordinance to authorize the Mayor to accept a 1.66-acre parcel from the Ruff Trust.

This parcel is located fully within the ODOT highway easement for US 33 and in unincorporated Violet Township. The Ruff Trust is the owner of the parcel and has agreed to transfer the property to the City of Canal Winchester. The parcel will remain encumbered by the highway easement. The City is taking title to the parcel to initiate an annexation of this parcel so we can annex properties to the north of US 33 that are adjacent to this parcel. Without taking title to the parcel we will not be permitted by State law to annex a portion of the Evans Farm north of this site because this parcel will remain an island within Violet Township surrounded by the City of Canal Winchester. I am requesting an emergency approval to allow the City and Mrs. Evans to move forward with an annexation petition.

Ordinance to authorize the Mayor to enter into a lease agreement with James N. Stevenson for a 30-acre tract of land on Parkview Drive.

The City of Canal Winchester initially entered into a farm lease with Jim Stevenson for 30-acres of Walnut Creek Park in 2014. We have entered into two three-year lease agreements with Mr. Stevenson. This request is to enter into a new three-year lease agreement on the same terms to continue the farming operation. Farming this site keeps the property maintained and cleared from growth without requiring mowing. Mr. Stevenson has also made drainage improvements on the site that will help with the future conversion of this space for recreational improvements. The current lease expired in March. I am requesting an emergency to allow the quick passage so Mr. Stevenson can continue to fertilize and prepare the farm field for planting this year.

Ordinance to authorize the Mayor to convey a tract of land consisting of approximately 0.63 acres on West Waterloo Street to the CWICC to provide for its subsequent conveyance to Waterloo Investment, LLC

The City of Canal Winchester recently acquired title through a judgement entry of two parcels of land that are within a perpetual highway easement and were formally part of West Waterloo Street and before that State Route 674. This ordinance will also extinguish the highway easement that these parcels are subject to. The City of Canal Winchester no longer has a need for these parcels for a public purpose and this ordinance declares the parcels as excess property and authorizes the transfer to the CWICC so that they may dispose of the property to encourage an economic development project. The CWICC is working with a proposed developer who has the Casto controlled property to the south in contract. They intend to develop a multi-tenant retail center that will be anchored by a restaurant tenant on one end cap of the building. To maximize the development potential of the Casto parcel for more building square footage, this former

roadway parcel will be used for parking improvement to ensure there is adequate parking for future tenants of the multi-tenant retail center.

The CWICC has negotiated the attached agreement for the purchase of real estate and intends to sell the parcel with the included conditions for \$30,000. This parcel will remain encumbered by many utility easements that significantly impacts the value of the parcel. I am seeking an emergency passage of the ordinance to allow the contract to proceed and the developer to plan for construction to begin on the parcel this summer.

Activity

- I have been actively communicating with a number of our larger businesses and restaurants to discuss the impacts of the pandemic and the associated public health orders. The community should be prepared that a number of these businesses are unlikely to survive an extended closure. Please considering shopping and dining local so that we can continue to support these businesses in these trying and uncertain times.
- Many businesses have furloughed or reduced staff to deal with reduced demand. These reductions will impact income tax collections in the months to come.
- The closing with Northpoint that scheduled for March 19th was delayed due to a financing issue as a result of changing economic conditions. The CWICC signed a contract extension with Northpoint to allow them until July 2, 2020 to secure additional financing.
- Residential building activity remains strong with the City issuing permits for the construction of 25 new single-family homes in March. We are continuing to monitor the economy as it relates to residential construction in the community.

Current Projects

- I received notice from Gideon Properties that are terminating their purchase agreement for 1.77 acres in Canal Pointe.
- Other projects that have not begun construction including Winchester Office Park, Shooter's Restaurant, and Panda Express are continuing to move forward with engineering approvals.
- Winchester Veterinary Clinic has applied for a conditional use and a new building design for their parcel on Thrush Drive that was previously approved. These applications will be reviewed by Planning and Zoning Commission at their April 13 meeting.
- Planning and Zoning will also be reviewing the proposed Greengate condominium development again at their meeting on April 13.
- Many other commercial and industrial construction projects are continuing although there will be some delay on completing construction due to economic conditions and social distancing requirements.

March 6, 2020



Amanda Jackson, Finance Director
City of Canal Winchester
36 S. High Street
Canal Winchester, Ohio 43110

RE: 2020 BED GRANT MODIFCATION - CANAL WINCHESTER LACROSSE

Amanda,

As discussed on the phone recently, the Canal Winchester Lacrosse Association was awarded \$1,000.00 through the Canal Winchester Bed Grant Program. The purpose of the grant was to support the start up costs for a Girls High School Lacrosse Team. When we opened registration in October of 2019, nineteen girls from the high school contacted us about starting a team for them. Many indicated that they had player before, either on a boy's team or on a youth girls' team in another community. At that time, based on the response we received, we were certain that we'd have a team this spring but had not planned for the expenses related to the program promoting our grant request.

In the middle of February we started to notify our opponents that we would not have a girls team due to lack of numbers and officially shut down registration at that time. We held out hope that more may still contact us like we are seeing on our Boys High School team but that hasn't happened. The purpose of this letter is to ask what we need to do with the funds granted to us by the City.

The CWLA is committed to growing the game at all levels and developing a stand-alone girl's program and would like to propose the following for your consideration and approval. We have not work out all the details but feel the time is right to present the general path we'd like to proceed.

We would like to divert the funds from the High School Start-up costs to a robust FREE learn to play program. CWLA would use the grant to purchase girl's lacrosse sticks, soft practice balls and practice pinnies for around 25 participants, theirs to keep at no cost. The program would be open to all girls in the City of Canal Winchester and would be run once a week for 4 to 6 weeks. We've had some preliminary discussions with experienced high school level girls coaches who would be willing to help by donating their time to the growth effort.

Anticipated per player cost:

Entry level girl's stick:	\$25.00
Soft Practice ball:	\$ 2.25
Clinic T-Shirt:	<u>\$10.00</u>
Total / Player	\$37.25

We appreciate the City's continued support of lacrosse and thank you for the 2020 Grant Award. If there is any additional information you need from us to support this modified grant, please let me know.

Thank you for considering this request!

Joe Malone
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614-364-1200