

08/28/90

ORDINANCE NO. 59-90

AN ORDINANCE AMENDING THE ZONING MAP OF THE VILLAGE OF CANAL WINCHESTER BY CHANGING THE ZONING OF CERTAIN PREMISES DESCRIBED HEREIN, OWNED BY WOODROW WILSON, ET AL. FROM RESIDENTIAL (R-2) TO PLANNED UNIT DEVELOPMENT (PUD)

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

SECTION 1. That upon recommendation of the Planning and Zoning Commission and after a public hearing, the zoning map of the Village of Canal Winchester, Ohio, attached to Ordinance No. 10-81, passed April, 1981, and as subsequently amended, be, and the same hereby is, revised and amended by changing the zoning as herein designated from Residential (R-2) to Planned Unit Development (PUD).

SEE ATTACHED DESIGNATION AND DESCRIPTION

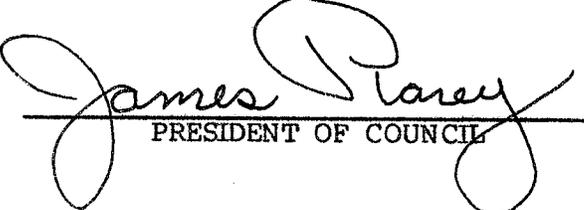
SECTION 2. That the Planning Commission of the Village of Canal Winchester be, and it hereby is, authorized and directed to make the said change on the original zoning map in the office of the Clerk of the Village of Canal Winchester and in the office of the Planning Commission of said village.

SECTION 3. That the zoning of the description set forth herein is hereby changed from Residential (R-2) to Planned Unit Development (PUD).

SECTION 4. That this ordinance is approved subject to the thirty-^{two}~~one~~ (32) conditions which are attached hereto and made a part hereof as accepted by the applicant.

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

DATE PASSED 08/28/90


PRESIDENT OF COUNCIL

ATTEST 
CLERK OF COUNCIL


MAYOR

DATE APPROVED 08/28/90

APPROVED AS TO FORM:


LEGAL COUNSEL

I hereby certify that the within ordinance was published once a week for two consecutive weeks, to-wit: on the 5th day of September, 1990 and on the 12th day of September, 1990, as required by Sections 731.21 and 731.22, Ohio Revised Code.



VILLAGE OF CANAL WINCHESTER
APPLICATION #89-19
ORDINANCE TO REZONE FROM R-2 TO P.U.D.
PRELIMINARY DEVELOPMENT PLAN
ORDINANCE #59-90

RECEIVED

AUG 29 1990

VILLAGE OF CANAL
WINCHESTER
OFFICE MANAGER

Staff recommends approval with the following conditions:

1. Developer shall provide sidewalks, street lighting, and street signage to specifications acceptable to consulting Village Engineer.
2. Developer shall provide screening between commercial development and residential development within the PUD. The screening shall be on the property of the commercial development and be maintained by the commercial property owner. Said screening shall be in the form of a mixture of deciduous trees and evergreens in varying heights not less than eight (8) to twelve (12) feet in height.
3. The developer shall provide for the perpetual maintenance of all commonly owned tracts/parcels within the PUD.
4. Developer shall indicate, on the proposed plat, all lands for commonly held ownership as tracts or parcels.
5. Developer shall provide letters from the gas and electric utility companies indicating their ability to service the PUD.
6. Developer shall indicate, on the proposed plat, maintenance easements for all lakes.
7. Developer shall provide the Village with detailed site plans for the commercial development pods, single-family lots and multi-family development pods within the PUD. Such site plans shall denote statistical information about each pod for building square footage, number of parking spaces, proposed building use, as well as graphically depicting the parking geometrics and project landscaping.
8. Developer shall reserve twenty and one-half (20.5) acres for a future school site at the location denoted on the Preliminary Development Plan (dated: Revised May 14, 1990).
9. Any substantial deviation from the approved golf course layout and concept will require the developer to come before the Village of Canal Winchester Planning and Zoning Board and Council for review and approval. The golf course shall not be redeveloped for any other uses without the approval of the Village of Canal Winchester Planning and Zoning Board and Canal Winchester Council.

10. Developer shall request at a future date Council approval for including, under the PUD status, those lands denoted on the Preliminary Development Plan (dated: Revised May 14, 1990) as "Proposed Future Development."
11. Developer shall respond to requests and requirements as prescribed by the Village Utilities Director (in correspondence dated May 2, 1990) and Village Consulting Engineer (in correspondence dated May 23, 1990 and May 1, 1990). Please see attached Exhibits C and D.
12. The single family residential homes will consist of various building types in size and shape, as well as exterior building materials such as brick, stone, wood, and siding. The homes will be constructed traditionally in style to the central Ohio region.
13. The first phase of development will consist of approximately 50-75 lots as shown in the Preliminary Development Plan. Subsequent phases will consist of various sizes, as well as unit types (single family or multi-family residential). The golf course will be constructed in conformance with final design and engineering which will be subject to and in conformance with necessary approvals of the Village of Canal Winchester T.R.C.
14. Parking areas which are intricate to the design of the multi-family sites and clubhouse will be designed and shown in collaboration with said facilities and future submissions.
15. The proposed development shall consist of a central sewage and water system. The sewage system will be serviced by the waste treatment plant to the south. Adequate acreage, as delineated in Paragraph 1 of Burgess and Niple letter dated May 1, 1990, (see Exhibit D) will be conveyed to the Village to allow for the future expansion of the existing facility. The area conveyed shall be used in part to screen with mounding and plant material by the Village acceptable to the Developer which shall not unreasonably be withheld. The required storm water detention will be provided by the proposed lakes located throughout the golf course or directly discharged into Little Walnut Creek without storm water detention. All electric and telephone lines will be located underground.
16. The proposed sanitary sewer sub-trunk, which will service the existing Village pump stations, located at the northeast corner of The Village at Westchester, shall be constructed at Developer's expense concurrently with The Villages at Winchester's pump station located on the east side of Gender Road.

17. The building heights regarding the residential and non-residential structures, as well as the off-street parking and loading standards, shall comply with the requirements set forth by the Village of Canal Winchester Zoning Ordinance (adopted on July 18, 1990, No. 48-90). The proposed commercial and residential districts will comply with the required gross square footage, setbacks, side yards, off-street parking and loading standards, etc., as set forth in the Village Zoning Ordinance (adopted July 18, 1990, No. 48-90) to the nearest applicable standard district regulation.
18. The developer shall, prior to submission of the Final Development Plan, submit a revised Preliminary Development Plan reflecting not only the location of the 20.5 acre school site (as shown on the Preliminary Development Plan), dated Revised May 14, 1990), but also any of the above conditions describing design, graphic and text changes.
19. When signalization warrant studies are requested by the Village for collector roads intersecting at State Route 674 and Gender Roads, the developer shall provide the studies to the Village at no cost to the Village. Further, if the study does prove justification for any signalization, the developer shall pay the entire cost of said signalization.

Further, when signalization warrant studies are requested by the Village for the intersection of Gender and Groveport Roads, the developer shall pay fifty percent (50%) of the cost of said study to the Village, and if the study does prove justification for any signalization, the developer shall pay fifty percent (50%) of the cost of said signalization. For the signalization at the corner of Gender and Groveport Roads, the developer's responsibility under this condition shall terminate 6 months after the completion of Section 17 of the development.

20. All rights-of-way widths for collector streets shall be sixty (60) feet with a pavement width of thirty-six (36) feet and all rights-of-way for local streets shall be fifty (50) feet (as indicated in correspondence and Pavement Section (referenced as Exhibit H from Burgess & Niple, Ltd., dated June 12, 1990).
21. The developer shall upon Board approval of the Final Development Plan of Section 5 or earlier at the request of the Village Council in the event the east-west collector street has been constructed to a point which enables the conveyance of such site, convey to the Village approximately a two (2) acre park. The location and configuration of the park shall be such that an Olympic swimming pool, clubhouse

and parking amenities can be accommodated within the site. All amenities, with the exception of parking, shall fall outside any floodplain zones. Further, any proposed parking shall abut or be across the street from the proposed school site.

22. The developer shall pay the cost of improvements at the intersections of the major east/west traversing collector, with intersections at both State Route 674 and Gender Road. Said improvements shall include all surfacing and subsurface material to Village standards to accommodate a left-turn lane on south bound Gender Road onto the collector. Further, it shall be completed as traffic studies warrant or prior to the completion of Section 8 as identified on the Phasing Plan dated April 20, 1990.
23. The developer shall preserve, consistent with the plan, all significant stands of trees and other existing vegetation.
24. The developer shall reduce or distribute the residential units within the areas of significant tree stands in such a way to eliminate unnecessary removal or destruction of the trees.
25. The minimum lot size for any single family detached house shall be 8,000 square feet with an average lot size of not less than 9,000 square feet, except that a total of one hundred eight (108) lots in Sections 8 and 9 (as identified on the Phasing Plan, dated April 20, 1990) may have a minimum lot size of 7,200 square feet. Any lot in Section 8 or Section 10 which abuts an existing single family lot shall contain a minimum of 8,400 square feet and shall be a minimum of seventy (70) feet at the building line. No final development plan shall be filed for less than an entire section as shown on the Phasing Plan dated April 20, 1990.
26. Golf Course Improvements:
 - a) Upon submitting his final Development Application and Plan to the Village Planning and Zoning Board for review and approval, the Developer shall present a Final Development Plan which sets forth, Sections (1), (2), the 3.8 acre clubhouse and the routing plan for the 319.4 acre golf course, as identified on the Phasing Plan.
 - b) Once Paragraph (a) has been complied with, the first two sections, which total 132 lots shall be considered for receiving building permits from the Village. Issuance of additional building permits shall not take place until i) the golf course is completed in its entirety and subsequent Final

Development Plans reflecting the remaining sections of the PUD have been submitted for review and approval by the Board or, ii) Final Engineering Plans for the golf course are completed, a copy of the plans are delivered to the Village, and the Escrow Agreement has been fully complied with by the developer.

- c) The developer shall enter into an Escrow Agreement with the Village and TransOhio Title, whereby, the developer will pay into an escrow account \$1,500.00 per single family subdivision lot in Plat Section 1; \$2,000.00 per lot in Plat Section 2; \$2,500.00 per lot in Plat Section 3; \$3,000.00 per lot in Plat Section 4; and, \$3,500.00 per lot in Plat Section 5. For all succeeding plat sections, the developer shall deposit in the Escrow Account \$3,500.00 per single family residential lot and \$10,000.00 per commercial lot. Deposits for multi-family units, for all sections, shall be \$2,000.00 per unit.
- d) The Escrow Agreement shall state that in the event the developer is unable to obtain construction financing for the golf course by November 15, 1990, developer shall establish an Escrow Account with the Escrow Agent. Once the Escrow Account has been established and the developer undertakes construction of the golf course, the funds in the Escrow Account are to be paid to developer in proportion to the percentage of the golf course completed as certified by an engineer. Further, before any funds are distributed from the Escrow Account, the developer shall have provided to the Village Final Engineering Plans for the golf course.
- e) Village Options:
 - i) If the Developer has not commenced construction of the golf course within five (5) years the date this rezoning becomes effective, the Village may elect to construct the golf course. If the Village elects to construct the golf course, such construction shall be in conformance with the Construction Plan submitted to the Village under paragraph 26(B) of this Agreement.
 - ii) Before exercising its option under Paragraph (i), the Village shall give the Developer ninety (90) days

notice of its intention to construct the golf course. The Developer shall have the right during such ninety (90) days period to notify the Village that it shall proceed with such construction. Developer shall then have (90) days from the date he gave the Village notice that he shall construct the golf course, to commence construction of such golf course, which construction shall be diligently pursued until completion of the course.

- iii) If the Developer does not notify the Village that he shall construct such golf course within the ninety (90) day period, or should the Developer fail to commence construction within the time period provided after notification, then the Village shall proceed to let a contract for the construction of such course. The Developer shall within thirty (30) days of the expiration of such (90) day period convey to the Village the golf course lands by marketable title, in fee simple, by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this Agreement.
- iv) All monies, including accumulated principal and interest contained in the Escrow Account called for in Section 26(c) shall become the property of the village upon the Village letting the contract for the construction of the golf course.
- v) The Village shall diligently pursue to completion such golf course upon transfer of the golf course property and the escrow funds shall be used exclusively for golf course construction.

- vi) If at any time TransOhio Title Agency, during the pendency of the Escrow Agreement, not be operating a business location in Franklin County, Ohio, then the Village shall have the right to choose another Escrow Agent for the Escrow Agreement. This choice shall be in the sole discretion of the Village.
27. Developer shall indicate, graphically, the approximate location of a bicycle path within the right-of-way and adjacent to the sidewalk with his submission of the Final Development Plan. Further, the developer shall provide a section and specifications of the proposed bike path.
28. All conditions shall apply not only to the current developer but also to any future entity or entities which might purchase the property in its entirety or sections thereof.
29. Developer shall have no authority to change the order of single family section development provided under the Phasing Plan, dated April 20, 1990 without the approval of the Planning and Zoning Board of the Village, except as provided by Condition 1.
30. Should the developer uncover any significant archaeological artifacts or remains, he shall stop all earth movement in the area until the property authorities have been consulted and the Village has been given appropriate advice by said authorities on how the developer shall proceed to best preserve the uncovered remains.
31. The developer shall complete the construction of the main east/west collector through the development prior to the commencement of any of any development subsequent to the completion of Section 5 (as presented by the Phasing Plan, dated April 20, 1990). Lots which abut the east/west collector may be developed and sold as a part of the construction of the roadway.
32. The developer shall work with and discuss reasonable suggestions with the Village in the pending comprehensive planning process.