

# Canal Winchester

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



## Meeting Agenda

**May 7, 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 – *Coolman*
- C. Roll Call
- D. Approval of Minutes

[MIN-18-019](#) 4-16-18 Council Work Session Meeting Minutes  
[MIN-18-020](#) 4-16-18 Council Meeting Minutes  
[MIN-18-021](#) 4-30-18 Committee of the Whole Meeting Minutes

- E. Communications & Petitions - **NONE**
- F. Public Comments - Five Minute Limit Per Person
- G. Resolutions

[RES-18-005](#) A Resolution Authorizing The Mayor To Enter Into A Contract For The  
*Public Service* Participation In The ODOT Winter Contract (2018-2019) For Road Salt  
*Sponsor: Jarvis* - Adoption

- H. Ordinances

*Third Reading*

[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  
*Sponsor: Amos* 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](#))  
 - Adoption

[ORD-18-015](#) An Ordinance to Adopt the Canal Winchester Parks Master Plan ([Ex. A](#))  
*Development* - Adoption  
*Sponsor: Jarvis*

[ORD-18-016](#) An Ordinance Authorizing The Mayor To Enter Into A Tax Increment  
*Development* Financing Agreement With Central Ohio Transit Authority ([Ex. A](#))  
*Sponsor: Lynch* - Adoption

*Second Reading*

[ORD-18-017](#) An Ordinance To Create Chapter 188 In Part One Of The Codified  
*Development* Ordinances Of Canal Winchester Enacting An Admissions Tax  
*Sponsor: Coolman* - Second Reading Only

*First Reading - NONE*

**H. Reports***Mayor's Report*[18-044](#)

Mayor's Report

*Fairfield County Sheriff**Law Director**Finance Director*[18-047](#)

Finance Director's Report

*Public Service Director*[18-045](#)

Director of Public Service Project Update

[18-046](#)

Construction Services Administrator Report

*Development Director*[18-048](#)

Development Report

**H. Council Reports***Work Session/Council**Monday, May 21, 2018 at 6 p.m.**Work Session/Council**Monday, June 4, 2018 at 6 p.m.**CW Human Services**Mr. Lynch**CWICC**Mr. Clark**CWJRD**Mr. Bennett/Mrs. Amos**Destination: Canal Winchester**Mr. Walker***I. Old/New Business****J. Adjourn to Executive Session (if necessary)****K. Adjournment**

# Canal Winchester

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



## Meeting Minutes - DRAFT

April 16, 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 6:01 p.m.*
- B. Roll Call**         *Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker*
- C. Also In Attendance**

*Mayor Ebert, Lucas Haire, Amanda Jackson, Bill Sims, Steve Smith, Shawn Starcher, Joe Taylor, Sargent Cassel, Shane Spencer*

**D. Reports**

*Bill Sims - The utility relocation work is continuing at Gender Road and Groveport Road; if you've been by there lately, it's opened up quite a bit with the clearing that South Central needed to perform to move their stuff; the utility stuff is nearing completion, probably here in the next couple of weeks; the stubs of the old poles should be removed, which is perfect timing for our contractor; we have the pre-construction meeting with Strawser Paving this coming Monday; we'll probably be seeing some kind of activity in the next 2-3 weeks out there; Street Program - we've awarded the contracts, I'm in the midst of conversation with the contractor to schedule the pre-construction meeting for that, we're pretty much right on track, normal time of year for that job to start; typically they'll come in and do concrete work first, paving work will follow typically in the later part of May or early June; we'll be issuing those this week, to get the clock ticking on that job; letters to the residents that are affected by paving work in Ashbrook were sent out about a month ago; letters to folks in the sidewalk program went out last week; notices are getting out to start conversations with people, so if they have any issues, or if they have something scheduled during the summer that might be impacted by paving; private work is also underway, Winchester Ridge continues to be constructed, they're working on waterlines currently, sanitary sewer is completed, most of their storm sewer is completed as well; they will actually be moving onto the proposed Greengate Drive location to extend the waterline back to Winchester Ridge 3; they're going to start that later this week, they have a very short run of sanitary sewer to put in first, and then onto the water; they're anticipating about 3 weeks to complete the offsite water; in Westchester, they're continuing the work in Section 10-2-91 which is the end of Connor Drive, which is the end of Connor to Cormorant, so the contractor is in there; once he completes the underground work there, that same contractor will move to Section 12-2, parts 3&4, which is off of Connell Court, which is on the west side of Gender Road; probably anticipating COTA actually getting started hopefully in the next few weeks; they've got a contractor on board, I think they have all the information they need at this point; Lucas I'm not sure if you know the status of the agreement with those folks; we're obviously looking forward to that getting going; Columbia Gas Transmission – their pipe replacement, the initial type of projects are underway with tree clearing, they're also installing access driveways, they're kind of all over right now; I see them working very heavily in Columbus currently; I see them down as far as Coonpath Road area, working on some access drives now, too; they seem to be well into the area that is in our section, the shutdown of the pipeline this summer; on a personal note, we have the Relay for Life Dinner on May 16<sup>th</sup>; think you've probably seen some information on that; I am hopeful that you can all attend, I know sometimes there's scheduling conflicts with other things; having you folks there to serve during that event really is a treat for everybody; over the years we have received nothing but positive comments from council members about having a good time; it's fun seeing folks, lots of families there; I think those folks from the community here really appreciate it, we get a lot of the same people year after year; they just really enjoy that opportunity; speaks a lot about our community, kind of a personal aspect of it; so*

looking forward to that; Walker: I'd like to let new council know, it is a competition, who can bring in the most tips; Sims: That's true, some members are a little more competitive than others; there is an honor in who brings in the most tips; not only the money at the door goes to Relay for Life, but also the people who go above and beyond that, who tip you for the great service that you provide; we also make desserts that we take there that we provide, so if you're a baking type, you can bring a dessert; Bennett: Would you like us to - is there a way to register a dessert in advance? I didn't know if you wanted 7 of us bringing brownies; Sims: I'll talk to Amanda Lemke in the morning; I think we setup a SignUp Genius for that; I'm sure I've got them from the previous years; Lynch: Sidewalk program, I received one of the letters; I'm curious as to how this works; it seems like 10 years ago, I received a very similar letter; tree grew, sidewalk broke, etcetera, etcetera; is this something that has been done on a 10-year rotation, how do you guys do this? Sims: We've had a couple different ways that we've performed this; the program that we currently do, this is the 3<sup>rd</sup> year of that particular program; currently what we do is go around town on a geographic basis, so we started in the older neighborhoods and worked to the newer portions of town, primarily because that's where the more serious sidewalk issues are; a number of years ago, when we talked to council, council expressed interest in having a grant program to help share costs; we spent a lot of time talking about the myriad of issues that cause sidewalk problems, all the different levels of responsibility that can exist; it became pretty cumbersome, so the city basically said 'we'll pay half, regardless of what the problem is'; under the ORC, the homeowner's 100% responsible for the maintenance of the sidewalk; the program we're doing now, is the city does take 50%; at this point what we've done, rather than putting it solely on the individual to get it all worked out, we incorporate it into our street program, so that we have the advantage of having a large quantity of work to do, in a competitive bid situation; even though we may be paying prevailing wage rates, someone may not have had that; we're finding that prices are extremely competitive still, with our contractor; we get a very professional contractor, we also do monitor testing, inspection of their work, so the end product is better as well, versus just calling somebody in the ads who are doing concrete work; that program, we have been doing for 3 years; it's been very successful, we're accomplishing a lot more; just in the old part of town here, there used to be a lot of problems; previously, we had the grant program, we did one year when it first started based on a geographic area; with the downturn of the economy, we decided to scale back, it was complaint driven for a number of years; every year, we will probably get – it used to be 25 complaints on a sidewalk, all over town; mostly folks who were doing a lot of walking, mostly neighbors, but sometimes people themselves who knew the grant program existed, which is good because the goal was to improve sidewalks; we did that for a number of years, the notice about the problem could've come from anybody; we went out and did an inspection, then sent them a letter, and those were all individual; Lynch: This sounds like a more proactive approach, which I think is a better way to go; the grant money, does that come out of our general fund, the street improvement fund? Sims: It is in the general fund, it's a line item I think Lynch: So when you say grant, you mean a grant from the city to the homeowner? Sims: That's correct; Lynch: Okay, got it, not an outside grant to the city; Sims: It basically covers up to 50%; if you're working within the street program, it's a solid 50/50 split; Lynch: It's a very fair program, there's no question there, how often do we plan on re-inspecting? IS that going to be put on a so-many-year basis? Sims: My original plan was to have the town broken up into 5 sections; we're on, this would be the 3<sup>rd</sup> or 4<sup>th</sup> section now – 4<sup>th</sup> section now; we have to tailor that, depending on how much sidewalk's in there; I advised the plan initially based on some nice and neat geographic areas; in the older sections of town, there's a lot more volume of work that needs to be done; if I went into Westchester, I could do 400 lots, and have the same

amount of work as 200 lots here in the old part of town; it's a matter of scale, too; we're really left now, after this year's program, we'll be left with Ashbrook, Westchester, and Winchester Village; Lynch: It gets easier every year, as you keep up with it; Sims: It will, I think what we'll find is once we've completed town, we'll go back and take a look, so the sections will actually get larger, because they'll be so much less volume the second time through; we might do all of old town in one year, all of Westchester and Ashbrook in on year; there may need to be a gap in between them, to generate enough volume of work. Amos: On Gender Road Phase IV, you said Strawser Paving – that you're meeting with them on Monday, and activity will be happening in 2-3 weeks; is that activity on Gender Road, or are we still planning on waiting until school's out for the season? Sims: I would anticipate work on Gender Road; the only part of the project that's impacted by the schools is the closure of Gender Road; the whole rest of the project, aside from the closure associated primarily with the railroad, that 4-day event; it can be done during the work day with single lane closures, and then opened back up for rush hour; it shouldn't be much of an issue, quite frankly; not much different than when we did Gender and Winchester Boulevard, Gender and Fox Hill, even Gender Road north of 33; some inconveniences, but not a lot; Amos: Okay, are you working with Dr. Bruning over there? Sims: Yes; Gender IV won't affect him too much; the street program is usually the biggest headache, because we impact bus stops; when we're doing the concrete work, normally school is just about out when we start paving.

Dick Miller - These just came in today; if you remember the February meeting, I brought in a chip; these are the new containers, we've got 5 different sizes for starters; this is the largest one, and then they go all the way down to the 18", which I think goes on the pedestals out here as you go out the door; this is the color; these are made to stay out 365, if we chose to do that; these will get plants in them; the bigger containers, we had Austin Lynch from the Urban Forestry Department put on new wood veneer, and do a similar stain as close as we could get to this; got a little bit of a new look here; we have the tree giveaway May 5<sup>th</sup>, rain or shine, Stradley Place, 9-11am, that's a Saturday; we have 108 trees to giveaway; we also have some tree seedlings, if anybody is interested; Mr. Lynch has the list – it's already working its way down; Saturday, April 21<sup>st</sup> – we have the backyard conservation presentation at the community center; we'll also be discussing the urban forest of the future; that is Saturday, April 21<sup>st</sup> at 10am, it usually lasts about an hour to an hour and a half; it's usually well-attended; today we had a small crew out mulching, you may have noticed that that started; Friday, April 27<sup>th</sup> we have Arbor Day at Winchester Trails school; I think that's 2:45pm, and it's usually a hoot, it's a lot of fun; spring tree street tree planning started today; we've got our herbicides in that we use for the guardrails, mulch beds, gravel areas, and even some paved areas; Washington Knoll's tree replacements; we're going to be removing some of the trees that were put in in the 70's; those trees, mostly the larger sweetgum trees that have issues, should we go in there and replace sidewalks and cutting roots out of 60-70 foot trees; we have a potential problem there, so we will be replacing some of the Washington Knoll's trees; that will happen this spring, as far as the removals; the replacements probably in the fall; Potting Day – Friday, May 11<sup>th</sup>; that's at noon at the 400 Ashbrook Road facility, that is a rain or shine happening; this Thursday, April 19<sup>th</sup> we'll celebrate 25 years as a tree city at Grove City, Ohio at the tree city awards; Walker: Did we already fill in, Mr. Miller, on Potting Day? Miller: Potting Day, I hope, we pot up all the hanging bosses; at noon we meet at 400 Ashbrook Road, you bring a covered dish, we have a big smorgasbord, we eat; then we commence to get dirty, filling pots and listening to music; usually that takes about 45 minutes to pot about 100 pots, we have an assembly line.

Steve Smith - Probably the biggest news for us is figuring out what season is outside; first time since I've been here that we've had the creek come out of its banks twice in a two week period; right now, I am interested in, at least to me, not to them – where a normal rainfall is about 3.25, and we're only halfway through the month, and we're at 5.11; if you go back to March and include that, we are at 7.27; for some reason we are experiencing a wet season here, hopefully it goes away; the plant is handling it just fine; improvements we've made previously, and the initiation of use of both facilities have really made that a lot better, we're happy about that; the only other thing I have tonight is something I'm pretty proud of; we have been doing a lot of research on odor complaints in the Westchester area, very detailed odor research; in addition to putting in sensors and manholes; we've also went forward with interviews with different companies that are offering expertise in that area; some time back we got into a contract with a company called Evoqua; in my opinion, they're the best of the best; we have the new system installed, you might see it if you look next to the water tower across from Brewdog, you'll see a new tank sitting there; that tank contains a chemical that will be used to create the odor control situation; that is filled with chemical on Wednesday, we initiate use of it; it usually takes about 24 hours for things to mix up; Evoqua, under the first year contract, not only manages it and monitors it, but they optimize it; we anticipate a lot better smelling summer this year, going on perpetually from that point on; the cost of the thing will be reasonably offset by the monies we get from Brewdog and treating their waste; wish us luck on that, we will be keeping an eye on that; Lynch: Across the street from Brewdog's, where the water tower is, you're putting a giant air freshener, is that what I'm hearing? Smith: Essentially; not to get too technical, what we've got is something that's trade named 'bioxide'; it's calcium nitrate; this tank is 11,600 gallons; what happens is, the hydrogen sulfide typically uses sulfur – as the molecule mutates, it usually uses sulfur and makes hydrogen sulfide, which in turn combines with mist in the air to create sulfuric acid, which is ruining our sewers; we have already spent a quarter of a million dollars rehabbing our sewers for this, and it stinks; this gives – a molecule locks into that, before it has a chance to uptake the sulfur, and essentially takes the hydrogen sulfide down to 0; it's all monitorable, and all cost efficient; it shouldn't be a real boon to the community; we are not the first to get it, there are thousands of communities across the United States who are doing; it's a proven technology by a proven company; I'm looking forward to reduction – not only, again, of the odors; we have spent thousands of dollars, I think Bill can tell more about it than I can; thousands of dollars to rehab manholes and sewer pipe that are just eaten apart by hydrogen sulfide; that is now branching out into the substructures, it just takes longer because they're farther away from the source; ultimately, we expect this to be a huge cost savings for the city; Jarvis: In years past, the I and I used to be a problem when we had major rainfall events; is that no longer a problem, I haven't heard anyone talking about it in a while; Smith: That's a great question; we did a lot of stuff on I and I, the big main truck line, we discovered that big problem over there; we got a nice newspaper article about it over at 33; just recently, this winter, while the crops were down and trees were bare; we walked the entire trunk line, and we had two huge sources of I and I; one behind the Washington Knolls area, and another one out in the field where a tractor had knocked over an air vent, and had a gaping 2-inch hole in our main; we believe we have knocked about a million gallons of I and I out over the last 2 events; our I and I was – this event was 3.5 times normal flow; it was 4.5 times normal flow 2 weeks ago; that may sound like a lot, but last Thursday I visited Circleville – they had 18 times normal flow; we have gone a long way, and it will be a never ending process; we are always going to be looking for I and I, we'll always be trying to beat it, and we are never going to beat it; we are going to do the best we can to keep it in check; Jarvis: I'm going to blow this, but for the new council members, the term refers to the storm water, or brown water

entering the sanitary sewer system that has to be treated just as if it were sewage; it can create some problems; Clark: Inflow and infiltration, correct? Jarvis: Yes, I and I stands for inflow and infiltration; Smith: Yes, it can overwhelm sewers to the point that it's flooding basements; that's when it gets hyper-critical.

Shawn Starcher - I regret saying this, but I agree with Steve; with the crazy spring we've had, we just can't find ourselves to put our snow plows away; we've got it cleaned and ready, but literally we just got called out by the deputies the weekend before last to salt bridges and overpasses; the mowers are prepped and ready to go, we actually were out at the end of last week during that nice weather, we were able to get our first mow in at some of the parks; we will continue to work on that, get that equipment put away soon, you'll see the crews out mowing here very soon; in years past, we are typically mowing about now and weed eating and everything else; we are about 90% complete with our speed limit sign replacements, just have a few things I need to go out with Matt to talk about some signs in some subdivisions; our street sweeper has been in for a repair; we had to replace a pick-up head; we've been without it for about 2 weeks now; it's a costly repair, but we should get that back by the end of the week, so you'll see that back out; as soon as we get that back, we'll be out for the rest of the month sweeping; I'm finishing up with some seasonal applications, so hopefully can get that taken care of by the end of the week; as Dick mentioned, we started mulching parks and flower beds, and things like that; we started putting up the banners today, if you recognized that; Clark: I've got a question about the street sweeper; is there a way that we can notify when they're going to be in an area, or is it just too random; do you do Westchester a certain day, and then 'this' a certain day, and then 'that'; so that we can tell people to get their cars off the streets, I think the neighbors would do that if the street sweeper is coming down; Starcher: We always try to avoid Mondays, because that's trash day; we try to avoid going in and out around trash cans; if you see us out on Monday, we will usually be in the downtown area, and avoid the subdivisions; we did talk about using our system for our weather alerts to notify our residents about our certain routes, it's something we could definitely do; we have 4 routes for the street sweeper, we could definitely do that; Clark: Maybe in the Mayor's letter, or Amanda; Starcher: It'd be something easy we could do, like send out an alert through social media; Clark: It might be helpful, yeah; Mayor: Sometimes you can't always follow that schedule, though, if you're a day late, they pull it off the street, and then are back out there the next day – just so they understand that.

Joe Taylor - We got all the bulk water control system installed; we've been tinkering with it, getting it tuned in; that should be ready to go, people will start utilizing it when the weather breaks, trucks will start coming in; Rawdon Myers – they're our SCADA company, they're supposed to come back tomorrow; they've done all the offsite telemetry work, at all of the towers, and the Lieberman well field; they still have some programming issues that they need to sort through and get taken care of; we're having some communication faults that's sending out some false alarms; guys are coming in at 3 o'clock in the morning to acknowledge an alarm that doesn't exist; we're working on that, trying to get that cleaned up; I sent out for some course sampling for 3 filters and 2 softeners, as kind of a maintenance precautionary; I wanted to determine the efficiency of the filters, and the softeners to see how the media is holding up, as they're getting towards their tenth year – media life can range anywhere from 7-20 years, depending on operational; we're right in that time frame, I just want to determine how well it's operating, see how much buildup we have on the media itself; one of the filters we've been kind of working with – number 3, for the past couple of years with some issues, I want to send that one out, and 2 other ones that I know operate great, just for a comparison, to see if

maybe if it's something with the media itself; we continue to install the MIUs for the AMI system; we're around 980 right now, so by the time we get through this next billing cycle, I'm sure we'll be well over a thousand; we're right in the middle of hydrant flushing, we actually flushed Westchester today; we're getting close to the end, we still have Bowen and Busey to do, and then the Canal Pointe area; that's going very well, considering the weather; luckily it hasn't rained and snowed a whole lot during that time; we have been able to move along, they look pretty decent; it's been a normal amount of time to flush them; downtown area has a little more sediment than further out, so as we get further out it gets quicker; we're preparing to do some valve bolt replacement along North High Street; we've been doing the valve bolt replacement on suspected valves for the last few years; this year we're actually going to be working primarily on North High Street from the railroad tracks towards 33, there's 10 in there; that's in that time frame of valves that we're looking at; that's going to coincide with the street paving project, so we will get them knocked out right before we pave so we don't have an issue with something 2-3 years down the road on a brand new paved road; next week we are doing shutoffs and meter readings, working on the consumer confidence report, hopefully we'll have that link sent out and the report ready for when we send the bills out there around the first week of May; we've had 2-4 calls during the flushing program from people who have noticed the discoloration; I had one comment about some calcium deposition on a refrigerator water dispenser; we've lowered our hardness just a little bit, anything else is going pretty well; Walker: Just during the flushing, no other complaints on any water quality, other than that? Taylor: No, just one comment I had about a water dispenser out at Old Coach area; Walker: You said that there is 980 meters so far, and there's 3,000 – Taylor: Yeah, there are 2,700 accounts, and with those 2,700 accounts there are some people with sprinkler meters or deduct meters; in total there are 3,300 MIUs to be installed; overall we are about a third of the way, we have been at it for about a year now; we have the wastewater department helping now as well, so we should be over 2,000 by the end of this year; Jarvis: Mr. Taylor, you made a reference to Lieberman well fields; refresh my memory, is that the one that's north of 33 and west of Speedway and Bowen Road? Taylor: That is correct; Jarvis: How many wells, for the benefit of everybody, how many wells do we have, and what are their names? Taylor: We have the well field that was the existing well field at the water plant, so that's 223 North High; those are 3 of the original wells, those are wells 4, 5, and 6; 1, 2, and 3 through the years have been abandoned; there were some others that were abandoned here and there for other reasons; 9 and 10 are the Lieberman, we call those 9 and 10; those are the Lieberman wells, the Lieberman name came from the tract of land that was purchased there; those are across from the old Wendy's, there's a well field that's back over on the northwest of the freeway there; Jarvis: So that's it, the original and the Lieberman; Taylor: Yes, we have the 3 wells on the original site, and then 2 large wells over at the Lieberman tract; Jarvis: Is there opportunity for an additional well there, if needed? Taylor: Yes, when that was built, we had to obtain a sanitary easement for the wells, a 300 foot sanitary easement for the wells; so nobody can put sanitary sewer, or other things in that 300 foot radius around those wells; the existing well field was grandfathered in, because they were installed prior to the regulation changes through the state, so those had to be grandfathered in; the two new ones, each well is required to have a 300 foot radius of sanitary control; when we built that well field, when it was designed, back in 2006, it was thought to have a 3<sup>rd</sup> well there; the control is there for that 3<sup>rd</sup> well; Jarvis: Each well has that 300 foot halo around it? Taylor: Yes; Jarvis: So nothing can go in there; Taylor: We actually got the control from Homewood Homes when they owned the land north of that tract; we actually have a control radius into their property.

Shane Spencer - As Mr. Sims indicated; a lot of items are moving into construction here in the spring; one item on Gender Road Phase IV, we did receive and distribute the fully executed agreement for the cost share with the railroad; everything is in place, that was the last piece of the puzzle with that project; building on that, the bids that we received for the railroad portion of the Gender Road project came in below what we initially estimated, with the agreement with the railroad, the cost share, they had established in their capital improvements for the year based on the original estimate; there was some additional monies that we realized that they had budgeted, so we approached the railroad and proposed the idea of adding and improving the High Street crossing as well, which would enable us to get some pedestrian connectivity through there, and potentially still do that this year; the local office of the railroad has been very receptive to that, there's a little bit of additional funding we think they'll have to come to the table with, if we were to reach a cost sharing agreement on that as well; local office certainly thought that was a good idea, but they have to run that up their chain, so nothing formal yet; we have started those conversations, because we have an opportunity with the railroad licensed contractor working on the Gender Road project; might have an opportunity to do that most economical than any other point in the future; other than that, just to update you on one other thing I've been working on; I know over the course of the past year, year and a half, certainly there's been various conversations about aspects of the Gender Road/33 interchange; different things from pedestrian connectivity, anybody that's out there, folks in wheelchairs trying to traverse across the interchange, pedestrians – almost anytime you go through there, you see them; to beautification, potential branding of the interchange, signage, you see a lot of that going on, and also some of the traffic operations; certainly 33 is a whole other animal, just at the interchange itself, we are seeing some things on Gender Road; all of those conversations have been ongoing; my office has helped a number of communities, what's really happening with a lot of these interchanges, and you see these things happen, certainly there's the ODOT factor; a lot of them are getting traction at the local level, it's getting the ball rolling initially with the community, and then taking things to ODOT and saying 'hey this is what we want to do', then looking to leverage funding; basically what I'm doing now is putting together a roadmap; a timeline, a steps to the sequence; honestly, the process could be 4-5 years, just to get us into a construction project; one example my office has helped with is Grove City, the 665/71 interchange, it's down there where their FedEx facility is; they've done some treatments there, certainly a lot of beautification at that interchange, that was a ? design, if you're familiar; that was started at the local level with the city, they got the concept rolling, went to ODOT; the important thing is certainly leveraging funding; there's a lot of different funding opportunities out there, a lot of times once you secure one, you can leverage that to the next one, and then to the next one; so it's just a process, certainly working with ODOT, they have a normal process that they like dealing with as well; right now I'm just putting together a timeline, a roadmap as you would call it; certainly no decisions on anything, but at least it will be a document that we can look at and say 'if we want to start something, here's the timeline, and here's the steps'; start to engage ODOT; something I hope to have complete here in the next couple of weeks; Jarvis: Mr. Spencer, I'm a little confused; if you don't have a vision or some direction, how can you proceed? Spencer: Absolutely, that's step one; really step one from a community perspective here is identifying specifically what those goals are; this is starting with the idea that there's been all these different pieces and parts that are issues with the interchange that have been identified; so the very first step is, from the community's perspective, is to say 'these are the things we want to accomplish'; that's the first step before even going to ODOT; Jarvis: Can you describe the nature of what you have in mind – is it safety, aesthetics? Spencer: I'd say it was a combination thereof; the reality is that if you're going to get into the interchange, and do

*different aspects, it's hard to do one without the other; safety from a pedestrian standpoint, we talk about functionality with the lane configuration; you can't go in now and address pedestrian issues knowing that in 5-10 years, you may have some traffic issues; the beautification is well placed in to that; looking at pedestrian connectivity across is likely looking at modification to the bridge structure there; so if you're modifying it for pedestrian use, you can also do some branding with the bridge construction, you can do it then; they're all intertwined, that's what's important about prioritization; one of the initial steps too is understanding of the cost; cost is a real world constraint, you may have priorities, but some of them may be beyond what their value is; the first step is really a true brainstorming of saying 'here's what we want, here's the things we want to do, let's understand what the cost of those are', then you start engaging ODOT and other factors; Jarvis: Will we be a part of that process at some point? Spencer: I would certainly anticipate so, yes; Jarvis: Before the budget? Spencer: Absolutely; again right now is just getting that – because a lot of times, when you're working with ODOT and a lot of steps in the process, it's not a month; we're talking 6 months, 9 months, to a year with different processes that they have; understanding that if we want something to happen in 4 years, now is the time to start; Clark: I appreciate your efforts very much in regards to this; it's an important interchange, it's got and F grade right now with ODOT, because it's not functioning properly; I think there needs to be some upgrades there; as our community grows, and if businesses continue to grow behind Kroger, it's just going to increase the volume of traffic; I think you're on the right track with that; is there enough acreage to do – and this is probably going to be a tough question – to do a curl, coming from Wyler's Chevrolet, instead of crossing over Gender Road, is there enough to do a loop and hook around; Spencer: You're saying if you want to go east bound; Clark: Yes, right; so that light would not have to stop as much in sending traffic down; Spencer: Yes, I think that's one of the things that I think we've observed, some of the congestion there; I couldn't answer right now in terms of acreage; that's one of the steps in if those are priorities, then there's an effort in taking a look at that, and looking at the geometry and if there would be a right of way needed; certainly that may be challenging there with the already developed businesses; I couldn't answer specifically; Clark: That's okay, it's a tough question; Spencer: Again, it's that list of 'hey, here's the things we want to look at', and that's step one; there's been a lot of different conversations that have been viral here in the last year, year and a half to two years; at different points of time, it's kind of been disconnected; certainly if you want to tackle something, it's coming up with a plan to do it; Lynch: A lot of your solutions that you're coming up with would be at the result of current traffic studies, as well as projected traffic studies? Spencer: Absolutely, whenever we are going to design anything from a traffic perspective, we look at a horizon; most often, a twenty-year horizon; the other thing I'll add, too, is we have met with ODOT at various times for different aspects, including the noise barrier; they always talk in terms of what they have programmed, what they can physically see in their list; we know the improvements of 33 up towards 270; as of right now there's nothing down there near Gender; a lot of times, we've seen that when the local community starts the ball rolling, all of a sudden you maybe get ODOT to take a better look at 33; then they start thinking 'if we're bringing in local money, if we're bringing in different funding outside of ODOT for transportation improvements'; they start to realize that when other people come to the table, maybe we need to stop and think about it; it gets you to the forefront with planning folks there; we've seen a lot of different things develop there; the initial concept development, getting in front of ODOT, it's a small investment to get there; you'd be surprised at where it can go.*

*Sargent Cassel - First of all, I wanted to tell you that the new mid-shift deputy position is working really well; I want to thank you guys for that, it's helping out a lot; if you look at the handout I gave you, attached is the stats broken down for March; I decided I'm going to hand those to you once a month, for the whole month; I will go over the stats so far for this month; for 16 days we have had 235 dispatched calls; 484 pick-up runs; 142 reports; 50 addendums; 25 F.I. cards; 0 civil papers attempted; 11 civil papers served; 10 building checks; 3,780 vacation checks; 192 traffic stops; 70 citations; 41 warnings; 0 felony arrests; 14 misdemeanor arrests; 9 warrant arrests; 1 OVI arrest; 2 pink slips; 0 charge packets; 7 summons in lieu of arrest; 20 misdemeanor charges filed; 0 felony charges filed; possible down time 46,080; total down time 28,442; so the deputies were busy 61.72% of the time this month; that's all I have, unless there are any questions; Jarvis: Has the new deputy been on long enough to influence these numbers at all? Cassel: Yeah he has, that's deputy D'Amore; he's helping me out a lot with some special things that I needed him to do; mainly I have him running traffic right now in any of the areas that we think we are having problems.*

#### **E. Request for Council Action**

**ORD-18-017**  
*Development*

An Ordinance To Create Chapter 187 In Part Seven Of The Codified Ordinances Of Canal Winchester Enacting An Admissions Tax

*- Request to move to full Council*

*Haire: This is again, the ordinance that we talked about at the last meeting, and had some discussion on; we had updated that with a 3% rate; I sent out some information after the last meeting about the cities in Ohio that collected admissions tax, and the rates; I requested the updated information from the Ohio Department of Taxation, I have not received it yet to this point; I believe they have updated information from 2016; I left a voicemail to someone and have not heard back at this point on whether they have that yet or not; as you can see, some cities in that information I sent out – some of it's 2013 data, some 2014 data; those range from the city of Cleveland was the highest at 8%, down to a 1% tax rate; a number of the cities don't collect anything, they have admissions tax on the books, but they don't collect anything; hopefully that's the type of information that you were looking for, looking forward to some discussion on that; Coolman: I noticed on the list that you gave us, the city of Columbus was not on there; I would expect that they do have an admissions tax, don't you think? Haire: They currently do not have an admissions tax, they have discussed it a number of times; it's currently being discussed to help, or to assist with financing a new convention hotel; it's been discussed a number of times over the years, but they never enacted one up to this point; Coolman: I'm surprised; Haire: It was 1994 that the state first authorized collections of admissions taxes; Amos: I have couple of questions for you; one of the questions is first it seems like that although in the agreement, the ordinance that you put forward, there's a lot of stipulations that the company would go through; so first if they're going to have an event, they have to apply for the permit, it's \$20; then they have to follow through with filing it in a certain amount of time; is this basically an honor system though, because we're not going to know everything that's going on? Haire: Correct; it's like all taxes, the burden's on the person that owes the tax; Amos: I noticed that it's earmarked the general fund, not towards anything specific, correct? Haire: Correct; Amos: Was there a specific reason that drove you to ask for this, because I know you said it came up a year or so ago, and nothing happened – so was there a specific reason that we're just starting to push this forward again? Mayor: I can give you several reasons; local government funds are 44% across the board; property rollback taxes are down almost 5%; gas and excise taxes are down almost 8%, due to cars getting better gas mileage; state*

and local highway tax distribution is down about 5.5%; the estate tax is down 100%, we get 0; Amos: How much was that financially, can you give me an example? Mayor: I'm not sure; probably or the city of Canal Winchester, I would say \$300,000 a year; Amos: With the new bed tax increase that we plan on seeing, and since we've already said that would go towards the general fund, do we think that would help cover some of those costs? Mayor: That would help, not totally, but that would help; Jarvis: Let's put that in perspective; a return hotel generates somewhere between \$60-70,000; is that correct Ms. Jackson? Jackson: Last year it was closer to 80; Jarvis: Okay, so a rough number is \$80,000; this other hotel, which has more rooms, I think you could say it would generate similar, or a little higher even; that would be an offset, but not 100%; Amos: Not 100%, correct, but we do have the Brewdog coming in, which is double the current rate of our hotel; a lot less rooms – Walker: 32, I believe, and 92 in the Marriott; Amos: So another question I have was that last time we had given an example of the golf course, the green fees going up; we said that it would not affect – Mayor: The green fees would not go up; Amos: So they would have a tax on them? Mayor: This would be for outings only; it wouldn't be for someone who just wants to go play golf, it would be for outings only, a paid event; Haire: I think it's any admissions, mayor; it would be any admissions to the course; Mayor: I'm sorry, Luke says it is; but 3% of \$30 is what, 90 cents? Amos: The only reason I ask is that when I talked to the golf course, and a couple of people who do events at the golf course, the greens would then turn around and charge it back to the non-profits; essentially the non-profit would receive less of the profit; so it does affect the non-profit; Mayor: It depends, the non-profit could still raise their fee by a dollar, and still gain a dime; Amos: That's true, it just does trickle down, there's an effect on that; I did talk with some other cities, and just asked them – Columbus being one of them, and they said that while they're considering it, nothing is set in stone right now; same with New Albany, Gahanna; they just didn't feel like with all of the other taxes that they had, they didn't need it; they asked if we were in a financial crisis and I said 'oh no'; we have a great finance director; Mayor: We know the state has taken away our authority to collect our own income taxes, that's going to cost us money; everything the state does is costing us money; we have not done anything to gain any of that back, it's time we start doing that type of stuff; this is not going to cost the citizens of Canal Winchester; how many of you go to an event at Brewdog? The events they have, the 5K's, that type of stuff; how many of you have been to it? Amos: I missed this one this weekend, but I was at the last one; Mayor: How much did it cost you to get in? Mayor: Okay, so 3% of 40 is \$1.20; not that much, and you're one of 12 people here; Amos: There was about 500 runners this weekend; Mayor: There were, and that's great to see; I don't think 3% is going to hurt that a bit; I've talked to people out there, and they don't think it will either; Amos: You've talked to Brewdog? Mayor: At Brewdog, yes; Lynch: So I have a question, we are talking about charging for admission fees to paid events, that I understand; my question here comes from it says here 'a charge made for food, refreshments for any place where there is any free entertainment, recreation, or amusement'; Haire: An example of that would be a dinner theater event, where you're buying a ticket to the dinner, but you're enjoying the theater as part of the event; if you pay \$40 to go to a dinner theater event, you're paying for dinner, not for the event; Lynch: That I understand, it just doesn't – I don't know, maybe I'm reading it wrong; for example, if Harvest Moon has a performer playing one night, I'm not being charged an additional tax just because someone is playing music at that venue? Haire: No; Lynch: The other thing too is that we are talking about an exemption; it says down here 'a certificate registered for exemption'; all non-profits would then have to register, you said it was done on a merit system, an honor system; it says here you have to file for an exemption, so if I've got an event that's tax-free, I'd have to file with the city in order to not have to pay that tax? Haire: Correct; so a good example

would be the Harlem Wizards at the Rotary Club, and that was on a percentage basis, so that wouldn't be exempt from this tax; the wizards are keeping the majority the ticket sales from that event, and the Rotary Club is keeping a portion; each event would be evaluated on a case by case basis, whether the majority of the profit is going to the non-profit, or some other group that's putting on the event; another example would be the Lions Club putting on the circus; the majority of the sales go to the circus, so that would also be evaluated; Lynch: So the circus would be taxed, not the Lions Club; Haire: Correct; Lynch: So the school would for football and basketball games would just do a blanket certificate? Haire: Yes, they would have an exemption; Clark: With the golf course, and let's say the Historical Society golf outing; they would have to come down and file for an exemption, and then a tax would not be charged for that event? Because 100% of it goes to the Historical Society, is that right? Mayor: They're already tax exempt; if you're a 501(3)(c), you're already tax exempt; Clark: Right, so they won't have to collect or pay this or anything, right? Mayor: No; Amos: So would the golf course come down and file one as well, so that they wouldn't have to charge the tax during that, if they're doing it for a non-profit event? Let's say for the Historical Society – if they're charging them a green fee, or a portion, or giving them a discounted rate, would they need to – Haire: You'd have to ask Mr. Hollins, you're getting into too complex of tax issues for a Development Director; Coolman: If it's a Historical Society event, it's their event that's charging, so they're a non-profit; if the golf course posted something themselves for a Canal Winchester outing for an age group golf event open to the public, then they'd have to – Bennett: How much does that event bring in, versus how much the golf course collects? For example, the Wizards coming, we said 'well the Wizards get taxed, because not the majority of the money is going to the non-profit'; if they're not making more than they're paying the golf course, I don't know how you – Coolman: I don't know how much the Historical Society charges and takes, versus what they're being charged; it's a good question for them; Amos: Would a company whose hosted lots of events, like Brewdog, would they need to come down and apply every time they do an event for \$20, or do one blanket for the year? Haire: Yes, just once a year; Lynch: It says 'valid until December 31<sup>st</sup> in the year of which it's applied'; Bennett: One additional question, is there any projection of how much, or any estimates on how much we think this tax would raise? Mayor: Not at this time, we don't have a good handle on that, no; Haire: The majority of the communities that I gave you tax movie theater admissions; that's the primary source of revenue from this, if you look at all of those smaller suburban communities around Cleveland and Cincinnati, it's because they're taxing movie theater admissions.

Jarvis: I appreciate what the mayor was saying about the loss of revenue, and know that to be true; I guess I have a problem with it on the grounds that there's no correlation between this tax and that event, the fact that we are 'robbing Peter to pay Paul' in a way; it seems like this could be a potentially a bureaucratic, messy situation; we're sitting here wrestling with different scenarios, one-offs and things like that; I think it's going to hurt somebody that we don't want to get hurt; for that reason, I'm very uncomfortable with this; without thinking about it a little bit more, I would not be in support about going forward with it; it's a group situation. Bennett: I guess, personally, I think I'm in a similar place, I don't know that I've seen enough events or opportunities; if we had a movie theater, maybe it makes sense, if we have a mystery theater, or an escape room, some type of entertainment venue that's constantly holding events; the biggest potential revenue collector from this may be the golf course; potentially Brewdog with their events, but the consistency of that, not the largest; I feel like that's going to end up hitting the Canal Winchester residents more than tourists; Jarvis: Indirectly; Bennett: Indirectly, yes; it's a great ordinance, it's something we should definitely consider, I just

*don't know that now is the time, for me personally; Coolman: I think as our city continues to grow in population, and we continue to want to expand the nice services that our community offers to our residents, now as our population grows, we have to expand our services even to more residents; we have to find a way to fund that; as Ms. Jackson pointed out, in the beginning of the year when we looked at the budget, our operating expenses continue to rise; with the help, as Mayor Ebert pointed out, with the state taking away our ability to collect taxes, and our ability to do other functions for our city, we are losing that revenue; as we continue to grow, and our overhead expenses grow, and our revenues continue to drop, we have to think and look at other ways to generate a little income; I don't think this is a bad issue for now, because as you said, I don't know if it will affect that many – I can see Brewdog, as they continue to load up their calendar with more events, but we are talking 3% of a fee that's charged for admission; think about what they're charging, what's 3% of \$5? I don't know, I think it's something we should really consider, because what other options do we have as we continue to grow as a community? We certainly don't want to get around to raising taxes; Mayor: You pay 3% or more every time you use your credit card; Lynch: You go to buy groceries, you end up paying a 7% sales tax on that; if anyone's issuing a ticket, let's say a \$10 ticket, maybe they charge \$10.30 per ticket; it doesn't become a burden on said business owner, because they're just paying a tax, no different than a sales tax for buying apples at the store, or whatever tax; if I buy stuff at the hardware store; Coolman: Remember, this is a tax on events that charge an admission; Lynch: That tax we pass on to the recipient; Mayor: Whether if this passes or not, down the road something's going to have to be done; whether it's done now or later; what's going to happen later, I'm not going to say we're getting in the hole, because we're not; we have to think about what's coming up, and not react to it when we get there; Coolman: We have to be proactive; I'd rather be proactive and have it in position, so that if we need it, it's there; as our events grow, it's there; it doesn't really impact us that badly now, because we don't really host that many events now; why not put it in place, so when we reach that point of saturation, it's already there; Hollins: This is clearly a matter of home rule; this one is reserved for us, the state doesn't have anything to do with this; they only acknowledge that local municipalities charge it; what does that mean – if you have issues about grey areas, whether it applies this, that, or the other; it's completely within your discretion to define what events this applies to, if that helps; Mayor: If you don't like what's in there now – Hollins: We'll clarify it; we'll go after the big events, first; Coolman: That's how I look at this, I look at it as another tool for the city to pay our overhead; to keep affording the nice services that we give our community and our residents; it's another option for us; Jarvis: Is this really the last stop before income tax is looked at; is this all we have in the tool bag? Mayor: As long as we have property to sell to business to buy in Canal Winchester, and they're hiring employees, we can rely 100% on income tax; when we run out of property to sell, or property to buy, and the businesses stop hiring, we're dead in our tracks; Lynch: We don't make any money off of residential houses at all; Clark: It's jobs, creating jobs, creating new wealth; Lynch: It's the way we fill our coffers, it's a tough call; Amos: As we have increased events, we're adding new staff; I know Brewdog in general, every time I go in, there's more people they are hiring, because they have so many events coming in lately; I am just going to wrestle with this one; there just needs to be a little more conversation that takes place, in my opinion, before we sign on the dotted line; Walker: A lot of their hiring right now is due to their Short North – Brewdog is opening today I believe; Franklinton is in a week or so; they're moving a lot of their experienced people to those clubs; that's why they're hiring; Jarvis: Assuming that we forward this to full council, we've got a month and a half from the first reading this evening to the third reading; it can be tabled at any point, it can be modified at any point to make it feel better; I'm with you, I'm having trouble with it;*

*part of it is I'm just not seeing every scenario, I can't run every scenario through there; Mayor: If there's something in there you don't like now, and you definitely want it out of there; take a look at it, let us know between now and the next meeting, or before the next meeting, or at the next meeting; we can strike it, discuss it, or whatever happens; Coolman: I just think a little more detail on what events, and how it's charged, involving the non-profits that we have that use, for example, the golf course; a little more detail on how you break that down, make it a little more clear; we could work on that, I think we can get that done in a month; Amos: The city of Philadelphia has a very nice – again, still wrestling with it; had a nice layout of how they handle it; if we're going to push forward, or we decide to take a look at theirs; they also did theirs on a quarterly return, I think it was either Philadelphia or Missouri; one of them, because I looked around the United States, one of them did a quarterly, instead of – I think in ours it says that you have to immediately turn around in 30 days; in theirs you did a form quarterly, and submitted everything at one time, which was very effective, and was less tail chasing; Jackson: Yes, but you're talking about two different numbers of events; a city like Philadelphia is going to have sporting events and concerts constantly; whereas here, we are not going to have that; my fear in giving them a longer time frame is that it gets forgotten; Lynch: Money gets spent; Amos: Who should we direct our questions to, mayor? Mayor: Pardon? Amos: If we have questions or suggestions, who should we point those to? Mayor: To Luke, for now; or copy Amanda and myself on it.*

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

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

***No 1 – Bennett***

- F. Items for Discussion**
- G. Old/New Business**
- H. Adjournment at 7:14 p.m.**

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

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

# Canal Winchester

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



## Meeting Minutes - DRAFT

**April 16, 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 7:14 p.m.*  
 B. Pledge of Allegiance – *Clark*  
 C. Roll Call *Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker*  
 D. Approval of Minutes

<a href="#">MIN-18-016</a>	4-2-18 Council Work Session Meeting Minutes
<a href="#">MIN-18-017</a>	4-2-18 Public Hearing Meeting Minutes
<a href="#">MIN-18-018</a>	4-2-18 Council Meeting Minutes

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

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

E. Communications & Petitions

[18-037](#) Dr. John Bender Scholarship Awards Presentation

*Mayor: Paige, this certificate of recognition honors your outstanding academics, community service, and leadership. The Canal Winchester Council proudly congratulates Paige Borrman as a 2018 Dr. John Bender Scholarship recipient, signed Michael Ebert, Mayor, 4/16/2018; congratulations to you;*

*Mayor: Hillary, this certificate of recognition honors your outstanding academics, community service, and leadership. The Canal Winchester Council proudly congratulates Hillary Counts as a 2018 Dr. John Bender Scholarship recipient, signed Michael Ebert, Mayor, 4/16/2018; congratulations to you;*

*Jarvis: Thank you Mayor Ebert; did you have any general comments to make; I would like to make one when you're done; Mayor: you and Mr. Walker were on the selection committee and I have done this for several years now and this was probably the most difficult bunch to choose from this year that I've really seen; it was really competitive; congratulations to the two of you for coming out on top of it because it was tough; really, it was; Jarvis: just to echo what Mayor Ebert said the competition was stiff but for these two young ladies to come to the top based on their academic and athletic prowess; and community events; it's pretty incredible to read and understand they're even doing these things; congratulations to you and well done; Walker: I'd also like to say that we took attendance as part of it' academics, it was well written, we appreciated that, and just all your aspirations; it was just wonderfully done; and it was very tough; a lot of competition, it took a lot of time to decide, so congratulations; Amos: and ladies I've watched you grow up; and Paige, I've gotten to coach you; I'm so proud of you girls; Clark: Could I ask where you are going to school or what your future plans are; Counts: I will be attending Capital University next year studying business and law and playing soccer; Borrman: I will be applying to Ohio State University majoring in computer science and engineering; Jarvis: and you're welcome to stay for this next part; it can get a little dry so; Mayor: Or you can run out now;*

F. Public Comments - Five Minute Limit Per Person

*Robert Sycks, 6732 Bigerton Bend: Which is in the Cherry Landing sub division; I'm obviously here to talk about the extension of Bigerton Bend; actually I'm here today to surrender; I've finally been beaten up enough that I understand that we're not going to be able to stop this; but I didn't want that to happen without some comment; the old axiom that you can't beat city council; I think the*

*axiom should be you can't beat city planning; as you recall we've been here many times in front of council talking about our concerns with the road extension and what it's going to do to the people that live in our development; after a lot of conversations it finally became obvious that city council really has no control over the planning department; and that in talking to everybody it appears that once the planning department makes a decision there's no avenue for residents to go back and discuss those and to have any opportunity to make a change; which I think is unfortunate; I don't think that's the way our city should be operated; it's interesting that an applicant coming into the city planning, if they can't come to a resolution of a plan that applicant has no opportunity to come to council for a resolution; but I don't understand why the residents of the city don't also have that same opportunity to come to the council and say look, here's what the city plan is but we disagree' we think it's going to have a negative impact on us; we need that opportunity also; city planning is not infallible; they make mistakes; and obviously they made a mistake with Bigerton Bend; I think it's going to have a big impact on the residents; and if you look at the current plan, as I've said before they have put traffic calming areas in a non-residential part of the street; where they've done little or nothing for our section of the street which has a high residential area with a lot of residents; I think down the road we're all going to realize that this was a mistake; they make mistakes on a regular basis; if you don't believe that go down the road about two blocks and we'll look at an empty building that at one time was a car museum and I think we'll all have to agree that's a boondoggle the city is going to live with for a long time; so there has to be opportunity; and I don't know how that happens; I don't know if that's a function that the mayor has to make an appointment or the city council does something; but there's got to be some way that the residents can come forward and having a meaningful impact on those kind of decisions; I appreciate the opportunity to talk to you today; I hope that some of you will step up and make some kind of adequate decision as to what can happen; lastly, I would like to ask if the city can provide us with copies of the traffic plans that were done by Crossroads TV Church and also by Brewdog so that we can have some kind of baseline understanding of what kind of traffic impact we're going to have and be able to monitor that in the future; I'd just like to go on record as saying that I think in a couple years when the full impact of the traffic flow is in place; people are used to using Bigerton Bend as the cut through, I think what you're going to find is that people will be coming back to council and saying look you put us in this position now we need you to come back and mediate that volume of traffic and that speed of traffic that's coming through our neighborhood; so let me say in closing I hope that someone in this room can find the means to allow our residents to come forward and make those kind of impacts; we lost, okay; but I hope in our loss some residents in the future have the opportunity to have an impact on those kinds of decisions; thank you very much;*

*Jarvis; Thank you Mr. Sykes; if I could ask you to clarify something; you made a request and I want to make sure that is honored; you had asked for a copy of the traffic plans for Gender Road; Sycks: the ones that were submitted by Crossroads TV Church and by Brewdog; Jarvis: before you leave let's ask staff if that document does exist and can be provided; Haire: Crossroads exists; Brewdog was not required to do a full traffic study because they didn't require any improvements; they already had an improved left turn with a left turn signal; protected left arrow; Jarvis: with that limitation we can give you what we have but is it possible if a copy of that can be provided to him; Sykes: this is a side question; how can Brewdog come into town, which is obviously the biggest thing to happen to this city since the canal was built, and not have an impact beyond left turns on to Gender Road; am I allowed to ask questions; Jarvis: not really; Sykes: well I appreciate that;*

**G. Resolutions - NONE****H. Ordinances***Third Reading - NONE**Second Reading***ORD-18-014***Development**Sponsor: Amos*

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) ([Ex. A](#))  
- *Second Reading Only*

**ORD-18-015***Development**Sponsor: Jarvis*

An Ordinance to Adopt the Canal Winchester Parks Master Plan ([Ex. A](#))  
- *Second Reading Only*

**ORD-18-016***Development**Sponsor: Lynch*

An Ordinance Authorizing The Mayor To Enter Into A Tax Increment Financing Agreement With Central Ohio Transit Authority ([Ex. A](#))  
- *Second Reading Only*

*First Reading***ORD-18-017***Development**Sponsor: Coolman*

An Ordinance To Create Chapter 187 In Part Seven Of The Codified Ordinances Of Canal Winchester Enacting Admissions Tax  
- *First Reading Only*

**H. Reports***Mayor's Report*[18-038](#)

Mayor's Report

*Mayor: In addition to my written report I want to remind everybody that prescription drug take back day is coming up April 28<sup>th</sup> from 10-2 pm at Diley Ridge Medical Center parking lot; I hope the deputies are on board with this; Cassel: yes, there is going to be deputy D'amore; Mayor: the National Barber Museum is going to have their; well, Bill Sims already went over that so I won't go over that again; myself and President Jarvis and Vice President Walker and staff met with OHM for the second time to go over the plans for McGill Park; the concepts we saw this time were comments taken from our previous meeting which included refined concepts to the baseball field, the event center and shelter houses, placement of sand volleyball, pickleball and basketball courts; so we're making a little bit of progress; its slow but its steady; the concepts we're seeing from OHM right now are just great; great is probably not even enough; they look really nice; Jarvis: it's clear that they're listening to public comments and comments that are made around the table; you're never quite sure; you look at somebody and they nod their head but are they really getting it; they clearly do; they're very fast on the uptake and what they've present us with; again, I wish I'd brought those to pass around; they*

look really good; Walker: I did bring them; Jarvis: we can get those going around; you'll see it's keeping with the theme that we had talked about; with sort of an agricultural look to the event building and the rest of it is making the activity fields fit into that area; when you think 90 acres, you've got this canvas that you can never fill up but it is; we're at the point where it's tight; to provide parking, to provide open area, trails, recreational fields, something for everybody; Mayor: definitely; while you're looking at that I need approval for the March 2018 Mayor's court report; Lynch: can we go back a second to these park plans; have any of these been put on the website; Mayor: not yet because none of it is to that point yet; Lynch: when do you think it will be open to the general public; Mayor: probably not for another two or three months; Bennett: has there been a timeline established on breaking ground; Mayor: we discussed that at this last meeting and OHM is working on that right now for us; Walker: I would like to add on that everything that you see in those plans, the city feedback, I have never seen a city park this outstanding anywhere in this state; or maybe anywhere; it's pretty amazing what's coming right here to Canal Winchester; all of our parks, but the 89 acres, McGill Park, right here is just outstanding; incredible job of planning; in the works for ten years; so here we are; Bennett: I know we've talked about shelter houses being developed; are the designs in this going to influence those shelter houses; Mayor: we talked about that the last meeting also; Jarvis: I don't remember the outcome either; I think that we were still looking conceptually but there was no cost associated with it; there was a talk of a shelter house at Dietz; Mayor: Westchester; Bennett: I know we've talked about through his process, branding has been major discussion; it feels like one of the ways to help pull that through is these shelter houses that maybe not scale exactly the same but form an aesthetic have the same; Lynch: continuity form one park to the next; Mayor: that's one thing OHM has pounded into us all the way through the process; Haire: that's what we're looking at; one supplier then you can kind of embellish those; maybe the columns you can dress up; there are options for those columns; but it will likely be one supplier that will do all the shelter houses; Lynch: I think we're talking about structure, signage, furniture, everything pretty much being the same; and again creating that continuity from one park to the next to the next; Walker: even by color they were saying like if one bench is black; Lynch: they all have got to be the same; that way you create that branding; the Canal Winchester park brand; Jarvis: this probably won't happen as a bang all at once but there was some talk and speculation that the dog park might be the first piece of it to be developed in an entrance feature; and work in phases; Mayor: for all the parks there is short mid and long term phases to it;

[18-041](#)

March 2018 Mayor's Court Report

**A motion was made by Bennett, seconded by Coolman to approve the minutes as amended. The motion carried by the following vote:**

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

*Fairfield County Sheriff*

Cassel: Nothing further from my original report.

*Law Director*

Hollins: I do request a quick executive session at the end of the regular meeting for purposes of discussion of acquisition or sale of real estate; and of course Rockford did file an appeal; should have knocked on wood; I think the first stop there will be mandated mediation through the appeals court and then move onto briefing;

*Finance Director*[18-040](#)*Finance Director's Report*

*Jackson: I am continuing to work on the 2019 tax budget that will be presented to council in June; and not that I want to sound like a broken record but just a reminder to please file your financial disclosure forms with the Ohio Ethics Commission by May 15<sup>th</sup>; Bennett: just to let you know mine is filed; take me of your follow up list; Coolman: at a boy Will; Jarvis: for those of you who have not done those before the data is kept and carried over the next year so it gets easier after he first;*

*Public Service Director*[18-039](#)*Director of Public Service Project Update*

*Jarvis: Mr. Peoples provided us with a written report and is not able to answer questions so we will move on.*

*Development Director*

*Haire: I wanted to take a quick moment and respond to Mr. Sycks comments; I realize he's no longer here but every citizen that's aggrieved by a decision by Planning and Zoning has an appeal period; that period has to take place within ten days of the decision; companies make investments based on known timelines; we can't come six, seven months later and expect that to be revisited again, the decisions that were made; in that specific case he is referencing they had three separate opportunities where conditional use permits were approved on three separate occasions and no one appealed those decisions on those three separate occasions; but everyone is given that opportunity in regards to that; if anyone is aggrieved by the decision to file that within ten days; Jarvis: and if we could just kind of talk about it hypothetically; that neighborhood while it was platted and designed there was not one resident there; it hadn't happened yet; and I think what he was expressing is the frustration of years go by and the neighborhood develops and they wanted to revisit; now I realize it would be chaos if you went back and revisited every decision that was made by your predecessor but he's kind of got a point; I did have an opportunity to speak to him offline and I've tried to share with him since I was around at that time that plan was there from the very beginning; I'm not sure how it was missed by the residents; but I think there was some hope on their part that it would be revisited for some reason; the need that projected back then is a reality now; nothing has really changed; Haire: one of the things that we are going to implement as a result of this and other issues we've had with roadways that are designed to be extended is that we are requiring a sign to be placed at the end of every dead end road way that says this road way will be extended when adjacent property is developed; Jarvis: I think that's a great idea; Haire: most people when you're driving down a street that dead ends into a field and the street stubs into that field you would have an inclination that the road is likely going to be extended in the future but we just want to make it perfectly clear; Bennett: this type of road, what's the designation, is that a connector; Haire: that roadway is designed as a minor collector; Bennett: on roads that have certain or different designations do we have different setbacks required in residential development depending on the type of roadway that's running through; the reason I ask is because I feel like those homes are really close to the roadway; we talked about Bigerton Bend being the size of Waterloo but I can't think of a lot of the houses on Waterloo that seem as close except for maybe the converted flower shop; Haire: there's quite a few as you head out by the railroad tracks; there's quite a few homes that are right up against the street; it's common; that specific neighborhood was done as a planned district; so that was considered as part of the whole plan; the plan was always that roadway would be extended; the setbacks are not specific*

*but certain zoning districts require setbacks based on the road classification; Bennett: does that type of road within our zone code have a recommended setback; Haire: not for residential because we typically don't see that road in a residential sub division; Mayor: I don't think the house son Bigerton Bend are that close; Bennett: once you get further down; Mayor: mine is 30 feet and I can park two cars end to end in the driveway and I can do the same thing out there; Bennett: not all of those houses; I think as you go further down past John Drive they move much closer to the roadway; the ones at the front of the development do have driveways; Mayor: my son's the very last house on the road and he can park four cars in his driveway; Bennett: across the street from that, those houses on that side of the street don't have driveways or garages; Lynch: the east side; Mayor: okay; Haire: they are rear load with an alley behind; Bennett: those are pushed much closer up to the roadway; I did also have the opportunity to have a conversation with Mr. Sycks; I did also mention to him that part of the road calming devices is parked cars; so that is one element that while he may not have noted; there isn't a designed road calming feature; those are natural road calming features that take place within the environment; Haire: while we're speaking of roadway projects, ODOT has announced the U.S. 33 project is going to start here; you may have noticed if you have driven through there they started clearing some trees along the creek there in Walnut Creek; that's a \$12.7 million project; it's going to add an auxiliary lane which is basically another lane between Hamilton Road and 270; so folks getting on Hamilton Road won't be merging over while everyone's trying to stay in that right lane to get off at 270; hopefully that will help traffic immensely; that's going to start in May and go through October of 2019; it's going to be done in two seasons so you'll see some weekend and some overnight lane closure and ramp closures; during the week for most commuters they will try to stay out of your way as much as possible but it's going to slow things down for probably the next year; Mayor: that's a lane in each direction isn't it; Haire: yea a third lane in each direction; an auxiliary lane; it will be added to the outside; Bennett: has there been any discussion of widening 33 past Hamilton Road with ODOT; Mayor: only what we've discussed with them; Bennett: from Hamilton to Gender; Clark: next week it should start; it should have started 50 years ago; Haire: that's not on ODOT's list currently, no; Bennett: how does that get on ODOT's list; Haire: we have continued to try to show them that there are issues with traffic beyond that and they traffic counts every year show it increases so that always helps as well if you can show over time there is sustained traffic growth which there is on 33; then it will start getting more attention; Bennett: I think Hamilton and 270 is a first step; Haire: that's generally where that back up starts so a lot of people say it's backed up at Gender Road; well it's backed up to Gender Road; hopefully that will help; Mayor: when they did all their upgrades on 33 they started at that end instead of that end; so they got the traffic here and now they don't know what to do with it;*

## **I. Council Reports**

<i>Committee of the Whole</i>	<i>Monday, April 30, 2018 at 6 p.m.</i>
<i>Work Session/Council</i>	<i>Monday, May 7, 2018 at 6 p.m.</i>
<i>Work Session/Council</i>	<i>Monday, May 21, 2018 at 6 p.m.</i>

*Jarvis: May 11<sup>th</sup> from noon to whatever is Potting Day; it is strongly encouraged and it is fun for council and staff to get together and have a pot luck meal and also work together to get the city flower pots built; on the 16<sup>th</sup> from 6-8 is the Kris Sims memorial Relay for Life dinner; that's another thing that's pretty fun to wait tables and kind of get involved with what's going on there;*

*CW Human Services*

*Mr. Lynch*

*Lynch: Nothing to report.*

*CWICC*

*Mr. Clark*

*Clark: Next meeting is on May 30<sup>th</sup> at 11:30 a.m.*

*CWJRD*

*Mr. Bennett/Mrs. Amos*

*Bennett: upcoming meeting this Thursday 7:00 p.m. Town Hall; Additionally, I provided council members with requested documentation from the last council meeting; if you have questions regarding any of that please feel free to reach out; we can try and talk through it over the phone or in person; probably easier than trying to converse through an email; Jarvis: thank you for your time and help on that;*

*Destination: Canal Winchester Mr. Walker*

*Walker: they are right on board with everything the farmer's market and bands are being set up; the next meeting is May 29<sup>th</sup> 6:30 at the Interurban; I'd like to add to the Relay for Life if you have a special dessert or something you like it's always nice to bring; everybody will just kind of bring one; you don't have to but it just adds to it; after the spaghetti dinner; if there's some special recipe anyone has bring it; Jarvis: in reference to Blues and Rib Fest I happened to notice on the Facebook page that Toronzo Cannon, he's one of your headliners, we tried to get this guy a few years ago; he's really good; a Chicago blues man and probably about as good as you'll see in this part of the country; so I was really excited to see that; Clark: when's he on; the headliner probably Saturday night; Coolman: Saturday night, main stage, right here; Jarvis: if you get a chance to go out a look at his videos you'll see what I mean;*

**J. Old/New Business**

**K. Adjourn to Executive Session at 7:51 p.m.**

***A motion was made by Walker, seconded by Amos to adjourn to Executive Session. The motion carried with the following vote:***

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

***Council returned from Executive Session at 8:30 p.m.***

**L. Adjournment at 8:31 p.m.**

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

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

# Canal Winchester

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



## Meeting Minutes - DRAFT

April 30, 2018

6:00 PM

## Committee of the Whole

*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 6:00 p.m.*

*A motion was made for a brief recess at 6:03pm by Coolman, seconded by Lynch. The motion carried with the following vote:*

*Yes 5 – Coolman, Lynch, Amos, Jarvis, Walker*

*Bennett arrived at 6:03pm.*

*Meeting was reconvened at 6:07pm*

**B. Roll Call**                              *Present 6 – Amos, Bennett, Coolman, Jarvis, Lynch, Walker*

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

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

**C. Also In Attendance**

*Mayor Ebert, Matt Peoples, Lucas Haire*

**D. Items for Discussion**

- 18-042                      Invocation at Council Meetings  
-      *Presentation by Councilman Walker*

*Walker: Thank you Mr. Jarvis; this has been working on me for while a while; I have been on council for over two years; every council meeting one of us lead the pledge of allegiance; I can't help but get goose bumps every time when we get to the part, especially, one nation under God; when deputy Walker, I rode with her a few weeks ago; she was so excited that we were able to put in God we trust back on the vehicles; the cruisers; at one point I may have walked away form; the further I walked away the closer I got to coming right back to where I am today; I'd like to start with, we have three branches of government which we all know; the judicial, the executive and the legislative; the legislative branch sits with the senate; there is fifty in the upper chamber; the house of representatives in the lower chamber with 435; there is prayer every day before they open; since continental congress in 1774 is how far this goes back; May 5<sup>th</sup> 2014 the Supreme Court, it was challenged to have prayer in a legislative body; May 5<sup>th</sup> 2004 the Supreme Court said, "it's the fabric of our society, it can continue and it will continue"; and it is continuing; the executive branch obviously is our president of the United States; Bill Graham has for 7 presidents give prayer invocation at 7 inaugurations; President Eisenhower, President Johnson, President Nixon, President Regan; President George W. Bush, President Clinton; and President Bush and President Trump; I checked with some local council; Columbus city council has an invocation before every city council meeting; Lancaster, Reynoldsburg, I don't need to name them all; there are several; I talked to Mr. Hollins, about this before I stared; I asked for wisdom and who do I go to; that's where I went was to Mr.*

*Hollins obviously; He had said that most council meetings and several legislative bodies much higher than ours, he has witnessed and been a part of the invocation that have been given at those legislative bodies as well; so what I'm asking today is that we consider asking for divine intervention to be a part of our meeting to look for wisdom from God through prayer; where to get our information; the best wisdom that we can get while we move this city on and make decisions for generations to come; I feel deep in my mind and my heart this is the right thing to ask and it is council's decision; and at this point I think that I've covered October 11, 2017 the federal court rules that congress can continue to open its sessions each day with a prayer upheld by the house and ability to pick and choose; I don't know all of these answers if letters go out to all of the churches in the city for invitation for clergy to come in and give invocation; I do know that Reynoldsburg was one that they choose sometimes to have a different council person; so I don't know; but we're going to find out here soon through Mr. Hollins where we go with that; but at this point I'd just like to open that up for discussion and any questions;*

*Jarvis: All the details or the mechanics of how something like this would work are where I think maybe most of the questions would be; conceptually it's on firm legal ground which came as a surprise to me initially; I assumed the time in history that we live in something like that would just not be feasible to do; but it's clear that there is case law at very high level that says it's possible; therefore it's within our decision making authority as to whether that would be something we would want to do as a policy; I'm personally a believer but I think there is a practical side to doing something like this as well; it is a pause before you get into the business at hand and you know we've all witnessed it or been a part of the angry mob that is up in arms over some issue or whatever; it does remind them and us as well that there is a higher power; we're all kind of in the same boat together; I just wanted to share that;*

*Coolman: I as well have been a part of certain professional meetings; while they may not have been led with invocation, they have been opened with a moment of silence giving tribute; Jarvis: how did they frame that when they had a moment of silence; Coolman: it's a moment of silence for if there has been a recent tragedy, to mention the victims of a recent tragedy or for your own personal needs; Jarvis: I'll share another story with you guys; I'm sorry to interrupt but I need to get this off my chest; on September 11, 2001 I was in Washington at the time; at the next council meeting after that event I was present with council and I had asked that we have a moment of silence to mark that occasion; and when the minutes were done that never really came out; and I thought well if I said something about it, it was going to look like I was shouting for effect and it wasn't from the heart; so I left it alone; but that bothered me ever since then; if you look at the minutes for the first meeting after that event it looks like we were completely oblivious to what happened; I don't know what that has to do with anything I just had to get it off my chest;*

*Amos: I personally don't have a problem with it; we say prayer at a lot of things that we do; in Scouts it's one of our general foundations and I've raised my kids that way; for me it's become part of our normal thing that we do; we talk to God on a regular basis;*

*Lynch: I'm kind of indifferent myself; I do believe in power of prayer; whether that's necessary here; whether it's a moment of silence; to me it's a very personal thing; it's certainly not a public thing; but I would go either way with it; it doesn't matter either way;*

*Walker: I think they both have a different; a moment of silence is typically during 9/11; invocation I think is something different;*

*Lynch: it depends on the individual; everyone tends to have their faith in different ways;*

*Walker: and that's why we possibly might hear from Mr. Hollins on this;*

*Hollins: Mr. Walker's first problem is he said he was looking for wisdom and turned my direction; it sort of went downhill from there; I did dig up some research that we had done earlier in 2014 and updated it a little and got that memo distributed here; as Bruce has said its pretty straight forward; it's the establishment clause you would think would prohibit it but the courts have been pretty consistent that as long as it's not anything but; like it says lend a little gravity to the occasion and reflect value is long part of our nation's heritage sort of sets the right tone for a meeting; but you can got too far with it; at some point it turns into what they say threatening damnation, denigrating non-believers, preaching conversion; at that point in time you've crossed the line; as long as it's meant to serve the purpose of setting a respectful tone in the meeting that's just fine under the establishment clause; procedural items you would want to think through whether a council member would lead the invocation or the moment of silence or if it would be a policy you would invite in, on a rotating basis perhaps, local clergy; I know that's what some other communities do; and from a process standpoint as you think through that I'm not quite sure who is on the rule committee this year but I think the next step would require looking back at your rules of council which set forth the normal agenda and adding this to the agenda and probably providing a few guidelines per this memo as to the intent of having an invocation to set the right tone; I would be hopeful that we could get that in your rules of council as well; if you're interested I think this is something that you would delegate to the rules committee to come back to you with a proposed amendment to the council rules;*

*Coolman: after you do that then it goes back to agenda;*

*Hollins: if the council rules were amended to now add this as an agenda item from that point forward we would put it on the agenda;*

*Lynch: is this something that has to be voted on by the whole group;*

*Hollins: yes, it would come back in either resolution or ordinance form as an amendment to your council rules; the rules committee, what it does is look at those rules from time to time; review them to see if they need updated or changed in any manner; we did that with the committees when we decided to stop having separate committee meeting and just do everything as a whole; that was a rule change we made brought up before council; and council changed the rule; that was I think the last time we did it;*

*Walker: if we were to put a letter out to all of the churches in the city here I would imagine they, from what I understand in looking out to other cities that they would love to be a part of that; matter of*

*fact I've heard even if you have a list you can't repeat the same one more than once in that year or more than twice without having the others come through that you've invited;*

*Hollins: two of the communities I'm familiar with; do you have a ministerial association;*

*Amos: Gender Road Christian church pastor is the one who;*

*Hollins: Lithopolis, Canal Winchester Ministerial Association; sometimes you just contact them and ask them to fill the slots; then that way they can fill it up for you and its turns out to be non-discriminatory at all; I would think that anybody that's a member of the ministerial association would jump up;*

*Jarvis: the draft policy that I looked at on this subject said the very same thing; a participating clergy person would not be in the position to say well there's only way and it has to be x, y, z; it has to be in a general kind of a sense; there's some ground rules for them as well; but if in general council feels that this would be something for rules committee to look at to figure out what the ground rules are and the specifics I think that would be a help to staff because they would most likely be making those contacts and answering questions; what we need here is someone to make a motion to forward this to rule committee;*

*Motion was made by Walker, seconded by Lynch to forward this to rules committee*

*Hollins: Do we know who rules committee is;*

*Lynch: yes; let's plan to get together in the next week or so and go over stuff.*

18-043

Westport Homes Representative

*Hollins: The chair members of council – this really is an outgrowth of some ongoing discussions we've been having with Westport about a potential development; it really goes beyond potential development, that's why we decided to come to talk to council at this juncture; it relates to the residential development standards which would be applied not just with respect to this subdivision but with any new subdivision and we haven't had one; obviously these were adopted in 2006; thereafter in 2008; we've been seeing some residential development but largely it's on already approved and platted developments; mostly Westchester at this point; there was still a backlog of residential lots; as well as Canal Cove which occurred prior to 2008; in discussing and sitting in on a few of those meetings, there was a level of frustration about staff doing its job because of the current residential standards; the current proposal has fallen short on some of those specifics in the development standards; the developers are saying that this will be a 300 thousand dollar product; we're trying to bring a quality development and some of the residential development standards that its felt we are not living up to may be things that sort of reflected an aesthetic that is now 12 years old; I'll let them tell you about that; I don't need to argue their case; if that was the issue, if we're getting frustrated between developer and staff because of residential development standards we thought we need to go back and talk to council; that's not going to be something that were going to be cable to resolve without going to the source of the residential development standards; a little history on those, and Bruce may remember this, I don't know if anybody else goes back this far; these*

were an outgrowth of a frustrating application, on the same piece of ground if I remember right it was Rockford back in those days; they felt they were getting some things that they were asked to compromise on from planning commission and they got a little frustrated and we finally worked through all that and got something approved; after that application standards were developed because we were and then forwarded onto council; they felt they were asked to do something that was somewhat diametrically opposed to what planning commission asked; they got a little frustrated; we finally worked through all that and got something approved; after that application standards were developed because we wanted to get out to the development community our expectations if you brought a planned residential district application forward; it was meant to help guide the drafting of planned district texts and plans where they came from; we've come full circle; they're out there; maybe the first time trying to serve their intended purpose of helping get the development community our expectations; development community is here listening and I guess the question is do they need a little update to reflect the market and council; do they still reflect council's expectation by and large; that's the best introduction I can give and at this point

Jarvis: I haven't looked at this in quite a long time and when I did look at it I felt that it didn't really go far enough; I mean it's pretty high level; but then I also consider the history is that someone comes and they almost always seek some sort of a variance that sort of drives them in the direction of a prd; when everybody sits down it kind of starts over; this might be starting point but I don't know who would use these standards in the level of detail that they are; just to come in at say, R3 and build everything by the book; I can't recall when that has ever happened; if they all end up going prd anyway are these standards of any use in that process;

Hollins: that was the original intention although I don't think we've had a prd maybe since we adopted them; they were intended to sort of be our, if you're drafting a planned district, here's a help in drafting a text; and if you depart from these justify it or tell me what benefit I get in trade off for not meeting these; but it was before these that we had no real guidelines if someone was going to build something other than a straight R3 type of subdivision; we didn't have any guidelines to tell them and we went through both planning commission and council on this and tried to get on the same page; here's our expectations for planned districts;

Jarvis: if you don't mind Mr. Haire have you been through this process of prd from the ground up; is this document of any use in that process;

Haire: we haven't been through that process since I've been part of canal Winchester; this is the first time we're getting into it; I think Gene's summary is correct' this is the baseline and if you're going to deviate from these, just like any deviation from our standards you need to tell us what the benefit is from that deviation; how it benefits the community; Jarvis: hypothetically, do you think that's sufficient detail for someone to start a prd design process;

Haire: it's a starting point but it's up to council; obviously there's a lot of new council members; I think maybe there's one council member that was here in 2006; so maybe it time we look at them again and make sure it still reflects the standards that you think are desirable for our community; we've had a number of planned developments over the last twenty years; we're to the point now where most of

*those are either built out or will be built over the next five to six years; so were going to see more requests for new subdivisions coming in; we set a standard twenty years ago for what we want our community to be; we need to start thinking about what we want that standard to be for the next twenty years;*

*Lynch: I would agree with you 100%; it seems the biggest concerns our community has is safety development and taxes; in all that stuff seems to narrow right down to zoning; zoning and how we zone our community; it helps drive what kind of money we're making and how much our schools are being burdened etc; so to put together some kind of planning commission to figure who we want to develop this community from here forward I think would be huge; but it can't be just council; what I would propose is maybe put something together two or three members of council, two or three members of zoning, get somebody from the school board on this; have each person on council appoint one citizen that can be part of this group; of course get yourself and Andrew involved and then from there we can put together a comprehensive plan to steer the development of the community both residential and commercial standards; look at the whole thing holistically; we've done it with parks; we've done it with the Old Town; let's do it for the whole community; the whole town; we could call this very simply a CW 2020 plan; we could just basically use the tag line a vision for the future; and that can be the guidelines that we go forth with over the next 5 to 10 years; Bennett: it would be the 2040 plan; 2020 is only 2 years away; Lynch: no, 2020 vision; it's a play on words; Bennett: sorry I thought you were talking about the year 2020; Lynch: well it can be both; this whole plan needs to be put together before that year and implemented before the year 2020; it's like a guideline; we've been through these things before it's not something that can be done in a couple of meetings; it's going to take a lot of research to get something like this put together; but I think we take a look at where we're at and what we have; what other communities are doing; what other communities are doing right; and let's try to mirror some of those techniques, some of those guidelines, here in this town;*

*Jarvis: Mr. Lynch, I think this was done a long time ago as well and this was before Mr. Hire and I think it was before Mayor Ebert came on, a master plan that sort of addressed the same thing; the existing land that is in the city corporation limits already has a zoning category and that's laid out and I don't know what the process would be to change those; usually its initiated by the property owner if they want to change it somehow; this master plan was more of a strategic tool in that it showed areas that were not part of the city at the time and showed areas for future annexation and things like that; with a proposed zoning category that went along with it; maybe that's what you're talking about; a dusting off of a product; a discussion that would involve revised version of that; Lynch: I think it's a combination of both; taking a look at what's in our footprint and taking a look at what can eventually be outside our footprint of the town; Jarvis: I think it might be helpful if that master plan in something that we could take a look at just for a starting point to what level of detail;*

*Haire: master plans are all based on what you want to look at; Jarvis: we're talking about the existing one right now; Haire: do you want to talk about land use only; do you want to talk about infrastructure; do you want to talk about access management; thoroughfare planning; do you want to talk about utilities; I mean we're talking anywhere from Hilliard spending a million dollars down to*

*Pataskala spending forty thousand dollars to do a plan; or anywhere in between depending on what we want to evaluate; I'm sure it can be scoped any way and it might be price prohibited; I do have something that has already been prepared; I haven't seen it in a long time but I know it exists somewhere in the artifacts; Haire: so the last time council officially adopted any plan was in 1999; then in 2005 there was an update that apparently was controversial and was never adopted by council; Jarvis: I don't recall the circumstances on that if I was even around; I don't remember he controversial part; is that something you can send out to council; I think what Mr. Lynch is saying is valid; that every so often plans need to be revisited; if it's something that's going to bring the house down because it's going to cost a million dollars to do obviously we can't go there; but I think the discussion part of it would help as a tool to see how things looked back then; I'll bet you some its change but not all of it; is that something you could provide council; I guess the 20025 revised version knowing that it's not official; that would probably be the best one to look at; Hollins: I know we've updated some of the other plans and we've done a CEDO to land use plan; Luke is probably right the last time we've done a comp plan that takes all of those elements at a high level into consideration is not even this millennium; we do have, and since Jack actually put a suit on for us, I'm impressed, they may want to wind a little bit of comment at least form the developers side; we do have a pending application; we're not here to take any action on that; and I think they'll tell you the same thing; to give you their initial thoughts on residential development standards if you would like to hear any input at this point; Jarvis: absolutely, who is prepared to speak;*

*Tom Hart; Zoning Attorney representing Westport Homes: we really do appreciate your time tonight; we'll try to be efficient; I think you've already kind of framed any issues, Mr. Jarvis and Gene pretty well; we understand were in a planning commission process so we expect to conclude that process before coming back to you for anything formal; this is a non-binding presentation done by us; we don't expect any answer; we expect to do our job there and come back here if were fortunate; Jarvis: Mr. Hart, does that mean we're going to be speaking at kind of a hypothetical level; Hart: yes sir; Jarvis: that's good; I'm comfortable with that; Hart: as Gene said we've run into some standards where Westport is trying to deliver what it believes is housing at high value that meets the market conditions and meets changes in the market; really over the past decade we have really seen surging one of those big items in empty nester housing; empty nester housing is really not deliverable under your 2006 standards both lot standards and some of the architectural issues; that is what we want to talk about; we've kind of run into those standards as we've proceeded through the process; staff has been very clear that we're going to stick to these standards and its clear we don't have staff support; they're very honest and very frank about were they're coming from because that's the code; I think Mr. Jarvis, you also hit on a really important point for us and that is we think of this as a planned district; we think of the code as a starting point for us to propose things and then defend them and justify why they're different than the base code; we do want to make sure that everybody sees it that way; we are struggling with that point; were running into some base code standards that will not allow is to deliver housing of the value that exceeds the market and we think is good housing; I'm going to shut up and let Jack present the housing and the value if that's okay; the only other point I'll make I also work for Rockford, M.I. Epcor and maybe a couple others in terms of folks that may or in the past have been in this market; so this is not a Westport issue, it's a building industry issue in terms*

*of how we've evolved as an industry in terms of what we're trying to do with housing and the standards from 2006; so with says if it's okay; Jarvis: I'll ask again and the reason I'm a little cautionary is you understand that this is a body potentially hear an appeal if things didn't work in your favor at a planning and zoning level; therefore we shouldn't be discussing any specifics about your project at hand in my opinion because it's out of sequence; Hollins: whether we legally totally agree I think we're doing this as a matter of principal; what would come before you is in effect a rezoning; it's a legislative issue; its only subject to referendum not appeal; but still that's the legal issue; I think we wanted approach this in a more global basis; The development is what actually raises the issues; to the extent as an illustration; I think tonight we're here to talk about the residential development standards and the process if we need to update; anything this or broader; Hart: I would like to go on the record and say that we know this is not a zoning hearing; it's not a zoning hearing on what's pending in zoning and planning commission; any feedback we get is not binding; we'd like your opinions not about this zoning but about the architectural standards that we are struggling with generally; Hollins: Tom and I have had that discussion in prep for this; you can go 180 degrees the other direction and nothing is binding tonight; I know Tom well enough to know that he does a bunch of work for other builders and it would be helpful to get the word out to the development community overall not just Westport as to what you expectations are; Jarvis: am I correct in assuming that you're crux of your problem has to do with density; about empty nesters are looking for smaller square footage product; Hart: the current application we have meets density; it's not necessarily density; its more lot size and lot building envelope, setbacks and things like that; specific architectural issues are treatment of the garage; its items like that; Jarvis: so those issues do tie directly back to the standards; Hart: it's 2006 we're choking on; Hollins: as an example the one on the right is the empty nester product; what's on the other side of the woods and the stream is single family; one question that I had when looking at this I think this goes back to the process in 2005 and 2006; I think we were thinking about single family residential; we can get into the weeds with this if you want; I'm not so sure because a lot of empty nester product is going to look pretty uniform; things in here about not having the same model next door; I'm not so this was intended to go toward the Epcon type of product/the empty nester type of product; but that's a question for council; Jarvis: so you're saying there could be another type of category; Hollins: yes we may want to have residential standards for an empty nester product; I'm not sure that was a big issue back in 2006; Hart: I'll just comment that back in the day, back then the empty nester housing market was all multi family; Epcon first started breaking up the quad, the four unit building, and putting these single units detached single family home in a line rather than in a quad probably around 2010; Jarvis: and that's a trend you see staying for a while; Hart: like my hair color and yours; it's an overwhelming market surge; there's a lady that I can't avoid, and I can remember her name; she does this downsizing radio add every morning as I get ready for work; her name is Cathy Cairo and she's a full service realtor serving the downsizing market. MORPC has documented it; it's a downsizing trend; I will say this, that some of the challenge were having is also on the traditional side; single family lots; we're challenged there as well; Hollins: believe it or not density wasn't the issue there;*

*Jack Mautino; Division Executive of Westport Homes: Thank you for your time this evening; illustrative purpose only; it's so illustrative it's not even the actual plan; most importantly what I want*

to talk to you about is just as a home builder and the difficulties were having meeting the standards in 2006; when I first asked Lucas to point me to one of the communities which these standards have been adopted and IO could look at the architecture of that, he admittedly said there isn't one; we've been the beneficiary of Canal Cove; when Dominion Homes decided to sell that community we were able to purchase the remaining lots in Canal Cove; the remaining acreage there; and we've been able to and we've been fortunate to sell roughly 60 homes on the last 30 months; the average sale price in Canal Cove just in backlog today is roughly \$315,000; we looked at the resale market in Canal Winchester last year; we only looked at Canal Winchester/Canal Schools; what we found is that in Canal the resale of just four bedroom homes, there were 144 of them that closed last year, and the average sale price was \$233,000; so we've got the data that supports that if you wanted to see that; the new home construction was significantly above what was being resold in the marketplace; in today's market, generally speaking in central Ohio, it is roughly 30% more expensive to do a new home than it is an existing resale home; we then looked at outside the Canal, Canal and what I mean by that is outside of Canal is Canal proper and Canal Schools if you go to just outside of Canal Winchester district but still Canal Schools that average sales price drops down to \$209,000; so you can see clearly that there is a lot of homes being built in the area that are sub the Canal price point; the Canal Winchester price point as well; what we found most difficult, there are a couple of key items in your code today that make it almost prohibitive but I understand why they were written in 2006; the first one that jumps out at us is that the garage must be four feet behind the body of the home; four feet behind the body, not the porch but the body of the home; in 2006 there were a couple builders that were putting garages 20 feet out in front of the home; and then building behind it; they were called snout houses; I've been in this business now for nearly 30 years; I've been in central Ohio now for 27 of those; building homes in central Ohio; I understand why it was there but in today's architectural standards what we're seeing is the garage is now becoming the more prevalent front door of the home; if you think of how were designing homes for today were coming in from the garage there's a mud room, boot benches, its more elaborate than the actual foyer; because you're putting those areas in behind the garage itself it doesn't allow for that garage to be back behind the house; I'll give you an example; I do have some books that I can hand out if I can these are just some elevations of homes that would not be approved or not allowed to be built with today's code; first off, these are from a community called Riviera; Riviera gold course up in Dublin; it was purchased by Virginia Homes; they sold the vast majority off to M.I.; I believe there are 80-85 homes that are constructed in Riviera today; I could not find one home built in Riviera that would meet the Canal Winchester 2006 code; not one; the average sale price of these homes is in excess of \$700,000; to give you an example; this our traditional single family; this home here would not qualify; this was our parade home this year; the parade of homes up in Cheshire Woods just closed it today as a matter of fact for \$550,000; that one would not be permitted to go in Canal Winchester with the standard; the reason why is because the garage is more than 50% of the front of the home; three car garages integrated in the home would be covering more than 1/4<sup>th</sup>; not a single home on this board would be approved; with garages today what we've found id that the garage gas become more and more upscale; they're becoming an architectural element of the home; of which we propose the same thing; no more of the twelve flat panel; you're seeing craftsmen, you're seeing windows in garage

doors; you're seeing porch lengths that are complimentary to the styles of craftsmen; gallery; farmhouse; traditional; so again not one of these homes would be permitted; Mayor: I got a question; one that home that you just closed on for \$550,000; what makes that \$550,000 there and not here; Mautino: it was a \$150,000 lot; it was a parade home which I way over accessorized; that's where we get \$550,000; it was on the Olentangy school system on a 90 foot lot; the lot was \$150,000; Mayor: so they will pay more for lots then; Mautino: based on location, yes; this home here would price between \$350,000 and \$400,000; Jarvis: going back to that drawing you said that house would not be approved within this city because of the surface area of the garage doors or number of garage doors; Mautino: correct; Jarvis: Would it meet the standard as far as the degree that it protrudes from the house? Mautino: This one, actually, not on the body of the house; but from the porch, yes; no, to answer your question; Walker: Because it's 4 feet in front; Mautino: Because it would not be 4 feet behind this main element of the home; Lynch: The porch does not count in that calculation, so it had to be behind where the front door is, not from the front edge of the porch; Jarvis: If I saw a top-down elevation of that property, it might help a little bit; Haire: I've got one pulled up here, we're talking about 1646 Renberry Drive? Mautino: That's the one in, yes – Haire: The one in Molina? It appears that the home is more than 4 feet in front of the garage, the home and the porch; bedroom 2 sticks out in front of the home; Hart: Oh, does it, by 4? Haire: There's no dimensions on here, it looks like it; Mautino: Same thing with these homes; none of them would be permissible; this would be just my last example of what I would call a traditional, single-family home; through discussions with staff, what we were proposing was putting in larger front porches on all of the homes, architectural style garage doors, dimensional shingles, complimentary coach lights and exterior lighting fixtures, concrete driveways; once we get more into the lifestyle series, this is the empty nester product that we call our lifestyle series, obviously age-targeted; these homes, we were talking about duplication; there's actually multiple elevations for these homes, similar to what we do with our traditional single-family, so it's not just the repeating the same product over and over again; this is one of the Hayden elevations, and this is a Hayden elevation; same house inside, may vary a little bit just to get the porch elements on it; it's something in which we can go ahead and alter the elevations; obviously, this is a very, very popular product in today's market; downsize, for something a little bit smaller; there are maintenance packages – mulching the beds, pruning the trees, that's all taken care of; the buyers own the property itself, it's on public streets, but we have put a maintenance package together for the different traffic patterns; what we have found with these buyers is that they downsize, but they don't downscale; they are very affluent, and they have the resources to buy all the fancy hardwoods, the granite countertops, and so forth; Lynch: Where are you building, where's an example of the communities that you have these empty nester's homes? Mautino: Broadstone, which is in the City of Columbus; we started this project, which is off of East Broad Street; those were smaller lots, 50-foot lots; we were working with staff, and they asked that we add porches to our lifestyle product as well, so we went back and designed porches; Lynch: Other than Broadmoor, where else have you built these? Mautino: There would only be one other one, it's just coming out of the ground right now; Lynch: Have you done a lot of these empty nesters? Mautino: Not here in central Ohio as much as we have in Indianapolis, there's a big market in Indianapolis; Coolman: Jack I'm sorry – if you've already mentioned it, I missed it, I'm sorry; how long have you been promoting the lifestyle style of home?

*Mautino: I would say that we started it in 2015, sold through it very quickly; our next development is Broadmoor Commons off of East Broad Street; what we've found is that we've created pods within the community, but that is just coming out of the ground, they're just starting that; this would be the 3<sup>rd</sup> proposed development for central Ohio; in Indianapolis for the past 4-5 years; Lynch: How many developments like this are in Indianapolis? Mautino: I would say upwards of 15; Coolman: In this style of architecture? Mautino: Yes; Coolman: The floorplans – how old is the floorplan that you've been using for the interior, same thing, same age group? Mautino: Some of these floorplans could be as old as 3-4 years, some could be brand new; to give you an example, there's Barrymore, this home right here - this is a brand new plan; we're constantly looking at our product; I guess we're beginning to – Mr. Haire has told us routinely that the 2006 standard does not allow us, we have to adhere to the 2006 standard; as Tom pointed out, we're not designing homes to where the garages sit 4 feet behind; I don't know a developer today, I don't know a homeowner today that is offering that in a traditional single-family-type product; Jarvis: This product here falls short because of the same thing? Mautino: Yes, the same thing; the garage is not 4 feet behind; these porch widths would be – I mean, the garage doors would be okay, because they're two-car garages; the one thing with a ranch product as well, that's in your code, is I believe that the home cannot exceed 30% of the lot, lot coverage; in all my years, I've never seen the change recently of the ranch becoming more popular again, it's back; what's difficult with the ranch, is to meet the square footage requirements, and to have a width requirement of, let's say, 40-48 feet wide, it's got to be a ?; the ranch has a big footprint, so once you put that big footprint on a lot that only allows for 30% coverage, then you're not ?; Walker: Just curious Lucas, if that was a side-load, I'm just curious, is that the same rule for a garage, if it was a side-load garage? So if it's a side-load or the front, it's the same? Haire: Yes, the code does not distinguish between a front-load or side-load in terms of location; it does require that 20% of their garages are side-loaded garages; Hart: We can't side-load, the lot size is too narrow; another key issue – to be fair, staff has been more open-minded and more flexible about this; in your 3 standards, your minimum lot requirement is 14,400 square feet; that's a lot that's 120 by 120, and you can do different variations of that; in our traditional single-family, we have now 75-foot, 80-foot, and 85-foot lots; we are right around a quarter acre for a traditional single-family; there's no way to even come close to that – we are at half of that for the empty nesters, because these people don't want to mow, they don't want to take care of a yard anymore; it's all the lot envelope issues, the side yards, the rears, the fronts, and that lot coverage; it's a combination of things on the empty nester; Jarvis: I think you made a good point about how things are changing, and the standards don't apply to all situations; these came – everything you read in our standards is a result of trying to deal with some problem that we have been presented with in the past, and all of this is in the past now; maybe a 20-year solution to a 25-year-old problem; I think you've raised some interesting issues that will continue with some internal discussion about this; I don't feel like there's anything unique about Westport with what we were just talking about; I don't know what the solution is, or how to make any improvement in that; I understand that right now, we are kind of at an impasse; I think the way it was designed is not necessarily meant to be a good, comfortable fit for anybody, but to start that conversation of 'if you're willing to do this, then we are willing to do that', as we were talking about earlier; I'm not sure what that is, I don't even want to know what that is right now; that's your point –*

*Lynch: I work with a lot of empty nesters throughout Columbus, in a lot of different neighborhoods – Dublin, New Albany; if we're at 30% coverage for a house on our lots, what are these empty nester units, what is the average coverage per lot would you say around town? Mautino: It's probably closer to 35-40%; Lynch: Now that's just the house footprint itself, that doesn't include the hardscapes? Mautino: Yes, just the house itself; Lynch: 35-40 is the average, you would say? Mautino: Yes; to the mayor's point, we would – as home prices continue to escalate, land costs continue to escalate, development costs; I would expect the single family to be somewhere in that 350, pushing 4 range, starting in the low 300's; the active adult product would be on the low side, 265-280, probably pushing 300; Jarvis: Gentleman, I do appreciate your time very much; Mr. Mautino, I don't know if you've had a chance to sign in, if you wouldn't mind; I think council – these standards were the product of planning and zoning initially, and then adopted by council? Hollins: That is a good question, but just like our zoning code, I cannot imagine we didn't take these through Planning and Zoning first; we probably started with staff, and then ran it through Planning & Zoning, who brought it up to council, but we can figure that out for you; Haire: It looks like there was a committee put together to develop these standards; I don't know who appointed the committee, but I have the committee members that were a part of that, it included council members and Planning & Zoning; I think that was a result of some of the difficulties that they went through with approving the Rockford development, because there weren't expectations; Rockford was asking for a lot of things that Planning & Zoning and council weren't comfortable with at the time.*

*Terry Andrews, Westport Homes: What I was trying to find out is if Frank Elmer perhaps was in that committee? He was involved – Haire: I don't have Frank Elmer on here, I know Frank Elmer; Andrews: I was trying to find out what he may have had to do with that; Haire: It was Planning & Zoning administrator at the time, the Development Director at the time, Leah Turner, Larry Phelps, Mike Vasko, Bobby Mershon and Jeff Miller; Hollins: Planning & Zoning, council, and the mayor; Jarvis: If that needs to be initiated by council, then would you let us know? I don't want to jump ahead of myself, does council feel that the standards need to be viewed in light of some of this information, with the passage of time? Bennett: Mr. Jarvis, I think – as we were listening here this evening, I pulled up our Olde Town plan that we just recently approved; under action items #5 – 'Diversity Housing Options', we have in there 'allow increased density for various styles of housing to attract boomers and millennials'; 'utilize high-quality architecture to promote local charm'; I think there are some, if you look into this a little deeper, I think this is maybe the next step of that, putting this committee together to start to take action on coming up with a new set of standards, to address what trying to attract empty nesters, millennials; Jarvis: At the very least, it's a different animal; you can't put them together to create that category of whatever standard; Lynch: What is being built now and what was being built back in '05 are completely different things; Amos: If nothing more, I think additional conversation to just take a second, look at it, just to look at it ourselves and be able to ask questions or offer suggestions; Jarvis: We might have a special composition of a couple of council people, couple of people from Planning & Zoning; Hollins: It's completely up to you, on the other area plans we've even brought in somebody from outside, if we need help on how to draft up standards; that's the motto we've used, that being said, it's completely up to you; it would be a special task force maybe driven by council, so I'd think you'd ask Planning & Zoning to maybe give you some volunteers, and*

then maybe consider who else might be helpful; Jarvis: So we'd facilitate it from this level, or would staff be involved? Hollins: Whatever you'd want, if you want staff to give you some sort of direction; Jarvis: I think that would be appropriate, since the meeting spaces would have to be scheduled; we want to get the ball rolling on that, the feeling is that it needs to be looked at again and modernized; we would like a composite scheme that would involve staff members, couple of council representatives and a couple of Planning & Zoning people; maybe it's one meeting, or two; Coolman: Bruce, what I think is important is that we as a council should get together, as Joe mentioned, for further discussion, just so we as a unit know where we want to go; Amos: Is it possible to meet, and then have representatives go to the meeting to discuss; Hollins: Absolutely, it's something we could do at your Committee of the Whole meetings, or work sessions, if you want to kick that around a little bit; you can do it however you want to get that word to your representatives; it's really a cart blanche in how you want to form this; Jarvis: It could be a Committee of the Whole meeting, but the next meeting is going to be 2 and a half-3 months from now; Hollins: What did you have before, what do you call your regular meetings? Walker: Work session; Hollins: It could be a work session; Jarvis: So you would like to form a consensus here before the task force comes together, to form a position? Amos: I just think we all have some opinions, so rather than sending two people, gathering all of our ideas or thoughts from everybody would be great before we have a committee formed; Jarvis: Okay, so at some point it goes down to 2 people, right? Coolman: Yes, absolutely; Jarvis: To 'send the play in'; Amos: I think we'd like to start the drafts, and then we'll send the players; Jarvis: Okay, makes sense; alright, so if we could make sure that from the next council meeting, under old business, a discussion regarding – I don't even really know how to word this; an attempt to come to consensus on what, if any, changes that need to be made to the residential standards; I'm sorry, I could probably think of a better way to word that; Hollins: I'd say 'continuing discussion on updating residential standards'; I'm going to take one more – can you hold up your now outdated site plan? I just want to – personal preference, nothing more than that, one thing, believe it or not, if you take that little triangle of land that's southwest of the creek and add it to this, I think we're almost, we are at 50% open space; as you're looking at that, we encourage, I think – I don't know if it can be across the board required of everybody, and it's hard to believe looking at that; you add that to what you're looking at, and I think it's 50% open space by our calculations; just to throw that in the mix, if that's an aspirational goal on everything we see, we would rather cluster stuff and leave that very valuable open space sometimes like that; Jarvis: Currently we don't hold that property; Hollins: The seller of their property has at least talked to the other landowner about potentially acquiring that, if that helps; that's one where you'll get some push back from the development community, but damn, if you can get 50% open space on all of your single family, it will open it up to a lot of creativity on what you can do with the rest; am I wrong about that? Hart: Yes; (unintelligible); Hollins: Okay, with the slightly smaller – and again, that's the point, do you want to trade off 70-foot lots for 50% open space? Anyway, we just haven't discussed open space at all, but look at this site, and tell me that that isn't a creative way to save that stuff; Jarvis: It's a great idea, for all of the 5 minutes it lasted; Hollins: Thanks for your indulgence.

Jarvis: That brings us to the end, but I would like to make a couple of general comments, and open the floor up a little bit based on those comments; according to council rules, a Committee of the

*Whole meeting – I think there's a little bit of confusion maybe, and I share that sometimes, over what the Committee of the Whole meetings are used for; for example, Mr. Walker had the first bit about the invocations several weeks ago; I felt that it was kind of a council policy issue, therefore it did not belong in the regular working session forum and a general council meeting; I recommended that he bring that to this forum; the way the council rules state committee of the whole meetings, it says 'the purpose is to review, investigate, and recommend council action in all long-range planning, potential capital improvement projects, and any special topic as determined by council'; I guess that last line you can kind of drive a truck through, but the sentiment is there; I would add to that policy type of issues, because they just don't really fit well at the other meetings; 'Committee of the Whole be held as needed, but no less than quarterly'; we should be having these 4 times a year, so if you've got something, the worst case scenario is that there will be a 3-4 month period before we hear that out; but the time in-between is needed because a lot of times it requires staff to do the background searching; we need time ourselves to do our own independent research; then you're ready for it at that time; I will take the hit for this meeting in that I know that there were some additional topics that probably would've been on the agenda, if they had been made far enough in advance, and nobody ever really understood when that was; I never said 'hey, get your ideas in by such-and-such day' so that they can be considered for this meeting; probably because I'm a little rusty in this position also; like I said, that was my fault, I apologize for that; having said that, I will open the floor a little bit, if you have any additional issues that you think need to be discussed in this forum, maybe to be picked up and discussed in more detail later on; just to make it surface tonight, if you want to, this would be the time to do it; if you could keep it under 5 minutes or so – I won't get my watch out, we'll have to keep it short and carry it over to the next one, because no one is really prepared for it; I think the mayor made a good point that the agenda is made for these things so that people will show up based on their interest on the topics, because these are advertised; if it's a topic that's not even on the agenda, they don't know it's happening; to be out there in the open, they should be scheduled I would say probably a month in advance; anyway, I open the floor to anybody that's got anything.*

*Coolman: Isn't it traditionally, the scheduling for the Committee of the Whole meetings, aren't they usually the fifth Monday of the month? We only have so many months in the year that have a fifth Monday; that's the general guideline we follow, correct? Jarvis: Yes, that's true – sometimes it falls on a holiday that trips that up or whatever; Bennett: I guess, is it, and I know there's no items for new or old business on this agenda, where on our general council meetings, our work sessions even we have that as a sort of catch-all, so that we can bring up things that maybe aren't necessarily scheduled; we bring up items all the time in old or new business that aren't on the agenda; Jarvis: That's true, but they have a quality to them that they're usually about public safety, or something – an expenditure, or something like that; when you look at what's coming in the Committee of the Whole, it's kind of a strategic, long-range policy types of things; if it fits in that category, then it should probably be in a Committee of the Whole, or in the agenda; nine times out of ten, we're going to need some staff support on that; either to poll information, or to show some facts; to be fair to them, we need to let them know far enough in advance; what you say is true, in a regular meeting, when there's something going on – you just saw somebody almost get hit in an intersection or whatever, you have the public safety concern that you need addressed as soon as possible, then that's the place to bring it*

*up; Amos: So where would items that we would have that are new, or we're trying to bring to the city, to the group – what's the time for those to be presented? Jarvis: It's going to depend a little bit Jill; if it's a policy kind of thing, it's probably not on fire, this would be the place; I'll go back to the council rules; 'review, investigate, and recommend council action in all long-range planning, potential capital improvement projects, and any special topics as determined by council'; Bennett: The special topics sort of covers our leisure, basically; Jarvis: There is some judgement, this as close to black and white as we get; I just wanted to see what council rules say about these meetings; Lynch: Why don't we look at this a little more closely in the rules committee; as far as coming up with some better verbiage as to what can and can't be applied here or at old and new business during our regular council meetings; maybe we form it as if you have a topic that's coming up, you put it in the form of a bill that you can write up on that topic, and then distribute it to everyone for a thorough review prior to the meeting, and then it can be added to the agenda in a formal matter; Jarvis: That makes sense; Lynch: It gives people a little heads up to be able to research, and formulate some kind of comments, opinions or whatever on said topic; Jarvis: I don't care really what comes out; I'm just trying to prevent confusion surrounding this, and I felt some myself; what can we do to clear that up for ourselves and whoever replaces us when we are gone; Mayor: If you're going to go through the trouble of writing it up as a bill, why don't you just make it an agenda item? Lynch: Or that, yes; Mayor: It would be much simpler; Amos: How far in advance should agenda items be submitted? Mayor: It depends on what the agenda items are; if you have something that Luke has to research, and is going to take some time, it could be two meetings from now; Coolman: That's why I was saying earlier – I think it's important that number one that the rotation of these meetings fall on the 5<sup>th</sup> Monday of the month, and not every month has five Mondays in them, so you can guide yourself by the calendar; number two, I think Amanda Jackson does a great job in letting us know; she let us know for this meeting at least three meetings prior that 'hey, I need your ideas'; we can go back and read them in the minutes that she put it out there that if you have items, please get them to me; Jarvis: Yes, and I should have reiterated that; some of you guys have not been here too long, and some of us have maybe been here maybe too long, and forget about how it works; it's a question of 'I've got this issue, where do I take it, and when do I get it out there, and how do I get it onto the agenda?'; I just want to make sure everyone feels comfortable about the answer; Mayor: We don't want to complicate things; we want to make it as simple as possible, and still understandable; Jarvis: Ideally – Mayor: No we can make it simple, there's no ideally to it; if we want to make it simple, we can make it simple; Lynch: Mayor Ebert, I agree with you; Jarvis: It's just basic communication, we're not speaking Greek here, we're just trying to say 'if you have this kind of an issue, is it better to hold it' – in the case of Mr. Walker here with the invocation, I didn't feel that that was something that would be a work session topic, but it was something that we could have an open discussion on, therefore it belonged here; that's my way of thinking, and I wanted to try and find the writing that said 'this is where you take this kind of thing'; I was just using a gut feeling with Mike; I'm just trying to cutthroat with these guys so that they understand if they have a similar issue, they can ask me and I can give them my opinion, but it's just my opinion; Amos: Forgive me, in the school board world, we can add items to our agenda all the way up to the day before; we are constantly changing our agenda, and changing things on it; this is new, it's different than how I handle the board agenda;*

*Jarvis: It's put out there to the public, and there's notices; Amos: We do the same, we put ours out to the public, and we put notices out; Jarvis: How do you reconcile that, the changes to last minute? Amos: Amanda posts ours on Friday, and we post ours on Friday, and then they have the whole weekend; Jarvis: As long as it happens the last business day before; Lynch: It's called an addendum to the agenda, simple as that; something that's added last minute; Amos: As long as we do it before the Friday posting, that's the way it works; Jarvis: Mr. Walker made a good point in that the other goal is to not over-complicate the agenda for the work session; in general, there's more stuff there; if you want to go all night, then you get something like this, where there's one of those rolling discussions; that's the purpose of these work sessions, at least to me; so that you didn't tie up a regular meeting for hours while you kick stuff around; I ask everybody to use your judgement, ask the mayor or ask each other, or check with the administration to see if that topic fits better here or over there, and we'll work it out; Mayor: Amanda is your Clerk of Council; if you're not going to funnel through your president, it needs to go to her first; Amos: The only reason I even forwarded my message to Lucas was that in her message it stated to contact Lucas or you; it's a learning curve, that's what her message pointed us to; Bennett: When there are clerk of council issues, and Amanda is on vacation, who is our go-to contact? Mayor: For what? Bennett: For anything council related; Mayor: You go to your council president; Jarvis: I concur; I may not have the answer, but we will work it out; it's a matter of back stock; Mayor: If Amanda is being hit by all 7 of you, that's not fair to her; so you funnel through your council president, and then they get together, which we do, and discuss what you guys would like to see or do.*

**E. Adjournment at 7:32 p.m.**

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

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

## RESOLUTION NO. 18-005

### A RESOLUTION AUTHORIZING THE MAYOR TON ENTER INTO A CONTRACT FOR THE PARTICIPATION IN THE ODOT WINTER CONTRACT (2018-2019) FOR ROAD SALT

WHEREAS, the City of Canal Winchester (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-19) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and,
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and,
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 700 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and,
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of September 1, 2018 through April 30, 2019; and,
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and,
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Thursday, June 1, 2018. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; and,

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

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

Section 1. That this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract.

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

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

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

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

\_\_\_\_\_  
MAYOR

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

**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:

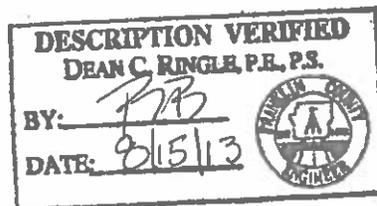
Being in the Southwest Quarter Section 19, Township 15, Range 20 Congress Lands, and being a part of a tract of land conveyed by deed of Lylle G. and Lena E. King to Douglas F. and Myrtle M. Dye, as the same is recorded in Deed Book 1231, page 517, Recorder's Office, Franklin County, Ohio, and being 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° 18 1/2' West, a distance of 179.92 feet to an iron pipe; thence North 86° 40' East, a distance of 227.34 feet to an iron pipe; thence South 03° 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° 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



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**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](mailto:bradleyml@cota.com); (614) 275-5867]

& copies to:

Sam Abdullah, Senior Associate Counsel  
[abdullahus@cota.com](mailto: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.





**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: \_\_\_\_\_

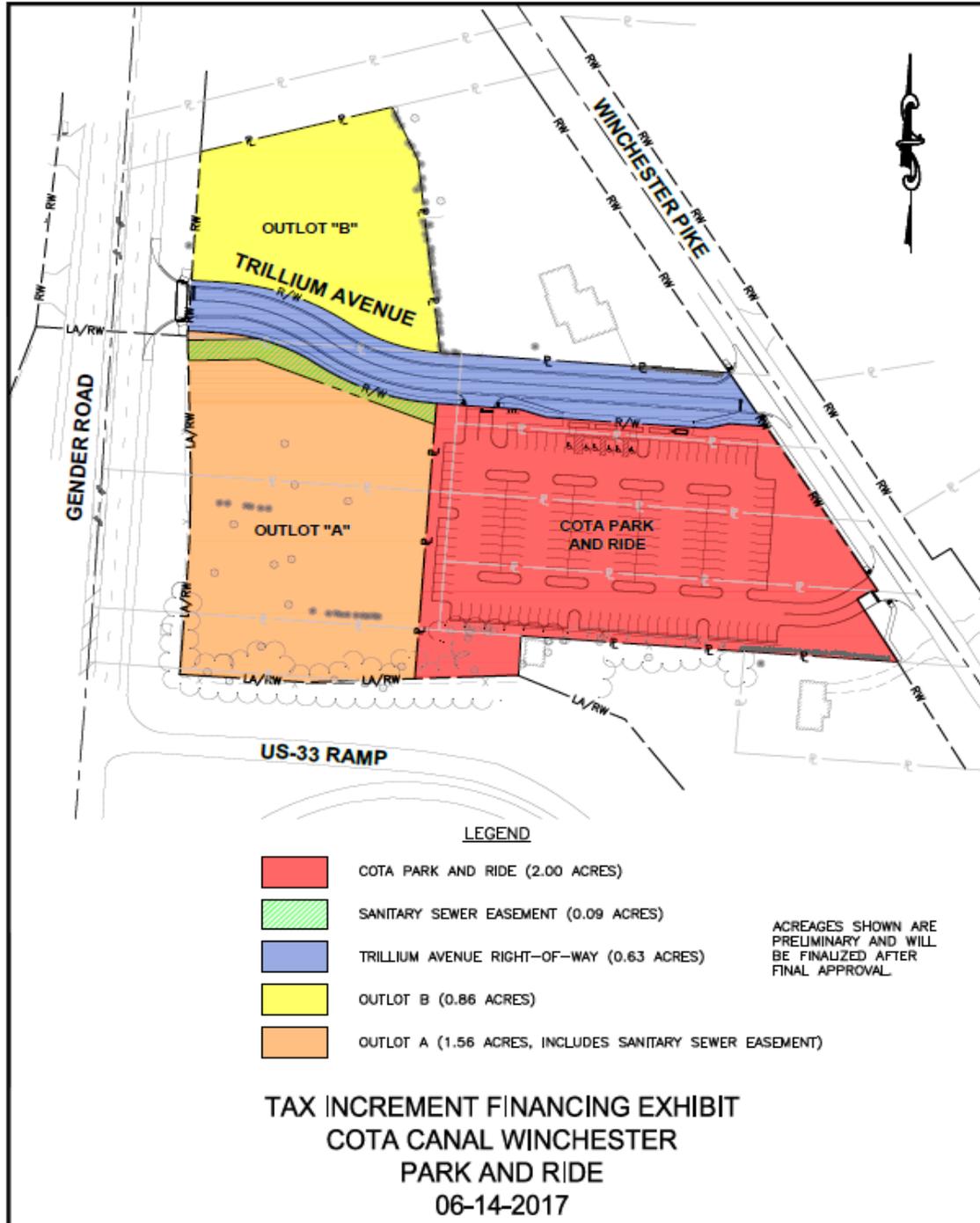
City of Canal Winchester, Ohio

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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.

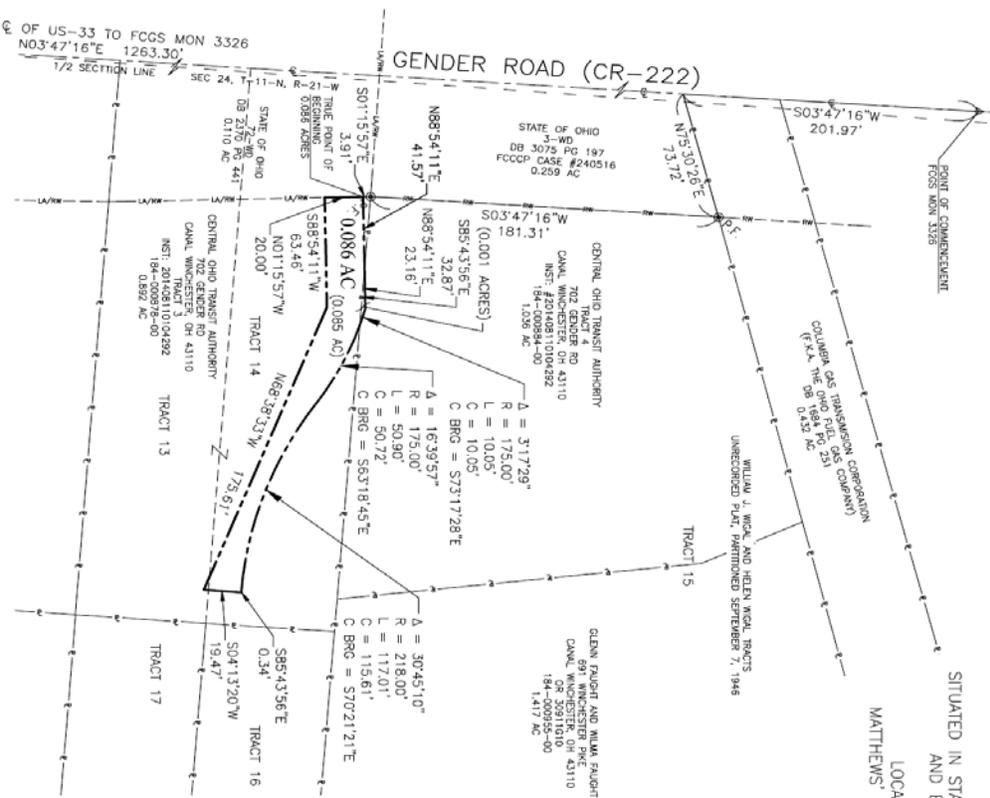




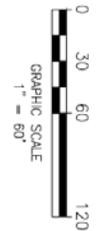
NO.	DATE	EXPLANATION	BY

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).



SITUATED IN STATE OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER AND BEING PARTS OF CENTRAL OHIO TRANSIT AUTHORITY TRACT-3 AND TRACT-4  
 MATTHEWS' SURVEY OF THE CONGRESS LANDS EAST OF THE SOIOTO



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	GENDER ROAD CANAL WINCHESTER, OH		
CLIENT	CENTRAL OHIO TRANSIT AUTHORITY		
PROJECT	RESOURCE INTERNATIONAL, INC. 6550 PRESIDENTIAL GATEWAY COLUMBUS, OH 43231		
DRAWN BY	CONDUCTED BY	PROJECT NO.	SHEET
REL	MSW	KRJ	1 OF 1
SCALE	DATE		
1" = 60'	01-18-2018	W-13-113	

## **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>
<b>Total: \$949,513</b>	

[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

**ORDINANCE NO. 18-017**

**AN ORDINANCE TO CREATE CHAPTER 188 IN PART ONE OF THE  
CODIFIED ORDINANCES OF CANAL WINCHESTER ENACTING AN ADMISSIONS TAX**

WHEREAS, Ohio Revised Code 715.013 authorizes municipalities to enact a tax on admissions to any place;

WHEREAS, with the continued growth and development in the City of Canal Winchester, Council desires to enact an admissions tax for the purpose of raising additional revenue to help support said growth and development; and

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

SECTION 1. That Part 7 of the Codified Ordinances of the City of Canal Winchester, Ohio, which is a part thereof, be and hereby is amended to include Chapter 188, Admissions Tax as follows:

**CHAPTER 188  
Admissions Tax**

188.01	Definitions.
188.02	Imposition and Rate of Tax.
188.03	Admissions Exempt from Tax.
188.04	Collection of Tax.
188.05	Certificate of Registration or Exemption.
188.06	Certificate of Registration in Case of Temporary or Transitory Amusement.
188.07	Rules and Regulations.
188.08	Appeals.
188.09	Information Confidential.
188.10	Interest on Unpaid Tax.
188.11	Taxes Made a Lien.
188.12	Severability.
188.13	Disbursement of Funds Collected.
188.99	Penalty.

---

**188.01 DEFINITIONS.**

For the purpose of this chapter the following words and phrases shall have the following meanings ascribed to them respectively.

(a) "Admission charge" means any charge for the right or privilege to enter any place; a charge made for season tickets or subscriptions, a minimum service charge, a cover charge or a charge made for use of seats and tables, reserved or otherwise, and similar accommodations, green fees, a charge made for food and refreshments in any place where any free entertainment, recreation or amusement is provided; a charge made for the rental of or use of equipment, facilities or other property for the purposes of recreation or amusement, or a combined charge where the rental equipment or facilities is necessary to the enjoyment of the privileges for which a general admission is charged; and a charge made for parking charges including where the charge is determined by the number of passengers in an automobile.

(b) "Person" means any individual, receiver, assignee, firm, co-partnership, joint venture, corporation, company, joint stock company, association, society or group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

(c) "Place" includes but is not restricted to, theaters, cinemas, dance halls, amphitheaters, auditoriums, stadiums, athletic pavilions and fields, golf courses, golf driving ranges, bowling alleys, ice-skating rinks, roller-skating rinks, night clubs, lecture halls, archery and shooting ranges, campgrounds, recreational vehicle parks, baseball and athletic parks, circuses, sideshows, flea markets, swimming pools, outdoor

amusement parks and such attractions as merry-go-rounds, Ferris wheels, dodgems, skycoasters, race tracks, roller coasters, observation towers and all places where any form of diversion, recreation, sport or pastime is offered or provided, which are located in the City.

#### **188.02 IMPOSITION AND RATE OF TAX.**

There is hereby levied and imposed upon every person who pays an admission charge to any place, including a tax on persons who are admitted free of charge or at reduced rates to any place to or for which other persons pay a charge or a regular higher charge for the same or similar privileges or accommodations:

(a) A tax of three percent (3%) on the amount received as an admission charge to any place. The tax shall apply to every admission within the Municipality.

(b) A tax of three percent (3%) on excess of the amount received for tickets or cards of admission to theaters, operas and other places of amusement, sold at a location other than the ticket offices of such places, over and above the amounts representing the established admission charge therefor at such ticket offices, such tax to be returned and paid in the manner provided in Section 188.04 by the person selling the ticket.

(c) A tax of three percent (3%) on the admission charge to any public performance for profit.

(d) A tax of three percent (3%) on the admission charge received as annual membership dues by every club or organization maintaining a place as defined by Section 188.01(b).

(e) A tax of three percent (3%) on the amount received, exclusive of federal, State and local admission taxes, for or on account of the use of any place for a public performance, the admission charge to which performance is exempt from tax under Section 188.03, such tax to be applicable regardless of whether such receipts are designated by the owner, operator or lessee of such place as rentals of property, charges for talent or services or otherwise.

#### **188.03 ADMISSIONS EXEMPT FROM TAX.**

No tax shall be levied under this chapter with respect to any admission charge, all the net proceeds of which inure:

(a) Exclusively to the benefit of religious, educational or charitable institutions, societies or organizations, if no part of the net earnings thereof inure to the benefit of any private stockholder or individual.

(b) Exclusively to the benefit of persons in the military or naval forces of the United States, or of National Guard organizations, reserve officer associations or posts or organizations of war veterans, or auxiliary units or societies of any such posts or organizations if such posts, organizations, units or societies are organized in the State of Ohio, and if no part of their net earnings inure to the benefit of any private stockholder or individual.

(c) Exclusively to the benefit of persons who serve in the military or naval forces of the United States and are in need.

(d) Exclusively to the benefit of members of any department of any municipal corporation, or the dependents or heirs of such members.

(e) Exclusively to the benefit of the general revenue fund of any municipal corporation or exclusively to the benefit of any fund of any municipal corporation or under the control of a recreation commission.

(f) Immediately after the event for which an exemption from admission tax has been allowed, the treasurer of the institution, society or organization for whose benefit such event was held shall file an itemized statement with the Finance Director setting forth the amount of money actually received by such treasurer together with the expenses of promoting and conducting such event. Such statement shall be used as a basis of subsequent requests for exemption from admissions tax for the benefit of such institution, society or organization and if such statement shows a disproportionate expenditure for promoting and conducting such event in relation to the profits, if any, no such exemption shall thereafter be allowed to such institution, society

or organization.

(g) The exemption from tax provided in this section shall not be allowed to any institution, society or organization which does not control the sale of admissions to the event for which the exemption is requested, nor shall any exemption be allowed where talent, service or other items are compensated for on a percentage basis if such percentage results in a payment of excess of the flat rate ordinarily charged for the same talent, services or other items.

#### **188.04 COLLECTION OF TAX.**

(a) Every person receiving any payment on which a tax is levied under this chapter shall collect the amount of the tax imposed from the person making the admission payment. The tax required to be collected under this chapter shall be deemed to be held in trust by the person required to collect the same until paid to the Finance Director as herein provided. Any person required to collect the tax imposed under this chapter who fails to collect the same, or having collected the same, fails to remit the same to the Finance Director in the manner prescribed by this chapter, whether such failure be the result of acts or conditions beyond his control, shall nevertheless be personally liable to the Municipality for the amount of such tax, and shall, unless the remittance be made as herein required, be guilty of a violation of this chapter.

(b) The tax imposed hereunder shall be collected at the time the admission charge is paid by the person seeking admission to any place and shall be reported and remitted by the person receiving the tax to the Director in monthly installments and remittances therefor on or before the thirtieth day of the month succeeding the end of the monthly period in which the tax is collected or received. Payment or remittance of the tax collected may be made by check, unless payment or remittance is otherwise required by the Director, but payment by check shall not relieve the person collecting the tax from liability for payment and remittance of the tax to the Director unless the check is honored and is in the full and correct amount.

(c) The person receiving any payment for admissions shall make out a return upon such forms and setting forth such information as the Director may require, showing the amount of the tax upon admissions for which he is liable for the preceding monthly period, and shall sign and transmit the same to the Director with a remittance for such amount; provided, that the Director may in his discretion require verified annual returns from any person receiving admission payments setting forth such additional information as he may deem necessary to determine correctly the amount of tax collected and payable.

(d) Whenever any theater, circus, show, exhibition, entertainment or amusement makes an admission charge which is subject to the tax herein levied, and the same is of a temporary or transitory nature, of which the Director shall be the judge, the Director may require the report and remittance of the admission tax immediately upon the collection of the same, at the conclusion of the performance or exhibition, or at the conclusion of the series of performances or exhibitions or at such other times as the Director shall determine. It shall be the responsibility of the owner, lessee, or custodian of the place where the event or group or series of events is held to report and remit the tax levied and imposed by this chapter to the Finance Director unless a certificate of registration, as provided for in the next succeeding section of this chapter, has been issued to the person conducting the event or group or series of events. The Finance Director, however, may require the person ducting the event or group or series of events to furnish a bond to insure that each person makes the report and remittance. Failure to comply with any requirement of the Director as to report and remittance of the tax as required shall be a violation of this chapter.

(e) The books, records and accounts of any person collecting a tax herein levied shall, as to the admission charges and tax collections, be at all reasonable times subject to examination and audit by the Director. The audit is to be made by the Finance Director or by accountants employed by the City and at its own expense. If required by the Finance Director, a complete audit of a person's gross admission receipts shall be provided at the end of each person's fiscal year by an accountant approved by the Finance Director and at the expense of the City. Notwithstanding the foregoing if, as a result of the audit, the Finance Director determines that there shall be an unpaid tax liability for a person equal to or greater than one thousand dollars (\$1,000.00) per monthly period audited, the Finance Director may require such person to pay the expenses of the audit. If the tax imposed by this chapter is not paid when due there shall be added, as part of the tax, interest at the rate of one percent per month from the time when the tax became due until paid. For good cause shown, the Finance Director may waive the penalty.

#### **188.05 CERTIFICATE OF REGISTRATION OR EXEMPTION.**

(a) Certificate of Registration. Any person conducting or operating any place for entrance to which an admission charge is made shall, on the form prescribed by the Finance Director, make application to and procure from the Director a Certificate of Registration, the fee for which shall be twenty dollars (\$20), which Certificate shall continue valid until December 31 of the year in which the same is issued by the Director without additional charge, shall be posted in a conspicuous place in each ticket or box office where tickets of admission are sold.

(b) Certificate of Exemption. Any person conducting or operating any place for which an admission charge is made and who claims an exemption or exclusion under Section 188.03 shall make application to and procure from the Finance Director a certificate of exemption for which there will be no charge and which certificate shall remain valid until the termination of the event or series of events, to which the exemption applies.

#### **188.06 CERTIFICATE OF REGISTRATION IN CASE OF TEMPORARY OR TRANSISTORY AMUSEMENT.**

Whenever a Certificate of Registration is obtained for the purpose of operating or conducting a temporary or transitory amusement, entertainment or exhibition by persons who are not the owners, lessees or custodians of the building, lots or place where the amusement is to be conducted, the tax imposed by this chapter shall be reported and remitted as provided in Section 188.04 hereof by such owner, lessee or custodian, unless paid by the person conducting the amusement, entertainment or exhibition. The applicant for a Certificate of Registration for such purpose shall furnish with the application therefor the name and address of the owner, lessee or custodian of the premises upon which the amusement is to be conducted, and such owner, lessee or custodian shall be notified by the Director of Finance of the issuance of such certificate and the joint liability for collection and remittance of such tax.

#### **188.07 RULES AND REGULATIONS.**

The Mayor or Finance Director shall have power to adopt rules and regulations not inconsistent with the terms of this chapter for carrying out and enforcing the payment, collection and remittance of the tax herein levied; and a copy of such rules and regulations shall be published as ordinance of the Municipality are published before they become effective, and copies shall be made available in the office of the Finance Director. Failure or refusal to comply with any such rules and regulations shall be deemed a violation of this chapter.

#### **188.08 APPEALS.**

Appeals from any ruling of any official hereunder shall be made to Council within ten days after such ruling has been made, and Council shall have the authority to annul, modify or affirm any such ruling appealed from, in conformity with the intent and purpose of this chapter.

#### **188.09 INFORMATION CONFIDENTIAL.**

All returns and information relating to the business of any person required to collect the tax imposed by this chapter and coming into the possession of the Finance Director, his/her agents and employees of the Municipality, shall be held confidential. No disclosures thereof shall be made unless ordered by a court of competent jurisdiction excepting, however, that the Director may furnish the Bureau of Internal Revenue, Treasury Department, of the United States, or the Department of Taxation of the State of Ohio with copies of returns filed.

#### **188.10 INTEREST ON UNPAID TAX.**

In addition to the interest as provided in Section 188.04, a penalty of ten percent per year or fraction thereof shall be imposed on any tax not paid when due. For good cause shown, the Finance Director may waive the penalty.

#### **188.11 TAXES MADE A LIEN.**

(a) The taxes and other charges imposed by this chapter shall be a lien upon all the property of any person required to collect and pay or to pay the same. If such person shall sell out or quit business, such person shall be required to make out the return provided for in this chapter within thirty (30) days after the date of sale of such business or retirement therefrom, and the successor in business shall be required to withhold a sufficient amount of purchase money to cover the amount of said taxes and other charges collected and unpaid, together with penalties, if any, until such time as the former owner shall produce receipt from the Treasurer showing that the taxes and any other charges have been paid, or a certificate that no taxes are due.

(b) If the purchaser of a business shall fail to withhold purchase money as above provided, and the taxes and other charges so collected shall be due and unpaid after the thirty-day period allowed, the purchaser shall be liable for the payment of the taxes and other charges collected and unpaid on account of the operation of the business by the former owner, together with interest, as provided by this chapter.

(c) The lien for unpaid taxes and other charges imposed herein shall not become effective until such time as the Finance Director certifies to the County Auditor of Franklin or Fairfield County the amount of taxes delinquent, and such certification is placed on record by the County Recorder of said county in a book maintained for that purpose.

#### **188.12 SEVERABILITY.**

If any sentence, clause, section or part of this chapter or any tax imposed as specified herein is found to be unconstitutional, illegal or invalid, such constitutionality, illegality or invalidity shall affect only such clause, sentence, section or part of this chapter, and shall not affect or impair any of the remaining provisions, sentences, clauses, sections or other parts of this chapter. It is hereby declared to be the intention of Council that this chapter would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

#### **188.13 DISBURSEMENT OF FUNDS COLLECTED.**

The funds collected under the provision of this Chapter shall be distributed in the following manner:

(a) First, such part thereof as shall be necessary to defray all expenses of collecting the tax and of administrating and enforcing the provisions of the Chapter shall be paid.

(b) The balance remaining after payment of the expenses referred to in subsection (a) hereof shall be deposited in the General Fund.

#### **188.99 PENALTY.**

(a) Whoever, being a person charged by the provisions of this chapter with the duty of collecting or paying the taxes imposed by this chapter, willfully fails or refuses to charge and collect or to pay such taxes, or to make return to the Director of Finance as required by this chapter, or to permit the Director or his duly authorized agent to examine his books and other records, in or upon any premises where the same are kept to the extent necessary to verify any return made or to ascertain and assess the tax imposed by this chapter if no return was made, or to maintain and keep his books and other records for three years or such lesser or greater time as may be permitted or required by the Director, is guilty of a minor misdemeanor for a first offense and for a second or other subsequent offense is guilty of a misdemeanor of the first degree.

(b) Whoever violates Section 188.09 is guilty of a misdemeanor of the first degree for each such violation and shall thereafter be disqualified from acting in any official capacity whatsoever in connection with the assessment or collection of taxes under this chapter.

SECTION 2. That all other provisions of Part 1 of the Codified Ordinances 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 (15) 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



## **Mayor's Report**

**May 7<sup>th</sup>, 2018**

### **Prescription Drug Take back Day update:**

The April 28<sup>th</sup> event took in more than 117 lbs of unwanted, unused prescription drugs. It was a typical drug take back day, 49 degrees with a 34 degree wind chill. Thanks to Deputy D'Amore, Bobbi Sumner and about six Community Watch personnel for helping take in our 2<sup>nd</sup> highest total ever.

### **Property Donation:**

The Ashbrook Village Home Owners Association is donating to the city, 1.799 acres of property located just South and East of the Washington Street vehicular bridge. The property will be used as part of the McGill Park construction and a connector to trails just west of Washington Street and to the covered Bridge and including the School grounds. As part of the deal, we will include this trail as part of phase I, or an early phase of the McGill Park construction project, if only one phase is necessary.

# COUNCIL UPDATE

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April 11, 2018

Finance Department  
Amanda Jackson, Finance Director

## **Project Status:**

***REMINDER:*** Financial Disclosure Forms must be filed with the Ohio Ethics Commission by **Tuesday, May 15, 2018.**

*March 2018 Financial Statements* – The financial statements and bank reconciliation for March 2018 are included in your packets. March was a strong month for us as our income tax collections were up from last month and we received the first half settlement of property taxes from the county auditors. Utility collections were slow this month but that is not unusual due the timing of our billing cycles. There were no unusual expenditure transactions in the month of March. Overall, fund balances are where I would expect them to be at this point in the year.

*2019 Tax Budget* – Work is continuing on the tax budget in preparation for the first Council meeting in June. I will be meeting with the Department heads and Mayor to get their needs and wants for the coming year to assist in this process.



# COUNCIL UPDATE

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May 2, 2018

Department of Public Service

Matthew C. Peoples, Director

## **Project Status:**

**Eagle Scout Project:** Jared Tomlinson is working on an Eagle Scout project at James Kelley Preserve that includes trail maintenance/relocation, graffiti removal, new trail markers, park map sign, and the installation of a set of stairs near the covered bridge. The steps and trail maintenance is complete and the rest of the items are being finalized. The map signage and trail markers were items identified as needs in the recently adopted parks master plan and we have developed standards with this project to be used in the rest of the parks.

**Westchester Park Shelter House:** We included funding for the Westchester Park shelter house in the 2018 budget but found that we did not have enough allocated and decided to apply for a NatureWorks grant to complete improvements from the approved plan including; shelter house, expanded parking, trail completion, access paths and site amenities. We are working with OHM on the grant application and will require a public meeting as part of that process.

**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.

**McGill Park:** We continue to work 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.

**Gender IV OPWC Project:** The utility companies are nearly complete with relocations and the contractor has begun some preliminary work to begin on the waterline installation.

**2018 Street Capital Improvement Program:** We had the pre-construction meeting May, 1 and the contractor is hoping to get started the week of May, 7.

**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.

**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



April 2, 2018

Construction Services Department  
Bill Sims, Administrator

**ACTION NEEDED BY COUNCIL:** None at this time.

## **Capital Improvement Projects**

2018 Street Program: Preconstruction meeting conducted 5/1. Concrete work to begin week of 5/7. Paving scheduled to begin week of June 2.

Gender Rd. Ph. 4: Preconstruction Meeting conducted 4/23. Strawser paving to begin waterline work the week of 5/14. Utility companies wrapping up relocations.

## **Private Development Projects**

Canal Cove Sec. 5: Westport Homes. Roadwork resumed 5/4.

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. Building work resumed week of 4/23.

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

Winchester Ridge Phase 3: Sanitary sewer installation complete. Waterline extension from Diley Rd. under construction..

Villages At Westchester Sec. 10-2 & 9-1: Preconstruction Meeting conducted 2/8/18. Utility work underway. Earthmoving resumed week of 4/30.

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

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. Staging for roadway bore at Amanda Northern Rd

# COUNCIL UPDATE



May 4, 2018

Development Department

Lucas Haire, Director

## **Development Report**

- BrewDog is nearing completion of their kitchen renovations. They will have a new menu for the summer with the expanded capacity of their kitchen. The hotel remains under construction with completion and opening scheduled in August.
- Autozone is under construction on Gender Road.
- Heavenly Treats Bakery is now undergoing a renovation of the former flower shop on W. Waterloo Street.

## **New Businesses**

- The Canal Winchester High School addition work will be beginning very soon. This summer will see underground utility work and parking lot work taking place. Actual building additions will not take place until late this year and next year.
- Middletown Farms, a planned residential development at Lithopolis and Oregon Road has submitted revised plans and will be on Planning & Zoning Commission's agenda on May 14.
- I will be traveling to Japan with Columbus 2020, our regional economic development partners on a business development mission from May 11 to May 18.