



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

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

To access the September 8, 2020 meeting, click the following link.

<https://attendee.gotowebinar.com/register/3546353118963689229>

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

The public is invited to attend the meeting by visiting the Community Center (22 S. Trine St.) where you will be able to watch the meeting and give public comments during the meeting. There is a five-minute per person limit for public comments. No public comments will be taken from those joining the meeting virtually. In lieu of attending in person, per the direction of Ohio Attorney General Dave Yost and the Ohio Public Meetings Act, written public comments may be accepted prior to a council meeting. Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting. To submit a comment to City Council click the link below.

[Submit a Comment](#)

# Canal Winchester

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



## Meeting Agenda

**September 8, 2020**

**7:00 PM**

### City Council

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

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

|                                  |  |
|----------------------------------|--|
| <a href="#"><u>MIN-20-34</u></a> | June 29, 2020 Committee of the Whole Minutes ( <a href="#"><u>COW Minutes</u></a> )      |
| <a href="#"><u>MIN-20-35</u></a> | August 17, 2020 Work Session Minutes ( <a href="#"><u>WS Minutes</u></a> )               |
| <a href="#"><u>MIN-20-36</u></a> | August 17, 2020 City Council Minutes ( <a href="#"><u>Council Minutes</u></a> )          |
| <a href="#"><u>MIN-20-37</u></a> | August 31, 2020 Public Meeting Minutes ( <a href="#"><u>Public Meeting Minutes</u></a> ) |
| <a href="#"><u>MIN-20-38</u></a> | August 31, 2020 Committee of the Whole Minutes ( <a href="#"><u>COW Minutes</u></a> )    |

E. Communications & Petitions

|                               |  |
|-------------------------------|--|
| <a href="#"><u>20-181</u></a> | August 26, 2020 Northeast Ohio Natural Gas Letter ( <a href="#"><u>Letter</u></a> )          |
| <a href="#"><u>20-182</u></a> | August 31, 2020 J. Acklin Public Comment Submission ( <a href="#"><u>Comment Form</u></a> )  |
| <a href="#"><u>20-183</u></a> | August 31, 2020 K. French Public Comment Submission ( <a href="#"><u>Comment Form</u></a> )  |
| <a href="#"><u>20-185</u></a> | Prostate Cancer Awareness Month Proclamation ( <a href="#"><u>Proclamation</u></a> )         |
| <a href="#"><u>20-186</u></a> | Childhood Cancer Awareness Month Proclamation ( <a href="#"><u>Proclamation</u></a> )        |
| <a href="#"><u>20-189</u></a> | Constitution Week Proclamation ( <a href="#"><u>Proclamation</u></a> )                       |
| <a href="#"><u>20-194</u></a> | Madison Township Police Dept August 2020 Statistics ( <a href="#"><u>MTPD Aug 2020</u></a> ) |

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

G. RESOLUTIONS

|   |   |
|---|---|
| <a href="#"><u>RES-20-006</u></a><br><i>Finance</i> | A Resolution Accepting The Amounts And Rates As Determined By The Budget Commission And Authorizing The Necessary Tax Levies And Certifying Them To The County Auditor ( <a href="#"><u>Resolution</u></a> )<br><i>- Adoption</i> |
|---|---|

H. ORDINANCES

*Tabled*

|  |   |
|--|---|
| <a href="#"><u>ORD-20-033</u></a><br><i>Development</i><br><i>Sponsor: Bennett</i> | An Ordinance Approving the Final Development Plan for the Greengate Residential Development ( <a href="#"><u>Ordinance, Exhibit A</u></a> )<br><i>- Tabled at Third Reading</i> |
|--|---|

*Third Reading* - NONE

*Second Reading*

[ORD-20-036](#)

Development  
Sponsor: Bennett

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

**First Reading**

[ORD-20-038](#)

Finance

An Ordinance Approving The Editing And Inclusion Of Certain Ordinances As Parts Of The Various Component Codes Of The Codified Ordinances Of Canal Winchester, Ohio, And Declaring An Emergency ([Ordinance](#))  
- Request waiver of second and/or third reading and adoption

[ORD-20-039](#)

Development

An Ordinance Authorizing The Mayor To Enter Into A Clean Ohio Trail Fund Program State/Local Grant Agreement With The Ohio Department Of Natural Resources For The Proposed McGill Park Trail Connector And To Declare An Emergency ([Ordinance, Exhibit A](#))  
- Request waiver of second and/or third reading and adoption

[ORD-20-040](#)

Development

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

[ORD-20-041](#)

Development

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

[ORD-20-042](#)

Development

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

**I. Reports**

Mayor's Report

[20-192](#)

[Mayor's Report](#)

[20-184](#)

[August 2020 Mayor's Court Report](#)

Fairfield County Sheriff

Law Director

Finance Director

[20-187](#)

[Finance Report](#)

[20-195](#)[August 2020 Financial Statements](#)*Public Service Director*[20-190](#)[Public Service Project Updates](#)[20-191](#)[Construction Services Report](#)*Development Director*[20-193](#)[Development Report](#)**J. Council Reports***Work Session/Council - Monday, September 21, 2020 at 6:00 p.m.**Work Session/Council - Monday, October 5, 2020 at 6:00 p.m.**CW Human Services - Mr. Milliken**CWICC - Mr. Clark**CWJRD - Mr. Bennett/Mrs. Amos**Destination: Canal Winchester - Mr. Walker***K. Old/New Business****L. Adjourn to Executive Session (if necessary)****M. Adjournment**

# Canal Winchester

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



## Meeting Minutes - DRAFT

June 29, 2020

6:00 PM

### City Council

*Mike Coolman - Vice President*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Patrick Lynch*

*Chuck Milliken*

*Mike Walker*

**A. Call To Order**

*Coolman called the meeting to order at 7:25 p.m.*

**B. Roll Call**

*Present 6 – Amos, Bennett, Clark, Coolman, Lynch, Milliken  
Absent 1 – Walker*

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

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

**C. Also In Attendance**

*Mayor Ebert, Matt Peoples, Lucas Haire*

**D. Items for Discussion****20-091****Downtown Parking Issues**

*Coolman said when we previously talked about these issues we talked about folks being dropped off at restaurants close to traffic. We have a fair amount of elderly people with walking difficulty and a fair amount of people trying to access restaurants and stores, so, it is the reason we are bringing this up.*

*Lynch said what we are looking to do here is create temporary parking for the purpose of allowing people to be dropped off and also for carry-out food orders to be picked up at restaurants. This is a huge business for restaurants right now with COVID going on. How can we create spots for temporary parking and how do we police it, as well. My thought was to create two parking spots in front of Shaws that would create carry-out parking also for Shades and Fantasy Cupcake. Two in front of Wigwam because we have a lot of elderly going to Wigwam and sometimes people stop in front of the restaurant to let someone out and it backs up traffic and is dangerous so my thought is for them to have a spot to pull over and legally park and that can also benefit the Barrell and Boar. I think another spot in front of Harvest Moon and another one in front of Romans. Each of these can be designated from 12 noon to nine at night, seven days a week, however we want to do this. This is just my idea for these locations. Amos said I totally agree, super hard to police, but, I think it is something that would be beneficial. We are in walking distance, but I see cars circling for parking spots and stopping behind cars, but I agree I think it would help the residents who go down there. I think we should do more of a ten to seven or ten to eight timeframe because that would include the lunch crowd, too. We have had past complaints about the employees of the businesses using these parking spaces in front and that is hard, because I don't know if we can force them not to park there so, I am not sure how to overcome that part of the holdup.*

*Coolman said I think that is where the foundation of this discussion came from is that some of our businesses down here are not quite as neighborly as others. We have heard about the employees taking up the parking spots along the streets and it isn't just any one business it is a number of them. We also need to take into consideration the times for the parking spots for example the Wigwam is only open until two but later on Sundays. So, we need to think about how to word that or the hours of 8:00 a.m. to 6:00 p.m. as things we need to consider. Looking at the idea of two in front of Shaws and two in front of Wigwam I think we already have a parking situation and I was thinking about one in front of the street light in front of Chase Bank and it could be*

*used by the two restaurants. If you put one right at the corner in front of the barber shop cars come around that turn and may not expect to see somebody trying to park and get in and out right there, but the one in front of Chase is right between Wigwam and Barrel and Boar. Lynch said you are correct here, if we did*

*just one in front of Wigwam, Barrel and Boar has parking directly behind their facility so they can do temporary pickups or drop offs back there. Coolman said and considering Wigwam is only open until 2:00 p.m. it would be used for Barrel and Boar, too. Milliken commented about the parking behind Barrel and Boar; he said if you create ten-minute parking space on High Street you are creating more people coming in and out and possible traffic accidents. Coolman said the time limit is a factor when you have a van with someone in a wheel chair who is loading or unloading, but from my observation you need about three to five minutes to drop someone off. Lynch said in that stretch by Shades there are already two handicap parking spots, so the handicap spots are covered. Coolman said but what if you just want to drop someone off in front of Shades or Wigwam. Lynch said I don't think someone who is wanting to drop off would be looking for a handicap spot; the temporary spots would be for dropping off additional people and to facilitate a quick in and out business needed for some shops.*

*Amos said these spots would not have space to accommodate handicap drop off, especially for wheel chairs due to the width of space in the pull in spots on High Street but maybe the spots that exit out to sidewalk; pull in spots would not allow for any kind of accessibility. Lynch said these would be good for person who can get out and walk to curb or sidewalk but not walk a long distance from farther away parking lots. Amos said with the current restrictions we have seen more pick up and drop off all over and more returning to the restaurants but we just don't have a strong sense of that in place down here; and a lot of places are using the delivery services like Door Dash and you can order food and have it delivered and so safety wise for those guys they are in a hurry to get in and get out and if we offer them an opportunity to get in safely and get out safely it benefits our residents as well. Coolman said a lot of restaurants are using that and Uber Eats and my concern with getting in and out and based on the time of day you could be sitting there three or four minutes waiting hoping to not get rear ended while you are stopped. Clark said I have not heard from any of the restaurants; could we have Downtown or Destination or somebody do a poll or something to see who is in support of this, how many restaurants want this or not; how many stores want it or don't want it; try to get some understanding. Amos said she knows businesses are interested and they wanted to come to the last committee of the whole but it was canceled; they were in approval of whatever we could try to do to help them with this; I know of at least four residents and two stores that were interested in this before the shutdown. Coolman said it is not just the restaurants it is the retail stores, too, that benefit from this; the stores may have people who have made big purchases and need a loading area. Clark said but we need to know from the businesses and restaurants how they feel and if a spot is taken by a store how does that affect a restaurant. Bennett said when we had our first conversation with council Mr. Shaw who came in and is really leading the charge on this, I have had several conversations with him, just looking for that quick in and out for his business because those folks that are coming in are wanting to pick up or drop off jewelry repair so there are places that see a benefit and depending on the time of day and with the delivery of food has taken off and all the restaurant have at some point been dependent on those delivery orders. Amos said she learned downtown businesses have discussed this as a key problem and what do we do and I told them we were going to discuss it at the council committee of the whole and they were good with that restaurants and shop owners who were there.*

*Coolman said I can tell you that in 2019, not as a council member but as president of destination, Karen Stiles and I were invited and attended the board meeting of downtown merchants and what should we do about*

parking; they said wave your magic wand and give us parking. Mr. Shaw was there and he said his customers complain that people are parked in front my store and go to Shade and they are elderly and cannot park behind the building and walk that far. Lynch said he has talked to shop owners and they are very much in favor of this and would love to see it. Clark asked how many spots are you proposing; Lynch replied two in front of Shaws, one in front of Chase and one down by Romans. Clark asked Mr. Peoples about how this would work on his end; Peoples replied but could not hear.

Haire came to podium to speak; the current downtown area has 382 public parking spaces that includes all the street spaces and all the spaces in private areas. We have done a number of parking counts in the past few years and most recently we counted the first two weeks in March and stopped counting once COVID came up, but on average parking usage was 52% during the lunch hour with 52% of the spaces being utilized and that is typically when all of the shops are open. In the evenings, a majority of the shops are not open and so at peak utilization on south High Street there are 39 parking spaces and at the peak they were 87% utilized. You will find a three or four spots not used and those are generally the handicap spaces. I can tell you every downtown in America feels like they have a parking problem. Every business owner in every downtown across the country will tell you about a parking problem. What our numbers indicate is that there is not a parking problem. There may be an awareness problem and maybe a problem with folks not wanting to walk around the corner. On Columbus Street there are 62 parking spaces and they were never more than 15% utilized. So, those areas of Waterloo and Columbus Street are significantly under-utilized for public parking. So, to me it is more of an awareness campaign to directing people to parking rather than adding parking. There is also significant revenue associated with every space that is there for businesses, so, restricting five spaces is significant and the impact it would have to businesses, especially if those are restricted to fifteen minute parking. So, in fifteen minutes I can no longer dine in any establishment, I can't do anything that would take me longer than fifteen minutes, I can't get a hair cut at a salon, I can't go have a beer. When you start to restrict, we had a council member here previously who said we would be cutting into the success of businesses by restricting that number of spaces to fifteen minutes. So, that would be my major concern.

Bennett said I hear what you are saying with the statistics like this, so there are spaces that are not being utilized at all and if we create a few minimum and create the awareness about public parking; if I buy an item at Corner Smiths that is large and I need a place to load it; Haire said we have a loading space that we created last year; Bennett said the one loading space here in front of Harvest Moon; Haire said correct, that was specifically created to allow people to load large items, it is for use of all to drop off or load as needed; Bennett said I see how that works. Mayor said you have to keep in mind that within almost a year we will be down at the other building so anybody that comes to our building now will not be taking up those spaces on South High and that can be anywhere from five to ten cars a day. Haire said other communities have created temporary carry-out spaces for restaurants so, like in Worthington they have done three spaces in front of restaurants now for carry-out and pick-up only and that is just temporary during the COVID emergency; a lot of restaurants are doing curbside pick-up and bring it out to your car. Amos said speaking of temporary is this, since this is something that affects the bottom line and the businesses are the ones asking is making it temporary an option. Haire asked Peoples about his ability to change parking restrictions currently. Mayor said who is going to monitor, who is going to enforce this; Amos said I don't think we monitor it, we put out signs that say temporary parking and we see if it helps the businesses in any form we give it a trial period and if the businesses say it helps them then we give it a more permanent structure, but if nothing comes out of this and they still say it is not a solution then we come back to the drawing board again. Lynch said at least we try. Milliken said would it be too crazy to ask for a disability awareness for signs to get out to say and attach to current sign fixtures and let visitors to the area know where public parking is; Haire said we did that four years

ago there is one directing you to public parking behind Shade, there is one on Columbus Street, they are a universal blue P for parking; Milliken said he is talking more about a diagram of parking areas highlighted and it says you are here and you can see where to go for parking like something you would see at Easton Town Center to show you overall parking and direct you. Amos said I would like to give it a try to say to the business that we are making an effort to meet them half way and we are hearing what they say; what the cost to put in five temporary signs is. Peoples replied it would be about \$100 bucks a piece so in the grand scheme it is not that big of a deal; just as a note about the diagonal parking where you pull in, people do not pay any attention to the signs that are there now, and during festival times we have to go into Shade and get people to move cars so they are not towed, they simply do not pay attention to it. All of our signs now are on light posts so we don't have stand along signs and we would have to be specific to what we are proposing in that South High Street area to make it a little easier on a parallel parking spot. Coolman said where my office is at next to the current city administration building I can tell you we had plenty of parking spaces they had no trouble across the street or in front of our building or around the corner at the dugout curb spots so it's never been an issue for us at that end. I don't know as far as the time frame fifteen minutes to allow someone to temporarily park sends a different message and how do you enforce that and depending on the signage there and a person can say my food isn't ready yet and sits down a Shade for a beer do it would be difficult to really serve a temporary pick-up like it should. Lynch said there could be trouble with any designated parking whether it is handicap, the pro spots at Home Depot or the veteran spots at Kroger you will have people who will abuse it as human nature and I am not sure how you would police it, but it is a step in the right direction to provide fairness and I think the majority of people believe in the good in people and that most people will follow it and you are right there will be some and we can't police that. I don't want to not move forward with something just because a few people might not follow it; I agree with Ms. Amos let's do this temporarily and see if it works and if it doesn't we tried. Coolman said let's not forget we have a nice little project that is being built around the corner here and those first floor would be all retail; Lynch said they may want a spot in front of their place, too. Mayor asked how do we gage if it is working; Lynch replied I think the merchants in the area will let us know if it is working or not; Amos said I agree and on the issue of parking they came to us and if it continues they will come to us and let us know; in all of the conversations I have had with them I have said police enforcement is not an option I have been very clear on this; I know some of the businesses were upset at one point in time because the conversation was to have the businesses police it and that wasn't going to work but I think they understand having our police do it is not an option we just don't have the staff. Mayor said if someone comes into a store and says they are parked in a fifteen minute spot are you going to turn them away. Amos said we are hoping for a gentleman's agreement and hope they will honor it and if they don't we'll give them your phone number; Mayor said everybody else has it I am not afraid to give it out. Bennett said if I could how do you want to qualify this as a trial or start with a smaller trial size to gage the success. Amos said a question then is who would be the small sample. Milliken said maybe five is too many and maybe two is not enough. Peoples showed a map of downtown Canal Winchester on the screens to see parking locations. Amos said so there are two handicap spots between Shade and Corner Smiths, correct; People replied yes. Amos said she we can use the two in front of Shaws, so what if we did two in front of Shaws and one in front of Barrell and Boar; Coolman said I don't think we need two in front of Shaws. Lynch said I don't think we need one in front of Barrell and Boar because they have the option of parking behind their building; Amos said so considering it for the Wigwam in front of Chase; Coolman said but not that first spot because it can be a hazard for people turning from Waterloo; problem with people trying to parallel park in that first spot around the corner from Waterloo; and that spot would also serve the barber shop. So, looking at the other side of the street and the businesses we have there. Amos said a spot in between Fantasy and Leander. Coolman said I think we only need one there. Amos said so, Mr. Peoples the only pole is in front of Leander. Peoples said we'll have to replace signs with the arrows for two hour parking to make it work and try not to create confusion with arrows

going both ways. Mayor said Shade is doing pick-up out of the pine room; Lynch said that is temporary. Amos said to Peoples you are the one to make this happen, is there a way to have a sign say this spot only; Peoples said yes, we can figure something out. Coolman said Mr. Peoples do the signs have to point both directions or how can that be done; Peoples said in some no parking areas we have arrows and maybe one sign and an arrow going back towards Waterloo Street. Coolman said we'll make it work.

**20-092****Evaluate Fees and Use of City Owned Rental Spaces (Facility Rentals, CW Rates, 2019 Pool Rentals, 2019 Interurban Rentals, 2019 Community Center Rentals, 2019 Baseball Field Rentals)**

Amos said she prepared a small presentation and one thing to talk about is some of our non-profits are getting a better rental rate than our residents. Our rental rates are governed by Ordinance 16-46. This allows for three different classes of rentals, class one for non-profit organizations in city limits is \$25 an hour, class two is residents within corporation limits and non-profits outside corporation limits is \$50 hour, and class three is non-residents at \$80 an hour. Residents are capped to a seven hour time limit, and it allows the mayor to make exceptions to the ordinance such as Barrell and Boar has a discounted room rate for using the Interurban room, a discount for churches in the community center and for our blood drives. The different locations around Canal Winchester for rentals are the Guiler Park Shelter House for \$20 an hour, Howe Pond for \$20 an hour, James Kelley Preserve for \$20 an hour, Pfeifer Park for \$20 an hour, Stradley Place Pergola for \$20 an hour, Tennis courts 1-2-3 for \$20 hour each, Walnut Creek for \$20 hour and Westchester Park for \$20 hour. Bexley rents the Jeffrey Mansion for \$150 to \$250 hour for resident and non-resident. Obetz gives each household four hours free use of a city facility per year. I think we can do better for our residents in what we are offering; we could consider adding a deposit fee; how do we manage this so residents are not paying more than a non-profit organization. Also, how do we monitor and control use of the shelter house rentals. The question was asked of my how we can hold a town hall meeting at the community center but not allow a group of eight quilters to come in and use the room who would be separated around the room with tables. I could not justify it to her. Bennett said that is a public meeting that we are required to have. Amos said but were we required to have town hall and it could have been done online was her point. Bennett said that is why folks were there the way it was structured we were not able to facilitate it differently. Amos said we do have the capability on GoTo Meeting to open it up for somebody to talk and the ability is there. Peoples said the reason we did it that was the public hearing right before that was necessary beforehand and it was a good segway into it and then we needed to manage that technology to cover the public meeting and we left it open and did social distancing. Amos said I think it was very well run I am not arguing that. Mayor said this is all temporary, all of this is temporary right now, you don't get it that this is temporary, thank God and this will soon be over with, we have told you a thousand times this building is not conducive to what you want to do. Amos said I am just telling you that a resident; Mayor said tell the resident the building is not conducive to what we need to do and that problem we be resolved when we move into the other building. Amos said it is not that we held the meeting, that is not what she is saying, she was upset because we were deciding who could and who couldn't use the building and that was her point that she was upset about and there was no option to change anybody's mind. Bills Sims, from audience, said the uses there are said uses because of our space limitations at the community center during the day and there are no private groups meeting there. Amos said she asked if she could host these somewhere else like the library so I don't know where she was looking ultimately. Sims said I don't want it to sound like one group was being allowed and another wasn't. Amos the issue was we were using it ourselves and not allowing anyone else to use it. Sims said because of our limited space for here and our buildings I had strict instructions; Amos said I am not arguing that Bill. Let's talk about shelter house rentals; we have community coffee there and I was thinking about the weekend rentals and is anybody around to monitor these rentals on the weekend. If someone has rented the shelter house, and they show up on their

time, and someone else is there, are they allowed to kick out someone else. So, should we be renting shelter houses? Peoples said if someone wants it they have to reserve it and they have the right to be there because they reserved it. Amos said so, basically they have to police it themselves, my question was, and there is nobody to police it? Coolman said who enforces it. Peoples and Haire said the sheriff deputies that work every weekend. Mayor said we need to talk about reservations for shelter houses or wherever they are and we talked about having some kind of a sign system on each shelter house saying it is reserved for so and so at this day and time, and that would be the notice and no other notice would be given. Amos said that the question was about how to handle this and if you are saying we'll have a sign system that is good to solve the problem of who is occupying the shelter house and who is actually renting it at that time, like what do I do if I rent the shelter and I get there and there is a whole family doing a birthday party. So, if you had a sign on the shelter then person could say that is my name on the board for renting it right now. I have heard out at Slate Run they have park rangers and they have a rental list so they can run people out who are not supposed to be there. Peoples said the police are here for us on the weekend and if there was an issue they would give us a call. Mayor said Rising Park in Lancaster has two or three indoor shelters and they do what I just said on the door frame they put a sign with name or person or group who reserved with day and time. Amos said my questions to you all is how do we feel about our rates and can we do better for our residents? Coolman said you have spoken to multiple residents and I think some of those had no idea we had these places available to rent. I have spoken to a lot of residents on a daily basis it's my job to speak to them socially because on Saturday morning I see them and even residents who don't live near me seem to know where the train depot is. We at Destination: CW put together a kiddy treasurer hunt during the pandemic shut down and had a gift card for a family that could go around to points of interest in the community and talk about the history behind it and where it is located and it was amazing the amount of interest we got from that and a lot of people did know where the administrative building was they thought it was out on Gender Road, they had no idea. I think it is an awareness issue of these things and changing our rates and that we have these facilities available; and is lowering our rate going to increase our rentals, I don't necessarily agree with that. Amos the Interurban building is a stunning building, maybe not to have little kids in there, but it is a value to us to have that out there and I don't think people know it's there for public rental and are not seeking it. Milliken said I agree it is an awareness issue, whether it is the community center or the pergola at Stradley, it is knowing you can rent this space and awareness with newer residents who may not know they can do this. Lynch said I agree there is awareness and then there is parking; I think we can work on our rates, I don't think we need to charge as much to residents for some of these facilities, and if we charged less we may get more interest; these buildings are amenities to the community and the city and they are expenses to the city and we have to charge for these but minimize the fees for city amenities. Milliken said another thing I wanted to comment on was Groveport and Obetz has the free offering of use of a facility for residents and I think that would be great and knowing you could get that building for free once a year that is great. Amos said Obetz said it has increased their approval rating as a city because people now know they can go to the city to get resources, so they only get it twice a year for four hours per household and they said a good chunk of residents do use it. Bennett said the three classes and would there be a way to consolidate to two classes such as residents and non-residents; Amos said the majority of other cities I researched were resident or non-resident there was not a three class tier. Coolman said keep in mind there are a lot of communities like us that don't have the large number of non-profits that we have or special interest groups so I think that is where that category came from. Bennett said the reservation software could be part of this conversation and that was being upgraded and I don't know if that has come through yet; Peoples replied it is online but they are still doing training on it so it may not be usable yet, was going to unveil it for pool memberships but that didn't happen, the contract for the old one expired so working to get new, more user friendly software up and running. Bennett said far worse than the price was the process due to the software that was difficult to use, and hopefully this will make a better process, process was

far worse than the cost. Amos said I am asking council to consider some of these changes.

**20-093**DORA - Designated Outdoor Refreshment Area ([Presentation](#))

Lucas Haire: I am going to give a brief presentation about Designated Outdoor Refreshment Areas or DORA; basically the Designated Outdoor Refreshment Area was created a few years ago in Ohio; there are now 28 communities with DORAs; with the COVID pandemic the DORA gives a flexibility on where people can eat and drink; it allows bars and restaurant patrons to legally walk around a designated outdoor area with an alcoholic beverage that has been served by a liquor-permit- holding establishment; they are required to stay within a predetermined boundary, and only during locally-established days/times/events; all beverages must be served in specific plastic cups for the DORA; you cannot bring your own cup; some communities do use reusable cups but it has to be a cup that is provided; you have to consume the alcoholic beverage before entering a different establishment with a liquor license; some communities put up window signage such as "DORA welcomed here". It is up to the individual owner if they let DORA drinks into their establishment; in Canal the DORA would be from the rail road tracks to Columbus Street and east/west boundaries from Trine Street to Washington/Elm Street along Waterloo Street; it will allow alcoholic beverages to be served and consumed during specific daily business hours in the right-of-way and any private properties with the DORA; it would limit the DORA to a designated time; from every day of the week and during specific hours of special events including but not limited to Art Stroll, Blues and Rib Fest; Labor Day, Christmas in the Village, etc.; in 2017 a law was created for specifics of DORA; it can only be used with communities of 35,000 or less in population, only one area permitted, no minimum acreage, maximum area shall not exceed 150 contiguous acres' serving container but be plastic, minimum of four qualified permit holders (A1, AIA, Alc, A2, or D); the potential benefits of having the DORA is cost savings on fence and patio construction; more options for outdoor dining areas; better mobility; potential for more customers/profitability; potential challenges would be increased cost of signage and sanitation, increased police/EMT presence, ongoing education and monitoring, increase trash in public receptacles; variables apart of this would be specific boundaries, hours of operation, signage, law enforcement, sanitation plan, type and labeling of plastic serving containers; over all there is a very positive effect on downtown; reason for DORA was to attract people and businesses to downtown area and allow for open containers at events with no defined beer garden or fencing; ongoing education is critical; periodic stakeholder meeting on what is/isn't working are very important; very helpful with social distancing; ensures adequate supply of cups and appropriate management; legislation required for proposal; allowing alcohol on the Village Green was would require amendment of Park Rules, application required to be submitted by the mayor; the next step would be to motion to direct staff to draft and submit application and proposed legislation; Lynch said he things 11 am to 11 pm seven days a week would be the easiest; Coolman said his concern is with the Jazz and Rib Fest; the beer tent is where the majority of the profit comes from; if they can walk down and get a beer at Shades for less than what the beer ticket cost, they will lose money;

**20-094**Distribution of Bed Tax Funds ([ORD-18-032 Bed Tax Grant Award Process, Bed Tax Grant Application Guidelines, ORD 60-11, Revenue Expenditure Report](#))

Clark: here is my thinking on this; is; the bed tax grant process; there are some cost that do not meet the merit of what this is; I propose to make this 50/50; 50% is then split again to Destination Canal Winchester and the...; first we would give 25k and set it aside; for the grant programs; now in 2017 we gave away 20k in 2018 we gave away 20k but in 2019 we gave 28k in the grant projects; we take 75% of what's left and give to the park and then 25% to the CWICC; so we fund the grant program first, then 75% goes to the park and 25% goes to CWICC; Haire: so our bed tax is 6%, by law one quarter of the bed tax goes to Destination Canal Winchester;

*50% goes to our general fund; and the other 25% goes to the bed tax fund; Bennett: so are we just talking about the last quarter or are we talking about appropriating the 50% that we are putting into the general fund; Haire: by law 75% can go anywhere in the city. Bennett: Do we know an estimate on the maintenance of the park. Bennett: I think we should outsource some of the recreational responsibilities from the city...; Coolman: so do you want to move this to work session or sleep on it; what do you want to do; personally speaking I'm comfortable moving it forward; Clark: yeah, me too. Coolman: we can hash it out at work session.*

**E. Adjournment @ 9:29 p.m.**

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

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

DRAFT

# Canal Winchester

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



## Meeting Minutes - DRAFT

August 17, 2020

6:00 PM

## Council Work Session

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

**A. Call To Order**

*Coolman called the meeting to order at 6:11 p.m.*

**B. Roll Call**

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

**C. Also In Attendance**

*Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Sergeant Hendershot*

**D. Reports**

*Bill Sims - The 2020 Street Program is wrapping up, contractors just have punch list items to work on; stuff is done at the pool parking lot, just need to do landscape; we installed a new rain guard adjacent to the parking lot of the community center, so we will be moving those plants this fall; Bixby Rd Water and Sewer extension work is continuing they are probably a little over fifty percent complete; they have sanitary force main and water line piping in up to the new lift station location; they have about half of the gravity sanitary in and they are working on the larger fifteen in diameter gravity sanitary this week and next; so things are moving along there OK; The Municipal Complex, we continue to work on the design development of that project; we have been through plan adjustments; it is pretty close to what you saw presented at Landmarks; right now we are primarily looking for cost savings; also HVAC in the building we are evaluating; we are anticipating a public meeting on the 31<sup>st</sup> for people to take a look at and ask questions; we are also in the process of material selections like carpet and countertops; we have Gender Road Phase 5 Project, in design, we have reviewed the sixty percent plans; and they are correcting some comments we had; we did open bids for the water reclamation replacement generator and you have legislation for that tonight; on the private side, Pediatric Associates on Diley Rd is continuing; Three Fountains Condominiums sanitary sewer work is complete, sight work is continuing; Winchester Logistics are working on their sight work right now on the rear building B; Winchester Blvd is paved and they are working on street lighting; Crossroads Church is wrapping up and are working on punch list items and should be finishing up in the next few days; Skelton Trucking is underway at the end of Howell Parkway in Canal Pointe a lot of sight work going on there' they have done some utility work and they had to replace a fire hydrant; Panda Express is continuing on with their sight work and building; Fisher Homes has asked us to schedule a pre-construction meeting for Westchester Section 11-2; which is behind the school with the extension of Patch Drive into a cul-de-sac; we will have to pre-con here soon and construction will start in September; many right-of-way items continuing on; NCI have a number of permits out and have asked for extensions to get the facilities in; we are working with Zayo's Communication for fiber they are running from Columbus to West Virginia; they have an alignment through town; they will be on our right-of-way for a bit on Busey Road; Mr. Spencer sent me notes on updates with Gender Road signal timing; ODOT moving forward with that, however they did not give us a time line yet; MORPC submitted a plan modeling; we will be making comments back next week; Gender Road Phase 6 at 33, so ODOT we are anticipating a 2021 application for pedestrian safety funds; currently ODOT is not requiring any local match on that so it a great opportunity; their also working to support a project for their current US 33 study; Shane actually attend their project kick off for ODOT's US 33 Corridor Study; 33 noise wall, nothing has changed with that, looks like it will be awarded July 2021 and construction won't be complete until October 2022; still on their path but not as soon as we were initially told it would be; questions?*

*Amos: Mr. Sims, you said the meeting for the public session was August 31<sup>st</sup>, correct? Sims: Yes, before the Committee of the Whole meeting. Amos: And on the Three Fountains, I had a resident say it looked like there*

*was no movement the last couple weeks, so everything is good, are they just waiting for approvals? Sims: So, they have completed their utilities and all the grading and sight work; there has been work, last week they were removing a massive dirt pile; they did a line modification to their road way system, it typical to leave that for ten days so there is no traffic on it; they had a number of building permits in for structures, and it looks like they laid some gravel down today. Amos: Great, thank you.*

*Bennett: Question- The US 33 Corridor study, do we know what that pertains too? Sims: I do not have much information on that; they have a consultant LJB engineers are working on that; I actually wanted to comment that he has called with them to affirm the scope of the study of our interchange so basically they are looking at the entire corridor; but we wanted to make sure we are involved in what they are looking at and how they are evaluating the Gender Road infrastructure. Bennett: Yeah. Clark: And Bixby too, the corridors whole length; they are going to look at the movement of traffic in and out of Bixby and Rager and those impediments on the road still; Sims: and I don't know the limitations on that, but I can follow up with you. Bennett: OK, thank you; or Mr. Peoples, do you want to share that now? Peoples: The study is going to be from 33 to Diley Rd. interchange; they are looking at capacity of the corridor, as well as the interchanges; they are looking at some renderings for the whole 33/ 270 interchange; and then Hamilton road interchange, the capacity through there as well. Bennett: Mr. Sims, any more detail on the thoroughfare plans in Spencer's update. Peoples: We had a meeting on Friday and they have gone though one of their models and some assumptions they have made, and we are reviewing them this Friday. Bennett: What are the assumptions we are looking at? Peoples: They got with Lucas on some land use; and some population densities, some employment densities as well; they are taking it and modeling a roadway network for future capacities; I believe they will project twenty to thirty years. Bennett: So that is from ODOT's thoroughfare plans. Peoples: Yes. Bennett: Because I know we were working on our own. Haire: That's is our thoroughfare plan as well; we are working with MORPC for the model of what the road traffic projection would look like.*

*Sergeant Hendershot - Good afternoon Council; I have the July stats for 2020; Dispatch calls we had 497 over 1,000 pickup runs; 322 multiple unit calls; 95 reports; 72 vacation checks; 182 traffic stops; 53 citations; 178 warnings; 8 misdemeanor arrests; 21 warrant arrest; 22 summons; 43 misdemeanor charges filed; 4 felony charges filled; busy time total was 69.6% so almost 70%; a couple things I want to talk about; I'm not sure everyone is aware on August 9<sup>th</sup> we had a robbery at Speedway, the deputies and dispatch did a great job with that, they were able to get a license plate number; now the detective bureau will follow up to get charges on that; the next day August 10<sup>th</sup> we had an intoxicated male trying to get into a home on 132 W Columbus Street; the deputies did a great job with him; he was blocking the home owners from getting out so we towed the vehicle; we took him to Ohio Health for a medical examination; and we ended up filing charges on him as well; and then the past week and a half Captain Car Wash has been getting hit for their coins; he has cameras, and we had pictures; we set up more patrol; when a deputy left the other night, a second ship deputy decided to check and found him and his car; we were able to ID him; I think he actually hit Captain Car Wash five times; he has gotten Pickerington and Columbus; so we will be filing charges on him; just wanted to point out, any questions?*

*Bennett: Just one question; you had mentioned giving out warnings; how are we doing with the hands free, how is that coming? Hendershot: I have not checked on that; I haven't had the chance to ask; most of the stops they make are speed; I haven't inventoried or get any stats on if they have made any stops for that; I can definitely ask. Amos: With school starting soon, are you working with any of the SRO's to make sure the students are aware of the hands-free ordinance? Hendershot: I can talk to Jim about getting something sent*

out; I am going to reach out to Deputy West and Jim about getting something out.

#### E. Request for Council Action

##### ORD-20-036

Development

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

- Request to move to full Council

Haire - This is an ordinance to allow us to accept the sanitary sewer easement from Three Fountains; that is a condominium project on Groveport Road; typically sanitary sewer easements are all done with the plat; but in this case since this is a condominium plat instead of a subdivision plat; we need to accept the easement separately; we are only accepting the easement for sanitary sewer; sanitary sewer will be a public line; the water lines within that development will be private; so there will be a master meter for the entire community; typically that's how we handle multi-family condominium apartment projects; this is just asking to accept that easement; as Mr. Sims mentioned construction is complete and fully inspected; so we are just waiting to formally accept through this easement process; happy to answer any questions you have. Bennett: Quick question, just to clarify; Three Fountains is a condominium complex; but is not being sold as individual units; they are being held by the owner and then rented as apartments, correct? Haire: That is my understanding; there will be a condominium plat filed; but the ownership of those will not change; so an affiliate of Rockford Homes will continue to own those and lease them out; but will be individual condominiums. Bennett: A follow up question then; what is the benefit, or is there a specific reason why they do not outright mark them as apartments? Haire: Outright, I don't understand Bennett: I guess we are classifying them as condominiums... Haire: Yes, they will be filing a condominium plat, which is a form of ownership; each individual unit will be owned separately from other units; Amos: When you say each will be owned individually do you mean leased individually; they are all owned by Rockford and they will all be leased by Rockford as apartments; Haire: That is my understanding of they are going to handle it, yes. Bennett: But I guess their... they are building them to then... Rockford won't own them then; they will give ownership to someone else to own each individual until and then handle leasing. Haire: I don't understand fully how they will handle it; from a legal perspective they are filing condominium plat; each individual unit will exist individually; typically on an apartment complex, all units would be under one parcel; this will be under one parcel but it will have a condominium plat associated with it; each individual unit will get its own tax bill; it would have its own ownership under the authority of the auditor; they can transfer individually; and apartment complex cannot sell one unit. Milliken: So if I'm understanding this correctly; its more less a condominium is name only. Haire: It is my understanding it will not be for sale on an individual basis. Amos: It's almost like they are setting it up so they are in a position where they can sell it in the future as individual condominiums. Haire: Yes, I believe the settlement agreement you all signed said that they would initially be owned by Rockford. Amos: And if I recall correctly, it said they would own it for ten years; and its forty-eight units total in Three Fountains? Haire: Correct. Walker: Which started out years ago as one hundred. Haire: One of their proposals were for one hundred and twelve multistory units.

**A motion was made by Bennett to move ORD-20-036 to full council, seconded by Amos. The motion carried with the following vote:**

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

##### ORD-20-037

An Ordinance to Authorize the Mayor and Finance Director to Enter Into a

*Public Service*

Contract with MG Abbott, Inc for the Water Reclamation Facility Generator Replacement Project and Declaring an Emergency ([Ordinance, Bid Recommendation/Tab](#))

- Request to move to full Council

*Peoples- This is an ordinance to authorize the contract with Abbott Electric for the installation of the water reclamation generator; the current generator is from 1988, it does not serve the current capacity of the plant; if there is a power outage certain things cannot come back on; we are looking at a plant expansion of the head works in the next couple years; it will include the raw sewage pumps; we need to make sure that they stay on there; so we are upgrading it will take into account some additional equipment in the back that is not proposed as part of this plan expansion; we are giving ourselves so leeway with that. Coolman: Any questions? Motion moved by Amos.*

[20-168](#)

## Police Coverage Update

*Amanda Jackson- Two weeks ago at our last council meeting there seemed to be some confusion on our relationship with Madison Township; I wanted to take this opportunity to go over it a little bit, not only for the benefit of council but for our residents; on your screen you will see a side by side comparison of our contract with Fairfield County Sheriff compared to Madison Township; with the Fairfield County Sheriff we have a three year contract that expires December 31, 2021; the contract provides eleven deputies; 376 hours a week of coverage; that includes two deputies per shift 24 hours a day, seven days a week; and one deputy to work a mutually agreed upon shift; it includes one full time sergeant at forty hours a week and one full time dispatcher; it also includes a purchase of one vehicle a year; this contract is a general fund expense; as you remember our general fund is funded by our income taxes, property taxes, building permits, etc.; and when the Fairfield County Sheriff writes a ticket; those citations are written into Canal Winchester Mayor's Court, or the county court; they can be written under Canal code or State code depending on the situation; so moving on to Madison Township; we do not have a contract; their current staffing is 2-3 officers a shift; they are funded by voted levies through property taxes; property tax levies were approved by the voters in 1976, 1980, 1986, and 2011; those are indefinite levies; no end date on those; so Canal Winchester residents as part of their property taxes, around \$600k a year to Madison Township currently; Madison Township police force has jurisdiction throughout township boundaries, including incorporated areas; so that's not just Canal Winchester, it includes Groveport and Obetz; and citations are written into county court under state code; I am not sure how many residents are aware that you can actually see where your property taxes go; as far as the many different jurisdictions; this slide and the next slide is how you can look this up; this is for our residents that live in Franklin County, but there is something similar for Fairfield County residents; I chose Franklin County since we are talking about Madison Township; here is the Franklin County Treasures website; you can search by name, address, or parcel ID; there will be a distribution tab; when you click on that it gives you the political subdivision and the amount of taxes you are paying to each; the township portion includes the police the fire and the general township levies; now let's talk about the Madison Township MOU; this is not a document allowing Madison Township officers to patrol Canal Winchester or allow them to issue citations within city boundaries; they already have the jurisdiction to do so; so last November Council passed a resolution of intent to pass an MOU with Madison Township; this a was request for Township Trustees and the Franklin County Prosecutor to begin legal processes necessary to authorize township police officers to issue citations under CW code and in CW Mayor's Court; so if they are patrolling here and pull someone over for speeding they can write that ticker into Mayor's Court; so then that money can come to Canal Winchester; right now it is all going to the county and we see next to nothing; the latest update I have as to where we are with MOU is there are additional discussions needed between the Prosecutors Office and the Canal Winchester Law Director; just a*

*side note, the Franklin County Prosecutor is involved in this because he is their legal authority; now let's talk about some staffing options; Option A- hire one additional deputy, provides 5 days a week coverage, cost \$88k a year; Option B- Hire two additional deputies two different shifts, provides 5 days a week coverage, costs \$176k a year; or Option C- hire two additional deputies on the same shift, provides 7 days a week coverage, cost \$176k a year; based on the conversation I have had with the Mayor and Sergeant Hendershot the ideal option would be option B; now, let's talk about budget; our final appropriations for 2021 have not yet been presented to Council for approval, this will happen later this fall; the Tax Budget was presented in June/July and was approved in July; which included funding for one additional deputy, starting January one; there is room for adjustment to accommodate that second deputy if we so choose; it will be based on out income tax collections; it is fluctuating daily; we will keep watching that, and hopefully have a better picture come fall; so 2020 and beyond; keep in mind our contract with Fairfield County expires 2021; next year we need to figure out what we are doing, are we renegotiating with Fairfield County? Or does Council have another desire; for the sake of discussion, we continue our contract with Fairfield County; a new contract could potentially require another sergeant; eventually the amount of deputies we have up here will require another supervisory position; and that will cost us approximately another \$105k a year; these are all number as of today, obviously it could change; our next steps from here; we need a decision from Council on what your coverage choice would be; you would need to approve an amendment of our current contract; we would also need the Sheriff's Department to approve that amendment; and like we discussed you would need to approve the final appropriations for 2021 including whatever you decide; if you have any questions about what I presented please feel free to ask Sergeant Hendershot;*

*Walker: The RFP; I know that was a part of the confusion; Council wanted that a months ago; extending that contract with Fairfield County; instead of having that RFP at the end of 2021, if we were to hire those deputies, and then go into a RFP would be counterproductive; so we would want to extend that if we want to bring in one or two deputies; and the other part is Madison Township, do we know if we need two? I mean, we might need two, but we don't have a study done; but we have a feeling from our statistics that we need two; with that being said, where would we be with Madison Township? They may be a part of that RFP; would they be willing to come in and help out? I don't know where we stand with Madison Township; it would be my thoughts to bring in two deputies; and if it take six months to train a deputy; Jackson: I did speak with Chief Lape; we would be able to start the process once we start the contract amendment; which would help get that individual in here earlier in 2021, than waiting until January 1 to start the hiring process.*

*Milliken: Ms. Jackson, if you could explain the reasoning behind option B; my thoughts would be option A; since the contract is going to be renewed in 2021, we would start with one officer; and then if need be in 2021 we would add a second officer at that point. Jackson: I actually would ask Sergeant Hendershot why two deputies five days a week would be his recommendation.*

*Sergeant Hendershot: So my recommendation was option B based on we usually have two deputies out at a time and a third working a split shift; but if we had 3 three deputies out every day; for example, today two deputies were out handling two different calls so we rely on Madison Township if we had another call; but Madison officers work a different timeframe; they do help up out when we need it; but its more busy per year on second shift; and if we can have a second officer it would go to first shift. Milliken: Thank you, I guess my reasoning for that line of questioning is more for financial aspects; Ms. Jackson you said that for option B you would have to make adjustments; I guess how... what kind of adjustments... is it a major thing, is it not a major thing... just wanted to avoid any difficulties I guess. Jackson: We haven't really gotten into the detail on where exactly that money would be coming from; I don't want to say a project would take a hit of \$88k just to*

accommodate a second deputy that probably wouldn't be the case; I don't have a straight answer for you at the moment.

Amos: My initial reaction is if our Sheriff is saying where he needs them, for me that's a no brainer, they are out there seeing things we are not; I go into my house I don't know what's happening in the community around me; I had no idea about Speedway, or the carwash; we don't know a lot of the things they are dealing with; if they say they need help we need to listen; and as far as Madison goes, we need to be a thorn in their side, saying don't forget you need to be patrolling; we have not seen them in a while; except when called upon; and asking them on a regular basis, where are you and where have you patrolled.

Coolman: I would agree with that Mrs. Amos; I would like to know from Sergeant, what percentage of calls require two deputies; it's the type of call to respond two that has increased; you saw on Amanda's PowerPoint the turf their two or three officers have to cover, it probably double the size of Canal if not triple. Hendershot: I would say about 50% of our calls are two man calls; a lot of them are thefts in progress; just throwing it out there, about 60% are commercial, and 40% are residential; like sometimes kids will be going through cars in the neighborhood, and we will take a lot of reports about them going through the cars, which you only have to have one person (deputy); I would say it is about 50%. Amos: I think for me too with the number of houses we are building, we don't want to be reactive; if things aren't happening, we don't want people saying "oh I moved to Canal Winchester, I should have never done it"; we want this system in place to keep our residents comfortable.

Clark: I am not questioning the decision of B or C; but what is the difference between 7 days and 5 days a week. Hendershot: I think there was a little confusion on what we could provide; if the busiest shift is second shift; if council was wanting to vote on an additional person every single day, because our heaviest day is on a certain day; so if we add a person to help out then they cover 6 out of 7 days, we are still short on one of those days, it's just the way it work out.

Coolman: One more question; if you have the additional deputies, do you need an additional vehicle?

Hendershot: That is something me and Ms. Jackson talked about; I don't think we would need one next year; we would budget an additional vehicle if we have another contract.

Lynch: I just want to say I agree with Ms. Amos; whatever Sergeant Hendershot says we should do; he is the guy out in the field; he knows what the needs are; we obviously want to provide enough officers so that when they send two at a time that there are two available; we also have to think about the safety of our officers; if they need two they need two; I am just curious, options B and C you said B is 5 days a week and C is 7 days?

Jackson: B would be two officers 5 days a week and C would be one officer 7 days a week; but it requires two officers for the relief factor, for days off. Lynch: at what point would we need an additional sergeant?

Hendershot: I think the idea is overall, if we hired one or two more before the next contract, and if you decide on the next contract to add then one would have to be a supervisor; that's liability on us as supervisors and everything have to do to make sure everyone is doing their job correctly. Lynch: so where we are now, add two deputies we are good, if we go beyond that then we need additional staff. Hendershot: Correct. Lynch: and also, we talked about Madison Township, we are paying them \$600k a year for their services; we can be a thorn in their side all we want; but we need to focus on what we can truly control.

Walker: I agree with option B as well; would that be with extending the contract or would we still have the RFP? Jackson: We can have the discussion on where you want go after December 31st 2021, at a later time; we

*don't have to decide that now.*

*Jackson: I think at this point, what I have gathered from all of you is that I will work with Mr. Hollins and Chief Lape to draft an amendment to bring to council for approval. Council: Thank you.*

**H. Adjournment @ 6:59 p.m.**

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

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

DRAFT

# Canal Winchester

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



## **Meeting Minutes - DRAFT**

**August 17, 2020**

**7:00 PM**

### **City Council**

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

- A. Call To Order *Walker called the meeting to order at 7:09 p.m.*
- B. Pledge of Allegiance - *Walker*
- C. Roll Call *Present 7 – Amos, Bennett, Clark, Coolman, Lynch, Milliken, Walker*
- D. Approval of Minutes

[MIN-20-31](#)

August 3, 2020 Work Session Minutes ([WS Minutes](#))

[MIN-20-32](#)

August 3, 2020 City Council Minutes ([Council Minutes](#))

***A motion was made by Clark to approve MIN-20-31 and MIN-20-32, seconded by Lynch. The motion carried by the following vote:***

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

- E. Communications & Petitions

[20-169](#)

Music in the Park - September 4th Press Release ([Music in the Park](#))

[20-170](#)

Madison Township Fire Dept June 2020 Report ([MTFD June 2020](#))

[20-171](#)

Madison Township Police Dept July 2020 Statistics ([MTPD July 2020](#))

- F. Public Comments - Five Minute Limit Per Person

- G. RESOLUTIONS - NONE

- H. ORDINANCES

*Tabled*

[ORD-20-033](#)

*Development*

*Sponsor: Bennett*

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

*- Tabled at Third Reading*

*Bennett – No reason to untable this tonight.*

***Third Reading - NONE***

***Second Reading***

[ORD-20-035](#)

An Ordinance To Authorize The Mayor To Enter Into A Contract With

*Public Service*  
*Sponsor: Bennett*

Rumpke Of Ohio, Inc For The City's Municipal Waste Hauling, Disposal And Recycling Services And Declaring An Emergency ([Ordinance](#))

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

***A motion was made by Bennett to waive the third reading of ORD-20-035, seconded by Coolman. The motion carried by the following vote:***

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

***A motion was made by Bennett to adopt ORD-20-035, seconded by Coolman. The motion carried by the following vote:***

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

### ***First Reading***

**[ORD-20-036](#)**  
*Development*

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

*- First Reading Only*

**[ORD-20-037](#)**  
*Public Service*

An Ordinance to Authorize the Mayor and Finance Director to Enter Into a Contract with MG Abbott, Inc for the Water Reclamation Facility Generator Replacement Project and Declaring an Emergency ([Ordinance, Bid Recommendation/Tab](#))

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

*Lynch: Can I get a reason on why we are waiving second and third readings? Peoples: Sorry, I failed to say that at the work session; it's because of the contractual provisions of the bid, it dictates the timing of the approval. Bennett: I guess I'll go ahead and add that the engineers estimate on this bid was \$420k and it came in at \$403,750.00; so it did come in under the estimate. Lynch: Yes, I was very pleased to see that; are you wanting to start this work right away? Peoples: Yeah, I know it takes a little bit of time to get the contract work; but we are looking at a 1,000 Kva generator so I don't know if there's one sitting around somewhere waiting to be purchased, or if it has to be ordered; I have gotten into the specifics of the time frame; they still have some of their work to do and get lines ran in the ground; Lynch: So in other words the stuff we currently have and the way we have things jerry-rigged, we need to get this thing up and running sooner than later. People: Well, yeah. Jackson: Mr. Peoples, did you mention the loan? Peoples: I did not. It is in my report; but the Ohio EPA has given us a \$50k principle forgiveness; that typically is associated with us getting loan through them and paying it off; and they forgive \$50k of the principle; we are paying that out of existing funds; I guess I'm assuming it's as simple as them writing us a \$50k check; I'm sure that's not how it works; but we I'll be getting a \$50k grant. Jackson: They also had some deadlines that we needed to meet with the passage of this ordinance. Bennett: So the deadline is also fiscal. Jackson: Correct.*

***A motion was made by Amos to waive the second and third reading of ORD-20-037, seconded by Bennett. The motion carried by the following***

**vote:**

**Yes 6 – Amos, Bennett, Clark, Lynch, Milliken, Walker  
Abstain 1 - Coolman**

**A motion was made by Amos to adopt ORD-20-037, seconded by Bennett.  
The motion carried by the following vote:**

**Yes 6 – Amos, Bennett, Clark, Lynch, Milliken, Walker  
Abstain 1 - Coolman**

## I. Reports

Mayor's Report

[20-176](#)

[Mayors Report](#)

[20-172](#)

[July 2020 Mayor's Court Report](#)

Mayor Ebert- First of all to start off my Mayor's report; we do have music is the park September the 4<sup>th</sup>; the band playing is the Tremble Cats; I don't know if you are familiar or not, but one of the band members is our own employee Steve Smith; be sure to come on out to watch them September 4<sup>th</sup> in Stradley Park; Last meeting I mentioned Trick-or-Treat will be Thursday October 29<sup>th</sup> from 5:30 PM to 7:30PM; the American Red Cross is scheduled to return to Canal Winchester for another blood drive; September the 15<sup>th</sup> from 1 to 7pm; the last time they were here they collected over 65 units of blood; they were thrilled and wanted to return; I also need the July 2020 Mayors Court Report approved, please.

**A motion was made by Bennett to approve the July 2020 Mayor's Court Report, seconded by Lynch. The motion carried by the following vote:**

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

Fairfield County Sheriff

[20-173](#)

[FCSO July 2020 Statistics](#)

Sergeant Hendershot – I have nothing further to add.

Law Director

Gene Hollins - I know of no reason for us to go into an executive session. Bennett: I have one question. Ms. Jackson had indicated there was still work to be done between our Law Officer and the Franklin County Prosecutor office about adopting an MOU; any update on that? Hollins: No update other than we will be meeting with them; last conversation on that, he was unsure if a written agreement was necessary for them to write into our Mayor's Court; but I believe we will work it out with our in person meeting coming up. Bennett: And when is that? Mayor: We will be meeting with Madison Township on the 25<sup>th</sup>. Bennett: OK, thank you for that update Mr. Hollins.

Finance Director

[20-175](#)

[Finance Director's Report, July 2020 Financial Statements](#)

*Amanda Jackson - Just to point out two things from my written report; as of the date of my written report last week, our income tax collections were down about 3% from where we were this time last year; but again, that will continue to fluctuate; in the July financial statement in your packet; you will notice the July revenue in the general fund was extremely high; that was as a result of the closing on the Bixby Road Property; brought in just under \$1.6 million; and our expenses were lower than they are typically for the month; I attribute that timing of when we receive invoices and when they get approval for payment; just high revenue, thanks to Mr. Haire's hard work.*

*Bennett: Ms. Jackson; the revenue of 7.6 million dollars you referenced; how much of that is direct profit for the city. Jackson: We took out a bond anticipation note for \$950,000; so approximately \$600,000; it was 1.6 million dollars. Bennett: Oh, ok. I thought I heard 7, got it, thank you.*

*Public Service Director*

### 20-174

### Public Service Project Updates

*Matthew Peoples- Thank you for passing the Rumpke Contract by emergency; we start collections on October 1<sup>st</sup>; that is a Thursday; I know at the last meeting we talked about the service date; we continue to press them about wanting Monday; it just wasn't able to happen; the prices are based on a Thursday pickup date; we asked to be on waiting list in case it worked out that we could be put on Monday; Thursday October 1<sup>st</sup> actually works out well; Waste Management will do their last pick up on Monday September 28<sup>th</sup> and then that week Rumpke will collect on Thursday the first; we are still working through the implementation process; they were excited about the extra communication about recycling; they want to help out with that; we are very excited about the contract and they are very eager to get into it; and one more thing; today's clear meeting is brought to you by Amanda and Rick; I have been checking on it during the meeting, very clear; some of the challenges we had, we have to turn up our network speed; and the platform we are using now, there are no more users unmuting themselves and having feedback.*

*Clark: Mr. Peoples how will the cans be delivered to us; will they use the day before to drop off all the cans? Peoples: yeah, a couple weeks before is what they are looking at to get them all out there; they have to order 2,600-2,900 cans. Clark: does a resident have to be home. Peoples: No, they will just leave them there; there are some options for people when it comes to sizes of the recycle carts; so the sooner people can get online and create an account the better; It will save them an extra trip. Bennett: Should I be expecting Rumpke to contact me as a resident; People: It is my understanding as we are working through that they will be reaching out; through an online portal; we will be giving them customer list; hoping to capture all of our residents; there are certain situations such as the condo associations; we don't know how they have the arrangement for paying; we have one where the association gets the trash bill then they divvy out the fees to the condo owners; we will have to still make sure every single address is accounted for.*

*Development Director*

*Lucas Haire - I will provide an update on Greengate; I know I sent an email to you all, but I wanted to make sure the public knows; Mr. Coolman, and Mr. Lynch and I met with the developers as well as a representative with Ryan Homes who is in contract to build the units; and talked through some of the architectural issues; they were receptive to some of those changes; they will be implementing them and hopefully providing us with the changes sometime this week; with amended plans and emended development text; and we will present that to you at your next meeting September 8<sup>th</sup>; and in terms of development, we were able to close with Waterloo Investments LLC; who are proposing to develop a 5,00 square foot retail center at Waterloo St; kind of in front of where Aldi is currently; the triangular parcel; we sold them the small section of the former*

*Waterloo Street roadway that is no longer right-of-way now; we were able to close on that last Thursday; they hopefully will move forward with the building later this year; they are excited to get that going; we are happy to work with them; you are seeing Panda Express going up; there are still plans for a Bank of America going next to Panda Express; that should be starting the next few weeks; in terms of the industrial projects; we have OPUS nearly finished; they are not finishing the inside of the space until they have confirmed tenants; they are paving the parking; there is a lot of interest in the building; Be happy to answer any questions you might have; Fairfield Inn they have the first floor done; it's a little different construction; they are actually pouring the concrete and forming it up with Styrofoam; Coolman: One last question; over here on the project next door, the alley becoming a one way; when will that happen Aire: I think it was our desire to have that converted to a one way eastbound, from Elm Street to High Street, but that would be up to the Mayor and Matt; Matt can implement that; it just figuring out where that it; but it our desire to have that down before we have residents living there.*

## **J. Council Reports**

*Public Meeting - Monday, August 31, 2020 at 6:00 p.m.*

*- Municipal Complex Project Overview*

*Committee of the Whole - Monday, August 31, 2020 at 7:30 p.m.*

*Work Session/Council - TUESDAY, September 8, 2020 at 6:00 p.m.*

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

*CW Human Services - Mr. Milliken*

*Milliken - Schools for Tools still going strong; as of Friday they have 49 backpacks filled up and ready to go; Thursday August 13<sup>th</sup> was the Grill Out Volunteer Appreciation Day; just want to honor the people who donate their time; And we are already thinking about Thanksgiving and doing thanksgiving baskets; that's all for Human Services, thank you.*

*CWICC - Mr. Clark*

*Clark - The next meeting is September 30<sup>th</sup> at the Interurban Station at 11:30 a.m.*

*The Municipal Update; the last meeting was August 11<sup>th</sup>; that was focused on cost saving measures and looking at materials; I won't get too much into it since Bill gave a full report.*

*CWJRD - Mr. Bennett/Mrs. Amos*

*Bennett - Tonight is the first night of modified football; soccer is starting to begin as well; just kids in the community will be playing; adult tennis is wrapping up; that went great; a bunch of families who have never played signed up; before we talked about the schools being the fiscal arm for the Joint Rec. there are still some ethics and legal opinions they are going through to make sure their T's are dotted and their I's are crossed... or the other way around; they sent us documentation to review; our next meeting is this Thursday 7p.m. virtually; and I believe that is it for now.*

*Amos - I was going to say we have movie night this Friday night; sponsored by the Ohio Farm Bureau; playing "Babe"; it is a free event; we have one two weeks after that on Labor Day weekend; we are playing "Scoob" and Scooby Doo will be making an appearance.*

*Destination: Canal Winchester - Mr. Walker*

*Walker - The next meeting will be September 22, 2020; yet to be determined on where that will be.*

*Coolman - Last council meeting I reported that the murals would be 15ft X by 30ft and the expense of \$15,000; it is actually 15 inches by 30 inches at an expense of \$2,000; sorry for the oversight; we also had our first movie night this pass Saturday; out at Hanners Park; the Madison Township fire department came out and let the kids climb all over it for a while; then the movie started; the vendor was awesome; the screen was 40ft tall; we walked out to the bike path and we could still see and hear it; the word is getting out; and the Farmers Market continues to be a success; we are averaging 40-50 people an hour, even during this COVID time.*

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

*Bennett: question on the public meeting coming up on Monday; do we have thoughts on how that will be structured? Jackson: so it is our intent to have public interaction; but since we were concentrating on getting things right for tonight; we really haven't set out on how we will achieve that yet; so look for an email from us when we have that figured out. Bennett: I don't mean to press; but the obvious question is; any idea on when we think that will be ready. Jackson: I honestly don't know Mr. Bennett; I have to check with Mr. Brown and his schedule; I would hope we would have a resolution in the next couple of days; we shall see.*

*Mayor Ebert: I just want to bring something up to all of you and everybody out there listening to this; there recently has been misinformation or abuse of information on social media about what Amanda Jackson's duties are as an employee and Finance Director for the City of Canal Winchester; and she gets a lot of abuse on social media; I just want to go over a little bit of what her functions are; she provides full and complete information concerning the financial affairs and status of the municipality as requested by the Mayor and by Council; she assists the Mayor with preparation of the city's annual budget; she reviews and proposes revisions; conducts analysis as required; she presents proposals to the Mayor and to Council; she reviews and approves city wide purchase orders for the annual budget; she reviews and approves all payroll, accounts payable, contractual transactions; she is responsible for the investment of cash and management of the city's monies; she assists with the preparation of the city's five year Capital Budget Plan; and conducts an analysis as required; she works with insurance companies to provide insurance for the entire city; she assist administration of the Income Tax Program; she serves as the city's public information officer; she responds to request for information such as, reports, public records and financial data for the general public and government agencies; this list goes on and on and on; at the end of this list it says "and she performs other related duties as assigned"; you know this is the way all of my directors are; they have a list that is similar; not exactly how Amanda reads; but they all do the exact same thing; its endless; the amount of work they do in a day or a weeks' time; and they go above and beyond what their job description is; finance director or development director or public works director or construction services supervisor; they go above and beyond that every day; so I just want the people out there to know, we are a small town; we try to run a pretty tight ship with Amanda's help; and all the directors; and all staff for that matter; so I just wanted to lay that out there; so people know the people you have working for this city is doing an absolutely great job and busting their butts day in and day out; I just had to say that; thank you.*

*Bennett: Just one follow up question; recently Amanda Lemke resigned from her position; I don't know where we are in hiring for that position; or if we are rethinking the scope of that job; any update on where that would stand. Mayor: As you know, or may not have known; Nancy Stir, our HR Coordinator has been out on sick leave for a while; we were waiting for her to get back before we started anything with that; we are looking at the job*

*description; we are currently in the process of redoing the job description.*

*Lynch: It is my understanding that the next meeting is Community of the Whole; and the topic is reviewing the DORA district specifications; I have a couple people who could come in and speak about how it is working in their towns; so if you think it would be beneficial; would you all be up to that? Bennett: I guess it would have to be virtual? Jackson: We will have to figure that out; technically speaking there are quite a few of us in this room. Coolman: Well, how many people. Lynch: One to three; and if you tell me can only do two or one... Walker: We can do three if there are at the other building. Lynch: this is why I'm asking to get the logistics. Walker: so that was the consensus of council.*

*Amos: Ms. Jackson, just a quick question, and this is probably captain obvious; but is the reason we have not opened back up to the public attending just because of our size; because I know the School Board has resumed in person. Amanda: Correct me if I'm wrong but I believe the School Board just resumed in person meetings; we have the size of this room to consider; we are in much tighter quarters here, if we were to have this meeting somewhere else; but we don't have the technology to have it elsewhere currently; I don't know, I don't have an answer. Amos: I just didn't know if there was a drop hard reason on why we weren't.*

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

**M. Adjournment @ 7:55 p.m.**

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

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

# Canal Winchester

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



## Meeting Minutes - DRAFT

August 31, 2020

6:00 PM

**PUBLIC MEETING**

### City Council

*Mike Walker - President*

*Mike Coolman - Vice President*

*Jill Amos*

*Will Bennett*

*Bob Clark*

*Patrick Lynch*

*Chuck Milliken*

**A. Call To Order**

*Walker called the meeting to order at 6:03 p.m.*

**B. Roll Call**

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

**C. Purpose of Public Meeting****20-177****Canal Winchester Municipal Complex Project Presentation**

*Bill Sims: Tonight we wanted to bring forth the current plans for the renovation of the new municipal building at 45 East Waterloo Street; just a little bit of background; the city purchased the old Bob McDorman building Museum; about 24 thousand square foot building on East Waterloo in February of this year with the desire to convert that building into the Canal Winchester Municipal offices; relocate the community center into the building and also provide for roughly 9 thousand square foot tenant space; so along that path we contracted in late Spring with Lehman Daman out of Westerville to provide the preliminary services; the design development services for this building along the route of a design build contracting method ultimately; so we're basically in the midst of that phase; design development; we're probably 75 percent or something of that nature; we're still working through a few things but we definitely have enough ironed out that folks can see generally what this is going to be; and moving forward from this once we wrap up the design development phase and establish a guaranteed maximum price we'll be back to city council for authorization to move forward with a construction contract; anticipating that, that will indeed be yet this year certainly; so I have here this evening with us Chris Kelly from Lehman Daman; Chris is the project manager for the design build contractor; and working for Lehman Damon we have Triad Architects; present are Brent Foley and Jocelyn Krosky; and I'm going to allow Triad to basically walk folks through the building; so you can kind of see where we're at with the design development today; Jocelyn if you could go ahead and do that it would be fantastic; Jocelyn Krosky, Triad Architects; slide one: this is the architectural floor plan; and the colors do mean things; on the left-hand side the green is the community center location within the building at 45 East Waterloo; the central portion that is in blue is the city offices; on the right hand side you will see the reddish color which is the city council chambers; and the white area is the future tenant space; the top part of the page shows the north entry to the building on Waterloo and the bottom part of the page shows the south entry from the parking area; there is a main lobby that connects the north vestibule and the south vestibule so you can walk fully through the building form either side; next slide: this is a 3D cutaway of the city offices; you can see the large conference room in the center; on the right hand side are the services desks; the four that the city has required; those are adjacent to the main lobby area; and the office for the city are along the north part of the image and the south part of the image; next page: this is a 3D cutaway view of the main lobby area; so you can see the service desks along the left hand side of the lobby; the lobby is that larger open area with the two columns; on the right hand side you can see where you could enter into the tenant space from the lobby; and then you can also see where the council chambers are with all of the chairs that you see there on the right hand side; next page; this is a 3D cutaway view of the community center area with the large open area with tables for seating for events; various different kinds of events can be held in this space; then on the right hand side are the existing restrooms that are being renovated; then the kitchen that is opposite of it; then at the main entry; there's actually two entry's to the community center; there's actually one at the north that we are creating and there is one at the south that is adjacent to the parking area; next slide: you're going to see a series of elevations; and what we're seeing on this, this is where we're adding in the vestibule which you can see on the right hand side; it has the golden peek on it; north vestibule from Waterloo; and then we are creating a new entry at the library which is on the left hand side; I'm sorry this is the north elevation; next slide: on the other side of the north elevation*

where the community center is you can see on the right hand side the entry that being created there; next slide: along the south elevation we have the entry on the left hand side and some new windows into the community center; we have the mechanical screen yard wall that is screening some of the mechanicals that we have to have at the exterior of the building; then to the right of that you can see five new windows for offices; then the new entry along the south elevation that leads you into a lobby; next slide: continuing you can see four high windows that are going to be part of the council chamber meeting space; and then we are providing windows on the very right hand side of that elevation for the library; or for the tenant that's hopefully going to be in that space; next slide: these are high windows along the west elevation that also bring additional light into the community center; next slide: and these are windows that are on the east elevation and into the tenants space; next slide: this is a 3D view of the interior of the lobby; again like we were saying we are in design development so this is just one possible way that the interior lobby could look that we have shared with the city; next slide: this is an interior view of the large conference room within the city office space which has seating for sixteen and they can move the furniture around and have smaller meetings or larger meetings; next slide: this is a view from the building department looking towards that conference room as well as looking towards on the right hand side of the view the building department check in desk; where they hold their meetings with members of the public at or come in and drop off their drawings; next slide: this is an interior view of the finance department looking towards at least two of their service desks; next slide: this is an interior view of the city council chambers looking at where the city council would sit and the staff; the city council sits along that wall with the windows and the TV and then the staff would sit off to the side and the general public sits in the chairs that you would see there lined up; next slide: and this is another view basically taken from the corner of where the city council would sit looking back towards the entry from the lobby; next slide this is an interior view of the community center and just one way that you can lay out the space with round tables; there's lots of different ways that the tables can be arranged in the space depending on the size of event that needs to take place there; next slides: Amanda you can run through them; these are the actual models that the views are taken from; they are very similar to what you just saw; it's just that this is the actual model that we have in our program (several slides presented); so this is the site plan of the project site; the building 45 East Waterloo is towards the upper part of the plan that you see there; you can see the north entry vestibule at the top; and to the south is the parking; there are two entrees and exits from the parking area; there are 88 parking spots. Sims: In the main lobby; we wanted a more secure lobby; the service windows for clerk of courts, utility billing, building department, and general reception has a secure windows; so we can have a public space and still keep the office secure; the council space; the council seating area is elevated; the council seating system is modular; the clerk is at one end, and at close proximity to council but eliminating the "L" shape; again it is modular so it can be rearranged to a large open area; there is an executive session room; more room that we currently have; also the community center; there is an office space with a secure window; also included small multipurpose room, could be used as a library; also a small clinic area; the kitchen we are able to provide similar in size to what we have now; we are actually repurposing the equipment we already have, it is in good shape;

**D. Public Comments** - Visitors will be permitted to ask questions which will be answered by City Council and staff. Visitors are asked to limit their speaking time to five minutes to allow others to participate in the discussion.

#### **E. Council Discussion**

Amos: on the north elevation on one of the pictures that you showed of the library there's the four blocks and you showed putting three windows in; my question is what will be done with the fourth block; south east

elevation; so there's four currently showing in the back; you're going to add three; what will happen with this this other one; are you going to resurface it enough to make sure it blends in; is there a reason we didn't do a fourth; Krosky: the tenant that's going in there they have shared the floor plan with us and so we know based on what they have currently in design that a fourth window won't work for the space that's behind where that fourth window would go; we will just make sure that the wall is repaired to look seamless; Amos: if not we have some really great artwork that we like to post around town; Mr. Coolman can take care of that; seating in the council area if I counted correctly it looks like about 54 people; Krosky: yes, there is 54 seats for the public and 16 seats that will account for council and staff; but then there is overflow in the lobby; if you go back and image to where the lobby is (refer to attached presentation); in the lobby we actually have some tv's; so overflow can be in the lobby and there will be tv's that the council meeting can play on; Amos: okay and that will comply with the fire marshal's code of having people in hallways and general areas; Krosky: yes, we have actually talked with the building official and people at the city; we're doing well on code; Amos: then the work room with the council chambers the plan is to still share that with the additional tenant is that correct; Krosky: yes and that's why you see the double door to the council chambers does open up into the tenant space that you see there and then the executive conference room has an entry from that tenant space as well; Amos: wonderful, thank you; Walker: will the restroom be a shared restroom with the community center and the other path or will the community center have its own restroom; Krosky: at the lobby image at that south vestibule on either side, on the right hand side or the left hand side are general public restrooms; so those would be shared amongst the city offices, the tenant and the council chambers; the community center has their own restrooms; if you look at the northern part of the plan just below where it says table storage those are the two existing restrooms that are in that portion of the building and those are specifically for the community center; Walker: okay it still has a full kitchen just not a full kitchen with a hood; Krosky: no, there's a full kitchen; there's a hood; just below that you can see where the kitchen is; Walker: okay somebody just mentioned that it wouldn't have; it still has hood, fryer, all of that; Sims: the kitchen will be a full kitchen; there was a strong desire from the seniors; and it was our desire as well; it eats up a lot of space with trying to get things in there; it was a little bit of a challenge; but we were able to accommodate a very similar sized space; we're actually going to attempt to salvage the existing equipment; it's in great shape; it's a little bit older but it's in fantastic shape; it isn't used that much really; we'll have to make a few modifications but we'll bring the stove and the existing hood and so forth; there is not fryer there however; Lynch: the community center based on what we currently have and I'm talking about just the usable open space and not including kitchen a bathrooms; just including open space what do we have currently and what is being proposed so I can kind of make a comparison; Sims: I apologize I didn't bring my sheet that has the actual square footage; the new spaces is literally within 80 square feet; it's very close; it's slightly larger actually; the new space is; the main room; Lynch: there's only 80 square feet more; Sims: in the main space that is correct; in the seating area where those tables are; taking out all other spaces; I'm talking restrooms, storage areas, office spaces; Lynch: I thought one of the ideas of this plan was to create a larger community center so we can get more people and more function; I love the idea of the offices, the storage, the bathrooms the kitchen and everything; that's great; but how can we create more useful space for general public to be able to utilize; if we grow as a community we'll obviously need more space; It thought that was the object here; Sims: originally we had some larger square footage in the main space and we had some smaller square footage in some of those other areas that the community center desired; one of them was the kitchen; we did upsize the kitchen to accommodate all the equipment that has to go in there and spacing requirements; as well as adding the multipurpose room and the clinic area there as well; and the room has an occupancy load that is 120-122 something of that nature; so we do have a limit on that; what you see pictured is not a dense occupancy of the room there if you're counting chairs for instance; we can seat as many people in this room as the other room; Lynch: instead of looking at square footage in that open space what is the occupancy for

*this compared to what we have; Sims: the other building has a different occupancy to it; I'll have maybe Lucas if he's listening tell us what that number is; Clark: 165 this was as of 6/26/2020 meeting; it was quoted a 165 people in the room standing and 100 with seating; Sims: we currently have 104 chairs in our community center and I've never seen them all used to be honest with you; I anticipate they will probably have more use than we currently do; we generally have about an 80 person limit it seems like in the events; we're certainly going to be able to accommodate what the old building did; is it drastically more; I wouldn't say that it is drastically more; it's slightly more; we'll probably have some better options using the round tables instead of the rectangular; that creates a different feel to the space quite frankly for other uses; long straight tables are not exactly conducive to conversation or having family events and that sort of thing; in the long term plan I believe that reconfiguring things when it's deemed that the whole building should be city space that's probably a perfect time to make a major change; Lynch: once the proposed tenant is out; Sims: yes, I believe the discussion is a ten to fifteen year use by the tenant; and of course there's also the consideration of the development of McGill Park as well and what that might mean for the future; Lynch: so since we're talking about tenants is there or what's that status of said tenant; it's been mentioned several times and floor plans were mentioned; where are we at with that; Sims: so currently they are working on the design; their initial design phase as well; I'm going to say that we do not have a formal agreement at this point; you folks certainly would be involved in that process I'm sure; but we definitely have their desire; and they are taking steps moving forward; and they did confirm for us as well that initially at the beginning of the Covid stuff everyone took a step back to look at financial impacts; they're now moving forward with some of their projects and this is one of them;*

*Krosky: I do know that, that potential tenant is scheduled to have their design documents ready at the end of basically this week; Lynch: what now; Krosky: the potential tenant would have their design documents ready at the end of this week; they've going through the process through July and August and the team is submitting their documents to that tenant/ that owner this week;*

*Sims: I will say that it's important that their committed to taking those steps at this time because we have a lot of coordination to do with them; because we're sharing a space; a space that's also going to be our space in the future; so we're working with them to make sure we're well coordinated on things like utility services and things of that nature where we impact each other; as well as even some of the structural work inside the building.*

*Milliken: are there any plans or does the building currently have a backup power supply; Sims: currently the building has no backup power supply; neither does our existing community center; municipal offices do have a backup generator; we are planning a backup generator for this new building; Milliken: okay*

*Lynch: questions on the exterior of the building; and this kind of goes back to my landmarks days when I was off with Mr. Foley here; the exterior in the back of the building that is covered with a stucco like 4x8 panels of what; I don't know what they're thinking when they put it on; is that being changed at all into a better product; I know you're going to be removing some wood panels; are those facades where the 4x8 sheets of stuff is that going to be addressed at all; Sims: yes; so that material is a hardy product and it is like in larger sheets; it's intended to give the appearance of stucco I believe; other than the places we're going to impact with windows and doors and things of that nature, that material is going to remain; we are going to be repainting the building; right now if you were to go up close to it you'll see some nail head issues; so we're going to address those and repaint the building; Lynch: that's not going to be covered or anything like that at this time; Sims: no, that's correct; Lynch: and the roof is staying the same; the corrugated metal roof is staying the same; Sims: yes;*

*Sims: we're really pleased with the efforts that have so far gone into this; we're going through a lot; honestly we're beating stuff to death on this building; these guys can attest to it; they're doing a lot of revisions; getting a lot of comments; going back and making revisions; really happy with the team and all the efforts*

*they're making to help us get a product that we're proud of and we're going to enjoy and have for the future and doing all that inside of a reasonable budget; Walker: well everything that I've looked at or seen and heard has looked very impressive; thank you; we appreciate it; Lynch: in the preview drawings you show coming down from a ceiling those round panels; is that just a visualization or an actual product; and I'm guessing they're acoustical panels; Sims: that's correct; let's use the community center first since we kind of started using that; the condition of the community center is that right now there's very high ceilings in the McDorman building and we wanted to maintain that feel; the big room feel in there; so in the community center for instance there will be closed duct work; nice spiral duct work in there; and we will use those (we call them clouds) or something similar to them; those are a specific product; or something similar to that to help with the acoustics in the room; there may be some acoustics above that as well; we certainly don't want it to be a place you gather in and can't stand the noise going on; and then something very similar in the lobby as well; because we want again in that lobby space maintain that height; the rest of the office and so forth will have a drop acoustic tile ceiling; Lynch: so if you're proposing to do that in the community center and in the vestibule area will that theme also continue into the proposed tenants design or the other side of the building so everything; kind of you have consistency throughout the building so later down the road if they leave and we move in that space everything is pretty well consistent; is that going to be the case; Sims: I do not know; I have not seen anything beyond the floor layout for the interior of the library tenant space at this point; I wouldn't necessarily say that it something that's being carried through the building; because there isn't any connection between the lobby and the community center for instance; you go through the offices and so forth and a number of ceiling conditions; council chambers as well has more a tray scenario set up in there; Walker: if there's no other questions; excellent presentation; thank you very much; I appreciate your time;*

**F. Adjournment @ 6:39 p.m.**

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

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

# Canal Winchester

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



## Meeting Minutes - DRAFT

August 31, 2020

7:30 PM

### Committee of the Whole

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

**A. Call To Order**

*Walker called the meeting to order at 7:35 p.m.*

**B. Roll Call**

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

**C. Also In Attendance**

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

**D. Items for Discussion****20-178****DORA - Designated Outdoor Refreshment Area**

*Lynch: Thank you Mr. Walker; I have a guest speaker from Destination Lancaster; Collin, has joined us this evening; I asked him to join to answer any questions you have about DORA; Collin: sure yeah, I can answer any questions you have; I have been with destination Lancaster for over 3 years now; we have had DORA in our downtown special improvement district for a while now; we work with our safety service director and chief of police to get a permanent one; we now apply per season instead of per event; I can't tell you how much of a success it was for Lancaster and our businesses; Coolman: so you had said you applied per event or per season, so you don't have a permanent one? Collin: That's is correct; we do not have a permanent one now; we apply per season; before I started, they applied per event; we are working with City Council to have it permanent; Lynch: They did mention they use to apply per event, but correct me if I'm wrong you just got a 365 day event permit. Collin: Correct, however every four months I have to send an application to our Safety Coordinator for the and he along with Chief of Police will sign off on that, saying it will be in effect every day of the week from 11 a.m. to 11 p.m. Coolman: Collin, how many events does Lancaster have per season; Collin: it is typically about 4 per season; Coolman: and I am sure you don't have many during the winter season. Collins: right, so this last one, and of course this year is quite different; we have a New Year's Eve event, a Winter Carnival, and a Breast Cancer Bra Crawl. Bennett: as you were talking about working with the Police force in Lancaster, what are they looking at to continue the program? Collin: So we have had a great response from the Police Department; one thing is they want the beverage in a designated cup, that way they know it was purchased from a liquor licensed establishment; also, they had concerns about keeping the city clean, we have someone on our staff that keeps the district clean; fortunately we have not seen an issue at all; the business owners are making sure the patrons are being responsible; but the Police Department has not seen any issues. Walker: The 11 to 11; I have talked to the residents here; and they chose that time for better staffing; is that what you found out? Collin: Yes, the 11 to 11 is to keep it more consistent, but also was recommended by the police because of shift change. Walker: but was staffing an issue with the establishments. Collin: when you say staffing do you mean with the bars and restaurants? Walker: yes, they were looking at who they could bring in to serve. Collin: I am not sure if that had anything to do with the timing. Lynch: are toy asking then if restaurants are not open they have to bring people in to work. Walker: I mean, some restaurants have people who can serve drinks but they also have people who can only serve food because of age. Lynch: the challenge is educating the business about the type of cups and the rules. Walker: I asked them about why 11 to 11, and they said it was about having the right staff; I wanted to see why 11 to 11. Lynch: complicity. Clark: you mentioned the cleaning, who pays for that cleaning? Collin: Yes, we have a special improvement district; any business there is an assessment that they buy into; property owners that have a certain amount of square footage, has to pay a tax that goes into our special improvement district; and then they contract snow removal in the winter and then they take out the trash in the summer; we have not seen an issue, we always want to*

*make sure it looks ok; but they are really keeping it clean; Clark: how many police do you have patrolling the area; how many police does it take; and do you have them more so because of DORA? Collin: I would say it would be the same; unless it is a special event, like the Art Walk, where there are thousands of people in one area and then we have six special duty officers; but other than that there is no increase in police force; we have no increase presence. Clark: so there has been no public intoxication arrest in that area at that time. Collin: there probably could have been, but the police department has not told us the DORA was the cause of any issues. Milliken: how big of an area is your DORA? Collin: we have it from High St. to Memorial Drive which is 3 blocks then to Walnut St. which is 3 blocks, I can send you a map if that's helpful. Milliken: I guess I was looking at something to compare to ours in size; if your area is larger, I would think it would be more difficult to patrol, and if ours is smaller, and Lancaster doesn't have any issues, then Canal Winchester shouldn't have and problems. Lynch: am I correct when I say Lancaster has 16 establishments apart of your DORA. Collin: yeah, that is close; Lynch: we are looking at 5, so yeah they are 3-4 times larger than us. Coolman: so this is obviously advantageous for the restaurants and the bars; but what about the other merchants' downtown with revenue. Collin: we host large events but a lot of places host smaller events; some ladies like to grab so wine and then walk around and shop; I think it benefits outside of our events. Coolman: no one has complained how people brining their liquor into their store. Collin: No. Lynch: with the DORA restaurants would not have to enclosed porches; sort of like the European who just set a table and chair on the side walk; no one would have to be pinned in to enjoy a beverage. Collin: yes, that is correct; for example a brewery in town has gotten permission from the owner of the parking garage next door, and people sit and drink and food trucks park there; they said it is what has saved them since the pandemic. Walker: so you allow, beer, wine and cocktails. Collin: yes. Bennett: Mayor Ebert, you are the one who is responsible to send the application to city council for approval, do you have questions at this time. Mayor: no, I don't have any questions for Collin at this time. Milliken: I think that in any other time, I would be OK with waiting and looking at this next year; but I would love to see this happen for our businesses who are struggling, I think this would help them. Amos agreed. Lynch: we have new buildings and room for new restaurants, would this make it look more attractive for businesses to come here. Walker: as much as I would like to see this happen right now too, but Hendershot has express the need for more deputies, but we need to make sure the Sergeant and the Mayor are confident about the decision. Mayor: I think the information that has been gathered and what we heard tonight are good references; but it hasn't changed my mind yet; I don't think it is the right time to start something new that requires deputies; the deputies are under a lot of work stress today, and rightfully so; I don't think it is the right time to be unloading this on them; I just don't have the right feeling for this right now. Coolman: Mayor, I understand what you're saying; how would you feel about starting like Lancaster did, and start slow with special events; we hire special duty officers anyway at the events. Mayor: I think the events that Destination Canal Winchester hold would be OK. Walker: some communities start small with just one day a week. Mayor: I just think at this time we need a break in period, where we can start out slow and work our way into it. Amos: so you're asking Destination to be a ginny pig, if you are applying for a seasonal permit, can a business can apply for an event permit as well. Bennett: at the end of the day it depends on the Mayor and his comfort level. I think it is safe to say he wants to start small with special events. Coolman: it is a complex situation, last meeting we talked about deputies, we already need an additional officer right now. So if I'm reading you tight Mayor, that's where you're getting at. Mayor: I also think the mood of people towards officers; I don't want to take a chance with people and our deputies. I too don't want to lose a deputy to DORA. Amos: I respectfully disagree; from all the communities we have talked they have all said, we have not seen an increase; generally what people do are not going to change; I don't think the DORA is going to monopolize the police force. Walker: and more questions; thank you Collin for coming in tonight.*

*Bennett: let's talk about redistributing the bed tax fund, and looking into..; 6% annually collected, out of that 6%, 1.5% goes directly to Destination, and the other 4.5% we can disperse as we see fit; I think we discussed the CWICC get a portion of those proceeds, should we be offering services for Human Services or Joint Rec, should we increase the amount we allocate for Destination; Jackson: can I clear something up before we get into this discussion; the way that the current ordinance is written 3% of the 6% goes into the general fund, 3% goes into the bed tax fund; 1.5% of the 3% bed tax fund goes to Destination Canal Winchester, and the other 1.5% is the digression of council; so while we are going around, you guys can do that every year without changing the ordinance. Bennett: but we don't have to put the 3% in the general fund. Jackson: yes, I would caution changing this ordinance and making it too specific; this should be discussed every year while the budget is being made. Bennett: of the 1.5%, what are we projecting that to be; the amount we could divvy out, what is the projection? Jackson: in 2019 we were projected at 70k into the bed tax fund that would be 35k for council; we actually took in 95k so half of 95k would be council's pot from 2019. Coolman: I think we should look at dollar amounts, as the community grows, we will have needs we don't even know about right now; if we earmark it to go to specific projects, but then have to back track, how are we going to do that; I would like council to keep that same dollar amount they give out every year; I would like to see council give out the same amount; and if Lucas needs it to make a purchase it comes through us and we approve it. Clark: I think we are going to build McGill Park, it's going to be our number one tourist attraction; if future council wants to do away with giving it to the park that's their prerogative; I don't really care at this point; its whatever, I just don't think the grants are that worthy. Bennett: Mr. Clark I see where you are coming from, we are building a 6 million dollar park, we should have the funding for maintenance already figured out. Bennett: 20k is a large sum of money for the grant program, maybe take it back to 10k or 12k; potentially I think we could; to a point that is a small pool of money and we need to do make sure we are doing the most we can with that. Lynch: I don't think the money should be used for the parks; we need to find another way to fund the maintenance of the park; the park will be used by the residents, I don't see it brings people from outside Canal. Clark: I disagree, it will bring people from outside Canal Winchester. Mayor Ebert agreed with Clark. Walker: the public was involved with McGill Park I think it will be a fabulous park and will bring people to Canal Winchester.*

#### 20-180

#### Racism as a Public Health Crisis

*Amos: So we had a resident reach out to us, there was a resolution declaring racism a public health crisis that Lithopolis put through and declaring an emergency; there is some information that has to be changed, the statistics and some things are not sited; overall the big thing is that the community is asking us to acknowledge that racism is in our community and to stop turning a blind eye; it talks about how different races receive different health care; working in a school that this is true and happens across the board; it think we need to consider to make sure the community knows we stand with them; Milliken: where I am at on this is, looking back when we had this discussion; our residents want to see action items; I looked at both the Reynoldsburg's ordinance and the Lithopolis' Resolution; and I feel like the resolution is more of an empty gesture; the ordinance is more of an action item, and I also found a lot of issues with the Lithopolis resolution. Amos: the reason I am touching on the resolution because it wasn't on the agenda I didn't know if I could talk about it; wouldn't you agree the resolution would be a stepping stone; I think we need to dig into the ordinance, there are a lot of things in there as a city; if we say we are going to do this we need to stand and say we are going to do this we need to stand that we will hold to it as well; we have to get law enforcement involved; this is a stepping stone; our community called for action items; we need to look into this and not let it go to the way side. Walker: the City of Canal Winchester's Board of Health is Franklin County; and I think we need to look towards the experts; and Franklin County has already honored a resolution; if we were to move forward with this I would like to see a Franklin County expert from the health department to speak; so they can walk us*

through it. Amos: I think it is an excellent idea; just some statistics; 1 in 1,125 Black Americans have died of COVID, whereas 1 in 2,450 White Americans; that's crazy to me. Bennett: what I would add to Mr. Milliken, it isn't a truly empty gesture, we are asking for inequality training, we are asking community partners to pursue the same training; we are asking can you consider this; the hard part is putting some guidance around what does this look like, how to make this better; it is a stepping stone to acknowledging an issue. Amos: does anyone have any suggestions before I give you a draft. Milliken: are taking this as a template, or are we looking to rewrite our own to be more specific for Canal Winchester. Amos: I was using it as a template. Walker: this might be why we should get more guidance from Franklin County; I think the guidance from the experts would be very important. Bennett: I think we should have the Board of Health come in and share their knowledge on what they have adopted; what is the best way to facilitate this. Jackson: we have some contacts we can get someone. Amos: should we suggest them come in to the next meeting. Jackson: I will let you know what I find out. Milliken: I just want to make sure we get this right; in this resolution the Village of Lithopolis was only mentioned three times; I want ours to be very focused on Canal Winchester.

**E. Adjournment @ 8:49 p.m.**

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

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



August 26, 2020

Dear Community Leader:

For more than a quarter century, Northeast Ohio Natural Gas Corp. ("NEO") has been committed to providing low-cost natural gas supplies and efficient, safe and reliable service to our valued customers and many of your constituents throughout Ohio. Our pledge to those standards are felt each day among our customers in the communities we have the pleasure of serving. We are proud of our history and look forward to further expanding our customer base as homeowners understand and take full advantage of the economic and environmental benefits of natural gas.

In December 2019, NEO acquired the assets of the Orwell Trumbull Pipeline Company ("OTP"). OTP provides the natural gas commodity source to a large number of NEO customers in a key area of the Company's service territory and, as an independent company, has been vital to the Company's efforts to effectively manage its distribution system. OTP's assets were integrated into NEO's operations prior to year-end 2019, upon approval from the Public Utilities Commission of Ohio ("PUCO").

This acquisition ensures safe, reliable and reasonably-priced natural gas supplies and service for NEO customers, and provides strategic long-term operating capabilities for the Company. Acquiring the OTP assets also enables NEO to upgrade its distribution infrastructure and improve system reliability. The Company is proposing an adjustment in rates that would be implemented as a supplemental infrastructure provision on customer billings. If approved by the PUCO, this rate adjustment will result in an increase of approximately \$2.07 per month to a typical residential customer's monthly bill, which is approximately a 3% increase to the total bill amount. This small increase will allow improved safety, reliability and fund a cost-effective asset that will improve the Company's long-term operating capability to serve existing and new customers.

We know you are interested in the impact of this Application on your community. The proposed tariffs and a copy of NEO's pre-filing notice are available at [www.neogas.com](http://www.neogas.com). The proposed rate increase is subject to change after the PUCO holds public hearings in this matter. Please feel free to contact Mr. Jason Massie, Controller, at 1-740-400-4308 if you have any questions or would like a copy of the proposed tariff sheets and typical bill comparison.

Sincerely,

A handwritten signature in blue ink, appearing to read "K. Oostman", written over a white background.

Ken Oostman, P.E.  
President

## Amanda Jackson

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**Subject:** [EXTERNAL] Online Form Submittal: Public Comment Submission

**From:** noreply@civicplus.com <noreply@civicplus.com>

**Sent:** Monday, August 31, 2020 1:29 PM

**To:**

**Subject:** [EXTERNAL] Online Form Submittal: Public Comment Submission

### Public Comment Submission

#### Public Comment

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

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|                |  |
|----------------|--|
| First Name     | Jenna  |
| Last Name      | Acklin   |
| Street Address | 55 Franklin St   |
| City           | Canal Winchester   |
| State          | OH   |
| Zip            | 43110-1245   |
| Email Address  | <a href="mailto:jenna.acklin@gmail.com">jenna.acklin@gmail.com</a> |
| Meeting Date   | 8/31/2020  |
| Subject/Topic  | Canal Winchester Racism  |

**Comment**

I am requesting that City Council not only pass a Resolution Declaring Racism a Public Health Crisis, but also an Anti-Discrimination Ordinance. I am also requesting that the City help to organize another chalking event where families can gather and share their experiences. Will Bennett organized this very quickly and I appreciate his work with CWJRD and Canal Winchester Schools. The CWJRD is interested in doing another event with us, but I cannot get a response from the school district.

Personally, as you know, my family had an incident in which our neighbor called the Sheriff on my 9 year old daughter because she chalked "Black Lives Matter" on the street in front of our driveway. Two days later, a news crew was at my house when the neighbor's daughter arrived screaming, wearing a

gun on a holster around her waist. She came onto my property and threatened both me and my 15 year old son, motioning to her weapon, stating she would "take care of us the old fashioned way." The City's response to recent events has been disappointing. I attended the Council meeting on racism and shared our story. Mayor Ebert said during that meeting, it was his understanding that woman was within her legal rights to do what she did. I also learned during that meeting that Councilman Milliken had old Facebook posts that are troublesome to say the least. These posts are prior to him taking office, but with our current race crisis, I feel it is important for him to speak about his current position. I suggested this to him and he has refused to address these posts, except to say he likes to focus on the present. We have the opportunity to come together as a small town and set an example for our nation. These are non-partisan issues and should be openly discussed. We can only learn from our mistakes if we own them.

In the last 3 months, a peaceful march organized by a local Canal Winchester graduate was met with a City shut-down, windows boarded at one restaurant, and armed men "protecting property" at two others. I did speak with Councilman Milliken, who stood with these men, and he confirmed they were armed and were there to protect property. On the same day, an armed man made a statement inside a restaurant that he was going to shoot them all, referring to the marchers. Another armed man told a Sheriff's Deputy that they were there for "backup". Most recently our town is receiving attention for a racist meme shared by an owner of two local businesses, laughing about an armed 17 year old murderer targeting a Black Lives Matter event.

Canal Winchester is appearing racist and dangerous. Please search your hearts and look beyond historic Canal Winchester. Greater Canal Winchester is a diverse, beautiful community, it is time our city makes it clear that we acknowledge that. I would ask that you review the WIMBY Pledge for consideration. It would be wonderful to have signs in all of our local businesses. [www.wimby.org](http://www.wimby.org)

The WIMBY Pledge: Welcome In My Back Yard!

I/we, who have signed below or online, affirm:

I welcome people of all walks of life in my school, university, workplace or neighborhood. I value human diversity in all its forms. I cherish my right to live according to my own values

and beliefs, and respect the rights of others to do the same. I am personally opposed to and will try to find ways to speak out against:

Housing discrimination and other forms of discrimination and harassment on the basis of race, color, creed, religion, national origin, sex (including sexual harassment), disability, familial status, marital status, age, source of income, student status, sexual orientation, gender identity, and gender expression;

Verbal and physical harassment and abuse of all kinds, especially against children;

Meanness in social media postings;

Racist, anti-Semitic and anti-Islamic acts;

The "not in my backyard" attitude toward group homes, foster-care homes, shelters, and public, cooperative, and subsidized housing; ethnic intimidation;

Anti-immigration and anti-immigrant actions and prejudice;

Anti-gay, lesbian and bisexual harassment and violence;

Anti-transgender and gender expression harassment and violence

I recognize that I may be affected by prejudices and stereotypes of various kinds developed during my life. Over the next year, I will try to better understand and reverse such attitudes in order to ensure that I do not act upon them.

Over the next twelve months, I intend to exercise my rights of free speech and political expression by keeping the W I M B Y sign on my home or office window or door for the next year, in order to increase consciousness in my school, university, workplace or neighborhood about the principles of this pledge.

I appreciate you reading my comments, I appreciate Pat Lynch, Will Bennett, and Jill Amos for reaching out to my family after I spoke to Council about our experience.

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**Amanda Jackson**

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**Subject:** [EXTERNAL] Online Form Submittal: Public Comment Submission

**From:** noreply@civicplus.com <noreply@civicplus.com>

**Sent:** Monday, August 31, 2020 2:57 PM

**To:**

**Subject:** [EXTERNAL] Online Form Submittal: Public Comment Submission

## Public Comment Submission

### Public Comment

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

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|                |  |
|----------------|--|
| First Name     | Kitty  |
| Last Name      | French   |
| Street Address | 230 Cherokee COurt N   |
| City           | Canal Winchester   |
| State          | Ohio   |
| Zip            | 43110  |
| Email Address  | <a href="mailto:kittymc4@gmail.com">kittymc4@gmail.com</a>   |
| Meeting Date   | 8/31/2020  |
| Subject/Topic  | Anti-discrimination  |
| Comment        | <p>Thank you, members of Canal Winchester City Council, Mayor Ebert, and City of Canal Winchester staff, and members of our local law enforcement for your service.</p> <p>Thank you for accepting public comment as you consider which actions you will take to address documented instances of racism and discrimination – including armed threats, which are part of this body's public record and Fairfield County Sheriff records - that continue to be detrimental to the quality of life and the positive, inclusive development of our community.</p> <p>As elected municipal leaders of a growing near-Columbus suburb and a school district which is party to the Columbus Win-Win agreement, you have a unique opportunity and responsibility as legislators in the City of Canal Winchester.</p> |

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As you know, Canal Winchester's narrow city (electoral) boundaries and those of the CW School District (and Greater Canal Winchester community members) vary widely.

City of CW demographics:

White (not Hispanic or Latino): 86.2%

Black: 5.5%

Two-or-more-races: 4.1%

Hispanic or Latino: 2.7%

Asian: 1.4%

American Indian: 0%

CW School District demographics:

White: 72%

Black: 23%

Two-or-more races: 2%

Hispanic or Latino: 2%

Asian: 1%

CW's Win-Win agreement with the city of Columbus means that districts and municipalities no longer share the same boundaries. Intentional or unintentional, the practical effect is the disenfranchisement from local governance of Greater Canal Winchester residents who pay school district taxes but live just beyond the town boundary. These are, nonetheless, the families that work, worship, shop, volunteer, and go to school in the city you govern.

As you can tell by the demographics, the real outcome is the disenfranchisement of the majority of the Black families who are part of the Greater Canal Winchester community from voting – or running for office – in CW Council or mayoral elections. Though these families are prevented from casting votes - or running against you – it is vital to the wellbeing of our entire community that you recognize these locals' contributions and respect the outcomes of your policies on their lives. A great many of your constituents expect you to rise to that challenge – as evidenced by the hundreds who marched for racial justice and equity on June 5, 2020, in the first protest march in the history of the city of Canal Winchester.

During the march and the June 23 Townhall, you heard testimony from community members who have experienced - or witnessed firsthand – racism in the community you govern. Young people in our community witness fresh acts of racism everyday on Canal Winchester message boards – even from pillars of our local business community. Without action from

you as leaders, such bigotry will continue to poison locals' experiences here and the public perception of what our town is about. Many solutions were proposed by your community during the June 23 Townhall, yet little action has been taken.

To that end, this body must take decisive action to recognize racism as a public health crisis in Canal Winchester (as Lithopolis has done) and pass an anti-discrimination ordinance – one that guarantees that public policy and public dollars, including those raised for Destination CW's economic development promotions, include anti-discrimination expectations.

To fail to take action, given all of the documented racism, is to fail in your duties to this town and its future.

Thank you to those Councilmembers who marched and the businesses who, like Canal Winchester Schools' educators and leaders, have had the courage to call for increased racial equity and justice in Canal Winchester. We stand with our neighbors, our fellow parents, and our students in asserting that racism - on an individual level and in city policies and public safety - is unacceptable in our community.

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# Proclamation

**Whereas:** This year approximately 191,930 men will be diagnosed with prostate cancer in the United States alone every year – that’s one man every 2.7 minutes and roughly 33,330 die this year from the disease – which 92 men everyday; and

**Whereas,** in Ohio an estimated 7,030 new cases of prostate cancer will be diagnosed and an estimated 1,200 deaths will occur in 2020; and

**Whereas,** Men with relatives – father, brother, son – with a history of prostate cancer are twice as likely to develop the disease. Prostate cancer is most commonly diagnosed cancer in American Men and the third leading cause of cancer death behind lung and colon cancer; and

**Whereas,** 1 in 9 men are diagnosed with prostate cancer in his lifetime. 1 in 6 African American men will develop prostate cancer in his lifetime. Overall, African American men are 1.7 times more likely to be diagnosed with—and 2.3 times more likely to die from—prostate cancer than white men. Men who served in the military who have been exposed to chemicals and herbicides are at higher risk for developing prostate cancer; and

**Whereas,** Education regarding prostate cancer and early detection strategies is critical to saving lives, preserving, and protecting our families. The economic and social hardship it has on the families is huge; and

**Now Therefore,** I, Michael Ebert, Mayor of the City of Canal Winchester, Ohio do hereby designate the month of September 2020 as

**“Prostate Cancer Awareness Month”**

In the City of Canal Winchester and I encourage all male citizens to be proactive about their prostate health.

**In Witness Whereof,** I have hereunto set my hand and caused the Seal of the City of Canal Winchester, Ohio to be affixed this 3rd day of September, in the year of our Lord Two Thousand Twenty.

  
\_\_\_\_\_  
Michael Ebert, Mayor



# Proclamation

**Whereas:** Childhood cancer is the leading cause of death by disease in children, and 1 in 285 children in the United States will be diagnosed by their 20<sup>th</sup> birthday. There are approximately 40,000 children on active treatment at any given time; and

**Whereas** the average age of diagnosis is 6 years old, compared to 66 years for adults' cancer diagnosis. On average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years; and

**Whereas,** two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening. Approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe; and

**Whereas,** in the last twenty years only four new drugs have been approved by the FDA to specifically treat childhood cancer; and

**Whereas,** hundreds of non-profit organizations at the local and national level including the Friends of Faith Pruden Foundation are helping children with cancer and their families cope through educational, emotional and financial support; and

**Whereas,** researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer. This deadly disease affects too many children and more must be done to raise awareness and find a cure.

**Now, Therefore,** I, Michael L. Ebert, Mayor of the City of Canal Winchester proclaim the month of September 2020

## ***Childhood Cancer Awareness Month***

And urge all of our residents to observe Childhood Cancer Awareness Month and support this cause that so deeply impacts families in every community across our country.

***In Witness Whereof,*** I have hereunto set my hand and caused the Seal of the City of Canal Winchester, Ohio to be affixed this 3rd day of September, in the year of our Lord, two thousand twenty.



Michael L. Ebert, Mayor



# Proclamation

**Whereas:** September 17, 2020 marks the two hundred and thirty third anniversary of the drafting of the Constitution of the United States of America by the constitutional Convention; and

*Whereas,* it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation; and

*Whereas,* it is fitting and proper to officially recognize the patriotic celebrations which will commemorate the occasion; and

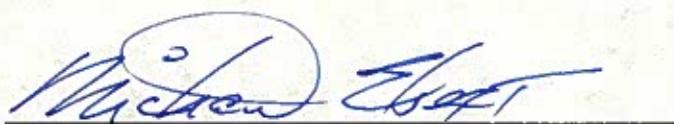
*Whereas,* public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designation September 17 through 23 as constitution week;

*Now Therefore,* I, Michael Ebert, by virtue of the authority vested in me as the Mayor of the City of Canal Winchester, Ohio, do hereby proclaim September 17 through 23, 2020 to be

## *Constitution Week*

in the City of Canal Winchester, and I ask our citizens to reaffirm the ideals the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

*In Witness Whereof,* I have hereunto set my hand and caused the Seal of the City of Canal Winchester, Ohio, to be affixed this 3<sup>rd</sup> day of September in the year of our Lord Two Thousand Twenty.



Michael Ebert, Mayor





*Madison Township Police Department*  
*Office of Chief*

**To:** *Mayor Mike Ebert and City of Canal Winchester Council*  
**From:** *Gary B. York, Police Chief*  
**cc:** *Susan Brobst, Township Administrator, File*  
**Date:** *September 3, 2020*  
**Re:** *Monthly Stat Report*

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Mayor Ebert and Council,

This memorandum contains the monthly activity and calls for service for the Madison Township Police Department inside the City of Canal Winchester Corporation limits for August 2020.

Due to a GEO coding issue, all calls for service since January 1<sup>st</sup>, 2020, were reviewed for accuracy. Some corrections were made, that could potentially lead to a different year to date total for calls for service and tickets written with your corporation limits.

If you should have any questions, please let me know.

*“Community Service...Together we can make a difference”*

**Madison Township Police Department**  
**Activity Summary**  
**City of Canal Winchester Corporation limits (Madison Township - Franklin County)**

|   | <b>8/1-31/2020</b> | <b>Y-T-D Total</b> |
|---|--------------------|--------------------|
| Total Calls for Service - Madison Township                            | 2,358              | 13,922             |
| Total Dispatched Calls - Madison Township                             | 335                | 2,351              |
| Total Non-Dispatched Calls - Madison Township                         | 397                | 3,292              |
| Total Calls for Service - City of Canal Winchester Corporation limits | 151                | 978                |
| Total Tickets - City of Canal Winchester Corporation limits           | 5                  | 60                 |
| Total Patrol Miles Driven - Madison Township                          | 13,271             | 103,133            |

*“Community Service...Together we can make a difference”*



# MADISON TOWNSHIP PD

*City of Canal Winchester Corporation limits - Anything inside*

| Nature Code                    | Totals |
|--------------------------------|--------|
| Assist Other Unit - Mutual Aid | 8      |
| Business Check                 | 14     |
| Investigate Complaint          | 1      |
| Investigation or Follow Up     | 2      |
| On Patrol                      | 99     |
| Property Damage Accident       | 1      |
| Special Detail                 | 2      |
| Squad Needed                   | 1      |
| Suspicious Car                 | 1      |
| Suspicious Person              | 1      |
| Suspicious Person/Vehicle      | 2      |
| Traffic Detail                 | 9      |
| Traffic Stop                   | 10     |

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**Grand Total for this report is 151**



# MADISON TOWNSHIP POLICE DEPARTMENT TICKET REPORT BY DATE AND GEO

For time period between 08/01/2020 and 08/31/2020

*City of Canal Winchester Corporation limits - Anything inside*

| <u>CFS#</u> | <u>Date</u> | <u>Location</u>         | <u>Geo</u> | <u>ORC</u>   | <u>Offense</u>          | <u>Issuing Officer</u> | <u>Ticket#</u> |
|-------------|-------------|-------------------------|------------|--------------|-------------------------|------------------------|----------------|
| 20M-014249  | 08/08/2020  | US RT 33 NEAR GENDER RD | 4          | 4510.12A1    | DRIVERS LICENSE OFFENSE | Officer R. Manning-24  | 078280         |
| 20M-014249  | 08/08/2020  | US RT 33 NEAR GENDER RD | 4          | 4511.34      | FOLLOWING TO CLOSE      | Officer R. Manning-24  | 078280         |
| 20M-015483  | 08/22/2020  | US RT 33 NEAR GENDER RD | 4          | 4511.33      | MARKED LANES OF TRAVEL  | Officer R. Manning-24  | 078283         |
| 20M-015483  | 08/22/2020  | US RT 33 NEAR GENDER RD | 4          | 4511.33      | MARKED LANES OF TRAVEL  | Officer R. Manning-24  | 078283         |
| 20M-015483  | 08/22/2020  | US RT 33 NEAR GENDER RD | 4          | 4510.16A, 45 | DRIVERS LICENSE OFFENSE | Officer R. Manning-24  | 078283         |

**Total Tickets Filed: 2**

**Total Charges Written 5**

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE  
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES  
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(CITY COUNCIL)  
OHIO REVISED CODE, SECTION 5705.34, 5705.35

The Council of the City of CANAL WINCHESTER, Franklin County

Ohio, met in \_\_\_\_\_ session on the \_\_\_\_\_ day of \_\_\_\_\_,  
(Regular or Special)  
2020, at the office of \_\_\_\_\_ with the following members

present:

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

\_\_\_\_\_ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2021; and

WHEREAS, The Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of CANAL WINCHESTER

Franklin County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted: and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2020 (collection year 2021) as follows:

**SCHEDULE A**

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY APPROVED BY THE  
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES**

| <i>FUND</i>                        | <i>Amount to be<br/>Derived from<br/>Levies Outside<br/>10 Mill<br/>Limitation</i> | <i>Amount Approved<br/>by Budget<br/>Commission<br/>Inside 10 Mill<br/>Limitation</i> | <i>County Auditor's<br/>Estimate of Full Tax<br/>Rate to Be Levied</i> |                                      |
|------------------------------------|--|---|--|--------------------------------------|
|                                    |  |   | <i>Inside<br/>10 Mill<br/>Limit</i>                                    | <i>Outside<br/>10 Mill<br/>Limit</i> |
| <i>General</i>                     |  | \$535,619.38  | 2.00   |                                      |
| <i>General Fund Charter</i>        |  |   |  |                                      |
| <i>Bond Retirement</i>             |  |   |  |                                      |
| <i>Bond Retirement Charter</i>     |  |   |  |                                      |
| <i>Police Pension</i>              |  |   |  |                                      |
| <i>Police Operating</i>            |  |   |  |                                      |
| <i>Fire Pension</i>                |  |   |  |                                      |
| <i>Fire Operating</i>              |  |   |  |                                      |
| <i>Police/Fire Pension</i>         |  |   |  |                                      |
| <i>Capital Improvement Charter</i> |  |   |  |                                      |
| <i>Road &amp; Sidewalk Fund</i>    |  |   |  |                                      |
| <b>TOTAL</b>                       |  | <b>\$535,619.38</b>   | <b>2.00</b>  |                                      |

*and be it further*

*RESOLVED, That the Clerk of this Council be and is hereby directed to certify a copy of  
this Resolution to the County Auditor of said County.*

\_\_\_\_\_ *seconded the Resolution and the roll being  
called upon its adoption the vote resulted as follows:*

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

*Adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2020.*

*Attest:*

\_\_\_\_\_  
*Clerk of Council*

\_\_\_\_\_  
*President of Council*

*CANAL WINCHESTER  
Franklin County, Ohio.*

**CERTIFICATE OF COPY  
ORIGINAL ON FILE**

*The State of Ohio, Franklin County, ss.*

I, \_\_\_\_\_, Clerk of the Council of the City of

CANAL WINCHESTER within and for said County, and in whose

custody the Files and Records of said Council are required by the Laws of State of Ohio to be kept

do hereby certify that the foregoing is taken and copied from the original \_\_\_\_\_

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now on file, that the foregoing has been compared by me with said original

document, and that the same is a true and correct copy thereof.

WITNESS my signature, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk of Council

CANAL WINCHESTER

Franklin County, Ohio.

**ORDINANCE NO. 20-033**

**AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR THE GREENGATE RESIDENTIAL DEVELOPMENT**

WHEREAS, the final development plan for Greengate Residential Development has been approved with conditions by the Planning and Zoning Commission; and

WHEREAS, per Ordinance No. 52-01, all final development plans of the Pifer property are also to be approved by the Council of the City of Canal Winchester.

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

SECTION 1. That the City Council hereby approves the Final Development Plan for Greengate Residential Development which is attached hereto as Exhibit A, subject to and conditioned upon, with the following conditions:

1. The turn lane improvements along Hill Road be constructed with Phase 1 of the development.
2. The applicant is responsible for the proportional share of offsite traffic improvements.

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 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

Application for  
Final Development Plan  
**Greengate Residential Development**

City of Canal Winchester, Ohio

January 21, 2020

revised 9-1-2020

Applicant: DDC Management  
3601 Rigby Rd, Suite 300  
Miamisburg, OH 45342  
(937) 401-3844  
Ryan Reed

Property Owners: Pifer Tract Five Limited Partnership  
1519 Bottomwood Dr.  
Hebron, KY 41048

Tipani Pifer Hickey  
9450 E. State Road 32  
Zionsville, IN 46077

Property: Hill Rd, Canal Winchester, Ohio 43110

Approx. Site Total: 46.17± acres

Tax Parcel Numbers: 0420388600  
0420388500

Project Engineer/Planner: CESO, Inc.  
2800 Corporate Exchange Drive, Suite 160  
Columbus, Ohio 43231  
(614) 942-3019  
Jonathan S. Buchanan, PE

Project Developer: DDC Management  
3601 Rigby Rd, Suite 300  
Miamisburg, OH 45342  
(937) 401-3844  
Ryan Reed

Proposed Application: PRD-Planned Residential District development plan and text  
detached condominiums (Zoning per Ordinance No. 52-01 passed  
9/17/2001)

Project Narrative:

The project site consists of approximately 46.17 acres located on the west side of Hill Road, north of Carriage Place. The site, zoned PRD, is comprised of farm field and woods.

Currently located around the proposed development to the:

- north of the property is Busey Rd
- south of the property is US 33
- east of the property is farm field
- west of the property is Redwood Canal Winchester Subdivision

The proposed development will consist of a detached condominium development (approximately 191 pads).

Utilities/Public Services:

- A. All utilities shall be underground, whenever possible, except for telephone and cable pedestals and electric transformers.
  1. Waterline: Waterline service throughout the development will be public.
  2. Sanitary: Sanitary service throughout the development will be public.
  3. Drainage: A retention pond is being proposed at the southwest corner of the residential development. Maintenance of the retention pond will be the responsibility of the Condominium Association.

Traffic

A. Traffic Impact Study

- 1. A Traffic Impact Study has been conducted and provided with the Final Development Plan. Traffic improvements shall be subject to County and City approval.
- 2. Roadway improvements along Hill Road shall be installed in accordance with the approved Traffic Study recommendations.

Residential Development Standards

The following are Development Standards for the Subdivision, provided however, in the event a standard, provision, or requirement is not provided, the standards, provisions and requirements set forth in the Ordinance 41-01 including any amendments as were in effect as of September 17, 2001.

A. General Standards

|                    |  |
|--------------------|--|
| Site Acreage:      | 46.17 Acres  |
| Number of Pads:    | 191 pads   |
| Typical Pad Size:  | 30'x 75'   |
| Building Setbacks: | 25' (Front) from Right of Way / 10' (Side)<br>Between Buildings / 25' (Rear) |

- 1. All proposed roads are public and designed to comply with city standards, unless otherwise noted on the Development Plan.
- 2. On street parking will be allowed on both sides of the street.

B. Building, Setback and Height Restrictions

- 1. Subject to rules the board of directors adopts, the board may authorize the use of Limited Common Elements, as distinguished from the Common Elements and Exclusive Use Areas, for the construction of open, unenclosed patios and decks or similar improvements provided that the improvements are attached to the Unit, maintained and insured by the owner of the Unit to which the Limited Common Area is appurtenant.
  - i. The side boundaries of the Limited Common Area shall generally be as follows:
    - The side boundary line shall be the line that divides the distance between the Unit and the adjacent Unit extending from the front of the primary structure of the Unit to the rear of the primary structure of the Unit.
    - If the side of a Unit is not adjacent to another Unit, then the side

boundary line on that side of the Unit shall be a maximum of five (5') feet.

- ii. The rear boundary of the Limited Common Area shall generally be as follows:
  - The rear boundary line shall be thirty (30') feet from the rear of the primary structure of the Unit extending from one side boundary of the Unit to the other side boundary of the Unit.
2. No fences other than “invisible fences” for pet containment shall be allowed.
3. Dwelling Units shall be single-family, detached residences. The maximum building height shall not exceed thirty feet (35') in height from top of foundation to ridge of roof line.
4. There shall be no maximum lot coverage requirement.
5. House square footages (which shall be defined as habitable, heated, above-ground living space) shall be not less than twelve hundred (1,200) square feet.

C. Architectural and Design Standards:

These requirements shall apply to the construction of all new homes within the Greengate Residential Subdivision.

The following is the approved text from the approved PRD:

***“Exterior Building Standards:** The attached condominiums, detached condominiums and apartments shall each incorporate common elements of style, color, schemes and materials such that they are architecturally compatible and complimentary. The exact style, color and materials for each area and use shall be submitted to the Villages approval along with the Final Site Plans and Final Engineering Drawings for each site.”*

To further clarify the previously approved language, the following requirements shall supplement the approved language for the PRD Area:

**Exterior Building Standards:**

**Eaves:** Eaves and overhangs are required and in no case shall be less than eight (8) inches on any elevation

**Garage Door:** Garage doors shall incorporate windows.

## **Finish Building Materials:**

All vinyl materials must have a minimum thickness of 0.042 inches.

A masonry water table, with a minimum height of two (2) feet from top of foundation, shall be included on the foremost face of the front elevation (i.e. front wall closest to street)

Each side elevation must contain at least three (3) total design elements for any two (2) story home and two (2) design elements for any single (1) story home. Typical design elements are included below, but this list is not all-inclusive.

The eligible design elements are as follows:

- A window of at least six (6) square feet in area. A set of adjacent windows, such as double or bay windows, shall be considered as one element.
- A Door of at least (17) Seventeen square feet
- An articulated gable vent of at least four (4) square feet in area.
- A dormer.
- Porches, decks, balconies or similar structure (the side of which shall not be considered a design element).
- Sunroom
- Architectural cornice returns.

## **Condominium Association Responsibilities**

1. Condominium Association: All residential property owners located within Greengate will be required to join and maintain membership in a forced and funded condominium association (the "Association"), which will be formed prior to any units being sold.
2. Association shall be responsible for lawn maintenance for common areas and exclusive use areas. Lawn maintenance, by the Association, for Limited Common Areas shall be determined by the board of directors on a case by case basis.
3. Reserve areas/common areas and landscaping of those reserve areas are to be maintained by the Association.
4. The homeowner will be responsible for maintenance and repair of own dwelling structure.
5. The Board will be turned over at the expiration of the Development Period. Within ninety (90) days after the expiration of the Development Period, the President of the Association shall call a special membership meeting ("Development Period Special Meeting"). At the

Development Period Special Meeting, all Declarant appointed Directors shall be deemed removed from office, and the Class A Members, including the Declarant if it is then an Owner, shall elect a Director to fill each vacancy on the Board.

Development Period. "Development Period" means the period commencing on the date on which this Declaration is recorded and terminating on the earlier to occur of: (i) within thirty (30) days following the date when one hundred percent (100%) of the Dwelling Units which may be built on the Property or Additional Property have been deeded by either Declarant and/or any Builder to a third party purchaser; or (ii) thirty (30) years from the date of recording of the Declaration.

Landscaping, and/or Screening Commitments

The proposed development shall comply with all landscape regulations set forth in part eleven Chapter 1191 of the codified ordinances of Canal Winchester.

## APPENDICES

- A. Final Development Plan Application
- B. Final Development Plan
- C. Traffic Study
- D. Detached Condominium Elevations
- E. Council Ordinance 52-01

To view the appendices, please click [here](#).



Engineers, Surveyors, Planners, Scientists

## MEMO

Date: June 26, 2020  
To: Lucas Haire  
From: Shane Spencer, PE  
Subject: Greengate Area Intersection Improvements  
Copies: Bill Sims

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Conceptual level planning estimates have been compiled for the Diley Road/Greengate Boulevard intersection and the Kings Crossing/Hill Road intersection improvements as defined in the Traffic Impact Study for the Greengate Residential Development, revised May 8<sup>th</sup>, 2020. Copies of the recommended improvement schematics from the TIS are attached hereto. The following summarizes the improvements considered, assumptions and estimated costs:

**1. Diley Road/Greengate Boulevard/Howe Industrial Intersection:** Improvement to include:

- Installation of a four-leg mast-arm traffic signal
- Addition of a 500' SB LT lane (requires some median removal)
- Lengthening of the existing NB LT lane to 245' (requires some median removal)
- Construction of the first 225' of Greengate Boulevard (3-lane Section) includes 225' WB LT lane
- No improvements anticipated on Home Industrial Parkway intersection leg
  
- **Diley Road Segment** – From approximately 665' north to 325' south of the proposed intersection
  - Roadway is currently improved with curb and gutter, median islands, drainage, water, sanitary, street lighting, etc.
  - Improvements assumed to include:
    - Removal of the entire median island to the north and a portion of the median island to the south
    - Full depth pavement replacement in the areas of median island removal
    - Mill and overlay entire roadway width within the project limits
    - Signage and striping
    - Complete traffic signal installation
  
- **Greengate Boulevard Segment** – From the Diley Road edge of pavement east approximately 250'
  - Improvements assumed in include:
    - Construction of new roadway and curbing to the road 36 feet in width with drainage system
    - Included 5 feet wide sidewalk along the south side
    - Included 8 feet wide SUP along the north side
    - Included standard street lighting system
    - Assume no cost for additional R/W

**Costs:** Total project cost for intersection improvement estimated at: **\$902,730**

- Includes 15% general contingency
- Includes 20% for engineering and CA/CI
- Detailed estimate is attached hereto

**Developer Cost Sharing Responsibility:** Table 17 from the TIS (shown below) assigns the percentage of traffic realized at this intersection as a result of the proposed development to be 4.6% in the AM peak and 3.9% in the PM peak with a resulting average of 4.3%. Applying this percentage results in a prorated responsibility from the development for the improvement to be:

$$4.3\% \times \$902,730 = \underline{\$38,817}$$

**2. Kings Crossing/Hill Road Intersection:** Improvements to include:

- Installation of a 3-leg mast arm traffic signal
- Widening of Kings Crossing to provide 2-lanes EB for 300' west of the intersection
- **Kings Crossing -** from just west of the Meijer entrance drive, east to the Hill Road intersection
  - Full depth widening of Kings Crossing to allow for the addition of a left turn lane to Hill Road
  - Mill and overlay from the radius return of the Meijer entrance drive to the radius returns on Hill Road
  - 5% full depth pavement repairs for the project limits
  - Complete traffic signal installation
  - No pedestrian improvements
  - Roadway will remain uncurbed
  - Drainage improvements limited to regrading of roadside swale
  - Assume SCP on the east side of Hill Road will need to be relocated or raised to avoid conflict with signal poles
  - Extension of decorative street light system to the intersection

**Costs:** Total Costs Estimated to be: **\$580,320**

- Includes 15% general contingency
- Includes 20% for engineering and CA/CI
- Detailed Estimate attached hereto

**Developer Cost Sharing Responsibility:** Table 17 from the TIS (shown below) assigns the percentage of traffic realized at this intersection as a result of the proposed development to be 6.6% in the AM peak and 4.7% in the PM peak with a resulting average of 5.7%. Applying this percentage results in a prorated responsibility from the development for the improvement to be:

$$5.7\% \times \$580,320 = \underline{\$33,078}$$

Traffic Impact Study – Proposed Greengate Residential Development  
City of Canal Winchester, Fairfield County, Ohio



**Table 17 (Continued)**  
**Greengate Development Impact – 2024 and 2034 Build**

| Intersection   | Movement               | Greengate Development Volume (am/pm) | Total Volume (am/pm) | % Impact (am/pm) |
|--|------------------------|--------------------------------------|----------------------|------------------|
| <b>2034 Build Traffic Scenario (Continued)</b>           |                        |                                      |                      |                  |
| Hill Road & Kings Crossing                               | Intersection Overall → | 52/70                                | 793/1490             | 6.6%/4.7%        |
|  | EBL                    | 0/0                                  | 257/241              | 0%/0%            |
|  | EBT                    | 2/6                                  | 17/82                | 11.8%/7.3%       |
|  | WBT                    | 5/4                                  | 13/60                | 38.5%/6.7%       |
|  | WBR                    | 34/22                                | 310/288              | 11.0%/7.6%       |
|  | SBL                    | 11/38                                | 123/419              | 8.9%/9.1%        |
|  | SBR                    | 0/0                                  | 73/400               | 0%/0%            |
| Diley Road & Howe Industrial Parkway/Greengate Boulevard | Intersection Overall → | 76/99                                | 1640/2517            | 4.6%/3.9%        |
|  | EBL                    | 0/0                                  | 8/18                 | 0%/0%            |
|  | EBT                    | 0/0                                  | 0/0                  | 0%/0%            |
|  | EBR                    | 0/0                                  | 13/48                | 0%/0%            |
|  | WBL                    | 34/22                                | 63/147               | 54.0%/15.0%      |
|  | WBT                    | 0/0                                  | 0/0                  | 0%/0%            |
|  | WBR                    | 23/14                                | 32/75                | 71.9%/18.7%      |
|  | NBL                    | 0/0                                  | 59/9                 | 0%/0%            |
|  | NBT                    | 0/0                                  | 564/1124             | 0%/0%            |
|  | NBR                    | 11/38                                | 39/136               | 28.2%/27.9%      |
|  | SBL                    | 8/25                                 | 32/117               | 25.0%/21.4%      |
|  | SBT                    | 0/0                                  | 803/835              | 0%/0%            |
|  | SBR                    | 0/0                                  | 27/8                 | 0%/0%            |

**ORDINANCE NO. 20-036**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR SANITARY SEWER LINES FROM THREE FOUNTAINS CW, LLC**

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for the purposes of future sanitary sewer services to properties located between Groveport Road and Comorant Way;

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

Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for sanitary sewer lines, with the terms attached hereto as Exhibit A, and as more fully described in the legal description and plat of survey for Sanitary Sewer Easement attached hereto as Exhibit B and incorporated herein by reference.

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

**SANITARY SEWER EASEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

**GRANTOR:**

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

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

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

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

STATE OF OHIO            )  
  ) SS  
COUNTY OF FRANKLIN )

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

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

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

## EXHIBIT A

FRANKLIN COUNTY, OH

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

Instrument #: 202006080079097

Page: 5 of 7

### 8.603 ACRES

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 25, Township 11, Range 21, Congress Lands, being part of that 19.150 acre tract of land conveyed to Rockford Homes, Inc. by deed of record in Instrument Number 200210090253068 (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

Beginning, for reference, at a mag nail set at the centerline intersection of Groveport Road and Thrush Drive;

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

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

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

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

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

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

Thence North 88° 17' 46" West, crossing said 19.150 acre tract, a distance of 358.09 feet to an iron pin set at the southeasterly corner of that 2.117 acre tract conveyed to Canini Properties Ltd. by deed of record in Instrument Number 200509090187284, at the northeasterly terminus of the right-of-way of Cormorant Drive;

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

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

---

The bearings shown hereon are based on the same meridian as the subdivision entitled "The Villages at Westchester Section 6", of record in Plat Book 90, Page 54, Recorder's Office, Franklin County, Ohio, showing a bearing of South 88° 03' 40" East for the centerline of Groveport Road.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

N-012-FFA  
ALL OF  
(184)  
002267

EVANS, MECHWART, HAMBLETON & TILTON, INC.

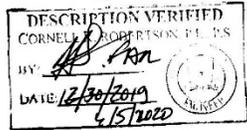
Matthew A. Kirk

10 Dec 19

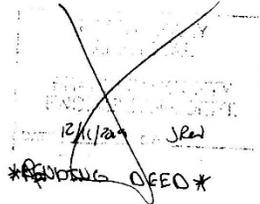
Matthew A. Kirk

Date

Professional Surveyor No. 7865



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



**EXHIBIT B**

**SANITARY SEWER EASEMENT  
0.827 ACRE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SANITARY SEWER EASEMENT  
0.827 ACRE**

-2-

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

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

*Matthew A Kirk*

29 JULY 20

Matthew A. Kirk  
Professional Surveyor No. 7865

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





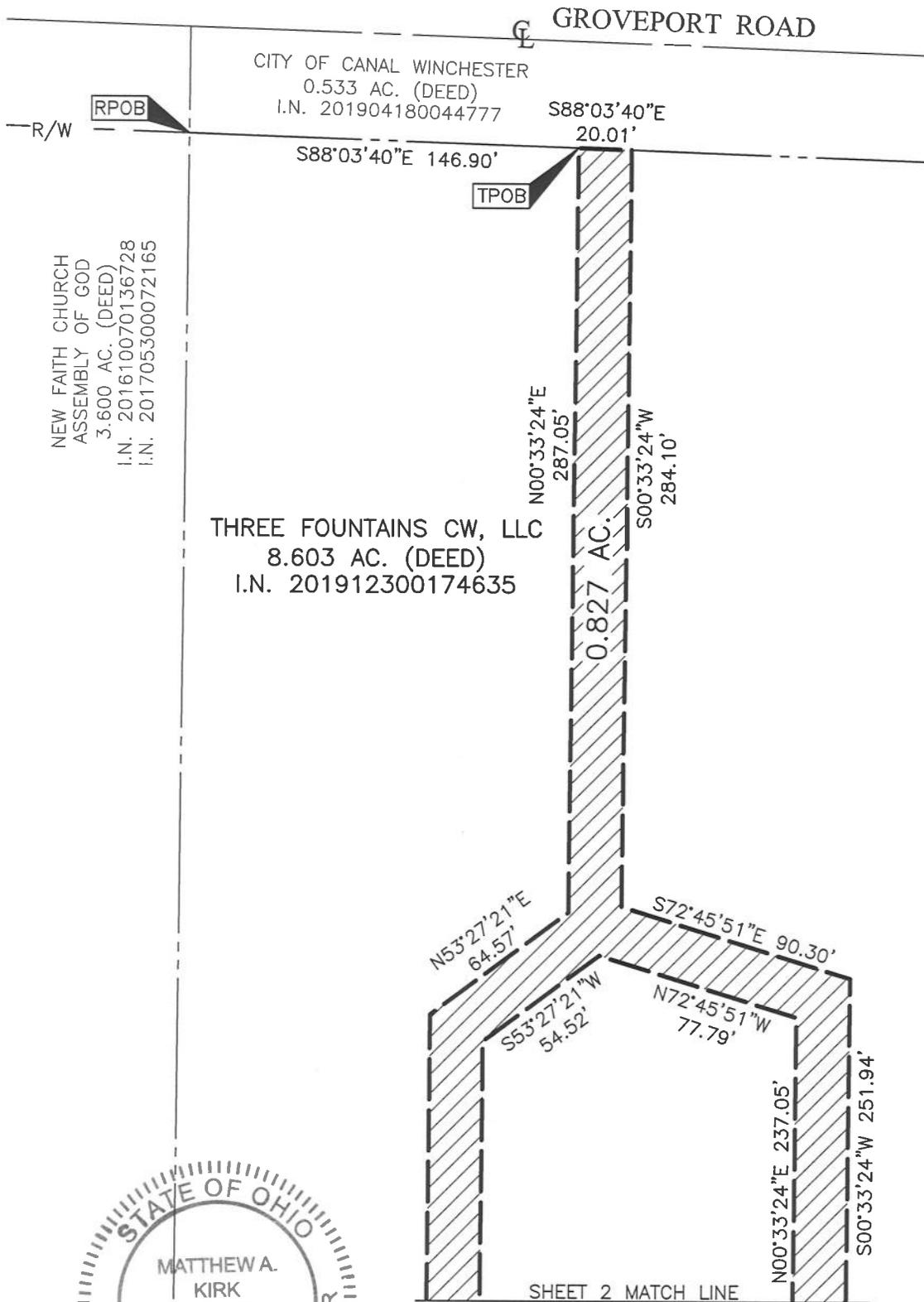
Evans, Mechwart, Hambleton & Tilton, Inc.  
 Engineers • Surveyors • Planners • Scientists  
 5500 New Albany Road, Columbus, OH 43054  
 Phone: 614.775.4500 Toll Free: 888.775.3648  
 emht.com

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

Date: July 29, 2020

Job No: 2019-0401

Scale: 1" = 60'



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



*Matthew A. Kirk*  
 Matthew A. Kirk  
 Professional Surveyor No. 7865  
 mkirk@emht.com  
 Date 29 July 20





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

# SANITARY SEWER EASEMENT

SECTION 25, TOWNSHIP 11, RANGE 21

CONGRESS LANDS

CITY OF CANAL WINCHESTER,

COUNTY OF FRANKLIN, STATE OF OHIO

Date: July 29, 2020

Job No: 2019-0401

Scale: 1" = 60'

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

SHEET 1 MATCH LINE

N89°26'36"W  
20.00'

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

N00°33'24"E 665.30'

0.827 AC.

S00°33'24"W 647.94'

S89°26'36"E  
20.00'

N00°33'24"E 260.35'

S00°33'24"W  
290.16'

S40°07'45"E  
45.07'

N88°48'30"E  
82.66'

N40°07'45"W  
68.44'

N88°17'46"W 107.40'

☪ CORMORANT DRIVE

ROCKFORD HOMES, INC.

REMAINDER OF 19.150 AC. (DEED)

I.N. 200210090253068



GRAPHIC SCALE (in feet)

**ORDINANCE NO. 20-038**

**AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF CANAL WINCHESTER, OHIO, AND DECLARING AN EMERGENCY**

WHEREAS, Section 731.23 of the Ohio Revised Code provides for the publication and certification of ordinances in book form, and

WHEREAS, the Council of the Village of Canal Winchester, Ohio has had the matter of the updating and general revision of the ordinances before it for some time, and

WHEREAS, it has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such updating service, and

WHEREAS, the updating of such ordinances, together with the new matter to be adopted, the matters to be amended and those to be repealed are before the Council;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Canal Winchester, Ohio:

SECTION 1. That the editing, arrangement and numbering or renumbering of the ordinances of Canal Winchester, Ohio of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2020 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2. The following sections of the Traffic and General Offenses Codes, as amended are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

Traffic Code

- 331.43 Wearing Earplugs or Earphones Prohibited. (Amended)
- 333.03 Maximum Speed Limits. (Amended)
- 335.09 Display of License Plates or Validation Stickers; Temporary License Placard. (Amended)
- 335.091 Operating Without Dealer or Manufacturer License Plates. (Added)
- 337.27 Drivers and Passengers Required to Wear Seat Belts. (Amended)
- 341.03 Prerequisites to Operation of a Commercial Motor Vehicle. (Amended)
- 373.02 Riding Upon Seats. (Amended)
- 373.03 Attaching Bicycle to Vehicle. (Amended)
- 373.10 Motorized Bicycle Operation. (Amended)

General Offenses Code

- 513.01 Drug Abuse Control Definitions. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternate Nicotine Products. (Amended)
- 549.01 Weapons Definitions. (Amended)

SECTION 3. That the Clerk of Council shall cause to be published in a manner required by law this Adopting Ordinance together with a brief summary of new matter contained in the 2020 Replacement Pages. Sections in the Codified Ordinances without any previous ordinance history indicate that section contains new matter enacted by this Adopting Ordinance.

SECTION 4. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reason set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

**ORDINANCE NO. 20-039**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CLEAN OHIO TRAIL FUND PROGRAM STATE/LOCAL GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE PROPOSED MCGILL PARK TRAIL CONNECTOR AND TO DECLARE AN EMERGENCY**

WHEREAS, the City of Canal Winchester desires to improve public parks and complete improvements contemplated in the approved Canal Winchester Parks Master Plan; and

WHEREAS, the City of Canal Winchester was authorized to apply for a Clean Ohio Trails Fund Grant by Resolution 19-002 administered by the Ohio Department of Natural Resources;

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

Section 1. That the Mayor is hereby authorized to accept grant funds in the amount of \$450,828 from the Ohio Department of Natural Resources through the Clean Ohio Trail Fund Grant and to enter into a Clean Ohio Trail Fund State/Local Grant Agreement, in a form substantially similar to the agreement attached hereto as Exhibit A, to complete trail improvements to McGill Park.

Section 2. That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

**CLEAN OHIO TRAIL FUND  
ODNR/LOCAL PROJECT AGREEMENT**

Through this Clean Ohio Trail Fund ODNR/Local Project Agreement (the “Agreement”), entered under the authority of Ohio Revised Code Section 1519.05, ODNR of Ohio, represented by the Ohio Department of Natural Resources (“ODNR”), and **City of Canal Winchester** (“Grantee”) agree to the planning, development, acquisition, construction and/or maintenance of a Clean Ohio Trail Project (the “Project”) on the property or facilities (the “Property”) described as follows:

**Project Title: McGill Park Trail Connector**

**Total Project Cost: \$901,656**

**Total Funding Assistance: \$450,828**

**Total Local Contribution: \$450,828**

**Location of Project/Property: McGill Park connecting to James Kelley Preserve at Washington Street and Ashbrook Road.**

**Description of Project: The proposed trail would begin in the proposed McGill Park Phase One, and run along Little Walnut Creek for 0.76 mile, and connect to the existing multi-use trail in the city.**

1. **NOTICES.** All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) successfully sent by fax or email, and shall be respectively addressed as follows:

|  |  |
|--|--|
| <p>(a) with respect to ODNR:</p> <p>Ohio Department of Natural Resources<br/>Office of Real Estate and Land Management<br/>2045 Morse Road, E2<br/>Columbus, Ohio 43229<br/>Attn: Recreation Services Administration</p> | <p>(b) with respect to Grantee:</p> <p>City of Canal Winchester<br/>36 S. High Street<br/>Canal Winchester, Ohio 43110<br/>Attn: Lucas Haire, Development Director</p> |
|--|--|

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

- 2. PERFORMANCE OF PROJECT.** The Grantee shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal, incorporated herein by reference as though fully, set out herein, and as well as the terms set forth in this Agreement. Grantee shall: (1) promptly submit to ODNR, such reports and documents as ODNR may request; (2) report any and all income obtained on the Property during the Project; (3) operate, maintain, and keep the Property for public recreation; (4) not change the use of the Property unless a proposed change is approved by ODNR; and (5) display a suitable sign acknowledging the Clean Ohio Trail Fund assistance.
- 3. COMMENCEMENT AND TERMINATION.** The Project shall commence on the earlier of the date that this Agreement is signed by an authorized official of ODNR or the date that a waiver of retroactivity is granted by ODNR (the earlier of the two dates shall be referred to as the “Effective Date”), and shall terminate on **December 31, 2021** or the date the Project is otherwise terminated by action of ODNR (the “Termination Date”). If Grantee fails to pursue performance of the Project within a reasonable period of time, ODNR, in the exercise of its sole discretion may terminate the Project. The period of time between the Effective Date and the Termination Date shall be referred to herein as the “Project Period.” The parties, by mutual written consent, may agree to extend the Termination Date, but in no event shall the Termination Date be more than fifteen (15) months after the Effective Date.
- 4. FUNDING ASSISTANCE.** ODNR hereby agrees to (1) obligate Grantee funding assistance **not to exceed \$450,828 .00** from ODNR fiscal allocations made available under the provisions of the Clean Ohio Trail Fund and Am. Sub. H. B. 3 (O.R.C. 1519.05); (2) upon receipt of acceptable proof of actual eligible costs incurred by Grantee in performing this Agreement, reimburse Grantee eligible costs equal to no more than seventy-five percent (75%) of such eligible costs.
- 5. OBM CERTIFICATION OF FUNDS.** Funds for the Project have been released by the Controlling Board as of January 27, 2020 and encumbered by Contract Encumbrance Record Number **000044726** and were so certified by the Director of Budget and Management on February 27, 2020. Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR’s funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
- 6. COMPLIANCE WITH GUIDELINES.** ODNR and Grantee mutually agree to perform this Agreement in accordance with the policies and procedures set forth by ODNR and the guidelines set forth in the Clean Ohio Trail Fund Project Guidelines and Application Booklet. Failure to comply with or show sufficient progress in complying with such requirements may result in the termination of this Agreement. In the event of termination, all unused funds shall be retained by ODNR. ODNR may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Project Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action. Grantee shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, and insurance.

**7. COMPLIANCE WITH LAW.** Grantee shall comply with all applicable federal, ODNR, and local laws in the conduct of the work hereunder. Grantee and its employees are not employees of ODNR with regard to the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, and ODNR revenue and tax laws. Grantee accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. ODNR is exempt from federal, ODNR, and local taxes and shall not be liable for any taxes under this Agreement.

**8. NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Property as described in Exhibit A (the Boundary Map) attached hereto, on which the Project will be located. Grantee represents that it is the fee simple owner of the Property, or has a lease or easement with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are: (a) any state of facts which an accurate survey might show; (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property; and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A,

**9. USE OF PROPERTY.** The Property shall be retained and used only for public recreation purposes. The Property shall be kept open for the general public's use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the Property. The use of the Property shall not be changed from that approved when Clean Ohio Trail Fund assistance was obtained without prior written approval from ODNR. During the term of the bonds issued to provide funds for the Clean Ohio Trails Fund, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR. Grantee shall retain and use the Project and Property in a manner consistent with the purposes of Section 21, Article VIII of the Ohio Constitution

**10. MAINTENANCE OF PROPERTY.** The Property shall be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities shall be maintained to comply with applicable ODNR and local health standards. Buildings, recreation and support facilities, and other improvements shall be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.

**11. ACCESSIBILITY.** Any new facility constructed on the Property will, whenever possible, be designed to accommodate people with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. It is understood that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Grantee will require any facility on the Property to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17). Grantee will be responsible to ensure compliance with these specifications by the contractor.

**12. USER FEES.** User fees charged for the Property, if any, shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the Project site shall be returned to the public in the form of expanded facilities or services at the funded site.

**13. SIGN.** A Clean Ohio Trails Fund acknowledgment sign shall be prominently displayed at the Property or facilities on the Property.

**14. QUALIFICATION TO RECEIVE GRANT.** Grantee affirms that it duly organized local political subdivision or nonprofit organization, qualified to receive grants under the Clean Ohio Trail Fund. Grantee further affirms that if at any time during the term of this Agreement, Grantee for any reason becomes disqualified from participating in the Clean Ohio Trail Fund, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.

**15. PLANS; BIDDING.** If the Project requires plans and specifications, all construction plans and specifications shall be approved and stamped by a registered professional engineer and/or architect. Grantee shall require completion of the work in accordance with the approved construction plans and specifications. Grantee shall follow all applicable laws in determining whether the Project must be competitively bid, and if competitive bidding for the Project is not required by law, to the extent reasonable possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions, may not be acceptable. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.

**16. DISCRIMINATION PROHIBITED.** Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., will be met at all times. No person will be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, religion, sex, national origin, handicap, military status, age or ancestry.

**17. RELOCATION ASSISTANCE.** Grantee shall comply with the terms of Ohio Revised Code Chap. 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for the Property to be developed with assistance under this Agreement.

**18. RELATIONSHIP OF THE PARTIES.**

**A. Expenses.** Grantee shall be responsible for all its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any.

**B. No Control Over Means and Methods.** While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.

**C. No Right to Bind.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.

**19. INDEPENDENT CONTRACTOR.** Grantee is an independent contractor as defined by the Internal Revenue Code. If Grantee is a Public Employees Retirement System (PERS) retirant, as defined by R.C. § 145.38, Grantee shall notify ODNR of such status in writing prior to the commencement of the Project. Notices pursuant to this Paragraph IV shall be sent to ODNR's Director of Human Resources by mail at 2045 Morse Rd., Building D-1, Columbus, Ohio 43229, by fax at (614) 265-7995, or by email at [HR@dnr.ODNR.oh.us](mailto:HR@dnr.ODNR.oh.us). ODNR shall not be responsible for any changes to Grantee's retirement benefits that may result from entering into this Agreement nor shall ODNR make any contributions to the PERS on behalf of any of the individuals employed by Grantee, or its contractors or other agents. Grantee acknowledges and agrees any individual providing personal services under this Agreement is not a public employee for purposes of R.C. Chapter 145. Grantee certifies that it is a business entity with five or more employees as defined at R.C. § 145.037 (A) for the purposes of the application of R.C. Chapter 145, or that Grantee has completed the necessary forms and returned it to ODNR of Ohio if Grantee is an employer with no more than four (4) employees.

**20. DRUG-FREE WORKPLACE.** Grantee shall comply with all applicable ODNR and federal laws regarding drug-free workplace. Grantee shall make a good faith effort to ensure that all of Grantee's employees, while working on the Property, shall not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**21. PREVAILING WAGE.** Grantee shall comply with the prevailing wage requirements, as may be applicable, described under R.C. Chapter 4115. Grantee shall pay to laborers and mechanics performing work under this Agreement the prevailing wage rates of the locality where the work shall be performed, as determined by the Ohio Department of Commerce, Division of Industrial Compliance, Wage and Hour Bureau. Grantee shall submit payroll reports to the Ohio Department of Commerce that are certified by it that the payroll is correct and complete, and the wage rates shown are not less than those required by this Agreement. Grantee is responsible for submitting payroll reports of subcontractors to the appropriate Ohio regulatory agency.

**22. SELF-INSURANCE.** ODNR is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollar per occurrence in accordance with section 9.87 of the Ohio Revised Code.

**23. LIABILITY FOR CLAIMS.** Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Agreement. Grantee shall indemnify and hold ODNR and its officers, agents and employees harmless against any expenses (including attorney fees) and losses resulting from the publication of the content of the advertisements(s), including, without limitation, claims or suits for libel, violation of privacy, copyright infringement or plagiarism. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

**24. REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, and ODNR for a period of not less than eighteen (18) years after the Termination Date. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit. At any reasonable time, ODNR or its agents shall have the right to inspect the financial books and records relevant to the administration and operation of grant funds which shall be kept for three (3) years after the termination of this Agreement.

**25. GRANTEE'S REPRESENTATIONS AND WARRANTIES**

**A. Ethics Compliance.** Grantee, by signature on this document, certifies that Grantee: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

**B. Legal Status.** Grantee affirms that it has been properly formed, and properly exists, as a political subdivision or nonprofit organization in the State of Ohio. Grantee further represents and warrants that it has legal authority to undertake all requirements of this Agreement.

**C. Campaign Contributions.** Grantee hereby certifies that neither Grantee nor any of Grantee's officers, nor the spouse of any such person, has made contributions to the governor or the governor's campaign committees in excess of the limitations specified in Ohio Revised Code § 3517.13.

**D. Findings for Recovery.** Grantee affirmatively represents and warrants to ODNR that it is not subject to a finding for recovery under Ohio Revised Code §9.24, or that it has taken appropriate remedial steps required under Ohio Revised Code §9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery of said funds. Grantee warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code § 9.24.

**E. Debarment.** Grantee affirms that if at any time during the term of this Agreement Grantee becomes disqualified from conducting business in the State of Ohio, or becomes debarred from doing business with the State of Ohio, Grantee will immediately notify ODNR, in writing, and will immediately cease performance of the work. Failure to provide such notice in a timely fashion shall void this agreement and may be sufficient cause for ODNR to debar Grantee from future state contracting opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either Ohio Revised Code §§ 153.02 or 125.25.

**F. Boycotting.** Pursuant to Ohio Revised Code §9.76, Grantee hereby declares that it is not boycotting any jurisdiction with whom the State of Ohio can participate in open trade, including the nation of Israel, and will not do so during the term of this Agreement.

**G. Offshore Goods and Services.** Grantee affirms to have read and understands the terms of Executive Order No. 2019-12D issued by Ohio Governor Mike Dewine and has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order and Affirmation and Disclosure Form are available at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

**26. TERMINATION BY ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever upon written notification to the Grantee. If ODNR terminates this Agreement, the Grantee will be paid for any non-cancelable obligation properly incurred by the Grantee prior to termination. Grantee shall return any unused grants funds to ODNR within forty-five (45) days of termination.

**27. TERMINATION BY GRANTEE.** Grantee may, at any time after execution of this Agreement, terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Grantee terminates this Agreement, Grantee shall not incur any new obligations using grant funds and shall make a good-faith effort to cancel as many outstanding obligations of grant funds as possible. Grantee shall return all unused grant funds to ODNR within forty-five (45) days of such termination.

**28. BREACH; CURE; DAMAGES.**

**A. Notice of Breach.** ODNR may, at any time after a breach, terminate this Agreement, upon written notice to Grantee. ODNR may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement.

**B. Opportunity to Cure.** ODNR, in its sole discretion, may permit Grantee to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided ODNR in this Agreement, including, but not limited to, recovery of funds paid for goods or services Grantee receives in violation of Executive Order No. 2019-12D, costs associated with corrective action, and liquidated damages.

**29. MISCELLANEOUS**

**A. Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

**B. Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

**C. Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR. Any assignment or delegation not consented to may be deemed void by ODNR.

**D. Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

**E. Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

**F. Entire Agreement.** This Agreement, along with documents incorporated herein by reference, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements with respect to the subject matter hereof, whether written or oral, between the parties.

**G. Execution.** This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.

**H. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**I. Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to Ohio Revised Code Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**ODNR:**  
Ohio Department of Natural Resources

**GRANTEE**  
City of Canal Winchester,

\_\_\_\_\_  
Mary Mertz, Director  
Ohio Department of Natural Resources

\_\_\_\_\_  
By: \_\_\_\_\_  
(Signed)

Date: \_\_\_\_\_

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

# Exhibit A



**ORDINANCE NO. 20-040**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

## **TAX INCREMENT FINANCING AGREEMENT**

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

### **RECITALS:**

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

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

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

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

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

## **ARTICLE I**

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Notice Address”** means:

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

as to Developer:

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

With a copy to:

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

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

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

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

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

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

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

“*State*” means the State of Ohio.

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE II

### GENERAL AGREEMENT AND TERM

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

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

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

### ARTICLE III

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE IV

### CONSTRUCTION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE V

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VI

### PAYMENT OF COST OF THE WORK

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

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

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

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

## ARTICLE VII

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

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

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

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

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

## ARTICLE VIII

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

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

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

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

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

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

## ARTICLE IX

### **MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

**[SIGNATURE PAGES TO FOLLOW]**

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

**CITY OF CANAL WINCHESTER, OHIO**

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

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

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

Approved as to Form:

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

Printed: Eugene L. Hollins

Title: Director of Law

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

**DEVELOPER:**

\_\_\_\_\_

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

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

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

**FISCAL OFFICER'S CERTIFICATE**

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

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

\_\_\_\_\_

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

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

City of Canal Winchester, Ohio

EXHIBIT A

[Description and Depiction of the Property]

## EXHIBIT B

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include:

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

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

EXHIBIT C

SITE PLAN

EXHIBIT D

WRITTEN REQUISITION

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

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

Subject: Certificate and Request for Disbursement of Funds

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ORDINANCE NO. 20-041**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

## **SIGN EASEMENT AGREEMENT**

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

### **RECITALS:**

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

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

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

### **STATEMENT OF AGREEMENT:**

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

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

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

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

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

## **2. Maintenance Covenants.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature Pages Follow]*





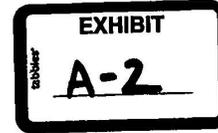
# Exhibit A

FRANKLIN COUNTY, OH

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

Instrument #: 201905230061002

Page: 7 of 25



## PARCEL 4 1.200 ACRE

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

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

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

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

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

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

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

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

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

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

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

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

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

1.200 ACRE  
-2-

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

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

Subject, however, to all legal rights-of-way and/or easements, if any, of previous record.

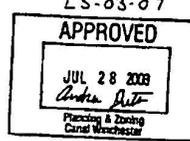
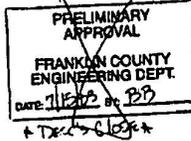
Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

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

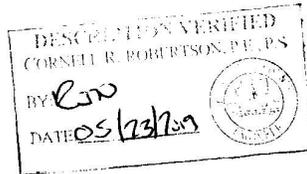
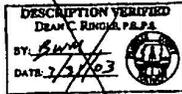
EVANS, MECHWART, HAMBLETON & TILTON, INC.

*Clark E. White 7/11/03*

Clark E. White  
Registered Surveyor No. 7868



*SPLIT  
1.200 ac  
out of  
(184)  
2625*



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

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

# Exhibit B

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

**INTERNATIONAL Sign**  
A SIGN SPECIALTY COMPANY

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

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

**Date:**  
AUGUST 16, 2019

**Drawing Number:**  
119127-5093-CHURCH

**Revisions:**

| Rev | Date     | Description   |
|-----|----------|---------------|
| 1   | 10-29-18 | REVISED       |
| 2   | 10-30-18 | CHANGE DESIGN |
| 3   | 11-04-18 |               |
| 4   | 02-06-19 |               |
| 5   | 02-06-19 |               |
| 6   | 02-06-19 |               |
| 7   | 02-06-19 |               |
| 8   | 02-06-19 |               |
| 9   | 02-06-19 |               |
| 10  | 02-06-19 |               |

**Sales Person:**  
JOE RUSSELL

**Scale:**  
AS NOTED

**Drawn By:**  
O. BARNITZ

**Checked and Approved:**  
[Signature]  
[Signature]

**THE:**  
[Signature]

**Notes:**  
1. THIS IS AN INTERNAL DRAWING PROVIDED TO BE EXAMINED, APPROVED OR REJECTED BY THE CLIENT. IT IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF INTERNATIONAL SIGN COMPANY ON ITS AUTHORIZED JAPANESE. ALL RIGHTS RESERVED.

**PRIMARY ELECTRICAL POWER TO SIGN:**  
120 VOLT UNLESS OTHERWISE NOTED.

**ELECTRICAL TO BE:**  
1. ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN.  
2. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC) AND ALL APPLICABLE LOCAL AND STATE REGULATIONS.

**CHURCH X AND/OR APPROVAL:**  
 APPROVED AS NOTED  
 REVISED  
 REJECTED

**Signature:**

**MONUMENT SIGN FRONT ELEVATION**  
SCALE: 3/8" = 1'-0"  
TOTAL SQUARE FEET = 172.80

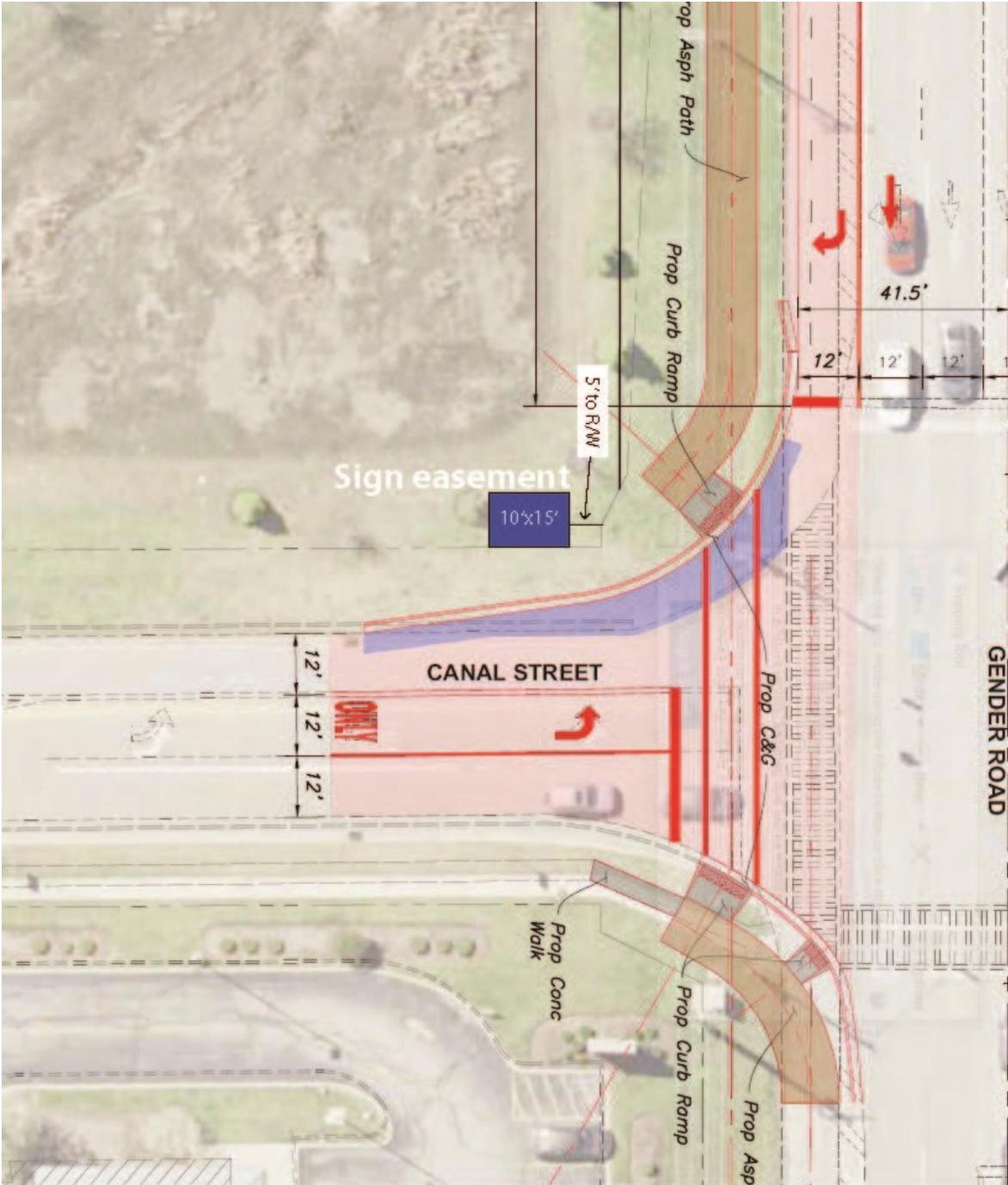
**MONUMENT SIGN SIDE ELEVATION**  
SCALE: 3/8" = 1'-0"

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

**Notes:**

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

Exhibit C



**ORDINANCE NO. 20-042**

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

WHEREAS, Jay Jala Hospitality, LLC. desires to acquire approximately 0.26 acres of land which is owned by the City of Canal Winchester for construction of new facilities; and

WHEREAS, the City has obtained a fee simple absolute interest in said land, thereby extinguishing the easement for highway purposes previously assigned to the City of Canal Winchester; and

WHEREAS, such transfer is authorized and permitted by the Charter and Ordinances of the City of Canal Winchester and pursuant to Chapters 1724 and 1761 of the Ohio Revised Code.

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

Section 1. That the Mayor be and hereby is authorized and directed to execute an agreement by and among the Canal Winchester Industry and Commerce Corporation and Jay Jala Hospitality, L.L.C. for the sale of the 0.26 acres of land on West Waterloo Street as more fully described in Exhibit A attached hereto, as well as a suitable deed of conveyance to convey to the Canal Winchester Industry and Commerce Corporation the approximately 0.26 acres of land, and any further instruments necessary to provide for performance of said agreement.

Section 2. That upon closing of the sale and conveyance of the 0.26 acres of land, any remaining public rights in such land conveyed are extinguished.

Section 3. The City hereby finds and determines that the approximately 0.26 acres of land on West Waterloo Street is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, provide additional opportunities for their gainful employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City.

Section 4. This conveyance is hereby authorized without advertisement and receipt of bids, and any generally applicable ordinance or resolution to the contrary is waived for purposes of the agreement and conveyance authorized by this Ordinance.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

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

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

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

---

Finance Director/Clerk of Council

June 24, 2020

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

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

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

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

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

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

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

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

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

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

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

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

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

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

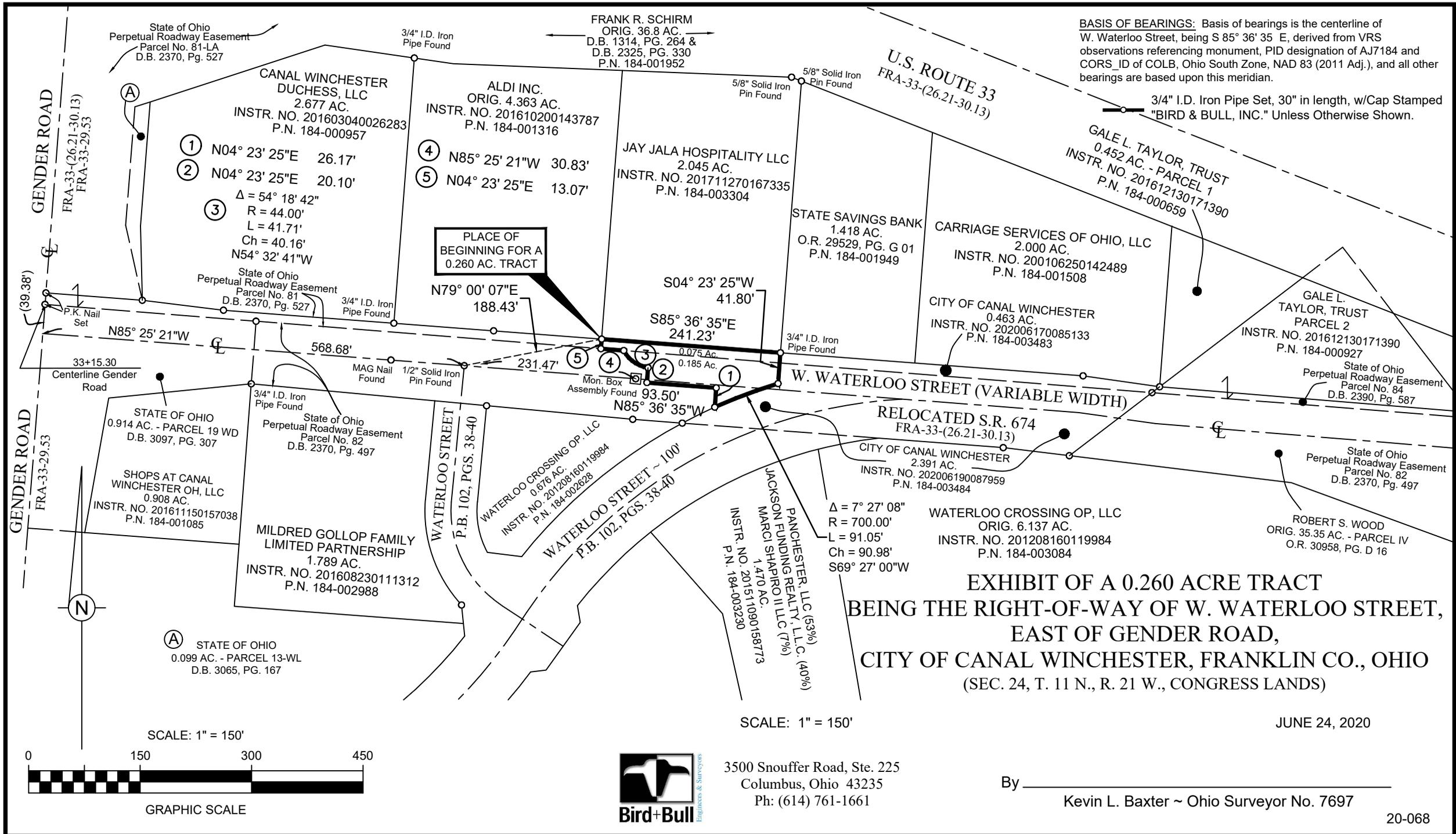
June 24, 2020

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

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

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Kevin L. Baxter ~ Ohio Surveyor #7697



**BASIS OF BEARINGS:** Basis of bearings is the centerline of W. Waterloo Street, being S 85° 36' 35" E, derived from VRS observations referencing monument, PID designation of AJ7184 and CORS\_ID of COLB, Ohio South Zone, NAD 83 (2011 Adj.), and all other bearings are based upon this meridian.

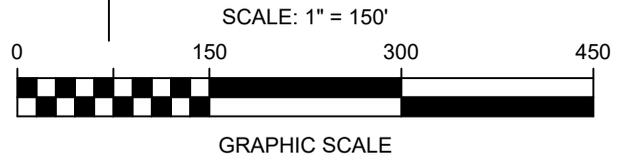
3/4" I.D. Iron Pipe Set, 30" in length, w/Cap Stamped "BIRD & BULL, INC." Unless Otherwise Shown.

PLACE OF BEGINNING FOR A 0.260 AC. TRACT

**EXHIBIT OF A 0.260 ACRE TRACT  
BEING THE RIGHT-OF-WAY OF W. WATERLOO STREET,  
EAST OF GENDER ROAD,  
CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO  
(SEC. 24, T. 11 N., R. 21 W., CONGRESS LANDS)**

SCALE: 1" = 150'

JUNE 24, 2020



3500 Snuffer Road, Ste. 225  
Columbus, Ohio 43235  
Ph: (614) 761-1661

By \_\_\_\_\_  
Kevin L. Baxter ~ Ohio Surveyor No. 7697



## **Mayor's Report**

**September 8, 2020**

### **Madison Township:**

Amanda, Gene and I met with Administrator Susan Brobst and Chief York of Madison Township. Our meeting lasted less than one hour. The primary focus was the call reports by Madison Township deputies and defining city of Canal Winchester boundaries. Chief York was going to work on their reporting and inform his Officers of the City Boundaries of Canal Winchester for more accurate reporting for Amanda and myself. Amanda is working with the Chief on that. Gene and Susan are working on documents that are before the County Prosecutors office. Additionally, an MOU was discussed and was found to be of less importance as long as we are receiving reports. Also, just because the vehicles are not seen on Canal Winchester streets does not mean they are not in town doing their job. They are often contained to the Gender Road corridor which is where we agreed in previous meetings they should do most of their patrolling. Working that area of town primarily, allows them easy access to other parts of the Township in the event of an emergency. In general, it was a very productive meeting.

### **Bike Trail:**

Matt, Luke and I met with Jodi Stokes Stebelton about a future bike path along their property. We came to a preliminary agreement of the bike path potentially running along the North side of Groveport Road and on the east side of the former Pete Stebelton property, stopping approximately midway to their driveway. From there we would potentially cross Groveport Road.

## Monthly Mayor's Court Report

Canal Winchester Mayor's Court  
Cash Flow for August 2020

Page : 1  
Report Date : 09/01/2020  
Report Time : 08:32:29

|                                   | Current Period    | Year-To-Date       | Last Year-to-Date  |
|-----------------------------------|-------------------|--------------------|--------------------|
| <b>City Revenue From:</b>         |                   |                    |                    |
| Court Costs                       |                   |                    |                    |
| Court Costs                       | \$2,018.00        | \$16,998.00        | \$10,972.00        |
| Additional Costs                  | \$58.00           | \$599.00           | \$543.00           |
| Fines                             |                   |                    |                    |
| Overpayment / Adjustment          | \$0.00            | \$0.00             | \$10.00            |
| City Revenue From Fines           | \$4,648.45        | \$47,051.45        | \$32,791.60        |
| Fees                              |                   |                    |                    |
| Fees                              | \$262.00          | \$1,877.00         | \$1,448.00         |
| Bond Forfeits                     |                   |                    |                    |
| Bond Forfeits                     | \$275.00          | \$275.00           | \$695.00           |
| Miscellaneous/Other               |                   |                    |                    |
| Bond Administration Fees          | \$0.00            | \$0.00             | \$0.00             |
| <b>Total to City:</b>             | <b>\$7,261.45</b> | <b>\$66,800.45</b> | <b>\$46,459.60</b> |
| <b>State Revenue From:</b>        |                   |                    |                    |
| Court Costs                       |                   |                    |                    |
| Court Costs                       | \$2,104.50        | \$17,387.60        | \$11,679.90        |
| Fines                             |                   |                    |                    |
| Fines                             | \$0.00            | \$497.00           | \$30.00            |
| Fees                              |                   |                    |                    |
| Fees                              | \$0.00            | \$180.00           | \$90.00            |
| <b>Total to State:</b>            | <b>\$2,104.50</b> | <b>\$18,064.60</b> | <b>\$11,799.90</b> |
| <b>Other Revenue From:</b>        |                   |                    |                    |
| Court Costs                       |                   |                    |                    |
| Court Costs                       | \$67.50           | \$563.40           | \$338.10           |
| Restitution                       |                   |                    |                    |
| Restitution                       | \$0.00            | \$290.00           | \$322.50           |
| Miscellaneous/Other               |                   |                    |                    |
| MISC CHARGES                      | \$0.00            | \$0.00             | \$-10.00           |
| <b>Total to Other:</b>            | <b>\$67.50</b>    | <b>\$853.40</b>    | <b>\$650.60</b>    |
| <b>TOTAL REVENUE *</b>            | <b>\$9,433.45</b> | <b>\$85,718.45</b> | <b>\$58,910.10</b> |
| *Includes credit card receipts of | \$1,681.45        | \$21,297.45        | \$13,700.00        |

END OF REPORT

# Ticket Summary

Canal Winchester Mayor's Court  
All tickets issued from 08/01/2020 through 08/31/2020

Page : 1  
Report Date : 09/01/2020  
Report Time : 08:35:23

| <u>Ordinance</u>                      | <u>Description</u>                          | <u># Offenses</u> |
|---------------------------------------|---|-------------------|
| 313.040                               | LANE USE:CONTROL SIGNALS                    | 1                 |
| 331.080                               | MARKED LANES OF TRAVEL                      | 1                 |
| 331.120                               | U TURNS RESTRICTED                          | 1                 |
| 331.340                               | FTC/FULL TIME ATT./WEAVING                  | 2                 |
| 333.030                               | SPEED                                       | 6                 |
| 333.030A                              | ACDA  | 1                 |
| 335.010                               | OL REQUIRED,RESTRICTION VIOL                | 2                 |
| 335.010A1                             | EXPIRED DRIVERS LICENSE                     | 2                 |
| 335.070                               | DUS/REVOCATION/RESTRICTIONS                 | 8                 |
| 335.072                               | DRIVING UNDER FRA SUSPENSION                | 1                 |
| 335.074                               | DRVNG UNDER L/F OR CHILD SUPPORT SUSPENSION | 1                 |
| 335.090                               | DISPLAY OF LICENSE PLATES                   | 3                 |
| 335.100                               | EXPIRED TAGS OR UNLAWFUL PLATES             | 7                 |
| 335.110                               | TRANSFER OF OWNER/REGISTRATION              | 1                 |
| 509.030                               | DISORDERLY CONDUCT                          | 1                 |
| 513.030A                              | POSSESSION OF MARIJUANA 513.03 C2A          | 3                 |
| 513.040                               | POSSESS DRUG ABUSE INSTRUMENTS              | 2                 |
| 513.120                               | DRUG PARAPHERNALIA                          | 4                 |
| 529.070                               | OPEN CONTAINER PROHIBITED                   | 1                 |
| 541.050                               | CRIMINAL TRESPASS                           | 1                 |
| 545.050                               | THEFT                                       | 6                 |
| <b>Total Offenses for Time Period</b> |   | <b>55</b>         |
| <b>Total Tickets for Time Period</b>  |   | <b>42</b>         |

# COUNCIL UPDATE



September 3, 2020

Finance Department  
Amanda Jackson, Finance Director

## **Project Status:**

*2020 Income Tax Collections Update* – As I've stated many times, income tax collections will continue to fluctuate between being even with and slightly less than last year at any given point in a month. Ultimately, we have fared very well during the pandemic, and are extremely fortunate to not have seen a large reduction in our income tax revenue. As of the date of this report, collections are about 1.8% higher than last year.

*August 2020 Financial Statements* – Included in your packets are the financial statements for August. We have not yet received our second half property tax and TIF payments from Franklin County so our Real Estate Tax revenue number is lower than normal this time of year. I anticipate receiving these funds in the very near future. Overall, August was a good month for us. Revenues exceeded expenditures in almost every fund. Northpoint paid their building fees and capacity fees in August, giving revenues a large boost in the General Fund and Water and Sewer Capacity funds.

*2021 Appropriations* – The 2021 Appropriations will be presented to Council for approval in late October/early November. We continue to fine tune the appropriations approved by Council in the Tax Budget, making necessary adjustments based on updated revenue projections and any foreseen changes in planned projects for the next year.

|                             |                |
|-----------------------------|----------------|
| Beginning GL Balance:       | 30,972,627.11  |
| Add: Cash Receipts          | 1,531,514.65   |
| Less: Cash Disbursements    | (1,268,467.62) |
| Less: Payroll Disbursements | (212,653.70)   |
| Add: Journal Entries/Other  | 1,086,377.53   |

Ending GL Balance: 32,109,397.97

|                                 |               |
|---------------------------------|---------------|
| Ending Bank Balance:            | 32,168,138.77 |
| Add: Miscellaneous Transactions | 7,693.66      |
| Add: Deposits in Transit        |               |

|                               |                   |
|-------------------------------|-------------------|
| 09/01/2020 *Deposit ID: 16531 | 134.10            |
| O/S CHECKS PRIOR TO 1/1/15    | (2,268.50)        |
| CHASE CREDIT ERROR            | (0.19)            |
| MAYORS COURT CCS - PNP ERROR  | (616.00)          |
|                               | <u>(2,750.59)</u> |

Less: Outstanding Checks

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   |
| 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   |
| 02/07/2020 | 56912        | RENEE SWARTZ                        | 24.21    |
| 06/18/2020 | 57429        | RYAN GENTON                         | 25.00    |
| 07/01/2020 | 57493        | KEYSHEE GARNER                      | 100.00   |
| 08/05/2020 | 57591        | CARL WHEELER INC                    | 3,600.00 |
| 08/13/2020 | 57666        | TARMAN MACHINE COMPANY INC.         | 85.00    |
| 08/20/2020 | 57680        | CANAL WINCHESTER BOARD OF EDUCATION | 2,218.38 |
| 08/20/2020 | 57681        | CARL WHEELER INC                    | 8,400.00 |
| 08/20/2020 | 57694        | OPERATOR TRAINING COMMITTEE OF OHIO | 240.00   |
| 08/28/2020 | 57698        | DELTA DENTAL                        | 2,922.30 |
| 08/28/2020 | 57699        | INDIANA & OHIO RAILWAY COMPANY      | 2,586.03 |
| 08/28/2020 | 57700        | VISION SERVICE PLAN-(OH)            | 659.70   |

Payroll Checks

| Check Date | Check Number | Name  | Amount    |
|------------|--------------|-------|-----------|
| 08/05/2020 | EFT980       | OPERS | 20,794.20 |
| 08/19/2020 | EFT987       | OPERS | 21,467.05 |

|                                |               |
|--------------------------------|---------------|
| Total - 21 Outstanding Checks: | 63,683.87     |
| Adjusted Bank Balance          | 32,109,397.97 |
| Unreconciled Difference:       | 0.00          |

REVIEWED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PERIOD ENDING 08/31/2020

| GL NUMBER               | DESCRIPTION                        | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|-------------------------|------------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 100 - GENERAL FUND |                                    |                        |                           |                                     |                            |                         |
| Revenues                |                                    |                        |                           |                                     |                            |                         |
| 100-000-4100-00         | MUNICIPAL INCOME TAX               | 7,200,000.00           | 5,040,656.25              | 775,853.22                          | 0.00                       | 2,159,343.75            |
| 100-000-4200-00         | GENERAL PROPERTY TAX - REAL ESTATE | 475,000.00             | 281,798.94                | 33,878.05                           | 0.00                       | 193,201.06              |
| 100-000-4220-00         | HOTEL/MOTEL TAX                    | 150,000.00             | 41,764.89                 | 7,532.61                            | 0.00                       | 108,235.11              |
| 100-000-4300-00         | LOCAL GOVERNMENT - STATE           | 0.00                   | 17,471.62                 | 3,127.56                            | 0.00                       | (17,471.62)             |
| 100-000-4301-00         | LOCAL GOVERNMENT - COUNTY          | 75,000.00              | 52,971.45                 | 8,537.29                            | 0.00                       | 22,028.55               |
| 100-000-4310-00         | HOMESTEAD/ROLLBACK                 | 50,000.00              | 31,282.34                 | 3,813.77                            | 0.00                       | 18,717.66               |
| 100-000-4320-00         | LIQUOR PERMITS                     | 19,000.00              | 15,388.80                 | 11,848.90                           | 0.00                       | 3,611.20                |
| 100-000-4321-00         | CIGARETTE TAX                      | 350.00                 | 336.00                    | 0.00                                | 0.00                       | 14.00                   |
| 100-000-4400-00         | WEED CUTTING/MOWING ASSESSMENTS    | 500.00                 | 0.00                      | 0.00                                | 0.00                       | 500.00                  |
| 100-000-4401-00         | STREET ASSESSMENTS                 | 27,000.00              | 13,613.46                 | 0.00                                | 0.00                       | 13,386.54               |
| 100-000-4402-00         | SIDEWALK ASSESSMENTS               | 14,000.00              | 3,638.64                  | 0.00                                | 0.00                       | 10,361.36               |
| 100-000-4410-00         | DILEY RD ASSESSMENTS               | 110,000.00             | 104,218.65                | 44,517.46                           | 0.00                       | 5,781.35                |
| 100-000-4500-00         | SWIMMING POOL ADMISSION            | 105,000.00             | 0.00                      | 0.00                                | 0.00                       | 105,000.00              |
| 100-000-4501-00         | SWIMMING POOL CONCESSION           | 27,000.00              | (1,407.06)                | 0.00                                | 0.00                       | 28,407.06               |
| 100-000-4502-00         | SWIMMING POOL RENTAL FEES          | 7,500.00               | 0.00                      | 0.00                                | 0.00                       | 7,500.00                |
| 100-000-4510-00         | BUILDING RENTAL FEES               | 13,000.00              | 2,055.00                  | 0.00                                | 0.00                       | 10,945.00               |
| 100-000-4512-00         | PARK RENTAL FEES                   | 500.00                 | 300.00                    | 0.00                                | 0.00                       | 200.00                  |
| 100-000-4520-00         | LOCAL COPIES                       | 2,000.00               | 1,575.00                  | 225.00                              | 0.00                       | 425.00                  |
| 100-000-4600-00         | WASTE MANAGEMENT FRANCHISE FEES    | 25,000.00              | 18,750.00                 | 0.00                                | 0.00                       | 6,250.00                |
| 100-000-4601-00         | CABLE TV FRANCHISE FEES            | 125,000.00             | 73,242.58                 | 5,780.85                            | 0.00                       | 51,757.42               |
| 100-000-4610-00         | PEDDLERS AND SOLICITORS PERMITS    | 500.00                 | 270.00                    | 0.00                                | 0.00                       | 230.00                  |
| 100-000-4620-00         | BUILDING PERMITS                   | 145,000.00             | 198,140.00                | 16,570.00                           | 0.00                       | (53,140.00)             |
| 100-000-4621-00         | ZONING PERMITS                     | 28,000.00              | 18,899.82                 | 842.82                              | 0.00                       | 9,100.18                |
| 100-000-4622-00         | INSPECTION FEES                    | 200,000.00             | 111,082.00                | 33,259.00                           | 0.00                       | 88,918.00               |
| 100-000-4623-00         | SIDEWALK INSPECTION FEES           | 8,000.00               | 14,760.00                 | 540.00                              | 0.00                       | (6,760.00)              |
| 100-000-4624-00         | PLAN REVIEW FEES                   | 25,000.00              | 28,710.00                 | 3,500.00                            | 0.00                       | (3,710.00)              |
| 100-000-4625-00         | ENGINEERING REVIEW FEES            | 32,000.00              | 35,200.00                 | 0.00                                | 0.00                       | (3,200.00)              |
| 100-000-4626-00         | ROW APPLICATION FEES               | 12,000.00              | 16,145.00                 | 105.00                              | 0.00                       | (4,145.00)              |
| 100-000-4627-00         | ADMINISTRATIVE FEES                | 30,000.00              | 53,093.08                 | 9,136.76                            | 0.00                       | (23,093.08)             |
| 100-000-4630-00         | PARK LAND FEES                     | 75,000.00              | 130,000.00                | 3,000.00                            | 0.00                       | (55,000.00)             |
| 100-000-4631-00         | STREET TREE FEES                   | 45,000.00              | 72,749.00                 | 20,313.00                           | 0.00                       | (27,749.00)             |
| 100-000-4680-00         | GOLF CART REGISTRATION FEES        | 200.00                 | 400.00                    | 0.00                                | 0.00                       | (200.00)                |
| 100-000-4690-00         | COURT FINES                        | 95,000.00              | 59,842.45                 | 8,870.00                            | 0.00                       | 35,157.55               |
| 100-000-4700-00         | INTEREST                           | 225,000.00             | 44,831.82                 | 239.84                              | 0.00                       | 180,168.18              |
| 100-000-4800-00         | SALE OF ASSETS                     | 500.00                 | 1,597,825.13              | 29,224.15                           | 0.00                       | (1,597,325.13)          |
| 100-000-4810-00         | MISCELLANEOUS                      | 12,000.00              | 18,374.24                 | 6,132.95                            | 0.00                       | (6,374.24)              |
| 100-000-4830-00         | BOND PROCEEDS                      | 0.00                   | 950,000.00                | 0.00                                | 0.00                       | (950,000.00)            |
| 100-000-4850-00         | INSURANCE CLAIMS                   | 30,000.00              | 24,162.67                 | 11,307.03                           | 0.00                       | 5,837.33                |
| 100-000-4910-00         | ADVANCE IN                         | 540,000.00             | 0.00                      | 0.00                                | 0.00                       | 540,000.00              |
| 100-000-4999-00         | TEMPORARY HOLDING ACCOUNT          | 0.00                   | (51,124.00)               | (48,165.00)                         | 0.00                       | 51,124.00               |
| TOTAL REVENUES          |                                    | 9,929,050.00           | 9,021,017.77              | 989,990.26                          | 0.00                       | 908,032.23              |
| Expenditures            |                                    |                        |                           |                                     |                            |                         |
| 100-100-5347-00         | PAYMENT TO POLITICAL SUBDIVISION   | 1,375,162.55           | 727,758.87                | 102,768.33                          | 576,334.50                 | 71,069.18               |
| 100-100-5400-00         | OFFICE SUPPLIES AND MATERIALS      | 1,273.22               | 417.59                    | 0.00                                | 322.38                     | 533.25                  |
| 100-100-5500-00         | CAPITAL OUTLAY                     | 58,401.00              | 11,401.00                 | 0.00                                | 33,699.00                  | 13,301.00               |
| 100-200-5347-00         | PAYMENT TO POLITICAL SUBDIVISION   | 90,000.00              | 42,950.53                 | 0.00                                | 4,732.25                   | 42,317.22               |
| 100-201-5342-00         | HUMAN SERVICES CONTRACT            | 63,100.00              | 47,322.00                 | 0.00                                | 15,778.00                  | 0.00                    |
| 100-202-5341-00         | CEMETERY/INDIGENT BURIAL           | 2,000.00               | 0.00                      | 0.00                                | 0.00                       | 2,000.00                |
| 100-300-5100-00         | REGULAR SALARIES                   | 51,900.00              | 32,871.21                 | 3,867.20                            | 0.00                       | 19,028.79               |
| 100-300-5200-00         | PERS                               | 7,150.00               | 4,601.91                  | 541.40                              | 0.00                       | 2,548.09                |
| 100-300-5210-00         | MEDICARE                           | 750.00                 | 445.82                    | 52.45                               | 0.00                       | 304.18                  |
| 100-300-5220-00         | WORKERS' COMPENSATION              | 900.00                 | (391.03)                  | 0.00                                | 0.00                       | 1,291.03                |
| 100-300-5230-00         | INSURANCE PREMIUMS                 | 29,000.00              | 18,884.83                 | 2,139.22                            | 8,145.25                   | 1,969.92                |

PERIOD ENDING 08/31/2020

| GL NUMBER               | DESCRIPTION                              | 2020           | YTD BALANCE | ACTIVITY FOR        | ENCUMBERED   | UNENCUMBERED |
|-------------------------|--|----------------|-------------|---------------------|--------------|--------------|
|                         |  | AMENDED BUDGET | 08/31/2020  | MONTH<br>08/31/2020 | YEAR-TO-DATE | BALANCE      |
| Fund 100 - GENERAL FUND |  |                |             |                     |              |              |
| Expenditures            |  |                |             |                     |              |              |
| 100-300-5250-00         | UNIFORMS/LICENSES                        | 125.00         | 0.00        | 0.00                | 0.00         | 125.00       |
| 100-300-5325-00         | TRAINING/EDUCATION                       | 200.00         | 0.00        | 0.00                | 0.00         | 200.00       |
| 100-300-5340-00         | OTHER CONTRACT SERVICES                  | 11,460.00      | 434.50      | 0.00                | 2,060.00     | 8,965.50     |
| 100-300-5400-00         | OFFICE SUPPLIES AND MATERIALS            | 1,200.00       | 0.00        | 0.00                | 0.00         | 1,200.00     |
| 100-300-5410-00         | OPERATION AND MAINTENANCE                | 6,315.05       | 1,284.55    | 0.00                | 0.00         | 5,030.50     |
| 100-300-5500-00         | CAPITAL OUTLAY                           | 3,110.03       | 109.86      | 0.00                | 0.00         | 3,000.17     |
| 100-301-5100-00         | REGULAR SALARIES                         | 134,900.00     | 79,391.64   | 10,000.00           | 0.00         | 55,508.36    |
| 100-301-5110-00         | OVERTIME SALARIES                        | 10,000.00      | 637.11      | 0.00                | 0.00         | 9,362.89     |
| 100-301-5200-00         | PERS                                     | 20,400.00      | 11,204.01   | 1,400.00            | 0.00         | 9,195.99     |
| 100-301-5210-00         | MEDICARE                                 | 2,200.00       | 1,205.99    | 149.32              | 0.00         | 994.01       |
| 100-301-5220-00         | WORKERS' COMPENSATION                    | 2,600.00       | (1,568.83)  | 0.00                | 0.00         | 4,168.83     |
| 100-301-5221-00         | UNEMPLOYMENT COMPENSATION                | 2,000.00       | 821.58      | 0.00                | 0.00         | 1,178.42     |
| 100-301-5230-00         | INSURANCE PREMIUMS                       | 71,000.00      | 29,298.21   | 3,516.06            | 24,643.33    | 17,058.46    |
| 100-301-5240-00         | TRAVEL/TRANSPORTATION                    | 50.00          | 0.00        | 0.00                | 0.00         | 50.00        |
| 100-301-5250-00         | UNIFORMS/LICENSES                        | 1,800.00       | 1,200.00    | 0.00                | 0.00         | 600.00       |
| 100-301-5325-00         | TRAINING/EDUCATION                       | 500.00         | 30.00       | 0.00                | 0.00         | 470.00       |
| 100-301-5340-00         | OTHER CONTRACT SERVICES                  | 5,000.00       | 107.54      | 107.54              | 57.46        | 4,835.00     |
| 100-301-5349-00         | MISCELLANEOUS CONTRACT SERVICES          | 20,000.00      | 5,614.38    | 395.44              | 3,912.61     | 10,473.01    |
| 100-301-5410-00         | OPERATION AND MAINTENANCE                | 18,950.53      | 6,686.91    | 1,199.89            | 4,156.08     | 8,107.54     |
| 100-301-5500-00         | CAPITAL OUTLAY                           | 213,001.79     | 124,708.01  | 19,297.20           | 50,322.80    | 37,970.98    |
| 100-302-5320-00         | PROFESSIONAL SERVICES                    | 150,000.00     | 30,999.00   | 0.00                | 0.00         | 119,001.00   |
| 100-302-5400-00         | OFFICE SUPPLIES AND MATERIALS            | 3,000.00       | 0.00        | 0.00                | 0.00         | 3,000.00     |
| 100-302-5410-00         | OPERATION AND MAINTENANCE                | 5,000.00       | 1,950.50    | 521.00              | 1,579.00     | 1,470.50     |
| 100-302-5410-03         | CONCESSIONS OPERATION AND MAINTENANCE    | 15,000.00      | 0.00        | 0.00                | 0.00         | 15,000.00    |
| 100-302-5500-00         | CAPITAL OUTLAY                           | 42,000.00      | 2,205.00    | 0.00                | 6,623.00     | 33,172.00    |
| 100-400-5100-00         | REGULAR SALARIES                         | 231,900.00     | 133,383.44  | 16,219.20           | 0.00         | 98,516.56    |
| 100-400-5200-00         | PERS                                     | 32,500.00      | 18,046.07   | 2,242.70            | 0.00         | 14,453.93    |
| 100-400-5210-00         | MEDICARE                                 | 3,500.00       | 1,900.93    | 231.26              | 0.00         | 1,599.07     |
| 100-400-5220-00         | WORKERS' COMPENSATION                    | 4,000.00       | (2,814.97)  | 0.00                | 0.00         | 6,814.97     |
| 100-400-5230-00         | INSURANCE PREMIUMS                       | 71,000.00      | 46,088.89   | 5,244.97            | 19,744.99    | 5,166.12     |
| 100-400-5240-00         | TRAVEL/TRANSPORTATION                    | 2,500.00       | 0.00        | 0.00                | 0.00         | 2,500.00     |
| 100-400-5250-00         | UNIFORMS/LICENSES                        | 350.00         | 0.00        | 0.00                | 0.00         | 350.00       |
| 100-400-5320-00         | PROFESSIONAL SERVICES                    | 210,646.57     | 130,682.26  | 17,289.25           | 34,574.26    | 45,390.05    |
| 100-400-5325-00         | TRAINING/EDUCATION                       | 3,200.00       | 200.00      | 0.00                | 0.00         | 3,000.00     |
| 100-400-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS                | 16,000.00      | 14,480.25   | 0.00                | 0.00         | 1,519.75     |
| 100-400-5349-00         | MISCELLANEOUS CONTRACT SERVICES          | 62,975.86      | 11,807.61   | 3,552.22            | 2,763.01     | 48,405.24    |
| 100-400-5352-00         | GIS                                      | 35,000.00      | 1,265.40    | 0.00                | 0.00         | 33,734.60    |
| 100-400-5400-00         | OFFICE SUPPLIES AND MATERIALS            | 2,731.23       | 940.57      | 0.00                | 600.00       | 1,190.66     |
| 100-400-5500-00         | CAPITAL OUTLAY                           | 4,773.50       | 2,241.50    | 0.00                | 0.00         | 2,532.00     |
| 100-410-5100-00         | REGULAR SALARIES                         | 134,900.00     | 88,508.65   | 12,641.95           | 0.00         | 46,391.35    |
| 100-410-5110-00         | OVERTIME SALARIES                        | 3,000.00       | 835.79      | 164.56              | 0.00         | 2,164.21     |
| 100-410-5200-00         | PERS                                     | 19,200.00      | 12,108.04   | 1,764.92            | 0.00         | 7,091.96     |
| 100-410-5210-00         | MEDICARE                                 | 2,000.00       | 1,305.43    | 185.70              | 0.00         | 694.57       |
| 100-410-5220-00         | WORKERS' COMPENSATION                    | 2,300.00       | (1,718.87)  | 0.00                | 0.00         | 4,018.87     |
| 100-410-5230-00         | INSURANCE PREMIUMS                       | 42,000.00      | 25,841.39   | 3,117.18            | 13,501.81    | 2,656.80     |
| 100-410-5240-00         | TRAVEL/TRANSPORTATION                    | 500.00         | 0.00        | 0.00                | 145.00       | 355.00       |
| 100-410-5250-00         | UNIFORMS/LICENSES                        | 1,300.00       | 670.00      | 70.00               | 0.00         | 630.00       |
| 100-410-5325-00         | TRAINING/EDUCATION                       | 1,200.00       | 30.00       | 0.00                | 0.00         | 1,170.00     |
| 100-410-5340-00         | OTHER CONTRACT SERVICES                  | 19,598.00      | 5,271.00    | 0.00                | 8,026.00     | 6,301.00     |
| 100-410-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS                | 500.00         | 15.00       | 0.00                | 0.00         | 485.00       |
| 100-410-5400-00         | OFFICE SUPPLIES AND MATERIALS            | 500.00         | 57.99       | 57.99               | 0.00         | 442.01       |
| 100-410-5410-00         | OPERATION AND MAINTENANCE                | 7,230.74       | 3,440.15    | 502.78              | 2,005.71     | 1,784.88     |
| 100-410-5410-02         | FLOWERS/MULCH/STAB OPERATION AND MAINTEN | 16,000.00      | 10,189.73   | 1,522.84            | 1,174.59     | 4,635.68     |
| 100-410-5500-00         | CAPITAL OUTLAY                           | 45,000.00      | 23,550.00   | 0.00                | 19,377.50    | 2,072.50     |
| 100-500-5100-00         | REGULAR SALARIES                         | 144,400.00     | 86,431.18   | 10,231.14           | 0.00         | 57,968.82    |
| 100-500-5110-00         | OVERTIME SALARIES                        | 500.00         | 0.00        | 0.00                | 0.00         | 500.00       |

PERIOD ENDING 08/31/2020

| GL NUMBER               | DESCRIPTION                     | 2020           | YTD BALANCE | ACTIVITY FOR        | ENCUMBERED   | UNENCUMBERED |
|-------------------------|---------------------------------|----------------|-------------|---------------------|--------------|--------------|
|                         |                                 | AMENDED BUDGET | 08/31/2020  | MONTH<br>08/31/2020 | YEAR-TO-DATE | BALANCE      |
| Fund 100 - GENERAL FUND |                                 |                |             |                     |              |              |
| Expenditures            |                                 |                |             |                     |              |              |
| 100-500-5200-00         | PERS                            | 20,200.00      | 11,540.30   | 1,362.36            | 0.00         | 8,659.70     |
| 100-500-5210-00         | MEDICARE                        | 2,100.00       | 1,223.90    | 144.87              | 0.00         | 876.10       |
| 100-500-5220-00         | WORKERS' COMPENSATION           | 2,500.00       | (1,688.11)  | 0.00                | 0.00         | 4,188.11     |
| 100-500-5230-00         | INSURANCE PREMIUMS              | 36,500.00      | 18,998.83   | 2,151.22            | 8,193.25     | 9,307.92     |
| 100-500-5250-00         | UNIFORMS/LICENSES               | 250.00         | 16.00       | 0.00                | 0.00         | 234.00       |
| 100-500-5320-00         | PROFESSIONAL SERVICES           | 55,000.00      | 625.00      | 0.00                | 10,000.00    | 44,375.00    |
| 100-500-5325-00         | TRAINING/EDUCATION              | 2,000.00       | 0.00        | 0.00                | 0.00         | 2,000.00     |
| 100-500-5330-00         | INSURANCE/BONDING               | 50,000.00      | 5,537.00    | 0.00                | 39,250.00    | 5,213.00     |
| 100-500-5340-00         | OTHER CONTRACT SERVICES         | 1,000.00       | 0.00        | 0.00                | 0.00         | 1,000.00     |
| 100-500-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS       | 8,000.00       | 5,808.48    | 0.00                | 1,230.00     | 961.52       |
| 100-500-5400-00         | OFFICE SUPPLIES AND MATERIALS   | 500.00         | 50.00       | 50.00               | 315.00       | 135.00       |
| 100-500-5410-00         | OPERATION AND MAINTENANCE       | 3,075.00       | 1,649.58    | 57.99               | 325.00       | 1,100.42     |
| 100-500-5500-00         | CAPITAL OUTLAY                  | 1,500.00       | 0.00        | 0.00                | 0.00         | 1,500.00     |
| 100-501-5100-00         | REGULAR SALARIES                | 73,400.00      | 43,634.84   | 3,927.65            | 0.00         | 29,765.16    |
| 100-501-5110-00         | OVERTIME SALARIES               | 1,000.00       | 10.50       | 0.00                | 0.00         | 989.50       |
| 100-501-5200-00         | PERS                            | 15,100.00      | 6,727.53    | 625.96              | 0.00         | 8,372.47     |
| 100-501-5210-00         | MEDICARE                        | 1,100.00       | 667.47      | 61.28               | 0.00         | 432.53       |
| 100-501-5220-00         | WORKERS' COMPENSATION           | 1,000.00       | (716.49)    | 0.00                | 0.00         | 1,716.49     |
| 100-501-5221-00         | UNEMPLOYMENT COMPENSATION       | 300.00         | 199.28      | 0.00                | 0.00         | 100.72       |
| 100-501-5230-00         | INSURANCE PREMIUMS              | 77,500.00      | 30,728.04   | 3,416.93            | 12,321.80    | 34,450.16    |
| 100-501-5250-00         | UNIFORMS/LICENSES               | 800.00         | 0.00        | 0.00                | 0.00         | 800.00       |
| 100-501-5320-00         | PROFESSIONAL SERVICES           | 15,007.50      | 390.00      | 0.00                | 11,300.00    | 3,317.50     |
| 100-501-5325-00         | TRAINING/EDUCATION              | 1,500.00       | 75.00       | 0.00                | 0.00         | 1,425.00     |
| 100-501-5344-00         | DESTINATION: CANAL WINCHESTER   | 22,000.00      | 22,000.00   | 0.00                | 0.00         | 0.00         |
| 100-501-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS       | 300.00         | 0.00        | 0.00                | 246.51       | 53.49        |
| 100-501-5400-00         | OFFICE SUPPLIES AND MATERIALS   | 507.50         | 24.30       | 0.00                | 143.70       | 339.50       |
| 100-501-5500-00         | CAPITAL OUTLAY                  | 3,000.00       | 0.00        | 0.00                | 0.00         | 3,000.00     |
| 100-510-5100-00         | REGULAR SALARIES                | 54,900.00      | 34,571.20   | 4,067.20            | 0.00         | 20,328.80    |
| 100-510-5110-00         | OVERTIME SALARIES               | 2,100.00       | 0.00        | 0.00                | 0.00         | 2,100.00     |
| 100-510-5200-00         | PERS                            | 7,900.00       | 4,839.90    | 569.40              | 0.00         | 3,060.10     |
| 100-510-5210-00         | MEDICARE                        | 825.00         | 501.28      | 58.97               | 0.00         | 323.72       |
| 100-510-5220-00         | WORKERS' COMPENSATION           | 1,000.00       | (739.30)    | 0.00                | 0.00         | 1,739.30     |
| 100-510-5230-00         | INSURANCE PREMIUMS              | 29,000.00      | 18,984.83   | 2,139.22            | 8,145.25     | 1,869.92     |
| 100-510-5240-00         | TRAVEL/TRANSPORTATION           | 500.00         | 0.00        | 0.00                | 0.00         | 500.00       |
| 100-510-5250-00         | UNIFORMS/LICENSES               | 150.00         | 0.00        | 0.00                | 0.00         | 150.00       |
| 100-510-5320-00         | PROFESSIONAL SERVICES           | 15,124.90      | 6,691.64    | 600.00              | 7,195.46     | 1,237.80     |
| 100-510-5325-00         | TRAINING/EDUCATION              | 600.00         | 0.00        | 0.00                | 0.00         | 600.00       |
| 100-510-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS       | 800.00         | 700.00      | 600.00              | 100.00       | 0.00         |
| 100-510-5400-00         | OFFICE SUPPLIES AND MATERIALS   | 3,000.00       | 2,256.14    | 2.17                | 395.40       | 348.46       |
| 100-510-5500-00         | CAPITAL OUTLAY                  | 1,500.00       | 0.00        | 0.00                | 0.00         | 1,500.00     |
| 100-520-5100-00         | REGULAR SALARIES                | 160,900.00     | 103,600.06  | 12,200.01           | 0.00         | 57,299.94    |
| 100-520-5200-00         | PERS                            | 22,500.00      | 14,280.34   | 1,680.04            | 0.00         | 8,219.66     |
| 100-520-5210-00         | MEDICARE                        | 2,350.00       | 1,451.67    | 170.95              | 0.00         | 898.33       |
| 100-520-5220-00         | WORKERS' COMPENSATION           | 2,750.00       | (1,915.82)  | 0.00                | 0.00         | 4,665.82     |
| 100-520-5221-00         | UNEMPLOYMENT COMPENSATION       | 50.00          | 0.51        | 0.00                | 0.00         | 49.49        |
| 100-520-5230-00         | INSURANCE PREMIUMS              | 58,000.00      | 37,969.66   | 4,278.44            | 16,290.50    | 3,739.84     |
| 100-520-5240-00         | TRAVEL/TRANSPORTATION           | 1,200.00       | 0.00        | 0.00                | 0.00         | 1,200.00     |
| 100-520-5250-00         | UNIFORMS/LICENSES               | 300.00         | 0.00        | 0.00                | 0.00         | 300.00       |
| 100-520-5320-00         | PROFESSIONAL SERVICES           | 10,000.00      | 7,750.00    | 0.00                | (6,069.50)   | 8,319.50     |
| 100-520-5325-00         | TRAINING/EDUCATION              | 2,000.00       | 0.00        | 0.00                | 150.00       | 1,850.00     |
| 100-520-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS       | 1,100.00       | 305.00      | 205.00              | 280.00       | 515.00       |
| 100-520-5349-00         | MISCELLANEOUS CONTRACT SERVICES | 32,452.30      | 9,787.64    | 1,376.93            | 5,421.82     | 17,242.84    |
| 100-520-5400-00         | OFFICE SUPPLIES AND MATERIALS   | 1,568.00       | 490.53      | 35.00               | 0.00         | 1,077.47     |
| 100-520-5500-00         | CAPITAL OUTLAY                  | 1,400.00       | 0.00        | 0.00                | 0.00         | 1,400.00     |
| 100-521-5100-00         | REGULAR SALARIES                | 41,900.00      | 32,116.11   | 3,450.98            | 0.00         | 9,783.89     |
| 100-521-5200-00         | PERS                            | 5,700.00       | 4,496.26    | 483.13              | 0.00         | 1,203.74     |

PERIOD ENDING 08/31/2020

| GL NUMBER               | DESCRIPTION                     | 2020           | YTD BALANCE | ACTIVITY FOR        | ENCUMBERED   | UNENCUMBERED |
|-------------------------|---------------------------------|----------------|-------------|---------------------|--------------|--------------|
|                         |                                 | AMENDED BUDGET | 08/31/2020  | MONTH<br>08/31/2020 | YEAR-TO-DATE | BALANCE      |
| Fund 100 - GENERAL FUND |                                 |                |             |                     |              |              |
| Expenditures            |                                 |                |             |                     |              |              |
| 100-521-5210-00         | MEDICARE                        | 600.00         | 467.13      | 50.04               | 0.00         | 132.87       |
| 100-521-5220-00         | WORKERS' COMPENSATION           | 750.00         | (539.85)    | 0.00                | 0.00         | 1,289.85     |
| 100-521-5230-00         | INSURANCE PREMIUMS              | 8,500.00       | 231.00      | 12.00               | 48.00        | 8,221.00     |
| 100-521-5240-00         | TRAVEL/TRANSPORTATION           | 1,585.92       | 295.07      | 0.00                | 82.65        | 1,208.20     |
| 100-521-5250-00         | UNIFORMS/LICENSES               | 100.00         | 0.00        | 0.00                | 0.00         | 100.00       |
| 100-521-5320-00         | PROFESSIONAL SERVICES           | 1,000.00       | 0.00        | 0.00                | 0.00         | 1,000.00     |
| 100-521-5325-00         | TRAINING/EDUCATION              | 2,000.00       | (534.00)    | 0.00                | 0.00         | 2,534.00     |
| 100-521-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS       | 1,200.00       | 0.00        | 0.00                | 0.00         | 1,200.00     |
| 100-521-5349-00         | MISCELLANEOUS CONTRACT SERVICES | 8,750.00       | 2,573.14    | 1,052.64            | 3,288.86     | 2,888.00     |
| 100-521-5400-00         | OFFICE SUPPLIES AND MATERIALS   | 300.00         | 0.00        | 0.00                | 50.00        | 250.00       |
| 100-521-5500-00         | CAPITAL OUTLAY                  | 1,200.00       | 0.00        | 0.00                | 200.00       | 1,000.00     |
| 100-530-5100-00         | REGULAR SALARIES                | 59,900.00      | 36,638.40   | 4,310.40            | 0.00         | 23,261.60    |
| 100-530-5110-00         | OVERTIME SALARIES               | 3,600.00       | 626.36      | 0.00                | 0.00         | 2,973.64     |
| 100-530-5200-00         | PERS                            | 8,775.00       | 5,217.10    | 603.46              | 0.00         | 3,557.90     |
| 100-530-5210-00         | MEDICARE                        | 925.00         | 535.24      | 61.22               | 0.00         | 389.76       |
| 100-530-5220-00         | WORKERS' COMPENSATION           | 1,100.00       | (753.26)    | 0.00                | 0.00         | 1,853.26     |
| 100-530-5230-00         | INSURANCE PREMIUMS              | 29,000.00      | 18,902.83   | 2,139.22            | 8,145.25     | 1,951.92     |
| 100-530-5240-00         | TRAVEL/TRANSPORTATION           | 50.00          | 0.00        | 0.00                | 0.00         | 50.00        |
| 100-530-5250-00         | UNIFORMS/LICENSES               | 600.00         | 400.00      | 0.00                | 0.00         | 200.00       |
| 100-530-5325-00         | TRAINING/EDUCATION              | 500.00         | 0.00        | 0.00                | 0.00         | 500.00       |
| 100-530-5340-00         | OTHER CONTRACT SERVICES         | 12,400.00      | 1,288.50    | 0.00                | 4,900.00     | 6,211.50     |
| 100-530-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS       | 500.00         | 340.00      | 0.00                | 0.00         | 160.00       |
| 100-530-5349-00         | MISCELLANEOUS CONTRACT SERVICES | 12,500.00      | 0.00        | 0.00                | 5,000.00     | 7,500.00     |
| 100-530-5400-00         | OFFICE SUPPLIES AND MATERIALS   | 1,000.00       | 332.01      | 0.00                | 405.99       | 262.00       |
| 100-530-5410-00         | OPERATION AND MAINTENANCE       | 5,912.67       | 2,155.27    | 139.17              | 3,119.42     | 637.98       |
| 100-530-5500-00         | CAPITAL OUTLAY                  | 25,000.00      | 4,462.00    | 0.00                | 0.00         | 20,538.00    |
| 100-531-5411-00         | FUEL                            | 20,752.49      | 7,097.34    | 2,915.04            | 8,655.15     | 5,000.00     |
| 100-531-5420-00         | FLEET OPERATION AND MAINTENANCE | 17,009.34      | 11,249.65   | 1,115.91            | 3,702.59     | 2,057.10     |
| 100-531-5500-00         | CAPITAL OUTLAY                  | 8,000.00       | 0.00        | 0.00                | 0.00         | 8,000.00     |
| 100-540-5100-00         | REGULAR SALARIES                | 102,900.00     | 51,204.80   | 4,476.80            | 0.00         | 51,695.20    |
| 100-540-5110-00         | OVERTIME SALARIES               | 6,200.00       | 0.00        | 0.00                | 0.00         | 6,200.00     |
| 100-540-5200-00         | PERS                            | 15,200.00      | 7,168.74    | 626.76              | 0.00         | 8,031.26     |
| 100-540-5210-00         | MEDICARE                        | 1,600.00       | 744.78      | 61.17               | 0.00         | 855.22       |
| 100-540-5220-00         | WORKERS' COMPENSATION           | 1,900.00       | (1,313.49)  | 0.00                | 0.00         | 3,213.49     |
| 100-540-5230-00         | INSURANCE PREMIUMS              | 34,000.00      | 20,535.67   | 2,139.22            | 8,241.25     | 5,223.08     |
| 100-540-5240-00         | TRAVEL/TRANSPORTATION           | 100.00         | 0.00        | 0.00                | 0.00         | 100.00       |
| 100-540-5250-00         | UNIFORMS/LICENSES               | 1,200.00       | 870.50      | 0.00                | 0.00         | 329.50       |
| 100-540-5300-00         | UTILITIES                       | 315,586.91     | 166,474.38  | 31,962.73           | 117,094.45   | 32,018.08    |
| 100-540-5325-00         | TRAINING/EDUCATION              | 500.00         | 30.00       | 0.00                | 0.00         | 470.00       |
| 100-540-5340-00         | OTHER CONTRACT SERVICES         | 52,205.00      | 17,088.37   | 2,079.12            | 15,691.05    | 19,425.58    |
| 100-540-5349-00         | MISCELLANEOUS CONTRACT SERVICES | 40,550.00      | 17,048.41   | 2,345.00            | 13,671.18    | 9,830.41     |
| 100-540-5400-00         | OFFICE SUPPLIES AND MATERIALS   | 44,748.58      | 2,716.91    | 199.10              | 4,646.15     | 37,385.52    |
| 100-540-5410-00         | OPERATION AND MAINTENANCE       | 27,123.01      | 4,966.56    | 177.45              | 2,057.06     | 20,099.39    |
| 100-540-5431-00         | FLAGS/BANNERS/SIGNS             | 20,500.00      | 0.00        | 0.00                | 5,500.00     | 15,000.00    |
| 100-540-5500-00         | CAPITAL OUTLAY                  | 82,636.32      | 34,696.12   | 2,030.00            | 2,187.00     | 45,753.20    |
| 100-540-5510-00         | TECHNOLOGY CAPITAL OUTLAY       | 72,978.01      | 40,837.91   | 0.00                | 3,695.00     | 28,445.10    |
| 100-550-5100-00         | REGULAR SALARIES                | 51,900.00      | 30,241.56   | 2,144.36            | 0.00         | 21,658.44    |
| 100-550-5110-00         | OVERTIME SALARIES               | 1,000.00       | 0.00        | 0.00                | 0.00         | 1,000.00     |
| 100-550-5200-00         | PERS                            | 7,300.00       | 3,925.15    | 0.00                | 0.00         | 3,374.85     |
| 100-550-5210-00         | MEDICARE                        | 775.00         | 415.88      | 31.09               | 0.00         | 359.12       |
| 100-550-5220-00         | WORKERS' COMPENSATION           | 900.00         | (575.27)    | 0.00                | 0.00         | 1,475.27     |
| 100-550-5230-00         | INSURANCE PREMIUMS              | 29,000.00      | 18,622.03   | 1,910.41            | 8,408.05     | 1,969.92     |
| 100-550-5240-00         | TRAVEL/TRANSPORTATION           | 1,000.00       | 0.00        | 0.00                | 0.00         | 1,000.00     |
| 100-550-5250-00         | UNIFORMS/LICENSES               | 150.00         | 0.00        | 0.00                | 0.00         | 150.00       |
| 100-550-5325-00         | TRAINING/EDUCATION              | 3,000.00       | 0.00        | 0.00                | 0.00         | 3,000.00     |
| 100-550-5327-00         | COMMUNITY NEWSLETTER            | 6,129.23       | 1,410.37    | 357.63              | 1,789.63     | 2,929.23     |

PERIOD ENDING 08/31/2020

| GL NUMBER               | DESCRIPTION                         | 2020           | YTD BALANCE  | ACTIVITY FOR        | ENCUMBERED   | UNENCUMBERED |
|-------------------------|-------------------------------------|----------------|--------------|---------------------|--------------|--------------|
|                         |                                     | AMENDED BUDGET | 08/31/2020   | MONTH<br>08/31/2020 | YEAR-TO-DATE | BALANCE      |
| Fund 100 - GENERAL FUND |                                     |                |              |                     |              |              |
| Expenditures            |                                     |                |              |                     |              |              |
| 100-550-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS           | 1,000.00       | 0.00         | 0.00                | 280.00       | 720.00       |
| 100-550-5400-00         | OFFICE SUPPLIES AND MATERIALS       | 1,500.00       | 396.41       | 0.00                | 103.59       | 1,000.00     |
| 100-550-5500-00         | CAPITAL OUTLAY                      | 1,200.00       | 0.00         | 0.00                | 948.02       | 251.98       |
| 100-551-5349-00         | MISCELLANEOUS CONTRACT SERVICES     | 20,544.00      | 3,316.00     | 2,755.25            | 4,234.75     | 12,993.25    |
| 100-551-5400-00         | OFFICE SUPPLIES AND MATERIALS       | 1,150.00       | 121.94       | 0.00                | 200.00       | 828.06       |
| 100-551-5500-00         | CAPITAL OUTLAY                      | 1,300.00       | 0.00         | 0.00                | 0.00         | 1,300.00     |
| 100-560-5100-00         | REGULAR SALARIES                    | 98,900.00      | 63,832.40    | 7,225.60            | 0.00         | 35,067.60    |
| 100-560-5200-00         | PERS                                | 14,000.00      | 8,360.43     | 983.58              | 0.00         | 5,639.57     |
| 100-560-5210-00         | MEDICARE                            | 1,500.00       | 896.71       | 101.04              | 0.00         | 603.29       |
| 100-560-5220-00         | WORKERS' COMPENSATION               | 1,750.00       | (1,257.96)   | 0.00                | 0.00         | 3,007.96     |
| 100-560-5230-00         | INSURANCE PREMIUMS                  | 29,100.00      | 18,902.83    | 2,139.22            | 8,145.25     | 2,051.92     |
| 100-560-5240-00         | TRAVEL/TRANSPORTATION               | 1,500.00       | 9.00         | 0.00                | 0.00         | 1,491.00     |
| 100-560-5250-00         | UNIFORMS/LICENSES                   | 350.00         | 200.00       | 0.00                | 0.00         | 150.00       |
| 100-560-5320-00         | PROFESSIONAL SERVICES               | 17,620.00      | 6,335.00     | 490.00              | 1,520.00     | 9,765.00     |
| 100-560-5325-00         | TRAINING/EDUCATION                  | 7,000.00       | 0.00         | 0.00                | 0.00         | 7,000.00     |
| 100-560-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS           | 3,647.19       | 1,983.81     | 819.98              | 679.71       | 983.67       |
| 100-560-5400-00         | OFFICE SUPPLIES AND MATERIALS       | 2,003.14       | 52.63        | 57.99               | 50.00        | 1,900.51     |
| 100-560-5410-00         | OPERATION AND MAINTENANCE           | 3,299.85       | 1,749.23     | 257.88              | 962.28       | 588.34       |
| 100-560-5500-00         | CAPITAL OUTLAY                      | 5,642.00       | 985.00       | 0.00                | 0.00         | 4,657.00     |
| 100-570-5310-00         | COMMUNICATIONS/PRINTING/ADVERTISING | 30,752.85      | 9,603.47     | 650.10              | 12,534.45    | 8,614.93     |
| 100-570-5320-00         | PROFESSIONAL SERVICES               | 249,206.76     | 120,451.64   | 13,840.99           | 97,458.13    | 31,296.99    |
| 100-570-5322-00         | INCOME TAX COLLECTION FEES          | 220,000.00     | 45,746.50    | 22,213.39           | 0.00         | 174,253.50   |
| 100-570-5323-00         | COUNTY AUDITOR/TREASURER FEES       | 20,000.00      | 7,838.69     | 1,023.48            | 0.00         | 12,161.31    |
| 100-570-5324-00         | ELECTION EXPENSES                   | 5,000.00       | 1,316.40     | 0.00                | 0.00         | 3,683.60     |
| 100-570-5343-00         | CANAL WINCHESTER HISTORICAL SOCIETY | 12,000.00      | 4,000.00     | 0.00                | 8,000.00     | 0.00         |
| 100-570-5343-01         | NATIONAL BARBER MUSEUM              | 3,600.00       | 0.00         | 0.00                | 0.00         | 3,600.00     |
| 100-570-5345-00         | MEMBERSHIPS/SUBSCRIPTIONS           | 53,401.90      | 19,121.00    | 0.00                | 545.01       | 33,735.89    |
| 100-570-5347-00         | PAYMENT TO POLITICAL SUBDIVISION    | 712,381.85     | 504,190.90   | 0.00                | 150,753.84   | 57,437.11    |
| 100-570-5600-00         | DEBT PRINCIPAL                      | 950,000.00     | 950,000.00   | 0.00                | 0.00         | 0.00         |
| 100-570-5601-00         | LEASE PRINCIPAL                     | 233,000.00     | 139,867.38   | 0.00                | 90,376.52    | 2,756.10     |
| 100-570-5610-00         | DEBT INTEREST                       | 34,342.00      | 34,341.84    | 0.00                | 0.00         | 0.16         |
| 100-570-5611-00         | LEASE INTEREST                      | 88,500.00      | 55,792.67    | 0.00                | 32,310.62    | 396.71       |
| 100-570-5700-00         | TRANSFER OUT                        | 1,639,172.00   | 436,577.17   | 46,225.31           | 0.00         | 1,202,594.83 |
| 100-570-5800-00         | ADVANCES OUT                        | 950,828.00     | 0.00         | 0.00                | 0.00         | 950,828.00   |
| 100-600-5100-00         | REGULAR SALARIES                    | 133,900.00     | 84,875.65    | 9,973.62            | 0.00         | 49,024.35    |
| 100-600-5200-00         | PERS                                | 19,000.00      | 11,630.58    | 1,368.30            | 0.00         | 7,369.42     |
| 100-600-5210-00         | MEDICARE                            | 2,000.00       | 1,238.91     | 145.74              | 0.00         | 761.09       |
| 100-600-5220-00         | WORKERS' COMPENSATION               | 2,300.00       | (1,770.73)   | 0.00                | 0.00         | 4,070.73     |
| 100-600-5230-00         | INSURANCE PREMIUMS                  | 31,100.00      | 20,535.64    | 2,338.94            | 8,169.25     | 2,395.11     |
| 100-600-5240-00         | TRAVEL/TRANSPORTATION               | 100.00         | 0.00         | 0.00                | 0.00         | 100.00       |
| 100-600-5250-00         | UNIFORMS/LICENSES                   | 650.00         | 0.00         | 0.00                | 0.00         | 650.00       |
| 100-600-5320-00         | PROFESSIONAL SERVICES               | 250,464.60     | 113,418.71   | 2,273.50            | 71,103.12    | 65,942.77    |
| 100-600-5320-01         | CONSTRUCTION PROFESSIONAL SERVICES  | 822,522.93     | 392,749.00   | 69,655.16           | 289,912.23   | 139,861.70   |
| 100-600-5325-00         | TRAINING/EDUCATION                  | 1,000.00       | 190.00       | 0.00                | 0.00         | 810.00       |
| 100-600-5349-00         | MISCELLANEOUS CONTRACT SERVICES     | 1,000.00       | 592.23       | 0.00                | 195.77       | 212.00       |
| 100-600-5400-00         | OFFICE SUPPLIES AND MATERIALS       | 1,000.00       | 280.55       | 0.00                | 511.85       | 207.60       |
| 100-600-5500-00         | CAPITAL OUTLAY                      | 1,000.00       | 0.00         | 0.00                | 948.02       | 51.98        |
| 100-600-5501-00         | CONSTRUCTION CAPITAL OUTLAY         | 1,447,395.00   | 1,187,292.85 | 215,043.58          | 157,599.50   | 102,502.65   |
| 100-603-5340-00         | OTHER CONTRACT SERVICES             | 28,958.00      | 18,400.77    | 1,376.12            | 8,221.56     | 2,335.67     |
| 100-603-5410-00         | OPERATION AND MAINTENANCE           | 5,000.00       | 629.12       | 0.00                | 170.88       | 4,200.00     |
| 100-603-5500-00         | CAPITAL OUTLAY                      | 45,500.00      | 4,975.00     | 0.00                | 0.00         | 40,525.00    |
| TOTAL EXPENDITURES      |                                     | 13,760,039.82  | 7,000,841.90 | 728,608.12          | 2,116,025.80 | 4,643,172.12 |

PERIOD ENDING 08/31/2020

| GL NUMBER                      | DESCRIPTION                     | 2020           | YTD BALANCE   | ACTIVITY FOR        | ENCUMBERED     | UNENCUMBERED   |
|--------------------------------|---------------------------------|----------------|---------------|---------------------|----------------|----------------|
|                                |                                 | AMENDED BUDGET | 08/31/2020    | MONTH<br>08/31/2020 | YEAR-TO-DATE   | BALANCE        |
| Fund 100 - GENERAL FUND        |                                 |                |               |                     |                |                |
| TOTAL REVENUES                 |                                 | 9,929,050.00   | 9,021,017.77  | 989,990.26          | 0.00           | 908,032.23     |
| TOTAL EXPENDITURES             |                                 | 13,760,039.82  | 7,000,841.90  | 728,608.12          | 2,116,025.80   | 4,643,172.12   |
| NET OF REVENUES & EXPENDITURES |                                 | (3,830,989.82) | 2,020,175.87  | 261,382.14          | (2,116,025.80) | (3,735,139.89) |
| BEG. FUND BALANCE              |                                 | 10,567,770.00  | 10,567,770.00 |                     |                |                |
| END FUND BALANCE               |                                 | 6,736,780.18   | 12,587,945.87 |                     |                |                |
| Fund 200 - STREET MAINTENANCE  |                                 |                |               |                     |                |                |
| Revenues                       |                                 |                |               |                     |                |                |
| 200-000-4322-00                | AUTO LICENSE TAX                | 66,600.00      | 43,799.18     | 6,518.80            | 0.00           | 22,800.82      |
| 200-000-4323-00                | GASOLINE TAX                    | 500,000.00     | 279,363.78    | 37,183.57           | 0.00           | 220,636.22     |
| 200-000-4700-00                | INTEREST                        | 7,500.00       | 0.00          | 0.00                | 0.00           | 7,500.00       |
| 200-000-4810-00                | MISCELLANEOUS                   | 2,000.00       | 3,332.74      | 23.98               | 0.00           | (1,332.74)     |
| TOTAL REVENUES                 |                                 | 576,100.00     | 326,495.70    | 43,726.35           | 0.00           | 249,604.30     |
| Expenditures                   |                                 |                |               |                     |                |                |
| 200-601-5100-00                | REGULAR SALARIES                | 194,000.00     | 120,213.55    | 17,334.01           | 0.00           | 73,786.45      |
| 200-601-5110-00                | OVERTIME SALARIES               | 4,300.00       | 0.00          | 0.00                | 0.00           | 4,300.00       |
| 200-601-5200-00                | PERS                            | 28,000.00      | 16,417.28     | 2,398.76            | 0.00           | 11,582.72      |
| 200-601-5210-00                | MEDICARE                        | 2,500.00       | 1,725.34      | 247.43              | 0.00           | 774.66         |
| 200-601-5220-00                | WORKERS' COMPENSATION           | 3,500.00       | (1,884.46)    | 0.00                | 0.00           | 5,384.46       |
| 200-601-5230-00                | INSURANCE PREMIUMS              | 80,000.00      | 50,853.26     | 6,417.66            | 24,338.34      | 4,808.40       |
| 200-601-5240-00                | TRAVEL/TRANSPORTATION           | 750.00         | 0.00          | 0.00                | 0.00           | 750.00         |
| 200-601-5250-00                | UNIFORMS/LICENSES               | 1,250.00       | 1,074.50      | 0.00                | 0.00           | 175.50         |
| 200-601-5325-00                | TRAINING/EDUCATION              | 1,500.00       | 30.00         | 0.00                | 0.00           | 1,470.00       |
| 200-601-5345-00                | MEMBERSHIPS/SUBSCRIPTIONS       | 1,500.00       | 648.32        | 0.00                | 0.00           | 851.68         |
| 200-601-5400-00                | OFFICE SUPPLIES AND MATERIALS   | 3,000.00       | 497.15        | 182.99              | 460.84         | 2,042.01       |
| 200-601-5500-00                | CAPITAL OUTLAY                  | 6,627.00       | 985.00        | 0.00                | 0.00           | 5,642.00       |
| 200-602-5340-00                | OTHER CONTRACT SERVICES         | 10,000.00      | 3,518.03      | 0.00                | 0.00           | 6,481.97       |
| 200-602-5410-00                | OPERATION AND MAINTENANCE       | 11,500.00      | 1,500.00      | 0.00                | 0.00           | 10,000.00      |
| 200-602-5411-00                | FUEL                            | 18,845.64      | 5,599.38      | 2,422.66            | 7,246.26       | 6,000.00       |
| 200-602-5420-00                | FLEET OPERATION AND MAINTENANCE | 15,664.43      | 10,942.02     | 693.34              | 4,417.24       | 305.17         |
| 200-602-5500-00                | CAPITAL OUTLAY                  | 7,600.00       | 426.73        | 0.00                | 0.00           | 7,173.27       |
| 200-602-5600-00                | DEBT PRINCIPAL                  | 143,000.00     | 143,000.00    | 0.00                | 0.00           | 0.00           |
| 200-602-5601-00                | LEASE PRINCIPAL                 | 15,000.00      | 4,416.98      | 0.00                | 4,516.27       | 6,066.75       |
| 200-602-5610-00                | DEBT INTEREST                   | 7,650.00       | 7,650.00      | 0.00                | 0.00           | 0.00           |
| 200-602-5611-00                | LEASE INTEREST                  | 1,500.00       | 377.84        | 0.00                | 239.02         | 883.14         |
| 200-603-5352-00                | GIS                             | 4,500.00       | 144.61        | 0.00                | 0.00           | 4,355.39       |
| 200-603-5410-00                | OPERATION AND MAINTENANCE       | 46,199.85      | 24,827.33     | 693.67              | 11,729.48      | 9,643.04       |
| 200-603-5500-00                | CAPITAL OUTLAY                  | 25,055.50      | 10,019.45     | 0.00                | 0.00           | 15,036.05      |
| 200-604-5410-00                | OPERATION AND MAINTENANCE       | 36,000.00      | 25,089.29     | 0.00                | 4,219.11       | 6,691.60       |
| 200-604-5500-00                | CAPITAL OUTLAY                  | 8,000.00       | 0.00          | 0.00                | 0.00           | 8,000.00       |
| TOTAL EXPENDITURES             |                                 | 677,442.42     | 428,071.60    | 30,390.52           | 57,166.56      | 192,204.26     |
| TOTAL REVENUES                 |                                 | 576,100.00     | 326,495.70    | 43,726.35           | 0.00           | 249,604.30     |
| TOTAL EXPENDITURES             |                                 | 677,442.42     | 428,071.60    | 30,390.52           | 57,166.56      | 192,204.26     |
| NET OF REVENUES & EXPENDITURES |                                 | (101,342.42)   | (101,575.90)  | 13,335.83           | (57,166.56)    | 57,400.04      |
| BEG. FUND BALANCE              |                                 | 587,786.87     | 587,786.87    |                     |                |                |
| END FUND BALANCE               |                                 | 486,444.45     | 486,210.97    |                     |                |                |
| Fund 201 - STATE HIGHWAY       |                                 |                |               |                     |                |                |
| Revenues                       |                                 |                |               |                     |                |                |

PERIOD ENDING 08/31/2020

| GL NUMBER                      | DESCRIPTION                   | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|--------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 201 - STATE HIGHWAY       |                               |                        |                           |                                     |                            |                         |
| Revenues                       |                               |                        |                           |                                     |                            |                         |
| 201-000-4322-00                | AUTO LICENSE TAX              | 5,300.00               | 3,551.29                  | 528.56                              | 0.00                       | 1,748.71                |
| 201-000-4323-00                | GASOLINE TAX                  | 40,000.00              | 22,651.11                 | 3,014.88                            | 0.00                       | 17,348.89               |
| 201-000-4700-00                | INTEREST                      | 1,000.00               | 0.00                      | 0.00                                | 0.00                       | 1,000.00                |
| TOTAL REVENUES                 |                               | 46,300.00              | 26,202.40                 | 3,543.44                            | 0.00                       | 20,097.60               |
| Expenditures                   |                               |                        |                           |                                     |                            |                         |
| 201-603-5340-00                | OTHER CONTRACT SERVICES       | 6,000.00               | 2,704.76                  | 174.79                              | 2,623.56                   | 671.68                  |
| 201-603-5410-00                | OPERATION AND MAINTENANCE     | 20,000.00              | 6,192.40                  | 0.00                                | 6,017.23                   | 7,790.37                |
| 201-603-5500-00                | CAPITAL OUTLAY                | 7,000.00               | 1,963.95                  | 0.00                                | 0.00                       | 5,036.05                |
| 201-603-5601-00                | LEASE PRINCIPAL               | 10,000.00              | 0.00                      | 0.00                                | 0.00                       | 10,000.00               |
| 201-603-5611-00                | LEASE INTEREST                | 1,250.00               | 0.00                      | 0.00                                | 0.00                       | 1,250.00                |
| TOTAL EXPENDITURES             |                               | 44,250.00              | 10,861.11                 | 174.79                              | 8,640.79                   | 24,748.10               |
| TOTAL REVENUES                 |                               | 46,300.00              | 26,202.40                 | 3,543.44                            | 0.00                       | 20,097.60               |
| TOTAL EXPENDITURES             |                               | 44,250.00              | 10,861.11                 | 174.79                              | 8,640.79                   | 24,748.10               |
| NET OF REVENUES & EXPENDITURES |                               | 2,050.00               | 15,341.29                 | 3,368.65                            | (8,640.79)                 | (4,650.50)              |
| BEG. FUND BALANCE              |                               | 104,484.09             | 104,484.09                |                                     |                            |                         |
| END FUND BALANCE               |                               | 106,534.09             | 119,825.38                |                                     |                            |                         |
| Fund 202 - COURT TECH FUND A   |                               |                        |                           |                                     |                            |                         |
| Revenues                       |                               |                        |                           |                                     |                            |                         |
| 202-000-4691-00                | COMPUTER FEE                  | 2,000.00               | 1,487.00                  | 191.00                              | 0.00                       | 513.00                  |
| TOTAL REVENUES                 |                               | 2,000.00               | 1,487.00                  | 191.00                              | 0.00                       | 513.00                  |
| Expenditures                   |                               |                        |                           |                                     |                            |                         |
| 202-510-5340-00                | OTHER CONTRACT SERVICES       | 1,400.00               | 1,000.00                  | 0.00                                | 0.00                       | 400.00                  |
| 202-510-5400-00                | OFFICE SUPPLIES AND MATERIALS | 750.00                 | 205.00                    | 0.00                                | 0.00                       | 545.00                  |
| 202-510-5500-00                | CAPITAL OUTLAY                | 1,500.00               | 0.00                      | 0.00                                | 0.00                       | 1,500.00                |
| TOTAL EXPENDITURES             |                               | 3,650.00               | 1,205.00                  | 0.00                                | 0.00                       | 2,445.00                |
| TOTAL REVENUES                 |                               | 2,000.00               | 1,487.00                  | 191.00                              | 0.00                       | 513.00                  |
| TOTAL EXPENDITURES             |                               | 3,650.00               | 1,205.00                  | 0.00                                | 0.00                       | 2,445.00                |
| NET OF REVENUES & EXPENDITURES |                               | (1,650.00)             | 282.00                    | 191.00                              | 0.00                       | (1,932.00)              |
| BEG. FUND BALANCE              |                               | 22,842.98              | 22,842.98                 |                                     |                            |                         |
| END FUND BALANCE               |                               | 21,192.98              | 23,124.98                 |                                     |                            |                         |
| Fund 203 - COURT TECH FUND B   |                               |                        |                           |                                     |                            |                         |
| Revenues                       |                               |                        |                           |                                     |                            |                         |
| 203-000-4691-00                | COMPUTER FEE                  | 6,000.00               | 4,952.00                  | 649.00                              | 0.00                       | 1,048.00                |
| TOTAL REVENUES                 |                               | 6,000.00               | 4,952.00                  | 649.00                              | 0.00                       | 1,048.00                |
| Expenditures                   |                               |                        |                           |                                     |                            |                         |
| 203-510-5340-00                | OTHER CONTRACT SERVICES       | 1,400.00               | 1,000.00                  | 0.00                                | 0.00                       | 400.00                  |

PERIOD ENDING 08/31/2020

| GL NUMBER                      | DESCRIPTION                   | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|--------------------------------|-------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 203 - COURT TECH FUND B   |                               |                        |                           |                                     |                            |                         |
| Expenditures                   |                               |                        |                           |                                     |                            |                         |
| 203-510-5400-00                | OFFICE SUPPLIES AND MATERIALS | 750.00                 | 204.98                    | 0.00                                | 0.00                       | 545.02                  |
| 203-510-5500-00                | CAPITAL OUTLAY                | 1,500.00               | 0.00                      | 0.00                                | 0.00                       | 1,500.00                |
| TOTAL EXPENDITURES             |                               | 3,650.00               | 1,204.98                  | 0.00                                | 0.00                       | 2,445.02                |
| TOTAL REVENUES                 |                               | 6,000.00               | 4,952.00                  | 649.00                              | 0.00                       | 1,048.00                |
| TOTAL EXPENDITURES             |                               | 3,650.00               | 1,204.98                  | 0.00                                | 0.00                       | 2,445.02                |
| NET OF REVENUES & EXPENDITURES |                               | 2,350.00               | 3,747.02                  | 649.00                              | 0.00                       | (1,397.02)              |
| BEG. FUND BALANCE              |                               | 19,379.33              | 19,379.33                 |                                     |                            |                         |
| END FUND BALANCE               |                               | 21,729.33              | 23,126.35                 |                                     |                            |                         |
| Fund 204 - PERMISSIVE TAX      |                               |                        |                           |                                     |                            |                         |
| Revenues                       |                               |                        |                           |                                     |                            |                         |
| 204-000-4324-00                | PERMISSIVE AUTO LICENSE TAX   | 65,000.00              | 44,775.70                 | 7,340.25                            | 0.00                       | 20,224.30               |
| TOTAL REVENUES                 |                               | 65,000.00              | 44,775.70                 | 7,340.25                            | 0.00                       | 20,224.30               |
| Expenditures                   |                               |                        |                           |                                     |                            |                         |
| 204-603-5340-00                | OTHER CONTRACT SERVICES       | 10,000.00              | 2,704.78                  | 174.80                              | 2,623.54                   | 4,671.68                |
| 204-603-5410-00                | OPERATION AND MAINTENANCE     | 6,300.00               | 0.00                      | 0.00                                | 0.00                       | 6,300.00                |
| 204-603-5500-00                | CAPITAL OUTLAY                | 10,000.00              | 0.00                      | 0.00                                | 0.00                       | 10,000.00               |
| 204-603-5601-00                | LEASE PRINCIPAL               | 38,000.00              | 18,748.49                 | 0.00                                | 19,076.59                  | 174.92                  |
| 204-603-5611-00                | LEASE INTEREST                | 1,700.00               | 1,001.62                  | 0.00                                | 673.52                     | 24.86                   |
| TOTAL EXPENDITURES             |                               | 66,000.00              | 22,454.89                 | 174.80                              | 22,373.65                  | 21,171.46               |
| TOTAL REVENUES                 |                               | 65,000.00              | 44,775.70                 | 7,340.25                            | 0.00                       | 20,224.30               |
| TOTAL EXPENDITURES             |                               | 66,000.00              | 22,454.89                 | 174.80                              | 22,373.65                  | 21,171.46               |
| NET OF REVENUES & EXPENDITURES |                               | (1,000.00)             | 22,320.81                 | 7,165.45                            | (22,373.65)                | (947.16)                |
| BEG. FUND BALANCE              |                               | 141,373.06             | 141,373.06                |                                     |                            |                         |
| END FUND BALANCE               |                               | 140,373.06             | 163,693.87                |                                     |                            |                         |
| Fund 205 - BED TAX FUND        |                               |                        |                           |                                     |                            |                         |
| Revenues                       |                               |                        |                           |                                     |                            |                         |
| 205-000-4220-00                | HOTEL/MOTEL TAX               | 150,000.00             | 41,764.94                 | 7,532.62                            | 0.00                       | 108,235.06              |
| TOTAL REVENUES                 |                               | 150,000.00             | 41,764.94                 | 7,532.62                            | 0.00                       | 108,235.06              |
| Expenditures                   |                               |                        |                           |                                     |                            |                         |
| 205-501-5340-00                | OTHER CONTRACT SERVICES       | 30,000.00              | 0.00                      | 0.00                                | 0.00                       | 30,000.00               |
| 205-501-5351-00                | BED TAX GRANT                 | 46,000.00              | 23,300.00                 | 0.00                                | 2,000.00                   | 20,700.00               |
| 205-570-5344-00                | DESTINATION: CANAL WINCHESTER | 80,000.00              | 30,000.00                 | 0.00                                | 45,000.00                  | 5,000.00                |
| TOTAL EXPENDITURES             |                               | 156,000.00             | 53,300.00                 | 0.00                                | 47,000.00                  | 55,700.00               |
| TOTAL REVENUES                 |                               | 150,000.00             | 41,764.94                 | 7,532.62                            | 0.00                       | 108,235.06              |
| TOTAL EXPENDITURES             |                               | 156,000.00             | 53,300.00                 | 0.00                                | 47,000.00                  | 55,700.00               |

PERIOD ENDING 08/31/2020

| GL NUMBER                        | DESCRIPTION                        | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|----------------------------------|------------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 205 - BED TAX FUND          |                                    |                        |                           |                                     |                            |                         |
| NET OF REVENUES & EXPENDITURES   |                                    | (6,000.00)             | (11,535.06)               | 7,532.62                            | (47,000.00)                | 52,535.06               |
| BEG. FUND BALANCE                |                                    | 170,445.58             | 170,445.58                |                                     |                            |                         |
| END FUND BALANCE                 |                                    | 164,445.58             | 158,910.52                |                                     |                            |                         |
| Fund 209 - DILEY ROAD PITIE FUND |                                    |                        |                           |                                     |                            |                         |
| Revenues                         |                                    |                        |                           |                                     |                            |                         |
| 209-000-4200-00                  | GENERAL PROPERTY TAX - REAL ESTATE | 200,000.00             | 217,005.56                | 108,502.78                          | 0.00                       | (17,005.56)             |
| TOTAL REVENUES                   |                                    | 200,000.00             | 217,005.56                | 108,502.78                          | 0.00                       | (17,005.56)             |
| Expenditures                     |                                    |                        |                           |                                     |                            |                         |
| 209-570-5323-00                  | COUNTY AUDITOR/TREASURER FEES      | 4,500.00               | 2,788.17                  | 1,407.94                            | 0.00                       | 1,711.83                |
| TOTAL EXPENDITURES               |                                    | 4,500.00               | 2,788.17                  | 1,407.94                            | 0.00                       | 1,711.83                |
| TOTAL REVENUES                   |                                    | 200,000.00             | 217,005.56                | 108,502.78                          | 0.00                       | (17,005.56)             |
| TOTAL EXPENDITURES               |                                    | 4,500.00               | 2,788.17                  | 1,407.94                            | 0.00                       | 1,711.83                |
| NET OF REVENUES & EXPENDITURES   |                                    | 195,500.00             | 214,217.39                | 107,094.84                          | 0.00                       | (18,717.39)             |
| BEG. FUND BALANCE                |                                    | 1,536,701.65           | 1,536,701.65              |                                     |                            |                         |
| END FUND BALANCE                 |                                    | 1,732,201.65           | 1,750,919.04              |                                     |                            |                         |
| Fund 210 - GENDER ROAD TIF       |                                    |                        |                           |                                     |                            |                         |
| Revenues                         |                                    |                        |                           |                                     |                            |                         |
| 210-000-4200-00                  | GENERAL PROPERTY TAX - REAL ESTATE | 317,000.00             | 143,760.76                | 0.00                                | 0.00                       | 173,239.24              |
| 210-000-4910-00                  | ADVANCE IN                         | 0.00                   | 1,409,000.00              | 0.00                                | 0.00                       | (1,409,000.00)          |
| TOTAL REVENUES                   |                                    | 317,000.00             | 1,552,760.76              | 0.00                                | 0.00                       | (1,235,760.76)          |
| Expenditures                     |                                    |                        |                           |                                     |                            |                         |
| 210-570-5320-01                  | CONSTRUCTION PROFESSIONAL SERVICES | 68,000.00              | 0.00                      | 0.00                                | 0.00                       | 68,000.00               |
| 210-570-5323-00                  | COUNTY AUDITOR/TREASURER FEES      | 5,500.00               | 1,933.31                  | 0.00                                | 0.00                       | 3,566.69                |
| 210-570-5410-00                  | OPERATION AND MAINTENANCE          | 40,000.00              | 40,000.00                 | 0.00                                | 0.00                       | 0.00                    |
| 210-570-5500-00                  | CAPITAL OUTLAY                     | 1,341,000.00           | 561,406.86                | 399,065.50                          | 617,439.73                 | 162,153.41              |
| 210-570-5800-00                  | ADVANCES OUT                       | 40,000.00              | 0.00                      | 0.00                                | 0.00                       | 40,000.00               |
| TOTAL EXPENDITURES               |                                    | 1,494,500.00           | 603,340.17                | 399,065.50                          | 617,439.73                 | 273,720.10              |
| TOTAL REVENUES                   |                                    | 317,000.00             | 1,552,760.76              | 0.00                                | 0.00                       | (1,235,760.76)          |
| TOTAL EXPENDITURES               |                                    | 1,494,500.00           | 603,340.17                | 399,065.50                          | 617,439.73                 | 273,720.10              |
| NET OF REVENUES & EXPENDITURES   |                                    | (1,177,500.00)         | 949,420.59                | (399,065.50)                        | (617,439.73)               | (1,509,480.86)          |
| BEG. FUND BALANCE                |                                    | 336,889.63             | 336,889.63                |                                     |                            |                         |
| END FUND BALANCE                 |                                    | (840,610.37)           | 1,286,310.22              |                                     |                            |                         |
| Fund 211 - CEMETERY FUND         |                                    |                        |                           |                                     |                            |                         |
| Revenues                         |                                    |                        |                           |                                     |                            |                         |
| 211-000-4541-00                  | PERPETUAL CARE                     | 2,500.00               | 1,940.00                  | 0.00                                | 0.00                       | 560.00                  |
| TOTAL REVENUES                   |                                    | 2,500.00               | 1,940.00                  | 0.00                                | 0.00                       | 560.00                  |

PERIOD ENDING 08/31/2020

| GL NUMBER                           | DESCRIPTION                        | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|-------------------------------------|------------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 211 - CEMETERY FUND            |                                    |                        |                           |                                     |                            |                         |
| TOTAL REVENUES                      |                                    | 2,500.00               | 1,940.00                  | 0.00                                | 0.00                       | 560.00                  |
| TOTAL EXPENDITURES                  |                                    | 0.00                   | 0.00                      | 0.00                                | 0.00                       | 0.00                    |
| NET OF REVENUES & EXPENDITURES      |                                    | 2,500.00               | 1,940.00                  | 0.00                                | 0.00                       | 560.00                  |
| BEG. FUND BALANCE                   |                                    | 15,721.71              | 15,721.71                 |                                     |                            |                         |
| END FUND BALANCE                    |                                    | 18,221.71              | 17,661.71                 |                                     |                            |                         |
| Fund 212 - MCGILL PARK FUND         |                                    |                        |                           |                                     |                            |                         |
| Revenues                            |                                    |                        |                           |                                     |                            |                         |
| 212-000-4820-00                     | DONATIONS/CONTRIBUTIONS            | 50,000.00              | 345,000.00                | 0.00                                | 0.00                       | (295,000.00)            |
| TOTAL REVENUES                      |                                    | 50,000.00              | 345,000.00                | 0.00                                | 0.00                       | (295,000.00)            |
| TOTAL REVENUES                      |                                    | 50,000.00              | 345,000.00                | 0.00                                | 0.00                       | (295,000.00)            |
| TOTAL EXPENDITURES                  |                                    | 0.00                   | 0.00                      | 0.00                                | 0.00                       | 0.00                    |
| NET OF REVENUES & EXPENDITURES      |                                    | 50,000.00              | 345,000.00                | 0.00                                | 0.00                       | (295,000.00)            |
| BEG. FUND BALANCE                   |                                    | 162,510.00             | 162,510.00                |                                     |                            |                         |
| END FUND BALANCE                    |                                    | 212,510.00             | 507,510.00                |                                     |                            |                         |
| Fund 213 - GREENGATE DR TIF         |                                    |                        |                           |                                     |                            |                         |
| Revenues                            |                                    |                        |                           |                                     |                            |                         |
| 213-000-4200-00                     | GENERAL PROPERTY TAX - REAL ESTATE | 0.00                   | 52,250.56                 | 26,125.28                           | 0.00                       | (52,250.56)             |
| TOTAL REVENUES                      |                                    | 0.00                   | 52,250.56                 | 26,125.28                           | 0.00                       | (52,250.56)             |
| TOTAL REVENUES                      |                                    | 0.00                   | 52,250.56                 | 26,125.28                           | 0.00                       | (52,250.56)             |
| TOTAL EXPENDITURES                  |                                    | 0.00                   | 0.00                      | 0.00                                | 0.00                       | 0.00                    |
| NET OF REVENUES & EXPENDITURES      |                                    | 0.00                   | 52,250.56                 | 26,125.28                           | 0.00                       | (52,250.56)             |
| BEG. FUND BALANCE                   |                                    | 28,789.16              | 28,789.16                 |                                     |                            |                         |
| END FUND BALANCE                    |                                    | 28,789.16              | 81,039.72                 |                                     |                            |                         |
| Fund 300 - GENERAL OBLIGATION BONDS |                                    |                        |                           |                                     |                            |                         |
| Revenues                            |                                    |                        |                           |                                     |                            |                         |
| 300-000-4832-00                     | PREMIUM AND INTEREST               | 0.00                   | 191.00                    | 0.00                                | 0.00                       | (191.00)                |
| 300-000-4900-00                     | TRANSFER IN                        | 885,000.00             | 583,106.83                | 46,225.31                           | 0.00                       | 301,893.17              |
| TOTAL REVENUES                      |                                    | 885,000.00             | 583,297.83                | 46,225.31                           | 0.00                       | 301,702.17              |
| Expenditures                        |                                    |                        |                           |                                     |                            |                         |
| 300-571-5600-00                     | DEBT PRINCIPAL                     | 765,000.00             | 187,234.01                | 0.00                                | 425,388.09                 | 152,377.90              |
| 300-571-5610-00                     | DEBT INTEREST                      | 120,000.00             | 83,242.18                 | 0.00                                | 25,729.48                  | 11,028.34               |
| TOTAL EXPENDITURES                  |                                    | 885,000.00             | 270,476.19                | 0.00                                | 451,117.57                 | 163,406.24              |
| TOTAL REVENUES                      |                                    | 885,000.00             | 583,297.83                | 46,225.31                           | 0.00                       | 301,702.17              |
| TOTAL EXPENDITURES                  |                                    | 885,000.00             | 270,476.19                | 0.00                                | 451,117.57                 | 163,406.24              |
| NET OF REVENUES & EXPENDITURES      |                                    | 0.00                   | 312,821.64                | 46,225.31                           | (451,117.57)               | 138,295.93              |
| BEG. FUND BALANCE                   |                                    | 58,567.70              | 58,567.70                 |                                     |                            |                         |

PERIOD ENDING 08/31/2020

| GL NUMBER                               | DESCRIPTION                        | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|---|------------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 300 - GENERAL OBLIGATION BONDS     |                                    |                        |                           |                                     |                            |                         |
| END FUND BALANCE                        |                                    | 58,567.70              | 371,389.34                |                                     |                            |                         |
| Fund 400 - CAPITAL IMPROVEMENTS         |                                    |                        |                           |                                     |                            |                         |
| Revenues                                |                                    |                        |                           |                                     |                            |                         |
| 400-700-4700-00                         | INTEREST                           | 0.00                   | 88.43                     | 0.90                                | 0.00                       | (88.43)                 |
| TOTAL REVENUES                          |                                    | 0.00                   | 88.43                     | 0.90                                | 0.00                       | (88.43)                 |
| Expenditures                            |                                    |                        |                           |                                     |                            |                         |
| 400-700-5500-00                         | CAPITAL OUTLAY                     | 4,350.00               | 4,350.00                  | 0.00                                | 0.00                       | 0.00                    |
| 400-700-5700-00                         | TRANSFER OUT                       | 150,000.00             | 146,529.66                | 0.00                                | 0.00                       | 3,470.34                |
| TOTAL EXPENDITURES                      |                                    | 154,350.00             | 150,879.66                | 0.00                                | 0.00                       | 3,470.34                |
| TOTAL REVENUES                          |                                    | 0.00                   | 88.43                     | 0.90                                | 0.00                       | (88.43)                 |
| TOTAL EXPENDITURES                      |                                    | 154,350.00             | 150,879.66                | 0.00                                | 0.00                       | 3,470.34                |
| NET OF REVENUES & EXPENDITURES          |                                    | (154,350.00)           | (150,791.23)              | 0.90                                | 0.00                       | (3,558.77)              |
| BEG. FUND BALANCE                       |                                    | 151,241.16             | 151,241.16                |                                     |                            |                         |
| END FUND BALANCE                        |                                    | (3,108.84)             | 449.93                    |                                     |                            |                         |
| Fund 401 - ISSUE 2 / CDBG GRANTS        |                                    |                        |                           |                                     |                            |                         |
| Expenditures                            |                                    |                        |                           |                                     |                            |                         |
| 401-600-5501-00                         | CONSTRUCTION CAPITAL OUTLAY        | 0.00                   | (33,164.38)               | 0.00                                | 0.00                       | 33,164.38               |
| TOTAL EXPENDITURES                      |                                    | 0.00                   | (33,164.38)               | 0.00                                | 0.00                       | 33,164.38               |
| TOTAL REVENUES                          |                                    | 0.00                   | 0.00                      | 0.00                                | 0.00                       | 0.00                    |
| TOTAL EXPENDITURES                      |                                    | 0.00                   | (33,164.38)               | 0.00                                | 0.00                       | 33,164.38               |
| NET OF REVENUES & EXPENDITURES          |                                    | 0.00                   | 33,164.38                 | 0.00                                | 0.00                       | (33,164.38)             |
| BEG. FUND BALANCE                       |                                    | 92,429.46              | 92,429.46                 |                                     |                            |                         |
| END FUND BALANCE                        |                                    | 92,429.46              | 125,593.84                |                                     |                            |                         |
| Fund 402 - STATE GRANT CAPITAL PROJECTS |                                    |                        |                           |                                     |                            |                         |
| Revenues                                |                                    |                        |                           |                                     |                            |                         |
| 402-000-4340-00                         | STATE GRANTS                       | 500,000.00             | 0.00                      | 0.00                                | 0.00                       | 500,000.00              |
| 402-000-4900-00                         | TRANSFER IN                        | 600,000.00             | 0.00                      | 0.00                                | 0.00                       | 600,000.00              |
| 402-000-4910-00                         | ADVANCE IN                         | 500,000.00             | 0.00                      | 0.00                                | 0.00                       | 500,000.00              |
| TOTAL REVENUES                          |                                    | 1,600,000.00           | 0.00                      | 0.00                                | 0.00                       | 1,600,000.00            |
| Expenditures                            |                                    |                        |                           |                                     |                            |                         |
| 402-600-5320-01                         | CONSTRUCTION PROFESSIONAL SERVICES | 82,000.00              | 0.00                      | 0.00                                | 0.00                       | 82,000.00               |
| 402-600-5501-00                         | CONSTRUCTION CAPITAL OUTLAY        | 2,006,746.55           | 10,448.55                 | 0.00                                | 76,298.00                  | 1,920,000.00            |
| 402-600-5800-00                         | ADVANCES OUT                       | 950,828.00             | 0.00                      | 0.00                                | 0.00                       | 950,828.00              |
| TOTAL EXPENDITURES                      |                                    | 3,039,574.55           | 10,448.55                 | 0.00                                | 76,298.00                  | 2,952,828.00            |
| TOTAL REVENUES                          |                                    | 1,600,000.00           | 0.00                      | 0.00                                | 0.00                       | 1,600,000.00            |

PERIOD ENDING 08/31/2020

| GL NUMBER                               | DESCRIPTION                      | 2020           | YTD BALANCE  | ACTIVITY FOR        | ENCUMBERED   | UNENCUMBERED   |
|---|----------------------------------|----------------|--------------|---------------------|--------------|----------------|
|   |                                  | AMENDED BUDGET | 08/31/2020   | MONTH<br>08/31/2020 | YEAR-TO-DATE | BALANCE        |
| Fund 402 - STATE GRANT CAPITAL PROJECTS |                                  |                |              |                     |              |                |
| TOTAL EXPENDITURES                      |                                  | 3,039,574.55   | 10,448.55    | 0.00                | 76,298.00    | 2,952,828.00   |
| NET OF REVENUES & EXPENDITURES          |                                  | (1,439,574.55) | (10,448.55)  | 0.00                | (76,298.00)  | (1,352,828.00) |
| BEG. FUND BALANCE                       |                                  | 100,953.88     | 100,953.88   |                     |              |                |
| END FUND BALANCE                        |                                  | (1,338,620.67) | 90,505.33    |                     |              |                |
| Fund 500 - WATER                        |                                  |                |              |                     |              |                |
| Revenues                                |                                  |                |              |                     |              |                |
| 500-000-4420-00                         | WATER SPECIAL ASSESSMENT         | 250.00         | 0.00         | 0.00                | 0.00         | 250.00         |
| 500-000-4530-00                         | USER CHARGES                     | 1,575,000.00   | 1,030,786.47 | 193,163.14          | 0.00         | 544,213.53     |
| 500-000-4532-00                         | BULK WATER CHARGES               | 3,000.00       | 4,162.00     | 468.00              | 0.00         | (1,162.00)     |
| 500-000-4533-00                         | CELLULAR ANTENNA RENT            | 35,000.00      | 25,257.20    | 3,013.40            | 0.00         | 9,742.80       |
| 500-000-4670-00                         | WATER METER FEES                 | 12,000.00      | 20,000.00    | 1,800.00            | 0.00         | (8,000.00)     |
| 500-000-4810-00                         | MISCELLANEOUS                    | 250.00         | 707.62       | 11.99               | 0.00         | (457.62)       |
| TOTAL REVENUES                          |                                  | 1,625,500.00   | 1,080,913.29 | 198,456.53          | 0.00         | 544,586.71     |
| Expenditures                            |                                  |                |              |                     |              |                |
| 500-800-5100-00                         | REGULAR SALARIES                 | 381,000.00     | 229,000.01   | 27,184.58           | 0.00         | 151,999.99     |
| 500-800-5110-00                         | OVERTIME SALARIES                | 15,000.00      | 5,216.97     | 259.02              | 0.00         | 9,783.03       |
| 500-800-5200-00                         | PERS                             | 52,500.00      | 31,570.99    | 3,773.00            | 0.00         | 20,929.01      |
| 500-800-5210-00                         | MEDICARE                         | 5,800.00       | 3,377.41     | 392.62              | 0.00         | 2,422.59       |
| 500-800-5220-00                         | WORKERS' COMPENSATION            | 6,800.00       | (4,407.47)   | 0.00                | 0.00         | 11,207.47      |
| 500-800-5230-00                         | INSURANCE PREMIUMS               | 146,000.00     | 84,343.44    | 9,819.97            | 40,044.96    | 21,611.60      |
| 500-800-5240-00                         | TRAVEL/TRANSPORTATION            | 200.00         | 0.00         | 0.00                | 0.00         | 200.00         |
| 500-800-5250-00                         | UNIFORMS/LICENSES                | 3,200.00       | 1,400.00     | 0.00                | 0.00         | 1,800.00       |
| 500-800-5320-00                         | PROFESSIONAL SERVICES            | 11,086.49      | 6,130.06     | 768.94              | 4,718.27     | 238.16         |
| 500-800-5325-00                         | TRAINING/EDUCATION               | 2,000.00       | 615.00       | 465.00              | 75.00        | 1,310.00       |
| 500-800-5326-00                         | BILL PRINTING/MAILING SERVICES   | 4,308.00       | 2,624.93     | 597.49              | 1,481.91     | 201.16         |
| 500-800-5330-00                         | INSURANCE/BONDING                | 15,000.00      | 1,000.00     | 0.00                | 13,000.00    | 1,000.00       |
| 500-800-5345-00                         | MEMBERSHIPS/SUBSCRIPTIONS        | 12,000.00      | 8,161.51     | 0.00                | 1,000.00     | 2,838.49       |
| 500-800-5348-00                         | STATE OPERATING FEES             | 7,000.00       | 0.00         | 0.00                | 0.00         | 7,000.00       |
| 500-800-5400-00                         | OFFICE SUPPLIES AND MATERIALS    | 8,000.00       | 612.57       | 612.57              | 995.42       | 6,392.01       |
| 500-800-5500-00                         | CAPITAL OUTLAY                   | 9,000.00       | 2,862.38     | 0.00                | 375.00       | 5,762.62       |
| 500-800-5600-00                         | DEBT PRINCIPAL                   | 218,500.00     | 216,504.16   | 0.00                | 1,961.92     | 33.92          |
| 500-800-5610-00                         | DEBT INTEREST                    | 45,000.00      | 44,641.65    | 0.00                | 0.00         | 358.35         |
| 500-801-5340-00                         | OTHER CONTRACT SERVICES          | 11,425.00      | 6,085.99     | 2,881.23            | 3,612.50     | 1,726.51       |
| 500-801-5410-00                         | OPERATION AND MAINTENANCE        | 27,054.47      | 14,256.46    | 3,644.59            | 4,528.75     | 8,269.26       |
| 500-801-5410-01                         | CHEMICALS                        | 357,856.90     | 202,458.00   | 33,111.32           | 43,101.91    | 112,296.99     |
| 500-801-5500-00                         | CAPITAL OUTLAY                   | 66,500.00      | 14,401.61    | 3,163.62            | 13,600.00    | 38,498.39      |
| 500-802-5300-00                         | UTILITIES                        | 118,549.52     | 59,019.80    | 7,956.30            | 39,940.66    | 19,589.06      |
| 500-802-5320-00                         | PROFESSIONAL SERVICES            | 5,000.00       | 0.00         | 0.00                | 0.00         | 5,000.00       |
| 500-802-5340-00                         | OTHER CONTRACT SERVICES          | 22,000.00      | 5,298.97     | 2,907.69            | 3,401.03     | 13,300.00      |
| 500-802-5347-00                         | PAYMENT TO POLITICAL SUBDIVISION | 145,733.78     | 99,988.44    | 16,474.02           | 45,745.34    | 0.00           |
| 500-802-5352-00                         | GIS                              | 9,000.00       | 144.61       | 0.00                | 0.00         | 8,855.39       |
| 500-802-5410-00                         | OPERATION AND MAINTENANCE        | 22,694.67      | 6,967.75     | 782.95              | 3,390.02     | 12,336.90      |
| 500-802-5411-00                         | FUEL                             | 6,881.80       | 1,814.94     | 601.58              | 2,504.30     | 2,562.56       |
| 500-802-5420-00                         | FLEET OPERATION AND MAINTENANCE  | 3,000.00       | 736.08       | 23.24               | 440.37       | 1,823.55       |
| 500-802-5500-00                         | CAPITAL OUTLAY                   | 110,000.00     | 28,125.03    | 95.00               | 840.75       | 81,034.22      |
| TOTAL EXPENDITURES                      |                                  | 1,848,090.63   | 1,072,951.29 | 115,514.73          | 224,758.11   | 550,381.23     |
| TOTAL REVENUES                          |                                  | 1,625,500.00   | 1,080,913.29 | 198,456.53          | 0.00         | 544,586.71     |
| TOTAL EXPENDITURES                      |                                  | 1,848,090.63   | 1,072,951.29 | 115,514.73          | 224,758.11   | 550,381.23     |

PERIOD ENDING 08/31/2020

| GL NUMBER                      | DESCRIPTION                     | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|--------------------------------|---------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 500 - WATER               |                                 |                        |                           |                                     |                            |                         |
| NET OF REVENUES & EXPENDITURES |                                 | (222,590.63)           | 7,962.00                  | 82,941.80                           | (224,758.11)               | (5,794.52)              |
| BEG. FUND BALANCE              |                                 | 1,707,720.46           | 1,707,720.46              |                                     |                            |                         |
| END FUND BALANCE               |                                 | 1,485,129.83           | 1,715,682.46              |                                     |                            |                         |
| Fund 501 - WATER CONNECTIONS   |                                 |                        |                           |                                     |                            |                         |
| Revenues                       |                                 |                        |                           |                                     |                            |                         |
| 501-000-4531-00                | CAPACITY FEES                   | 300,000.00             | 1,218,624.29              | 581,444.15                          | 0.00                       | (918,624.29)            |
| TOTAL REVENUES                 |                                 | 300,000.00             | 1,218,624.29              | 581,444.15                          | 0.00                       | (918,624.29)            |
| Expenditures                   |                                 |                        |                           |                                     |                            |                         |
| 501-800-5600-00                | DEBT PRINCIPAL                  | 45,000.00              | 44,656.46                 | 0.00                                | 0.00                       | 343.54                  |
| 501-800-5610-00                | DEBT INTEREST                   | 10,600.00              | 10,526.20                 | 0.00                                | 0.00                       | 73.80                   |
| 501-803-5320-00                | PROFESSIONAL SERVICES           | 68,996.45              | 16,902.65                 | 12.05                               | 27,117.90                  | 24,975.90               |
| 501-803-5340-00                | OTHER CONTRACT SERVICES         | 160,000.00             | 83,147.28                 | 57,349.78                           | 2,371.22                   | 74,481.50               |
| 501-803-5500-00                | CAPITAL OUTLAY                  | 150,000.00             | 2,001.50                  | 0.00                                | 0.00                       | 147,998.50              |
| 501-803-5800-00                | ADVANCES OUT                    | 555,000.00             | 555,000.00                | 0.00                                | 0.00                       | 0.00                    |
| TOTAL EXPENDITURES             |                                 | 989,596.45             | 712,234.09                | 57,361.83                           | 29,489.12                  | 247,873.24              |
| TOTAL REVENUES                 |                                 | 300,000.00             | 1,218,624.29              | 581,444.15                          | 0.00                       | (918,624.29)            |
| TOTAL EXPENDITURES             |                                 | 989,596.45             | 712,234.09                | 57,361.83                           | 29,489.12                  | 247,873.24              |
| NET OF REVENUES & EXPENDITURES |                                 | (689,596.45)           | 506,390.20                | 524,082.32                          | (29,489.12)                | (1,166,497.53)          |
| BEG. FUND BALANCE              |                                 | 2,637,038.01           | 2,637,038.01              |                                     |                            |                         |
| END FUND BALANCE               |                                 | 1,947,441.56           | 3,143,428.21              |                                     |                            |                         |
| Fund 510 - SEWER               |                                 |                        |                           |                                     |                            |                         |
| Revenues                       |                                 |                        |                           |                                     |                            |                         |
| 510-000-4430-00                | SEWER SPECIAL ASSESSMENT        | 250.00                 | 0.00                      | 0.00                                | 0.00                       | 250.00                  |
| 510-000-4530-00                | USER CHARGES                    | 1,950,000.00           | 1,426,020.17              | 187,940.68                          | 0.00                       | 523,979.83              |
| 510-000-4810-00                | MISCELLANEOUS                   | 500.00                 | 487.91                    | 11.99                               | 0.00                       | 12.09                   |
| TOTAL REVENUES                 |                                 | 1,950,750.00           | 1,426,508.08              | 187,952.67                          | 0.00                       | 524,241.92              |
| Expenditures                   |                                 |                        |                           |                                     |                            |                         |
| 510-810-5100-00                | REGULAR SALARIES                | 360,000.00             | 227,156.18                | 26,774.46                           | 0.00                       | 132,843.82              |
| 510-810-5110-00                | OVERTIME SALARIES               | 13,500.00              | 5,936.24                  | 610.04                              | 0.00                       | 7,563.76                |
| 510-810-5200-00                | PERS                            | 50,000.00              | 31,183.98                 | 3,764.69                            | 0.00                       | 18,816.02               |
| 510-810-5210-00                | MEDICARE                        | 5,400.00               | 3,343.69                  | 390.47                              | 0.00                       | 2,056.31                |
| 510-810-5220-00                | WORKERS' COMPENSATION           | 6,500.00               | (4,351.74)                | 0.00                                | 0.00                       | 10,851.74               |
| 510-810-5230-00                | INSURANCE PREMIUMS              | 162,000.00             | 95,367.25                 | 10,746.02                           | 40,744.25                  | 25,888.50               |
| 510-810-5240-00                | TRAVEL/TRANSPORTATION           | 200.00                 | 0.00                      | 0.00                                | 0.00                       | 200.00                  |
| 510-810-5250-00                | UNIFORMS/LICENSES               | 2,750.00               | 1,400.00                  | 0.00                                | 0.00                       | 1,350.00                |
| 510-810-5320-00                | PROFESSIONAL SERVICES           | 13,086.49              | 6,130.06                  | 768.94                              | 4,718.27                   | 2,238.16                |
| 510-810-5325-00                | TRAINING/EDUCATION              | 2,200.00               | 1,123.45                  | 0.00                                | 100.00                     | 976.55                  |
| 510-810-5326-00                | BILL PRINTING/MAILING SERVICES  | 4,308.00               | 2,624.93                  | 597.49                              | 1,481.91                   | 201.16                  |
| 510-810-5330-00                | INSURANCE/BONDING               | 15,000.00              | 1,000.00                  | 0.00                                | 13,000.00                  | 1,000.00                |
| 510-810-5345-00                | MEMBERSHIPS/SUBSCRIPTIONS       | 12,000.00              | 8,308.12                  | 0.00                                | 1,110.00                   | 2,581.88                |
| 510-810-5348-00                | STATE OPERATING FEES            | 10,000.00              | 6,567.29                  | 0.00                                | 0.00                       | 3,432.71                |
| 510-810-5349-00                | MISCELLANEOUS CONTRACT SERVICES | 8,000.00               | 3,285.00                  | 365.00                              | 2,215.00                   | 2,500.00                |
| 510-810-5400-00                | OFFICE SUPPLIES AND MATERIALS   | 5,000.00               | 849.03                    | 494.49                              | 919.01                     | 3,231.96                |
| 510-810-5410-00                | OPERATION AND MAINTENANCE       | 2,500.00               | 18.99                     | 0.00                                | 0.00                       | 2,481.01                |

PERIOD ENDING 08/31/2020

| GL NUMBER                      | DESCRIPTION                         | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|--------------------------------|-------------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 510 - SEWER               |                                     |                        |                           |                                     |                            |                         |
| Expenditures                   |                                     |                        |                           |                                     |                            |                         |
| 510-810-5600-00                | DEBT PRINCIPAL                      | 368,000.00             | 56,568.78                 | 0.00                                | 311,348.42                 | 82.80                   |
| 510-810-5610-00                | DEBT INTEREST                       | 56,500.00              | 35,283.77                 | 0.00                                | 21,043.03                  | 173.20                  |
| 510-811-5300-00                | UTILITIES                           | 233,998.93             | 127,229.18                | 18,807.53                           | 97,867.94                  | 8,901.81                |
| 510-811-5310-00                | COMMUNICATIONS/PRINTING/ADVERTISING | 5,997.74               | 1,890.30                  | 236.88                              | 1,341.84                   | 2,765.60                |
| 510-811-5320-00                | PROFESSIONAL SERVICES               | 35,000.00              | 0.00                      | 0.00                                | 4,460.00                   | 30,540.00               |
| 510-811-5346-00                | SLUDGE REMOVAL                      | 163,000.00             | 106,017.90                | 18,264.74                           | 39,730.10                  | 17,252.00               |
| 510-811-5349-00                | MISCELLANEOUS CONTRACT SERVICES     | 37,082.00              | 16,146.77                 | 4,189.10                            | 9,658.33                   | 11,276.90               |
| 510-811-5410-00                | OPERATION AND MAINTENANCE           | 27,062.00              | 17,445.16                 | 523.02                              | 7,409.35                   | 2,207.49                |
| 510-811-5411-00                | FUEL                                | 8,076.65               | 1,545.90                  | 449.87                              | 3,200.11                   | 3,330.64                |
| 510-811-5420-00                | FLEET OPERATION AND MAINTENANCE     | 2,000.00               | 333.20                    | 0.00                                | 366.80                     | 1,300.00                |
| 510-811-5500-00                | CAPITAL OUTLAY                      | 204,650.00             | 33,875.22                 | 9,059.99                            | 13,634.46                  | 157,140.32              |
| 510-812-5320-00                | PROFESSIONAL SERVICES               | 5,000.00               | 0.00                      | 0.00                                | 0.00                       | 5,000.00                |
| 510-812-5340-00                | OTHER CONTRACT SERVICES             | 58,000.00              | 26,912.15                 | 6,138.85                            | 26,594.50                  | 4,493.35                |
| 510-812-5352-00                | GIS                                 | 1,000.00               | 144.61                    | 0.00                                | 0.00                       | 855.39                  |
| 510-812-5410-00                | OPERATION AND MAINTENANCE           | 111,515.54             | 58,870.44                 | 10,057.19                           | 19,999.59                  | 32,645.51               |
| 510-812-5500-00                | CAPITAL OUTLAY                      | 240,000.00             | 6,603.50                  | 0.00                                | 0.00                       | 233,396.50              |
| TOTAL EXPENDITURES             |                                     | 2,229,327.35           | 878,809.35                | 112,238.77                          | 620,942.91                 | 729,575.09              |
| TOTAL REVENUES                 |                                     | 1,950,750.00           | 1,426,508.08              | 187,952.67                          | 0.00                       | 524,241.92              |
| TOTAL EXPENDITURES             |                                     | 2,229,327.35           | 878,809.35                | 112,238.77                          | 620,942.91                 | 729,575.09              |
| NET OF REVENUES & EXPENDITURES |                                     | (278,577.35)           | 547,698.73                | 75,713.90                           | (620,942.91)               | (205,333.17)            |
| BEG. FUND BALANCE              |                                     | 2,516,766.13           | 2,516,766.13              |                                     |                            |                         |
| END FUND BALANCE               |                                     | 2,238,188.78           | 3,064,464.86              |                                     |                            |                         |
| Fund 511 - SEWER CONNECTIONS   |                                     |                        |                           |                                     |                            |                         |
| Revenues                       |                                     |                        |                           |                                     |                            |                         |
| 511-000-4531-00                | CAPACITY FEES                       | 500,000.00             | 1,285,320.26              | 461,516.08                          | 0.00                       | (785,320.26)            |
| TOTAL REVENUES                 |                                     | 500,000.00             | 1,285,320.26              | 461,516.08                          | 0.00                       | (785,320.26)            |
| Expenditures                   |                                     |                        |                           |                                     |                            |                         |
| 511-813-5320-00                | PROFESSIONAL SERVICES               | 104,665.55             | 65,737.66                 | 1,020.48                            | 38,927.89                  | 0.00                    |
| 511-813-5340-00                | OTHER CONTRACT SERVICES             | 150,000.00             | 63,159.00                 | 0.00                                | 73,464.44                  | 13,376.56               |
| 511-813-5500-00                | CAPITAL OUTLAY                      | 520,205.05             | 152,735.48                | 0.00                                | 367,469.57                 | 0.00                    |
| 511-813-5800-00                | ADVANCES OUT                        | 854,000.00             | 854,000.00                | 0.00                                | 0.00                       | 0.00                    |
| TOTAL EXPENDITURES             |                                     | 1,628,870.60           | 1,135,632.14              | 1,020.48                            | 479,861.90                 | 13,376.56               |
| TOTAL REVENUES                 |                                     | 500,000.00             | 1,285,320.26              | 461,516.08                          | 0.00                       | (785,320.26)            |
| TOTAL EXPENDITURES             |                                     | 1,628,870.60           | 1,135,632.14              | 1,020.48                            | 479,861.90                 | 13,376.56               |
| NET OF REVENUES & EXPENDITURES |                                     | (1,128,870.60)         | 149,688.12                | 460,495.60                          | (479,861.90)               | (798,696.82)            |
| BEG. FUND BALANCE              |                                     | 4,487,920.35           | 4,487,920.35              |                                     |                            |                         |
| END FUND BALANCE               |                                     | 3,359,049.75           | 4,637,608.47              |                                     |                            |                         |
| Fund 520 - STORM WATER FUND    |                                     |                        |                           |                                     |                            |                         |
| Revenues                       |                                     |                        |                           |                                     |                            |                         |
| 520-000-4440-00                | STORM WATER SPECIAL ASSESSMENTS     | 50.00                  | 0.00                      | 0.00                                | 0.00                       | 50.00                   |
| 520-000-4530-00                | USER CHARGES                        | 249,000.00             | 168,921.73                | 21,775.66                           | 0.00                       | 80,078.27               |
| 520-000-4622-01                | NPDES INSPECTION FEE                | 15,000.00              | 15,300.00                 | 2,400.00                            | 0.00                       | 200.00                  |

PERIOD ENDING 08/31/2020

| GL NUMBER                           | DESCRIPTION                    | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|-------------------------------------|--------------------------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 520 - STORM WATER FUND         |                                |                        |                           |                                     |                            |                         |
| Revenues                            |                                |                        |                           |                                     |                            |                         |
| 520-000-4810-00                     | MISCELLANEOUS                  | 250.00                 | 0.00                      | 0.00                                | 0.00                       | 250.00                  |
| TOTAL REVENUES                      |                                | 264,800.00             | 184,221.73                | 24,175.66                           | 0.00                       | 80,578.27               |
| Expenditures                        |                                |                        |                           |                                     |                            |                         |
| 520-820-5100-00                     | REGULAR SALARIES               | 74,500.00              | 47,363.49                 | 5,560.42                            | 0.00                       | 27,136.51               |
| 520-820-5110-00                     | OVERTIME SALARIES              | 4,500.00               | 667.59                    | 0.00                                | 0.00                       | 3,832.41                |
| 520-820-5200-00                     | PERS                           | 11,000.00              | 6,710.31                  | 778.46                              | 0.00                       | 4,289.69                |
| 520-820-5210-00                     | MEDICARE                       | 1,200.00               | 698.78                    | 80.30                               | 0.00                       | 501.22                  |
| 520-820-5220-00                     | WORKERS' COMPENSATION          | 1,400.00               | (956.37)                  | 0.00                                | 0.00                       | 2,356.37                |
| 520-820-5230-00                     | INSURANCE PREMIUMS             | 31,000.00              | 17,991.62                 | 2,239.10                            | 8,157.25                   | 4,851.13                |
| 520-820-5240-00                     | TRAVEL/TRANSPORTATION          | 50.00                  | 0.00                      | 0.00                                | 0.00                       | 50.00                   |
| 520-820-5250-00                     | UNIFORMS/LICENSES              | 750.00                 | 400.00                    | 0.00                                | 0.00                       | 350.00                  |
| 520-820-5320-00                     | PROFESSIONAL SERVICES          | 5,163.01               | 2,878.83                  | 115.33                              | 707.76                     | 1,576.42                |
| 520-820-5325-00                     | TRAINING/EDUCATION             | 250.00                 | 0.00                      | 0.00                                | 0.00                       | 250.00                  |
| 520-820-5326-00                     | BILL PRINTING/MAILING SERVICES | 3,231.00               | 1,968.68                  | 448.11                              | 1,111.44                   | 150.88                  |
| 520-820-5330-00                     | INSURANCE/BONDING              | 5,000.00               | 600.00                    | 0.00                                | 4,000.00                   | 400.00                  |
| 520-820-5340-00                     | OTHER CONTRACT SERVICES        | 2,000.00               | 0.00                      | 0.00                                | 0.00                       | 2,000.00                |
| 520-820-5345-00                     | MEMBERSHIPS/SUBSCRIPTIONS      | 500.00                 | 432.21                    | 0.00                                | 0.00                       | 67.79                   |
| 520-820-5348-00                     | STATE OPERATING FEES           | 850.00                 | 0.00                      | 0.00                                | 850.00                     | 0.00                    |
| 520-820-5400-00                     | OFFICE SUPPLIES AND MATERIALS  | 1,500.00               | 0.00                      | 0.00                                | 0.00                       | 1,500.00                |
| 520-820-5410-00                     | OPERATION AND MAINTENANCE      | 1,000.00               | 200.00                    | 0.00                                | 500.00                     | 300.00                  |
| 520-820-5500-00                     | CAPITAL OUTLAY                 | 1,300.00               | 0.00                      | 0.00                                | 500.00                     | 800.00                  |
| 520-821-5320-00                     | PROFESSIONAL SERVICES          | 5,000.00               | 1,900.65                  | 0.00                                | 99.35                      | 3,000.00                |
| 520-821-5340-00                     | OTHER CONTRACT SERVICES        | 40,000.00              | 13,966.85                 | 2,062.22                            | 1,783.18                   | 24,249.97               |
| 520-821-5352-00                     | GIS                            | 5,000.00               | 144.61                    | 0.00                                | 0.00                       | 4,855.39                |
| 520-821-5410-00                     | OPERATION AND MAINTENANCE      | 52,500.00              | 20,205.86                 | 0.00                                | 789.29                     | 31,504.85               |
| 520-821-5500-00                     | CAPITAL OUTLAY                 | 115,000.00             | 92,220.00                 | 92,220.00                           | 2,780.00                   | 20,000.00               |
| TOTAL EXPENDITURES                  |                                | 362,694.01             | 207,393.11                | 103,503.94                          | 21,278.27                  | 134,022.63              |
| TOTAL REVENUES                      |                                | 264,800.00             | 184,221.73                | 24,175.66                           | 0.00                       | 80,578.27               |
| TOTAL EXPENDITURES                  |                                | 362,694.01             | 207,393.11                | 103,503.94                          | 21,278.27                  | 134,022.63              |
| NET OF REVENUES & EXPENDITURES      |                                | (97,894.01)            | (23,171.38)               | (79,328.28)                         | (21,278.27)                | (53,444.36)             |
| BEG. FUND BALANCE                   |                                | 227,189.05             | 227,189.05                |                                     |                            |                         |
| END FUND BALANCE                    |                                | 129,295.04             | 204,017.67                |                                     |                            |                         |
| Fund 901 - MEIJER-SPECIAL           |                                |                        |                           |                                     |                            |                         |
| Revenues                            |                                |                        |                           |                                     |                            |                         |
| 901-000-4700-00                     | INTEREST                       | 2,000.00               | 0.00                      | 0.00                                | 0.00                       | 2,000.00                |
| TOTAL REVENUES                      |                                | 2,000.00               | 0.00                      | 0.00                                | 0.00                       | 2,000.00                |
| TOTAL REVENUES                      |                                | 2,000.00               | 0.00                      | 0.00                                | 0.00                       | 2,000.00                |
| TOTAL EXPENDITURES                  |                                | 0.00                   | 0.00                      | 0.00                                | 0.00                       | 0.00                    |
| NET OF REVENUES & EXPENDITURES      |                                | 2,000.00               | 0.00                      | 0.00                                | 0.00                       | 2,000.00                |
| BEG. FUND BALANCE                   |                                | 141,065.01             | 141,065.01                |                                     |                            |                         |
| END FUND BALANCE                    |                                | 143,065.01             | 141,065.01                |                                     |                            |                         |
| Fund 902 - GREENGATE DR AGENCY FUND |                                |                        |                           |                                     |                            |                         |

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| GL NUMBER                           | DESCRIPTION | 2020<br>AMENDED BUDGET | YTD BALANCE<br>08/31/2020 | ACTIVITY FOR<br>MONTH<br>08/31/2020 | ENCUMBERED<br>YEAR-TO-DATE | UNENCUMBERED<br>BALANCE |
|-------------------------------------|-------------|------------------------|---------------------------|-------------------------------------|----------------------------|-------------------------|
| Fund 902 - GREENGATE DR AGENCY FUND |             |                        |                           |                                     |                            |                         |
| Revenues                            |             |                        |                           |                                     |                            |                         |
| 902-000-4700-00                     | INTEREST    | 3,000.00               | 0.00                      | 0.00                                | 0.00                       | 3,000.00                |
| TOTAL REVENUES                      |             | <u>3,000.00</u>        | <u>0.00</u>               | <u>0.00</u>                         | <u>0.00</u>                | <u>3,000.00</u>         |
| TOTAL REVENUES                      |             | 3,000.00               | 0.00                      | 0.00                                | 0.00                       | 3,000.00                |
| TOTAL EXPENDITURES                  |             | <u>0.00</u>            | <u>0.00</u>               | <u>0.00</u>                         | <u>0.00</u>                | <u>0.00</u>             |
| NET OF REVENUES & EXPENDITURES      |             | <u>3,000.00</u>        | <u>0.00</u>               | <u>0.00</u>                         | <u>0.00</u>                | <u>3,000.00</u>         |
| BEG. FUND BALANCE                   |             | 408,709.85             | 408,709.85                |                                     |                            |                         |
| END FUND BALANCE                    |             | 411,709.85             | 408,709.85                |                                     |                            |                         |
|                                     |             |                        |                           |                                     |                            |                         |
| TOTAL REVENUES - ALL FUNDS          |             | 18,475,000.00          | 17,414,626.30             | 2,687,372.28                        | 0.00                       | 1,060,373.70            |
| TOTAL EXPENDITURES - ALL FUNDS      |             | <u>27,347,535.83</u>   | <u>12,529,727.82</u>      | <u>1,549,461.42</u>                 | <u>4,772,392.41</u>        | <u>10,045,415.60</u>    |
| NET OF REVENUES & EXPENDITURES      |             | (8,872,535.83)         | 4,884,898.48              | 1,137,910.86                        | (4,772,392.41)             | (8,985,041.90)          |
| BEG. FUND BALANCE - ALL FUNDS       |             | 26,224,295.12          | 26,224,295.12             |                                     |                            |                         |
| END FUND BALANCE - ALL FUNDS        |             | 17,351,759.29          | 31,109,193.60             |                                     |                            |                         |

# COUNCIL UPDATE



September 3, 2020

Department of Public Service  
Matthew C. Peoples, Director

## **Project Status:**

**Solid Waste Contract:** We are working with Rumpke on communications for the transition to the new contract and have updated our website with additional information.

**WRF Generator Project:** We are working through the contracting phase of the project and expect commencement within a month. Additionally, the \$50,000 Ohio EPA loan forgiveness/grant is being finalized with an expected award of mid-September.

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

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

**WTP Building Evaluation:** We have begun to experience issues with the old water treatment plant building and have been discussing options for a possible replacement. Network communications interruptions, bat infestations, unusable space, poor functionality and cramped quarters are problems that have plagued the building for some time. We will share more information as we proceed through the evaluation process.

**McGill Park:** We continue to work with OHM on the design for both the McGill Phase I and Trail Connector projects and are expecting to be complete in late summer.

**Westchester Park:** The electric service installation is complete but are awaiting a few punch list items to be completed.

**Northpointe Utilities Extension:** Contractor continues installation of the forcemain, waterline and gravity sewer.

**Gender Rd. Phase VI:** We continue working with EMH&T on a design concept for a Gender Rd. Phase VI project that will include pedestrian connection across the Gender Rd. overpass as well as additional lanes for Gender Rd. Our plan would be to utilize ODOT Safety Funding as well OPWC funding and we are preparing to begin assembling the application. We have had project discussions with ODOT and they indicated they are in support and it would complement their US Rt. 33 capacity and congestion study currently underway.

**Gender Rd. Signal Synchronization Project:** The synchronization plan has been completed and we are awaiting the installation of needed equipment before the timing can be loaded.

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

# COUNCIL UPDATE



September 3, 2020

Division of Urban Forestry  
Dick Miller, Urban Forester

## Project Status:

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

**Stump Removals:** Approximately 23 tree stumps are being removed from the city tree lawns by Arbaugh Tree Service this fall. This work should be completed by approximately October 1, 2020 to prepare for replacement trees at selected sites.

**Rain Garden:** Rain Garden plants will be removed from the Community Center Rain Garden and repurposed to the new parking lot storm basin at the pool parking addition along Groveport Road.

**Trail Maintenance:** Riparian restoration is underway on the yellow trail. Stream-bank erosion downstream river right of the covered bridge has eroded the bank as streams often do. The existing trail section has been relocated northwest of the erosion area and the original trail section will be allowed to revert back to a vegetative state with native plants and down dead trees.

# COUNCIL UPDATE



September 3, 2020

Division of Water Reclamation  
Steve Smith, Superintendent

## **Project Status:**

**Sludge Press Upgrade:** Technicians are currently on-site to perform the work on the upgrades.

**Control Replacement:** Bids are being solicited for replacement of the aging controls at the Rt. 33 lift station.

**Sludge Removal:** The permit to haul sludge to the SWACO landfill is now approved. This will allow an alternative disposal method in the event of extended inclement weather or a change in farm incorporation regulations prevents us from using our primary disposal sites. The new permit to apply to a farm field on a Hayes Road farm was received as well.

**North Gender Lift Station:** pump problems continue at the North Gender station. Multiple problems with both pumps involving plugging, electrical failure, and pipe connection problems have made it necessary to leave the portable pump onsite and connected. Pump 2 is being sent off for repair, and a contractor is developing a bid for pump replacement at this station following an engineering assessment for upsizing the station for future demand. At 28 + years old, the station is one of the oldest stations in the city and past due for a rehab.

## **Safety:**

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

# COUNCIL UPDATE



September 3, 2020

Division of Streets, Lands and Buildings  
Shawn Starcher, Manager

## **Project Status:**

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

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

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

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

**Culvert Cleaning:** All Culvert areas were cleared of obstructions

**Parks:** Additional trash receptacles were installed at a few parks

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

# COUNCIL UPDATE



September 3, 2020

Division of Information Technology  
Rick Brown, Coordinator

## **Project Status:**

**Virtual Meetings:** Worked with internet provider to upgrade the network speeds at Town Hall and Community Center to improve the virtual meetings experience. Set up camera and computer at Community Center for Public Meeting

**Microsoft Inventory:** Working on annual Microsoft True-Up program to inventory, label and document software for desktops.

**Website:** Updated website with a page for the new trash & recycling vendor.

**WTP Communication Issues:** Continue to monitor and tweak new wireless SCADA network communication system at WTP.

# COUNCIL UPDATE



September 3, 2020

Division of Water  
Joe Taylor, Superintendent

## **Project Status:**

### **Plant:**

- The plant pumped 30.036 Million Gallons (MG) in August at an average of 0.969 MGD, with a maximum daily flow of 1.210 MG and an average hardness of 120 mg/l
- Staff is working on Ohio EPA asset management plan as well as updating the contingency plan
- Staff has been working with Rick Brown on communication errors in the WTP SCADA system.
- Dennis Coffey, who has been with us since July, 2001, is set to retire on September 10th.

### **Distribution:**

- We have around 2,189 units installed with approximately 1,200 remaining, which is 65 % complete.
- Water Disconnections took place August 25th. There were 80 delinquent accounts, with 65 actually shut off for non-payment and all but 11 accounts turned back on by the end of the work day.
- Backflow prevention resting reports are due for 2020. We have sent final notices and will begin disconnections on August 25<sup>th</sup> for those properties that have not complied and will begin disconnections soon.
- Hydrant Flushing is scheduled for September 21<sup>st</sup> to October 9<sup>th</sup>.

# COUNCIL UPDATE



September 4<sup>th</sup>, 2020

Construction Services Department  
Bill Sims, Administrator

## **Capital Improvement Projects**

2020 Street Program: Working on punch list.

Gender Rd. Phase 5: Design underway. 60% plans reviewed.

Bixby Rd. Water & Sanitary Extension: Forcemain 90% complete, Watermain 85% complete, gravity sewer 60% complete, lift station to be installed mid-September.

Municipal Complex: Updated project costs submitted 9/4/20. Revised HVAC and electrical systems being evaluated. Material options being evaluated.

WRF Replacement Generator: Project awarded to MG Abbott, Inc. Preconstruction meeting to be conducted 9/9.

## **Private Development Projects**

Pediatric Associates: Waterline complete. Site work Continuing.

Three Fountains Condos: Sanitary Sewer complete. Site work continuing.

Winchester Logistics: Building A finalized. Winchester Blvd. lighting and sidewalks under construction.

Fairfield Inn: Waterline complete. Site work continuing.

Winchester Veterinary Clinic: Revised site plan submitted and reviewed.

Skelton Trucking: Site work underway.

Panda Express: Site work underway.

Bank of America: Preconstruction meeting held 9/1. Start mid-September.

Turning Stone, Phase 2: Preconstruction meeting held 8/31. Start late September.

VAW 11-2: Preconstruction meeting scheduled for 9/10/10

## **Right of Way**

MCI: Four permit plans approved. Fees and bonds provided. MCI requested permit date extensions.

ATT: Preparing a permit request for a small cell antenna near the CWHS.

Zayo Communications – Permitting for fiber along Busey Rd.

# COUNCIL UPDATE



September 3, 2020

Development Department

Lucas Haire, Director

## **Development Report**

### *Legislation*

- DDC has submitted updated development text for your consideration of approval of the final development plan.
- Request to approve a TIF agreement to allow for a public waterline extension between Home Depot and Wyler Chevrolet under US 33.
- Request to transfer the remaining former right of way of W. Waterloo Street to the owners of the Hampton Inn to allow for the development of the hotel of increased size on their site.
- Request to enter into the Clean Ohio Trail Fund agreement with ODNR to extend a trail through McGill Park. This is the last outstanding grant agreement for McGill Park. Each grant requires that improvement be complete by late 2021.
- Request to grant a sign easement to X Church at the corner of Bigerton Bend and Gender Road. X Church would like to install a multi-tenant sign at this location due to the restricted visibility of their church and the commercial outparcel. In exchange they will take over turf maintenance of this parcel in perpetuity. This sign is likely the only way the commercial outparcel is viable based on the limited access from Gender Road.

### *Activity*

- A pre-construction meeting was held with Bank of America for their proposed new location on Winchester Blvd. This branch will be located next to Panda Express and is proposed to open in the spring of 2021.
- Grand Communities intends to begin work on a new section of the Villages of Westchester that will extend Patch Dr. and include 19 to be completed this year.

### *Current Projects*

- Five Star Heating & Cooling completed their building on Howe Industrial Parkway and are now operational in Canal Pointe.
- Opus has completed their smaller warehouse building along Winchester Blvd. with only site work remaining.
- Hampton Inn remains behind schedule for completion. Along with the decline in demand from COVID the owner would not like to open in January of 2021.
- The Waterloo St. mixed use building is nearing completion with the first residential tenants planned to move in October 1. A commercial tenant should be announced for half the first floor soon.