

Canal Winchester

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



Meeting Agenda

April 2, 2018

7:00 PM

City Council

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

- A. Call To Order
- B. Pledge of Allegiance – *Bennett*
- C. Roll Call
- D. Approval of Minutes

[MIN-18-014](#) 3-19-18 Council Work Session Meeting Minutes
[MIN-18-015](#) 3-19-18 Council Meeting Minutes

E. Communications & Petitions

[18-030](#) Autism Awareness Month Proclamation

F. Public Comments - Five Minute Limit Per Person

G. Resolutions - **NONE**

H. Ordinances

Third Reading

[ORD-18-009](#) An Ordinance to Update Swimming Pool Rates
Public Service - Adoption
Sponsor: Clark

Second Reading - NONE

First Reading

[ORD-18-013](#) An Ordinance To Authorize The Mayor To Grant A Utility Easement To
Public Service South Central Power Company For The Relocation Of Electric Utilities
For The Gender Road Phase 4 Improvement Project And Declaring An
Emergency ([Ex. A](#))
- Request wavier of second/third reading and adoption

[ORD-18-014](#) An Ordinance To Amend Part 11 Of The Codified Ordinances And The
Development Zoning Map Of The City Of Canal Winchester, Rezoning An
Approximately 1.03 Acre Tract Of Land From Planned Commercial
District (PCD) To Neighborhood Commercial (NC), Owned By OTP
Holdings, LLC, Located At 100 Cemetery Road (PID 184-000752) ([Ex. A](#))
- First Reading Only

[ORD-18-015](#) An Ordinance to Adopt the Canal Winchester Parks Master Plan ([Ex. A](#))
Development - First Reading Only

H. Ordinances (continued)*First Reading (continued)***ORD-18-016***Development*An Ordinance Authorizing The Mayor To Enter Into A Tax Increment Financing Agreement With Central Ohio Transit Authority ([Ex. A](#))*- First Reading Only***I. Reports***Mayor's Report*[18-032](#)

Mayor's Report

*Fairfield County Sheriff**Law Director**Finance Director*[18-036](#)

Finance Director's Report

Public Service Director[18-033](#)

Director of Public Service Project Update

[18-034](#)

Construction Services Administrator Project Update

Development Director[18-035](#)

Development Director's Report

J. Council Reports*Work Session/Council**Monday, April 16, 2018 at 6 p.m.**Committee of the Whole**Monday, April 30, 2018 at 6 p.m.**Work Session/Council**Monday, May 7, 2018 at 6 p.m.**CW Human Services**Mr. Lynch**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

March 19, 2018

6:00 PM

Council Work Session

Mike Walker - Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

- A. **Call To Order** *Walker called the meeting to order at 6:03 p.m.*
- B. **Roll Call** *Present 6 – Amos, Bennett, Coolman, Jarvis, Lynch, Walker*
Not Present 1 – Clark

*A motion was made by Walker, seconded by Coolman to excuse Mr. Clark.
The motion carried by the following vote:*

Yes 6 – Walker, Coolman, Amos, Bennett, Jarvis, Lynch

C. **Also In Attendance**

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Steve Smith, Shawn Starcher, Rick Brown, Joe Taylor, Sargent Cassel, Shane Spencer

D. **Reports**

Bill Sims: We had bid openings for the 2018 street program, as well as the Gender Phase IV project on the 2nd; there will be legislation this evening, we will talk about it a little later for the award of those contracts; construction-wise, right now we have work occurring at Winchester Ridge Phase 3, up in the Diley Road/Busey Road vicinity apartment complex; construction has also started on Westchester Section 10-2 and 9-1, which is the extension of Connor Drive back to Cormorant Drive in Westchester; utility work has started there; work is continuing at the New Faith church a little bit sporadically right now, and then also at the BrewDog hotel; the vet clinic is still dormant, as well as Crossroads Church and Canal Cove section 5; there has been a little activity along Hill Road, in front of Canal Cove, with the addition of some street lighting in there, some conduit work foundations, and I think 2 of the lights are up right now, so a little improvement there; we're looking forward to getting started in Westchester Section 12, Part 3 in about a month, also anticipating the COTA Park and Ride on Trillium Avenue construction to start here hopefully in the next 6-8 weeks; Columbia Gas Transmission, AKA TransCanada has begun their pipeline replacement project; work has started in the Columbus end of things, up by Alum Creek Drive, and they've been working their way east; they've been in town, doing some clearing; next week they will start work on access drives at a number of locations where the pipeline crosses roads, and then there will be a lull; right now their schedule anticipates not setting down this section of main until mid-June; will probably see some activity for the next 2 weeks or so, and then things will quiet down for a couple months. Jarvis: Just out of curiosity, on the Gender Road Phase IV bids that were submitted; one of the companies that did not get the award made a math error of one cent, is that a typo? Sims: No, there's errors like that; there was a penny error I believe, and some other errors in the contracts as well; none of the errors affected the order of the bids; Jarvis: How does that get caught? Is it the company that submitted the bid, or is it engineering that adds their numbers up? Sims: Correct, we have EMH&T re-tabulate; the bid is technically the numbers that they put in for labor and material; when they submit their bid they add them together and then total everything; the bid that's really evaluated are the numbers that they literally wrote in for labor and material for each item; we go back and enter all of that, it's not terribly uncommon to have some small mathematical errors; Jarvis: And the company that did get the award, there were also some discrepancies, they didn't really change; Sims: It was really very minor, it was hundreds of dollars or a

hundred and something dollars, so it was pretty small; when you're looking at entering that much information, there's a couple hundred line items; sometimes things get transposed from the line above, things of that nature.

Steve Smith: Might have noticed it rained a lot in February; three times the normal rainfall, lucky us; with that, and now the brewery performing at full capacity, we put the second phase of the plant in service; happy to say everything is working great; no problems keeping compliance, and no problems treating waste; still have not received our renewal for our NPDES – that's the National Pollutant Discharge Elimination System permit from the EPA; with the budget cuts they've had there, they're basically working on more of a skeletal crew; we expect that before it expires in June; we don't expect to have any setbacks on that, other than the phosphorous limit, which is being imposed across the nation currently, especially in the Great Lakes Region; we're helping out Joe in the water department with installing the new water meter system that's doing the auto-reads.

Shawn Starcher: I'm happy to report we received our new plow truck, that replaces our oldest plow truck the 2002 international; we were happy to get rid of that truck and get our new one; that comes just in time for the weather that's right around the corner, they were saying 1-3 inches here in the next couple days, another storm this weekend so the crews are prepping the trucks so we can be ready for that; we continue on with our speed limit sign replacement, we are doing well with that; should finish hopefully within the next month or two from now, as long as weather permits; crews are also prepping our mowing equipment, so mowing will begin here probably in beginning of April; bringing all of our mowers in, doing oil changes and all that; I've been conducting interviews for seasonal help, that's going well, we should finish up fairly soon with that, I have a couple more interviews to do; wanted to mention we had a resident come in, Miss Christine Hoffman; she lives in Ashbrook, she wanted me to publicly thank 3 of our staff members in the street department for helping her find her missing dog; it was a little Chihuahua that had been missing for 2 nights, I don't know how it survived but it did; one of the guys who had been doing the buildings and grounds route, he happened to be checking under the covered bridge checking for debris and things, and the dog was sitting down by the water; called back in, and another guy was like 'I think I saw something about a missing Chihuahua'; they called her, and she was pretty excited, it was a rescue dog; she came in, and she was super excited about that; good job to those guys, it was Ben Terflinger, Adrian Clark and Rhett Young; lastly, Travis Lynch passed the CDL test today, we are pretty happy about that.

Rick Brown: Real quickly, canalwinchester.org is a website that no longer exists; some people have been using that for the last 10 years; it's been sort of a secondary site; we created a page saying to go to our regular website, canalwinchesterohio.gov; we made that change today, so it might take a day or two for that all to kick in; we continued with the infrastructure upgrade, we migrated our first server last week, so that was a big deal, and the second server as well; that's paying off and running pretty well; we upgraded the water treatment plant, and the wastewater treatment plant to the SCADA control systems, which are the systems that control the operation of the plant; if they want to walk around with their cellphone now, they can operate the plant from their cellphone, it allows them to do that; they don't need walky-talkies, or wonder if a particular pump is running, they can just look on their phone; we had an email outage last week, as some people found out; that was a result of a

controller in the SAN unit, which is the big group of disc storage, that went bad, it's supposed to have a failure component, that didn't work; Dell bit me on that one a little bit; we restored the email system from a backup, 8 hours later we were up and running; things coming up, we've got server migrations; that'll happen for the next 3-4 months; the disaster recovery site will be activated in the next couple of weeks, we will move that server down there.

Joe Taylor: Bulk fill station at the water plant – we have all the piping installed behind the meter, and the control valve for that; electrician will be out this week to tie in the electric work on it, it will be installed this week and completed; also, Rawdon & Myers, they're our SCADA contractor, they have all boards built for the offsite telemetry, they will be out tomorrow to start installing that, and we'll be able to do a couple of sites first, make sure they're going to work, so we can control the plant off the old stuff and the new stuff so we can make sure it's going to function properly; then we will go ahead and switch the rest of the equipment out the next day, or a couple days later; Chris Hartung, he's our chief operator, him and myself attended a seminar on March 6th, had a lot of recent EPA updates, specifically for asset management; those rules will be mandated this October; we got a lot of updates on that, we are sitting in good shape; we function very well on those assets, it will just be putting that material together; as Steve mentioned, we have about 925 MIUs installed; we hope to get another 900+ installed this year, somewhere in that vicinity; we will continue to work on that, guys are working daily on those; hydrant flushing is set for April 9th through April 27th, so hopefully the cold weather breaks before then; we haven't had any calls since the last meeting, when there was some concerns about some Facebook comments; we did send out a newsletter article with our phone number, so if someone has any questions, they can give us a call; I know Mr. Walker, you're always asking about phosphate and such; I was just going to give you our chemical cost, and how much we used last year; in 2017, we purchased 858 tons of salt at \$154,000; 6,270 gallons of chlorine at \$6,091; 4,752 gallons of sodium permanganate at \$46,359; 655 gallons of fluoride at \$2,258; 1,100 gallons of phosphate at \$9,900 for last year; Walker: The phosphate was \$9,900? Taylor: That was 1,100 gallons purchased; Walker: Which would probably be less than \$3 per customer, per year? Taylor: There's 2,700 customers; it'd be just a little over \$3; Lynch: Is that up or down from years past? Taylor: It's pretty much the same; the salt is always going up I think; it seems to go up about \$10 a ton per year for some reason; Lynch: Not necessarily the cost of it, but product used; Taylor: Yes it goes up as the flows go up; Lynch: But per gallon, you're using about the same amount? Taylor: It's pretty much the feed rates; the milligrams per liter that we feed is always going to be relatively the same, because the characteristics of the ground water don't change; the amount per gallon is always going to be the same; as the gallons go up, the amounts are going to go up; the more we sell, the more we pump, the more the chemical cost will increase; if it's a hot, dry summer, our chemical costs will soar; we will probably be back here in the Fall asking for more appropriation money for chemicals; that's usually the hardest one to pick because we just don't know what they year's going to bring; depending on how many leaks and stuff; Walker: Everything stayed the same, with the exception of the phosphate we increased, once we knew it wasn't going to affect the storm, correct? That's when we started putting more of the phosphate, over the last few years; Taylor: What's that? Walker: The phosphate, when we raised the amount of the phosphate that's going in; before, we were worried that it was going to affect the storm; Mayor: The sewer; Taylor: Oh, the sewer; we're

feeding about the same; we're roughly, exiting the plant, we're right around .83 total phosphorous; Steve has to be below one part total phosphorous; we're under that amount, however we are adding 8 parts to him; what is your raw coming in? Smith: Our raw coming in is typically 2, but because of the runoff and the rain, we were at 9.5 last month; in no sense has it been increased; I've just heard no complaints, and we had 0 since we talked last; Taylor: Since the last meeting, that's the ones that I track, the ones I physically hear from.

Sargent Cassel: We got our new cruiser in, it's at the new facility on Lincoln, getting striped out and getting radios put in it, and all the stuff that goes along with that, that's exciting news; our stats are as follows so far for the month of March, I got 19 days, but really it's like 18.5 since I don't have all the stats for 2nd shift yet, but here we are: number of dispatched calls 299; number of pick-up runs 573; number of multiple unit calls 164; number of reports 55; number of addendums 0; number of F.I. cards 13; number of civil papers attempted 13; number of civil papers served 13; number of building checks 5,289; number of vacation checks 294; number of vacation checks 70; number of citations 53; number of warnings 41; number of felony arrests 3; number of misdemeanor arrests 14; number of warrant arrests 9; number of OVI arrests 0; number of pink slips was 1; number of charge packets 1; number of summons 5; number of misdemeanor charges filed 24; number of felony charges filed 5; as far as the possible down time, it's 54,720; the total down time that we had was 34,073, the total busy time so far for the month will be 62.26%; if you flip the pages, you'll see your guys' report there, I won't read all of it verbatim, that's all I have for you guys. Walker: I was a part of the stats there, the other day; wanted to thank you for allowing me to ride with Deputy Walker; we were part of the stops and the calls; it was really an honor to ride with them. Lynch: Thanks for listing out where all the stops have been; I was looking through this, and the past 19 days have been pretty busy; comparing some of the stops, where you're actually going; it looks like Meijer and Walmart take up most of your time; Meijer is certainly taking the lead in calls; Cassel: That's a constant throughout the year; Lynch: Do they have their own security over there? Cassel: They have their loss prevention, but not security; what happens is that loss prevention tracks people in their stores, if someone is stealing and they walk out, then they call us; Lynch: So the better job that they do, the busier you get; Cassel: Pretty much; a lot of that is drug-related, they're going in there and stealing stuff to sell, or pawn for their drug habit; Lynch: It seems like the majority of your stops, just trying to get an idea so you know where the busy-ness is; seems like probably 80% of it is more commercial than residential; Cassel: That's exactly right; Lynch: Which means our citizens are safe, which is a good thing; Cassel: The majority of the calls is that corridor where all those retail shops are, Gender Road; and that's where all of our crashes are, too, Gender Road; bad area for everything I guess. Lynch: Like I said, this helpful; gives us a good insight; Walker: Deputy Walker had said that Meijer is doing a great job at doing better at taking care of loss prevention; Cassel: Yeah, they are; Bennett: I also had the opportunity to do a ride-along on Saturday; thank you and the deputies for that; had a firsthand look at going out to Walmart and hearing about how there's a woman who's out there, she's stealing from the shop and walking over here to pawn it at the next shop; she'd been in multiple times, a lot of it's the same person over and over again; it was great to get a firsthand look at it; it was gratefully

not the busiest of nights in Canal Winchester, so that's great; it was a great opportunity, thank you. Cassel: You're welcome.

Shane Spencer: Most of this past month has really been focused around Gender Road Phase IV project, as Mr. Sims indicated; we did receive bids on the 2nd, we received 4 bids; we took those back and did a detailed evaluation; as Mr. Jarvis noted, we found some errors in those bids; nothing of any great significance, so we did ultimately make a recommendation I think you have in your packet to consider later this evening; in addition on the Gender Road project, we have received all of our necessary permits now; ODOT, Army Corps of Engineers, and our flood plain permit; we have everything in place, as you've probably noticed utility relocations are ongoing; so they're trucking right along; we also did receive a formal agreement from the railroads for the cost sharing; so we were able to review that, our law director reviewed it, and we returned it with a few minor comments; we are now able to have an actual estimated construction cost, now that bids have been received; pending legislation tonight, we are ready to move towards construction; we did as well receive the bids for 2018 Street Program, we had 5 bids on that; I think you have the recommendation on that as well for tonight's consideration; we did the same, reviewed the bids in detail, and ultimately made a recommendation for award of that; Jarvis: You may have answered this sometime in the past, I've just forgotten; South Central Power, as far as relocating that pole there, does that come in as you expected, or was it dramatically different? Spencer: The cost of that? Generally in line; I know when we were initially talking to them, going back 18-24 months ago, certainly they ball parked some of the items; from some of the very early costs, I think it went up; I think the final numbers we included were falling below that; I'd have to check to review the exact numbers, but I know it's gone up and down a little bit; generally the project as a whole, I think we are right in line with where we thought we'd be; some things a little more, some things a little less cost; I think where we stand now, with they're latest cost; I think we are a little low with where we anticipated them to be last Fall.

E. Request for Council Action

RES-18-004
Public Service

A Resolution To Approve The Trade-In Of A 2008 Ford F-250 Plow Truck
- Request to move to full Council

Peoples: As part of the 2018 budget, we have the replacement of a 2008 truck; we are looking at a couple different variations of that; this legislation is just authorizing that trade in; we are trying to get on our plow trucks; about 10 years out of those, and then get rid of them before they start costing us money in maintenance; some of our non-plow trucks we're moving a little bit farther out; based on our experience, we have seen that 10 years is about it for those smaller plow trucks.

A motion was made by Jarvis, seconded by Lynch to move this resolution to full Council. The motion carried by the following vote:

Yes 6 – Jarvis, Lynch, Amos, Bennette, Coolman, Walker

ORD-18-010*Construction Services*

An Ordinance To Authorize The Mayor To Enter Into A Contract With Shelly And Sands, Inc. For The Construction Of The 2018 Street Program Project And Declaring An Emergency ([Ex. A](#))

- Request to move to full Council

Sims: Shelly and Sands was the lowest and best bidder for the Street Program; after review, we'd like to move forward with them, and award them the project; Jarvis: Mr. Sims, have we ever had them involved in any big projects around here before? Sims: No, not for the City of Canal Winchester; I've worked with them myself in the past in other communities; Jarvis: Are they Ohio based? Sims: Yes, they actually have an office in Columbus where a whole slew of general contractors are in that Harmon Road area on 104; you've probably seen them, quite frankly many times on highway projects, some larger road projects; I think Shane might be aware of this as well; I think they did sidewalk programs in Groveport last year, a smaller job than ours even; Jarvis: I just couldn't recall personally never having them involved in city business; Sims: Not in my experience here, it's been awhile, if they have it's been awhile; Lynch: Correct me if I'm wrong; are they affiliated with the Shelly Companies throughout all of Ohio? Sims: I'm not sure exactly the affiliation of all the companies; there's multiple Shelly-type companies; there's Shelly Materials, Shelly & Company, Shelly & Sands; there is some confusion sometimes between the companies Shelly & Company and Shelly & Sands.

A motion was made by Coolman, seconded by Lynch to move this ordinance to full Council. The motion carried by the following vote:

Yes 6 – Coolman, Lynch, Amos, Bennett, Jarvis, Walker

ORD-18-011*Construction Services*

An Ordinance To Authorize The Mayor To Enter Into A Contract With Strawser Paving Co., Inc. For The Construction Of The Gender Rd. Improvements, Phase 4, Project And Declaring An Emergency ([Ex. A](#))

- Request to move to full Council

Sims: We'd like to move forward with the award of the project to Strawser Paving Company; they were the lowest and best bidder for the Gender Road Phase IV Project; Strawser, as you're probably aware, they're the other way around; they've done a fair amount of work in the City of Canal Winchester; including the previous 3 phases of the Gender Road improvements, as well as the original Gender Road widening in the 90's; they're experienced in that work, and have a very good track record here in the city. One other thing I'd like to mention, particularly for the benefit of the new council members; generally the construction award legislation will come as an emergency measure; primarily because we're under a time constraint contractually to award; there's set schedules from the time you open bids to have everything in place, and have a contract in hand; that's why we follow the emergency measure on most projects. Bennett: Will these need to be passed, will we need to waive other readings to make sure these will be passed tonight? Sims: Yes that is correct; suspending of the rules I guess.

A motion was made by Lynch, seconded by Amos to move this ordinance to full Council. The motion carried by the following vote:

Yes 6 – Lynch, Amos, Bennett, Coolman, Jarvis, Walker

ORD-18-012

Finance

An Ordinance to Amend the 2018 Appropriations Ordinance 17-049, Amendment #2

- Request to move to full Council

Ordinance Attachments: [Appropriation Amendment #2 Memo](#)

Jackson: I tried something new with this appropriation amendment; I put a detailed memo in your packet, kind of explaining why we were requesting these funds; hopefully you found that to be helpful; I'll very briefly go over this, since it's right in front of you; we are appropriating \$590,000 in the general fund; \$450,000 of that is going to be for transfers out; of that \$450,000, \$250,000 is for the Gender Road Phase IV project that Mr. Sims just discussed; this is basically going to cover the railroad upgrade that we are doing, as well as the bike path extension that is outside the scope of the OPWC project; I did put a note in there that we are going to be reimbursed for 50% of the cost of the railroad, as well as \$200,000 from Franklin County from permissive taxes that council authorized us to apply for on February 5th of this year; there is an additional \$140,000 in the general fund that we are asking for; \$120,000, just under that is for fees that we have already collected that we are re-appropriating, these are related to private development inspections; so when they come in and pay their building permits, they have to pay these inspection fees, and then we turn around and pay our inspection contractors; so we're asking to re-appropriate that money; and then there's just over \$19,000 that we use to keep moving with the McGill Park design with OHM; we are asking to re-appropriate those funds; that was not originally in the budget for 2018; Gender Rd TIF fund, we're asking for \$104,000; this is in relation to a tax increment financing agreement that council approved in December 2017 for the Macintosh facility on Gender Road; they did some public water and pedestrian improvements that we agreed to reimburse them for out of this TIF fund; finally, appropriating the \$250,000 from the general fund; for accounting purposes I have to appropriate in the OPWC fund, where we're actually going to cut the checks fund; that's more of an accounting thing that I had to do. Lynch: One quick question, I was looking here in section 2; excuse me, section 1; it says moneys from the Bed Tax Fund, \$590,000; Jackson: That's a typo, I'll correct it, it's supposed to be the General Fund.

A motion was made by Lynch, seconded by Amos to move this ordinance to full Council. The motion carried by the following vote:

Yes 6 – Lynch, Amos, Bennett, Coolman, Jarvis, Walker

F. Items for Discussion

18-020 Bed Tax Grant Application Review

Jackson: This was put back on the agenda at the request of council from the last meeting; Amos: Last meeting we talked about possibly dividing it up a little bit; it's supposed to be for bringing people into Canal Winchester; I looked through the list, out of the 100% that we get; 50% goes to the general fund, 25% Destination Canal Winchester, the other 25% goes in the Bed Tax Grant; out of what we did this year, approximately \$8,500 of the \$20,000 was humanitarian-based; so I contacted some of the

groups that received, and I said 'how many people do you bring into Canal?'; that's how I established that about 43% of that 25% went to humanitarian awards; it's my suggestion that we look at, out of the 25% we get out of the Bed Tax, maybe doing 50/50, humanitarian and travel/tourism; Destination Canal is already designating quite a bit of that money towards bringing larger groups in; just to give you an idea, some of the groups that would be excluded if we dropped it would be the After Prom, which having run that after a few years, that's half their budget; the Mural Program, the Food Pantry, City Kitty, Canal Winchester Pageant; that didn't get covered this year, but it could've been; at least those things, and some of the Veterans Day even; 85% of that is Canal Winchester residents; would not have been funded if we strictly make this a visitor only. My recommendation is 50/50 with the remaining 25% that we look at for Bed Tax; with the 2 new hotels coming in, that amount that we designate anyways could potentially grow over the next couple of years; to kind of give you an example; last year we gave Brock Strong, originally we gave \$500, now it's up to \$1,000; they bring in 3,500 people to Canal Winchester in the 3-day event; the Canal Winchester band tournament brings in approximately 1,000 people, if not more depending on how many bands participate, the Scioto Tour valley is going to bring in 800-1,000 riders; each one of those received a \$1,000; they didn't even receive the maximum that we could have given; at least by doing the 50/50 we could say 'okay, groups that are bringing in large amounts can receive this, but we are not going to leave out what's going on in Canal Winchester either'; Jarvis: I think that's a very reasonable approach; that way you don't have to work around the criteria, it'll be there; I guess that means if we are going to split that 25% into two, the criteria is going to be different for each one; whether it's visitor-oriented or whatever; or the fact that there's other criteria in there as well; such as you're getting money for your own fundraiser or events, I think you get high points; if you're trying to help yourself, versus just saying ?; I agree with the concept; Amos: Something else I wanted to point out, I had a few residents this weekend; many of you know that I do a lot with the Boy Scouts; there is a current kiddo who is working on a project, and one of the things that they pointed out is that during a project that was just completed at the high school, they had to pay the fees; I checked with Lucas, he said it was around \$472 because it was a commercial permit that had to be paid; potentially, out of our humanitarian grant, maybe we can setup something for students in our community who are doing things like this; similar to what Destination Canal does, where they have a grant program; maybe we can setup something similar, where the kids could use the money to pay fees for their construction cost, or for doing stuff that in the community; building shelter houses, fixing things in the park; Matt Peoples has worked with a lot of these kids on some of the park things; Matt, what's the park that Thomas is working with you on? Peoples: Down at James Kelly, at the covered bridge; Amos: So, some of the money, if we set aside some of this and have a grant program where these kids can apply, because right now I don't know – do you have to be 18 to apply, or is it open to anybody? Jackson: For the grants? It has nothing to do with age, and everything to do with the organization; Amos: What if we have a student who isn't necessarily ready to go come Bed Tax Time; could we set aside some of that money to do it that way? Jackson: As far as I'm aware, we can set this up however we want; Jarvis: The cautionary word is you don't want to make it so complex, where you're trying to

do everything for everybody; I think what you described is a step in the right direction, if there are moneys leftover it can always be used at our discretion, there are other things; I know at BrewDog, they have a Route 33 Brewery Hop, and they were wondering about the grant program; I said 'I don't think your timing is bad, I don't think it's happened that way'; back to your original comment, I think that's a very good move; Amos: I think 50/50 of the 25% is a good starting point for us; I would hate to leave off so many of the programs; our mural program is beautiful – do I think it brings people into Canal? I'm not sure; Jarvis: As you said, Destination does one also, there's a little overlap; Amos: Yes, so that's my recommendation; Lynch: So 25%, if half that 25% is going to humanitarian, what's the other 50% of that 25% going to? Amos: It would stay as tourism; so you would still have your Brock Strong Foundation, your Scioto Valley, let's see the other ones we have; Running Scared received, the marching band received; those are all big tourism, they pull a lot of people into Canal Winchester; that 50% would still be designated towards those groups; Lynch: So humanitarian on one side, and tourism on the other; Amos: So it would be 2 applications, or one application where they just designate one way or the other; Jarvis: Most of the criteria would cross over, except for that; you bring in visitors, it wouldn't apply to the humanitarian groups; does that make sense? Lynch: Sounds fair enough, yeah; Coolman: You'd have to really identify what is really a tourism event that brings tourism in, versus a special event where people just come to participate, and then go home, like a 5K; they don't stay around, they don't stay overnight; the idea behind the tourism was to draw people to stay overnight, like a Blues & Ribs Festival, like a Labor Day Festival; Jarvis: Maybe that's it Mike, to change the wording to something that promotes overnight stays; Coolman: During Canal Winchester Labor Day, for example, there's a lot of people who grew up here that left to seek out their professional fame and fortune, but they come home during Labor Day to attend all of those class reunions; they do come home, and they do stay, so it does bring people here; I think, in my light, that's the difference; Bennett: I might disagree a little, I think some of those events, it creates exposure; I think even coming to run a 5K, if you've never been to Canal Winchester, but you're going to run a 5K; now you've seen the city; Mayor: They don't stay; Bennett: Maybe not at that event, but they may come back, now that they've been exposed; Mayor: They haven't been exposed to anything, what have they been exposed to? Amos: They've ran through our beautiful city; Mayor: Kelly, Hanners Park, they run through the school and then they run back; Bennett: They have to park somewhere; Mayor: Hanners Park, they don't stay; Bennett: I'm not saying that they stay that day, but they get some exposure to the area; Lynch: You can word it as even if it's not an overnight stay, something that promotes the brand of Canal Winchester, then maybe they'd be under consideration; if they're out at Hanners Park somewhere, they're not really experiencing our depth; I'm not sure that would qualify; if it's a race that starts in the downtown area – pardon? Jarvis: I was just going to say that Mr. Bennett and may be the only ones who sat through the evaluation process; the kind of discussion that we are having now is the kind of discussion you have there; you're weighing, evaluating, looking at it from different angles; that's where you come up with the award amounts and such; Amos: Is the number of people that the event attracts from outside of Canal Winchester, is that on the application? Jarvis: Yes, I think that's a dead on question – how many do you think it will

take? I don't know how valid it is; accept it at face value; that will require some change to the policy, and also the applications perhaps; Ms. Jackson, do you feel you have adequate direction to make those changes at this point? Jackson: I would prefer not to be the one writing this, I didn't write it the last time; I worked with council, and council wrote it; it is ultimately your money; Jarvis: Do you recall what component of council? Jackson: there were 2 council members that just met with me; we sat down and hashed out what we thought was appropriate, as far as criteria and things like that; Amos: I would like to help with that, if possible; Jarvis: I guess that's it, we just need a working copy of the existing policy; Jackson: It was included in your packets at the last meeting; Jarvis: Is that electronic? Jackson: Yes; Jarvis: Then we have what we need to take it to the next step; Ms. Amos if you would like to take a stab at it, then I guess we can just coordinate amongst ourselves; does Mr. Hollins have anything legally about that? Hollins: I pointed out before I got here, the only legal part of this is half of one of the 3% goes to the convention and visitors bureau, which here is Destination Canal Winchester; the rest is at the subject of discretion of council, to distribute to the general fund, or however you see fit; Jarvis: So it's an internal matter, if you want to take the lead on it, the rest of us would be grateful; we'll throw rocks at it later. Lynch: My other question is, we're dealing with that 25%; the 50% that goes into the general fund, and I think last time you mentioned that how that gets spent is at the discretion of council – Jackson: Not in general fund, it does not, it just goes into the general fund 'pot', if you will; the 25% that we are talking about now is what's at council's discretion; Lynch: So that 50%, that's not earmarked for any particular type of capital improvement, or anything? Jackson: Not currently, but this is the first year that we've put it into the general fund, so we are still kind of working through this; Lynch: Is it possible that that could also be used for improvements that could generate tourism, such as signage for the city, infrastructure work that creates a more aesthetically pleasing for people coming into our town; we talked last week about the railroad crossing bridge, and how nice that would be to have signage on top of that; what if funds like that could be appropriated towards those type of efforts? Jackson: Signage, I could see, although we've pretty much done all the signage in the city, I think we have some left that we'd like to do; as we discussed, the railroad bridge is a whole other animal; that's something that we really can't do anything with, without the approval of the railroad, and it'd be very expensive; Bennett: Didn't we put in our Old Town plan, we have drawings and concepts put together that don't affect the bridge, right? Peoples: Yeah, we are not doing anything with the bridge itself, it was all on the ? Bennett: Yeah, and I think that's what Mr. Lynch was referencing; not to put words in your mouth; Miss Jackson, didn't we talk about how some of our funds were growing, and we were looking at potentially, some of those fund balances, we were going to be allocate using towards park improvements? Jackson: There's only certain funds that we can legally use for basically whatever we want, and that's really the general fund; Bennett: Correct, but didn't we talk about park improvements? Jackson: We haven't even really finalized the parks master plan, we are sort of in a holding pattern; I do believe Mr. Haire said he would have it ready for you at the next meeting; Bennett: Yes, I'm sorry, I'm not specifically referencing that; Jackson: That's what we are going to use to figure out what we are going to do in our parks, is that plan; we don't want to just earmark the money, and not have a plan for it; the parks

master plan would guide us as to what that money would be used for; Bennett: Correct, I'm just saying the Old Town plan was to do the same, correct? To earmark funds for future projects; Jackson: Yes, except that we don't really have anything that comes in that's Old Town funds, unlike the park funds; we have developers who pay park fees, so they're slightly different in that respect; it all goes into the general fund; Bennett: So are we now earmarking the recreation funds that we're collecting off of new developments, and putting that into the park fund? Jackson: We don't have a park fund, it goes into the general fund; Bennett: But are we earmarking that for parks now? Jackson: Not technically, because we spend more money on our parks every year than we take in with those fees; that's even with simple stuff such as the guys mowing.

Walker: Okay, Jill are you going to work on this with Miss Jackson? Amos: Yes

G. Old/New Business

Amos: I have one question for Mr. Peoples; I had a resident who said they were concerned about the lumpy road at Dietz and Williamson; Peoples: I'm sorry, what? Amos: The lumpy road conditions at Dietz and Williamson; Amos: His wife told him that he should iron it out, that was her attempt at humor; I just didn't know if you're aware of any concerns on Dietz or Williamson that we need to address; Peoples: Okay, so two separate roads? Amos: Yes, two separate roads, they're very lumpy; Peoples: Okay, I had an intersection in my head, and they don't intersect – we were doing some work on Dietz Drive this year, as part of our program, it's repairs only; there's a couple spots through there, there are some settlement cracks that went through there after we did the project, probably 3 years ago; we paved a portion of that, about half of the roadway from Gender down towards the golf course; on Williamson Lane, this year we're working in – if you go down Ashbrook Road up to Williamson, and take a left, all the cul-de-sacs and the main roads up on the hill, we're redoing all of those this year; so we're holding off on Williamson Lane until we get some of those done; we're hoping with next year's programming, we are going to try to put Williamson Lane at least on that side; we're doing some cul-de-sacs on the other side as well, but that will be the biggest portion of it; Amos: I thought that's what you had indicated, we are doing the groups first and then going back.

Walker: Any other old business, new business? Bennett: Did we want anyone else to work with Miss Amos on putting this draft together, before it comes back to council? One of 7 putting it together may make for more – Jarvis: That's a strong feeling, somebody has to get the ball rolling on it, I think there's going to be a review, and maybe some additional discussion after we look at that first draft; Amos: Are you volunteering? Bennett: Sure, as someone who's gone through the process before, I'd be happy to do it with you.

H. Adjournment at 6:57 p.m.

A motion was made by Lynch, seconded by Coolman to adjourn. The motion carried by the following vote:

Yes 6 – Lynch, Coolman, Amos, Bennett, Jarvis, Walker

Canal Winchester

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



Meeting Minutes - DRAFT

March 19, 2018

7:00 PM

City Council

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

- A. Call To Order** *Jarvis called the meeting to order at 7:03 p.m.*
- B. Pledge of Allegiance** – *Boy Scouts Troop 103*
- C. Roll Call** *Present 6 – Amos, Bennett, Coolman, Jarvis, Lynch, Walker*
Not Present 1 – Clark

A motion was made by Walker, seconded by Coolman to excuse Mr. Clark. The motion carried by the following vote:

Yes 6 – Walker, Coolman, Amos, Bennett, Jarvis, Lynch

D. Approval of Minutes

[MIN-18-012](#)

3-5-18 Council Work Session Meeting Minutes

[MIN-18-013](#)

3-5-18 Council Meeting Minutes

Jarvis: I have a couple of items I'd like to have changed; first in the work session, we were discussing the pool policy and I had asked the question about disabled veterans and if that was a category of people that could be given a free pass as with seniors; there was a question of whether they had a card like an active duty personnel and I said yes they do because my son-in-law is a disabled veteran; but I followed it up because I thought that sounded a potentially self-serving to say that he did not live in the area and would not benefit from it; that somehow did not make it into the minutes; I would appreciate it if that was reflected; during the meeting minutes of the general meeting, there was a comment during the discussion of the urban livestock and bee legislation; I think I was misquoted here; it said that I think staff and planning and zoning did us a disservice by setting a standard that was higher than what we would be willing to accept; I believe what I said was they did us a "big service" which has an opposite tone to it; unless anybody would like to withdrawal their motion to approve the minutes based on those corrections we will go ahead with a roll call please.

A motion was made by Lynch, seconded by Amos to approve the minutes as amended. The motion carried by the following vote:

Yes 6 – Lynch, Amos, Bennett, Coolman, Jarvis, Walker

E. Communications & Petitions

[18-026](#)

Scouting for Food Day Proclamation

Jarvis: Very well deserved, thank you.

Jackson: Mr. Jarvis, I just wanted to note that I just handed out the most recent quarterly report from Human Services, you each received a copy this evening; Jarvis: Is this informational only Miss Jackson, or does there need to be an action taken? Jackson: No, you do not need to take any action on it.

F. Public Comments - Five Minute Limit Per Person

Robert Sycks, 6732 Bigerton Bend: I assume that most of you here understand why I'm here; I'm one of the many residents in Cherry Landing that's opposed to the city plan to extend Bigerton Bend from

its current termination over to Gender Road; I think it's obvious why we oppose it, it is going to have a significant impact on the lives of everybody in our subdivision, for many reasons; obviously from a safety aspect, we're concerned about the volume of traffic that's going to be going through there; when we opened that alleyway from Waterloo to Gender Road, there's going to be a cut through, that's going to have a tremendous amount of traffic; we are concerned about the safety of our residents and our children; we have parks that we support on Bigerton Bend; we are concerned about the safety of our children that play in those parks; we are also concerned about the impact of the lifestyle that'll happen to the residents; with the volume of the traffic that's going to be going through there; that's going to be an impact on what we currently enjoy as a subdivision, and as a community; at this time, the city has continued to approve the plan for that to go through; the residents got together, and we devised an alternative plan, which we took to city staff; myself, and 3 other members of our community met with city staff several weeks ago, and presented our plan; we opened our conversation with the idea that here's an alternative, there are probably other alternatives, maybe better alternatives; we'd like to open the discussion on how we can accommodate the needs and the wants of the city, the needs and the wants of the resident, and obviously we have to accommodate the needs and the wants of the churches being built; we went through our plan, we discussed the pros and cons, where we thought there were benefits, and where there were also concessions; we went through that from the aspect of the city, from the residents, and from the Crossroads Church; at the conclusion of our presentation, city staff said to us 'that's not going to happen, the street is going to go through, and we don't care what the residents want'; after that, staff then went through and discussed what the future plans are for Bigerton Bend; we thought it was ironic that in the new section of Bigerton Bend, where there'll be no residents, there's traffic coming features in that new section, traffic coming sections in an area of Bigerton Bend, where there will never be any residents; I almost believe that the city staff is causing the church to expend monies that aren't necessary; do we need traffic coming areas, where there's no residents? Ironically, there's no provisions for anything to control traffic in the residential section of Bigerton Bend; city staff has always been very quick to tell us that for 20 years, the extension of Bigerton Bend has been in the plans; for 20 years they've known this, but in the last year they've decided that traffic coming areas are going to be required in a nonresidential area; this last 20 years they've neglected the residential section of Bigerton Bend; I believe that city staff is negligent, and not protecting the residents of Cherry Landing, negligent in not protecting the safety and lifestyle that we all know and enjoy in the City of Canal Winchester; Jarvis: Pardon me Mr. Sikes, I neglected to mention earlier, there's a standing rule for 5 minute comments, your time has expired, if you would like to make a closing point, you still have the floor; Sikes: I appreciate that – there is time to make changes; all the plans aren't finished, I look forward to hearing from city staff, I look forward to hearing from council to protect the welfare and the lifestyle of the residents; I look forward to hearing from the Mayor's office to help us facilitate a plan that will accommodate all of us; thank you for listening, I appreciate it. Jarvis: Thank you for your comments; we know many of your neighbors feel as you do.

G. Resolutions

RES-18-004

A Resolution To Approve The Trade-In Of A 2008 Ford F-250 Plow Truck

Public Service

- Adoption

A motion was made by Jarvis, seconded by Walker to approve this resolution.

The motion carried by the following vote:

Yes 6 – Jarvis, Walker, Amos, Bennett, Coolman, Lynch

H. Ordinances

Third Reading

ORD-18-008

Public Service

Sponsor: Coolman

An Ordinance To Repeal Section 951.02 Of The Codified Ordinances Of The City Of Canal Winchester

- Adoption

A motion was made by Coolman, seconded by Walker to approve this ordinance. The motion carried by the following vote:

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

Second Reading

ORD-18-009

Public Service

Sponsor: Clark

An Ordinance to Update Swimming Pool Rates

- Second Reading Only

Peoples: I'd just like to give an update from last meeting; we had a couple discussions, you brought the one up earlier about the disabled American veterans; there was also some discussion about the amount of people at a pool party; we did add an active duty military and disabled American veteran, we did that free of charge for resident and nonresident both; for their families, we had an already established active duty military discount for families, we have provided that in there; on the daily rate, active duty and disabled American veterans are free; families are at the lower rate; on the pool parties, we did each additional 50 people as \$50, I think that was a discussion that we had from previous; Jarvis: So that is reflected in the ordinance? Peoples: It is, in the updated ordinance in the current packet; Coolman: Well done Mr. Peoples.

First Reading

ORD-18-010

Construction Services

An Ordinance To Authorize The Mayor To Enter Into A Contract With Shelly And Sands, Inc. For The Construction Of The 2018 Street Program Project And Declaring An Emergency ([Ex. A](#))

- Request wavier of second/third reading and adoption

Jarvis: Mr. Hollins, just a point of order; is the suspension of rules a separate motion? Hollins: It sure is; we actually have to suspend the rules first, and then make a second motion to adopt the ordinance.

A motion was made by Coolman, seconded by Bennett to suspend the rules requiring second and third reading. The motion carried by the following vote:

Yes 6 – Coolman, Bennett, Amos, Jarvis, Lynch, Walker

A motion was made by Coolman, seconded by Bennett to approve this ordinance. The motion carried by the following vote:

Yes 6 – Coolman, Bennett, Amos, Jarvis, Lynch, Walker

ORD-18-011

Construction Services

An Ordinance To Authorize The Mayor To Enter Into A Contract With Strawser Paving Co., Inc. For The Construction Of The Gender Rd. Improvements, Phase 4, Project And Declaring An Emergency ([Ex. A](#))

- Request wavier of second/third reading and adoption

A motion was made by Lynch, seconded by Amos to suspend the rules requiring second and third reading. The motion carried by the following vote:

Yes 6 – Lynch, Amos, Bennett, Coolman, Jarvis, Walker

A motion was made by Lynch, seconded by Amos to approve this ordinance. The motion carried by the following vote:

Yes 6 – Lynch, Amos, Bennett, Coolman, Jarvis, Walker

ORD-18-012

Finance

An Ordinance to Amend the 2018 Appropriations Ordinance 17-049, Amendment #2

- Request wavier of second/third reading and adoption

Jackson: I just want to interject really quickly; the reason we are asking for this is we need the money for Gender IV, as Mr. Sims stated in work session because we are on a time crunch. I failed to mention during the work session that there is \$200,000 that I did not talk about in the general fund transfers out; some of you may know, we have a half million dollar in bond anticipation notes that are due in May; typically we pay that down little by little every year, the half million dollars is no longer financially feasible for us to continue to roll from year to year; we are paying that off; we had all but \$200,000 of it previously budgeted for, so we just want to get this off of our books; Amos: Miss Jackson, was this something you told us about in January? Jackson: Yes.

A motion was made by Lynch, seconded by Amos to suspend the rules requiring second and third reading. The motion carried by the following vote:

Yes 6 – Lynch, Amos, Bennett, Coolman, Jarvis, Walker

A motion was made by Lynch, seconded by Amos to approve this ordinance. The motion carried by the following vote:

Yes 6 – Lynch, Amos, Bennett, Coolman, Jarvis, Walker

H. Reports

Mayor's Report

[18-027](#)

Mayor's Report

Mayor: Just a couple highlights of my report; the Relay for Life dinner is scheduled for Wednesday, May 16th at the Community Center; typically the mayor and council members serve whatever is being served for the night; I don't know if it's going to be spaghetti this year or not without Mr. Donahue here, but we will figure it out; McGill Park – OHM presented to the directors and council president and vice president last week, or a couple weeks ago; several concept ideas for the structures at McGill Park; the theme, I'm going to say it's a theme, is rural and agriculture and farm-related structures; rural, which would be covered bridges, the event center may resemble a barn, those types of things; the group decided to take a closer look at what was presented to us; OHM is going to take those back and they're going to refine or give us a better idea, or kind of hone in on what we were asking them for; we don't have a scheduled meeting yet, but it will probably be coming up within the next 2-3 weeks. The CRA tour, which is the housing tour, which is a tour of all the businesses in town that receive tax abatements; it's required for the mayor, the development director and the appointees to tour these businesses annually; to make sure that they are doing what they said they would do, they're employing the number of employees they said they would employ; otherwise, if they're renegeing on their promise, then their tax abatement goes away; so it's our responsibility to go out and check every year, Mr. Coolman was a part of that tour this year; it's very interesting to see what some of these businesses are doing, especially the automotive related businesses; we have some that build airplanes actually, very few people know that; it was a good day, we learn a lot, it makes good communication with the businesses in town. Jarvis: If I could add to some of the comments from a slightly different perspective, Mr. Walker and I were involved in the meeting with OHM to talk about the plans for the park, and like any good consultant, what they did is they had some options, and were trying to get a feel for what the community was looking for; as Mayor Ebert said, it kind of took on a little bit of a neo-agricultural look, which sounds funny until you see some of the products; for example, there is an events facility that is planned, and there are traditional barn styles, that look like barns; then there are things that look like modern facilities that have barn-like features to them, which was where the consensus of the group was gravitating towards; same thing when we were looking at playground equipment, there were a couple of options there; one of them being kind of a natural playground, something I have not seen in central Ohio; things like logs, and rocks, and basically things for kids to climb on that are elements from nature, rather than playground equipment; a couple of things that were surprises to me were that, because I've driven by that property, I've never gone back in there before to really look at it; the mayor and Mr. Peoples took us around the perimeter of the parkland; there's a farmhouse back there that you can't see from the road, you can't really tell how decent shape this thing is in; the plans are to retain that building to be used for offices; maybe something to be connected with the event center, maybe if there was a wedding, a place for the bride and bridesmaids to change, and things like that; these ideas are very high-level that are just starting to come into a little bit better focus; the other thing that surprised me was just how nice the lay of the land and the feel of it is; it's 90 acres, and the plans for reflect that, I think everybody saw that one when they had the public meeting over at the Francis Steube Community Center that it has a good balance of recreational fields and facilities for organized sports, but there's also some passive things like walking trails, and just open areas; if you want to have a

picnic, I was pretty excited about it when I saw where the direction of this is going, I think you will with this as well; I wish I would've brought my handouts, I could've shown them to you.

Coolman: I wanted to say too, thank you Mr. Mayor for allowing me to be on that panel that toured the business buildings that receive tax abatements; what impressed me, is that I deal with a lot of businesses of some of their calibers, some of them not through my professional life; the talent that we have here occupying these buildings and bringing these businesses here was a real eye opener for me to see that technology, the world weariness that they have, where they use basically the globe to market their products in; it's extremely impressive; some really, really top notch companies that we have here, that enjoy being here; what was really impressive to me was that every building, not that I expected anything different, every business owner and greeted us with a smile, an open door; to me, that goes a long way; I think that speaks volumes when their initial reaction is a smile, and they are welcoming us into their business; I go into a lot of businesses, and I don't get that kind of reception. It was very eye opening, it was very nice; very nice talent pool.

Fairfield County Sheriff

Cassel: I have nothing further Mr. Jarvis from my original report; I would like to thank council for their continued support of the sheriff's office, we appreciate that; Jarvis: Yes sir, it's a two-way street; Walker: I would like to express my thanks once again; everyone should have one of these, Deputy Walker gave this to me; seatbelt charge driver: \$82; passenger: \$72; child restraint: \$127; 1-9 mph over the speed limit is \$112; 10-19 mph: \$132; 20mph over: \$152; this is something to leave on your refrigerator for your kids at home; for me, for all of us.

Law Director

Hollins: Happy to report to council, I think we distributed a copy of a long awaited decision from the environmental court on the Rockford issue; we did prevail; this thing has been up and down the court systems since the early 2000's; the latest installment, it came back from the court of appeals because the, not this current judge in the environmental court, but the prior one, really didn't do an analysis; he said it looked like the prior one that went through the court system, it was approved the last time through the court system; we convinced the court of appeals that that really isn't the standard; we had raised several arguments, including the fact that that portion of Cormorant Drive is not dedicated to public use, as a public street; when the environmental court did take a fresh look at it, Judge Hawkins agreed with our position on that issue, and on the crossing of the street corridor protection zone that exists in the middle of that site with the private road; we have not heard anything from Rockford or Rockford's attorney as to any plans with respect to any further appeal of this, it would be the third time; it would be up to the appeals court at that point; the appeals court would have a deferential standard of review; the standard of review basically indicates the appeals court not to substitute its judgement of the trial court, if the trial court's reasoning was rational; they're in essence told to defer; it would hopefully end there, and hopefully Rockford now will reconsider whether apartment use is the best use for that property; Jarvis: That's great news, things like that don't happen by accident, so kudos to you and your firm and staff who contributed; I read through that, took a walk down memory lane on some of that; you mentioned that they still have one additional of appeal; Hollins: Yes to the 10th district court of appeals, which is 'here's all the appeals

from Franklin County'; Jarvis: So it's not necessarily over just yet; Hollins: Correct, although in speaking with the attorney for Rockford, I did encourage her – prior to this decision, they had basically 'tickled the court' so to say, asking for some ruling one way or the other; be careful what you ask for, because they got it; in that conversation, there's a new generation of leadership at Rockford since this all began; it's largely a family run operation, I don't know if you remember, the main individual there, he passed away halfway through this; his son is running it now – I tried to encourage her to encourage him to come in and talk to us; especially since the market has changed, we can certainly finance condominiums now; would love to talk to him about how to structure that, to get something moving in a positive direction.

Finance Director

[18-029](#)

Finance Director's Report

Jackson: I just want to point out a couple of reminders that I had in my written report this evening; all council members and the mayor, all elected officials are required to fill out financial disclosure forms with the Ohio Ethics Commission; those are due Tuesday, May 15th; you can do that electronically, or you can print a copy on their website, there is a fee that has to be paid with that; several of you are registered to attend an ethics training on May 10th at the BWC Auditorium in Columbus; if you are not registered and are interested in attending, please let me know; April 2nd is the deadline for the Dr. Bender Scholarship Applications, if you know anyone who would be eligible and is interested, please encourage them to apply; we will accept applications at the municipal building through the close of business at 4:30 on Monday.

Public Service Director

[18-028](#)

Director of Public Service Project Update

Peoples: Nothing to add to my written report.

Development Director

I. Council Reports

| | |
|--|---|
| <i>Work Session/Council</i> | <i>Monday, April 2, 2018 at 6 p.m.</i> |
| <i>Public Hearing</i> | <i>Monday, April 2, 2018 at 6:30 p.m.</i> |
| <i>- 100 Winchester Cemetery Rd Rezoning</i> | |
| <i>Work Session/Council</i> | <i>Monday, April 16, 2018 at 6 p.m.</i> |
| <i>Committee of the Whole</i> | <i>Monday, April 30, 2018 at 6 p.m.</i> |
| <i>CW Human Services</i> | <i>Mr. Lynch</i> |

Lynch: Nothing to report.

| | |
|--------------|------------------|
| <i>CWICC</i> | <i>Mr. Clark</i> |
|--------------|------------------|

Coolman: Nothing to report. Meeting coming up.

| | |
|--------------|------------------------------|
| <i>CWJRD</i> | <i>Mr. Bennett/Mrs. Amos</i> |
|--------------|------------------------------|

Bennett: We were supposed to have our annual meeting last Thursday, unfortunately had to postpone due to a family emergency; it'll be this Thursday, March 22nd at 7pm at Town Hall; we did

have an emergency meeting over the weekend to approve a swim commissioner and appoint swim coaches for the upcoming season; Jarvis: Those were coming up so fast that you had to appoint them? Bennett: Yes, the swim season has already begun, they're working on schedules now with the teams, so we needed to get our coaches and commissioners in place so they can work with the city on securing dates.

Destination: Canal Winchester Mr. Walker

Walker: Our annual meeting is coming up on March 27th at 6:30. Jarvis: That will be an election of officers at that meeting?; Coolman: Yes, and it's held at the Interurban Building.

- J. Old/New Business**
- K. Adjourn to Executive Session - NONE**
- L. Adjournment @ 7:45 p.m.**

A motion was made by Coolman, seconded by Lynch to adjourn. The motion carried with the following vote:

Yes 6 – Coolman, Lynch, Amos Bennett, Jarvis, Walker

Proclamation

Whereas:

Autism, the fastest growing developmental disability in the United States, affecting 1 in every 68 children and 1 in every 42 boys. It is an urgent public health crisis that demands a national response; and

Whereas, in recognition of the growing needs of the worldwide autistic community and to raise awareness about autism spectrum disorders and the need to provide services to individuals and families who are affected, the United Nations has sanctioned April 2 as World Autism Awareness Day; and

Whereas, Autism Speaks, an organization dedicated to funding research on autism and advocating for the needs of individuals with autism and their families, promotes the awareness of autism worldwide; and

Whereas, in light of the growing impact of autism spectrum disorders and the need for greater awareness, Autism Speaks holds their "Light It Up Blue!" campaign World Autism Awareness Day, designed to increase awareness about autism by asking participating organizations to turn their lights blue; and

Whereas, The City of Canal Winchester is honored to take part in the annual observance of Autism Awareness Month and World Autism Awareness Day in the hope that it will lead to a better understanding of the disorder; and

Therefore, I, Michael L. Ebert, Mayor of the City of Canal Winchester, Ohio, do hereby proclaim the month of April 2018 as

"Autism Awareness Month"

And April 2, 2018 as

World Autism Awareness Day

to raise public awareness of autism and the myriad of issues surrounding autism, as well as to increase knowledge of the programs that have been and are being developed to support individuals with autism and their families.



Michael L. Ebert, Mayor



ORDINANCE NO. 18-009

AN ORDINANCE TO UPDATE THE SWIMMING POOL RATES

WHEREAS, based on the recommendations of the Director of Public Service and Finance Director, the Council of the City of Canal Winchester hereby finds and determines that it is in the best interest of the City of Canal Winchester to update the Municipal Swimming Pool rates.

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

Section 1. That there hereby be established a rate schedule as follows:

MEMBERSHIP RATES

Memberships are available to both residents and non-residents.

| | <u>Prior to July 5</u> | <u>After July 5</u> | <u>Active-Duty Military/DAV</u> |
|--|-----------------------------------|--------------------------------|--|
| SUNBATHER’S PASS (Full Year) | | | |
| Individual: | | | |
| Resident | \$99 | \$79 | Free |
| Non-resident | \$119 | \$89 | Free |
| Family: | | | |
| Resident | \$199 | \$149 | \$149 |
| Non-resident | \$239 | \$179 | \$179 |
| 60 and over: | | | |
| Resident | Free | | |
| Non-resident | \$25 | | |
| TWILIGHT PASS (Every Day After 5pm) | | | |
| Individual | \$79 | | |
| Family | \$159 | | |
| WEEKENDERS PASS (Fri After 5pm + Sat & Sun) | | | |
| Individual | \$49 | | |
| Family | \$99 | | |
| CWJRD Swim Team | | | |
| Family | \$129 | | |

- Family membership prices are based on up to two adults and their dependent children under the age of 18, plus one caregiver (must be at least 16 years old).
- Members are required to show their membership card each time they enter the pool. There is a \$1.00 charge for a member who does not have their card to enter the pool. Replacement membership cards are \$10.
- Children ages 10 & under must be accompanied by an adult (16 or over) who intends to directly supervise them during the entire visit. Children ages 5 & under must have an adult (18 or over) within arms-reach at all times.

DAILY ADMISSION RATES

- Normal rate: \$5 per person
- After 5 p.m.: \$2 per person
- Vacationers Pass (10-day pass good any day): \$45 per person
- Children 2 and under: Free with a paying adult
- Active-duty military personnel and disabled American veterans (DAV) with valid ID/documentation: Free
- Families of active-duty veterans and disabled American veterans (DAV) with proper ID/documentation: \$4 per person
- Non-swimmer rate: \$1 per person (59 and under)

- Resident 60 and over: Free
- Non-resident 60 and over: \$3 per person
- Reduced daycare admission rate: \$3 per person
 - The daycare must be within the city corporation limits, be county/state certified, serve a minimum of 10 children, and follow applicable terms and conditions to qualify for the reduced rate.

POOL PARTY RATES

- Resident rate: \$250 (under 100 people)
- Non-resident rate: \$300 (under 100 people)
- Each additional 50 people: \$50

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

ORDINANCE NO. 18-013

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT A UTILITY EASEMENT TO SOUTH CENTRAL POWER COMPANY FOR THE RELOCATION OF ELECTRIC UTILITIES FOR THE GENDER ROAD PHASE 4 IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide a utility easement to South Central Power Company for the purposes of relocating electric facilities required by the Gender Rd. Phase 4 Improvements project;

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 execute on behalf of the City of Canal Winchester an electric utility easement to South Central Power Company, as more fully described in the Electric Line – Right of Way Easement attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to meet a specific construction schedule associated with the Gender Rd. Phase 4 Improvements; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose post office address is PO Box 250 Lancaster Ohio and to its successors and assigns, the right, privilege and easement to enter upon the lands and property of the undersigned, situated in the Township of: Madison County of: Franklin State of Ohio, and more particularly described as follows:

Property Owners: Village of Canal Winchester AKA City of Canal Winchester
Property Address: Gender and Groveport Road
Map/Location: 110-004-000 Work Order #: 165554-03
Containing: 5.927 Acres and 3.102 Acres More or less
Parcel No: 184-000864-00 and 184-003284-00
Recorded In-Deed Vol: OR Volume Page: Initials: TRII
Vms No: Section: 25 Township No: 11 Range: 21

Easement width shall be 30 feet, 15 feet each side of South Central Power Company's overhead / underground electric lines and facilities as constructed.

The approximate location of said easement is depicted on the Exhibit "A" drawing attached hereto and incorporated herein.

The right to construct, reconstruct, re-phase, relocate, install, inspect, upgrade, repair, extend, operate and maintain on, over, across, under, and through said lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems; to make such excavation as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems; to cut, trim, remove and control growth of trees, shrubbery, and vegetation within such right-of-way and any dead, weak, leaning or danger trees outside of the right-of-way that may strike the lines or system in falling, by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems, and to license, permit or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation for electrification, telephone or other utility purposes; with the right to assign this easement in whole in part; together with the right at all times to enter upon said lands for the purpose of inspecting said lines or systems, making repairs, renewals, alterations and extensions thereon, thereunder, thereto and therefrom; also the right of ingress and egress over the property of the undersigned to and from said lines or systems. No tree or trees shall be planted, grown or permitted to grow in such right-of-way, and no other vegetation shall be planted, grown or permitted to grow in such right-of-way that may interfere with Grantee's use and enjoyment.

No improvement, structure or building shall be built or placed within the easement area, or the level of the ground be changed by excavation or mounding without written consent of the Grantee. Grantee can remove, without compensation to the Grantor, trees, vegetation, improvements, structures or other obstructions within the right-of-way that, in the Grantee's judgment, may interfere with Grantee's use and enjoyment of such right-of-way or the operation and maintenance of such poles, lines or systems, or that may be a safety hazard. South Central shall restore and repair the property owned by the Grantor to the approximate same condition following the completion of any work undertaken in the easement area.

This instrument prepared by: South Central Power Co., PO Box 250, Lancaster, OH 43130-0250
Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

The undersigned agrees that all poles, wires and other facilities including any equipment, installed on, over, across, under, or through said lands and property shall remain the property of South Central, removable at its option, upon termination of service to said lands or property. It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except and the lien of current taxes not yet due and payable.

Owner: Village of Canal Winchester AKA City of Canal Winchester

BY: _____

Printed Name: _____

Title: _____

State of Ohio, County of:
BE IT REMEMBERED, that on this..... day of, 2017.
before me, the subscriber, a Notary Public in and for said County, personally came the above named
Village of Canal Winchester AKA City of Canal Winchester

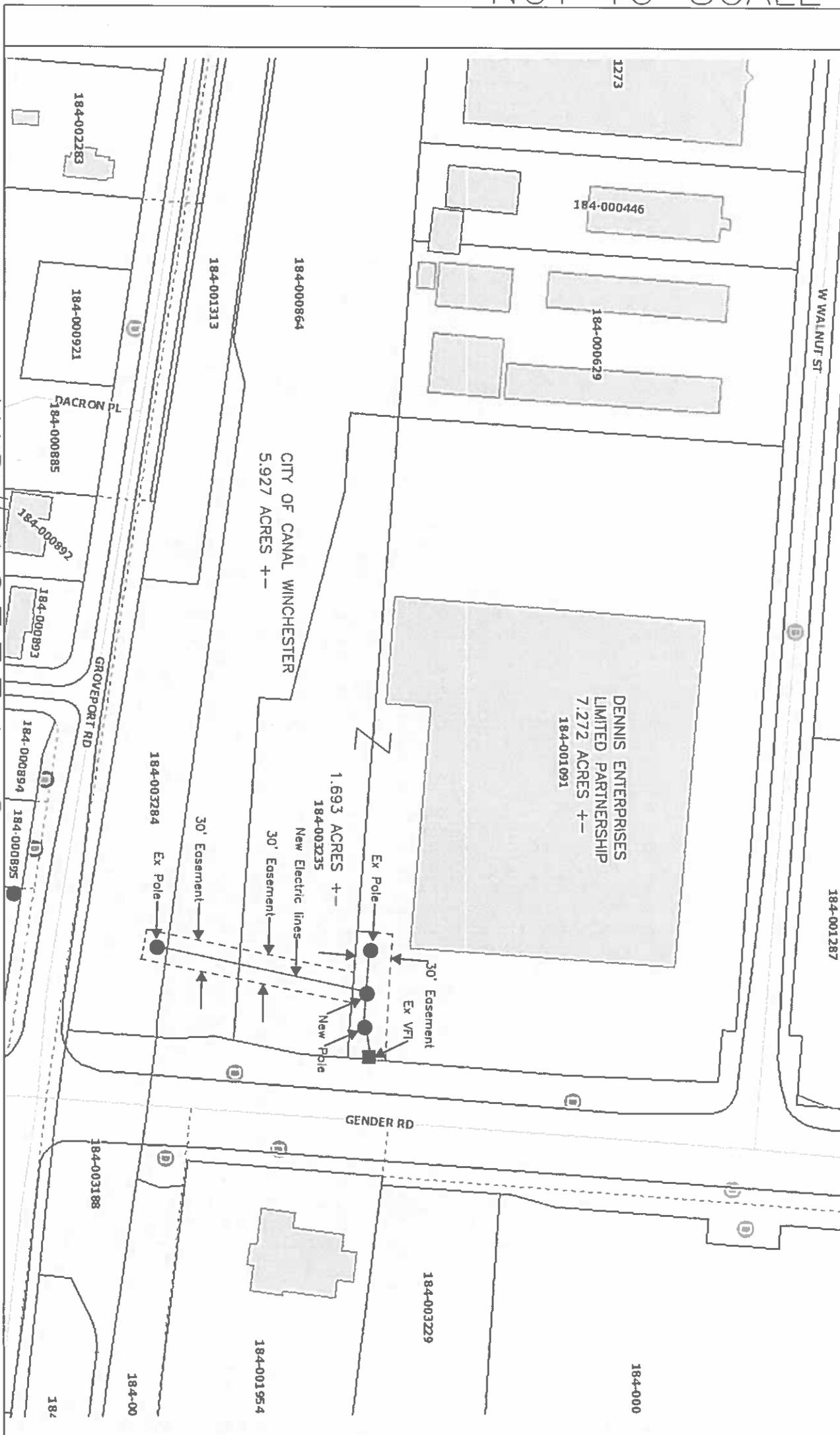
in the foregoing easement and acknowledged the signing of the same to be a / their
voluntary act and deed, for the uses and purposes therein mentioned.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

.....
Notary

Place notary stamp in box

This instrument prepared by: South Central Power Co., PO Box 250, Lancaster, OH 43130-0250
Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

EXHIBIT "A"
NOT TO SCALE



WO # 165554-2

ORDINANCE NO. 18-014

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING AN APPROXIMATELY 1.03 ACRE TRACT OF LAND FROM PLANNED COMMERCIAL DISTRICT (PCD) TO NEIGHBORHOOD COMMERCIAL (NC), OWNED BY OTP HOLDINGS, LLC., LOCATED AT 100 CEMETERY ROAD (PID 184-000752)

WHEREAS, the rezoning of the area hereinafter described has been proposed to the Council of the City of Canal Winchester; and

WHEREAS, notice of a public hearing has been duly advertised and the public hearing has been held before the Council of the City of Canal Winchester; and

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester with a recommendation for approval of the rezoning;

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

SECTION 1. That Part 11 of the Codified Ordinances and the Zoning Map of the City of Canal Winchester, Ohio, which is part thereof, be and hereby is amended as follows:

That approximately 1.03 acres, located at 100 Cemetery Road, PID 184-000752, owned by OTP Holdings LLC., as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Planned Commercial District (PCD) to Neighborhood Commercial (NC).

SECTION 2. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

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

EXHIBIT 'A'

130539-TTA

LEGAL DESCRIPTION

Situated in the City of Canal Winchester, County of Franklin, State of Ohio, and is described as follows:

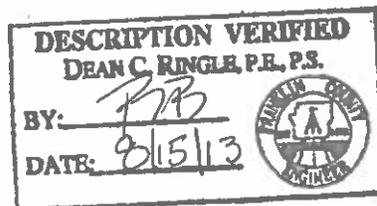
Being in the Southwest Quarter Section 19, Township 15, Range 20 Congress Lands, and being a part of a tract of land conveyed by deed of Lylle G. and Lena E. King to Douglas F. and Myrtle M. Dye, as the same is recorded in Deed Book 1231, page 517, Recorder's Office, Franklin County, Ohio, and being more particularly bounded and described as follows:

Beginning at a concrete monument at the Southwest corner of Section 19; thence with the West line of Section 19 North $0^{\circ} 18' 1/2''$ West, a distance of 179.92 feet to an iron pipe; thence North $86^{\circ} 40'$ East, a distance of 227.34 feet to an iron pipe; thence South $03^{\circ} 36'$ East, a distance of 193.30 feet to an iron pipe in the South line of Section 19; thence along the South line of Section 19, South $89^{\circ} 57'$ West, a distance of 238.13 feet to the Place of Beginning, containing 1.03 acres.

For informational Purposes only:

Property Address: 100 Winchester Cemetery Road Canal Winchester, Ohio 43110

Parcel No.:184-000752-00



046 D
All of
(184)
752

ORDINANCE NO. 18-015

AN ORDINANCE TO ADOPT THE CANAL WINCHESTER PARKS MASTER PLAN

WHEREAS, the City of Canal Winchester desires to encourage thoughtful and coordinated development of parks in the of the city; and

WHEREAS, the City of Canal Winchester underwent a ten-month public engagement process to ascertain the resident's desired park improvements with public meetings and surveys guiding the plan;

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

Section 1. That the Canal Winchester Parks Master Plan, as officially filed with the Clerk of Council and as identified by the date, January 2018, and incorporated in this ordinance as Exhibit A which is attached hereto and made part hereof is hereby adopted.

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

DATE PASSED _____

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.

Finance Director/Clerk of Council

ORD-18-015 Exhibit A Master Parks Plan can be found at the link below:

<https://oh-canalwinchester.civicplus.com/DocumentCenter/View/1905>

ORDINANCE NO. 18-016

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TAX INCREMENT FINANCING AGREEMENT WITH CENTRAL OHIO TRANSIT AUTHORITY

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 roads, water, sanitary sewer, and public pedestrian 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 Central Ohio Transit Authority, 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: 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

TAX INCREMENT FINANCING AGREEMENT

PREAMBLE:

THIS TAX INCREMENT FINANCING AGREEMENT (the “*Agreement*”) is made and entered into this ____ day of _____, 2018 (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 CENTRAL OHIO TRANSIT AUTHORITY, an Ohio regional transit authority (the “*Developer*” or “*COTA*” and together with the City, the “*Parties*”), 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).

RECITALS:

WHEREAS, the Developer owns or will own certain parcels of real property as described on Exhibit A attached hereto (the “*Developer Property*”), and Developer will construct the Private Improvements (as herein defined) on the Developer Property; and

WHEREAS, the Parties have determined that certain Public Infrastructure Improvements will need to be constructed to facilitate the development of the Private Improvements; and

WHEREAS, in accordance with the TIF Statutes and pursuant to the TIF 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 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 President/Chief Executive Office of the Developer. The Developer may from time to time provide a written certificate to the City signed on behalf of the Developer by the President/Chief Executive Officer 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.

“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, design, management, and installation of the Public Infrastructure Improvements that are reflected in **EXHIBIT B**.

“County” means the County of Franklin, Ohio.

“Developer” means the **Central Ohio Transit Authority**, an Ohio regional transit authority 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 the amount of the cost to design, manage, and construct the Public Infrastructure Improvements which shall not exceed **Nine Hundred Forty-nine Thousand, Five Hundred Thirteen, and 00/100 U.S. Dollars (\$949,513.00)**.

“Developer Property” means the property described on Exhibit A attached hereto.

“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 **Transystems Corporation of Ohio**, an Ohio for profit corporation, 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: **Central Ohio Transit Authority**
33 N. High St., Columbus, OH 43215
Attn: Michael L. Bradley, V.P. Planning & Services Development
bradleyml@cota.com; (614) 275-5867]

& copies to:

Sam Abdullah, Senior Associate Counsel
abdullahus@cota.com; (614) 308-4269]

“**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 4.42 acres, which consists of the public park and ride and Outparcels “A” and “B”.

“**Public Infrastructure Improvements**” means the public infrastructure improvements as generally described in **EXHIBIT-A**, **EXHIBIT B** and **EXHIBIT D**, each 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 A** as the 0.067 acre, more or less, Trillium Avenue right-of-way, and 0.086 acre, more or less, sanitary sewer easement, which are attached to this Agreement and incorporated by reference.

“**State**” means the State of Ohio.

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

“**TIF Ordinance**” means Ordinance No. 13-33 passed on October 7, 2013 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, the 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 determined by the Engineer. If an item is specified but not shown on the Drawings, it shall be located as 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.

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.

(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 shall be in full force and effect on the earliest date permitted by law.

(i) It will timely deposit into the TIF Fund all service payments received by it regarding the Developer Property.

(j) It will not transfer, encumber, spend, or use any monies intended for deposit into the TIF Fund from the Developer Property, except as provided in this Agreement.

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

(a) It is a regional transit authority 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, that execution, delivery and performance do 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.

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.

The Developer shall submit the names of the subcontractors it proposes to use. Under no circumstances will the Developer propose to use any subcontractor who is not specified. The City will promptly reply 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 D** (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 relevant public authorities.

(c) The Commencement of work associated with this contract will be established immediately following the Developer’s issuance of a “Notice to Proceed” for the work described as Public Infrastructure Improvements and Private Infrastructure Improvements. Upon issuance of the Notice to proceed for the construction of work, the Developer will complete the Public Infrastructure Improvements described within the contract documents, with 365 Calendar Days.

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 mechanic’s liens, have been or shall be released, or, with respect to mechanic’s liens, security therefor has been provided pursuant to Section 5.8 hereof. The City agrees to accept the Public Infrastructure Improvements and the rights-of-way allocable thereto upon satisfaction of the conditions listed in (a) though (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.

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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 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. 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 Construction Services Administrator 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 (7) calendar 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, 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 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 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.

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. 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 5.6. 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 5.7. Provision of Security for Mechanic's Liens. To the extent any materialman, contractor, or subcontractor files and records a mechanic's lien against the Public Infrastructure Improvements, the Developer shall, or shall require the appropriate contractor to, provide any security required by Section 1311.11 of the Ohio Revised Code to cause that mechanic's lien to be released of record with respect to the Public Infrastructure Improvements.

Section 5.8. 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) business 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.

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Section 5.9. 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 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) business 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. 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, the City may require the Developer to visit the project within one (1) business 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. Work which is repaired or replaced by the Developer shall be inspected and accepted by the Engineer and City 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 paid by the owners of the Developer Property on which the Private Improvements have or shall be constructed, and thereafter to deposit into the TIF Fund all monies required to be deposited therein pursuant to the TIF Ordinance.

City understands and agrees all of the Developer Property is exempt from real estate taxation and will remain exempt from any TIF service payments until any portion(s) of the Developer Property, including but not limited to Outparcel "A" or Outparcel "B," or both, is privately owned and no longer exempt from real estate taxation.

Section 6.2. Disbursements from the TIF Fund. The City agrees to pay the Developer TIF Reimbursement Amount as such funds are deposited into the TIF Fund from service payments paid by the owners of the Developer Property. Such payments shall be made within thirty (30) calendar days after the City's receipt of the funds from the Franklin County Auditor until satisfaction of the Developer TIF Reimbursement Amount or the expiration of the Gender Road TIF.

Developer understands and agrees it will not receive any deposits from the TIF Fund until a future time when any owners of portion(s) of the Developer Property commences TIF service payments pursuant to Section 6.1 and all conditions required for final acceptance by the City have been satisfied.

Section 6.3. Lien Waivers. Upon final completion of the Work and acceptance by the City, Developer shall deliver to City copies of unconditional 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) calendar 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) calendar 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) calendar 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, 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 completion of the Work by the date set forth in Section 4.2 herein, as adjusted by Change Order, then 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, acts of God or of the public enemy, acts or delays of the other party, fires, floods, unusually severe weather, epidemics, freight embargoes, unavailability of materials, strikes or delays of contractors, subcontractors or materialmen but not including lack of financing capacity; 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) calendar 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 thirty (30) calendar 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 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) business 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 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) calendar 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.

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 “Preamble” and “Recitals” sections 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. 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.

Section 9.11 Declaration Regarding Material Assistance/Nonassistance To a Terrorist Organization. Developer hereby warrants and represents that neither it nor any person, company, affiliated group or organization that holds, owns or otherwise has a controlling interest in Developer has provided material assistance to an organization listed on the U.S. Department of State Terrorist Exclusion List. Developer acknowledges receipt of a current version of the Terrorist Exclusion List, and Developer shall provide to Client a fully completed and executed Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization.

COTA's EXECUTION

The **CENTRAL OHIO TRANSIT AUTHORITY**, an Ohio regional transit authority, by its duly authorized representative, **EMILLE WILLIAMS, INTERIM PRESIDENT/CEO**, pursuant to **BOARD RESOLUTION NUMBER _____**, does voluntarily acknowledge this Agreement on behalf of COTA on the effective date, below.

CENTRAL OHIO TRANSIT AUTHORITY,
OHIO REGIONAL TRANSIT AUTHORITY

BY: _____
EMILLE WILLIAMS, INTERIM PRESIDENT/CEO

EFFECTIVE DATE: _____

STATE OF OHIO)
)
COUNTY OF FRANKLIN) **SS:**

BE IT REMEMBERED ON _____, 2018, I affixed my seal evidencing that **EMILLE WILLIAMS, INTERIM PRESIDENT/CEO**, acknowledged this instrument before me on behalf of the **CENTRAL OHIO TRANSIT AUTHORITY**, an Ohio regional transit authority.

(SEAL)

NOTARY PUBLIC
COMMISSION EXPIRATION DATE: _____

THIS AGREEMENT REVIEWED & APPROVED BY:
COTA, LEGAL AFFAIRS
BY: SAM ABDULLAH, SENIOR ASSOCIATE COUNSEL
DATE: MARCH 28, 2018
FOR: PLANNING & SERVICES DEVELOPMENT (MIKE BRADLEY)
RE: TIF AGREEMENT – CANAL WINCHESTER PARK & RIDE

[REMAINDER OF PAGE INTENTIONALLY BLANK; FISCAL OFFICER CERTIFICATE ON NEXT PAGE]

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 2018 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: _____, 2018

Printed: _____

Title: _____

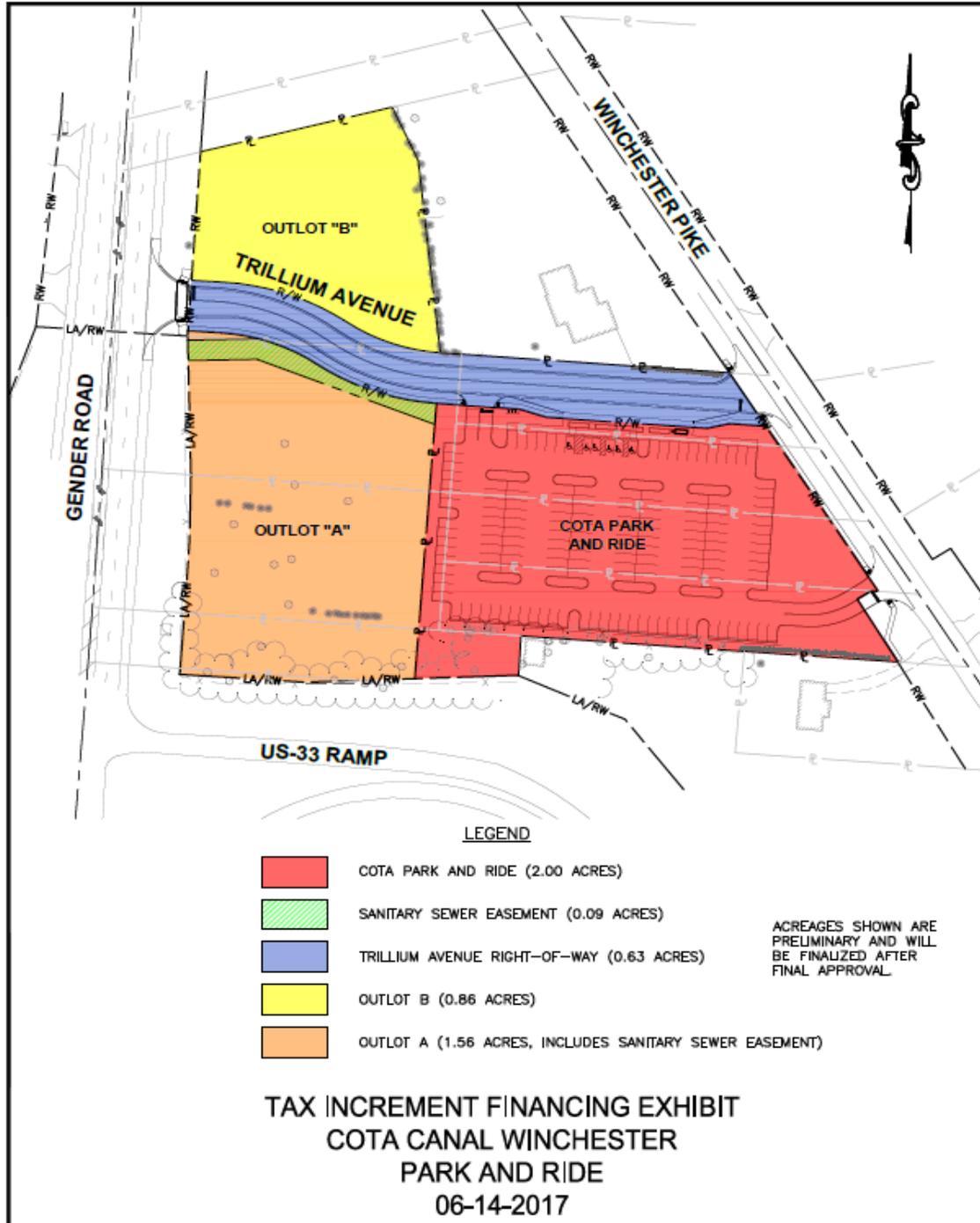
City of Canal Winchester, Ohio

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EXHIBIT A

DEVELOPER PROPERTY PARCELS

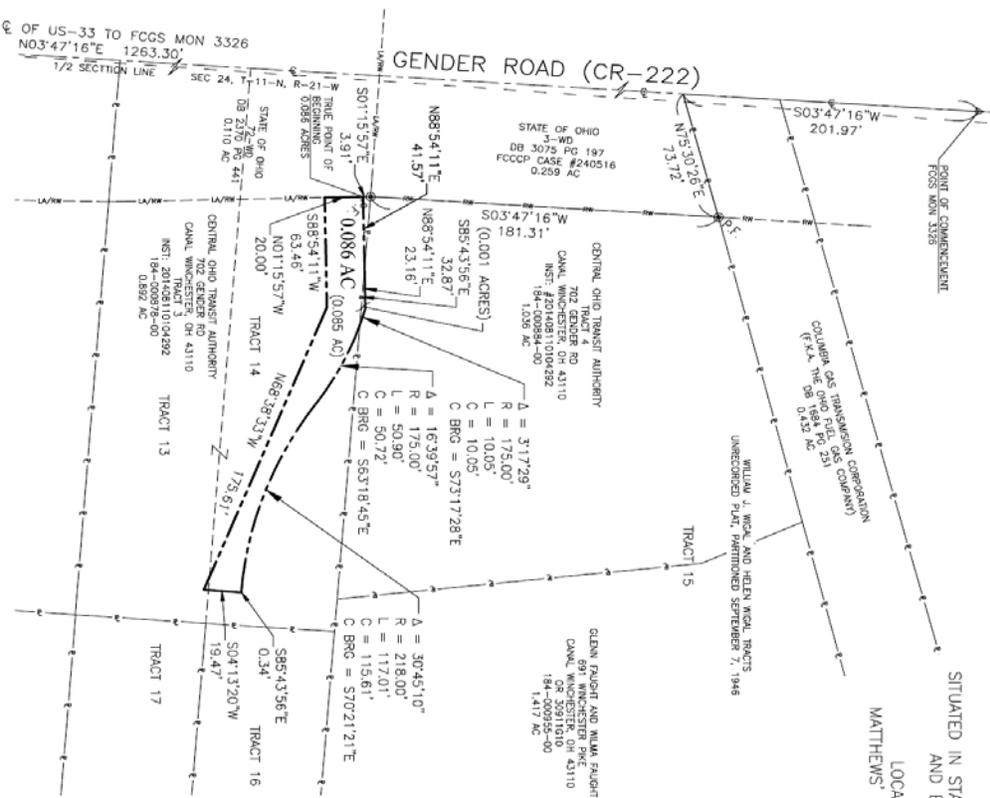
The Developer Property is comprised of the following parcel numbers located in Franklin County, Ohio: 184-000816, 184-000820, 184-000878, 184-000884 & 184-000919.



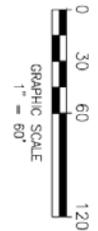
| NO. | DATE | EXPLANATION | BY |
|-----|------|-------------|----|
| | | | |
| | | | |
| | | | |
| | | | |

LEGEND:
 ● I.P.S. -- DENOTES IRON PIN SET (5/8" IRON STEEL ROD, 30" LONG WITH CAP STAMPED I.P.S.)
 ● D.P.F. -- DENOTES IRON PIN FOUND (5/8" IRON STEEL ROD)
 ● P.F. -- DENOTES IRON PIPE FOUND (3/4" DIA.)
 ● N.A.S. -- DENOTES NAIL SET
 F.C.S. -- DENOTES FRANKLIN COUNTY GEODESIC SURVEY

BASIS OF BEARING:
 ALL BEARINGS HENCEON ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, AS PER NAD 83 AND WERE ESTABLISHED UTILIZING COOT'S VRS SYSTEM, GPS EQUIPMENT AND PROCEDURES AND AN ESTABLISHED BEARING OF N 04°21'46" E ON THE CENTERLINE FOR GENDER ROAD (CR-222).



SANITARY SEWER EASEMENT 0.086 ACRES
 SITUATED IN STATE OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER
 AND BEING PARTS OF CENTRAL OHIO TRANSIT AUTHORITY
 TRACT-3 AND TRACT-4
 LOCATED IN SECTION 24, TOWNSHIP 11 N, RANGE 21 W
 MATTHEWS' SURVEY OF THE CONGRESS LANDS EAST OF THE SCIO TO



SURVEYED AND PLATTED BY:
 RESOURCE INTERNATIONAL, INC.

SURVEYOR'S CERTIFICATE:
 I HEREBY CERTIFY THAT THIS DRAWING IS A TRUE DELINEATION OF A SURVEY MADE UNDER MY DIRECT SUPERVISION IN AUGUST 2014.

MARK S. WARD P.S., S-7514 DATE

| | | | |
|-------------|-------------------------------------|--|--|
| DESCRIPTION | SANITARY SEWER EASEMENT | | |
| LOCATION | GENDER ROAD CANAL WINCHESTER, OH | | |
| CLIENT | CENTRAL OHIO TRANSIT AUTHORITY | | |
| DATE | 01-18-2018 | | |
| SCALE | 1" = 60' | | |
| PROJECT NO. | W-13-113 | | |
| SHEET | 1 OF 1 | | |

EXHIBIT B

The Public Infrastructure Improvements include:

- The design, equipping, project management, and construction of a public road to be known as Trillium Avenue, along with associated infrastructure improvements and appurtenances.
- The design, equipping, project management, and construction of a public sanitary sewer and associated infrastructure improvements and appurtenances.
- The components of the improvements are identified in the Preliminary Cost Estimate (Exhibit C) and depicted on the Site Plan (Exhibit D).

The City will reimburse the developer based on the actual cost of the Public Infrastructure Improvements in accordance with Section 6.2 of the TIF Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; "EXHIBIT-C" BEGINS ON NEXT PAGE]

EXHIBIT C

ACTUAL COSTS

| | |
|--|------------------|
| 1. Trillium Ave, drainage facilities & appurtenances construction costs: | \$670,560 |
| 2. Trillium Ave, drainage facilities & appurtenance design costs: | \$67,056 |
| 3. Project Mgmt Costs (8%): | \$41,061 |
| 4. Trillium Ave. Inspections & Fees: | \$64,949 |
| 5. <u>Contingency (12.55%):</u> | <u>\$105,887</u> |
| Total: \$949,513 | |

[REMAINDER OF PAGE INTENTIONALLY BLANK; "EXHIBIT-D" ON NEXT PAGE]

EXHIBIT D

Construction and site plans found in separate documents possessed by Canal Winchester and fully incorporated in to this Agreement for reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; "EXHIBIT-E" ON NEXT PAGE]

EXHIBIT E

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. _____, and in accordance with the provisions of Section 6.2 of the Tax Increment Financing Agreement, dated _____, 2018 (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 No. _____ 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 withdrawal 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) The Developer is in material compliance with all provisions and requirements of the Agreement, including, but not limited to, all prevailing wage requirements;

(vi) 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 materialmen, contractors and subcontractors who have provided services or materials to the Public Infrastructure Improvements as required by Section 6.2 of 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 mechanic's liens are filed in connection with the Public Infrastructure Improvements;

(viii) The Public Infrastructure Improvements are being and have been constructed and 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 manufacturer's 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; and

(xi) All proceeds of the TIF Fund heretofore disbursed have been spent in accordance with the Written Requisition applicable thereto.

EXECUTED this ____ day of _____, 20__.

By: _____
Authorized Developer Representative



Mayor's Report

April 2, 2018

HOA:

Amanda J, Matt and I had an opportunity to meet with the Ashbrook HOA on March 20th to discuss the future McGill Park. Several people in attendance had concerns of privacy, overflow lighting & noise. We addressed each of their concerns and by the end of the meeting, most were more comfortable with what we will be doing to address their concerns. Most all in attendance agreed that as a growing community we need a Multi-purpose park.

Fairfield County Sheriff:

Amanda J and I met with Chief Lape to discuss various topics. He indicated we should see the new Deputy by the end of April, possibly sooner. The new Patrol car will be decaled with Canal Winchester on the rear bumper, the remaining vehicles will be identified with the same when time allows for them to go to the shop.

Graduation:

Four City employees identified by the Directors as potential future managers went through several weeks of in house management training called "So You Think You Want to Be a Boss?" Graduation was held on March 28th and all four Graduated with flying colors. The class included Andrew Moore-Planning & Zoning Department, Stacey Williams- Finance Department, Chris Hartung-Water Department, Rhett Young- Street Department. Congratulations to the 2018 Alumni!

COUNCIL UPDATE



March 15, 2018

Finance Department

Amanda Jackson, Finance Director

Project Status:

2019 Tax Budget – I have started working on the 2019 Tax Budget. Although it seems early, we are required to have Council approval of the tax budget by mid-July which will require the first reading and public hearing to occur in early June. The tax budget generally focuses on the revenue side of our budget but we are required to include expenditures in our filing with the County Auditor so time is spent looking ahead at where we plan to spend our money. This work on the expenditures lessens the work we have to complete in the fall when appropriations are completed and presented to Council.

2018 Financial Statements – We are required to file financial statements with the Auditor of State by the end of May each year. These financial statements must be prepared in accordance with Generally Accepted Account Principles (GAAP) and require us to show things like capital assets, receivables, and payables. These financials are also audited by an independent firm during our biennial audit which will occur in 2019. We contract with the firm of Wilson, Shannon, and Snow in Newark to compile these financials each year. All the required information has been forwarded to them and I hope to have a draft back by the end of April.



COUNCIL UPDATE

March 28, 2018

Department of Public Service
Matthew C. Peoples, Director

Project Status:

Utility Rates/Fees: We are in the last year of a 4-year utility user rate increase and are preparing calculations for the next set of increases. Additionally, we have been reviewing our utility capacity fee ordinance and have identified some modifications we would like to make. Our expectation is to present these items to Council in the summer for consideration.

Recycling Station: We continue to experience heavy volume at the recycle station despite increased collections and the addition of another container. Items are being placed on the ground where this past weekend were blown over the parking lot and on to adjacent properties. We are installing additional signage and have begun collecting names of the offenders to notify them and request they use the station properly.

Gender IV OPWC Project: Project documents are being finalized and we expect to issue a notice to proceed in the coming weeks with an expected construction commencement in April.

5-Year Capital Improvements Plan: We presented the 5-year CIP and examples of the new CIP Fact Sheets to Council at the October Committee-of-the-Whole meeting. As discussed, we continue to review the Pavement Condition Rating (PCR) report and will incorporate those results in formulating the CIP priorities.

McGill Park: Bird & Bull has completed the survey of the park lands and we are working with OHM on preliminary design work for some of the park components and features. Additionally, we have completed the infrastructure planning for the park with concepts for the water, sewer, and fiber lines currently being completed and continue to work on maintenance/equipment planning.

Westchester Park Shelter House: We have begun collecting information for the design of the Westchester Park shelter house and are meeting to review products and discuss project details.

ODOT Maintenance: Mayor Ebert and I meet with ODOT representatives to discuss maintenance responsibilities of US Rout 33. Not much was rectified, though we were able to identify a few inconsistencies with their position. However, Gene has been working on ODOT's general counsel from a previous meeting and we are working on the possibility of a compromise to share in the maintenance responsibility.

COUNCIL UPDATE



March 28, 2018

Division of Urban Forestry
Dick Miller, Urban Forester

Project Status:

Sidewalk flower containers: We have purchased new sidewalk flower containers are replacing the wood veneer on the large square tree planters that have been in service on our sidewalks since 2004.

Ohio Invasive Plant Species Law: A new law governing invasive plant species became effective January 1 of this year and reads in part: "The director of the Ohio department of agriculture or his authorized representative may seize, order removed from sale, or order destroyed any plant described." This law applies to those who sell or distribute invasive plants in Ohio. The urban forester of Canal Winchester will maintain a copy of the Ohio invasive species plant list.

Labor: Austin Lynch, Jack Denson and one additional summer person will complete the urban forester crew for the growing season in 2018. We are looking forward to another good summer season in the department.

Herbicide Spraying: We will conduct limited dormant oil/herbicide sprays on some woody invasive plant species on dry days suitable for that work.

COUNCIL UPDATE



March 28, 2018

Division of Water Reclamation

Steve Smith, Superintendent

Project Status:

Albion St. Sewer: The contract for the sewer line replacement was awarded to Seals Excavating and work is to commence when weather conditions allow. Meanwhile, quarterly jetting of the line to ensure uninterrupted service continues.

Odor/Corrosion Control System: After months of research and preliminary preparation, an odor/corrosion control system is slated for installation by mid-April at the North Gender lift station. The new system will help offset odor and corrosion in the areas downstream of the lift station caused by hydrogen sulfide in the wastewater.

Safety:

- A safety committee meeting will be conducted on 3/28 and will include an inspection of the WTP in coordination with the annual scheduled inspection of all city facilities.
- The city applied for an OWEA safety award in addition to the standard Safety Certificate this year as our eligibility is heightened by our good safety record of the last few years. It will take until the end of June before we learn if we win the award.

COUNCIL UPDATE



March 28, 2018

Division of Streets, Lands and Buildings
Shawn Starcher, Superintendent

Project Status:

Patching: Crews are continuing to fill potholes with the Durapatcher when needed and as weather permits.

Mowing Season: Mowing equipment is being prepped and prepared for this mowing season.

Street Sweeper: The street sweeper is currently at Contract Sweepers where they are addressing maintenance items and parts.

Pool work: Crews are doing some touch-up painting at the CW Municipal Pool buildings and will be installing new equipment and components.

Signage: Crews continue replace and install new speed limit signs.

CDL Certification: Congratulations to Travis and Austin Lynch for passing the CDL test and obtaining their CDL licenses.

COUNCIL UPDATE



March 28, 2018

Division of Information Technology

Rick Brown, Coordinator

Project Status:

Network Environment:

- The new server infrastructure is now in a production environment. Two servers have been migrated into the new platform. There are a total of twelve virtual/physical servers that will make up the new environment consisting of one physical server. The conversion for this will take a year.
- The server for the Disaster Recovery site has been configured. In the coming months it will be put into production and serve as a testing platform for our recovery paradigm.

Security Training: There will be a technology class to be scheduled for new Council members and employees.

COUNCIL UPDATE



March 28, 2018

Division of Water

Joe Taylor, Superintendent

Project Status:

Telemetry Upgrades: Rawdon Myer is completing the SCADA offsite telemetry upgrades. They have just 1 tower to complete and to perform some touch up/verification at the wellfield. We are currently using the new system.

Bulk Water Sales: The bulk water control panel is being installed and the electrical work finalized this week.

High Service Pump #4: We found a bearing failing on High Service pump # 4. It has been recommended that we inspect the pump itself as it is in its 10th year of service.

AMI: Staff is continuing its efforts installing Zenner AMI meters. Staff currently has approximately 940 meters installed. (120 since the last meeting).

Hydrant Flushing: Hydrant flushing will begin on April 9th and will be ongoing until April 27th.

Hydrant Flow Testing: Staff assisted Concord Fire Protection for a fire flow test at Wylers and Home Depot.

COUNCIL UPDATE



April 2, 2018

Construction Services Department
Bill Sims, Administrator

ACTION NEEDED BY COUNCIL: Legislation authorizing an easement to South Central Power for electric line relocation associated with Gender Rd. Phase 4.

Capital Improvement Projects

2018 Street Program: Contracts to be executed by 4/2/18. Anticipate work to start late April.

Gender Rd. Ph. 4: Utility relocation continuing. Contracts to be executed by 4/2/18. Anticipated work starting late April.

Private Development Projects

Canal Cove Sec. 5: Westport Homes. Utilities complete. Road construction delayed until spring.

Crossroads Church: Site plans and roadway plans reviewed. Developer's engineer working on bridge design issues.

Winchester Veterinary Clinic: Preconstruction conducted 9/20/17. Construction dormant due to design issues.

New Faith Church: Preconstruction Meeting held. Site work has commenced. Foundations placed. Site has been dormant due to weather.

Brew Dog Hotel: Utility relocations performed. Parking lot under construction. Building under construction.

Winchester Ridge Phase 3: Sanitary sewer installation complete. Waterline installation underway.

Villages At Westchester Sec. 10-2 & 9-1: Preconstruction Meeting conducted 2/8/18. Utility work underway.

Villages At Westchester Section 12-2, part 3: Preconstruction Meeting conducted 2/8/18. Work anticipated to begin mid April.

COTA Park & Ride: Plans approved. No schedule for work to start yet.

TransCanada Pipeline Replacement: Clearing mostly complete. Access drives being constructed. Pipeline work anticipated to begin in our area mid June.

COUNCIL UPDATE



April 2, 2018

Development Department

Lucas Haire, Director

Development Report

- Orange Theory Fitness is under construction at 6047 Gender Road.
- A new office for Premier Allergy is under construction at 6390 Gender Road.
- JSB Home Solutions in converting their existing warehouse to offices at 202 Winchester Cemetery Road. They leased warehouse space and expanded to 70 Elm Street and are the first new tenant in that complex.
- The renovations of 60 -92 Elm Street are nearly complete. Laundry One will be operational soon at 60 Elm Street. They are a commercial laundry equipment distributor and service provider.

New Businesses

- Harris Lane & Co has opened a new retail store at 24 N. High Street.
- Allstate Insurance has a new office located at 219 Winchester Cemetery Road.
- Another new office building is being proposed along Winchester Blvd. in a park to be known as Winchester Office Park. The owner has strong pre-leasing activity and has filled the first 7,000 square feet building and is proposing the second 7,000 square feet building. It will be considered at the April meeting of Planning and Zoning Commission.
- An update on the expansion plans for the Canal Winchester High School will also be presented to the Planning Zoning Commission on April 9.