

Canal Winchester

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



Meeting Agenda

February 19, 2019

7:00 PM

City Council

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

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

[MIN-19-008](#) 2-4-19 Work Session Minutes ([Work Session Minutes](#))

[MIN-19-009](#) 2-4-19 City Council Meeting Minutes ([Council Minutes](#))

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

H. ORDINANCES

Tabled

[ORD-18-029](#)

Development

Sponsor: Jarvis

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 11.954 Acre Tract Of Land From Exceptional Use (EU) To Planned Residential District (PRD), Owned By The Dwight A. Imler Revocable Living Trust, Located On The Southeast Corner Of The Intersection Of Hayes Road and Lithopolis Road And Consisting Of Parcel Number 184-002994, And To Adopt A Preliminary Development Plan And Development Text For A Proposed 79.5 Acre Planned Residential Development (Middletown Farms) ([Ordinance, Exhibit A, Exhibit B, P&Z Recommendation, Dev Text Update 2-4-19](#))

- Tabled at Third Reading

- Applicant has requested that this ordinance remain tabled. ([Applicant Request](#))

[ORD-18-046](#)

Development

Sponsor: Clark

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 69.237 Acre Tract Of Exceptional Use (EU) To Limited Manufacturing (LM), Owned By Gender/Thirty Three, Located On The North Side Of Winchester Boulevard (PID 184-000532 And 184-000871) ([Ordinance, Exhibit A](#))

- Tabled at Third Reading

- Applicant has requested that this ordinance remain on the table until March 18th. ([Applicant Request](#))

Third Reading**ORD-19-003**

Finance

Sponsor: Clark

An Ordinance To Authorize The Mayor To Enter Into A Contract For The Prosecution Of Certain Criminal Cases And Certain Civil Division Cases In The Franklin County Municipal Court For The Calendar Year 2019 With The City Of Columbus Attorney's Office ([Ordinance](#), [Exhibit A](#))

- Adoption

ORD-19-004

Construction Services

Sponsor: Amos

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company For Existing Overhead Electric Utilities On Groveport Rd., West Of Gender Rd ([Ordinance](#), [Exhibit A](#))

- Adoption

Second Reading**ORD-19-005**

Finance

Sponsor: Jarvis

An Ordinance To Authorize The Mayor To Enter Into A Contract For Indigent Defense Representation In The Franklin County Municipal Court With The Franklin County Public Defender On Behalf Of The City Of Canal Winchester Mayors Court For The Calendar Year 2019 ([Ordinance](#), [Exhibit A](#))

- Second Reading Only

ORD-19-007

Development

Sponsor: Amos

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From Shrimengeshi, LLC ([Ordinance](#), [Exhibit A](#))

- Second Reading Only

ORD-19-008

Development

Sponsor: Lynch

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From Winchester Ridge III, LLC And To Enter Into A Waterline Easement Agreement ([Ordinance](#), [Exhibit A](#))

- Second Reading Only

ORD-19-009

Development

Sponsor: Coolman

An Ordinance To Accept Dedication Of Real Property ([Ordinance](#), [Exhibits A B](#))

- Second Reading Only

ORD-19-011

Construction Services

Sponsor: Amos

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company For Existing Overhead And Underground Electric Utilities Along Groveport Rd (Parcel Number 184-001310) ([Ordinance](#), [Exhibit A](#))

- Second Reading Only

ORD-19-012

Construction Services

Sponsor: Jarvis

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company Along Robinett Way For Underground Electric Utilities On Parcel Number 0420376000 ([Ordinance](#), [Exhibit A](#))

- Second Reading Only

ORD-19-013

Public Service
Sponsor: Amos

An Ordinance To Authorize The Mayor To Enter Into The Sewer Oversizing Agreement With Grand Communities, LLC ([Ordinance, Exhibit A](#))
- Second Reading Only

ORD-19-014

Public Service
Sponsor: Jarvis

An Ordinance To Accept Hill Rd. Right-Of-Way ([Ordinance, Exhibits A B](#))
- Second Reading Only

First Reading - NONE

I. Reports

Mayor's Report
Fairfield County Sheriff
Law Director
Finance Director

19-016

Finance Director's Report

Public Service Director

19-015

Public Service Director's Report

Development Director

J. Council Reports

Work Session/Council - Monday, March 4, 2019 at 6:00 p.m.
Work Session/Council - Monday, March 18, 2019 at 6:00 p.m.
CW Human Services - Mr. Lynch
CWICC - Mr. Clark
CWJRD - Mr. Bennett/Mrs. Amos
Destination: Canal Winchester - Mr. Walker

K. Old/New Business

L. Adjourn to Executive Session (if necessary)

M. Adjournment

Canal Winchester

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



Meeting Minutes - DRAFT

February 4, 2019

6:00 PM

Council Work Session

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

A. Call To Order

Walker called the meeting to order at 6:00p.m.

B.

Present 6 – Amos, Clark, Coolman, Jarvis, Lynch, Walker

Absent 1 – Bennett

Roll Call

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

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

C. Also In Attendance

Matt Peoples, Lucas Haire, Amanda Jackson

D. Request for Council Action**ORD-19-005**

Finance

An Ordinance To Authorize The Mayor To Enter Into A Contract For Indigent Defense Representation In The Franklin County Municipal Court With The Franklin County Public Defender On Behalf Of The City Of Canal Winchester Mayors Court For The Calendar Year 2019 ([Ordinance, Exhibit](#)

[A](#))

- Request to move to full Council

Jackson: Thank you Mr. Walker, this is another annual contract that we have as part of the Mayor's Court system; we are required to offer public defenders to those who are in Mayor's Court; the public defenders do not come to Mayor's Court; if someone were to request one, we would have to transfer them to Franklin County – that's why the contract is with Franklin County, and then we get billed for it; this is that contract for those services, but it is something we are required to do; Lynch: How often is that typically used, in a typical year? Jackson: In a typical year, I honestly don't have any statistics, but it is a common occurrence, for those who cannot afford an attorney, they ask for a public defender; Lynch: Thank you, I was just curious.

A motion was made by Jarvis to move ORD-19-005 to full council, seconded by Coolman. The motion carried with the following vote:

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

ORD-19-006

Development

An Ordinance Authorizing The Mayor To Enter Into A Natureworks Local Grant Program State/Local Project Agreement With The Ohio Department Of Natural Resources For The Proposed Westchester Park Improvements And To Declare An Emergency ([Ordinance, Exhibit A](#))

- Request to move to full Council

Haire: Thank you Mr. Walker, this agreement will allow us to enter into an agreement for a Nature Works Grant for Westchester Park; this is the one we brought to you late summer of last year for the application, we were notified in December that we gained the \$100,000 award; this just allows us to take the next step in working on the improvements; I believe once we are in an agreement, then we will start the design work; the goal would be to have this constructed by this Summer/Fall; the grant does allow us until December 31st of 2020 to complete all the work, so there should be no issue in completing that; this is a \$100,000 grant towards a \$278,000 project.

A motion was made by Coolman to move ORD-19-006 to full council, seconded by Amos. The motion carried with the following vote:

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

Walker: Does this need to be declared an emergency, Mr. Haire? Haire: It does not; is it written as an emergency? Then yes – the goal is to get the design phase soon, so we can get it out by late summer.

ORD-19-007

Development

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From Shrimengeshi, LLC ([Ordinance, Exhibit A](#))

- Request to move to full Council

Haire: Thank you Mr. Walker – this is a waterline easement; the waterline has been constructed from Diley Road, along the alignment of what will be the future Greengate Drive, to serve the future Winchester Ridge apartment complex; the waterline was constructed late last year, and it's complete at this point, so this is to finalize accepting the actual easement, so that we can get that waterline accepted and into service; this will serve Winchester Ridge, and hopefully it will be extended eventually further to the east to serve additional property along the future Greengate Drive; this is a water and sewer line easement; Amos: Mr. Haire, this is 007 and 008 – are they for the same development, Winchester Ridge? Haire: Correct, they are two separate owners, two separate pieces of property; Jarvis: Who are the principals for Shrimengeshi? Haire: It's the Kulkarni family; Jarvis: Are they a local family? Haire: They're from Cincinnati; Jarvis: I know I'm jumping ahead to the next one – Winchester Ridge III, LLC? Haire: That's Redwood – they're a developer out in Medina.

A motion was made by Amos to move ORD-19-007 to full council, seconded by Lynch. The motion carried with the following vote:

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

ORD-19-008

Development

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From Winchester Ridge III, LLC And To Enter Into A Waterline Easement Agreement ([Ordinance, Exhibit A](#))

- Request to move to full Council

Haire: Again, this is the same waterline that has been constructed by Winchester Ridge, LLC; this would dedicate that portion of their lot for an easement, for the waterline that has been extended; this would be for the future Greengate Drive extension.

A motion was made by Lynch to move ORD-19-008 to full council, seconded by Amos. The motion carried with the following vote:

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

ORD-19-009
Development

An Ordinance To Accept Dedication Of Real Property ([Ordinance, Exhibits A B](#))

- Request to move to full Council

Haire: This is an ordinance that would allow us to accept a parcel in Winchester Village, Section 2, it's known as reserve D of that parcel; it's basically on Carriage Place, at the dead-end of Water Street; Ms. Pfeifer has retained ownership of that parcel since the subdivision was developed; she is trying to divest of all her property interests in and around the Canal Winchester area; she has sold the detention pond in this development to an adjacent property owner there; this is the last piece of property she has in that subdivision; we have a number of utilities and easements that run through that lot, so we can't develop anything; we would like to take title of that property with the idea that we would maintain our easement areas, and potentially connect the sidewalk through Water Street to the post office there; Jarvis: The transaction – does it involve any funds, or is it just an administrative thing? Haire: It's just an administrative thing, she would just like to sign the deed over to us; it's not a developable property, so she would just like to divest herself of it; Jarvis: For our part of it, we would have to cut it, right? Haire: We would be responsible; I know the neighbors on either side have been cutting it for years; Jarvis: It would be nice if they could keep that up, I guess.

A motion was made by Coolman to move ORD-19-009 to full council, seconded by Clark. The motion carried with the following vote:

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

ORD-19-010
Development

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of 110.244 Acres On Bixby Road To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Conveyance To NorthPoint Development, L.L.C., Pursuant To Their Real Estate Sale Contract, And To Declare An Emergency ([Ordinance, Exhibit A](#))

- Request to move to full Council

Haire: Thank you Mr. Walker, this would allow us to enter into a contract with Northpoint Development, LLC to purchase the property that we are currently in contract to purchase on Bixby Road; this is one I brought to you recently when we entered into contract to purchase this for future investor development; we've been out marketing that to potential real estate brokers and developers that would have an interest; Northpoint is taking an interest in developing that; we've entered into contract to sell the whole 110 acres for \$15,000 per acre; Northpoint is one of the largest industrial developers in the country, they're the second largest landlord in the United States; they're based out of Kansas City; they would be partnering with another developer on this site, it's a developer out of Dallas; they're good partners to have in this; this contract allows them a due diligence period that would match up with our due diligence period on the Bixby Road parcel; hopefully we can align the closing dates, so we can close on the same date; Lynch: What type of development are they looking to put there? Haire: They build mostly

warehouse and distribution centers; it could be manufacturing as well; Lynch: Do they have any kind of timeline as to when they foresee the build-up in there? Haire: The hope would be that if we can meet the due diligence timelines that we have in our contract that we'd be closing in June, and construction would start soon thereafter; Lynch: Quick turnover; Haire: Yes.

A motion was made by Clark to move ORD-19-010 to full council, seconded by Coolman. The motion carried with the following vote:

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

ORD-19-011
Construction Services

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company For Existing Overhead And Underground Electric Utilities Along Groveport Rd (Parcel Number 184-001310) ([Ordinance, Exhibit A](#))

- Request to move to full Council

Sims: Thank you Mr. Walker – this easement is similar to the one we had last month; it is for existing South Central utilities, this time east of Gender Road on Groveport; in particular, this is on the parcel that we obtained from ODNR last year about this time; we had – there's an existing overhead line right along the right-of-way that South Central has; we provided them access to bury some of the new underground that was part of the relocation work on Gender Road; Amos: Last month you said that a lot of the work they were doing was a lot of cleanup work – is that similar to what this is going to be? Sims: It kind of is; in the sense of the existing overhead portion that was on our parcel; we had parcels on both sides of it, so now we have the third, so we'll have the easement with South Central all the way down through there.

A motion was made by Amos to move ORD-19-011 to full council, seconded by Coolman. The motion carried with the following vote:

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

ORD-19-012
Construction Services

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company Along Robinett Way For Underground Electric Utilities On Parcel Number 0420376000 ([Ordinance, Exhibit A](#))

- Request to move to full Council

Sims: This easement to South Central Power is to allow them to extend the existing underground electric system on Robinette Way – currently it ends basically where Cam Logistics is on the north side of the cul-de-sac, and extend it across the frontage of our property there to reach the Nifco site, so they can provide electric service to the Nifco project; Jarvis: Was it the case of whether there was electric provided to that parcel, or was it insufficient for what they are doing? Sims: At the time, when they extended the electric years ago when the first developments went in, that was essentially one giant lot that we owned; we didn't know how it was going to shake out exactly, so it ended at Robinette Way; so this is going to wrap around that ball, and go into the Nifco site; Haire: They extended that electric line in 2013, so we developed that in 2009, and have been working with South Central Power – in 2013 they extended that line at their cost, which is rare, so it was a good partnership with Canal Pointe having them put in

that line; they just put it on the north side, because we had imminent users affecting it; Jarvis: This is just getting it over there – Haire: Correct; Sims: Just to reach that site, basically – it's a pretty narrow stretch just to get to the Nifco property.

A motion was made by Jarvis to move ORD-19-012 to full council, seconded by Coolman. The motion carried with the following vote:

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

Jarvis: Quick question – is there any reason to suspend the rules for 2nd and 3rd readings, and/or make it an emergency on that one? Sims: No; Jarvis: For some reason, I thought they were moving ahead from your report; Sims: They are – South Central will be performing work; we gave them a right-of-entry, like we typically do on our own projects to allow them access until the easements were obtained; they probably will be doing the work over the next few weeks; Jarvis: Is this enough time for 3 readings? Sims: Yes, exactly; it didn't necessitate an emergency, so we wouldn't follow that path unless it was required.

ORD-19-013

Public Service

An Ordinance To Authorize The Mayor To Enter Into The Sewer Oversizing Agreement With Grand Communities, LLC ([Ordinance, Exhibit A](#))

- Request to move to full Council

Peoples: Thank you Mr. Walker; Grand Communities is Fischer Homes, they are building Westchester 13; they are putting in about 2,000 feet of sewer line – their need was to only do 8-inch sewer lines through there; as part of adjacent land that could possibly develop in the future, we want to be able to accommodate sanitary sewer for that, from a gravity standpoint; in order to do that, we had to have them oversize the pipe from 8-inch – 1,650 feet – from 8-inch to 12-inch, and then 400 feet from 8-inch to 24-inch; this would be the reimbursement agreement for that; basically, we are paying for the oversizing of the pipe itself, the difference between the 12 and the 8, and the 24 to 8; we're splitting costs for dewatering in that area; Walker: What is the difference between 8-inch and 24 in cost? Peoples: I don't have – I can calculate it out: it was \$54,000 for the 8-inch – Haire: It was in section 4, so 8-12 for 1,650 feet it was almost \$15,000, and for the 8 to 24 it was almost \$40,000 for 400 feet; Peoples: \$9 a foot for the 8 inch, the price difference is \$9 a foot between the 8 and the 12; Walker: Obviously we are okay with that difference? Peoples: Yeah, we had Bill look through it as well – as far as the cost difference, we are good with it; we had to work on it a little bit with the dewatering, just because it wasn't as easy to calculate the difference of that their portion was, so we just split it evenly; Clark: Will we recoup the \$134,000 when the development comes on the other side? Peoples: Portions of it – obviously with the 12-inch line, there's not as many acres – I think there's only a 40 acre piece that's on the east side of Gender Road that will serve into that; the 24-inch line is quite a few hundred acres that it could potentially serve as well; Clark: That price will be built in when those are developed; I don't want to pay for residential development; Peoples: Westport – the proposed Westport development at Middletown Farms – we had some discussion with them about their contribution to that; Walker: Who is it that calculates that in the beginning; I'm just curious, because that's 3 times the size of the line? Peoples: From a tributary area – or the size of the pipe itself? We've had Bird & Bull – our engineers – they had done a study for us, a sewer tributary study, a 20-year plan type of thing, and they had done that for us in 2010; they are – as part of that, we looked at these areas, when they started the development on that – the Westport development they went in and made sure of our calculations; Jarvis: I don't question the wisdom of doing this – I think it's good, solid planning, because something is

going to happen in the future, and if you didn't do something like this, you might be tearing up lines, and there would be a throwaway; Peoples: Or have to put in pump systems, which would be more infrastructure; Jarvis: I do have a question about the timing – this is another one that's been ongoing, it's already underway; if Grand Communities, which I'll use interchangeably with Fischer, are they allowing this to happen, or are they a cautionary partner – or is the real cautionary partner the 3rd party that's unnamed, that's on the other parcel? Peoples: They are a cautionary partner, they've basically fronted the money for this; we did the structure of it, the reimbursement will be when they get the first phase done, and all completed with, and we'll give them a portion – I think it was 50% of the money, or very near 50%; once phase 2 gets going, we're going to pay the other portion of it; Jarvis: We are talking about Fischer right now? Peoples: Yes, Fischer, other developments will be tying into this; it has yet to be negotiated on what contributions are; Jarvis: I guess because this is not commercial it's not a 'TIF-able' situation, but you're sort of trying to construct a TIF for another situation? Somebody who is not there right now will be – Peoples: I guess an example I could use that you might be familiar with is Sycamore Creek, the Pickerington development, we've done that all through different capacity fees; we set an area that's tributary to the Route 33 lift station; it serves Canal Pointe, and it also serves Sycamore Creek and Fox Glenn; back when we had that done, we entered into that agreement, so the reimbursement is just higher capacity fees; we are basically financing that over a long period of time, so the capacity fees are just going towards that lift station.

A motion was made by Amos to move ORD-19-013 to full council, seconded by Clark. The motion carried with the following vote:

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

ORD-19-014

Public Service

An Ordinance To Accept Hill Rd. Right-Of-Way ([Ordinance, Exhibits A B](#))

- Request to move to full Council

Peoples: Thank you Mr. Walker, as included in your packets, the exhibit – a parcel of land that is on the backside of the right-of-way along Hill Road, and fronting Westport's Canal Cove project out there, this is – as you remember, Hill Road is not in the city, and this was just a parcel of property that was part of the development; there's a gap between our corporation limit and the right-of-way; this another piece of the puzzle as far as Hill Road eventually being in the city.

A motion was made by Jarvis to move ORD-19-014 to full council, seconded by Coolman. The motion carried with the following vote:

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

E. Reports

Matt Peoples - Thank you Mr. Walker, just a couple of highlights from my written report – the McGill Park – OHM submitted the grant application for the trail connector that would connect McGill Park over to the covered bridge; that would start at the phase I of McGill, that we have the Land & Water Conservation fund; we had this at the last council meeting, just authorizing legislation; at that meeting, we just kind of proposed it, we were still developing costs for that; at that time, we estimated about a million dollars – the biggest concern we had was that there was a bridge associated with that; we did finalize everything with the grant application; it is a \$900,000 project, just a little bit over – that bridge

that we were talking about was \$300,000 by itself; it's a significant structure that we will be putting up there; I don't know if there is a time frame on the award; Jackson: October or November; Peoples: The grant request was for a 50/50 split, so right around a \$450,000 grant to go along with our portion; Haire: It was about a mile-long trail; Coolman: That's quite a healthy contribution to the whole project; Peoples: Yeah, as part of the overall McGill project, we did not have this connector to the covered bridge – basically from the Washington Street down to the covered bridge; to make that connector to our existing trail system would be looked favorably upon the application committee; Jarvis: This also addresses a safety concern we had, right? Peoples: There's some access that's going to be able to be provided – a little better crosswalk, some of the houses along Washington Street down Ashbrook Road, there's no sidewalk down through there; I'm not sure how many kids do that, but they will be able to cross; this will pick that up, and then additionally this goes through the land that the Ashbrook Homeowners Association donated to us, and one of their requests was that we escalated the trail up through there; this grant opportunity came along, and we wanted to try to make that happen; Walker: Will there be a need for any lighting there, for the students that are walking? Peoples: There's not any lighting included in the project at this point; there are some overhead lines through there; we've been working with South Central on getting regular cobra head streetlights over on the Groveport Road bike path, because there is some existing pole line out there; that could be an improvement that we do when we do McGill Park; per our ordinance, the parks are only dusk to dawn, so they have – with McGill Park having the event center, there will definitely be some after hours, so we will be looking at that; Lynch: Does this bike trail and path – is that part of the overall \$7 million budget that was included? Peoples: The trail was shown on there, like I said, the only thing that wasn't on there was that line along Washington Street, from Washington Street down to the covered bridge – that was not included; there are definitely trails, I don't know if in that \$7 million budget that the bridge was quite expected; it'll be an outstanding amenity, if we can get that; it's such a setting back there, I'm very excited – hopefully we can get this funded and get it going; Lynch: What do we have in total grant applications at this point, has anything been awarded for sure? How much is proposed? Peoples: Not for McGill, just for – as Mr. Haire talked about earlier, for Westchester, we did get \$100,000 for that; we have \$450,000 here, \$500,000 for phase I; Jackson: Correct; Peoples: Those are the two that are out for McGill – almost a million dollars; Lynch: Okay, do we feel there's more grant opportunities out there? Peoples: Yeah, there's some private grants out there, these are both state grants through ODNR that we have applied for; there's a lot of smaller grants that we would be looking for – tennis courts, lighting for baseball fields; Jackson: Major League Soccer, Major League Baseball – those types of organizations have separate grants that we are looking into; Peoples: Even if they're just providing goal nets for soccer, it's one less thing we have to do; I know that there's a contract that we have a firm looking at putting some stuff together for outside donations; we already have Mr. Wood and the Wood Foundation donated \$500,000; I guess that was part of the whole process of looking at private as well; naming rights – I think we have nothing nailed down, but we have a full gamut of things that we are looking at; there's always playground grants that we can look at, even if they're just 25% off a piece of equipment.

Lynch: Who is looking into all of these grants? I know there is a world of them out there, I know some of them can be a little elusive, and a little challenging to locate; Peoples: We use MORPC's list – most of these are public grants, the ODNR-type thing that we are looking at; Jackson: Our consultant is doing that; we have a consultant that we meet with every month, and they are putting together all of that information, and putting together what they need from us to do the grant application; quite honestly, we don't have the time, or the ability to do that; they are doing that for us; a lot of those grants are

multiple cycles a year – if we miss the first cycle, we have the opportunity for the second cycle, and we don't get it, we can always apply again; they are working on that for us; Lynch: It's a size within itself.

Chair acknowledges that Mr. Bennett joined the meeting at 6:29p.m.

Lucas Haire - A couple of items from my written report that I wanted to update you on – last Tuesday I attended the Franklin County commissioners' hearing for the annexation of the Bixby Road parcel; they passed their resolution to support that annexation, so now that will come to city council; there's a mandatory 60-day waiting period, so that will likely be on your April 1st agenda, so we look forward to that; if you haven't been out to Canal Pointe recently, or you haven't drove down 33 and saw the large building going up, I would recommend going and looking at that; Nifco has got their building under construction now – the front wall of the entire building is up, the pre-cast concrete there, they've got about half the steel up the last time I was out there; it's really starting to take shape, and you're starting to get the scale of that structure – 105,000 square feet; they are looking at a completion for that project in June, I would recommend that you take a drive there – if you don't regularly drive between Gender Road and Diley Road, I would recommend that you take a drive out there, and you can get an idea of the scale and the visibility of that building that you have from 33; the Hampton Inn is under construction, so you've likely seen the stair tower going up close to 33; it's almost topped out – I think they have one more floor to add on there, but that will also give you an idea of the scale of that building; there will be a stair tower on either side of that building, so they will start next with the one that's closer to Waterloo Street; that structure is planned for completion in January of 2020; I believe that work was supposed to start at the Canal Winchester high school today; you'll see some progress start to take place there in terms of the new addition they have going on; a lot of the work is centered around the media center, which is the current office of the high school; a lot of the work will take place there, and the office will be relocated to the front of the building on Washington Street – there will actually be an entrance off of Washington Street, and visitor parking all across the front there; there will be a building addition with some classrooms on the front; you should see some work taking place over the next few months there, in terms of work taking place on the exterior of the building; during the summer is when they will start the major demolition of the inside, and the reconfiguration they're going through; Planning & Zoning Commission will consider the rezoning of the Bixby Road parcel from its current zoning of township agriculture and limited manufacturing; that's going to be on their February 11th agenda, which will then come to council after that.

Walker: Any grand openings coming up soon? Haire: Nothing planned at this time; I'll be sure to let you know, especially if they're at 6 in the morning in the middle of January; we did have the COTA grand opening for their park & ride location; it was at 6 in the morning on a Thursday – I was surprised at how busy it is; the bus has been very well received – the express buses they have leaving there, and I think one bus had standing room only, they're looking at adding new service already; Walker: It's a good addition.

Amanda Jackson - Thank you Mr. Walker – I'm going to sound a little bit like a broken record here for a second, talking about the income tax changes we made this year; with RITA collecting everything, we've got a lot of phone calls now that people have gotten their W2's; regardless of the year, everything needs to go to RITA; even though you're filing your 2018 taxes, it goes to RITA; I'm going to work with Amanda Lemke on putting that out there as much as we possibly can, hopefully cut down on the phone calls we

have been getting; in case anyone asks, again, anything – doesn't matter the year, goes to RITA; I wanted to let you know that your business cards are on order, they should be here hopefully tomorrow, but if not then, then definitely Wednesday; if you're in a real big hurry, and you want to stop in this week to pick them up, then feel free – otherwise I'll have them for you at your next council meeting.

F. Items for Discussion

Clark: We're going to be getting the money – the \$600,000 roughly from the Bixby Road project; I would like to see a discussion of how people would feel if we would earmark that for economic development purposes; to save that money for when we need to look at extending a line somewhere, or buying new property, or whatever – that we would have that capability in hand; I know there's pros and cons to that; I'm a big economic development believer, I harp on it a lot; I believe that's our future – creating the next job, the new job, to help fund – I think that \$600,000 put in that direction would quadruple in size back to the city over the next 10-15 years; I'd just like thoughts on that, both the administration – I'm sure Amanda will have some input on that; Coolman: You mean to hold it outside of the general fund? Clark: Right – it could be part of the general fund, but just controlled by the CWICC, or it could be in the CWICC, or whatever; this is my idea, this was not anybody else's idea – Lucas didn't think of this, I thought of this all myself; Jarvis: How does it work, historically? For example, we'll use the parcel on Bixby Road – the money to purchase that was not borrowed, it came from somewhere, right? Jackson: We haven't actually purchased that property yet; Jarvis: I was assuming we did; Jackson: We probably would have done some short-term borrowing, rather than paying cash for a purchase that large, because it was about a million dollars – am I correct on that Luke? Yeah, so right around a million dollars – that's a very large purchase; we probably would do a very short-term borrowing, with the intention of once the property is sold, to pay off that short-term borrowing; when I say short-term, I mean less than a year; what Mr. Clark is referring to can be done, let me say that; in a sense, we kind of already do that – we just don't necessarily do it on paper; we know how much we get Mr. Haire sells property, let's say in Canal Pointe or something, we tend to use that as our starting mark for whatever the next project is going to be; if we have to throw in more, we would do that, does that make sense? Jarvis: That's sort of the goal, right? Clark: Yeah; I'd just like to see it saved and spent on something – it was created by an economic development project; it was kind of a windfall – we didn't expect it, this came out of nothing that we were planning for, so it's not like we are taking anything out of our budget; I think you're going to see in the next few years – we've got OPUS putting those facilities in; we've already got a developer buying out there, and they're ready to go – they feel they can fill up some buildings; I think we're going to be in the same position in the next 3-5 years, looking around and going where's our next project – where are we developing our next park? We're going to need money to get it going; Jarvis: One of the things that slowed Canal Pointe down in the early days was that we didn't have enough roadway, it was just one step ahead of – somebody would buy something, and it was like 'now we have to put another section of roadway'; Clark: Right, obviously a developer is going to look and say if you have roads built there, they're going to be like 'wow, we can build here, and our trucks can start rolling the next day'; it would shorten the development process and time, and we might beat some other park that's not quite ready for that; we would have roads and sewers ready to go; Walker: Would this be put as an ordinance – is that how we would go about that, Ms. Jackson? Jackson: I need to look into exactly how legally, under Ohio Budgetary Law, we can do this; let me get back to you on it, I have a few ideas, but I want to look into it; I do just want to, for your information, explain about Canal Pointe and how that was all developed; we did take out a borrowing; it was something we rolled every year, because the interest rates were favorable enough to do that; we would pay it down – basically as we sold property, or as our

budget would allow; we finally were able to get rid of that last year; if you're talking about developing something similar, we would probably take a similar approach, even with this money being earmarked for economic development; Clark: It wouldn't bind, to be honest with you, it would be on resolution, and one vote to free that up – any 4 council members can vote and say 'we have an emergency over here, and we want to free this money from that, and move it'; it couldn't be moved until council – Jarvis: It's non-binding, it's kind of symbolic, I understand; Clark: It shouldn't be touched, if at all possible, except for economic development purposes.

G. Old/New Business

H. Adjournment @ 6:46 p.m. *A motion was made by Lynch to adjourn, seconded by Coolman. The motion carried with the following vote:*

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

DRAFT

Canal Winchester

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



Meeting Minutes - DRAFT

February 4, 2019

7:00 PM

City Council

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

- A. **Call To Order** *Jarvis called the meeting to order at 7:02p.m.*
- B. **Pledge of Allegiance** - Lynch
- C. **Roll Call** *Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker*
- D. **Approval of Minutes**

[MIN-19-006](#) 1-22-19 Work Session Minutes ([Work Session Minutes](#))

[MIN-19-007](#) 1-22-19 City Council Meeting Minutes ([Council Minutes](#))

A motion was made by Amos to approve MIN-19-006 and MIN-19-007, seconded by Bennett. The motion carried with the following vote:

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

Abstain 1 – Lynch

- E. **Communications & Petitions** - NONE

[19-010](#) Canal Winchester Human Services Letter Dated January 21, 2019 ([Letter](#))

Jarvis: There was a letter in our packet from Canal Winchester Human Services; it was kind of a thank you letter, and also a year-end-review; this was not on the agenda, but given the fact that it's one of the more important things that we are going to be working with this evening, the representatives from Westport Homes are here, and I'd like to turn the floor over to them at this time.

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

Molly Gwin, Attorney for Westport Homes: Mr. Chair, we had a PowerPoint presentation, we're having a few technical issues, but I do have hard copies, so I'd like to pass those out now if that will work for you; Jarvis: Sure; Gwinn: My name is Molly Gwinn, I am the attorney for the applicant Westport Homes, I believe that we all met at the last meeting; also present with me this evening is my colleague Tom Hart, with the law firm of Isaac Wiles Burkholder & Teetor, LLC, Mr. Jack Mautino with Westport Homes, as well as Terry Andrews; on behalf of the applicant, as well as myself – thank you very much to council, and to staff, for all of the effort that has been put into this project; as you all know, we started this project preliminary discussions in September of 2017; throughout this process, everyone has been willing to meet, and willing to provide feedback, and for that we are very grateful.

Gwinn: What I have put together here in this PowerPoint – I'd like to start first just very briefly with the evolution of the text for this project; just to show you how far the applicant has come, and how we have tried to take your consideration and concerns for this development into account; you'll see on the 2nd page of the PowerPoint presentation that the text has been revised to comply with the residential appearance standards that are set forth in your code; I'm going to talk about where exactly we comply, where we exceed those standards, and where we are requesting a small PUD modification under those standards; I'd like to just note that we originally proposed 194 single family lots, the applicant has gone

down to 162 lots; they've lost over 30 lots in this case; the density – we heard your concerns about density – it has been lowered from 2.4 units per acre to 2 units per acre; in keeping with lowering the density for this development, we have increased the lot widths from 50 foot, 65 foot, 70's and 75's, and we have now changed those lists to 75's, 80's, and 85's; at one point there was an empty nester product proposed for this development – we have gotten rid of that product, this is all traditional, single family type of homes; I think probably the most important thing on this slide is that the values of these homes have increased significantly; that is in part based on a new commitment here this evening that the applicant is prepared to make, and I am prepared to talk about; that is going to be full fiber cement siding; some of you may have heard of this as "HardiePlank" siding - that is the brand name for it; the applicant is proposing to commit to full natural materials for this development; we think is going to result in really nice homes, and take this development to the next level; in keeping with that, the original price point and range of these houses was \$275,000 for the empty nester product – we are now looking at homes that we believe are at a price point between \$350-\$450,000; that's just kind of a little story of how far we've come; we have been able to maintain the open space at the 35% requirement – that greatly exceeds your code at 20%; based on those concessions, we feel that there are some PUD modifications that are warranted, specifically with the garages, and with regard to the architectural elevations; if you'll turn to the 3rd page of that presentation, you'll see that I have cited to the new residential standards, and that is the 11-98 code section; you will note that these are the design standards that the applicant is going to comply with strictly; this is in terms of foundations – there will not be exposed foundations – if they are, they will be finished with approved building materials; eaves and overhangs are going to be required on these homes, and they will not be less than 8 inches in elevation; finally, this is again an additional commitment from Westport in this case, we are prepared to meet the 3 lot separation standard in terms of the diversity; I think when I spoke with you last time, you expressed some concerns about that, we reviewed your code, and we understand what it states better, and we are prepared to meet those requirements; on the next page you'll note items that I have identified as commitments that Middletown Farms will comply substantially with; these are based on discussions with several of you on January 9th at our meeting, as well as with staff; the first is the front porches – the applicant is prepared to mandate that front porches have a minimum of 100 square feet, and that they are a minimum of 5 feet in depth; your code right now requires a minimum of 7 feet, and 10 feet wide porch – we're requesting a little more flexibility there, and you'll see the reason for that is to make sure that the scale of the home fits a little better, and to make sure that the porch conforms to what we're proposing in each of these houses; the second thing is the driveways – Westport is prepared to do concrete, asphalt, or brick pavers on all of the driveways; they are prepared to comply with the requirement that the driveways be grouped, to enhance the appearance of open space, and to provide the appearance of additional open space; the only thing that they're requesting that's a little bit different in the text, is to have 16 foot wide driveways at the approach, versus 10 feet; you'll see the rationale there, and I'm certainly happy to take questions about that, as is Jack or Terry; finally, with respect to roof pitches – the applicant is prepared to go to a 6-12 for a roof pitch for primary rooves, and for secondary roof features, they're prepared to comply with the 4-12 pitches; they are requesting language stating that there would be a minimum of 5-12 pitch for single story ranch homes; that is just to provide too much 'massing of the roof' on a deep ranch house; finally, and I think most importantly – if you'll flip to the next page of the packet, Middletown Farms is prepared to exceed your new residential standards code, which does allow for .46 vinyl siding; the applicant here is expressly proposing language that vinyl siding will not be permitted in this development, and they're prepared to go to full HardiePlank siding, full cementitious materials; I think this is important for two primary reasons – the most

important is that I do not believe there are any developments in Canal Winchester that mandate this in their text, this level of materials; the second important criterion of this is that this will increase the value of the homes, perhaps more than anything else that the applicant has proposed; it will increase the trim that is required, it will increase the look and appearance, - Jack Mautino can certainly speak to that separately – this is a new concession since we last met, and last spoke, and the applicant is prepared to do this; the sole remaining items that we have are set forth in the next 3 slides, and the first one is garages; we've had a lot of talk about garages, but I wanted to go ahead and call out that there are several criteria of 11-98-04A8 that the applicant is willing to comply with; all cementitious materials – including brick, stone, and fiber cement siding will be included on the garages; as previously stated, the garage doors will be architectural in style and finish, in order to compliment the home; the garages are also mandated in the proposed text to match the color of the home; the community, in this case, is proposing a minimum of 20% side-load garages, but not to exceed 25%; that is in there because side-load garages are exempt from the requirement regarding the setback from the most forward-facing architectural elevation; we had concerns about a community filled with side-loads in order to get around that standard; the applicant has no interest in doing that, they've gone ahead and reviewed the site plan, they do believe they can commit to a large portion of side-loads in this community, and they believe that they can commit to them in a way that compliments the look and feel of the home; the one thing that the applicant is requesting here is that the garage be flush, or behind the most forward-facing architectural elevation of the home; to be clear, your code presently and under 11-98 mandates that the garage be 4 feet back from the livable area of the home; in discussions, it had been proposed that possibly it could be from the most forward-facing elevation; the applicant is requesting that it be flush or back from the most forward-facing architectural elevation; you'll note that a rationale is set forth in the text for this, and it's primarily related to how people live today, in terms of their houses; you've noted that a lot of people enter their homes through their garages – there are mudrooms in the garage area, and media center area; as a result, in order to accommodate that kind of space that so many people want in a \$400,000 home – there is a need to set the garage flush with the most forward-facing architectural elevation; just to be clear, we don't think these are the "snout houses" of yesteryear, these are nice garages that are finished out to look exactly like the home; in certain cases, they'll be flush with the most forward-facing elevation; the second item is with respect to 4-sided architecture; the applicant in this case is proposing the 'Dublin' standard; the applicant believes that this will allow their buyers greater flexibility with regard to interior features and finishes; this is a standard that has proven to work in a market for both buyers and builders; if you'll note that that standard regulates – that is called out in the text – that standard regulates architectural elements based on a vertical split of the home, rather than a per-floor basis; you're still going to have visually appealing sides; the applicant is still committing to 3 architectural elements on fronts and rears of these homes; they are asking for 2 architectural elements on elevations that do not face the street; that's the only other deviation, and we feel that this will mitigate the concerns of blank walls, without putting stress on buyers, whereby they're forced to choose between exterior elevations, rather than interior features; finally, the last item is with respect to chimneys – with the addition of the full HardiePlank siding, the applicant is requesting – this is permitted under existing code 11-30 – to be able to have cantilever, or shed-style chimneys, provided that they are on the back of the home, and provided they are wrapped in those same materials that we have discussed – those nice, natural materials; with that, we think that we've certainly come a long way, in terms of what we're prepared to commit to for this project; the last 2 slides show a chart, if you will, and on the chart it's color-coded; yellow is the items where we meet the proposed code; pink is the items where we exceed the standards of the proposed code – that's with the full Hardie siding; just to give a

recap on how far we've come, and where we're prepared to go; we'd ask that you would consider approving this.

Jarvis: Does council have any questions for the applicant? Alright, is there anyone else who would like to speak this evening – on this topic?

Jack Mautino, Division President of Westport: I, too, would like to thank council and staff for their time, cooperation, guidance, direction, argument, all of the above, for getting us to this point now; I think Molly has done a nice job in terms of spelling out where we were, and where we're at; we are currently in compliance with the new adopted code, and what deviations that we do have; I think what it boils down to, as I see it, is we are talking about a placement of a garage at this point, unless we want to talk about the 4-sided architecture; I remember council saying to me 'we want you to wow us'; we hopefully have done some of that, as far as the full natural exteriors; I know Molly talked about grouping of the driveways, to comply with the open space, or at least that open space feel; taking in the spirit of the adopted code – though we could probably make the legal argument that it didn't apply to us – to council's argument, everything is a negotiation; I guess we've negotiated throughout this process to the point that the value of the homes, and the value that an appraiser, and someone is going to give you down the road, is going to have significantly more impact if we're having a full natural exterior, than it would if just by the placement of that garage; we are talking about the garage to be painted the same color of the home, adding architectural detail of it, with or without windows – so that it is complimentary to the architecture; 20-25% side-loads that would also be mandated; we've talked about the massing of the front porch itself; at this point in time, it really comes down to what the community is going to look like – how is it going to feel, and how is it going to resell; with these additional changes, there is – I really feel that we've come to that position; I would believe that the one last element that I would be very much willing to discuss with, and, quite frankly, it would be time to do that – if we're looking at the feel of that community, and giving it a feeling of establishment from its very inception; one other element that we should do, as a builder, is to substantially increase the landscape on the front of the home; with that in mind, I will pass out to you all what is a 'typical' landscaping plan; this would be one in Canal Cove, and then one that we are proposing for Middletown Farms; the examples that I'm giving you would be a front-load garage in Canal Cove, a side-load, and front-load garage for Middletown Farms; as you can see, there is substantially more landscaping in the proposed Middletown Farms – giving this community an almost immediate feel of establishment at inception.

Clark: Do you have pictures – pictures of the new houses that you're building – these 'wow' houses?

Mautino: I really don't, other than similar to what we've presented before; Clark: Are some of them in

here, can you show me? Mautino: There's a couple of things, let's just take one of these for example –

not my house, I'll show you one of ours; the reason I'm showing you this is because this would just be an example of – Clark: It's all natural? Mautino: It's all natural; there's a lot of board-backed material; what

would be wrong with this picture is that you can see the garage is painted white; as part of our text, we would make that garage color the same color as the body of the home, so you're not drawing attention

to that white garage; Lynch: What would be the price point of that house right there? Mautino: This one

would probably be 4, 4.5; Lynch: With the third car, or without? Mautino: With the third car.

Lynch: What's your typical setback on the houses in Canal Cove? Mautino: 30; Lynch: 30 feet – and we are looking at 25 feet? Mautino: In this text, we have them staggered at 25 and 30, to give a little more

streetscape; Amos: Mr. Mautino, pardon me if this has already been asked and answered – the garage door is going to be the same color as the house? Mautino: As the body of the home, correct; Amos:

Where was that request? Mautino: That was something that (unintelligible); it's in the revised text that we submitted; Lynch: Ultimately it's not part of our code, per-say; it's not part of our 11-98 code if I remember correctly – it's a way to blend the garage door in with the house, so it doesn't stand out as much as it would; the idea with the 4-foot setback of the garage is to not draw attention to the garage, but to the house itself; this seems to be a step in that direction; Lynch: To the house itself; this seems to be a step in that direction, to not draw attention to it; Clark: They're asking not to move the garage 4 feet, right? They want it flush? Lynch: Yes; Mautino: An example of a garage door painted the color of the home – maybe not the best example, but it does show you; Clark: Would some have that 2-door garage, and some have the full – that one has 2 doors; Mautino: The homes that we would construct would have the single door; Clark: For every home? Mautino: Correct – unless it's a third car, then that would be reduced down to an 8 or 9 width; Coolman: Mr. Mautino, the style of home – I was reading in some of the information that we were provided in our packets – it might be old text, and if it is I'm sorry, the style of home – it mentioned it would be multilevel? Such as split-level? Mautino: Not the old split level – Coolman: Do you still have those in the plans for Middletown? Mautino: We do; as a matter of fact, it's a very popular home in Columbus; you walk in on the main floor, and on that main floor – it's not the 'decision house' – you would walk in on a landing, and you would have to make a decision on whether you were going up or down; these are on the main floor, and on that main floor is typically going to be the great room, the dining room, the den, the kitchen – you walk down the half flight of stairs, and there's a family room – a game room type of area; walk up another half flight of steps, and there's the master area; walk up another half flight of steps, and that's where all the bedrooms are; it's kind of a hybrid between a two-story, and a first floor master; Lynch: I've seen these in New Albany, they do quite a few of them; Jarvis: Any additional questions? Lynch: Just to clarify – the trim on the windows, that's all around the house? It's something you have to have with cementitious siding, correct? Mautino: With the cementitious siding, you have to trim all of the windows, and the corners have to be trimmed significantly more; there is no J-channel, if you know what a J-channel is; that's just a small siding trim material that goes up against the side of a window, of which that siding slips into; your new adopted code does not provide for that, especially on the sides and rear, because all of the windows would have to be trimmed; in this case, the windows, trim, detailing, skirt board - are all much more substantial; Lynch: It would have that freeze board across the bottom, as well as on the eaves, underneath the eaves? Mautino: That's correct; Lynch: All of the eaves would be soffit and fascia; Mautino: Aluminum; Lynch: Aluminum, okay – not vinyl? Mautino: Correct; Lynch: Okay; a lot of the houses that are in Canal Cove, in a lot of subdivisions, lack any kind of trim around any of the windows, as well as ? on the eaves of the house – they have them on the front and the back, but typically not on the gables; it's a little detail – Mautino: I think the last point that I would make on the HardiePlank siding – I'm using a brand name, of which we use, of a cementitious siding material – the siding we use, the color is already applied in factory; it comes with a lifetime warranty, so there would never be the need to paint again; this siding doesn't fade like vinyl siding, this siding doesn't warp like vinyl siding – it's a heck of a product; appraisers will give you value for that material.

Jarvis: I guess I'll open it up a little wider, if anyone on staff has any comments that germane to this discussion – hearing none, I thank you for your time, I understand that you would like us to untable this ordinance this evening, and take action; the only reason to leave it on the table is if there were something that needs to be clarified, or new information that was coming; I don't know that we have any new information for you; Mautino: I believe that, as I sit here, I believe that the sticking point is probably that garage – I'm going to make that assumption – the placement of the garage; the 4 feet behind the front of the porch is incredibly challenging as far as a design standpoint, and a marketability

standpoint; I could certainly accept behind, and no closer than 18 inches; the garage would sit behind the front porch by – at minimum – 18 inches; from a visual standpoint, that would provide the offset, and I'm getting that 18 inches, I believe is the same, or very close to the offset between a second and third car garage – they too cannot be flush; Jarvis: This is something that you could achieve with the models that you have, without playing havoc on the floorplan? Mautino: Yes; Jarvis: Thank you very much, we have a couple of little things to take care of, and then we will tend to the ordinance.

Jarvis: Ms. Jackson, are there any other communications or petitions that may have come in late?

Jackson: I do not have anything; Jarvis: Mr. Walker pointed out that we did receive a report from Madison Township fire department – Chief Fasone, if it speaks for itself, we can take it that way; if you'd like to say anything – Fasone: It speaks for itself, (unintelligible); Jarvis: Thank you, we appreciate seeing you now and then, too.

Jarvis: This opens up the public comments section; if there's anyone in the audience who would like to address council, on any topic whatsoever, this would be the time to do that; we do have a protocol – there's a ledger there, you put your name and address in – if you could also state that for the record, there's also a 5 minute limit – any takers?

Jim Bohnlein, 6320 Rossmore Lane: This proposal – I didn't hear anything about the width of sidewalks?

Jarvis: Would a representative from Westport Homes have that information? Haire: They're 4 feet – and then there's an 8 foot asphalt path that'll be adjacent to the roadways Oregon and Lithopolis; there's a 6 foot crushed Limestone path that'll be throughout the open space; Bohnlein: Thank you.

Cliff Spruill, 7547 Bruns Court: One question – I was kind of thinking about, and concerned about, if anyone knows anything about another car wash coming to town in the near future, and where? Jarvis: To the best of my knowledge, no, maybe you know something I don't – Mr. Haire, is there a carwash in the future? Haire: There are no proposals, it could've been used on a day like today; Spruill: Okay, I've heard that more than one time; Jarvis: There's a few out there – there's a Cracker Barrel rumor rattling around somewhere; Spruill: Oh, yeah; Jarvis: That one is not real, either.

G. RESOLUTIONS - NONE

H. ORDINANCES

Tabled

[ORD-18-029](#)

Development
Sponsor: Jarvis

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 11.954 Acre Tract Of Land From Exceptional Use (EU) To Planned Residential District (PRD), Owned By The Dwight A. Imler Revocable Living Trust, Located On The Southeast Corner Of The Intersection Of Hayes Road and Lithopolis Road And Consisting Of Parcel Number 184-002994, And To Adopt A Preliminary Development Plan And Development Text For A Proposed 79.5 Acre Planned Residential Development (Middletown Farms) ([Ordinance, Exhibit A, Exhibit B, P&Z Recommendation, Dev Text Update 2-4-19](#))

- Tabled at Third Reading

A motion was made by Jarvis to untable ORD-18-029, seconded by Lynch.

Jarvis: I'd like to make a comment at this point, I guess this would be kind of fitting – I wanted to echo what Ms. Gwin and Mr. Mautino said about this process, which has been kind of touch-and-go for everybody involved, but it was always professional, pleasant, and I always felt that we were working towards the middle; concessions were made on both sides, and it's something that – I don't want to say I enjoyed the process – it was professional and businesslike, we appreciate that; I hope you recognized that we had an earnest desire to get to that middle place; we did have a concept in what we wanted to see for future residential development; this journey made us refine that vision – we thought we had it captured in the 11-98 standard that was going to reflect what we wanted, but you pointed out some things that weren't quite clear, and that maybe we could make some concessions on; it was a starting point, and a much better starting point than we had in the past – as Mr. Mautino said, the key sticking point seemed to center around the setback point of the garage, relative to the main structure; initially it was 4 feet behind the main living part of the structure, and we conceded that no, if it was 4 feet behind the most forward element – that was our counter, and you countered back with 18 inches, which was news to us this evening; like some of these things that are in here, like the vinyl – the thickness of the vinyl – I think they were symbolic of something else; we couldn't really come out and say 'we are looking for something wildly different from anything we have in the pipeline', but that was kind of what we were asking in a roundabout way; your responses were positive in that they resulted in something that was a better product, at the end of the day; I don't think we necessarily hit that point in the middle, where everyone is nodding their head in the same direction – I'm speaking for myself, I'm going to open it up for the other members of council, to state how they feel as well; today, we kind of have an incomplete picture – as far as the models, I think we stated that there would be somewhere between 12-15 different models, and I'm not talking about elevations; we've seen – I believe on my count – 7 of those; there's a lot left to the imagination; I realize that if the code says it will be 'this, that, and the other', but we are visual people, and we'd like to see that; we have an end state in mind for housing that is different than anything else that's in Canal Winchester; we are told by staff, and were mindful of the fact that there is between 500-600 residential homes that are in the pipeline, there is a backlog; even in our most aggressive, full-force days, the buildout was around 100 houses per year – if you use that as a figure, with no economic slowdown, that's around 5 or 6 years of residential homes that are in the pipeline that we haven't absorbed of those yet; we are considering adding 162 more into the mix; then you go back, look at it and say with these upgrades – I don't want to pretend that they're not significant – they are, I realize that those were tough calls for you to put on the table, and we appreciate that, but when you step back, and you look at it – you go 'okay, what's the price point, the general style, the size, the lot size' – it's comparable, a step or two above what's in the pipeline – but it's in the same family, or the same league; speaking for myself, I think I was looking for something that was considerably beyond that – maybe that's not realistic, maybe that's not a Canal Winchester market; the one thing that I'm not comfortable with is that it doesn't seem responsible to add 160 more homes on top of the 5 or 6 hundred, and wait for these to build up; there will be others who will want to build in Canal Winchester as well; speaking for myself, I appreciate everything that everybody did, but it's not quite in mind – it doesn't match my mental picture, and therefore will probably not support – other than removing it from the table - this application this evening; is there anyone else that would like to talk about how they feel on this project?

Hollins: We didn't take a vote on taking it off the table; Jarvis: We are still in the discussion phase; Hollins: As to whether to take it off the table? Jarvis: To take it off the table, this is not a vote; I didn't know where else we would be able to talk about it; Hollins: Any time during consideration; Jarvis: There is a motion on the floor to untable – it's been seconded; after we discuss this – I feel that we owe them an explanation of where we are coming from, because it's a long process; anyway, is there anyone who would like to – Mr. Lynch? Lynch: We've put together the revised codes, the 11-98 – I think there were two things we wanted to accomplish with that, number one was to create a better quality house, number two was to create a little more diversity in housing; we seem to have a lot of housing within a certain level – we don't really have anything that goes above that; the aesthetic part – we upgraded the siding, we asked for trim around the windows, in an attempt to create a better quality home - something that's going to last a lot longer; the cementitious siding around the house – we don't have any of that here in Canal; I work a lot throughout the Columbus – there's not a lot of communities have that, either, usually high end communities have that; it might be a little thing, but to me that makes a huge, huge difference in the quality of the house – it's something you feel when you drive through a neighborhood, it makes a difference; the trim around the windows makes a difference, the eaves, that makes a difference; I think in the spirit of the 11-98 code this fits that bill; I want to also caveat that I agree with you – I don't think we need more houses in Canal Winchester, we've got a lot in the pipeline; this here meets the spirit of the code of what we aesthetically want to move forward with; as far as the diversity of housing – we have, as I was checking prices on a lot of homes; Cherry Landing – we've got a lot of homes between 200-250; Canal Cove – a lot of those homes are running 250-300; Westchester – 250-350; what we don't have is any homes that run between a 350 and 450 range; this just doesn't really exist in Canal Winchester right now; this would fill that bill; as I look at this application, as much as I don't want more homes in Canal right now, it does fit the spirit of the 11-98 code, and it does offer more housing diversity.

Coolman: I would like to say that – I echo what Mr. Lynch has to say, and Bruce what you've said already; do we need more housing already – no; Bruce brought up the fact that we have roughly 600 houses in the pipeline, to the tune of about a hundred per year; I think Lucas told us that last year we did 59 homes, so let's stretch that out even further, even closer to 10 years of build out that we have so far; considering the diversity of home – I certainly had a certain idea of what I was looking for; while our focus up here is building our economic structure, as far as bringing jobs in – that's been our focus, that's always been our focus; it's my belief that if you have an upscale home, that's how you can attract some business owners to bring their businesses here; I'd hate like heck to see a business owner, or a leader of an industry come into Canal Winchester with their business, and have to live somewhere else, because you don't have their style of home; with that being said, we do have one extension of Westchester that is across from the golf course – they're golf course lots that they're selling for \$400,000; to echo your point, do we have a lot of them – no; is there some in Carroll – there's some in Carroll; it's not sitting on 10 acres of land; they're out there; that's what I was expecting, a home more of that nature.

Amos: This is one of those decisions that you wrestle with – I could not agree more that we just don't need additional homes right now; Lucas is doing a fabulous job on some commercial development, which I think the city really needs at this point in time, is more commercial; I also wrestle with the fact that, having studying some of the real estate tables, it does bring more homes that are in the higher end, and it does give people some additional opportunities to move up or around in the city; I struggle – I like windows, I like trim, I like things to look pretty – especially on a house that you're paying \$350-\$450,000 for; I think that you guys have done a great job in trying to meet our standards in 11-98, and have come

to the table with a full Thanksgiving plate of things to look at; it's just hard, because we do have a lot of things going on right now; it's a thought, I have to think.

Jarvis: If it was easy, everyone would be doing this – these are the kind of decisions that are tough calls to make; you base it on the information that you've got; I think we have gotten a good 360 degree look at it at this point; I agree with many of the things that you are saying; Amos: I hear Mr. Mautino saying 18 inches – he can give us 18 inches, but as I sit here – would I be able to see that from the street, would I be able to see that depth perception from the street of 18 inches? I understand what he's saying that it's a design standard; as a non-builder, is pushing it back – is pushing it to the back of the house – I realize for you it's probably thousands of dollars' worth of changes in pushing it back - but 18 inches isn't that much when I sit it on my desk and look at it; it's a hard decision.

Clark: My thoughts are along the same lines – we are the fastest growing city in the state of Ohio right now; I know that's not huge, huge numbers because of our lower percentage; by percentage, we are the largest; overall, people – it's not thousands; you have to manage that growth with the amount of capacity that we have in our infrastructure to be able to do that, and our roads; a city is built on income taxes; it's built to survive on income taxes, not property taxes; it's really hard when you have to balance bringing in jobs to pay for that development; that's where it becomes difficult for me, seeing the 500-600 homes that are already in the pipeline, to be able to manage that properly I think is going to take some skill; to add this to it, I just don't see it.

Lynch: I have a question for Mr. Haire – when you're out there soliciting companies to come into Canal Winchester, does the type of housing we have here weigh in their decision whether to come here, or not?

Haire: Generally, no – generally they look at it on a more regional basis; they want to know what the average sales price is in the Columbus market as a whole; rarely does it come up about specifically in Canal Winchester; it did come up recently in a MORPC study that they did for the Rickenbacker area, because there's a lack of housing in the Rickenbacker area, versus how many jobs are in that area; it's something that they want to address, in terms of how to encourage more housing in the Rickenbacker area; Lynch: What type of housing were they looking for, do you know specifically? Haire: Any housing – there's just a lack of housing options, basically between Grove City and Gender Road, up to 33 – and then 270 on the northern boundary is what they consider the Rickenbacker area of influence; there's not that many homes in that area, versus the number of jobs that they have.

Jarvis: If there's nothing else then we have a motion on the floor – Mr. Hart, would you like to say something? Hart: Yes sir, just very briefly, if I may; based on what we've heard, and the fact that it's still on the table – we would like a chance to come back to this body with a text that meets the new code, that meets the 11-98 standards, period, and ask you to consider that; we'd like to request that the case stay on the table, we'll come back and bring a text, bring a plan that meets 11-98, period; 4 feet, in line with all items of the new code; Jarvis: That's a little unexpected, I must say; what's council's pleasure? I feel that we should honor that request; Lynch: Absolutely; Amos: I do, too; Hollins: We can proceed to withdraw your motion, with a second; Hollins: Once it's seconded, it goes away – it's hereby withdrawn; Jarvis: Okay, it does not require roll? Hollins: It does not.

A motion was made to withdraw previous motion of untabling ORD-18-029, seconded by Lynch.

ORD-18-046

Development
Sponsor: Clark

An Ordinance To Amend Part 11 Of The Codified Ordinances And The Zoning Map Of The City Of Canal Winchester, Rezoning An Approximately 69.237 Acre Tract Of Exceptional Use (EU) To Limited Manufacturing (LM), Owned By Gender/Thirty Three, Located On The North Side Of Winchester Boulevard (PID 184-000532 And 184-000871) ([Ordinance, Exhibit A](#))

- Tabled at Third Reading

Jarvis: Is there any reason to untable that ordinance? Clark: No, I don't think so – Lucas? Haire: No; Jarvis: Okay, then it will remain.

ORD-18-048

Development
Sponsor: Lynch

An Ordinance Amending Section 1191 Of The Codified Ordinances Regarding Landscaping And Screening ([Ordinance, CHAPTER 1191 Amended, Ordinance Updated](#))

- Tabled at Third Reading

Jarvis: There were some changes made to it that were in our packet, highlighted with the changes – it says sponsored by Mr. Lynch, is there any reason to untable the ordinance this evening? Lynch: Yes, the revised text was included in our packet.

A motion was made by Lynch to untable ORD-18-048, seconded by Bennett. The motion carried with the following vote:

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

Jackson: We're adopting the amended ordinance, correct? Not the original? Lynch: The amended ordinance, yes; all of the questions had been addressed, and highlighted in yellow; Jarvis: So there is no further issues? Lynch: No, well done; Jarvis: Thank you to everybody who worked on that.

A motion was made by Lynch to adopt the amended ORD-18-048, seconded by Bennett. The motion carried with the following vote:

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

Third Reading**ORD-19-001**

Development
Sponsor: Jarvis

An Ordinance To Repeal Ordinance No. 17-056 And Amend The Adopted Combined Development Fee Schedule ([Ordinance](#))

- Adoption

A motion was made by Jarvis to adopt ORD-19-001, seconded by Coolman. The motion carried with the following vote:

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

Second Reading

[ORD-19-003](#)

Finance

Sponsor: Clark

An Ordinance To Authorize The Mayor To Enter Into A Contract For The Prosecution Of Certain Criminal Cases And Certain Civil Division Cases In The Franklin County Municipal Court For The Calendar Year 2019 With The City Of Columbus Attorney's Office ([Ordinance, Exhibit A](#))

- Second Reading Only

Clark: Second reading only.

[ORD-19-004](#)

Construction Services

Sponsor: Amos

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company For Existing Overhead Electric Utilities On Groveport Rd., West Of Gender Rd ([Ordinance, Exhibit A](#))

- Second Reading Only

Amos: Second reading only, please.

First Reading[ORD-19-005](#)

Finance

An Ordinance To Authorize The Mayor To Enter Into A Contract For Indigent Defense Representation In The Franklin County Municipal Court With The Franklin County Public Defender On Behalf Of The City Of Canal Winchester Mayors Court For The Calendar Year 2019 ([Ordinance, Exhibit A](#))

- Request to move to full Council

Jarvis: First reading only.

[ORD-19-006](#)

Development

An Ordinance Authorizing The Mayor To Enter Into A Natureworks Local Grant Program State/Local Project Agreement With The Ohio Department Of Natural Resources For The Proposed Westchester Park Improvements And To Declare An Emergency ([Ordinance, Exhibit A](#))

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

A motion was made by Coolman to waive the rules for second and third readings for ORD-19-006, seconded by Lynch. The motion carried with the following vote:

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

A motion was made by Coolman to adopt ORD-19-006, seconded by Amos. The motion carried with the following vote:

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

[ORD-19-007](#)

Development

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From Shrimengeshi, LLC ([Ordinance, Exhibit A](#))

- First Reading Only

Amos: First reading only.

ORD-19-008

Development

An Ordinance To Authorize The Mayor To Accept An Easement For Water Line From Winchester Ridge III, LLC And To Enter Into A Waterline Easement Agreement ([Ordinance, Exhibit A](#))

- First Reading Only

Lynch: First reading only.

ORD-19-009

Development

An Ordinance To Accept Dedication Of Real Property ([Ordinance, Exhibits A B](#))

- First Reading Only

Coolman: First reading only.

ORD-19-010

Development

An Ordinance To Authorize The Mayor Convey A Tract Of Land Consisting Of 110.244 Acres On Bixby Road To The Canal Winchester Industry And Commerce Corporation To Provide For Its Subsequent Conveyance To NorthPoint Development, L.L.C., Pursuant To Their Real Estate Sale Contract, And To Declare An Emergency ([Ordinance, Exhibit A](#))

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

A motion was made by Clark to waive the rules for second and third readings for ORD-19-010, seconded by Coolman. The motion carried with the following vote:

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

A motion was made by Clark to adopt ORD-19-010, seconded by Coolman. The motion carried with the following vote:

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

ORD-19-011

Construction Services

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company For Existing Overhead And Underground Electric Utilities Along Groveport Rd (Parcel Number 184-001310) ([Ordinance, Exhibit A](#))

- First Reading Only

Amos: First reading only.

[ORD-19-012](#)

Construction Services

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company Along Robinett Way For Underground Electric Utilities On Parcel Number 0420376000 ([Ordinance, Exhibit A](#))

- First Reading Only

Jarvis: First reading only.

[ORD-19-013](#)

Public Service

An Ordinance To Authorize The Mayor To Enter Into The Sewer Oversizing Agreement With Grand Communities, LLC ([Ordinance, Exhibit A](#))

- First Reading Only

Amos: First reading only.

[ORD-19-014](#)

Public Service

An Ordinance To Accept Hill Rd. Right-Of-Way ([Ordinance, Exhibits A B](#))

- First Reading Only

Jarvis: First reading only.

I. Reports

Mayor's Report

[19-014](#)[January 2019 Mayor's Court Report](#)

Mayor: Thank you Mr. Jarvis – here I thought I wasn't going to have a report, but I do; the January 2019 Mayor's Court report needs approved.

A motion was made by Bennett to accept the January 2019 Mayor's Court report, seconded by Lynch. The motion carried with the following vote:

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

Fairfield County Sheriff - I do not have a written report for you guys tonight, I'll have it for you at the next meeting; other than that, I'm happy to be here.

Law Director - Thank you Mr. Chair, obviously we've been busy, we have quite a few real estate things going on, I wanted to commend my own staff for helping me get through all that – I also wanted to commend – things are running very smoothly in terms of the Clerk of Council, and your services does not go without, thanks for all of your help on all of this stuff; Haire: We do have a need for an executive session this evening as well, in regards to purchase or sale of real estate.

Finance Director

[19-013](#)

[Finance Director's Report,
January 2019 Financial
Statements](#)

Jackson: Thank you Mr. Jarvis, I don't have anything in addition to what was discussed at work session.

Public Service Director

19-011

Public Service Project Updates,
Construction Services Update

Peoples: Thank you Mr. Jarvis, nothing in addition to work session.

Development Director

19-012

Development Report

Haire: I don't have anything beyond my written report – I will mention one thing, you should stop over at both Leander and Fantasy Cupcakes, they did a fabulous job on the interior, you should stop over and check it out; Jarvis: I have heard very good things about that – I like the exterior, just driving by, it looks really good.

J. Council Reports

Work Session/Council - TUESDAY, February 19, 2019 at 6:00 p.m.

Work Session/Council - Monday, March 4, 2019 at 6:00 p.m.

CW Human Services - Lynch: This past Sunday, yesterday actually, was SOUPer Bowl – it was very well attended by the community, they had a lot of food, a lot of people, it looks like they generated a lot of money; Mr. Bennett and Mrs. Amos were there, working feverishly, as well as Bob Clark – they were working with the scouts to make the event a success.

CWICC - Clark: Thank you Mr. Jarvis; we met January 30th – several projects were discussed, and I went ahead and put some estimated job numbers to these, in the next few years that we could possibly experience; NIFCO's 175,000 square foot expansion is around 115 new jobs; Winchester Park – the new office park – is around 20 new jobs; Wyler expansion, around 30 new jobs; Hampton Inn – a mixture of part and full-time jobs equaling about 12 new jobs; Crossroads Church, about 20 new jobs; Mill Tech 60,000 square foot construction – about 30 new jobs; OPUS' two new buildings – these are ballpark figures in this development – about 350-500 is what you would expect from buildings about the size of those; if you total those up, looking on the low end, 577 new jobs, up to 727 new jobs; that represents about a 10% increase in the job growth over the next 2-3 years; Lucas has been very busy; Jarvis: Those are encouraging stats; are these high-paying jobs? Clark: I think it's a mixture – you look at Hampton Inn, obviously you're going to have staff making beds, and things like that; at Wyler, you'll have some car salesman; some office park are decent – NIFCO's jobs, those are some good paying jobs there; Mill Tech – those are manufacturing, good-paying jobs; OPUS is still pretty early to know if it's all just warehousing, they tend to be a little lower – if we get manufacturing in there, it will be a little higher; what's the total number that you said we have? It was 4,200, something like that? Haire: It was about 4,200; Clark: That's how many workers we have in the city, so a nice addition; Haire: We have 3,800 residents of working age living here, so we are actually importing labor; only 6% of them that live in the community also work in the community; Mayor: Probably coming from the south; Clark: I didn't include Bixby's 2 new – I don't know how much that is going to be; Jarvis: If it's warehouse, not a lot of numbers.

CWJRD - Bennett: This past Saturday, we hosted a commissioners breakfast – we had 9 commissioners of roughly 14 there represented; it was sort of a get together to go through process, kind of level set, get everybody together, get some collaboration on new ideas, ways to make sure that we're doing things well, and doing them right; we have a community night – movie night – coming up Friday, 6:30 at Winchester Trail? Amos: Yes, Winchester Trail; Bennett: Doors open at 6:30, movie starts at 7, it's Small Foot – feel free to stop out, bring a chair; Amos: Blanket; Bennett: Our next board meeting will be Thursday, February 21st at 7pm, Town Hall; Jarvis: When you were talking to these other commissioners, is there anybody who looks like us – did they have a similar setup? Bennett: This was our commissioners that are running our athletic programs, not from outside; it was more – when we have incidents, responding in a timely manner, proper protocol for communications; kind of an internal training – it was nice to get everybody together for breakfast, everybody appreciated the effort; Amos: I do think we came out with some new ideas on how to promote some of our more low-key programs; that was nice; I thought that there was a lot of good that came out of the meeting; Bennett: I think we also challenged them to not think of things as 'status quo', to kind of own the programs, and come up with ideas; some of the programs had challenged us – 'what if I wanted to get my kids together, and go do a service project?'; great, we'll support it, let us know what you want to do – what if you want to do a team event, watch a movie? Let's figure out how to get a space, we have access to facilities, if needed, we could potentially try to coordinate; never saying no, let's discuss all options, to see what we can do; Jarvis: It sounds like you are getting somewhere; like you said, just busting the status quo is enough right there to make some good ideas take root.

Destination: Canal Winchester - Walker: This is becoming the norm – there's a meeting going on right now; typically, they do start at 6:30, at the Interurban – due to new events, we are going to start meeting once a month, instead of every other month; it'll still be the 4th Tuesday of the month; with the addition of the Art Stroll, and some other activities is why we need to meet once a month.

K. Old/New Business

Walker: I'd like to remind everybody that there is the seniors' – February 15th – Valentine's Dance; they do have a DJ who is not charging anything; if you know anybody who would like to join on the 15th, it was quite successful last year; might want to remind a mom, dad, aunt, uncle – that's why I'm letting you know, so you might want to let folks know to join us; you can look it up on the seniors – CW Seniors.

L. Adjourn to Executive Session @ 8:17 p.m.

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

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

Council returned from Executive Session @ 8:41 p.m.

M. Adjournment @ 8:42 p.m.

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

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

DRAFT

ORDINANCE NO. 18-029

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING AN APPROXIMATELY 11.954 ACRE TRACT OF LAND FROM EXCEPTIONAL USE (EU) TO PLANNED RESIDENTIAL DISTRICT (PRD), OWNED BY THE DWIGHT A. IMLER REVOCABLE LIVING TRUST, LOCATED ON THE SOUTHEAST CORNER OF THE INTERSECTION OF HAYES ROAD AND LITHOPOLIS ROAD AND CONSISTING OF PARCEL NUMBER PID 184-002994, AND TO ADOPT A PRELIMINARY DEVELOPMENT PLAN AND DEVELOPMENT TEXT FOR A PROPOSED 79.5 ACRE PLANNED RESIDENTIAL DEVELOPMENT (MIDDLETOWN FARMS)

WHEREAS, the rezoning of a 11.954 acre tract of land hereinafter described from Exceptional Use (EU) to Planned Residential District (PRD) has been proposed to the Council of the City of Canal Winchester by the owner, the Dwight A. Imler Revocable Living Trust ("Imler Trust"); and

WHEREAS, such 11.954 acre tract is contiguous to an approximately 67.55 acre tract of land also owned by the Imler Trust and currently zoned Planned Residential District ("PRD"); and

WHEREAS, an accompanying Planned Residential District preliminary development plan and development text has been submitted for the combined 79.5 acre tract for approval; and

WHEREAS, a public hearing has been held by the Planning and Zoning Commission of the City of Canal Winchester, and the Planning and Zoning Commission has recommended that the rezoning, the preliminary plan, and the development text not be approved by City Council; and

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

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

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

That approximately 11.954 acres, located at the southeast corner of the intersection of Hayes Road and Lithopolis Road and being a part of PID 184-002994, owned by The Dwight A. Imler Revocable Living Trust, as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Exceptional Use (EU) to Planned Residential District (PRD).

Section 2. That the preliminary development plan and development text of the proposed Middletown Farms as depicted in Exhibit B, attached hereto and made a part of hereof, be and hereby is accepted and approved.

Section 3. That all other provisions of Part 11 of the Codified Ordinances and accompanying zoning map shall remain in full force and effect.

Section 4. 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.

Finance Director/Clerk of Council

11.954 ACRES

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, in Section 1, Township 10, Range 21, Congress Lands, being part of that 70.797 acre tract of land conveyed to The Dwight A. Imler Revocable Living Trust by deed of record in Instrument Number 201607050085266, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and more particularly bounded and described as follows:

BEGINNING at the centerline intersection of Hayes Road and Lithopolis Road;

Thence South 53° 02' 57" East, with the centerline of said Lithopolis Road, a distance of 406.78 feet to the northwesterly corner of that 8.000 acre tract conveyed to Roger E. Sisler II by deed of record in Instrument Number 201604150045988;

Thence South 36° 43' 38" West, with the westerly line of said 8.000 acre tract, a distance of 721.31 feet to a point;

Thence North 53° 02' 48" West, crossing said 70.797 acre tract, a distance of 666.89 feet to a point in the easterly line of that 5.001 acre tract conveyed as Parcel III to The Dwight A. Imler Revocable Living Trust by deed of record in Instrument Number 201607050085266;

Thence North 00° 27' 50" East, with said easterly line, a distance of 419.95 feet to a point in the centerline of said Hayes Road;

Thence North 89° 50' 16" East, with said centerline, a distance of 635.80 feet to the POINT OF BEGINNING, containing 11.954 acres of land, more or less;

This description is to be used for zoning purposes only, not for transfer.

EVANS, MECHWART, HAMBLETON & TILTON, INC.



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

ZONING EXHIBIT

SECTION 1, TOWNSHIP 10, RANGE 21

CONGRESS LANDS

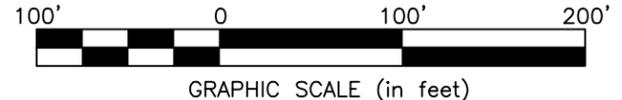
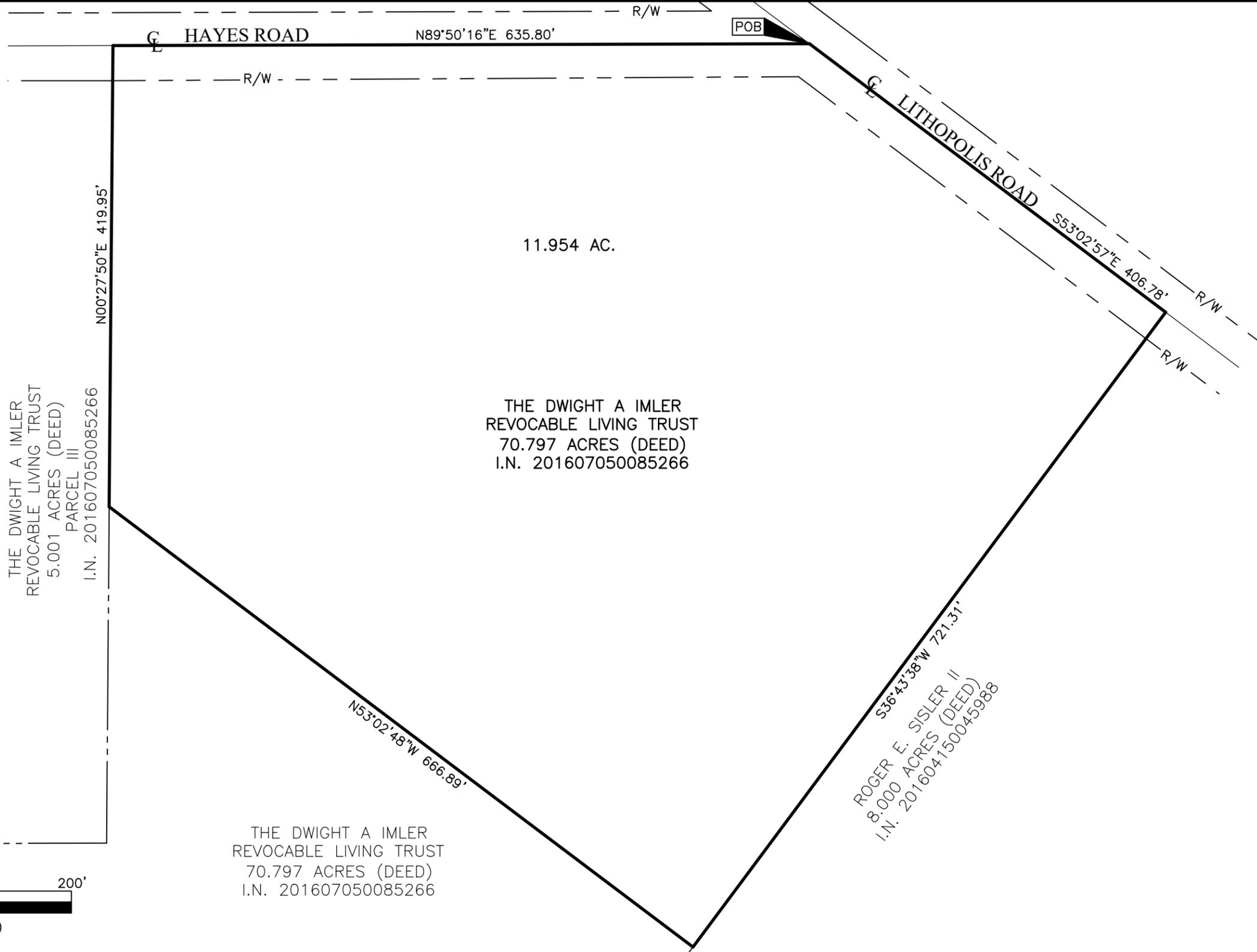
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

Date: November 16, 2017

Scale: 1" = 100'

Job No: 2017-1159

J:\20171159\DWG\04SHEETS\EXHIBITS\20171159-VS-ZONE-01.DWG plotted by KIRK, MATTHEW on 11/17/2017 10:13:21 AM last saved by MKR on 11/17/2017 10:13:04 AM



GRAPHIC SCALE (in feet)

Middletown Farms

Preliminary Development Plan

Hayes and Oregon Roads

Canal Winchester, Ohio

January 22, 2018

Revised: April 23, 2018

Due to the size of this exhibit, only page one has been included in this packet. To view the entire exhibit, please click [here](#).





To: Amanda Jackson, CMC, Clerk of Council
From: Andrew Moore, Planning and Zoning Administrator
Date: October 9, 2018
RE: Application ZM-17-007 & PDP-17-003

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held **October 8, 2018**

Motion by Konold, seconded by Wildenthaler, to recommend to council approval of Zoning Map Amendment ZM-17-007; to consider a Zoning Map Amendment from EU to PRD; for 11.954 acres located along at PID: 184-002994 (Located along the corner of Hayes Road and Lithopolis Road). Westport Homes applicant Jack Mautino, Owner Dwight A. Imler Revocable Living Trust.

Voting yes: Mark Caulk; Mike Vasko; Bill Christensen; June Konold; Joe Donahue; Joe Wildenthaler. **Motion Carried with Conditions. 6-0**

Conditions of Approval:

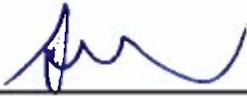
- 1. The development text is modified to comply with Chapter 1130.09 with a maximum lot coverage of 30%.**
- 2. The development text is modified to comply with Chapter 1130.07(a) for any front loaded garage to be setback a minimum four (4) feet behind the front line of the livable area of the home.**

Motion by Vasko, seconded by Wildenthaler, to recommend to council approval of Preliminary Development Plan PDP-17-003; to consider a Preliminary Development Plan for Middletown Farms Planned Residential District; for 79.488 acres located along Hayes Road and Oregon Road (PID 184-002994, 184-003001, & 184-002998). Westport Homes applicant Jack Mautino, Owner Dwight A. Imler Revocable Living Trust.

Voting yes: Mark Caulk; Mike Vasko; Bill Christensen; June Konold; Joe Donahue; Joe Wildenthaler. **Motion Carried with Conditions. 6-0**

Conditions of Approval:

- 1. The development text is modified to comply with Chapter 1130.09 with a maximum lot coverage of 30%.**
- 2. The development text is modified to comply with Chapter 1130.07(a) for any front loaded garage to be setback a minimum four (4) feet behind the front line of the livable area of the home.**



Andrew Moore
Planning and Zoning Administrator

**MIDDLETOWN FARMS PRD DEVELOPMENT TEXT
(IMLER TRACT)
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO**

Updated for February 4, 2019 Meeting

I. General:

Applicant: Westport Homes
507 Executive Campus Drive, Ste. 100
Westerville, OH 43081
(614) 891-8545

Property Owner: The Dwight A. Imler Revocable Living Trust
20526 River Road
Circleville, OH 43113

Property: 7847 Lithopolis Road, Canal Winchester, OH 43110
Approximate Site Total: 79.5+/- acres

Tax Parcel Number(s): 184-002998-00
184-003001-00
184-002994-00

Project Developer: Westport Homes
507 Executive Campus Drive, Ste. 100
Westerville, OH 43081
(614) 891-8545
Contact: Terry Andrews
Email: TerryA@westport-home.com

Engineer/Planner: EMH&T
5500 New Albany Road
Columbus, OH 43054
(614) 775-4500
Jeff Strung, PLA

Proposed Application: Planned Residential District (PRD) for single family homes

Existing Zoning: Exceptional Use and PRD

II. Project Narrative:

The project site consists of approximately 79.5+/- acres located south of Hayes Road and west of Oregon Road. -It is currently zoned Planned Residential District (PRD) and Exceptional Use District (EU). The site is currently comprised of vacant/farm land.

Currently located around the proposed development to the:

- North of the property is single family homes and a golf course across Lithopolis Road
- South of the property is farm land.
- East of the property is Oregon Road and vacant/farm land.
- West of the property is farm land/residence.

The applicant is requesting to rezone the property from Exceptional Use (EU), +/-11.954 acres, and the existing Planned Residential District, +/- 67.546 acres, to one uniform Planned Residential District (PRD). The proposed development will consist of 162 traditional single family homes. More moderate lot sizes proposed in Middletown Farms (75', 80' and 85' wide lots) are favored in today's market, offer less maintenance time and cost for homeowners and produce more common open space. Westport's commitment to higher architectural and material quality standards -insure higher price points than average city housing values and help protect and enhance such values. (Price points are expected to range from \$350,000 to \$4250,000.)

III. Permitted and Prohibited Uses:

A. Dwelling Units and Related Uses

1. Traditional single-family homes owned in fee-simple and all related appurtenances, such as attached garages, porches, patios, entry features, storm water systems, ponds, open space, a playground as depicted in development plan exhibits, street and utilities structures typically associated with such housing shall be permitted in this PRD. Home occupations in accordance with Chapter 1187 shall be permitted in this PRD.

B. Ancillary Structures and Uses

1. No improvements or structures of a temporary character, shed, trailer, shack, garage, barn, or other temporary outbuilding shall be used or erected on any Lot after the permanent residence on each Lot has been completed.- Temporary structures to support development and/or construction activity shall be allowed as permitted under city code. Outdoor storage of inoperable, unlicensed, or unused motor vehicles for more

than seven (7) days shall be prohibited.- No boats, no motor homes, no equipment and no trailer unrelated to the initial development or home construction shall be parked in front of any parcel in this PRD for more than twenty-four (24) hours.- No motor home, mobile home or camper may be occupied by a guest of the resident owner for more than seven (7) days. Unless specifically authorized by this PRD ~~I~~text or the development standards provided herein, or city code and procedures, other uses shall be prohibited.

C. Conditional Uses

Those permitted under 1157.03 of the city code – Conditional Uses shall be approvable under this PRD as provided by city code and code procedures.

D. Parking

1. All lots shall provide a minimum of two (2) off-street parking spaces in front of the garage, exclusive of garages. No parking spaces, streets, or driveways nor any other part of the common areas nor any lot upon which a dwelling unit is constructed shall be used for parking of any trailer, truck, boat, or anything other than operative automobiles, motorcycles, or scooters, except while loading, unloading, or cleaning which shall not exceed forty-eight (48) hours. Any of such vehicles may, however, be stored or parked in an enclosed garage.

2. All dwelling units shall contain a two (2) car garage as a minimum requirement; carports shall not be permitted.

E. Other Prohibited Uses

1. No above-ground pools shall be permitted erected, placed, or remain on any lot.

2. Fences are limited to no more than 48 inches in height from the finished grade and restricted by style to; a) wrought iron or high quality aluminum in a wrought iron style; b) three-rail split rail made of wood. Dark coated mesh (not chicken wire) may be installed on the inside of the permitted split rail fence for safety and security function.

IV. Utilities/Public Services:

A. All utilities shall be underground, whenever possible, except for telephone and cable pedestals and electric transformers.

___1. Waterline: There is an existing twelve (12) inch water main located on the north side of Lithopolis Road approximately 530 feet west of the intersection of Lithopolis and Hayes Roads. It will be extended east to service the site.

___2. Sanitary: The development will connect to the existing lift station located west of the site north of Lithopolis Road with a twenty-four (24) inch gravity sewer. The tentative alignment of the sewer is along the south side of Lithopolis Road.

___3. Drainage: The northern portion of the development drains south to the existing drainage swale in the middle of the property and the south portion drains north to the same drainage swale. The northern portion of the site anticipates three (3) retention basins located along the drainage swale and Lithopolis Road and the southern portion of the development also incorporates two (2) retention basins located along the south side of drainage swale.

V. Traffic:

Traffic improvements are subject to the traffic study dated July 19, 2018, which was submitted to the City, as well as modifications/amendments to the original traffic study based on an updated traffic Memorandum of Understandings (MOUs) dated April 11, 2018 and June 14, 2018 and submitted to the City. Both the original traffic study, the updated traffic study and the updated MOU are subject to City review and approval.

VI. Residential Development Standards:

The following are the development standards for the subdivision, provided, however, in the event a standard, provision or requirement is not specified in this ~~I~~text or the attached plans, the standards, provisions and requirements set forth in the City of Canal Winchester Planning and Zoning Code shall apply.

A. General Standards

Site Acreage:	79.5+/- Ac.
Net Area	63.8+/- Ac. (Excluding R/W)
Net Developable Area	50.84+/- Ac.(Excluding R/W and Required Open Space)
Number of Lots:	162
Open Space Percentage:	22.4+/- Ac, 35.1% (Based on net area) (Code is 20% or 12.76+/- acres open space)
Gross Density	2.0 Lots / Ac
Net Developable Density:	3.2 Lots/Ac (Based on net developable area)

B. Building, Setback and Height Restrictions

1. Subarea 1 – Traditional Detached Single Family Homes

Number of Lots:	119
Typical Lot Areas:	9,375 sf, 10,000 sf and 10,625 sf
Minimum Front Yard Setback:	varied at 25 ft. and 30 ft. to mix streetscape
Minimum Side Yard Setback:	8ft x 12 ft. or 10ft x 10ft (20 ft. total in all cases)
Minimum Rear Yard Setback:	30 ft.
Typical Lot Frontage	
at Setback:	75 ft, 80 ft and 85 ft
at R/W:	variable based on lot shapes
Maximum Building Height:	35 ft.
Maximum Lot Coverage:	30%
Single-story/ranch	1,650 sf
Two-story	2,100 sf
Split-level/multi-level	2,100 sf

2. Subarea 2 – Traditional Detached Single-Family Homes

Number of Lots:	43
Typical Lot Areas:	9,375 sf, 10,000 sf and 10,625 sf
Minimum Front Yard Setback:	varied at 25 ft. and 30 ft. to mix streetscape
Minimum Side Yard Setback:	8ft x 12 ft. or 10ft x 10ft (20 ft. total in all cases)
Minimum Rear Yard Setback:	30 ft.
Typical Lot Frontage	
at Setback:	75 ft, 80 ft and 85 ft
at R/W:	variable based on lot shapes
Maximum Building Height:	35 ft.
Maximum Lot Coverage:	30%
Single-story/ranch	1,650 sf
Two-story	2,100 sf
Split-level/multi-level	2,100 sf

C. Architectural and Design Standards

1. The community shall comply with the following: Landscaping § 1130.10, Parks § 1130.12, Residential Design Requirements, Architectural Diversity § 1198.04(a)(1)(A)(B)(i)-(ii) ~~Residential Design Requirements, Architectural Diversity, Foundations § 1198.04(a)(6).~~ ~~Foundation. The homes shall comply~~

~~with the intent and purpose of Section 1130.01 Diversity, and PRD standards for front facades under code Section 1173.03(b)(4) as follows: As the same home can be constructed and altered with multiple different elevations, the following diversity standard shall be met—The same house **elevation/facades** shall not be directly across the street and a minimum 2-lot separation shall be required between the same house **elevation/facade** on the same side of the street or diagonal from each other.~~

2. Four-sided architecture. All sides of a house shall display a high level of quality and architectural interest. The majority of a building's architectural features and treatments shall not be restricted to a single façade. Blank facades are not permitted for any detached garages or accessory structures.

For the purposes of four-sided architecture, houses on corner and through lots have more than one street-facing elevation. Each elevation will contain at least two (2) design elements, and each street-facing elevation and rear elevation will contain at least three (3) design elements, in any combination, provided that: 1) at least one design element must be presented in each equal one-half vertical division of the subject elevation; 2) at least one design element shall occur from the first floor level to nine feet above the first floor level; and 3) If there is any upper wall area greater than 24 feet wide and nine feet high (measured at nine feet above the first floor level), at least one design element must be located predominately at least nine feet above the first floor of that elevation. Acceptable design elements shall include those set forth in Canal Winchester Code Section 1198.04(a)(7)(A).

32. Each home shall have a driveway that consists of concrete or brick pavers. All driveway aprons shall be concrete. —The maximum driveway at the right of way line shall be sixteen (16) feet wide, not including the approach.

~~43. Each home shall include four-sided architecture design elements as permitted in Chapter 1130.05. In addition,~~ Middletown Farms shall comply with the following architectural commitments:

- a. In both subareas, each home shall have cementitious board siding, or other natural materials on all front elevations, ~~the majority of which shall match the profile of the siding on other elevations of the home.~~ If stone, faced stone, stucco stone or brick are used on the front of the homes, it shall be used as an accent material and limited to no more than 20% of the area of all front elevations.
- b. All homes will include a covered porch of at least one hundred square feet (100 sf.), with a minimum depth of five feet (5 f.) .-

- c. Garage doors on all front elevations will be of a premium architectural style to compliment the architecture of the home. (ie: craftsman, farmhouse, or carriage house styles). No flat panel or plain panel garage doors or garage doors without architectural features will be permitted.
- d. On all garages, a light fixture shall be placed at each side of the garage door in the top one-third of the vertical structure.
- e. Front loaded garage doors shall be flush or behind the front porch or the most forward-facing architectural element of the home.
- f. Garage doors must be of low contrast color that is the same or similar in hue and tonal value as the primary color of the house. Garage door trim shall match garage doors, or the primary trim color of the home.
- e.g. There will be a mix of front loaded and side loaded garages with a minimum of 20% of the garages side loaded and no more than 25% of the garages side loaded. For side loaded garages on corner lots, the garage may be oriented towards any street classification within the community but not external streets. Front load garage doors shall be flush or behind porches or the most front facing architectural element of the home. Such architectural elements shall include but may not be limited to roof projections, porches with roofs or other appropriate architectural projections.

54. Utility meters may not be located on the front of any lot but shall be located on the side or rear of the structure.

65. Exterior finish materials:

a. Stone, stucco stone, brick veneer, stucco, ~~cementitious siding, vinyl siding of at least .44 mills and fiber cement lap siding (i.e. Hardie Plank siding).~~ Vinyl siding shall not be permitted.

b. Metal and vinyl soffit material

c. Metal gutters and downspouts

d. Metal flashing and accents

e. Natural wood, ~~cementitious~~, wood composite and ~~vinyl trim material~~ fiber cement trim material

a. ~~Thirty-year dimensional shingles~~

f.

—Exterior Colors:

- White, buff, beige, earth tones, grays, light blues, light greens, light yellows that are non-high chroma colors.
- Accent colors for doors and shutters are: black, blue, green, red, burnt red, or they can match the trim of the house.

g.

76. The main roof pitch of the two-story and split-level homes shall be 6/12. Single-story ~~units~~ homes shall have a 5/12 pitch for the main roof. -Roofs may be of natural or synthetic slate, fiberglass asphalt dimensional shingles. -Roof pitches shall be appropriate to the architecture of the house. Secondary roof features shall have a minimum pitch of 4/12. Trim located on eaves and overhangs shall be a minimum of eight inches (8") on all elevations.

87. Each Dwelling Unit shall have an attached garage which can accommodate not less than two (2) cars. All homes shall have a minimum of four (4) parking spaces on each lot, which includes two (2) enclosed by the garage and two (2) spaces in front of the garage located between the garage and the street.

a) 9. Chimneys. Cantilevered and shed style chimneys are permitted, provided they are placed on the rear elevation of the home, and wrapped in cementitious siding material(s).

D. Pedestrian Requirements

1. A minimum three (3) foot wide concrete sidewalk shall be constructed from the driveway of the house to the front door/stoop of each house/lot.
2. A four (4) foot wide concrete sidewalk(s) shall be installed along two sides of the streets, with curb ramps at all corners as required by code.
3. The development has an eight (8) foot wide asphalt path along the south side of Hayes Road and Lithopolis Road frontage and on the west side of the Oregon Road frontage. There will also be a six (6) foot wide compacted limestone path that will connect the open spaces in the northern portion of the development to the southern portion as depicted in site plan exhibits.

E. Residential HOA Responsibilities

1. Homeowners Association: All residential property owners located within Middletown Farms will be required to join and maintain membership in a forced

and funded homeowners association (the “Association”), which will be formed prior to any lots being sold.

2. Reserve areas and landscaping of those reserve areas are to be maintained by the Association.

F. Landscaping and/or Screening Commitments

The development shall comply with all landscape regulations set forth in ~~§ Chapter~~ 1191 and § 1130.10 of the Code, and the landscape plan with required screening as incorporated herein, except as noted ~~hereinbelow~~.

Evergreen trees shall be measured by height under this PRD ~~Text~~ as such measurement is generally accepted. A minimum evergreen tree of five (5) feet in height shall be the standard for replacement under this PRD. The code standard that earthen mounds require no more than 50% of the mound to be turf is also modified/eliminated in this PRD ~~Text~~ as turf is an acceptable and effective manner to stabilize mounds.

Westport shall meet the standard for tree replacement under section 1191.06 (e), with two (2) inch caliper trees replacing any impacted tree over four (4) inches in caliper, for the limited number of trees being disturbed on site.

The final quantity of trees to be removed and replaced shall be determined during final development plan review in coordination with city staff. Please see Landscape Plans for preliminary tree removal and replacement quantities and locations.

G. Street Trees

Chapter 1191.07-(k), pertaining to the City’s Street Tree Fund shall be complied with.

H. Parks

Chapter 1130.12

The applicant will construct a tot lot to be located on the southern portion of the development within the open space as depicted on the exhibits. The tot lot will be connected by a six (6) foot wide compacted limestone path that will extend across the drainage swale to the northern portion of the development. The open space is intended to be passive in nature and there will be several benches located along the path.

VII. Additional Regulations

A. Signs

1. No permanent sign shall be permitted on any lot or building in the Subdivision. All signage shall meet Code standards.

One (1) post and arm mounted sign shall be located at the eastern entrance of Hayes Road and one (1) post and arm mounted sign shall be located at the northern entrance on Oregon Road within this PRD as depicted in exhibits.

B. Fencing

1. All fencing shall meet Code standards. Three (3) rail fencing shall be installed along the entire frontage of Hayes, Lithopolis and Oregon Roads as a part of the proposed landscaping/streetscape. See specific fence uses and prohibitions for individual lots in the Permitted/Prohibited Uses section above.

C. Lighting

1. Street lighting shall comply with the Code standards.
2. Landscape lighting for Dwelling Units shall be low-voltage. Outdoor lighting fixtures for safety, security and ingress and egress purposes and shall be fixtures with the light source shielded to eliminate off-lot light spillage (cut off fixtures only).

VIII. PRD Comparisons/Modifications from Base Code Standards

The Planned Residential District section of the city code, Section 1173.01, Purpose and Intent, encourages flexibility, and invites innovation and imagination in both housing design and sensitivity to the natural environment. Regarding the Residential Appearance Standards, Chapter 1198 of the Zoning Code, such standards shall apply to this PRD, unless this Text defines a different standard herein, in which case this Text shall govern. Where this Text is silent as to a particular standard, Chapter 1198 standards shall apply. ~~Planned districts are by their nature considered alternatives to straight zoning codes as the standards under such straight zones are typically fixed, rigid and less likely to accommodate market demands, creativity in site design and changes in housing preferences over time. No code section written a decade early or greater can anticipate today's housing market, economic challenges and buyer preferences.~~ The requested modifications and comparisons to ~~straight~~ code standards are presented here with the purpose and intent of planned districts in mind. Planned districts are by their nature considered alternatives to straight zoning codes as the standards under such straight zones are typically fixed, rigid and less likely to accommodate market demands, creativity in site design and changes in housing preferences over time.— By allowing a mixture of homes styles, sizes and lot

configurations, today's market demands are met and more open space and less density than code requirements and greater protection natural areas result.

There is growing recognition in today's market that housing value does not result simply from large square footages or large lot sizes. Architectural quality, modern design approaches and interior finishes define the value proposition. There is more clarity from both homeowners and local governments that larger lot and yard sizes are ~~more~~ costly and time intensive to maintain. Large lots create more pavement and sidewalk lengths, greater utility runs and use up land faster than more efficient development patterns. Many of the modifications identified in this PRD, including lot coverages, setback changes, and garage configurations related to the need to modify lot and yard standards written under pre-recession conditions. The "mega-lots" of the past are simply not favored by many home buyers and are an economic challenge to maintain over time, for both municipalities and homeowners. Westport's commitment to architectural standards, and the diversity standard set forth in Canal Code Section 1198(a)(1) and a more efficient development pattern combine to produce a community that is organized around natural features, less dense and provides more open space than code standards. A more valuable community is the result.

Comparisons to Base Code:

1. The applicant proposes modification from Chapter 1130.09 and 1130.11 for lot sizes, square setbacks, and square footage ~~minimums~~ as minimums as follows:
 - a. Subareas 1 and 2 – Traditional Detached Single Family Homes
 - Minimum Lot Area from 14,400 sf to 9,375 sf
 - Minimum Front Yard Setback varied ~~between 25~~ between 25 ft. and 30 ft.
 - Minimum Side Yard Setback from 10 ft. per side 8 ft. x 12 ft. in some cases to accommodate side load garages but in no case falling below 20 ft. total.
 - Minimum Lot Frontage at Setback from 90 ft. to typically 75, 80 and 85 ft., with some variation for "pie-shaped" lots. (see Development Plan details)
 - Typical Lot Frontage at R/W from 50 ft. to 40 ft.

~~Comparisons to Code Section 1130.09 and 1130.11 and Rationale~~

Development Standards – Subareas 1 and 2- Traditional Single Family Homes

1. Minimum Lot Area – 9,375 sf proposed modified to 14,400 sf under R-3 zoning requirements.

Rationale – Buyer preferences have shifted away from overly large lots and the time and expense of routine work to maintain them. The most precious commodity of most busy families and new home buyers is time, and yard maintenance is not their most preferred activity. 9,375, 10,000 and 10,625 square feet equates to lot sizes that are approximately 75', 80' and 85' x 125' for most lots. This is a common and adequate lot size by today's single family home standards and appropriate based on market conditions that are driving demand for more moderate lot sizes. Such lot sizes save perimeter and common open ~~space, and~~space and provide greater flexibility in land planning to protect existing natural areas. By contrast the code's standard R-3 lot equates to lot size that is 120'x120', which creates ~~a very~~ inefficient land use pattern, puts pressure on open space, and raises infrastructure and utility construction, service and maintenance costs, especially over time when more of the infrastructure is dedicated. With more moderate and more compact lot sizes, the Westport plan will produce 35.1% net open space vs. the code minimum of 20% and will create buffering between natural areas to be protected and developed areas. This benefits the livability of the site for residents and the community. It is also noteworthy that Westport's plan and approach to moderate lot sizes achieves a community density of 3.2 net developable acres that is lower than the maximum net developable density requirements of the code of less than 4.0 du/ac. Westport's ~~projected~~homeprojected home values range between \$350,000 to \$4250,000 in Middletown Farms. This compares favorably with average sales ~~of 145~~of 145 four bedroom homes documented over a recent 12 month period in Canal Winchester City only at an average closing price of \$233,000. This supports the point that home value is a function of more than just lot size.

2. Minimum Front Yard Setback – varied from 25 ft. to 30 ft.

Rationale – The staggering of lots provides a mixed streetscape with greater aesthetic appeal.

3. Minimum Side Yard Setback – 8 ft. x 12 ft. (but no less than 20 ft. total in all cases) proposed compared to 10 ft. x 10 ft. only under R-3 zoning standards.

Rationale – Flexibility to accommodate side-load garages.

4. Typical Lot Frontage at Setback/Right of Way – 75,80 and 85 ft./40 ft. compared to 90 ft./50 ft.

Rationale – This modification allows more market-preferred reasonable lot sizes and the use of “wedge” or “pie-shaped” lots which allow more flexibility in land planning to accommodate street patterns and lot lay-outs to reflect the contour and pattern of natural areas and open space on the property. Allowing more moderate minimum lot frontages is also supported by the same reasoning as outlined under the minimum lot area modification request.

5. Four-Sided Architecture: The Applicant is proposing compliance with a standard under this Text that is similar and meets the intent of Code § 1198.04(a)(7)(A).

Rationale: The standard set forth in 1198.04(a)(7)(A) requires that each side elevation contain at least two design elements *per floor* and each elevation facing a street or rear must contain at least three design elements *per floor*. Mandating elevations on a per floor basis effectively requires that each side elevation contain a minimum of four total design elements, and front and rear elevation a minimum of six total design elements. The Applicant is proposing that side elevations will contain at least two design elements, and front and rear elevations will contain at least three design elements, but rather than per floor, at least one design element must be in each equal one-half vertical division of the subject elevation and only one design element needs to be present on the first floor with modifications. However, no blank wall space greater than 9 X 24 shall be allowed. Compliance with this standard will mitigate the concern of large, blank areas of exterior walls, but will give buyers and builders greater discretion in where to place architectural design elements. The upgrading of all homes to four sided fiber cement siding also matches this standard.

6. Chimneys. The Applicant is requesting that cantilevered and shed style chimneys be permitted on the rear of the home.

Rationale: With the addition of full natural siding, all chimneys will be wrapped with such materials, mitigating concerns about the appearance of chimneys and rear of homes generally not visible.

7. Front Porches. The Applicant is agreeing to provide front porches that are a minimum of 100 square feet, with a minimum depth of five feet.

8. Roof Pitch. The Applicant will comply with the proposed standard of 6/12 pitch for main roof for two- and split-level homes and 5/12 for single story homes. The Applicant will comply with the 4/12 pitch for secondary roofs. All eaves and overhangs

shall be eight inches (8") on all sides, complying with the Code and adding architectural interest.

Other Comparisons to Base Code Chapter 1130-1198 Standards:

1. Garages (setbacks). Section ~~1130.07 (a)~~1198.04(a)(8)(A) ~~standards~~ requires that front loaded garages be located a minimum four (4) feet behind the front line of the livable area of the home. This standard is modified under this ~~PRD-T~~ text so that front load garage doors shall be located flush or behind the most front facing architectural element of the home, including porches. Such architectural elements shall include roof projections, porches or other appropriate architectural projections.

Rationale: Entry to the home from the garage has replaced the front door as the primary access to many new homes. Thus, transitional spaces between the garage and the balance of the home are critically important in the market and represent a more updated home design compared to homes from a decade ago.- Such transition areas include "mud rooms", laundry, storage, closet spaces, or other utility areas. Some reasonable garage projection is necessary to accommodate this more updated and desirable interior design and livability element offering to city residents. The developer has mitigated the base code standard by requiring that all homes in the community include architectural garage doors that are integrated with the overall design of the home, and mandating that colors used on garage doors match the color of the home. The developer has also committed to full natural and cementitious siding for all homes, to ensure the quality and value of the homes in the proposed development. In addition, covered porches of at least 100 square feet are required for each home, with a minimum of five (5) feet depth, so that the porch space is usable. The porch requirement appropriately projects the house elevation with a roof line and provides architectural definition and mass beyond the living space of the homes. ~~Along with the fact that Westport has provided architectural garage doors on all homes, such M~~market driven needs and architectural treatment of the front elevations should be considered when evaluating the impact of the garage on the streetscape. The overall value of four sided architecture and adding porches and the use of premium siding on all four sides is a significant design commitment that justifies modification of the new garage location standard.

2. Garages (side loads). ~~Modification Section from~~ ~~1130.07 (b)~~1198.04(a)(8)(A) ~~requires that a~~ ~~for clarity.~~ Two car garage doors in the proposed development shall not exceed 50~~45~~% of the house width frontage, and where more than a standard two car front loaded garage is provided, the additional garage bay(s) shall be offset from and architecturally designed to appear separate and distinct from the two car garage and the garage doors shall not exceed fifty percent (50%) of the house width. Westport will

~~comply with this standard, but is requesting a modification from Westport shall meet this code standard. However, where three garage doors are chosen by the buyer, the overall garage door width may be up to 60% of the overall width of the home elevation. In such cases where three garage doors are chosen, the door/bays shall be offset or recessed from one another and upgraded with architectural detail to integrate and match the architecture of the home, so the garage doors/bays are treated as an additional design element. Rationale: Although Westport interprets the code to mean garages with more than two doors may exceed the 50% width standard, the code standard is modified under this PRD text to make it clear that with three garage doors, the code standard of 50% garage width to house width ratio may be exceeded based on the value of three car garages. Westport has mitigated the impact of this modification by requiring that all homes include architectural garage doors that are integrated with the overall design of the home. The commitment to architectural garage doors that appears in the text is consolidated here as follows:~~

~~a. All garage doors on all front elevations in the community shall be of a premium architectural style to compliment the architecture of the home. (ie: craftsman, farmhouse or carriage house style elements required). All front facing garage doors shall integrate the door as a design element with the balance of the home design. Architectural garage door elements shall include but may not be limited to board and batten elements, aesthetic hinges and/or other hardware or other similar design elements consistent with or complementary to the home design, as offered by the builder and chosen by customers.~~

~~b. No flat panel or plain panel garage doors or garage doors without architectural features will be permitted.~~

~~c. On all garages, light fixtures shall be placed at each side of the garage door in the top one-third of the vertical structure.~~

1198.04(a)(8)(A) regarding the amount of side loaded garages. The Applicant is agreeing to provide a minimum of twenty percent (20%) side load garages, and a maximum of twenty-five percent (25%) side load garages. This is requested to vary the streetscapes and front elevations and to ensure that the entire development is not exempt from the requirement regarding the set back of the front elevation.

Developer Commitments on Utilities, Roadway Improvements and Other Adjustments and/or Contributions: The following commitments were made based on meetings between the City Administration and the Developer after the Planning Commission recommendation and are subject to finalization prior to Final Development Plan approval.

1. Extend water lines to serve the proposed development per the exhibit dated 11/2/2018, and the proposed utility plan (Exhibit F-1)

EMHT to produce exhibits for City verification and approval showing water line alignment as agreed in 11/29 meeting.

2. Extend the sanitary sewer lines to serve the proposed development per the attached exhibit dated 11/2/2018, and the proposed utility plan (Exhibit F-1)

EMHT to produce exhibits for City verification and approval showing sanitary line alignment as agreed in 11/29 meeting. City to acknowledge sanitary sewer depth at Lithopolis Road install by third party will accommodate Middletown Farms Development as approved and future City expansion to the West. Any required oversizing, if necessary, shall be reimbursed under standard City reimbursement policy.

3. Move the southern roadway intersection on Oregon Road north to provide adequate sight distance or conduct a speed study to determine if adequate sight distance exists.

Developer to provide updated intersection placement for City verification and approval.

4. The developer will be responsible for donating 30 feet of additional right of way from the centerline of Oregon Road for the entire frontage of the property.

Agreed as shown on plans.

5. The developer will be responsible for 75% of the total costs (including but not limited to: design, engineering, construction, and any utility relocation) of widening Oregon Road to allow for two 12 feet wide travel lines and a 2-foot shoulder on each side (total pavement width of 28 feet). The developer will be responsible for providing a sufficient form of guarantee to ensure the future widening prior to the final plat approval for Phase 1 of the development. The full amount will be due payable to the City of Canal Winchester prior to the final plat approval for any lots beyond Phase 1 that will be primarily accessed from Oregon Road.

Developer's response: Per 12/11 meeting with city administration and subject to Mayor's approval, developer to be responsible for 41.7% of the cost of improvements (as defined above and per EMHT estimate Oregon Road Improvements - Preliminary Opinion of Construction Cost Nov. 28. 2018) for both sides of Oregon Road based on traffic study allocation generated from the site to Oregon Road of 41.7%. (Estimate is cost of improvements @ \$704,000 x .417 = \$293,568, or \$2,467 per lot for 119 lots primarily accessing from Oregon Road.) Sufficient guarantee to ensure future widening is due at Phase 1 of development and full amount due and payable at the time of commencement of second phase of Middletown Farms development that accesses Oregon Road.

6. The developer will be responsible for donating 40 feet of additional right of way from the centerline of Hayes Road for the entire frontage of the property.

Agreed as shown on plans.

7. The developer will be responsible for donating 40 feet of additional right of way from the centerline of Lithopolis Road for the entire frontage of the property.

Agreed as shown on plans.

8. The developer is responsible for increased traffic volume on Hayes Road, Lithopolis Road, and their associated intersection. Due to the impacts of the proposed the development the developer will contribute \$1,500 per lot towards the costs of future improvements to these roadways. The fee will be due prior to the approval of the final plat for any lot which primarily accesses Hayes Road.

Developer to make \$1,500 contribution for each of 43 lots primarily accessing Hayes Road (\$64,500 total contribution) -when such lots are platted and recorded.

9. The developer will be required to complete the fee in-lieu of school dedication per Section 1153.21 with the required fee determined per Section 1153.21 (e).

Fees are due and payable per code.

10. The developer shall have no authority to change the order or size of the Phasing Plan shown as Sheet D-3 without prior approval of the Planning and Zoning Commission.

Developer requests some reasonable degree of flexibility to adjust phasing plans to meet market absorption and conditions as warranted with a revised Sheet D-3 to be submitted with Final Development Plan.

4836-0447-4482, v. 1

From: [Thomas L. Hart](#)
To: [Amanda Jackson](#)
Cc: [Lucas Haire](#); [Andrew Moore](#); [External - Gene Hollins](#)
Subject: [EXTERNAL] Requesting postponement of Westport - Imler Zoning case
Date: Friday, February 15, 2019 12:24:31 PM
Attachments: [image002.png](#)

Amanda:

The purpose of this email is to request postponement of cases ZM-17-007 and PDP-17-003 (Westport's – Middletown Farms, Imler property) for the next Council meeting this coming Tuesday. Westport leadership will be traveling overseas for business until late February and requests that the case be held on the table until their return and until additional home plans can be prepared as requested by Council.

Please let me know if other action on my part is needed to confirm this postponement. Thank you as always.

Tom Hart

Thomas L. Hart

Attorney at Law

Two Miranova Place, Ste. 700

Columbus, Ohio 43215-5098

t 614.340.7415 • f 614.365.9516

d 614.340.7415

thart@isaacwiles.com

www.isaacwiles.com

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[This message is from an EXTERNAL SOURCE. Use caution when opening links or attachments.]

ORDINANCE NO. 18-046

AN ORDINANCE TO AMEND PART 11 OF THE CODIFIED ORDINANCES AND THE ZONING MAP OF THE CITY OF CANAL WINCHESTER, REZONING AN APPROXIMATELY 69.237 ACRE TRACT OF EXCEPTIONAL USE (EU) TO LIMITED MANUFACTURING (LM), OWNED BY GENDER/THIRTY THREE, LOCATED ON THE NORTH SIDE OF WINCHESTER BOULEVARD (PID 184-000532 AND 184-000871)

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

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

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

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

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

That approximately 69.237 acres, located on the north side of Winchester Boulevard, PID 184-000532 and 184-000871, owned by Gender/Thirty Three, as fully set forth in the description attached hereto as Exhibit A and incorporated herein by reference, is rezoned from Exceptional Use (EU) to Limited Manufacturing (LM).

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

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

DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

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 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/Finance Director

ZONING DESCRIPTION

69.237 Acres

Situated in the State of Ohio, county of Franklin, City of Canal Winchester, Section 24, Township 11, Range 21, Congress Lands and being all of those tracts of land as conveyed to Gender/Thirty-three of Official Record 11357F13 and Official Record 1135F16, all deed references refer to the records of The Recorder's Office, Franklin County, Ohio and described as follows:

Beginning for reference at F.C.G.S. Monument 2270 reset located at the intersection of the northerly right-of-way line of Winchester Boulevard extended, also being the southerly line of said Section 24, with the centerline of Gender Road;

Thence, North 85°45'23" West with said northerly right-of-way line and said southerly section line a distance of 1231.68 feet to an iron pin set at the southwesterly corner of a 14.828 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 200412200286893, the northwesterly corner of that 2.119 acre tract as conveyed to the City of Canal Winchester Official Record 31057H09, and the northeasterly corner of that 0.629 tract as conveyed to the City of Canal Winchester of record in Instrument Number 201608180109326, at the **True Point of Beginning** for the description;

Thence, North 85°45'23" West continuing with said South section line, partly with northerly line of said 0.629 acre tract, partly with the northerly line of an original 3.924 acre tract as conveyed to Gender/Thirty-Three of record in Official Record 27286D07 and partly with the northerly line of that 11.280 acre tract of land as conveyed to Phele Investment of record in Instrument Number 201706150081040, a distance of 1493.31 feet to a 13/16" pipe with an EMH&T cap at the northwesterly corner of said 11.280 acre tract and the northeasterly corner of a 78.384 acre tract as conveyed to Baker Levin Farms, LLC of record in Instrument Number 200704240071166, the southeasterly corner of a 134.50 acre tract as conveyed to Baker Levin Farms LLC of record in Instrument Number 200704240071166, also being the southwesterly corner of Section 24 at its common corner with Sections 23, 25, and 26;

Thence, North 4°26'33" East with the easterly line of said 134.50 acre tract and the common line between Section 24 and 23 a distance of 1597.99 feet to a 13/16" pipe found with EMH&T cap at an angle point in said line;

Thence, North 4°20'59" East partly with the easterly line of said 134.50 acre tract and partly with the easterly line of a 20.1366 acre tract as conveyed to Dill's Realty LLC of record in Instrument Number 200111050255847, and the common line between sections 24 and 23 a distance of 866.30 feet to a ¾" pipe found no cap at a corner thereof in the southerly right-of-way line of State Route 33 as recorded in Deed Book 2390, page 592, Parcel 69LA;

Thence, South 61°24'34" East with said southerly limited access right-of-way line a distance of 1698.02 feet to a 5/8" rebar found with a Preferred Surveying Company cap at the northwesterly line of an 11.315 acre tract as conveyed to H.D. Development of Maryland Inc. of record in Instrument Number 200707020115156;

Thence, with the westerly line of said 11.315 acre tract the following courses:

South 26°50'00" West a distance of 217.80 feet to an iron pin set at a corner thereof;
North 85°06'32" West a distance of 135.03 feet to an iron pint set at a corner thereof;

Thence, South 4°55'08" West partly with said westerly line and partly with the westerly line of a 6.395 acre tract as conveyed to Winchester Square LLC of record in Instrument Number 201412150165939 a distance of 822.51 feet to an iron pin set at a corner thereof;

Thence, South 64°45'23" East partly with the westerly line of said 7.393 acre tract and partly with the westerly line of said 14.828 acre tract passing a 13/16" iron pipe found with the EMH&T cap at a distance of 162.39 feet a total distance of 345.56 feet to an iron pin set at a corner thereof;

Thence, South 4°14'37" West with the westerly line of said 14.828 acre tract a distance of 440.00 feet to the **True Point of Beginning** and containing 69.237 acres of land more or less, 51.032 acres being out of PID 184-000532 and 18.205 acres out of PID 184.000871. This description is for zoning purposes only.

ZONING DESCRIPTION

69.237 Acres

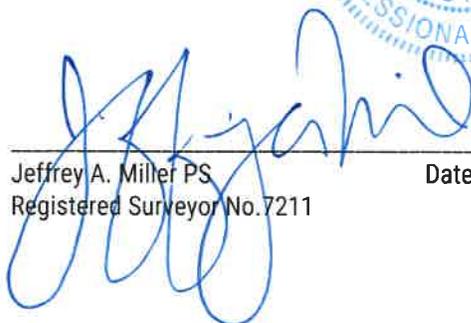
Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

All iron pins called as set are 5/8" x 30" rebar with yellow cap stamped "CESO".

The basis of bearing is based on a bearing of North 85°45'23" West for the southerly line of Section 24 as determined by GPS observation, based on NAD 83 (2011), Ohio State Plane South zone and post processed using and OPUS Solution.

CESO, Inc.



 9-12-18

Jeffrey A. Miller PS
Registered Surveyor No. 7211

Date 9/12/2018

From: [Lucas Haire](#)
To: [Amanda Jackson](#)
Subject: FW: Gender & Thirty Three Site
Date: Friday, February 15, 2019 9:13:19 AM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)

FYI

From: Swain, Douglas [mailto:Douglas.Swain@opus-group.com]
Sent: Wednesday, February 13, 2019 5:21 PM
To: Lucas Haire <lhaire@canalwinchesterohio.gov>
Cc: O'Connor, Kevan <Kevan.O'Connor@opus-group.com>
Subject: [EXTERNAL] Gender & Thirty Three Site

Good afternoon Lucas.

Opus would like to request a delay for the 3rd and final council meeting and reading for the rezoning of the Gender & Thirty-Three site. We would like to move this to the City Council meeting that is scheduled for March 18th.

Please confirm receipt.

Thank you.



Douglas Swain

Vice President, General Manager | Opus Development Company, L.L.C.
8801 River Crossing Boulevard, Suite 450 | Indianapolis, IN 46240
D: 317.816.5723 | C: 317.515.7420
Douglas.Swain@opus-group.com | www.opus-group.com



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ORDINANCE NO. 19-003

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROSECUTION OF CERTAIN CRIMINAL CASES AND CERTAIN CIVIL DIVISION CASES IN THE FRANKLIN COUNTY MUNICIPAL COURT FOR THE CALENDAR YEAR 2019 WITH THE CITY OF COLUMBUS ATTORNEY'S OFFICE

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

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

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the City of Columbus Attorney's Office to provide prosecution of certain criminal cases in the Franklin County Municipal Court for the period from January 1, 2019 through December 31, 2019 as detailed in the attached Exhibit A and included herein by reference.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

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

FINANCE DIRECTOR/CLERK OF COUNCIL



CONTRACT FOR LEGAL SERVICES

This contract is made this 7th day of January, 2019 by and between the City Attorney of Columbus, Ohio (hereinafter "City Attorney") and the City of Canal Winchester for the prosecution of certain cases in the Franklin County Municipal Court, Criminal Division, for the provision of victim advocacy services by the City Attorney's Prosecutor Division, Domestic Violence/Stalking Unit (hereinafter "DVSU"), and for the representation of the Bureau of Motor Vehicles (hereinafter "BMV") in certain cases before the Franklin County Municipal Court, Civil Division.

SCOPE OF SERVICES:

1. The City Attorney, by and through its personnel in the Prosecutor Division, shall represent the BMV in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code Sections 4510.17 and 4510.037, in which the legal representative of the City of Canal Winchester would otherwise have a duty to represent the BMV.
2. The City Attorney, by and through its personnel in the Intake Section of the Prosecution Resources Unit ("PRU") of the Prosecutor Division, shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio and/or the Ordinances of the City of Canal Winchester, alleged to have occurred within the jurisdictional limits of the City of Canal Winchester, Franklin County. When appropriate, as determined by PRU personnel, the PRU will assist such individuals in the preparation and filing of complaints charging such offenses, in the sending of warning letters, in the provision of mediation services, and/or in the referring of matters for civil protection orders or to other governmental and/or social services agencies.

CONTRACT TERM:

The term of this Contract shall commence on January 1, 2019, and shall conclude on December 31, 2019, subject to prior termination as hereinafter provided. This Contract may be renewed at the option of both parties before the end date of this Contract.

BILLING AND PAYMENT TERMS:

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

- This billing structure shall apply to:
 - Intake services provided on or after January 2, 2019;

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

TERMINATION:

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

APPLICABLE LAW:

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

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

CITY OF COLUMBUS, OHIO

By: Zach Klein
Zach Klein, City Attorney

CITY OF CANAL WINCHESTER, OHIO

By: _____

ORDINANCE NO. 19-004

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT A UTILITY EASEMENT TO SOUTH CENTRAL POWER COMPANY FOR EXISTING OVERHEAD ELECTRIC UTILITIES ON GROVEPORT RD., WEST OF GENDER RD

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide a utility easement to South Central Power Company for the purposes of providing electric utility services to properties along Groveport Rd.;

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

Section 1. That the Mayor be and hereby is, authorized to execute on behalf of the City of Canal Winchester an electric utility easement to South Central Power Company, as more fully described in the Electric Line – Right of Way Easement attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance 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

ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose address is 2780 Coonpath Rd NW Lancaster Ohio and to its successors and assigns, the right, privilege and easement to enter upon the lands and property of the undersigned, situated in the Township of: Mad, City of CW County of: Franklin State of Ohio, and more particularly described as follows:

Property Owners: City of Canal Winchester
Property Address: West of Gender Road and North of Groveport Road
Map/Location: 110-004-000 Work Order #: none
Containing: 1.40 acres, 5.927 acres and 3.102 acres more or less
Parcel No: 184-001313-00, 184-000864-00 and 184-0003284-00
Recorded In-Deed Vol: OR Volume Page: Initials: TRH
Vms No: Section: 25 Township No: 11 Range: 21

Easement width shall be 20 feet, 10 feet each side of South Central Power Company's existing electric lines and facilities located on the west side of Gender Road and the north side of Groveport Road.
The approximate location of said electric lines and easement area is depicted on the Exhibit "A" drawing attached hereto and incorporated herein.

The above tracts of land being the same as conveyed to the City of Canal Winchester recorded in Instrument Number 201707110094217, 201402130018810 and 201702280027792 in the Franklin County Recorder's Office.

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

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

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

Owner: City of Canal Winchester

BY: _____

Printed Name: _____

Title: _____

State of Ohio, County of:

BE IT REMEMBERED, that on this..... day of, 20 .
before me, the subscriber, a Notary Public in and for said County, personally came the above named
City of Canal Winchester

in the foregoing easement and acknowledged the signing of the same to be a / their
voluntary act and deed, for the uses and purposes therein mentioned.

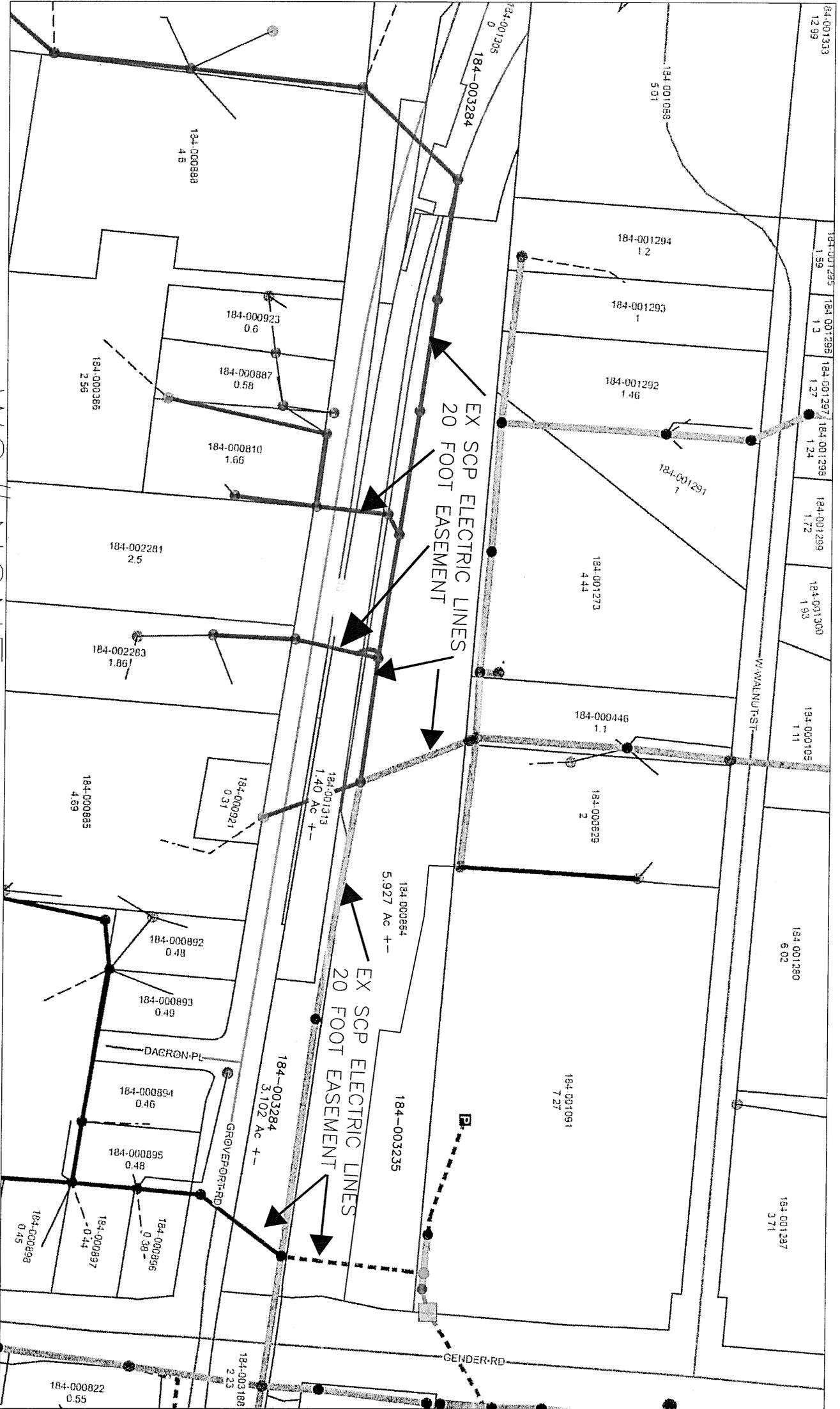
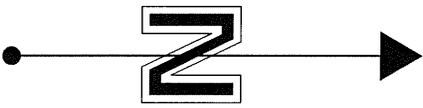
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

.....
Notary

Place notary stamp in box

This instrument prepared by: South Central Power Co., 2780 Coonpath Rd NW, Lancaster, OH
43130 Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

EXHIBIT "A"
NOT TO SCALE



WO# NONE

ORDINANCE NO. 19-005

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR INDIGENT DEFENSE REPRESENTATION IN THE FRANKLIN COUNTY MUNICIPAL COURT WITH THE FRANKLIN COUNTY PUBLIC DEFENDER ON BEHALF OF THE CITY OF CANAL WINCHESTER MAYORS COURT FOR THE CALENDAR YEAR 2019

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the Franklin County Public Defender for indigent defense representation in the Franklin County Municipal Court; and

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

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the Franklin County Public Defender to provide indigent defense representation in the Franklin County Municipal Court for the period from January 1, 2019 through December 31, 2019 as detailed in the attached Exhibit A and included herein by reference.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

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

FINANCE DIRECTOR/CLERK OF COUNCIL

FRANKLIN COUNTY PUBLIC DEFENDER

373 South High Street
(614) 645-8980

12th Floor
(614) 525-3194

Columbus, Ohio 43215
Fax (614) 461-6470

CONTRACT

This Agreement, beginning on January 1, 2019, by and between the Franklin County Public Defender Commission, pursuant to Ohio Rev. Code, section 120.14(E), and the City of Canal Winchester, for the defense of indigent defendants before the Franklin County Municipal Court; the parties agree as follows:

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

The City of Canal Winchester agrees to pay the sum of \$81.90 per case. Said sum due to be stated by invoice from the Franklin County Public Defender at quarterly intervals. Checks or warrants should be made payable to the Columbus City Treasurer - Public Defender Service.

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

The parties further agree that this Contract shall be in full force and effect from the date first written above through December 31, 2019, unless terminated earlier, as provided herein.

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

City of Canal Winchester

BY: _____
Mayor

Franklin County Public Defender Commission

BY: _____
Richard F. Swope
Chairman

Approved: _____

Timothy Young, Ohio Public Defender

ORDINANCE NO. 19-007

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR WATER LINE FROM SHRIMENGESHI, 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 water and sanitary sewer services to properties located along Diley Road;

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 water line, as more fully described in the Easement for Water Line attached hereto as Exhibit A and incorporated herein by reference

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

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

EASEMENT FOR WATER LINE

SHRIMANGESHI LLC, an Ohio limited liability company (hereinafter "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable considerations, paid by the CITY OF CANAL WINCHESTER, an Ohio municipal corporation (hereinafter "Grantee"), receipt of which is hereby acknowledged, does hereby, for itself, its heirs, successors and assigns, GRANT AND CONVEY to the CITY OF CANAL WINCHESTER, its successors and assigns forever, the right and easement to construct, install, operate, repair, replace, relocate, inspect and maintain water lines, together with all appurtenances incidental thereto and the right of ingress and egress at all reasonable times for the purposes aforesaid, on, over, through, under and across the property of the Grantor, as described with more particularity in the legal description and accompanying survey plat attached hereto as Exhibits A and A-1 and incorporated herein by reference.

To have and to hold said easements and rights-of-way, with all of the privileges and appurtenances thereto belonging, to said Grantee, its successors and assigns forever.

The easement granted hereby includes the right to trim and/or remove any trees or shrubbery which may hereafter interfere with the construction, reconstruction, operation and maintenance of said line, within the limits of the easement.

The Grantee, its successors and assigns, shall have the right of ingress and egress from the site occupied by said line and appurtenances, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. The Grantor shall have the right to use the easement for purposes not inconsistent with the Grantee's, and its successors and assigns, full enjoyment of the rights herein granted.

The consideration herein mentioned includes total compensation for grant of the easements and rights-of-way and for all damage caused by construction, installation,

operation, repair, replacement, relocation, inspection and maintenance within the easement, provided however, that the Grantee, its successors and assigns, shall restore all property, including fences, except buildings or other structures, within the permanent easement, to its original condition insofar as practicable, after entering upon said premises for any of the purposes herein set forth, including construction, repair, maintenance, replacement, relocation, operation, inspection and maintenance of all facilities and improvements of the Grantee, its successors and assigns, located within such easement and rights-of-way.

Grantor, for itself, its heirs, successors and assigns, covenants with the Grantee, its successors and assigns, that Grantor is lawfully seized of the premises and that Grantor will forever warrant and defend the same unto the Grantee, its successors and assigns, against all claims of all persons whomsoever.

The term "Grantor" shall include singular and plural, masculine and feminine, individuals, corporations, partnerships and associations, and the heirs, assigns, administrators, executors and successors of all of them.

IN WITNESS WHEREOF, the Grantor has hereunto caused Grantor's name to be subscribed this 7th day of December, 2017.

SHRIMANGESHI LLC

By: 
SHREE KULKARNI

Its: M G K

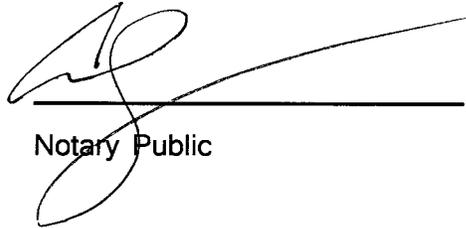
COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, personally appeared Shree Kulkarni, an authorized representative of SHRIMANGESHI LLC, who acknowledged the signing of the foregoing instrument to be his and its voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7th day of December, 2017.



Patrick Andrew Spoor, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.



Notary Public

This instrument prepared by:
Eugene L. Hollins, Esq.
Frost Brown Todd LLC
10 W. Broad Street, Ste. 2300
Columbus, Ohio 43215

Exhibit A

EASEMENT 0.431 ACRE

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester. Section 21, Township 5, Range 20, Congress Lands East of Scioto River and being on, over and across that 39.028 acre tract conveyed to Shrimangeshi, LLC by deed of record in Official Record 1447, Page 1914 (all references are to the records of the Recorder's Office, Fairfield County, Ohio) and being more particularly described as follows:

Beginning, for reference, at the intersection of the centerline of Howe Industrial Parkway and the centerline of Diley Road;

thence North $04^{\circ} 28' 03''$ East, with said centerline of Diley Road, a distance of 61.65 feet;

thence South $85^{\circ} 31' 57''$ East, crossing said Diley Road, a distance of 60.00 feet to a point in the easterly right-of-way line of Diley Road as recorded in Official Record 1490, Page 1410, the *True Point of Beginning*;

thence across said 39.028 acre tract, the following courses and distances:

South $09^{\circ} 42' 35''$ East, a distance of 94.11 feet;

North $49^{\circ} 28' 03''$ East, a distance of 20.65 feet;

South $85^{\circ} 31' 57''$ East, a distance of 334.92 feet;

North $04^{\circ} 28' 03''$ East, a distance of 50.00 feet;

South $85^{\circ} 31' 57''$ East, a distance of 20.00 feet;

South $04^{\circ} 28' 03''$ West, a distance of 50.00 feet;

South $85^{\circ} 31' 57''$ East, a distance of 13.89 feet;

with the arc of a curve to the left, having a central angle of $06^{\circ} 40' 41''$, a radius of 590.00 feet, an arc length of 68.77, a chord bearing of South $88^{\circ} 52' 18''$ East and chord distance of 68.73 feet;

North $87^{\circ} 47' 21''$ East, a distance of 160.80 feet;

with the arc of a curve to the right; having a central angle of $06^{\circ} 58' 56''$, a radius of 560.00 feet, an arc length of 68.24 feet, a chord bearing of South $88^{\circ} 43' 11''$ East and chord distance of 68.20 feet; and

South $85^{\circ} 13' 43''$ East, a distance of 64.82 feet to a westerly line of that 21.270 acre tract conveyed to C3 Church Assembly of God by deed of record in Official Record 1660, Page 3836;

thence South $04^{\circ} 30' 20''$ West, with said westerly line, a distance of 20.00 feet to a northwesterly corner of that 15.532 acre tract conveyed to Winchester Ridge Two LLC by deed of record in Official Record 1697, Page 1581, a southwestly corner of said 21.270 acre tract;

thence across said 39.028 acre tract, the following courses and distances:

North $85^{\circ} 13' 43''$ West, a distance of 64.92 feet;

with the arc of a curve to the left, having a central angle of $06^{\circ} 58' 56''$, a radius of 540.00 feet, an arc length of 65.80 feet, a chord bearing of North $88^{\circ} 43' 11''$ West and chord distance of 65.76 feet;

EASEMENT
0.431 ACRE

-2-

South 87° 47' 21" West, a distance of 160.80 feet;

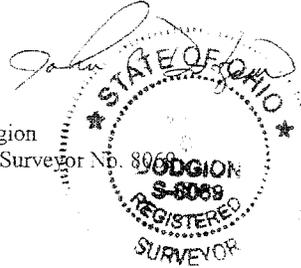
with the arc of a curve to the right, having a central angle of 06° 40' 41", a radius of 610.00 feet, an arc length of 71.10 feet, a chord bearing of North 88° 52' 18" West and chord distance of 71.06 feet;

North 85° 31' 57" West, a distance of 346.38 feet; and

South 49° 28' 03" West, a distance of 84.96 feet to a point in said easterly right-of-way line;

thence North 04° 28' 03" East, with said easterly right-of-way line, a distance of 156.72 feet to the *True Point of Beginning*, containing 0.431 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

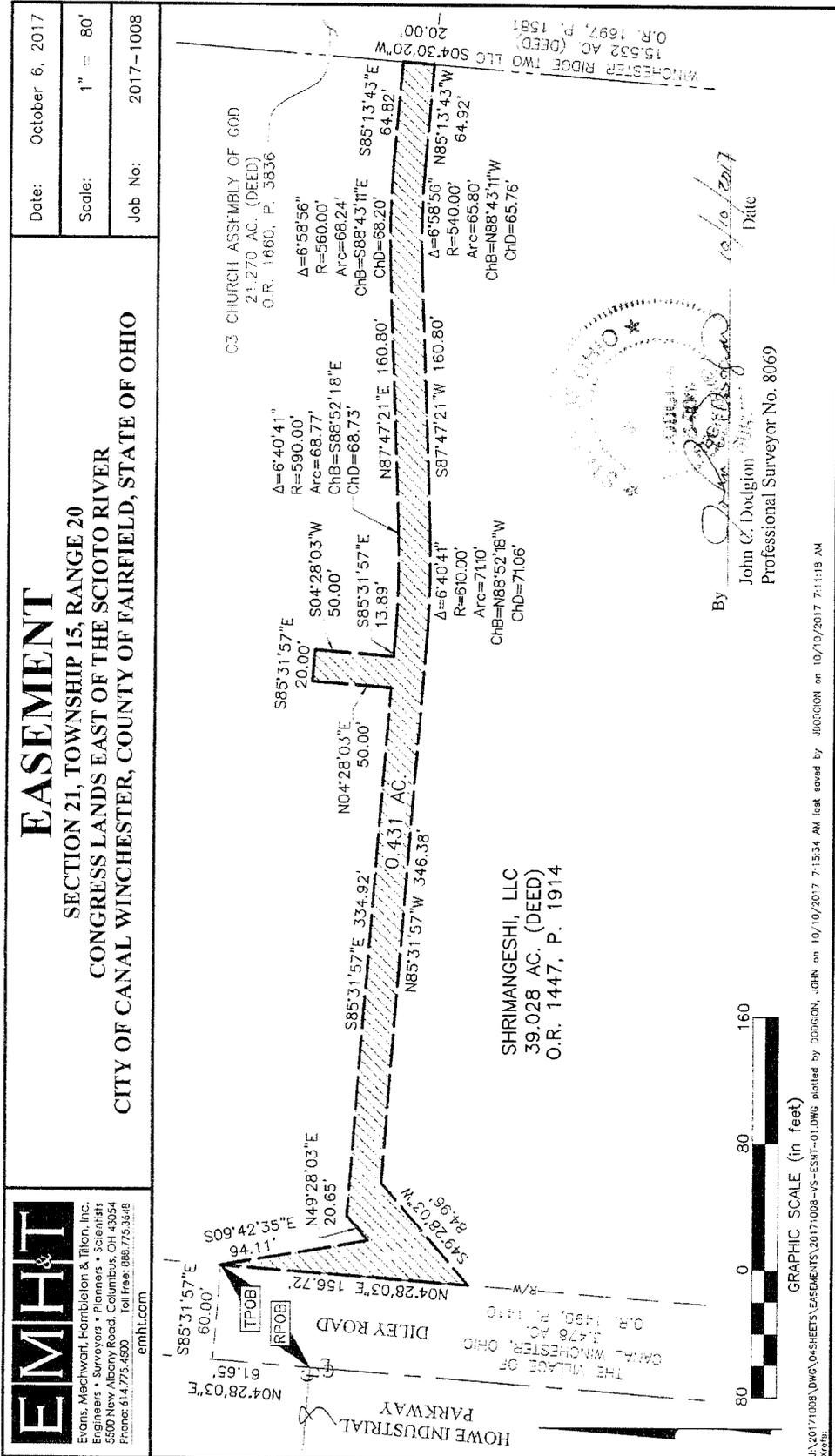


10/10/2017

John C. Dodgion
Professional Surveyor No. 89069

Date

Exhibit A-1



ORDINANCE NO. 19-008

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR WATER LINE FROM WINCHESTER RIDGE III, LLC AND TO ENTER INTO A WATERLINE EASEMENT AGREEMENT

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 water services to properties located along Busey Road; and

WHEREAS, it is necessary to enter into a waterline easement agreement setting forth the terms and conditions for granting the water line easement; and

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 water line, as more fully described in the Easement for Water Line attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That the Mayor be and hereby is, authorized to enter into a waterline easement agreement, as presented in the attached Exhibit B and incorporated herein by reference.

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

WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT AGREEMENT (the “Agreement”) is made and entered into as of this ____ day of _____, 2019 (the “Effective Date”) by and between WINCHESTER RIDGE THREE LLC, an Ohio limited liability company, having an address at 7510 East Pleasant Valley Road, Independence, Ohio 44131 (“Grantor”), and THE CITY OF CANAL WINCHESTER, an Ohio political subdivision, having an address of 36 S. High Street, Canal Winchester, Ohio 43110 (“City”).

W I T N E S S E T H :

WHEREAS, Grantor is the owner of that certain parcel of land located in the City of Canal Winchester, County of Fairfield and State of Ohio, known as Parcel No. 0420388700 (the “Grantor’s Premises”) and more particularly described on Exhibit A attached hereto and incorporated herein;

WHEREAS, in connection with Grantor’s development of Grantor’s Premises (and adjacent parcels associated with Grantor’s overall multi-phase project known as Winchester Ridge and referred to herein as the “Development”), Grantor installed within Grantor’s Premises a Water Line (defined herein);

WHEREAS, to enable the City to access Grantor’s Premises for purposes of inspecting, maintaining and repairing the Water Line, Grantor desires to grant to the City, subject to the terms and conditions contained herein, a Water Line easement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, Grantor and the City hereby agree as follows:

Section 1. Water Line Easement. Grantor hereby grants and conveys unto the City, its agents, contractors and employees, a perpetual easement (the “Water Line Easement”) over, through,

under and upon a portion of the Grantor's Premises substantially in the location legally described and depicted in Exhibit B (the "Easement Area") for the purposes of maintaining, repairing, using, operating, replacing and/or removing a water line installed by Grantor and the associated appurtenances (collectively, the "Water Line").

Section 2. Ingress, Egress and Access. The Water Line Easement granted hereunder from Grantor to the City shall include the right of access, ingress and egress by the City over the Grantor's Premises, but only to the extent reasonably necessary for the City to exercise its rights under this Agreement and only during such times as the City is exercising such rights.

Section 3. Use of Water Line Easement. The City's exercise of any of the rights herein granted shall signify the City's agreement to and acceptance of all the terms and conditions herein contained, including, without limitation, the following:

- A. The City shall, at all times, maintain, repair, use and operate the Water Line in accordance with all applicable laws, ordinances and governmental rules and regulations and in such a manner that will not adversely materially interfere with the full use and enjoyment of the Grantor's Premises by Grantor.
- B. The City's use of the Easement Area shall be in accordance with all applicable laws, ordinances and governmental rules and regulations.
- C. All work with respect to the Easement Area shall be commenced only upon notice first given to Grantor (except for emergency), and such work shall be diligently pursued to completion and all materials, tools, vehicles and debris shall be removed from the Grantor's Premises and Easement Area upon completion of all work.
- D. No materials, tools, vehicles, or debris shall at any time be placed or stored on the Easement Area so as to unreasonably impede, restrict or interfere with Grantor's or any occupant's use of the Grantor's Premises.
- E. No trash, waste, garbage, litter, junk or debris shall be thrown, dumped or left on any portion of the Grantor's Premises or the Easement Area.
- F. Upon completion of any work performed hereunder by the City, the Grantor's Premises and the Easement Area shall be immediately returned, as nearly as possible, to substantially the same condition as existed immediately prior to the performance of any work permitted hereunder.

Section 4. Dedication.

Nothing in this Agreement is intended nor shall it be construed as creating any rights in or for the benefit of the general public. This Agreement does not constitute a dedication for public use, and the Water Line Easement granted herein is solely for the benefit of the City and does not constitute a grant for public use.

Section 5. Miscellaneous Provisions.

- A. Grantor reserves unto itself the right to use the surface of the Easement Area for all lawful purposes that do not materially interfere with the rights of the City herein granted, except that no sheds, buildings, or other permanent structures shall be placed or erected within the Easement Area. The City agrees that Grantor may tie-into or otherwise connect its Development to the Water Line for purposes of obtaining service to the Development, provided, however, that the usual terms and conditions of such tie-in or connection shall nonetheless apply to Grantor.
- B. This Agreement shall be governed by and interpreted under the laws of the State of Ohio, shall run with the land and shall be binding upon and inure to the benefit of Grantor and the City and their respective successors and assigns.
- C. If any provision, or portion thereof, of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- D. Any notice required or permitted to be given hereunder shall be given in writing and delivered by hand delivery or registered or certified mail, return receipt requested to the addresses set forth on the first page of this Agreement, or to such other address of which any party may notify the other parties in accordance herewith.
- E. This Agreement contains the entire agreement of the parties as to the matters set forth herein. There are no oral representations, warranties or other statements whatsoever except as expressed herein. This Agreement shall not be modified except in writing signed by all of the parties hereto or their respective successors and assigns.

F. This Agreement may be signed in several counterparts, each of which will be deemed an original document, and when taken together shall be considered one and the same instrument.

(signatures follow)

E:\Winchester Ridge Three LLC\Property Due Diligence\Water Line Easement\Water Line Easement v1.docx

Exhibit A

Grantor's Premises

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, Violet Township, located in the Southwest Quarter of Section 21, Township 15, Range 20, Congress Lands East of the Scioto River, and being part of that 21.270 acre tract of land described in a deed to C3 Church Assembly of God, of record in Official Record 1660, Page 3836, all records referenced herein are on file at the Office of the Recorder for Fairfield County, Ohio, and being more particularly bounded and described as follows:

Commencing for reference at the northwest corner of said Southwest Quarter, being at the intersection of the centerline of right-of-way for Busey Road and the centerline of right-of-way for Diley Road, (reference a disc in a monument box found North 22 degrees 26 minutes 42 seconds East at a distance of 0.42 feet);

Thence South 85 degrees 35 minutes 41 seconds East, along the centerline of right-of-way for Busey Road and along the north line of said Southwest Quarter, a distance of 828.36 feet to the northwest corner of said 21.270 acre tract, being the northeast corner of that 3.478 acre right-of-way parcel described in a deed to The Village of Canal Winchester, Ohio, of record in Official Record 1490, Page 1410, and being the northeast corner of that original 39.028 acre tract of land described in a deed to Shrimangeshi, LLC, of record in Official Record 1447, Page 1914;

Thence South 04 degrees 30 minutes 30 seconds West, along the west line of said 21.270 acre tract, along the east line of said 3.478 acre right-of-way parcel and along the east line of said original 39.028 acre tract, a distance of 40.00 feet (passing an $\frac{3}{4}$ inch iron pipe found at a distance of 17.50 feet offline 0.09 feet to the right) to the southeast corner of that 3.478 acre right-of-way parcel, said point being on the proposed south right-of-way line for Busey Road, and said point being the TRUE POINT OF BEGINNING for this description, (reference a 1 inch iron pipe found with EMH&T cap, being North 55 degrees 16 minutes 37 seconds West at a distance of 0.14 feet);

Thence across said 21.270 acre tract along the following seven (7) described courses:

1. South 85 degrees 35 minutes 41 seconds East, along the proposed south right-of-way line for said Busey Road, a distance of 458.07 feet to an iron pin set;
2. South 04 degrees 24 minutes 19 seconds West, along a line perpendicular to the previous course, a distance of 188.32 feet to an iron pin set;

3. North 85 degrees 35 minutes 41 seconds West, along a line perpendicular to the previous course, a distance of 19.44 feet to an iron pin set;
4. South 04 degrees 24 minutes 19 seconds West, along a line perpendicular to the previous course, a distance of 509.82 feet to an iron pin set;
5. South 85 degrees 35 minutes 41 seconds East, along a line perpendicular to the previous course, a distance of 65.40 feet to an iron pin set;
6. South 04 degrees 24 minutes 19 seconds West, along a line perpendicular to the previous course, a distance of 143.71 feet to an iron pin set;
7. South 85 degrees 35 minutes 41 seconds East, along a line perpendicular to the previous course, a distance of 338.46 feet to an iron pin set on an east line of said 21.270 acre tract, being on a west line of that 28.457 acre tract of land described in a deed to Board of Trustees of Violet Township, Ohio, of record in Official Record 1486, Page 2462;

Thence South 04 degrees 31 minutes 32 seconds West, along an east line of said 21.270 acre tract and along a west line of said 28.457 acre tract, a distance of 23.08 feet to a 1 inch iron pipe found with EMH&T cap at a southeast corner of said 21.270 acre tract, being a northwest corner of said 28.457 acre tract;

Thence South 45 degrees 04 minutes 38 seconds West, along a southeast line of said 21.270 acre tract and along a northwest line of said 28.457 acre tract, a distance of 342.25 feet to a southeast corner of said 21.270 acre tract, being a southwest corner of said 28.457 acre tract, (reference a 1" iron pipe found bent with EMH&T cap bearing North 59 degrees 43 minutes 35 seconds East at a distance of 0.40 feet);

Thence South 44 degrees 55 minutes 22 seconds East, along a northeast line of said 21.270 acre tract and along a southwest line of said 28.457 acre tract, a distance of 257.85 feet to a point of curvature, (reference a 5/8 inch iron pin bearing North 17 degrees 21 minutes 07 seconds East at a distance of 0.47 feet);

Thence along the arc of a curve to the left, continuing along a northeast line of said 21.270 acre tract and continuing along a southwest line of said 28.457 acre tract, said curve having a radius of 542.00 feet, a central angle of 12 degrees 34 minutes 55 seconds, and an arc length of 119.02 feet to a northeast corner of said 21.270 acre tract, being a northwest corner of that 29.980 acre tract of

land described in a deed to Tipani Pifer Hickey, of record in Official Record 1664, Page 2427, (reference an 5/8 inch iron pin with a "HOCKADEN" cap bearing North 59 degrees 36 minutes 30 seconds West at a distance of 0.15 feet), said curve being subtended by a long chord having a bearing of South 51 degrees 12 minutes 50 seconds East and a length of 118.78 feet;

Thence South 04 degrees 31 minutes 32 seconds West, along an east line of said 21.270 acre tract and along a west line of said 29.980 acre tract, a distance of 78.02 feet to an iron pin set at the southeast corner of said 21.270 acre tract, being the northeast corner of that 15.532 acre tract of land described in a deed to Winchester Ridge Two LLC, of record in Official Record 1697, Page 1581;

Thence along the southerly lines of said 21.270 acre tract and along the northerly lines of said 15.532 acre tract along the following four (4) described courses:

1. Along the arc of a curve to the right, said curve having a radius of 612.00 feet, a central angle of 16 degrees 00 minutes 35 seconds, and an arc length of 171.01 feet to an iron pin set at a point of tangency, said curve being subtended by a long chord having a bearing of North 52 degrees 55 minutes 39 seconds West and a length of 170.45 feet;
2. North 44 degrees 55 minutes 22 seconds West, a distance of 366.31 feet to an iron pin set at a point;
3. Along the arc of a non-tangent curve to the left, said curve having a radius of 538.00 feet, a central angle of 40 degrees 38 minutes 42 seconds, and an arc length of 381.65 feet to an iron pin set, said curve being subtended by a long chord having a bearing of North 65 degrees 14 minutes 00 seconds West and a length of 373.70 feet;
4. North 85 degrees 13 minutes 34 seconds West, a distance of 142.91 feet to an iron pin set at the southwest corner of said 21.270 acre tract, being the northwest corner of said 15.532 acre tract, said iron pin being on the east line of said original 39.028 acre tract;

Thence North 04 degrees 30 minutes 30 seconds East, along the west line of said 21.270 acre tract and along the east line of said original 39.028 acre tract, a distance of 975.97 feet to the TRUE POINT OF BEGINNING for this description.

The above described parcel contains a total area of 12.971 acres within Fairfield County Auditor's parcel number 0420388700.

The bearings described herein are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

Iron pins set are 30" by 5/8" diameter rebar with caps stamped "ASI PS-8438".

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on September 27, 2017, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

Exhibit B
Easement Area

[see attached]

DESCRIPTION OF A 0.538 ACRE WATERLINE EASEMENT

Situated in the State of Ohio, County of Fairfield, City of Canal Winchester, Violet Township, located in Section 21, Township 15, Range 20, Congress Lands East of the Scioto River, being a part of that 12.971 acre tract described in a deed to **Winchester Ridge Three LLC**, of record in Official Record 1756, Page 2207, all records referenced herein are on file at the Office of the Recorder for Fairfield County, Ohio, and being more particularly bounded and described as follows:

BEGINNING at the southwest corner of said 12.971 acre tract, being the northwest corner of that 15.532 acre tract described in a deed to Winchester Ridge Two LLC, of record in Official Record 1697, Page 1581, and being on the east line of that 39.028 acre tract described in a deed to Shrimangeshi, LLC, of record in Official Records 1447, Page 1914;

Thence **North 04 degrees 30 minutes 30 seconds East**, along the west line of said 12.971 acre tract, along the east line of said 39.028 acre tract, a distance of **20.00 feet** to a point;

Thence across said 12.971 acre tract along the following eight (8) described courses:

1. **South 85 degrees 13 minutes 34 seconds East**, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, a distance of **28.00 feet** to a point;
2. **North 04 degrees 30 minutes 30 seconds East**, a distance of **110.26 feet** to a point;
3. **South 85 degrees 29 minutes 30 seconds East**, perpendicular from the previous course, a distance of **20.00 feet** to a point;
4. **South 04 degrees 30 minutes 30 seconds West**, perpendicular from the previous course, a distance of **110.35 feet** to a point;
5. **South 85 degrees 13 minutes 34 seconds East**, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, a distance of **94.95 feet** to a point;
6. Along the arc of a non-tangent curve to the right, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, said curve having a radius of **558.00 feet**, a central angle of **40 degrees 38 minutes 20 seconds**, and a length of **395.78 feet** to a point, said curve being subtended by a long chord bearing **South 65 degrees 13 minutes 50 seconds East** and having a length of **387.54 feet**;
7. **South 44 degrees 55 minutes 22 seconds East**, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, a distance of **366.31 feet** to a point of curvature;
8. Along the arc of a curve to the left, along a line parallel to and 20.00 feet northerly as measured by right angles from the south line of said 12.971 acre tract and the north line of said 15.532 acre tract, said curve having a radius of **592.00 feet**, a central angle of **15 degrees 07 minutes 22 seconds**, and an arc length of **156.25 feet** to a point on the east line of said 12.971 acre tract, being on the west line of that 29.980 acre tract described in a deed to Tipani Pifer Hickey, of record in Official Record 1664, Page 2427, said curve being subtended by a long chord bearing **South 52 degrees 29 minutes 03 seconds East** and having a length of **155.80 feet**;

Thence **South 04 degrees 31 minutes 32 seconds West**, along the east line of said 12.971 acre tract, along the west line of said 29.980 acre tract, a distance of **22.06 feet** to the southeast corner of said 12.971 acre tract, being the northeast corner of said 15.532 acre tract;

Thence along the south line of said 12.971 acre tract and the north line of said 15.532 acre tract along the following four (4) described courses:

1. Along the arc of a non-tangent curve to the right, said curve having a radius of **612.00 feet**, a central angle of **16 degrees 00 minutes 35 seconds**, and an arc length of **171.01 feet** to a point of tangency, said curve being subtended by a long chord bearing **North 52 degrees 55 minutes 39 seconds West** and having a length of **170.45 feet**;

2. **North 44 degrees 55 minutes 22 seconds West**, a distance of **366.31 feet** to a point;
3. Along the arc of a non-tangent curve to the left, said curve having a radius of **538.00 feet**, a central angle of **40 degrees 38 minutes 42 seconds**, and a length of **381.65 feet** to a point, said curve being subtended by a long chord bearing **North 65 degrees 14 minutes 00 seconds West** and having a length of **373.70 feet**;
4. **North 85 degrees 13 minutes 34 seconds West**, a distance of **142.91 feet** to the **POINT OF BEGINNING** for this description.

The above description contains a total area of **0.538 acres** within Fairfield County Auditor's parcel number 0420388700.

The bearings described herein are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North, referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and an NGS OPUS solution.

The above description was prepared under the direct supervision of Brian P. Bingham, Registered Professional Surveyor No. 8438 on January 18, 2019, is based on an actual survey performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

American Structurepoint, Inc.

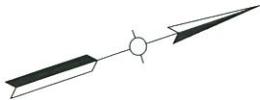


Brian P. Bingham, PS
Registered Professional Surveyor No. 8438



1/18/2019
Date

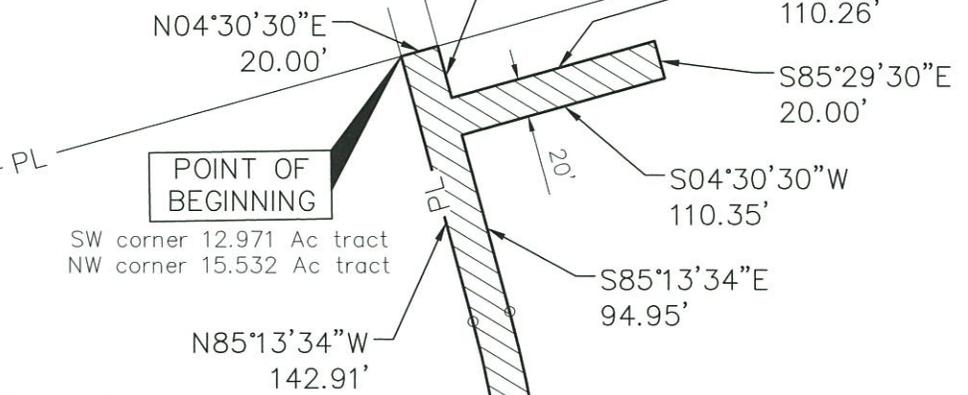
0.538 ACRE WATER LINE EASEMENT EXHIBIT
 STATE OF OHIO, COUNTY OF FAIRFIELD, CITY OF CANAL WINCHESTER
 SECTION 21, TOWNSHIP 15, RANGE 20, CONGRESS LANDS



0 50' 100'
 SCALE: 1"=100'

PID: 0420388810
 SHRIMANGESHI, LLC
 O.R. 1447, PG 1914
 39.028 ACRES

WATER LINE EASEMENT
 CITY OF CANAL WINCHESTER
 O.R. 1754, PG. 4166



POINT OF BEGINNING

SW corner 12.971 Ac tract
 NW corner 15.532 Ac tract

Basis of bearing:
 Bearings shown hereon are based on the bearing of South 85 degrees 35 minutes 41 seconds East for the centerline of right-of-way for Busey Road, as measured from Grid North as referenced to the Ohio State Plane Coordinate System (South Zone) and the North American Datum of 1983 (2011 Adjustment), as established utilizing a GPS survey and NGS OPUS solution.



PID: 0420388720
 WINCHESTER RIDGE TWO LLC
 O.R. 1697, PG 1581
 15.532 ACRES

0.538 ACRE
 WATER LINE
 EASEMENT

PID: 0420388700
 WINCHESTER RIDGE
 THREE LLC
 O.R. 1756, PG. 2207
 12.971 ACRES

I hereby certify that:
 This drawing represents the results of an actual field survey of the premises performed by American Structurepoint, Inc., and is true and correct to the best of my knowledge and belief.

Brian P. Bingham 1/18/2019
 Brian P. Bingham, P.S. No. 8438 Date
 American Structurepoint, Inc.



PID: 0420837700
 BOARD OF TRUSTEES
 OF VIOLET TOWNSHIP, OHIO
 O.R. 1486, PG 2462
 28.457 ACRES

Curve Data
 $\Delta = 16^{\circ}00'35''$
 $R = 612.00'$
 $L = 171.01'$
 $C = 170.45'$
 CBRG = $N52^{\circ}55'39''W$

Curve Data
 $\Delta = 15^{\circ}07'22''$
 $R = 592.00'$
 $L = 156.25'$
 $C = 155.80'$
 CBRG = $S52^{\circ}29'03''E$

$S04^{\circ}31'32''W$
 22.06'

PID: 0420388600
 TIPANI PIFER HICKEY
 O.R. 1664, PG 2427
 29.980 ACRES

PLOT DATE: 1/18/2019 1:18 PM EDIT DATE: 1/18/2019 DRAWING FILE: C:\016\027690 - Drawings\Survey\201602769 SV\2016-01-18 GREEN GATES WM EASEMENT.dwg EDITOR: BPB



0.538 ACRE WATER LINE EASEMENT EXHIBIT
 FOR
 WINCHESTER RIDGE PHASE III
 CANAL WINCHESTER, FAIRFIELD COUNTY, OHIO

DATE:	01/18/2019
DRAWN BY:	BPB
CHECKED BY:	BPB
JOB NUMBER:	2016.02769

1 of 1

ORDINANCE NO. 19-009

AN ORDINANCE TO ACCEPT DEDICATION OF REAL PROPERTY

WHEREAS, Henrietta L. Pfeifer, the owner of property located on O Carriage Place identified as Parcel No. 184-001686, upon which will be intended for public use; and,

WHEREAS, Henrietta L. Pfeifer desires to dedicate the 0.181419-acre parcel of land to the City of Canal Winchester for potential right-of-way purposes; and,

WHEREAS, the Director of Public Service recommends acceptance of the dedication.

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

Section 1. That Council does hereby accept and dedicate the 0.181419-acre parcel of land described in Exhibit A and depicted in Exhibit B for potential right-of-way purposes.

Section 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed from Henrietta L. Pfeifer, evidencing the acceptance of the right-of-way dedication as authorized herein.

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

GENERAL WARRANTY DEED

Henrietta L. Pfeifer, resident of the State of Ohio ("Grantor"), for valuable consideration paid, grants with general warranty to City of Canal Winchester ("Grantee"), whose tax mailing address is 36 S. High Street Canal Winchester, Ohio 43110, the following REAL PROPERTY:

Situated in the county of Franklin and the state of Ohio and in the City of Canal Winchester:

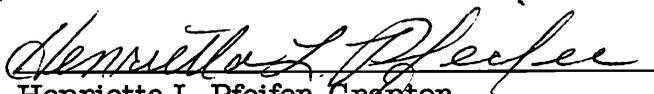
Being "Reserve D" of the Winchester Village, Section 2. As the same as numbered and outlined upon the recorded plat thereof, of record in plat book 77, page 71-75, Recorders Office, Franklin County, Ohio.

Parcel Number: 184-001686
Known as: 0.181419 Acres on O Carriage Place, Canal Winchester, Ohio

Prior Instrument Number 198908040130784 dated July 10, 1989, recorded in Volume 028643, pages 13820111-13820114 August 04, 1989 in the Franklin County Recorder's Office.

Subject to conditions, restrictions and easements, if any, contained in prior instruments of record.

Signed on this 5 day of November, 2018.


Henrietta L. Pfeifer, Grantor

STATE OF OHIO
COUNTY OF FRANKLIN

BE IT REMEMBERED, that on this 5 th of November, 2018, before me the Subscriber, a notary public in and for said County, personally came the Grantor, Henrietta Pfeifer, who acknowledged the signing of this DEED, whose identity was either known to me or proven to me by satisfactory evidence, and that the signing was their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal the day and year aforesaid on this 5 day of November, 2018.



SANDRA K. RIGGS
Notary Public
In and For the State of Ohio
My Commission Expires 2/14/23


Sandra K. Riggs,
Notary Public

This instrument was prepared by:
Henrietta L. Pfeifer
630 Winchester Pike
Canal Winchester, Ohio 43110

Our Office

Your Property

Search

On-Line Tools

Reference

Contact Us

- Summary
- Land Profile
- Residential
- Commercial
- Improvements
- Permits
- Mapping
- Sketch
- Photo
- StreetSmart
- Aerial Photos
- Transfers
- BOR Status
- CAUV Status
- Tax & Payments
- Tax Distribution
- Value History
- Rental Contact
- Quick Links

ParcelID: 184-001686-00
PFEIFER HENRIETTA L

Map-Rt: 184-N006AA -107-00
CARRIAGE PL



Record Navigator

1 of 1

Actions

- Neighborhood Sales
- Proximity Search
- Buffer Search

Reports

- Proximity Report
- Map Report
- Parcel Summary
- Parcel Detail

Go

Social Media Links

ORDINANCE NO. 19-011

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT A UTILITY EASEMENT TO SOUTH CENTRAL POWER COMPANY FOR EXISTING OVERHEAD AND UNDERGROUND ELECTRIC UTILITIES ALONG GROVEPORT RD (PARCEL NUMBER 184-001310)

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide a utility easement to South Central Power Company for the purposes of providing electric utility services to properties along Groveport Rd.;

WHEREAS, It is necessary to provide a permanent utility easement for the relocation of overhead and underground electric service required for the completion of the Gender Rd. Ph. 4 Project;

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

Section 1. That the Mayor be and hereby is, authorized to execute on behalf of the City of Canal Winchester an electric utility easement to South Central Power Company, as more fully described in the Electric Line – Right of Way Easement attached hereto as Exhibit A and incorporated herein by reference.

Section 2. That this ordinance 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

ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT

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

Property Owners: City of Canal Winchester
Property Address: East of Gender and North of Groveport Road
Map/Location: 110-004-000 Work Order #: 165554& 166072
Containing: 3.267 Acres More or less, Recorded in Instrument Number: 201808150109874
Parcel No: 184-001310-00
Recorded In-Deed Vol: OR Volume Page: Initials:
Vms No: Section: 25 Township No: 11 Range: 21

Easement width shall be 50 feet, 25 feet each side of South Central Power Company's overhead electric lines, poles and anchors as constructed, and 20 feet in width 10 feet each side of South Central Power Company's underground electric lines and above ground facilities as constructed under SCP WO# 165554 & 166072. This easement shall also cover right-of-way 30 feet in width adjacent to the Road Right-of-Way line of Groveport Road extending from the east to west property line for existing South central electric lines. The approximate location of said electric lines, poles and other facilities is depicted on the Exhibit "A" drawings attached hereto and incorporated herein.

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

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

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

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

Owner: City of Canal Winchester

BY: _____

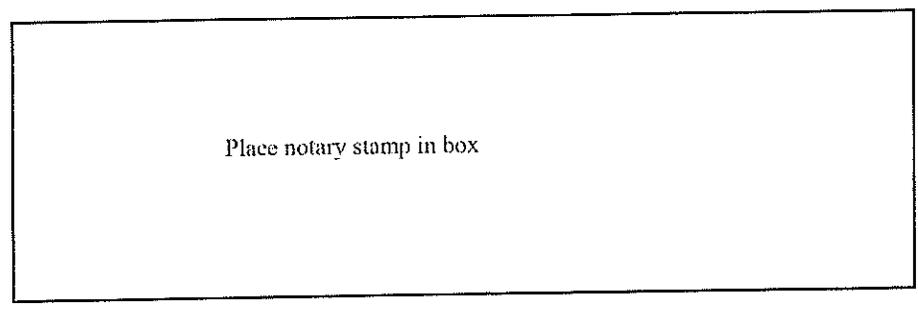
Printed Name: _____

Title: _____

State of Ohio, County of:
BE IT REMEMBERED, that on this..... day of, 20
before me, the subscriber, a Notary Public in and for said County, personally came the above named
City of Canal Winchester

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

.....
Notary



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

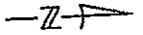
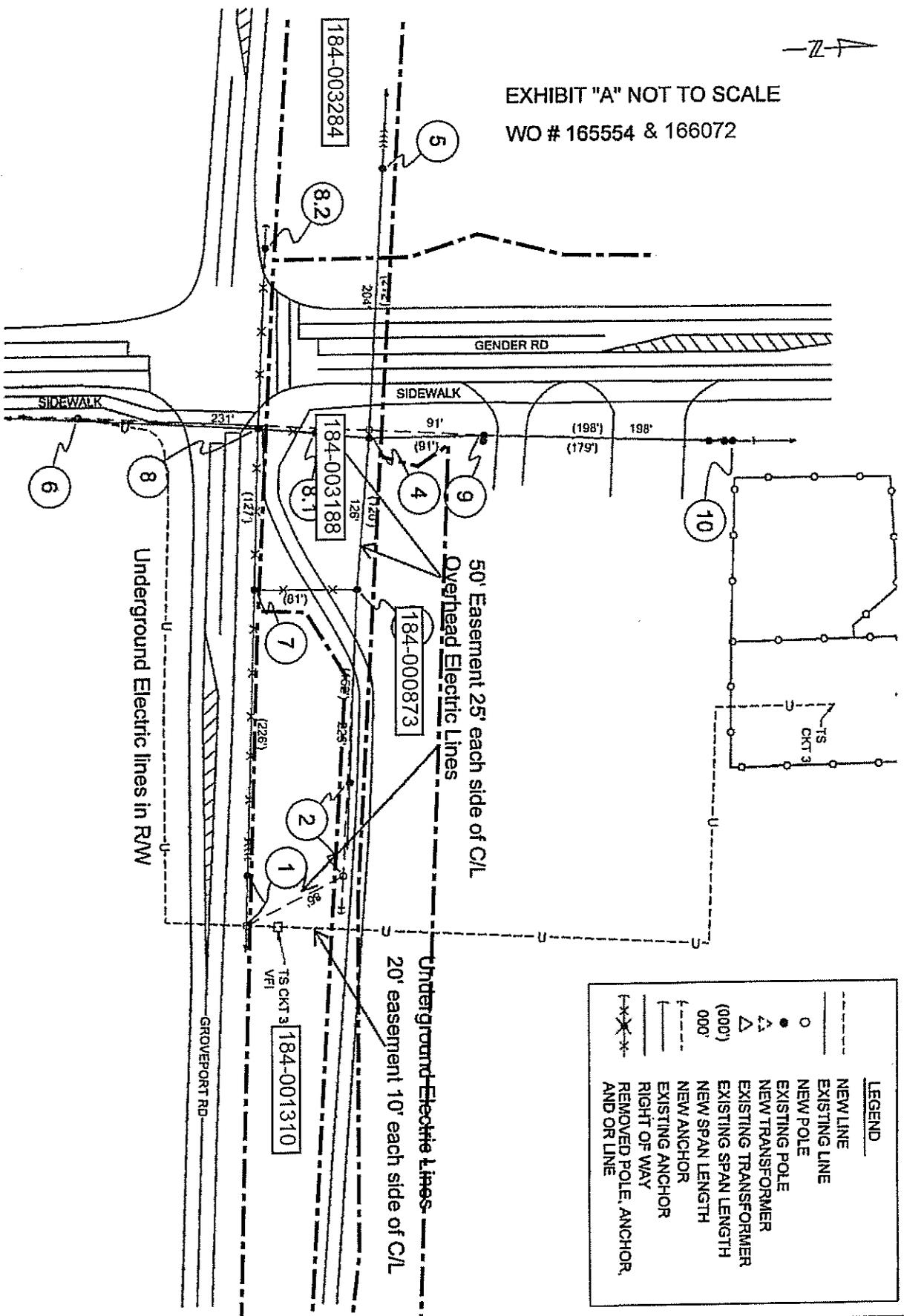


EXHIBIT "A" NOT TO SCALE
 WO # 165554 & 166072



LEGEND	
---	NEW LINE
- - - -	EXISTING LINE
○	NEW POLE
●	EXISTING POLE
△	NEW TRANSFORMER
△ (000)	EXISTING TRANSFORMER
---	EXISTING SPAN LENGTH
---	NEW SPAN LENGTH
---	NEW ANCHOR
---	EXISTING ANCHOR
---	RIGHT OF WAY
---x---	REMOVED POLE, ANCHOR, AND/OR LINE



GROVEPORT RD
 SOUTH CENTRAL POWER COMPANY
 FRANKLIN COUNTY

DATE: 10-19-17

STAKED BY: T. KELLY

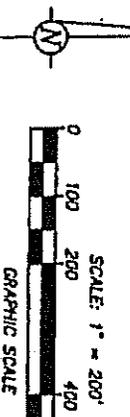
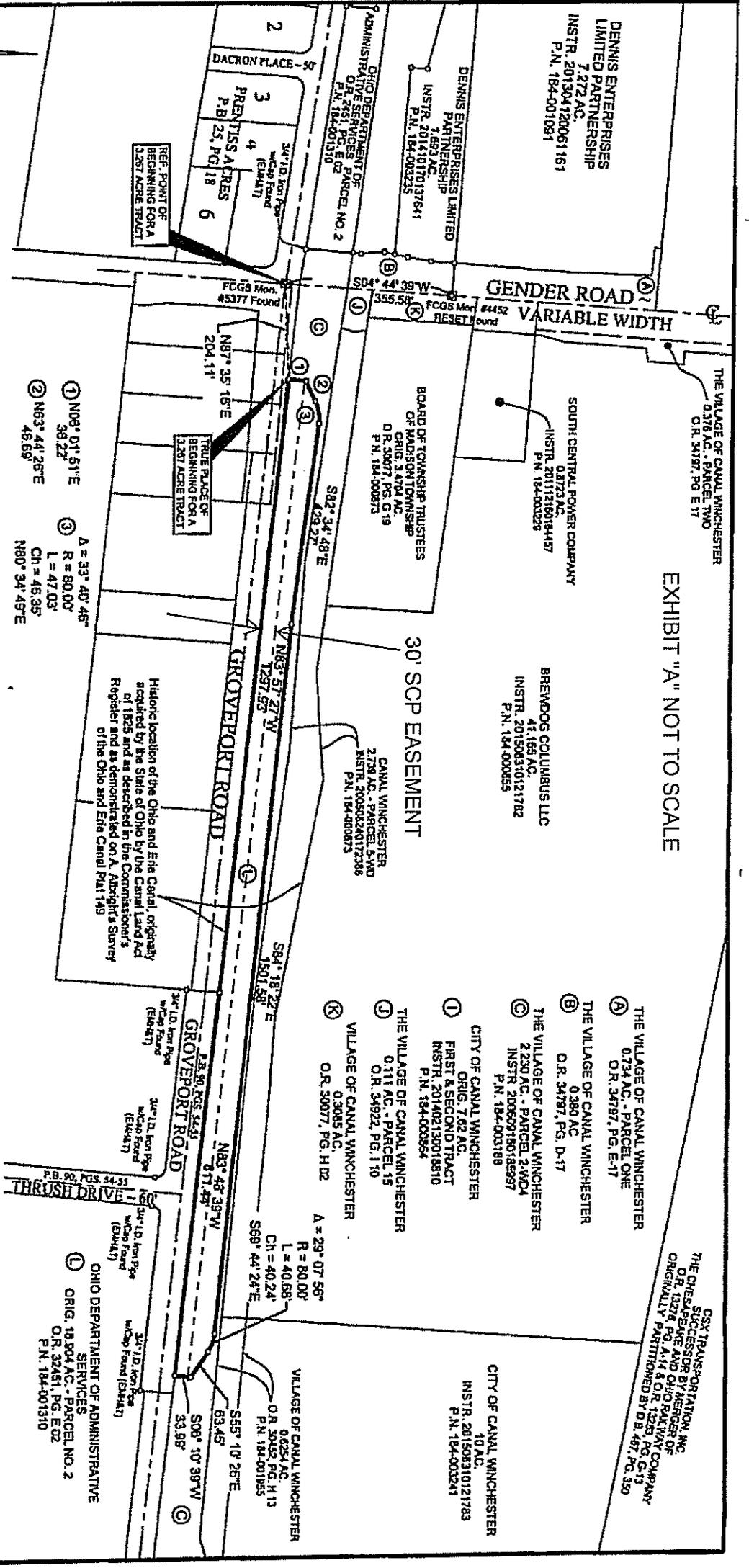
SCALE:

1" = 100'

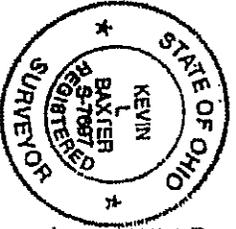
JOB NUMBER: 36-030-006

SHEET 1 OF 1

EXHIBIT "A" NOT TO SCALE



Basis of bearings is the centerline of Gender Road, being N 04° 44' 38" E, between FCGS Monument Nos. 4452 Reval and 2270 Reval, Ohio State Plane Coordinate System, South Zone, NAD 83 (NSRS 2007).



I hereby certify that this plat was prepared from an actual field survey performed under my supervision in February, 2018. Each 3/4" I.D. iron pipe set is marked with a yellow plastic cap imprinted "Bird & Bull, Inc."

Kevin L. Bader
 Kevin L. Bader - Ohio Surveyor No. 7897
 Date: _____

3/4" I.D. Iron Pipe Set, 30" in length, w/Cap Stamped "BIRD & BULL, INC." Unless Otherwise Shown.

Historic location of the Ohio and Erie Canal originally acquired by the State of Ohio by the Canal Land Act of 1825 and as described in the Commissioner's Register and as demonstrated on A. Adolph's Survey of the Ohio and Erie Canal Plat 149

Bird & Bull
 2175 W. Dublin-Garwick Road
 Columbus, Ohio 43215
 Tel: (614) 761-1661
 Fax: (614) 761-1328
 WWW.BIRDBULL.COM

CITY OF CANAL WINCHESTER	
EXHIBIT OF A 3.267 ACRE TRACT, NORTH ALONG GROVERPORT ROAD, EAST FROM GENDER ROAD, CITY OF CANAL WINCHESTER, FRANKLIN CO., OHIO (SEC. 25, T. 11 N., R. 21 W., CONGRESS LANDS)	
SCALE: 1" = 200'	JOB NO. 18-015
DWN: KLB CKD: MARCH 02, 2018	1

THE VILLAGE OF CANAL WINCHESTER
 0.734 AC. - PARCEL ONE
 O.R. 34787, PG. E-17

THE VILLAGE OF CANAL WINCHESTER
 0.390 AC
 O.R. 34787, PG. D-17

THE VILLAGE OF CANAL WINCHESTER
 2.230 AC. - PARCEL 2-WD4
 INSTR. 20060918018997
 P.N. 184-003188

CITY OF CANAL WINCHESTER
 ORIG. 7.62 AC.
 FIRST & SECOND TRACT
 INSTR. 201482130018810
 P.N. 184-003884

THE VILLAGE OF CANAL WINCHESTER
 0.711 AC. - PARCEL 15
 O.R. 34922, PG. I 10

VILLAGE OF CANAL WINCHESTER
 0.3085 AC.
 O.R. 30077, PG. H 02

THE VILLAGE OF CANAL WINCHESTER
 0.0254 AC.
 O.R. 30452, PG. H 13
 P.N. 184-001855

VILLAGE OF CANAL WINCHESTER
 0.234 AC.
 O.R. 30451, PG. E 02
 P.N. 184-001310

OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES
 ORIG. 18.904 AC. - PARCEL NO. 2
 O.R. 32451, PG. E 02
 P.N. 184-001310

CITY OF CANAL WINCHESTER
 10 AC.
 INSTR. 201508310121783
 P.N. 184-003241

CSX TRANSPORTATION, INC.
 SUCCESSOR BY MERGER OF
 THE CHESTER AND OHIO RAILWAY COMPANY
 ORIGINALLY PARTITIONED BY DB 447, PG. 350
 O.R. 13276, PG. M14 & O.R. 13283, PG. C13

BREVDOG COLUMBUS LLC
 41.165 AC.
 INSTR. 201506310121782
 P.N. 184-000855

BOARD OF TOWNSHIP TRUSTEES
 OF WADSWORTH TOWNSHIP
 ORIG. 3.4704 AC.
 O.R. 30077, PG. G 19
 P.N. 184-000873

CANAL WINCHESTER
 2.738 AC. - PARCEL 5-W0
 INSTR. 200504240172388
 P.N. 184-000873

DENNIS ENTERPRISES LIMITED PARTNERSHIP
 INSTR. 201410170137641
 P.N. 184-000225

DENNIS ENTERPRISES LIMITED PARTNERSHIP
 INSTR. 201304120061161
 P.N. 184-001091

THE VILLAGE OF CANAL WINCHESTER
 0.3176 AC. - PARCEL TWO
 O.R. 34787, PG. E 17

SOUTH CENTRAL POWER COMPANY
 INSTR. 201112180184457
 P.N. 184-003229

ADMINISTRATIVE SERVICES PARCEL NO. 2
 ORIG. 2451 AC., E 02
 P.N. 184-001310

DACRON PLACE - S
 PRENTISS ACRES
 P.B. 25, PG. 18

ORDINANCE NO. 19-012

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT A UTILITY EASEMENT TO SOUTH CENTRAL POWER COMPANY ALONG ROBINETT WAY FOR UNDERGROUND ELECTRIC UTILITIES ON PARCEL NUMBER 0420376000

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide a utility easement to South Central Power Company for the purposes of providing electric utility services for properties on the south side of Robinett 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 execute on behalf of the City of Canal Winchester an electric utility easement to South Central Power Company, as more fully described in the Electric Line – Right of Way Easement attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance 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

ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose address is 2780 Coonpath Rd NW Lancaster Ohio and to its successors and assigns, the right, privilege and easement to enter upon the lands and property of the undersigned, situated in the Township of: Violet County of: Fairfield State of Ohio, and more particularly described as follows:

Property Owners: City/Village of Canal Winchester

Property Address: Robinett Way

Map/Location: 089-022-006

Work Order #: 171001-01

Containing: 8.831 acres more or less

Parcel No: 042037600

Recorded In-Deed Vol: 639

OR Volume

Page: 273

Initials: TRH

Vms No:

Section: 20

Township No: 15

Range: 20

Easement width shall be 20 feet adjacent to and parallel with the Right-of-Way line of Robinett Way. The approximate location of said easement is depicted on the Exhibit "A" drawing attached hereto and incorporated herein.

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

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

This instrument prepared by: South Central Power Co., 2780 Coonpath Rd NW, Lancaster, OH 43130. Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

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

Owner: City/Village of Canal Winchester

BY: _____

Printed Name: _____

Title: _____

State of Ohio, County of:

BE IT REMEMBERED, that on this..... day of, 20 .
before me, the subscriber, a Notary Public in and for said County, personally came the above named
City/Village of Canal Winchester

in the foregoing easement and acknowledged the signing of the same to be a / their
voluntary act and deed, for the uses and purposes therein mentioned.

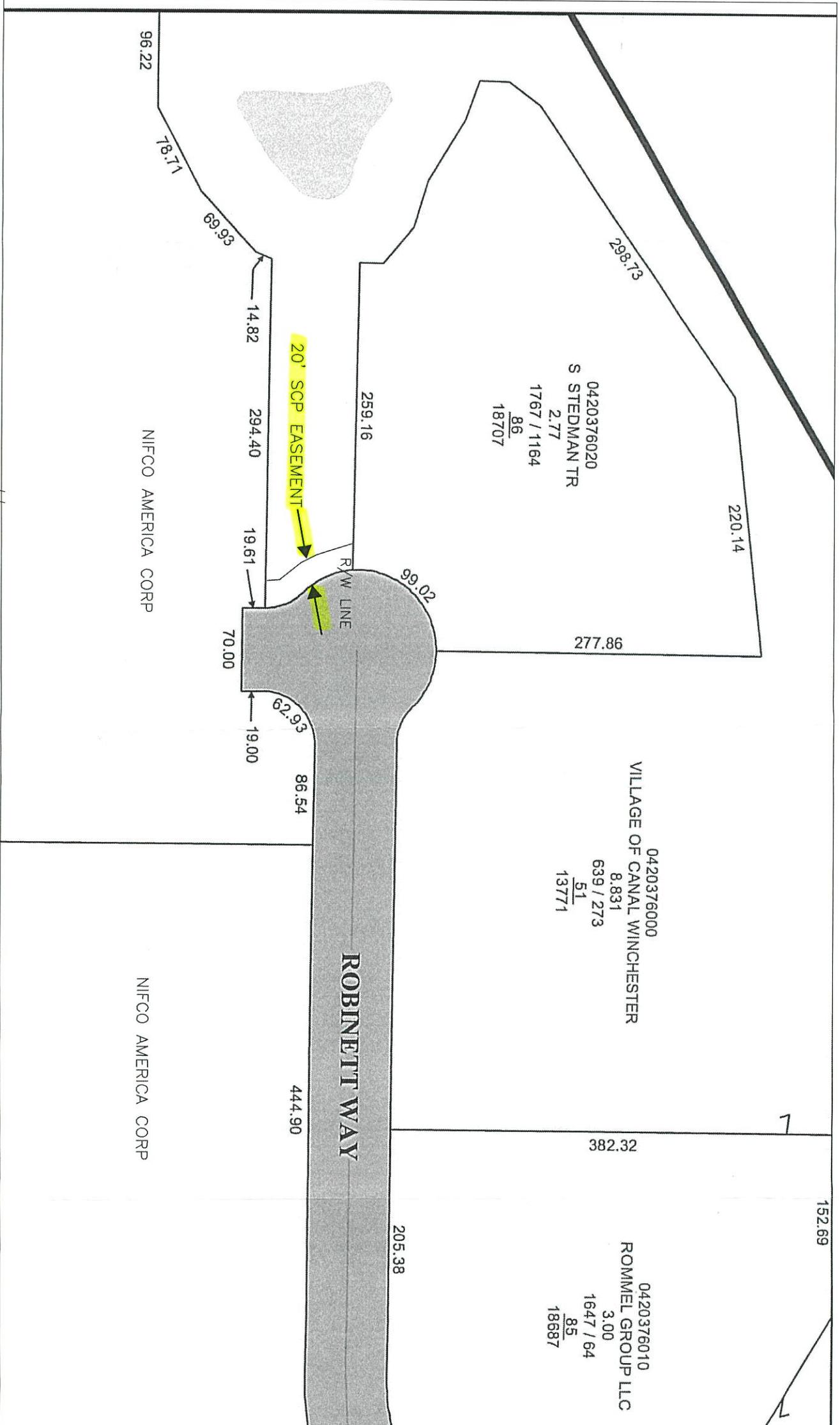
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

.....
Notary

Place notary stamp in box

This instrument prepared by: South Central Power Co., 2780 Coonpath Rd NW, Lancaster, OH
43130 Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

EXHIBIT "A"
NOT TO SCALE



WO# 171001

ORDINANCE NO. 19-013

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO THE SEWER
OVERSIZING AGREEMENT WITH GRAND COMMUNITIES, LLC**

WHEREAS, Grand Communities, LLC is installing sanitary sewer facilities for the Villages at Westchester, Section 13, Phase 1&2 project; and,

WHEREAS, in order to accommodate the future development, Canal Winchester and Grand Communities have agreed that certain portions of the sanitary sewer line installed as part of the Villages at Westchester Section 13 be oversized from the standard 8-inches to 12-inches and 24-inches in nominal diameter in certain areas and be reimbursed for a portion of those oversized costs; and,

WHEREAS, it is the recommendation of the Director of Public Service that it is in the best interest of the City of Canal Winchester to enter into a sewer oversized agreement with Grand Communities, LLC.

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

Section 1. That the Mayor be, and hereby is, authorized and directed to enter into a sewer oversized agreement with Grand Communities, LLC, and is hereby attached as Exhibit A.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

**SANITARY SEWER OVERSIZING
REIMBURSEMENT AGREEMENT**

This Agreement is made and entered into this ____ day of _____, 2019 by and among the City of Canal Winchester, Ohio, an Ohio municipal corporation (hereinafter referred to as “Canal Winchester”) and Grand Communities, LLC with an address of 3940 Olympic Boulevard, Suite 100, Erlanger, Kentucky 41018 (hereinafter referred to as “Developer”).

RECITALS

WHEREAS, Developer will work with Canal Winchester on oversizing the sanitary sewer line (“Sanitary Sewer Line”) at Villages at Westchester, Section 13, Phase 1 & 2 (“Development”) to accommodate future development of certain tracts of land adjacent to the Development; and

WHEREAS, in order to accommodate the future development of Canal Winchester, Canal Winchester requests that certain portions of the sanitary sewer line installed by Developer be oversized from the standard 8-inches to 12-inches and 24-inches in nominal diameter in certain areas; and

WHEREAS, Canal Winchester and the Developer agree to extend an 8-inch sewer pipe under Wilson Drive at Lithopolis Road; and

WHEREAS, Canal Winchester and Developer agree to evenly split the cost of sanitary dewatering; and

WHEREAS, Developer plans to upsize 1,650 lineal feet of sewer pipe from 8-inch pipe to 12-inch pipe; and

WHEREAS, Developer plans to upsize 404 lineal feet of sewer pipe from 8-inch pipe to 24-inch pipe.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements hereinafter set forth, Canal Winchester and Developer do hereby agree as follows:

Section 1. Developer Responsibilities

1.1. Developer shall arrange, contract for, and cause to be done such engineering and construction work as shall be necessary to design and construct the desired Sanitary Sewer Line oversizing at the Development.

1.2. Developer shall have such plans prepared by a professional engineer registered in the State of Ohio and submitted to the Canal Winchester for approval.

1.3. Developer shall upon completion of construction convey to Canal Winchester title to the Sanitary Sewer Line and shall grant to Canal Winchester mutually

agreeable easements for ingress and egress to and from the Sanitary Sewer Line and for repair, maintenance, and replacement thereof shall be accomplished exclusively within said easements.

Section 2. Sanitary Dewatering

Canal Winchester shall pay to Developer \$72,280.00 toward dewatering costs associated with the Sanitary Sewer Line oversizing and elevation modifications needed for the future extension of the sewer.

Section 3. Wilson Drive Extension

Developer and Canal Winchester agree that Developer will extend a 8-inch sanitary sewer line under Wilson Drive at Lithopolis Road at a cost of \$7,800.

Section 4. Pipe Upsizing Parameters

4.1. Developer agrees to upsize 1,650 lineal feet of pipe from 8-inches to 12-inches to accommodate future development. The cost of such upsizing is \$14,850.

4.2. Developer agrees to upsize 404 lineal feet of pipe from 8-inches to 24-inches to accommodate future development. The cost of such upsizing is \$39,188.

Section 5. Acceptance of Sanitary Sewer Line

Acceptance by Canal Winchester that the Sanitary Sewer Line has been constructed in accordance with the approved plans and specifications shall constitute approval of the Sanitary Sewer Line construction by Canal Winchester. After Sanitary Sewer Line Acceptance, Developer shall have no liability or responsibility as to repair, maintenance, replacement or operation of the Sanitary Sewer Line except that Developer shall cause repairs to be made to the same necessitated by defects in the original construction which appear within one (1) year following the date of the Sanitary Sewer Line Acceptance. Developer's obligation to make repairs shall be secured by a maintenance bond or letter of credit acceptable to Canal Winchester, in an amount equal to 10 percent of the total cost of constructing the Sanitary Sewer Line.

Section 6. Total Costs and Payment

Canal Winchester shall pay to Developer the total sum of \$134,118 in two (2) installments as set forth below.

Phase 1: Within 30 days of recording the record plat for Phase I of the Development, Canal Winchester shall make the first payment of \$70,959.

Phase II: Within 30 days of recording the record plat for Phase II of the Development, Canal Winchester shall make the final payment of \$63,159.

The total payment includes the cost of the following:

- \$54,038 for pipe upsizing costs from 8-inches to 12-inches and 24-inches.
- \$72,280 for the sanitary dewatering costs.
- \$7,800 for the extension of the 8-inch line under Wilson Drive.

Section 7. Miscellaneous

7.1. During the period of construction of the Sanitary Sewer Line and for a period of one (1) year after acceptance thereof by Canal Winchester, Canal Winchester may, during normal business hours and through its duly authorized agents, attorneys, or accountants, examine the books and records of Developer and its agents pertaining to the costs incurred by Developer for the Sanitary Sewer Line.

7.2. Developer shall cause its agents and its contractors and subcontractors engaged in construction of the Sanitary Sewer Line to comply with Worker's Compensation Law of the state of Ohio and shall indemnify and hold Canal Winchester harmless from any and all claims, demands, actions or liabilities arising out of personal injury, death, or property damage resulting from construction work performed or caused to be performed by Developer under this Agreement no attributable to the negligence of Canal Winchester.

7.3. This Agreement may only be amended by a writing signed by and delivered to both Canal Winchester and the Developer.

7.4. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction or under any circumstance will be ineffective to the extent of such prohibition or unenforceability only, without affecting the validity or enforceability of the remainder of this Agreement.

7.5. Section headings in this Agreement are for convenience only and shall not be used to interpret, limit, or amplify any term of this Agreement.

7.6. This Agreement shall be governed by and interpreted in accordance with Ohio law.

[Remainder of page intentionally left blank. Signature page follows.]

Witnesses:

CITY OF Canal Winchester, Ohio

By: _____

_____, Mayor

Witnesses:

By: _____

Its: _____

APPROVED AS TO FORM:

Canal Winchester Law Director

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for said County, personally came the above named **City of Canal Winchester**, Ohio, by _____, its Mayor, and acknowledged the signing of the same to be a voluntary act and deed, and the voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

Grand Communities, LLC

By: Todd E. Huss

Its: President

Date:

STATE OF OHIO,
COUNTY OF FRANKLIN, ss:

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for said County, personally come the above named Grand Communities, LLC , by Todd E. Huss, its President and acknowledged the signing of the same to be their voluntary act and deed of said corporation, for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last aforesaid.

Notary Public

ORDINANCE NO. 19-014

AN ORDINANCE TO ACCEPT HILL RD. RIGHT-OF-WAY

WHEREAS, Westport Homes, the owner of property located on Hill Rd. identified as Parcel No. 0370240700, upon which Westport Homes reserved for road right-of-way; and,

WHEREAS, Westport Homes desires to dedicate the 0.921 acre parcel of land to the City of Canal Winchester for road right-of-way purposes; and,

WHEREAS, the Director of Public Service recommends acceptance of the dedication.

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

Section 1. That Council does hereby accept and dedicate the 0.921 parcel of land described in Exhibit A and depicted in Exhibit B for road right-of-way purposes.

Section 2. That Council hereby authorizes and directs the Law Director to record an appropriate General Warranty Deed from Westport Homes, evidencing the acceptance of the road right-of-way dedication as authorized herein.

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

0.995 ACRE

Situated in the State of Ohio, County of Fairfield, Township of Violet, in Section 29, Township 15, Range 20, Congress Lands, being comprised of a part of each of those tracts of land conveyed to Westport Homes, Inc. by deeds of record in Official Record 1686, Page 506 and Official Record 1729, Page 1280, (all references are to the records of the Recorder's Office, Fairfield County, Ohio) and more particularly bounded and described as follows:

BEGINNING at an iron pin set at the southwesterly corner of the subdivision entitled "Canal Cove Section 1", of record in Plat Cabinet 2, Slot 78, in the easterly line of that 0.324 acre tract conveyed to G & B 262 LLC by deed of record in Official Record 1717, Page 3618, in the northerly right-of-way line of Hill Road (County Road 18);

Thence South 81° 44' 02" East, partly with the southerly line of said "Canal Cove Section 1", partly crossing said Westport Homes tracts, and with said northerly right of way line, a distance of 1444.46 feet to an iron pin set in the westerly line of that tract conveyed to Chester Limited Partnership by deeds of record in Deed Book 607, Page 162, Deed Book 607, Page 164 and Deed Book 607, Page 166;

Thence South 04° 46' 24" West, with said westerly line, a distance of 30.06 feet to a magnetic nail set at the southwesterly corner thereof, in the centerline of said Hill Road;

Thence North 81° 44' 02" West, with said centerline, a distance of 1444.27 feet to a 1" solid iron pin found at the southeasterly corner of said 0.324 acre tract;

Thence North 04° 26' 09" East, with the easterly line of said 0.324 acre tract, a distance of 30.07 feet to the POINT OF BEGINNING, containing 0.995 acre of land, more or less, of which 0.921 acre falls within Parcel Number 0370240700 and 0.074 acre falls within Parcel Number 0370240800.

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 herein are based on the Ohio State Plane Coordinate System as per NAD 83. Control for the bearings was from coordinates of monument numbers 4442 and 7761 established by the Franklin County Engineering Department using global positioning procedures and equipment.

This description is based on documents of record, prior plats of survey and observed evidence located by an actual field survey performed in November 2016.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Matthew A Kirk

9 AUG 17

Matthew A. Kirk
Professional Surveyor No. 7865

Date

MAK:jrm
0_995 ac 20160373-VS-BNDY-01.doc

LEGAL DESCRIPTION AND PLAT
MEETS MINIMUM STANDARDS FOR
BOUNDARY SURVEYS. FAIRFIELD
COUNTY ENGINEER.

BY *[Signature]* DATE *8/17/17*

DESCRIPTION REVIEWED AND APPROVED
FOR TRANSFER ONLY. FAIRFIELD COUNTY
AUDITOR/ENGINEER TAX MAPS.

BY *AS* DATE *8/10/17*
90/19393





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

SURVEY OF ACREAGE PARCEL

SECTION 29, TOWNSHIP 15, RANGE 20

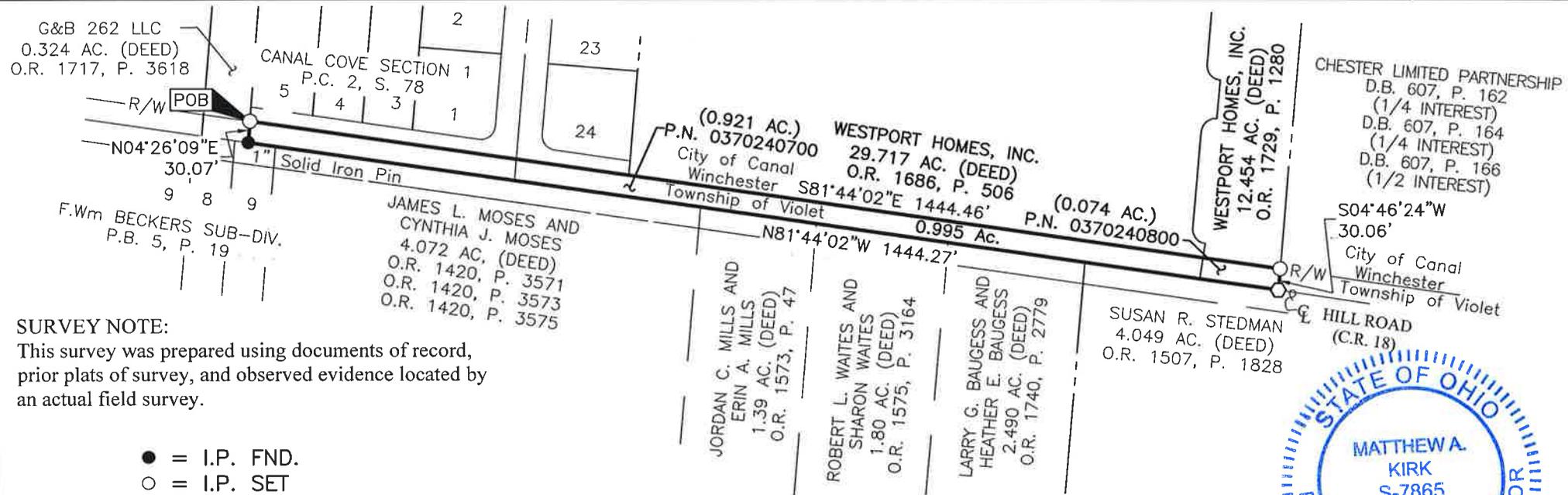
CONGRESS LANDS

TOWNSHIP OF VIOLET, COUNTY OF FAIRFIELD, STATE OF OHIO

Date: August 9, 2017

Scale: 1" = 200'

Job No: 20160373



SURVEY NOTE:

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

- = I.P. FND.
- = I.P. SET
- ⊗ = I.P. RESET
- ⬡ = MAG. NAIL SET
- ⊗ = MAG. NAIL RESET

I.P. Set are 13/16" I.D. iron pipes 30" long with cap inscribed EMHT INC.



GRAPHIC SCALE (in feet)

BASIS OF BEARINGS:

The bearings shown on this survey are based on the Ohio State Plane Coordinate System as per NAD83. Control for the bearings was from coordinates of Monument Numbers 4442 and 7761 established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.



By Matthew A. Kirk Date 9 Aug 17
Matthew A. Kirk Professional Surveyor No. 7865

COUNCIL UPDATE



February 14, 2019

Finance Department
Amanda Jackson, Finance Director

Project Status:

2018 Financial Statement Compilation – We are working on gathering all the information needed for the 2018 financial statements to send to the compiler. This is typically a several month process with the report being completed in May. We are required to file our financial statements with the Auditor of State's Office each year under the Generally Accepted Accounting Principles (GAAP) reporting form which is different than the cash in and out process we use on a daily basis. This compilation converts from the cash basis to the GAAP basis. Once the financials are complete, I will share with Council.



COUNCIL UPDATE

February 15, 2019

Department of Public Service
Matthew C. Peoples, Director

Project Status:

2019 Street Capital Improvement Program: We had the bid opening of the the 2019 Street CIP February 15 and will discuss at the February 19th meetings. This year's project is estimated at \$750,000 and highlights E. Waterloo St., Canal St., Prentiss School Dr., Ashbrook Village, and Westchester Section 3.

Westchester 13 Sanitary Oversizing: The \$135,000 sanitary oversizing agreement with Grand Communities is working through the legislative process.

Hill Rd. R/W: The dedication of the Hill Rd. parcel is going through the legislative process.

McGill Park: OHM has submitted the grant application for the Clean Ohio Trails Fund program for The McGill Park Trail Connector project for a trail that will connect the proposed Phase I McGill Park project, running along Walnut Creek and then along Washington St. to the covered bridge trail. The preliminary estimates are approximately \$900,000 and we are requesting a 50/50 split on the funding.

Additionally, OHM has completed and submitted the application for the Land and Water Conservation Fund grant with an estimated cost of \$2,288,341.00 with a \$500,000 grant request.

Gender Rd. Signal Synchronization Project: EMH&T is finalizing the application for the ODOT on their Signal Timing Program grant to update the Gender Rd. traffic signal synchronization that will include the signals along the Gender Rd. corridor and include the City of Columbus signals at Winchester Pike and Lehman Rd.

Westchester Park Improvements: OHM has submitted a proposal for project design and bidding for the project and we are awaiting final documentation on the NatureWorks grant to proceed.

Office Renovations: We received the cost estimates for the Municipal Building and Community Center office renovations. The Municipal building came in at \$77,300 and the Community Center \$70,100. These projects were included in the debt borrowing we did for the Public Service Facility so no new funds will be needed. We are working to finalize details before we proceed any further.

Gender Road Paving: ODOT has scheduled to pave Gender Rd. from US Rt. 33 to Lithopolis Rd. in FY 2020 (beginning July, 2019) as part of their Urban Paving Program. The program pays 80% of the estimated cost of \$702,273 with the city being responsible for the remaining 20% and all ancillary items such as pavement repairs, guardrail, drainage and lighting.

Gender IV OPWC Project: Project has hit substantial completion with the exception of the traffic signal and street light poles. There has been a delay in the manufacturing of the poles and they are not expected to be installed until February and the contractor will be assessed liquidated damages.