



CANAL WINCHESTER CITY COUNCIL COVID-19 ANNOUNCEMENT

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

To access the August 17, 2020 meeting, click the following link.

<https://attendee.gotowebinar.com/register/7519629700513314064>

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

Per the direction of Ohio Attorney General Dave Yost and the Ohio Public Meetings Act, public comments may be accepted prior to a council meeting in lieu of public comments at the meeting. Comments regarding legislation or other topics will be accepted until 3:00 p.m. on the day of the meeting. To submit a comment to City Council click the link below.

[Submit a Comment](#)

Canal Winchester

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



Meeting Agenda

August 17, 2020

6:00 PM

Council Work Session

Mike Coolman - Chair

Jill Amos

Will Bennett

Bob Clark

Patrick Lynch

Chuck Milliken

Mike Walker

A. Call To Order

B. Roll Call

C. Also In Attendance

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

D. Reports

Bill Sims -

Sergeant Hendershot-

E. Request for Council Action

[ORD-20-036](#)

Development

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

- Request to move to full Council

[ORD-20-037](#)

Public Service

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

- Request to move to full Council

F. Items for Discussion

G. Old/New Business

20-168

Police Coverage Update

H. Adjournment

ORDINANCE NO. 20-036

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

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

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

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

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

SANITARY SEWER EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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

GRANTOR:

Three Fountains CW, LLC,
an Ohio limited liability company

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS
COUNTY OF FRANKLIN)

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

Notary Public

My Commission expires: _____

EXHIBIT A

FRANKLIN COUNTY, OH

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

Instrument #: 202006080079097

Page: 5 of 7

8.603 ACRES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

N-012-FFA
ALL OF
(184)
002267

EVANS, MECHWART, HAMBLETON & TILTON, INC.

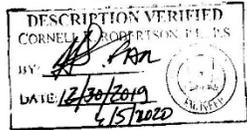
Matthew A. Kirk

10 Dec 19

Matthew A. Kirk

Date

Professional Surveyor No. 7865



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

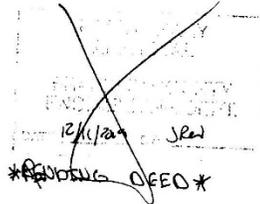


EXHIBIT B

**SANITARY SEWER EASEMENT
0.827 ACRE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SANITARY SEWER EASEMENT
0.827 ACRE**

-2-

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

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

Matthew A Kirk

29 JULY 20

Matthew A. Kirk
Professional Surveyor No. 7865

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





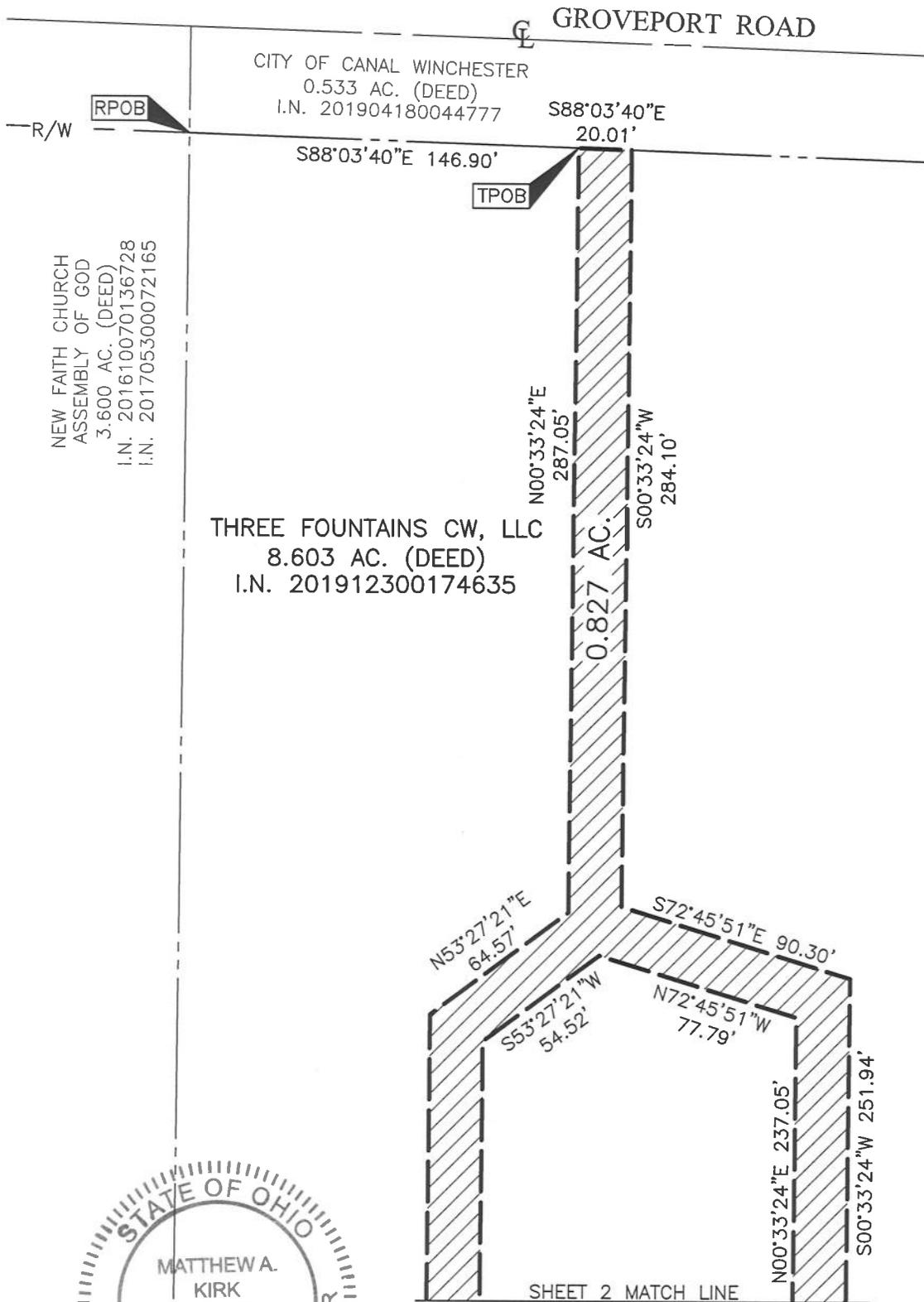
Evans, Mechwart, Hambleton & Tilton, Inc.
 Engineers • Surveyors • Planners • Scientists
 5500 New Albany Road, Columbus, OH 43054
 Phone: 614.775.4500 Toll Free: 888.775.3648
 emht.com

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

Date: July 29, 2020

Job No: 2019-0401

Scale: 1" = 60'



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 Xrefs:



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





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

SANITARY SEWER EASEMENT

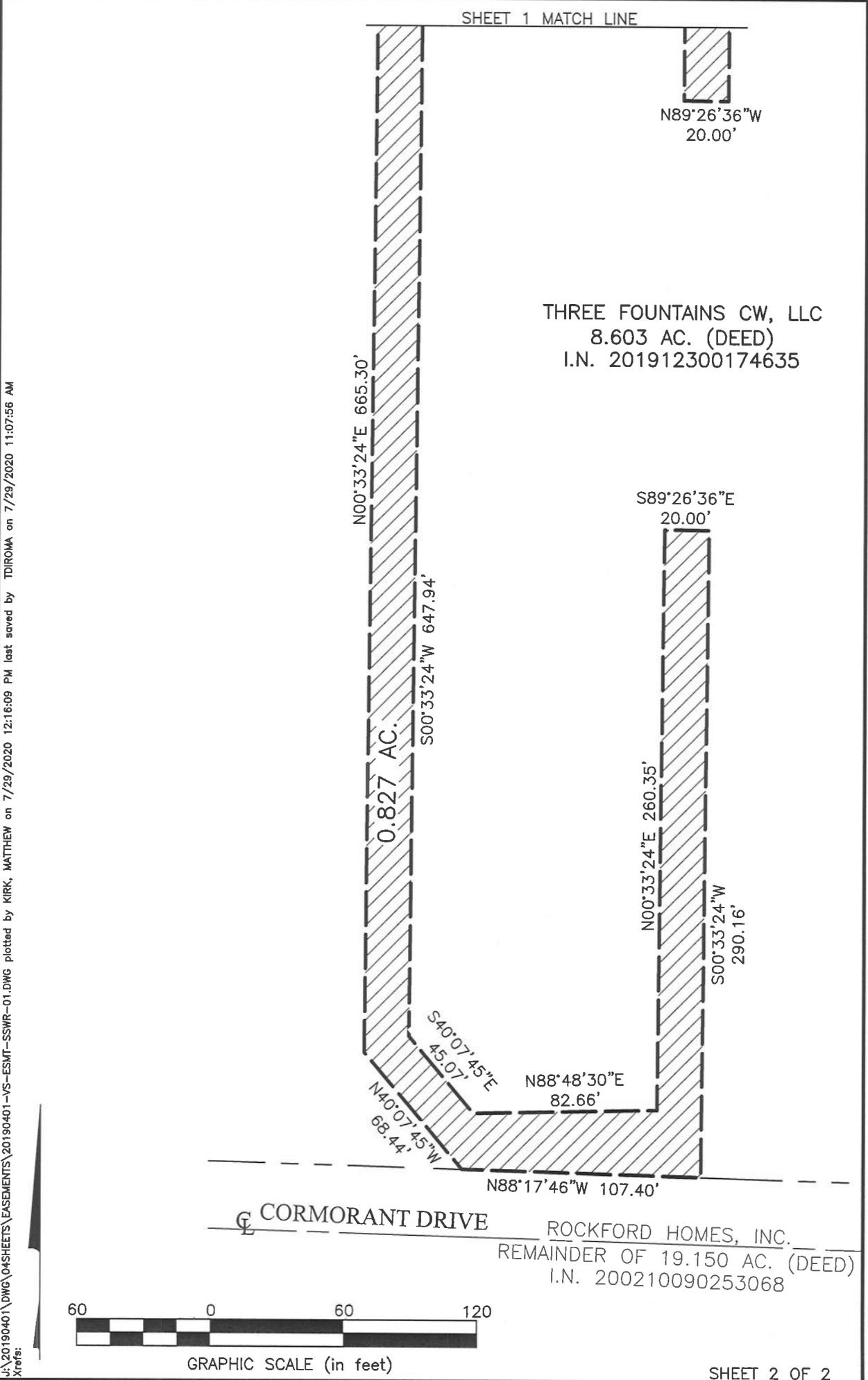
SECTION 25, TOWNSHIP 11, RANGE 21
 CONGRESS LANDS
 CITY OF CANAL WINCHESTER,
 COUNTY OF FRANKLIN, STATE OF OHIO

Date: July 29, 2020

Job No: 2019-0401

Scale: 1" = 60'

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ORDINANCE NO. 20-037

AN ORDINANCE TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A CONTRACT WITH MG ABBOTT, INC FOR THE WATER RECLAMATION FACILITY GENERATOR REPLACEMENT PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the current Water Reclamation Facility (WRF) generator, installed in 1988, lacks the capacity to fully serve the needs of the current facility and needs replaced with a larger unit that will serve future facility expansions; and,

WHEREAS, it is the recommendation of the Director of Public Service, Construction Services Administrator and Municipal Engineer to award the contract for the WRF Generator Replacement Project to M.G. Abbott, Inc.; and,

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 MG Abbott, Inc. for the WRF Generator Replacement Project.

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

Section 1. That the Mayor or designee be, and hereby is, authorized and directed to enter into a contract for the WRF Generator Replacement Project, in a form acceptable to the Law Director, with MG Abbott, Inc. in the amount of \$403,750.

Section 2. That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of public health, safety, and welfare, such an emergency arising from the need to meet a specific construction schedule; wherefore this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Clerk of Council/Finance Director



August 11, 2020

William E. Sims
Construction Services Administrator
City of Canal Winchester
36 S. High St.
Canal Winchester, OH 43110

Re: 2020 Water Reclamation Facility Stand-By Generator Replacement
Job No. 19-031

Dear Mr. Sims:

Bids were received for the above mentioned Project on August 7, 2020 at the City offices. A copy of the bid tabulation is enclosed. The lowest responsible bidder for the Project is M.G. Abbott, Inc. Their documentation is complete. Based on the information provided and the scope of the Work, M.G. Abbott, Inc. has the ability, the resources, and the experience to properly complete the Project in accordance with the Contract Documents.

Bird+Bull, Inc. is recommending that the City of Canal Wincehster award the Contract to M.G. Abbott, Inc.

Bids were received for a base bid on this Project. The BASE BID for this Project is \$403,750.00. We would recommend you award the Base Bid on this Project for \$403,750.00. The Engineer's Estimate (Base Bid) for this Project was \$420,000.00.

I trust that this information is sufficient for your needs. If you should have any questions, please contact me at your convenience.

Respectfully,

Bird+Bull, Inc.

A handwritten signature in blue ink, appearing to read "Michael J. Crane", is written over a horizontal line.

Michael J. Crane, P.E.
Project Engineer

Cc: Matthew Peoples, *Director of Public Service*
Steve Smith, *Supt. of Water Reclamation*

CITY OF CANAL WINCHESTER
2020 WRF STAND-BY GENERATOR REPLACEMENT PROJECT

Bid Date: August 7, 2020

BID TABULATION

ENGINEER'S ESTIMATE :	\$420,000.00				
CONTRACTOR:	M.G. Abbott, Inc.	Claypool Electric, Inc.	Proline Electric, Inc.	Knight Electric, Inc.	Jess Howard Electric Co.
Lump Sum Base Bid Sub-Total	\$393,750.00	\$396,400.00	\$421,200.00	\$428,234.00	\$459,205.00
Cash Allowance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Lump Sum Base Bid TOTAL	\$403,750.00	\$406,400.00	\$431,200.00	\$438,234.00	\$469,205.00
Bid Form Complete	YES	YES	YES	YES	YES
Receipt of Addenda Acknowledged	YES	YES	YES	YES	YES
Lump Sum Bid Price(s)	YES	YES	YES	YES	YES
Name and Address of Bidder	YES	YES	YES	YES	YES
Bid Signed & Dated	YES	YES	YES	YES	YES
Federal Tax I.D Number	YES	YES	YES	YES	YES
Evidence of Authority to Sign	YES	YES	YES	YES	YES
Proposal Bond (Bid Guaranty) Signed and Sealed	YES	YES	YES	YES	YES
Non-Collusion Affidavit	YES	YES	NO	NO	YES
Signed Debarment Statement	YES	YES	NO	NO	NO
Corporate Affidavit	YES	YES	NO	NO	YES
Contractor's Personal Property Tax Affidavit	YES	YES	NO	NO	YES
Contractor's Qualifications Statement	YES	NO	NO	NO	YES
Contractor's EEO Certification	YES	YES	NO	NO	YES



3500 Snouffer Road, Suite 225
 Columbus, OH 43235
 Phone: (614) 761-1661 Fax: (614) 761-1328
 www.birdbull.com