



## **CANAL WINCHESTER CITY COUNCIL COVID-19 ANNOUNCEMENT**

Due to COVID-19 and social distancing requirements, Canal Winchester City Council Work Sessions and Regular City Council meetings will not be open to the public until further notice. The meetings will be hosted online using the GoToWebinar platform which can be accessed via computer, tablet, or smart phone. An email address is required to access the meeting.

To access the September 21, 2020 meeting, click the following link.

<https://attendee.gotowebinar.com/rt/728498331304054796>

Note: In this format, video and audio of the meeting will be available as the meeting takes place, however, viewers will not have microphone or webcam permissions.

Per the direction of Ohio Attorney General Dave Yost and the Ohio Public Meetings Act, written public comments may be accepted prior to a council meeting. Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting. To submit a comment to City Council, click the link below.

[Submit a Comment](#)

# Canal Winchester

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



## Meeting Agenda

**September 21, 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 - Bennett****C. Roll Call****D. Approval of Minutes**[MIN-20-39](#)September 8, 2020 Work Session Minutes ([Work Session Minutes](#))[MIN-20-40](#)September 8, 2020 City Council Minutes ([Council Minutes](#))**E. Communications & Petitions**[20-199](#)September 18, 2020 S. Nyahay Public Comment Submission ([Comment Form](#))**F. Public Comments - Due to COVID-19, City Council meetings will not be open to the public until further notice. Those wishing to address City Council are asked to submit written comments. Comments received by 3:00 p.m. the day of the meeting will be acknowledged at that evening's meeting. Comments can be submitted using the form available on the City's website.****G. RESOLUTIONS**[RES-20-007](#)*Development*A Resolution Approving The Recommendations Of The Tax Incentive Review Council For The Franklin County Tax Abatement Areas Within The City Of Canal Winchester ([Resolution, Exhibit](#))*- Adoption*[RES-20-008](#)*Development*A Resolution Approving The Recommendations Of The Tax Incentive Review Council For The Fairfield County Tax Abatement Areas Within The City Of Canal Winchester ([Resolution, Exhibit](#))*- Adoption***H. ORDINANCES*****Third Reading***[ORD-20-036](#)*Development**Sponsor: Bennett*An Ordinance to Authorize the Mayor to Accept an Easement for Sanitary Sewer Lines from Three Fountains CW, LLC ([Ordinance, Exhibit A](#))*- Adoption****Second Reading***[ORD-20-040](#)*Development**Sponsor: Clark*An Ordinance Authorizing The Mayor To Enter Into A Tax Increment Financing Agreement With The Mountain Agency Columbus, LLC ([Ordinance, Exhibit A](#))*- Request waiver of third reading and adoption*

**ORD-20-041**

*Development*  
*Sponsor: Amos*

An Ordinance Authorizing The Mayor To Enter Into A Sign Easement Agreement With Crossroads Christian Life Center, Inc. To Provide For A Sign Easement On Parcel 184-002666 ([Ordinance, Exhibit A](#))  
*- Second Reading Only*

**ORD-20-042**

*Development*  
*Sponsor: Lynch*

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of Approximately +-0.26 Acres On West Waterloo Street To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Conveyance To Jay Jala Hospitality, LLC ([Ordinance, Exhibit A](#))  
*- Second Reading Only*

***First Reading***

**ORD-20-043**

*Council*

An Ordinance To Amend The Rules Of The Canal Winchester City Council ([Ordinance, Exhibit A](#))  
*- First Reading Only*

**ORD-20-044**

*Finance*

An Ordinance To Authorize The Mayor To Enter Into An Amendment To The Contract With The Fairfield County Sheriff For Police Protection ([Ordinance, Exhibit A](#))  
*- First Reading Only*

**I. Reports**

*Mayor's Report*

**20-198**

**Mayor's Report**

*Fairfield County Sheriff*

*Law Director*

*Finance Director*

**20-197**

**Finance Director's Report**

*Public Service Director*

**20-196**

**Public Service Project Updates**

*Development Director*

**J. Council Reports**

*Work Session/Council - Monday, October 5, 2020 at 6:00 p.m.*

*Work Session/Council - Monday, October 19, 2020 at 6:00 p.m.*

*CW Human Services - Mr. Milliken*

*CWICC - Mr. Clark*

*CWJRD - Mr. Bennett/Mrs. Amos*

*Destination: Canal Winchester - Mr. Walker*

**K. Old/New Business**

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

**M. Adjournment**

# Canal Winchester

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



## **Meeting Minutes - DRAFT**

**September 8, 2020**

**6:00 PM**

## **Council Work Session**

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

**A. Call To Order**

*Coolman called Work Session to order at 6:01 p.m.*

**B. Roll Call**

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

***A motion was made to excuse Milliken by Walker; seconded by Bennett***

***The motion carried with the following vote:***

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

**C. Also In Attendance**

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

**D. Request for Council Action****RES-20-006**

*Finance*

A Resolution Accepting The Amounts And Rates As Determined By The Budget Commission And Authorizing The Necessary Tax Levies And Certifying Them To The County Auditor ([Resolution](#))

*- Request to move to full Council*

*Jackson: Thank you Mr. Coolman; this is a resolution we do each fall that goes to the Budget Commission; basically setting tax levies, and determines the amount of property tax money that we get; now this is really more important for any municipality or entity that has voted debt; as this rate will change based on the amount of money they need to generate; but since our village does not change; this is just a routine thing we have to do; you will see the number in the resolution is a little bit higher than what you are used to seeing; it is my understanding that number does not reflect the increase in property values that the Franklin County Auditor has been going through their triennial update; so that could fluctuate a little more; given the development we've had that is why you are seeing the number that you are.*

***A motion was made by Clark to move RES-20-006 to full Council; seconded by Bennett. The motion carried with the following vote:***

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

**ORD-20-038**

*Finance*

An Ordinance Approving The Editing And Inclusion Of Certain Ordinances As Parts Of The Various Component Codes Of The Codified Ordinances Of Canal Winchester, Ohio, And Declaring An Emergency ([Ordinance](#))

*- Request to move to full Council*

*Jackson: This is another yearly ordinance that we do; so each year I take all the ordinances that Council passes and send them to what we call our codifier; and they review them and determine which ones need to be put into our codified ordinances; basically into our laws; so this is an ordinance listing the updates to that; mostly what you are seeing are updates to the state code that we need to reflect into our code; they will also make adjustments to our codes that was passed in the past. Coolman: how far back does it go? Jackson: since we do it yearly this would go to May 2020. Coolman: and the reason for the emergency? Jackson: They always write this as an emergency declaration; the codifier writes this ordinance, I did not; but we like to get*

these updated as soon as we can. Amos: where is the hands free ordinance fall in this, am I missing it? Jackson: it isn't going to be specifically listed here because this is everything that you have not already passed; and adding that to the codified; this is going to be states codes; as far as the hands free goes effects the codified ordinances; so it is already codified. Clark: it says the "Village" of Canal Winchester, is that ok. Jackson: yes, that it OK.

**A motion was made by Bennett to move ORD-20-038 to full Council;  
Seconded By Amos. The motion carried with the following vote:**

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

**ORD-20-039**

Development

An Ordinance Authorizing The Mayor To Enter Into A Clean Ohio Trail Fund Program State/Local Grant Agreement With The Ohio Department Of Natural Resources For The Proposed McGill Park Trail Connector And To Declare An Emergency ([Ordinance, Exhibit A](#))

- Request to move to full Council

Haire: Thank you Mr. Coolman; this ordinance would allow us to enter into an agreement with Ohio Department of Natural Resources; this is for the Clean Ohio Trails Fund; it is a standard state agreement; Mr. Hollins has reviewed the agreement and has no issues; this will allow a fifty percent reimbursement for the extension .76 miles of trail; the total project cost is \$901,656.00 the state will be reimbursing us \$450,828.00 through the Clean Ohio Trial Funds; the term of this agreement is we would have to have the construction complete prior to December 31<sup>st</sup>, 2021. Questions? Lynch: when do you plan on breaking ground? Haire: we are moving forward with engineering on the project, so that is underway. Lynch: so you are still in the paper planning stages before we would get the estimates and such. Haire: our hope is to proceed with both; so we have entered into the other agreement with the parks phase one improvements, and we would hope to bid those out at the same time; with mobilizing equipment and things like that and get it under one contract. Lynch: who are we using to draw the plans? Haire: plans are being drawn by OHM. Coolman: the length of time is? Haire: the biggest hurdle we have with our timeline is the bridge; but I would assume it would take a matter of months. Walker: so the latest it would start would be the spring? Haire: more than likely we will be bidding it out in the spring, we don't have an exact time yet; we did a lot of work with the environmental side of it that is why it has taken so long to get into an agreement to accept these funds. Lynch: is this going to be an asphalt paved path? Haire: yes. Lynch: is the path 100% out of the flood plain? Haire: part of the trail that would be in the flood plain; typically it would not affect the path. Coolman: and the state of the emergency? Haire: it is just a part of the contract to get this thing moving so we can get to the next step.

**A motion was made by Lynch to move ORD-20-039 to full Council;  
seconded by Bennett. The motion carried by the following vote:**

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

**ORD-20-040**

Development

An Ordinance Authorizing The Mayor To Enter Into A Tax Increment Financing Agreement With The Mountain Agency Columbus, LLC ([Ordinance, Exhibit A](#))

- Request to move to full Council

*Haire: This ordinance would allow us to enter into a TIF agreement to reimburse the Mountain Agency; The Mountain Agency is an affiliated entity of Wyler; The Wyler Automotive Group are the owners of the property there; when they built the dealership they were borderline on fire protection there, they needed to increase the fire flow; as part of that they wanted to extend an eight inch water line from Home Depot under US 33 to the dealership to increase pressure; we also had a need to get additional pressure to serve Bixby Road; so we asked to increase that line to a 12 inch line and that we would reimburse the difference in cost; and then we also need to acquire an easement from them to go to the west to take the water line to the west of the Mountain Agency property; so what this would do is allow us to reimburse the Mountain Agency for constructing the waterline in that area through the Gender Rd TIF that we have had since 2013; TIF funds can only be able to use for infrastructure that serves the TIF area; this would allow us to reimburse them fifty percent of the cost or up to \$173,637.00; and we would reimburse them within 30 days of their request on the completion and acceptance of the project; happy to answer and questions you may have. Lynch: Is this work that has already been done? Haire: It has not been completed yet; we have done work on the Wyler lot, but not this work. Bennett: Speaking specifically to the cost; you said fifty percent or up to 173k; I guess, is that the difference between the eight and the twelve inch? Haire: No, that is the negotiated agreement we made with them to get the easement; Bennett: Got it that makes sense. Coolman: The status on that TIF right now is? Haire: The current amount in the TIF fund? Coolman: Yes. Haire: Ms. Jackson should be able to answer that for you; we have a number of funds coming out of that; we have agreements with OPUS for the extension; we reimbursed Primrose annually for a 400 ft. extension; there are a number of funds going out of that TIF now; there are adequate funds there; especially when we get the next collection; this year, since they delayed the collection of property taxes in Franklin County we haven't received it yet.*

***A motion was made by Clark to move ORD-20-040 to full Council; seconded by Lynch. The motion carried by the following vote:***

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

**ORD-20-041**  
Development

An Ordinance Authorizing The Mayor To Enter Into A Sign Easement Agreement With Crossroads Christian Life Center, Inc. To Provide For A Sign Easement On Parcel 184-002666 (**Ordinance, Exhibit A**)

*- Request to move to full Council*

*Haire: Thank you Mr. Coolman; this ordinance would allow us to grant X Church an easement to construct a monument sign at the corner of Gender Rd and Bigerton Bend; we would be granting them an area of 10 feet by 15 feet to construct their monument sign; the monument is 10 ft. wide and 2ft. in depth; so it would easily fit in that area; this would be a multi-tenant sign; so not only for the church but for the out parcel they have out Gender Rd to the South; the monument sign is the only way to get a viable commercial business to take that out parcel; due to visibility concerns; you have the ditch that crosses and it is well wooded, it restricts visibility to the parcel and the church; so you need signage; in exchange for that easement; they will take over the turf management and maintenance for that parcel; this is a parcel we took over about a year and a half ago; as part of the overall zoning agreement for that area; we were required to take title to the retention pond; we were not responsible for the drainage maintenance for the retention pond there; so Waterloo Crossing, OP who is the owner of the shopping center, they kept the drainage responsibility; currently we are responsible for the turf; since X Church would be out there mowing anyway; we suggested they take over the mowing and the maintenance; they are going to do that in exchange of the sign.*

Coolman: Mr. Haire, how tall is the sign? Haire: 16 ft. Lynch: You said the sign is going to be multi-tenant; X Church is at the top; the two strips underneath, is that going to be enough to allow multi-tenants; Haire: As with most multi-tenant signs, the two largest leases will get those tenant panels. Lynch: So those are the only two spots for future tenants? Haire: Yes. Lynch: The granting of this easement, is this something we have done before? Haire: Recently we did this for Human Services; we allowed them a monument sign on a parcel we own; they are a nonprofit entity and providing a service to the city, and they were restricted with visibility.

**A motion was made by Amos to move ORD-20-041 to full Council; seconded by Lynch. The motion carried by the following vote:**

**Yes 6 – Amos, Lynch, Bennet, Clark, Coolman  
Abstained 1 – Walker**

**ORD-20-042**  
**Development**

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of Approximately +-0.26 Acres On West Waterloo Street To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Conveyance To Jay Jala Hospitality, L.L.C. ([Ordinance, Exhibit A](#))

- Request to move to full Council

Haire: This ordinance would allow us to dedicated a former portion of the Waterloo Street easement to the CWICC who would convey it to Jay Jala Hospitality LLC who are the developers of the Hampton Inn; what we have done, is we have allowed them to develop parking in that area, through a right of way permit; this just kind of cleans it up; by adding this .26 acres it allows the developer to increase the size of the hotel; we were able to go from 81 rooms to 92 rooms; this parcel gives more parking; there are actually 23 parking spots in this parcel; more rooms will create significant bed tax generation over time; we felt this is the easiest way to clean this up for financing or if they were going to sell the property; rather than going through a right of way permit every ten years; they are behind schedule; I spoke with the hotel owner on Thursday and he said the new time line is late December early January. Clark: I see on the drawings here, it looks like it goes all the way to the street? Haire: It is one foot from the edge of the bike path.

**A motion was made by Lynch to move ORD-20-042 to full Council; seconded by Coolman. The motion carried with the following vote:**

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

**E. Reports**

Matt Peoples – I actually have nothing to add to my written report.

Lucas Haire – I have done a lot of talking this evening; I'd be happy to answer any questions you may have.

Amanda Jackson – Just one quick update; I have worked with Mr. Hollins on drafting an amendment to the Fairfield County Sheriffs contract; it is now in the hands of the Fairfield County Sheriff's office for

review; and once we have agreed on the language we will bring it to you for approval. Coolman: OK thank you, any other questions? Lynch: This document you are referring to, does it have anything to do with the additional officers? Jackson: Yes, sir.

#### F. Items for Discussion

#### G. Old/New Business

Haire: The ordinance you have before to consider the final development text for Greengate; Mr. Coolman and Mr. Lynch and I met with the developer of that project as well as the contractor that is building it (Ryan Homes) so we went over what we thought was complimentary to the Redwood Development; and went over the architecture standards that were established in that area; and said these are the minimums that we would accept; so the developer went back and made some changes; we didn't think they went far enough with those changes; so we asked them to revise again; which they did; so what is before you this evening they have clarified those architectural standards; the language leaves a lot to interpretation; what they have proposed, are changes like eaves on all four sides of the home; windows on all garage doors; siding will be .042 thickness; they have added a masonry water table on the forward facing wall; most cases in front of the garage; so we are creating standards for anyone who moves there; two design elements on any side of a one story home; and 3 design elements on 2 story homes; includes a door, window, vents, etc.; also in your packet is some information on the two conditions of the ordinance; the first is that a turn lane is included on Hill road and that it is developed during Phase One of development; the second condition is that they pay their proportional share of offsite traffic improvements; the traffic study did show traffic that there would be improvements necessary at Kings Crossing and Hill Rd; there are improvements necessary currently; turn lanes are required there; at Diley and Greengate development, when its built will be responsible for 4.3% of the traffic going through the intersection; so they would be responsible for 4.3% of the cost for intersection improvements; that includes turn lane extensions and traffic signals; their share of that would be \$38,817.00 and that would be going into the Greengate Agency Fund that we currently have; the Kings Crossing and Hill Road intersection their share for that intersection would be 5.7% of traffic so their share would be \$33,078.00; which would be held in our Meijer Agency Fund; which we are hold funds in that Meijer's placed there for future improvements. Coolman: Congrats, I think this is very well done; I think they stepped up from our previous discussion from them; thank you for communicating with them clearly. Lynch: These changes all happened in the last week? Haire: Yes. Lynch: Good; in regards to the intersections; they are only responsible for four and five percent respectively; where are the rest of those funds coming from for those interchange expansions? Haire: We are holding 138k dollars in the Meijer Agency Fund that Meijer has put in for intersection improvements; likely there will be a number of sources; that intersection is not within our jurisdiction currently; one small leg is within Canal Winchester; that is why nothing is done with it; I think Fairfield County doesn't want anything to do with it, because they know it will probably be annexed to Canal Winchester; so we will hold the money until the time the intersection improvements are necessary; and that there are more development that generate more money into the TIF; so there is a TIF for Diley Rd, that can be dedicated to intersection improvements as well. Lynch: So that TIF money would be used. Haire: Yes, that is one of the reasons we created the Greengate TIF; it covers the apartments and it will cover the 35 acres of commercial ground at the south of Busey; there would be a significant amount of money coming into the TIF. Lynch: So basically the percentage they are paying for the improvements for those roads is looking at the overall area; how much traffic is in that area; and take their share of residents and that is how you come up with the percentage. Haire: Yes, they will also be constructing Greengate Blvd. through entirety of their property. Lynch: At their cost? Haire: Yes. Clark: I have a philosophical problem with this; we would not have to expend the money if this project wasn't coming; houses are not generating income; they are a revenue

loser; how much are we expending to do this; how much actual tax dollars. Haire: It is not our intension to do any of the improvements; those would be in the future; there would be no improvements as a result of the development; the impact on the intersection is small enough; it doesn't cause the intersection to degrade enough that we would have to do those improvements immediately. Clark: I am confused; if they didn't do the housing we wouldn't need the extra turn lane into their development. Haire: That is 100% their cost; these are the other intersections surrounding it; they do have a traffic impact; but we are not going to do those improvements until sometime in the future; we are going to reserve these funds so we can do them in the future. Clark: OK, I'm good. Walker: Do you have the traffic study of peak time and non-peak time? Haire: Yeah, it is in your packet; the peak time are generally between seven and eight AM; I don't know for the morning traffic here; but the study will tell you for those specific intersections. Lynch: What is the status on OPUS and the front parcel that two tenants looking to reside there. Haire: They still have interest in the parcel, but we do not have anything for tenant improvements. Lynch: Things are moving along for Bixby road? Haire: They are doing their footers and foundation on the first building; and their building pad is finished on one building; and they are starting in the next few weeks on the building path for the second building. Lynch: Good, thank you. Amos: I have a question for Ms. Jackson; were we able to contact anyone from the Board of Health on getting someone in? Jackson: I would have to turn that to Mr. Peoples; he is the one with a contact. Peoples: I do have a contact for the Board of Health; I guess I need a little bit more direction on what we need; do we need a discussion in front of council, or just some background on what their process was going through the resolution. Amos: I think the request from the council was to have someone from the Board of Health to come in and field some questions with us, and discussing why they declared an emergency; and allowing council to ask questions. Peoples: I will reach out to them.

#### **H. Adjournment @ 6:46 p.m.**

**A motion was made by Lynch to adjourn; seconded by Clark.  
The motion was carried by the following vote:**

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

# Canal Winchester

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



## Meeting Minutes - DRAFT

September 8, 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 *Walker called the meeting at 7:00 p.m.*
- B. Pledge of Allegiance - *Amos*
- C. Roll Call *Present 7 – Amos, Bennett, Clark, Coolman, Lynch, Milliken, Walker*
- D. Approval of Minutes

[MIN-20-34](#) June 29, 2020 Committee of the Whole Minutes ([COW Minutes](#))

[MIN-20-35](#) August 17, 2020 Work Session Minutes ([WS Minutes](#))

[MIN-20-36](#) August 17, 2020 City Council Minutes ([Council Minutes](#))

[MIN-20-37](#) August 31, 2020 Public Meeting Minutes ([Public Meeting Minutes](#))

[MIN-20-38](#) August 31, 2020 Committee of the Whole Minutes ([COW Minutes](#))

***A motion was made by Lynch to approve Minutes 20-34, 20-35, 20-36, 20-37, and 20-38; seconded by Coolman. The motion carried with the following vote:***

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

- E. Communications & Petitions

[20-181](#) August 26, 2020 Northeast Ohio Natural Gas Letter ([Letter](#))

[20-182](#) August 31, 2020 J. Acklin Public Comment Submission ([Comment Form](#))

[20-183](#) August 31, 2020 K. French Public Comment Submission ([Comment Form](#))

[20-185](#) Prostate Cancer Awareness Month Proclamation ([Proclamation](#))

*Mayor Ebert: This year approximately 191,930 men will be diagnosed with prostate cancer in the United States alone every year- that's one man every 2.7 minutes and roughly 33,330 die this year from the disease- which means 92 men every day; and whereas in Ohio an estimated 7,030 new cases of prostate cancer will be diagnosed and an estimated 1,200 deaths will occur in 2020; and whereas men with relatives- father, brother, son- with a history of prostate cancer are twice as likely to develop the disease; prostate cancer is most commonly diagnosed cancer in American Men and the third leading cause of cancer death behind lung and colon cancer; and whereas 1 in 9 men are diagnosed with prostate cancer in his lifetime; 1 in 6 African American men will develop prostate cancer in his lifetime; overall, African American men are 1.7 times more likely to be diagnosed with- and 2.3 times more likely to die from prostate cancer than white men; men who serve in the military who have been exposed to chemicals and herbicides are at higher risk for developing prostate cancer; and whereas education regarding prostate cancer and early detection strategies is critical to saving lives, preserving, and protecting our families; the economic and social hardship it has on the families is huge; and now therefore I, Michael Ebert, Mayor of the City of Canal Winchester, do hereby designate the month of September 2020 as Prostate Cancer Awareness Month in the City of Canal Winchester and I encourage all male citizens to be proactive about their prostate health; thank you.*

[20-186](#)Childhood Cancer Awareness Month Proclamation ([Proclamation](#))

*Mayor Ebert: Childhood cancer is the leading cause of death by disease in children, and 1 in 285 children in the United States will be diagnosed by their 20<sup>th</sup> birthday; there are approximately 40,000 children on active treatment at any given time; and whereas the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis; on average there's been a 0.6 percent increase in incident per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years; and whereas two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as sever to life-threatening; approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and whereas in the last twenty years only four new drugs have been approved by the FDA to specifically treat childhood cancer; and whereas hundreds of non-profit organizations at the local and national level including the Friends of Faith Pruden Foundation are helping children with cancer and their families cope through educational, emotional, and financial, support; and whereas researchers and healthcare professional work diligently dedicating their expertise to treat and cure children with cancer; this deadly disease affects too many children and more must be done to raise awareness and find a cure; now therefore, I Michael Ebert, Mayor of the City of Canal Winchester proclaim the month of September 2020 Childhood Cancer Awareness Month; and urge all of our residents to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our county; tonight I have one of these children; her name is Leah; Leah will be receiving this proclamation tonight; Leah is a victim of childhood cancer; she was stricken when she was four years old; she is now recovering; she is cancer free right now; I want to present this proclamation to Leah Macintosh, bring your mom too; Council, this is Leah Macintosh; Leah's mother: Thank you.*

[20-189](#)Constitution Week Proclamation ([Proclamation](#))

*Mayor Ebert: The first Proclamation I had is Constitution Week; September 7<sup>th</sup> 2020 marks the two hundred and thirty third anniversary of the drafting of the constitution of the United States of America by the Constitutional Convention; and whereas it is fitting and proper to officially recognized this magnificent document and the anniversary of its creation; and whereas it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion and whereas the public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designation September 17 through 23 as constitution week; now therefore, I, Michael Ebert, by virtue of the authority vested in me as the Mayor of the City of Canal Winchester, Ohio, do hereby proclaim September 17 through 23, 2020 to be Constitution Week in the City of Canal Winchester, and I ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained; and this evening I have Nancy Schirm to receive this proclamation; Nancy do you want to say anything; she wants to say nothing, other than thank you.*

[20-194](#)Madison Township Police Dept. August 2020 Statistics ([MTPD Aug 2020](#))

*Jackson: Additionally, on your desk this evening other public comment submissions from the weekend; on September 6<sup>th</sup>, we received a public comment from A. Davis; on September 7<sup>th</sup> P. Klipa; and then today September 8<sup>th</sup> from an E. Jackson, M. Hysell, and J. Acklin.*

**F. Public Comments - Five Minute Limit Per Person**

*Adam Christ 6158 Dietz Drive: I didn't come planning on saying anything; but since there aren't too many other folks here; I would like to share the sentiments of my neighbors and most of the folks I have spoken to*

*in our community; we are concerned right now, this is an area that has provided quite a considerable draw and is an attractive community to those that are looking for a type a feel that Canal Winchester has become; and in a large part because of the golf course and the atmosphere that it offers; and what comes along to having access to that sort of facility in town; I don't think I can understand a case to be made for a transition from a property like the golf course to a property like a public metro park; given the layout that doesn't affect property values; or I should say doesn't diminish property values; for the folks in Westchester; considering we have seen substantial growth and attracted strong interest in folks who bring a lot in our community by having that as a draw; I think we would lose most if not all of that cachet should we see that change; at the very least I would like to emphasize if that move is made; some stipulations that it is maintained as a golf course; to maintain that same community environment that we enjoy right now; that's really all I have to say; sorry I don't have something more polished prepared.*

## G. RESOLUTIONS

### [RES-20-006](#)

Finance

Sponsor: Clark

A Resolution Accepting The Amounts And Rates As Determined By The Budget Commission And Authorizing The Necessary Tax Levies And Certifying Them To The County Auditor ([Resolution](#))

- Adoption

**A motion was made by Clark to adopt RES-20-006; seconded by Coolman. Motion carried with the following vote:**

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

## H. ORDINANCES

**Tabled**

### [ORD-20-033](#)

Development

Sponsor: Bennett

An Ordinance Approving the Final Development Plan for the Greengate Residential Development ([Ordinance, Exhibit A](#))

- Tabled at Third Reading

*Bennett: I was going to ask if Mr. Haire could outline some of the updated amendments that has been made since this ordinance has been tabled. Haire: Thank you Mr. Bennett; so Mr. Lynch, Mr. Coolman, and myself have met with the developer on a number of occasions over the month or so; and tried to get some resolution on architectural standards for the development; make it compatible and complementary with the adjacent Red Wood Development; the developer has now included architectural standards in their development text; which is in front of you this evening; this included 8 inch eaves on all sides of the homes; include windows on all garage doors; including a minimum siding thickness of .042; adding a masonry water table of two feet in height at the front most forward wall; including two design elements on each side of each one story home; and three design elements on each two story home; and these are all standards that would very closely match those of the Red Wood Development; and a lot of the text follows our residential appearance standards from when we changed them last year. Bennett: Thank you, Mr. Haire; and thank you to the developer for coming up to the standards we are trying to update. Lynch: This is one of the first developments that has come up to meet our 98 standards and I think it is a step in the right direction for higher quality development. Clark: I would also like to commend the developer for picking up the full bill for the added lane for Hill Rd. as well.*

**A motion was made by Bennett to un-table ORD-20-033, seconded by**

***Lynch. Motion carried with the following vote:***

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

***A motion was made by Bennett to adopt ORD-20-033; seconded by Lynch. Motion carried with the following vote:***

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

***Third Reading – NONE***

***Second Reading***

**ORD-20-036**

*Development*

*Sponsor: Bennett*

An Ordinance to Authorize the Mayor to Accept an Easement for Sanitary Sewer Lines from Three Fountains CW, LLC ([Ordinance, Exhibit A](#))

*- Second Reading Only*

***First Reading***

**ORD-20-038**

*Finance*

*Sponsor: Bennett*

An Ordinance Approving The Editing And Inclusion Of Certain Ordinances As Parts Of The Various Component Codes Of The Codified Ordinances Of Canal Winchester, Ohio, And Declaring An Emergency ([Ordinance](#))

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

*Bennett: Part of the reason we are waiving the second and third reading is to get these ordinances updated and applied to our current code; these are statutes that have been adopted by the state already and this is just getting ours up to match.*

***A motion was made by Bennett to suspend the rules requiring a Second and Third reading of ORD-20-038; seconded by Coolman. The Motion was carried with the following vote:***

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

***A motion was made by Bennett to adopt ORD-20-038; seconded by Coolman. Motion was carried by the following vote:***

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

**ORD-20-039**

*Development*

*Sponsor: Lynch*

An Ordinance Authorizing The Mayor To Enter Into A Clean Ohio Trail Fund Program State/Local Grant Agreement With The Ohio Department Of Natural Resources For The Proposed McGill Park Trail Connector And To Declare An Emergency ([Ordinance, Exhibit A](#))

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

***A motion was made by Lynch to suspend the rules requiring a Second and Third reading of ORD-20-039; seconded by Bennett. The motion was carried with the following vote:***

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

***A motion was made by Lynch to adopt ORD-20-039; seconded by Bennett. The motion was carried by the following vote:***

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

*Lynch: May I get a reason for the emergency, please. Haire: for the contingencies of getting the contract complete in a timely manner. Lynch: Very good, we have been talking about this for over a year now, getting this grant and everything, so it's finally come through. Haire: Yes.*

**ORD-20-040**

*Development  
Sponsor: Clark*

An Ordinance Authorizing The Mayor To Enter Into A Tax Increment Financing Agreement With The Mountain Agency Columbus, LLC ([Ordinance, Exhibit A](#))

*- First Reading Only*

**ORD-20-041**

*Development  
Sponsor: Amos*

An Ordinance Authorizing The Mayor To Enter Into A Sign Easement Agreement With Crossroads Christian Life Center, Inc. To Provide For A Sign Easement On Parcel 184-002666 ([Ordinance, Exhibit A](#))

*- First Reading Only*

**ORD-20-042**

*Development  
Sponsor: Lynch*

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of Approximately +-0.26 Acres On West Waterloo Street To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Conveyance To Jay Jala Hospitality, LLC ([Ordinance, Exhibit A](#))

*- First Reading Only*

**I. Reports**

*Mayor's Report*

**20-192**

**Mayor's Report**

*Mayor Ebert: Thank you Mr. Walker; Just a couple things; last Friday evening we had Music in the park; It went very well; we submitted our plan to Franklin County Public Health, and they accepted our plan right off the bat; also, the Brock Strong tournament went on over the weekend; there were sixty teams; Terry Johnson sent me an email letting me know he is appreciative of the City of Canal Winchester for the use of the fields and everything we did to help them get ready for it; I also need approval for August 2020 Court Report.*

**20-184**

**August 2020 Mayor's Court Report**

***A motion was made by Bennett to approve the August 2020 Mayor's Court Report; seconded by Amos. The motion carried with the following vote:***

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

*Fairfield County Sheriff- Sergeant Hendershot: We had 473 dispatched calls; 1262 pickup runs; with 276 multiple unit calls; took 94 reports; 36 addendums; traffic stops we had 256 with 64 of those being citations; and gave out 235 warnings; 1 felony arrest; 12 misdemeanor arrest; couple OVI arrest; 10 summons; 56 misdemeanors charges filed; 11 felony charges filed; busy time 1<sup>st</sup> shift had 71.8%; 2<sup>nd</sup> shift 78.1%; and 3<sup>rd</sup> shift had 55.8% equaling 69% busy time; the Mayor didn't mention it, so I will briefly we did have a meeting with Madison Township Chief; we talked about options and how they can document how they are in Canal Winchester; I think the meeting went well and they took a lot away from it; and we continue the relationship and them coming to help us out; that's all I have.*

*Law Director- Mr. Hollins: Just to make your night better, we do have a request for executive session; topics are potential acquisition of real estate; as well as personal; specifically appointment of a public employee; and that's my report unless you have any questions; obviously at some point in time on the agenda we can discuss the status of the golf course, if you want to do it now.*

*Walker: Lets, if we can, do it now. Hollins: OK, let me jump in from a legal standpoint; our understanding is, it is currently in contract to be purchased; there is a grant process that has not reached its ultimate conclusion; and I know the Metro Parks will be having a meeting about that; nothing has been submitted to us; when it is in contract, we are always careful; because there are such things; and I am not saying there any potential claim against us; but you don't want to interfere with contracts; we don't want to jump in a fray that's between two people and have one of them come after us; not speaking about this specific application- they have hired fine attorneys to represent them for the Metro Parks; and I think through this process so far with the public, they have become aware with some zoning restrictions; but potentially someone was mentioning restrictions; and those are types of things that during their due diligence process under this contract they want to take a very close look at this; we would be happy to talk to their attorneys about our understanding of the zoning restrictions under their due diligence process; I can tell you that when you are dealing with a counterpart public body like Metro Parks; our zoning restrictions does not apply at all to Federal Government; step back to State Government and State agencies and state created bodies like Metro Parks; its then a gray area; it's a balancing act; there have been court cases about if parks have to comply with things like that; that's why I am saying they have good council; and they will want to look closely at them and make reasonable efforts and we will encourage them to speak with our residents and go through their process and then see if they choose to conclude the transaction and take the grant money; and if they don't, it may open up other options; those options are not possible right now because it is in contract; that is the dying tour of what is going on; we will provide them with as much information; to make sure that have a full understanding of the context before they execute on a purchase contract.*

*Walker: Thank you, so we as Council need to be just updated on the research that is done. Hollins: We will get you some legal research in the form of a memo; so Council is up to speed on the nuts and bolts of the zoning laws; I can get you that via attorney client privilege at this point; I want to let you know information is our best friend at this point we want to get as much information as we can; public input is critical at this point; the interested parties would want know what the public thinks; and they have not sought that out yet. Bennett: So, reading between the legal lines- am I hearing you say, we as city officials have to be careful about how many comments or our public comments; because if our*

comments were seen to cause some divide in the sale or the sale would fall through because of our comments that the city could then become liable. Hollins: That is exactly right; there is only so much we can do when there has been no application presented to us; our residents first stop right now should be with Metro Parks; if something is presented to us where we would intervene; but at this point we have not hit that juncture. Bennett: So I am hearing be cautious; so that also the public is aware of it; I know there was a public meeting yesterday with the Metro Parks; they have a board meeting coming up a week from today at 3 p.m. at Walnut Woods. Hollins: and before that meeting we will be working with their attorneys for Metro Parks so they are better prepared for that meeting. Clark: are we OK to attend that meeting and not say anything. Hollins: you can always attend as a private member of society, if you don't then get together and have a discussion about it. Lynch: it was brought to my attention from P. Klipa, he was asking about an ordinance 59-90 application 89-19 condition 9. Hollins: Yes, the original Westchester zoning. Lynch: and the fact that it states any deviation has to go through P&Z as well as Council to be approved; so if you can look into that and let us know; and then can override city zoning, is that what I am hearing. Hollins: there are some level of state immunity to local zoning requirements; it's a gray area; let's say there were to be a zoning restriction; for a private land owner it would be black and white; but for a public body it becomes gray; matters of policy and matters of politics I think Metro Parks would want that information; Metro Parks requested a public records request about the zoning codes just today. Lynch: So they are doing their due diligence now, as appose to after they were to close. Hollins: Yes, they are trying to get as much information as they can. Clark: If we all agreed we wanted to see that stay a golf course and not turned into a park; what resolution/document could we express to Metro Parks if they purchase it that we can show we want it to stay a course. Hollins: I do not know the process, and how other bodies can express their desires; I know there is a letter of support. Bennett: Back to what you were saying about the letters of support; for grant processes I know that when we do OPW Grants we do a public meeting, we ask people to write letters of support, they also have the ability to write letters of opposition; I know the city did not write a letter of support; but can the residents write letters of opposition to the grant making authority. Hollins: They would have accepted any type of written submission from the residents; but it is my understanding it has already been through the local there's a district reviewer; and it has been forwarded to the state; it would have been back during the review process; which was back in May. Bennett: and yet it was never public.

Finance Director

[20-187](#)

[Finance Report](#)

Jackson: I have nothing in addition to my report or to Work Session this evening.

[20-195](#)

[August 2020 Financial Statements](#)

Public Service Director

Peoples: I have nothing to add.

[20-190](#)

[Public Service Project Updates](#)

[20-191](#)

[Construction Services Report](#)

Development Director

Haire: There has been a lot of question about the parcel next to Panda Express; that is a future location of Bank of America; there is a strip center planned for across the street in front of Aldi, which will have the Smoothie King.

20-193Development Report**J. Council Reports**

Work Session/Council - Monday, September 21, 2020 at 6:00 p.m.

Work Session/Council - Monday, October 5, 2020 at 6:00 p.m.

CW Human Services - Milliken: Pantry numbers are up 100 new clients this month; they are looking at starting to think about the Reindeer Run; but that is if we hold Christmas in the village; adopt a family happening in October; Aletha wants to use her emergency fund; so if you know someone who needs assistance, please reach out; we are looking to hire another driver.

CWICC - Mr. Clark: Next meeting is September 30th at 11:30 at the Interurban; McDorman update from today; we went over more final budget numbers; going through item by item type and what material is going where; it is looking like legislation is going to be ready it's not confirmed yet; the first meeting in October; am I right Ms. Jackson. Jackson: That's what we discussed today but we will see if we hit that target or not. Clark: So if it is no that then it will be the second meeting in October; that's is all I have.

CWJRD - Mr. Bennett: Bennett: Next meeting it going to be on September 17th at 7pm and those are held online of course; the JRD also have several adult programs; feel free to sign up Mr. Clark; adult tennis is kicking back off; adult soccer will start this Sunday; and then we just received clearance from the school to proceed with our men's basketball program and our indoor volleyball; and then I guess um, I would also, just like to take a moment to address some of the feedback received on the Joint Rec doing some racial bias training; while I would be all for it; I think we have to be... we need to developed a plan with how to proceed with that; that challenge again is; the Joint Rec is a registration funded model; so whatever your cost are that is what the cost is to run the program; requiring extra training for coaches; that is an extra cost; so that will drive up our registration cost; now that challenge that we have is; we are short volunteers; so we need to look at how to compensate volunteer; that will also drive up cost; and we already hear that our prices are high; and that raising those cost also has a negative effect on minority families and families of color; there is a very fine line of how we navigate that; even though I am whole heartily committed to racial equality and providing the best programs we can; we have the fiscal responsible programs; I guess that's just my comment; we will continue to look forward into that; I have no problem hiring full time employees; currently we have one; and asking them to complete that training; but asking every coach; again, in theory it's a great practice; but then asking that requirement for 30 soccer coaches; the cost again; just wanted to share with everyone we are taking it seriously; but there are other factors that weigh into that; you could see your fees go up; and then a challenge to those families who are already struggling to pay those fees; we don't want to drive a bigger impact on them; I just wanted to share that with the public; there are two sides to that coin; and like I told Mr. Clark; I have no problem making it a requirement to those who receive a benefit from the Joint Rec; but currently coaches don't, and if I give them that it drives up registration cost; Ms. Amos, do you have anything to add. Amos: No, actually; I was thinking along the same lines; there are so many factors we need to weigh in; we will continue to looking into resources. Bennett: Yeah, there

*may be grants we may be able to apply for that could enable us to do that; just bear with us if we don't implement these strategies immediately; we also have a fiscal responsibility to everyone.*

*Destination: Canal Winchester - Mr. Walker: 22nd annual meeting will be at 6:30 on September 26<sup>th</sup> the destination for that is unknown right now with COVID; the Farmers Market will run through the end of September. Coolman: I would like to add the Reindeer Run is a Destination event; Let Aletha know we still might have it even if there is no Christmas in the Village; it all depends on where we are at this this COVID thing; we are looking to grow it bigger; also on the meeting Mr. Walker mentioned; originally we were going to have it virtually; but now we are going to have it in person with; we are looking at locations that we can have proper spacing; we will broadcast that once we figure it out.*

#### **K. Old/New Business**

*Milliken: I just want to go back to the golf course for a moment here; for those who couldn't get away from our Labor day plans; there were people here in attendance yesterday; is there anything noteworthy that we should put on recorder. Walker: according to Mr. Hollins; Mr. Clark was there and Mr. Bennet was the; but at this point- Mr. Hollins? Milliken: I just wanted to know what went on there. Hollins: There should be minutes somewhere. Bennett: It was an open house sort of public forum invite; what I would share is there were 100 or so residents, and they expected a good crowd; a week from today at 3 PM Walnut Woods is there next meeting. Hollins: It is going to be a continuing conversation. Bennett: That is what they are doing Tuesday; they were going to at that time authorize the executive director to proceed. Hollins: The only public vote they have taken is to apply for the grant; there last vote has not been taken yet. Bennett: Something that the executive director made clear was their date to close is December 15<sup>th</sup>; so they are in their due diligence period. Walker: I didn't even know the meeting existed until Saturday; I can only imagine part of council not knowing about it.*

#### **L. Adjourn to Executive Session @ 8:05 p.m.**

***A motion was made by Bennett to adjourn to Executive Session; seconded by Lynch. Motion was carried with the following vote:***

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

***Council returned from Executive Session at 9:41 p.m.***

#### **M. Adjournment @ 9:42 p.m.**

***A motion was made by Lynch to adjourn City Council; seconded by Bennet. Motion was carried with the following vote:***

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

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Clerk of Council](#)  
**Subject:** [EXTERNAL] Online Form Submittal: Public Comment Submission  
**Date:** Friday, September 18, 2020 9:05:59 AM

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## Public Comment Submission

### Public Comment

*Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting.*

First Name	Shawn
Last Name	Nyahay
Street Address	6505 Ashbrook Village Dr
City	Canal Winchester
State	OH
Zip	43110
Email Address	info091178@gmail.com
Meeting Date	8/17/2020
Subject/Topic	Followup
Comment	Just doing a followup on my records request on cell phone information/usage during preives months council meetings by councilmen Lynch

Email not displaying correctly? [View it in your browser.](#)

**RESOLUTION NO. 20-007**

**A RESOLUTION APPROVING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL FOR THE FRANKLIN COUNTY TAX ABATEMENT AREAS WITHIN THE CITY OF CANAL WINCHESTER**

WHEREAS, the City of Canal Winchester has the statutory authority to create or be a part of various zones that provide economic development incentives, which include Community Reinvestment Areas, Enterprise Zones, and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City Council may consider entering into agreements with private sector entities engaged in economic development which divert or abate tax revenues as an incentive to encourage particular economic development projects to occur; and

WHEREAS, in the creation of these zones, O.R.C. 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be created for each of the zones as required to review these agreements between the City or County and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, each TIRC is mandated to review and make formal recommendations as to the compliance of the terms of each agreement within its zone on an annual basis prior to September 1 for the preceding year that concluded on December 31; and

WHEREAS, the recommendations of each TIRC are required to be forwarded to the City Council within 60 days of making the recommendations and the Council is required to act upon those recommendations;

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

SECTION 1. That the Canal Winchester Tax Incentive Review Council for any zones located in Franklin County is required to review agreements as of December 31, 2019 has done so and has forwarded its recommendations to the City Council.

SECTION 2. The City Council has taken the recommendations under consideration within the 60-day time frame.

SECTION 3. The City Council accepts the recommendations of the TIRC to accept the report and continue the agreement for all the properties described below:

a. Canal Winchester Community Reinvestment Area #1

	<u>Parcel Number</u>	<u>Property Owner</u>
1.	184-000045	4 East Waterloo, LLC
2.	184-000123	4 East Waterloo, LLC
3.	184-000197	Waterloo High, LLC
4.	184-000227	RRCT, LLC
5.	184-000229	25 N High, LLC
6.	184-000241	Makdrew Development Co, LLC
7.	184-000258	Lynch Investment Properties, LLC
8.	184-000282	60 Elm, LLC
9.	184-000321	City of Canal Winchester
10	184-000733	Lark Enterprise Inc
.		
11	184-000789	Mark Caulk
.		
12	184-000855	BrewDog Columbus, LLC
.		
13	184-001376	MGD Investments, LLC
.		
14	184-002270	TS Trim Industries Inc

15 184-003240

Canal Winchester Holdings, LLC

b. Canal Winchester Community Reinvestment Area #2

	<u>Parcel Number</u>	<u>Property Owner</u>
1.	184-000426	Zealer, Carl C

c. Gender Road Public Improvement TIF – approve report and continue

SECTION 4. That this resolution shall take effect and be in force from and after its passage.

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.

\_\_\_\_\_  
Finance Director/Clerk of Council

TAX YEAR 2019 STATUS REPORT FOR:

RES-20-007  
Exhibit

CANAL WINCHESTER C.R.A. #1

PARCEL #	OWNER'S NAME	TERMS	ABT TYPE	TOTAL APPRAISED VALUE	TOTAL ABATED VALUE	EST. FOREGONE TAX	TAX STATUS	ESTIMATED # OF JOBS	EFF. TAX YEARS	BUILDING STATUS	INSPECTION DATE
184-000045	4 EAST WATERLOO LLC	10 YRS / 100%	REMOD	200,000	43,000	\$ 1,425.63	Current	4	2016-2025	maintained	3/25/2020
184-000123	4 EAST WATERLOO LLC	10 YRS / 100%	REMOD	205,200	37,100	\$ 1,230.49	Current	2	2016-2025	maintained	3/25/2020
184-000197	WATERLOO HIGH LLC	10 YRS / 100%	REMOD	135,000	26,700	\$ 885.67	Current	8	2016-2025	maintained	3/25/2020
184-000227	RRCT LLC	10 YRS / 100%	REMOD	350,000	90,000	\$ 2,983.88	Current	27	2019-2028	maintained	3/25/2020
184-000229	25 N HIGH LLC	10 YRS / 100%	REMOD	182,000	98,900	\$ 3,279.41	Current	2	2017-2026	maintained	3/25/2020
184-000241	MAKDREW DEVELOPMENT CO LTD	10 YRS / 100%	REMOD	201,600	65,200	\$ 1,817.58	Current	0	2010-2019	maintained	3/25/2020
184-000258	LYNCH INVESTMENT PROPERTIES LLC	10 YRS / 100%	REMOD	92,300	32,500	\$ 1,077.98	Current	2	2017-2026	maintained	3/25/2020
184-000282	60 ELM LLC	10 YRS / 100%	REMOD	1,600,000	637,000	\$ 21,119.10	Current	15	2019-2028	maintained	3/25/2020
184-000321	BOB MCDORMAN REAL ESTATE LLC	15 YRS / 100%	NEW CONST	2,057,900	2,005,800	\$ 66,500.28	Current	0	2015-2029	maintained	3/25/2020
184-000733	LARK ENTERPRISES INC	10 YRS / 100%	REMOD	380,000	147,200	\$ 4,880.27	Current	22	2013-2022	maintained	3/25/2020
184-000789	CAULK MARK	5 YRS / 100%	REMOD	209,500	113,300	\$ 3,077.75	Current	0	2019-2033	maintained	3/25/2020
184-000855	BREWDOG COLUMBUS LLC	15 YRS / 100%	NEW CONST	13,770,700	12,435,400	\$ 412,283.18	Current	135	2017-2031	maintained	3/25/2020
184-000855	BREWDOG COLUMBUS LLC	15 YRS / 100%	NEW CONST				Current		2019-2033	maintained	3/25/2020
184-001376	MGD INVESTMENTS LLC	10 YRS / 100%	REMOD	110,200	31,900	\$ 889.69	Current	6	2017-2026	maintained	3/25/2020
184-002270	TS TRIM INDUSTRIES INC	15 YRS / 100%	NEW CONST	10,500,000	5,743,300	\$ 190,413.82	Current	394	2014-2028	maintained	3/25/2020
184-003240	CANAL WINCHESTER HOLDINGS LLC	15 YRS / 100%	NEW CONST	1,335,000	1,135,900	\$ 37,660.09	Current	26	2017-2031	maintained	3/25/2020
			<b>TOTALS:</b>	<b>31,329,400</b>	<b>22,643,200</b>	<b>\$ 749,524.82</b>		<b>643</b>	<b>1 EXPIRES</b>		

## Gender Road Tax Increment Finance District

created by Ordinance 13-34 on November 5, 2013  
amended by Ordinance 16-037 on December 19, 2016  
and Ordinance 17-059 on December 18, 2017  
30 year (non-school) TIF at 100%

Dollar Amount Deposited into the TIF in 2019:	\$230,211.05
Cumulative amount deposited:	\$649,924.05

Dollar Amount expensed from the TIF in 2019:	\$82,912.33
Cumulative amount expended:	\$271,701.33

Year first payment made	2015
Year of first expenditure	2015

	<b>Current TIF Agreements and Liabilities as of 2019</b>	<b>Outstanding</b>
CW Holdings ORD 15-040	\$380,589.50	\$ 260,589.50
Propero Canal Winchester	\$100,000.00	\$ -
City of CW -Hanners Park ORD 15-033	\$400,000.00	\$ 360,000.00
Central Ohio Transit Authority ORD 18-016	\$ 949,513.00	\$ 949,513.00
Opus - Winchester Blvd. ORD 19-024	\$600,000.00	\$600,000.00
Totals	\$2,430,102.50	\$ 2,170,102.50

**RESOLUTION NO. 20-008**

**A RESOLUTION APPROVING THE RECOMMENDATIONS OF THE TAX INCENTIVE REVIEW COUNCIL FOR THE FAIRFIELD COUNTY TAX ABATEMENT AREAS WITHIN THE CITY OF CANAL WINCHESTER**

WHEREAS, the City of Canal Winchester has the statutory authority to create or be a part of various zones that provide economic development incentives, which include Community Reinvestment Areas, Enterprise Zones, and Tax Increment Financing Districts; and

WHEREAS, upon their creation of such zones, the City Council may consider entering into agreements with private sector entities engaged in economic development which divert or abate tax revenues as an incentive to encourage particular economic development projects to occur; and

WHEREAS, in the creation of these zones, O.R.C. 5709.85 provides that a Tax Incentive Review Council (TIRC) shall be created for each of the zones as required to review these agreements between the City or County and the private sector entities to establish compliance to the terms of the agreements; and

WHEREAS, each TIRC is mandated to review and make formal recommendations as to the compliance of the terms of each agreement within its zone on an annual basis prior to September 1 for the preceding year that concluded on December 31, 2019; and

WHEREAS, the recommendations of each TIRC are required to be forwarded to the City Council within 60 days of making the recommendations and the Council is required to act upon those recommendations;

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

SECTION 1. That the Canal Winchester Tax Incentive Review Council for any zones located in Fairfield County required to review agreements as of December 31, 2019 has done so and has forwarded its recommendations to the City Council.

SECTION 2. The City Council has taken the recommendations under consideration within the 60-day time frame.

SECTION 3. The City Council accepts the recommendations of the TIRC to accept the report and continue the agreement for all the properties described below:

a. CRA No. 2—Fairfield County

	<u>Parcel Number</u>	<u>Property Owner</u>
1.	0420376360	NIFCO American Corporation
2.	0420376230	8260 Industrial, LLC
3.	0420376240	Busey Road Office Venture 1 LLC
4.	0420376301	7895 Dove Parkway LLC
5.	0420376290	The Combs Group LLC
6.	0420376202	Tobin, Margaret E & Richard M
7.	0420376201	AK Athletic Equipment Inc
8.	0420376270	Prestifilippo Real Estate Ltd
9.	0420376203	Manifold Phalor Real Estate LLC
10.	0420376020	JS Winchester Enterprises
11.	0420376205	Lucky Bones Real Estate, LLC
12.	0420376010	7890 Robinett, LLC
13.	0420376206	Sebastian/Bohls Family Partnership

b. Diley Road TIF – accept report and continue agreement

c. Greengate TIF – accept report and continue agreement

SECTION 4. That this resolution shall take effect and be in force from and after its passage.

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.

\_\_\_\_\_  
Finance Director/Clerk of Council

## TAX YEAR 2019 STATUS REPORT FOR:

## CANAL WINCHESTER CRAWFORD

## 2019 Tax Incentive Review Council for Canal Winchester Community Reinvestment Area #2

PARCEL NUMBER	CURRENT OWNERS NAME	TERMS	PROP CLASS	ANNUAL TAX PAID	TAX STATUS	CURRENT # OF EMPLOYEES	EFFECTIVE YEARS	DATE PROPERTY INSPECTED
0420376360	NIFCO AMERICA CORPORATION	100%/ 15 years	I		Current	701	2007-2021	3/25/2020
0420376360	NIFCO AMERICA CORPORATION	100%/ 15 years	I	\$131,756.73	Current		2018-2032	3/25/2020
0420376230	8260 INDUSTRIAL, LLC	100%/ 15 years	I	\$4,223.68	Current	24	<b>2005-2019 LAST YEAR</b>	3/25/2020
0420376240	BUSEY ROAD OFFICE VENTURE 1 LLC	100%/ 15 years	I	\$3,452.17	Current	40	2006-2020	3/25/2020
0420376301	7895 DOVE PARKWAY LLC	100%/ 15 years	I	\$3,725.36	Current	27	2007-2021	3/25/2020
0420376290	COMBS GROUP THE LLC	100%/ 15 years	I	\$2,597.04	Current	19	2009-2023	3/25/2020
0420376202	TOBIN MARGARET E & RICHARD M	100%/ 15 years	I	\$5,481.84	Current	27	2009-2023	3/25/2020
0420376201	AK ATHLETIC EQUIPMENT INC	100%/ 15 years	I	\$5,741.32	Current	30	2010-2024	3/25/2020
0420376270	PRESTIFILIPPO REAL ESTATE LTD	100%/ 15 years	I	\$2,851.78	Current	8	2010-2024	3/25/2020
0420376203	MANIFOLD PHALOR REAL ESTATE LLC	100%/ 15 years	I	\$12,390.92	Current	73	2011-2025	3/25/2020
0420376020	JS WINCHESTER ENTERPRISES	100%/ 15 years	I	\$2,494.42	Current	5	2015-2029	3/25/2020
0420376205	LUCKY BONES REAL ESTATE LLC	100%/ 15 years	I	\$2,035.82	Current	21	2015-2029	3/25/2020
0420376010	7890 ROBINETT LLC	100%/ 15 years	I	\$2,559.44	Current	12	2016 - 2030	3/25/2020
0420376206	SEBASTIAN/BOHLS FAMILY	100%/ 15 Years	I	\$8,545.94	Current	27	2017-2031	3/25/2020

**\$179,310.52****1014**

## **Diley Road Tax Increment Finance District**

created by Ordinance 73-07 on December 17, 2007

amended by Ordinance 45-08 on July 21, 2008

30 year (non-school) TIF at 100%

Dollar Amount Deposited into the TIF in 2019:	\$207,346.65
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Cumulative amount deposited:	\$1,569,041.16
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Dollar Amount expended from the TIF in 2019:	\$2,704.20
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Cumulative amount expended:	\$22,339.20
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Year first payment made	2011
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Year of first expenditure	2011
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Current TIF Agreements and Liabilities as of 2019

Diley Ridge Medical Center Agreement	\$881,880.00
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**Greengate Public Improvements Tax Increment Finance District**

created by Ordinance 17-058 on November 20, 2017

30 year (non-school) TIF at 100%

Dollar Amount Deposited into the TIF in 2019:	\$28,789.16
Cumulative amount deposited:	\$28,789.16

Dollar Amount expensed from the TIF in 2019:	\$379.73
Cumulative amount expended:	\$379.73

Year first payment made	2019
Year of first expenditure	2019

Current TIF Agreements and Liabilities as of 2019	
Shrimangeshi LLC Agreement - ORD 17-061	\$980,000.00

**ORDINANCE NO. 20-036**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR SANITARY SEWER LINES FROM THREE FOUNTAINS CW, 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 the purposes of future sanitary sewer services to properties located between Groveport Road and Comorant Way;

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 sanitary sewer lines, with the terms attached hereto as Exhibit A, and as more fully described in the legal description and plat of survey for Sanitary Sewer Easement attached hereto as Exhibit B and incorporated herein by reference.

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

\_\_\_\_\_  
Finance Director/Clerk of Council

**SANITARY SEWER EASEMENT**

This Sanitary Sewer Easement (the “Easement”) is granted this \_\_\_\_ day of \_\_\_\_\_, 2020 by **THREE FOUNTAINS CW, LLC**, an Ohio limited liability company (“Grantor”), whose address is 999 Polaris Parkway, Columbus, Ohio 43240, to the **CITY OF CANAL WINCHESTER**, an Ohio municipal corporation (“Grantee”), whose address is 36 South High Street, Canal Winchester, Ohio 43110, under the following circumstances:

WHEREAS, Grantor is the owner of certain land located in Franklin County, Ohio, identified as Parcel No. 184-003481 of the Franklin County, Ohio Auditor’s records and described in Exhibit A attached hereto (the “Grantor Property”) pursuant to the deed of record Instrument number 202006080079097 ; and

WHEREAS, Grantor hereby desires to grant to Grantee and its assignees an easement to use a part of the Grantor Property for the construction, operation, maintenance, repair, replacement or removal of a sanitary sewer line within the Sanitary Sewer Easement Area (defined below).

NOW, THEREFORE, in consideration of the terms and agreements contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grant of Sewer Easement. Grantor does hereby grant to Grantee a perpetual sanitary sewer easement on, over, under and across that portion of the Grantor Property as described in Exhibit B (the “Sewer Easement Area”) attached hereto and incorporated herein for the purpose of construction, operation, maintenance, repair, replacement or removal of a sanitary sewer line (the “Sanitary Sewer Easement”).

2. Restrictions. No buildings or other structures of any kind which can interfere with access to the Sanitary Sewer Easement Area, or shall be placed in or upon the Sanitary Sewer Easement Area. Grantor further agrees not to physically alter the Sanitary Sewer Easement Area so as to (i) reduce clearances of underground sewer facilities, (ii) impair the land support of said sewer facilities, (iii) impair ability to maintain the sewer facilities or (iv) create a hazard.

3. Covenants Running with the Land. The rights, agreements, representations, warranties and easements set forth in this Easement are intended to be and shall be construed as covenants running with the land binding upon, inuring to the benefit of and enforceable by Grantee and Grantor, their respective heirs, personal representatives, successors and assigns, as the case may be.

4. Notices. Except as noted below, all notices required or permitted hereunder shall be in writing and deemed served upon hand delivery to such other party, as indicated upon the return receipt if delivered via United States mail, postage prepaid, certified or registered mail, return receipt requested, or as indicated upon the records of a nationally recognized overnight delivery service, if delivered in that manner, addressed to the other party at the addresses set forth in this Easement or at such other address as each party may designate by written notice to the other party from time to time.

5. Amendment. This Easement may be amended only by written instrument duly executed and recorded by Grantor and Grantee.

6. Severability. If any provision of this Easement or the application of that provision to any person or circumstance shall to any extent be invalid or unenforceable under applicable law, the remainder of this Easement or the application of the provisions to other persons or circumstances shall not be affected and each provision of this Easement shall be valid and enforceable to the fullest extent provided by law.

7. Assignment. Grantee shall have the right to assign its rights or benefits under this Easement, without prior written consent of Grantor. In the event any applicable assignee requires the execution of a new sanitary sewer easement in place of an assignment, Grantor agrees to execute a new sanitary sewer easement for such assignee as it may require.

8. No Partnership. This Easement shall not create an association, partnership, joint venture or a principal and agency relationship between the parties or their respective heirs, successors or assigns, as the case may be.

9. Miscellaneous. Grantor covenants with Grantee that Grantor is the owner of the Grantor Property, including the Sewer Easement Area and the Temporary Construction Easement Area,

and has full power and authority to convey the rights conveyed by this Easement. The laws of the State of Ohio shall apply to this Easement. No waiver or breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute a waiver of, any other breach or a waiver.

(SIGNATURE PAGE FOLLOWS)

Grantor has executed this document on the date set forth in the notary statement below.

**GRANTOR:**

**Three Fountains CW, LLC,**  
an Ohio limited liability company

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

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

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

STATE OF OHIO            )  
  ) SS  
COUNTY OF FRANKLIN )

Sworn to and acknowledged before me, a notary public, this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, the \_\_\_\_\_ of Three Fountains, LLC, an Ohio limited liability company, the Grantor of the foregoing Easement.

\_\_\_\_\_  
Notary Public

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

## EXHIBIT A

FRANKLIN COUNTY, OH

Recorded: 06/08/2020 09:48:37 AM

Instrument #: 202006080079097

Page: 5 of 7

### 8.603 ACRES

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 25, Township 11, Range 21, Congress Lands, being part 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, for reference, at a mag nail set at the centerline intersection of Groveport Road and Thrush Drive;

Thence South 88° 03' 40" East, with the centerline of said Groveport Road, a distance of 419.41 feet to a point in the westerly line of that 0.533 acre tract conveyed to the City of Canal Winchester by deed of record in Instrument Number 201904180044777;

Thence South 00° 33' 24" West, with said westerly line, a distance of 40.00 feet to an iron pin set at the southwesterly corner thereof, at the northeasterly corner of that 3.600 acre tract conveyed to New Faith Church Assembly of God by deeds of record in Instrument Numbers 201610070136728 and 201705300072165, the TRUE POINT OF BEGINNING for this description:

Thence South 88° 03' 40" East, with the southerly line of said 0.533 acre tract, a distance of 366.03 feet to an iron pin set at the southeasterly corner thereof, in the westerly line of that 1.927 acre tract conveyed to Connie S. Beane by deeds of record in Instrument Numbers 201906060066864 and 201906060066867, in the common line of Section 25, Township 11, Range 21 and Section 30; Township 15, Range 20;

Thence South 00° 15' 00" East, with said common line and with the westerly line of said 1.927 acre tract, a distance of 312.43 feet to an iron pin set at the northwesterly corner of that 25.466 acre tract conveyed to Grand Communities Ltd. by deed of record in Instrument Number 201706280088119 (reference a bent ¼" iron pin found 0.71' south and 1.01' west of said set pin), said pin set being located, said pin set being located North 00° 15' 00" West, a distance of 1893.63 feet from FCGS monument number 9949;

Thence South 10° 52' 13" West, with the westerly line of said 25.466 acre tract, a distance of 107.80 feet to an iron pin set at the northwesterly corner of the subdivision entitled "The Villages at Westchester Section 10 Part 2", of record in Plat book 125, Page 8;

Thence South 00° 05' 12" East, with the westerly line of said subdivision, a distance of 623.87 feet to an iron pin set at the northwesterly terminus of the right-of-way of Cormorant Way;

Thence North 88° 17' 46" West, crossing said 19.150 acre tract, a distance of 358.09 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, at the northeasterly terminus of the right-of-way of Cormorant Drive;

Thence North 00° 33' 24" East, with the easterly lines of said 2.117 acre tract, that 0.824 acre tract conveyed as Parcel Two to Lee Grant Property Management, LLC by deed of record in Instrument Number 201009200122093, and said 3.600 acre tract, a distance of 1043.94 feet to the TRUE POINT OF BEGINNING, containing 8.603 acres 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.

N-012-FFA  
ALL OF  
(184)  
002267

EVANS, MECHWART, HAMBLETON & TILTON, INC.

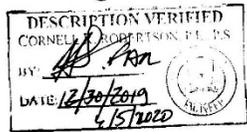
Matthew A. Kirk

10 Dec 19

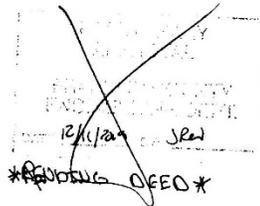
Matthew A. Kirk

Date

Professional Surveyor No. 7865



T.N.N.  
TO CORRECT WRITE UP  
TO BE  
SPLIT  
8.603  
OUT OF  
(184)  
2267  
(NEW PARCEL  
is  
(184)  
3481)



**EXHIBIT B**

**SANITARY SEWER EASEMENT  
0.827 ACRE**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 25, Township 11, Range 21, Congress Lands, being on, over and across that 8.603 acre tract of land conveyed to Three Fountains CW, LLC by deed of record in Instrument Number 201912300174635 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at the northwesterly corner of said 8.603 acre tract, the northeasterly corner of that 3.600 acre tract conveyed to New Faith Church Assembly of God by deeds of record in Instrument Numbers 201610070136728 and 201705300072165, in the southerly right of way line of Groveport Road;

Thence South 88° 03' 40" East, with said southerly right of way line, a distance of 146.90 feet to the TRUE POINT OF BEGINNING for this description;

Thence South 88° 03' 40" East, with said southerly right of way line, a distance of 20.01 feet to a point;

Thence crossing said 8.603 acre tract the following courses and distances:

South 00° 33' 24" West, a distance of 284.10 feet to a point;

South 72° 45' 51" East, a distance of 90.30 feet to a point;

South 00° 33' 24" West, a distance of 251.94 feet to a point;

North 89° 26' 36" West, a distance of 20.00 feet to a point;

North 00° 33' 24" East, a distance of 237.05 feet to a point;

North 72° 45' 51" West, a distance of 77.79 feet to a point;

South 53° 27' 21" West, a distance of 54.52 feet to a point;

South 00° 33' 24" West, a distance of 647.94 feet to a point;

South 40° 07' 45" East, a distance of 45.07 feet to a point;

North 88° 48' 30" East, a distance of 82.66 feet to a point;

North 00° 33' 24" East, a distance of 260.35 feet to a point;

South 89° 26' 36" East, a distance of 20.00 feet to a point; and

South 00° 33' 24" West, a distance of 290.16 feet to a point;

Thence North 88° 17' 46" West, with the northerly line of the remainder of that 19.150 acre tract conveyed to Rockford Homes, Inc. by deed of record in Instrument Number 200210090253068, and the northerly right of way line of Cormorant Drive, a distance of 107.40 feet to a point;

Thence crossing said 8.603 acre tract the following courses and distances:

North 40° 07' 45" West, a distance of 68.44 feet to a point;

North 00° 33' 24" East, a distance of 665.30 feet to a point;

North 53° 27' 21" East, a distance of 64.57 feet to a point; and

**SANITARY SEWER EASEMENT  
0.827 ACRE**

-2-

North 00° 33' 24" East, a distance of 287.05 feet to the TRUE POINT OF BEGINNING,  
containing 0.827 acre of land, more or less.

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

*Matthew A Kirk*

29 JULY 20

Matthew A. Kirk  
Professional Surveyor No. 7865

MAK:td  
0\_827 ac. 20190401-VS-ESMT-SSWR-01





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

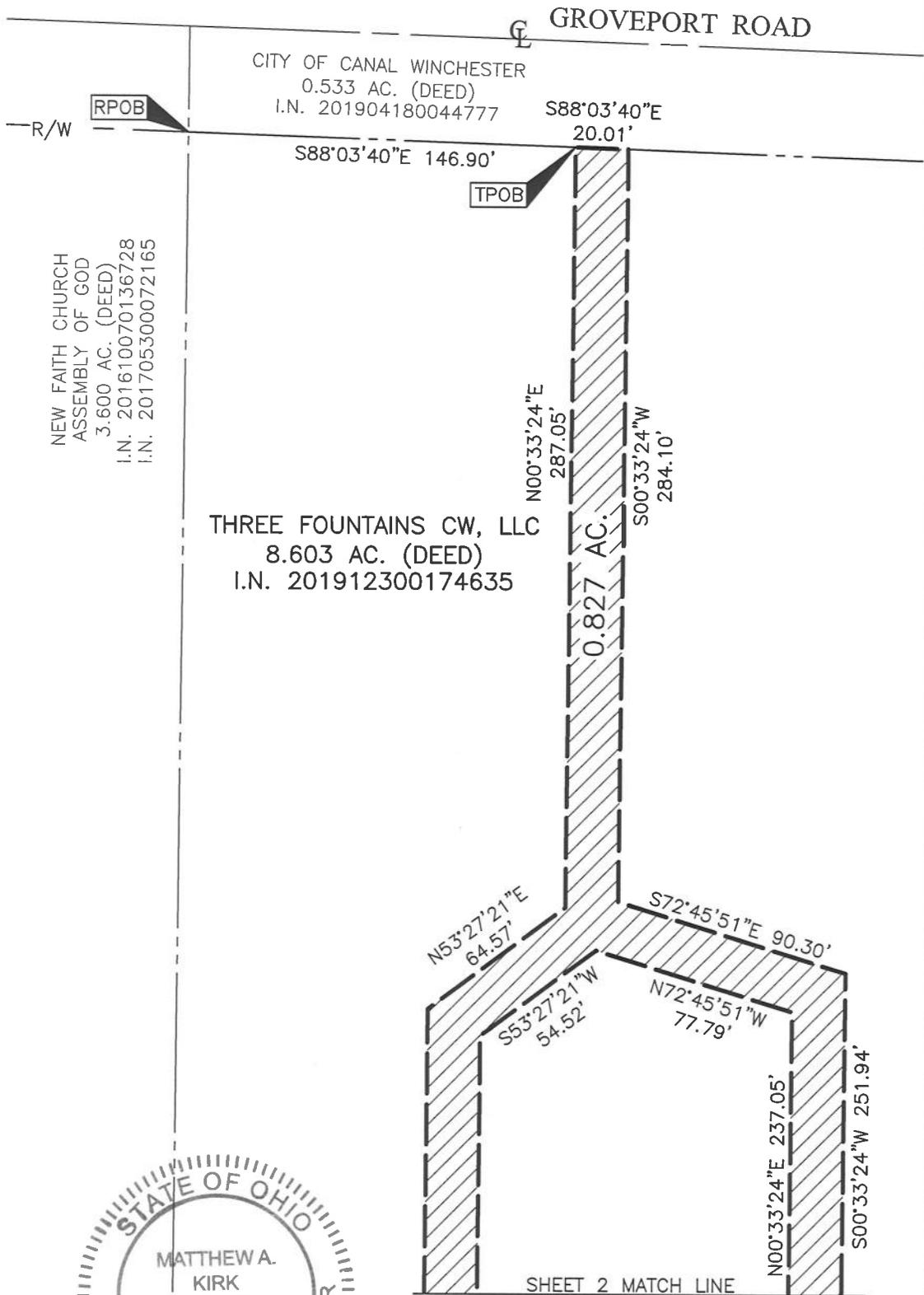
# SANITARY SEWER EASEMENT

SECTION 25, TOWNSHIP 11, RANGE 21  
 CONGRESS LANDS  
 CITY OF CANAL WINCHESTER,  
 COUNTY OF FRANKLIN, STATE OF OHIO

Date: July 29, 2020

Job No: 2019-0401

Scale: 1" = 60'



J:\20190401\DWG\04SHEETS\EASEMENTS\20190401-VS-ESMT-SSWR-01.DWG plotted by KIRK, MATTHEW on 7/29/2020 12:16:50 PM last saved by TDIROMA on 7/29/2020 11:07:56 AM  
 Xrefs:



*Matthew A. Kirk*

Matthew A. Kirk  
 Professional Surveyor No. 7865  
 mkirk@emht.com

29 July 20  
 Date



GRAPHIC SCALE (in feet)



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

**SANITARY SEWER EASEMENT**  
 SECTION 25, TOWNSHIP 11, RANGE 21  
 CONGRESS LANDS  
 CITY OF CANAL WINCHESTER,  
 COUNTY OF FRANKLIN, STATE OF OHIO

Date: July 29, 2020

Job No: 2019-0401

Scale: 1" = 60'

J:\20190401\DWG\04SHEETS\EASEMENTS\20190401-VS-ESMT-SSWR-01.DWG plotted by KIRK, MATTHEW on 7/29/2020 12:16:09 PM last saved by TDIROMA on 7/29/2020 11:07:56 AM

SHEET 1 MATCH LINE

N89°26'36"W  
20.00'

THREE FOUNTAINS CW, LLC  
 8.603 AC. (DEED)  
 I.N. 201912300174635

N00°33'24"E 665.30'

0.827 AC.

S00°33'24"W 647.94'

S89°26'36"E  
20.00'

N00°33'24"E 260.35'

S00°33'24"W  
290.16'

S40°07'45"E  
45.07'

N88°48'30"E  
82.66'

N40°07'45"W  
68.44'

N88°17'46"W 107.40'

CORMORANT DRIVE

ROCKFORD HOMES, INC.

REMAINDER OF 19.150 AC. (DEED)  
 I.N. 200210090253068



GRAPHIC SCALE (in feet)

**ORDINANCE NO. 20-040**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TAX INCREMENT FINANCING AGREEMENT WITH THE MOUNTAIN AGENCY COLUMBUS, LLC, AND DECLARING AN EMERGENCY**

WHEREAS, this Council previously passed Ordinance 13-33 on November 5, 2013 (the "Gender Road Public Improvement TIF Ordinance"), declaring improvements to certain parcels of real property to be a public purpose and requiring the owners of such parcels to make service payments in lieu of taxes on the improvements to parcels to fund those public improvements described in the Gender Road Public Improvement TIF Ordinance, all as provided in Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code; and

WHEREAS, this Council previously amended Ordinance 13-33 on with the Ordinance 16-037 passed on December 19, 2016 adding certain acreage to the TIF area, defined by the TIF Ordinance; and

WHEREAS, this Council desires to enter into an agreement with the owners of certain parcels in the Gender Road Public Improvement TIF area who, conditioned upon reimbursement by the City of Canal Winchester through the Gender Road Public Improvement TIF, are willing to construct public water line facilities that substantially benefit the TIF area;

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

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Tax Incentive Financing Agreement with The Mountain Agency Columbus, LLC, in a form substantially similar to the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

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

Section 3: This ordinance is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, or welfare, such emergency arising from the need to proceed promptly with the construction of public utilities, and therefore this ordinance shall take effect immediately upon 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.

\_\_\_\_\_  
Finance Director/Clerk of Council

## **TAX INCREMENT FINANCING AGREEMENT**

**THIS TAX INCREMENT FINANCING AGREEMENT** (the “*Agreement*”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “*Effective Date*”), by and between the **CITY OF CANAL WINCHESTER, OHIO** (“*City*”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio (the “*State*”) and its Charter, and **THE MOUNTAIN AGENCY COLUMBUS, LLC.**, an Ohio limited liability company (the “*Developer*”) , under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals are being used therein as defined in Article I hereof). The City and Developer are hereinafter sometimes referred to individually as a “*Party*” and collectively as the “*Parties*.”

### **RECITALS:**

**WHEREAS**, the Developer owns certain real property (the “*Property*”) as described and depicted in **EXHIBIT A** attached hereto and incorporated herein, and Developer plans to construct and/or has constructed the Private Improvements (as defined herein) on that real property; and

**WHEREAS**, the Parties have determined that certain Public Infrastructure Improvements (as defined herein) will need to be constructed to facilitate the development of the Private Improvements; and

**WHEREAS**, in accordance with the TIF Statutes and pursuant to Canal Winchester Ordinance No. 13-33, as amended by Canal Winchester Ordinance Nos. 16-037 and 17-059 (the “*TIF Ordinance*”) and Ordinance No. 20-\_\_ (the “*TIF Agreement Approval Ordinance*”), the Parties have entered into this Agreement to provide generally for the development and financing of the Public Infrastructure Improvements; and

**WHEREAS**, the City has determined pursuant to the TIF Agreement Approval Ordinance that it would be in the best interests of the City to contract with the Developer to provide for the construction and installation of the Public Infrastructure Improvements in the manner described herein;

**NOW, THEREFORE**, in consideration of the premises and covenants contained herein, the Parties hereto agree and obligate themselves as follows:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1. Use of Defined Terms.** In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 shall have the meanings set forth in Section 1.2 unless the context or use clearly indicates another meaning or intent.

**Section 1.2. Definitions.** As used herein:

“**Agreement**” means this Tax Increment Financing Agreement by and between the City and the Developer and dated as of the Effective Date.

“**Authorized City Representative**” means the Mayor of the City. The City may from time to time provide a written certificate to the Developer signed on behalf of the City by the Mayor designating an alternate or alternates who shall have the same authority, duties and powers as the Authorized City Representative.

“**Authorized Developer Representative**” means \_\_\_\_\_. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer by the President of the Developer designating an alternate or alternates or a substitute who shall have the same authority, duties and powers as the Authorized Developer Representative.

“**City**” means the City of Canal Winchester, Ohio, an Ohio municipality.

“**City Council**” means the City Council of City.

“**Code**” means the Internal Revenue Code of 1986, as amended, applicable Treasury Regulations (whether temporary or final) under the Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding the foregoing, all as and to the extent applicable.

“**Construction Documents**” means this Agreement and the Drawings and Specifications as such documents may be revised or supplemented from time to time with the approval of the Authorized City Representative and the Authorized Developer Representative, which Drawings and Specifications contain the detailed construction plans and specifications for the Public Infrastructure Improvements and when completed, will be placed on file with the Authorized City Representative on behalf of the City.

“**Cost of the Work**” means the actual costs of the construction and installation of the Public Infrastructure Improvements, estimates of which are reflected in **EXHIBIT B**, and the final costs of which shall be reflected in a written requisition in the form attached hereto as **Exhibit D**.

“**County**” means the County of Franklin, Ohio.

“**Developer**” means The Mountain Agency Columbus, LLC and Ohio limited liability company organized and existing under the laws of the State, including any successors or assigns thereof permitted under this Agreement.

“**Developer’s Completion Certificate**” shall have the meaning set forth in Section 4.3(a) hereof.

“**Developer TIF Reimbursement Amount**” means one hundred seventy-three thousand, six hundred thirty-seven dollars (\$173,637.00), or fifty percent (50%) of the Cost of the Work, whichever is less.

“**Drawings and Specifications**” shall have the meaning set forth in Section 5.1 hereof.

“**Effective Date**” means the date as defined in the preambles of this Agreement.

“**Engineer**” means McGill Smith Punshon, Inc. or any other architectural or engineering firm licensed to perform architectural and engineering services within the State of Ohio and appointed by the City with the consent of the Authorized Developer Representative, which consent shall not be unreasonably withheld or delayed.

“**Engineer’s Completion Certificate**” shall have the meaning set forth in Section 4.3(b) hereof.

“**Event of Default**” means an Event of Default under Section 7.1 hereof.

“**Force Majeure**” means acts of God; fires; epidemics; landslides; floods; strikes; lockouts or other industrial disturbances; acts of public enemies; acts or orders of any kind of any governmental authority; insurrections; riots; civil disturbances; arrests; explosions; breakage or malfunctions of or accidents to machinery, transmission pipes or canals; partial or entire failures of utilities; shortages of labor, materials, supplies or transportation; lightning, earthquakes, hurricanes, tornadoes, storms or droughts; periods of unusually inclement weather or excessive precipitation; or any other cause or event not reasonably within the control of the Developer or the City, as the case may be, excluding, however, the inability of the Developer to obtain financing for its obligations hereunder.

“**Notice Address**” means:

as to City:                      City of Canal Winchester  
   36 S. High St.  
   Canal Winchester, Ohio 43110  
   Attention: Mayor

as to Developer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

“*Person*” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“*Private Improvements*” means the project proposed to be constructed by the Developer consisting of approximately eight hundred thousand square feet of industrial buildings.

“*Property*” means the real property described and depicted in **EXHIBIT A**.

“*Public Infrastructure Improvements*” means the public infrastructure improvements as generally described on **EXHIBIT B** and depicted on **EXHIBIT C**, attached hereto and incorporated herein by reference and which will be more specifically described in the Construction Documents.

“*Public Infrastructure Improvements Site*” means the real property depicted on **EXHIBIT C** attached hereto and incorporated herein by reference.

“*Service Payments*” means service payments in lieu of taxes as defined in the TIF Ordinance.

“*State*” means the State of Ohio.

“*TIF Exemption*” means exemption from taxation as defined in the TIF Ordinance.

“*TIF Fund*” means the Gender Road Public Improvement Tax Increment Equivalent Fund created in Section 3 of the TIF Ordinance.

“*TIF Ordinance*” means Ordinance No. 13-33, passed on November 4, 2013, as amended by Ordinance No. 16-037, passed on December 19, 2016, and by Ordinance No. 17-059, passed on December 18, 2017, by the City Council.

“*TIF Statutes*” means collectively, Sections 5709.40, 5709.42 and 5709.43 of the Ohio Revised Code, as those sections may be amended from time to time.

“*Work*” means the construction of the Public Infrastructure Improvements in accordance with this Agreement.

**Section 1.3. Interpretation.** Any reference in this Agreement to City or to any officers of City includes those entities or officials succeeding to their functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable

solely by reason of this paragraph if it constitutes in any way an impairment of the rights or obligations of the Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “*hereof*”, “*hereby*”, “*herein*”, “*hereto*”, “*hereunder*” and similar terms refer to this Agreement; and the term “*hereafter*” means after, and the term “*heretofore*” means before the date of this Agreement. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise. References to articles, sections, subsections, clauses, exhibits or appendices in this Agreement, unless otherwise indicated, are references to articles, sections, subsections, clauses, exhibits or appendices of this Agreement.

**Section 1.4. Captions and Headings.** The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope of the intent of any article, section, subsection, clause, exhibit or appendix of this Agreement.

**Section 1.5. Conflicts among the TIF Ordinance, TIF Agreement and Construction Documents.** Where there is a conflict between the TIF Ordinance, this Agreement and the Construction Documents, the conflict shall be resolved by providing the better quality or greater quantity and compliance with the more stringent requirement.

If an item is shown on the Drawings but not specified, the Developer shall provide the item of the same quality as similar items specified, as reasonably determined by the Engineer. If an item is specified but not shown on the Drawings, it shall be located as reasonably directed by the Engineer.

## ARTICLE II

### GENERAL AGREEMENT AND TERM

**Section 2.1. General Agreement Among Parties.** For the reasons set forth in the Recitals hereto, which Recitals are incorporated herein by reference as a statement of the public purposes of this Agreement and the intended arrangements among the Parties, the Parties shall cooperate in the manner described herein to facilitate the construction of the Public Infrastructure Improvements.

**Section 2.2. Term of Agreement.** This Agreement shall become effective as of the Effective Date and shall continue until the Parties have satisfied their respective obligations as set forth in this Agreement, unless sooner terminated in accordance with the provisions set forth herein.

**Section 2.3. Compensation to School Districts.** As provided in the TIF Ordinance, the Canal Winchester City School District and the Eastland-Fairfield Joint Vocational School District (collectively, the “School Districts”) shall receive from the Service Payments, prior to deposit of any of those Service Payments into the TIF Fund, an amount equal to the amount the respective School Districts would otherwise have received as real property tax payments derived from the increase in the assessed value of the Property but for the TIF Exemption.

### ARTICLE III

#### **REPRESENTATIONS AND COVENANTS OF THE PARTIES**

**Section 3.1. Representations and Covenants of City.** City represents and covenants that:

(a) It is a municipal corporation duly organized and validly existing under the Constitution and applicable laws of the State and its Charter.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to City which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of City, that execution, delivery and performance do not and will not violate or conflict with any provision of law applicable to City, including its Charter, and do not and will not conflict with or result in a default under any agreement or instrument to which City is a party or by which it is bound. Among other things, it has determined that it is appropriate to enter into this Agreement in lieu of constructing the Public Infrastructure Improvements pursuant to a competitive bidding process because the Developer's payment therefor is limited to the Developer TIF Reimbursement Amount.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by City and all steps necessary to be taken by City have been taken to constitute this Agreement, and the covenants and agreements of City contemplated herein are valid and binding obligations of City, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by City wherein an unfavorable ruling or decision would materially and adversely affect City's ability, to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor public body.

(g) The TIF Ordinance has been duly passed and is in full force and effect.

**Section 3.2. Representations and Covenants of the Developer.** The Developer represents and covenants that:

(a) It is a limited liability company duly organized and validly existing under the applicable laws of the State of Ohio\_\_\_\_\_.

(b) It is not in violation of or in conflict with any provisions of the laws of the State or of the United States of America applicable to the Developer which would impair its ability to carry out its obligations contained in this Agreement.

(c) It is legally empowered to execute, deliver and perform this Agreement and to enter into and carry out the transactions contemplated by this Agreement. To the knowledge of the Developer, the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the Developer, and do not and will not conflict with or result in a default under any agreement or instrument to which the Developer is a party or by which it is bound.

(d) This Agreement to which it is a Party has, by proper action, been duly authorized, executed and delivered by the Developer and all steps necessary to be taken by the Developer have been taken to constitute this Agreement, and the covenants and agreements of the Developer contemplated herein are valid and binding obligations of the Developer, enforceable in accordance with their terms.

(e) There is no litigation pending or to its knowledge threatened against or by the Developer wherein an unfavorable ruling or decision would materially and adversely affect the Developer's ability to carry out its obligations under this Agreement.

(f) It will do all things in its power in order to maintain its existence or assure the assumption of its obligations under this Agreement by any successor entity.

(g) The Developer hereby agrees to make the Service Payments due with respect to any parcel of the Property owned by it during its period of ownership, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the provisions of Ohio law relating to real property tax collections and any subsequent amendments or supplements thereto. Service Payments will be made semiannually to the County Treasurer (or to that Treasurer's designated agent for collection of the Service Payments) on or before the final dates for payment of real property taxes for the Property, until expiration of the TIF Exemption. Any late payments will bear penalties and interest at the then current rate established under Sections 323.121 and 5703.47 of the Ohio Revised Code or any successor provisions thereto, as the same may be amended from time to time. Service Payments will be made in accordance with the requirements of the TIF Statutes and the TIF Ordinance and, for each parcel of the Property, will be in the same amount as the real property taxes that would have been charged and payable but for the TIF Exemption, including any penalties and interest. The Developer will not, under any circumstances, be required (i) for any tax year to pay both real property taxes and Service Payments with respect to any increase in assessed value of the Property, whether pursuant to Section 5709.42 of the Ohio Revised Code or this Agreement, and (ii) to make Service Payments as to any portion of a structure for any period it is subject to an exemption pursuant to Sections 3735.65 through 3635.70 of the Ohio Revised Code.

(i) Enforcement of Obligation to Make Service Payments; Priority of Lien. The Developer acknowledges that the provisions of Section 5709.91 of the Ohio Revised Code, which

specify that the Service Payments for each parcel within the Property will be treated in the same manner as taxes for all purposes of the lien described in Section 323.11 of the Ohio Revised Code, including, but not limited to, the priority of the lien and the collection of Service Payments, will apply to this Agreement and to the parcels within the Property and any improvements thereon.

(ii) Failure to Make Payments. Should the Developer fail to make any payment required hereunder, the Developer shall pay, in addition to the Service Payments it is required to pay hereunder, such amount as is required to reimburse the City for any and all reasonably and actually incurred costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce the provisions of this Agreement against the Developer.

## ARTICLE IV

### CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

**Section 4.1. General Considerations.** In consideration of the Developer's promise to construct or cause to be constructed the Public Infrastructure Improvements, the City agrees, subject to Section 4.4 hereof, to reimburse and/or otherwise pay the Developer the Developer TIF Reimbursement Amount in accordance with Section 6.2 and/or any other applicable provisions of this Agreement.

**Section 4.2. Construction of the Public Infrastructure Improvements.** The Developer covenants and agrees that it will cause to be constructed and installed all of the Public Infrastructure Improvements in accordance with this Agreement and the Construction Documents.

The Developer shall supervise, perform and direct the Work utilizing qualified personnel, and in accordance with the standards of care normally exercised by construction organizations performing similar work. The Developer shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work.

Prior to the commencement of the Public Infrastructure Improvements, the Developer shall submit the names of the subcontractors it proposes to use. Under no circumstances will the Developer use any subcontractor who is not previously disclosed to the City. The City will promptly reply, but in any event, not more than five (5) business days after receipt of notice of the same, to the Developer in writing stating whether or not the City has reasonable objection to any such proposed person or entity.

The Developer agrees that the Public Infrastructure Improvements, including all rights-of-way and easements associated therewith, including those identified on **EXHIBIT C** (which is attached hereto and incorporated herein by reference), shall be dedicated for public use upon completion and acceptance as provided in Sections 4.3 and 4.4 hereof.

**Section 4.3. Completion of the Public Infrastructure Improvements.** The Public Infrastructure Improvements shall be deemed completed upon fulfillment of the following conditions:

(a) Receipt of written notice (the “*Developer’s Completion Certificate*”) from the Authorized Developer Representative that the Public Infrastructure Improvements have been completed and are ready for final acceptance by the City, which notice shall (i) generally describe all property acquired or installed as part of the Public Infrastructure Improvements; (ii) state the Cost of the Work, and (iii) state and shall constitute the Developer’s representation that the construction, improvement and equipping of the Public Infrastructure Improvements have been completed substantially in accordance with the Construction Documents, all costs then due and payable in connection therewith have been paid, there are no mechanics’ liens or to its knowledge, after reasonable inquiry, any basis for such liens, and all obligations, costs and expenses in connection with the Public Infrastructure Improvements have been paid or discharged.

(b) Receipt from the Engineer of a final Certificate of Completion (the “*Engineer’s Completion Certificate*”) stating that to the best of the Engineer’s knowledge, information and belief, and on the basis of the Engineer’s on-site visits and inspections, that the Public Infrastructure Improvements have been satisfactorily completed in accordance with the terms and conditions of the Construction Documents, including all punch list items, that the construction, improvement and equipping of the Public Infrastructure Improvements have been accomplished in a manner that conforms to all then applicable governmental laws, rules and regulations; and that the Public Infrastructure Improvements have been approved by the applicable governmental authorities. Such Engineer’s Completion Certificate shall be delivered to both Developer and City no more than five (5) calendar days after Engineer confirms all of the foregoing requirements.

**Section 4.4. Acceptance of the Public Infrastructure Improvements.** The City shall have no obligation to accept the Public Infrastructure Improvements until (a) the Public Infrastructure Improvements have been satisfactorily completed in accordance with the Construction Documents, as evidenced by the Engineer’s Completion Certificate and properly dedicated as public rights-of-way and easements to the City; (b) the City has received the Developer’s Completion Certificate, the Engineer’s Completion Certificate, copies of the approval letters issued by the public authorities as referenced in Section 4.3 herein, and all documents and instruments to be delivered to the City pursuant to the Construction Documents; and (c) the City has received evidence reasonably satisfactory to it that all liens on the Public Infrastructure Improvements, including, but not limited to, tax liens, the lien of any mortgage, and any mechanics’ liens, have been or shall be released, or, with respect to mechanics’ liens, security therefor has been provided pursuant to Section 5.8 hereof. The City agrees to accept the Public Infrastructure Improvements, the easements and the rights-of-way allocable thereto within thirty (30) days after the satisfaction of the conditions listed in (a) through (c) of the immediately preceding sentence. The acceptance by the City of the Public Infrastructure Improvements shall not relieve the Developer of its responsibility for defects in material or workmanship as set forth in Section 5.10. hereof.

**Section 4.5. Extensions of Time.** If the Developer or the City is delayed in the commencement or progress of its obligations hereunder by a breach by the other Party of its obligations hereunder, or by failure of the Engineer to act as provided in this Agreement, or by Force Majeure, then the time for performance under this Agreement by the Party so delayed shall be extended for such time as is commercially reasonable under the circumstances.

**Section 4.6. Changes in the Work.** After the execution of this Agreement, and without invalidating this Agreement, the Developer, the City and the Engineer by written agreement (a “*Change Order*”) may agree to changes in the Work. Changes in the Work shall be performed under applicable provisions of this Agreement and the Construction Documents, unless otherwise provided in the Change Order.

A Change Order shall be in the form of a written instrument prepared by the Engineer and signed by the Authorized City Representative, the Authorized Developer Representative and the Engineer, stating their agreement upon (a) the change in the Work, (b) any adjustment of the Cost of the Work and Developer TIF Reimbursement Amount, and (c) any extension of the time for performance under this Agreement. A Change Order shall be prepared by the Engineer and presented to the City and Developer within three (3) business days after all necessary cost and time information associated with the change is provided to the Engineer by the Developer. The Owner, Developer and Engineer shall have a reasonable amount of time to review and approve or reject the Change Order not to exceed five (5) business days after the Change Order is presented to each of them. The Developer shall have no obligation to perform any change in the Work prior to receipt of a fully-executed Change Order nor delay the completion of the Work as originally contemplated in the previously-approved Drawings and Specifications, hereinafter defined, on account of a pending Change Order. Any costs or time extension made necessary due to the pendency of a Change Order shall be added to the Change Order and Developer TIF Reimbursement Amount.

**Section 4.7. Engineer.** Whenever this Agreement requires an action by or response from the Engineer, the same shall be provided within three (3) business days of Developer’s request for the same. When Developer believes it has completed all punch list items, it shall notify the City and Engineer, and the Engineer shall visit the site and confirm the punch list has been completed within three (3) business days of Developer’s notice or otherwise provide Developer with a detailed list of all items the Engineer believes are not in accordance with the Construction Documents as well as a list of any approvals or documents needed in order for issuance of the Engineer’s Certificate of Completion.

## ARTICLE V

### **FURTHER PROVISIONS RELATING TO THE CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**Section 5.1. Construction Documents.** The Developer is causing to be prepared the Construction Documents, which shall be in a form reasonably satisfactory to the Authorized City Representative and the Developer. Any working drawings, plans and specifications prepared in connection with the Work (collectively, the “*Drawings and Specifications*”) and that comprise the Construction Documents are instruments of service through which the Work to be executed is described. The Developer may retain one record set. The design professionals that create the Drawings and Specifications shall own the copyrights on the Drawings and Specifications and will

retain all common law, statutory and other reserved rights, in addition to the copyrights; provided, however, that the Developer shall ensure that the agreements with each of the design professionals grant a non-exclusive, irrevocable, perpetual, and unlimited license to the City to use and reproduce the Drawings and Specifications solely and exclusively for the construction and maintenance of the Public Infrastructure Improvements. All copies of the Drawings and Specifications, except the record set of the Developer, shall be returned or suitably accounted for to the City, on request, upon final completion of the Public Infrastructure Improvements, and the copy thereof furnished to the Developer is for use solely with respect to the Public Infrastructure Improvements. They are not to be used by the Developer on other projects without the specific written consent of the City. The Developer is authorized to use and reproduce applicable portions of the Drawings and Specifications appropriate to the execution of obligations with respect to the Public Infrastructure Improvements; provided, however, that any reproduction and distribution of copies of the Drawings and Specifications by the Developer to the extent necessary to comply with official regulatory requirements or obligations of law shall not be construed as an infringement of the copyrights or other reserved rights of the City with respect to the Drawings and Specifications. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings and Specifications.

**Section 5.2. Prevailing Wage.** The City designates its Finance Director as the prevailing wage coordinator for the Public Infrastructure Improvements (the “*Prevailing Wage Coordinator*”). The Developer acknowledges and agrees that the Public Infrastructure Improvements are subject to the prevailing wage requirements of Chapter 4115 of the Ohio Revised Code and all wages paid to laborers and mechanics employed on the Public Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements, which wages shall be determined in accordance with the requirements of that Chapter 4115. The Developer shall comply, and the Developer shall require compliance by all contractors and shall require all contractors to require compliance by all subcontractors working on the Public Infrastructure Improvements, with all applicable requirements of that Chapter 4115, including any necessary posting requirements. The Developer (and all contractors and subcontractors thereof) shall cooperate with the Prevailing Wage Coordinator and respond to all reasonable requests by the Prevailing Wage Coordinator when the Prevailing Wage Coordinator is determining compliance by the Developer (and all contractors and subcontractors thereof) with the applicable requirements of that Chapter 4115.

The Prevailing Wage Coordinator shall notify the Developer of the prevailing wage rates for the Public Infrastructure Improvements. The Prevailing Wage Coordinator shall notify the Developer of any change in prevailing wage rates within seven working days of receiving notice of such change from the Director of the Ohio Department of Commerce. The Developer shall immediately upon such notification: (a) insure that all contractors and subcontractors receive notification of any change in prevailing wage rates as required by that Chapter 4115; (b) make the necessary adjustment in the prevailing wage rates and pay any wage increase as required by that Chapter 4115; and (c) insure that all contractors and subcontractors make the same necessary adjustments.

The Developer shall, upon beginning performance of this Agreement, notify the Prevailing Wage Coordinator of the commencement of Work and supply to the Prevailing Wage Coordinator the schedule of the dates during the life of this Agreement on which the Developer (or any

contractors or subcontractor thereof) is required to pay wages to employees. The Developer (and each contractor or subcontractor thereof) shall also deliver to the Prevailing Wage Coordinator a certified copy of its payroll within two weeks after the initial pay date, and supplemental reports for each month thereafter and in connection with any Written Requisition, as illustrated in **EXHIBIT D** attached hereto and incorporated herein, which shall exhibit for each employee paid any wages, the employee's name, current address, social security number, number of hours worked during each day of the pay periods covered and the total for each week, the employee's hourly rate of pay, the employee's job classification, fringe payments and deductions from the employee's wages. The certification of each payroll shall be executed by the Developer (or contractor, subcontractor, or duly appointed agent thereof, if applicable) and shall recite that the payroll is correct and complete and that the wage rates shown are not less than those required by this Agreement and Chapter 4115 of the Ohio Revised Code.

The Developer shall provide to the Prevailing Wage Coordinator a list of names, addresses and telephone numbers for any contractors or subcontractors performing any Work on the Public Infrastructure Improvements as soon as they are available, and the name and address of the bonding/surety company and the statutory agent (if applicable) for those contractors or subcontractors. The Developer shall not contract with any contractor or subcontractor listed with the Ohio Secretary of State for violations of Chapter 4115 of the Ohio Revised Code pursuant to Section 4115.133 of the Ohio Revised Code.

Prior to final payment under this Agreement, the Developer (and any contractor or subcontractor thereof) shall submit to the Prevailing Wage Coordinator the affidavit required by Section 4115.07 of the Ohio Revised Code.

**Section 5.3. Traffic Control Requirements.** The Developer shall be responsible for ensuring the provision, through contractors or otherwise, of all traffic control devices, flaggers and police officers or sheriff's deputies required to properly and safely maintain traffic during the construction of the Public Infrastructure Improvements. All traffic control devices shall be furnished, erected, maintained and removed in accordance with the Ohio Department of Transportation's "Ohio Manual of Uniform Traffic Control Devices" related to construction operations and in consultation with the City's Engineer.

**Section 5.4. Equal Opportunity Clause.** The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that the Developer is an equal opportunity employer. The Developer shall require all contractors and shall require all contractor's subcontractors to include in each contract a summary of this equal opportunity clause.

**Section 5.5. Insurance Requirements.** The Developer shall furnish proof to the City at the time of commencing construction of the Work of possession of comprehensive general liability insurance naming the City and its authorized agents as an additional insured. The minimum limits of liability for the required insurance policies shall not be less than the following unless a greater amount is required by law:

- (a) Commercial General Liability ("CGL"): Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 each occurrence, with a

\$2,000,000 aggregate; \$100,000 for damage to rented premises (each occurrence); \$5,000 for medical expenses (person); and \$1,000,000 for personal and advertising injury. CGL shall include (i) premises-operations, (ii) explosion and collapse hazard, (iii) underground hazard, (iv) independent contractors' protective, (v) broad form property damage, including completed operations, (vi) contractual liability, (vii) products and completed operations, with \$2,000,000 aggregate and to be maintained for a minimum period of one (1) year after acceptance of the Public Infrastructure Improvements pursuant to Section 2.4, (viii) personal injury with employment exclusion deleted, (ix) owned, non-owned, and hired motor vehicles, and (x) stopgap liability for \$100,000 limit. The general aggregate shall be endorsed to provide that it applies to the Work only.

(b) Automobile liability, covering all owned, non-owned, and hired vehicles used in connection with the Work: Bodily injury (including death) and property damage with a combined single limit of \$1,000,000 per person and \$1,000,000 each occurrence.

(c) Such policies shall be supplemented by an umbrella policy, also written on an occurrence basis, to provide additional protection to provide coverage in the total amount of \$5,000,000 for each occurrence and \$5,000,000 aggregate. The Developer's insurance shall be primary to any insurance maintained by the City.

(d) The Developer shall obtain an additional named insurance endorsement for the CGL and automobile liability coverage with the following named insureds for covered claims arising out of the performance of the Work under the Construction Documents:

- (i) the City of Canal Winchester; and
- (ii) Canal Winchester City Council members, executive officers, and employees;

Each policy of insurance and respective certificate of insurance shall expressly provide that no less than 30 days prior written notice shall be given to City in the event of cancellation or non-renewal of the coverage contained in such policy.

(e) Insurance policies shall be written on an occurrence basis only.

(f) Products and completed operations coverage shall commence with the certification of the acceptance of the Public Infrastructure Improvements pursuant to Section 4.4 and shall extend for not less than two years beyond that date.

(g) The Developer shall require all contractors and subcontractors to provide workers' compensation, CGL, and automobile liability insurance with the same minimum limits specified herein, to the extent reasonably practicable.

**Section 5.6. City Income Tax Withholdings.** The Developer shall withhold and pay, shall require all contractors to withhold and pay, and shall require all contractors to require all subcontractors to withhold and pay, all City income taxes due or payable with respect to wages,

salaries, commissions and any other income subject to the provisions of Chapter 181 of the Canal Winchester Codified Ordinances.

**Section 5.7. Compliance with Occupational Health and Safety Act of 1970.** The Developer and all contractors and subcontractors shall be solely responsible for their respective compliance with the Occupational Safety and Health Act of 1970 under this Agreement.

**Section 5.8. Provision of Security for Mechanics' Liens.** To the extent any material supplier, contractor, or subcontractor files and records a mechanics' lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security permitted by Section 1311.11(C)(1) of the Ohio Revised Code to cause that mechanics' lien to be released of record with respect to the Public Infrastructure Improvements.

**Section 5.9. Security for Performance.** The Developer shall furnish or require all contractors performing Work to furnish prior to commencement of construction of the Public Infrastructure Improvements a performance and payment bond that shall name the Developer and the City as obligees in the form provided by Section 153.57 of the Ohio Revised Code. The bond shall cover all Costs of the Work, including a guarantee period of one (1) year set forth in Section 5.10 hereof.

Any bond shall be executed by sureties that are licensed to conduct business in the State as evidenced by a Certificate of Compliance issued by the Ohio Department of Insurance. All bonds signed by an agent must be accompanied by a power of attorney of the agent signing for the surety. If the surety of any bond so furnished by a contractor declares bankruptcy, become insolvent or its right to do business is terminated in Ohio, the Developer, within five (5) days thereafter, shall substitute another bond and surety or cause the contractor to substitute another bond and surety, both of which shall be acceptable to the City and the Developer. The Developer shall provide to the City prior to commencement of any Work by any contractor a copy the security for performance provided by the Developer or contractor pursuant to this Section.

**Section 5.10. Further Developer Guaranties Relating to the Public Infrastructure Improvements.** The Developer guarantees that it will cause to be exercised in the performance of the Work the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Central Ohio. The Developer further warrants that the Work and any materials and equipment incorporated into the Work will be free from defects, including defects in the workmanship or materials (without regard to the standard of care exercised in its performance) for a period of one (1) year after final written acceptance of the Work by City (the "Guarantee Period"). The performance and payment bond of the contractor(s) shall remain in effect until the expiration of the Guarantee Period. The guarantee provided in this Section shall be in addition to, and not in limitation of, any other guarantee, warranty or remedy provided by law, a manufacturer or the Construction Documents.

If defective Work becomes apparent within the warranty or Guarantee Period, the City shall promptly notify the Developer in writing and provide a copy of said notice to the Engineer. Within ten (10) days of receipt of said notice, the Developer shall visit the project in the company of one or more representatives of the City to determine the extent of the defective work and agree

upon the repairs necessitated thereby. The Developer shall, within a reasonable time frame, repair or replace (or cause to be repaired or replaced) the defective Work, including all adjacent Work damaged as a result of such defective Work or as a result of remedying the defective Work. If the defective Work is considered by the City to be an emergency (i.e., it threatens exposure to personal injury, death or significant property damage to the City or the public), the City may require the Developer to visit the project within one (1) day of receipt of said notice. The Developer shall be fully responsible for the cost of temporary materials, facilities, utilities or equipment required during the repair or replacement of the defective Work.

If the Developer does not repair or replace defective Work within a reasonable time frame, the City shall repair or replace such defective Work and charge the cost thereof to the Developer or the Developer's surety; provided, however, that Developer shall have no less than thirty (30) days in which to effectuate the repairs after agreement on the scope of such repairs is reached by Developer and City (or, in the event of an emergency, no less than twenty-four hours after visiting the project to implement sufficient temporary measures). Work which is repaired or replaced by the Developer shall be inspected and accepted by the Engineer and City within seven (7) calendar days of Developer's notification that the same has been completed and shall be guaranteed by the Developer for one (1) year from the date of acceptance of the corrective work by the City.

## ARTICLE VI

### PAYMENT OF COST OF THE WORK

**Section 6.1. Deposit of Monies in the TIF Fund.** Pursuant to the TIF Ordinance, the City has established the TIF Fund for, inter alia, the payment of the Cost of the Work. Upon the execution of this Agreement, the City covenants and agrees to deposit monies into the TIF Fund as such funds are received from the Franklin County Auditor from Service Payments, and thereafter to deposit into the TIF Fund all Service Payments required to be deposited therein pursuant to the TIF Ordinance.

**Section 6.2. Disbursements from the TIF Fund.** The City agrees to pay the Developer TIF Reimbursement Amount within thirty (30) days of the Developer's submission of a Written Requisition in substantially the form set forth and attached hereto as **Exhibit D**. The Developer shall not submit its Written Requisition for the TIF Reimbursement Amount until the City has accepted the Public Infrastructure Improvements.

**Section 6.3. Lien Waivers.** Upon final completion of the Work and acceptance by the City, Developer shall deliver to City copies of conditional final lien waivers executed by all subcontractors, suppliers or lien claimants.

**Section 6.4. Tax Covenants.** The obligation of the City to make payments to the Developer pursuant to this Agreement is not an obligation or pledge of any moneys raised by taxation and does not represent or constitute a debt or pledge of the faith and credit of the City. Except for the payments from the TIF Fund and in the aggregate amount described in this Agreement, the Developer shall receive no other monies from the City in connection with the construction of the Public Infrastructure Improvements.

## ARTICLE VII

### **EVENTS OF DEFAULT AND REMEDIES**

**Section 7.1. General.** Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either Party hereto, such Party shall, upon written notice from the other, proceed promptly to cure or remedy such default or breach, and, in any event, within thirty (30) days after receipt of such notice. In the event such default or breach is of such nature that it cannot be cured or remedied within said thirty (30) day period, then in such event the Party shall, upon written notice from the other, commence its actions to cure or remedy said breach within said thirty (30) day period, and proceed diligently thereafter to cure or remedy said breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, which shall be no less than thirty (30) days, the following remedies may be pursued: (i) the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and (ii) in addition, if the default or breach is a failure of the Developer to achieve final completion of the Work by the date set forth in Section 4.2 herein, as adjusted by Change Order, then the City may proceed to perform the Developer's obligations under this Agreement, and pay the costs thereof from the TIF Fund up to the amount designated for the Cost of the Work. The Developer and its surety shall be responsible for any deficiency in paying for curing the breach that cannot be covered out of the TIF Fund.

**Section 7.2. Other Rights and Remedies; No Waiver by Delay.** The Parties shall each have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of, and its remedies under, this Agreement; provided, that any delay by either Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights or to deprive it of or limit such right in any way (it being the intent of this provision that neither Party should be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Agreement because of concepts of waiver, laches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by either Party with respect to any specific default by the other Party under this Agreement be considered or treated as a waiver of the rights of such party with respect to any other defaults by the other Party to this Agreement or with respect to the particular default except to the extent specifically waived in writing.

**Section 7.3. Force Majeure.** Notwithstanding anything contained in Sections 7.1 and 7.2 to the contrary and except as otherwise provided herein, no Party shall be considered in default in its obligations to be performed hereunder, if delay in the performance of such obligations is due to unforeseeable causes beyond its control and without its fault or negligence, including but not limited to, Force Majeure; it being the purpose and intent of this paragraph that in the event of the occurrence of any such enforced delay, the time or times for performance of such obligations shall be extended for the period of the enforced delay; provided, however, that the Party seeking the benefit of the provisions of this Section 7.3 shall, within fourteen (14) days after the beginning of

such enforced delay, notify the other Party in writing thereof and of the cause thereof and of the duration thereof or, if a continuing delay and cause, the estimated duration thereof, and if the delay is continuing on the date of notification, within ten (10) days after the end of the delay, notify the other Party in writing of the duration of the delay.

## ARTICLE VIII

### **DISPUTE RESOLUTION PROVISIONS AS TO AMENDMENTS AND CLAIMS**

**Section 8.1. Notice and Filing of Requests.** Any request by the City or the Developer for amendment of the terms of this Agreement, including without limitation, for additional funds or time for performance, shall be made in writing and given prior to final completion of the Public Infrastructure Improvements.

**Section 8.2. Request Information.** In every written request given pursuant to Section 8.1 hereof, the Party giving notice shall provide the nature and amount of the request; identification of persons, entities and events responsible for or related to the request; and identification of the activities on the applicable schedule affected by the request.

**Section 8.3. Meeting.** Within ten (10) days of receipt of the request given pursuant to Section 8.1 hereof, the Parties shall schedule a meeting in an effort to resolve the request and shall attempt in good faith to reach a decision on the request promptly thereafter or reach a decision on the request without a meeting, unless a mutual agreement is made to extend such time limit. The meeting shall be attended by persons expressly and fully authorized to resolve the request on behalf of the City and the Developer. Any decision on the request shall be made to the mutual reasonable satisfaction of the Parties.

**Section 8.4. Mediation.** If no decision is reached within thirty (30) days of the date of the meeting held pursuant to Section 8.3 hereof, the Parties may submit the matter to mediation, upon written agreement between them, or exercise any other remedy permitted to them at law or in equity. All costs of mediation shall be split evenly between the Parties except that each Party shall pay its own attorneys' fees and preparation costs.

**Section 8.5. Performance.** The City and the Developer shall proceed with their respective performance of this Agreement during any dispute resolution process, unless otherwise agreed by them in writing.

## ARTICLE IX

### **MISCELLANEOUS**

**Section 9.1. Notice.** Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid

and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. Any process, pleadings, notice of other papers served upon the Parties shall be sent by registered or certified mail at their respective Notice Address, or to such other address or addresses as may be furnished by one party to the other.

**Section 9.2. Extent of Covenants; No Personal Liability.** All covenants, obligations and agreements of the Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, officer, agent or employee of any Party other than his or her official capacity, and neither the members of the legislative body of City nor any official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution thereof or by reason of the covenants, obligations or agreements of the Parties contained in this Agreement.

**Section 9.3. Severability.** If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 9.4. Binding Effect Against Successors and Assigns.** The provisions of this Agreement shall be binding upon the successors or assigns of the Parties.

**Section 9.5. Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

**Section 9.6. Entire Agreement.** This Agreement embodies the entire agreement and understanding of the Parties relating to the subject matter herein and therein and may not be amended, waived or discharged except in an instrument in writing executed by the Parties.

**Section 9.7. Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute but one and the same instrument. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

**Section 9.8. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between any of the Parties and their respective agents and

employees, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Franklin County, Ohio.

**Section 9.9. Assignment.** Except from the Developer to an entity controlling, controlled by, or under common control with the Developer, this Agreement may not be assigned without the prior written consent of all non-assigning Parties.

**Section 9.10. Survival of Representations and Warranties.** All representations and warranties of the Parties in this Agreement shall survive the execution and delivery of this Agreement.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**CITY OF CANAL WINCHESTER, OHIO**

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

Printed: \_\_\_\_\_

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

Approved as to Form:

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

Printed: Eugene L. Hollins

Title: Director of Law

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

**DEVELOPER:**

\_\_\_\_\_

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

Printed: \_\_\_\_\_

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

**FISCAL OFFICER'S CERTIFICATE**

The undersigned, Director of Finance of the City of Canal Winchester, Ohio under the foregoing Agreement, certifies hereby that the moneys required to meet the obligations of the City during the year 2019 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_

Printed: \_\_\_\_\_

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

City of Canal Winchester, Ohio

EXHIBIT A

[Description and Depiction of the Property]

## EXHIBIT B

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include:

- Installation of water and associated facilities as set forth in further detail in the attached plans. (Exhibit C).

The City will reimburse the developer based on the Cost of the Work as set forth in Section 6.2 of the Agreement.

EXHIBIT C

SITE PLAN

EXHIBIT D

WRITTEN REQUISITION

No. \_\_\_\_\_

City of Canal Winchester, Ohio  
36 S. High St.  
Canal Winchester, Ohio 43110  
Attention: Finance Director

Subject: Certificate and Request for Disbursement of Funds

You are hereby requested to disburse from the TIF Fund, which was created by Ordinance No. 13-34, and in accordance with the provisions of Section 6.2 of the Tax Increment Financing Agreement, dated \_\_\_\_\_, 2020 (the “*Agreement*”) by and between the City and \_\_\_\_\_ (the “*Developer*”), the amount of \$ \_\_\_\_\_ as more fully set forth on Schedule A attached hereto to be paid pursuant to this Written Requisition to the Developer at \_\_\_\_\_. All capitalized terms not otherwise defined in this Written Requisition have the meanings assigned to them in the Agreement.

The undersigned Authorized Developer Representative does hereby certify in compliance with Section 6.2 of the Agreement that:

(i) I have read the Agreement and definitions relating thereto and have reviewed appropriate records and documents of Developer relating to the matters covered by this Written Requisition;

(ii) The amount and nature of the portion of the Cost of the Work requested to be paid are shown on Schedule A attached hereto;

(iii) The disbursement herein requested is for an obligation properly incurred, is a proper charge against the TIF Fund as a Cost of the Work, has not been the basis of any previous payment to the Developer from the TIF Fund, and was made in accordance with the Construction Documents;

(iv) The Public Infrastructure Improvements have not been materially injured or damaged by fire or other casualty in a manner which, if not repaired or replaced, would materially impair the ability of the Developer to meet its obligations under the Agreement;

(v) To the best of the Developer’s knowledge, the Developer is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements;

(vi) To the best of the Developer's knowledge, no Event of Default set forth in Article VII of the Agreement, and no event which, but for the lapse of time or the giving of notice or both, would be such an Event of Default has occurred and is continuing;

(vii) Attached hereto as Schedule B are conditional lien waivers from any material suppliers, contractors and subcontractors who have provided services or materials to the Public Infrastructure Improvements as required by the Agreement, and the Developer further acknowledges its obligation to require, or require provision of, certain security pursuant to Section 5.8 of the Agreement in the event any mechanics' liens are filed in connection with the Public Infrastructure Improvements;

(viii) The Public Infrastructure Improvements are being and have been installed substantially in accordance with the Construction Documents for the Public Infrastructure Improvements and all materials for which payment is requested have been delivered to and remain on the Public Infrastructure Improvements Site;

(ix) The payment requested hereby does not include any amount which is not entitled to be retained under any holdbacks or retainages provided for in any agreement;

(x) The Developer has asserted its entitlement to all available manufacturers' warranties to date upon acquisition of possession of or title to such improvements or any part thereof which warranties have vested in Developer and shall be wholly transferable to the City.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Authorized Developer Representative

**ORDINANCE NO. 20-041**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SIGN EASEMENT AGREEMENT WITH CROSSROADS CHRISTIAN LIFE CENTER, INC. TO PROVIDE FOR A SIGN EASEMENT ON PARCEL 184-002666**

WHEREAS, Crossroads Christian Life Center, Inc. has developed a building at 6600 Bigerton Bend; and

WHEREAS, the City of Canal Winchester owns an adjacent parcel for public purposes; and

WHEREAS, Crossroads Christian Life Center, Inc. desires to erect a sign on the City owned parcel directing people to their location and the location of an adjacent commercial outparcel where visibility from the street is restricted; and

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

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Sign Easement Agreement with the Crossroads Christian Life Center, Inc., in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Sign Easement Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

\_\_\_\_\_  
Finance Director/Clerk of Council

## **SIGN EASEMENT AGREEMENT**

**THIS SIGN EASEMENT AGREEMENT** (this “Agreement”) is made as of \_\_\_\_\_, 2020 (the “Effective Date”), by and between the **CITY OF CANAL WINCHESTER**, a municipal corporation organized under the laws of Ohio (“Grantor”), and **X CHURCH, INC**, an Ohio corporation not for profit (“Grantee”).

### **RECITALS:**

A. Grantor is the owner of certain real property located in Canal Winchester, Franklin County, Ohio, as more particularly described in Exhibit A (the “Grantor Property”).

B. Grantee operates a church adjacent to Grantor’s Property located on Exhibit A and wishes to display a multi-tenant sign, as depicted on Exhibit B (the “Sign”), with its name and address and the same for a tenant of the adjacent parcel on land owned by Grantor.

C. Grantee desires to obtain from Grantor, and Grantor desires to grant to Grantee, certain easements upon the Grantor Property for the benefit of the Grantee Property, subject to the terms and conditions set forth below.

### **STATEMENT OF AGREEMENT:**

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

#### **1. Grant of Easements.**

(a) Sign Easement. Grantor hereby grants and declares a nonexclusive easement on, over and across the portion of the Grantor Property shown and more particularly described in Exhibit A, to place, install, maintain, repair and replace the Sign (the “Sign Easement”). Grantor shall not construct any improvements, including landscaping, in the Sign Easement Area, if such improvements would adversely affect the visibility of the Sign.

(b) Temporary Easement. The Sign Easement granted hereunder shall include a temporary, nonexclusive access easement over the remainder of the Grantor Property, as is reasonably necessary for Grantee to exercise the installation, maintenance and replacement rights and obligations granted under the Sign Easement (the “Temporary Easement” and, together with the Sign Easement, collectively, the “Easements”).

(c) Expiration of Easements. The Easements granted hereunder shall expire on the date on which the Canal Winchester Human Services is no longer operated on an adjacent parcel. These Easements are not transferable with the building and are only for the current Grantee.

## **2. Maintenance Covenants.**

(a) Maintenance of Sign. Grantee, at its sole cost and expense, covenants to perform all work required to operate, maintain, repair and replace the Sign, from time to time, in a good and workmanlike manner and in compliance with all applicable laws, rules and regulations.

(b) Maintenance of Sign Easement Area. Grantee covenants to maintain the Sign Easement Area, at its sole expense. Without limiting the generality of the foregoing, such maintenance responsibilities shall include the maintenance, weeding and trimming of any landscaping within the Sign Easement Area determined necessary by Grantee, in its reasonable discretion, to keep the Sign Easement Area in a neat and presentable condition at all times.

(c) Grantor’s Property. In connection with Grantee’s use of the Grantor’s property, Grantee agrees to maintain all turf areas of the property including turf areas in adjacent right-of-way of Gender Road and Bigerton Bend, including regular mowing of grass turf and weeds. All turf shall be maintained so as to be in compliance with all ordinances of the City of Canal Winchester as they relate to developed parcels. Grantee shall have no rights or ability to alter any landscaping on the parcel other than turf or weeds in connection with this agreement.

In connection with Grantee’s use of the Grantor’s property in the Temporary Easement from time to time, Grantee shall use reasonable efforts to minimize damage and inconvenience to Grantor and its business operations on the balance of the Grantor Property. Upon completion of any work pursuant to this Agreement, Grantee, at its sole cost and expense, shall promptly restore any portion(s) of the Grantor Property disturbed by such work to the same condition as immediately prior to such work, including but not limited to the re-seeding of any disturbed grass.

(d) Liens. Grantee shall not permit or suffer any lien to be placed of record against the Sign Easement Area or the Grantor Property in favor of any person or persons, individual or corporate, furnishing either labor or material in connection with any work undertaken by Grantee pursuant to the rights herein granted.

As used in this Section 2, the term “maintenance” includes the making of any and all required repairs as well as replacements.

**3. Insurance and Indemnity.** Grantor and Grantee will each continuously maintain policies of commercial general liability insurance providing coverage against any claims arising out of or relating to their respective negligent acts or omissions in connection with the use of the Easements granted herein. Grantee agrees to indemnify, defend and hold the Grantor harmless from and against all claims, liabilities, reasonable costs and expenses, including, without limitation, claims for property damage or injury to or death of persons, arising out of or relating to the negligent acts or omissions of the Grantee or its employees, agents, representatives, contractors, or licensees in connection with the use of the Easements granted herein.

**4. Non-Performance.** Notwithstanding anything to the contrary herein, if Grantee fails to perform its maintenance obligations hereunder, and such default continues for 30 days after written notice from Grantor, then Grantor may, upon 10 days’ prior written notice to Grantee, undertake to perform such obligations and may recover from the Grantor the costs thereof, plus interest thereon from the date of payment by Grantor until paid at a rate equal to eight percent (8%) per annum.

**5. Notices.** Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be sent by overnight courier guaranteeing overnight delivery (in which case, notice shall be deemed effective when deposited with the overnight courier) or by email to the email addresses shown below (in which case, notice shall be deemed effective when transmitted by email); *provided, however*, in the case of email notice, such notice shall not be effective unless a copy of such notice is also deposited with an overnight courier on the date of email transmission.

To Grantor:                      City of Canal Winchester  
   Attn: Mayor  
   36 S. High St.  
   Canal Winchester, Ohio 43110

Copy to:                              Eugene L. Hollins  
   Frost Brown Todd LLC  
   10 West Broad St., Suite 2300  
   Columbus, Ohio 43215  
   [Ghollins@fbtlaw.com](mailto:Ghollins@fbtlaw.com)

To Grantee: X Church, Inc.  
Attn: Tim Moore, Director  
1635 River Valley Circle, S.  
Lancaster, Ohio 43130

Any party hereto may change the name of the person or address to which notices and other communications are to be given by so notifying the other parties.

6. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity or enforceability of any other provision or term hereof.

7. **Entire Agreement.** This Agreement, including the attached Exhibits, contains the entire agreement between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter.

8. **Waiver of Default.** No waiver of any obligation by any party to this Agreement shall be implied from any omission by any other party to take any action in respect of such obligation.

9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Ohio.

10. **Injunctive Relief.** In the event of any violation or threatened violation of any of the terms, covenants, and conditions herein contained, in addition to the other remedies herein provided, the owner of the property whose rights are threatened, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The court costs and the reasonable fees of the attorneys for the prevailing party in any legal proceedings seeking relief shall be paid by the party against whom judgment is entered in said legal proceedings.

*[Signature Pages Follow]*





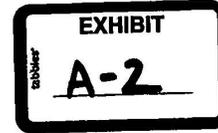
# Exhibit A

FRANKLIN COUNTY, OH

Recorded: 05/23/2019 02:49:43 PM

Instrument #: 201905230061002

Page: 7 of 25



## PARCEL 4 1.200 ACRE

Situated in the State of Ohio, County of Franklin, ~~City~~ of Canal Winchester, being located in Section 25, Township 11, Range 21, Congress Lands and being all out of that 68.985 acre tract as conveyed to Trine Street Investors, Ltd. by deed of record in Instrument Number 200302260056380 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and described as follows:

Beginning, for reference at Franklin County Geodetic Survey Monument Number 2270 in the common line between Sections 24 and 25, being in the centerline of Gender Road;

thence South 04° 44' 36" West, with said centerline, a distance of 1196.93 feet to a point;

thence South 85° 15' 24" East, across said Gender Road, a distance of 80.00 feet to an iron pin set in the easterly right-of-way line of said Gender Road, being the easterly line of Parcel No. 3 as conveyed to The Village of Canal Winchester by deed of record in Official Record 34797E20, being the True Point of Beginning;

thence across said 68.985 acre tract, being the southerly right-of-way line of proposed Canal Street, the following courses:

South 85° 40' 02" East, a distance of 226.91 feet to an iron pin set at a point of curvature of a curve to the right; and

southeasterly, with the arc of said curve (Delta = 12° 20' 21", Radius = 565.00 feet) a chord bearing and distance of South 79° 29' 51" East, 121.44 feet to an iron pin set in the easterly terminus of said Canal Street;

thence South 20° 33' 57" East, across said 68.985 acre tract, a distance of 23.95 feet to an iron pin set in the northerly line of that 27.834 acre tract as conveyed to Trine Street Investors, Ltd. by deed of record in Instrument Number 200302260056382;

thence South 69° 26' 03" West, with the northerly line of said 27.834 acre tract, a distance of 43.67 feet to an iron pin set;

thence South 61° 26' 36" West, continuing with said northerly line, a distance of 380.00 feet to an iron pin set in the easterly right-of-way line of said Gender Road, being the easterly line of said Parcel No. 3;

thence with said easterly right-of-way line, being the easterly line of said Parcel 3, the following courses:

North 00° 27' 15" East, a distance of 145.56 feet to an iron pin set;

North 07° 36' 20" East, a distance of 100.12 feet to an iron pin set;

1.200 ACRE  
-2-

North 31° 18' 30" East, a distance of 11.18 feet to an iron pin set; and

North 04° 44' 36" East, a distance of 4.36 feet to the True Point of Beginning, and containing 1.200 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.

Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of monuments FCGS 2270 & FCGS 4452 established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

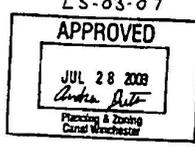
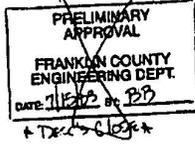
EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Clark E. White 7/11/03*

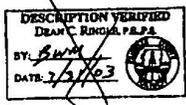
Clark E. White  
Registered Surveyor No. 7868



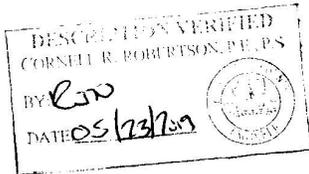
*Parcel A-2  
0-0416-E  
AUL OF  
(184)  
002666*



*SPLIT  
1.200 ac  
out of  
(184)  
2625*



*PARCEL A-2  
AUL OF  
(184)  
002666*



# Exhibit B

**INTERNATIONAL & C CORPORATION**  
DBA: SIGN-A-PRESS

**INTERNATIONAL Sign**  
A SIGN SPECIALTY COMPANY

10831 Canal Street  
Largo, FL 33777  
1-727-541-5573  
Fax: 1-727-544-7745  
LIC. #ES 19000419  
www.intsign.com

**Client:** CHURCH X  
CANAL WINCHESTER  
LITROPOLIS, OH

**Date:** AUGUST 16, 2019

**Drawing Number:** H19127-5093-CHURCH

**Revisions:**

Rev	Date	Description
1	10-29-18	QUOTE/PROOF
2	10-30-18	CHANGE DESIGN
3	11-04-18	
4	02-02-19	
5	02-02-19	
6	02-02-19	
7	02-02-19	
8	02-02-19	
9	02-02-19	
10	02-02-19	

**Sales Person:** JOE RUSSELL  
**Scale:** AS NOTED  
**Drawn by:** O. BARNITZ

**CLIENT AND/OR APPROVAL:**

APPROVED AS NOTED  
 APPROVED  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Drawings are prepared for all projects on a non-warranted basis. The client is responsible for obtaining all necessary permits. THIS IS AN OFFICIAL DRAWING PROVIDED TO BE EXACTLY AS SHOWN. ANY CHANGES TO BE MADE MUST BE APPROVED BY THE ORIGINAL DESIGNER. INTERNATIONAL SIGN COMPANY, ON ITS AUTHORIZED JAPANESE, ALL RIGHTS RESERVED.

**PRIMARY ELECTRICAL POWER TO SIGN TO BE PROVIDED BY THE CLIENT. THE SIGN IS TO BE INSTALLED AND WIRING TO BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ELECTRICAL CODES. THE SIGN SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ELECTRICAL CODES. THE SIGN SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL LOCAL ELECTRICAL CODES.**

**INTERNATIONAL & C CORPORATION**  
DBA: SIGN-A-PRESS

**INTERNATIONAL Sign**  
A SIGN SPECIALTY COMPANY

10831 Canal Street  
Largo, FL 33777  
1-727-541-5573  
Fax: 1-727-544-7745  
LIC. #ES 19000419  
www.intsign.com

**Client:** CHURCH X  
CANAL WINCHESTER  
LITROPOLIS, OH

**Date:** AUGUST 16, 2019

**Drawing Number:** H19127-5093-CHURCH

**Revisions:**

Rev	Date	Description
1	10-29-18	QUOTE/PROOF
2	10-30-18	CHANGE DESIGN
3	11-04-18	
4	02-02-19	
5	02-02-19	
6	02-02-19	
7	02-02-19	
8	02-02-19	
9	02-02-19	
10	02-02-19	

**Sales Person:** JOE RUSSELL  
**Scale:** AS NOTED  
**Drawn by:** O. BARNITZ

**CLIENT AND/OR APPROVAL:**

APPROVED AS NOTED  
 APPROVED  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

Drawings are prepared for all projects on a non-warranted basis. The client is responsible for obtaining all necessary permits. THIS IS AN OFFICIAL DRAWING PROVIDED TO BE EXACTLY AS SHOWN. ANY CHANGES TO BE MADE MUST BE APPROVED BY THE ORIGINAL DESIGNER. INTERNATIONAL SIGN COMPANY, ON ITS AUTHORIZED JAPANESE, ALL RIGHTS RESERVED.

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**INTERSECTION OF GENDER RD. / BIGGERTON BEND**

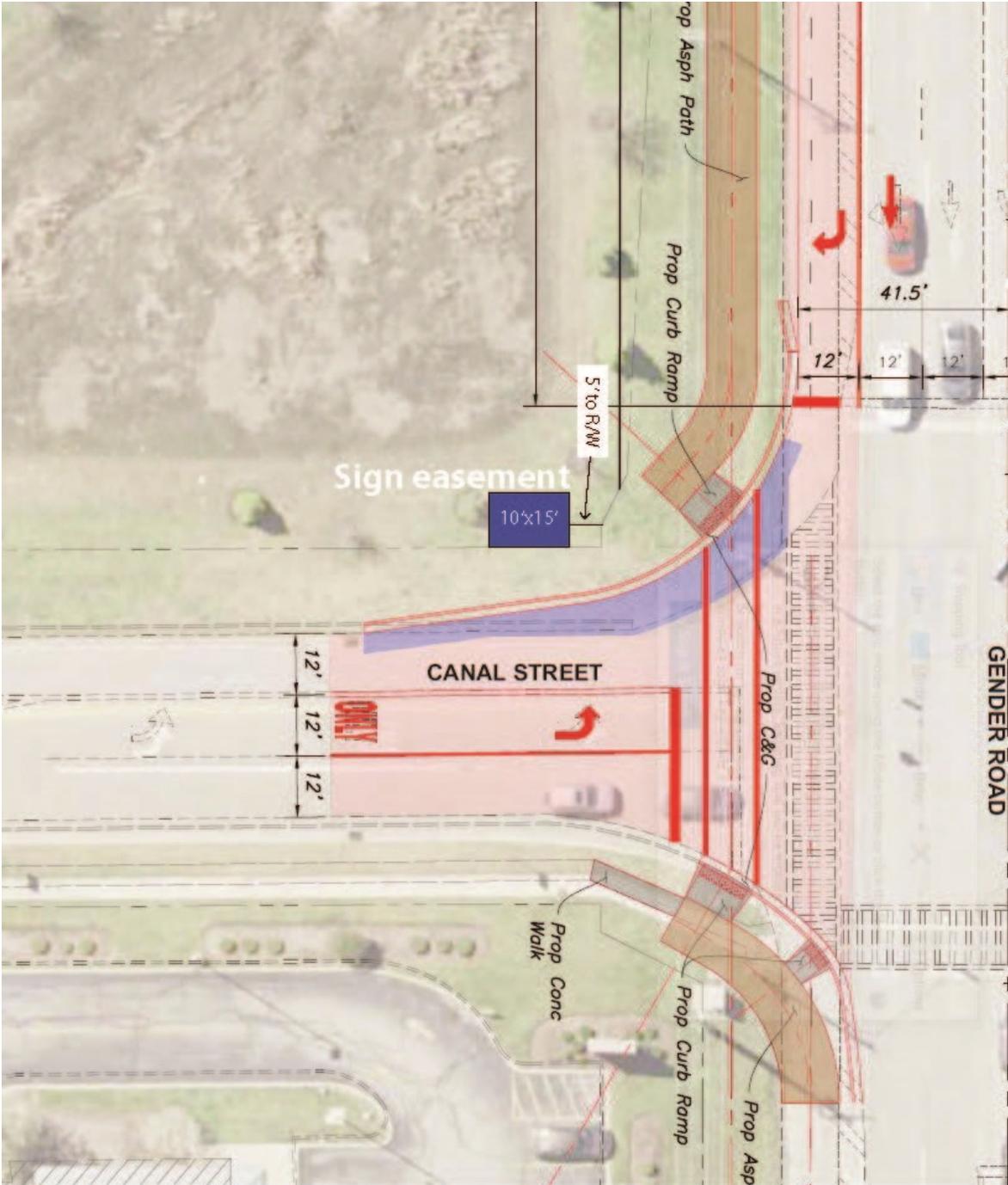
**MONUMENT SIGN FRONT ELEVATION**  
SCALE: 3/8" = 1'-0"  
TOTAL SQUARE FEET = 172.50

**MONUMENT SIGN SIDE ELEVATION**  
SCALE: 3/8" = 1'-0"

**Notes:**

- X TO BE 2" DEEP INTERNALLY ILLUMINATED CHANNEL LETTER CABINET. CABINET TO HAVE BLACK ALUMINUM REVERS. 1" BLACK REVERSE. WHITE PLASTIC FACES WITH WHITE LED. ALL LED STRIPS AND CABINET TO BE INTERNALLY ILLUMINATED WITH WHITE LED STRIPS AND 120 VOLT POWER SUPPLIES.
- TOP FACES TO BE 1/8" ALUMINUM. "CHURCH" COPY TO BE ROUTED OUT WITH 1/8" WHITE ACRYLIC PUSH THRU LETTERS. BACKGROUND TO BE PAINTED BLACK.
- BRANT CABINET TO HAVE ALUMINUM OVER INTERNAL ANGLE. ALL WELDED FRAME. 2" ALUMINUM ANGLE FACE BEZELERS. CABINET TO BE INTERNALLY ILLUMINATED WITH WHITE LED STRIPS AND 120 VOLT POWER SUPPLIES.
- FACES TO BE 1/8" ALUMINUM. BACKGROUND TO BE PAINTED BLACK.
- DISCONNECT SWITCH AT BASE OF SIGN. POWER TO SIGN TO BE BY OTHERS. ONE (1) 20 AMP. 120 VOLT CIRCUIT REQUIRED. DEDICATED TO SIGN ONLY.
- BASE TO HAVE ALUMINUM SIDES OVER INTERNAL ANGLE. ALL WELDED FRAME.
- SUPPORTS, SIZE AND TYPE TO BE DETERMINED BY STATE CERTIFIED ENGINEER. CONCRETE FOUNDATION. SIZE TO BE DETERMINED BY STATE CERTIFIED ENGINEER.

Exhibit C



**ORDINANCE NO. 20-042**

**AN ORDINANCE TO AUTHORIZE THE MAYOR CONVEY A TRACT OF LAND CONSISTING OF APPROXIMATELY +-0.26 ACRES ON WEST WATERLOO STREET TO THE CANAL WINCHESTER INDUSTRY AND COMMERCE CORPORATION TO PROVIDE FOR ITS SUBSEQUENT CONVEYANCE TO JAY JALA HOSPITALITY, L.L.C.**

WHEREAS, Jay Jala Hospitality, LLC. desires to acquire approximately 0.26 acres of land which is owned by the City of Canal Winchester 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 Jay Jala Hospitality, L.L.C. for the sale of the 0.26 acres of land on West Waterloo Street as more fully described in Exhibit A attached hereto, as well as a suitable deed of conveyance to convey to the Canal Winchester Industry and Commerce Corporation the approximately 0.26 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 0.26 acres of land, any remaining public rights in such land conveyed are extinguished.

Section 3. The City hereby finds and determines that the approximately 0.26 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 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.

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Finance Director/Clerk of Council

June 24, 2020

**DESCRIPTION OF A 0.260 ACRE TRACT  
BEING A PORTION OF W. WATERLOO STREET, EAST OF GENDER ROAD  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 24, Township 11 North, Range 21 West, Congress Lands, and being a portions of the following two (2) tracts of land:

1. a portion of a 0.463 acre tract of land conveyed to the City of Canal Winchester, by deed of record in Instrument No. 202006170085133, and
2. a portion of a 2.391 acre tract of land conveyed to City of Canal Winchester, by deed of record in Instrument No. 202006190087959,

all references being to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a 3/4" I.D. iron pipe set in the north line of said 0.463 acre tract, also known as the north right-of-way line of W. Waterloo Street, in the south line of an original 4.363 acre tract of land conveyed to ALDI, Inc., by deed of record in Instrument No. 201610200143787, and at the southwest corner of a 2.045 acre tract of land conveyed, out of said original 4.363 acre tract, to JAY JALA Hospitality LLC, by deed of record in Instrument No. 201711270167335, said iron pipe being N 79° 00' 07" E a distance of 188.43 feet from a 1/2" Solid iron pin found at the intersection of the centerline of W. Waterloo Street (variable width) with the centerline of Waterloo Street (70 feet in width), as shown upon the plat entitled Winchester Boulevard, Waterloo Street and Canal Street Dedication and Easements, of record in Plat Book 102, Pages 38-40;

thence S 85° 36' 35" E along a portion of the north line of said 0.463 acre tract and along a portion of the south line of said 2.045 acre tract a distance of 241.23 feet to a 3/4" I.D. iron pipe found at the southeast corner of said 2.045 acre tract and at the southwest corner of a 1.418 acre tract of land conveyed to State Savings Bank, by deed of record in Official Record 29529, Page G 01;

thence S 04° 23' 25" W crossing said 0.463 acre tract and crossing a portion of said 2.391 acre tract a distance of 41.80 feet to a 3/4" I.D. iron pipe set in the curved northwesterly line of Waterloo Street, extended northeasterly, as shown upon said plat entitled Winchester Boulevard, Waterloo Street and Canal Street Dedication and Easements;

thence southwesterly, crossing a portion of said 2.391 acre tract, along the curved northwesterly line of Waterloo Street, extended northeasterly, as shown upon said plat entitled Winchester Boulevard, Waterloo Street and Canal Street Dedication and Easements and with a curve to the left, data of which is: radius = 700.00 feet, and delta = 07° 27' 08", arc length = 91.05 feet, a chord distance of 90.98 feet bearing S 69° 27' 00" W to a 3/4" I.D. iron pipe set;

thence N 04° 23' 25" E crossing a portion of said 2.391 acre tract a distance of 26.17 to a 3/4" I.D. iron pipe set;

thence N 85° 36' 35" W crossing a portion of said 2.391 acre tract a distance of 93.50 to a 3/4" I.D. iron pipe set;

thence N 04° 23' 25" E crossing a portion of said 2.391 acre tract a distance of 20.10 to a 3/4" I.D. iron pipe set at a point of curvature;

thence northwesterly crossing a portion of said 2.391 acre tract and with a non-tangent curve to the right, data of which is: radius = 44.00 feet, and delta = 54° 18' 42" W, arc length = 41.71 feet, a chord distance of 40.16 feet bearing N 54° 32' 41" W to a 3/4" I.D. iron pipe set at a point of non-tangency, in the north line of said 2.391 acre tract and in the south line of said 0.463 acre tract;

thence N 85° 25' 21" W along a portion of the north line of said 2.391 acre tract and along a portion of the south line of said 0.463 acre tract a distance of 30.83 feet to a 3/4" I.D. iron pipe set;

thence N 04° 23' 25" E crossing said 0.463 acre tract a distance of 13.07 to the place of beginning;

June 24, 2020

containing 0.260 acre of land, more or less, and being subject to all highways, easements and restrictions of record. Of said 0.260 acre, 0.075 acre is within P.N. 184-003483 and 0.185 acre is within P.N. 184-003484.

The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from an actual field survey, performed under his supervision, in October, 2017 and April, 2020. 3/4" I.D. iron pipe set are 30" in length with a plastic cap stamped "BIRD & BULL, INC.". Basis of bearings is the centerline of W. Waterloo Street ~ Relocated S.R. 674, being S 85° 36; 35" W, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS\_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

---

Kevin L. Baxter ~ Ohio Surveyor #7697



**ORDINANCE NO. 20-043**

**AN ORDINANCE TO AMEND THE RULES OF THE CANAL WINCHESTER CITY COUNCIL**

WHEREAS, the Rules Committee of the Canal Winchester City Council has reviewed and considered several amendments to the Council Rules as adopted by Ordinance 14-040; and

WHEREAS, pursuant to Rule 27 of the Council Rules, the Rules Committee hereby recommends adoption of such amendments by City Council;

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

Section 1: That the Council Rules be and are hereby amended to read as detailed in Exhibit A and incorporated herein by reference.

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

\_\_\_\_\_  
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.

\_\_\_\_\_  
Finance Director/Clerk of Council

**2020 Council Rules  
Adopted XX/XX/XX**

**Rule 1 - President**

At the first regular meeting of the Council in each even numbered year, the Council shall elect, by a majority vote of its members, one of its members as the President of Council for a two year term of office. The President of Council shall exercise the following powers, duties, and functions:

- (1) To serve as President of the Council and to preside at all regular meetings of the Council;
- (2) To perform or exercise such other powers, duties and functions as provided by the Charter of the City of Canal Winchester and the rules of the Council; to the extent such rules of the Council are consistent with the Charter of the City of Canal Winchester.

**Rule 2 - Vice-President**

- A. At the first regular meeting of the Council in each even numbered year, the Council shall elect, by a majority vote of its members, one of its members as the Vice President of Council for a two year term of office. The Vice President of Council shall serve as a president pro-tempore of the Council. In the event of a vacancy in the office of President of Council, the Vice President of Council shall succeed to the office of President of Council to serve for the remainder of the unexpired term and the Council shall elect, by a majority vote of its members, another of its members to the office of Vice President of Council to serve for the unexpired term of office. In the event of the temporary absence or disability of the President of Council, the Vice President of Council shall exercise all powers, duties and functions of the President of Council.
- B. If the Council chooses to establish Work Sessions, the Work Sessions shall organize at its first meeting of the year by electing a vice chair.

**Rule 3 - Succession**

If the office of Mayor shall become vacant, the President of Council shall succeed to the office of Mayor.

If the Mayor is temporarily absent from the Municipality or is temporarily unable to perform the duties of Mayor, the President of Council shall become the Acting Mayor and shall, during the period of absence or disability, perform all the powers, duties and functions of Mayor, except he or she shall not have the power to veto ordinances or resolutions. The Acting Mayor shall continue in his or her capacity as President of Council and as a voting member of the Council during the period of the Mayor's temporary absence or disability.

**Rule 4 - Vacancies**

- A. A vacancy in the Council shall be filled by a majority vote of the remaining members of the Council. If the vacancy occurs subsequent to fifteen days before the date when candidates for the office of Council member must file their nominating petitions or if two years or less remain in the term of the incumbent who created the vacancy, the person elected by the Council shall serve for the unexpired term. If the vacancy occurs at least fifteen days prior to the date when candidates for the term of the incumbent who created the vacancy, the person elected by the council shall serve until a successor is elected at the next regular municipal election for the remainder of the unexpired term. The person elected for the unexpired term at the next regular municipal election shall take office on the first day of January following his or her election.
- B. If the Council shall fail to elect a person to fill a vacancy in the Council under Division (A) of this Section within thirty days after the occurrence of the vacancy, its power to do so shall lapse and the Mayor shall appoint a person to serve for the time as provided in Division (A) of this Section.

**Rule 5 - Resignation.**

Any member of Council who desires to resign during his or her term of office shall submit his or her resignation in writing to the Mayor and Council of the City of Canal Winchester, Ohio and such resignation shall take effect when the same has been accepted by a vote of the majority of the members of Council, exclusive of the person tendering his or her resignation.

**Rule 6A - Powers of Mayor**

- A. The Mayor shall be the chief executive, administrative, and law enforcement officer of the Municipality. He or she shall be responsible for the administration of all municipal affairs placed in the Mayor's charge by or under this Charter, the ordinances or resolutions of the Municipality and state laws.
- B. The Mayor shall have the following powers, duties and functions to:
  - (1) Appoint, promote, and when he or she deems it necessary for the good of the service, suspend or remove or otherwise discipline all municipal employees and appointive administrative officers, except as otherwise provided for by or under this Charter, subject to the powers granted to the Council pursuant to Section 3.01(A) (4) of this Charter and subject to the provisions of this Charter pertaining to the Merit System.
  - (2) Direct and supervise the administration of all departments, offices and agencies of the Municipality, except as otherwise provided by this Charter.
  - (3) Attend all council meetings and shall have the right to take part in discussions but may not vote.
  - (4) See that all laws, provisions of this the Charter and ordinances and resolutions of the Council, subject to enforcement by the Mayor or by officers subject to his or her direction and supervision, are faithfully executed.
  - (5) Prepare and submit the annual budget and capital program to the Council.
  - (6) Submit to Council and make available to the public a complete report on the finances and administrative activities of the Municipality as of the end of each fiscal year.
  - (7) Make such other reports as the Council may require concerning the operations of municipal departments, offices, boards, commissions and agencies subject to his or her direction and supervision.
  - (8) Keep the Council fully advised as to the financial condition and future operating and capital needs of the Municipality and make recommendations to the Council concerning the affairs of the Municipality.
  - (9) Require reports and information of subordinate officers and employees of the Municipality as he or she deems necessary in the orderly operation of the Municipality, or when requested to do so by the Council or any board or commission of the Municipality.
  - (10) Execute on behalf of the Municipality all contracts and agreements, except as otherwise provided in this Charter.
  - (11) Affix to official documents and instruments of the Municipality the Mayor's Seal, which shall be the seal of the Municipality, but the absence of the seal, shall not affect the validity of any such documents or instrument.
  - (12) Perform such other powers, duties and functions as are conferred or required by this the Charter, by any ordinance or resolution of the Council, or by the laws of the State of Ohio.

**Rule 6B - Powers of Council**

All legislative power of the Municipality shall be vested in the Council, except as otherwise provided by the Charter and the Constitution of the State of Ohio. Without limitation of the foregoing, the Council shall have and possess the following powers:

- (1) The power to levy taxes and assessments and incur debts subject to the limitations imposed thereon by the Charter and the Constitution of Ohio.
- (2) The power to adopt and to provide for the enforcement of local police, sanitary and other similar regulations as are not in conflict with the general laws.
- (3) The power to provide for the exercise of all powers of local self-government granted to the Municipality by the Constitution of the State of Ohio in a manner not inconsistent with this Charter or the Constitution of the State of Ohio.
- (4) The power, by ordinance or resolution, to establish or authorize the number of officers and employees in the various offices, departments, divisions, bureaus, boards and commissions of the Municipality, including but not limited to administrative assistants to the Mayor, and to establish or authorize the establishment of a rate of their compensation, hours of work, and to provide such other fringe benefits and conditions of employment as deemed proper by the Council.
- (5) The power to require such bonds as in the opinion of the Council are necessary for the faithful discharge of the duties of the officers and employees of the Municipality. The premium for said bonds shall be paid by the Municipality.
- (6) At the time this the Charter becomes became effective, the Municipality has contracted with the Sheriff of Fairfield County, Ohio for police services and Madison Township provides fire services. The arrangements currently existing for police and fire services shall continue under this Charter; however, the Council may determine from time to time whether police, fire, utility or other services shall be provided pursuant to contracts with other qualified providers of services or whether any of the Departments of Police or Fire shall be created.
- (7) The power to establish, by ordinance or resolution, the rates or charges made of consumers of all municipal utilities and services.
- (8) The power to acquire and to sell or otherwise convey interest in real property; and to lease, as lessor or lessee, or otherwise grant or receive interests in real property.
- (9) The power to provide for an independent audit of the accounts and records of the Municipality, which may be in addition to audits by state offices and agencies as may be required under the general laws of Ohio.
- (10) The power to require the Mayor, department heads, and Boards and Commissions to provide information and reports to the Council.
- (11) To exercise all other powers granted to the Council by the Charter of the City of Canal Winchester and by the Constitution and laws of the State of Ohio.

**Rule 7 - Meetings.**

- A. Regular Meetings: Council shall meet in regular session on the first and third Mondays of each month at 7:00 p.m. official time, except as may be modified by a schedule adopted by Council. All regular Council meetings shall be adjourned at no later than 11:00 p.m. In the event that business has not been completed, Council shall adjourn on a day to day basis until the same is completed.
- B. Organizational Meeting: The Council shall be a continuing body, but shall meet in the Council Chamber at its first meeting in January of each year for the purpose of organization. Council shall adopt, by majority vote of its members, its own Rules which shall not conflict with the Charter of the City of Canal Winchester and which shall remain in effect until amended, changed or repealed by a majority vote of the members of Council. The Rules shall go into immediate effect unless a later date

is specified, and shall not be subject to initiative or referendum. The Rules of Council shall provide for the number, composition and manner of appointment of committees of Council, and such other matters as Council shall determine to be necessary for the proper functioning and government of Council. Council may appoint members to various city organizations such as CWJRD, Human Services, CWICC and Destination Canal Winchester, etc. as provided by each organization's bylaws. However, no more than two members of Council shall be appointed to the same organization. All official appointments shall be made in the form of a Resolution.

- C. Special Meetings: Special meetings may be called, for any purpose, by the Mayor or any three members of the Council upon at least twenty-four (24) hours notice to the Mayor and each member of Council, which notice may be served personally or left at the usual place of residence. Members of the Council and the Mayor who attend special meetings of the Council or who are present at another regular or special meeting where a special meeting is announced by the presiding officer need not receive notice of the special meeting. Members of the Council and the Mayor may waive receipt of notice of a special meeting either prior or subsequent to the meeting.
- D. Schedule of Council Affairs: The Clerk of Council shall maintain a schedule of Council affairs including therein the times, dates and places of all regularly scheduled meetings of Council, special meetings as they become necessary, regular meetings and public hearings of standing committees, and whenever practicable, meetings of special committees. The schedule shall also list the number and title of ordinances and resolutions set down for committee action and the date scheduled for the committee report.
- E. Recess: Council will take a recess on the third Monday in July.

## **Rule 8 - Committees.**

### **A. Committees.**

- (1) The Council may choose each year to establish Work Sessions or Standing Committees. Such choice should be made by the last meeting in November each year to avoid any delay in committee activity. If Council chooses to hold Work Sessions, a Rules Committee and Committee of the Whole shall be formed and composed as set forth in subsections (A) (2) (c) and (d) and (B)(2) herein.
- (2) If the Council chooses to establish individual committees, they should form the following Standing Committees by December 31, to avoid any delay in committee activity with the responsibilities as shown. (It is to be noted that this Section 1 is directory in nature and not mandatory and is subject to the discretion of Council.)
  - a. Finance/ Economic Development Committee
    - i. Review, investigate and recommend Council action in all fiscal matters before Council; including budgets, appropriations, taxes, assessments, employee wages and relations, insurance, expenditures and general monetary policy, including municipal insurance, and professional services as detailed in ordinance 40-11 and other special assignments.
    - ii. Review, investigate and recommend council action in all matters of economic development, annexation, zoning and subdivision regulations, Landmarks Commission, historical features and in all matters of downtown issues, building codes and inspection, Convention and Visitors Bureau and other special assignments.
  - b. Service/Safety Committee

- i. Review, investigate and recommend Council action in all matters of city infrastructure including public service, streets, storm sewers, sanitary sewers, water, and other special assignments.
    - ii. Review, investigate and recommend Council action in all matters of public buildings and grounds, traffic safety, police protection, fire protection, health, civil defense, building codes and inspection, beautification and public park lands, recreational facilities, street trees, information technology, act as liaison for the Canal Winchester Joint Recreation Board and other special assignments.
  - c. Rules Committee: Any resolution to amend the Rules of Council shall be referred to the Rules Committee where it shall be considered immediately, taking precedence over any other business before the committee, and the committee shall make a report on the resolution to amend at the next regular session of Council following its introduction. The Rules Committee shall meet at least once a year to review the standing rules of Council. The Rules Committee's authority shall include, but is not limited to, reviewing, investigating and recommending council action in areas involving eligibility for office and conflicts of interest. The Rules Committee shall also review, investigate and recommend council approval or disapproval of all candidates to fill vacancies for positions on City Council.
  - d. Committee of the Whole: Review, investigate and recommend Council action in all long range planning, potential capital improvement projects and any special topic as determined by Council. Committee of the Whole will be held as needed but no less than quarterly.
- (3) If the Council chooses to establish individual committees, the newly elected President shall appoint, with approval by the majority vote of Council, standing committees. The appointment should be done no later than the organizational meeting prior to the first regular scheduled meeting in January of each year.

B. Composition of Committees.

- (1) Work Sessions.
  - a. If the Council chooses to establish Work Sessions, the Work Sessions shall consist of all members of the Council. The Mayor shall be an ex-officio member of this committee.
  - b. The Vice President of Council shall serve as Chair of Work Sessions.
  - c. The Work Sessions will be divided into two areas of focus. One Work Session will focus on Finance/Economic Development and the second Work Session will focus on Service/Safety. While the Work Sessions will include an area of focus, other items may be brought before Council as needed.
- (2) Standing Committees
  - a. If the Council chooses to establish individual Standing Committees, the newly elected President shall appoint, with the approval by the majority vote of Council, standing committees.
  - b. Every effort shall be made by the President of Council to provide even representation on the standing committees. Each council person shall be asked to serve on two committees before allowing another council person to participate on a third committee or more.

- c. The standing committees shall consist of a minimum of three members of Council, with the exception of the Economic/Finance Committee which will include four members of council.
- d. Each standing committee shall select its own Chair; however, no member of Council shall serve as chairman of more than one committee. The Chair shall preside over all committee meetings and appoint a vice-chairman to serve in chairperson's absence. The Chair shall communicate with the Clerk of Council and staff in the preparation of the committee agenda and packet of information.
- e. If desired, the Chair may appoint as many citizen advisory members as may be necessary, however, no citizen advisory members shall vote on the recommendations of the committee but may concur in either the majority or minority reports.

C. Committee Meetings.

- (1) Meetings of all committees of Council shall be public meetings and whenever possible shall be held in public buildings, however, each committee by a majority of its voting members may elect to hold meetings wherever it deems necessary to properly further its assigned purposes. All committee meetings will be called by the Chair of the committee or two voting members giving notice of the date, time and place to all members of the committee and Clerk of Council. The Clerk of Council shall notify all members of Council of all committee meetings. Any member of Council shall have the right to sit with any committee; however, members of Council shall have a vote only when regularly assigned to such committee. Any committee meeting may be canceled or continued by majority vote of members of the committee. Each committee may adopt its own rules of order; however, in the absence of such rules the parliamentary procedure set forth in Robert's Rules of Order, newly revised, shall prevail.
- (2) Each committee, excluding the Rules Committee, shall have at least one monthly meeting; not held at the same time as another committee meeting. No regular committee meeting may be held on regularly scheduled Council meeting times. This prohibition may be temporarily suspended by an affirmative vote of a majority of the members of Council. The Chair of each committee, except the Rules Committee, shall establish regular monthly meeting times at the first committee meeting of each year, so as to not have any conflicting times and dates. The committee meetings are regularly scheduled meetings of Council members.

D. Special Committees of Council/Special Assignments.

- (1) The President of Council may from time to time appoint special committees for limited purposes, subject to the approval of the majority of Council. The statement of purpose for all special committees shall contain a section setting forth the length of time required to complete their special purpose. Special Committees shall not duplicate the function or purpose of the Committee of the Whole, Work Sessions or other Standing Committees.
- (2) Special Assignments: Temporary, special committees may be appointed by the President, with the approval of the majority of Council, to undertake some special task.

**Rule 9 - Order of Business.**

The business of regular Council meetings shall be transacted in the following order:

- (A) Call to Order
- (B) Pledge of Allegiance
- (C) Roll Call to determine if quorum is present
- (D) Reading and approval of prior meeting minutes
- (E) Communications/Petitions
- (F) Public Comments

- (G) Ordinances and Resolutions (Each is to be labeled as Ordinance or Resolution, assigned with an appropriate number and name of the Council person who is sponsoring it. All proposed legislation is to be listed in groups of third readings, second readings and first readings.)
- (H) Reports of City Officials and Staff
- (I) Council Reports
- (J) Old/New Business
- (K) Adjournment to Executive Session
- (L) Adjournment

The business of Work Session/Committee meetings shall be transacted in the following order:

- (A) Call to Order
- (B) Roll Call
- (C) Also in Attendance
- (D) Request for Council Action
- (E) Old/New Business
- (F) Adjournment

**Rule 10 - Attendance.**

Attendance at regular Council meetings shall ordinarily include the Finance Director, Director of Public Service, Development Director, Law Director, Sherriff Representative and such other staff and department heads as may be requested.

Meetings of Council are open to the public (RC 731.46).

**Rule 11 - Record of Proceedings; Meeting Agenda.**

- A. The Clerk of Council shall keep a record of all Council proceedings, rules, by-laws, resolutions, and ordinances passed or adopted, which shall be subject to inspection of all persons interested. In case of the absence of the Clerk of Council, Mayor shall appoint a staff member to perform the duties of Clerk of the Council.
- B. The Clerk of Council shall prepare an agenda for every meeting, attend to all correspondence incidental to his or her office, and perform such other duties as may be assigned by City Council President, the Mayor, or as required by law.
- C. The Clerk of Council shall be notified by Staff of matters to be presented, including ordinances and resolutions, in order that they may be listed on the meeting agenda by end of day Tuesday. A draft agenda shall be provided to Council and posted to the City’s website no later than end of day Wednesday. The Mayor and the Clerk of Council will review and approve the final agenda no later than Friday at Noon prior to Council.
- D. Meeting packets consisting of the agenda, minutes to be approved, committee meeting minutes, staff and official reports, proposed ordinances and resolutions and any received communications will be provided by the Clerk of Council to Council, Mayor and Staff no later than end of day the Friday prior to the next Council meeting of the month. The agenda packet shall also be posted to the City’s website for public review. For purposes of the agenda packet, a communication is defined as any public statements submitted through the City website or any other written communication containing the specific request to be included in an agenda packet. City staff may ask to include other written communications they deem necessary to ensure Council’s awareness of various items.
- E. After an ordinance or resolution is adopted, it shall be accompanied by a statement that it has been reviewed by Law Director and is correct as to form.

- F. A change may be made to the published proposed agenda by the Clerk of Council if he or she shall deem a change necessary to add or delete any items. The Clerk of Council may make such changes to the proposed agenda at any time prior to the commencement of the Council meeting. After the Council meeting has commenced, any change to the published agenda shall not be made other than by a majority vote in Council on the motion to amend which shall not be debatable except for a brief statement of necessity by the maker of the motion. Such a motion shall require no second.

**Rule 12 - Hearings before Council.**

Council customarily accommodates visitors by providing a time of five (5) minutes to hear their concerns or requests, while under the main obligation of conducting its scheduled business within normal limits of time. The Presiding Officer may, in his or her discretion, allow visitors to speak more than five (5) minutes. Where electors, taxpayers, or any other person or persons desire a hearing which, in point of time, may exceed the time usually available, then Council shall schedule such public hearing by arranging for a special time and place thereof. Council shall adopt a Policy for Decorum at Public Meetings in order to impose reasonable guidelines for visitors attending and participating in hearings before Council.

In lieu of appearing in person, visitors may provide a written statement to Council. Written statements received by the Clerk of Council prior to end of day noon Friday shall be included in the agenda packet. Statements received after the publication of the agenda packet but before the commencement of the Council meeting shall be distributed to all Council members and receipt acknowledged verbally during the meeting.

**Rule 13 - Opening Procedure; Quorum.**

The President of the legislative authority shall take the chair at the time appointed for the Council to meet, and shall immediately call the members to order; he or she shall then determine if a quorum is present, call for the approval of the minutes from the previous Council meeting and continue on with the prescribed order of business.

A majority of all members elected shall be a quorum, but a less number may adjourn from day to day to compel the attendance of absent members in such matter and under such penalties as are described in Section 11.01 of the Charter of the City of Canal Winchester.

**Rule 14 - Order and Decorum.**

The President of the legislative authority shall preserve order and decorum, and confine members in debate to the question. He or she may in common with any other member, call any member to order who shall violate any of the rules. The Law Director shall serve as Parliamentarian with respect to all questions of order.

The presiding officer shall avoid any appearance of partisanship on any question. His or her function is solely to see that the business properly brought before Council is conducted in an orderly manner, and that the members of Council observe the rules of procedure. Council shall adopt a Policy for Decorum at Public Meetings in order to impose reasonable guidelines for visitors attending and participating in public meetings.

Council members are expected to devote their full attention to the discussion of Council business during Council meetings, and communications to others outside the public deliberations of Council are highly discouraged/forbidden. If a Council member must communicate with anyone using an electronic device during a Council meeting, they are expected to conduct those communications off the Council platform.

**Rule 15 – Removal of Council Member**

Council may punish or expel any member for disorderly conduct or a violation of its rules, in accordance with Section 11.01 of the Charter of the City of Canal Winchester.

**Rule 16 - Adjourned Meetings; Excusal during Meetings.**

When the business of Council is not completed within the available time for a given meeting, the meeting, by motion of Council, may be adjourned to a definite time. When the Council reconvenes at the appointed time, if a quorum is present, Council shall take up the business where it left off at its former meeting. An adjourned meeting is merely a continuation of the meeting from which it was adjourned and not for the introduction of new business.

No member shall be excused while Council is in session except upon permission of the Presiding Officer. No member shall be excused from attendance at a Council meeting, except upon roll call and by a vote of the majority of the members present.

It shall be the responsibility of the Council member to contact the Clerk of Council, Mayor or another Council member to provide notification of a pending absence.

**Rule 17 - Voting**

Every member present shall vote by a "yes", "no" or "abstain".

**Rule 18 - First Readings.**

When a sponsored ordinance is submitted to Council, it may be given a first reading at a regular meeting of Council or a special meeting called for such purpose. Resolutions shall be submitted to Council in the same manner however, per Charter 4.04 only require one reading for passage. At Council's request, an overview by the sponsoring Council member or staff must be given before the first reading of any ordinance or resolution.

**Rule 19 - Second and Third Reading of Ordinances; Emergency Ordinances.**

Each ordinance shall be given a second reading and a third reading at separate meetings; provided, however, Council may or may not, as Council so desires, suspend the rules requiring three readings by a vote of at least two-thirds of the members of Council, pursuant to Section 4.04 of the Charter. The ordinance is then ready for passage.

After a member moves for passage, a vote will be taken. If a majority of the members of Council approves the passage of the ordinance, it shall be signed by the Clerk of Council, and the presiding office of Council, Mayor and Law Director. Each emergency ordinance or resolution shall require an affirmative vote of at least two-thirds of the members of Council. Legislation passed as an emergency measure must have the reason stated for the emergency, and not in the more general terms that such action is "necessary for the peace, health, welfare and safety of the City".

In instances where a motion is made at the meeting to amend legislation to pass the ordinance as an emergency measure, the Presiding Officer shall allow visitors to speak in accordance with the Council Rules and Policy for Decorum at Public Meetings for a maximum of two minutes.

**Rule 20 - Amending Resolution or Ordinance.**

It shall be in order to amend a resolution or ordinance at any time, but if such ordinance is of a general or permanent nature, and such amendment is made after the second reading, a report shall be given by the sponsoring Council member and/or staff as to the nature of the amendment.

**Rule 21 - Majority Defined; Two-Thirds or Three-fourths Defined.**

Whenever the term "majority" is used herein, unless otherwise indicated, it shall be held to mean a majority of those elected to Council; likewise, whenever a two-thirds vote is indicated, it shall mean two-thirds of the members elected to Council. Thus, in a Council of seven members, a majority shall be four; two-thirds shall be five; and three-fourths shall be six.

No ordinance shall be passed by Council without the concurrence of a majority of the members.

**Rule 22 - Limitations on Debate.**

When an ordinance, resolution or motion is before Council, an adequate opportunity shall be provided for all members of Council to be heard. However, in order to expedite business and to assure that a minority cannot effectively abrogate the desire of the majority by dominating the floor and thus prevent a vote, the rules of discussion contained in the following requirements are set forth as the official policy of Council.

The Presiding Officer shall recognize members prior to such member taking the floor. No member shall be permitted to speak longer than five (5) minutes at any one time. No member shall be permitted to speak more than two times for or against the proposition under consideration. While members may yield to other members, the limitations set forth above shall prevail. No member shall be permitted to speak the second time until all members have been heard at least once or a member who has not been heard wishes the floor. The Presiding Officer, subject to challenge from the Council, may refuse the floor to any member when the tactics are obviously dilatory and not in the best interest of Council. The above rules may be suspended to permit unlimited debate by a vote of three-fourths majority of Council.

**Rule 23 - Motions; When Debatable; Withdrawal.**

When a motion is made and seconded, it shall be stated by the Presiding Officer before any debate shall be in order. Any such motion and any amendment thereto, may be withdrawn by the movers thereof at any time before the vote.

**Rule 24 - Division of Question.**

Any member may call for a division of the question, or the Presiding Officer may direct the same, and in either case the same shall be divided if it comprehends questions so distinct that one being taken away, the other will stand as an entire question for decision.

**Rule 25 - Adjournment.**

The motion to adjourn shall always be in order, unless Council is engaged in voting, and the motion to adjourn or lay on the table, or for the previous question, shall be decided without debate.

**Rule 26 - Roberts Rules of Order.**

In the absence of any rule upon the matter of business, the Council shall be governed by the current edition of "Roberts Rules of Order".

**Rule 27 - Amendments.**

These rules may be amended or altered or new rules adopted by a vote of the majority of all of the members elected at any meeting of the Council, on the report from the Rules Committee.

**Rule 28 - Minutes of Council.**

The Clerk of Council is responsible for keeping an accurate record of the minutes of all Council and Council committee meetings. All minutes of meetings shall be reduced in writing and a copy of the same shall be furnished to all Council members, Law Directors and Staff not later than three (3) days prior to the next regular meeting of Council, together with any available legislation.

**Rule 29 - Sunshine Law.**

- A. (1) To establish a reasonable method for any person to determine the time and place of all regularly scheduled meetings and the time, place and purpose of all special meetings;
- (2) Making provisions for giving advance notice of special meetings to the news media that have requested notification; and
- (3) Making provisions for persons to request and obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed.
  
- B. The Rule 29 is in addition to any applicable legal requirements as to notices to members of the municipality and to others in connection with specific meeting or specific subject matters.
- C. The Clerk of Council shall post all agendas noting the time and place of regular and committee meetings on the City's website at least twenty-four (24) hours prior to the day of the next regular or committee meeting.
- D. The Clerk of Council shall post a statement of the time and place of any organizational meeting of the municipal body at least twenty-four (24) hours before the time of such organizational meeting.
- E. Upon adjournment of any regular or special meeting to another day, the Clerk of Council shall promptly post notice of the time and place of such adjourned meeting.
- F. Except in the case of emergency special meetings, the Clerk of Council shall, if possible, at no later than twenty-four (24) hours before the time of a special meeting, post a statement of the time, place and purpose of such special meeting on the front of the Municipal Building (City Offices), Town Hall, and Community Center.
- G. Any news medium organization that desires to be given advance notification of special meetings of any municipal body shall file with the Clerk of Council a written request therefore. Except in the event of any emergency requiring immediate action, a special meeting shall not be held unless at least twenty-four (24) hours advance notice of time, place and purpose of such meeting is given to the news media requesting advance notification.
- H. News media requests for such advance notification of special meetings shall specify the municipal body that is the subject of such request; the name of the medium; the names, addresses and telephone numbers (during business hours) of two persons to either written or oral notification should be made and the name and telephone number of one person who can be reached by telephone at any hour for the purpose of notification. Each news medium shall be informed of such period of effectiveness at the time it files its request. Any notification provided herein to be given to the Clerk of Council or may be given under authority of the Clerk of Council, and a reasonable attempt of notification shall constitute notification in compliance with these rules.
- I. The Clerk of Council shall give such oral or written notification, or both, as the Clerk of Council determines, to the news media that have requested advance notification, of the time, place and purpose of such special meeting, at least twenty-four (24) hours prior to the time of such special meeting. In the event of emergency meeting a lesser time than twenty-four (24) hours may be given. The minutes or the call, or both, of any such special meeting shall state the general nature of the emergency requiring immediate official action.

**ORDINANCE NO. 20-044**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AMENDMENT TO THE CONTRACT WITH THE FAIRFIELD COUNTY SHERIFF FOR POLICE PROTECTION**

WHEREAS, the City of Canal Winchester has contracted with the Fairfield County Sheriff for police protection for the city as authorized by Ordinance 18-36; and

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to amend the contract to include additional staffing;

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

Section 1. That the Mayor be authorized to enter into and execute an amendment to the current agreement with the Fairfield County Sheriff for police protection in a form substantially similar to the agreement 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 \_\_\_\_\_  
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.

\_\_\_\_\_  
Finance Director/Clerk of Council

**FIRST AMENDMENT TO THE AGREEMENT WITH THE FAIRFIELD COUNTY  
SHERIFF FOR POLICE PROTECTION**

This First Amendment (the “Amendment”) amends a certain **Agreement** entered into between the Sheriff of Fairfield County, Ohio (the “Sheriff”) and the City of Canal Winchester, Ohio (the “City”) and dated \_\_\_\_\_, 2020.

**RECITALS**

- A. The City is a municipal corporation desirous of acquiring additional police protection for the property and residents of the City which is located in both Franklin and Fairfield Counties, Ohio; and
- B. The Sheriff is authorized to enter into a contract with a municipal corporation for the performance of police functions as set forth in Ohio Revised Code Sections 311.29 and 737.04.

**WHEREFORE**, the Sheriff and the City (the “parties”) hereby agree as follows:

1. Personnel – Pursuant to the terms of Paragraph 10 of the Agreement, “Additional Personnel,” Paragraph 1 in the Agreement is hereby amended to read as follows:

The Sheriff agrees to fund eleven (11) deputies to provide three hundred seventy-six (376) hours per week of police protection to the City to keep the peace, protect property, and to perform other necessary police functions of the city. The Sheriff will assign exclusively to patrol the City two (2) Deputy Sheriffs for twenty-four (24) hours a day, seven (7) days a week, and a third Deputy Sheriff to work a shift to be mutually agreed upon in writing by the Mayor of the City of Canal Winchester and the Sheriff.

Effective as of the date of this amendment, the Sheriff agrees to fund one additional Deputy Sheriff, in addition to those provided for in the above paragraph, to exclusively patrol the City and to work a shift to be mutually agreed upon in writing by the Mayor of the City of Canal Winchester and the Sheriff for a total of twelve (12) funded deputies.

The Sheriff also agrees that, subject to annual appropriation by Canal Winchester City Council beginning January 1, 2021, a second additional Deputy Sheriff will be funded to exclusively patrol the City and to work a shift mutually agreed upon in writing by the Mayor of the City of Canal Winchester and the Sheriff for a total of thirteen (13) funded deputies.

The Sheriff further agrees to make available to the aforementioned Deputy Sheriffs who are assigned to patrol the City all training programs, special equipment, and other regular facilities of the Sheriff’s Office. It is further mutually agreed between the parties hereto that the duties of the aforesaid Deputy Sheriffs will be determined from time to time by the best judgment of the Sheriff and the City, including, but not limited to, normal police duties, serving court papers, and duties in cooperation with other City functions.

2. Additional Payments – Pursuant to the terms of Paragraph 10 of the Agreement, “Additional Personnel,” the City will pay all costs associated with the addition of Deputy Sheriffs exclusively assigned to patrol the City under this agreement. The amount of this Additional Annual Payment shall be \$ \_\_\_\_\_ for each additional Deputy Sheriff added under this agreement. Such costs will be in addition to the payment agreed upon in Paragraph 5 of the Agreement, “Annual Payment.”
  
3. Effective Date – This First Amendment shall commence on \_\_\_\_\_, 2020 and shall terminate at \_\_\_\_\_ on \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have hereto set their hands this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Dave Phalen  
Sheriff  
Fairfield County, Ohio

CITY OF CANAL WINCHESTER  
COUNTY OF FRANKLIN  
STATE OF OHIO

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



## **Mayor's Report**

**September 21, 2020**

### **Metro Parks:**

As most of you may know by now, Metro Parks has backed out of their offer to purchase Westchester Golf Course. The reason stated at their September 15<sup>th</sup> Board of Directors meeting was, they were given bad information about the condition and the profitability of the course. They were under the impression it was in poor condition, was not making money and had very little play.

### **Prescription Drug Take Back Day:**

Canal Winchester will not be participating in the October Prescription Drug Take Back Day this year. The Sheriff's Department is not allowing Deputies and Community Watch members to be exposed to the drug containers, dropped off by the public to be destroyed. Hopefully, we can participate once again in the Spring of 2021. A listing of other locations participating should be coming out soon, when it does, we will post the closest locations on the city website.

# COUNCIL UPDATE



September 17, 2020

Finance Department  
Amanda Jackson, Finance Director

## **Project Status:**

*2020 Income Tax Collections Update* – As of the date of this report, income tax collections are approximately \$85,000 or 1.5% higher than this time last year. This puts us on track to exceed revenue expectations and end the year at approximately \$7.4 million.

*2021 Appropriations* – Work is continuing on the 2021 budget which will be presented to Council in October. Approval is required by the end of the year.

# COUNCIL UPDATE



September 17, 2020

Department of Public Service  
Matthew C. Peoples, Director

## **Project Status:**

**Rumpke Transition:** The Rumpke transition is quickly approaching and communications are continuing. Our website has been updated to reflect transition information and Rumpke has sent mailers to all households on the address list. The major dates to note are September 21<sup>st</sup>, which is when Rumpke will begin distributing the carts; September 28<sup>th</sup>, which is the last day Waste Management will pick up; and, October 1<sup>st</sup>, which is the first day Rumpke will pick up. We have an electronic communications plan to remind residents of these important dates.

**CIP:** We are working on the update to the 5-year Capital Improvements Plan and expect to present to Council at the October 19<sup>th</sup> meeting.

**WRF Generator Project:** We are working through the submittal phase of the project with MG Abbott. The generator has a long lead time and we are awaiting the finalization of that to get a project timeline. Additionally, the \$50,000 Ohio EPA loan forgiveness/grant is being finalized on September 24<sup>th</sup>.

**Stormwater Management Plan Updates:** Ohio EPA is updating the stormwater permit and we will be required to update our stormwater management plan and some associated ordinances. We are still awaiting the permit to be finalized and will have more information as we go along.

**Gender Rd. Signal Synchronization Project:** The synchronization plan has been completed and is being installed. We found some equipment and programming issues we will be addressing directly.

**Westchester Park:** The only outstanding item is the installation of new post caps on the stone columns. Work is expected to be complete in October.

**WTP Building Evaluation:** We have met with an architect that will be providing a proposal to perform a preliminary evaluation to replace the old WTP building with one that provides more functionality to the crews. Network communication interruptions, bat infestations, unusable space, poor functionality and cramped quarters are problems that have plagued the building for some time.

**2020 Street CIP:** We have started planning for the 2020 Street CIP and are meeting with Shane Spencer to provide preliminary cost estimates. Once we have the costs we will work those in with the budget to come up with our final list of streets to be completed.

**Transportation Thoroughfare Plan:** MORPC provided us their data collection and analysis information that we are currently reviewing. EMH&T's will work off of the MORPC data and is expected to provide their draft soon.

**Gender Rd. Phase V:** EMH&T continues design work for the project and we are on schedule for an early 2021 bid for a spring 2021 construction.

**Pool Management Contract:** The 3-year contract with Columbus Pool Management expires at the end of 2020 and we are working with them and another vendor for new proposals.

**McGill Park:** We continue to work with OHM on the design for both the McGill Phase I and Trail Connector projects and are expecting to be completed within the next few months.

**Gender Rd. Phase VI:** We continue 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 and we are preparing to begin assembling the application. We have had project discussions with ODOT and they indicated they are in support and it would complement their US Rt. 33 capacity and congestion study currently underway.

# COUNCIL UPDATE



September 17, 2020

Division of Urban Forestry  
Dick Miller, Urban Forester

## Project Status:

**Pruning:** Major pruning has been delayed while the chipper is undergoing repairs. We continue to remove broken limbs around town.

**Site Clearing:** We continue with dead tree removals and site cleanup along the bike path west of Gender Road and north of Groveport Road. Twenty-five stumps remain at the site.

**Pool Parking Lot:** The Taxus hedge along the pool parking lot will be restored to an eventual 24" height to improve visibility to use by pedestrians and others and improve vehicle line-of-site to drivers leaving that parking lot.

**Fall Street Trees:** Sixty-six (66) total trees to be installed with Klamfoth, Inc. of Canal Winchester was the low bidder at \$19,145.00. The fall street tree planting has historically been completed in November of the planting year.

# COUNCIL UPDATE



September 17, 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.

**Sludge Press Upgrade:** The sludge press expansion (from 4 cells to 6 cells) is complete and the press is operating well. The manufacturer installed two new valves and a new control system as part of the upgrade.

**North Gender Lift Station:** pump problems continue at the North Gender station. A new pump has been ordered following assessment of a damaged existing unit, which showed the pump to be beyond cost-effective repair. The new pump will take 6-7 weeks for delivery. Efforts are actively underway to assess future demand on the station and perform an eventual upgrade to ensure the station is capable for future need. We expect the assessment to be completed soon. The city's portable pump is stationed on site for quick use in the event it is needed, and will remain there until the problems are resolved.

**Headworks Controls:** The primary pump controls for the WRF headworks failed multiple times in the last two weeks before finally failing entirely on Friday the 4th. The plant's backup control system was put into place and technicians have been scheduled to assess and repair. No estimate of the cost is yet available.

## **Safety:**

- City employees remain in compliance with mask orders and social distancing. Safety meetings will continue as normal once the crisis has passed.

# COUNCIL UPDATE



September 17, 2020

Division of Streets, Lands and Buildings  
Shawn Starcher, Manager

## **Project Status:**

**Storm Main Extension:** Crews have extended a storm pipe and graded near culvert areas at the Washington/Dietz intersection to make mowing/maintenance safer and much easier.

**Litter Patrol:** Crews picked up 35 bags of trash and 3 truckloads of litter along U.S. Route 33. Additionally, the Lions Club worked on a litter pickup project along U.S. 33 and the Gender Rd. interchange.

**Guardrail Replacements:** Guardrail was replaced in several areas where accidents have occurred. We still have several other insurance cases from accidents we are working on to get guardrail repaired.

**Leaf Season:** Crews have begun to prep equipment for the upcoming leaf season.

**Facility Cleanings:** Crews continue to clean and disinfect city buildings on a daily basis

**Mowing Season:** Crews continue to stay busy with roadside and parks mowing/trimming

**Guardrail Painting:** Crews are nearly finished painting the wooden bike railing along the bike path on Groveport Rd.

**Weed control:** Crews continue cutting back overgrown areas of limbs and weeds along our roadside mowing areas and those blocking signage

# COUNCIL UPDATE



September 17, 2020

Division of Information Technology  
Rick Brown, Coordinator

## **Project Status:**

**Additional Disk Storage:** Increased disk capacity on the DR Replication server. Adding additional storage permits the production environment to be replicated without daily intervention. Increasing the capacity broke the replication virtual topology and required the environment to be recreated.

**New Municipal Building Planning:** Completed the bandwidth projections for our internet provider to provide a cost estimate of services for the new Municipal Complex and associated projects. Additionally, working with Access Control vendor in providing locations for their cost estimating efforts.

**WTP SCADA Communications:** Continue to work on intermittent communications issues.

**Public Meetings:** Configured the Community Center for audio visual meetings and reconfigured Town Hall to accommodate the Charter Review Committee.

# COUNCIL UPDATE



September 17, 2020

Division of Water  
Joe Taylor, Superintendent

## **Project Status:**

### **Plant:**

- Staff is working on Ohio EPA asset management plan as well as updating the contingency plan
- Staff has been working with Rick Brown on communication errors in the WTP SCADA system.
- Working on intermittent SCADA communications with Rick Brown.
- Dennis Coffey, who has been with us since July, 2001, is now officially retired.

### **Distribution:**

- We have around 2,205 units installed with approximately 1,185 remaining, which is 65 % complete.
- Water Disconnections took place August 25th. There were 80 delinquent accounts, with 65 actually shut off for non-payment and all but 11 accounts turned back on by the end of the work day.
- Backflow prevention testing reports are due for 2020. We have sent final notices and will begin disconnections on August 25<sup>th</sup> for those properties that have not complied and will begin disconnections soon.
- Hydrant Flushing is scheduled for September 21<sup>st</sup> to October 9<sup>th</sup>.