

Canal Winchester

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



Meeting Agenda

January 21, 2020

7:00 PM

City Council

Mike Coolman - Vice President

Jill Amos

Will Bennett

Bob Clark

Patrick Lynch

Chuck Milliken

Mike Walker

- A. Call To Order
- B. Pledge of Allegiance - Clark
- C. Roll Call
- D. Election of President of Council
- E. Approval of Minutes

[20-03](#) MINS 1-6-20 Organizational Meeting ([Minutes](#))

[20-04](#) MINS 1-6-20 Full Council ([Minutes](#))

F. Communications & Petitions

[20-101](#) Auditor of State Award to Amanda Jackson ([Certificate](#))

[20-102](#) OEC Financial Disclosure Info ([Document](#))

[20-103](#) CW Human Services Update ([Document](#))

[20-104](#) Madison Township Fire Dept. December 2019 Report ([Report](#))

[20-106](#) Madison Township Police Dept. December 2019 Statistics ([Report](#))

[20-105](#) MORPC Presentation Regarding 2020-2050 Metro Transportation Plan
([None](#))

G. Public Comments - Five Minute Limit Per Person

H. RESOLUTIONS

I. ORDINANCES

Tabled

Third Reading

[ORD 19-071](#) Ordinance to Authorize the Mayor to Enter into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

- Adoption

[ORD 19-072](#) An Ordinance to Authorize the Mayor to Accept Three Parcels of Land from Crossroads Christian Life Center and Dedicating 1.784 Acres of Such Land as Road Right of Way for Public Use and Accepting Such Improvements to be Known as Bigerton Bend ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D](#))

- Adoption

*Second Reading****First Reading*****ORD 20-001***Finance*

An Ordinance to Authorize the Mayor to Enter Into a Contract for the Prosecution of Certain Criminal Cases and Certain Civil Division Cases in the Franklin County Municipal Court for the Calendar Year 2020 with the City of Columbus Attorney's Office ([Ordinance, Exhibit A](#))

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

ORD 20-002*Construction Services*

An Ordinance to Authorize the Mayor to Enter Into a Contract with Quality Control Inspection, Inc. for Consulting Services Relating to Construction Inspection for the Period from January 31, 2020 Through December 31, 2022 ([Ordinance, Exhibit A](#))

- *First Reading Only*

ORD 20-003*Finance*

An Ordinance to Authorize the Mayor to Enter Into a Contract for Indigent Defense Representation in the Franklin County Municipal Court with the Franklin County Public Defender on Behalf of the City of Canal Winchester Mayor's Court for the Calendar Year 2020 ([Ordinance, Exhibit A](#))

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

ORD 20-004*Development*

An Ordinance Authorizing the City of Canal Winchester to Enter Into a Community Reinvestment Area Agreement with Northpoint Development, LLC, Pursuant to Section 3735.671 of the Ohio Revised Code; Authorizing the City of Canal Winchester to Enter Into a Related School Compensation Agreement with the Canal Winchester Local School District and Northpoint Development, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C](#))

- *First Reading Only*

ORD 20-005*Public Service*

An Ordinance to Authorize the Mayor and Finance Director to Enter into a Contract with Fournier Industries, Inc. for the Upgrade and Expansion of the Dewatering Press and Declaring an Emergency ([Ordinance](#))

- *First Reading Only*

J. Reports*Mayor's Report***20-101***Mayor*

Mayor's Court Report December 2019 ([Court Report, Mayors Report 1-21-20](#))

-

*Fairfield County Sheriff***20-101**

2019 Statistics and 2020 Events ([Statistics, Events](#))

Law Director

Finance Director

20-103

Report with December 2019 Financial Statement ([Report, Statement](#))

Public Service Director

20-104

Project Update ([Report](#))

Development Director

K. Council Reports

Work Session/Council - Monday, February 3, 2020 at 6 p.m.

Work Session/Council - Tuesday, February 18, 2020 at 6 p.m.

Work Session/Council - Monday, March 2, 2020 at 6 p.m.

CW Human Services - Mr. Milliken

CWICC - Mr. Clark and Mr. Lynch

CWJRD - Mr. Bennett and Mrs. Amos

Destination: Canal Winchester - Mr. Walker

L. Old/New Business

20-107

Nomination of Persons to Serve on the Charter Review Commission

M. Adjourn to Executive Session (if necessary)

N. Adjournment

Canal Winchester

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



Meeting Minutes - Draft

January 6, 2020

6:00 PM

ORGANIZATIONAL MEETING

City Council

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

A. Call To Order

Called to order by Yaz Ashrawi, city law director designee in the absence of Gene Hollins. Ashrawi stated this is the January 6, 2020 organizational meeting of the Canal Winchester city council. First item on the agenda is the administration of the oath of office for our re-elected Mayor and re-elected council members and a newly elected city council member. The Mayor will be first.

B. Oath of Office*Coolman administers Oath of Office to Mayor Michael Ebert*

Coolman: please raise your right hand and repeat after me;

Coolman and Ebert: I, Michael Ebert, do solemnly swear that I will support the constitution of the United States and the constitution of the state of Ohio, the codified ordinances of the City of Canal Winchester and will faithfully and impartially discharge and perform all the duties incumbent upon me as the Mayor of the City of Canal Winchester, according to the best of my ability and understanding, so help me God.

Coolman: I do hereby certify that the foregoing oath was administered by me to Michael Ebert and by him subscribed in my presence on this sixth day of January, in the year of our Lord, two thousand twenty. Congratulations to Mayor Ebert on your fourth consecutive term.

Mayor administers Oath of Office to Robert Clark

Mayor: please raise your right hand and repeat after me;

Mayor and Clark: I, Robert Clark, do solemnly swear that I will support the constitution of the United States and the constitution of the state of Ohio, the codified ordinances of the City of Canal Winchester and will faithfully and impartially discharge and perform all the duties incumbent upon me as a council member of the Canal Winchester City Council, according to the best of my ability and understanding, so help me God.

Mayor: I do hereby certify that the foregoing oath was administered by me to Robert Clark and by him subscribed in my presence on this sixth day of January, in the year of our Lord, two thousand twenty.

Mayor administers Oath of Office to Charles Milliken

Mayor: please raise your right hand and repeat after me;

Mayor and Milliken: I, Charles Milliken, do solemnly swear that I will support the constitution of the United States and the constitution of the state of Ohio, the codified ordinances of the City of Canal Winchester and will faithfully and impartially discharge and perform all the duties incumbent upon me as a council member of the Canal Winchester City Council, according to the best of my ability and understanding, so help me God.

Mayor: I do hereby certify that the foregoing oath was administered by me to Charles Milliken and by him subscribed in my presence on this sixth day of January, in the year of our Lord, two thousand twenty.

Mayor administers Oath of Office to Michael Walker

Mayor: please raise your right hand and repeat after me;

Mayor and Walker: I, Michael Walker, do solemnly swear that I will support the constitution of the United States and the constitution of the state of Ohio, the codified ordinances of the City of Canal Winchester and will faithfully and impartially discharge and perform all the duties incumbent upon me as a council member of the Canal Winchester City Council, according to the best of my ability and understanding, so help me God.

Mayor: I do hereby certify that the foregoing oath was administered by me to Michael Walker and by him subscribed in my presence on this sixth day of January, in the year of our Lord, two thousand twenty.

Ashrawi asked for the clerk to call the roll:

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

C. Executive Session to Consider Appointments of Public Officials

Motion to move to executive session to consider appointments to council offices made by Lynch; seconded by Bennett

Motion carried by the following vote:

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

Time out for executive session at 6:09 pm

Time in from executive session 7:08 pm

D. Nominations and Voting

Ashrawi stated at this time the floor was open for nominations for council president and vice-president of city council to serve a two year term pursuant to the city charter.

Motion was made by Amos to nominate Bennett as council president; seconded by Lynch;

Ashrawi asked if there was any discussion; he stated council will now vote on the motion of Bennett for council president, a roll call vote please.

The following voice vote occurred:

Yes 4 – Amos, Bennett, Lynch, Milliken

No 3 – Clark, Coolman, Walker

Discussion ensued as to what members were actually voting on and there was some confusion; Milliken stated he thought the vote was for the nomination; Ashrawi stated the vote was for the president; Milliken requested to change his vote from yes to no; Ashrawi agreed per procedure to allow his vote change.

The motion failed by the following vote:

Yes 3 – Amos, Bennett, Lynch

No 4 – Clark, Coolman, Milliken, Walker

Motion was made by Coolman to nominate Walker as council president; seconded by Clark

Ashrawi asked if there was any discussion; he asked for a roll call please.

The motion failed by the following vote:

Yes 3 – Clark, Coolman, Walker

No 3– Amos, Bennett, Lynch

Abstain 1 – Milliken

Ashrawi stated an impasse has been reached for the election of a council president; according to council rules, council shall elect a president at its first meeting in January, however, council has been unable to do so; there will be a temporary vacancy in the office of the council president, therefore, so that council is not in violation of the rules, I would entertain a motion to suspend the rules to postpone the voting for council president to a future meeting.

Motion made by Bennett to suspend Council Rule 1 regarding requirement to elect a council president at the first regular meeting in an even numbered year; seconded by Lynch

Motion carried by the following vote:

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

Ashrawi stated we will now move on to the election of council vice-president.

Motion was made by Bennett to nominate Coolman as council vice-president; seconded by Walker

Ashrawi asked for any discussion; he asked for a roll call please.

The motion carried by the following vote:

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

Ashrawi congratulated Coolman for being elected council vice-president; he stated he will now turn the meeting over to Coolman to preside over the meeting in the vacancy of a council president.

E. Council Committees and Appointments

Motion made by Amos to appointment members to the Rules Committee; Amos as chairperson, Milliken as vice-chairperson, Coolman as committee member; seconded by Lynch

Motion carried by the following vote:

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

Motion made by Clark to appoint Milliken as a representative to Canal Winchester Human Services; seconded by Walker

Motion carried by the following vote:

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

Motion made by Amos to appoint Walker as a representative to Destination: Canal Winchester; seconded by Bennett

Motion carried by the following vote:

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

Motion made by Bennett to recommend Clark as a representative on the Canal Winchester Industry and Commerce Corporation Board; seconded by Walker

Motion made by Amos to recommend Lynch as a representative on the Canal Winchester Industry and

Commerce Corporation Board; seconded by Coolman

Both motions carried by the following vote:

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

Motion made by Lynch to appoint Amos and Bennett as representatives to the Canal Winchester Joint Recreation District; seconded by Walker

Motion carried by the following vote:

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

F. Adjournment

Motion to adjourn made by Clark; seconded by Lynch

Motion carried by the following vote:

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

Adjourned at 7:19 pm

Canal Winchester

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



Meeting Minutes - Draft

January 6, 2020

7:00 PM

City Council

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

A. Call To Order Called to order at 7:25 pm

B. Pledge of Allegiance - Amos

C. Roll Call

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

D. Approval of Minutes

[MINS 20-01](#)

Minutes 12-16-19 Work Session ([Minutes](#))

[MINS 20-02](#)

Minutes 12-16-19 Full Council ([Minutes](#))

Motion to approve minutes from 12-16-19 for work session and council meeting made by Lynch; seconded by Bennett

Motion carried by the following vote:

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

Abstain 1 - Milliken

E. Communications & Petitions

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

H. ORDINANCES

Tabled

Third Reading

Second Reading

[ORD 19-071](#)

Development

Sponsor: Clark

An Ordinance to Authorize the Mayor to Enter Into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E](#))

- Second Reading Only

Clark stated second reading only.

[ORD 19-072](#)

Development

Sponsor: Lynch

An Ordinance to Authorize the Mayor to Accept Three Parcels of Land from Crossroads Christian Life Center and Dedicating 1.784 Acres of Such Land as Road Right of Way for Public Use and Accepting Such Improvements to be Known as Bigerton Bend ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D](#))

- Second Reading Only

Lynch stated second reading only.

First Reading**I. Reports****Mayor's Report**

Mayor stated he had some time off over the holiday, and did not submit a written report, but would answer any questions you may have.

Fairfield County Sheriff

Sgt. Hendershot read the statistics for December.

Law Director

Ashrawi requested an executive session to discuss economic development issues.

Finance Director

Jackson stated December 2019 is balanced and ready to close out the year; we finished 2019 very healthy; the general fund balanced increased by 1.7 mil; we had a very good year. Bennett asked what is the current fund balance and Jackson stated the general fund balance is \$10.5 million dollars.

Finance Director's Report

[20-03](#)

[Report](#)

Public Service Director

Peoples state he was off over the holidays and did not submit a written report. Steve Smith had previously discussed the sludge press and for rehab of it; increase of sludge from Brew Dog; will have legislation for purchase, will be time consuming as it comes from Canada, but want to be ready for increase from Brew Dog. Lynch asked about the sewer capacity as the city grows and Brew Dogs needs are increasing; Peoples replied we have planned ahead for this and are able to keep up with it, no EPA violations last year, currently running at a little over half capacity of the plant facility; are updating this year for wastewater treatment plant.

Development Director

Haire stated we had a busy year in residential growth in 2019; a lot of continued growth for single family homes; Mill Tech completed their new building in Canal Point as well as other new buildings; Scramblers is completed and open; North Point is completing their design work.

[20-05](#)

[Report](#)

Construction Services

[20-06](#)

[Report](#)

J. Council Reports

Conversation with Council Informal Town Hall Meeting - Tuesday, January 14, 2020 at 7:00 pm at the Community Center

Work Session/Council - Tuesday, January 21, 2020 at 6:00 p.m.

Work Session/Council - Monday, February 3, 2020 at 6:00 p.m.

CW Human Services

Lynch stated the Souper Bowl event is coming up in February for the department of human services.

CW Industry and Commerce Corporation

Clark stated the next meeting is January 29, 2020 at 11:30 at the Interurban

CW Joint Recreation District

Bennett stated the next board meeting is January 16, 2020 at 7:00 pm at Town Hall; looking to hire manager of programming communications; thank you to Mr. Peoples and Pat Durbin for helping with interviews; Zumba and karate will open soon.

Destination: Canal Winchester

Walker stated the next meeting is January 28, 2020 at 6:30 at the Interurban

K. Old/New Business

Haire stated we received notice from ODNR that we will receive a Clean Ohio Trails grant to allow us to construct trails to connect McGill Park to the existing covered bridge in Kelly Preserve; \$450,00+ in grant funds towards a \$900,00 trail project. Lynch asked for a map of the trail and where it winds through; Haire replied he would provide a general map.

Amos commented she has received a lot of questions from residents regarding the McDorman purchase, and residents who have indicated they will be attending the council town hall meeting next week; Amos asked if Haire, the Mayor and Jackson could attend the town hall to answer questions; the Mayor stated they can come into his office anytime; the Mayor and Haire stated they will be there.

Clark state he would like someone else to chair the next town hall meeting; Coolman stated he would chair it.

Bennett commented about council's requirement to appoint members to the Charter Review Commission by the end of January; members to be thinking about who they wish to nominate; Coolman stated each member could present a name. Council needs six members to appoint to the commission.

Coolman commented about the John Bender Scholarship program that is now open for applications. Audra will collect the applications and prepare them for review by council; they are due by April 1, 2020 at 4:30 pm when offices close.

L. Adjourn to Executive Session (if necessary)

**Motion to adjourn to executive session to discuss economic development made by Bennett; seconded by Lynch
Motion carried by the following vote:**

**Yes 7 – Bennett, Lynch, Amos, Clark, Coolman, Milliken, Walker
Time out at 7:47 pm**

**Motion to end executive session made by Clark; seconded by Amos
Motion carried by the following vote:**

**Yes 7 – Clark, Amos, Bennett, Coolman, Lynch, Milliken, Walker
Time in from executive session at 8:07 pm**

M. Adjournment

Motion to adjourn made by Walker; seconded by Clark

Motion carried by the following vote:

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

Adjourned at 8:08 pm



THE STATE OF OHIO



KEITH FABER
OHIO AUDITOR OF STATE

OHIO AUDITOR OF STATE AWARD

Presented to

City of Canal Winchester
Amanda Jackson, Finance Director

This award is presented for excellence in financial reporting in accordance with Generally Accepted Accounting Principles (GAAP) and compliance with applicable laws for the fiscal year ended 2018.

The citizens you represent are well-served by your effective and accountable financial practices.



Keith Faber, Auditor of State



Ohio Ethics Commission Filing Reminder

2019 Financial Disclosure Statement to be Filed in 2020

Dear City Official,

You are receiving this letter because you are currently serving or have served at some point in 2019 or 2020 in a city elected office. Ohio law **requires** that all individuals serving for any amount of time in **2019** or **2020** in such positions file a calendar year 2019 financial disclosure statement.

The filing deadline is **FRIDAY, MAY 15, 2020**, unless you are filing for any of the following reasons:

If you were appointed to an unexpired term in 2020, you are required to file a 2019 financial disclosure statement within **fifteen** days of being sworn in.

If you will also be a candidate in 2020 for the same office or any other elected office which would require you to file a calendar year 2019 financial disclosure statement and are certified to the ballot prior to May 15, 2020, you are required to file 30 days (20 days for write-in candidates) before the first primary, special, or general election when your name will appear on a ballot. If you are not certified to the ballot prior to May 15, 2020 the May 15, 2020 deadline applies.

CANDIDATE FILING DEADLINES:

ELECTION	ELECTION DATE	CANDIDATE FILING DEADLINE	WRITE-IN CANDIDATE FILING DEADLINE
Primary	Tuesday, March 17, 2020	Tuesday, February 18, 2020	Wednesday, February 26, 2020
General	Tuesday, November 3, 2020	Monday, October 5, 2020	Wednesday, October 14, 2020
Special		30 days before election	20 days before election

HOW TO FILE OR OBTAIN A STATEMENT TO COMPLETE:

You may file electronically at <http://disclosure.ethics.ohio.gov>. Alternatively, blank calendar year 2019 financial disclosure statements are available for download on the Commission's website at <http://ethics.ohio.gov>.

If you have any questions regarding financial disclosure, please feel free to contact me at (614) 721-8670.

Regards,

A handwritten signature in black ink that reads "Jen Boger".

Jen Boger

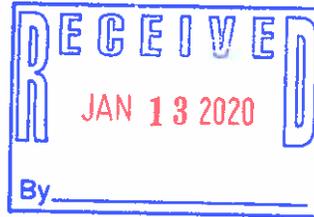
Financial Disclosure Coordinator



Canal Winchester Human Services

80 Covenant Way, Canal Winchester, Ohio 43110

Senior Transportation, Food Pantry, and Administration 614.834.4700



January 8, 2020

Dear City of Canal Winchester,

Thank you for your continued support to the Senior Transportation program. All of the programs and services we provide are only possible because of contributions and support we receive. This letter can't fully express our gratitude for your generosity, but we hope you feel appreciated for what you do for Canal Winchester Human Services and the residents of our great community.

Our Pantry was able to fill 87 Thanksgiving baskets to local families in need, stuffed with festive holiday foods and a large turkey to take home to their loved ones for a holiday meal. We also provided 125 families with Christmas baskets. For one of our favorite outreaches in the year, we adopted 208 children for Adopt-A-Family, blessing them with clothes, toys, gift cards, coats, mittens and hats. We love being able to reach so many families in meaningful ways, and you make this possible! Thank you so very much!

The Senior Transportation program has provided 4,123 one way trips and have driven 33,284 miles. We continue to provide transportation to seniors 60+ that live in the CW School District. We are able to provide these services with funding from The City of Canal Winchester, Franklin County Office of Aging – Senior Options, Clintonville Beechwood Community Resource Center, Fairfield County Office of Aging – Meals on Wheels and Madison Township.

Our largest event of the year is just around the corner, closing in on us on February 2nd for our 9th annual "SOUPer Bowl" fundraiser. We partner with many churches and businesses in the community on Super Bowl Sunday, and our warehouse is full of close to 500 people and 15 different soups to raise money to support this wonderful organization. Our Silent Auction is always a big hit, so if you have a nice piece of artwork or would like to contribute a gift basket of goodies for this endeavor, please contact our Director, Aletha Mullins (aletha.cwhs@gmail.com), to get details and make a plan!

In closing, we just want you to know that we recognize how much you care, and we are blessed by every act of kindness, large or small. Everything in life is better when done together, and we look forward to this new year to make a difference with each and every one of you.

Sincerely,

Aletha Mullins, Director

Like us on FACEBOOK at Canal Winchester Human Services

VISIT our Website at www.cwhumanservices.org

I shall pass through this world but once. Any good, therefore, that I can do, or any kindness that I can show to any fellow-being, let me do it now. Let me not defer or neglect it for I shall not pass this way again. – Anonymous



Madison Township Fire Department
Franklin County, Ohio
4567 Firehouse Lane
Groveport, Ohio 43125

Sta. 181	Business Tel: (614) 837-7883	Fax: (614) 836-0716
Sta. 182	Business Tel: (614) 837-5149	Fax: (614) 837-5147
Sta. 183	Business Tel: (614) 828-8545	Fax: (614) 829-7424

CANAL WINCHESTER

December 2019

Mayor Ebert, Members of Council & Staff

- On February 10, 2020, Insurance Services Office (ISO) will be conducting their site visit and evaluation of the Fire Department. Virtually all U.S. insurers of homes and business property use ISO's Public Protection Classifications in calculating premiums. Currently, the Department is rated a 3 on a scale of 1 to 10, with 1 being the best rating.

Madison Fire: (All)	EMS	662	7368	FIRE	167	1668
			<small>EMS/Year</small>			<small>Fire/Year</small>
Canal Winchester:	EMS	98 (43/55)	1204	FIRE	28	258
		<small>ALS BLS</small>	<small>EMS/Year</small>			<small>Fire/Year</small>

There were zero reports of Narcan administered by MTFD in the Canal Winchester district in December.

Patrol Summary Per Shift - Canal Winchester

A Company Summary			B Company Summary			C Company Summary		
Nature	Total	Per Day	Nature	Total	Per Day	Nature	Total	Per Day
Dispatched Calls		0	Dispatched Calls		0	Dispatched Calls	3	0.098619
Pickup Calls	2	0.065746	Pickup Calls	13	0.42735	Pickup Calls	10	0.328731
Multi-Unit Calls		0	Multi-Unit Calls		0	Multi-Unit Calls	5	0.164366
Reports	1	0.032873	Reports		0	Reports		0
Community Contacts		0	Community Contacts		0	Community Contacts	4	0.131492
F.I. Cards		0	F.I. Cards		0	F.I. Cards		0
Foot Patrol		0	Foot Patrol		0	Foot Patrol		0
Patrol Minutes	978	32.1499	Patrol Minutes	1535	50.46022	Patrol Minutes	941	30.9336
Business Checks		0	Business Checks	263	8.645628	Business Checks	1026	33.72781
Vacation Checks		0	Vacation Checks		0	Vacation Checks		0
Traffic Stops	1	0.032873	Traffic Stops	9	0.295858	Traffic Stops	8	0.262985
Citations	0	0	Citations	6	0.197239	Citations		0
Warnings	1	0.032873	Warnings	5	0.164366	Warnings	8	0.262985
Felony Arrests		0	Felony Arrests		0	Felony Arrests		0
OVI Arrests		0	OVI Arrests		0	OVI Arrests		0
Community Events		0	Community Events		0	Community Events		0
Warrant Pickups		0	Warrant Pickups		0	Warrant Pickups	1	0.032873
Misdemeanor Charges Filed		0	Misdemeanor Charges Filed		0	Misdemeanor Charges Filed		0
Felony Charges Filed		0	Felony Charges Filed		0	Felony Charges Filed		0

12/1/2109-12/31/2019 Canal Winchester Statistics

ORDINANCE NO. 19-071

**ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A REAL ESTATE
PURCHASE AGREEMENT FOR THE PURCHASE OF
45 EAST WATERLOO STREET, CANAL WINCHESTER, OHIO
OWNED BY BOB MCDORMAN REAL ESTATE, LLC**

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 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) owned by Bob McDorman Real Estate, LLC for public purposes; 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 at 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) as fully described in said agreement, in the amount of \$2,400,000 with the remainder of the terms and conditions set forth within the agreement.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

CLERK

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 Bob McDorman Real Estate, LLC, an Ohio limited liability company having a mailing address at 6500 Lithopolis Winchester Road, Canal Winchester, Ohio, 43110 (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 individually referred to as a "Party" or 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 1.29 acres identified as Franklin County, Ohio Parcel Numbers 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251 and 184-003232, as more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference, together with all buildings, 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 Two Million Four Hundred Thousand Dollars (\$2,400,000.00), subject to the debits and credits expressly provided for in this Agreement. The purchase amount shall be evidenced by a - Promissory Note (the "Note") in a form to be agreed upon by the Parties during the Review Period defined below, providing for quarterly installments of principal and interest amortized over ten (10) years at an interest rate of four percent (4%) per annum, with a maturity date on the tenth (10th) anniversary of the Closing Date. The Note shall be secured by a Mortgage (the "Mortgage") on the Property, in a form to be agreed upon by the Parties during the Review Period defined below, given by Buyer to Seller. The Parties acknowledge that the interest paid will be tax free to Seller per letter provided by Buyer's legal counsel on which Buyer shall have the right to rely. The Note shall provide that it cannot be prepaid for any reason, unless consented to by Seller.

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 7 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 written notice that the contingencies set forth in Sections 6 and 7 below have both been satisfied.

5. Review. Buyer shall have a period (the "Review Period") commencing on the Effective Date and expiring ninety (90) 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 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 ten (10) 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: (i) any and all engineering, physical condition, soils, geological and/or environmental reports or studies and any other kinds of third-party 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; (iii) any leases, service contracts or other kinds of contracts affecting the Property; and (iv) any other item reasonably requested by Buyer (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, architectural, 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 including, without limitation, Seller's title in and to all coal, oil, gas and other mineral rights, all as set forth more particularly in Section 6 below.

(e) 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. Promptly 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.

(f) In the event Buyer does not notify Seller, in writing on or before the expiration date of the Review Period, that it is satisfied with its investigations of the Property, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer.

6. City Council Approval. Buyer shall have one hundred eighty (180) days from the Effective Date (the "Council Approval Period") to obtain the passage of all necessary and appropriate legislation from the City Council for the City of Canal Winchester, Ohio, to permit and authorize the purchase of the Property and to appropriate the necessary funds required for Closing under this Agreement. In the event Buyer is unable to obtain the passage of such legislation by the end of the Council Approval Period, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer

7. Title Commitment and Survey.

(a) Title Commitment. Within twenty (20) days of the Effective Date, Buyer shall cause Escrow Agent, at Buyer's expense, to 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 the Effective Date, 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 uncured 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 uncured matters; 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 timely 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 the Effective Date, 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 uncured 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 uncured matters; or,
- (iii) send a termination notice to Seller terminating this Agreement.

If 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 timely terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(c) Permitted Exceptions. At Closing, Seller shall convey to Buyer good and indefeasible title in and to the Property, free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning and other governmental ordinances; (d) legal highways; (e) taxes and assessments which are a lien but not yet due and payable; (f) covenants, restrictions, conditions, easements and other matters of record or otherwise known to Buyer; (g) matters that would be disclosed by an accurate survey of the Property and (h) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record (collectively "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 a seller's affidavit in accordance with community custom.

8 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 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.

9. 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 or any other monetary obligations, from Seller to Buyer conveying title to the Property to Buyer, subject only to the Permitted Exceptions.

10. Warranties and Representations.

(a) Seller's Warranties and Representations. All warranties and representations set forth in this Section 10(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.

(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) 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.

As used in this Section 10(a), the words "to Seller's current, actual knowledge", or similar wording, means to the then current, actual (and not implied or constructive) knowledge of Alice F. McDorman, without any obligation of investigation or inquiry.

(b) Buyer's Warranties and Representations. All warranties and representations set forth in this Section 10(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.

11. 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; and (iii) 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 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 Policy other than the cost of any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 7 above; and (iii) 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 Commitment; (iii) 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; (iv) the cost of the Survey; and (v) 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.

12. 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 and each Party agrees to indemnify the other for any claims therefore.

13. 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, subject only to 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 Note and Mortgage, properly executed and, as to the Mortgage, notarized;

(ii) any additional funds necessary for Closing;

(iii) executed counterparts of any other documents listed in Section 13(a) required to be signed by the Buyer;

(iv) 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.

14. 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.

15. 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.

16. 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.

17. 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: Bob McDorman Real Estate, LLC
6500 Lithopolis-Winchester Road
Canal Winchester, Ohio 43110
Email: alicemcdorman@aol.com

With a copy to:

Steven G. Gentry, Esq.
Gentry Law Group, LLC
2000 W. Henderson Road, Suite 355
Columbus, Ohio 43220
Email: sgg@sentrylaw.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:

James S. Gray, Esq.
Frost Brown Todd LLC
One Columbus, Suite 2300
Columbus, Ohio 43215
Email: jgray@fbtlaw.com

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

18. 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. Buyer may not assign its rights under this Agreement without the prior written consent of Seller except that Buyer may assign its rights under this Agreement to another public entity or to an entity set up and controlled by Buyer for the purpose of taking title to the Property without the consent of Seller. 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.

19. 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.

20. Building Name. Buyer agrees that the Building shall be named the "The Bob McDorman Building" and that this obligation shall survive Closing.

[End of Agreement – Signatures on Next Page]

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

SELLER:

BOB MCDORMAN REAL ESTATE, LLC, an
Ohio liability company

By: Alice F McDorman

Name: ALICE F MCDORMAN

Title: AGENT

Date: AUGUST 12, 2019

BUYER:

CITY OF CANAL WINCHESTER, OHIO, an Ohio
municipal corporation

By: Michael Ebert

Michael Ebert, Mayor

Date: 8-16-, 2019

Exhibit A-1

Legal Description

Tract 1:

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

Being Lots No. 21, 22, and 23 in DOVE'S ADDITION to the Village (now City) of Canal Winchester as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio.

Parcel Numbers: 184-000019, 184-000020, 184-000021.

N9
All of
(184)

19,
20,

21

Tract 2:

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

Being 119 feet off of the northerly end of 35 feet off of the easterly side of Lot Number 24 in DOVE'S ADDITION, to the Village (now City) of Canal Winchester and the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, Page 142, Recorder's Office Franklin County, Ohio.

Parcel Number. 184-000360.

N9
All of
(184)
360

Tract 3:

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

Being Lot Number 24 in DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio, except 35 feet off the east side of said lot.

Parcel Number. 184-000257

N9
All of
(184)
257

Tract 4:

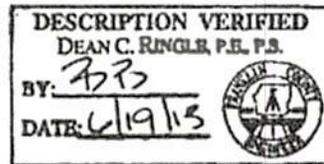
Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lot Number 25 In DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat book 3, page 142, Recorder's Office Franklin County, Ohio except a strip off of the southerly end of said lot conveyed to the Scioto Valley Traction Company by deed recorded In Deed Book 361, Page 348, Franklin County Recorder's Office.

EXCEPTING THEREFROM the following:

Being a strip of land off the rear of the grantor's Lot No. 25 Dove's Addition to the Village of Canal Winchester, Ohio, said strip to include all the land lying between the Ohio Canal and a ditch through the lot and parallel to said canal, said ditch being 56 to 63 feet North of the Centerline of the final location of the Scioto Valley Traction Company and containing 1/10 of an acre, more or less.

Parcel Number: 184-000321



N9
All of
(184)
321

SCHEDULE C

Exhibit A

File Number: 06-6386

Policy Number: 06-6386

Situated in the County of Franklin, State of Ohio and in the Township of Madison, Canal Winchester Corp:

TRACT 1: Beginning at a point on the west line of Middle Alley, in the Village of Canal Winchester, Ohio, ^{90.2} ~~980.2~~ feet, southerly from the northeast corner of Lot 25, of Reuben Dove's Addition; thence southerly with the west line of Middle Alley, 31.8 feet to a point 24.2 feet north of the old center line of the track of The Scioto Valley Railway & Power Company, measured at right angles thereto; thence westerly, running 122.0 feet south of and parallel with the south line of Waterloo Street 82.5 feet to the east line of Lot 24, of a point 24.35 feet north of the old center line of the track; thence northerly, with the west line of Lot 24, 38.65 feet to a point in the center of a former ditch; thence southeasterly, with the center line of said former ditch, 82.72 feet to the point of beginning, containing 0.069 of an acre of land, more or less; being part of the south half of Lot 25 (now no. 227) of Reuben Dove's Addition to the Village of Canal Winchester, Ohio, being tract no. 17 of deed from Henry B. Peters to C. T. Edmonds, April 8th, 1932, and part of the land conveyed to The Scioto Valley Traction Company by D. C. Young, December 198, 1901; recorded in Vol. 967, page 398, and Vol. 361, page 346, Franklin County, Ohio, Records of Deeds.

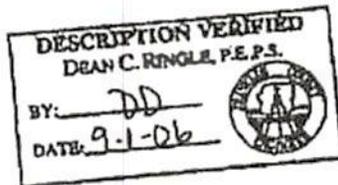
TRACT 2: Beginning at the southeast corner of Lot 25, Reuben Dove's Addition; thence West with South line of said lot 25, 82.5 feet to the southwest corner thereof, thence northerly with the east line of Lot 26, 10 feet; thence easterly, running 10 feet north and parallel with the south line of Lot 25, 82.5 feet to the west line of Middle Alley; thence southerly with the west line of Middle Alley, 10 feet to the point of beginning, containing .019 of an acre, more or less.

TRACT 3: Beginning at a point, the southeast corner of Lot 24, of Reuben Dove's Addition to the Village of Canal Winchester, Ohio; thence westerly with the south line of said Lot 24, 35.0 feet to a point; thence northerly 10.0 feet parallel with the east line of said Lot 24, to a point; thence easterly running 10.0 feet north of and parallel with the south line of said Lot 24, 35.0 feet to a point; thence southerly with the line between Lots 24 and 25, 10 feet to the point of beginning. Containing 0.008 of an acre of land, more or less, and being part of Lot 24 conveyed to the Scioto Valley Traction Company by J. T. Flinchbaugh, May 20, 1902; recorded in Vol. 356, page 1555, Franklin County, Ohio, records of Deeds.

TRACT 4: Being three (3) feet off of the south end of the following described real estate: Being ³⁵ ~~33~~ feet off of the east side of Inlot Number 24 in Dove's Addition to the Village of Canal Winchester, Ohio, as the said Lot is numbered and shown on the recorded plat of said Addition, except such portion of said lot as was heretofore conveyed to The Scioto Valley Traction Company off of the South end of said Lot.

aka 15 S. Trise St., Canal Winchester, Oh 43110

N-9 alley
(134)
251



DESCRIPTION OF A FOUR (4) FOOT STRIP
SOUTH OF WATERLOO STREET
WEST OF TRINE STREET

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, Section 30, Township 15, Range 20, Congress Lands East of Scioto River, being a four (4) foot wide strip of land along the northerly extent of the historic Ohio and Erie Canal as demonstrated on the Ohio & Erie Canal Plat No. 148 on file with the Ohio Department of Natural Resources, Canal Lands Office, and being out of that 1.291 acre tract as described in a Governor's Deed to the Village of Canal Winchester, filed August 6, 1964 of record in Deed Book 2581, Page 545, all references to records are on file in the Recorder's Office, Franklin, County Ohio, said strip being more particularly described as follows:

Commencing at a 5/8" rebar with a plastic cap stamped "E.P. Ferris Surveyor 8230" found at the northeasterly corner of Lot 25 as delineated on the plat of "Reuben Doves Addition" of record in Plat Book 3, Page 142 and being the intersection of the southerly right of way line of Waterloo Street and the westerly right of way of Trine Street;

Thence South 30°22'10" West, along the easterly line of said Lot 25, the westerly line of said Trine Street, passing a mag-nail found at a distance of 90.21 feet, a total distance of 132.00 feet to a mag-nail found at the southeasterly corner of said Lot 25, in the northerly line of said 1.291 acre tract and being the True Place of Beginning of the strip of land herein described:

Thence South 30°22'10" West, continuing along the westerly line of said Trine Street, into said 1.291 acre tract, a distance of 4.00 feet to a mag-nail set;

Thence North 59°57'59" West, through said 1.291 acre tract, along a line parallel to the northerly line of said 1.291 acre tract, a distance of 412.06 feet to an iron pin set;

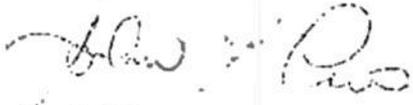
Thence North 30°02'01" East, a distance of 4.00 feet to an iron pin set in the northerly line of said 1.291 acre tract, in the southerly line of said "Reuben Doves Addition";

Thence South 59°57'59" East, along the northerly line of said 1.291 acre tract, along the southerly line of said "Reuben Doves Addition", a distance of 412.08 feet to the True Place of Beginning and containing 0.037 acre of land.

Bearings are based on South 59°57'59" East along the southerly right of way line of Waterloo Street and are referenced to the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS) utilizing GPS observations of the Ohio Department of Transportation Virtual Reference Stations from a survey of the premises by others.

The foregoing description has been prepared by BRH Group, Inc. from an actual field survey of the premises on April 8, 2013. Iron pins set are 5/8" rebar, 30" long with a plastic cap stamped "BRH Group".

BRH Group, Inc.



John L. Price
Professional Surveyor No. 7159
(Project 40294)

08/02/2013



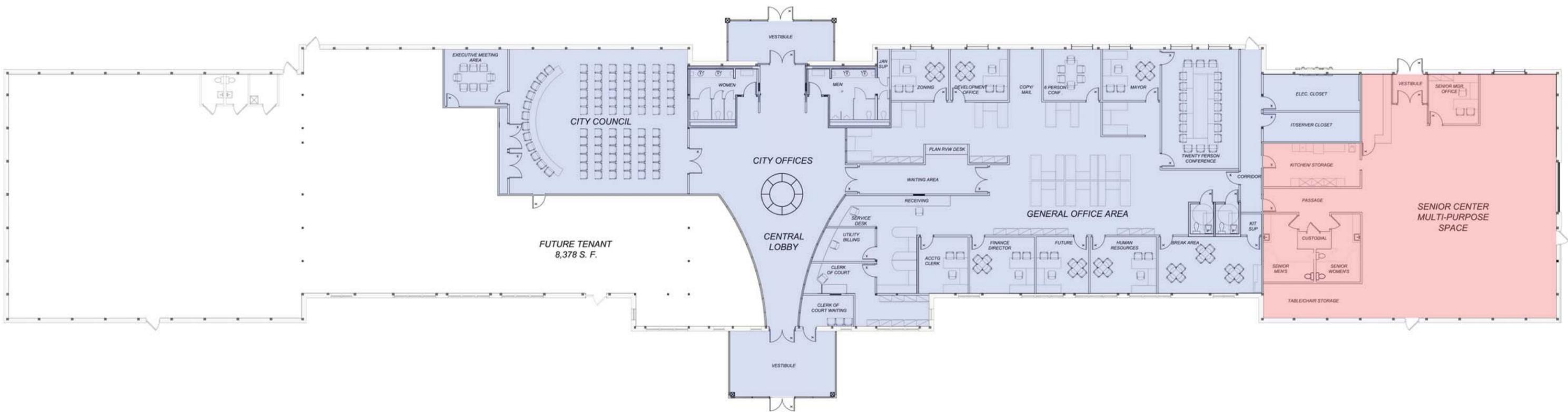
N-9
Split
0.037 Area
out of
(184)
751

DESCRIPTION VERIFIED
DEAN C. RUSSELL P.E., P.S.
BY: 
DATE: 12 April 2013

Exhibit
C

0128850.0615530 4851-0473-8207v1

[GLG00015950 1]



BOB McDORMAN BUILDING
 PROJECT: CANAL WINCHESTER CITY OFFICES
 10/17/2019

FMS

FEINKNOPF MACIOCE SCHAPPA ARCHITECTS, INC.

Discussion on Canal Winchester Municipal Operations

City Council Public Meeting

December 16, 2019

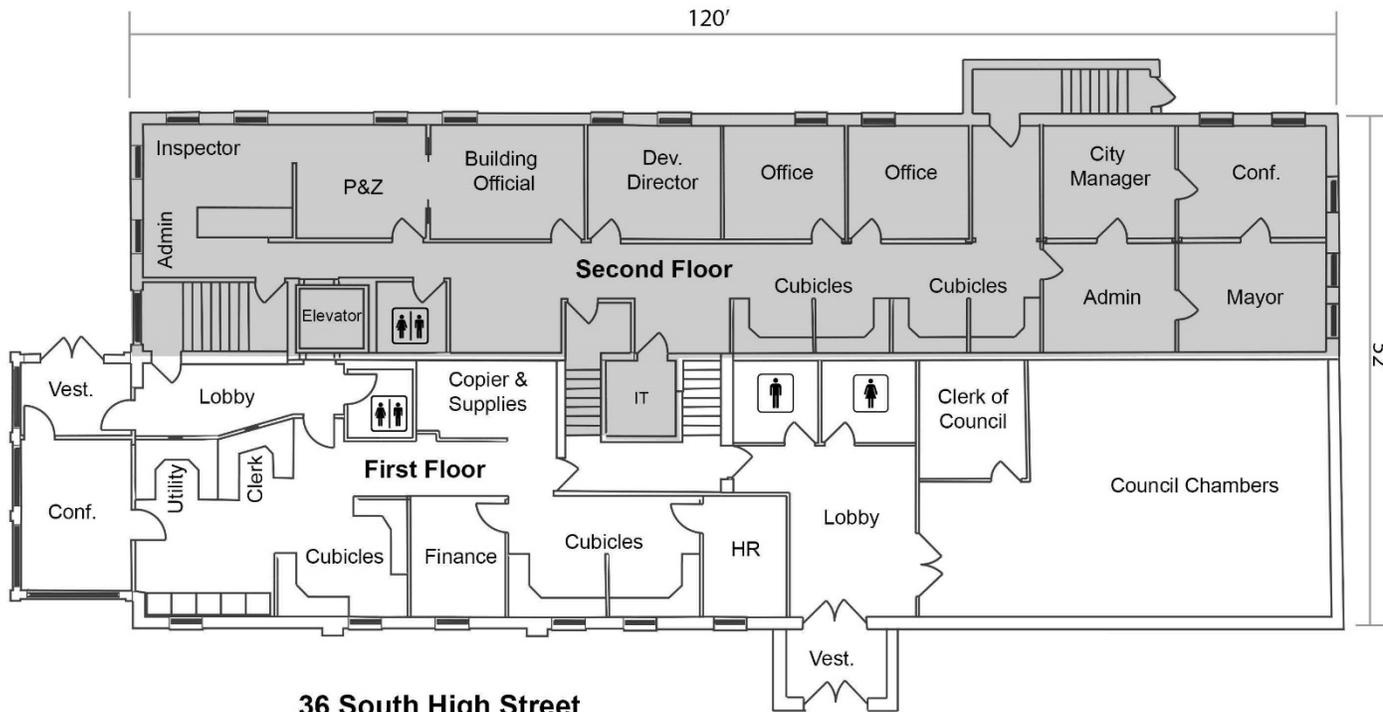
Goals of the Proposed Project

- ◆ Centralize municipal operations within the Old Town area of Canal Winchester so the municipal operations remain in the heart of the community.
- ◆ Provide for a larger public meeting space to allow for more resident engagement in an accessible location with modern technological capabilities.
- ◆ Provide for expanded area for municipal offices to address current shortage and opportunity for future growth as our City expands.
- ◆ Provide for security upgrades for our existing operations.
- ◆ Provide expanded area for the community center and modernize that operation and facility in a secure and structurally sound building.
- ◆ Provide for a larger structure with dedicated parking and security upgrades for growth in our law enforcement needs.
- ◆ Eliminate necessary expenditures to address deferred maintenance on aging buildings.

Alternatives considered

- ◆ Purchase a land site to construct a new building – examined sites on North High Street, Groveport Road, Gender Road, and West Waterloo Street.
- ◆ Examined alternate buildings for purchase and renovation – 30 Liberty Street, 108 N. High Street.
- ◆ Examined a proposed building addition to 36 S. High Street in association with the parking improvements proposed in the Stradley Place plan in the Old Town Plan.

Alternatives Considered



36 South High Street

Existing: 3,408 sq. ft.

New: 6,528 sq. ft.

Excluding Basement



The Proposal - 45 East Waterloo Street

- ◆ Moving the Municipal Building operations from 36 S. High Street to 45 East Waterloo Street.
- ◆ Moving the Town Hall operations from 10 N. High Street to 45 East Waterloo Street.
- ◆ Moving the Community Center operations from 22 S. Trine Street to 45 East Waterloo Street.
- ◆ Demolishing the existing building at 22 S. Trine Street and replacing the structure with a larger public parking lot.
- ◆ Potential for Sherriff's Department operations to expand in 10 N. High Street or relocate to 36 S. High Street.
- ◆ Provides the potential for the Columbus Metropolitan Library to relocate the Canal Winchester branch into the building – pending further negotiations and approvals. Thereby doubling the size of their space within our community.

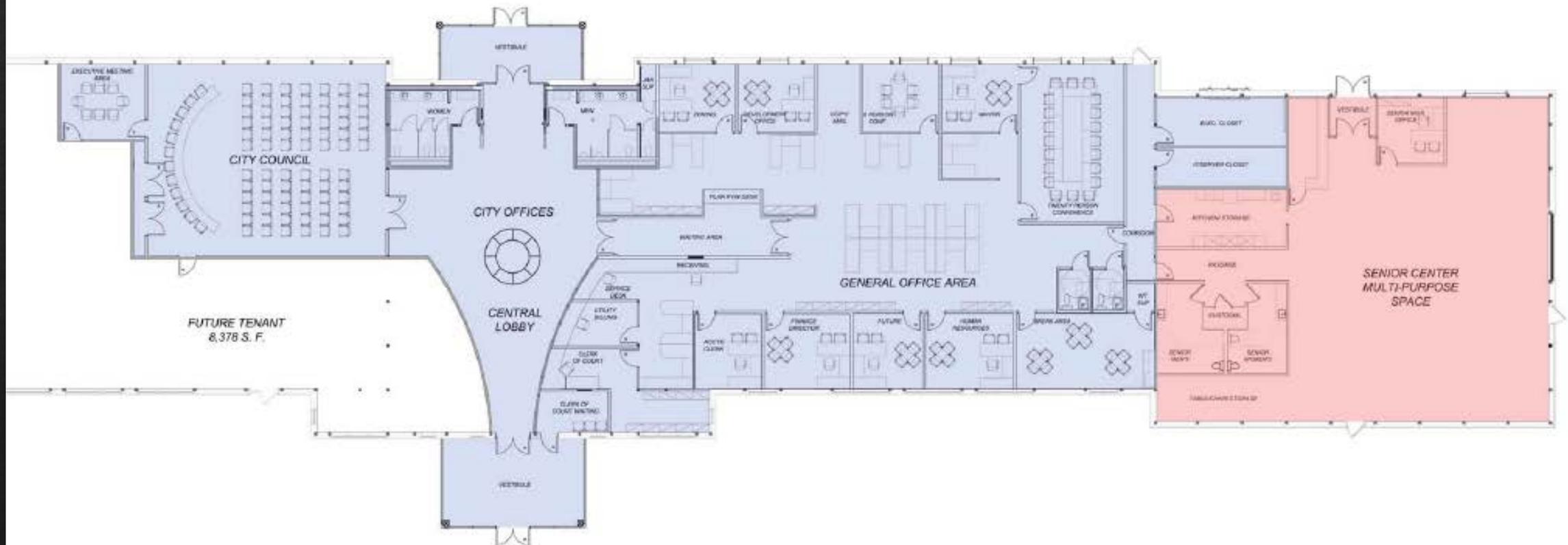
Contract Details

- ◆ Entered into contract on 08/16/2019
- ◆ Proposed purchase of the 23,739 square feet building, 1.29 acres, and 27 parking spaces.
- ◆ The proposed purchase price is \$2,400,000 or (\$101/square foot)
- ◆ The seller is financing the purchase of the property at 4% interest for a 10-year term.
- ◆ The city will make quarterly payments – 40 payments of \$73,093.44
- ◆ The seller placed the condition on the sale that the proposed municipal complex will be named “The Bob McDorman Building”.
- ◆ The City must close on the property by February 12, 2019.
- ◆ Currently negotiating improvements, space layout and budgeting with the Columbus Metropolitan Library regarding their location in the proposed tenant space.

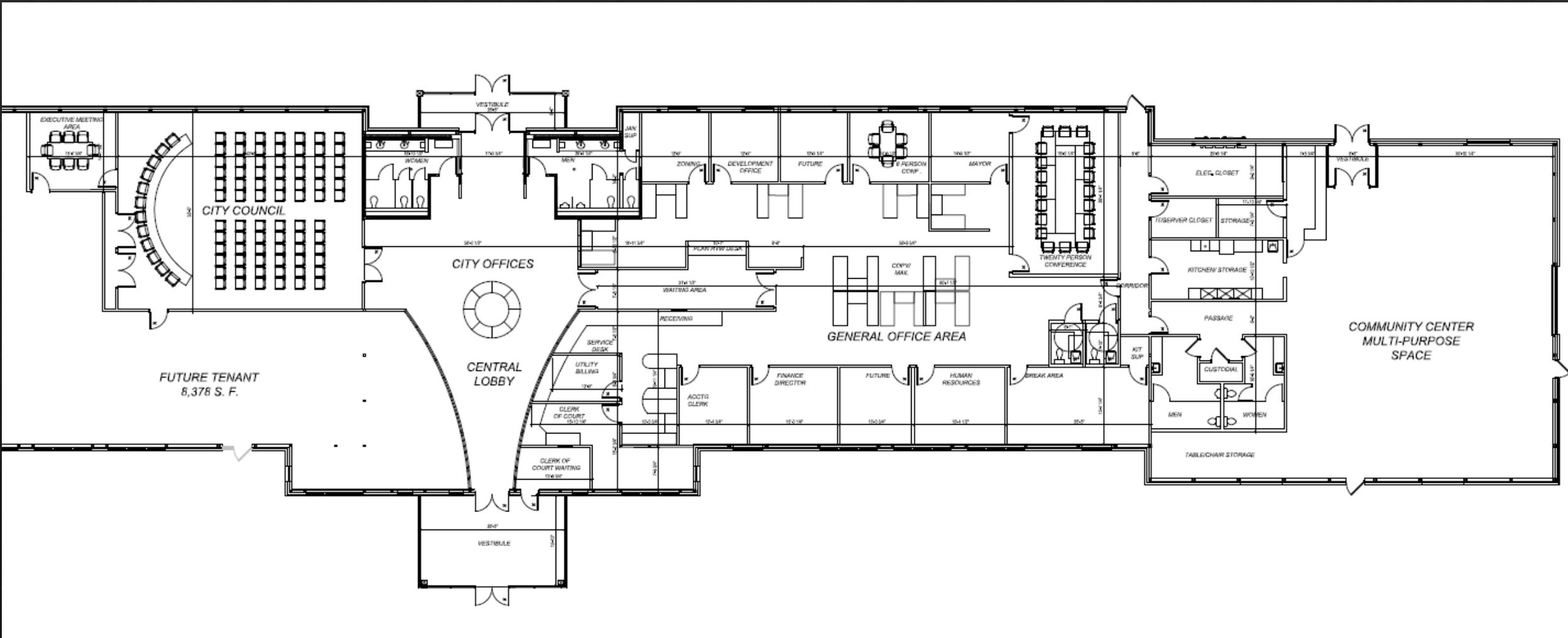
Property Appraisal and Cost

- ◆ Property was appraised by Rober Weiler Company in January 2017 for \$3,200,000.
- ◆ Property was then listed with Robert Weiler Company for \$3,200,000.
- ◆ Appraisal estimates land value at \$450,000
- ◆ Per the appraisal the cost to build the building and develop the site was \$2,375,000, this does not include the land cost of \$385,000 to Bob McDorman Real Estate.
- ◆ The appraisal notes the building replacement cost value for structure itself at \$2,474,775 for the 2017 calendar year. Construction costs have increased since that time.
- ◆ Our contracted purchase price for the land, building, and improvements is \$2,400,000, which is less than the cost to develop this building and site.

Preliminary Concept for Space Planning



Preliminary Concept for Space Planning



Preliminary Concept for Parking



- Total parking increases by 40 to 50 spaces over current configuration.
- Parking configuration along East Waterloo Street will not change from parallel spaces
- All parking is more accessible with an entrance from Trine Street.
- This is a concept only, likely will be reconfigured once engineered due to grade changes, stormwater management, etc.

Due Dilligence

- ◆ Due diligence period was completed on 11/13/2019
- ◆ Due diligence including examining concepts for the use of the site, preliminary cost estimates for the improvements, use and layout of the current adjacent community center site, ALTA survey and preliminary title commitment, consultations with our building official/plans examiner on necessary infrastructure improvements and preliminary negotiations with a potential tenant for the eastern portion of the building.
- ◆ Preliminary estimates provided by the engaged architect estimate the required improvements to convert the space for municipal uses to be approximately \$2,200,000. This includes some improvements for the tenant spaces that are common to the building.

Preliminary Exterior Concept



Preliminary Exterior Concept



Preliminary Exterior Concept



This proposal meets the following expectations

- ◇ Larger, safer facility for city offices.
- ◇ Larger 90+ seating capacity and a more modern facility for council meetings. Flexible space that allows for more community use.
- ◇ Allows for video recording and broadcasting of public meetings.
- ◇ Larger more modern facility for the Community Center (approximately 20% larger).
- ◇ Allows for the Sherriff's Deputies to move to a larger, more modern, and secure facility that is easy to find.
- ◇ Allows for additional space for an increased number of deputies when the need arises (currently in 840 sf).
- ◇ Provides more parking in the downtown area with the demolition of the current community center.
- ◇ Utilizes a very visible vacant Old Town building and converts it into a vital community hub for all of the community to use and enjoy.
- ◇ Including a proposed tenant brings more of the community into the government center and allows more people to engage with their local government.
- ◇ Provides for all spaces to be completely ADA accessible for all residents.

For additional information
contact



Lucas Haire
Development Director
City of Canal Winchester
614-837-1894
lhaire@canalwinchesterohio.gov

McDorman Building Notes

Immediate issues that proposed plan addresses

Municipal Offices

- Convenient front and rear shared entry features.
- Building accessible to all.
- Expanded area for city offices, double the space.
- Secure area for Water Billing clerk.
- Secure area for Clerk of Courts.
- Mayor's Court can be operated in the same building as the Clerk's office and records.
- Secure area for all Finance activities.
- Convenient drop-off for utility bill payments.
- Room for future office space, staffing needs.
- Shared Restroom facilities.
- Prevents costly security upgrades required at the existing facility.
- Ample daily employee parking to the rear of the building and in the expanded public parking lot, including accessible parking.

Council Chambers – Public Meeting Space

- Convenient front and rear shared entry features.
- Building Accessible to all.
- Larger public meeting space.
- 90+ seating capacity.
- Better viewing area for residents.
- Private meeting space for council members.
- Shared Restroom facilities
- Ample parking to the rear of the building and in the expanded public parking lot, including accessible parking.
- Updated technology for council meetings
- Video recording broadcast capabilities.
- Upgraded Sound and video system

Community Center

- Convenient front and rear entry features.
- Building accessible to all.
- Nearly 20% larger than the current occupied space.
- Modern restrooms.
- Larger dining or hall space.
- Upgrades Restroom facilities.
- Eliminates congestion at the entrance to the facility/offices.

- Increases natural light in the space.
- Convenient daily parking behind the building and in the expanded public parking lot, including handicap accessible parking
- Prevents costly repairs of the existing structure (roof, flooding, restrooms)
- Prevents needed building addition.

Tenant

- Convenient front and rear shared entry features.
- Building accessible to all.
- Shared meeting space.
- Shared restroom facilities.
- Ample parking spaces behind the building and in the expanded public parking lot, including accessible parking.
- Allows greater utilization of public facilities.
- Allows greater public interaction with their local government.

Policing facility

- Secure facility.
- Larger facility allowing for future growth.
- Updated technology.
- Private restroom facilities.
- Increased storage areas.
- Removes their main offices from a basement space that has suffered moisture problems.
- Makes their space easier to find for the public – not a basement/side door.



FEINKNOFF MACIOCE SCHAPPA ARCHITECTS

12/12/2019

995 West Third Avenue

Columbus, OH 43212

614/297-1020 phone

Canal Winchester - McDorman Bldg Renovation

	Quantity**	Unit*	Unit Cost	Total
Project scope items				
Disposal of ALL remaining interior FF&E by City	1	ls	\$0.00	\$0.00
No kitchen equipment costs included or equipment relocation costs for Senior Center	1	ls	\$0.00	\$0.00
No Furnishings Fixtures and Equipment Included	1	ls	\$0.00	\$0.00
A. Demolition				
1. Remove all Large Ceiling Fans & small entry fans - return to Owner	4	ls	\$ 2,500.00	\$ 2,500.00
2. Demo Entry Restroom	1	ls	\$ 1,750.00	\$ 1,750.00
3. Partial Demo existing elec room	1	ls	\$ 1,750.00	\$ 1,750.00
4. Demo slab as required for installation of new plumbing for new & additional restrooms	1	ls	\$ 8,500.00	\$ 8,500.00
5. Partial demo interior demising walls (chk bldg code for subdivision reqmnts).	1	ls	\$ 4,500.00	\$ 4,500.00
6. Demo exterior walls as req'd for new windows/doors	17	ea	\$ 2,000.00	\$ 34,000.00
7. Demo entry office walls and floor tile & small columns-removal of small columns TBD by engineer	1	ls	\$ 5,500.00	\$ 5,500.00
8. Remove overhead interior garage doors - return to Owner, if library to remove second door return to Owner	1	ea	\$ 1,750.00	\$ 1,750.00
9. Remove exterior overhead garage doors - return to Owner	2	ea	\$ 2,000.00	\$ 4,000.00
10. Remove Macro Air Fan Modules and return to Owner (relocate one for library?).	4	ea	\$ 175.00	\$ 700.00
11. Relocate existing wall hung fire extinguishers - place in new cabinets	7	ea	\$ 375.00	\$ 2,625.00

12. Retain existing interior gas line servicing unit ceiling unit heaters					
13. Remove and return ceiling unit heaters to Owner	4	ea	\$ 275.00	\$	1,100.00
14. Remove existing interior perimeter 2x "bumpers" - patch & repair walls	1	ls	\$ 6,000.00	\$	6,000.00
15. Remove & relocate existing man doors as shown	2	ls	\$ 300.00	\$	600.00
16. Remove existing brick veneer from exterior sidewalk on parking lot side of bldg	1	ls	\$ 350.00	\$	350.00
17. Remove existing lobby pendant lights from entry - return to Owner	1	ls	\$ 1,500.00	\$	1,500.00
18. Remove misc. wall mounted wood shelving	1	ls	\$ 300.00	\$	300.00

B. Miscellaneous

1. Metal Ships Ladder to attic space - typ of 3 - continue up into cupolas		ea	\$ 2,000.00	\$	-
2. Retain existing ceiling flourescent lighting for servicing of above new susp clgs.				\$	-
3. New hat channels for new suspended ceilings support	14,478	sf	\$ 1.00	\$	14,478.00
4. Any reuse purpose for ducts & a/c for existing entry restroom?				\$	-
5. Remove & relocate existing exit signs	4	ea	\$ 200.00	\$	800.00
6. Modify existing manual fire alarm system	1	ls	\$ 15,000.00	\$	15,000.00
7. Note location of existing floor outlets for future use in renovation				\$	-
8. Add new gyp bd over existing perimeter walls currently with wood siding (entry area)	1	ls	\$ 9,000.00	\$	9,000.00
9. Add new fc gyp bd - remove existing wood entry ceiling	1	ls	\$ 9,000.00	\$	9,000.00
10. New roof penetrations for venting of restrooms and new HVAC	1	ls	\$ 12,500.00	\$	12,500.00
11. Site Lighting - Pole fixtures (reuse bases & feeders) on Waterloo side	4	ea	\$ 2,000.00	\$	8,000.00
12. New Transformer (primary feeders by utility company)	1	ls	\$ 8,000.00	\$	8,000.00
13. UGE conduit - 1 ea. 5"PVC for primary	200	lf	\$ 25.00	\$	5,000.00
14. UGE conduit 1ea 2" PVC conduit for phone	200	lf	\$ 15.00	\$	3,000.00
15. Door Scopes	5	ea	\$60.00	\$	300.00
16. Allowance Minor curb/street repair & sidewalk at Community Center south entry only	1	ea	\$ 6,000.00	\$	6,000.00
17. Allowance Minor curb/street repair & sidewalk at South Main entry only	1	ea	\$ 12,000.00	\$	12,000.00
18. Allowance Minor curb/street repair & sidewalk at Waterloo Main entry only	1	ea	\$ 40,000.00	\$	40,000.00

C. Exterior

1. Main Waterloo Entry new exterior aluminum storefront glass & doors	534	sf	\$ 35.00	\$	18,690.00
2. Main South Entry new exterior aluminum storefront glass & doors	498	sf	\$ 35.00	\$	17,430.00
3. Community Center South Entry new exterior aluminum storefront glass & doors	77	sf	\$35.00	\$	2,695.00

4. Main South Entry new structure and roof	196	sf	\$ 35.00	\$ 6,860.00
5. New infill brick in lieu of siding	357	sf	\$ 25.00	\$ 8,925.00
6. New exterior windows	898	sf	\$ 35.00	\$ 31,430.00
7. New exterior doors (non-storefront)	3	ea	\$ 650.00	\$ 1,950.00
8. New exterior Hardy plank trim at new window openings	17	ea	\$ 750.00	\$ 12,750.00
9. New brick as required to fix new openings	1	ls	\$ 750.00	\$ 750.00
10. Exterior Patio Awning w/lighting	1	ea	\$ 11,000.00	\$ 11,000.00
11. New caulking and flashing	1	ls	\$ 12,500.00	\$ 12,500.00
12. Exterior South Façade - ventilation grilles	4	ea	\$ 3,000.00	\$ 12,000.00
13. Painting of all exterior hardy board	1	ls	\$ 25,000.00	\$ 25,000.00
14. Landscaping & Reseeding	1	ls	\$ 25,000.00	\$ 25,000.00
15. Paver patio outside Senior Center	1	ls	\$ 8,000.00	\$ 8,000.00
16. Outdoor patio furniture & benches	1	ls	\$ 10,000.00	\$ 10,000.00
17. New conc compressor pads	1	ls	\$ 8,000.00	\$ 8,000.00
18. Custom Aluminum Handrails	2	ls	\$ 4,500.00	\$ 9,000.00
19. Concrete Ramp	1	ls	\$ 25,000.00	\$ 25,000.00
20. Final Building Clean	1	ls	\$ 8,000.00	\$ 8,000.00
21. Custom Dormer Louvers for Fresh Air Intake - typ of 3	3	ea	\$ 15,000.00	\$ 45,000.00
22. Additional insulation above ceiling				

D. Interior

1. Interior storefront at office/lobby	270	sf	\$ 32.50	\$ 8,775.00
2. Glass pass-thru windows - typ of 5	4	ea	\$ 1,200.00	\$ 4,800.00
3. Storefront Door and Windows at Community Center	1	ls	\$ 8,000.00	\$ 8,000.00
4. Mail Room counters and cabinets	1	ls	\$ 8,000.00	\$ 8,000.00
5. Development Department Counter	1	ls	\$ 12,000.00	\$ 12,000.00
6. Mirrors in Restrooms	6	ea	\$ 1,000.00	\$ 6,000.00
7. Counters in Restrooms	2	ea	\$ 2,000.00	\$ 4,000.00
8. Toilet Partitions and accessories	15	ea	\$ 1,500.00	\$ 22,500.00
9. Paint Interior Walls	1	ls	\$ 24,000.00	\$ 24,000.00
10. Ceramic walls in Restrooms	1	ls	\$ 24,000.00	\$ 24,000.00
11. New Carpet Tile - Senior Center	3,386	sf	\$ 5.00	\$ 16,930.00
12. New Carpet Tile - Office	8,218	sf	\$ 5.00	\$ 41,090.00
13. Terazzo Flooring in vestibules, lobby and public restrooms	2,424	sf	\$ 15.00	\$ 36,360.00

14. New 2x2 suspended acoustical ceilings Senior Center	3,386	sf	\$ 4.00	\$ 13,544.00
15. New 2x2 suspended acoustical ceilings - Office	8,218	sf	\$ 4.00	\$ 32,872.00
16. Doors & Hardware	34	ea	\$ 1,200.00	\$ 40,800.00
17. Storefront Doors at lobby	4	ea	\$ 1,200.00	\$ 4,800.00
18. Egress Hardware	3	ea	\$ 1,000.00	\$ 3,000.00
19. 5/8" Gypsum Board	865	lf	\$10.00	\$ 8,650.00
20.Overhead coiling doors	2	ea	\$3,500.00	\$ 7,000.00

E. Signage

1. New Entry Sign Front and Rear	1	ls	\$ 50,000.00	\$ 50,000.00
2. New Front Monument Sign	1	ea	\$ 7,000.00	\$ 7,000.00
3. Restroom & Misc Signage	1	ls	\$ 3,000.00	\$ 3,000.00
4. Dedication Signage (insert in terazzo floor?)	1	ls	\$ 3,500.00	\$ 3,500.00
5. Waterloo Arched Canopy and Sign Community Center	1	ea	\$11,000	\$ 11,000.00
6. Rear Entry Canopy and Sign Community Center	1	ea	\$11,000	\$ 11,000.00

Architectural hard cost construction sub-total **\$ 933,104.00**

Contractor General Conditions 18%	0.18			\$ 167,958.72
Contractor Overhead & Profit 16%	0.16			\$ 149,296.64
Small Project Subcontractor Premium Factor 10%	0.10			\$ 93,310.40

Subtotal-Construction w/o PME **\$ 1,343,669.76**

PME/Prater

Senior Center

HVAC	1	ls	\$ 59,800.00	\$ 59,800.00
Electrical	1	ls	\$ 47,275.77	\$ 47,275.77
Plumbing	1	ls	\$ 24,145.62	\$ 24,145.62

City Office

HVAC	1	ls	\$ 130,600.56	\$ 130,600.56
Electrical	1	ls	\$ 95,423.00	\$ 95,423.00
Plumbing	1	ls	\$ 55,293.76	\$ 55,293.76

Subtotal-Construction w/o PME \$ 412,538.71

Construction Hard Cost Total		\$ 1,756,208.47
Soft Costs & 8% Pre-Construction Contingency	0.16	\$ 280,993.36
Contingency 10%	0.10	\$ 175,620.85
TOTAL BUDGET		\$ 2,212,822.67

*If Is is listed then sf costs were not used it is a lump sum

ALTERNATE SUBTOTAL

Tenant Space		
No Architectural Improvements estimated		
HVAC		\$118,716.26
Electrical		\$89,560.82
Plumbing		\$29,155.44
Subtotal Alternates		\$237,432.52

ORDINANCE NO. 19-072

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT THREE PARCELS OF LAND FROM CROSSROADS CHRISTIAN LIFE CENTER AND DEDICATING 1.784 ACRES OF SUCH LAND AS ROAD RIGHT OF WAY FOR PUBLIC USE AND ACCEPTING SUCH IMPROVEMENTS TO BE KNOWN AS BIGERTON BEND.

WHEREAS, Council approved the rezoning of 27.762 acres to Multi-Family Residential (AR-1) with Ordinance 27-00; and

WHEREAS, a condition of zoning approval was the donation of the floodway on both sides of Tussing-Bachman Ditch at the time that the development plan for the AR-1 tract is approved; and

WHEREAS, a condition of zoning approval was an internal roadway system that will generally follow Dale Bertsch's conceptual plan with the east-west connector road be designed; and

WHEREAS, a condition of the conditional use approval #CU-17-004 the applicant makes the connection to Bigerton Bend from the proposed Canal Street extension and to allow for its incorporation as road right-of-way; and

WHEREAS, Canal Street which was accepted by the City with the approval of the Winchester Boulevard, Waterloo Street, and Canal Street Dedication and Easements recorded as Plat Book 102 Page 38-40 of the Franklin County Recorder's records east of Gender Road be renamed to Bigerton Bend with the acceptance of newly constructed portion of Bigerton Bend as described in Exhibit A.

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

SECTION 1. That Council does hereby accept the 2.356 acre parcel of land depicted in Exhibit A and described in Exhibit B along the Tussing-Bachman Ditch as public land.

Section 2. That Council does hereby accept the 0.764 acre parcel of land depicted in Exhibit A and described in Exhibit C along the Tussing-Bachman Ditch as public land.

Section 3. That Council does hereby accept the 1.784 acre parcel of land depicted in Exhibit A and described in Exhibit D as road right of way for public use and accept such as improvements to be known as Bigerton Bend.

Section 4. That Council does hereby authorize Canal Street east of Gender Road as dedicated in Plat Book 102 Page 38-40 of the Franklin County Recorder's records be renamed to Bigerton Bend.

Section 5. That Council hereby authorizes and directs the Law Director to record and appropriate General Warranty Deed from Crossroads Christian Life Center, evidencing the acceptance of the parcel and the right-of-way dedicated as authorized herein.

SECTION 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

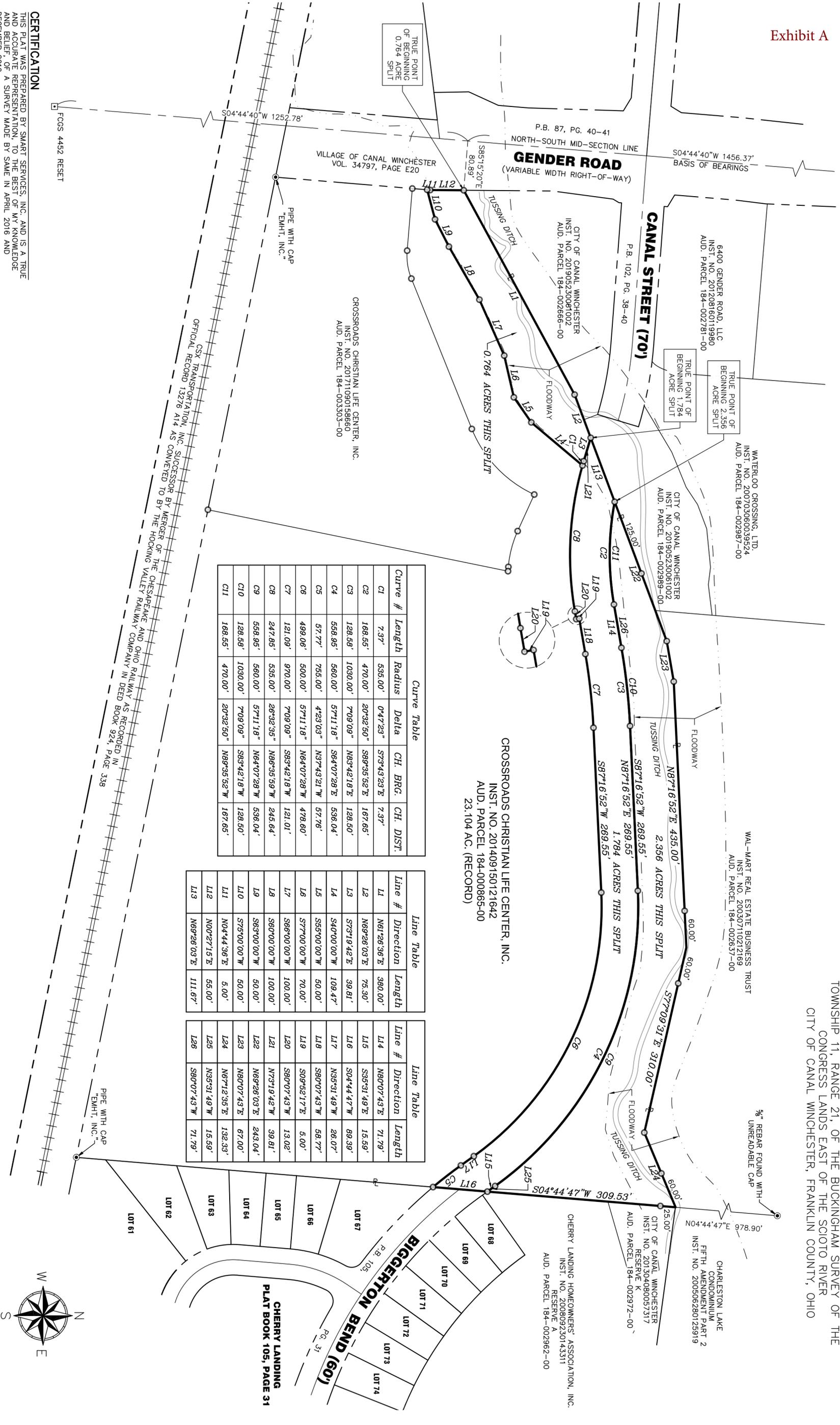
LEGAL COUNCIL

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

CLERK OF COUNCIL

LOT SPLIT SURVEY FOR CROSSROADS CHRISTIAN LIFE CENTER

PART OF THE NORTHEAST QUARTER OF SECTION 25
TOWNSHIP 11, RANGE 21, OF THE BUCKINGHAM SURVEY OF THE
CONGRESS LANDS EAST OF THE SCIOTO RIVER
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO



Curve #	Length	Radius	Delta	CH. BRG.	CH. DIST.
C1	7.37'	535.00'	0°47'23"	S79°43'23"E	7.37'
C2	168.55'	470.00'	20°32'50"	S89°35'52"E	167.65'
C3	128.58'	1030.00'	7°09'09"	N83°42'18"E	128.50'
C4	558.95'	560.00'	57°11'18"	S64°07'28"E	536.04'
C5	57.77'	765.00'	4°23'03"	N37°43'21"W	57.76'
C6	499.06'	500.00'	57°11'18"	N64°07'28"W	478.60'
C7	121.09'	970.00'	7°09'09"	S83°42'18"W	121.01'
C8	247.85'	535.00'	26°32'35"	N86°35'58"W	245.64'
C9	558.95'	560.00'	57°11'18"	N64°07'28"W	536.04'
C10	128.58'	1030.00'	7°09'09"	S83°42'18"W	128.50'
C11	168.55'	470.00'	20°32'50"	N89°35'52"W	167.65'

Line #	Direction	Length
L1	N61°26'36"E	380.00'
L2	N69°26'03"E	75.30'
L3	S73°19'42"E	39.81'
L4	S40°00'00"W	109.47'
L5	S55°00'00"W	50.00'
L6	S77°00'00"W	70.00'
L7	S66°00'00"W	100.00'
L8	S60°00'00"W	100.00'
L9	S63°00'00"W	50.00'
L10	S75°00'00"W	50.00'
L11	N04°44'36"E	5.00'
L12	N00°27'15"E	55.00'
L13	N69°26'03"E	111.67'

Line #	Direction	Length
L14	N80°07'43"E	71.79'
L15	S35°31'49"E	15.59'
L16	S04°44'47"W	89.39'
L17	N35°31'49"W	28.07'
L18	S80°07'43"W	56.77'
L19	S09°52'17"E	5.00'
L20	S80°07'43"W	13.02'
L21	N73°19'42"W	39.81'
L22	N69°26'03"E	243.04'
L23	N80°07'43"E	67.00'
L24	N67°12'35"E	132.33'
L25	N35°31'49"W	15.59'
L26	S80°07'43"W	71.79'

CERTIFICATION
THIS PLAT WAS PREPARED BY SMART SERVICES, INC. AND IS A TRUE AND ACCURATE REPRESENTATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, OF A SURVEY MADE BY SAME IN APRIL 2016 AND DECEMBER 2019.

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE POLICY. ALL OWNERSHIP SHOWN IS BASED UPON RECORD DATA ACQUIRED AT THE TIME OF SURVEY. NO GUARANTEE IS PLACED UPON ACTUAL OWNERSHIP OF ANY PROPERTY.

EASEMENTS MAY EXIST ON SUBJECT PROPERTY THAT WOULD BE REVEALED IN A TITLE EXAMINATION.

BRIAN D. SMART REG. SURVEYOR NO. 7611

PROPERTY ADDRESS
GENDER ROAD, CANAL WINCHESTER, OHIO

PERTINENT DOCUMENTS
DEEDS TO SUBJECT PROPERTY AND ADJACENT PROPERTIES
SUBDIVISION PLATS AS SHOWN
ROADWAY DEDICATION PLATS AS SHOWN

BASIS OF BEARINGS
BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007).

LEGEND

- 1" PIPE FOUND - UNLESS OTHERWISE NOTED
- 5/8" x 30" REBAR W/YELLOW I.D.
- CAP LABELED "SMART SERVICES"
- ▲ RAILROAD SPIKE FOUND
- ⊗ MAG NAIL
- MONUMENT ASSEMBLY

DRAWN BY:	B. SMART	DATE:	DEC. 12, 2019
CHECKED BY:	B. SMART	DRAWING NO.:	670701 R1/DWG
DWG NO.:	670701	SHEET	1 OF 1

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

PREPARED BY:
SMART SERVICES, INC.
88 W. CHURCH STREET, NEWARK, OHIO 43055
PHONE: (740) 345-4700 FAX: (740) 522-4706

Exhibit B



LEGAL DESCRIPTION
2.356 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 1 of 3

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road (variable width right-of-way); thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, *South 04 degrees 44 minutes 40 seconds West, 1456.37 feet* to a point, said point being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25, South 04 degrees 44 minutes 40 seconds West, 1252.78 feet;

Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, and the northwest corner of said Crossroads Christian Life Center property;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Three (3) courses:

1. *North 61 degrees 26 minutes 36 seconds East, 380.00 feet* to an Iron Pin Set;
2. *North 69 degrees 26 minutes 03 seconds East, 75.30 feet* to an Iron Pin Set in the southerly line of a proposed roadway extension;
3. *North 69 degrees 26 minutes 03 seconds East, 111.67 feet* to an Iron Pin Set in the northerly line of a proposed roadway extension, and the **True Point of Beginning** of the parcel herein described;

Thence continuing along the northerly line of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002) and the property conveyed to Wal-Mart Real Estate Business Trust by Inst. No. 200307110212169, **North 69 degrees 26 minutes 03 seconds East, 243.04 feet** to an Iron Pin Set, passing an Iron Pin Set at 125.00 feet;

LEGAL DESCRIPTION
2.356 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 2 of 3

Thence along the northerly lines of said Crossroads Christian Life Center property, and along the southerly lines of said Wal-Mart Real Estate Business Trust property, the following Four (4) Courses:

- 1) **North 80 degrees 07 minutes 43 seconds East, 67.00 feet** to an Iron Pin Set;
- 2) **North 87 degrees 16 minutes 52 seconds East, 435.00 feet** to a point, passing an Iron Pin Set at 375.00 feet;
- 3) **South 77 degrees 09 minutes 31 seconds East, 310.00 feet** to an Iron Pin Set,, passing an Iron Pin Set at 60.00 feet;
- 4) **North 67 degrees 12 minutes 35 seconds East, 132.33 feet** to a point at the northeast corner of said Crossroads Christian Life Center property, said point being the southeast corner of said Wal-Mart Real Estate Business Trust property, the southwest corner of Charleston Lake Condominium Fifth Amendment Part 2 as recorded in Inst. No. 200506280125919, and the northwest corner of Reserve K of Cherry Landing as recorded in Plat Book 105, Page 31, passing an Iron Pin Set at 72.33 feet;

Thence along the easterly line of said Crossroads Christian Life Center property, and the westerly line of Reserves K and A of said Cherry Landing, **South 04 degrees 44 minutes 47 seconds West, 309.53 feet** to an Iron Pin Set, passing an Iron Pin Set at 25.00 feet;

Thence crossing said Crossroads Christian Life Center property, the following Six (6) courses:

- 1) **North 35 degrees 31 minutes 49 seconds West, 15.59 feet** to an Iron Pin Set at a point of curvature;
- 2) Along a curve to the left having a **radius of 560.00 feet, an arc length of 558.95 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears North 64 degrees 07 minutes 28 seconds West, 536.04 feet** to an Iron Pin Set;
- 3) **South 87 degrees 16 minutes 52 seconds West, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 4) Along a curve to the left having a **radius of 1030.00 feet, an arc length of 128.58 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears South 83 degrees 42 minutes 18 seconds West, 128.50 feet** to an Iron Pin Set;
- 5) **South 80 degrees 07 minutes 43 seconds West, 71.79 feet** to an Iron Pin Set at a point of curvature;
- 6) Along a curve to the right having a **radius of 470.00 feet, an arc length of 168.55 feet, a delta angle of 020 degrees 32 minutes 50 seconds, and a chord which bears North 89 degrees 35 minutes 52 seconds West, 167.65 feet** to the True Point of Beginning, **containing 2.356 acres** more or less

LEGAL DESCRIPTION
2.356 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 3 of 3

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

Brian D. Smart, P.S.
Registered Surveyor No. 7611

Exhibit C



LEGAL DESCRIPTION
0.764 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 1 of 2

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road (variable width right-of-way); thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, *South 04 degrees 44 minutes 40 seconds West, 1456.37 feet* to a point, said point being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25, *South 04 degrees 44 minutes 40 seconds West, 1252.78 feet*;

Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, the northwest corner of said Crossroads Christian Life Center property, and the **True Point of Beginning** of the parcel herein described;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Two (2) courses:

1. **North 61 degrees 26 minutes 36 seconds East, 380.00 feet** to an Iron Pin Set;
2. **North 69 degrees 26 minutes 03 seconds East, 75.30 feet** to an Iron Pin Set in the southerly line of a proposed roadway extension;

Thence crossing said Crossroads Christian Life Center property, along the southerly line of a proposed roadway extension the following Two (2) Courses:

- 1) **South 73 degrees 19 minutes 42 seconds East, 39.81 feet** to an Iron Pin Set at a point of curvature;
- 2) Along a curve to the left having a **radius of 535.00 feet, an arc length of 7.37 feet, a delta angle of 000 degrees 47 minutes 23 seconds, and a chord which bears South 73 degrees 43 minutes 23 seconds East, 7.37 feet** to an Iron Pin Set;

LEGAL DESCRIPTION
0.764 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 2 of 2

Thence crossing said Crossroads Christian Life Center property the following Seven (7) Courses:

- 1) **South 40 degrees 00 minutes 00 seconds West, 109.47 feet** to an Iron Pin Set;
- 2) **South 55 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set;
- 3) **South 77 degrees 00 minutes 00 seconds West, 70.00 feet** to an Iron Pin Set;
- 4) **South 66 degrees 00 minutes 00 seconds West, 100.00 feet** to an Iron Pin Set;
- 5) **South 60 degrees 00 minutes 00 seconds West, 100.00 feet** to an Iron Pin Set;
- 6) **South 63 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set;
- 7) **South 75 degrees 00 minutes 00 seconds West, 50.00 feet** to an Iron Pin Set on the easterly right-of-way line of Gender Road, said point being the easterly line of said Village of Canal Winchester property (O.R. 34797 E20), and in the westerly line of said Crossroads Christian Life Center property;

Thence along the easterly right-of-way line of Gender Road, the easterly line of said Village of Canal Winchester property (O.R. 34797 E20), and the westerly line of said Crossroads Christian Life Center property, the following Two (2) courses:

- 1) **North 04 degrees 44 minutes 36 seconds East, 5.00 feet** to an Iron Pin Set;
- 2) **North 00 degrees 27 minutes 15 seconds East, 55.00 feet** to the True Point of Beginning, **containing 0.764 acres** more or less

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

Brian D. Smart, P.S.
Registered Surveyor No. 7611

Exhibit D



LEGAL DESCRIPTION
1.784 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 1 of 3

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, being part of the Northeast Quarter of Section 25, Township 11, Range 21, of the Buckingham Survey of the Congress Lands East of the Scioto River, and being part of the 23.104 Acre (record) property conveyed to Crossroads Christian Life Center, Inc. by Instrument Number 201409150121642, of the Franklin County Recorder's Office, (part of Auditor's Parcel No. 184-000865-00), and being more particularly described as follows:

Beginning for Reference at "Franklin County Geodetic Survey Monument 2270 Reset", an Aluminum Disk in Concrete Monument Found at the north quarter corner of Section 25, said point being in the centerline of Gender Road (variable width right-of-way); thence along the north-south mid-section line of Section 25, and the centerline of Gender Road, *South 04 degrees 44 minutes 40 seconds West, 1456.37 feet* to a point, said point being referenced by "Franklin County Geodetic Survey Monument 4452 Reset", an Aluminum Disk in Concrete Monument Found at the center of Section 25, *South 04 degrees 44 minutes 40 seconds West, 1252.78 feet*;

Thence crossing the right-of-way of Gender Road, *South 85 degrees 15 minutes 20 seconds East, 80.89 feet* to an Iron Pin Set on the easterly line of the property conveyed to the Village of Canal Winchester as recorded in Official Record 34797 E20, said point also being the southwest corner of the property conveyed to the City of Canal Winchester by Inst. No. 201905230061002, and the northwest corner of said Crossroads Christian Life Center property;

Thence along the northerly lines of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), the following Two (2) courses:

1. *North 61 degrees 26 minutes 36 seconds East, 380.00 feet* to an Iron Pin Set;
2. *North 69 degrees 26 minutes 03 seconds East, 75.30 feet* to an Iron Pin Set in the southerly line of a proposed roadway extension, and the **True Point of Beginning** of the parcel herein described;

Thence continuing along the northerly line of said Crossroads Christian Life Center property, and the southerly lines of said City of Canal Winchester property (Inst. No. 201905230061002), **North 69 degrees 26 minutes 03 seconds East, 111.67 feet** to an Iron Pin Set;

Thence crossing said Crossroads Christian Life Center property, the following Six (6) courses:

- 1) Along a curve to the left having a **radius of 470.00 feet, an arc length of 168.55 feet, a delta angle of 020 degrees 32 minutes 50 seconds, and a chord which bears South 89 degrees 35 minutes 52 seconds East, 167.65 feet** to an Iron Pin Set;
- 2) **North 80 degrees 07 minutes 43 seconds East, 71.79 feet** to an Iron Pin Set at a point of curvature;

LEGAL DESCRIPTION
1.784 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 2 of 3

- 3) Along a curve to the right having a **radius of 1030.00 feet, an arc length of 128.58 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears North 83 degrees 42 minutes 18 seconds East, 128.50 feet** to an Iron Pin Set;
- 4) **North 87 degrees 16 minutes 52 seconds East, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 5) Along a curve to the right having a **radius of 560.00 feet, an arc length of 558.95 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears South 64 degrees 07 minutes 28 seconds East, 536.04 feet** to an Iron Pin Set;
- 6) **South 35 degrees 31 minutes 49 seconds East, 15.59 feet** to an Iron Pin Set on the easterly line of said Crossroads Christian Life Center property, said point being in the westerly line of Cherry Landing as recorded in Plat Book 105, Page 31;

Thence along the easterly line of said Crossroads Christian Life Center property, and the westerly line of said Cherry Landing, **South 04 degrees 44 minutes 47 seconds West, 89.39 feet** to an Iron Pin Set;

Thence crossing said Crossroads Christian Life Center property, the following Ten (10) courses:

- 1) Along a curve to the right whose **radius bears North 50 degrees 05 minutes 07 seconds East, 755.00 feet, having an arc length of 57.77 feet, a delta angle of 004 degrees 23 minutes 03 seconds, and a chord which bears North 37 degrees 43 minutes 21 seconds West, 57.76 feet** to an Iron Pin Set;
- 2) **North 35 degrees 31 minutes 49 seconds West, 26.07 feet** to an Iron Pin Set at a point of curvature;
- 3) Along a curve to the left having a **radius of 500.00 feet, an arc length of 499.06 feet, a delta angle of 057 degrees 11 minutes 18 seconds, and a chord which bears North 64 degrees 07 minutes 28 seconds West, 478.60 feet** to an Iron Pin Set;
- 4) **South 87 degrees 16 minutes 52 seconds West, 269.55 feet** to an Iron Pin Set at a point of curvature;
- 5) Along a curve to the left having a **radius of 970.00 feet, an arc length of 121.09 feet, a delta angle of 007 degrees 09 minutes 09 seconds, and a chord which bears South 83 degrees 42 minutes 18 seconds West, 121.01 feet** to an Iron Pin Set;
- 6) **South 80 degrees 07 minutes 43 seconds West, 58.77 feet** to an Iron Pin Set;
- 7) **South 09 degrees 52 minutes 17 seconds East, 5.00 feet** to an Iron Pin Set;

LEGAL DESCRIPTION
1.784 ACRES
FOR CROSSROADS CHRISTIAN LIFE CENTER
December 12, 2019
Page 3 of 3

- 8) **South 80 degrees 07 minutes 43 seconds West, 13.02 feet** to an Iron Pin Set at a point of curvature;
- 9) Along a curve to the right having a **radius of 535.00 feet, an arc length of 247.85 feet, a delta angle of 026 degrees 32 minutes 35 seconds, and a chord which bears North 86 degrees 35 minutes 59 seconds West, 245.64 feet** to an Iron Pin Set;
- 10) Thence **North 73 degrees 19 minutes 42 seconds West, 39.31 feet** to the True Point of Beginning, **containing 1.784 acres** more or less

Subject to any and all easements, right-of-ways, conditions and restrictions of record. BEARINGS SHOWN HEREON ARE BASED UPON THE CENTERLINE OF GENDER ROAD BETWEEN FCGS 2270 RESET AND FCGS 4452 RESET AS BEING SOUTH 04 DEGREES 44 MINUTES 40 SECONDS WEST, REFERENCED TO NAD83 (NSRS 2007). This description was prepared by Smart Services, Inc. in December 2019 and is based upon actual field measurements.

Brian D. Smart, P.S.
Registered Surveyor No. 7611

ORDINANCE NO. 20-001

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROSECUTION OF CERTAIN CRIMINAL CASES AND CERTAIN CIVIL DIVISION CASES IN THE FRANKLIN COUNTY MUNICIPAL COURT FOR THE CALENDAR YEAR 2020 WITH THE CITY OF COLUMBUS ATTORNEY'S OFFICE

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the City of Columbus Attorney's Office for the prosecution of certain criminal cases in the Franklin County Municipal Court; and

WHEREAS, the City of Columbus Attorney's Office may also provide representation of the Bureau of Motor Vehicles in certain cases in the Civil Division of the Franklin County Municipal Court;

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 the City of Canal Winchester with the City of Columbus Attorney's Office to provide prosecution of certain criminal cases in the Franklin County Municipal Court for the period from January 1, 2020 through December 31, 2020 as detailed in the attached Exhibit A and included 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

CONTRACT FOR LEGAL SERVICES

This contract is made this 11th day of December 2019 by and between the City Attorney of Columbus, Ohio (hereinafter "City Attorney") and the City of Canal Winchester for the prosecution of certain cases in the Franklin County Municipal Court, Criminal Division, for the provision of victim advocacy services by the City Attorney's Prosecutor Division, Domestic Violence/Stalking Unit (hereinafter "DVSU"), and for the representation of the Bureau of Motor Vehicles (hereinafter "BMV") in certain cases before the Franklin County Municipal Court, Civil Division.

SCOPE OF SERVICES:

1. The City Attorney, by and through its personnel in the Prosecutor Division, shall represent the BMV in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code Sections 4510.17 and 4510.037, in which the legal representative of the City of Canal Winchester would otherwise have a duty to represent the BMV.

2. The City Attorney, by and through its personnel in the Intake Section of the Prosecution Resources Unit ("PRU") of the Prosecutor Division, shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio and/or the Ordinances of the City of Canal Winchester, alleged to have occurred within the jurisdictional limits of the City of Canal Winchester, Franklin County. When appropriate, as determined by PRU personnel, the PRU will assist such individuals in the preparation and filing of complaints charging such offenses, in the sending of warning letters, in the provision of mediation services, and/or in the referring of matters for civil protection orders or to other governmental and/or social services agencies.

CONTRACT TERM:

The term of this Contract shall commence on January 1, 2020, and shall conclude on December 31, 2020, subject to prior termination as hereinafter provided. This Contract may be renewed at the option of both parties before the end date of this Contract.

BILLING AND PAYMENT TERMS:

<u>Services</u>	<u>Flat Fee</u>
Case with BMV Hearing(s)	\$30
Intake Services	\$30

- This billing structure shall apply to:
 - Intake services provided on or after January 1, 2020;

- BMV Hearings scheduled on or after January 1, 2020;
- Our office will bill your municipality on a quarterly basis and full payment is required within 90 days of the invoice date.
- Any cases/intake services/appeals commencing prior to January 1, 2020 shall be subject to the terms of the 2019 contract with our office.

TERMINATION:

Notwithstanding anything to the contrary in this Contract, both parties may terminate this Contract without liability upon written notice to the other party at least 30 days prior to termination.

APPLICABLE LAW:

The parties hereto agree that this Contract and the performance hereunder shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Contract on the day and year written above.

CITY OF COLUMBUS, OHIO

By: _____


Zach Klein, City Attorney

CITY OF CANAL WINCHESTER, OHIO

By: _____

ORDINANCE NO. 20-002

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH QUALITY CONTROL INSPECTION, INC. FOR CONSULTING SERVICES RELATING TO CONSTRUCTION INSPECTION FOR THE PERIOD FROM JANUARY 31, 2020 THROUGH DECEMBER 31, 2022.

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide for consulting services relating to construction inspection for private and public capital projects in the City; and

WHEREAS, it is necessary to enter into such agreement immediately to provide for construction inspection;

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

Section 1. That the Mayor be, and hereby is, authorized to enter into and execute an agreement with Quality Control Inspection, Inc. to provide construction inspection for private and public capital projects in the City for the Period from January 31, 2020 through December 31, 2022.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Clerk of Council



Agreement

Contract No.: 110-19-05
Expiration: 12-31-2022
Client: City of Canal Winchester
Service: General Project Representation/
Contract Administration

This Agreement made this ____ day of _____ 201__ by and between Quality Control Inspection, Inc ("QCI") and the City of Canal Winchester ("OWNER").

WITNESSETH:

WHEREAS, QCI is in the business of providing consulting services relating to construction inspection

WHEREAS, the OWNER is desirous of engaging QCI to retain consulting services relating to construction inspection and contract administration as more fully set forth below: and

WHEREAS, on _____, 201_ the _____ authorized the hiring of QCI by Resolution # _____; and

WHEREAS, QCI and OWNER have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the OWNER hereby agree as follows:

ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR"), and Contract Administrators ("CA") for use by the OWNER and at the direction of the OWNER's engineer ("ENGINEER") to inspect and consult on work being performed by Contractors hired, or authorized to perform work, by the OWNER.

1. RPR Classifications:

- a.) Class I RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more typical nature, *i.e.*: Roadway and underground utility construction , new development projects or other types of projects mutually agreed upon by the OWNER and QCI to be of typical nature.
- b.) Class II RPR's shall have the technical practical experience to perform the services as described herein on public works projects of a more specialized nature, *i.e.*: wastewater treatment plants, water plants, water towers, bridges, non-hazard landfills, building construction or other types of work mutually agreed upon by the OWNER and QCI to be of a highly specialized nature.

2. Duties and Responsibilities:

- a.) Liaison: Serve as the ENGINEER's liaison with Contractor working principally through Contractors Superintendent and assist him/her in understanding the intent

of the Contract Documents.

b.) Review of work, Rejection of Defective Work, Inspection, and Tests:

- (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (ii) Report to the ENGINEER and OWNER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise ENGINEER and OWNER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (iii) Verify that tests are conducted as required by the Contract Documents and in the presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the ENGINEER and OWNER appropriate details relative to the test procedures.
- (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to ENGINEER and OWNER.

c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the ENGINEER.

d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to ENGINEER and OWNER.

e.) Reports:

- (i) Furnish ENGINEER and OWNER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
- (ii) Consult with ENGINEER and OWNER in advance of scheduled major tests, inspections, or start of important phases of work.

f.) RPR:

- (i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials that do not conform to the Specifications and Contract.
- (ii) The RPR is authorized to reject non-specified materials.

g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward those with recommendations to ENGINEER and OWNER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

- (i) Submit to Contractor a list of observed items requiring completion or correction.
- (ii) Conduct final inspection in the presence of the ENGINEER, OWNER and Contractor and prepare a final list of items to be completed or corrected.
- (iii) Verify that all items on final list have been completed or corrected and make recommendations to ENGINEER and OWNER concerning acceptance.

i.) Additional Duties and Responsibilities: In addition to the duties and responsibilities as spelled out in Article 1 - Scope of Service, at the request of the ENGINEER, the CA shall act as a liaison Officer between the ENGINEER, and the RPR, and shall, under the ENGINEER's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the ENGINEER.

j.) At the written request of OWNER, QCI shall provide an Ohio licensed engineer for the purpose of construction engineering (CE) consulting services as may be required from time-to-time by the OWNER.

ARTICLE II - LIMITATIONS

Except upon written instruction of the ENGINEER or OWNER, the RPR, CA or CE:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not issue instructions contrary to the contract plans, specifications, or contract documents.
3. Shall not exceed limitations of the ENGINEERs authority as set forth in the Contract Documents.
4. Shall not undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's Superintendent, or expedite the work.
5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
6. Shall not issue directions as to safety precautions and programs in connection with the work.
7. Shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

ARTICLE III - OWNER RESPONSIBILITY

1. The OWNER Designates Mr. William Sims as its Owner's Representative to coordinate the work of QCI. The Owner's Representative shall be the source of instruction to QCI and shall have the authority to interpret OWNER's policies and procedures as necessary to maintain QCI's work schedule. The Owner Representative shall have the right to

reasonably approve all personnel assigned by QCI.

2. OWNER shall provide QCI with any additional information including approved Final Subdivision Plans, Cut Sheets, Reports, OWNER Standard Construction Drawings and Specifications, Maps and Tax Maps insofar as the information is available or may be secured by the OWNER.
3. OWNER shall bear the cost of furnishing the information indicated above as a cost separate and apart from fees paid to QCI under the terms and conditions of this Agreement, except as may be otherwise noted.

ARTICLE IV - FEES

1. Fee Schedule:

- a.) The OWNER shall pay to QCI the fees as set forth in Exhibit "A" attached hereto,
- b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.
- c.) QCI shall submit a monthly invoice to the OWNER, specifying the project name, total RPR hours worked, CA hours worked and any additional reimbursable expenses with prior approval from the OWNER.
- d.) Payment shall be made to Quality Control Inspection, Inc., 40 Tarbell Avenue, Bedford, Ohio 44146, or QCI's assigned financial agent within THIRTY (30) days of the dated invoice.
- e.) In the event the OWNER or QCI desires to terminate this Agreement, it may be terminated upon a SEVEN (7) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of notice and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.
- f.) This agreement shall become effective upon "Acceptance" and remain in effect through January 10, 2020 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

ARTICLE V - INDEMNIFICATION

1. Indemnification and Hold Harmless:

- a.) OWNER shall indemnify, defend, and hold QCI harmless from and against any and all liabilities, losses, claims, damages, suits, actions, judgments, costs, charges and other expenses of whatsoever nature or character arising out of or occasioned by injury or death to any person or persons, or damages to any property, or any other damages whatsoever, except as otherwise may be limited to this agreement, caused by reason of the performance of services hereunder as RPR/CA or otherwise for the OWNER, its servants, agents, employees, contractors, sub-contractors; provided, however, that QCI acted in good faith in a manner which, under the circumstances, a reasonable person might believe to be in or not opposed to the best interests of the OWNER. OWNER agrees not to assert as a defense to its indemnification obligations hereunder any immunity to which it may be entitled under Section 35, Article II of the Ohio Constitution or Sections 4123.74 and

4123.741 of the Ohio Revised Code. This indemnity obligation of OWNER shall not be applicable to the extent QCI is provided coverage under the insurance policy set forth in letter e.) below, or to the extent that this indemnity obligation is prohibited or limited by the laws of the State of Ohio.

- b.) In connection with the indemnification to be provided by the OWNER hereunder, the OWNER shall have the right to designate the attorney to represent QCI, and such attorney may be the Solicitor or Law Director of the OWNER.
- c.) In the event the OWNER shall incur expenses on behalf of QCI hereunder in connection with a claim or matter as to which QCI shall be adjudged to be liable for negligence or intentional misconduct or violation of civil rights, as provided above, QCI shall reimburse the OWNER for such expenses reasonably incurred by it.
- d.) With respect to any claim or matter as to which the OWNER shall undertake to indemnify QCI, no amount shall be paid in settlement thereof unless the OWNER has approved such payment.
- e.) QCI shall at all times maintain in force and effect professional liability insurance with a Limit of liability of not less than \$2,000,000.00 and in a form generally the same as its current coverage provided by Enestan Insurance Company.
- f.) In the event the OWNER indemnifies QCI hereunder in connection with a claim or matter as to which QCI's insurance carrier has denied coverage under QCI's insurance policy, QCI shall, upon request of the OWNER, assign to the OWNER all of its rights against the insurance carrier arising by reason of such denial.
- g.) As used in this Section, the term "QCI" shall include: employees; agents and sub-consultants of QCI in connection with the performance of services hereunder.
- h.) Notwithstanding any of the foregoing provisions of this Section, this Section shall not apply to any claims that may be asserted by the OWNER against QCI in connection with his performance of services for the OWNER.

ARTICLE VI - NON-SOLICITATION OF QCI EMPLOYEES

1. Solicitation of QCI Employees.

- a.) **Information About QCI Employees.** OWNER may work closely with employees of QCI performing services under this Agreement. Any information about such employees which becomes known to OWNER during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by OWNER in soliciting employees of QCI at any time. OWNER agrees to protect the confidentiality of such information, to the extent that these terms are permitted under public records law.
- b.) **Solicitation of Employees Prohibited.** During the term QCI is performing services for OWNER and from one (1) year following the cessation of such services, OWNER shall not directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.

- c.) Injunctive Relief. OWNER agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.
- d.) Liquidated Damages. OWNER agrees and acknowledges that the actual damages, which would result by any breach by it of this Agreement, are uncertain and would be extremely difficult to ascertain. OWNER therefore agrees to pay QCI a sum equal to thirty-five percent (35%) of the annual compensation previously paid by QCI to any employee(s) of QCI that leave(s), as a result of OWNER's breach of this Agreement, and any damages over and above this amount to which QCI may be entitled by law.

ARTICLE VII - COPYRIGHTS

OWNER acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System, which shall remain the sole property of QCI, and nothing herein shall be deemed to create any rights to OWNER in violation of the rights or interest of QCI or any third party. OWNER acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by OWNER of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach, without bond or other security being required.

ARTICLE VIII - GENERAL

- 1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.
- 2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.
- 3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.
- 4. Amendments. During the term of this Agreement, OWNER and QCI may amend this Agreement provided; however, any such amendment must be in writing and signed by both OWNER and QCI.
- 5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties reasonable control, whether or not of the kind specified herein.
- 6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of

any subsequent breach or violation.

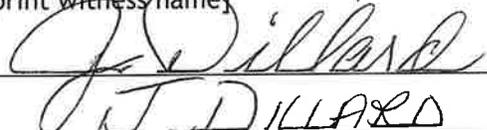
7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above mentioned.

WITNESSES:



GABRIELLE CAPONE
[print witness name]



J. DILLARD
[print witness name]

[print witness name]

[print witness name]

QUALITY CONTROL INSPECTION, INC.

By: 

Print Name: Rick Capone
Title: President

CITY OF CANAL WINCHESTER

By: _____
Print Name: Michael Ebert
Title: Mayor

EXHIBIT "A"

1. Fee.
 - a.) **Resident Project Representative - Class I** - \$54.10 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$81.11 per hour, per person for each extra hour worked.
 - b.) **Resident Project Representative - Class II** - \$61.29 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours, which exceed a total of eight hours (8) per day, will be regarded as an extra for which compensation will be in the sum of \$91.93 per hour, per person for each extra hour worked.
 - c.) **Contract Administration** - \$84.98 per hour, per person.
 - d.) **Construction Engineer** - \$88.58 per hour, per person.
 - d.) **Mileage Reimbursement** – QCI shall be reimbursed the current IRS “Standard Mileage Rate” for mileage reimbursement for any required driving.
 - e.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.
 - f.) OWNER/Developer's Representative shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
 - g.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, incidental thereto; providing and maintaining field office facilities including furnishings and utilities; reproduction of reports, drawings and specifications and similar project related items.
 - i.) All QCI personnel shall have made available to them, when necessary, inspection equipment for all assignments as identified in exhibit "B".

EXHIBIT "B"

Tool Inventory List

Air Temperature Thermometer	Asphalt Thermometer
Calculator	Flashlight
Hard Hat	Level (4'-0)
Level (Torpedo)	Pick
Probe	Ruler (6'-0 Folding)
Safety Vest	Shovel
Spec. Book (City of Columbus & State of Ohio, D.O.T.)	Columbus/ODOT Standard Drawings
Wheel (Measuring)	Cellular Telephone & Digital Camera

ORDINANCE NO. 20-003

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR INDIGENT DEFENSE REPRESENTATION IN THE FRANKLIN COUNTY MUNICIPAL COURT WITH THE FRANKLIN COUNTY PUBLIC DEFENDER ON BEHALF OF THE CITY OF CANAL WINCHESTER MAYORS COURT FOR THE CALENDAR YEAR 2020

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Franklin County Public Defender for indigent defense representation in the Franklin County Municipal Court; 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 the City of Canal Winchester with the Franklin County Public Defender to provide indigent defense representation in the Franklin County Municipal Court for the period from January 1, 2020 through December 31, 2020 as detailed in the attached Exhibit A and included herein by reference.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____

CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LAW DIRECTOR

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

CLERK OF COUNCIL

FRANKLIN COUNTY PUBLIC DEFENDER

373 South High Street
(614) 645-8980

12th Floor
(614) 525-3194

Columbus, Ohio 43215
Fax (614) 461-6470

CONTRACT

This Agreement, beginning on January 1, 2020, by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev. Code, section 120.14(E), Ohio Administrative Code 120-1-09, and the City of Canal Winchester, for the defense of indigent defendants before the Franklin County Municipal Court; the parties agree as follows:

The Franklin County Public Defender Commission hereby agrees to represent, through the personnel employed by the Franklin County Public Defender Commission, all indigent persons, coming before the Franklin County Municipal Court, Criminal Division, charged with a violation of an ordinance of the City of Canal Winchester, which occur within the limits of Canal Winchester, Ohio; provided that the Franklin County Public Defender Commission, reserves the right to decline representation if a conflict of interest exists in any specific case filed in or coming before the Franklin County Municipal Court; and, provided further, that the Mayor of Canal Winchester, Ohio, reserves the right to appoint other counsel to represent defendants charged with a violation of an ordinance of Canal Winchester, Ohio, or traffic and/or criminal statutes of the State of Ohio, which occur within the jurisdictional limits of Canal Winchester, Ohio in any specific case filed in or coming before the Franklin County Municipal Court.

The City of Canal Winchester agrees to pay the sum of \$46.06 per case. For purposes of the terms and conditions of this contract, a "case" is defined in accordance with the Ohio Public Defender "Standards and Guidelines for County Public Defender Office Reimbursement". Furthermore, the amount reflected in this contract does not exceed the fee schedule adopted by Franklin County Commissioners pursuant to Ohio Revised Code 120.33. Said sum due will be invoiced by the Franklin County Public Defender at quarterly intervals. Checks or warrants should be made payable to the Columbus City Treasurer - Public Defender Service.

The parties agree all services shall conform with all rules, standards, and guidelines issued by the Office of the Ohio Public Defender and the Ohio Public Defender Commission.

This contract may be terminated by either party at any time before the expiration of the contract, by giving thirty (30) days written notice to the other party, of its intention to terminate.

The parties further agree that this Contract shall be in full force and effect from the date first written above through December 31, 2020, unless terminated earlier, as provided herein.

IN WITNESS WHEREOF, the parties have executed this Contract, this ____ day of _____, 20__.

City of Canal Winchester

BY: _____
Mayor of Canal Winchester

BY: _____
Auditor

Franklin County Public Defender Commission

BY: _____
Richard F. Swope
Chairman

ORDINANCE NO. 20-004

AN ORDINANCE AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A COMMUNITY REINVESTMENT AREA AGREEMENT WITH NORTHPOINT DEVELOPMENT, L.L.C., PURSUANT TO SECTION 3735.671 OF THE OHIO REVISED CODE; AUTHORIZING THE CITY OF CANAL WINCHESTER TO ENTER INTO A RELATED SCHOOL COMPENSATION AGREEMENT WITH THE CANAL WINCHESTER LOCAL SCHOOL DISTRICT AND NORTHPOINT DEVELOPMENT, L.L.C.

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 19-024 adopted by the Council on October 7, 2019 (the “Resolution”), designated the area specified in the Resolution as the Route 33 North Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, Northpoint Development, L.L.C., a Missouri limited liability company (the “Developer”) is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the “Project Site”) and is expected to own initially the buildings on the Project Site; and

WHEREAS, the Developer wishes to enter into a community reinvestment area agreement (“CRA Agreement”), pursuant to Section 4 of Resolution No. 19-024, to receive an exemption from taxation for a commercial or industrial development project consisting of an estimated \$30,000,000.00 investment in the construction of approximately 860,000 square feet of commercial or industrial space, estimated to create approximately 80 full-time jobs and a \$2,400,000.00 payroll; and

WHEREAS, the City and Developer have negotiated terms for the CRA Agreement, the proposed draft of which is attached hereto and labeled Exhibit B, subject to City Council providing the Mayor authority to execute the CRA Agreement; and

WHEREAS, the Project Site is located in the Canal Winchester Local School District (the “Local School District”) and the Eastland-Fairfield Joint Vocational School District, and the board of education of each school district has been notified of the proposed approval of this Agreement in accordance with R.C. Sections 3735.671 and 5709.83, or has waived such notice, and has been given a copy of the draft CRA Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the Canal Winchester Local School District has (i) approved the terms of the CRA Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new

structures and the fifty percent (50%) real property tax exemption for ten (10) years for the increase in the assessed value attributable to remodeling for which the cost is at least \$100,000.00 at the Project Site; (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.671 and 5709.83; (iii) consented to the approval and execution of this Agreement; and (iv) authorized the execution, on behalf of the School District, of a School Compensation Agreement between the City, the School District, and the Developer, the proposed draft of which is attached hereto and identified as Exhibit C;

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

- Section 1. The Mayor is hereby authorized to enter into a CRA Agreement with the Developer, in substantially the form of the draft CRA Agreement attached and identified as Exhibit B, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the CRA Agreement by the Mayor.
- Section 2. The Mayor is hereby authorized to enter into a School Compensation Agreement with the Canal Winchester Local School District and the Developer, in substantially the form of the draft School Compensation Agreement attached and identified as Exhibit C, which is incorporated herein. The approval of changes to the form and the character of those changes as not being substantial shall be evidenced conclusively by the execution of the School Compensation Agreement by the Mayor.
- Section 3. The Mayor, or his designees, and the Clerk of Council, or her designees, are hereby authorized and directed to take such actions as are necessary and are consistent with this Ordinance, the terms of the CRA Agreement, and the terms of the School Compensation Agreement, to prepare, execute, and file such additional documents or instruments as are necessary to effectuate the CRA Agreement, the School Compensation Agreement, and the exemption from real property taxation authorized thereby.
- Section 4. The Council hereby finds that all formal actions and deliberations related to the passage of this Ordinance have occurred in an open meeting of the Council, or in lawfully convened executive session, in compliance with Section 121.22 of the Ohio Revised Code.
- Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

CLERK-TREASURER

EXHIBIT A

MAP OF THE PROJECT SITE

The shaded area on the attached map specifically identifies and depicts the Project Site and constitutes part of this Exhibit A.

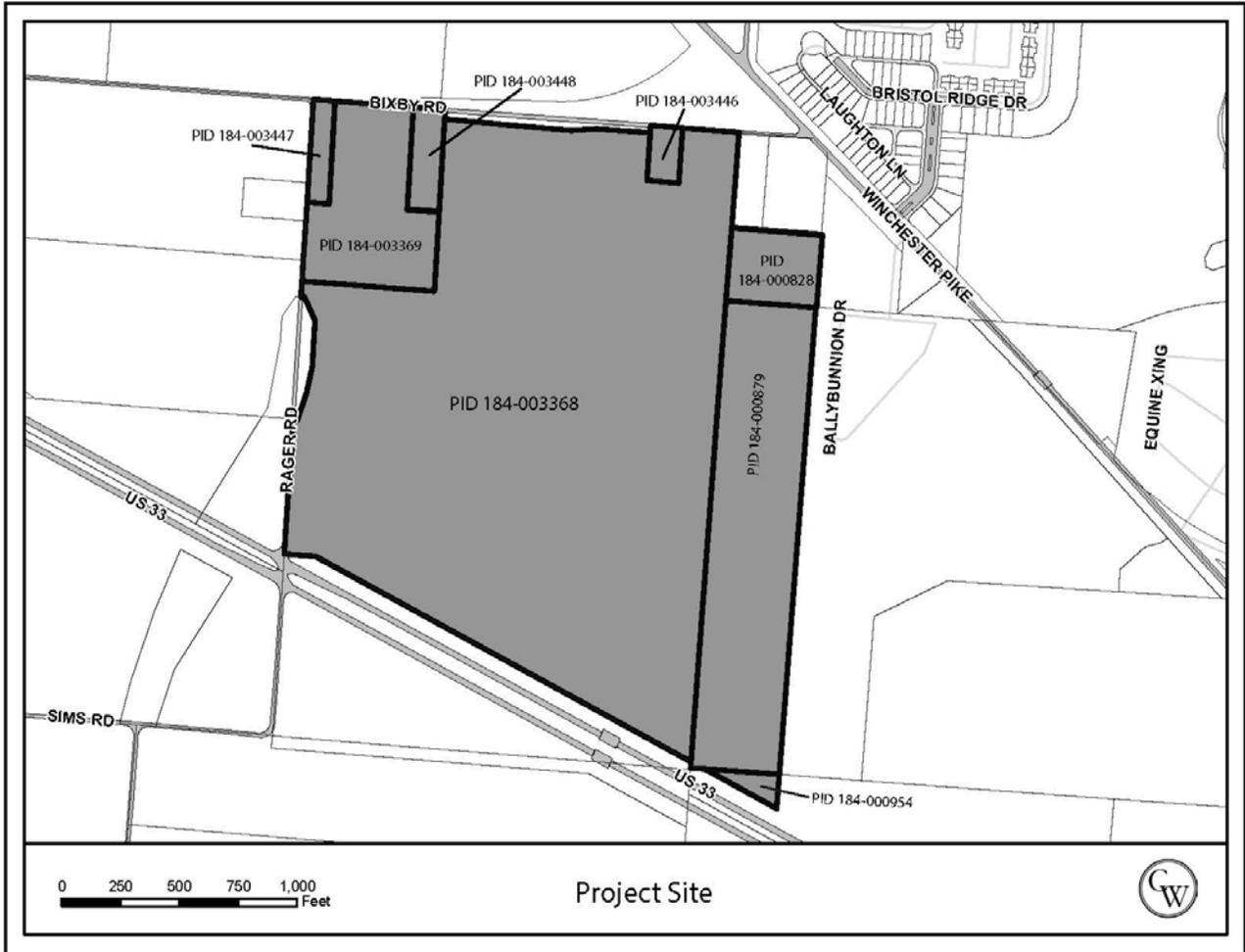


EXHIBIT B

**CANAL WINCHESTER ROUTE 33 NORTH
COMMUNITY REINVESTMENT AREA AGREEMENT**

This **COMMUNITY REINVESTMENT AREA AGREEMENT** (“Agreement”) is made and entered into by and between the CITY OF CANAL WINCHESTER (the “City”), a municipal corporation in the State of Ohio (the “State”), through the Canal Winchester City Council (the “Council”), and NorthPoint Development, L.L.C., a Missouri limited liability company with offices located at 4825 NW 41st Street, Suite 500, Riverside, MO 64150 (the “Developer”).

WITNESSETH:

WHEREAS, the City desires to pursue all reasonable and legitimate incentive measures to assist, encourage and stimulate development in specific areas of the City that have not enjoyed sufficient reinvestment from remodeling or new construction; and

WHEREAS, the City, by Resolution No. 19-024 adopted by the Council on October 7, 2019 (the “Resolution”), designated the area specified in the Resolution as the Route 33 North Community Reinvestment Area (the “CRA”) pursuant to Ohio Revised Code (“R.C.”) Sections 3735.65 through 3735.70 (the “CRA Act”), and authorized a real property tax exemption for the construction of new structures and the remodeling of existing structures in the CRA in accordance with the CRA Act; and

WHEREAS, the Developer is in contract to purchase the real property contained within the City and the CRA, described in Exhibit A attached hereto (the “Project Site”) and is expected to own initially the Project and intends to construct a series of industrial facilities and related site improvements (collectively, the “Project,” with each individual building within the Project and its related site improvements hereinafter referred to as a “Building”), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, the Developer has submitted to the City an application for a community reinvestment area agreement (the “Application”), a copy of which is attached hereto as Exhibit B; and

WHEREAS, the Developer intends to lease the Buildings or parts to one or more future tenants (each as “Tenant,” collectively the “Tenants”), which Tenants shall be the parties that equip and occupy the Buildings and employ workers at the Project; and

WHEREAS, the Director of Development of the State of Ohio has determined that the Route 33 North_CRA as designated contains the characteristics set forth in Section 3735.66 of the Ohio Revised Code and confirmed that area as a “Community Reinvestment Area” pursuant to Section 3735.66 of the Ohio Revised Code, and the City, having the appropriate authority for the Project, is desirous of providing incentives available for the development of the Project in the Route 33 North CRA; and

WHEREAS, the Developer has remitted or shall remit with the Agreement Application the required State application fee of \$750.00 made payable to the Ohio Development Services Agency to be forwarded to that Department with a copy of this Agreement; and

WHEREAS, the Housing Officer under Section 3735.65 of the Ohio Revised Code has reviewed the Agreement Application and has recommended the same to the City Council on the basis that the Developer is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Route 33 North CRA and improve the economic climate of the City; and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in the Canal Winchester Local School District (the "School District"); and

WHEREAS, the Developer has entered into a School Compensation Agreement with the School District and the City, a copy of which is attached hereto and labeled Exhibit C; and

WHEREAS, the City has timely provided proper notice of its intention to enter into this Agreement to the JVSD, and the Board of Education of the School District has waived its right to receive notice under Sections 3735.671 and 5709.83 of the Revised Code and has approved this Agreement; and

WHEREAS, pursuant to R.C. Section 3735.671, the Board of Education of the School District has (i) approved the terms of this Agreement, including the one hundred percent (100%) real property tax exemption for fifteen (15) years for the assessed value of new structures (ii) waived its rights to receive the forty-five (45) day and fourteen (14) day notices under R.C. Sections 3735.67 and 5709.83; and (iii) consented to the approval and execution of this Agreement; and

WHEREAS, the Council, by Ordinance No. _____, adopted on _____, 2020, has approved the terms of this Agreement and authorized its execution on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties hereto agree to the foregoing and as follows:

Section 1. Project. The cost of the investments to be made in connection with the Project by the Developer is estimated to be approximately \$30,000,000, potentially across multiple phases, for construction of new Buildings (exclusive of any amounts for acquisition of machinery and equipment, furniture and fixtures, and inventory) to contain, cumulatively, approximately 866,000 square feet of space. There are no existing buildings at the Project Site. The estimates provided in this Section are good faith estimates provided pursuant to R.C. Section 3735.671(B) and shall not be construed in a manner that would limit the amount or term of the tax exemptions provided in this Agreement. The parties recognize that the costs associated with the Project may increase or decrease significantly. The parties also recognize that costs do not necessarily equal otherwise taxable value.

Section 2. Good Faith Estimates of Project Job Creation. The Developer currently estimates there will be created at the Project approximately 80 full-time equivalent employees, with a total annual payroll of approximately \$2,400,000 upon full build-out of the Project. As of the Effective Date, the Developer has no (0) full-time equivalent employees at the Project. Therefore no employee positions were retained by the Developer due to construction of the Project. The estimates provided in this Section 2 are good faith estimates provided pursuant to Section 3735.671(B) of the Ohio Revised Code and

shall not be construed in a manner that would limit the amount or term of the tax exemption provided in this Agreement. The parties to this Agreement recognize that the employment and payroll estimates associated with the Project may increase or decrease significantly and that all employees at the Project will be hired by Companies or their respective lessees other than the Developer.

Section 3. Obligations for Tax Incentive Council. Developer each Tenant shall provide, or cause Tenants to provide, to the applicable tax incentive review council any information reasonably necessary for the council to make the determinations required under Section 5709.85 of the Ohio Revised Code and to evaluate Developer's compliance with this Agreement, including returns filed pursuant to Section 5711.02, 5711.13 and 5727.08 of the Ohio Revised Code if requested by that council. Upon the request of the council the recipient shall provide the council any information necessary to perform its review with the nondiscriminatory hiring policies developed by the City under Section 5709.832 of the Revised Code.

Section 4. Tax Exemption. Pursuant to Section 3735.67 of the Ohio Revised Code, the City hereby grants to Developer, as owner of each Building constructed on the Project Site within the Route 33 North CRA a tax exemption for such Building of one hundred percent (100%) for fifteen (15) years. The exemption commences the first year for which the Building would first be taxable were that Building not exempt from taxation under this Agreement. No exemption shall commence after tax year 2022 (tax payment year 2023) nor extend beyond tax year 2036 (i.e., tax payment year 2037). Each Building constructed as a part of the Project shall be treated separately for purposes of determining its qualification for tax exemption hereunder.

Section 5. Obligation of Developer. Developer shall pay or cause to be paid such real property taxes as are not exempt under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If Developer fails to pay such taxes or file such returns and reports, the exemption from taxation granted under this Agreement with respect to such Building is rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter, provided that such failure is not corrected within thirty days after written notice thereof is received by Developer. Developer shall comply with the terms of the School Compensation Agreement.

Section 6. Obligations of City. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain the exemption from taxation granted under this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with that exemption.

Section 7. Continuation of CRA. If for any reason the City revokes its designation of the Route 33 North CRA containing the Project Site, or the Director of the Ohio Department of Development revokes certification of the Route 33 North CRA containing the Project Site, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement unless the Developer materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemption from taxation granted pursuant to this Agreement with respect to such Building. Any such termination or modification of tax exemption under this Section 7 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project. The City agrees that it will not amend or revoke the Route North 33 CRA designation for this Project, or modify the

incentives available under that designation for this Project prior to 2036 without the prior written consent of Developer except as set forth in Section 8.

Section 8. Developer's Material Failure. If Developer materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement is fraudulent, the City may terminate or modify the exemption from taxation granted under this Agreement with respect to such owner's Building(s). Any such termination or modification of tax exemption under this Section 8 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 9. Tax Certification. The Developer hereby certifies for itself that at the time this Agreement is executed, they do not owe any delinquent real or tangible personal property taxes to any taxing authority of the State and does not owe delinquent taxes for which the Developer is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, they are currently paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C. 101, et seq., or such a petition has been filed against them the Developer. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 10. Delinquent Tax, Fees and Environmental Certification. the Developer affirmatively covenants that it does not owe: (1) any delinquent taxes to the State or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

Section 11. Legislative Approval Required. The Developer and the City acknowledge that this Agreement must be approved by formal action of the legislative authority of the City as a condition for the Agreement to take effect. This Agreement takes effect upon such approval.

Section 12. Agreement Revocation. The exemption from taxation granted under this Agreement shall be revoked with respect to a Building if it is determined that the owner of such building, any successor to such owner or any related member (as those terms are defined in division (E) of Section 3735.671 of the Ohio Revised Code) has violated the prohibition against entering into this Agreement under division (E) of Section 3735.671 or Section 5709.62 or 5709.63 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections. Any such termination or modification of tax exemption under this Section 13 shall have no effect on the tax exemption granted under this Agreement for any other Building in the Project.

Section 13. Affirmative Covenants. The Developer affirmatively covenants that it has made no false statements to the State or the City or any other local political subdivisions in the process of obtaining approval of the Route 33 North CRA incentives for the Project. If any representative of the Developer has knowingly made a false statement to the State or a local political subdivision to obtain the Community Reinvestment Area incentives, the Developer shall be required to immediately return all benefits received under this Agreement pursuant Section 9.66(C)(2) of the Ohio Revised Code and

shall be ineligible for any future economic development assistance from the State, any State agency or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(D)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Section 14. Transferability and Assignment. This Agreement and the benefits and obligations hereof are not transferable or assignable without the express, written approval of the City, which approval shall not be unreasonably withheld or delayed, wherein such transferee or assignee, inter alia, (i) assumes all obligations of Developer under this Agreement with respect to one or more Buildings and the School Compensation Agreement, and (ii) certifies to the validity of the representations, warranties and covenants contained herein as to such transferee or assignee. For each Assignment and Assumption Agreement filed with the City, a \$1000 assignment fee shall be due to the City within 30 days after the complete execution of that Assignment and Assumption Agreement. The template for a Partial Assignment and Assumption Agreement is attached hereto as Exhibit D.

Section 15. Notices. Any notices, statements, acknowledgements, consents, approvals, certificates or requests required to be given on behalf of any party to this Agreement shall be made in writing addressed as follows and sent by (i) registered or certified mail, return receipt requested, and shall be deemed delivered when the return receipt is signed, refused or unclaimed, (ii) by nationally recognized overnight delivery courier service and shall be deemed delivered the next business day after acceptance by the courier service with instructions for next-business-day delivery, or (iii) by facsimile transmission and shall be deemed delivered upon receipt of confirmation of transmission:

If to the City:
Housing Officer
City of Canal Winchester
36 South High Street
Canal Winchester, OH 43110

If to the Developer:
Brent Miles, Chief Marketing Officer and Founding Partner
NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to:

David J. Robinson
David J. Robinson Attorney at Law, LLC
100 E. Broad St. Suite 1340
Columbus, OH 43215

Section 16. Annual Fee. The City agrees to waive the annual fee that would otherwise be required by Section 3735.671(D) of the Ohio Revised Code.

Section 17. Severability. If any provision of this Agreement or the application of any such provision to any such person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. If any provision of this Agreement is capable of two constructions one of which would render the provision valid, then such provision shall have the meaning which renders it valid.

Section 18. Entire Agreement; Amendment. This Agreement and the exhibits to it constitute the entire agreement between Developer and the City pertaining to the subject matter contained therein, and supersede all other prior or contemporaneous agreements or understandings between the City and Developer in connection with the subject matter. Any amendment to this Agreement shall be invalid unless made, in writing, by authorized representatives of the City and Developer.

Section 19. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument.

Section 20. Choice of Law and Forum. This Agreement shall be construed according to the laws of the State of Ohio, without regard to conflict of laws provisions, and any action arising hereunder shall be venued only in a court of competent jurisdiction for Franklin County, Ohio.

IN WITNESS WHEREOF, the City and The Developer have caused this Agreement to be executed in their respective names by their duly authorized officers as of the date hereinabove written.

CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO

By: _____
Michael Ebert, Mayor

Verified and Certified:

Director of Finance

APPROVED AS TO FORM:

Law Director

NORTHPOINT DEVELOPMENT, LLC

By:

Brent Miles
Chief Marketing Officer, Founding Partner

EXHIBIT A to CRA AGREEMENT
DEPICTION OF US 33 NORTH CRA

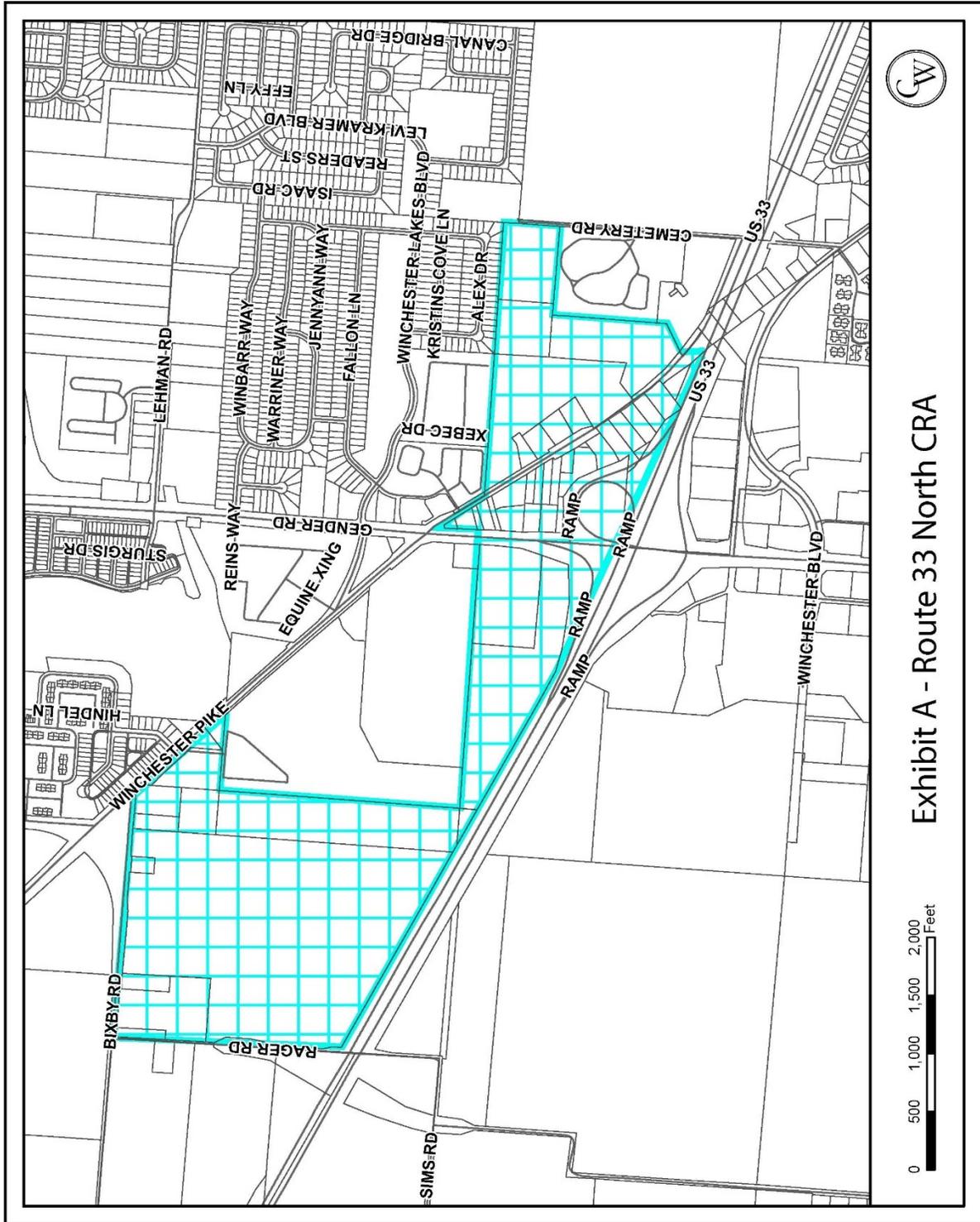
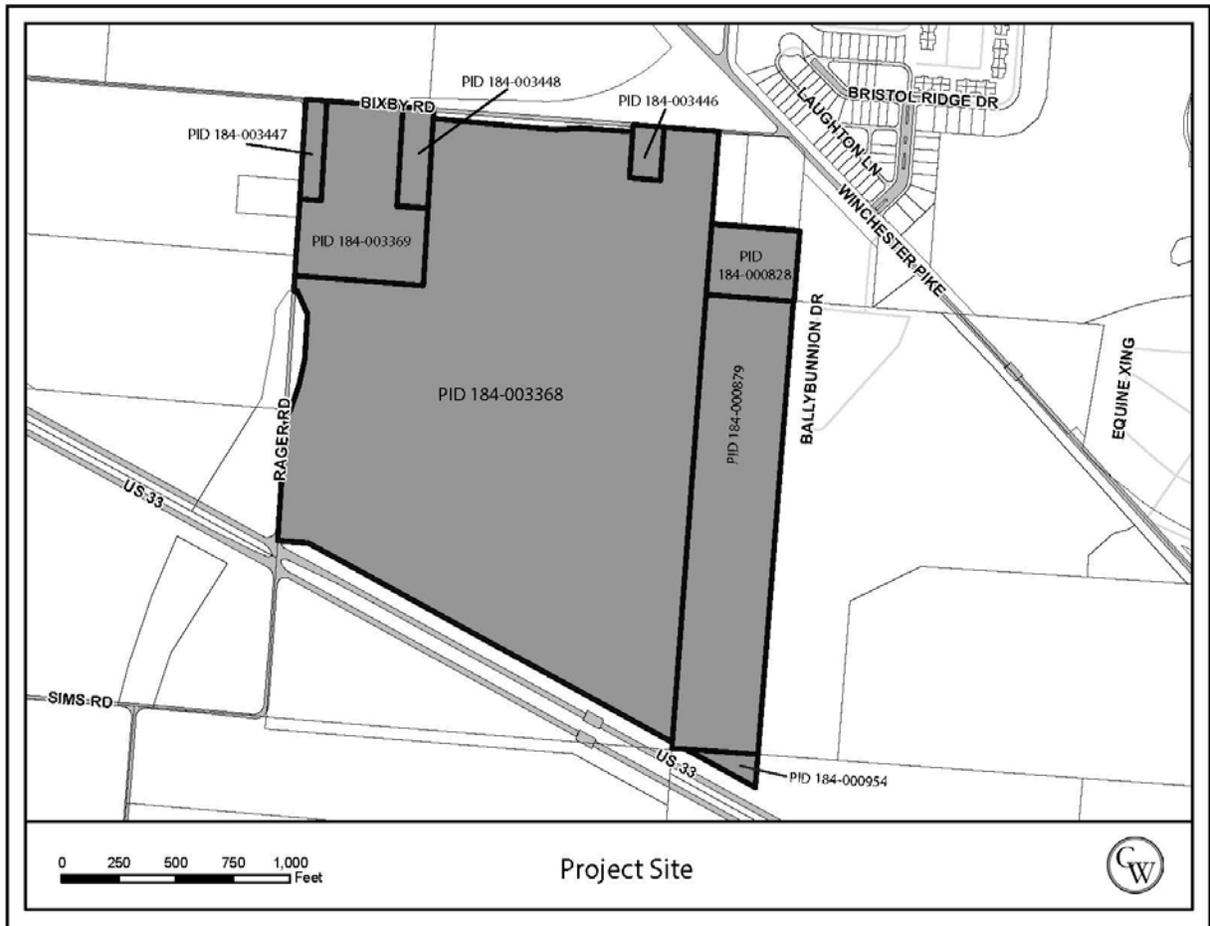


Exhibit A - Route 33 North CRA

**EXHIBIT B to CRA AGREEMENT
PROJECT SITE**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



**EXHIBIT C TO CRA AGREEMENT
SCHOOL COMPENSATION AGREEMENT**

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “Agreement”), made and entered into as of the ___ day of _____, 2020 (the “Effective Date”), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio (“the School District”); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the “City”); and NorthPoint Development LLC, a Missouri limited liability company authorized to transact business in the State of Ohio (“NorthPoint,” or collectively, with the City and School District, the “Parties”) and their respective successors and assigns.

WITNESSETH:

WHEREAS, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

WHEREAS, within the Route 33 North CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years; and

WHEREAS, per Resolution 19-024, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

WHEREAS, NorthPoint desires to construct one or more commercial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 North CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

WHEREAS, the planned improvements include the construction of approximately eight hundred sixty-six thousand (866,000) square feet of two industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen

years for each newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036), and subject to the terms of this Agreement and the CRA Agreement entered between NorthPoint and the City; and

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. _____, adopted _____, 2020, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the “School District Resolution”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the School District, the City, and NorthPoint agree as follows:

Approval of the CRA Exemption; Compensation to School District During the CRA Exemption Period.

As provided in the School District Resolution, the School District approves the CRA Exemption, the CRA Exemption Period, and the related CRA Agreement.

For each year during the fifteen (15)-year term that the CRA Exemption Period applies to the initial Buildings (the “Initial CRA Exemption Period”), NorthPoint agrees to pay an annual sum of Forty Thousand Dollars and No/100 (\$40,000.00) to the School District as base compensation for the real property tax payments that the School District would have received from the Buildings but for the CRA Exemption (the “Base PILOT Payment”).

Beginning in the fourth year of the Initial CRA Exemption Period, and continuing each year thereafter until the end of the Initial CRA Exemption Period (up to a maximum of twelve years), NorthPoint agrees to pay an annual amount (the “Supplemental PILOT Payment”) equal to the positive difference, if any, between One Hundred Thousand Dollars and No/100 (\$100,000) and the sum of the Base PILOT Payment and the Income Tax Payment (defined below) to be paid for that year. The Base PILOT Payment and the Supplemental PILOT Payment shall collectively be referred to as the “PILOT Payments.” For the avoidance of doubt, the Parties acknowledge that there may be one or more years in which the Supplemental PILOT Payment is \$0, and the Parties acknowledge that if the Buildings are not completed at approximately the same time, there may be one or more years during the latter part of the CRA Exemption Period for which there will be no PILOT Payments (and for which the School District would receive the full property taxes from the initially constructed Building after the Initial CRA Exemption Period expires).

For each year of the CRA Exemption Period for each Building, the City agrees to pay to the School District an amount equal to twenty-five percent (25%) of the City’s income tax receipts generated from activity that year at the Building, less any adjustments described in the below paragraph (the “Income Tax Payment”).

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment

from NorthPoint to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building notwithstanding the CRA Exemption, then the amount of the City's Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

The School District agrees that the only compensation the School District will receive for lost revenues due to the CRA Exemption is set forth in this Agreement and that the School District shall not seek or be entitled to any other compensation from NorthPoint or the City, unless otherwise mutually agreed to in writing signed by all Parties. Nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

If any CRA Exemption Period is terminated early due to an Event of Default (as defined in Section 6 of this Agreement) by NorthPoint and such default is not cured during any applicable grace period, the payment obligations of NorthPoint and the City under this Agreement shall terminate after payments are made for the final tax year for which that CRA Exemption Period was in effect.

Payment of Compensation.

The PILOT Payments shall be paid to the School District in the year following the tax year of the CRA Exemption Period to which they relate. For example: if the first year of the initial CRA Exemption Period is tax year 2020, then: (i) the Base PILOT Payment for that year shall be payable to the School District in 2021; and (2) the first Supplemental PILOT Payment would not be owed until 2024 (for tax year 2023). For each year that a PILOT Payment is due, the City shall calculate the amount of the Supplemental PILOT Payment, if any, based on information provided in connection with annual reporting with respect to the CRA Exemption. By April 30 of each year, the City shall provide NorthPoint with written notice specifying whether a Supplemental PILOT Payment is due and, if applicable, a calculation showing the amount of the Supplemental PILOT Payment. The notice also shall identify the total PILOT Payments due and include an invoice for that amount. Absent clear error, the PILOT Payments shall be paid by NorthPoint to the School District by the later of June 1 or thirty (30) days after NorthPoint's receipt of the notice and invoice. The School District shall provide NorthPoint with a timely written receipt for each of the PILOT Payments that the School District receives.

The Income Tax Payments shall be paid to the School District on or before December 31 of the year following the tax year of the CRA Exemption Period for which the income tax revenue was collected. For example: if the first year of the CRA Exemption Period is tax year 2020, then the Income Tax Payments attributable to activity at the Building during tax year 2020 shall be due to the School District on or before December 31, 2021.

The method of payment for sums due under this Agreement shall be by check or wire transfer unless another method is mutually agreed upon between the Parties.

Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time,

or any successor provisions thereto, as the same may be amended from time to time; otherwise, deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

School District Consent and Waiver. The School District hereby acknowledges that it has received a copy of the CRA Agreement. In consideration of the execution of this Agreement, the School District hereby: (i) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement; (ii) irrevocably waives any notice requirements under Ohio law with respect to the CRA Agreement; and (iii) irrevocably waives any defects or irregularities relating to the CRA Agreement.

Notices. All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

CANAL WINCHESTER
LOCAL SCHOOLS:
Treasurer
100 Washington Street
Canal Winchester, OH 43110

CITY OF CANAL
WINCHESTER:

Mayor
36 South High Street
Canal Winchester, OH 43110

If to NORTHPOINT DEVELOPMENT LLC, to:
Brent Miles, Chief Marketing Officer and Founding Partner
NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to:
David J. Robinson
David J. Robinson Attorney at Law, LLC
100 E. Broad St. Suite 1340
Columbus, OH 43215

Notice of Default and Cure. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other Party (a "Default Notice"). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an "Event of Default."

Limitation on Damages. No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

Duration of Agreement; Amendment. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the CRA Exempted Property. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all Parties hereto by duly authorized representatives.

Waiver. No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof

Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and NorthPoint, and their respective successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that NorthPoint may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the School District, the City, and NorthPoint have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____

Authorized by Board Resolution No. _____
Approved _____, 2020_

CITY OF CANAL WINCHESTER, OHIO

By: _____
Printed Name: _____
Title: _____

Authorized by Ordinance No. _____
Approved _____, 2020

Approved as to Form:

Law Director

NORTHPOINTDEVELOPMENT LLC

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

Notary Public

My Commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

Notary Public

My Commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the NorthPoint Development LLC, by _____, known and known to be the _____ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

Notary Public

My Commission expires: _____

[Notary Seal]

EXHIBIT A (to School Compensation Agreement)

DESCRIPTION OF THE PARCELS

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;

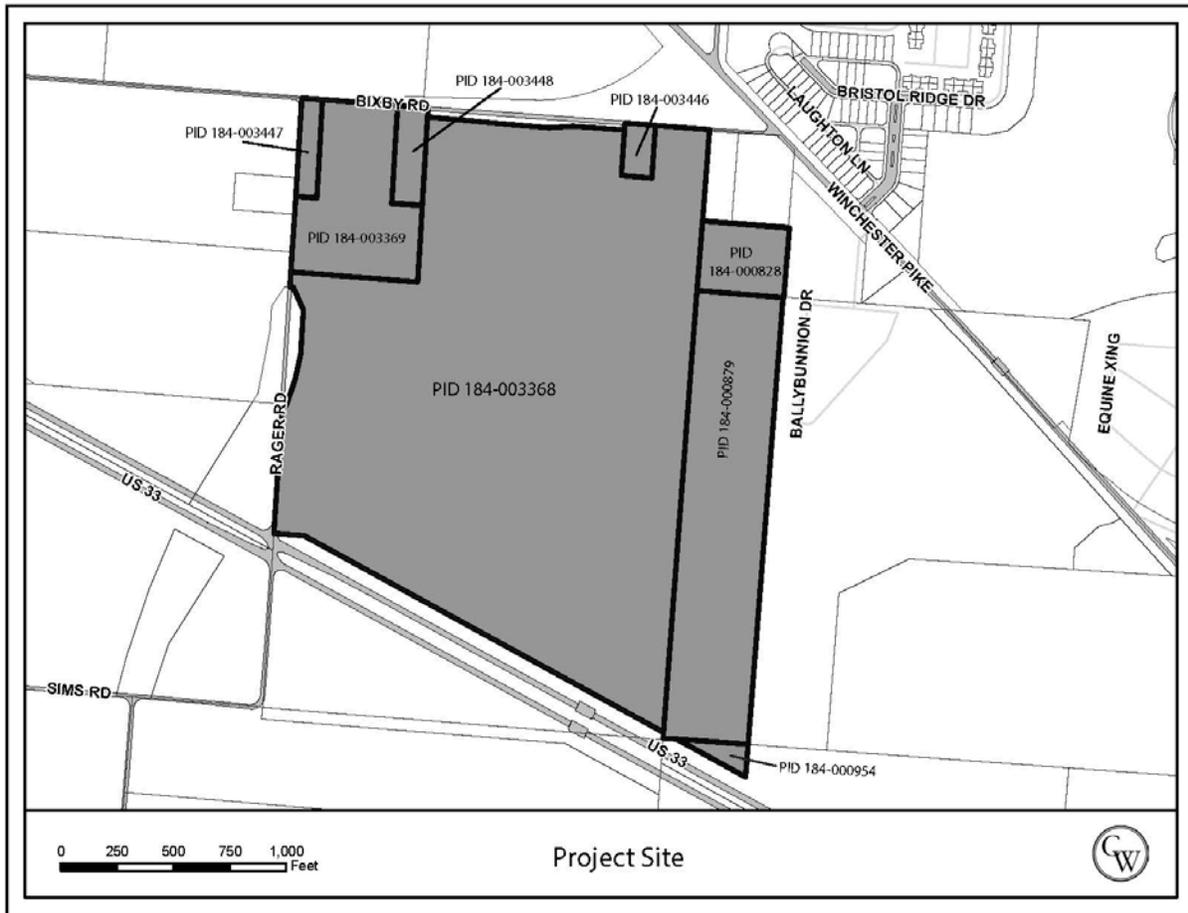


EXHIBIT B (to School Compensation Agreement)

SCHOOL DISTRICT RESOLUTION

RESOLUTION NO. 2020-_____

A RESOLUTION TO APPROVE A COMMUNITY REINVESTMENT AREA AGREEMENT IN THE ROUTE 33 COMMUNITY REINVESTMENT AREA AND A SCHOOL COMPENSATION AGREEMENT, AND WAIVING THE FORTY-FIVE AND FOURTEEN DAY NOTICE PERIODS UNDER SECTIONS 3735.671 AND 5709.83 OF THE OHIO REVISED CODE

WHEREAS, the Council of the City of Canal Winchester (“the City”), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 North CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

WHEREAS, to encourage investment and economic development within the Route 33 North CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years, subject to the City and prospective developers agreeing upon terms for such exemptions; and

WHEREAS, Northpoint Development, L.L.C. (“Developer”), desires to construct one or more commercial or industrial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 North CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

WHEREAS, the CRA Exempted Property is within the territory of the Canal Winchester Local School District (“the School District”); and

WHEREAS, the planned Buildings include the construction of approximately eight hundred and sixty six thousand (866,000) square feet of one or more commercial or industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, the City and Developer have negotiated an agreement (the “CRA Agreement”) for 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of

the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036); and

WHEREAS, the School District has received a draft copy of the CRA Agreement prior to its execution; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the City, Developer, and the Canal Winchester Local School District have negotiated an agreement to compensate the School District in lieu of taxes it would have received but for the CRA Exemption (the “School Compensation Agreement”); and

WHEREAS, the Board of Education of the School District determines that approval of the CRA Agreement and the School Compensation Agreement, and the waiver of statutory notice procedures, serves the interest of the School District by encouraging economic development of real property within the School District;

NOW, THEREFORE BE IT RESOLVED by the Board of Education of the Canal Winchester Local School District, Fairfield and Franklin Counties, Ohio, _____ of its _____ members concurring:

SECTION 1. That the Board hereby approves the CRA Agreement and the CRA Exemption provided to Developer pursuant to the CRA Agreement, provided that the final executed version of the CRA Agreement shall be in substantially the form received by the School District and attached hereto as Exhibit B, and further provided that the School Compensation Agreement be entered between the School District, the City, and Developer, consistent with Section 2 of this Resolution.

SECTION 2. That the Board hereby authorizes the Superintendent and Treasurer to execute on behalf of the School District the CRA Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit B, and the School Compensation Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit C. The approval of changes to the forms of the foregoing and the character of those changes as not being substantial shall be evidenced conclusively by the execution thereof by those officials.

SECTION 3. That the Board hereby waives all notice requirements under Sections 3735.671(A)(1) and 5709.83 of the Ohio Revised Code with respect to the CRA Agreement and the CRA Exemption.

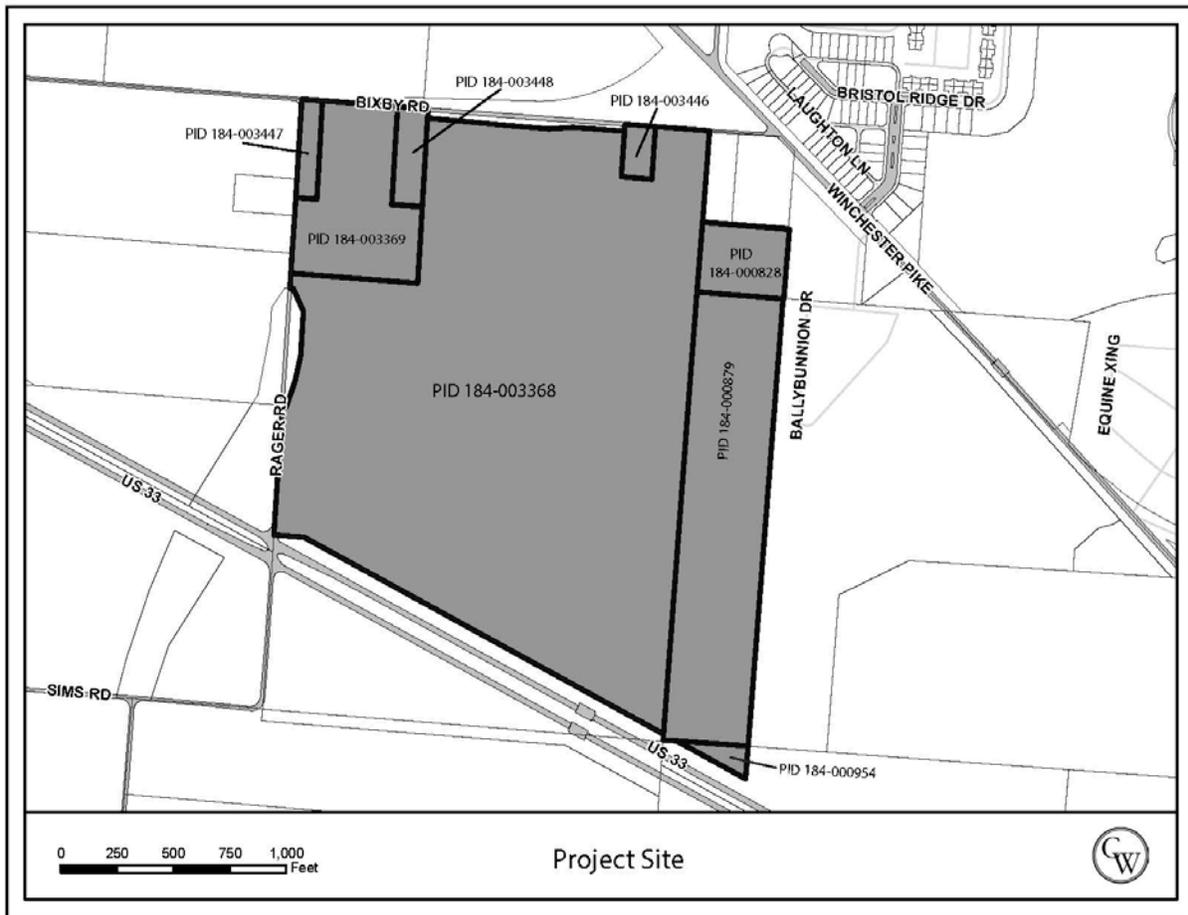
SECTION 4. That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

SECTION 5. The Superintendent and the Treasurer are authorized and directed to promptly certify a copy of this resolution to the City, and otherwise to provide such information or certificates, and enter into such instruments, as are necessary to carry out the terms of the School Compensation Agreement and the CRA Agreement. The Board acknowledges that the City will rely upon this resolution when executing the CRA Agreement and granting the CRA Exemption, and the Board represents that it will not repeal or modify this resolution.

SECTION 6. This resolution shall be effective immediately upon its adoption.

**EXHIBIT A (of School District Resolution)
CRA EXEMPTED PROPERTY**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



**EXHIBIT D to CRA AGREEMENT
FORM OF PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT**

This PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into by and between _____, a _____ limited liability company (hereinafter "_____" or the "Assignee"), NorthPoint Development, LLC, a Missouri limited liability company ("Assignor"), and Canal Winchester, Ohio (the "City") related to the Route 33 North Project Community Reinvestment Act ("Community Reinvestment Act Agreement"). Except as otherwise provided herein, capitalized terms used herein shall have the same meaning as in the Community Reinvestment Act Agreement dated, between the City, a political subdivision duly organized and validly existing under the constitution and laws of the State, and the Assignee.

WITNESSETH THAT:

WHEREAS, Assignor purchased approximately ____ acres of land located within Canal Winchester (the "Project Site"), on which Assignor intends or did to construct a series of industrial facilities and related site improvements (collectively, the "Project," with each individual building within the Project and its related site improvements hereinafter referred to as a "Building"), provided that the appropriate development incentives are available to support the economic viability of the Project; and

WHEREAS, Assignor intends to convey or lease the Buildings or parts thereof and the land upon which such Buildings are constructed to one or more future owners (each an "Owner"; collectively the "Owners"), which Owners and/or their lessees shall be the parties whom equip and occupy the Buildings and employ workers at the Project (each a "Company"; collectively the "Companies"); and

WHEREAS, the Project site is located in the Eastland-Fairfield Career and Technical Schools District (the "JVSD") and in Canal Winchester Local School District (the "School District"); and

WHEREAS, the Board of Education on _____, 2020 adopted a resolution (the "School District Resolution") approving a Community Reinvestment Area Exemption based upon a Compensation Agreement agreed to by the School District and the Assignor; and

WHEREAS, Assignor intends to enter into a purchase agreement with Assignee whereby Assignee will own a Building constructed on the Transferred Property (defined below). Assignor subsequently intends to execute a deed by which Assignee will succeed to the interest of Assignor for the portion of the Project Site that is to be conveyed to Assignee (that portion being referred to herein as the "Transferred Property" and is further described on Exhibit A hereto); and

WHEREAS, in connection with the anticipated and planned conveyance of the Transferred Property by the Assignor to Assignee, Assignee now wishes to assume the rights and obligations of the Assignor under the Community Reinvestment Act Agreement, and the City by Resolution

Ordinance No. ____ passed _____, has approved the assignment to and assumption by Assignee of those benefits and obligations on the terms set forth in the Community Reinvestment Act Agreement by approving the execution and delivery of this Agreement; and

NOW, THEREFORE, in consideration of the circumstances described above, the covenants contained in the Community Reinvestment Act Agreement, and the benefit to be derived by Assignor and Assignee from the execution hereof, the parties hereto agree as follows

1. From and after the date of execution of this Agreement, Assignee hereby (i) agrees to be bound by, assume and perform, or ensure the performance of, all of the obligations, agreements, covenants and restrictions set forth in the Community Reinvestment Act Agreement to be performed and observed by the Owner with respect to the Transferred Property; and (ii) certifies to the validity, as to Assignee as of the date of this Agreement, of the representations, warranties and covenants made by Assignor in the Community Reinvestment Act Agreement with respect to the Transferred Property. Such obligations, agreements, covenants, restrictions and warranties include, but are not limited to, those contained in the following Sections 1-20 of the Community Reinvestment Act agreement agreed to between the City and NorthPoint Development, LLC on _____, 2020.

2. Assignee further certifies that (i) Assignee is not a party to a prior agreement granting an exemption from property taxation for a structure in Ohio, at which structure has discontinued operations prior to the expiration of the term of that prior agreement and within the five (5) years immediately prior to the date of this Agreement, (ii) nor is Assignee a "successor" to, nor "related member" of, a party as described in the foregoing clause (i). As used in this paragraph, the terms "successor" and "related member" have the meaning as prescribed in Revised Code Section 3735.671(E).

3. Assignee further certifies that it is in compliance with State of Ohio campaign financing laws contained in Revised Code Chapter 3517, including, but not limited to, divisions (I)(1) and (3) and (J)(1) and (3) of Revised Code Section 3517.13, as applicable. Assignor hereby certifies that it is not aware of any violations of any provisions of Revised Code Section 2921.42 in connection with this Agreement. Assignee acknowledges that, by virtue of the City Resolution Ordinance No. ____ passed _____ the City and Assignor approved and created a Community Reinvestment Act Agreement that provides for specific investments from the Assignee to City in compensation for the award of economic development incentives for the Project. Assignee agrees to cooperate in the execution or any further agreements and documents and any real property declaration of covenants for the purpose of implementing and securing the Community Reinvestment Act Agreement.

4. The City agrees that, from and after the Effective Date, as to the Transferred Property, Assignee has and shall have all entitlements and rights to tax exemptions, and obligations, as both (a) an "Owner" under the Community Reinvestment Act Agreement, and (b) in the same manner and with like effect as if Assignee had been an original signatory (i.e., Assignee) to the Community Reinvestment Act Agreement, including, but

not limited to, the commitment of the City not to terminate or modify the terms of the Community Reinvestment Act Agreement without the consent of Assignee.

5. Notices with respect to the Partial Assignment and Assumption Agreement shall be addressed as follows:

If to Assignor: NorthPoint Development, LLC
Brent Miles, Chief Marketing Officer and Founding Partner
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to: David J. Robinson, Attorney at Law, LLC
100 East Broad Street, Suite 1340
Columbus, Ohio 43215
Attn: David J. Robinson, Counsel

If to the City: Housing Officer

City of Canal Winchester

36 South High Street

Canal Winchester, OH 43110

If to Assignee:

6. Upon execution of this Agreement, Assignor is released from all liability under the Community Reinvestment Act Agreement with respect to the Transferred Property.

NorthPoint Development, LLC
A Missouri Limited Liability Company

By: _____

Print Name: _____

Title: _____

[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT

THE ASSIGNEE

By: _____

Print Name: _____

Title: _____

**[SIGNATURE PAGE TO PARTIAL ASSIGNMENT AND ASSUMPTION
AGREEMENT]**

This Agreement is acknowledged by:
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO

By: _____

Print Name: _____

Title: _____

**[SIGNATURE PAGE TO
PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT]**

EXHIBIT C

SCHOOL COMPENSATION AGREEMENT

THIS SCHOOL COMPENSATION AGREEMENT (the “Agreement”), made and entered into as of the ___ day of _____, 2020 (the “Effective Date”), by and between the CANAL WINCHESTER LOCAL SCHOOL DISTRICT, Franklin County and Fairfield County, Ohio, a local school district and political subdivision of the State of Ohio (“the School District”); the CITY OF CANAL WINCHESTER, Franklin County and Fairfield County, Ohio, a political subdivision and municipal corporation of the State of Ohio (the “City”); and NorthPoint Development LLC, a Missouri limited liability company authorized to transact business in the State of Ohio (“NorthPoint,” or collectively, with the City and School District, the “Parties”) and their respective successors and assigns.

WITNESSETH:

WHEREAS, the City, pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

WHEREAS, within the Route 33 North CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years; and

WHEREAS, per Resolution 19-024, and Section 3735.67 of the Ohio Revised Code, the percentage of tax exemption and its term is subject to negotiation on a case-by-case basis for commercial and industrial structures; and

WHEREAS, NorthPoint desires to construct one or more commercial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 North CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

WHEREAS, the planned improvements include the construction of approximately eight hundred sixty-six thousand (866,000) square feet of two industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the Parties have negotiated a 100% tax exemption on the assessed valuation of the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor

extend beyond tax year 2036), and subject to the terms of this Agreement and the CRA Agreement entered between NorthPoint and the City; and

WHEREAS, the School District, by and through its Board of Education, has found and determined that this Agreement is in the best interests of the School District and its pupils, and by its Resolution No. _____, adopted _____, 2020, a true and accurate copy of which is attached hereto as Exhibit B, has approved and authorized the execution of this Agreement (the “School District Resolution”).

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter described, the School District, the City, and NorthPoint agree as follows:

Approval of the CRA Exemption; Compensation to School District During the CRA Exemption Period.

As provided in the School District Resolution, the School District approves the CRA Exemption, the CRA Exemption Period, and the related CRA Agreement.

For each year during the fifteen (15)-year term that the CRA Exemption Period applies to the initial Buildings (the “Initial CRA Exemption Period”), NorthPoint agrees to pay an annual sum of Forty Thousand Dollars and No/100 (\$40,000.00) to the School District as base compensation for the real property tax payments that the School District would have received from the Buildings but for the CRA Exemption (the “Base PILOT Payment”).

Beginning in the fourth year of the Initial CRA Exemption Period, and continuing each year thereafter until the end of the Initial CRA Exemption Period (up to a maximum of twelve years), NorthPoint agrees to pay an annual amount (the “Supplemental PILOT Payment”) equal to the positive difference, if any, between One Hundred Thousand Dollars and No/100 (\$100,000) and the sum of the Base PILOT Payment and the Income Tax Payment (defined below) to be paid for that year. The Base PILOT Payment and the Supplemental PILOT Payment shall collectively be referred to as the “PILOT Payments.” For the avoidance of doubt, the Parties acknowledge that there may be one or more years in which the Supplemental PILOT Payment is \$0, and the Parties acknowledge that if the Buildings are not completed at approximately the same time, there may be one or more years during the latter part of the CRA Exemption Period for which there will be no PILOT Payments (and for which the School District would receive the full property taxes from the initially constructed Building after the Initial CRA Exemption Period expires).

For each year of the CRA Exemption Period for each Building, the City agrees to pay to the School District an amount equal to twenty-five percent (25%) of the City’s income tax receipts generated from activity that year at the Building, less any adjustments described in the below paragraph (the “Income Tax Payment”).

The Parties acknowledge and agree that this provision for income tax revenue sharing is intended to provide partial compensation to the School District to lessen the impact of the CRA Exemption. If the allocation of twenty-five percent (25%) of the income tax receipts generated from activity at the Building, in combination with the Base PILOT Payment from NorthPoint to the School District under Section 1(b) of this Agreement, exceeds the annual amount of real property tax revenue the School District would have received from the Building

notwithstanding the CRA Exemption, then the amount of the City's Income Tax Payment obligation will be reduced such that the sum of the Base PILOT Payment and the Income Tax Payment does not exceed the annual amount of real property tax revenue that would have been generated by the Building notwithstanding the CRA Exemption.

The School District agrees that the only compensation the School District will receive for lost revenues due to the CRA Exemption is set forth in this Agreement and that the School District shall not seek or be entitled to any other compensation from NorthPoint or the City, unless otherwise mutually agreed to in writing signed by all Parties. Nothing in this Agreement shall be construed to pledge the full faith and credit of the City.

If any CRA Exemption Period is terminated early due to an Event of Default (as defined in Section 6 of this Agreement) by NorthPoint and such default is not cured during any applicable grace period, the payment obligations of NorthPoint and the City under this Agreement shall terminate after payments are made for the final tax year for which that CRA Exemption Period was in effect.

Payment of Compensation.

The PILOT Payments shall be paid to the School District in the year following the tax year of the CRA Exemption Period to which they relate. For example: if the first year of the initial CRA Exemption Period is tax year 2020, then: (i) the Base PILOT Payment for that year shall be payable to the School District in 2021; and (2) the first Supplemental PILOT Payment would not be owed until 2024 (for tax year 2023). For each year that a PILOT Payment is due, the City shall calculate the amount of the Supplemental PILOT Payment, if any, based on information provided in connection with annual reporting with respect to the CRA Exemption. By April 30 of each year, the City shall provide NorthPoint with written notice specifying whether a Supplemental PILOT Payment is due and, if applicable, a calculation showing the amount of the Supplemental PILOT Payment. The notice also shall identify the total PILOT Payments due and include an invoice for that amount. Absent clear error, the PILOT Payments shall be paid by NorthPoint to the School District by the later of June 1 or thirty (30) days after NorthPoint's receipt of the notice and invoice. The School District shall provide NorthPoint with a timely written receipt for each of the PILOT Payments that the School District receives.

The Income Tax Payments shall be paid to the School District on or before December 31 of the year following the tax year of the CRA Exemption Period for which the income tax revenue was collected. For example: if the first year of the CRA Exemption Period is tax year 2020, then the Income Tax Payments attributable to activity at the Building during tax year 2020 shall be due to the School District on or before December 31, 2021.

The method of payment for sums due under this Agreement shall be by check or wire transfer unless another method is mutually agreed upon between the Parties.

Late Payments. Any late payment shall bear interest at the then-current rate established under Section 5703.47 of the Ohio Revised Code, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time; otherwise,

deferred payments due to unavailability of sufficient funds shall not incur interest, penalty, or other charges.

School District Consent and Waiver. The School District hereby acknowledges that it has received a copy of the CRA Agreement. In consideration of the execution of this Agreement, the School District hereby: (i) irrevocably approves all exemptions that may be granted pursuant to the CRA Agreement; (ii) irrevocably waives any notice requirements under Ohio law with respect to the CRA Agreement; and (iii) irrevocably waives any defects or irregularities relating to the CRA Agreement.

Notices. All notices, designations, certificates, requests, or other communications under this Agreement shall be sufficiently given and shall be deemed given when (a) delivered by commercial carrier service, or (b) mailed by certified mail, postage prepaid, addressed to the following addresses:

CANAL WINCHESTER
LOCAL SCHOOLS:
Treasurer
100 Washington Street
Canal Winchester, OH 43110

CITY OF CANAL
WINCHESTER:

Mayor
36 South High Street
Canal Winchester, OH 43110

If to NORTHPOINT DEVELOPMENT LLC, to:
Brent Miles, Chief Marketing Officer and Founding Partner
NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

With a copy to:
David J. Robinson
David J. Robinson Attorney at Law, LLC
100 E. Broad St. Suite 1340
Columbus, OH 43215

Notice of Default and Cure. A Party shall be in default of this Agreement if the Party fails to perform any material obligation under this Agreement and such failure continues uncured for more than thirty (30) days after receiving a written notice of default from any other Party (a “Default Notice”). Any such default which continues uncured beyond the thirty (30) day cure period above shall constitute an “Event of Default.”

Limitation on Damages. No Party shall be liable for more than the sum of all payments owed by that Party under this Agreement. In no event will any Party be liable to another Party under this Agreement for any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement.

Duration of Agreement; Amendment. This Agreement shall become effective on the Effective Date after the Agreement is executed and delivered by all Parties and shall remain in effect for such period as the CRA Exemption is in effect with respect to the CRA Exempted Property. This Agreement may be amended only by mutual agreement of the Parties hereto. No amendment to this Agreement shall be effective unless it is contained in a written document approved through legal process and signed on behalf of all Parties hereto by duly authorized representatives.

Waiver. No waiver by any Party of the performance of any terms or provision hereof shall constitute, or be construed as, a continuing waiver of performance of the same or any other term or provision hereof

Merger; Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter contained herein and merges and supersedes all prior discussion, agreements, and undertakings of every kind and nature between the Parties with respect to the subject matter of this Agreement.

Assignment. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the School District, the City, and NorthPoint, and their respective successors and assigns. No Party shall assign this Agreement without the written consent of the other Parties, except that NorthPoint may assign in whole or in part its rights and obligations under this Agreement without the written consent of the City or School District.

Severability. Should any portion of this Agreement be declared by the courts to be unconstitutional, invalid or otherwise unlawful, such decision shall not affect the entire agreement but only that part declared to be unconstitutional, invalid or illegal and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Counterparts; Captions. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

Authority. The undersigned represent and warrant that they are agents of their respective Parties, duly authorized to execute this Agreement on behalf of said Parties.

Governing Law. This Agreement for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the School District, the City, and NorthPoint have caused this Agreement to be executed in their respective names by their duly authorized officers all as of the date hereinbefore written.

CANAL WINCHESTER LOCAL SCHOOL DISTRICT

By: _____
Printed Name: _____
Title: _____

Authorized by Board Resolution No. _____
Approved _____, 2020_

CITY OF CANAL WINCHESTER, OHIO

By: _____
Printed Name: _____
Title: _____

Authorized by Ordinance No. _____
Approved _____, 2020

Approved as to Form:

Law Director

NORTHPOINTDEVELOPMENT LLC

By: _____
Printed Name: _____
Title: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the Canal Winchester Local School District, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said school district and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said school district, to be his/her voluntary act and deed, and the voluntary act and deed of said school district.

Notary Public

My Commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the City of Canal Winchester, Franklin and Fairfield Counties, Ohio, by _____, known and known to be the _____ of said city and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said city, to be his/her voluntary act and deed, and the voluntary act and deed of said city.

Notary Public

My Commission expires: _____

STATE OF OHIO)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me, a Notary Public in and for the State of Ohio, the NorthPoint Development LLC, by _____, known and known to be the _____ of said limited liability company and duly authorized in the premises, who acknowledged the signing and sealing of the said School Compensation Agreement for himself/herself and on behalf of said limited liability company, to be his/her voluntary act and deed, and the voluntary act and deed of said limited liability company.

Notary Public

My Commission expires: _____

[Notary Seal]

EXHIBIT A

DESCRIPTION OF THE PARCELS

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;

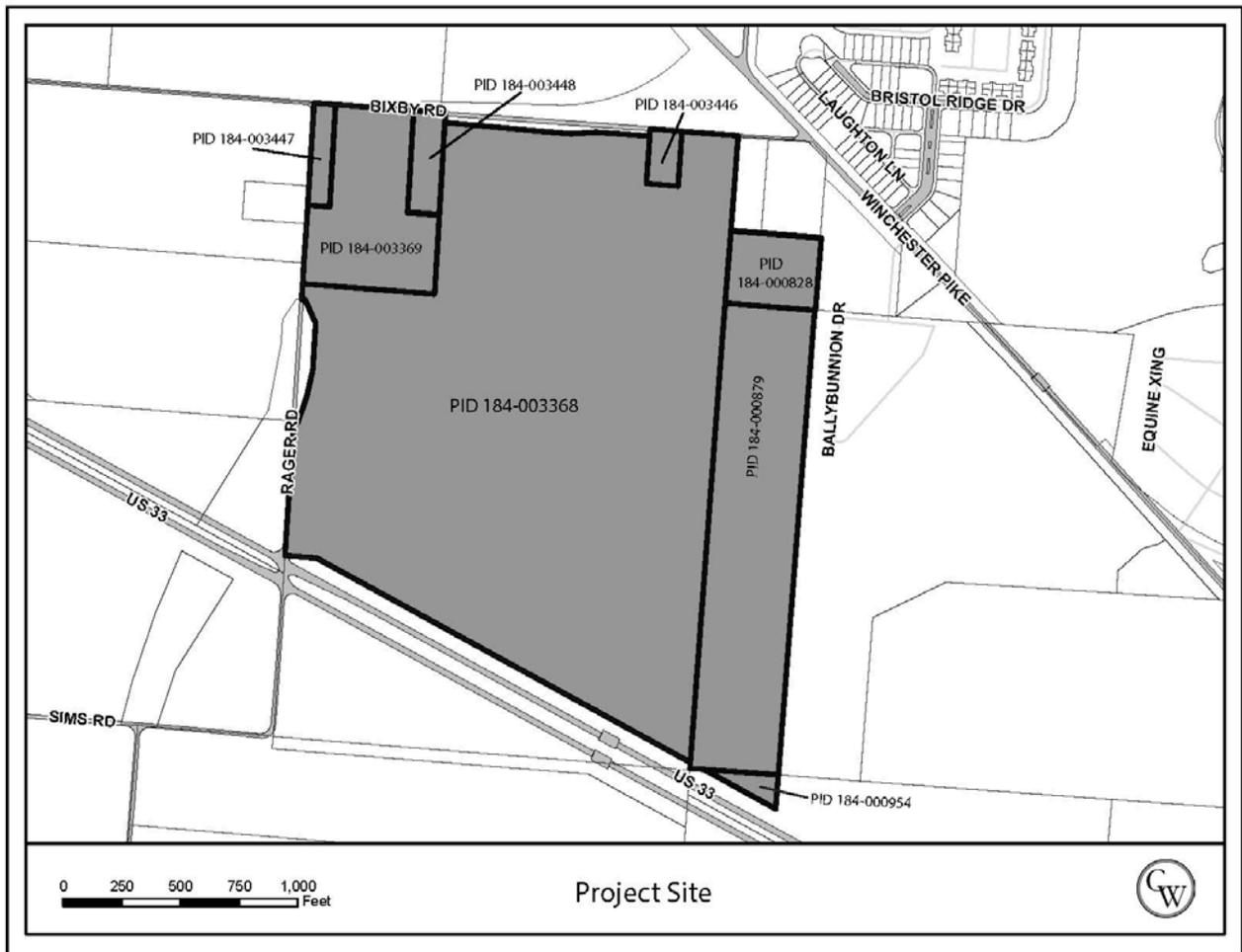


EXHIBIT B

SCHOOL DISTRICT RESOLUTION

RESOLUTION NO. 2020-_____

A RESOLUTION TO APPROVE A COMMUNITY REINVESTMENT AREA AGREEMENT IN THE ROUTE 33 COMMUNITY REINVESTMENT AREA AND A SCHOOL COMPENSATION AGREEMENT, AND WAIVING THE FORTY-FIVE AND FOURTEEN DAY NOTICE PERIODS UNDER SECTIONS 3735.671 AND 5709.83 OF THE OHIO REVISED CODE

WHEREAS, the Council of the City of Canal Winchester (“the City”), pursuant to Sections 3735.65 through 3735.70 of the Ohio Revised Code, established the Route 33 North Community Reinvestment Area (“Route 33 North CRA”) by Resolution No. 19-024, adopted October 7, 2019 and confirmed by the Director of the Development Services Agency on December 3, 2019; and

WHEREAS, to encourage investment and economic development within the Route 33 North CRA, projects may obtain up to 100% exemption of real property taxes on the increase in the assessed valuation resulting from construction of commercial or industrial structures for a term of up to fifteen years and up to 50% exemption of real property taxes on the increase in assessed valuation of commercial or industrial structures after remodeling for a term of up to ten years, subject to the City and prospective developers agreeing upon terms for such exemptions; and

WHEREAS, Northpoint Development, L.L.C. (“Developer”), desires to construct one or more commercial or industrial buildings (each individual building, with its related site improvements, may be referred to hereinafter from time to time as a “Building”) upon certain real property located within the Route 33 North CRA and described in Exhibit A hereto (the “CRA Exempted Property”); and

WHEREAS, the CRA Exempted Property is within the territory of the Canal Winchester Local School District (“the School District”); and

WHEREAS, the planned Buildings include the construction of approximately eight hundred and sixty six thousand (866,000) square feet of one or more commercial or industrial Buildings on the CRA Exempted Property, with estimated creation after three years of approximately eighty (80) jobs and approximately Two Million, Four Hundred Thousand Dollars (\$2,400,000) in annual payroll; and

WHEREAS, the City and Developer have negotiated an agreement (the “CRA Agreement”) for 100% tax exemption on the assessed valuation of the newly constructed Buildings and a 50% tax exemption on the increase in assessed valuation after remodeling of

the newly constructed Buildings (collectively, the “CRA Exemption”), for a term of fifteen years for each newly constructed Building and ten years for each remodeling of the newly constructed Building (collectively for each Building, the “CRA Exemption Period,” which CRA Exemption Period shall not be longer than fifteen years for any Building nor extend beyond tax year 2036); and

WHEREAS, the School District has received a draft copy of the CRA Agreement prior to its execution; and

WHEREAS, Section 5709.82 of the Ohio Revised Code provides for school districts to enter into agreements for compensation in lieu of the real property tax revenue foregone as a result of a real property tax exemption associated with a community reinvestment area; and

WHEREAS, the City, Developer, and the Canal Winchester Local School District have negotiated an agreement to compensate the School District in lieu of taxes it would have received but for the CRA Exemption (the “School Compensation Agreement”); and

WHEREAS, the Board of Education of the School District determines that approval of the CRA Agreement and the School Compensation Agreement, and the waiver of statutory notice procedures, serves the interest of the School District by encouraging economic development of real property within the School District;

NOW, THEREFORE BE IT RESOLVED by the Board of Education of the Canal Winchester Local School District, Fairfield and Franklin Counties, Ohio, _____ of its _____ members concurring:

SECTION 1. That the Board hereby approves the CRA Agreement and the CRA Exemption provided to Developer pursuant to the CRA Agreement, provided that the final executed version of the CRA Agreement shall be in substantially the form received by the School District and attached hereto as Exhibit B, and further provided that the School Compensation Agreement be entered between the School District, the City, and Developer, consistent with Section 2 of this Resolution.

SECTION 2. That the Board hereby authorizes the Superintendent and Treasurer to execute on behalf of the School District the CRA Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit B, and the School Compensation Agreement, which shall be in substantially the same form as the draft attached hereto as Exhibit C. The approval of changes to the forms of the foregoing and the character of those changes as not being substantial shall be evidenced conclusively by the execution thereof by those officials.

SECTION 3. That the Board hereby waives all notice requirements under Sections 3735.671(A)(1) and 5709.83 of the Ohio Revised Code with respect to the CRA Agreement and the CRA Exemption.

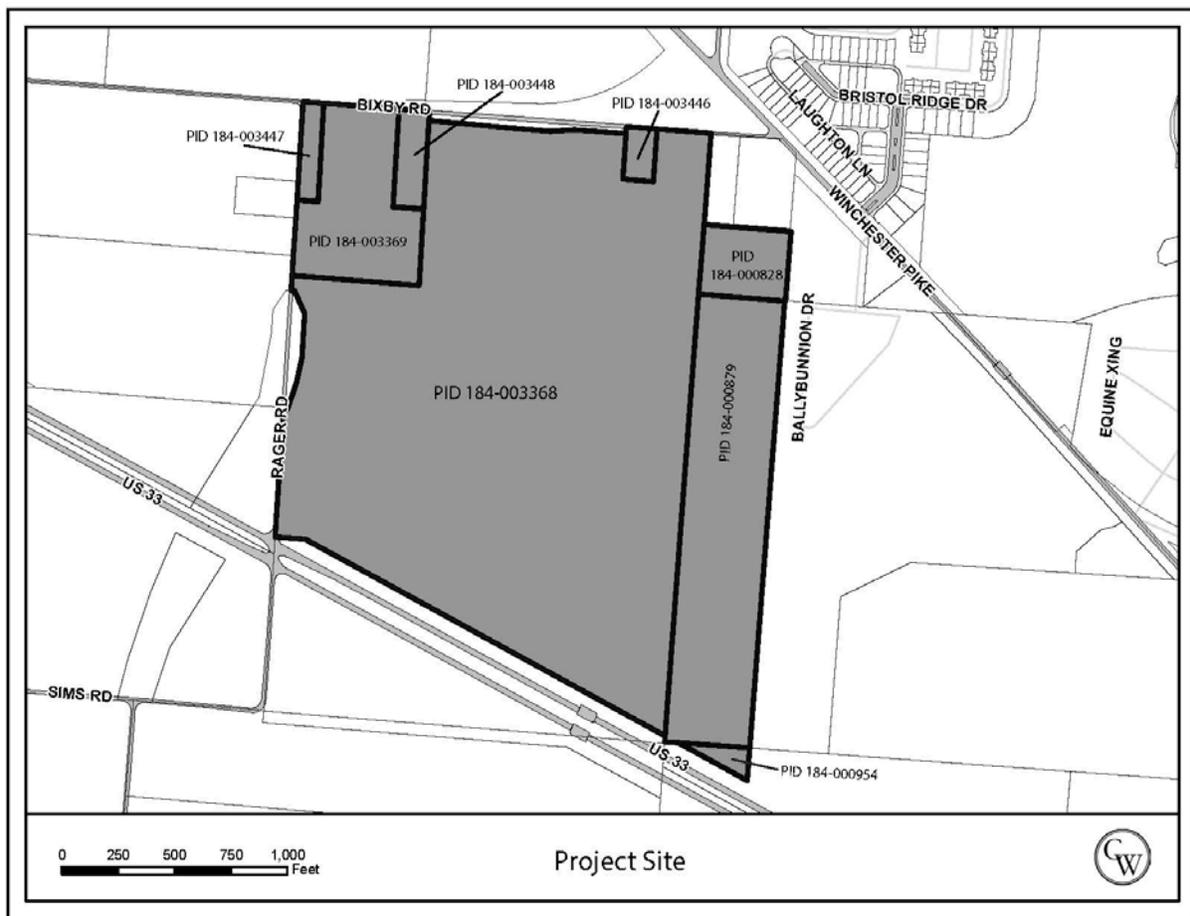
SECTION 4. That the Board hereby finds that all formal actions and deliberations of this Board concerning and relating to the passage of this resolution were made in an open meeting of this Board.

SECTION 5. The Superintendent and the Treasurer are authorized and directed to promptly certify a copy of this resolution to the City, and otherwise to provide such information or certificates, and enter into such instruments, as are necessary to carry out the terms of the School Compensation Agreement and the CRA Agreement. The Board acknowledges that the City will rely upon this resolution when executing the CRA Agreement and granting the CRA Exemption, and the Board represents that it will not repeal or modify this resolution.

SECTION 6. This resolution shall be effective immediately upon its adoption.

**EXHIBIT A (of School District Resolution)
CRA EXEMPTED PROPERTY**

The Exempted Property is the real estate situated in the City of Canal Winchester, Franklin County and State of Ohio identified as “Additional Land” on the map below, and identified by the Franklin County Auditor for tax year 2019 as parcel numbers 184-003447, 184-003369, 184-003448, 184-003368, 184-003446, 184-000828, 184-000879, and 184-000954;



ORDINANCE NO. 20-005

AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A CONTRACT WITH FOURNIER INDUSTRIES, INC. FOR THE UPGRADE AND EXPANSION OF THE DEWATERING PRESS AND DECLARING AN EMERGENCY

WHEREAS, based on the recommendation of the Director of Public Service and Superintendent of the Division of Water Reclamation, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with Fournier Industries, Inc. for the upgrade and expansion of the sludge dewatering press.

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

SECTION 1. That the Mayor and Finance Director be authorized to enter into a contract on behalf of the City of Canal Winchester with Fournier Industries, Inc for the upgrade and expansion of the sludge dewatering press in the amount of approximately \$148,900.

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 honor the quoted price for the purchase of the vehicle; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Clerk of Council

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for December 2019

Page : 1
Report Date : 01/02/2020
Report Time : 08:03:15

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$1,626.00	\$17,993.00	\$21,794.95
Additional Costs	\$78.00	\$756.00	\$1,382.00
Fines			
Overpayment / Adjustment	\$0.00	\$10.00	\$0.00
City Revenue From Fines	\$3,237.45	\$50,144.55	\$61,383.65
Fees			
Fees	\$120.00	\$2,443.00	\$2,363.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$695.00	\$45.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$5,061.45	\$72,041.55	\$86,968.60
State Revenue From:			
Court Costs			
Court Costs	\$1,782.00	\$19,125.40	\$22,698.50
Fines			
Fines	\$0.00	\$60.00	\$250.00
Fees			
Fees	\$30.00	\$295.00	\$175.00
Total to State:	\$1,812.00	\$19,480.40	\$23,123.50
Other Revenue From:			
Court Costs			
Court Costs	\$54.00	\$570.60	\$763.50
Restitution			
Restitution	\$0.00	\$322.50	\$548.00
Miscellaneous/Other			
MISC CHARGES	\$0.00	\$-10.00	\$0.00
Total to Other:	\$54.00	\$883.10	\$1,311.50
TOTAL REVENUE *	\$6,927.45	\$92,405.05	\$111,403.60
*Includes credit card receipts of	\$1,437.00	\$21,314.78	\$25,899.94

END OF REPORT

Ticket Summary

Canal Winchester Mayor's Court
All tickets issued from 12/01/2019 through 12/31/2019

Page : 1
Report Date : 01/02/2020
Report Time : 08:04:59

<u>Ordinance</u>	<u>Description</u>	<u># Offenses</u>
313.010	TRAFFIC CONTROL DEVICES	1
313.020	STOP/YIELD RIGHT OF WAY SIGNS	1
313.030	TRAFFIC CONTROL SIGNALS/LIGHTS	2
331.080	MARKED LANES OF TRAVEL	1
331.100	TURNING AT INTERSECTIONS	1
331.170	RIGHT OF WAY WHEN TURNING LEFT	1
331.190	OPERATION OF VEH AT STOP SIGNS	2
331.340	FTC/FULL TIME ATT./WEAVING	3
333.030	SPEED	11
333.030A	ACDA	4
333.080	FAIL TO CONTROL	1
335.010	OL REQUIRED,RESTRICTION VIOL	1
335.010A	DRIVERS LICENSE REQUIRED (EXPIRED LESS THAN 6	1
335.010A1	EXPIRED DRIVERS LICENSE	1
335.070	DUS/REVOCATION/RESTRICTIONS	5
335.071	DRIVING UNDER OVI SUSPENSION	1
335.072	DRIVING UNDER FRA SUSPENSION	3
335.073	DRIVING WITHOUT COMPLYING WITH LICENSE	1
335.100	EXPIRED TAGS OR UNLAWFUL PLATES	7
335.110	TRANSFER OF OWNER/REGISTRATION	1
337.020	LIGHTED LIGHTS	1
337.270	SAFETY BELT REQUIRED DRIVER	1
351.030	PROHIBITED STANDING OR PARKING	2
509.030	DISORDERLY CONDUCT	1
513.030A	POSSESSION OF MARIJUANA 513.03 C2A	1
513.040	POSSESS DRUG ABUSE INSTRUMENTS	1
525.020	FALSIFICATION	2
541.050	CRIMINAL TRESPASS	6
545.050	THEFT	11
Total Offenses for Time Period		75
Total Tickets for Time Period		63

Mayors Report



January 21, 2020

Michael Ebert, Mayor

Policing Study:

Amanda Jackson and I have begun the search for an agency to evaluate and report their recommendation on the total number Deputies the city may need moving forward. We have reached out once again to the, Retired Ohio Police Chiefs Association for this service.

Community meetings:

Have met with several community groups recently to discuss any topic they wish and those included mostly McGill Park and the McDorman building. Every group has a positive outlook for both of these and are anxious see them completed.



Fairfield County Sheriff's Office Canal Winchester Yearly Statistics for 2019

Dispatched Calls for Service – 5,743

Pick up Calls, not including traffic stops – 10,976

Multiple Unit Calls – 3,739

Reports – 1,266

Addendums – 326

Civil Papers Attempted/Served – 133/120

Building Checks – 35,540

Vacation Checks – 3,187

Traffic Stops – 1,587

Citations – 765

Warnings – 1,296

Felony Arrests – 36

Misdemeanor Arrests – 194

Warrant Arrests – 286

OVI's – 34

Pink Slips – 29

Charge Packets – 24

Summons Issued – 131

Misdemeanor Charges Filed – 644

Felony Charges Filed – 115

Total Down Time – 704,661 = 64%

Coffee Talk

January 23rd 2020 8am-9am

Canal Wigwam—4 S. High St. Canal Winchester 43110

What to Expect—Ever had a question you wanted to ask a Deputy Sheriff? Sgt. Hendershot will be available to answer any questions you may have. He can also talk about the Community Watch program, Canal Winchester calls for service, the S.W.A.T. Team, and many other topics.



Civilian Response to Emergency Situation Training

February 10th 2020 7pm-9pm

Peace Lutheran Church - 28 Elm St. Canal Winchester

What to Expect—This is a hands on class. Topics will be discussed on how to survive an active shooter or any active aggressor should you find yourself in such a situation. Mature audience only please.

Women's Self Defense Class

March 24th 2020 6:30pm-8:30pm

Winchester Trail Elementary —6865 Gender Rd. Canal

What to Expect—This is a hands on course teaching Women how to use their strengths against an assailant's mental and physical weaknesses, solve personal safety concerns related to fear of being attacked, sexually assaulted, street crimes, dating and domestic violence. 13 year old minimum due to the nature of content.

COUNCIL UPDATE



January 16, 2020

Finance Department
Amanda Jackson, Finance Director

Legislation:

There are two pieces of legislation included in your packets this evening for court-related contracts. These are two annual contracts that we bring before Council each year.

- The Franklin County Public Defender contract provides indigent defense representation to those who qualify - a service we are required to offer and fund. The 2020 rate of \$46.06/case is a 45% decrease from 2019. This is directly attributable to an increase in the per case reimbursement rate that the county is anticipating from the state. Total 2019 expenses under this contract were \$2,950.
- The Columbus City Attorney contract provides victim assistance services and BMV case representation for incidents occurring within the jurisdiction of Canal Winchester. The per case fee under this contract is \$30 which is the same as it has been for many years. We have not had an expenditure related to this contract since 2017 but are still required to have the services in place.

Because of the low dollar amounts of these contracts, I am respectfully requesting that second and third reading be suspended so that these contracts can be returned in a timely manner.

Project Status:

December 2019 Financial Statements – The December 2019 cash financial reports are included in your packets this evening. As we have discussed and you can see on the reports, our General Fund balance increased to \$10.5 million at the end of 2019. This is more than double our balance from 5 years ago. Our conservative spending practices working in conjunction with the increase in income taxes from development in the city has put us in a great financial place for the upcoming large projects that we have been discussing. Additionally, our utility funds (Water, Sewer, Storm Water) all finished the year exceeding revenue expectations. We have been very fortunate that we have not had to raise utility rates since January 1, 2018 with no planned increase until January 1, 2021. We are also looking ahead at our water and sewer plants and planning for larger expenditures in the next 5-7 years which we are hoping to be able to use our cash to pay for and eliminate the need for debt. Overall, I am very pleased with what we have been able to accomplish while still being fiscally responsible with taxpayer dollars.

Beginning GL Balance:	26,457,076.76
Add: Cash Receipts	1,272,525.46
Less: Cash Disbursements	(1,297,885.93)
Less: Payroll Disbursements	(198,428.93)
Add: Journal Entries/Other	992,299.76

Ending GL Balance: 27,225,587.12

Ending Bank Balance: 27,314,680.88
 Add: Miscellaneous Transactions 150.00
 Add: Deposits in Transit

01/02/2020 *Deposit ID: 15849	863.66
01/02/2020 *Deposit ID: 15850	181.20
01/02/2020 *Deposit ID: 15851	140.91
01/03/2020 *Deposit ID: 15854	3,430.04
01/03/2020 *Deposit ID: 15855	23.21
O/S CHECKS PRIOR TO 1/1/15	(2,268.50)
PNP FEE	1,318.71
PNP CREDIT	(1,045.57)
CHRISTMAS CLUB TRANSFER	30,075.10

Less: Outstanding Checks

32,718.76

AP Checks

Check Date	Check Number	Name	Amount
03/09/2016	50520	ANDREA FOX	45.00
04/06/2016	50617	KIMBERLY GRAHAM	100.00
10/12/2016	51583	WAYNE BRENGMAN	5.00
11/16/2016	51740	SARAH DENEN	100.00
01/10/2018	53596	CLAUDE CURTIS	100.00
03/14/2018	53900	TWO ELK, LLC	12.00
06/08/2018	54236	JANICE THURMAN	100.00
03/21/2019	55496	DIANE PHILLIPS	100.00
11/21/2019	56557	BECKIE FACTOR	100.00
12/10/2019	56655	CARL WHEELER INC	8,400.00
12/23/2019	56679	CANAL WINCHESTER BOARD OF EDUCATION	5,619.83
12/23/2019	56683	CARROLL TRUCK & AUTO SERVICE	329.96
12/23/2019	56690	DONLEY CONCRETE CUTTING & DRILLING	300.00
12/23/2019	56697	FEINKOPF, MACIOCE, SCHAPPA ARCHITECT	5,920.00
12/23/2019	56710	MARIAH SHUMAKER	100.00
12/23/2019	56712	METZ, BAILEY & McLOUGHLIN	1,650.00
12/23/2019	56713	MORF CORPORATION	80.00
12/23/2019	56714	OHIO PUBLIC EMPLOYER LABOR RELATION	349.00
12/23/2019	56715	OHIO UNIVERSITY	1,000.00
12/23/2019	56717	PREMIER ELECTRIC CO., INC	26,705.00
12/23/2019	56723	SCOTT CONNER	100.00
12/23/2019	56727	TAYLOR & SON EQUIPMENT CO.	529.59
12/23/2019	56728	THE FLOWER BOUTIQUE	128.47
12/23/2019	56733	VIOLET TOWNSHIP	29,044.76
12/23/2019	56735	WALCOM-REGISTRATION SERVICES	230.00
12/23/2019	56737	ZIEBART OF OHIO, INC./OH 28	90.00
12/24/2019	56738	FRANKLIN COUNTY RECORDER	154.00
12/24/2019	56739	FRANKLIN COUNTY RECORDER	154.00
12/24/2019	56740	FRANKLIN COUNTY RECORDER	154.00

Payroll Checks

Check Date	Check Number	Name	Amount
12/10/2019	EFT859	OPERS	21,226.26
12/24/2019	56742	COLONIAL LIFE INSURANCE	99.14
12/24/2019	EFT866	OPERS	18,936.51

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DB: Canal Winchester

BANK RECONCILIATION FOR CITY OF CANAL WINCHESTER
Bank GEN (GENERAL OPERATING)
FROM 12/01/2019 TO 12/31/2019
Reconciliation Record ID: 57
Finalized

Page 2/2

Total - 32 Outstanding Checks:	121,962.52
Adjusted Bank Balance	27,225,587.12
Unreconciled Difference:	0.00

REVIEWED BY: _____ DATE: _____

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Revenues							
100-000-4100-00	MUNICIPAL INCOME TAX	6,900,000.00	6,900,000.00	537,193.27	7,435,145.11	0.00	(535,145.11)
100-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	440,000.00	440,000.00	0.00	453,484.47	0.00	(13,484.47)
100-000-4210-00	TANGIBLE PERSONAL PROPERTY TAX	0.00	0.00	0.00	0.00	0.00	0.00
100-000-4220-00	HOTEL/MOTEL TAX	70,000.00	70,000.00	11,519.01	95,266.21	0.00	(25,266.21)
100-000-4300-00	LOCAL GOVERNMENT - STATE	0.00	0.00	2,368.01	12,697.23	0.00	(12,697.23)
100-000-4301-00	LOCAL GOVERNMENT - COUNTY	75,000.00	75,000.00	7,300.12	81,718.69	0.00	(6,718.69)
100-000-4310-00	HOMESTEAD/ROLLBACK	49,000.00	49,000.00	0.00	52,622.16	0.00	(3,622.16)
100-000-4320-00	LIQUOR PERMITS	16,000.00	16,000.00	0.00	17,647.70	0.00	(1,647.70)
100-000-4321-00	CIGARETTE TAX	350.00	350.00	0.00	366.63	0.00	(16.63)
100-000-4330-00	INHERITANCE TAX	0.00	0.00	0.00	0.00	0.00	0.00
100-000-4340-00	STATE GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
100-000-4350-00	FEDERAL GRANTS	0.00	0.00	0.00	0.00	0.00	0.00
100-000-4400-00	WEED CUTTING/MOWING ASSESSMENTS	500.00	500.00	0.00	0.00	0.00	500.00
100-000-4401-00	STREET ASSESSMENTS	27,000.00	27,000.00	0.00	30,450.38	0.00	(3,450.38)
100-000-4402-00	SIDEWALK ASSESSMENTS	14,000.00	14,000.00	0.00	12,719.50	0.00	1,280.50
100-000-4410-00	DILEY RD ASSESSMENTS	110,000.00	110,000.00	0.00	113,473.96	0.00	(3,473.96)
100-000-4500-00	SWIMMING POOL ADMISSION	98,000.00	98,000.00	0.00	131,314.98	0.00	(33,314.98)
100-000-4501-00	SWIMMING POOL CONCESSION	24,000.00	24,000.00	0.00	32,299.37	0.00	(8,299.37)
100-000-4502-00	SWIMMING POOL RENTAL FEES	7,250.00	7,250.00	0.00	7,200.00	0.00	50.00
100-000-4510-00	BUILDING RENTAL FEES	12,000.00	12,000.00	210.00	14,390.00	0.00	(2,390.00)
100-000-4511-00	CLASS FEES	0.00	0.00	0.00	0.00	0.00	0.00
100-000-4512-00	PARK RENTAL FEES	500.00	500.00	0.00	580.00	0.00	(80.00)
100-000-4520-00	LOCAL COPIES	1,000.00	1,000.00	0.00	454.00	0.00	546.00
100-000-4600-00	WASTE MANAGEMENT FRANCHISE FEES	25,000.00	25,000.00	0.00	25,000.00	0.00	0.00
100-000-4601-00	CABLE TV FRANCHISE FEES	125,000.00	125,000.00	14,899.79	115,026.86	0.00	9,973.14
100-000-4610-00	PEDDLERS AND SOLICITORS PERMITS	500.00	500.00	10.00	915.00	0.00	(415.00)
100-000-4620-00	BUILDING PERMITS	125,000.00	125,000.00	16,345.00	220,100.00	0.00	(95,100.00)
100-000-4621-00	ZONING PERMITS	25,000.00	25,000.00	575.00	40,819.40	0.00	(15,819.40)
100-000-4622-00	INSPECTION FEES	180,000.00	180,000.00	27,663.00	410,841.67	0.00	(230,841.67)
100-000-4623-00	SIDEWALK INSPECTION FEES	6,000.00	6,000.00	900.00	15,840.00	0.00	(9,840.00)
100-000-4624-00	PLAN REVIEW FEES	27,000.00	27,000.00	2,400.00	24,345.00	0.00	2,655.00
100-000-4625-00	ENGINEERING REVIEW FEES	32,000.00	32,000.00	0.00	28,900.00	0.00	3,100.00
100-000-4626-00	ROW APPLICATION FEES	8,000.00	8,000.00	275.00	16,080.00	0.00	(8,080.00)
100-000-4627-00	ADMINISTRATIVE FEES	22,000.00	22,000.00	7,022.72	51,660.26	0.00	(29,660.26)
100-000-4630-00	PARK LAND FEES	60,000.00	60,000.00	13,000.00	154,000.00	0.00	(94,000.00)
100-000-4631-00	STREET TREE FEES	40,000.00	40,000.00	14,262.00	78,564.00	0.00	(38,564.00)
100-000-4680-00	GOLF CART REGISTRATION FEES	100.00	100.00	25.00	350.00	0.00	(250.00)
100-000-4690-00	COURT FINES	95,000.00	95,000.00	7,117.00	68,549.10	0.00	26,450.90
100-000-4700-00	INTEREST	80,000.00	80,000.00	279,985.80	451,529.24	0.00	(371,529.24)
100-000-4800-00	SALE OF ASSETS	500.00	500.00	0.00	0.00	0.00	500.00
100-000-4810-00	MISCELLANEOUS	12,000.00	12,000.00	188.77	14,266.76	0.00	(2,266.76)
100-000-4820-00	DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
100-000-4830-00	BOND PROCEEDS	0.00	0.00	0.00	950,706.00	0.00	(950,706.00)
100-000-4840-00	UNCLAIMED MONEY	0.00	0.00	0.00	0.00	0.00	0.00
100-000-4850-00	INSURANCE CLAIMS	30,000.00	30,000.00	0.00	12,338.06	0.00	17,661.94
100-000-4900-00	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00
100-000-4910-00	ADVANCE IN	40,000.00	40,000.00	40,000.00	40,000.00	0.00	0.00
100-000-4999-00	TEMPORARY HOLDING ACCOUNT	0.00	0.00	0.00	79,300.00	0.00	(79,300.00)
TOTAL REVENUES		8,777,700.00	8,777,700.00	983,259.49	11,290,961.74	0.00	(2,513,261.74)
Expenditures							
100-100-5347-00	PAYMENT TO POLITICAL SUBDIVISION	1,181,000.00	1,337,824.26	103,604.15	1,249,285.80	25,162.55	63,375.91
100-100-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,100.00	0.00	517.76	273.22	309.02
100-100-5500-00	CAPITAL OUTLAY	45,000.00	45,000.00	0.00	33,599.00	0.00	11,401.00

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DB: Canal Winchester

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-200-5347-00	PAYMENT TO POLITICAL SUBDIVISION	83,500.00	83,500.00	1,363.75	81,653.90	0.00	1,846.10
100-201-5342-00	HUMAN SERVICES CONTRACT	63,100.00	63,100.00	0.00	63,096.00	0.00	4.00
100-202-5341-00	CEMETERY/INDIGENT BURIAL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-300-5100-00	REGULAR SALARIES	45,000.00	45,000.00	3,787.20	43,502.12	0.00	1,497.88
100-300-5110-00	OVERTIME SALARIES	800.00	800.00	0.00	0.00	0.00	800.00
100-300-5200-00	PERS	6,300.00	6,300.00	530.20	6,090.20	0.00	209.80
100-300-5210-00	MEDICARE	650.00	650.00	51.66	584.03	0.00	65.97
100-300-5220-00	WORKERS' COMPENSATION	800.00	800.00	424.94	(174.28)	0.00	974.28
100-300-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	1,768.67	25,121.78	0.00	1,878.22
100-300-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00
100-300-5250-00	UNIFORMS/LICENSES	100.00	100.00	25.80	25.80	0.00	74.20
100-300-5325-00	TRAINING/EDUCATION	250.00	250.00	0.00	0.00	0.00	250.00
100-300-5340-00	OTHER CONTRACT SERVICES	13,000.00	14,542.97	0.00	1,877.47	1,460.00	11,205.50
100-300-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,100.00	0.00	166.50	0.00	933.50
100-300-5410-00	OPERATION AND MAINTENANCE	4,000.00	4,000.00	22.79	875.76	1,315.05	1,809.19
100-300-5500-00	CAPITAL OUTLAY	3,000.00	3,000.00	0.00	99.97	110.03	2,790.00
100-301-5100-00	REGULAR SALARIES	126,000.00	126,000.00	5,776.80	110,817.24	0.00	15,182.76
100-301-5110-00	OVERTIME SALARIES	15,600.00	15,600.00	672.61	6,991.29	0.00	8,608.71
100-301-5200-00	PERS	20,000.00	20,000.00	939.09	15,647.89	0.00	4,352.11
100-301-5210-00	MEDICARE	2,100.00	2,100.00	99.91	1,724.26	0.00	375.74
100-301-5220-00	WORKERS' COMPENSATION	2,500.00	2,500.00	1,705.06	8.09	0.00	2,491.91
100-301-5230-00	INSURANCE PREMIUMS	66,000.00	66,000.00	1,944.45	44,764.77	0.00	21,235.23
100-301-5240-00	TRAVEL/TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
100-301-5250-00	UNIFORMS/LICENSES	1,800.00	1,845.00	394.90	1,639.90	0.00	205.10
100-301-5325-00	TRAINING/EDUCATION	400.00	400.00	10.00	10.00	0.00	390.00
100-301-5340-00	OTHER CONTRACT SERVICES	5,000.00	5,050.00	295.00	2,808.00	0.00	2,242.00
100-301-5349-00	MISCELLANEOUS CONTRACT SERVICES	20,000.00	28,170.00	2,129.16	16,174.63	0.00	11,995.37
100-301-5410-00	OPERATION AND MAINTENANCE	18,000.00	18,763.54	2,391.84	15,367.84	950.53	2,445.17
100-301-5500-00	CAPITAL OUTLAY	155,000.00	210,610.55	10,088.36	36,168.35	163,001.79	11,440.41
100-302-5320-00	PROFESSIONAL SERVICES	140,000.00	140,000.00	0.00	130,225.00	0.00	9,775.00
100-302-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,000.00	0.00	1,735.84	0.00	1,264.16
100-302-5410-00	OPERATION AND MAINTENANCE	5,000.00	6,885.02	0.00	5,951.70	0.00	933.32
100-302-5410-03	CONCESSIONS OPERATION AND MAINTENANCE	15,000.00	15,000.00	31.45	14,428.68	0.00	571.32
100-302-5500-00	CAPITAL OUTLAY	18,000.00	49,000.00	0.00	48,175.06	0.00	824.94
100-400-5100-00	REGULAR SALARIES	215,000.00	215,000.00	15,269.06	205,541.45	0.00	9,458.55
100-400-5110-00	OVERTIME SALARIES	300.00	300.00	0.00	0.00	0.00	300.00
100-400-5200-00	PERS	29,500.00	29,500.00	2,125.10	28,044.93	0.00	1,455.07
100-400-5210-00	MEDICARE	3,200.00	3,200.00	220.67	2,951.64	0.00	248.36
100-400-5220-00	WORKERS' COMPENSATION	3,800.00	3,800.00	3,059.18	432.61	0.00	3,367.39
100-400-5230-00	INSURANCE PREMIUMS	66,000.00	66,000.00	4,235.07	61,278.06	0.00	4,721.94
100-400-5240-00	TRAVEL/TRANSPORTATION	2,000.00	2,010.00	0.00	315.99	0.00	1,694.01
100-400-5250-00	UNIFORMS/LICENSES	300.00	315.00	0.00	15.00	0.00	300.00
100-400-5320-00	PROFESSIONAL SERVICES	175,000.00	224,204.77	9,168.00	170,301.13	35,646.57	18,257.07
100-400-5325-00	TRAINING/EDUCATION	2,500.00	2,500.00	110.14	704.14	200.00	1,595.86
100-400-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	16,000.00	16,050.00	0.00	15,249.25	0.00	800.75
100-400-5349-00	MISCELLANEOUS CONTRACT SERVICES	55,000.00	66,559.52	753.87	21,490.27	7,975.86	37,093.39
100-400-5352-00	GIS	3,500.00	3,500.00	0.00	1,631.96	0.00	1,868.04
100-400-5400-00	OFFICE SUPPLIES AND MATERIALS	2,200.00	2,200.00	249.35	1,477.66	531.23	191.11
100-400-5500-00	CAPITAL OUTLAY	2,500.00	2,500.00	0.00	306.33	1,773.50	420.17
100-401-5350-00	CWICC GRANT/DEVELOPMENT INCENTIVES	0.00	0.00	0.00	0.00	0.00	0.00
100-410-5100-00	REGULAR SALARIES	122,000.00	122,000.00	7,881.75	117,682.65	0.00	4,317.35
100-410-5110-00	OVERTIME SALARIES	3,400.00	3,400.00	13.35	1,340.56	0.00	2,059.44
100-410-5200-00	PERS	17,000.00	17,000.00	1,180.55	16,157.38	0.00	842.62
100-410-5210-00	MEDICARE	1,800.00	1,800.00	126.25	1,737.07	0.00	62.93
100-410-5220-00	WORKERS' COMPENSATION	2,250.00	2,250.00	1,868.41	613.38	0.00	1,636.62
100-410-5230-00	INSURANCE PREMIUMS	39,100.00	39,100.00	2,527.31	33,025.84	0.00	6,074.16

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-410-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	77.45	77.45	0.00	422.55
100-410-5250-00	UNIFORMS/LICENSES	1,300.00	1,315.00	139.50	754.50	0.00	560.50
100-410-5320-00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
100-410-5325-00	TRAINING/EDUCATION	1,000.00	1,000.00	865.00	1,000.00	0.00	0.00
100-410-5340-00	OTHER CONTRACT SERVICES	17,500.00	17,500.00	0.00	3,652.00	4,098.00	9,750.00
100-410-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	265.00	0.00	235.00
100-410-5400-00	OFFICE SUPPLIES AND MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00
100-410-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,280.07	193.96	4,498.40	230.74	550.93
100-410-5410-02	FLOWERS/MULCH/STAB OPERATION AND MAINTEN	15,000.00	15,126.80	110.57	12,387.33	0.00	2,739.47
100-410-5500-00	CAPITAL OUTLAY	41,000.00	41,000.00	17,820.00	40,716.00	0.00	284.00
100-500-5100-00	REGULAR SALARIES	135,000.00	135,000.00	9,832.26	127,693.74	0.00	7,306.26
100-500-5110-00	OVERTIME SALARIES	1,100.00	1,100.00	278.89	278.89	0.00	821.11
100-500-5200-00	PERS	18,100.00	18,100.00	1,315.38	17,037.08	0.00	1,062.92
100-500-5210-00	MEDICARE	2,000.00	2,000.00	140.58	1,813.86	0.00	186.14
100-500-5220-00	WORKERS' COMPENSATION	2,400.00	2,400.00	1,834.55	561.52	0.00	1,838.48
100-500-5230-00	INSURANCE PREMIUMS	34,250.00	34,250.00	1,792.67	25,227.53	0.00	9,022.47
100-500-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00
100-500-5250-00	UNIFORMS/LICENSES	200.00	215.00	0.00	15.00	0.00	200.00
100-500-5320-00	PROFESSIONAL SERVICES	65,000.00	65,000.00	0.00	50,000.00	10,000.00	5,000.00
100-500-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	0.00	1,212.50	0.00	787.50
100-500-5330-00	INSURANCE/BONDING	48,000.00	48,000.00	525.00	37,450.30	0.00	10,549.70
100-500-5340-00	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	600.00	0.00	400.00
100-500-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	7,000.00	7,000.00	0.00	6,787.82	0.00	212.18
100-500-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,065.00	191.80	878.60	0.00	186.40
100-500-5410-00	OPERATION AND MAINTENANCE	3,000.00	3,090.00	185.00	917.02	75.00	2,097.98
100-500-5500-00	CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-501-5100-00	REGULAR SALARIES	47,250.00	52,950.00	5,493.65	52,702.80	0.00	247.20
100-501-5110-00	OVERTIME SALARIES	0.00	0.00	(278.89)	0.00	0.00	0.00
100-501-5200-00	PERS	11,500.00	11,500.00	939.48	9,453.22	0.00	2,046.78
100-501-5210-00	MEDICARE	700.00	800.00	81.84	787.88	0.00	12.12
100-501-5220-00	WORKERS' COMPENSATION	850.00	850.00	780.81	165.75	0.00	684.25
100-501-5230-00	INSURANCE PREMIUMS	71,000.00	71,000.00	3,659.02	50,240.73	0.00	20,759.27
100-501-5240-00	TRAVEL/TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
100-501-5250-00	UNIFORMS/LICENSES	700.00	700.00	28.75	28.75	0.00	671.25
100-501-5320-00	PROFESSIONAL SERVICES	11,700.00	11,700.00	0.00	11,684.40	7.50	8.10
100-501-5325-00	TRAINING/EDUCATION	1,500.00	1,575.00	0.00	75.00	0.00	1,500.00
100-501-5344-00	DESTINATION: CANAL WINCHESTER	22,000.00	22,000.00	0.00	22,000.00	0.00	0.00
100-501-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	191.51	0.00	308.49
100-501-5400-00	OFFICE SUPPLIES AND MATERIALS	250.00	350.00	18.32	276.66	7.50	65.84
100-501-5500-00	CAPITAL OUTLAY	1,500.00	1,500.00	0.00	1,255.77	0.00	244.23
100-510-5100-00	REGULAR SALARIES	47,000.00	47,050.00	3,401.36	47,033.60	0.00	16.40
100-510-5110-00	OVERTIME SALARIES	2,600.00	2,200.00	184.97	1,799.23	0.00	400.77
100-510-5200-00	PERS	7,000.00	7,000.00	584.10	6,836.53	0.00	163.47
100-510-5210-00	MEDICARE	725.00	725.00	59.21	691.40	0.00	33.60
100-510-5220-00	WORKERS' COMPENSATION	900.00	900.00	803.70	77.96	0.00	822.04
100-510-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	1,768.67	25,221.78	0.00	1,778.22
100-510-5240-00	TRAVEL/TRANSPORTATION	500.00	850.00	585.84	827.82	0.00	22.18
100-510-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	0.00	100.00
100-510-5320-00	PROFESSIONAL SERVICES	13,900.00	16,576.90	600.00	11,018.30	1,124.90	4,433.70
100-510-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	300.00	0.00	200.00
100-510-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	800.00	800.00	0.00	700.00	0.00	100.00
100-510-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,671.17	41.39	1,067.79	0.00	2,603.38
100-510-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	306.33	0.00	693.67
100-520-5100-00	REGULAR SALARIES	152,000.00	152,000.00	11,608.55	150,459.62	0.00	1,540.38
100-520-5200-00	PERS	21,000.00	21,000.00	1,601.60	20,485.01	0.00	514.99
100-520-5210-00	MEDICARE	2,200.00	2,200.00	163.12	2,108.15	0.00	91.85

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-520-5220-00	WORKERS' COMPENSATION	2,700.00	2,700.00	2,082.57	232.37	0.00	2,467.63
100-520-5230-00	INSURANCE PREMIUMS	54,000.00	54,000.00	3,537.32	50,443.54	0.00	3,556.46
100-520-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	0.00	500.00
100-520-5250-00	UNIFORMS/LICENSES	200.00	230.00	0.00	30.00	0.00	200.00
100-520-5320-00	PROFESSIONAL SERVICES	22,000.00	29,000.00	0.00	27,569.50	(6,069.50)	7,500.00
100-520-5325-00	TRAINING/EDUCATION	2,000.00	2,025.00	0.00	545.00	0.00	1,480.00
100-520-5340-00	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
100-520-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	775.00	775.00	0.00	285.00	100.00	390.00
100-520-5349-00	MISCELLANEOUS CONTRACT SERVICES	39,775.00	42,879.18	18,021.14	41,239.95	452.30	1,186.93
100-520-5400-00	OFFICE SUPPLIES AND MATERIALS	1,500.00	1,697.00	0.00	735.80	68.00	893.20
100-520-5500-00	CAPITAL OUTLAY	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00
100-521-5100-00	REGULAR SALARIES	48,000.00	48,050.00	3,773.14	48,048.40	0.00	1.60
100-521-5200-00	PERS	6,750.00	6,750.00	528.24	6,726.77	0.00	23.23
100-521-5210-00	MEDICARE	700.00	700.00	54.71	698.15	0.00	1.85
100-521-5220-00	WORKERS' COMPENSATION	850.00	850.00	587.04	66.09	0.00	783.91
100-521-5230-00	INSURANCE PREMIUMS	8,000.00	7,950.00	24.00	282.25	0.00	7,667.75
100-521-5240-00	TRAVEL/TRANSPORTATION	1,500.00	1,500.00	0.00	590.92	85.92	823.16
100-521-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	0.00	100.00
100-521-5320-00	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	462.50	0.00	537.50
100-521-5325-00	TRAINING/EDUCATION	1,500.00	1,849.00	349.00	1,482.00	0.00	367.00
100-521-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	514.00	0.00	486.00
100-521-5349-00	MISCELLANEOUS CONTRACT SERVICES	5,000.00	5,000.00	0.00	2,164.64	750.00	2,085.36
100-521-5400-00	OFFICE SUPPLIES AND MATERIALS	300.00	300.00	0.00	173.13	0.00	126.87
100-521-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	925.00	0.00	75.00
100-530-5100-00	REGULAR SALARIES	52,000.00	52,000.00	4,430.40	50,439.95	0.00	1,560.05
100-530-5110-00	OVERTIME SALARIES	3,600.00	3,600.00	161.60	2,495.75	0.00	1,104.25
100-530-5200-00	PERS	7,500.00	7,500.00	642.88	7,404.77	0.00	95.23
100-530-5210-00	MEDICARE	800.00	800.00	66.42	757.27	0.00	42.73
100-530-5220-00	WORKERS' COMPENSATION	1,000.00	1,000.00	818.62	91.86	0.00	908.14
100-530-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	1,768.67	25,140.68	0.00	1,859.32
100-530-5240-00	TRAVEL/TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
100-530-5250-00	UNIFORMS/LICENSES	600.00	617.50	156.50	574.00	0.00	43.50
100-530-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00
100-530-5340-00	OTHER CONTRACT SERVICES	7,500.00	8,402.72	0.00	2,724.06	4,900.00	778.66
100-530-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	335.00	0.00	165.00
100-530-5349-00	MISCELLANEOUS CONTRACT SERVICES	7,500.00	9,345.00	0.00	1,809.00	5,000.00	2,536.00
100-530-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	1.90	254.72	0.00	745.28
100-530-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,265.24	0.00	961.80	912.67	3,390.77
100-530-5500-00	CAPITAL OUTLAY	25,000.00	34,599.00	0.00	20,278.43	0.00	14,320.57
100-531-5411-00	FUEL	15,000.00	17,404.28	2,454.08	16,270.73	752.49	381.06
100-531-5420-00	FLEET OPERATION AND MAINTENANCE	15,000.00	15,223.59	547.42	12,542.42	1,866.29	814.88
100-531-5500-00	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-540-5100-00	REGULAR SALARIES	89,000.00	89,000.00	7,160.05	88,817.65	0.00	182.35
100-540-5110-00	OVERTIME SALARIES	6,400.00	6,400.00	39.50	1,408.67	0.00	4,991.33
100-540-5200-00	PERS	13,500.00	13,500.00	1,014.21	12,638.05	0.00	861.95
100-540-5210-00	MEDICARE	1,400.00	1,400.00	108.29	1,336.90	0.00	63.10
100-540-5220-00	WORKERS' COMPENSATION	1,700.00	1,700.00	1,427.40	(69.92)	0.00	1,769.92
100-540-5230-00	INSURANCE PREMIUMS	54,000.00	54,000.00	2,147.75	29,564.99	0.00	24,435.01
100-540-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	0.00	500.00
100-540-5250-00	UNIFORMS/LICENSES	1,200.00	1,215.00	163.75	978.75	0.00	236.25
100-540-5300-00	UTILITIES	280,000.00	328,051.18	28,742.78	259,061.03	36,946.27	32,043.88
100-540-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00
100-540-5340-00	OTHER CONTRACT SERVICES	35,000.00	36,735.00	805.00	13,565.55	17,205.00	5,964.45
100-540-5349-00	MISCELLANEOUS CONTRACT SERVICES	37,000.00	42,125.00	3,130.00	36,621.04	3,550.00	1,953.96
100-540-5400-00	OFFICE SUPPLIES AND MATERIALS	44,000.00	45,045.79	486.86	17,191.58	748.58	27,105.63
100-540-5410-00	OPERATION AND MAINTENANCE	32,000.00	34,943.21	1,069.98	10,447.01	1,973.89	22,522.31

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-540-5431-00	FLAGS/BANNERS/SIGNS	10,000.00	11,890.00	0.00	5,929.84	5,500.00	460.16
100-540-5500-00	CAPITAL OUTLAY	60,000.00	1,064,230.00	0.00	980,219.03	32,636.32	51,374.65
100-540-5510-00	TECHNOLOGY CAPITAL OUTLAY	40,000.00	40,430.00	9,566.08	21,745.15	17,978.01	706.84
100-550-5100-00	REGULAR SALARIES	45,000.00	45,000.00	3,587.20	44,233.63	0.00	766.37
100-550-5110-00	OVERTIME SALARIES	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00
100-550-5200-00	PERS	6,500.00	6,500.00	502.20	6,192.63	0.00	307.37
100-550-5210-00	MEDICARE	675.00	675.00	49.42	603.99	0.00	71.01
100-550-5220-00	WORKERS' COMPENSATION	800.00	800.00	625.17	21.27	0.00	778.73
100-550-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	1,768.67	25,221.78	0.00	1,778.22
100-550-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	447.81	0.00	52.19
100-550-5250-00	UNIFORMS/LICENSES	100.00	115.00	20.60	35.60	0.00	79.40
100-550-5325-00	TRAINING/EDUCATION	3,000.00	3,000.00	0.00	1,253.66	0.00	1,746.34
100-550-5327-00	COMMUNITY NEWSLETTER	3,500.00	4,962.38	349.31	2,070.77	1,129.23	1,762.38
100-550-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	750.00	1,150.00	0.00	800.00	0.00	350.00
100-550-5400-00	OFFICE SUPPLIES AND MATERIALS	1,200.00	1,200.00	0.00	445.65	0.00	754.35
100-550-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	790.97	0.00	209.03
100-551-5349-00	MISCELLANEOUS CONTRACT SERVICES	20,000.00	20,961.05	1,030.63	12,499.71	544.00	7,917.34
100-551-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	0.00	60.00	150.00	790.00
100-551-5500-00	CAPITAL OUTLAY	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00
100-560-5100-00	REGULAR SALARIES	94,000.00	94,000.00	7,105.60	92,021.97	0.00	1,978.03
100-560-5200-00	PERS	12,250.00	12,250.00	966.78	12,232.14	0.00	17.86
100-560-5210-00	MEDICARE	1,350.00	1,350.00	101.40	1,292.09	0.00	57.91
100-560-5220-00	WORKERS' COMPENSATION	1,700.00	1,700.00	1,367.05	182.30	0.00	1,517.70
100-560-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	1,768.67	25,121.78	0.00	1,878.22
100-560-5240-00	TRAVEL/TRANSPORTATION	1,000.00	1,000.00	0.00	690.10	0.00	309.90
100-560-5250-00	UNIFORMS/LICENSES	300.00	300.00	100.00	300.00	0.00	0.00
100-560-5320-00	PROFESSIONAL SERVICES	15,000.00	18,965.00	630.00	15,275.00	2,620.00	1,070.00
100-560-5325-00	TRAINING/EDUCATION	7,000.00	7,000.00	(2,532.62)	4,333.38	0.00	2,666.62
100-560-5340-00	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
100-560-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	2,500.00	2,732.72	60.63	1,677.98	647.19	407.55
100-560-5400-00	OFFICE SUPPLIES AND MATERIALS	1,500.00	1,646.46	76.86	467.30	3.14	1,176.02
100-560-5410-00	OPERATION AND MAINTENANCE	2,500.00	3,322.50	0.00	1,105.19	299.85	1,917.46
100-560-5500-00	CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	2,642.00	358.00
100-570-5310-00	COMMUNICATIONS/PRINTING/ADVERTISING	25,000.00	28,717.32	1,415.72	18,575.61	752.85	9,388.86
100-570-5320-00	PROFESSIONAL SERVICES	225,000.00	271,753.14	18,692.61	216,119.38	24,206.76	31,427.00
100-570-5322-00	INCOME TAX COLLECTION FEES	190,000.00	190,000.00	0.00	190,000.00	0.00	0.00
100-570-5323-00	COUNTY AUDITOR/TREASURER FEES	16,000.00	16,000.00	0.00	11,893.47	0.00	4,106.53
100-570-5324-00	ELECTION EXPENSES	3,000.00	3,000.00	0.00	13.89	0.00	2,986.11
100-570-5343-00	CANAL WINCHESTER HISTORICAL SOCIETY	8,000.00	12,000.00	0.00	8,000.00	4,000.00	0.00
100-570-5343-01	NATIONAL BARBER MUSEUM	3,600.00	3,600.00	0.00	0.00	0.00	3,600.00
100-570-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	42,000.00	42,000.00	5,793.75	34,022.73	3,401.90	4,575.37
100-570-5347-00	PAYMENT TO POLITICAL SUBDIVISION	625,000.00	696,810.65	29,044.76	585,514.04	37,381.85	73,914.76
100-570-5600-00	DEBT PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00
100-570-5601-00	LEASE PRINCIPAL	111,500.00	111,500.00	32,035.60	99,258.61	0.00	12,241.39
100-570-5610-00	DEBT INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
100-570-5611-00	LEASE INTEREST	21,000.00	21,000.00	5,345.58	20,234.66	0.00	765.34
100-570-5700-00	TRANSFER OUT	1,059,250.00	1,267,250.00	160,000.00	1,219,250.00	0.00	48,000.00
100-570-5800-00	ADVANCES OUT	0.00	100,000.00	100,000.00	100,000.00	0.00	0.00
100-570-5900-00	CONTINGENCIES	0.00	0.00	0.00	0.00	0.00	0.00
100-600-5100-00	REGULAR SALARIES	127,000.00	127,000.00	5,867.39	124,608.97	0.00	2,391.03
100-600-5110-00	OVERTIME SALARIES	200.00	200.00	0.00	0.00	0.00	200.00
100-600-5200-00	PERS	17,500.00	17,500.00	1,368.30	17,116.01	0.00	383.99
100-600-5210-00	MEDICARE	1,850.00	1,850.00	146.52	1,841.88	0.00	8.12
100-600-5220-00	WORKERS' COMPENSATION	2,250.00	2,250.00	1,924.31	244.26	0.00	2,005.74
100-600-5230-00	INSURANCE PREMIUMS	30,100.00	30,100.00	6,041.63	29,492.77	0.00	607.23
100-600-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-600-5250-00	UNIFORMS/LICENSES	600.00	615.00	74.95	89.95	0.00	525.05
100-600-5320-00	PROFESSIONAL SERVICES	100,000.00	294,424.90	28,700.90	152,673.32	75,464.60	66,286.98
100-600-5320-01	CONSTRUCTION PROFESSIONAL SERVICES	275,000.00	610,786.17	18,076.17	415,993.61	85,522.93	109,269.63
100-600-5325-00	TRAINING/EDUCATION	1,000.00	1,000.00	0.00	585.00	0.00	415.00
100-600-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	0.00	0.00	0.00	0.00	0.00	0.00
100-600-5349-00	MISCELLANEOUS CONTRACT SERVICES	1,000.00	1,000.00	0.00	173.70	0.00	826.30
100-600-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	56.83	372.50	0.00	627.50
100-600-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	790.97	0.00	209.03
100-600-5501-00	CONSTRUCTION CAPITAL OUTLAY	760,000.00	867,538.41	5,800.00	770,146.84	66,329.00	31,062.57
100-603-5340-00	OTHER CONTRACT SERVICES	20,000.00	35,615.00	590.00	27,421.60	3,958.00	4,235.40
100-603-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,000.00	183.59	2,624.81	0.00	2,375.19
100-603-5500-00	CAPITAL OUTLAY	35,000.00	41,908.12	23,850.00	33,533.12	5,500.00	2,875.00
TOTAL EXPENDITURES		8,777,700.00	11,298,547.08	812,727.43	9,525,597.35	693,853.51	1,079,096.22
Fund 100 - GENERAL FUND:							
TOTAL REVENUES		8,777,700.00	8,777,700.00	983,259.49	11,290,961.74	0.00	(2,513,261.74)
TOTAL EXPENDITURES		8,777,700.00	11,298,547.08	812,727.43	9,525,597.35	693,853.51	1,079,096.22
NET OF REVENUES & EXPENDITURES		0.00	(2,520,847.08)	170,532.06	1,765,364.39	(693,853.51)	(3,592,357.96)
BEG. FUND BALANCE		8,802,405.61	8,802,405.61		8,802,405.61		
END FUND BALANCE		8,802,405.61	6,281,558.53		10,567,770.00		
Fund 200 - STREET MAINTENANCE							
Revenues							
200-000-4322-00	AUTO LICENSE TAX	65,000.00	65,000.00	3,899.90	65,540.60	0.00	(540.60)
200-000-4323-00	GASOLINE TAX	275,000.00	275,000.00	41,721.09	354,096.75	0.00	(79,096.75)
200-000-4700-00	INTEREST	2,500.00	2,500.00	11,654.61	11,654.61	0.00	(9,154.61)
200-000-4810-00	MISCELLANEOUS	2,000.00	2,000.00	153.91	5,394.23	0.00	(3,394.23)
200-000-4900-00	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		344,500.00	344,500.00	57,429.51	436,686.19	0.00	(92,186.19)
Expenditures							
200-601-5100-00	REGULAR SALARIES	150,000.00	150,000.00	10,165.20	132,904.36	0.00	17,095.64
200-601-5110-00	OVERTIME SALARIES	4,400.00	4,400.00	0.00	1,795.63	0.00	2,604.37
200-601-5200-00	PERS	21,000.00	21,000.00	1,402.12	18,430.01	0.00	2,569.99
200-601-5210-00	MEDICARE	2,300.00	2,300.00	146.33	1,918.36	0.00	381.64
200-601-5220-00	WORKERS' COMPENSATION	2,700.00	2,700.00	2,047.92	244.94	0.00	2,455.06
200-601-5230-00	INSURANCE PREMIUMS	54,100.00	54,100.00	3,537.34	50,243.56	0.00	3,856.44
200-601-5240-00	TRAVEL/TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
200-601-5250-00	UNIFORMS/LICENSES	1,050.00	1,065.00	347.25	962.25	0.00	102.75
200-601-5325-00	TRAINING/EDUCATION	500.00	500.00	50.00	50.00	0.00	450.00
200-601-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	636.16	0.00	113.84
200-601-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,000.00	2.70	1,237.44	0.00	1,762.56
200-601-5500-00	CAPITAL OUTLAY	4,000.00	4,000.00	0.00	0.00	2,627.00	1,373.00
200-602-5340-00	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
200-602-5410-00	OPERATION AND MAINTENANCE	8,000.00	8,000.00	645.00	4,320.04	1,500.00	2,179.96
200-602-5411-00	FUEL	12,000.00	15,669.93	2,061.92	14,824.29	845.64	0.00
200-602-5420-00	FLEET OPERATION AND MAINTENANCE	12,000.00	12,253.84	403.89	10,844.39	664.43	745.02
200-602-5500-00	CAPITAL OUTLAY	7,000.00	7,000.00	0.00	0.00	600.00	6,400.00
200-602-5600-00	DEBT PRINCIPAL	57,500.00	57,500.00	0.00	57,500.00	0.00	0.00
200-602-5601-00	LEASE PRINCIPAL	20,500.00	20,500.00	9,976.78	19,776.42	0.00	723.58

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 200 - STREET MAINTENANCE							
Expenditures							
200-602-5610-00	DEBT INTEREST	18,250.00	18,250.00	0.00	18,245.05	0.00	4.95
200-602-5611-00	LEASE INTEREST	750.00	750.00	171.68	749.91	0.00	0.09
200-603-5352-00	GIS	4,500.00	4,500.00	0.00	211.51	0.00	4,288.49
200-603-5410-00	OPERATION AND MAINTENANCE	30,000.00	34,762.90	629.71	17,164.91	16,199.85	1,398.14
200-603-5500-00	CAPITAL OUTLAY	15,000.00	19,012.00	0.00	7,490.48	10,055.50	1,466.02
200-604-5410-00	OPERATION AND MAINTENANCE	35,000.00	53,378.02	772.66	52,374.53	1,000.00	3.49
200-604-5500-00	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		464,300.00	495,391.69	32,360.50	411,924.24	33,492.42	49,975.03
Fund 200 - STREET MAINTENANCE:							
TOTAL REVENUES		344,500.00	344,500.00	57,429.51	436,686.19	0.00	(92,186.19)
TOTAL EXPENDITURES		464,300.00	495,391.69	32,360.50	411,924.24	33,492.42	49,975.03
NET OF REVENUES & EXPENDITURES		(119,800.00)	(150,891.69)	25,069.01	24,761.95	(33,492.42)	(142,161.22)
BEG. FUND BALANCE		563,024.92	563,024.92		563,024.92		
END FUND BALANCE		443,224.92	412,133.23		587,786.87		
Fund 201 - STATE HIGHWAY							
Revenues							
201-000-4322-00	AUTO LICENSE TAX	5,200.00	5,200.00	316.21	5,314.10	0.00	(114.10)
201-000-4323-00	GASOLINE TAX	22,300.00	22,300.00	3,382.79	28,710.54	0.00	(6,410.54)
201-000-4700-00	INTEREST	500.00	500.00	2,083.37	2,083.37	0.00	(1,583.37)
201-000-4810-00	MISCELLANEOUS	0.00	0.00	0.00	112.14	0.00	(112.14)
201-000-4900-00	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		28,000.00	28,000.00	5,782.37	36,220.15	0.00	(8,220.15)
Expenditures							
201-603-5340-00	OTHER CONTRACT SERVICES	4,000.00	4,000.00	0.00	2,445.85	1,000.00	554.15
201-603-5410-00	OPERATION AND MAINTENANCE	13,850.00	14,850.00	0.00	4,457.58	5,000.00	5,392.42
201-603-5500-00	CAPITAL OUTLAY	5,000.00	10,000.00	0.00	3,834.89	2,000.00	4,165.11
201-603-5600-00	DEBT PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00
201-603-5601-00	LEASE PRINCIPAL	4,950.00	4,950.00	1,338.48	2,654.59	0.00	2,295.41
201-603-5610-00	DEBT INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
201-603-5611-00	LEASE INTEREST	200.00	200.00	18.72	51.83	0.00	148.17
TOTAL EXPENDITURES		28,000.00	34,000.00	1,357.20	13,444.74	8,000.00	12,555.26
Fund 201 - STATE HIGHWAY:							
TOTAL REVENUES		28,000.00	28,000.00	5,782.37	36,220.15	0.00	(8,220.15)
TOTAL EXPENDITURES		28,000.00	34,000.00	1,357.20	13,444.74	8,000.00	12,555.26
NET OF REVENUES & EXPENDITURES		0.00	(6,000.00)	4,425.17	22,775.41	(8,000.00)	(20,775.41)
BEG. FUND BALANCE		81,708.68	81,708.68		81,708.68		
END FUND BALANCE		81,708.68	75,708.68		104,484.09		
Fund 202 - COURT TECH FUND A							
Revenues							
202-000-4691-00	COMPUTER FEE	2,400.00	2,400.00	162.00	1,545.00	0.00	855.00

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 202 - COURT TECH FUND A							
Revenues							
TOTAL REVENUES		2,400.00	2,400.00	162.00	1,545.00	0.00	855.00
Expenditures							
202-510-5340-00	OTHER CONTRACT SERVICES	1,200.00	1,200.00	0.00	1,027.50	0.00	172.50
202-510-5400-00	OFFICE SUPPLIES AND MATERIALS	600.00	600.00	0.00	134.83	150.00	315.17
202-510-5410-00	OPERATION AND MAINTENANCE	500.00	500.00	0.00	0.00	0.00	500.00
202-510-5500-00	CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL EXPENDITURES		3,800.00	3,800.00	0.00	1,162.33	150.00	2,487.67
Fund 202 - COURT TECH FUND A:							
TOTAL REVENUES		2,400.00	2,400.00	162.00	1,545.00	0.00	855.00
TOTAL EXPENDITURES		3,800.00	3,800.00	0.00	1,162.33	150.00	2,487.67
NET OF REVENUES & EXPENDITURES		(1,400.00)	(1,400.00)	162.00	382.67	(150.00)	(1,632.67)
BEG. FUND BALANCE		22,460.31	22,460.31		22,460.31		
END FUND BALANCE		21,060.31	21,060.31		22,842.98		
Fund 203 - COURT TECH FUND B							
Revenues							
203-000-4691-00	COMPUTER FEE	7,500.00	7,500.00	514.00	5,099.00	0.00	2,401.00
TOTAL REVENUES		7,500.00	7,500.00	514.00	5,099.00	0.00	2,401.00
Expenditures							
203-510-5340-00	OTHER CONTRACT SERVICES	1,400.00	1,400.00	0.00	1,027.50	0.00	372.50
203-510-5400-00	OFFICE SUPPLIES AND MATERIALS	600.00	600.00	0.00	134.83	150.00	315.17
203-510-5410-00	OPERATION AND MAINTENANCE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
203-510-5500-00	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		3,000.00	3,000.00	0.00	1,162.33	150.00	1,687.67
Fund 203 - COURT TECH FUND B:							
TOTAL REVENUES		7,500.00	7,500.00	514.00	5,099.00	0.00	2,401.00
TOTAL EXPENDITURES		3,000.00	3,000.00	0.00	1,162.33	150.00	1,687.67
NET OF REVENUES & EXPENDITURES		4,500.00	4,500.00	514.00	3,936.67	(150.00)	713.33
BEG. FUND BALANCE		15,442.66	15,442.66		15,442.66		
END FUND BALANCE		19,942.66	19,942.66		19,379.33		
Fund 204 - PERMISSIVE TAX							
Revenues							
204-000-4324-00	PERMISSIVE AUTO LICENSE TAX	65,000.00	65,000.00	4,822.50	64,387.78	0.00	612.22
TOTAL REVENUES		65,000.00	65,000.00	4,822.50	64,387.78	0.00	612.22
Expenditures							
204-603-5320-00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
204-603-5340-00	OTHER CONTRACT SERVICES	8,000.00	9,000.00	0.00	2,774.21	1,000.00	5,225.79

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 206 - FEMA GRANT							
Fund 206 - FEMA GRANT:							
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	BEG. FUND BALANCE						
	END FUND BALANCE						
Fund 207 - BWC GRANT							
Revenues							
207-000-4340-00	STATE GRANTS	0.00	0.00	0.00	(129.00)	0.00	129.00
207-000-4340-01	STATE GRANTS - SAFETY	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL REVENUES	0.00	0.00	0.00	(129.00)	0.00	129.00
Expenditures							
207-521-5320-00	PROFESSIONAL SERVICES	0.00	763.75	0.00	600.00	0.00	163.75
207-530-5500-01	CAPITAL OUTLAY - GRANT	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	763.75	0.00	600.00	0.00	163.75
Fund 207 - BWC GRANT:							
	TOTAL REVENUES	0.00	0.00	0.00	(129.00)	0.00	129.00
	TOTAL EXPENDITURES	0.00	763.75	0.00	600.00	0.00	163.75
	NET OF REVENUES & EXPENDITURES	0.00	(763.75)	0.00	(729.00)	0.00	(34.75)
	BEG. FUND BALANCE	763.75	763.75		763.75		
	END FUND BALANCE	763.75			34.75		
Fund 208 - INTERURBAN PROJECT FUND							
Revenues							
208-000-4820-00	DONATIONS/CONTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
Expenditures							
208-600-5340-00	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
208-600-5500-00	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
Fund 208 - INTERURBAN PROJECT FUND:							
	TOTAL REVENUES	0.00	0.00	0.00	0.00	0.00	0.00
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	BEG. FUND BALANCE	872.25	872.25		872.25		
	END FUND BALANCE	872.25	872.25		872.25		
Fund 209 - DILEY ROAD PITIE FUND							

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 209 - DILEY ROAD PITIE FUND							
Revenues							
209-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	200,000.00	200,000.00	0.00	207,346.65	0.00	(7,346.65)
TOTAL REVENUES		200,000.00	200,000.00	0.00	207,346.65	0.00	(7,346.65)
Expenditures							
209-570-5323-00	COUNTY AUDITOR/TREASURER FEES	4,500.00	4,500.00	0.00	2,704.20	0.00	1,795.80
TOTAL EXPENDITURES		4,500.00	4,500.00	0.00	2,704.20	0.00	1,795.80
Fund 209 - DILEY ROAD PITIE FUND:							
TOTAL REVENUES		200,000.00	200,000.00	0.00	207,346.65	0.00	(7,346.65)
TOTAL EXPENDITURES		4,500.00	4,500.00	0.00	2,704.20	0.00	1,795.80
NET OF REVENUES & EXPENDITURES		195,500.00	195,500.00	0.00	204,642.45	0.00	(9,142.45)
BEG. FUND BALANCE		1,332,059.20	1,332,059.20		1,332,059.20		
END FUND BALANCE		1,527,559.20	1,527,559.20		1,536,701.65		
Fund 210 - GENDER ROAD TIF							
Revenues							
210-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	250,000.00	250,000.00	0.00	230,211.05	0.00	19,788.95
210-000-4910-00	ADVANCE IN	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		250,000.00	250,000.00	0.00	230,211.05	0.00	19,788.95
Expenditures							
210-570-5323-00	COUNTY AUDITOR/TREASURER FEES	4,000.00	4,000.00	0.00	2,912.33	0.00	1,087.67
210-570-5410-00	OPERATION AND MAINTENANCE	40,000.00	40,000.00	0.00	40,000.00	0.00	0.00
210-570-5500-00	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
210-570-5800-00	ADVANCES OUT	40,000.00	40,000.00	40,000.00	40,000.00	0.00	0.00
TOTAL EXPENDITURES		84,000.00	84,000.00	40,000.00	82,912.33	0.00	1,087.67
Fund 210 - GENDER ROAD TIF:							
TOTAL REVENUES		250,000.00	250,000.00	0.00	230,211.05	0.00	19,788.95
TOTAL EXPENDITURES		84,000.00	84,000.00	40,000.00	82,912.33	0.00	1,087.67
NET OF REVENUES & EXPENDITURES		166,000.00	166,000.00	(40,000.00)	147,298.72	0.00	18,701.28
BEG. FUND BALANCE		189,590.91	189,590.91		189,590.91		
END FUND BALANCE		355,590.91	355,590.91		336,889.63		
Fund 211 - CEMETERY FUND							
Revenues							
211-000-4540-00	CEMETERY FEES	0.00	0.00	0.00	0.00	0.00	0.00
211-000-4541-00	PERPETUAL CARE	2,500.00	2,500.00	0.00	1,660.00	0.00	840.00
211-000-4900-00	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00
211-000-4910-00	ADVANCE IN	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		2,500.00	2,500.00	0.00	1,660.00	0.00	840.00

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 211 - CEMETERY FUND							
Expenditures							
211-202-5320-00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
211-202-5410-00	OPERATION AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
211-202-5700-00	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00
211-202-5800-00	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 211 - CEMETERY FUND:							
TOTAL REVENUES		2,500.00	2,500.00	0.00	1,660.00	0.00	840.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		2,500.00	2,500.00	0.00	1,660.00	0.00	840.00
BEG. FUND BALANCE		14,061.71	14,061.71		14,061.71		
END FUND BALANCE		16,561.71	16,561.71		15,721.71		
Fund 212 - MCGILL PARK FUND							
Revenues							
212-000-4820-00	DONATIONS/CONTRIBUTIONS	50,000.00	50,000.00	0.00	57,510.00	0.00	(7,510.00)
TOTAL REVENUES		50,000.00	50,000.00	0.00	57,510.00	0.00	(7,510.00)
Fund 212 - MCGILL PARK FUND:							
TOTAL REVENUES		50,000.00	50,000.00	0.00	57,510.00	0.00	(7,510.00)
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		50,000.00	50,000.00	0.00	57,510.00	0.00	(7,510.00)
BEG. FUND BALANCE		105,000.00	105,000.00		105,000.00		
END FUND BALANCE		155,000.00	155,000.00		162,510.00		
Fund 213 - GREENGATE DR TIF							
Revenues							
213-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	0.00	0.00	0.00	28,789.16	0.00	(28,789.16)
TOTAL REVENUES		0.00	0.00	0.00	28,789.16	0.00	(28,789.16)
Expenditures							
213-570-5323-00	COUNTY AUDITOR/TREASURER FEES	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 213 - GREENGATE DR TIF:							
TOTAL REVENUES		0.00	0.00	0.00	28,789.16	0.00	(28,789.16)
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	28,789.16	0.00	(28,789.16)
BEG. FUND BALANCE							
END FUND BALANCE					28,789.16		
Fund 300 - GENERAL OBLIGATION BONDS							

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 300 - GENERAL OBLIGATION BONDS							
Revenues							
300-000-4830-00	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
300-000-4831-00	NOTE PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
300-000-4832-00	PREMIUM AND INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
300-000-4900-00	TRANSFER IN	1,059,250.00	1,059,250.00	0.00	1,059,250.00	0.00	0.00
TOTAL REVENUES		1,059,250.00	1,059,250.00	0.00	1,059,250.00	0.00	0.00
Expenditures							
300-571-5600-00	DEBT PRINCIPAL	944,500.00	944,500.00	155,000.00	943,890.22	0.00	609.78
300-571-5610-00	DEBT INTEREST	114,750.00	114,750.00	0.00	113,828.32	0.00	921.68
300-571-5620-00	PAYMENT TO ESCROW	0.00	0.00	0.00	0.00	0.00	0.00
300-571-5630-00	BOND ISSUANCE COSTS	0.00	0.00	0.00	0.00	0.00	0.00
300-571-5640-00	DISCOUNT ON DEBT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		1,059,250.00	1,059,250.00	155,000.00	1,057,718.54	0.00	1,531.46
Fund 300 - GENERAL OBLIGATION BONDS:							
TOTAL REVENUES		1,059,250.00	1,059,250.00	0.00	1,059,250.00	0.00	0.00
TOTAL EXPENDITURES		1,059,250.00	1,059,250.00	155,000.00	1,057,718.54	0.00	1,531.46
NET OF REVENUES & EXPENDITURES		0.00	0.00	(155,000.00)	1,531.46	0.00	(1,531.46)
BEG. FUND BALANCE		57,036.24	57,036.24		57,036.24		
END FUND BALANCE		57,036.24	57,036.24		58,567.70		
Fund 400 - CAPITAL IMPROVEMENTS							
Revenues							
400-000-4830-00	BOND PROCEEDS	0.00	0.00	0.00	0.00	0.00	0.00
400-000-4950-00	ADVANCES	0.00	0.00	0.00	0.00	0.00	0.00
400-700-4700-00	INTEREST	500.00	500.00	39.69	452.20	0.00	47.80
TOTAL REVENUES		500.00	500.00	39.69	452.20	0.00	47.80
Expenditures							
400-700-5500-00	CAPITAL OUTLAY	180,000.00	176,274.28	0.00	24,985.32	4,350.00	146,938.96
400-700-5700-00	TRANSFER OUT	0.00	0.00	0.00	0.00	0.00	0.00
400-700-5800-00	ADVANCES OUT	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		180,000.00	176,274.28	0.00	24,985.32	4,350.00	146,938.96
Fund 400 - CAPITAL IMPROVEMENTS:							
TOTAL REVENUES		500.00	500.00	39.69	452.20	0.00	47.80
TOTAL EXPENDITURES		180,000.00	176,274.28	0.00	24,985.32	4,350.00	146,938.96
NET OF REVENUES & EXPENDITURES		(179,500.00)	(175,774.28)	39.69	(24,533.12)	(4,350.00)	(146,891.16)
BEG. FUND BALANCE		175,774.28	175,774.28		175,774.28		
END FUND BALANCE		(3,725.72)			151,241.16		
Fund 401 - ISSUE 2 / CDBG GRANTS							
Revenues							
401-000-4324-01	COUNTY PERMISSIVE REIMBURSEMENT	0.00	0.00	0.00	200,000.00	0.00	(200,000.00)

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 500 - WATER Revenues							
TOTAL REVENUES		1,553,750.00	1,553,750.00	220,385.72	1,683,689.96	0.00	(129,939.96)
Expenditures							
500-800-5100-00	REGULAR SALARIES	310,000.00	312,600.00	26,039.43	312,409.90	0.00	190.10
500-800-5110-00	OVERTIME SALARIES	12,700.00	10,100.00	984.76	6,189.69	0.00	3,910.31
500-800-5200-00	PERS	44,000.00	44,000.00	3,750.82	43,395.12	0.00	604.88
500-800-5210-00	MEDICARE	4,700.00	4,700.00	397.08	4,634.70	0.00	65.30
500-800-5220-00	WORKERS' COMPENSATION	5,600.00	5,600.00	4,789.77	603.57	0.00	4,996.43
500-800-5230-00	INSURANCE PREMIUMS	115,000.00	115,000.00	4,820.57	92,975.33	0.00	22,024.67
500-800-5240-00	TRAVEL/TRANSPORTATION	200.00	200.00	0.00	0.00	0.00	200.00
500-800-5250-00	UNIFORMS/LICENSES	2,375.00	2,397.50	360.30	1,872.80	0.00	524.70
500-800-5320-00	PROFESSIONAL SERVICES	10,000.00	12,147.40	946.81	10,546.44	1,086.49	514.47
500-800-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	171.80	584.55	0.00	1,415.45
500-800-5326-00	BILL PRINTING/MAILING SERVICES	4,000.00	4,337.39	568.12	3,779.86	308.00	249.53
500-800-5330-00	INSURANCE/BONDING	14,000.00	14,000.00	0.00	12,126.74	0.00	1,873.26
500-800-5340-00	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
500-800-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	10,000.00	10,000.00	0.00	9,995.40	0.00	4.60
500-800-5348-00	STATE OPERATING FEES	5,000.00	5,000.00	4,933.32	4,933.32	0.00	66.68
500-800-5400-00	OFFICE SUPPLIES AND MATERIALS	8,000.00	8,055.00	0.00	3,623.74	0.00	4,431.26
500-800-5410-00	OPERATION AND MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
500-800-5500-00	CAPITAL OUTLAY	9,000.00	9,000.00	3,891.21	3,891.21	0.00	5,108.79
500-800-5600-00	DEBT PRINCIPAL	184,500.00	184,500.00	0.00	184,285.57	0.00	214.43
500-800-5601-00	LEASE PRINCIPAL	3,350.00	3,350.00	1,650.29	3,290.69	0.00	59.31
500-800-5610-00	DEBT INTEREST	50,000.00	50,000.00	0.00	49,744.35	0.00	255.65
500-800-5611-00	LEASE INTEREST	75.00	75.00	20.93	62.20	0.00	12.80
500-800-5701-00	TRANSFER TO RATE STABILIZATION FUND	0.00	0.00	0.00	0.00	0.00	0.00
500-801-5340-00	OTHER CONTRACT SERVICES	12,500.00	12,500.00	307.00	4,487.25	1,425.00	6,587.75
500-801-5410-00	OPERATION AND MAINTENANCE	30,000.00	31,648.93	2,192.18	18,727.21	1,860.34	11,061.38
500-801-5410-01	CHEMICALS	280,000.00	305,791.43	10,503.35	286,095.85	17,856.90	1,838.68
500-801-5500-00	CAPITAL OUTLAY	75,000.00	81,505.00	3,519.47	8,879.03	6,500.00	66,125.97
500-802-5300-00	UTILITIES	95,000.00	103,156.53	7,349.76	85,556.09	8,549.52	9,050.92
500-802-5320-00	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
500-802-5340-00	OTHER CONTRACT SERVICES	20,000.00	77,765.75	267.76	13,970.44	2,000.00	61,795.31
500-802-5347-00	PAYMENT TO POLITICAL SUBDIVISION	125,000.00	132,759.32	9,986.89	122,025.54	10,733.78	0.00
500-802-5352-00	GIS	9,000.00	9,000.00	0.00	261.51	0.00	8,738.49
500-802-5410-00	OPERATION AND MAINTENANCE	30,000.00	30,773.50	6,975.51	17,017.48	194.67	13,561.35
500-802-5411-00	FUEL	5,500.00	8,011.38	501.90	4,998.68	1,381.80	1,630.90
500-802-5420-00	FLEET OPERATION AND MAINTENANCE	2,000.00	2,135.00	34.32	1,349.36	0.00	785.64
500-802-5500-00	CAPITAL OUTLAY	110,000.00	135,750.00	1,360.00	121,943.00	0.00	13,807.00
TOTAL EXPENDITURES		1,588,500.00	1,727,859.13	96,323.35	1,434,256.62	51,896.50	241,706.01
Fund 500 - WATER:							
TOTAL REVENUES		1,553,750.00	1,553,750.00	220,385.72	1,683,689.96	0.00	(129,939.96)
TOTAL EXPENDITURES		1,588,500.00	1,727,859.13	96,323.35	1,434,256.62	51,896.50	241,706.01
NET OF REVENUES & EXPENDITURES		(34,750.00)	(174,109.13)	124,062.37	249,433.34	(51,896.50)	(371,645.97)
BEG. FUND BALANCE		1,458,287.12	1,458,287.12		1,458,287.12		
END FUND BALANCE		1,423,537.12	1,284,177.99		1,707,720.46		
Fund 501 - WATER CONNECTIONS Revenues							

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 510 - SEWER Revenues							
TOTAL REVENUES		1,775,750.00	1,775,750.00	307,764.10	2,265,611.08	0.00	(489,861.08)
Expenditures							
510-810-5100-00	REGULAR SALARIES	307,500.00	307,500.00	25,273.96	306,761.82	0.00	738.18
510-810-5110-00	OVERTIME SALARIES	13,500.00	13,500.00	623.00	9,353.11	0.00	4,146.89
510-810-5200-00	PERS	43,000.00	43,000.00	3,586.78	42,591.82	0.00	408.18
510-810-5210-00	MEDICARE	4,700.00	4,700.00	372.63	4,509.55	0.00	190.45
510-810-5220-00	WORKERS' COMPENSATION	5,600.00	5,600.00	4,729.20	320.96	0.00	5,279.04
510-810-5230-00	INSURANCE PREMIUMS	136,000.00	136,000.00	10,591.02	125,752.58	0.00	10,247.42
510-810-5240-00	TRAVEL/TRANSPORTATION	0.00	0.00	0.00	0.00	0.00	0.00
510-810-5250-00	UNIFORMS/LICENSES	2,375.00	2,382.50	364.00	1,961.50	0.00	421.00
510-810-5320-00	PROFESSIONAL SERVICES	10,000.00	12,147.40	946.81	10,546.44	1,086.49	514.47
510-810-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	0.00	520.00	200.00	1,280.00
510-810-5326-00	BILL PRINTING/MAILING SERVICES	4,000.00	4,337.39	568.12	3,779.86	308.00	249.53
510-810-5330-00	INSURANCE/BONDING	14,000.00	14,000.00	0.00	12,126.74	0.00	1,873.26
510-810-5340-00	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
510-810-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	10,000.00	10,000.00	0.00	9,992.39	0.00	7.61
510-810-5348-00	STATE OPERATING FEES	8,000.00	8,000.00	0.00	6,285.78	0.00	1,714.22
510-810-5349-00	MISCELLANEOUS CONTRACT SERVICES	5,500.00	5,500.00	365.00	5,495.00	0.00	5.00
510-810-5400-00	OFFICE SUPPLIES AND MATERIALS	8,000.00	8,055.00	0.00	2,741.35	0.00	5,313.65
510-810-5410-00	OPERATION AND MAINTENANCE	2,000.00	2,700.00	0.00	0.00	0.00	2,700.00
510-810-5500-00	CAPITAL OUTLAY	8,500.00	9,605.00	1,470.92	1,470.92	0.00	8,134.08
510-810-5600-00	DEBT PRINCIPAL	356,500.00	356,500.00	295,000.00	356,497.52	0.00	2.48
510-810-5601-00	LEASE PRINCIPAL	2,250.00	2,250.00	1,100.19	2,193.79	0.00	56.21
510-810-5610-00	DEBT INTEREST	65,250.00	65,250.00	23,971.75	65,209.98	0.00	40.02
510-810-5611-00	LEASE INTEREST	50.00	50.00	13.96	41.47	0.00	8.53
510-810-5620-00	PAYMENT TO ESCROW	0.00	0.00	0.00	0.00	0.00	0.00
510-810-5630-00	BOND ISSUANCE COSTS	0.00	0.00	0.00	0.00	0.00	0.00
510-810-5701-00	TRANSFER TO RATE STABILIZATION FUND	0.00	0.00	0.00	0.00	0.00	0.00
510-811-5300-00	UTILITIES	190,000.00	220,662.44	15,933.66	199,386.64	17,639.57	3,636.23
510-811-5310-00	COMMUNICATIONS/PRINTING/ADVERTISING	5,000.00	3,590.94	232.14	2,824.74	497.74	268.46
510-811-5320-00	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	222.00	135.00	4,643.00
510-811-5340-00	OTHER CONTRACT SERVICES	0.00	0.00	0.00	0.00	0.00	0.00
510-811-5346-00	SLUDGE REMOVAL	130,000.00	161,600.00	18,531.23	141,995.55	3,000.00	16,604.45
510-811-5349-00	MISCELLANEOUS CONTRACT SERVICES	35,000.00	36,796.45	1,208.63	30,557.15	2,082.00	4,157.30
510-811-5410-00	OPERATION AND MAINTENANCE	25,000.00	29,294.88	1,801.14	22,811.43	2,062.00	4,421.45
510-811-5411-00	FUEL	7,000.00	9,098.53	601.93	5,238.85	1,076.65	2,783.03
510-811-5420-00	FLEET OPERATION AND MAINTENANCE	2,000.00	2,000.00	137.17	1,110.49	0.00	889.51
510-811-5500-00	CAPITAL OUTLAY	135,925.00	145,645.00	4,177.50	91,595.14	4,650.00	49,399.86
510-812-5320-00	PROFESSIONAL SERVICES	0.00	2,000.00	0.00	2,000.00	0.00	0.00
510-812-5340-00	OTHER CONTRACT SERVICES	50,000.00	57,455.54	801.68	55,459.53	0.00	1,996.01
510-812-5352-00	GIS	9,000.00	9,000.00	0.00	261.51	0.00	8,738.49
510-812-5410-00	OPERATION AND MAINTENANCE	100,000.00	114,874.75	15,959.21	88,176.39	11,515.54	15,182.82
510-812-5500-00	CAPITAL OUTLAY	100,000.00	125,750.00	297.98	111,199.24	0.00	14,550.76
TOTAL EXPENDITURES		1,802,650.00	1,935,845.82	428,659.61	1,720,991.24	44,252.99	170,601.59
Fund 510 - SEWER:							
TOTAL REVENUES		1,775,750.00	1,775,750.00	307,764.10	2,265,611.08	0.00	(489,861.08)
TOTAL EXPENDITURES		1,802,650.00	1,935,845.82	428,659.61	1,720,991.24	44,252.99	170,601.59
NET OF REVENUES & EXPENDITURES		(26,900.00)	(160,095.82)	(120,895.51)	544,619.84	(44,252.99)	(660,462.67)
BEG. FUND BALANCE		1,972,146.29	1,972,146.29		1,972,146.29		

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 510 - SEWER							
END FUND BALANCE		1,945,246.29	1,812,050.47		2,516,766.13		
Fund 511 - SEWER CONNECTIONS							
Revenues							
511-000-4531-00	CAPACITY FEES	500,000.00	500,000.00	258,773.67	1,190,631.80	0.00	(690,631.80)
511-000-4810-00	MISCELLANEOUS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		500,000.00	500,000.00	258,773.67	1,190,631.80	0.00	(690,631.80)
Expenditures							
511-810-5600-00	DEBT PRINCIPAL	0.00	0.00	0.00	0.00	0.00	0.00
511-810-5610-00	DEBT INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
511-813-5320-00	PROFESSIONAL SERVICES	25,000.00	135,000.00	11,142.09	28,145.21	79,665.55	27,189.24
511-813-5340-00	OTHER CONTRACT SERVICES	325,000.00	286,000.00	0.00	91,304.00	0.00	194,696.00
511-813-5500-00	CAPITAL OUTLAY	150,000.00	193,363.40	1,700.00	101,626.00	20,205.05	71,532.35
511-813-5701-00	TRANSFER TO RATE STABILIZATION FUND	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		500,000.00	614,363.40	12,842.09	221,075.21	99,870.60	293,417.59
Fund 511 - SEWER CONNECTIONS:							
TOTAL REVENUES		500,000.00	500,000.00	258,773.67	1,190,631.80	0.00	(690,631.80)
TOTAL EXPENDITURES		500,000.00	614,363.40	12,842.09	221,075.21	99,870.60	293,417.59
NET OF REVENUES & EXPENDITURES		0.00	(114,363.40)	245,931.58	969,556.59	(99,870.60)	(984,049.39)
BEG. FUND BALANCE		3,518,363.76	3,518,363.76		3,518,363.76		
END FUND BALANCE		3,518,363.76	3,404,000.36		4,487,920.35		
Fund 512 - SEWER RATE STABILITY FUND							
Revenues							
512-000-4900-00	TRANSFER IN	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
Expenditures							
512-810-5500-00	CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 512 - SEWER RATE STABILITY FUND:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		1,000,000.00	1,000,000.00		1,000,000.00		
END FUND BALANCE		1,000,000.00	1,000,000.00		1,000,000.00		
Fund 520 - STORM WATER FUND							
Revenues							
520-000-4440-00	STORM WATER SPECIAL ASSESSMENTS	50.00	50.00	0.00	0.00	0.00	50.00
520-000-4530-00	USER CHARGES	245,000.00	245,000.00	28,780.19	249,002.27	0.00	(4,002.27)
520-000-4622-01	NPDES INSPECTION FEE	3,000.00	3,000.00	19,200.00	25,200.00	0.00	(22,200.00)

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 900 - COURT AGENCY							
Expenditures							
900-510-9999-00	MAYOR'S COURT DISTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 900 - COURT AGENCY:							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
BEG. FUND BALANCE		385.00	385.00		385.00		
END FUND BALANCE		385.00	385.00		385.00		
Fund 901 - MEIJER-SPECIAL							
Revenues							
901-000-4700-00	INTEREST	1,000.00	1,000.00	3,229.95	3,229.95	0.00	(2,229.95)
TOTAL REVENUES		1,000.00	1,000.00	3,229.95	3,229.95	0.00	(2,229.95)
Expenditures							
901-570-9998-00	MEIJER AGENCY DISTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 901 - MEIJER-SPECIAL:							
TOTAL REVENUES		1,000.00	1,000.00	3,229.95	3,229.95	0.00	(2,229.95)
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		1,000.00	1,000.00	3,229.95	3,229.95	0.00	(2,229.95)
BEG. FUND BALANCE		137,835.06	137,835.06		137,835.06		
END FUND BALANCE		138,835.06	138,835.06		141,065.01		
Fund 902 - GREENGATE DR AGENCY FUND							
Revenues							
902-000-4700-00	INTEREST	2,500.00	2,500.00	9,358.14	9,358.14	0.00	(6,858.14)
902-000-4821-00	DEVELOPER CONTRIBUTIONS	0.00	0.00	0.00	91,309.26	0.00	(91,309.26)
TOTAL REVENUES		2,500.00	2,500.00	9,358.14	100,667.40	0.00	(98,167.40)
Expenditures							
902-570-9997-00	GREENGATE AGENCY DISTRIBUTIONS	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
Fund 902 - GREENGATE DR AGENCY FUND:							
TOTAL REVENUES		2,500.00	2,500.00	9,358.14	100,667.40	0.00	(98,167.40)
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		2,500.00	2,500.00	9,358.14	100,667.40	0.00	(98,167.40)

PERIOD ENDING 12/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 12/31/19	YTD BALANCE 12/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 902 - GREENGATE DR AGENCY FUND							
	BEG. FUND BALANCE	308,042.45	308,042.45		308,042.45		
	END FUND BALANCE	310,542.45	310,542.45		408,709.85		
	TOTAL REVENUES - ALL FUNDS	15,138,650.00	15,518,650.00	2,544,611.77	22,095,606.72	0.00	(6,576,956.72)
	TOTAL EXPENDITURES - ALL FUNDS	15,270,250.00	20,161,154.07	1,776,101.41	16,662,531.13	1,146,948.06	2,351,674.88
	NET OF REVENUES & EXPENDITURES	(131,600.00)	(4,642,504.07)	768,510.36	5,433,075.59	(1,146,948.06)	(8,928,631.60)
	BEG. FUND BALANCE - ALL FUNDS	21,792,511.53	21,792,511.53		21,792,511.53		
	END FUND BALANCE - ALL FUNDS	21,660,911.53	17,150,007.46		27,225,587.12		



COUNCIL UPDATE

January 17, 2020

Department of Public Service
Matthew C. Peoples, Director

Project Status:

2020 Street CIP: We have finalized the design of the 2020 Street CIP and will be going out to in February for legislation to be presented to Council at the first meeting in March.. The project includes work on W. Waterloo, Williamson, Hilliard, Saylor, and Hemmingford, pool parking lot expansion and the Tussing Ditch path, as well as general pavement work and the sidewalk program.

Gender Rd. Phase V: We received OPWC of the approximately \$1.2M project in the form of a \$250,000 grant and a \$750,000 loan. We will begin design work this summer for a spring 2021 construction. This project includes intersection improvements at Canal St. with new mast arm signals and a NB right turn lane to Canal St. and a NB turn lane at Winchester Blvd, along with some bike path relocations.

Gender Road Paving: We have received a more formal cost estimate for the project of \$361,066 and will be presenting legislation in February. Final costs will be based on actual bid costs and final quantities. As previously discussed, we will be requesting to fund this project with unappropriated funds through an appropriations amendment.

Gender Rd. Signal Synchronization Project: ODOT's consultant has collected timing information and inventoried equipment. A new timing model is expected to be submitted for review in January.

McGill Park: We have been approved the \$500,000 Land and Water Conservation Fund grant and the \$450,000 Clean Ohio Trail Fund grant. We are waiting for the Federal-State contract to be executed before we can proceed but are meeting with OHM to begin preliminary discussions on the scope.

Solid Waste Contract: We have submitted our requirements for SWACO's Consortium II and are awaiting final contracts for review. Additionally, Mayor Ebert & I have been meeting with Waste Management and will be continuing discussions for future service.

Westchester Park Improvements: Site contractor is complete with their portion of the project. The amenities contractor is awaiting delivery of equipment and shelter house.

Additionally, the fitness stations at Westchester Park is complete except a few locations need to be mulched.

Transportation Thoroughfare Plan:

WRF Generator Project: We met with Ohio EPA to review our application for the loan program. The project is preliminary estimated at \$350,000 and the loan is for as many as 20 years with an interest rate as low as 0.72% including a possible \$50,000 in principal forgiveness.

Groveport/Dye/Manor Waterline: We are beginning to look at the Groveport/Dye/Manor Waterline Replacement project. The lines in that area are from the fifties and seventies and recent break, along with some drainage and pavement issues, has increased its priority. The cost will likely be above \$1M so we are looking into the possibility of either an OPWC application or OEPA loans.

Storm Sewer Replacement: Contractor has completed site clearing on the project and the pipe replacement installation has been delayed by contractor.

Northpointe Utilities Extension: Bird & Bull is finalizing the design of the Northpointe Utilities extensions. The project is being paid for out of water and sanitary funds and be paid back by the Gender Rd. TIF funds.

Trail Lighting: Bill Sims and I met with South Central Power to get quotes on installing pole lighting along the Groveport bike path from Hanners Park west to the end of the trail.