

Canal Winchester

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



Meeting Agenda

November 5, 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

B. Roll Call

C. Also In Attendance

Matt Peoples, Lucas Haire

D. Request for Council Action

E. Reports

Matt Peoples -

Lucas Haire -

F. Items for Discussion

[RES-17-018](#)

Public Service

A Resolution To Authorize Filing Application For Financial Assistance Under The Land And Water Conservation Fund (**[Resolution](#)**)

- Request to move to full Council

[ORD-18-038](#)

Public Service

An Ordinance To Authorize The Mayor To Enter Into An Amended And Restated Joint Self-Insurance Agreement With The Central Ohio Health Care Consortium For The Provision Of Healthcare Benefits For City Officers And Employees (**[Ordinance](#)**)

- Request to move to full Council

[ORD-18-039](#)

Finance

An Ordinance To Authorize The Mayor To Enter Into A Health Services Contract With Franklin County Public Health (**[Ordinance, 2019 Contract](#)**)

- Request to move to full Council

[ORD-18-040](#)

Finance

An Ordinance To Make Final Appropriations For Current Expenses And Other Expenditures Of The City Of Canal Winchester, State Of Ohio, During Fiscal Year Ending December 31, 2019 (**[Ordinance](#)**)

- Request to move to full Council

[ORD-18-041](#)

Development

An Ordinance To Authorize The Mayor To Enter Into A Real Estate Purchase Agreement For The Purchase Of Approximately 110.77 Acres Located On Bixby Road, Canal Winchester, Ohio Owned By Willis M. Alspach, Trustee Of Willis M. Alspach Revocable Living Trust, Joan A. Alspach, Trustee Of Joan A. Alspach Revocable Living Trust, And David Benjamin Alspach And Declaring An Emergency (**[Ordinance, Purchase Contract](#)**)

- Request to move to full Council

[ORD-18-042](#)

Finance

An Ordinance To Amend The 2018 Appropriations Ordinance 17-049, Amendment #5 ([Ordinance, Appropriations Amend Memo 5](#))

- Request to move to full Council

[ORD-18-043](#)

Development

An Ordinance Authorizing The Mayor And Clerk To Accept And Execute The Plat Of Trillium Avenue And Declaring An Emergency ([Ordinance, Trillium Ave Plat](#))

- Request to move to full Council

G. Old/New Business

H. Adjournment

RESOLUTION NO. 18-018

A RESOLUTION TO AUTHORIZE FILING APPLICATION FOR FINANCIAL ASSISTANCE UNDER THE LAND AND WATER CONSERVATION FUND

WHEREAS, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes through the federal Land and Water Conservation Fund; and,

WHEREAS, the City of Canal Winchester desires financial assistance under the Land and Water Conservation Fund.

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

Section 1. That the Council of the City of Canal Winchester approves filing this application for financial assistance.

Section 2. That the Mayor or designee is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

Section 3: That the City of Canal Winchester does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Land and Water Conservation Fund.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

ORDINANCE NO. 18-038

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AMENDED AND RESTATED JOINT SELF-INSURANCE AGREEMENT WITH THE CENTRAL OHIO HEALTH CARE CONSORTIUM FOR THE PROVISION OF HEALTHCARE BENEFITS FOR CITY OFFICERS AND EMPLOYEES

WHEREAS, the City previously entered into a joint self-insurance agreement with the Central Ohio Health Care Consortium effective January 1, 1992, and established a joint self-insurance program to provide health care benefits for its officers and employees; and,

WHEREAS, based on the recommendation of the Director of Public Service, Council hereby finds and determines it is in the best interest to further extend the term of the amended agreement; and,

WHEREAS, the term of the amended and restated agreement shall be January 1, 2019 through December 31, 2021.

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

Section 1. That the Mayor or designee be, and hereby is, authorized and directed to enter into the Amended and Restated Joint Self-Insurance Agreement with the Central Ohio Health Care Consortium, hereby attached as Exhibit 1.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

ORDINANCE NO. 18-039

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A HEALTH SERVICES CONTRACT WITH FRANKLIN COUNTY PUBLIC HEALTH

WHEREAS, Council hereby finds and determines that it is in the best interest of Canal Winchester to enter into a contract with Franklin County Public Health to provide health services to the municipality as required of a City; and,

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of Canal Winchester with Franklin County Public Health for health services to the municipality for the period beginning January 1, 2019 through December 31, 2019 as detailed in Exhibit A and incorporated herein by reference.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

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

Finance Director/Clerk of Council



October 12, 2018

Mayor Michael Ebert

The City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, OH 43110

Mayor Ebert:

On behalf of the Franklin County Board of Health, I would like to thank you for your commitment to a safe and healthy community. In addition to our public health services, Franklin County Public Health staff worked this year with community partners to create our 2018-2020 Community Health Improvement Plan. We invite you to review the plan and consider engaging with us as we work to implement the strategies and activities of the plan.

Our day to day work of preventing disease, promoting healthy living and protecting against public health threats continues to grow as your community grows. As we move toward, Franklin County Public Health is requesting a per capita rate of \$8.61 for public health services in 2019. Based on the per capita rate and latest MORPC population estimate of 8,671, the cost of your 2019 contract will be \$74,657.31.

Enclosed are two original contracts for your signature. Please sign and return both to the attention of Alycia Burkitt. A fully executed contract will be returned to your office. If you need further assistance or have questions, please call me at (614) 525-4722 or our Director of Financial and Business Operations, John Wolf, at (614) 525-3938. As always, we are willing to attend any city council, committee or administration meetings to answer questions.

We look forward to continuing our collaboration and partnership in 2019.

Sincerely,

Joe Mazzola, MPA
Health Commissioner

Enclosures

cc: John Wolf, Director of Finance and Business Operations
File

	Per Capita	Total Contract
2018	\$8.28	\$65,569.32
2017	\$7.89	\$61,147.50
2016	\$7.51	\$55,494.58
2015	\$7.16	\$52,471.74

2018 to 2019
 * \$9,087.99 or 14% increase
 * \$6,474.72 due to pop. increase
 * \$2,613.27 due to per capita increase

CONTRACT
Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF CANAL WINCHESTER

This contract entered into by and between the City of Canal Winchester (hereafter referred to as "City"), with its principal address being 36 South High Street, Canal Winchester, OH, 43110, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2019 Public Health Services under the approval of Resolution No.18-105 dated September 12, 2018.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 22, 2018, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

SECTION 1 – SERVICES

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall

include enforcement of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 2 – TERM

Said public health services shall be furnished beginning January 1, 2019 and ending December 31, 2019 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3 – COMMUNICATION

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.61.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2019 and 50% of the total contract amount in June 2019 through the

process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor. The sum for 2019 shall not exceed \$74,657.31, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

The City, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 6 – APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance _____ dated _____.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF CANAL WINCHESTER, OHIO

Mayor Michael Ebert Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Canal Winchester, Ohio

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

FISCAL OFFICER
City of Canal Winchester, Ohio

DATE

**EXHIBIT A
SCOPE OF WORK**

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2019 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

List of Functions, Programs and Services
Administrative Services:
Administration
Budget, Accounts Payable, Accounts Receivable
Communication & Marketing
Grant Writing & Management
Records Management
Reports - Financial & Statistical
Data Services:
Community Health Assessment
Health Data
Environmental Health:
Food Service Operation Licensing, Inspection & Education
Healthy Homes (Lead, Radon) Inspection & Education
Mosquito Control Services & Education
Nuisance & Vector Control Enforcement & Education
Plumbing & Medical Gas Inspections
Public Swimming Pool & Spa Licensing, Inspection & Education
Rabies Surveillance - Animal bite investigation and follow up
Retail Food Establishment Licensing, Inspection & Education
School Facilities Inspection & Education
Sewage Treatment System Permitting, Inspection & Education
Smoke Free Workplace Enforcement & Education
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement
Tattoo & Body Piercing Permitting, Enforcement & Inspection
Temporary Park Camp Licensing, Enforcement & Inspection
Water Quality Permitting, Testing & Education
Emergency Preparedness:
Community Outreach and Education
Injury Prevention/Opiate Crisis Programs & Education

Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Health Promotion:
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
Health Systems & Planning:
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Occupational Health:
Immunizations and screenings - Fee for Service
Maternal & Child Health:
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

ORDINANCE No. 18-040

2019 APPROPRIATIONS ORDINANCE

City of Canal Winchester

(Revised Code Sec. 5705.38)

An ORDINANCE to make final appropriations for Current Expenses and other Expenditures of the City of Canal Winchester State of Ohio, during the fiscal year ending December 31, 2019.

SECTION 1. BE IT RESOLVED by the Council of the City of Canal Winchester, State of Ohio, that, to provide for the current expenses and other expenditures of the said City of Canal Winchester, during the fiscal year ending December 31, 2019, the following sums be and they are hereby set aside and appropriated as follows, viz:

SECTION 2. That there be appropriated from the GENERAL FUND:

Sheriff	100-100		
Operating Expenses		\$ 1,182,000.00	
Capital Outlay		\$ 45,000.00	
Total Sheriff			\$ 1,227,000.00
County Health Department	100-200		
Operating Expenses		\$ 83,500.00	
Total County Health Department			\$ 83,500.00
Human Services	100-201		
Operating Expenses		\$ 63,100.00	
Total Human Services			\$ 63,100.00
Cemetery:	100-202		
Operating Expenses		\$ 1,000.00	
Total Cemetery			\$ 1,000.00
Community Center	100-300		
Personal Services		\$ 80,750.00	
Operating Expenses		\$ 18,250.00	
Capital Outlay		\$ 3,000.00	
Total Community Center			\$ 102,000.00
Parks	100-301		
Personal Services		\$ 234,000.00	
Operating Expenses		\$ 43,400.00	
Capital Outlay		\$ 155,000.00	
Total Parks			\$ 432,400.00
Swimming Pool	100-302		
Operating Expenses		\$ 163,000.00	
Capital Outlay		\$ 18,000.00	
Total Swimming Pool			\$ 181,000.00
Development	100-400		
Personal Services		\$ 320,100.00	
Operating Expenses		\$ 254,200.00	
Capital Outlay		\$ 2,500.00	
Total Development			\$ 576,800.00
Urban Forester	100-410		
Personal Services		\$ 187,350.00	
Operating Expenses		\$ 39,000.00	
Capital Outlay		\$ 41,000.00	
Total Urban Forester			\$ 267,350.00
Mayor	100-500		
Personal Services		\$ 193,150.00	
Operating Expenses		\$ 127,000.00	

Capital Outlay		\$ 1,500.00	
Total Mayor			\$ 321,650.00
Council	100-501		
Personal Services		\$ 132,000.00	
Operating Expenses		\$ 35,950.00	
Capital Outlay		\$ 1,500.00	
Total Council			\$ 169,450.00
Mayor's Court	100-510		
Personal Services		\$ 85,825.00	
Operating Expenses		\$ 18,200.00	
Capital Outlay		\$ 1,000.00	
Total Mayor's Court			\$ 105,025.00
Finance	100-520		
Personal Services		\$ 232,600.00	
Operating Expenses		\$ 66,050.00	
Capital Outlay		\$ 1,400.00	
Total Finance			\$ 300,050.00
Human Resources	100-521		
Personal Services		\$ 65,900.00	
Operating Expenses		\$ 8,800.00	
Capital Outlay		\$ 1,000.00	
Total Human Resources			\$ 75,700.00
Public Service	100-530		
Personal Services		\$ 92,500.00	
Operating Expenses		\$ 22,000.00	
Capital Outlay		\$ 25,000.00	
Total Public Service			\$ 139,500.00
Public Service - Fleet	100-531		
Operating Expenses		\$ 30,000.00	
Capital Outlay		\$ 5,000.00	
Total Public Service - Fleet			\$ 35,000.00
Lands and Buildings	100-540		
Personal Services		\$ 167,700.00	
Operating Expenses		\$ 158,500.00	
Utilities		\$ 280,000.00	
Capital Outlay		\$ 100,000.00	
Total Lands and Building			\$ 706,200.00
Community Affairs	100-550		
Personal Services		\$ 82,175.00	
Operating Expenses		\$ 8,450.00	
Capital Outlay		\$ 1,000.00	
Total Community Affairs			\$ 91,625.00
Community Affairs - Events	100-551		
Operating Expenses		\$ 21,000.00	
Capital Outlay		\$ 1,300.00	
Total Community Affairs - Events			\$ 22,300.00
Information Technology	100-560		
Personal Services		\$ 137,600.00	
Operating Expenses		\$ 28,500.00	
Capital Outlay		\$ 3,000.00	
Total Information Technology			\$ 169,100.00
Administration	100-570		
Operating Expenses		\$ 1,270,100.00	
Transfers/Advances		\$ 1,059,250.00	
Total Administration			\$ 2,329,350.00

Construction Services	100-600		
Personal Services		\$ 179,600.00	
Operating Expenses		\$ 378,000.00	
Capital Outlay		\$ 761,000.00	
Total Construction Services			\$ 1,318,600.00
Streets - Maintenance	100-603		
Operating Expenses		\$ 25,000.00	
Capital Outlay		\$ 35,000.00	
Total Streets - Maintenance			\$ 60,000.00

GRAND TOTAL GENERAL FUND APPROPRIATION:

\$ 8,777,700.00

SECTION 3. That there be appropriated from the following SPECIAL REVENUE FUNDS:

STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND

Office	200-601		
Personal Services		\$ 235,550.00	
Operating Expenses		\$ 4,250.00	
Capital Outlay		\$ 4,000.00	
Total Office			\$ 243,800.00
Fleet	200-602		
Operating Expenses		\$ 129,000.00	
Capital Outlay		\$ 7,000.00	
Total Fleet			\$ 136,000.00
Streets - Maintenance	200-603		
Operating Expenses		\$ 34,500.00	
Capital Outlay		\$ 15,000.00	
Total Streets - Maintenance			\$ 49,500.00
Snow and Ice Removal	200-604		
Operating Expenses		\$ 35,000.00	
Total Snow and Ice Removal			\$ 35,000.00
Total for Street Construction, Maintenance and Repair Fund			\$ 464,300.00

STATE HIGHWAY IMPROVEMENT FUND

Streets - Maintenance	201-603		
Operating Expenses		\$ 23,000.00	
Capital Outlay		\$ 5,000.00	
Total for State Highway Improvement Fund			\$ 28,000.00

MAYOR'S COURT TECHNOLOGICAL FUND A

Mayor's Court	202-510		
Operating Expenses		\$ 2,300.00	
Capital Outlay		\$ 1,500.00	
Total Mayor's Court Technological Fund A			\$ 3,800.00

MAYOR'S COURT TECHNOLOGICAL FUND B

Mayor's Court	203-510		
Operating Expenses		\$ 3,000.00	
Total Mayor's Court Technological Fund B			\$ 3,000.00

PERMISSIVE TAX FUND

Streets - Maintenance	204-603		
Operating Expenses		\$ 59,650.00	
Total Permissive Tax Fund			\$ 59,650.00

BED TAX GRANT FUND			
Council	205-501		
Operating Expenses		\$ 35,000.00	
Total Council			\$ 35,000.00
Administration	205-570		
Operating Expenses		\$ 35,000.00	
Total Administration			\$ 35,000.00
Total Bed Tax Grant Fund			\$ 70,000.00
BWC GRANT FUND			
Human Resources	207-521		
Operating Expenses		\$ -	
Total BWC Grant Fund			\$ -
DILEY RD PITIE FUND			
Administration	209-570		
Operating Expenses		\$ 4,500.00	
Total Diley Rd PITIE Fund			\$ 4,500.00
GENDER RD TIF FUND			
Administration	210-570		
Operating Expenses		\$ 84,000.00	
Total Gender Rd TIF Fund			\$ 84,000.00
CEMETERY FUND			
Public Health	211-200		
Operating Expenses		\$ -	
Total Cemetery Fund			\$ -
<u>GRAND TOTAL SPECIAL REVENUE FUND APPROPRIATION</u>			<u>\$ 717,250.00</u>
SECTION 4. That there be appropriated from the following DEBT SERVICE FUNDS:			
General Obligation Bond Fund	300-571		
Principal		\$ 944,500.00	
Interest		\$ 114,750.00	
Total General Obligation Bond Fund			\$ 1,059,250.00
<u>GRAND TOTAL DEBT SERVICE FUND APPROPRIATIONS</u>			<u>\$ 1,059,250.00</u>
SECTION 5. That there be appropriated from the following CAPITAL PROJECT FUNDS:			
CAPITAL IMPROVEMENTS FUND			
Capital Improvements	400-700		
Capital Outlay		\$ 180,000.00	
Total Capital Improvements Fund			\$ 180,000.00
ISSUE 2/CDBG GRANTS FUND			
Construction Services	401-600		
Capital Outlay		\$ -	
Total Capital Project Fund			\$ -
<u>GRAND TOTAL CAPITAL PROJECT FUND APPROPRIATIONS</u>			<u>\$ 180,000.00</u>

SECTION 6. That there be appropriated from the following ENTERPRISE FUNDS:

WATER FUND			
Administration	500-800		
Personal Services		\$ 494,575.00	
Operating Expenses		\$ 290,925.00	
Capital Outlay		\$ 9,000.00	
Total Administration			\$ 794,500.00
Plant	500-801		
Operating Expenses		\$ 322,500.00	
Capital Outlay		\$ 75,000.00	
Total Plant			\$ 397,500.00
Distribution	500-802		
Operating Expenses		\$ 286,500.00	
Capital Outlay		\$ 110,000.00	
Total Distribution			\$ 396,500.00
Total Water Fund			\$ 1,588,500.00
WATER CONNECTION FUND			
Administration	501-800		
Operating Expenses		\$ 84,750.00	
Total Administration			\$ 84,750.00
Connections	501-803		
Operating Expenses		\$ 113,000.00	
Capital Outlay		\$ 200,000.00	
Total Connections			\$ 313,000.00
Total Water Connection Fund			\$ 397,750.00
SANITARY SEWER FUND			
Administration	510-810		
Personal Services		\$ 512,675.00	
Operating Expenses		\$ 487,550.00	
Capital Outlay		\$ 8,500.00	
Total Administration			\$ 1,008,725.00
Plant	510-811		
Operating Expenses		\$ 399,000.00	
Capital Outlay		\$ 135,925.00	
Total Plant			\$ 534,925.00
Collection	510-812		
Operating Expenses		\$ 159,000.00	
Capital Outlay		\$ 100,000.00	
Total Collection			\$ 259,000.00
Total Sanitary Sewer Fund			\$ 1,802,650.00
SEWER CONNECTION FUND			
Administration	511-810		
Operating Expenses		\$ -	
Total Administration			\$ -
Connections	511-813		
Operating Expenses		\$ 350,000.00	
Capital Outlay		\$ 150,000.00	

Total Connections \$ 500,000.00

Total Sewer Connection Fund \$ 500,000.00

STORMWATER FUND

Administration	520-820		
Personal Services		\$ 110,000.00	
Operating Expenses		\$ 23,175.00	
Capital Outlay		\$ 1,300.00	
Total Administration			\$ 134,475.00

Operation	520-821		
Operating Expenses		\$ 87,675.00	
Capital Outlay		\$ 25,000.00	
Total Operation			\$ 112,675.00

Total Stormwater Fund \$ 247,150.00

GRAND TOTAL ENTERPRISE FUNDS APPROPRIATIONS \$ 4,536,050.00

TOTAL ALL APPROPRIATIONS \$ 15,270,250.00

And the Finance Director is hereby authorized to draw warrants of the City for payment from any of the forgoing appropriations upon receiving proper certification and vouchers therefore, approved by the board of officers authorized by law to approve the same, or an ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for the purposes other than those covered by other specific appropriations herein made.

SECTION 9. This ordinance shall take effect at the earliest period allowed by law.

Passed _____
President of Council

Attest _____
Clerk of Council/Finance Director Mayor

CERTIFICATE

Section 5705.39 R.C. - "No appropriation measure shall become effective until the county auditor files with the appropriate authority....a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority of certified copy of the appropriation measure...."

The State of Ohio, Franklin County, ss.

I, Amanda Jackson, Clerk of the City of Canal Winchester in said County, and in whose custody the Files, Journals and Records are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Final Appropriation Ordinance is taken and copied from the original Ordinance now on file with said City, that the forgoing Ordinance has been compared by me with the said original and that the same is true and correct copy thereof

Witness my signature, this _____ day of _____.

Clerk of the City of Canal Winchester

Franklin County, Ohio

ORDINANCE NO. 18-041

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE PURCHASE OF APPROXIMATELY 110.77 ACRES LOCATED ON BIXBY ROAD, CANAL WINCHESTER, OHIO OWNED BY WILLIS M. ALSPACH, TRUSTEE OF WILLIS M. ALSPACH REVOCABLE LIVING TRUST, JOAN A. ALSPACH, TRUSTEE OF JOAN A. ALSPACH REVOCABLE LIVING TRUST, AND DAVID BENJAMIN ALSPACH AND DECLARING AN EMERGENCY

WHEREAS, Council hereby finds and determines it is in the best interest of the City of Canal Winchester to enter into an agreement for the purchase of the property located on Bixby Road, Canal Winchester, Ohio, Franklin County (PID 181-000026, 181-000159, 181-000828, 181-000879, and 181-000954) owned by Willis M. Alspach, Trustee of the Willis M. Alspach Revocable Living Trust, Joan A. Alspach, Trustee of the Joan A. Alspach Revocable Living Trust, and David Benjamin Alspach; and

WHEREAS, the parties have reached an agreement on price and closing conditions;

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

Section 1. That the Mayor be and hereby is authorized and directed to enter into a real estate purchase agreement, in a form substantially similar to the Exhibit A, on behalf of the City of Canal Winchester for the purchase of real property located on Bixby Road, Canal Winchester, Ohio, Franklin County (PID 181-000026, 181-000159, 181-000828, 181-000879, and 181-000954) as fully described in said agreement, in the amount of \$941,000.00.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase agreement and the need to immediately begin preparations for the transfer of the land WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the “Agreement”) is entered into as of the last date of execution on the signature page below (“Effective Date”) by and between Willis M. Alspach, Trustee of the Willis M. Alspach Revocable Living Trust dated March 2, 2012, Joan A. Alspach, Trustee of the Joan A. Alspach Revocable Living Trust dated March 2, 2012, having a mailing address at 12505 Village Circle Drive, #532E, St. Louis, Missouri 63127, and David Benjamin Alspach, an individual, having a mailing address at 13 Treadlands, Beaufort, SC 29906 (collectively, the “Seller”), and City of Canal Winchester, Ohio, an Ohio municipal corporation, or its assigns, having a mailing address at 36 South High Street, Canal Winchester, Ohio 43110 (the “Buyer”). The Buyer and Seller may be sometimes collectively referred to hereafter as the “parties.”

RECITALS

- A. Seller is the owner of certain land described more particularly in Section 1 below.
- B. Seller desires to sell the Property and Buyer desires to purchase the Property all on the terms and subject to the conditions set forth herein;

WHEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for good and other valuable consideration, the parties agree as follows:

1. The Property. Upon and subject to the terms and conditions herein set forth, the Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase and acquire from the Seller, approximately 110.77 acres identified as Franklin County, Ohio Parcel Numbers 181-000026, 181-000159, 184-000828, 184-000879 and 184-000954, as more particularly described on Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference, together with all appurtenances, hereditaments, rights and privileges belonging to or in any way appertaining thereto, unless objected to by Buyer under the terms hereof (collectively, the “Property”).

2. Purchase Price. The purchase price (“Purchase Price”) for the Property shall equal Nine Hundred Forty-One Thousand Dollars (\$941,000.00) payable in immediately federal funds at the Closing (as defined in Section 4 below), subject to the debits and credits expressly provided for in this Agreement.

3. Deposit. Buyer shall deliver to the Escrow Agent (as that term is defined in Section 4 below) within three (3) business days after the Effective Date, an earnest money deposit in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (the “Deposit”), which will be applied against the Purchase Price at Closing, unless otherwise disbursed in accordance with the terms of this Agreement.

4. Escrow and Closing. AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 shall serve as both the escrow agent (“Escrow Agent”) and the title agent issuing the Title Commitment (as that term is defined in Section 6 below). The “Opening of

Escrow” shall be that date on which a fully executed copy of this Agreement, along with the Deposit, are deposited with the Escrow Agent. Provided this Agreement has not been terminated in accordance with its terms, the “Close of Escrow” or “Closing” of this Agreement shall take place in the office of the Escrow Agent thirty (30) days after Buyer’s delivery of a Closing Notice (as defined in Section 5(e) below).

5. Review. Buyer shall have a period (the “Review Period”) commencing on the date the Title Commitment is received by Buyer and expiring one hundred eighty (180) days thereafter, within which to determine, in its sole and absolute discretion, whether the Property is suitable to Buyer. The Buyer and Seller agree as follows regarding the Review Period:

(a) During the Review Period, except for farming leases entered into in the ordinary course of business that, prior to Closing, Seller must terminate with respect to the Property on no more than fifteen (15) days’ notice at the request of Buyer, or that, after Closing, are terminable by Buyer with respect to the Property at no cost to Buyer on no more than fifteen (15) days’ notice (“Permitted Farming Leases”), the Seller shall create no encumbrances against the Property without the prior written consent of the Buyer, which consent may be withheld at Buyer’s sole and absolute discretion.

(b) Within two (2) business days after the Effective Date, Seller shall provide Buyer with copies of any of the following in its possession or control in any way relating to the Property, including but not necessarily limited to: (i) any and all engineering, physical condition, soils, geological, environmental reports or studies and any other kinds of inspection reports or studies that specifically cover all or part of the Property; (ii) any existing surveys that include all or part of the Property; and (iii) any leases, service contracts or other kinds of contracts affecting the Property (collectively “Property Materials”). The Property Materials will be delivered “as is” for informational purposes only, without representation or warranty from Seller. In particular, Seller shall not be deemed to have made any representations or warranties regarding the completeness, accuracy or quality of the Property Materials or the competence of the preparer of the Property Materials. Seller shall have no obligations to Buyer with respect to the Property Materials, and Buyer shall have no right to rely on the Property Materials.

(c) During the Review Period, Buyer and its authorized agents, affiliates, employees and contractors may enter upon the Property at its and their sole risk and expense for the purpose of conducting development, engineering, economic and other studies, and physical, soils, geological, environmental, and other inspections of the Property to determine the condition of the Property. Buyer shall not alter or damage the Property in any manner and shall promptly restore the Property substantially to its original condition if any such damage does occur.

(d) During the Review Period, Buyer shall satisfy any objections that it may have relating to title to the Property, all as set forth more particularly in Section 6 below.

(e) During the Review Period, Buyer shall seek to obtain all governmental approvals of whatever nature or kind in connection with the intended development of the Property, including without limitation, those relating to the approval of this Agreement and the transaction contemplated hereunder by the Canal Winchester City Council, zoning approvals, annexation

approvals, approvals for the creation of a Community Reinvestment Area that includes the Property, any associated other governmental approvals, including, without limitation, any governmental incentive agreements, any approvals in connection with the installation of utilities required to service the Property, and any approvals in connection with any off-site roadway or infrastructure improvements required to service the Property (collectively, all of the foregoing being referred to as the "Governmental Approvals"). Obtaining the requisite Governmental Approvals shall also include Buyer's determination, to its satisfaction, of the availability of all utilities required to service the Property. If the requisite Governmental Approvals are not so obtained during the Review Period, or if Buyer determines for any reason or no reason that the Property is not suitable for its intended development, then this Agreement shall terminate, and in the event of a termination, the Deposit shall be released by the Escrow Agent and returned to Buyer, unless the parties agree to an extension of the Review Period, or unless Buyer elects to waive the issuance of the Governmental Approvals prior to the expiration of the Review Period. If the Buyer does not elect to waive the issuance of the Governmental Approvals, or otherwise terminates this Agreement in accordance with this Section 5, then upon the release of the Deposit to Buyer, neither Seller nor Buyer shall have any further obligations or liabilities under this Agreement, except as expressly set forth herein. Any references in this Agreement to the "Review Period" shall also include the Review Period as extended hereunder. Buyer's obtaining all Governmental Approvals and satisfying its other contingencies under this Section 5 and elsewhere in this Agreement shall be determined by Buyer in its sole and absolute discretion and shall be evidenced, if at all, by Buyer's sending Seller a notice ("Closing Notice") that all Governmental Approvals have been obtained or waived and all other contingencies have been satisfied. Buyer's failure to deliver a Closing Notice prior to the expiration of the Review Period shall be a deemed notice of termination of this Agreement to Seller, in which event the Deposit shall be released by the Escrow Agent and returned to Buyer, and thereafter neither Buyer nor Seller shall have any further obligations or liabilities under this Agreement, except as expressly set forth herein.

(f) Buyer shall prepare the necessary applications to obtain all required Governmental Approvals, and Seller shall have the right to approve all of same prior to submission to the applicable governmental authorities, which approval shall not be unreasonably withheld, delayed or conditioned. All fees and expenses related to the required Governmental Approvals shall be paid by the Buyer. Buyer shall be responsible for prosecuting the Governmental Approvals, but because the Seller will be the fee title owner of the Property during the pendency of the application for the Governmental Approvals, Seller agrees to execute all necessary governmental applications related thereto. After any application for any Governmental Approvals has been executed by the Seller, Seller agrees to not amend, modify or withdraw any filed application for any Governmental Approvals without the Buyer's prior written approval; provided however, the foregoing shall not apply at any time after Buyer terminates this Agreement pursuant to the terms hereof.

(g) Seller agrees to work cooperatively together with the Buyer in meeting with the applicable governmental authorities to assist Buyer in obtaining any Governmental Approvals. In this respect, Seller will execute all necessary applications as required by Section 5(f) above, make a good faith effort to attend meetings or hearings if requested by Buyer and support Buyer in Buyer's efforts to obtain any approvals as described above. Buyer shall make all presentations

before any boards or at any meetings on behalf of Seller and Seller shall have no duties of presentation.

(h) In the event the portion of the Property identified as Franklin County Parcel Numbers 181-000159 and 181-000026 (the “Annexed Property”) is annexed into the City of Canal Winchester, and the purchase and sale of the Property contemplated by this Agreement fails to close due to Buyer’s termination of this Agreement in accordance with the terms hereof or due to Buyer’s default hereunder beyond any applicable notice and cure period, then Buyer, at no cost to Seller, will de-annex the Annexed Property and return it to the jurisdiction of Madison Township and otherwise cause the Property to be returned to its original status with respect to Governmental Approvals.

(i) Buyer’s investigations and other activities as set forth in this Section 5 shall in all events be completed at Buyer’s sole cost and expense. Upon completion of any such investigation or other due diligence, Buyer shall deliver a copy of any third-party reports related to such investigation and/or due diligence to Seller

6. Title Commitment and Survey. [NEED TO DISCUSS MINERAL INTEREST ISSUES – HAVE THERE BEEN PREVIOUS TRANSFERS OF MINERAL INERESTS?]

(a) Title Commitment. Within twenty (20) days of the Effective Date, Escrow Agent, at Seller’s expense, shall provide Buyer and Seller with a preliminary title insurance commitment with legible copies of all underlying documents and title matters affecting the Property (the “Title Commitment”). The Title Commitment shall be issued by the Escrow Agent as an agent for a nationally recognized title insurance company (the “Title Company”) and shall be accompanied by a closing protection letter issued by the Title Company. No later than sixty (60) days after Buyer’s receipt of the Title Commitment, Buyer shall notify Seller in writing (the “Title Objection Notice”) of any objections to the matters contained in the Title Commitment. The Title Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. Seller shall have ten (10) business days after receipt of Buyer’s Title Objection Notice within which to advise Buyer in writing (“Seller’s Title Notice”) regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller’s proposed methods to cure same. Failure by Seller to timely provide the Seller’s Title Notice shall be a deemed Seller’s Title Notice to Buyer that Seller is unwilling to attempt to cure Buyer’s objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller’s Title Notice to either:

- (i) send a notice (“Buyer’s Title Acceptance Notice”) to Seller waiving any matters set forth in its Title Objection Notice; or,
- (ii) elect not to submit a Buyer’s Title Acceptance Notice and Buyer shall be deemed to have accepted such exceptions to title; or,
- (iii) send a termination notice to Seller terminating this Agreement.

Sending the Buyer's Title Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Title Acceptance Notice and later terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(b) Survey. Buyer, at Buyer's expense, shall order an ALTA survey of the Property (the "Survey") for Buyer's review. No later than sixty (60) days after Buyer's receipt of the Survey, Buyer shall notify Seller in writing (the "Survey Objection Notice") of any objections to the matters contained in the Survey. The Survey Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. The Survey Objection Notice shall also contain a copy of the Survey that is the subject of the objection. Seller shall have ten (10) business days after receipt of Buyer's Survey Objection Notice within which to advise Buyer in writing ("Seller's Survey Notice") regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller's proposed methods to cure same. Failure by Seller to timely provide the Seller's Survey Notice shall be a deemed Seller's Survey Notice to Buyer that Seller is unwilling to attempt to cure Buyer's objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller's Survey Notice to either:

- (i) send a notice ("Buyer's Survey Acceptance Notice") to Seller waiving any matters set forth in its Survey Objection Notice; or,
- (ii) elect not to submit a Buyer's Survey Acceptance Notice and Buyer shall be deemed to have accepted such objections to the Survey; or,
- (iii) send a termination notice to Seller terminating this Agreement.

If the Buyer causes a Survey to be undertaken and subsequently terminates this Agreement, Buyer agrees to deliver a copy of the Survey to Seller. Sending the Buyer's Survey Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Survey Acceptance Notice and later terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(c) Permitted Exceptions. The exceptions to title and survey that are resolved pursuant to the above process relating to the Title Commitment and Survey (collectively the "Permitted Exceptions") shall be attached to the transferrable and recordable limited warranty deed (the "Deed") and the Property shall be conveyed to the Buyer at the Closing, unless this Agreement is otherwise terminated, only with those Permitted Exceptions. In no event shall any of the Permitted Exceptions include any mortgages or other financial liens encumbering the Property, all of which shall be paid from the Seller's proceeds at Closing. At Closing, Seller shall sign and deliver to the Escrow Agent the Title Company's standard seller's affidavit, and Escrow Agent shall remove all of the preprinted Schedule B Section II exceptions identified in the Title Commitment that can be removed with Seller's delivery of such affidavit. The preprinted exception for matters contained in any survey shall be limited those matters shown on the Survey.

7. Seller's Conduct Prior to Closing.

Between the Effective Date and the Closing, Seller shall not, without Buyer's written consent: (a) transfer, sell, assign, lease (except for Permitted Farming Leases) or otherwise convey the Property or any interest therein, except as a result of condemnation proceedings in which event the provisions set forth in Section 15 of this Agreement shall apply; (b) grant, modify, create, assume or permit to exist any new mortgage, lien, encumbrance, easement, covenant, condition, right of way or restriction upon the Property or voluntarily take or permit any action adversely affecting title to the Property as it exists on the date of this Agreement unless permitted by this Agreement; (c) materially alter or change the condition or status of the Property.

8. Title Insurance; Deed. At the Close of Escrow, Escrow Agent shall deliver to Buyer a proforma title policy (the "Title Policy") issued pursuant to the Title Commitment as finalized pursuant to Section 6 above, containing only the Permitted Exceptions established under the terms of this Agreement committing the Title Company to issue within a reasonable time after the Close of Escrow, at Seller's expense, the Title Policy insuring title to the Property to Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions. At Close of Escrow, Seller shall deliver to Buyer for recordation by Escrow Agent, the Deed, free and clear of all liens, encumbrances, or any other claims or indebtedness, from Seller to Buyer conveying title to the Property to Buyer, subject only to the Permitted Exceptions.

9. Warranties and Representations.

(a) Seller's Warranties and Representations. All warranties and representations set forth in this Section 9(a) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year except as otherwise set forth below. Seller hereby represents and warrants as follows:

(i) Seller has good and indefeasible fee simple title to the Property. This item shall expire at Closing.

(ii) To Seller's current, actual knowledge, there is no litigation or proceeding pending or threatened against or relating to either the Property and/or Seller's ability to consummate the transactions contemplated hereby, and Seller has received no notice of any pending, threatened or contemplated condemnation actions or special assessments with respect to the Property.

(iii) There are no parties in possession of any part of the Property, except for tenants under Permitted Farming Leases.

(iv) Seller has not received any written notice of violations of any environmental or other laws applicable to the Property that remain uncured as of the date hereof.

(v) Seller is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Seller hereunder, and Seller's right to execute this

Agreement is not limited by any other agreements. The person signing this Agreement on behalf of Seller has been duly authorized to do so. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Property is bound, or, to Seller's current, actual knowledge, violate any regulation, law, court order, judgment, or decree applicable to Seller or the Property.

(vi) To Seller's current, actual knowledge, no consent, approval or authorization or waiver of any right of first refusal of any person, nor any declaration, filing or registration with any governmental entity is required to be made or obtained by Seller (or by any affiliate of the Seller) in connection with the execution, delivery and performance by Seller of this Agreement and the transactions contemplated thereby.

(vii) Except for Permitted Farming Leases, to Seller's current, actual knowledge there are no contracts, purchase options or other contractual agreements that in any way affect the Property except as may be set forth in the Title Commitment.

(viii) If any of the persons executing this Agreement on behalf of Seller is an individual, and if any such individual is not identified as having a spouse, such individual represents and warrants that the signature of his/her spouse, if any, is not required in order to either execute this Agreement or to undertake all obligations imposed upon Seller under the terms of this Agreement in order to effectively close the purchase and sale of the Property.

(b) Buyer's Warranties and Representations. All warranties and representations set forth in this Section 9(b) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year. Buyer hereby represents and warrants as follows:

(i) The execution, delivery and performance by Buyer of this Agreement and the performance by Buyer of the transactions contemplated hereunder have each been duly authorized by such persons or authorities as may be required.

(ii) Buyer has full right, power and authority to enter into this Agreement and carry out the obligations hereunder. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(iii) To Buyer's current, actual knowledge, there is no litigation or proceeding pending or threatened against Buyer which could have a materially adverse effect on Buyer's ability to perform its obligations hereunder.

10. Prorations and Closing Costs. The Buyer and the Seller agree as follows with respect to prorations and closing costs:

(a) Taxes and Assessments. At the Close of Escrow, the Seller shall pay, or credit against the Purchase Price: (i) all delinquent taxes and assessments, including penalties

and interest, which are a lien against the Property as of the date of Closing; (ii) any assessments which are a lien against the Property and due; (iii) the Agricultural Use Tax Recoupment as defined in Section 10(c) below; and (iv) all unpaid current real estate taxes and installments of assessments, if any, which are a lien against the Property, prorated through the date of Closing. The proration shall be based upon a 365-day year and be based upon the most recent assessed valuation of the Property and shall be final at Closing.

(b) Any Other Operating Expenses. Any other operating expenses relating to the Property shall be paid by the Seller, such as mowing contracts, lawn service, utility charges or other similar expenses. The parties expressly acknowledge and agree that Buyer shall have no obligation to assume any contracts or other obligations in any way relating to the Property.

(c) Closing Costs. At Closing, Seller shall pay (i) any and all state and county real estate transfer taxes and related conveyance fees required to be paid in connection with the recording of the Deed transferring title to the Property to the Buyer; (ii) the premium and all costs and expenses related to the issuance of the Title Commitment and Title Policy, provided Seller shall not be responsible for costs related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Commitment and Title Policy other than any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 6 above; (iii) the total of all agricultural use tax recoupment assessments levied by the Franklin County Auditor's Office (collectively, the "Agricultural Use Tax Recoupment"); and (iv) one-half of all escrow and closing fees charged by the Escrow Agent. Buyer shall pay (i) any recording and filing fees for the Deed; (ii) costs of the Title Policy to the extent related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Commitment and Title Policy other than any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 6 above; (iii) the cost of the Survey; and (iv) one-half of all escrow and closing fees charged by the Escrow Agent. Any costs not listed above shall be paid in accordance with the community custom as determined by the Escrow Agent.

11. Broker. Buyer and Seller represent and warrant that they have not dealt with any person, firm, real estate broker, or realtor in connection with the sale of the Property and no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any other realtor or broker in connection with the sale of the Property except for the brokerage commission payable to Carol Sauer of Gorsuch Realty Company, which commission shall be paid fully by Seller at the Closing. Seller hereby agrees to indemnify and hold Buyer harmless for any breach of the representations and warranties contained in this Section 11, and this obligation shall survive the Closing.

12. Closing Documents. On or before 12:00 noon on the day of Closing, the Buyer and Seller shall deliver the following respective documents to the Escrow Agent:

(a) Seller.

(i) the Deed with only those Permitted Exceptions as determined under the terms of this Agreement;

(ii) the closing settlement statement;

(iii) such other documents as are required by the Title Company and/or are reasonably necessary to fulfill all of Seller's obligations under the terms of this Agreement.

(b) Buyer.

(i) the Purchase Price as adjusted in accordance with the provisions of this Agreement;

(ii) executed counterparts of any other documents listed in Section 12(a) required to be signed by the Buyer;

(iii) such other documents as are required by the Title Company and/or are reasonably required to fulfill all of Buyer's obligations under this Agreement.

13. Default.

(a) Buyer's Remedies. If this Agreement becomes a binding contract without any contingencies, then any failure to close escrow which is the fault of Seller constitutes a default by Seller under this Agreement, and if Seller fails to cure such default within five (5) days of receipt of written notice of default from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to either: (i) cancel this Agreement, in which case Buyer shall be entitled to the immediate return of the Deposit; or (ii) institute an action for specific performance.

(b) Seller's Remedies. If Buyer fails to perform any of its obligations hereunder and fails to cure such default within five (5) days of receipt of written notice of default from Seller, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and keep the Deposit as liquidated damages by reason of Buyer's breach. The parties acknowledge that Seller's actual damages would be difficult or impossible to determine and that liquidated damages in the amount of the Deposit are reasonably equivalent to Seller's damages as a result of any such breach.

14. Termination. In the event this Agreement is terminated, or deemed to have been terminated, as provided herein, this Agreement shall be deemed null and void and of no further force and effect, and neither party shall have any further obligation or liability to the other in connection with or under this Agreement except for those covenants that, by their nature, are intended to survive the termination hereof. In the event of a termination, as expressly provided in this Agreement, the Escrow Agent shall deliver any documents delivered to it back to the party which sent the respective documents to the Escrow Agent.

15. Condemnation. In the event that any portion of the Property (excluding any immaterial portion that does not affect the value of the Property as determined in Buyer's reasonable discretion) is either taken by eminent domain proceedings or, any threat thereof is issued by any applicable governmental authority, Buyer shall have the right, at its election, to either (i) terminate this Agreement without liability on its part, or (ii) proceed with the

acquisition of the Property and receive from Seller an assignment of all eminent domain proceeds. Buyer shall exercise this election within thirty (30) days after receipt of evidence that the Property is under the threat of any eminent domain proceedings.

16. Notice. All notices given under this Agreement shall be in writing and delivered either by (a) the United States Postal Service, certified mail, return receipt requested, postage prepaid; (b) personal delivery; (c) a nationally recognized overnight air courier service; or (d) email (provided that another form of notice described herein is also used); in each case sent, delivered or emailed to the parties as listed below. Each notice shall be deemed given upon the date sent. The lawyer for any party is entitled to give notice under the terms hereof. If any party has multiple notice addresses and those notice addresses are identical, then the notice requirement shall be satisfied if a single notice is sent to that same address. Any party may change at any time its notice address by delivering a change of address notice using the foregoing notice procedures.

If to Seller: Willis M. Alspach, Trustee of the
Willis M. Alspach Revocable
Living Trust dated March 2, 2012
12505 Village Circle Drive, #532E,
St. Louis, Missouri 63127
Email: _____

With a copy to:

John M. Kantner, Esq.
5 W. Waterloo Street
Canal Winchester, Ohio 43110
Email: kantnerj@kantnerlaw.com

If to Buyer: City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, Ohio 43110
Attention: Lucas Haire, Development Director
Email: lhaire@canalwinchesterohio.gov

With a copy to:

Christopher Montgomery, Esq.
Frost Brown Todd LLC
One Columbus, Suite 2300
Columbus, Ohio 43215
Email: cmontgomery@fbtlaw.com

If to Escrow Agent: AmeriTitle Downtown
150 E. Main Street, Suite 1A
Columbus, Ohio 43215
Email: _____

17. Miscellaneous. This Agreement may be changed, waived, or amended only in an agreement signed by all parties to this Agreement. Except as specifically provided herein, this Agreement contains the entire understanding between the parties relating to the subject matter hereof, and it supersedes any and all prior oral or written understandings or agreements relating to any such matters. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs, executors, administrators, legal and personal representatives, as applicable. The captions of the several sections of this Agreement are not a part hereof, and these captions shall not be used to interpret any of the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. The Recitals are intended to be a part of this Agreement and are incorporated into the body hereof. All parties signing this Agreement have taken all duly authorized action necessary to authorize the execution of this Agreement and to execute any and all documents related hereto, and each of the parties may rely upon this section of the Agreement without the necessity of having further documentation to evidence such authority. If either party defaults under its obligations set forth in this Agreement, the non-defaulting party shall be entitled to recover reasonable attorneys' fees and expenses incurred by the non-defaulting party in defending, initiating or otherwise enforcing its rights under the terms of this Agreement. The parties specifically acknowledge, represent, and warrant that all of the terms and conditions of this Agreement are adequately and fully supported by consideration. In computing any period of time under this Agreement, the day of the act or event for which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event, the period shall run through the next business day. This Agreement may be executed in counterparts and shall be fully enforceable so long as both parties have signed either one Agreement or documents in counterpart. This Agreement may be executed with signatures delivered by either facsimile or email, and copies of such signatures so delivered shall be deemed as originals. Time is of the essence with respect to the parties' respective obligations under the terms of this Agreement. Both parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement, and accordingly, in interpreting any of the provisions of this Agreement, no rules of construction shall be adopted to deem that the Agreement shall be read in favor of any party which may not have participated in drafting one or more provisions of the terms of this Agreement.

18. Conveyance As-Is. Except as expressly set forth herein, (a) Seller makes no representation or warranty of any nature about the condition of the Property or its fitness of any particular purpose, and (b) Buyer acknowledges that the Property is being sold "as-is" and "with all faults" as of the date of Closing.

19. Open for Acceptance. This Agreement is being delivered executed by Buyer and shall remain open for acceptance by Seller until 5:00 P.M. Eastern Time Zone on October 19, 2018, after which time and date this offer shall be deemed withdrawn and no longer remain open for acceptance.

[End of Agreement – Signatures on Next Page]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed this Agreement.

SELLER:

WILLIS M. ALSPACH, TRUSTEE OF THE
WILLIS M. ALSPACH REVOCABLE LIVING
TRUST DATED MARCH 2, 2012
Date: October _____, 2018

JOAN A. ALSPACH, TRUSTEE OF THE JOAN
A. ALSPACH REVOCABLE LIVING TRUST
DATED MARCH 2, 2012
Date: October _____, 2018

DAVID BENJAMIN ALSPACH
Date: October _____, 2018

BUYER:

CITY OF CANAL WINCHESTER, OHIO, an Ohio
municipal corporation

By: _____
Michael Ebert, Mayor
Date: October _____, 2018

Exhibit A-1

Legal Description

In the County of Franklin, State of Ohio, Township of Madison
and bounded and described as follows:

PARCEL I.

Tract No. 1:

Beginning at a stake in the east line of the northeast quarter of Section No. 23, in Township No. 11, of Range No. 21, said stake being 23.38 chains south from a stone in the northeast corner of said section; thence from said stake south with the east line of said section five and eighty-five hundredths (5.85) chains to a stake; thence west twenty-seven and thirty-three hundredths (27.33) chains to a stake in the center of a public road; thence north with the center of said road five and eighty-five hundredths (5.85) chains to a stake; thence east twenty-seven and thirty-five hundredths (27.35) chains to the place of beginning, containing sixteen (16) acres, more or less, and being the same tract conveyed by Jonas Alspach and others to Mary Brenneman by deed of August 22, 1892, recorded in Vol. 243, page 77, Franklin County Record of Deeds.

Tract No. 2:

Beginning at a stake on the east line of the northeast quarter of Section No. 23 in Township No. 11 of Range No. 21, Congress Lands, said stake being 11.68 chains south from a stone at the northeast corner of said section No. 23; thence from said stake south along the east line of said section

eleven and seventy hundredths (11.70) chains to a stake; thence west twenty-seven and thirty-five hundredths (27.35) chains to a stake in the center of a public road; thence north along the center of said public road eleven and seventy hundredths (11.70) chains to a stake; thence east twenty-seven and thirty-nine hundredths (27.39) chains to the place of beginning, containing thirty-two (32) acres, more or less, and being the tract conveyed by Jonas Alspach and others to Henry S. Breneman, by deed of August 22, 1892, recorded in Vol. 243, page 76, Franklin County Record of Deeds. Source of Title of the above described two tracts: D.B. 1528, page 364 and D.B. 3288, page 185.

PARCEL II.

Being in the Northeast Quarter of Section 23, Township 11, Range 21, Mathew's Survey of Congress Lands and being a part of a 32 acre tract conveyed by Warranty Deed to Raymond L. Sims as the same is recorded in Deed Book 1058, page 604, Recorder's Office, Franklin County, Ohio. More particularly bounded and described as follows:

Beginning at a point in the east line of the above mentioned Quartersection at the intersection with the north Limited Access Right of way line of U.S.R. 33; (1962 Relocation); thence No. 00° 18' W, along the east line of said Quartersection, a distance of 753.27 feet to a stone at the northeast corner of said 32 acre tract, passing an iron pipe on line at 44.24 feet; thence S 89°42½' W, along the north line of said 32 acre tract, a distance of 1663.81 feet to a

point in the north Limited Access Right of way line of U.S.R. 33, (1962 relocation); thence S 65°56' E, along the north line of Limited Access of U.S.R. 33, (1963 relocation), a distance of 1830.13 feet to the place of beginning; containing 14.385 acre of land of which 1.865 acres adjacent to the U.S.R. 33 is subject to a ditch easement, and subject to all highway easements and rights of way.

Source of Title: D.B. 2563, page 581 and D.B. 3286, page 105.

PARCEL III.

Beginning at a stone in the center of a road, said stone being in the Northeast corner of the Northeast Quarter of Section No. 23, Township No. 11, Range 21, Congress Lands; from said stone South along the east line of said Section 11.68 chains to a stake; thence West 27.39 chains to the center of the road; thence North along the center of said road 11.68 chains to the center of the first mentioned road; thence East along the center of said road 27.43 chains to the place of beginning, containing 32 acres, more or less. Excepting therefrom 10 acres heretofore conveyed to William E. Sims off of the west end of the above described real estate.

And being more fully described as follows:

Beginning at the southwest corner of Jonas Alspach's 16 acre tract, the same being in the center of the county road extending north and south; thence north along the center of said road 11.68 chains to the center of the county road extending east and west; thence east along the center of said north and south said road 8.56 chains; thence south and parallel with the center of said north and south road 11.68 chains to the south line of said Jonas Alspach's tract; thence west 8.56 chains to the place of beginning,

containing 10 acres of land, the same being a part of the north east quarter of section no. 23, township 11, range 21, Congress Lands, in Madison township Franklin County, Ohio and being five acres each off the west ends of the said Jonas Alspach's 16 acre tract and Nancy Alspach's 16 acre tract as the same are described in deeds recorded October 24, 1892, in the records of deeds Vol. 243, page 74 and 75 to which reference is had.

ALSO EXCEPTING the following described 0.718 acre tract conveyed to Neil E. Stevenson and Betty M. Stevenson by deed recorded in D. B. 2369, page 131:

Beginning at a railroad spike in the north line of the above mentioned 22 acre tract and Quartersection and in the center of Bixby Road, which bears S. 89°32' W., a distance of 240.0 feet from the northeast corner of said Quartersection:

Thence S. 89°32'W. continuing along the north line of said 22 acre tract and Quartersection and the center line of said road a distance of 135.00 feet to a railroad spike:

Thence S. 00°28'E., a distance of 230.00 feet to an iron pipe, passing an iron pipe on line of 30 feet:

Thence N. 89°32' E. parallel to the north line of said 22 acre tract and Quartersection, a distance of 135.00 feet to an iron pipe:

Thence N. 00°28'W. parallel to the west line of the tract herein described, a distance of 230.00 feet to the place of beginning:

Containing 0.713 acre and being subject to all legal highways and easements, if any, of record in previous instruments.

Source of Title: D. B. 1511, page 455 and D. B. 3288, page 105.

ALSO EXCEPTING THEREFROM:

Situated in the Township of ~~Madison~~, County of Franklin, State of Ohio and in Section 23, Township 11N, Range 21W, and bounded and described as follows:

PARCEL NO. 66A-WD

Being a parcel of land lying on the left side of the centerline of a survey, made by the Department of Highways, and recorded in Book ____, page ____ of the records of Franklin County and being located within the following described points in the boundary thereof:

Beginning at a point in the existing easterly right of way line of Rager Road and being 64.91 feet left of and radially from the centerline of proposed future Rager Road at station 19+11.84 and also being on the left side of the centerline of a survey made in 1960 for the Ohio Department of Highways of the relocation of U.S. Route 33, Section (26.21-30.13) in Franklin county; thence northeasterly to a point 75 feet left of and radially from the centerline of proposed future Rager Road at station 17+90; thence northeasterly to a point 75 feet, left of said proposed future centerline of Rager Road at tangent section 16+95; thence northerly to a point 70 feet left of the above mentioned centerline at tangent action 15+00; thence northwesterly to a point on the existing easterly right of way line of Rager Road and being 20 feet left of the centerline of proposed future Rager Road at station 14+05; thence westerly to a point in the existing centerline of Rager Road, also being the grantors westerly property line of said point being station 14+05 in the centerline of proposed future Rager Road; thence southerly along the centerline of existing Rager Road to a point in said centerline, said point being 45.59 feet left of and radially from the centerline of proposed future Rager Road at station 19+16.77; thence easterly to the place of beginning, containing 0.43 of an acre, more or less, exclusive of the present road which occupies .25 of an acre, more or less.

PARCEL IV

Beginning at the southwest corner of Jonas Alspach's 16 acre tract, the same being in the center of the county road extending north and south; thence north along the center of said road 11.68 chains to the center of the county road

extending east and west; thence east along the center of said road 8.56 chains; thence south and parallel with the center of said north and south road 11.68 chains to the south line of said Jonas Alspach's tract; thence west 8.56 chains to the place of beginning, containing 10 acres of land, the same being a part of the north east quarter of section No. 23, township 11, range 21, Congress Lands, in Madison Township, Franklin County, Ohio, and being five acres each off the west ends of the said Jonas Alspach's 16 acre tract and Nancy Alspach's 16 acres tracts as the same are described in deeds recorded October 24, 1892, in records of deed Vol. 243, pages 74 and 75 to which reference is had.

EXCEPTING THEREFROM the following described real estate conveyed away on August 19, 1940, by deed recorded in D.B. 1153, page 477: Being a part of the North east Quarter of Section No. 23, Township 11, Range 21, Congress Lands, and bounded and described as follows:

Beginning at a point in the Northwest corner of a 10 acre tract of land conveyed by William E. Sims and wife to John S. Boyd, by deed dated January 29th, 1938, and recorded in Deed Book 1061, page 375, Recorder's Office, Franklin County, Ohio, said place of beginning being also the intersection of the center line of the Bixby Road, also known as the Hendron Road, with the center line of the Rager Road sometimes called the Sims Road; thence South along the center line of said Rager Road 435.6 feet to a point; thence East on a line parallel with the Bixby Road 100 feet to an iron pin; thence

North on a line parallel with the center line of the Rager Road 435.6 feet to the center line of the Bixby Road; thence west along the center line of Bixby Road 100 feet to the place of beginning, containing 1 acre of land.

EXCEPTING, also therefrom the following described 1.35 acre tract conveyed to Douglas E. Starrett and Taundra L. Starrett by deed recorded in D.B. 3362, page 615:

Beginning at an iron pin in the north line of the above mentioned Quartersection and in the center of Bixby Road, which bears N 89° 32' W, a distance of 430.00 feet from the intersection of said line with the center line of Rager Road; thence, N 89° 32' E along said line and the center of Bixby Road, a distance of 135.00 feet to a railroad spike; thence, S 01° 11' E, a distance of 435.60 feet to an iron pipe; thence S 89° 32' W, a distance of 135.00 feet to an iron pipe; thence, N 01° 11' W, a distance of 435.60 feet to the place of beginning, passing an iron pipe at 405.60 feet; containing 1.35 acres more or less and being subject to all legal right-of-ways of record.

Leaving 7.65 acres.

Source of Title: D.B. 2771, page 228

EXHIBIT A-2

In the County of Franklin, State of Ohio, City of Canal Winchester and bounded and described as follows:

PARCEL I

N/A - PARCEL PREVIOUSLY CONVEYED BY GRANTOR

PARCEL II

In the Southwest Quartersection 24, Township 11, Range 21, Mathew's Survey of Congress Lands and being a part of a 63.39 acre tract conveyed to George S. and Louise S. Wolfram as recorded in Deed Book 1041, page 125, Recorder's Office, Franklin County, Ohio. More particularly bonded and described as follows:

Beginning at an iron pipe in the north line of the above mentioned Quartersection at the intersection with the north limited access right of way line U.S.R. 33, which bears N. 89° 48' 30" E. a distance of 57.02 feet from the northwest corner of said Quartersection:

Thence N. 89° 48' 30" E., along the north line of said Quartersection and Wolfram 63.39 acre tract, a distance of 319.33 feet to an iron pin at the southeast corner of the Chester Alspach 17.34 acre tract:

Thence S. 00° 09' E., along the southerly extension of the Chester Alspach 17.34 acre tract, a distance of 145.57 feet to an iron pipe in the north limited access right of way line of U.S.R. 33:

Thence N. 65° 46' 30" W., along the north limited access right of way line of U.S.R. 33, a distance of 358.58 feet to the place of beginning:
Containing 0.534 acre of land and being subject to easements of record in previous instruments.

Source of Title: D.B. 2563, page 584 and D.B. 3288, page 105

PARCEL III

Being part of the southern part of the Northwest Quarter of Section No.24, Township No. 11, Range No. 11 and bounded and described as follows: Beginning at an iron pin 2 feet long which is 15.4 chains west of the center of the East abutment of the bridge spanning George Creek; thence south 25.75 chains to an iron pin; thence west 5.75 chains to a stone at the southwest corner of said quarter section; thence north 30.15 chains to a stone; thence east 5.75 chains; thence south 4.40 chains to the place of beginning, containing 17.34 acres of land, more or less.

Source of Title: D.B. 1528, page 364 and D.B. 3288, page 185

PARCEL IV

Being out of the northwest corner of the northwest quarter of Section 24, Township 11, Range 21, Congress Lands and bounded and described as follows: Beginning at an iron pipe in the center line of Bixby Road at the northwest corner of the northwest quarter of Section 24; thence along the center line of Bixby Road and the north line of the Northwest Quarter of Section 24, east (passing a railroad spike on line at 267.7 feet) 312.53 feet to a point in the

center line of the Columbus-Winchester Road (Route #33); thence along said road, south 48 deg. 00' east 90.36 feet to a point; thence along the west line of the Wilfred M. Brenneman Farm produced, south 0 deg. 09° east (passing an iron pipe at 40.46 feet) 656.06 feet to an iron pipe at the northwest corner of the Wilfred M. Brenneman Farm; thence along the north line of said farm produced, south 89 deg. 53' west 381.3 feet to an iron pipe at the east line of the C. B. and O. C. Alspach 22 acre tract (said iron pipe being northerly 53.5 feet from a post at the south east corner of the Alspach tract); thence along the east line of the Alspach Tract, (west line of Section 24) north 0 deg. 02' east (passing an iron pipe at 686.9 feet) 717.9 feet to the place of beginning, containing 6.221 acres, more or less.

EXCEPTING therefrom the following described 2.247 acre tract conveyed to the Ohio Bell Telephone Company by deed recorded in D. B. 2508 page 623:

Being part of the Northwest Quarter of Section 24, Township 11, Range 21, Congress Lands, also being part of a 6.221 Acre tract conveyed to Chester B. and Ova C. Alspach by deed shown of record in Deed Book 1528, page 364, Recorder's Office, Franklin County, Ohio, and being more particularly described as follows:

Beginning at an iron pin in the centerline of Bixby Road, in the northerly line of Section 24, and in the northerly line of said 6.221 Acre tract EAST, a distance of 129.29 feet from an iron pin at the northwesterly corner of said 6.221 Acre tract and the northerwesterly corner of Section 24; thence EAST along the centerline of Bixby Road, the northerly line of Section 24, and the northerly line of said 6.221 Acre tract, and passing a railroad spike on line at 138.46 feet, a

distance of 183.29 feet to a point in the centerline of U. S. Route 33 at a corner of said 6.221 Acre tract; thence S-47°-45'-51" E along the centerline of U. S. Route 33 and along a northeast line of said 6.221 Acre tract a distance of 90.32 feet to a point at a corner of said 6.221 Acre tract; thence S-0°-09' E along the easterly line of said 6.221 Acre tract, and passing an iron pin on line at 40.46 feet a distance of 338.63 feet to an iron pin thence S-89°-51' W a distance of 250.00 feet to an iron pin, thence N-0°-09' W, parallel to the easterly line of said 6.221 Acre tract, and passing an iron pin on line at 370.00 feet, a distance of 400.00 feet to the place of beginning, containing 2.247 Acres, more or less, subject to all easements and restrictions shown of record, also subject to all legal highways.

ALSO EXCEPTING therefrom the following described 1.191 acre tract conveyed to Robert R. Bender and Norma J. Bender by deed recorded in D.B. 3259 page 502: Beginning at an iron pipe found at the northwest corner of the above mentioned 6.221 acre tract and Quartersection and in the Center of Bixby Road;

Thence east, along the north line of said 6.221 acre tract and Quartersection and the center line of said road, a distance of 129.29 feet to a railroad spike at the northwest corner of the Ohio Bell Telephone Co.'s 2.247 acre tract;

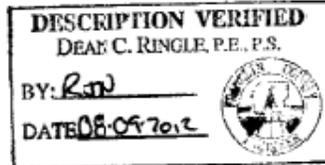
Thence S. 00°09' E., along the west line of said 2.247 acre tract, a distance of 400.00 feet to an iron pipe at the southerwest corner of said 2.247 acre tract, passing an iron pipe on line at 30 feet;

Thence S. 89°51' W. a distance of 130 feet to an iron pipe in the west line of the 6.221 acre tract and Quartersection;

Thence N. 00°03' W., along the west line of said 6.221 acre tract and Quartersection, distance of 400.34 feet to the place of beginning, passing an iron pipe on line at 370.34 feet;

Containing 1.191 acres and being subject to all legal highways and easements, if any, of record in previous instruments.

Leaving 2.783 acres.



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ALL OF
(181)
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(184)
000828
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ALL OF
(184)
000879
&
ALL OF
(184)
000954

ORDINANCE NO. 18-042

AN ORDINANCE TO AMEND THE 2018 APPROPRIATIONS ORDINANCE 17-049, AMENDMENT #5

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

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

Section 1: That the 2018 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$25,000.00 to the following functions; and

Department	Function	Amount
Lands and Buildings	Capital Outlay	\$ 25,000.00

Section 2: That the 2018 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Sewer Fund \$20,000.00 to the Collection – Capital Outlay function; and

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

DATE PASSED _____

ATTEST _____
CLERK OF COUNCIL

PRESIDENT 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



To: Members of City Council

From: Amanda Jackson, Finance Director

Date: October 31, 2018

RE: Appropriation Amendment #5

MEMORANDUM

Appropriation Amendment #4 for the 2018 Appropriations serves to accomplish the following:

General Fund – Appropriate \$25,000.00 from the fund balance of \$8,241,305.25 (as of 10/31/18)

- \$54,000.00 to Lands & Buildings Capital Outlay for the escrow payment for the purchase of property located on Bixby Road.

Sewer Fund – Appropriate \$20,000.00 from the fund balance of \$1,973,108.15 (as of 9/25/18) to the Collection Capital Outlay function for the replacement of the HVAC system and water heaters.

Please let me know if you have any questions.

ORDINANCE NO. 18-043

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT OF TRILLIUM AVENUE AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 1117.04 (f), is provided that Council shall be presented final plats for final approval; and

WHEREAS, a final plat for Trillium Avenue has been presented to the City.

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

SECTION 1. That the Mayor and Clerk be and hereby are authorized to execute and accept the plat of Trillium Avenue, subject to and conditioned upon the following:

- A. That the executed final plat shall not be released for recording until the public infrastructure improvements have been inspected and approved by authorized representatives of the City.

SECTION 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare, such emergency arising from the need to authorize immediate execution of the final plat pursuant to the Codified Ordinances; WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED: _____

APPROVED AS TO FORM:

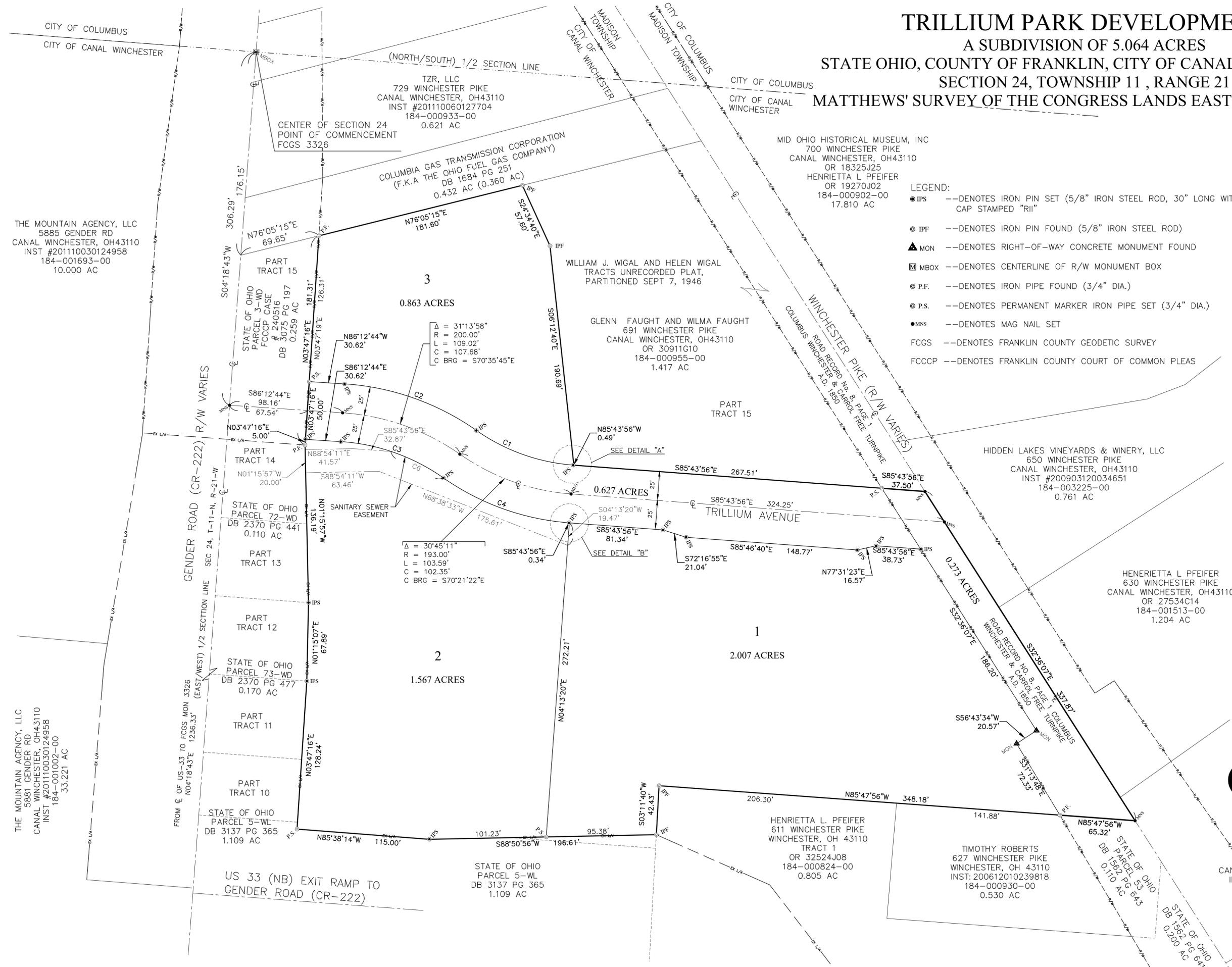
LEGAL COUNCIL

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

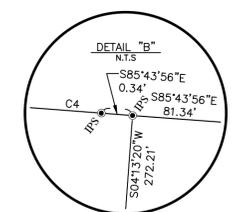
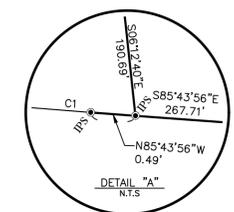
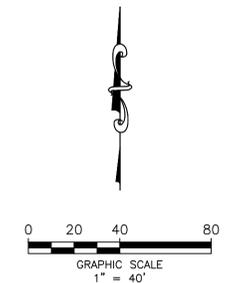
Finance Director/Clerk of Council

TRILLIUM PARK DEVELOPMENT

A SUBDIVISION OF 5.064 ACRES
 STATE OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER
 SECTION 24, TOWNSHIP 11, RANGE 21
 MATTHEWS' SURVEY OF THE CONGRESS LANDS EAST OF THE SCIOTO



- LEGEND:**
- IPF --- DENOTES IRON PIN FOUND (5/8" IRON STEEL ROD)
 - ▲ MON --- DENOTES RIGHT-OF-WAY CONCRETE MONUMENT FOUND
 - ▣ MBOX --- DENOTES CENTERLINE OF R/W MONUMENT BOX
 - P.F. --- DENOTES IRON PIPE FOUND (3/4" DIA.)
 - P.S. --- DENOTES PERMANENT MARKER IRON PIPE SET (3/4" DIA.)
 - MNS --- DENOTES MAG NAIL SET
 - FCGS --- DENOTES FRANKLIN COUNTY GEODETIC SURVEY
 - FCCCP --- DENOTES FRANKLIN COUNTY COURT OF COMMON PLEAS



CURVE TABLE					
CURVE#	RADIUS	DELTA	LENGTH	CHORD	CH BEARING
C1	168.00	30°45'10"	90.17	89.09	N70°21'21"W
C2	225.00	31°13'58"	122.65	121.14	N70°35'45"W
C3	175.00	31°13'59"	95.40	94.22	S70°35'46"E
C4	218.00	30°45'10"	117.01	115.61	S70°21'21"E
C6	175.00	16°39'57"	50.90	50.72	N63°18'45"W

SURVEYED AND PLATTED BY:
 RESOURCE INTERNATIONAL, INC.

DAMON A PFEIFER
 610 WINCHESTER PIKE
 CANAL WINCHESTER, OH 43110
 INST #200608240168282
 184-001514-00
 1.212 AC

THE MOUNTAIN AGENCY, LLC
 5885 GENDER RD
 CANAL WINCHESTER, OH 43110
 INST #201110030124958
 184-001693-00
 10.000 AC

THE MOUNTAIN AGENCY, LLC
 5881 GENDER RD
 CANAL WINCHESTER, OH 43110
 INST #201110030124958
 184-001002-00
 33.221 AC

FROM C. OF US-33 TO FCGS MON 3326
 (EAST/WEST) 1/2 SECTION LINE
 N04°18'43"E 1236.33'

US 33 (NB) EXIT RAMP TO
 GENDER ROAD (CR-222)

CENTER OF SECTION 24
 POINT OF COMMENCEMENT
 FCGS 3326

TZR, LLC
 729 WINCHESTER PIKE
 CANAL WINCHESTER, OH 43110
 INST #201110060127704
 184-000933-00
 0.621 AC

MID OHIO HISTORICAL MUSEUM, INC
 700 WINCHESTER PIKE
 CANAL WINCHESTER, OH 43110
 OR 18325J25
 HENRIETTA L PFEIFER
 OR 19270J02
 184-000902-00
 17.810 AC

WILLIAM J. WIGAL AND HELEN WIGAL
 TRACTS UNRECORDED PLAT,
 PARTITIONED SEPT 7, 1946

GLENN FAUGHT AND WILMA FAUGHT
 691 WINCHESTER PIKE
 CANAL WINCHESTER, OH 43110
 OR 30911G10
 184-000955-00
 1.417 AC

HIDDEN LAKES VINEYARDS & WINERY, LLC
 650 WINCHESTER PIKE
 CANAL WINCHESTER, OH 43110
 INST #200903120034651
 184-003225-00
 0.761 AC

HENRIETTA L PFEIFER
 630 WINCHESTER PIKE
 CANAL WINCHESTER, OH 43110
 OR 27534C14
 184-001513-00
 1.204 AC

HENRIETTA L. PFEIFER
 611 WINCHESTER PIKE
 WINCHESTER, OH 43110
 TRACT 1
 OR 32524J08
 184-000824-00
 0.805 AC

TIMOTHY ROBERTS
 627 WINCHESTER PIKE
 WINCHESTER, OH 43110
 INST: 200612010239818
 184-000930-00
 0.530 AC

STATE OF OHIO
 PARCEL 5-WL
 DB 3137 PG 365
 1.109 AC

STATE OF OHIO
 PARCEL 55-WL
 DB 1562 PG 643
 0.170 AC

STATE OF OHIO
 PARCEL 64-WL
 DB 1562 PG 641
 0.200 AC

Δ = 31°13'58"
 R = 200.00'
 L = 109.02'
 C = 107.68'
 C BRG = S70°35'45"E

Δ = 30°45'11"
 R = 193.00'
 L = 103.59'
 C = 102.35'
 C BRG = S70°21'22"E