

Canal Winchester

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



Meeting Agenda

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
- B. Pledge of Allegiance - Lynch
- C. Roll Call
- 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](#))

- E. Communications & Petitions - NONE

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

- 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 a vote on this ordinance this evening.**

[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

[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

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

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

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

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

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

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

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

[ORD-19-009](#)*Development*

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

- *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*

[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*

[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*

[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*

[ORD-19-014](#)*Public Service*

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

- *First Reading Only*

I. Reports*Mayor's Report*

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

*Fairfield County Sheriff**Law Director**Finance Director*

[19-013](#) [Finance Director's Report, January 2019 Financial Statements](#)

Public Service Director

[19-011](#) [Public Service Project Updates, Construction Services Update](#)

Development Director

[19-012](#)

[Development Report](#)

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

CWICC

CWJRD

Destination: Canal Winchester

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

January 22, 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 6:00 p.m.

B. Roll Call

Present 5 – Amos, Clark, Coolman, Jarvis, Walker

Absent 2 – Bennett, Lynch

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

Yes 5 – Walker, Clark, Amos, Coolman, Jarvis

C. Also In Attendance

Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Rick Brown, Joe Taylor, Sargent Cassel

D. Reports

Dick Miller - thank you Mr. Walker; I had a street tree advisory board meeting scheduled for this evening, in this room; we've moved over to the Interurban; as soon as I get done here, I'm heading for my meeting over there; if you can visualize the row of evergreen trees along the north side of the water reclamation plant – we recently had some phone calls from residents in Westchester that they could see the white paint of the buildings, and plastic, and whatever they're looking at through that stand of evergreens; Matt, do you know about what year those would've been planted? Peoples: '91, I believe; Miller: Okay so they're a good size, some about 25-feet tall; some of them in the derecho lost some of their footing, and have leaned; some pruning has been done – in any event, we've been getting some calls about that, so we have decided to plant a new planting, at least in part of that – at least the most visible part; we are going to do a new planting of 100 new trees; they're just going to be 40-inch tall plants that we are going to rent an auger, and get them all in one day; we are going to plant 5 different species, so we don't have a monoculture there if insects or disease create a problem; it didn't come out of my budget, it came out of Steve Smith's budget; we are going to do all the labor, and pick up the trees, and bring them back, and get those in the ground; should be in the ground by April 20th; we'll make sure to take care of those trees; also, another project in 2019 will be to carry out an on the ground-up tree canopy survey; we will actually set out a grid, and we will walk that grid; hopefully with the help of one of the urban foresters for the state of Ohio; we will take a survey, and we have to do a minimum number of points to be statistically correct; at each of the locations, we'll take a reading of the percent of canopy coverage; we think we can do this all in 5 days, and get at least the minimum – we're going to go over the minimum though; we'll figure out what our percent of canopy coverage; we did a study using 1913 data, but we did it with aerial photographs; we did another study in '04 with aerial photographs; this time around, we want to do an on-the-ground-up survey; Jarvis: Is there a notional target for what canopy would be desirable? Miller: Columbus has been on again, off again about their tree planting; they had set a goal between 30%-40%; that's very glass-half-full kind of numbers; Atlanta was one of the top big cities in the country at about 40%; in the last 20 years, I think they're below 30% because of development; who knows what warming

will do to that over the next half century; our goal is 25%, which is a very realistic number, I think; usually around the 1st of February we start cutting the roadside perennials – that’s a bigger job than you know; getting those perennials – the beds along Diley Road, the islands on Gender Road, that sort of thing – we’ve got quite a few of those to cut; in December of ’18, we had removed 22 large standing dead trees; they removed as planned, I had previously announced that; the areas were considered to have potential targets, should those trees fail; these trees were in the s-turn on Washington Street, they were in the wooded portion of Westchester Park, and they were near the covered bridge in the James Kelly Preserve; if you saw some big, giant trees that look like they crashed down – they were taken down on purpose, for good reason; that’s all I have.

Bennett joined the meeting at 6:07pm

Bill Sims -

19-008 EMH&T Update

Thank you Mr. Walker; Gender Road Phase IV: we’re still waiting on the traffic signal poles – we were expecting them in mid-to-late January, but there was a 2-week manufacturer delay, so now it’s looking like mid-to-late February at this point; which, if the weather continues like this, it’s probably better anyways I suppose; typically, since we have some concrete work to do after the poles are installed; we are also waiting for South Central Power to make a street light electrical connection; that could be any day at this point; we are working on the 2019 Street Program – we had contract books, bid sets delivered from EMH&T this morning; the project will be advertised tomorrow, and with the bid opening being February 15th, you will probably see something first thing in March; we are looking forward to that, spring is right around the corner believe it or not; Westchester 13 off of Lithopolis Road – sanitary sewer is now installed, contractor is now working on the water main installation; Crossroads Church has been kind of on and off at this point, they’re fighting the weather to get a good, stable pathway back to the building pad, so they can actually get construction traffic out to the site; it’s been a little rough with the weather, it’s very wet out at the site; they’re not anticipating getting started on utility work for 2 or 3 more weeks at this point; the new NIFCO project on Robinette Way has been underway for a little while; they’re going gangbusters out there – the building pad is done, and they’ve started on foundations; it’s a pretty big site, it’s good to see something going on out there; Turning Stone on High and 33 – they started sanitary sewer installation this morning; they’ve probably got 6-8 weeks of utility work out there on that project to keep them busy, until we get better weather; working on some records organization – primarily plans; we are still pulling our old stuff, and getting it to a new organizational system in the records room at the public service facility; Mr. Spencer was not able to be here tonight, but he did include a written report in your packets there; some of it I touched on with the street program; they have been working on some traffic studies for us; Matt has been working with Shane on funding for the Gender Road signal timing, which is something that as soon as the new signals are up, will be a nice endeavor to start working on whatever corrections or modifications to that corridor that need to happen; the High Street rail crossing replacement – we signed an MOU, sent it back to the railroad, they had some comments there at the holidays, and I sent back replies; we are awaiting new comments; hopefully we can get that wrapped up soon, so we can start organizing for that; Jarvis: Westchester 13 – there was some concern for potential impact to private wells; nothing materialized? Sims: Ultimately, 2 homes were impacted; Jarvis: The same

original 2? Sims: One resident – their well was completely replaced, they drilled a new well as a replacement; both homes had very shallow wells – they basically have a new water system, with a new pump as well; the neighboring property had its pump replaced, and a contractor was coming to clean the well as well; Fischer Homes has been working closely with those two properties to make sure they're taken care of; both residents are satisfied with where they're at now; I think they're concerned with what the future holds, because there is a pond basin being dug out back, and then basements, and so forth; any impacts it may have ultimately to the groundwater to that area; it's a little tough to tell – they've been dewatering from that site for a few months at this point; they still have a well by the first sanitary manhole, trying to keep the groundwater table down; they have a leak in there – if the water level gets too high, it ultimately gets into Steve's sewer system; they're waiting on the parts to fix that; once all the pumps are off, and everything is removed, and the ground is given time to stabilize, it should be fine; Jarvis: What's the statute of limitations on – let's say there's a latent defect that affects those property owners – would Fischer Homes be there 10 years from now? Sims: From a legal standpoint, I have no idea, that would be a Gene question on something like that; I'm sure water rights are; I've assured both property owners that we will stay in contact with them, and checking in with them as the site nears its completion; we can be sure that those are addressed before we accept; Jarvis: Worst-case-scenario would be that they'd have to go deeper, right? The groundwater is there, it's just – Sims: The one well was only 10 feet deeper or so – Jarvis: That was real shallow, wasn't it? Sims: Both were about 25-feet deep, which really isn't that deep, so; Jarvis: Alright Bill, one more topic – Turning Stone – you were talking about the sewer work going in over there; the main sewer trunk is pretty close to the surface, right? Does this require a lift station somewhere in there? Sims: It does not, it will be all gravity sewer; the structures they're putting in there do not have basements; I think probably the shallowest spot in there will be about 5 feet deep; in my neighborhood, it's only 5 feet deep; there's not an issue with that; they are able to serve the whole site; Jarvis: Very good, I could see that as a future issue – if there was a lift station in the middle of a development; Sims: We don't want them if we don't have to have them; they're just another source of maintenance costs and odors.

Steve Smith - Amanda asked me to check this, to make sure it's on – good evening everybody; I thought I'd throw a few facts at you from 2018, you all know I'm kind of a statistician; fact is, no sanitary sewer overflows, no water in basements, and no personal injury accidents in the entire year of 2018; rainfall – everybody thinks it was the wettest year ever – it was actually wetter last year; we were actually 7 inches wetter in 2011; we had 248 days of precipitation; that means more than 2 out of every 3 day, it had some form of rain in town; I was privy to that at the Labor Day festival; the NEPDS permit reflected our good stewardship with Walnut Creek, and because of that, they didn't change any of the parameters, which means a savings of a million dollars over the life of the permit, which directly reflects on our rates; flow at the plant increased by 11%; we had our first year of treating brewery waste, where our incoming sewage strength went up by 154% - that was kind of interesting, we didn't have any violations because of that; with process improvements at the plant that we did at our last upgrade, we were able to increase our sludge production by 125%, which means that we were able to save some money there; we came in 17% under budget for our sludge in 2018; Mr. Walker asked me one time about a little fact I mentioned a while back – we had 129 tons of wet sludge hauled; with an estimated population of 10,000 people, that means that each person produced a block of sludge approximately

376 pounds in weight; that would equate to a block – 1.7 feet cubed; when you see that truck, that wagon going down the road; it's not something weird – part of you is in there; everybody contributes; our EPA permit requires an 85% removal rate; we set a new record at 99% removal of pollutants, which is really good for a 2-stage plant; typically, you'd use tertiary filtration to get that good; we're happy with that; we had 11 incidents of severe damage to equipment due to flushable wipes, over the process at the plant; different lift stations – we're in the process of upgrading those to pumps that are more amenable to passing those kind of solids; lastly, we had great success of odor control situation; we had 0 complaints of odors in Westchester; first time since I've been here, I've been here over a decade, that we have had no complaints; it's working very well, and it's paid us back in space with production of hydrogen sulfide, and also reducing our system from being eaten alive by the hydrogen sulfide – it acidifies and eats the concrete; anything I can answer for you, please let me know; Walker: I'd like to thank you for getting back with me on that information.

Shawn Starcher - thank you Mr. Walker; as you all well know, we dodged a bullet this weekend; I am pretty thankful that just about every meteorologist in central Ohio got it wrong; as you all know, the rain/snow line tracked farther north – even watching the fifteen models that I watched all weekend long, it still wasn't accurate; they were showing freezing rain in the area, and it was nothing but just rain; at a certain point, you have to walk away from it and wait until the stuff gets here; fantastic job to work with the Fairfield county guys, the deputies, they are great to work with; they helped us out a lot with private contractors doing some things they shouldn't be doing, residents blowing their snow out into the road; they give us a hand in taking care of those situations; the other departments – Joe, Steve, and Dick helping out with our snow crews, with battling the snow and ice removal; extremely pleased with the guys for their efforts with the second major storm; two totally different storms that we've had this year; the numbers are pretty much the same – the first storm came in the 12th and 13th, with 6 inches of snow; just to give you some numbers real quick – 60+ tons of salt used, 147 man hours on that storm, 13 guys, 251 gallons of brine just for that storm; we cleared that storm – we had everything – arterial streets, secondary's, parking lots, sidewalks, bike paths, in about 32 hours or less, which I think is pretty amazing; the second storm – we were 3-4 inches of snow, it happened very fast; it started about 10 o'clock, and it snowed solid until about 4-5am; we had 52 tons of salt used; 129 man hours, with 12 guys; we still had that storm cleared within about 32 hours; the difference was the temperatures, and the salt not being effective with temperatures below 15 degrees; you have to add an additive, which we do, we do a brine; basically the brine – the pre-wetting – we pre-wet our salt, and it comes out kind of like oatmeal on the roadways; it creates that chemical reaction faster; the problem is, once you create that chemical reaction, you have a short window of time to get that removed, because that solution mixed with the snow, it can dilute very quickly; it turns to water, and the water freezes; with the temperatures that way, and dipping down, we have a short window of time to get that removed; that was the challenge this time; the guys did a great job; that's why you might see our arterial streets are clear – even some of our secondary's, and subdivisions, but the cul-de-sacs may have some snow packed on them; it's kind of – you can get it to melt, but you have to get it off or you create an ice skating rink; I know that a lot of the counties and municipalities were having the same issues; they were dealing with the refreezing, and drifting; we had winds, and we had to deal with drifting in some areas; the guys did a fantastic job – we went through just about 200 tons of salt this year; we are in good shape; we had

about 300+ left in the barn, and I just ordered 250, they started delivering today; we are in good shape – equipment wise, we just have some minor repairs; the only casualty we had was a blown hydraulic line, and we fixed that today within about a half hour; the guys are a little tired, and we're just trying to recoup through the week, and I've got my fingers crossed that we don't have a storm this weekend, so the guys can relax; Walker: If you will express to everybody back at the shop our thanks as well; Starcher: We have got a lot of good emails and phone calls from residents this year; I pass those onto our staff – it means a lot, it really does; Amos: Mr. Starcher, was your group the one that trimmed trees recently? Peoples: That was Dick; Amos: I had a resident ask me because they thought the tree was missing lots of limbs; Starcher: It was on our web tracker; Peoples: He did respond to that – I'm not sure if it's the same resident; we do get some complaints when the pruning happens on more mature trees; now that Dick has an employee of his own, we're hoping to get on those trees ahead of time, so we're not pruning 6-inch limbs at a time, and more like 3-inch limbs; Amos: Thank you, I appreciate that.

Joe Taylor - Good evening; back in December, we did a well cleaning at number 5; we had to do a motor repair; all the onsite wells, and all of the wells – including Lieberman, have been cleaned and inspected in the last 5 years; we're working with Bird & Bull right now to do some VFD installations on 2 of the high service pumps that currently do not have variable frequency drives; that just gives us a little more operational opportunities to run 2 pumps, and try to slow them down, so we're not surcharging the lines in the summer, when the demand is higher; in December, we pumped 24.5 million gallons, with an average of 749,000 a day; hardness averaged 130 in December, which was a little higher, but that can be a result of just one day being a little elevated; in 2018, we pumped 249.9 million gallons; that was up 40 million from 2017, and with the expansion, and the growing of some of the developments, and also BrewDog was 15.47 million of that, so they were a decent percentage of that rise; the yearly hardness in 2018 was 120 milligrams per liter average, which we lowered from 140 in 2017; we were able to do that off of just reviewing our coupon samples, and stuff like that, and making sure we weren't causing any issues with corrosion control; we received no violations in 2018; the AMI metering installations are ongoing, we're around 1,420; we're getting close to halfway, I would've liked to have had a little more installed last year, but hopefully we can get a pretty big jump on it; we did repair a water line break on Walnutview Court South in November; we will be digging that up and relooking at the pipe, and expanding the hole when the weather is a little bit better; we may have to go in and splice in a new section there, there's some deterioration at that pipe; replaced the service line on 375 Sarwil; the line had actually gone directly underneath and through a tree, and it began a leak; we went ahead and replaced it, and relocated it around the tree, we didn't disturb the street; just had a couple of water quality calls – one of them was from a plumbing contractor that shutoff the water to a business, and they didn't know about it; they were just doing some plumbing work, and when they turned it back on, they shot a bunch of air into the lines and stirred them up; another was a call from a salesman, a water-softening salesman that was telling them that they needed a system that they really don't need; everything tested great, and looked great on both sites; Walker: Sale not made? Taylor: I'm not sure whether they sold them anything; the water was perfectly fine, it was as if it left the plant; the hardness on that day was 118 – we pulled from 2 separate samples; the samples were very close, one of them had a little higher manganese, and that could just be the line; Walker: Typically not wanting to go any lower than 120 as a norm? Taylor: The EPA used to say that 80-120 is where they liked it, but they've actually

backed off from that, with the corrosion control; they've actually said that they like to see it closer to 120, so that's kind of where we're leaving our mark at; it's actually reduced a lot of the complaints of the calcium deposition; Walker: Lowering it from the 140 to the 120? Taylor: Yes; Walker: Very, very few quality complaints? Taylor: Yes, it's definitely reduced; we very seldom get a complaint right now; if you ask somebody, they'll say "yeah, it's bad"; when you're sitting around, and you don't get the calls – that's more of an indicator to me.

Sargent Cassel - Good evening, I have the stats for December; total downtime possible was 89,280 minutes; total downtime actual was 63,246 minutes; total busy time was 70.84% - December is a busy month for us, so I don't want you to be alarmed by that number, there's a lot going on in the holiday months; dispatched calls: 493; pick-up runs: 1,132; multiple unit calls: 268; reports: 127; addendums: 37; F.I. cards: 0; civil paper attempts: 15; civil papers served: 15; building checks: 3,713; vacation checks: 398 – that's a lot, I like to see that, that means the people are using the program; traffic stops: 67; citations: 51; warnings: 48; felony arrests: 4; misdemeanor arrests: 17; warrant arrests: 9; OVI arrests: 1; probate/pink slips: 5; charge packets: 0; summons in lieu of arrest: 10; misdemeanor charges filed: 86; felony charges filed: 10; it was a pretty busy month, I think everything is going well on our side of the ball, and I think we're going to have a great year; that's all I have; Amos: Sergeant Cassel, on the misdemeanor charges filed – there's 2 days, one says 42, and one is 16 – it just stands out; Cassel: I can arrest you, and that would be a charge filed; or I could investigate the crime, and file the charges through the court; sometimes the numbers will be different.

E. Request for Council Action

RES-19-002
Public Service

A Resolution Authorizing The Mayor To Apply For An Ohio Department Of Natural Resources (ODNR) Clean Ohio Trails Fund Grant For Improvements To McGill Park ([Resolution](#))

- Request to move to full Council

Peoples: thank you Mr. Walker; as we've reported, we are looking to do a Clean Ohio Trails Fund Grant; the total amount for that is a \$500,000 grant; this would be for a trail that would connect our proposed Phase I McGill Park project along the creek, all the way to Washington Street, along Washington Street to the covered bridge; it would connect the Gender and Groveport Road trail along Thrush Drive, Dietz Drive, down to the covered bridge; that would connect over with McGill – we eventually would like to get a loop back around – it would be the connector for that; it's an (up to) \$500,000 grant; we have not determined what the price of the project is yet; OHM is working on that right now; this is some authorizing legislation to have us approved to go through that grant process; Clark: What's our local match on that – nothing, or? Peoples: Local match is 80/20 – Haire: You have to have 20% local match on the project; we're still working on the preliminary design, and the alignment, and that's really going to impact what the costs are for the project; Jackson: From a timing perspective, this application is due February 1st, that's why we had to bring the resolution to you this evening; Amos: Mr. Peoples – are lights included on the project? Or would this be unlit? Peoples: It would be unlit; Haire: There's a few areas where there's likely going to need some bridges, there's some stream crossings that are going to

take place, and that's the biggest unknown; Amos: Does any of this property fall on the wetlands that would require us to get additional permits? Haire: No – most of it is an old logging road that's already cleared and graded; Peoples: It sits right on top of the creek, about 20 feet up; if we get some bridges through there – it'll also go through the property that Ashbrook Village donated to us about 2 years ago; Jarvis: I may have misread this in your report Mr. Peoples, the overall cost of McGill Park is currently estimated around the \$2.3 million? Peoples: For the grand scheme, all of it – that's about \$7.5 million; that's fully blown out – Jarvis: All the buildings? Peoples: All the buildings, all the fields, the conference center is \$2 million by itself; Jarvis: Okay, the \$2.3 million – can you help me figure out what that is for? Peoples: The \$2.3 million is for the first phase that were walking about, that we put in for Nature Works grant; that's also a \$500,000 grant – that was to do the entrance road, the natural play playground – that would be on your right-hand side as you're going in the entrance, the 4 soccer fields that are adjacent to Winchester-Lithopolis Road; it also has a trail – a shelter house, and parking to go along with the soccer field and the playground area; Jarvis: The \$7 million is inclusive of this phase as well? Peoples: Yes; Jarvis: It would also reflect this trail? Peoples: The trail, in the \$7.5 million, stopped at Washington Street – in order for this to be an eligible project for the Clean Ohio Trail fund, it would have to be a connector – that's why we extended it; Jarvis: So it's really kind of offsite, but it is related because it connects? Peoples: Yes; Clark: So you don't know at this point what the total cost of connecting everything, but you will know that before you send the application in – so you'll know that it's much more than the \$500,000, so it'll put us way over the 20%; Haire: I don't necessarily anticipate it being much more than \$500,000 for the trail project; we don't know what that number is yet; Peoples: The bridges – that would be my only concern; from a trail standpoint, I agree with Luke; there is one bridge we have to get over, and that's that piece that connects our property to the Ashbrook Village donated property; there's a very large gully through there, and it goes pretty far back into the park; Haire: We'll run preliminary scoring on it, to figure out what makes the most sense for a match; sometimes, it's more advantageous to provide more funding, because you'll score more points; we'll consider that, too; Bennett: At what price point do we not apply for this grant? Peoples: I don't know that we've gone down that far, just because of the unknown with the bridge, that we were apprehensive about; what we're hoping is that this gets that bridge for us, just because we know it's such a huge undertaking; Bennett: I'm just trying to get a grasp on how much I'm potentially approving on spending; Haire: The idea is to try and leverage any source of funding we can get; Bennett: I completely agree; Haire: We didn't land the water conservation fund; we'll probably be back before you in the winter to talk about Nature Works; every funding source for parks out there – we're also looking to apply for private grants as well; People: You're concerned with putting a cap on this, here; very conservatively, I think this is not going to be over a million – that's very conservatively.

Amos: When/if we get awarded these grants, is there a timeline we have to use them in? Peoples: Each grant has a specific timeline on them; we were notified in October of the Westchester grant that we got; we had to wait until late December, when they went through the Ohio controlling board to actually appropriate that money for us; now we're going through the design process – is it the June date that the money is available? Haire: It'll be available in June, and we have a year to spend it; Amos: Thank you; Clark: If you don't build it in that year, they can take that money back, right? Haire: Yes; Peoples: Typically, we do the same thing with OWDPC; they're on the same kind of cycle – the money isn't

available until July 1st, and we always design up until that point; typically, we're designing until the next spring – as Bill just talked about, we're doing advertising now for projects; we'll typically do the same thing, we'll just advertise in the later winter/early spring.

A motion was made by Bennett to move RES-19-002 to full council, seconded by Amos. The motion carried with the following vote:

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

ORD-19-003

Finance

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

- Request to move to full Council

Jackson: This is an annual contract that we enter into; I will start this conversation by saying that this isn't a contract that we use a lot; over the past 4 years, I think we've spent about \$30 on this contract; it is one that we like to have in place, in case these situations that come up, where if we do have someone arrested that needs to take advantage of these services; with that, this is pretty standard – the fees have not changed, it is still \$30 per case; one of the big reasons that we don't use this a whole lot any more is that we actually have a prosecutor in Franklin County that we pay separately, that handles the majority of our cases, which gives us a lot more control over how those cases are handled; that has been going on since 2015, but we like to keep this in place as a backup.

A motion was made by Clark to move ORD-19-003 to full council, seconded by Bennett. The motion carried with the following vote:

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

ORD-19-004

Finance

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](#))

- Request to move to full Council

Sims: We had granted some easements for some new electric lines at the beginning of the Gender Road process; this series of easements in the description over existing South Central Lines – west of Gender Road – the properties through there are quite a hodge podge; we've acquired them over the last several years; this will kind of clean up the nightmare of how the easements lie in there; this is primarily for the overhead existing South Central power lines that are currently there, on the properties that we control in that area; nothing new happening here; Jarvis: I'm kind of curious as to how this works – those lines have been there for a long time; they're running along the old canal route, which was an easement for transportation; the utilities came right in there with them – regardless of who owned it, weren't those easements there from the beginning? Sims: if something is preexisting from when we took the property, there could be an assumed easement on it; then you have the argument on what it entails, things of that

nature; this cleans up all of that; South Central had easements with the railroad, they had easements with ODNR as well for the canal lands and so forth; those had terms to them, so they were not forever; they're essentially needed – maybe because their terms are ending with DNR, or where we purchased the property from; Jarvis: Does this situation exist anywhere else in the city? Sims: Not like that; South Central has a lot of old easements in town; we've encountered them on most of the major road projects, but I don't know that they've been so difficult to comprehend, when you're trying to determine who has rights where; it's a hodge podge, we still have property owners that don't understand that yeah they have property that's in the canal, but they relinquished all the rights to that a long time ago – you can look on the auditor's website and see the little strip of land that has the person's name attached to it, it's all eaten up in the old canal easements.

A motion was made by Amos to move ORD-19-004 to full council, seconded by Bennett. The motion carried with the following vote:

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

F. Items for Discussion

G. Old/New Business

H. Adjournment

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

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

Adjourn @ 6:46 p.m.

Canal Winchester

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



Meeting Minutes - DRAFT

January 22, 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 7:06 p.m.*
- B. Pledge of Allegiance - Jarvis**
- C.** *Present 6 – Amos, Bennett, Clark, Coolman, Jarvis, Walker*
Absent 1 – Lynch
- Roll Call** ***A motion was made by Bennett to excuse Mr. Lynch, seconded by Coolman. The motion carried with the following vote:***
Yes 6 – Bennett, Coolman, Amos, Clark, Jarvis, Walker

D. Approval of Minutes

[MIN-19-003](#) 1-7-19 Organizational Meeting Minutes ([Org Meeting Minutes](#))

[MIN-19-004](#) 1-7-19 Work Session Minutes ([Work Session Minutes](#))

[MIN-19-005](#) 1-7-19 City Council Meeting Minutes ([Council Minutes](#))

A motion was made by Coolman to approve MIN-19-003, MIN-19-004, & MIN-19-005, seconded by Amos. The motion carried with the following vote:

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

E. Communications & Petitions**F. Public Comments - Five Minute Limit Per Person**

Steve Donahue, 257 Old Coach Place: I'm here on behalf of the Canal Winchester Historical Society, and National Barber Museum & Hall of Fame; unfortunately, I was selected as the president – Larry Flowers is the vice president; he's in Arizona, too bad for him; Dave Keiser is the treasurer, and Billy Conrad is the secretary; what they used to do, years ago, was attend some of these meetings; we have on our calendar when we are going to attend these meetings – it might be myself, Mr. Flowers, or an officer if one of us can't make it; as well as this, we have a rep on Destination, who is going to report to us; we have a rep on – not the Planning & Zoning – the Landmarks Committee, and we'll also be attending the school board meetings; first of all, we want to thank you guys for everything you do, the support that you give the Historical Society; these brochures that you have are currently being sent to be reprinted, because we used all that we had a year ago, and that came from the \$2,000 grant, so we appreciate that; some things that are going on at the museum – I gave you an attendance report from when we opened on May 5th; this is not current, but for the end of the year, we had 959 from May to the end of the year; we had visitors from 8 different countries, and 25 states; I've attached to the attendance report – you'll see a

gentleman shaving a person there; he's from Poland; the second page is an article from a Polish magazine, about our museum; this guy has his own cologne, and it's over 100 years old; he's coming back in March to spend 3 days in the library, to go over some things; it's actually pretty cool – we're getting things from everywhere, and people from everywhere; the museum is open on Fridays 11-4, and Saturdays 11-4; we thought about changing Friday to Monday, but the curator wants to keep it that way; we wanted to get Monday open at some time, to get the barbers in, because that's usually when they shut down; on our calendar, we have 2 days throughout the year that we will send out invitations to all the barbers, and hopefully get them in here; the museum itself – things that are going on right now – we have 2 AARP workers that come in, help clean, help take inventory and do other duties; we are in the process of having a script finalized; Mike will be videoed, the museum will be videoed; you'll be able to go into a room, take your smart phone, go over a barcode, and that room – the tour will be on your smartphone; that's for 4 of the 6 of the rooms; we're doing a lot of cool things; the Historical Society has events – we have on our website, which, our web-hoster, we take our hat off to him; our calendar of events is listed on there – all of our trustee meetings, our fundraisers; I see people that worked on the Ghost Tour, I see people that helped with the Golf Scramble, the beer tent; those are things that we get into; we are also going to add one or two more fundraising activities; our goal is to get more memberships, and make everybody active; that's what we're after – we'll give you a report probably next month; it will be a little bit different of a report; if you ever want to hold a council meeting at the museum, it's available; if you have another meeting that you want to hold, and you don't want to hold it here, you can have it at the barber museum; you would have a meeting that's quieter; Jarvis: Mr. Donahue, I just want to make an observation; I knew something had changed at the Historical Society as far as leadership, and that there was a new wind blowing, because when I saw the schedule of events for the year, it was really busted out more than I've ever seen it; it's clear that you've brought some extra organization; the Historical Society I think has a fighting chance to be an extremely – it always is extremely important – preservation mission; fun things, keeping history alive, you're doing a great job; Donahue: We've made communication the main principle there; we are trying to get the honor society people, or get advanced placement classes in here; I'm the last person in the world – people ask me 'why are you in a barber museum?'; it's pretty cool, you learn a lot; I was watching "American Pickers" last night – they were in a barber museum, they had the dome that had massage and bobbing; it's like a dome-type thing; the guy paid \$600 for each of them; it's a total piece; we have things in there that are very valuable; we are getting things all the time, and people calling all the time; Mike gets emails, and calls, and people showing up from all over; one last thing, just to give you an example; we had a lady who was a barber in Bluffton, Ohio; she comes down, and has 20-something people with her; her wish for her 50th birthday was to come to that museum, so her entire family came with her; if you want to go through it, and haven't been through it, call me; Coolman: Steve, thank you for what you do; I think in the last 24 months where that museum has started at, and where it's come from, being on a 1-story level, versus where it used to be at, it's much more accessible for groups; job well done.

G. RESOLUTIONS

[RES-19-002](#)

A Resolution Authorizing The Mayor To Apply For An Ohio Department Of

Public Service

Natural Resources (ODNR) Clean Ohio Trails Fund Grant For Improvements To McGill Park ([Resolution](#))

- Adoption

A motion was made by Bennett to adopt RES-19-002, seconded by Coolman. The motion carried with the following vote:

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

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](#))

- Tabled at Third Reading

Jarvis: There is still some ongoing discussion, so that stays on the table this evening.

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

Clark: From my understanding, that remains tabled for this meeting as well.

ORD-18-048

Development

Sponsor: Lynch

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

- Tabled at Third Reading

Jarvis: Mr. Lynch had proposed some changes to this, that's still under review by staff; that will also remain on the table for now.

Third Reading

ORD-18-050

Construction Services

Sponsor: Lynch

An Ordinance To Authorize The Mayor To Enter Into A Contract With Quality Control Inspection, Inc. For Consulting Services Relating To Construction Inspection For The Period From January 1, 2019 Through December 31, 2019 ([Ordinance, QCI Agreement](#))

- Adoption

A motion was made by Bennett to adopt ORD-18-050, seconded by Clark. The motion carried with the following vote:

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

ORD-18-051

Construction Services

Sponsor: Amos

An Ordinance To Authorize The Mayor To Amend A Contract With American Structurepoint, Inc. For Consulting Services Relating To Construction Inspection For The Period From January 13, 2019 Through January 13, 2020 ([Ordinance, Agreement](#))

- Adoption

A motion was made by Amos to adopt ORD-18-051, seconded by Jarvis. The motion carried with the following vote:

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

Second Reading

ORD-19-001

Development

Sponsor: Jarvis

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

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

Haire: We can actually delay this, Mr. Jarvis, this was to go in tandem with the landscape ordinance; since that is remaining on the table, we can go ahead with the 3rd reading.

First Reading

ORD-19-003

Finance

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

- First Reading Only

ORD-19-004

Construction Services

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](#))

- First Reading Only

I. Reports

Fairfield County Sheriff - I have nothing further to add to my original report.

Law Director - No need for an executive session this evening, to my knowledge.

Finance Director

[19-009](#)

[Finance Director's Report](#)

Jackson: Just one item I'd like to point out from my written report; as of January 1st, 2019, we have officially stopped using the City of Columbus for income tax collection, and moved to the Regional Income Tax Agency; if anyone has any questions about the article that went out in the most recent utility bills, please feel free to send them my way; now that RITA is collecting our taxes, this goes for any year, regardless if it is prior to January 1st, 2019; a lot of businesses have been calling, asking what to do for their 4th quarter – that also goes to RITA; one of the items that was also mentioned in the article was the mandatory filing; this is something that has actually been in place, but Columbus never actually pursued those who did not file, RITA is going to do that; I've been getting some questions, mostly from the retired members of our community, and there is an exemption form for those that do not have taxable income, that they need to file one-time with RITA, so that RITA knows that they don't have taxable income; if you get those kind of questions, feel free to send them my way, and I will do my best to answer those questions, or I will direct them to RITA, where they can get them the correct answer. Jarvis: Outside of the businesses that have had some questions, are the residents comfortable? Jackson: I've only gotten a couple of residents, and mostly it was retired individuals who wanted to check whether or not there was something they needed to do.

Public Service Director

[19-007](#)

[Public Service Director's Report](#)

Peoples: Nothing to add to my written report.

Development Director - Couple of items to report on – the annexation petition was filed for the Bixby Road property; the public hearing will be taking place in front of the Franklin County Commissioners next Tuesday, the 29th; that'll be before council at your April 1st meeting, due to the mandatory 60-day waiting period in the state legislation; I look forward to that coming your way soon; a couple items on business openings – I believe that Leander is going to open tomorrow, and then Fantasy Cupcakes will be hopefully later this week, tentatively; she hasn't officially announced the date, so I won't say, but hopefully later this week; Amos: She's announcing it I think at 9 tonight; Haire: They both look great, they did a good job on both the remodels there; Jarvis: It's a long time to go without a cupcake fix; Amos: I did see that in the old Leander building that the old florist announced that they would be coming back; Haire: yes, Orchids & Ivy will be coming back into that space.

J. Council Reports

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

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

CW Human Services - Jarvis: the only thing is that we talked about the SOUPer Bowl, that's the only thing I'm aware of.

CWICC - Clark: January 30th at 11:30, at the Interurban Building; Jarvis: The Interurban Building – Mr. Peoples, you had told me that there was going to be some sound baffles put in there to help calm the acoustics a little bit? Peoples: Still looking at those, we haven't selected a final.

CWJRD - Bennett: Our next meeting will be Thursday, February 21st; our last meeting was the first official meeting for Mr. Jordan Voss; there will be an email going out to everyone in our database to announce him, give him a little bio, and a little background on what the executive board of trustees responsibilities are; also sent out communication to everyone in the database for the registration schedule in 2019, along with registration fees and costs, so that families can start planning ahead; Jarvis: Registration for a specific sport? Bennett: Every sport; they got a complete calendar for when registrations open and close; sometimes it's not readily announced, but at the beginning of the year, we wanted to offer all families the opportunity to see costs for 2019, so they can have the opportunity to plan ahead; Jarvis: It wasn't that long ago when the yard signs used to announce those things, I'm sure it's much better now; Bennett: I think those are still used occasionally, it's a good reminder.

Destination: Canal Winchester - Walker: Next meeting is happening at this very moment; it started at 6:30 at the Interurban.

K. Old/New Business

Walker: Reminder for the city dinner that's being held at Kingy's – January 26th, that's this Saturday; just a little reminder for everyone, it came up kind of quick; starts at 5, ends at 9.

L. Adjourn to Executive Session (if necessary)

M. Adjournment

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

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

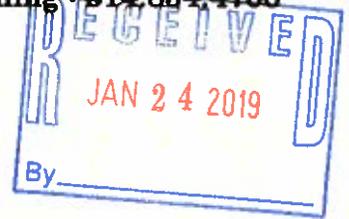
Adjourn @ 7:30 p.m.



Canal Winchester Human Services

80 Covenant Way, Canal Winchester, Ohio 43110
Administration : 614.834.3888 Office and Fax
Senior Transportation and Food Pantry Scheduling : 614.834.4700

January 21, 2019



Dear Canal Winchester City,

Thank you for your continued gifts. All of the programs and services we provide are only possible because of contributions and support we receive. We are grateful for your partnership.

We coordinated a very busy yet successful Adopt-A-Family Program. We served 272 people providing each family with a Christmas basket that included a ham, produce and dairy, a bag of toiletries, and clothes, shoes, and gifts from "Santa" for the children. We also had a wonderful coat closet and provided hats and mittens to each family. This was only possible thanks to the churches, businesses and individuals that support us as we assist those in need during the holidays.

Senior Transportation provided 4,344 one way trips, traveling 34,928 miles in 2018. It has been very nice to be using our new ten passenger van allowing us to expand our social, group trips.

In the past year, the Food Pantry served more than 1,000 people collectively through the Choice Pantry, Market Day and Feeding Our Future Programs. More than 150,000 pounds of food were distributed to our friends and neighbors living in the Canal Winchester and Lithopolis areas.

With the new year, we turn our focus to the upcoming SOUPer Bowl Open House which will be held Sunday, February 3, from 11:00 – 2:00 at our new location, 80 Covenant Way. Our FREE lunch will include a variety of soups, bread and dessert. For each donation of at least \$10.00, donors can choose a beautiful ceramic bowl hand crafted by students and staff of the CW High School. The Silent Auction will have more than 100 items that will include gift certificates, handmade items, art work, and beautiful gift baskets. There will also be a "Half-time" Bake Sale filled with delicious homemade baked goods and candies to enjoy during that evening's Super Bowl. We are still looking for Silent Auction items and would be grateful if you contact me with any contribution you might provide. All proceeds from the SOUPer Bowl Open House will be used to support the 2019 operating expenses including utilities and maintenance of our new facility. Please plan to join us on this day and support the in-house needs of the organization.

As we are a 501C3 non-profit organization, all donations are tax deductible as provided by the IRS. Our success continues to be a direct result of those who support our programs and contribute to our efforts. TOGETHER we do make a difference and we thank YOU very much. Best wishes for a wonderful new year. Be Good ~ DO GOOD!!

Aletha Mullins

Aletha Mullins, Administrator
Aletha.cwhs@gmail.com

Thank you for all that you do to help us!

For information on our Programs or "One Square Foot"
LIKE US on FACEBOOK at Canal Winchester Human Services
VISIT our Website at www.cwhumanservices.org



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

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

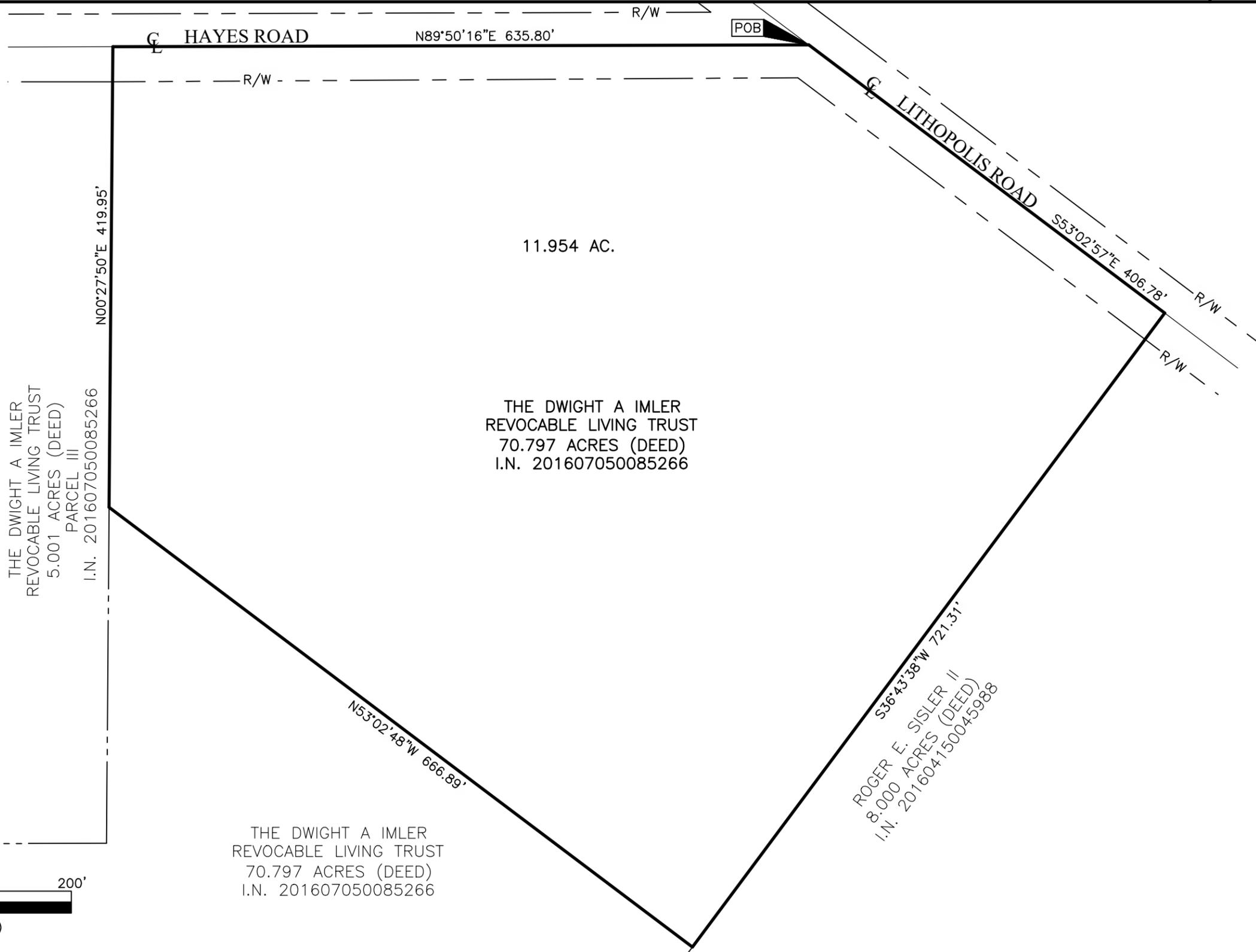
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

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 MKRK on 11/17/2017 10:13:04 AM

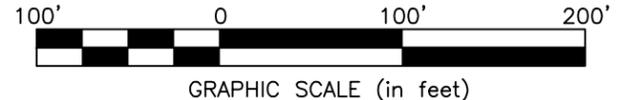


THE DWIGHT A IMLER
 REVOCABLE LIVING TRUST
 5.001 ACRES (DEED)
 PARCEL III
 I.N. 201607050085266

THE DWIGHT A IMLER
 REVOCABLE LIVING TRUST
 70.797 ACRES (DEED)
 I.N. 201607050085266

THE DWIGHT A IMLER
 REVOCABLE LIVING TRUST
 70.797 ACRES (DEED)
 I.N. 201607050085266

ROGER E. SISLER II
 8.000 ACRES (DEED)
 I.N. 201604150045988



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:

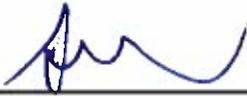
- 1. The development text is modified to comply with Chapter 1130.09 with a maximum lot coverage of 30%.**
- 2. The development text is modified to comply with Chapter 1130.07(a) for any front loaded garage to be setback a minimum four (4) feet behind the front line of the livable area of the home.**

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

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

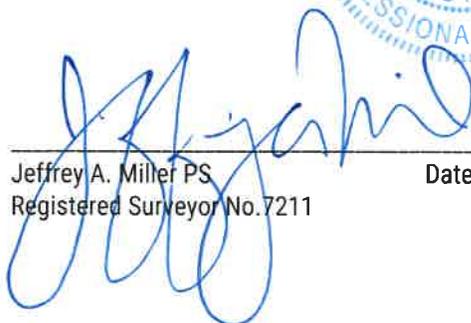
Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

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

ORDINANCE NO. 18-048

AN ORDINANCE AMENDING SECTION 11991 OF THE CODIFIED ORDINANCES REGARDING LANDSCAPING AND SCREENING

WHEREAS, in order to promote, protect, and preserve the character of the municipality it is necessary to revise the requirements for landscaping and screening in the City;

WHEREAS, the Planning and Zoning Commission initiated Application #ZA-18-006 following a public hearing held on October 8, 2018 and has recommended approval of this ordinance; 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, STATE OF OHIO:

SECTION 1. That Section 1191 of the Codified Ordinance of the City of Canal Winchester is hereby amended to read as follows:

**CHAPTER 1191
Landscaping and Screening**

- 1191.01 Purpose
- 1191.02 Preservation of Trees and Wooded Areas
- 1191.03 Tree Replacement
- 1191.04 Landscape Standards
- 1191.05 Development Standards
- 1191.06 Off-Street Parking Standards
- 1191.07 Signage
- 1191.08 Screening of Service Courts and Loading Dock Areas
- 1191.09 Submittal Requirements
- 1191.10 Installation and Maintenance
- 1191.11 Tree Removal Permits
- 1191.12 Public Spaces

CROSS REFERENCES

- Administration, Enforcement and Penalty - see P. & Z. Chapter 1135
- Off-Street Parking - see P. & Z. Chapter 1185
- Signage - see P. & Z. Chapter 1189

1191.01 PURPOSE.

The purpose and intent of this chapter is the preservation and promotion of tree canopy coverage and landscaping as a suitable and necessary aspect of land development, as a component of Municipal development character, as an important beneficial element of the microclimate through the provision of shade and as buffers, and to promote the public health, safety and general welfare. It is further the purpose of this chapter to promote the preservation and, when necessary, replacement of major trees removed in the course of land development, to promote the proper utilization of landscaping as a buffer between certain land uses to minimize conflicts, and to protect, preserve and promote the character of the Municipality.

(a) *“Caliper”* the caliper of a tree shall be measured at six (6) inches above grade. For this chapter the term “caliper” only applies to new trees.

(b) *“Diameter Breast Height (dbh)”* the dbh of a tree shall be measured at four and one half (4 1/2 feet) above ground level. For this chapter the term “diameter breast height (dbh) only applies to existing trees.

(c) *“Major Tree”* For the purposes of this section, a major tree is defined by having diameter breast

height of six (6) inches or greater.

(d) "Woodlands" For the purposes of this section, a Woodland is an area of trees and unique site characteristic that have been determined by the City of Canal Winchester and identified on the Canal Winchester Woodland Map.

1191.02 PRESERVATION OF TREES AND WOODED AREAS.

(a) All major trees shall be preserved unless exempted, as follows: The Urban Forester may approve the cutting down, removal or destruction of a major tree when the tree interferes with the proper development of a lot, provided that the lot is in the subject of application for approval of a zoning certificate, a site plan, a development plan, a variance, or a conditional use permit and one of the following applies:

(1) The tree will be located within a public right-of-way or easement.

(2) The tree is located within the area to be covered by proposed structures or within twelve feet from the perimeter of structures, and the proposed structures cannot be located in a manner to avoid removal of the tree at the same time permitting desirable and logical development of the lot.

(3) The tree will be located within a proposed driveway designed to service a single family home.

(4) The tree is damaged, diseased or a safety hazard.

(5) The tree is an undesirable species in its present location.

(6) Established single family lots shall be exempt from this section, however; new subdivision development of single family lots shall not be exempt.

(b) When preparing and reviewing subdivision plans and landscape plans, good faith effort shall be made to preserve natural vegetation areas. Streets, lots, structures and parking areas shall be laid out to avoid the unnecessary destruction of wooded areas or outstanding tree specimens. Developers of land are encouraged to designate wooded areas as park reserves.

1191.03 TREE REPLACEMENT.

(a) Major Tree Replacement. During the course of development of a single lot or a subdivision, including Woodlands, the developer or owner shall be required to replace major trees removed pursuant to Section 1191.02 in accordance with the following schedule with trees having a trunk diameter of at least six (6) inches dbh.

Major Tree Replacement Schedule	
Trunk Diameter dbh	Replacement Schedule
Six (6) inches up to twelve (12) inches	One-for-one
Twelve (12) inches up to eighteen (18) inches	Two-for-one
Eighteen (18) inches up to twenty four (24) inches	Three-for-one
Twenty four (24) inches and greater	Four-for-one

(1) Replacements for major trees shall have a trunk diameter at planting of at least two and one-half (2.5) inches caliper.

(2) The requirement for major tree replacement shall be considered as being in addition to any other landscaping required by Section(s) 1191.02 through 1191.05.

(b) Replacement Schedule for Woodlands. In addition to the provisions in Section 1191.03(a), the developer or owner of a woodland, as identified on the Canal Winchester Woodland Map shall, during the course of development, be required to retain a minimum of forty percent (40%) of the woodland.

(c) Where it is impractical or not feasible to replace all of the trees on the affected lot or within the affected subdivision, staff may approve one, or any combination of the following alternatives as a means of meeting the tree replacement requirements:

- (1) Replace as many trees as is practical on the affected lot;
- (2) Replace as many trees as is practical within this affected subdivision phase;
- (3) Replace as many trees as is practical within the affected subdivision;
- (4) For those trees that cannot be replaced through steps one through three above, the developer shall be required to replace the trees elsewhere in the City, or
- (5) Pay a fee as determined by the Canal Winchester Fee Schedule to support the City's effort to replace the trees on public land in the City;
- (6) Use larger caliper replacement trees to achieve a planting of equal or greater value with fewer numbers.

1191.04 LANDSCAPE STANDARDS.

Proposed landscape materials should complement existing vegetation, all architectural features and general layout, and should be comprised of viable plant material. Landscaping design and materials shall consist of the following:

(a) Plants. All plant materials shall be living plants that conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under State regulations. Artificial plants are prohibited in all landscaped areas in the Municipality required as per this chapter.

(1) The Urban Forest Tree and Plants list for Canal Winchester shall be referenced for approved tree species in new landscape plans.

(b) Deciduous Trees. Deciduous trees shall be species having an average mature crown spread of greater than fifteen (15) feet in Central Ohio and having trunk(s) which can be maintained with over five (5) feet of clear wood in areas which have visibility requirements, except at vehicular use area intersections where eight (8) foot clear wood requirements will control. Trees having an average mature spread of crown less than fifteen (15) feet may be substituted by grouping of the same so as to create the equivalent of a fifteen (15) foot crown spread. Deciduous trees shall be a minimum of five (5) feet in height with a minimum caliper of one and three-fourth (1 ¾) inches at planting. The deciduous trees recommended as appropriate for Municipal environment and encouraged for use in meeting the requirements of this chapter are found in the recommended street tree list maintained by the Urban Forester.

(c) Evergreen Trees. Evergreen trees shall be a minimum of five (5) feet in height at planting.

(d) Shrubs and Hedges. Shrubs and hedges shall be at least two (2) feet in average height when planted.

(e) Earth Mounds. Earth mounds shall be physical barriers, which when planted block or screen the view just as a hedge or low wall would. Mounds shall be constructed of clean fill, top soil and similar materials, and shall be designed with proper plant material to prevent erosion and facilitate drainage. Earth mounds shall not exceed four (4) feet in height and shall be planted completely by plant material, which may include mulching limited to the immediate base of plantings, of which no greater than fifty (50) percent shall be turf.

(f) Screening Materials. Screening may consist of walls, fences, natural vegetation or a combination thereof acceptable to the Planning and Zoning Commission and with an opacity of no less than seventy-five (75) percent, except where superseded under Section 1191.02(f). Only masonry and brick walls or solid wood privacy fencing is permitted for built screening. Such screening shall be between four (4) and six (6) feet in height and shall be maintained in good condition. Landscaping provided in lieu of such wall or fence shall consist of dense evergreen bushes planted no less than four (4) feet in height.

(g) Monoculture. Monoculture, or the extensive use of a single species of trees, shall be limited in order to minimize the potential for disease or pests to strike a particular species resulting in significant same-species loss. The following limits shall apply:

Maximum Use of Same Genus	
Number of Trees on Site	Maximum % of Same Genus
10-19	50%
20-39	33%
40-59	25%
Over 60	15%

1191.05 DEVELOPMENT STANDARDS.

(a) Non-Residential Uses. For all new construction, building additions, or land development for which a building permit and/or zoning certificate is required the following shall apply:

(1) All non-residential uses shall provide thirty (30) square feet of landscaped area for every one thousand (1,000) square feet of building ground coverage area, or fraction thereof. All areas of a lot not covered by buildings, structures, paving, or the landscaping required herein shall be covered by natural turf at a minimum.

(2) All commercial structures, and all industrial warehouse structures, shall be required to plant the required minimum landscaping listed below:

Minimum Tree Planting Required per Building Size	
Square Foot of Building	Number of Trees per Square Foot
Up to 30,000 sq. ft.	One Tree per 1,000 sq. ft.
30,001 sq. ft. to 60,000 sq. ft.	One Tree per 2,000 sq. ft.
60,001 sq. ft. to 90,000 sq. ft.	One Tree per 4,000 sq. ft.
90,001 sq. ft. and greater	One Tree per 8,000 sq. ft.

(A) In no instance shall the number of trees required to be planted exceed one hundred (100) trees.

(B) Over fifty (50) trees, a fee-in-lieu planting per tree, as determined by the Canal Winchester Fee Schedule may be made to support the City's effort to replace the trees on public land in the City.

(3) All office uses, institutional uses, convalescent and nursing homes and child daycare facilities, shall be required to plant the required minimum landscaping listed below:

Minimum Tree Planting Required per Building Size	
Square Foot of Building	Number of Trees per Square Foot
Up to 30,000 sq. ft.	One Tree per 1,000 sq. ft.
30,001 sq. ft. to 60,000 sq. ft.	One Tree per 1,500 sq. ft.
60,001 sq. ft. and greater	One Tree per 2,000 sq. ft.

(A) In no instance shall the number of trees required to be planted exceed one hundred (100) trees.

(B) Over fifty (50) trees, a fee-in-lieu planting per tree, as determined by the Canal Winchester Fee Schedule may be made to support the City's effort to replace the trees on public land in the City.

(b) Residential Uses. For all new construction, building additions, or land development for which a building permit and/or zoning certificate is required the following shall apply:

(1) All residences and residential land uses, per dwelling unit, there shall be a minimum of one (1) tree planted for every five hundred (500) square feet or fraction hereof of building ground coverage.

(2) Multi-Family Perimeter Treatment. For all multi-family residential uses a fifteen (15) foot landscaped perimeter shall be provided where such development is adjacent to or abuts a residential zoning district or public right-of-way, excluding on-site access drives. Such landscaping shall include a combination of

trees, shrubs, hedges, earth mounds, and other natural features. No more than eighty (80) percent of natural landscaping material shall consist of turf.

(A) Screening Between Multi-Family Developments and Non-Residential Zoned Property. Screening shall consist of walls, fences, or natural vegetation in combination with a minimum four (4) foot mounding, said screening shall have an opacity of no less than fifty (50) percent, except where superseded under Section 1191.02 (f). Screening between multi-family residential and non-residential developments shall be reviewed for approval by the Planning and Zoning Commission. Only masonry and brick walls or solid wood privacy fencing is permitted for built screening, shall be maintained in good condition, and comply with Section 1181.07. Landscaping provided in lieu of such wall or fence shall consist of dense evergreen bushes planted no less than two (2) feet in height or evergreen trees at no more than thirty (30) feet spacing at five (5) feet in height at the time of planting. A minimum of one evergreen tree and four evergreen or deciduous shrubs per 1,000 sq. ft. of landscaped area for areas in all combinations of screening materials will be planted.

(B) The opacity of fifty (50) percent will take into consideration existing vegetation to be preserved and shall contain at least the minimum evergreen trees and shrubs. The minimum tree shall be five (5) feet in height with a minimum caliper of 1 ¼ inches at the time of planting. The minimum shrub shall be two (2) feet in height at the time of planting.

(c) Existing Trees. Existing healthy trees and shrubs shall be preserved and incorporated into the overall site and landscape design to the maximum extent practical as determined by the City. Existing trees may be credited towards minimum tree planning requirements as follows:

(1) Existing trees, which are preserved, may be credited toward the tree planting requirements of this Section according to the Credit for Existing Trees Table. Tree credits shall be given as long as all other provisions and the intent of this Code is met. Fractional caliper measurements shall be attributed to the next lowest category.

Credit for Existing Trees – in aggregate inches	
DBH	Number of Tree Credits
20+ total inches	4 Trees
13 - 19 total inches	3 Trees
8 - 12 total inches	2 Trees
2 - 7 total inches	1 Tree

(2) No credit shall be given for existing preserved trees that are:

- (A) Not located on the actual development site;
- (B) Not properly protected from damage during the construction process;
- (C) Prohibited Species in the Urban Forester Street Tree List;
- (D) Dead, dying, diseased, or infested with harmful insects.

(3) No new tree planting shall be required if existing trees to remain on site after development, and the aggregate trunk sizes of such trees, meet or exceed the requirements set forth above.

(d) Any combination of existing and new trees may be used to meet the requirements of this section.

1191.06 OFF-STREET PARKING STANDARDS

(a) Off-Street Parking Areas. Off-street parking areas for more than five (5) vehicles shall be effectively screened on each side which abuts a residential zoning district or public right-of- way by a masonry wall or solid wood fence. Such wall or fence shall be no higher than four (4) feet and shall be maintained in good condition. Landscaping provided in lieu of such wall or fence shall consist of a strip of land not less than fifteen (15) feet in width planted with an evergreen hedge or dense planting of evergreen shrubs not less than four (4) feet in height. This subsection shall apply to bed and breakfast inns regardless of the size of off-street parking area.

(1) All off-street parking areas shall provide one (1) tree of no less than two (2) inches caliper, for every six (6) parking spaces, unless specified below. A minimum of fifty percent (50%) of the off-street parking trees shall be planted in parking lot islands. The remainder must be planted within ten (10) feet of the perimeter of the parking lot.

(A) Parking Lot Islands. Each landscaped tree island in a single loaded parking stall design shall have a minimum area of one hundred and sixty two (162) square feet with a minimum width of nine (9) feet. Each landscaped tree island located in a double loaded parking stall shall have a minimum area of three hundred twenty-four (324) square feet, with a minimum width of nine (9) feet.

(B) Exemptions. Parking lots with landscape tree islands that provide a minimum area of 1,200 cubic feet to accommodate a large species shade tree shall be credited on a two-to-one ratio on the off-street tree planting requirements. The minimum dimensions for planting areas shall be nine (9) feet on one side.

(2) All parking lot islands and peninsulas shall be designed to provide a minimum of three (3) feet in depth, for soil in a friable condition for healthy tree and plant growth.

(3) All trees shall be balled and burlapped or containerized/potted when planted. The top eighteen (18) inches of the burlap bag and cage shall be removed when planting.

(4) All trees shall be maintained in a healthy condition.

1191.07 SIGNAGE

(a) Signage. A landscaped area totaling a minimum of fifty (50) square feet shall be provided centered on the base of all freestanding signs and should be comprised of a variety of natural materials, such as turf, ground cover, shrubs, and hedges. No more than fifty (50) percent of natural landscaping material shall consist of turf. Low maintenance plant materials should be utilized. A sketch plan drawn to scale and indicating plant material by type (Latin/Botanical names) and quantity shall be provided with the application for a Sign Permit.

1191.08 SCREENING OF SERVICE COURTS AND LOADING DOCK AREAS.

(a) Screening of Service Courts and Loading Dock Areas. All areas used for service, loading and unloading activities shall be screened along the entire lot line if adjacent to or abutting a residential zoning district or public right-of-way. The following requirements shall apply:

(1) Screening of Trash Container Receptacles. For all non-single family residential uses requiring trash container receptacles, such as dumpsters, all such containers or receptacles shall be enclosed on all sides by walls or fences with an opacity of one hundred (100) percent and a minimum height of six (6) feet. Such containers or receptacles when located adjacent to or abutting a residential zoning district shall in addition be landscaped on all sides visible from such districts by shrubs and hedges with an opacity of seventy-five (75) percent. Trash containers and receptacles shall be located behind the building line and shall be located to the rear of non-residential uses. Trash containers and receptacles shall conform to side and rear yard setback requirements and for non-residential uses adjacent to a residential zoning district, such containers and receptacles shall be located no closer than twenty-five (25) feet to any property line.

1191.09 SUBMITTAL REQUIREMENTS.

(a) Procedure. Landscaping plans shall be submitted to the Planning and Zoning Administrator whenever an application is filed for a non-single family residential use as a part of a request for a Certificate of Zoning Compliance, zoning map amendment, conditional use permit, and in conjunction with the submittal requirements for Planned Districts.

(b) Plan Contents. The landscaping plan shall be prepared by a licensed design professional or landscape architect and shall include the following information:

(1) Plot plan drawn to scale indicating property lines, easements, proposed improvements, natural features, drainage, adjacent uses and structures, and proposed landscaping which shall include botanical and common names, dbh of deciduous trees, installation size, on-center planting dimensions where applicable, and a summary of all landscaping materials used on-site, new and existing, by type, common name, and quantity.

(2) In the case where trees are to be removed as part of any site development, the plot plan shall, in addition to items included in (1) above, also specifically indicate any trees to be removed and include botanical and common names and location of any major trees and any significant trees, as determined by a site visit.

(3) Title block with the pertinent names and addresses of property owner, applicant, design professional or landscape architect including the architect's seal, scale, date, north arrow, address of the subject property, and name of the subdivision (if applicable).

(c) Criteria for Review. The submitted landscaping plan shall be reviewed to determine if proposed improvements comply with the requirements and standards of this Chapter and commonly accepted landscaping and design standards. The Planning and Zoning Commission and/or Planning and Zoning Administrator may call upon professional services from either the public or private sectors to provide an evaluation relative to any submitted landscaping plan.

1191.10 INSTALLATION AND MAINTENANCE.

(a) Installation. Landscaping plans and the improvements identified therein meeting the requirements of this Chapter shall be completely installed no later than six (6) months subsequent to the date of issuance of a Temporary Certificate of Use and Occupancy. A single three (3) month extension may be granted by the Planning and Zoning Administrator upon request of the Applicant upon demonstration that such extension is warranted because of adverse weather conditions or unavailability of approved landscaping material. All landscaping material shall be installed in a sound, professional manner and according to accepted landscaping and planting procedures.

(b) Maintenance. All landscaping material shall be maintained in proper and healthful condition. Property owners shall maintain landscaped areas in a proper, neat and orderly appearance, and free from refuse and debris. Upon issuance of a citation, corrective action shall be completed within sixty (60) days unless the Planning and Zoning Administrator determines that weather constraints require one additional sixty (60) day period. Failure to meet the requirements of this section shall constitute violation of this Zoning Code and enforcement and penalty requirements of Chapter 1135 shall apply.

(c) Dead or Diseased Trees. It shall be unlawful for any property owner to maintain or permit to stand on his or her property, dead, diseased, or damaged trees, shrubs, evergreens or other plants which are deemed by the Municipality to be a menace to the public peace, health, and safety.

1191.11 TREE REMOVAL PERMITS.

(a) No person shall do any of the following without first having obtained a tree removal permit:

(1) Remove, damage, or destroy any tree or similar woody vegetation of any dbh in a woodland.

(2) Remove, damage, or destroy any tree or similar woody vegetation of six inch (6") dbh or greater which is not located in a woodland.

(3) Conduct any tree clearing activities.

(b) Exceptions.

(1) The removal or trimming of any trees by or on behalf of a resident owner of a one-family dwelling unit, one-family cluster-housing unit, site condominium unit, or residential condominium unit from an area under the owner's exclusive control. This exception shall not apply to removal of trees from common areas.

(2) Upon prior approval by the Urban Forester, the removal of or trimming of trees necessitated by the installation, repair or maintenance work performed in a public utility easement or approved private easement for public utilities.

(3) The removal or trimming of trees if performed by or on behalf of Canal Winchester,

Franklin or Fairfield County, Ohio Department of Transportation, Franklin or Fairfield County Public Works Office or other public agencies, or a public utility company in a public right-of-way, upon public property, or upon a private easement for public utilities in connection with a publicly awarded construction project, the installation of public streets or public sidewalks, or installation of public utilities within a private or public easement established for such purpose.

(4) The trimming and pruning of trees as part of normal maintenance of landscaping or orchards, if performed in accordance with accepted forestry or agricultural standards and techniques.

(5) The removal or trimming of dead, diseased or damaged trees if performed by or on behalf of Canal Winchester, Franklin or Fairfield County, Ohio Department of Transportation, Franklin or Fairfield County Public Works Office or other public agencies in a public right-of-way or upon public property if done to prevent injury or damage to persons or property.

(6) The removal or trimming of dead, diseased or damaged trees provided that the damage resulted from an accident or non-human cause, and provided further that the removal or trimming is accomplished through the use of standard forestry practices and techniques.

(7) The removal or transplanting of trees during the operation of a commercial nursery or tree farm or practicing sustained-yield forestry (land stays a productive forest).

(8) Actions made necessary by an emergency, such as a tornado, windstorm, flood, freeze, dangerous and infectious insect infestation or disease or other disaster, in order to prevent injury or damage to persons or property or restore order.

(d) Content of Application.

(1) Required Information. An applicant for a tree removal permit for a parcel of one (1) acre or more, if required by Section 1191.11, shall submit the following materials to the Municipality:

(A) A completed tree removal permit application on a form prescribed by Planning and Zoning Administrator, which such application shall include the following information:

i. The name, address and telephone number of the applicant and/or the applicant's agent.

ii. The name, address and telephone number of the owner of the property.

iii. The project location, including as applicable, the address, the street, road, or highway, section number, lot or unit number, and the name of the subdivision or development.

iv. A detailed description and statement of the activity to be undertaken.

(B) A tree removal permit application fee in the amount as established by the adopted fee schedule.

(C) If the applicant is not the owner of the property, a written authorization from the owner allowing the proposed activity.

(D) Five (5) copies of a tree survey prepared by a certified arborist and a plan for proposed tree removal containing all of the following information:

i. The shape and dimensions of the property, and the location of any existing and proposed structure or improvement.

ii. The location of all existing trees of six inch (6") or greater dbh, identified by common and botanical name. Trees proposed to remain, to be transplanted, or to be removed shall be designated. A cluster of trees may be designated as a "stand" of trees, and predominant species, estimated

number, and average size shall be indicated. Clusters of trees located within an approved open space which is to be preserved may be designated as an "open space stand" and identified in the same manner as a "stand" without individual identification and location.

iii. A description of tree species, size, density, health and vigor.

iv. The location and dimension of all setbacks required by existing zoning requirements.

v. A statement that all retained trees will be identified by a method, such as painting or flagging. If protective barriers are deemed necessary by Canal Winchester, the statement shall include a description of how the retained trees are to be protected, with an acknowledgment that the barriers must be in place before operations commence.

vi. A general grading plan prepared by a registered engineer or land surveyor showing the anticipated drainage patterns, including the location of any areas where cut and fill operations are likely to occur, to enable Canal Winchester to determine the impact of the proposal on the viability of the existing trees.

(e) Application Review Procedures.

(1) Procedure. Canal Winchester shall review the submitted application for a tree removal permit required by Section 1191.11 to determine that all required information has been provided. At the request of the applicant or the Municipality, an administrative review meeting may be held to review the request in light of the purpose and the review standards of Section 1191.11. A field inspection of the site may be conducted by the Urban Forester and/or his or her designee. Where the site proposed for development requires review or approval by the Planning and Zoning Commission of the subdivision layout, qualification for one-family cluster, or special land use approval, the Planning and Zoning Commission shall be responsible for approval or denial of the request for a tree removal permit (subject to affirmance, reversal or modification by the Council of Canal Winchester with respect to tentative preliminary plat approval, or any other approval for which Council has final authority). In all other instances, the review of tree removal permit requests shall be the responsibility of the Urban Forester or his or her designee. All decisions shall be made in accordance with the review standards of Section 1191.11.

(2) Denial. If an application for a tree removal permit is denied, the permit applicant shall be notified in writing of the reasons for denial by the Urban Forester.

(3) Approval; Conditions; Performance Requirements. If an application for a tree removal permit is granted, the reviewing authority may do any or all of the following:

(A) Attach to the granting of the permit reasonable conditions considered necessary by the reviewing authority to ensure the intent of Section 1191.11 is fulfilled and to minimize damage to, encroachment in, or interference with natural resources and processes within wooded areas.

(B) Set a reasonable time frame within which to complete tree removal operations.

(C) Require a permit holder to deposit a performance bond, or other acceptable security, equal to 100% of the cost of the improvements to ensure compliance with the terms of Section 1191.11, including the planting of any required replacement trees. Once the trees designated to be removed have been removed and any required replacement trees have been planted and inspected, the Municipality shall release the bond or security. If the permit holder has provided a bond or other performance guarantee to the Municipality under any other ordinance or regulation, and such bond or guarantee is deemed adequate by the Municipality to ensure compliance with Section 1191.11, no additional performance guarantee shall be required under this Section.

(f) Term of Permit.

(1) Any and all tree removal permits issued by the Municipality to a developer shall expire (unless extended) at the same time as the contemporaneous approval granted by the Municipality for the

development, if any (e.g. preliminary plan, preliminary site plan, special land use, site plan approval, etc.).

(2) Any and all tree removal permits issued by the Municipality to any person for an activity regulated under Section 1191.11 for which a contemporaneous approval of the development is not required (e.g. removal of trees by a builder in connection with construction of a residence upon a lot or parcel) shall expire one year from the date of issuance.

(3) Any activity regulated under Section 1191.11 which is to be commenced after expiration of a tree removal permit shall require a new application, additional fees, and new review and approval.

(g) Protection of Trees and Woodlands during Construction; Display of Permit.

(1) No individual shall conduct any activity within ten (10) feet of the drip line of any tree designated to remain, including but not limited to placing solvents, building material, construction equipment, or soil deposits within the drip line.

(2) During construction, no individual shall attach a device or wire to any remaining tree, except to cordon off protected areas.

(3) Before development, land clearing, filling, or any property alteration for which a tree removal permit is required, the developer or builder shall erect and maintain suitable barriers such as snow fencing, cyclone fencing, etc., to protect remaining trees. Wood, metal, or other substantial material shall be utilized in the construction of barriers. Protective barriers shall remain in place until the Urban Forester, or his or her designee, authorizes their removal. Barriers are required for all trees designated to remain, except in the following cases:

A. Street right-of-way and utility easement may be cordoned by placing stakes a minimum of twenty-five (25) feet apart and tying ribbon, plastic tape, or other brightly visible materials at least two and one-half (2 ½) feet above the ground from stake to stake along the outside perimeters of areas to be cleared.

B. Large property areas separate from the construction or land clearing area onto which no equipment will venture shall be cordoned off.

(4) The permit holder shall conspicuously display the tree removal permit on-site. The permit shall be displayed continuously while trees are being removed or while activities authorized under the permit are performed, and for ten (10) days following completion of those activities. The permit holder shall allow the Urban Forester to enter and inspect the premises during reasonable business hours. Failure to allow an inspection is a violation of Section 1191.11.

(h) Enforcement and Administration. To ensure enforcement of Section 1191.11 and the approved plan for tree removal, various inspections will be performed at the site by the Urban Forester. The applicant will be responsible for all inspection fees in accordance with the Inspection Fees set and established by Resolution of the Council.

(i) Penalties and Remedies.

(1) In addition to the penalties as set forth in Section 1135.12, any person who violates any provision of Section 1191.11 shall forfeit and pay a civil penalty equal to the total value of those trees illegally removed or damaged, as computed from the International Society of Arboriculture shade tree value formula. Such sum shall accrue to the Municipality and may be recovered in a civil action brought by the Municipality. Such sum so collected shall be placed into the Street Tree Fund. Replacement of illegally removed trees may be required as restoration in lieu of money. This replacement will be computed on an inch-for-inch ratio based on the total diameter measured at dbh in inches of the illegally removed trees. If, because of destruction of the removed trees, exact inch-for-inch measurements cannot be obtained, the Municipality may use other means to estimate the tree loss. A combination of money and tree replacement may be required.

(2) Any person authorized or designated by the Planning and Zoning Administrator to enforce or administer Section 1191.11 may issue a stop work order to any person conducting any operation in violation

of Section 1191.11, including but not limited to failing to conspicuously display the tree removal permit upon the site. The written stop work order shall be posted upon the premises. A person shall not continue, or cause or allow to be continued, any operation in violation of such an order, except as authorized by the enforcing agency to abate a dangerous condition or remove the violation.

(3) If a stop work order is not obeyed, the enforcing agency or person may apply to a court of competent jurisdiction for any order enjoining the violation of the order. This remedy is in addition to, and not in limitation of, any other remedy provided by law or ordinance, and does not prevent criminal prosecution for failure to obey the order.

(4) Any person aggrieved by a stop work order may request review by the Planning and Zoning Administrator or his or her designee of the stop work order within one (1) working day of its issuance. The Planning and Zoning Administrator or his or her designee shall then determine whether the stop work order was properly issued due to operations being conducted in violation of the terms of Section 1191.11. The Planning and Zoning Administrator or his or her designee may lift the stop work order if the operations are determined to be in compliance with Section 1191.11.

(5) Any use or activity in violation of the terms of Section 1191.11 is hereby declared to be a nuisance per se, and may be abated by order of any court of competent jurisdiction. In addition to other remedies, the Municipality may institute any appropriate action or proceeding to prevent, abate, or restrain the violation. All costs, fees and expenses in connection with such action, including attorney fees incurred by the Municipality, shall be assessed against the violator.

1191.12 PUBLIC SPACES.

Within the public right-of-way and on public properties, no person or entity other than the Municipality shall plant a tree, shrub, evergreen, woody shrub or other obstruction on public property without the written consent of the City of Canal Winchester. The enforcement and penalty provisions of Chapter 1135 shall apply to this section.

(a) Tree Topping. No person shall, as a normal practice, top any tree within the public right-of-way. Topping is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy or disfigure the tree. With an immature tree, removing more than twenty-five percent (25%) of the canopy will be considered topping.

(b) Height of Limbs Over Sidewalks and Streets. Tree limbs extending over a sidewalk shall be trimmed to such an extent that no portion of the same shall be less than ten (10) feet above the sidewalks. Tree limbs extending over streets shall be trimmed to such an extent that no portion of the same shall interfere with the normal flow of traffic.

(c) Municipal Rights. The Municipality shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the rights-of-way of all streets, alleys, avenues, lanes and other public grounds as may be necessary to ensure public safety or to preserve or enhance the environmental quality and beauty of such public grounds. The Planning and Zoning Administrator may cause or order to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature poses a threat to the interruption of service to sewers, electric power lines, gas lines, water lines or other public improvements.

(d) Reducing Tree Lawn. No person shall by any type of construction reduce the size of a tree lawn without first securing permission from the Planning and Zoning Administrator.

(e) Utility Companies. Utility companies shall provide written evidence to the Planning and Zoning Administrator, of adherence to established guidelines (as recommended by the National Arborists Association) for line clearance work. These guidelines shall cover the following areas:

- (1) Tree trimming/pruning.
- (2) Tree removal.
- (3) Brushing.

(4) Right-of-way clearance for new transmission conductors on private rights-of-way.

(5) Chemical brush control and appropriate precautions.

(f) Removal, Replanting and Replacement in Public Places.

(1) Wherever it is necessary to remove a tree(s) or shrub(s) from any Municipally owned property, in connection with the paving of a sidewalk, or the paving or widening of a portion of a street, alley, or highway used for vehicular traffic, or any other reason, the Urban Forester must be contacted. At that time, the Urban Forester will determine if replacement of the trees and/or shrubs is feasible.

(g) Public Tree Care.

(1) The Urban Forester or its consultants shall notify the Street Tree Advisory Board those locations at which it deems the removal of street trees is necessary. The Urban Forester will notify the adjacent property owner(s) of the Municipality's intentions to remove the tree(s).

(2) The Municipality shall have the right to enter private property to gain access to trees adjacent to public areas for the purpose of proper pruning, after reasonable prior notice has been given to the property owner. To ensure that street trees thrive, homeowners are encouraged to confer with the Urban Forester, and water and mulch the trees as needed.

(3) No person or contractor, unless working on behalf of the municipality, shall attach any rope, wire, nails, advertising poster, decoration, decorative lighting, or other contrivance to any tree on Municipally owned property. No person shall permit any fire to burn where such fire or heat there from, or heat from any source will injure any portion of any tree on Municipally owned property. No person or contractor, unless working on behalf of the municipality, shall use herbicides or other chemicals on any trees, shrubs or evergreens locate on Municipally owned property.

(4) No person shall hinder, prevent, or interfere with the agents or employees of the Municipality while the agents or employees are engaged in planting, maintaining, or removing any tree, shrub, evergreen, or other plant material on Municipally owned property.

(5) No person shall excavate any ditch, tunnel, trench, or lay any drive within ten (10) feet from the drip line of any tree, shrub, evergreen, or other plant material standing on any Municipally owned property.

(6) It shall be unlawful for any person or contractor, unless working on behalf of the municipality, to break, deface, injure, mutilate, kill, or destroy any tree, shrub, or evergreen on any Municipally owned property.

(h) Removal of Stumps. All stumps of street trees shall be removed twelve (12) inches below the surface of the ground. Stumps shall be removed or shall be ground at the site. All residual material shall be removed from the site at the time the tree is removed and the site shall be restored as approved by the Urban Forester.

(i) Arborist License and Bond. It shall be unlawful for any person or contractor working on behalf of the municipality, to act as an arborist in the business or occupation of planting, pruning, treating, or removing street trees within the Municipality without providing documentation as a certified arborist or as the authorized representative of a certified arborist. Each applicant shall file evidence of possession of liability insurance in the minimum amount of \$1,000,000 indemnifying the Municipality or any person injured or damaged resulting from the pursuit of such endeavors as herein described.

(j) Appeal Procedures. Any person aggrieved by a decision of the Planning and Zoning Administrator may appeal the decision to the Planning and Zoning Commission as prescribed in Section 1137.06 (c).

(k) Tree Fund.

(1) Upon the issuance of a building permit for the construction of a building or structure in any

zoning district, the owner of said building or structure shall pay the sum as determined by the Canal Winchester Fee Schedule, a set fee per one lineal foot of frontage at the right-of-way to the Municipality's Street Tree Fund. This measurement shall include the side yard frontage on corner lots. The Street Tree Fund shall be used for the purpose of implementing the Street Tree Program, whose goal is to provide uniform street tree plantings and maintenance along public roadways within the Municipality.

(2) Payment to the Street Tree Fund shall be upon the issuance of a building permit. Such fee shall be waived if the fee was paid at the time of the original construction of the building or structure or if the buildings are part of a development project where landscaping at the interior streets is part of the overall development plan approved by the Planning and Zoning Commission. In such cases, the fee charged shall be only for the areas that are part of the development that front on existing streets and/or roads.

(3) All alterations or additions to buildings or structures on properties in the "Downtown" area shall only be charged one-third (1/3) of the street tree fee per lineal foot of frontage to be applied for street tree maintenance within the municipality.

(m) Donations. The Finance Director is hereby authorized to accept, on behalf of the Municipality, all gifts, money or other things or items of value for the purpose of planting, maintaining, removing, protecting, utilizing and promoting shade trees in accordance with the decision and approval of the STAB. However, a gift given expressly for a specific purpose shall, before the Municipality is deemed to have accepted it, be accepted by motion and vote of Council. If such motion to accept is rejected by Council, such gift, if already delivered to the Municipality, shall be returned to the donor and not accepted.

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: _____

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 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

**CHAPTER 1191
Landscaping and Screening**

1191.01	Purpose	1191.07	Signage
1191.02	Preservation of Trees and Wooded Areas	1191.08	Screening of Service Courts and Loading Dock Areas
1191.03	Tree Replacement	1191.09	Submittal Requirements
1191.04	Landscape Standards	1191.10	Installation and Maintenance
1191.05	Development Standards	1191.11	Tree Removal Permits
1191.06	Off-Street Parking Standards	1191.12	Public Spaces

CROSS REFERENCES

Administration, Enforcement and Penalty - see P. & Z. Chapter 1135

Off-Street Parking - see P. & Z. Chapter 1185

Signage - see P. & Z. Chapter 1189

1191.01 PURPOSE.

The purpose and intent of this chapter is the preservation and promotion of tree canopy coverage and landscaping as a suitable and necessary aspect of land development, as a component of Municipal development character, as an important beneficial element of the microclimate through the provision of shade and as buffers, and to promote the public health, safety and general welfare. It is further the purpose of this chapter to promote the preservation and, when necessary, replacement of major trees removed in the course of land development, to promote the proper utilization of landscaping as a buffer between certain land uses to minimize conflicts, and to protect, preserve and promote the character of the Municipality.

(a) *“Caliper”* the caliper of a tree shall be measured at six (6) inches above grade. For this chapter the term “caliper” only applies to new trees.

(b) *“Diameter Breast Height (dbh)”* the dbh of a tree shall be measured at four and one half (4 1/2 feet) above ground level. For this chapter the term “diameter breast height (dbh) only applies to existing trees.

(c) *“Major Tree”* For the purposes of this section, a major tree is defined by having diameter breast height of six (6) inches or greater.

(d) *“Opacity”* the degree to which a structure, use or view is screened from adjacent properties. Screening may include hard scape elements, plant material and or mounding as outlined in applicable section. Plant material used for screening must conform to the opacity requirements within four (4) years after planting.

(e) *“Woodlands”* For the purposes of this section, a Woodland is an area of trees and unique site characteristic that have been determined by the City of Canal Winchester and identified on the Canal Winchester Woodland Map.

1191.02 PRESERVATION OF TREES AND WOODED AREAS.

(a) All major trees shall be preserved unless exempted, as follows: The Urban Forester may approve the cutting down, removal or destruction of a major tree when the tree interferes with the proper development of a lot, provided that the lot is in the subject of application for approval of a zoning certificate, a site plan, a development plan, a variance, or a conditional use permit and one of the following applies:

- (1) The tree will be located within a public right-of-way or easement.

UPDATES ARE HIGHLIGHTED IN YELLOW

(2) The tree is located within the area to be covered by proposed structures or within twelve feet from the perimeter of structures, and the proposed structures cannot be located in a manner to avoid removal of the tree at the same time permitting desirable and logical development of the lot.

(3) The tree will be located within a proposed driveway designed to service a single family home.

(4) The tree is damaged, diseased or a safety hazard.

(5) The tree is an undesirable species in its present location.

(6) Established single family lots shall be exempt from this section, however; new subdivision development of single family lots shall not be exempt.

(b) When preparing and reviewing subdivision plans and landscape plans, good faith effort shall be made to preserve natural vegetation areas. Streets, lots, structures and parking areas shall be laid out to avoid the unnecessary destruction of wooded areas or outstanding tree specimens. Developers of land are encouraged to designate wooded areas as park reserves.

1191.03 TREE REPLACEMENT.

(a) Major Tree Replacement. During the course of development of a single lot or a subdivision, including Woodlands, the developer or owner shall be required to replace major trees removed pursuant to Section 1191.02 in accordance with the following schedule with trees having a trunk diameter of at least six (6) inches dbh.

Major Tree Replacement Schedule	
Trunk Diameter dbh	Replacement Schedule
Six (6) inches up to twelve (12) inches	One-for-one
Twelve (12) inches up to eighteen (18) inches	Two-for-one
Eighteen (18) inches up to twenty four (24) inches	Three-for-one
Twenty four (24) inches and greater	Four-for-one

(1) Replacements for major trees shall have a trunk diameter at planting of at least two and one-half (2.5) inches caliper.

(2) The requirement for major tree replacement shall be considered as being in addition to any other landscaping required by Section(s) 1191.02 through 1191.05.

(b) Replacement Schedule for Woodlands. In addition to the provisions in Section 1191.03(a), the developer or owner of a woodland, as identified on the Canal Winchester Woodland Map shall, during the course of development, be required to retain a minimum of forty percent (40%) of the woodland.

(c) Where it is impractical or not feasible to replace all of the trees on the affected lot or within the affected subdivision, staff may approve one, or any combination of the following alternatives as a means of meeting the tree replacement requirements:

(1) Replace as many trees as is practical on the affected lot;

(2) Replace as many trees as is practical within this affected subdivision phase;

(3) Replace as many trees as is practical within the affected subdivision;

(4) For those trees that cannot be replaced through steps one through three above, the developer shall be required to replace the trees elsewhere in the City, or

UPDATES ARE HIGHLIGHTED IN YELLOW

(5) Pay a fee as determined by the Canal Winchester Fee Schedule to support the City's effort to replace the trees on public land in the City;

(6) Use larger caliper replacement trees to achieve a planting of equal or greater value with fewer numbers.

1191.04 LANDSCAPE STANDARDS.

Proposed landscape materials should complement existing vegetation, all architectural features and general layout, and should be comprised of viable plant material. Landscaping design and materials shall consist of the following:

(a) Plants. All plant materials shall be living plants that conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under State regulations. Artificial plants are prohibited in all landscaped areas in the Municipality required as per this chapter.

(1) The Urban Forest Tree and Plants list for Canal Winchester shall be referenced for approved tree species in new landscape plans.

(b) Deciduous Trees. Deciduous trees shall be species having an average mature crown spread of greater than fifteen (15) feet in Central Ohio and having trunk(s) which can be maintained with over five (5) feet of clear wood in areas which have visibility requirements, except at vehicular use area intersections where eight (8) foot clear wood requirements will control. Trees having an average mature spread of crown less than fifteen (15) feet may be substituted by grouping of the same so as to create the equivalent of a fifteen (15) foot crown spread. Deciduous trees shall be a minimum of five (5) feet in height with a **minimum caliper of two (2) inches at planting.** The deciduous trees recommended as appropriate for Municipal environment and encouraged for use in meeting the requirements of this chapter are found in the recommended street tree list maintained by the Urban Forester.

(c) Evergreen Trees. Evergreen trees shall be a minimum of five (5) feet in height at planting.

(d) Shrubs and Hedges. Shrubs and hedges shall be at least two (2) feet in average height when planted.

(e) Earth Mounds. Earth mounds shall be physical barriers, which when planted block or screen the view just as a hedge or low wall would. Mounds shall be constructed of clean fill, top soil and similar materials, and shall be designed with proper plant material to prevent erosion and facilitate drainage. Earth mounds shall not exceed four (4) feet in height and shall be planted completely by plant material, which may include mulching limited to the immediate base of plantings, of which no greater than fifty (50) percent shall be turf.

(f) Screening Materials. Screening may consist of walls, fences, natural vegetation or a combination thereof acceptable to the Planning and Zoning Commission and with an opacity of no less than seventy-five (75) percent, except where superseded under Section 1191.08(a)(1). Only masonry and brick walls or solid wood privacy fencing is permitted for built screening. Such screening shall be between four (4) and six (6) feet in height and shall be maintained in good condition. Landscaping provided in lieu of such wall or fence shall consist of dense evergreen bushes planted no less than four (4) feet in height.

(g) Monoculture. Monoculture, or the extensive use of a single species of trees, shall be limited in order to minimize the potential for disease or pests to strike a particular species resulting in significant same-species loss. The following limits shall apply:

Maximum Use of Same Genus	
Number of Trees on Site	Maximum % of Same Genus

UPDATES ARE HIGHLIGHTED IN YELLOW

10-19	50%
20-39	33%
40-59	25%
Over 60	15%

1191.05 DEVELOPMENT STANDARDS.

(a) Non-Residential Uses. For all new construction, building additions, or land development for which a building permit and/or zoning certificate is required the following shall apply:

(1) All non-residential uses shall provide thirty (30) square feet of landscaped area for every one thousand (1,000) square feet of building ground coverage area, or fraction thereof. All areas of a lot not covered by buildings, structures, paving, or the landscaping required herein shall be covered by natural turf at a minimum.

(2) All commercial structures, and all industrial warehouse structures, shall be required to plant the required minimum landscaping listed below.

(A) A building between 1 sq. ft. to 30,000 sq. ft. is required to plant one (1) tree per 1,000 sq. ft. of ground floor area.

(B) A building between 30,001 sq. ft. to 60,000 sq. ft. is required to plant thirty (30) trees for the first 30,000 sq. ft. and an additional one tree per 2,000 sq. ft. above 30,001 sq. ft. of ground floor area.

(C) A building between 60,001 sq. ft. to 90,000 sq. ft. is required to plant forty five (45) trees for the first 60,000 sq. ft. and an additional one tree per 4,000 sq. ft. above 60,001 sq. ft. of ground floor area.

(D) A building over 90,001 sq. ft. is required to plant fifty three (53) trees for the first 90,000 sq. ft. and an additional one tree per 8,000 sq. ft. above 90,001 sq. ft. of ground floor area.

(i) In no instance shall the number of trees required to be planted exceed one hundred (100) trees.

(ii) Over fifty (50) trees, a fee-in-lieu planting per tree, as determined by the Canal Winchester Fee Schedule may be made to support the City's effort to replace the trees on public land in the City.

(3) All office uses, institutional uses, convalescent and nursing homes and child daycare facilities, shall be required to plant the required minimum landscaping listed below:

(A) A building between 1 sq. ft. to 30,000 sq. ft. is required to plant one (1) tree per 1,000 sq. ft. of ground floor area.

(B) A building between 30,001 sq. ft. to 60,000 sq. ft. is required to plant thirty (30) trees for the first 30,000 sq. ft. and an additional one tree per 1,500 sq. ft. above 30,001 sq. ft. of ground floor area.

(C) A building over 60,001 sq. ft. is required to plant fifty (50) trees for the first 60,000 sq. ft. and an additional one tree per 2,000 sq. ft. above 60,001 sq. ft. of ground floor area.

(i) In no instance shall the number of trees required to be planted exceed one hundred (100) trees.

(ii) Over fifty (50) trees, a fee-in-lieu planting per tree, as determined by the Canal Winchester Fee Schedule may be made to support the City's effort to replace the trees on

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public land in the City.

(b) Residential Uses. For all new construction, building additions, or land development for which a building permit and/or zoning certificate is required the following shall apply:

(1) All residences and residential land uses, per dwelling unit, there shall be a minimum of one (1) tree planted for every five hundred (500) square feet or fraction hereof of building ground coverage.

(2) Multi-Family Perimeter Treatment. For all multi-family residential uses a fifteen (15) foot landscaped perimeter shall be provided where such development is adjacent to or abuts a residential zoning district or public right-of-way, excluding on-site access drives. Such landscaping shall include a combination of trees, shrubs, hedges, earth mounds, and other natural features. No more than eighty (80) percent of natural landscaping material shall consist of turf.

(A) Screening Between Multi-Family Developments and Non-Residential Zoned Property. Screening shall consist of walls, fences, or natural vegetation in combination with a minimum four (4) foot mounding, said screening shall have an opacity of no less than fifty (50) percent, except where superseded under Section 1191.08 (a)(1). Screening between multi-family residential and non-residential developments shall be reviewed for approval by the Planning and Zoning Commission. Only masonry and brick walls or solid wood privacy fencing is permitted for built screening, shall be maintained in good condition, and comply with Section 1181.07. Landscaping provided in lieu of such wall or fence shall consist of dense evergreen bushes planted no less than two (2) feet in height or evergreen trees at no more than thirty (30) feet spacing at five (5) feet in height at the time of planting. A minimum of one evergreen tree and four evergreen or deciduous shrubs per 1,000 sq. ft. of landscaped area for areas in all combinations of screening materials will be planted.

(B) The opacity of fifty (50) percent will take into consideration existing vegetation to be preserved and shall contain at least the minimum evergreen trees and shrubs. The minimum tree shall be five (5) feet in height with a minimum caliper of two (2) inches at the time of planting. The minimum shrub shall be two (2) feet in height at the time of planting.

(c) Existing Trees. Existing healthy trees and shrubs shall be preserved and incorporated into the overall site and landscape design to the maximum extent practical as determined by the City. Existing trees may be credited towards minimum tree planning requirements as follows:

(1) Existing trees, which are preserved, may be credited toward the tree planting requirements of this Section according to the Credit for Existing Trees Table. Tree credits shall be given as long as all other provisions and the intent of this Code is met. Fractional caliper measurements shall be attributed to the next lowest category.

Credit for Existing Trees – in aggregate inches	
DBH	Number of Tree Credits
20+ total inches	4 Trees
13 - 19 total inches	3 Trees
8 - 12 total inches	2 Trees
2 - 7 total inches	1 Tree

(2) No credit shall be given for existing preserved trees that are:

- (A) Not located on the actual development site;
- (B) Not properly protected from damage during the construction process;
- (C) Prohibited Species in the Urban Forester Street Tree List;

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(D) Dead, dying, diseased, or infested with harmful insects.

(3) No new tree planting shall be required if existing trees to remain on site after development, and the aggregate trunk sizes of such trees, meet or exceed the requirements set forth above.

(d) Any combination of existing and new trees may be used to meet the requirements of this section.

1191.06 OFF-STREET PARKING STANDARDS

(a) Off-Street Parking Areas. Off-street parking areas for more than five (5) vehicles shall be effectively screened on each side which abuts a residential zoning district or public right-of-way by a masonry wall or solid wood fence. Such wall or fence shall be no higher than four (4) feet and shall be maintained in good condition. Landscaping provided in lieu of such wall or fence shall consist of a strip of land not less than fifteen (15) feet in width planted with an evergreen hedge or dense planting of evergreen shrubs not less than four (4) feet in height. This subsection shall apply to bed and breakfast inns regardless of the size of off-street parking area.

(1) All off-street parking areas shall provide one (1) tree of no less than two (2) inches caliper, for every six (6) parking spaces, unless specified below. A minimum of fifty percent (50%) of the off-street parking trees shall be planted in parking lot islands. The remainder must be planted within ten (10) feet of the perimeter of the parking lot.

(A) Parking Lot Islands. Each landscaped tree island in a single loaded parking stall design shall have a minimum area of one hundred and sixty two (162) square feet with a minimum width of nine (9) feet. Each landscaped tree island located in a double loaded parking stall shall have a minimum area of three hundred twenty-four (324) square feet, with a minimum width of nine (9) feet.

(B) Exemptions. Parking lots with landscape tree islands that provide a minimum area of 1,200 cubic feet to accommodate a large species shade tree shall be credited on a two-to-one ratio on the off-street tree planting requirements. The minimum dimensions for planting areas shall be nine (9) feet on one side.

(2) All parking lot islands and peninsulas shall be designed to provide a minimum of three (3) feet in depth, for soil in a friable condition for healthy tree and plant growth.

(3) All trees shall be balled and burlapped or containerized/potted when planted. The top eighteen (18) inches of the burlap bag and cage shall be removed when planting.

(4) All trees shall be maintained in a healthy condition.

(b) In no instance shall the number of trees required to be planted exceed one hundred (100) trees, when combined with the tree planting requirements in Section 1191.05.

1191.07 SIGNAGE

(a) Signage. A landscaped area totaling a minimum of fifty (50) square feet shall be provided centered on the base of all freestanding signs and should be comprised of a variety of natural materials, such as turf, ground cover, shrubs, and hedges. No more than fifty (50) percent of natural landscaping material shall consist of turf. Low maintenance plant materials should be utilized. A sketch plan drawn to scale and indicating plant material by type (Latin/Botanical names) and quantity shall be provided with the application for a Sign Permit.

1191.08 SCREENING OF SERVICE COURTS AND LOADING DOCK AREAS.

(a) Screening of Service Courts and Loading Dock Areas. All areas used for service, loading and unloading activities shall be screened along the entire lot line if adjacent to or abutting a residential

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zoning district or public right-of-way. The following requirements shall apply:

(1) Screening of Trash Container Receptacles. For all non-single family residential uses requiring trash container receptacles, such as dumpsters, all such containers or receptacles shall be enclosed on all sides by walls or fences with an opacity of one hundred (100) percent and a minimum height of six (6) feet. Such containers or receptacles when located adjacent to or abutting a residential zoning district shall in addition be landscaped on all sides visible from such districts by shrubs and hedges with an opacity of seventy-five (75) percent. Trash containers and receptacles shall be located behind the building line and shall be located to the rear of non-residential uses. Trash containers and receptacles shall conform to side and rear yard setback requirements and for non-residential uses adjacent to a residential zoning district, such containers and receptacles shall be located no closer than twenty-five (25) feet to any property line.

1191.09 SUBMITTAL REQUIREMENTS.

(a) Procedure. Landscaping plans shall be submitted to the Planning and Zoning Administrator whenever an application is filed for a non-single family residential use as a part of a request for a Certificate of Zoning Compliance, zoning map amendment, conditional use permit, and in conjunction with the submittal requirements for Planned Districts.

(b) Plan Contents. The landscaping plan shall be prepared by a licensed design professional or landscape architect and shall include the following information:

(1) Plot plan drawn to scale indicating property lines, easements, proposed improvements, natural features, drainage, adjacent uses and structures, and proposed landscaping which shall include botanical and common names, dbh of deciduous trees, installation size, on-center planting dimensions where applicable, and a summary of all landscaping materials used on-site, new and existing, by type, common name, and quantity.

(2) In the case where trees are to be removed as part of any site development, the plot plan shall, in addition to items included in (1) above, also specifically indicate any trees to be removed and include botanical and common names and location of any major trees and any significant trees, as determined by a site visit.

(3) Title block with the pertinent names and addresses of property owner, applicant, design professional or landscape architect including the architect's seal, scale, date, north arrow, address of the subject property, and name of the subdivision (if applicable).

(c) Criteria for Review. The submitted landscaping plan shall be reviewed to determine if proposed improvements comply with the requirements and standards of this Chapter and commonly accepted landscaping and design standards. The Planning and Zoning Commission and/or Planning and Zoning Administrator may call upon professional services from either the public or private sectors to provide an evaluation relative to any submitted landscaping plan.

1191.10 INSTALLATION AND MAINTENANCE.

(a) Installation. Landscaping plans and the improvements identified therein meeting the requirements of this Chapter shall be completely installed no later than six (6) months subsequent to the date of issuance of a Temporary Certificate of Use and Occupancy. A single three (3) month extension may be granted by the Planning and Zoning Administrator upon request of the Applicant upon demonstration that such extension is warranted because of adverse weather conditions or unavailability of approved landscaping material. All landscaping material shall be installed in a sound, professional manner and according to accepted landscaping and planting procedures.

(b) Maintenance. All landscaping material shall be maintained in proper and healthful condition. Property owners shall maintain landscaped areas in a proper, neat and orderly appearance, and free from refuse and debris. Upon issuance of a citation, corrective action shall be completed within sixty (60) days unless the Planning and Zoning Administrator determines that weather constraints require

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one additional sixty (60) day period. Failure to meet the requirements of this section shall constitute violation of this Zoning Code and enforcement and penalty requirements of Chapter 1135 shall apply.

(c) Dead or Diseased Trees. It shall be unlawful for any property owner to maintain or permit to stand on his or her property, dead, diseased, or damaged trees, shrubs, evergreens or other plants which are deemed by the Municipality to be a menace to the public peace, health, and safety.

1191.11 TREE REMOVAL PERMITS.

(a) No person shall do any of the following without first having obtained a tree removal permit:

- (1) Remove, damage, or destroy any tree or similar woody vegetation of any dbh in a woodland.
- (2) Remove, damage, or destroy any tree or similar woody vegetation of six inch (6") dbh or greater which is not located in a woodland.
- (3) Conduct any tree clearing activities.

(b) Exceptions.

(1) The removal or trimming of any trees by or on behalf of a resident owner of a one-family dwelling unit, one-family cluster-housing unit, site condominium unit, or residential condominium unit from an area under the owner's exclusive control. This exception shall not apply to removal of trees from common areas.

(2) Upon prior approval by the Urban Forester, the removal of or trimming of trees necessitated by the installation, repair or maintenance work performed in a public utility easement or approved private easement for public utilities.

(3) The removal or trimming of trees if performed by or on behalf of Canal Winchester, Franklin or Fairfield County, Ohio Department of Transportation, Franklin or Fairfield County Public Works Office or other public agencies, or a public utility company in a public right-of-way, upon public property, or upon a private easement for public utilities in connection with a publicly awarded construction project, the installation of public streets or public sidewalks, or installation of public utilities within a private or public easement established for such purpose.

(4) The trimming and pruning of trees as part of normal maintenance of landscaping or orchards, if performed in accordance with accepted forestry or agricultural standards and techniques.

(5) The removal or trimming of dead, diseased or damaged trees if performed by or on behalf of Canal Winchester, Franklin or Fairfield County, Ohio Department of Transportation, Franklin or Fairfield County Public Works Office or other public agencies in a public right-of-way or upon public property if done to prevent injury or damage to persons or property.

(6) The removal or trimming of dead, diseased or damaged trees provided that the damage resulted from an accident or non-human cause, and provided further that the removal or trimming is accomplished through the use of standard forestry practices and techniques.

(7) The removal or transplanting of trees during the operation of a commercial nursery or tree farm or practicing sustained-yield forestry (land stays a productive forest).

(8) Actions made necessary by an emergency, such as a tornado, windstorm, flood, freeze, dangerous and infectious insect infestation or disease or other disaster, in order to prevent injury or damage to persons or property or restore order.

(d) Content of Application.

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(1) Required Information. An applicant for a tree removal permit for a parcel of one (1) acre or more, if required by Section 1191.11, shall submit the following materials to the Municipality:

(A) A completed tree removal permit application on a form prescribed by Planning and Zoning Administrator, which such application shall include the following information:

- i. The name, address and telephone number of the applicant and/or the applicant's agent.
- ii. The name, address and telephone number of the owner of the property.
- iii. The project location, including as applicable, the address, the street, road, or highway, section number, lot or unit number, and the name of the subdivision or development.
- iv. A detailed description and statement of the activity to be undertaken.

(B) A tree removal permit application fee in the amount as established by the adopted fee schedule.

(C) If the applicant is not the owner of the property, a written authorization from the owner allowing the proposed activity.

(D) Five (5) copies of a tree survey prepared by a certified arborist and a plan for proposed tree removal containing all of the following information:

- i. The shape and dimensions of the property, and the location of any existing and proposed structure or improvement.
- ii. The location of all existing trees of six inch (6") or greater dbh, identified by common and botanical name. Trees proposed to remain, to be transplanted, or to be removed shall be designated. A cluster of trees may be designated as a "stand" of trees, and predominant species, estimated number, and average size shall be indicated. Clusters of trees located within an approved open space which is to be preserved may be designated as an "open space stand" and identified in the same manner as a "stand" without individual identification and location.
- iii. A description of tree species, size, density, health and vigor.
- iv. The location and dimension of all setbacks required by existing zoning requirements.
- v. A statement that all retained trees will be identified by a method, such as painting or flagging. If protective barriers are deemed necessary by Canal Winchester, the statement shall include a description of how the retained trees are to be protected, with an acknowledgment that the barriers must be in place before operations commence.
- vi. A general grading plan prepared by a registered engineer or land surveyor showing the anticipated drainage patterns, including the location of any areas where cut and fill operations are likely to occur, to enable Canal Winchester to determine the impact of the proposal on the viability of the existing trees.

(e) Application Review Procedures.

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(1) Procedure. Canal Winchester shall review the submitted application for a tree removal permit required by Section 1191.11 to determine that all required information has been provided. At the request of the applicant or the Municipality, an administrative review meeting may be held to review the request in light of the purpose and the review standards of Section 1191.11. A field inspection of the site may be conducted by the Urban Forester and/or his or her designee. Where the site proposed for development requires review or approval by the Planning and Zoning Commission of the subdivision layout, qualification for one-family cluster, or special land use approval, the Planning and Zoning Commission shall be responsible for approval or denial of the request for a tree removal permit (subject to affirmance, reversal or modification by the Council of Canal Winchester with respect to tentative preliminary plat approval, or any other approval for which Council has final authority). In all other instances, the review of tree removal permit requests shall be the responsibility of the Urban Forester or his or her designee. All decisions shall be made in accordance with the review standards of Section 1191.11.

(2) Denial. If an application for a tree removal permit is denied, the permit applicant shall be notified in writing of the reasons for denial by the Urban Forester.

(3) Approval; Conditions; Performance Requirements. If an application for a tree removal permit is granted, the reviewing authority may do any or all of the following:

(A) Attach to the granting of the permit reasonable conditions considered necessary by the reviewing authority to ensure the intent of Section 1191.11 is fulfilled and to minimize damage to, encroachment in, or interference with natural resources and processes within wooded areas.

(B) Set a reasonable time frame within which to complete tree removal operations.

(C) Require a permit holder to deposit a performance bond, or other acceptable security, equal to 100% of the cost of the improvements to ensure compliance with the terms of Section 1191.11, including the planting of any required replacement trees. Once the trees designated to be removed have been removed and any required replacement trees have been planted and inspected, the Municipality shall release the bond or security. If the permit holder has provided a bond or other performance guarantee to the Municipality under any other ordinance or regulation, and such bond or guarantee is deemed adequate by the Municipality to ensure compliance with Section 1191.11, no additional performance guarantee shall be required under this Section.

(f) Term of Permit.

(1) Any and all tree removal permits issued by the Municipality to a developer shall expire (unless extended) at the same time as the contemporaneous approval granted by the Municipality for the development, if any (e.g. preliminary plan, preliminary site plan, special land use, site plan approval, etc.).

(2) Any and all tree removal permits issued by the Municipality to any person for an activity regulated under Section 1191.11 for which a contemporaneous approval of the development is not required (e.g. removal of trees by a builder in connection with construction of a residence upon a lot or parcel) shall expire one year from the date of issuance.

(3) Any activity regulated under Section 1191.11 which is to be commenced after expiration of a tree removal permit shall require a new application, additional fees, and new review and approval.

(g) Protection of Trees and Woodlands during Construction; Display of Permit.

(1) No individual shall conduct any activity within ten (10) feet of the drip line of any tree designated to remain, including but not limited to placing solvents, building material, construction

UPDATES ARE HIGHLIGHTED IN YELLOW

equipment, or soil deposits within the drip line.

(2) During construction, no individual shall attach a device or wire to any remaining tree, except to cordon off protected areas.

(3) Before development, land clearing, filling, or any property alteration for which a tree removal permit is required, the developer or builder shall erect and maintain suitable barriers such as snow fencing, cyclone fencing, etc., to protect remaining trees. Wood, metal, or other substantial material shall be utilized in the construction of barriers. Protective barriers shall remain in place until the Urban Forester, or his or her designee, authorizes their removal. Barriers are required for all trees designated to remain, except in the following cases:

A. Street right-of-way and utility easement may be cordoned by placing stakes a minimum of twenty-five (25) feet apart and tying ribbon, plastic tape, or other brightly visible materials at least two and one-half (2 ½') feet above the ground from stake to stake along the outside perimeters of areas to be cleared.

B. Large property areas separate from the construction or land clearing area onto which no equipment will venture shall be cordoned off.

(4) The permit holder shall conspicuously display the tree removal permit on-site. The permit shall be displayed continuously while trees are being removed or while activities authorized under the permit are performed, and for ten (10) days following completion of those activities. The permit holder shall allow the Urban Forester to enter and inspect the premises during reasonable business hours. Failure to allow an inspection is a violation of Section 1191.11.

(h) Enforcement and Administration. To ensure enforcement of Section 1191.11 and the approved plan for tree removal, various inspections will be performed at the site by the Urban Forester. The applicant will be responsible for all inspection fees in accordance with the Inspection Fees set and established by Resolution of the Council.

(i) Penalties and Remedies.

(1) In addition to the penalties as set forth in Section 1135.12, any person who violates any provision of Section 1191.11 shall forfeit and pay a civil penalty equal to the total value of those trees illegally removed or damaged, as computed from the International Society of Arboriculture shade tree value formula. Such sum shall accrue to the Municipality and may be recovered in a civil action brought by the Municipality. Such sum so collected shall be placed into the Street Tree Fund. Replacement of illegally removed trees may be required as restoration in lieu of money. This replacement will be computed on an inch-for-inch ratio based on the total diameter measured at dbh in inches of the illegally removed trees. If, because of destruction of the removed trees, exact inch-for-inch measurements cannot be obtained, the Municipality may use other means to estimate the tree loss. A combination of money and tree replacement may be required.

(2) Any person authorized or designated by the Planning and Zoning Administrator to enforce or administer Section 1191.11 may issue a stop work order to any person conducting any operation in violation of Section 1191.11, including but not limited to failing to conspicuously display the tree removal permit upon the site. The written stop work order shall be posted upon the premises. A person shall not continue, or cause or allow to be continued, any operation in violation of such an order, except as authorized by the enforcing agency to abate a dangerous condition or remove the violation.

(3) If a stop work order is not obeyed, the enforcing agency or person may apply to a court of competent jurisdiction for any order enjoining the violation of the order. This remedy is in addition to, and not in limitation of, any other remedy provided by law or ordinance, and does not prevent criminal prosecution for failure to obey the order.

UPDATES ARE HIGHLIGHTED IN YELLOW

(4) Any person aggrieved by a stop work order may request review by the Planning and Zoning Administrator or his or her designee of the stop work order within one (1) working day of its issuance. The Planning and Zoning Administrator or his or her designee shall then determine whether the stop work order was properly issued due to operations being conducted in violation of the terms of Section 1191.11. The Planning and Zoning Administrator or his or her designee may lift the stop work order if the operations are determined to be in compliance with Section 1191.11.

(5) Any use or activity in violation of the terms of Section 1191.11 is hereby declared to be a nuisance per se, and may be abated by order of any court of competent jurisdiction. In addition to other remedies, the Municipality may institute any appropriate action or proceeding to prevent, abate, or restrain the violation. All costs, fees and expenses in connection with such action, including attorney fees incurred by the Municipality, shall be assessed against the violator.

1191.12 PUBLIC SPACES.

Within the public right-of-way and on public properties, no person or entity other than the Municipality shall plant a tree, shrub, evergreen, woody shrub or other obstruction on public property without the written consent of the City of Canal Winchester. The enforcement and penalty provisions of Chapter 1135 shall apply to this section.

(a) Tree Topping. No person shall, as a normal practice, top any tree within the public right-of-way. Topping is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy or disfigure the tree. With an immature tree, removing more than twenty-five percent (25%) of the canopy will be considered topping.

(b) Height of Limbs Over Sidewalks and Streets. Tree limbs extending over a sidewalk shall be trimmed to such an extent that no portion of the same shall be less than ten (10) feet above the sidewalks. Tree limbs extending over streets shall be trimmed to such an extent that no portion of the same shall interfere with the normal flow of traffic.

(c) Municipal Rights. The Municipality shall have the right to plant, prune, and maintain trees and shrubs at their discretion and to remove trees, plants and shrubs within the rights-of-way of all streets, alleys, avenues, lanes and other public grounds as may be necessary to ensure public safety or to preserve or enhance the environmental quality and beauty of such public grounds. The Planning and Zoning Administrator may cause or order to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature poses a threat to the interruption of service to sewers, electric power lines, gas lines, water lines or other public improvements.

(d) Reducing Tree Lawn. No person shall by any type of construction reduce the size of a tree lawn without first securing permission from the Planning and Zoning Administrator.

(e) Utility Companies. Utility companies shall provide written evidence to the Planning and Zoning Administrator, of adherence to established guidelines (as recommended by the National Arborists Association) for line clearance work. These guidelines shall cover the following areas:

- (1) Tree trimming/pruning.
- (2) Tree removal.
- (3) Brushing.
- (4) Right-of-way clearance for new transmission conductors on private rights-of-way.
- (5) Chemical brush control and appropriate precautions.

UPDATES ARE HIGHLIGHTED IN YELLOW

(f) Removal, Replanting and Replacement in Public Places.

(1) Wherever it is necessary to remove a tree(s) or shrub(s) from any Municipally owned property, in connection with the paving of a sidewalk, or the paving or widening of a portion of a street, alley, or highway used for vehicular traffic, or any other reason, the Urban Forester must be contacted. At that time, the Urban Forester will determine if replacement of the trees and/or shrubs is feasible.

(g) Public Tree Care.

(1) The Urban Forester or its consultants shall notify the Street Tree Advisory Board those locations at which it deems the removal of street trees is necessary. The Urban Forester will notify the adjacent property owner(s) of the Municipality's intentions to remove the tree(s).

(2) The Municipality shall have the right to enter private property to gain access to trees adjacent to public areas for the purpose of proper pruning, after reasonable prior notice has been given to the property owner. To ensure that street trees thrive, homeowners are encouraged to confer with the Urban Forester, and water and mulch the trees as needed.

(3) No person or contractor, unless working on behalf of the municipality, shall attach any rope, wire, nails, advertising poster, decoration, decorative lighting, or other contrivance to any tree on Municipally owned property. No person shall permit any fire to burn where such fire or heat there from, or heat from any source will injure any portion of any tree on Municipally owned property. No person or contractor, unless working on behalf of the municipality, shall use herbicides or other chemicals on any trees, shrubs or evergreens locate on Municipally owned property.

(4) No person shall hinder, prevent, or interfere with the agents or employees of the Municipality while the agents or employees are engaged in planting, maintaining, or removing any tree, shrub, evergreen, or other plant material on Municipally owned property.

(5) No person shall excavate any ditch, tunnel, trench, or lay any drive within ten (10) feet from the drip line of any tree, shrub, evergreen, or other plant material standing on any Municipally owned property.

(6) It shall be unlawful for any person or contractor, unless working on behalf of the municipality, to break, deface, injure, mutilate, kill, or destroy any tree, shrub, or evergreen on any Municipally owned property.

(h) Removal of Stumps. All stumps of street trees shall be removed twelve (12) inches below the surface of the ground. Stumps shall be removed or shall be ground at the site. All residual material shall be removed from the site at the time the tree is removed and the site shall be restored as approved by the Urban Forester.

(i) Arborist License and Bond. It shall be unlawful for any person or contractor working on behalf of the municipality, to act as an arborist in the business or occupation of planting, pruning, treating, or removing street trees within the Municipality without providing documentation as a certified arborist or as the authorized representative of a certified arborist. Each applicant shall file evidence of possession of liability insurance in the minimum amount of \$1,000,000 indemnifying the Municipality or any person injured or damaged resulting from the pursuit of such endeavors as herein described.

(j) Appeal Procedures. Any person aggrieved by a decision of the Planning and Zoning Administrator may appeal the decision to the Planning and Zoning Commission as prescribed in Section 1137.06 (c).

(k) Tree Fund.

(1) Upon the issuance of a building permit for the construction of a building or structure

UPDATES ARE HIGHLIGHTED IN YELLOW

in any zoning district, the owner of said building or structure shall pay the sum as determined by the Canal Winchester Fee Schedule, a set fee per one lineal foot of frontage at the right-of-way to the Municipality's Street Tree Fund. This measurement shall include the side yard frontage on corner lots. The Street Tree Fund shall be used for the purpose of implementing the Street Tree Program, whose goal is to provide uniform street tree plantings and maintenance along public roadways within the Municipality.

(2) Payment to the Street Tree Fund shall be upon the issuance of a building permit. Such fee shall be waived if the fee was paid at the time of the original construction of the building or structure or if the buildings are part of a development project where landscaping at the interior streets is part of the overall development plan approved by the Planning and Zoning Commission. In such cases, the fee charged shall be only for the areas that are part of the development that front on existing streets and/or roads.

(3) All alterations or additions to buildings or structures on properties in the "Downtown" area shall only be charged one-third (1/3) of the street tree fee per lineal foot of frontage to be applied for street tree maintenance within the municipality.

(m) Donations. The Finance Director is hereby authorized to accept, on behalf of the Municipality, all gifts, money or other things or items of value for the purpose of planting, maintaining, removing, protecting, utilizing and promoting shade trees in accordance with the decision and approval of the STAB. However, a gift given expressly for a specific purpose shall, before the Municipality is deemed to have accepted it, be accepted by motion and vote of Council. If such motion to accept is rejected by Council, such gift, if already delivered to the Municipality, shall be returned to the donor and not accepted.

UPDATED ORDINANCE

ORDINANCE NO. 18-048

AN ORDINANCE AMENDING SECTION 11991 OF THE CODIFIED ORDINANCES REGARDING LANDSCAPING AND SCREENING.

WHEREAS, in order to promote, protect, and preserve the character of the municipality it is necessary to revise the requirements for landscaping and screening in the City;

WHEREAS, the Planning and Zoning Commission initiated Application #ZA-18-006 following a public hearing held on October 8, 2018 and has recommended approval of this ordinance; 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, STATE OF OHIO:

Section 1. That Section 1191 of the Codified Ordinance of the City of Canal Winchester is hereby amended to read as follows:

CHAPTER 1191 Landscaping and Screening

- 1191.01 Purpose
- 1191.02 Preservation of Trees and Wooded Areas
- 1191.03 Tree Replacement
- 1191.04 Landscape Standards
- 1191.05 Development Standards
- 1191.06 Off-Street Parking Standards
- 1191.07 Signage
- 1191.08 Screening of Service Courts and Loading Dock Areas
- 1191.09 Submittal Requirements
- 1191.10 Installation and Maintenance
- 1191.11 Tree Removal Permits
- 1191.12 Public Spaces

CROSS REFERENCES

Administration, Enforcement and Penalty - see P. & Z. Chapter 1135
Off-Street Parking - see P. & Z. Chapter 1185
Signage - see P. & Z. Chapter 1189

1191.01 PURPOSE.

The purpose and intent of this chapter is the preservation and promotion of tree canopy coverage and landscaping as a suitable and necessary aspect of land development, as a component of Municipal development character, as an important beneficial element of the microclimate through the provision of shade and as buffers, and to promote the public health, safety and general welfare. It is further the purpose of this chapter to promote the preservation and, when necessary, replacement of major trees removed in the course of land development, to promote the proper utilization of landscaping as a buffer between certain land uses to minimize conflicts, and to protect, preserve and promote the character of the Municipality.

(a) *“Caliper”* the caliper of a tree shall be measured at six (6) inches above grade. For this chapter the term “caliper” only applies to new trees.

(b) *“Diameter Breast Height (dbh)”* the dbh of a tree shall be measured at four and one half (4 1/2 feet) above ground level. For this chapter the term “diameter breast height (dbh) only applies to existing trees.

UPDATED ORDINANCE

(c) “*Major Tree*” For the purposes of this section, a major tree is defined by having diameter breast height of six (6) inches or greater.

(d) “Opacity” the degree to which a structure, use or view is screened from adjacent properties. Screening may include hard scape elements, plant material and or mounding as outlined in applicable section. Plant material used for screening must conform to the opacity requirements within four (4) years after planting.

(e) “*Woodlands*” For the purposes of this section, a Woodland is an area of trees and unique site characteristic that have been determined by the City of Canal Winchester and identified on the Canal Winchester Woodland Map.

1191.02 PRESERVATION OF TREES AND WOODED AREAS.

(a) All major trees shall be preserved unless exempted, as follows: The Urban Forester may approve the cutting down, removal or destruction of a major tree when the tree interferes with the proper development of a lot, provided that the lot is in the subject of application for approval of a zoning certificate, a site plan, a development plan, a variance, or a conditional use permit and one of the following applies:

(1) The tree will be located within a public right-of-way or easement.

(2) The tree is located within the area to be covered by proposed structures or within twelve feet from the perimeter of structures, and the proposed structures cannot be located in a manner to avoid removal of the tree at the same time permitting desirable and logical development of the lot.

(3) The tree will be located within a proposed driveway designed to service a single family home.

(4) The tree is damaged, diseased or a safety hazard.

(5) The tree is an undesirable species in its present location.

(6) Established single family lots shall be exempt from this section, however; new subdivision development of single family lots shall not be exempt.

(b) When preparing and reviewing subdivision plans and landscape plans, good faith effort shall be made to preserve natural vegetation areas. Streets, lots, structures and parking areas shall be laid out to avoid the unnecessary destruction of wooded areas or outstanding tree specimens. Developers of land are encouraged to designate wooded areas as park reserves.

1191.03 TREE REPLACEMENT.

(a) Major Tree Replacement. During the course of development of a single lot or a subdivision, including Woodlands, the developer or owner shall be required to replace major trees removed pursuant to Section 1191.02 in accordance with the following schedule with trees having a trunk diameter of at least six (6) inches dbh.

Major Tree Replacement Schedule	
Trunk Diameter dbh	Replacement Schedule
Six (6) inches up to twelve (12) inches	One-for-one
Twelve (12) inches up to eighteen (18) inches	Two-for-one
Eighteen (18) inches up to twenty four (24) inches	Three-for-one
Twenty four (24) inches and greater	Four-for-one

(1) Replacements for major trees shall have a trunk diameter at planting of at least two and one-half (2.5) inches caliper.

(2) The requirement for major tree replacement shall be considered as being in addition to any other landscaping required by Section(s) 1191.02 through 1191.05.

(b) Replacement Schedule for Woodlands. In addition to the provisions in Section 1191.03(a), the

UPDATED ORDINANCE

developer or owner of a woodland, as identified on the Canal Winchester Woodland Map shall, during the course of development, be required to retain a minimum of forty percent (40%) of the woodland.

(c) Where it is impractical or not feasible to replace all of the trees on the affected lot or within the affected subdivision, staff may approve one, or any combination of the following alternatives as a means of meeting the tree replacement requirements:

- (1) Replace as many trees as is practical on the affected lot;
- (2) Replace as many trees as is practical within this affected subdivision phase;
- (3) Replace as many trees as is practical within the affected subdivision;
- (4) For those trees that cannot be replaced through steps one through three above, the developer shall be required to replace the trees elsewhere in the City, or
- (5) Pay a fee as determined by the Canal Winchester Fee Schedule to support the City's effort to replace the trees on public land in the City;
- (6) Use larger caliper replacement trees to achieve a planting of equal or greater value with fewer numbers.

1191.04 LANDSCAPE STANDARDS.

Proposed landscape materials should complement existing vegetation, all architectural features and general layout, and should be comprised of viable plant material. Landscaping design and materials shall consist of the following:

(a) Plants. All plant materials shall be living plants that conform to the standards of the American Association of Nurserymen and shall have passed any inspections required under State regulations. Artificial plants are prohibited in all landscaped areas in the Municipality required as per this chapter.

(1) The Urban Forest Tree and Plants list for Canal Winchester shall be referenced for approved tree species in new landscape plans.

(b) Deciduous Trees. Deciduous trees shall be species having an average mature crown spread of greater than fifteen (15) feet in Central Ohio and having trunk(s) which can be maintained with over five (5) feet of clear wood in areas which have visibility requirements, except at vehicular use area intersections where eight (8) foot clear wood requirements will control. Trees having an average mature spread of crown less than fifteen (15) feet may be substituted by grouping of the same so as to create the equivalent of a fifteen (15) foot crown spread. Deciduous trees shall be a minimum of five (5) feet in height with a minimum caliper of two (2) inches at planting. The deciduous trees recommended as appropriate for Municipal environment and encouraged for use in meeting the requirements of this chapter are found in the recommended street tree list maintained by the Urban Forester.

(c) Evergreen Trees. Evergreen trees shall be a minimum of five (5) feet in height at planting.

(d) Shrubs and Hedges. Shrubs and hedges shall be at least two (2) feet in average height when planted.

(e) Earth Mounds. Earth mounds shall be physical barriers, which when planted block or screen the view just as a hedge or low wall would. Mounds shall be constructed of clean fill, top soil and similar materials, and shall be designed with proper plant material to prevent erosion and facilitate drainage. Earth mounds shall not exceed four (4) feet in height and shall be planted completely by plant material, which may include mulching limited to the immediate base of plantings, of which no greater than fifty (50) percent shall be turf.

(f) Screening Materials. Screening may consist of walls, fences, natural vegetation or a combination thereof acceptable to the Planning and Zoning Commission and with an opacity of no less than seventy-five (75) percent, except where superseded under Section 1191.08(a)(1). Only masonry and brick walls or solid wood

UPDATED ORDINANCE

privacy fencing is permitted for built screening. Such screening shall be between four (4) and six (6) feet in height and shall be maintained in good condition. Landscaping provided in lieu of such wall or fence shall consist of dense evergreen bushes planted no less than four (4) feet in height.

(g) Monoculture. Monoculture, or the extensive use of a single species of trees, shall be limited in order to minimize the potential for disease or pests to strike a particular species resulting in significant same-species loss. The following limits shall apply:

Maximum Use of Same Genus	
Number of Trees on Site	Maximum % of Same Genus
10-19	50%
20-39	33%
40-59	25%
Over 60	15%

1191.05 DEVELOPMENT STANDARDS.

(a) Non-Residential Uses. For all new construction, building additions, or land development for which a building permit and/or zoning certificate is required the following shall apply:

(1) All non-residential uses shall provide thirty (30) square feet of landscaped area for every one thousand (1,000) square feet of building ground coverage area, or fraction thereof. All areas of a lot not covered by buildings, structures, paving, or the landscaping required herein shall be covered by natural turf at a minimum.

(2) All commercial structures, and all industrial warehouse structures, shall be required to plant the required minimum landscaping listed below.

(A) A building between 1 sq. ft. to 30,000 sq. ft. is required to plant one (1) tree per 1,000 sq. ft. of ground floor area.

(B) A building between 30,001 sq. ft. to 60,000 sq. ft. is required to plant thirty (30) trees for the first 30,000 sq. ft. and an additional one tree per 2,000 sq. ft. above 30,001 sq. ft. of ground floor area.

(C) A building between 60,001 sq. ft. to 90,000 sq. ft. is required to plant forty five (45) trees for the first 60,000 sq. ft. and an additional one tree per 4,000 sq. ft. above 60,001 sq. ft. of ground floor area.

(D) A building over 90,001 sq. ft. is required to plant fifty three (53) trees for the first 90,000 sq. ft. and an additional one tree per 8,000 sq. ft. above 90,001 sq. ft. of ground floor area.

(i) In no instance shall the number of trees required to be planted exceed one hundred (100) trees.

(ii) Over fifty (50) trees, a fee-in-lieu planting per tree, as determined by the Canal Winchester Fee Schedule may be made to support the City's effort to replace the trees on public land in the City.

(3) All office uses, institutional uses, convalescent and nursing homes and child daycare facilities, shall be required to plant the required minimum landscaping listed below:

(A) A building between 1 sq. ft. to 30,000 sq. ft. is required to plant one (1) tree per 1,000 sq. ft. of ground floor area.

(B) A building between 30,001 sq. ft. to 60,000 sq. ft. is required to plant thirty (30) trees for the first 30,000 sq. ft. and an additional one tree per 1,500 sq. ft. above 30,001 sq. ft. of ground floor area.

UPDATED ORDINANCE

(C) A building over 60,001 sq. ft. is required to plant fifty (50) trees for the first 60,000 sq. ft. and an additional one tree per 2,000 sq. ft. above 60,001 sq. ft. of ground floor area.

(i) In no instance shall the number of trees required to be planted exceed one hundred (100) trees.

(ii) Over fifty (50) trees, a fee-in-lieu planting per tree, as determined by the Canal Winchester Fee Schedule may be made to support the City's effort to replace the trees on public land in the City.

(b) Residential Uses. For all new construction, building additions, or land development for which a building permit and/or zoning certificate is required the following shall apply:

(1) All residences and residential land uses, per dwelling unit, there shall be a minimum of one (1) tree planted for every five hundred (500) square feet or fraction hereof of building ground coverage.

(2) Multi-Family Perimeter Treatment. For all multi-family residential uses a fifteen (15) foot landscaped perimeter shall be provided where such development is adjacent to or abuts a residential zoning district or public right-of-way, excluding on-site access drives. Such landscaping shall include a combination of trees, shrubs, hedges, earth mounds, and other natural features. No more than eighty (80) percent of natural landscaping material shall consist of turf.

(A) Screening Between Multi-Family Developments and Non-Residential Zoned Property. Screening shall consist of walls, fences, or natural vegetation in combination with a minimum four (4) foot mounding, said screening shall have an opacity of no less than fifty (50) percent, except where superseded under Section 1191.08 (a)(1). Screening between multi-family residential and non-residential developments shall be reviewed for approval by the Planning and Zoning Commission. Only masonry and brick walls or solid wood privacy fencing is permitted for built screening, shall be maintained in good condition, and comply with Section 1181.07. Landscaping provided in lieu of such wall or fence shall consist of dense evergreen bushes planted no less than two (2) feet in height or evergreen trees at no more than thirty (30) feet spacing at five (5) feet in height at the time of planting. A minimum of one evergreen tree and four evergreen or deciduous shrubs per 1,000 sq. ft. of landscaped area for areas in all combinations of screening materials will be planted.

(B) The opacity of fifty (50) percent will take into consideration existing vegetation to be preserved and shall contain at least the minimum evergreen trees and shrubs. The minimum tree shall be five (5) feet in height with a minimum caliper of two (2) inches at the time of planting. The minimum shrub shall be two (2) feet in height at the time of planting.

(c) Existing Trees. Existing healthy trees and shrubs shall be preserved and incorporated into the overall site and landscape design to the maximum extent practical as determined by the City. Existing trees may be credited towards minimum tree planning requirements as follows:

(1) Existing trees, which are preserved, may be credited toward the tree planting requirements of this Section according to the Credit for Existing Trees Table. Tree credits shall be given as long as all other provisions and the intent of this Code is met. Fractional caliper measurements shall be attributed to the next lowest category.

Credit for Existing Trees – in aggregate inches	
DBH	Number of Tree Credits
20+ total inches	4 Trees
13 - 19 total inches	3 Trees
8 - 12 total inches	2 Trees
2 - 7 total inches	1 Tree

(2) No credit shall be given for existing preserved trees that are:

(A) Not located on the actual development site;

UPDATED ORDINANCE

- (B) Not properly protected from damage during the construction process;
- (C) Prohibited Species in the Urban Forester Street Tree List;
- (D) Dead, dying, diseased, or infested with harmful insects.

(3) No new tree planting shall be required if existing trees to remain on site after development, and the aggregate trunk sizes of such trees, meet or exceed the requirements set forth above.

- (d) Any combination of existing and new trees may be used to meet the requirements of this section.

1191.06 OFF-STREET PARKING STANDARDS

(a) Off-Street Parking Areas. Off-street parking areas for more than five (5) vehicles shall be effectively screened on each side which abuts a residential zoning district or public right-of-way by a masonry wall or solid wood fence. Such wall or fence shall be no higher than four (4) feet and shall be maintained in good condition. Landscaping provided in lieu of such wall or fence shall consist of a strip of land not less than fifteen (15) feet in width planted with an evergreen hedge or dense planting of evergreen shrubs not less than four (4) feet in height. This subsection shall apply to bed and breakfast inns regardless of the size of off-street parking area.

(1) All off-street parking areas shall provide one (1) tree of no less than two (2) inches caliper, for every six (6) parking spaces, unless specified below. A minimum of fifty percent (50%) of the off-street parking trees shall be planted in parking lot islands. The remainder must be planted within ten (10) feet of the perimeter of the parking lot.

(A) Parking Lot Islands. Each landscaped tree island in a single loaded parking stall design shall have a minimum area of one hundred and sixty two (162) square feet with a minimum width of nine (9) feet. Each landscaped tree island located in a double loaded parking stall shall have a minimum area of three hundred twenty-four (324) square feet, with a minimum width of nine (9) feet.

(B) Exemptions. Parking lots with landscape tree islands that provide a minimum area of 1,200 cubic feet to accommodate a large species shade tree shall be credited on a two-to-one ratio on the off-street tree planting requirements. The minimum dimensions for planting areas shall be nine (9) feet on one side.

(2) All parking lot islands and peninsulas shall be designed to provide a minimum of three (3) feet in depth, for soil in a friable condition for healthy tree and plant growth.

(3) All trees shall be balled and burlapped or containerized/potted when planted. The top eighteen (18) inches of the burlap bag and cage shall be removed when planting.

- (4) All trees shall be maintained in a healthy condition.

(b) In no instance shall the number of trees required to be planted exceed one hundred (100) trees, when combined with the tree planting requirements in Section 1191.05.

1191.07 SIGNAGE

(a) Signage. A landscaped area totaling a minimum of fifty (50) square feet shall be provided centered on the base of all freestanding signs and should be comprised of a variety of natural materials, such as turf, ground cover, shrubs, and hedges. No more than fifty (50) percent of natural landscaping material shall consist of turf. Low maintenance plant materials should be utilized. A sketch plan drawn to scale and indicating plant material by type (Latin/Botanical names) and quantity shall be provided with the application for a Sign Permit.

1191.08 SCREENING OF SERVICE COURTS AND LOADING DOCK AREAS.

(a) Screening of Service Courts and Loading Dock Areas. All areas used for service, loading and unloading activities shall be screened along the entire lot line if adjacent to or abutting a residential zoning district or public right-of-way. The following requirements shall apply:

UPDATED ORDINANCE

(1) Screening of Trash Container Receptacles. For all non-single family residential uses requiring trash container receptacles, such as dumpsters, all such containers or receptacles shall be enclosed on all sides by walls or fences with an opacity of one hundred (100) percent and a minimum height of six (6) feet. Such containers or receptacles when located adjacent to or abutting a residential zoning district shall in addition be landscaped on all sides visible from such districts by shrubs and hedges with an opacity of seventy-five (75) percent. Trash containers and receptacles shall be located behind the building line and shall be located to the rear of non-residential uses. Trash containers and receptacles shall conform to side and rear yard setback requirements and for non-residential uses adjacent to a residential zoning district, such containers and receptacles shall be located no closer than twenty-five (25) feet to any property line.

1191.09 SUBMITTAL REQUIREMENTS.

(a) Procedure. Landscaping plans shall be submitted to the Planning and Zoning Administrator whenever an application is filed for a non-single family residential use as a part of a request for a Certificate of Zoning Compliance, zoning map amendment, conditional use permit, and in conjunction with the submittal requirements for Planned Districts.

(b) Plan Contents. The landscaping plan shall be prepared by a licensed design professional or landscape architect and shall include the following information:

(1) Plot plan drawn to scale indicating property lines, easements, proposed improvements, natural features, drainage, adjacent uses and structures, and proposed landscaping which shall include botanical and common names, dbh of deciduous trees, installation size, on-center planting dimensions where applicable, and a summary of all landscaping materials used on-site, new and existing, by type, common name, and quantity.

(2) In the case where trees are to be removed as part of any site development, the plot plan shall, in addition to items included in (1) above, also specifically indicate any trees to be removed and include botanical and common names and location of any major trees and any significant trees, as determined by a site visit.

(3) Title block with the pertinent names and addresses of property owner, applicant, design professional or landscape architect including the architect's seal, scale, date, north arrow, address of the subject property, and name of the subdivision (if applicable).

(c) Criteria for Review. The submitted landscaping plan shall be reviewed to determine if proposed improvements comply with the requirements and standards of this Chapter and commonly accepted landscaping and design standards. The Planning and Zoning Commission and/or Planning and Zoning Administrator may call upon professional services from either the public or private sectors to provide an evaluation relative to any submitted landscaping plan.

1191.10 INSTALLATION AND MAINTENANCE.

(a) Installation. Landscaping plans and the improvements identified therein meeting the requirements of this Chapter shall be completely installed no later than six (6) months subsequent to the date of issuance of a Temporary Certificate of Use and Occupancy. A single three (3) month extension may be granted by the Planning and Zoning Administrator upon request of the Applicant upon demonstration that such extension is warranted because of adverse weather conditions or unavailability of approved landscaping material. All landscaping material shall be installed in a sound, professional manner and according to accepted landscaping and planting procedures.

(b) Maintenance. All landscaping material shall be maintained in proper and healthful condition. Property owners shall maintain landscaped areas in a proper, neat and orderly appearance, and free from refuse and debris. Upon issuance of a citation, corrective action shall be completed within sixty (60) days unless the Planning and Zoning Administrator determines that weather constraints require one additional sixty (60) day period. Failure to meet the requirements of this section shall constitute violation of this Zoning Code and enforcement and penalty requirements of Chapter 1135 shall apply.

(c) Dead or Diseased Trees. It shall be unlawful for any property owner to maintain or permit to

UPDATED ORDINANCE

stand on his or her property, dead, diseased, or damaged trees, shrubs, evergreens or other plants which are deemed by the Municipality to be a menace to the public peace, health, and safety.

1191.11 TREE REMOVAL PERMITS.

(a) No person shall do any of the following without first having obtained a tree removal permit:

(1) Remove, damage, or destroy any tree or similar woody vegetation of any dbh in a woodland.

(2) Remove, damage, or destroy any tree or similar woody vegetation of six inch (6") dbh or greater which is not located in a woodland.

(3) Conduct any tree clearing activities.

(b) Exceptions.

(1) The removal or trimming of any trees by or on behalf of a resident owner of a one-family dwelling unit, one-family cluster-housing unit, site condominium unit, or residential condominium unit from an area under the owner's exclusive control. This exception shall not apply to removal of trees from common areas.

(2) Upon prior approval by the Urban Forester, the removal of or trimming of trees necessitated by the installation, repair or maintenance work performed in a public utility easement or approved private easement for public utilities.

(3) The removal or trimming of trees if performed by or on behalf of Canal Winchester, Franklin or Fairfield County, Ohio Department of Transportation, Franklin or Fairfield County Public Works Office or other public agencies, or a public utility company in a public right-of-way, upon public property, or upon a private easement for public utilities in connection with a publicly awarded construction project, the installation of public streets or public sidewalks, or installation of public utilities within a private or public easement established for such purpose.

(4) The trimming and pruning of trees as part of normal maintenance of landscaping or orchards, if performed in accordance with accepted forestry or agricultural standards and techniques.

(5) The removal or trimming of dead, diseased or damaged trees if performed by or on behalf of Canal Winchester, Franklin or Fairfield County, Ohio Department of Transportation, Franklin or Fairfield County Public Works Office or other public agencies in a public right-of-way or upon public property if done to prevent injury or damage to persons or property.

(6) The removal or trimming of dead, diseased or damaged trees provided that the damage resulted from an accident or non-human cause, and provided further that the removal or trimming is accomplished through the use of standard forestry practices and techniques.

(7) The removal or transplanting of trees during the operation of a commercial nursery or tree farm or practicing sustained-yield forestry (land stays a productive forest).

(8) Actions made necessary by an emergency, such as a tornado, windstorm, flood, freeze, dangerous and infectious insect infestation or disease or other disaster, in order to prevent injury or damage to persons or property or restore order.

(d) Content of Application.

(1) Required Information. An applicant for a tree removal permit for a parcel of one (1) acre or more, if required by Section 1191.11, shall submit the following materials to the Municipality:

(A) A completed tree removal permit application on a form prescribed by Planning and Zoning Administrator, which such application shall include the following information:

UPDATED ORDINANCE

- i. The name, address and telephone number of the applicant and/or the applicant's agent.
 - ii. The name, address and telephone number of the owner of the property.
 - iii. The project location, including as applicable, the address, the street, road, or highway, section number, lot or unit number, and the name of the subdivision or development.
 - iv. A detailed description and statement of the activity to be undertaken.
- (B) A tree removal permit application fee in the amount as established by the adopted fee schedule.
- (C) If the applicant is not the owner of the property, a written authorization from the owner allowing the proposed activity.
- (D) Five (5) copies of a tree survey prepared by a certified arborist and a plan for proposed tree removal containing all of the following information:
- i. The shape and dimensions of the property, and the location of any existing and proposed structure or improvement.
 - ii. The location of all existing trees of six inch (6") or greater dbh, identified by common and botanical name. Trees proposed to remain, to be transplanted, or to be removed shall be designated. A cluster of trees may be designated as a "stand" of trees, and predominant species, estimated number, and average size shall be indicated. Clusters of trees located within an approved open space which is to be preserved may be designated as an "open space stand" and identified in the same manner as a "stand" without individual identification and location.
 - iii. A description of tree species, size, density, health and vigor.
 - iv. The location and dimension of all setbacks required by existing zoning requirements.
 - v. A statement that all retained trees will be identified by a method, such as painting or flagging. If protective barriers are deemed necessary by Canal Winchester, the statement shall include a description of how the retained trees are to be protected, with an acknowledgment that the barriers must be in place before operations commence.
 - vi. A general grading plan prepared by a registered engineer or land surveyor showing the anticipated drainage patterns, including the location of any areas where cut and fill operations are likely to occur, to enable Canal Winchester to determine the impact of the proposal on the viability of the existing trees.

(e) Application Review Procedures.

(1) Procedure. Canal Winchester shall review the submitted application for a tree removal permit required by Section 1191.11 to determine that all required information has been provided. At the request of the applicant or the Municipality, an administrative review meeting may be held to review the request in light of the purpose and the review standards of Section 1191.11. A field inspection of the site may be conducted by the Urban Forester and/or his or her designee. Where the site proposed for development requires review or approval by the Planning and Zoning Commission of the subdivision layout, qualification for one-family cluster, or special land use approval, the Planning and Zoning Commission shall be responsible for approval or denial of the request for a tree removal permit (subject to affirmance, reversal or modification by the Council of Canal Winchester with respect to tentative preliminary plat approval, or any other approval for which Council has final authority). In all other instances, the review of tree removal permit requests shall be the responsibility of the

UPDATED ORDINANCE

Urban Forester or his or her designee. All decisions shall be made in accordance with the review standards of Section 1191.11.

(2) Denial. If an application for a tree removal permit is denied, the permit applicant shall be notified in writing of the reasons for denial by the Urban Forester.

(3) Approval: Conditions: Performance Requirements. If an application for a tree removal permit is granted, the reviewing authority may do any or all of the following:

(A) Attach to the granting of the permit reasonable conditions considered necessary by the reviewing authority to ensure the intent of Section 1191.11 is fulfilled and to minimize damage to, encroachment in, or interference with natural resources and processes within wooded areas.

(B) Set a reasonable time frame within which to complete tree removal operations.

(C) Require a permit holder to deposit a performance bond, or other acceptable security, equal to 100% of the cost of the improvements to ensure compliance with the terms of Section 1191.11, including the planting of any required replacement trees. Once the trees designated to be removed have been removed and any required replacement trees have been planted and inspected, the Municipality shall release the bond or security. If the permit holder has provided a bond or other performance guarantee to the Municipality under any other ordinance or regulation, and such bond or guarantee is deemed adequate by the Municipality to ensure compliance with Section 1191.11, no additional performance guarantee shall be required under this Section.

(f) Term of Permit.

(1) Any and all tree removal permits issued by the Municipality to a developer shall expire (unless extended) at the same time as the contemporaneous approval granted by the Municipality for the development, if any (e.g. preliminary plan, preliminary site plan, special land use, site plan approval, etc.).

(2) Any and all tree removal permits issued by the Municipality to any person for an activity regulated under Section 1191.11 for which a contemporaneous approval of the development is not required (e.g. removal of trees by a builder in connection with construction of a residence upon a lot or parcel) shall expire one year from the date of issuance.

(3) Any activity regulated under Section 1191.11 which is to be commenced after expiration of a tree removal permit shall require a new application, additional fees, and new review and approval.

(g) Protection of Trees and Woodlands during Construction; Display of Permit.

(1) No individual shall conduct any activity within ten (10) feet of the drip line of any tree designated to remain, including but not limited to placing solvents, building material, construction equipment, or soil deposits within the drip line.

(2) During construction, no individual shall attach a device or wire to any remaining tree, except to cordon off protected areas.

(3) Before development, land clearing, filling, or any property alteration for which a tree removal permit is required, the developer or builder shall erect and maintain suitable barriers such as snow fencing, cyclone fencing, etc., to protect remaining trees. Wood, metal, or other substantial material shall be utilized in the construction of barriers. Protective barriers shall remain in place until the Urban Forester, or his or her designee, authorizes their removal. Barriers are required for all trees designated to remain, except in the following cases:

A. Street right-of-way and utility easement may be cordoned by placing stakes a minimum of twenty-five (25) feet apart and tying ribbon, plastic tape, or other brightly visible materials at least two and one-half (2 ½) feet above the ground from stake to stake along the outside perimeters of areas to be cleared.

UPDATED ORDINANCE

B. Large property areas separate from the construction or land clearing area onto which no equipment will venture shall be cordoned off.

(4) The permit holder shall conspicuously display the tree removal permit on-site. The permit shall be displayed continuously while trees are being removed or while activities authorized under the permit are performed, and for ten (10) days following completion of those activities. The permit holder shall allow the Urban Forester to enter and inspect the premises during reasonable business hours. Failure to allow an inspection is a violation of Section 1191.11.

(h) Enforcement and Administration. To ensure enforcement of Section 1191.11 and the approved plan for tree removal, various inspections will be performed at the site by the Urban Forester. The applicant will be responsible for all inspection fees in accordance with the Inspection Fees set and established by Resolution of the Council.

(i) Penalties and Remedies.

(1) In addition to the penalties as set forth in Section 1135.12, any person who violates any provision of Section 1191.11 shall forfeit and pay a civil penalty equal to the total value of those trees illegally removed or damaged, as computed from the International Society of Arboriculture shade tree value formula. Such sum shall accrue to the Municipality and may be recovered in a civil action brought by the Municipality. Such sum so collected shall be placed into the Street Tree Fund. Replacement of illegally removed trees may be required as restoration in lieu of money. This replacement will be computed on an inch-for-inch ratio based on the total diameter measured at dbh in inches of the illegally removed trees. If, because of destruction of the removed trees, exact inch-for-inch measurements cannot be obtained, the Municipality may use other means to estimate the tree loss. A combination of money and tree replacement may be required.

(2) Any person authorized or designated by the Planning and Zoning Administrator to enforce or administer Section 1191.11 may issue a stop work order to any person conducting any operation in violation of Section 1191.11, including but not limited to failing to conspicuously display the tree removal permit upon the site. The written stop work order shall be posted upon the premises. A person shall not continue, or cause or allow to be continued, any operation in violation of such an order, except as authorized by the enforcing agency to abate a dangerous condition or remove the violation.

(3) If a stop work order is not obeyed, the enforcing agency or person may apply to a court of competent jurisdiction for any order enjoining the violation of the order. This remedy is in addition to, and not in limitation of, any other remedy provided by law or ordinance, and does not prevent criminal prosecution for failure to obey the order.

(4) Any person aggrieved by a stop work order may request review by the Planning and Zoning Administrator or his or her designee of the stop work order within one (1) working day of its issuance. The Planning and Zoning Administrator or his or her designee shall then determine whether the stop work order was properly issued due to operations being conducted in violation of the terms of Section 1191.11. The Planning and Zoning Administrator or his or her designee may lift the stop work order if the operations are determined to be in compliance with Section 1191.11.

(5) Any use or activity in violation of the terms of Section 1191.11 is hereby declared to be a nuisance per se, and may be abated by order of any court of competent jurisdiction. In addition to other remedies, the Municipality may institute any appropriate action or proceeding to prevent, abate, or restrain the violation. All costs, fees and expenses in connection with such action, including attorney fees incurred by the Municipality, shall be assessed against the violator.

1191.12 PUBLIC SPACES.

Within the public right-of-way and on public properties, no person or entity other than the Municipality shall plant a tree, shrub, evergreen, woody shrub or other obstruction on public property without the written consent of the City of Canal Winchester. The enforcement and penalty provisions of Chapter 1135 shall apply to this section.

UPDATED ORDINANCE

(a) Tree Topping. No person shall, as a normal practice, top any tree within the public right-of-way. Topping is defined as the severe cutting back of limbs to stubs larger than three (3) inches in diameter within the tree's crown to such a degree so as to remove the normal canopy or disfigure the tree. With an immature tree, removing more than twenty-five percent (25%) of the canopy will be considered topping.

(b) Height of Limbs Over Sidewalks and Streets. Tree limbs extending over a sidewalk shall be trimmed to such an extent that no portion of the same shall be less than ten (10) feet above the sidewalks. Tree limbs extending over streets shall be trimmed to such an extent that no portion of the same shall interfere with the normal flow of traffic.

(c) Municipal Rights. The Municipality shall have the right to plant, prune, and maintain trees and shrubs at their discretion and to remove trees, plants and shrubs within the rights-of-way of all streets, alleys, avenues, lanes and other public grounds as may be necessary to ensure public safety or to preserve or enhance the environmental quality and beauty of such public grounds. The Planning and Zoning Administrator may cause or order to be removed any tree or part thereof which is in an unsafe condition or which by reason of its nature poses a threat to the interruption of service to sewers, electric power lines, gas lines, water lines or other public improvements.

(d) Reducing Tree Lawn. No person shall by any type of construction reduce the size of a tree lawn without first securing permission from the Planning and Zoning Administrator.

(e) Utility Companies. Utility companies shall provide written evidence to the Planning and Zoning Administrator, of adherence to established guidelines (as recommended by the National Arborists Association) for line clearance work. These guidelines shall cover the following areas:

- (1) Tree trimming/pruning.
- (2) Tree removal.
- (3) Brushing.
- (4) Right-of-way clearance for new transmission conductors on private rights-of-way.
- (5) Chemical brush control and appropriate precautions.

(f) Removal, Replanting and Replacement in Public Places.

(1) Wherever it is necessary to remove a tree(s) or shrub(s) from any Municipally owned property, in connection with the paving of a sidewalk, or the paving or widening of a portion of a street, alley, or highway used for vehicular traffic, or any other reason, the Urban Forester must be contacted. At that time, the Urban Forester will determine if replacement of the trees and/or shrubs is feasible.

(g) Public Tree Care.

(1) The Urban Forester or its consultants shall notify the Street Tree Advisory Board those locations at which it deems the removal of street trees is necessary. The Urban Forester will notify the adjacent property owner(s) of the Municipality's intentions to remove the tree(s).

(2) The Municipality shall have the right to enter private property to gain access to trees adjacent to public areas for the purpose of proper pruning, after reasonable prior notice has been given to the property owner. To ensure that street trees thrive, homeowners are encouraged to confer with the Urban Forester, and water and mulch the trees as needed.

(3) No person or contractor, unless working on behalf of the municipality, shall attach any rope, wire, nails, advertising poster, decoration, decorative lighting, or other contrivance to any tree on Municipally owned property. No person shall permit any fire to burn where such fire or heat there from, or heat from any source will injure any portion of any tree on Municipally owned property. No person or contractor, unless working on behalf of the municipality, shall use herbicides or other chemicals on any trees, shrubs or

UPDATED ORDINANCE

evergreens locate on Municipally owned property.

(4) No person shall hinder, prevent, or interfere with the agents or employees of the Municipality while the agents or employees are engaged in planting, maintaining, or removing any tree, shrub, evergreen, or other plant material on Municipally owned property.

(5) No person shall excavate any ditch, tunnel, trench, or lay any drive within ten (10) feet from the drip line of any tree, shrub, evergreen, or other plant material standing on any Municipally owned property.

(6) It shall be unlawful for any person or contractor, unless working on behalf of the municipality, to break, deface, injure, mutilate, kill, or destroy any tree, shrub, or evergreen on any Municipally owned property.

(h) Removal of Stumps. All stumps of street trees shall be removed twelve (12) inches below the surface of the ground. Stumps shall be removed or shall be ground at the site. All residual material shall be removed from the site at the time the tree is removed and the site shall be restored as approved by the Urban Forester.

(i) Arborist License and Bond. It shall be unlawful for any person or contractor working on behalf of the municipality, to act as an arborist in the business or occupation of planting, pruning, treating, or removing street trees within the Municipality without providing documentation as a certified arborist or as the authorized representative of a certified arborist. Each applicant shall file evidence of possession of liability insurance in the minimum amount of \$1,000,000 indemnifying the Municipality or any person injured or damaged resulting from the pursuit of such endeavors as herein described.

(j) Appeal Procedures. Any person aggrieved by a decision of the Planning and Zoning Administrator may appeal the decision to the Planning and Zoning Commission as prescribed in Section 1137.06 (c).

(k) Tree Fund.

(1) Upon the issuance of a building permit for the construction of a building or structure in any zoning district, the owner of said building or structure shall pay the sum as determined by the Canal Winchester Fee Schedule, a set fee per one lineal foot of frontage at the right-of-way to the Municipality's Street Tree Fund. This measurement shall include the side yard frontage on corner lots. The Street Tree Fund shall be used for the purpose of implementing the Street Tree Program, whose goal is to provide uniform street tree plantings and maintenance along public roadways within the Municipality.

(2) Payment to the Street Tree Fund shall be upon the issuance of a building permit. Such fee shall be waived if the fee was paid at the time of the original construction of the building or structure or if the buildings are part of a development project where landscaping at the interior streets is part of the overall development plan approved by the Planning and Zoning Commission. In such cases, the fee charged shall be only for the areas that are part of the development that front on existing streets and/or roads.

(3) All alterations or additions to buildings or structures on properties in the "Downtown" area shall only be charged one-third (1/3) of the street tree fee per lineal foot of frontage to be applied for street tree maintenance within the municipality.

(m) Donations. The Finance Director is hereby authorized to accept, on behalf of the Municipality, all gifts, money or other things or items of value for the purpose of planting, maintaining, removing, protecting, utilizing and promoting shade trees in accordance with the decision and approval of the STAB. However, a gift given expressly for a specific purpose shall, before the Municipality is deemed to have accepted it, be accepted by motion and vote of Council. If such motion to accept is rejected by Council, such gift, if already delivered to the Municipality, shall be returned to the donor and not accepted.

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

UPDATED ORDINANCE

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.

Finance Director/Clerk of Council

ORDINANCE NO. 19-001

AN ORDINANCE TO REPEAL ORDINANCE NO. 17-056 AND AMEND THE ADOPTED COMBINED DEVELOPMENT FEE SCHEDULE

WHEREAS, the adoption of Ordinance No. 44-08 combined the various development fees of the municipality under one ordinance. Ordinance No. 44-08 was amended by Ordinances 28-11, 44-12, 44-13, and Ordinance 17-056; and

WHEREAS, Ordinance 17-056 shall be repealed;

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

SECTION 1.

This Combined Development Fee Schedule includes the following: Zoning, Building, Engineering Review, Construction Inspection and Bonding Requirements, and Right of Way.

SECTION 2. ZONING FEES

2.1	Conditional Use	\$250.00
2.2	Copy of Subdivision Regulations	\$35.00
2.3	Copy of Zoning Code	\$35.00
2.4	Demolition Permit	\$25.00
2.5	Floodplain Permit	\$75.00 plus municipal engineer fees
2.6	Moving a structure greater than 200 sq. ft. \$300,000.00	\$60.00; plus proof of liability insurance
2.7	Park Fee (residential development only)	\$1,000.00 per lot or dwelling unit
2.8	Planned District, Preliminary Plan:	
2.8.1	Less than 100 acres	\$750.00
2.8.2	100-500 acres	\$1,000.00
2.8.3	Greater than 500 acres	\$1,500.00
2.9	Planned District, Development Plan	\$0.10 per sq. ft. (maximum \$2,500.00)
2.10	Satellite Ground Station	\$25.00
2.11	School Facilities Fee - Land Dedication, or fair market value of the land per the following formulas:	
2.11.1	Single Family	0.03 acres per unit
2.11.2	Multi-Family (1 Bed)	0.01 acres per unit

2.11.3	Multi-Family (2 Bed)	0.015 acres per unit
2.11.4	Multi-Family (3 Bed)	0.03 acres per unit
2.12	Signs:	
2.12.1	Monument Sign	\$50.00 for first 25 sq. ft., plus \$1.00 for each additional sq. ft.; maximum \$250.00
2.12.2	Wall Sign	\$25.00 for first 25 sq. ft., plus \$1.00 for each additional sq. ft.; maximum \$250.00
2.12.3	Temporary Sign	\$25.00
2.13	Site Development Plan:	
2.13.1	Major	\$0.10 per sq. ft.; maximum fee of \$2,500.00 and minimum fee of \$500.00
2.13.2	Minor	\$100.00
2.14	Street Tree Fund:	
2.14.1	Downtown Area only (see Attachment 1)	\$3.00 per linear foot of public street frontage
2.14.2	All Other Areas	\$9.00 per lineal foot of public street frontage
2.15	Subdivision:	
2.15.1	Minor (Lot Split)	\$100.00
2.15.2	Preliminary Plan	\$250 plus \$10.00 per lot
2.15.3	Final Plat	\$200 plus \$10.00 per lot
2.16	Temporary Use/Special Event Permit	\$25.00 (Public entities shall be exempt from this fee)
2.17	Tree Removal	\$25.00
2.18	Landscape Tree Fee in-lieu of Planting	\$300.00
2.19	Variance:	
2.19.1	Administrative Variance	\$50.00
2.19.2	Residential Variance	\$200.00
2.19.3	Non-residential Variance	\$250.00
2.20	Zoning Amendment:	

2.20.1	Zoning Code (Text) Amendment	\$250.00
2.20.2	Zoning Map Amendment	\$250.00 for first acre Plus \$25.00 for each additional acre; maximum \$500.00
2.21	Zoning Permit (Certificate of Zoning Compliance)	\$25.00
2.22	Photocopying	\$0.05 per 8½ “ by 11” size page after the first 20 pages
2.23	Transcript of meeting minutes of any Council, Commission, Board, Committee etc.	\$10.00 per page

SECTION 3. BUILDING FEES.

3.1 Residential Plan Review

3.1.1 New Construction

A.	Single Family With or Without Attached Garage	\$300.00
B.	Single Family Addition, More Than 1 Room	\$200.00
C.	Twin Single With or Without Attached Garage (per unit)	\$300.00
D.	Multi-family & Townhouses (per unit)	\$300.00
F.	Resubmittal of plans for review	\$65.00

3.1.2 Accessory Structures – Permit & Inspection Fees

A.	201 sq. ft. to 400 sq. ft.	\$100.00
B.	Greater Than 400 sq. ft.	\$125.00
C.	Decks Greater Than 200 Sq. Ft. or Attached to the House	\$125.00

3.1.3 Remodeling

A.	One Family to Two Family Conversion	\$200.00
B.	Remodel – No Structural Change	\$50.00
C.	Remodel – Structural Change	\$100.00
D.	Resubmittal of plans for review	\$65.00

3.1.4 Residential Inspection Fees

A.	Footer	\$60.00
B.	Foundation	\$60.00
C.	House Slab	\$60.00
D.	Basement Slab	\$60.00
E.	Garage Slab	\$60.00
F.	Lower Level Slab	\$60.00
G.	Crawl Cap	\$60.00
H.	Framing	\$60.00
I.	Temporary Electric	\$60.00
J.	Underground Electric	\$60.00
K.	Rough Electric	\$60.00

L.	Electric Service	\$60.00
M.	Final Electric	\$60.00
N.	Rough HVAC	\$60.00
O.	Rough Insulation	\$60.00
P.	Final HVAC	\$60.00
Q.	Final Insulation	\$60.00
R.	Gas Pressure Test	\$60.00
S.	Radon	\$60.00
T.	Re-Inspection	\$60.00
U.	Thermal Ply Inspection	\$60.00
V.	Drywall Nail Pattern Inspection	\$60.00
W.	ADA Sidewalk Inspection	\$60.00
X.	Rough Roofing	\$60.00
Y.	Final Roofing	\$60.00

3.2 Non-Residential Plan Review

3.2.1	<u>Plan Review</u>	
	A. Structural	\$250.00
	B. Mechanical	\$250.00
	C. Electrical	\$250.00
	D. Fire Suppression	\$250.00
	E. Fire Detection	\$250.00
	F. Minor Alteration	\$0 - \$250.00
3.2.2	<u>Non-Residential Inspection Fees</u>	
	A. Structural	\$.1050 per sq. ft.
	B. Mechanical	\$0.065 per sq. ft.
	C. Electrical	\$0.065 per sq. ft.
	D. Fire Suppression	\$0.065 per sq. ft.
	E. Fire Detection	\$0.065 per sq. ft.
	F. Re-Inspection	\$60.00
	G. Special Inspection	\$60.00
	H. Minor Alteration – Based on Residential Inspection Fees (3.1.4)	
3.2.3	Old Town Area Under 5,000 sq. ft.	\$300.00 flat fee Plus Administrative Fee
3.2.4	Change of Use/Occupancy	\$75.00
3.3	Other Building Fees	
3.3.1	Certificates of Occupancy	
	A. Temporary Occupancy (Residential)	\$100.00
	B. Temporary Occupancy (Non-Residential)	\$350.00 plus a bond equal to twice the cost of the remaining improvements
	C. Final Occupancy	\$75.00

3.3.2	Administrative Fee	10.00% of Total
3.3.3	Replacement of Inspection Card	\$25.00
3.3.4	Recertification of Lost Plans	\$100.00
3.4	Penalty Violation of Section 105.1 of the Residential Code of Ohio or the Ohio Building Code (building permit required)	Double Fees

**For After Hours Inspection Rates See Section 7

SECTION 4. CIVIL ENGINEERING PLAN REVIEW.

4.1	Technical Review Group Plan Review Fees (excluding Municipal Engineer fees)	
4.1.1	Civil Engineering Plan Review (includes 2 rounds of review)	\$1,000
4.1.2	Each additional round of plan review:	\$500
4.2	Municipal Engineer Plan Review Fees	
4.2.1	<u>Traffic Study Review</u> (if applicable)	
	A. Traffic Access Study	\$750.00
	B. Traffic Impact Study	\$3,500.00
	C. Regional Traffic Study	TBD
	D. Additional Meetings (Note: 1 meeting included in base fee)	\$250.00 per meeting
4.2.2	<u>Civil Engineering Plan Review</u>	
	A. Storm Water Management Report: Area less than 5 acres	\$750.00
	Area 5 acres or more	\$1,000.00
	B. Utility Studies (water and sewer)	TBD
	C. Residential Development	\$150.00 per sheet
	D. Non-Residential Development	\$100.00 per sheet
	E. GIS Update	\$150.00

SECTION 5. BONDS, INSURANCE, AND INSPECTION FEES.

- 5.1 Performance Bond: 100% of the subdivider's/developer's engineer's detailed cost estimate reviewed by the municipal engineer.
- 5.2 Maintenance Bond: Prior to the release of a performance bond, the subdivider/developer shall present a maintenance bond equal to 5% of the value of the public and private improvements required by the approved improvement plans and the subdivision regulations.
- 5.3 Indemnity Insurance: A policy of indemnity insurance for personal liability and property damage, in the amount of \$1,000,000/\$2,000,000, protecting the

Municipality against claims for damage to person or property resulting from or by reason of the construction of the required improvements, shall be furnished to the Municipality and maintained in force by the subdivider/developer.

- 5.4 Inspection Fees: Payment for inspection, monitoring and the testing of materials in the amount of 7½ % of the construction cost of the required improvements based on the subdivider's/developer's engineer's detailed estimate of said improvements.
- 5.4.1 Any retainage of the inspection fee remaining at the completion of the construction will be returned to the subdivider/developer. If the inspection, monitoring and testing fees are anticipated to exceed the original retainage amount, the subdivider/developer shall be required to deposit additional fees to the Municipality.
- 5.5 NPDES Inspection Fees: Payment of \$300 per month multiplied by the number of months of land disturbing activities set forth in the OEPA NPDES Phase II Permit.
- 5.5.1 Re-Inspection Fee: A reinspection fee of \$65.00 when notification is made to the subdivider/developer for land disturbing activities found to be non-compliant.

SECTION 6. RIGHT-OF-WAY FEES.

To ensure adequate public compensation for monitoring compliance with municipal requirements and protection of public property, the following right-of-way permit fees are hereby adopted. The fees in Section 6 may be adjusted for inflation by the Mayor, however, not more than once per calendar year.

6.1	Right-Of-Way Curb Cut	\$35.00
6.2	Right-Of-Way Cut for Private Utility Work Single New Service line / tap:	
6.2.1	Soft surface	\$50.00
6.2.2	Hard surface	\$250.00
6.3	Right-Of-Way Cut for Private Utility Work Single Isolated Repair:	
6.3.1	Soft surface	\$50.00
6.3.2	Hard surface	\$250.00
6.4	Relocation of utility main schedule, location and impact to public infrastructure	TBD based on project
6.5	New construction of utility main	TBD based on project schedule, location and impact to public infrastructure

SECTION 7. AFTER HOURS INSPECTION.

Inspection fee for after normal workday hours or on the weekend for an inspection performed by or for any municipal department shall be \$150.00 for the first two (2) hours and \$50.00 for each hour thereafter.

SECTION 8. FEE WAIVERS

At the discretion of the Mayor any fee in the combined development fee schedule can be reduced or waived as an incentive to attract business or to reuse vacant structures. To be considered for this incentive the value of the proposed improvements will need to be in excess of \$100,000 or the building or portion of the building proposed for improvements will need to have been vacant for a period of at least one year immediately preceding the proposed improvements.

SECTION 10. 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

Attachment 1

Downtown Area Exempt from Off-Street Parking Requirements and Charged 1/3 of the Street Tree Fund



0 100 200 300 400 Feet



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.

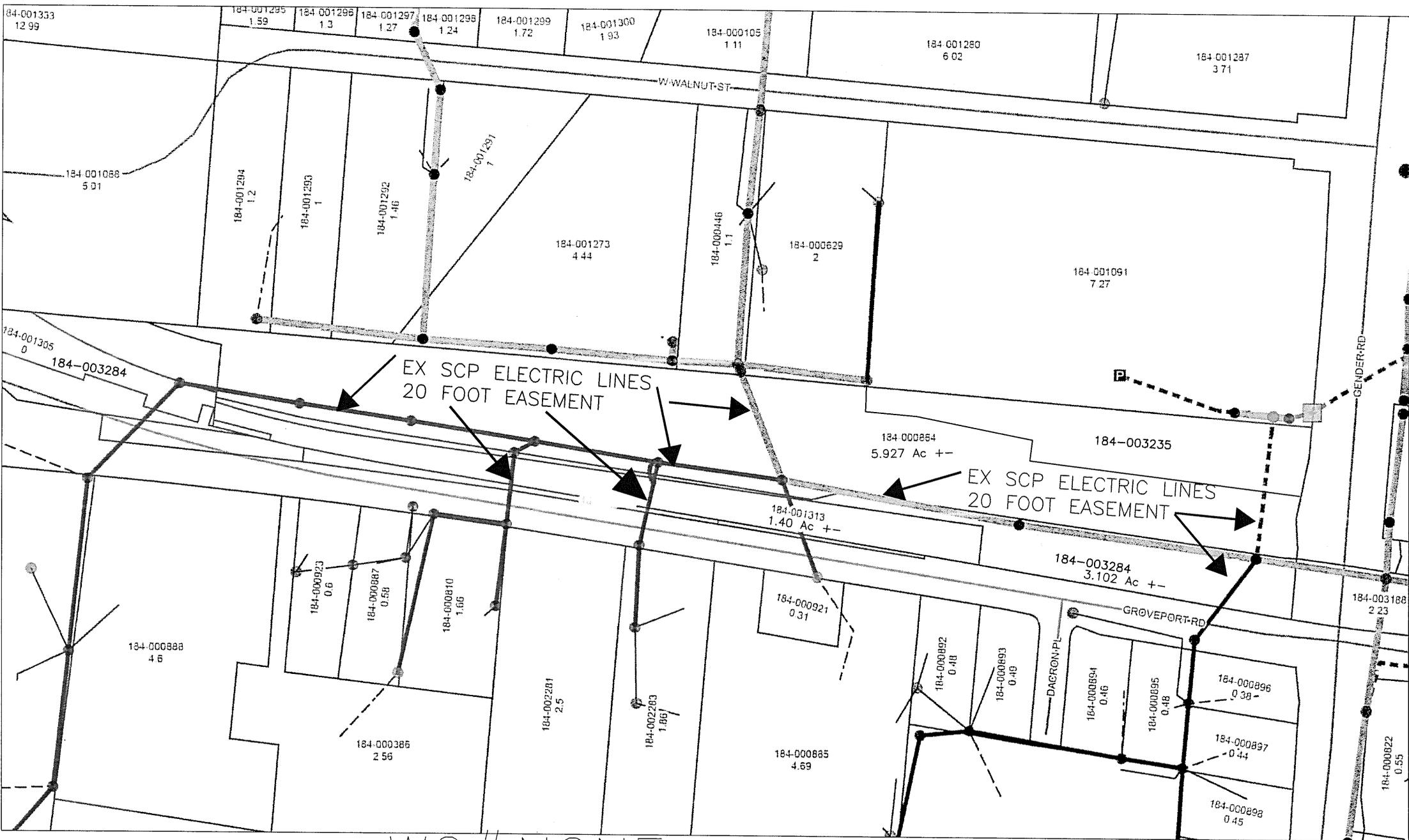
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

.....
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. 19-006

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

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

WHEREAS, the City of Canal Winchester was authorized to apply for a Natureworks Grant by Resolution 18-007 administered by the Ohio Department of Natural Resources;

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

Section 1. That the Mayor is hereby authorized to accept grant funds in the amount of \$100,000 from the Ohio Department of Natural Resources through the Natureworks Grant and to enter into a Naturworks Local Grant Program State/Local Project Agreement to complete improvements to Westchester Park.

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

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

**NATUREWORKS LOCAL GRANT PROGRAM
STATE/LOCAL PROJECT AGREEMENT
FRAN-065**

The State of Ohio, represented by the Ohio Department of Natural Resources (hereinafter "State of Ohio" or "ODNR"), and the **City of Canal Winchester** (hereinafter referred to as "Grantee"), having entered into this NatureWorks Local Grant Program State/Local Project Agreement (hereinafter "Project Agreement") hereby agree to the following terms:

- 1. Notices.** Except to the extent expressly provided otherwise herein, all notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the following addresses:

Grantee:

City of Canal Winchester
36 South High Street
Canal Winchester, Ohio 43110

ODNR:

Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, Bldg. E2
Columbus, OH 43229-6693

Notwithstanding the foregoing, notices sent by fax or email shall be effective unless the party sending the notice, consent or communication receives an undelivered mail notification. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

- 2. Project Description.** Grantee shall: **Improve accessibility with new playground equipment and new shelter at Westchester Park** (the "Project").
- 3. Time for Completion.** Grantee shall complete all work on the Project on or before **December 31, 2020**.
- 4. ODNR's Right to Terminate.** ODNR, at any time after execution of this Project Agreement, upon 30 days written notification, may terminate any portion, or all, of the work or services. In the event of such termination, Grantee shall be paid a pro rata amount for services rendered up to the time of termination.
- 5. Commencement and Termination.** The Project shall commence on the earlier of the date that this Project Agreement is signed by the Director of ODNR or the date that a waiver of retroactivity is granted by ODNR (the earlier of the two dates shall be referred to as the "Effective Date"), and shall terminate on the date that the final reimbursement is issued or the Project is otherwise terminated by action of ODNR (the "Termination Date"). If Grantee fails to pursue performance of the Project within a reasonable period of time, ODNR, in the exercise of its sole discretion may terminate the Project. The period of time between the Effective Date and the Termination Date shall be referred to herein as the "Project Period."
- 6. Non-Appropriation and OBM Certification.** In the event this Project Agreement extends in time beyond the current biennium, ODNR's obligation to provide funds hereunder shall continue only if such funds are appropriated and the Director of the Office of Budget and Management certifies, pursuant to Ohio Revised Code Section 126.07, that there is a balance in the appropriation not previously obligated to pay existing obligations.
- 7. Performance of Project.** Grantee agrees to (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Project Proposal; and shall secure compliance with all applicable federal, state and local laws and regulations; (2) promptly submit

to the State of Ohio, such reports and documents as the State of Ohio may request; (3) report any and all income gained on the property or facilities during the Project Period; 4) establish a separate account for the funds for the acquisition and/or development of the property. The State of Ohio reserves the right to audit this separate account, either during or after completion of the Project; and 5) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund Program assistance.

- 8. No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit A (the Boundary Map) attached hereto, on which the Project will be located and developed as a public parks or recreation facility (the "Property"). The Grantee represents that it is the fee simple owner, or has a lease with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A,
- 9. Funding by ODNR.** ODNR hereby agrees to: (1) provide Grantee funding assistance not to exceed **\$100,000** from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill 790, Ohio Revised Code, Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Grantee in performing this Project Agreement, reimburse the Grantee funds equal to no more than seventy-five percent of such eligible costs.
- 10. Compliance with ODNR Procedures.** ODNR and the Grantee mutually agree to perform this Project Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter "Procedural Guide" and "Application"). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Project Agreement. In the event of termination, all unused funds shall be retained by ODNR.
- 11. Findings for Recovery.** Grantee affirmatively represents and warrants to ODNR that neither it nor any of its contractors are subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation and warranty is deemed to be false, this Project Agreement shall be void *ab initio* as between the parties to the Project Agreement, and any funds paid by ODNR hereunder shall be immediately repaid to ODNR, or an action for recovery may be immediately commenced by ODNR for recovery of said funds.
- 12. Ethics.** Grantee by signature on this document certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Project Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 13. Self-Insurance by the State.** The State of Ohio is self-insured for the indemnification of its officers and employees in the maximum aggregate amount of one million dollar per occurrence in accordance with section 9.87 of the Ohio Revised Code.
- 14. No Liability for Obligations.** The parties agree that Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee's obligations under this Project Agreement, including any costs, attorney fees or expenses, in any litigation that may arise from the performance of this Project Agreement. It is specifically understood and agreed that the State of Ohio will not indemnify Grantee. Nothing in this Project Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall the State of Ohio be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

- 15. Use of Property.** Grantee agrees to operate, maintain and keep for public outdoor recreation purposes the property or facilities acquired or developed pursuant to this Project Agreement, as identified in Exhibit A, the "Boundary Map," attached hereto and a part hereof. The Property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the term of the bonds issued to provide funds for the NatureWorks Local Assistance Grant Program, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR.
- 16. Maintenance of the Property.** The Property shall be operated and maintained so as to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
- 17. Accommodation of Disabilities; Nondiscrimination.** Any new facility constructed on the Property shall, whenever possible, be designed to accommodate people with disabilities. Grantee shall require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17). Grantee will be responsible to ensure compliance with these specifications by the contractor. The facility shall be made available to all persons regardless of race, color, religion, sex, national origin, military status, disability, age or familial status. Any modifications to existing structures will also include handicap accessible design considerations. It is understood that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement.
- 18. Drug-Free Workplace.** Grantee agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Grantee shall make a good faith effort to ensure that all Grantee's employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- 19. Ohio Election Law.** Contractor affirms that it is compliant with R.C. § 3517.
- 20. User Fees.** User fees charged for facilities acquired or developed with NatureWorks funds shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Excess revenues from user fees at the Project site shall be returned to the public in the form of expanded facilities or services at the funded site.
- 21. Placement of Utilities.** Unless situated within an easement or right of way owned by others, all new or replacement utility lines on the Property shall be placed underground.
- 22. Nondiscrimination.** Discrimination on the basis of residence, including preferential fees, reservations, membership systems, is prohibited, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence. Compliance with federal, state, and local laws pertaining to non-discrimination in employment practices, facility and area use, minimum wages, conflict of interest, solicitations for contract bids, bid awards, etc., shall be met at all times. No person shall be discriminated against or be excluded from participating in any program or activity on the grounds of race, color, religion, sex, national origin, military status, disability, age or familial status.
- 23. Commencement of Work.** Grantee shall cause work on the Project to be commenced within a reasonable time after the execution of this Project Agreement and assure that the Project will be prosecuted to completion with reasonable diligence.
- 24. Relocation Assistance.** Grantee shall comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and O.R.C. Section 163 for all real property acquisitions, and where applicable shall assure that these requirements have been complied with for property to be developed with assistance under the Project Agreement.

- 25. No PERS Contribution.** Grantee certifies that it is an Ohio county, municipality or other political subdivision for the purposes of the application of Rev. Code Chapter 145. ODNR will not make contributions to the public employees' retirement system on behalf of any of the individuals employed by Grantee, or its contractors or other agents.
- 26. Qualification to Receive Grant.** Grantee affirms that it duly organized governmental entity, qualified to receive grants under the NatureWorks Local Assistance Grant Program. Grantee further affirms that if at any time during the term of this Project Agreement, Grantee for any reason becomes disqualified from participating in the NatureWorks Local Grant Fund Program, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Project Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.
- 27. Bidding; Plans.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid, and if competitive bidding for the Project is not required by law, to the extent reasonable possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions, may not be acceptable. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.
- 28. Prevailing Wage Compliance.** Grantee shall be responsible for following, and compliance with, all applicable laws in determining if the Project is a public project on which prevailing wages must be paid, and, if prevailing wages must be paid, Grantee shall be responsible for contractor/subcontractor compliance.
- 29. Compliance with Law and Procedures.** Grantee shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, and insurance. Grantee is legally responsible to complete the Project, follow guidelines and rules as established by ODNR, comply with the terms of this Project Agreement, the provisions of the Procedural Guide and all relevant laws, rules and regulations. ODNR may issue instructions, interpretations or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Project Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action.

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

**STATE OF OHIO,
DEPARTMENT OF NATURAL RESOURCES:**

City of Canal Winchester

Paul R. Baldrige, Chief
Office of Real Estate
As Designee For:
James Zehringer, Director

By _____

Title

Date

ATTORNEY CERTIFICATION

I, _____ [name and title], acting as attorney for the _____ (“Grantee”), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Agreement and my knowledge of Grantee’s organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee’s acceptance of the Agreement and the signing officer’s execution thereof, ___ has ___ has not* been authorized by the governing body of Grantee, or has otherwise been authorized by grantee’s charter. (Resolution or Ordinance No. _____, dated _____, 201__).

*If “has not” is checked, please indicate the reason. _____

Legal Counsel for Grantee _____
(Signature)

Printed Name of Legal Counsel _____

Address _____

Registration Number _____

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

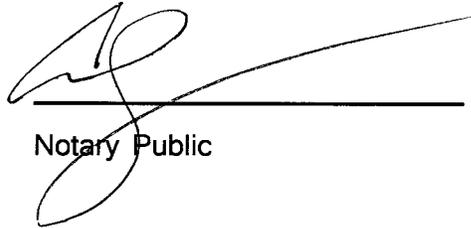
COUNTY OF FRANKLIN, SS:

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;

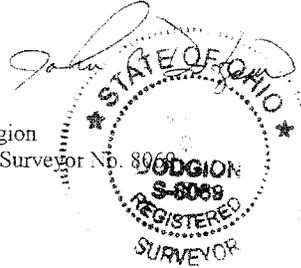
with the arc of a curve to the right, having a central angle of 06° 40' 41", a radius of 610.00 feet, an arc length of 71.10 feet, a chord bearing of North 88° 52' 18" West and chord distance of 71.06 feet;

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



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

EASEMENT

SECTION 21, TOWNSHIP 15, RANGE 20
 CONGRESS LANDS EAST OF THE SCIOTO RIVER
 CITY OF CANAL WINCHESTER, COUNTY OF FAIRFIELD, STATE OF OHIO

Date: October 6, 2017

Scale: 1" = 80'

Job No: 2017-1008

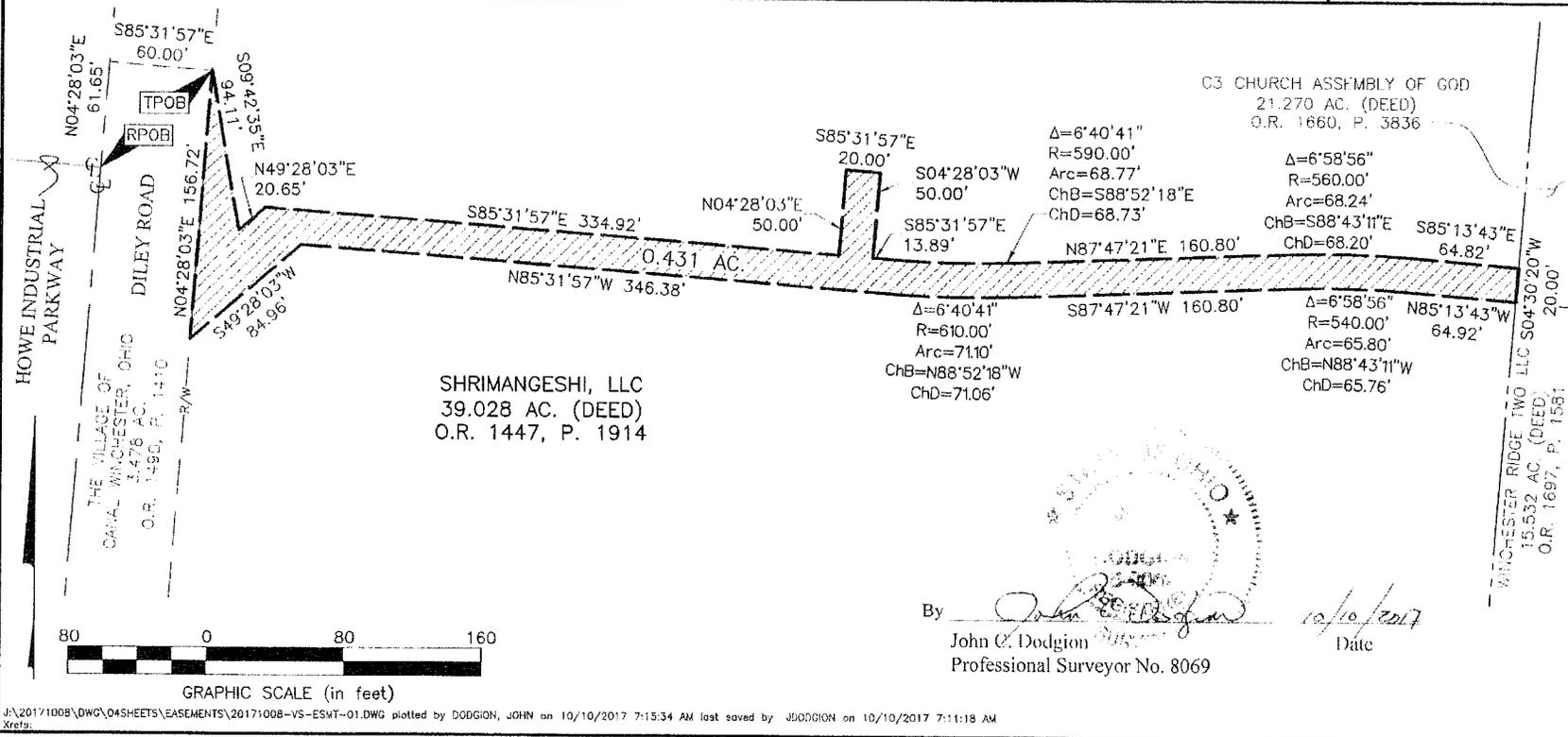


Exhibit A-1

J:\20171008\DWG\04SHEETS\EASEMENTS\20171008-VS-ESMT-01.DWG plotted by DODGION, JOHN on 10/10/2017 7:15:34 AM last saved by JDODGION on 10/10/2017 7:11:18 AM
 Xrefs:

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

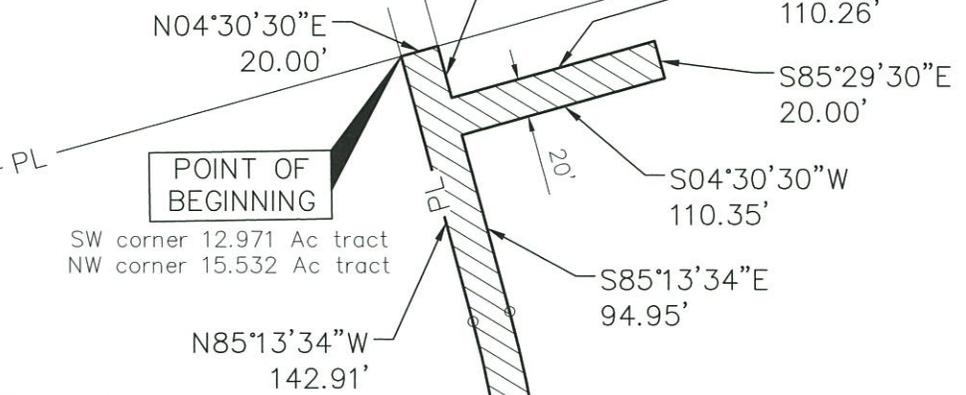
0.538 ACRE WATER LINE EASEMENT EXHIBIT
 STATE OF OHIO, COUNTY OF FAIRFIELD, CITY OF CANAL WINCHESTER
 SECTION 21, TOWNSHIP 15, RANGE 20, CONGRESS LANDS



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.



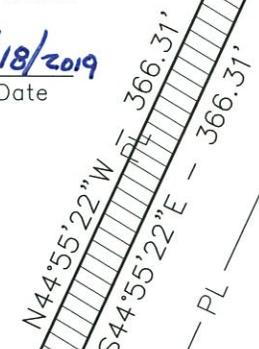
PID: 0420388720
 WINCHESTER RIDGE TWO LLC
 O.R. 1697, PG 1581
 15.532 ACRES

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, Records 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
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
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. 19-010

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

WHEREAS, NorthPoint Development, L.L.C. desires to acquire 110.244 acres of land which will be owned by the City of Canal Winchester pursuant to a real estate purchase agreement for construction of new facilities; and

WHEREAS, the City hereby finds and determines that the 110.244 acres of land on Bixby Road is not required by the City for its purposes, and the conveyance of such land to the Canal Winchester Industry and Commerce Corporation will promote the welfare of the residents of the City, stabilize the economy, provide additional opportunities for their gainful employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the residents of the City; and

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

WHEREAS, this conveyance is hereby authorized without advertisement and receipt of bids;

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

Section 1. That the Mayor be and hereby is authorized and directed to by suitable deed of conveyance to convey to the Canal Winchester Industry and Commerce Corporation the 110.244 acres of land, so as to provide for the performance of a Real Estate Sale Contract substantially similar to the attached as Exhibit A, by and among the Canal Winchester Industry and Commerce Corporation and NorthPoint Development, L.L.C.

Section 2. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety and welfare, such emergency arising from the exigencies of the real estate purchase agreement and the need to immediately begin preparations for the transfer of the land WHEREFORE, this Ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LEGAL COUNSEL

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

Finance Director/Clerk of Council

REAL ESTATE SALE CONTRACT

THIS REAL ESTATE SALE CONTRACT (this “**Contract**”) is made as of the Effective Date (as defined in Section 25 below) by and between NorthPoint Development, LLC, a Missouri limited liability company, or assigns (“**Buyer**”) and Canal Winchester Industry and Commerce Corporation, an Ohio corporation (“**Seller**”).

WITNESSETH:

1. Property. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions hereinafter set forth, that certain real property comprising approximately 110.145 acres generally located at the Northeast corner of Rager Road and U.S. Highway 33, Canal Winchester, Franklin County, Ohio, together with all improvements of any kind located thereon, all surface and subsurface rights, and any appurtenant easements and rights of parking and access (all hereinafter referred to as the “**Property**”). A depiction of the Property is attached hereto as Exhibit A. The parties agree that upon the completion of the Survey (as defined in Section 5 below), the legal description set forth in the Survey shall be utilized for all purposes in connection with the sale of the Property, as contemplated herein.

2. Purchase Price. The “**Purchase Price**” for the Property shall be Fifteen Thousand and 00/100 Dollars (\$15,000.00) per acre comprising the Property, as determined by the Survey (as defined below). Buyer agrees to pay the Purchase Price as follows:

(a) One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “**Earnest Deposit**”) to be delivered to Escrow Agent (as hereinafter defined) within three (3) business days following the Effective Date, in the form of a check payable to, and to be deposited in escrow with AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 (the “**Escrow Agent**”), which Earnest Deposit shall be refundable or nonrefundable based upon the further terms of this Contract, and the Earnest Deposit shall be fully applicable to the Purchase Price;

(b) On the Closing Date (as defined in Section 3), Buyer shall deliver the Purchase Price to the Escrow Agent for distribution to Seller, less the Earnest Deposit and the Additional Deposit, by cashier’s or certified check or by wire transfer in immediately-available funds, and subject to any prorations set forth in this Contract.

3. Closing; Costs at Closing.

(a) Subject to the terms and conditions hereof, the closing of the transaction contemplated herein (the “**Closing**”) shall occur no later than the date occurring fifteen (15) days following the expiration of the Approvals Period (as defined herein) (the “**Closing Date**”). Buyer and Seller hereby agree to cooperate in good faith to schedule the Closing Date on a date within such fifteen (15) day period that would allow Seller to close contemporaneously on fee simple title to the Property from its current owner. Notwithstanding the foregoing, Seller hereby acknowledges that Buyer shall have the benefit of the entire Due Diligence Period and Approvals Period, and that in no event shall

Closing occur prior to the expiration of either such period or on a date not approved by Buyer, in its reasonable discretion.

(b) On the Closing Date, the parties shall pay any and all closing costs as follows:

(i) The costs of any escrow charges, or similar costs, charged by Escrow Agent, shall be evenly split among Buyer and Seller.

(ii) Any costs related to the recording of the Deed or other conveyance documents (except in connection with the release of any liens or encumbrances agreed to be released by Seller under the terms of this Contract) shall be paid by Buyer.

(iii) The costs of releasing any and all liens, judgments, and other encumbrances objected to by Buyer and agreed to be released by Seller under the terms of this Contract, as well as any recording costs in connection therewith, shall be paid by Seller.

(iv) Any and all transfer taxes, deed taxes, stamp taxes, and other similar fees and taxes shall be paid evenly split among Buyer and Seller.

(v) The costs of the Survey shall be paid by Seller, or, if previously paid by Buyer, shall be reimbursed to Buyer in the form of a credit against the Purchase Price.

(vi) Except as otherwise specifically set forth herein, any costs attributable only to one party, such as each party's attorneys' fees, shall be paid by such party.

(vii) Any and all other costs or expenses not otherwise addressed in this Contract shall be paid by the parties as the same is customary in Canal Winchester, Ohio.

4. Taxes. Seller shall pay all taxes, general and special, against the Property which are due and have accrued before the Closing Date, and Buyer shall assume all of such taxes and assessments becoming due and accruing on the Closing Date and thereafter, except that all general state, county, school and municipal taxes (exclusive of rebates, penalties and interest) becoming due and accruing during the calendar year in which Closing occurs shall be prorated between Seller and Buyer on the basis of said calendar year as of the Closing Date. If the amount of any such tax or assessment to be prorated cannot be then ascertained, proration shall be computed on the basis of the rate(s) for the preceding year applied to the last assessed valuation prior to the Closing Date, without any right to subsequent adjustment once the actual amounts are known. Seller represents that there are no special assessments or other impositions of any nature which are pending with respect to the Property or any portion thereof.

5. Title Insurance and Survey.

(a) As of the Closing Date, Seller shall cause to be issued and delivered to Buyer an ALTA owner's policy of title insurance (the "**Title Policy**") respecting the Property. Costs of a standard coverage Title Policy shall be paid by Seller, and incremental costs (if any) of an extended coverage Title Policy shall be paid by Buyer. Costs of any endorsements to the Title Policy and any lender's title policy issued in connection with the Closing, if applicable, shall be paid by Buyer. The Title Policy shall conform to the following specifications:

(i) The form of the Title Policy will be ALTA Form B or such other form as may be available from the Title Company and reasonably acceptable to Buyer;

(ii) The Title Policy will be issued by Chicago Title Insurance Company (the "**Title Company**");

(iii) The insured will be Buyer (or assigns);

(iv) The Title Policy will be in the amount of the Purchase Price; and

(v) There will be no exceptions to extended coverage other than the Permitted Exceptions (as defined below).

(b) Subject to the foregoing provisions, the Title Policy shall not contain exceptions with respect to any of the following (except to the extent they become Permitted Exceptions), provided that the same can be removed upon Seller's execution and delivery of the Title Company's standard seller's affidavit at Closing (and with respect to (iv) below, Seller's delivery of the Survey to the Title Company) and that the cost to remove same that cannot be so removed shall be Buyer's sole responsibility:

(i) Defects, liens, encumbrances, adverse claim, or other matters first appearing in the public records or attaching subsequent to the Effective Date but prior to the Closing Date;

(ii) Rights or claims of parties in possession;

(iii) Easements, or claims of easements, not shown by the public records;

(iv) Any encroachment, encumbrance, violation, or adverse circumstance that would be disclosed by an accurate and complete survey of the Property;

(v) Any lien, or right to a lien, for services, labor or materials furnished;

(vi) Taxes or installments of assessments due or payable as of the Closing Date; or

(vii) Tenancies, either by month-to-month or by virtue of a written or oral lease, by a party in possession of any part of the Property.

(c) Buyer shall request that the Title Company provide to Buyer, at Seller's cost, within ten (10) days following the Effective Date, a commitment from the Title Company setting forth the basis upon which the Title Company is willing to insure title to the Property, together with legible copies of all documents identified therein as exceptions to title (excluding mortgages, deeds of trust and similar matters which shall be released at Closing) (collectively, the "**Title Commitment**").

(d) Within twenty (20) days after the Effective Date, Seller shall obtain a new or updated ALTA/NSPS survey for the Property (the "**Survey**") and provide a copy of the Survey to Buyer. Such Survey shall be performed by a surveyor licensed in the State of Ohio. Upon the completion of the Survey, the legal description set forth therein shall be the legal description of the Property for all purposes in connection with this Contract, including the Deed and the Title Policy.

(e) If the Title Commitment or the Survey discloses any defects, liens, or encumbrances objectionable to Buyer, in Buyer's sole and absolute discretion, Buyer may object in writing to the same no later than the date occurring thirty (30) days following the Effective Date. Matters listed in the Title Commitment or Survey and not objected to by Buyer within such period and matters later accepted by Buyer shall constitute "**Permitted Exceptions**". Buyer shall not be required to object to any monetary encumbrances recorded against the Property, such as mortgages, deeds of trust, or liens, all of which shall not be deemed Permitted Exceptions and shall be released at Closing. As to any matters to which Buyer so objects in a timely manner, Seller shall notify Buyer in writing, within ten (10) days after receipt by Seller of Buyer's objection letter, as to which specific matters Seller is unable or unwilling to remedy and which specific matters Seller will exercise reasonable efforts to attempt to remedy. As to those matters to be remedied, Seller shall deliver to Buyer a revised Title Commitment reflecting that such remedy has been affected, or Seller shall otherwise assure Buyer, to Buyer's reasonable satisfaction, that such remedy will be made on or before the Closing Date. If Seller is unable or unwilling to remedy all matters objected to by Buyer and to deliver the Title Policy in accordance with the foregoing requirements, Buyer shall have the option of either: (i) consummating the transaction contemplated hereby and accepting such title as Seller is so able or willing to convey, and without any claim against Seller or any adjustment in the Purchase Price with respect thereto, or (ii) terminating this Contract by giving written notice to Seller of the same on or prior to the expiration of the Due Diligence Period, in which event the entire Earnest Deposit shall be returned to Buyer. If Buyer fails to give the termination notice under clause (ii) above within such period, Buyer shall be deemed to have elected clause (i) above as to those specific matters that are set forth in such written notice from Seller. In the event that Seller indicates that Seller will cure any of Buyer's objections on or prior to Closing but fails to so cure such objections, the same shall be deemed a default by Seller pursuant to Section 13(b) hereof, and Buyer shall have all remedies set forth therein against Seller.

6. Right of Entry; Existing Materials.

(a) Seller hereby grants to Buyer, and its contractors and agents, a non-exclusive right and license to enter the Property from time to time prior to the earlier of the

Closing or the termination of this Contract for purposes of conducting review and planning activities, including, without limitation, site reviewing, engineering, surveying, environmental audits, inspections, photographing, client tours, rock borings, soil tests, and utility locating; provided, however, that any invasive testing shall be subject to the prior written approval of Seller. Buyer shall indemnify and hold Seller harmless from and against any and all (i) damage caused to the Property or any other property by Buyer or its agents or contractors, (ii) loss, damage or injury to any person or property to the extent resulting directly or indirectly from any hazard or other condition created by Buyer or its agents or contractors, (iii) any injury to Buyer or any of its agents or contractors, or any person arising out of the exercise of Buyer's rights under this Contract, and (iv) any expenses incurred by or for Buyer, in connection with such planning or other activities. This indemnification provision shall survive Closing or any termination of this Contract. Buyer shall not alter or damage the Property in any manner and shall promptly restore the Property substantially to its original condition if any such damage does occur. Buyer hereby acknowledges that the Property is currently owned by a party other than Seller, and Seller agrees to use commercially reasonable efforts to afford Buyer all access to the Property contemplated in this Section, including by coordinating the same with the current owner of the Property. Prior to entering the Property, Buyer shall provide Seller with an insurance accord evidencing insurance coverage held by Buyer, or each contractor or subcontractor performing inspections on Buyer's behalf providing commercial general liability insurance in an amount not less than \$1 million per occurrence, with the accord naming Seller and the current owners of the Property as additional insureds.

(b) Seller shall, within two (2) days following the Effective Date, provide to Buyer copies of the following, if any, in Seller's possession or control (the "**Due Diligence Materials**"):

(i) Any and all leases, contracts, licenses, permits, and agreements with any other party, person, or entity in connection with the Property, including without limitation, those affecting ownership, operation, maintenance, repair, or development of the Property;

(ii) Any and all information and correspondence regarding any liens, lien claimants, attachments, executions, or assignments for the benefit of creditors, including those still pending and those that have received a priority determination;

(iii) Any and all existing environmental reports, engineering reports, surveys, soil and substrata studies and reports, soil boring logs, development assessments, and any other similar studies, reviews, surveys, assessments, audits, or reports in connection with the Property;

(iv) Any and all governmental approvals obtained by Seller in connection with the Property, such as zoning and entitlements, as well as all notices and correspondence to and from any governmental agencies or insurers of the Property, related to the Property;

- (v) A list of all known defects and/or malfunctions affecting the Property with respect to any parking lots, and drainage and sewer systems;
- (vi) Any title policies or title reports in possession of Seller related to the Property;
- (vii) The most recent appraisal in connection with the Property; and
- (viii) Any operating agreements, covenants, restrictions, or other similar documents affecting the Property.

7. Due Diligence Period; Approvals Period.

(a) Buyer acknowledges and agrees that the sale of the Property to Buyer in accordance with the terms of this Contract is expressly contingent on the approval of such sale by the City of Canal Winchester and the Seller's board of trustees. Upon receipt of such approvals, Seller shall provide written notice thereof to Buyer, which Buyer shall confirm within one (1) day. The date of such confirmation by Buyer is hereinafter referred to as the "**Consent Date.**" Buyer shall have until 11:59 p.m. (Canal Winchester, Ohio local time) on the date occurring forty five (45) days following the Consent Date (the "**Due Diligence Period**") to inspect the legal and physical condition of the Property, conduct such due diligence activities and inspections, pursue such governmental approvals, and conduct such other activities and reviews with respect to the Property and Buyer's intended use thereof as Buyer shall deem appropriate. During the term of this Contract, Seller shall cooperate, and use commercially reasonable efforts to cause the current owner of the Property to cooperate, at no cost to Seller or the current owners of the Property, with Buyer in connection with such due diligence activities, including, without limitation, authorizing the submittal, approval, and execution of zoning, planning, and platting applications, and applications or petitions in connection with any financial incentives sought by Buyer in connection with the Property, in Buyer's sole discretion (collectively, the "**Approvals**"). Seller shall have the right to review and approve, such approval not to be unreasonably withheld, conditioned or delayed, any applications for any Approvals prior to their submittal to the appropriate governmental authorities. Following the Effective Date, Buyer shall provide Seller an anticipated schedule for the Approvals and anticipated date by which Buyer anticipates that the Approvals will be finalized.

(b) If Buyer determines for any or no reason, in its sole and absolute discretion, that it does not desire to purchase the Property, Buyer shall have the right to terminate this Contract by giving written notice to Seller on or before the expiration of the Due Diligence Period, in which event the entire Earnest Deposit shall be returned to Buyer, and the parties shall have no further obligations to one another, except as expressly provided herein. In the event Buyer does not terminate this Contract prior to the expiration of the Due Diligence Period, Buyer shall be deemed to have waived its right to terminate this Contract in accordance with this Section 7(b), and thereafter, Buyer's right to terminate this Contract in accordance with this Section 7 shall be limited to termination in connection with Buyer's failure to obtain Approvals as provided in Section 7(d).

(c) Buyer shall have from the expiration of the Due Diligence Period until 11:59 p.m. (Canal Winchester, Ohio local time) on the date occurring ninety (90) days following the expiration of the Due Diligence Period (the “**Approvals Period**”) to continue pursuing the Approvals. Within three (3) days following the commencement of the Approvals Period, Buyer shall deposit an additional One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “**Additional Deposit**”) with Escrow Agent, which Additional Deposit shall be applicable to the Purchase Price at Closing.

(d) If Buyer is unable to obtain, or reasonably believes that it will be unable to obtain, any and all Approvals on or prior to the expiration of the Approvals Period, Buyer shall have the right to terminate this Contract by giving written notice to Seller on or before the expiration of the Approvals Period. In the event that Buyer terminates this Contract pursuant to this Section 7(d), the entire Earnest Deposit and Additional Deposit shall be returned to Buyer, and the parties shall have no further obligations to one another, except as expressly provided herein. In the event Buyer does not terminate this Contract prior to the expiration of the Approvals Period, Buyer shall be deemed to have waived its right to terminate this Contract in accordance with this Section 7(d), and the Earnest Deposit and Additional Deposit shall be nonrefundable, other than in accordance with Sections 8, 10 and/or 13, but applicable to the Purchase Price at Closing.

8. Closing Conditions. Notwithstanding any provisions of this Contract to the contrary, Buyer’s obligation to close the transactions set forth herein shall be subject to, and conditioned upon, the satisfaction of each of the following “**Closing Conditions**”:

(a) the Title Company is irrevocably committed to issuing the Title Policy in compliance with the provisions set forth in Section 5 above; and

(b) Seller shall have acquired fee simple title to the Property.

In the event that any of the aforementioned Closing Conditions are not satisfied as of the Closing Date, Buyer shall have the right to terminate this Contract on the Closing Date, in its sole and absolute discretion, in which event, notwithstanding any provisions of this Contract to the contrary, the entire Earnest Deposit and the Additional Deposit shall be immediately returned to Buyer, and the parties shall have no further obligations hereunder each to the other, except as expressly provided herein. In the event that Seller has not acquired fee simple title to the Property as of the Closing Date, as stated in Section 8(b), then the Closing Date shall automatically be extended for up to thirty (30) days to allow the same to occur. If Seller has not acquired fee simple title to the Property within such thirty (30) day period, then Buyer may at any time thereafter terminate this Contract, and notwithstanding anything to the contrary stated herein, receive a full refund of the Earnest Deposit and the Additional Deposit, as well as have any other remedies available to Buyer under Section 13(b) hereof.

9. Closing Obligations.

(a) On the Closing Date, Seller shall be obligated, at its sole cost and expense, to deliver, or cause to be delivered, the following:

(i) a Limited Warranty Deed (the “**Deed**”), in a form reasonably acceptable to Buyer and the Title Company, properly executed and conveying marketable fee simple title to the Property, subject only to the Permitted Exceptions;

(ii) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions contemplated by this Contract.

(b) On the Closing Date, Buyer shall be obligated, at its sole cost and expense, to deliver, or cause to be delivered, the following.

(i) The Purchase Price, less the Earnest Deposit and the Additional Deposit, after all adjustments and prorations are made at the Closing;

(ii) Such other documents as may be reasonably necessary or appropriate to effect the consummation of the transactions contemplated by this Contract.

10. Condemnation. Seller represents that it has no actual knowledge of any pending or threatened condemnation, eminent domain or equivalent proceeding or action which would affect the Property. If, after the Effective Date and before the date and time of Closing, any such proceeding or action is commenced or threatened against the Property or the owner(s) thereof, Seller shall provide Buyer with written notice thereof promptly after Seller has knowledge thereof, and Buyer shall have the option of continuing with this Contract and receiving all proceeds of such action or proceedings (or sale in lieu thereof), or terminating this Contract by written notice to Seller within ten (10) days after receiving such written notice from Seller. If this Contract is so terminated, notwithstanding any provisions of this Contract to the contrary, the entire Earnest Deposit and the Additional Deposit shall be immediately returned to Buyer and the parties shall have no further obligations each to the other, except as expressly provided herein.

11. Representations.

(a) Each party represents and warrants to the other party that:

(i) this Contract has been duly executed and delivered by such party, and constitutes the valid and binding obligation of such party, enforceable against it in accordance with the terms hereof; and

(ii) the execution, delivery and performance of this Contract does not violate or breach the terms of any agreement to which it is a party or by which it or its property may be bound.

(b) Seller represents that it has the contractual ability to acquire fee simple title to the Property prior to Closing, and Seller has the legal power and authority to enter into and perform this Contract.

(c) Seller further represents and warrants to Buyer that to Seller's knowledge, except as otherwise disclosed by Seller in writing or the Title Commitment, there are no recorded or unrecorded leases, contracts, and/or options pertaining to or affecting the Property, or any part thereof, and there is no party other than Seller or the current owners of the Property in possession, or with a claim of possession, of the Property or any part thereof.

(d) Seller further represents and warrants that Seller has not received any written notice that the Property is in default under, or not in compliance with, any laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, including without limitation, all applicable federal, state and local laws pertaining to air and water quality, hazardous waste, waste disposal, air emissions and other environmental matters and rules, regulations and ordinances of the United States Environmental Protection Agency and all other applicable federal, state and local agencies and bureaus, nor has Seller received written notice of any proceeding initiated under or with respect to any of the foregoing.

(e) Seller represents and warrants that to Seller's knowledge the Property is not subject to any pending or threatened litigation.

(f) So long as this Contract remains in effect, Seller shall not do any of the following, without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned, or delayed:

(i) Sell, grant, convey, lease or dispose of, or negotiate or contract to sell, grant, convey, lease or dispose of, the Property or any part thereof;

(ii) Grant or record any easement, license or right-of-way in, to or through the Property or any part thereof;

(iii) Create, record, nor allow to be created or recorded, any restriction or covenant of any kind, character, or nature whatsoever with respect to the Property or any part thereof; or

(iv) Cause, or allow, any material physical modifications to the Property.

12. Foreign Investment in Real Property Tax Act. Seller agrees to execute and deliver at Closing an affidavit in conformance with the requirements of the Foreign Investment in Real Property Act.

13. Breach At or Prior to Closing.

(a) If Buyer should fail to consummate the transaction contemplated in Section 1 of this Contract for any reason other than a default or misrepresentation by Seller as described in subsection (b) below under this Contract, or the exercise by Buyer of a right to terminate this Contract as provided herein, then the Earnest Deposit (and the Additional Deposit, if previously paid) shall be paid to Seller as total liquidated damages (due to the difficulty and inconvenience of measuring actual damages and the fact that the Earnest Deposit (and the Additional Deposit, if previously paid) represents as fair an approximation

of actual damages as the parties can now determine) and in full satisfaction of all of Buyer's obligations hereunder except for Buyer's indemnity obligations set forth in Section 6(a) hereof which shall be in addition to said liquidated damages.

(b) If Buyer has performed all of its obligations under this Contract and Seller breaches its obligations hereunder and fails to cure such breach within five (5) business days of receipt of written notice from Buyer of such breach, or a representation or warranty made by Seller herein was untrue when made as of the Effective Date or becomes untrue due to Seller's action, then Buyer may, as its exclusive remedies: (i) seek specific performance of the terms of this Contract, or (ii) terminate this Contract, in which case, notwithstanding any provisions of this Contract to the contrary, the entire Earnest Deposit and the Additional Deposit (if previously paid) shall be immediately returned to Buyer, and Seller shall reimburse Buyer for any and all of Buyer's reasonably documented actual out-of-pocket costs incurred in connection with this Contract and the transactions contemplated hereby, including without limitation, Buyer's reasonable legal costs, design costs in connection with Buyer's intended use of the Property, and costs related to Buyer's due diligence activities in connection with this Contract, up to a maximum of \$50,000.00.

14. Survival. The representations and warranties described in Section 11 shall be deemed made on and as of the Closing Date, as well as on the date hereof, and shall survive consummation of this Contract and delivery of the Deed to the Property for a period of one (1) year following the Closing Date.

15. AS IS. Buyer hereby acknowledges that Buyer has made or will make its decision to purchase the Property solely in reliance upon the representations, warranties and agreements of Seller expressly made in this Contract, if any, and upon Buyer's own inspection and review of the Property. Except as otherwise provided herein to the contrary (including Seller's specific covenants, representations and warranties), Buyer agrees to accept the physical condition of the Property "as is", "where is", "with all faults", and without express or implied warranties of any nature whatsoever. The warranties being disclaimed include, without limitation, implied warranties of merchantability, habitability, tenantability and fitness for a particular purpose.

16. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed made when delivered in person, delivery service, electronic mail, or when mailed by certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Buyer: NorthPoint Development, LLC
Attn: Nathaniel Hagedorn, CEO
4825 NW 41st Street, Ste. 500
Riverside, MO 64150
Phone: (816) 888-7381
E-mail: nathaniel@northpointkc.com

with a copy to:

NorthPoint Development, LLC
Attn: Evan Fitts
4825 NW 41st Street, Ste. 500
Riverside, MO 64150
Phone: (816) 768-8108
E-mail: efitts@northpointkc.com

If to Seller: Canal Winchester Industry and Commerce Corporation
Attn: Lucas Haire, Executive Vice President
36 S. High Street
Canal Winchester, OH 43110
E-mail: lhaire@canalwinchesterohio.gov

17. Miscellaneous. This Contract (i) supersedes any letter of intent or prior agreement between the Buyer and Seller and constitutes the entire agreement between Buyer and Seller relating to the subject matter hereof and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, concerning the sale contemplated hereunder, (ii) shall be governed by the laws of the State of Ohio, (iii) shall be freely assignable by Buyer without the consent of Seller to any entity with which Buyer is affiliated (i.e., controls, is controlled by, or is under common control with) or in which Buyer is a member, shareholder or partner, and (iv) shall not be modified or amended other than by a written instrument executed by both parties hereto. For the purposes of (iii) above, any entity managed by Buyer or NPD Management, LLC shall be deemed affiliated with Buyer. Any assignment not permitted in accordance with (iii) above shall be subject to the prior written approval of Seller. Any approved or other permitted assignee shall assume all of Buyer's obligations hereunder pursuant to a commercially reasonable form of assignment, a fully executed copy of which shall be delivered to Seller prior to Closing.

18. Attorneys' Fees. In case a lawsuit shall be brought because of the breach or alleged breach of any agreement or obligation contained in this Contract on the part of either party to be kept or performed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses in connection with such lawsuit.

19. Partial Invalidity. If any provisions of this Contract or the application thereof to any party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

20. Commission and Consulting Fees. Buyer and Seller agree that the only broker involved in the transactions set forth herein is CBRE, Inc., representing Buyer ("**Broker**"). Seller shall be responsible at Closing for the payment to Broker of a commission in the amount of four percent (4%) of the Purchase Price. Each party hereto represents and warrants to the other that no persons or entities, other than as identified pursuant to the provisions of this Section 20, are entitled to a brokerage commission, finder's fee, or other compensation with respect to the transactions contemplated hereby, and each party (an "**Indemnitor**") hereby indemnifies the other party for any damages related to a breach of said representation and warranty by Indemnitor, and for the

failure of such Indemnitor to pay any commission, finder's fee, or other compensation claimed through said Indemnitor.

21. Right to Exchange Real Property. Either party, through the use of a qualified intermediary, may transfer or acquire the Property through a tax free exchange, deferred exchange or reverse exchange of real property pursuant to Section 1031 of the Internal Revenue Code; provided, however (i) in no event shall any such exchange, or the exchanging party's inability to complete any such exchange, impair or otherwise affect the Closing Date, (ii) the non-exchanging party shall have no obligation or liability to the exchanging party or any other person or entity in any respect for any matters in connection with any such exchange other than executing an acknowledgement of such exchange, and (iii) the exchanging party shall indemnify and hold the non-exchanging party harmless from and against any claims, actions, liability and expense in connection with each such exchange.

22. Waiver of Jury Trial. BUYER AND SELLER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING, COUNTERCLAIM OR DEFENSE BASED ON THIS CONTRACT, OR ARISING OUT OF, UNDER OR IN ANY CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO RELATING TO THIS CONTRACT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BUYER AND SELLER ENTERING INTO THIS CONTRACT.

23. Legal Holidays and Business Days. If any date herein set forth for the performance of any obligations by Seller or Buyer or for the delivery of any instrument or notice as herein provided should be on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any federal holiday for which financial institutions or post offices in the State of Ohio are generally closed for observance thereof. As used herein, the term "business day" shall mean a day which is not a Saturday, Sunday or legal holiday.

24. Construction of Contract. This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. Both Seller and Buyer have contributed or had the opportunity to contribute substantially and materially to the preparation of this Contract.

25. Effective Date. The "Effective Date" of this Contract shall be the date this Contract is fully executed by the last of Seller and Buyer to sign.

26. Time is of the Essence. Time is of the essence of this Contract.

27. Execution in Counterparts, Electronic Mail and Fax. This Contract may be executed in several counterparts. All counterparts so executed shall constitute one agreement and shall be binding on all parties, even though all the parties did not sign the original or the same counterpart

signature page. Hand signatures transmitted by fax or electronic mail such as PDF are also permitted as binding signatures to this Contract.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed as of the Effective Date.

BUYER:

NorthPoint Development, LLC, a Missouri limited liability company

Dated: January 17, 2019

By: 

Nathaniel Hagedorn, Manager

SELLER:

Canal Winchester Industry and Commerce Corporation, an Ohio corporation

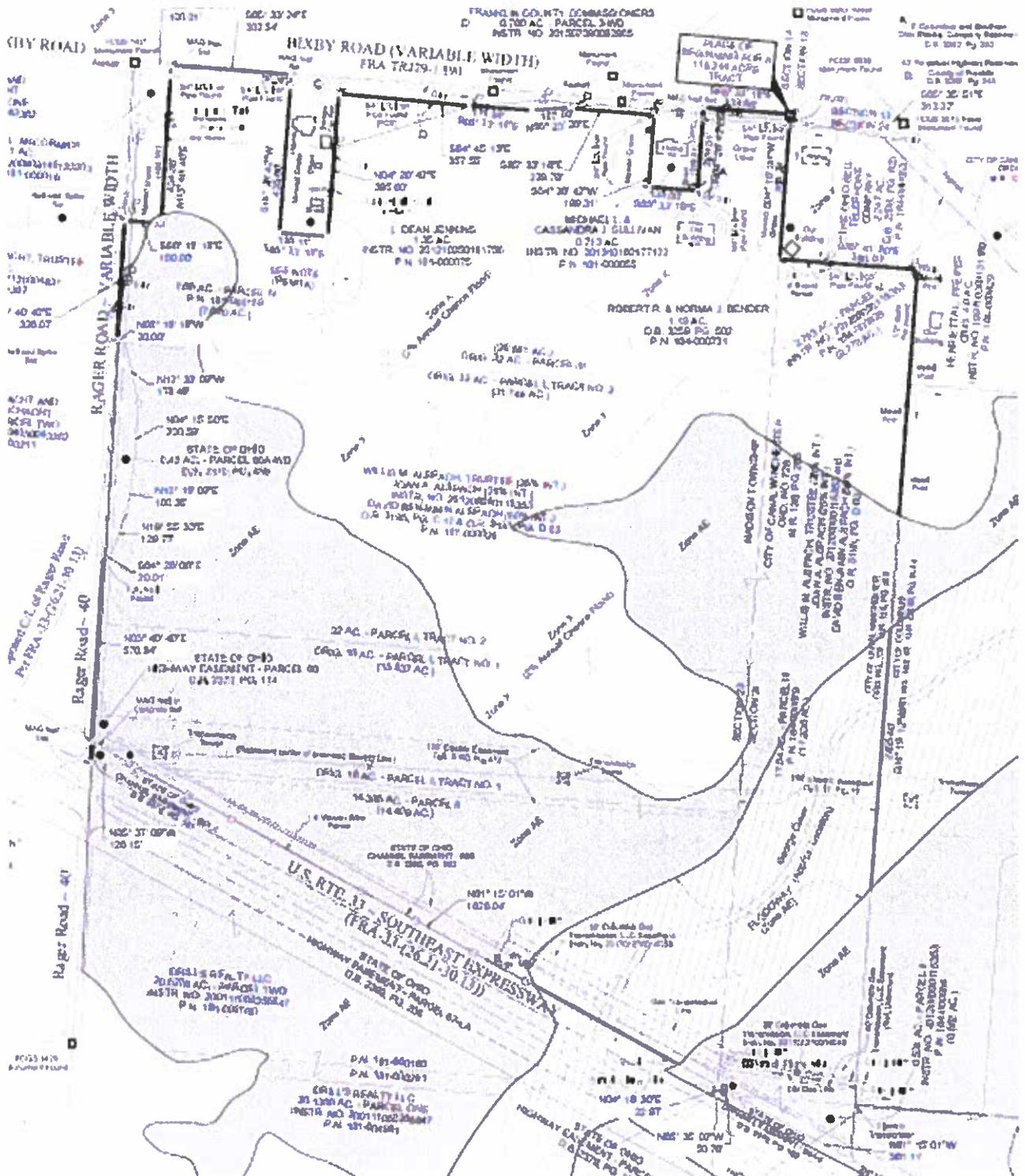
Dated: January 15, 2019

By: 

Lucas Haire, Executive Vice President

EXHIBIT A

Depiction of Property



0128850.0615530 4847-2433-0373v2

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: _____

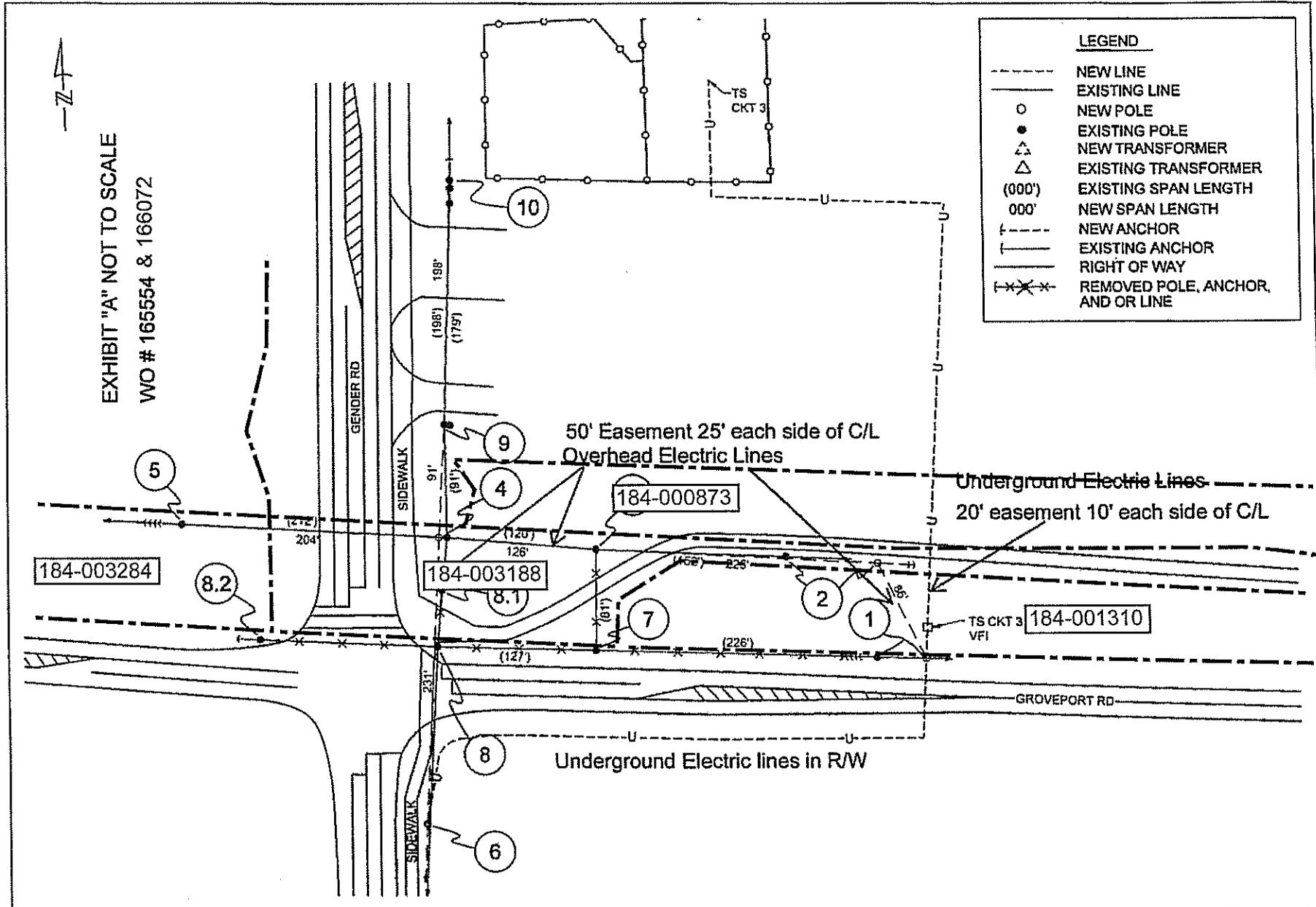
State of Ohio, County of:
BE IT REMEMBERED, that on this..... day of, 20
before me, the subscriber, a Notary Public in and for said County, personally came the above named
City of Canal Winchester

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

Place notary stamp in box

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



GROVEPORT RD
 SOUTH CENTRAL POWER COMPANY
 FRANKLIN COUNTY

DATE: 10-19-17

STAKED BY: T. KELLY

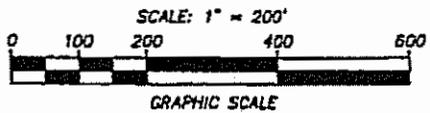
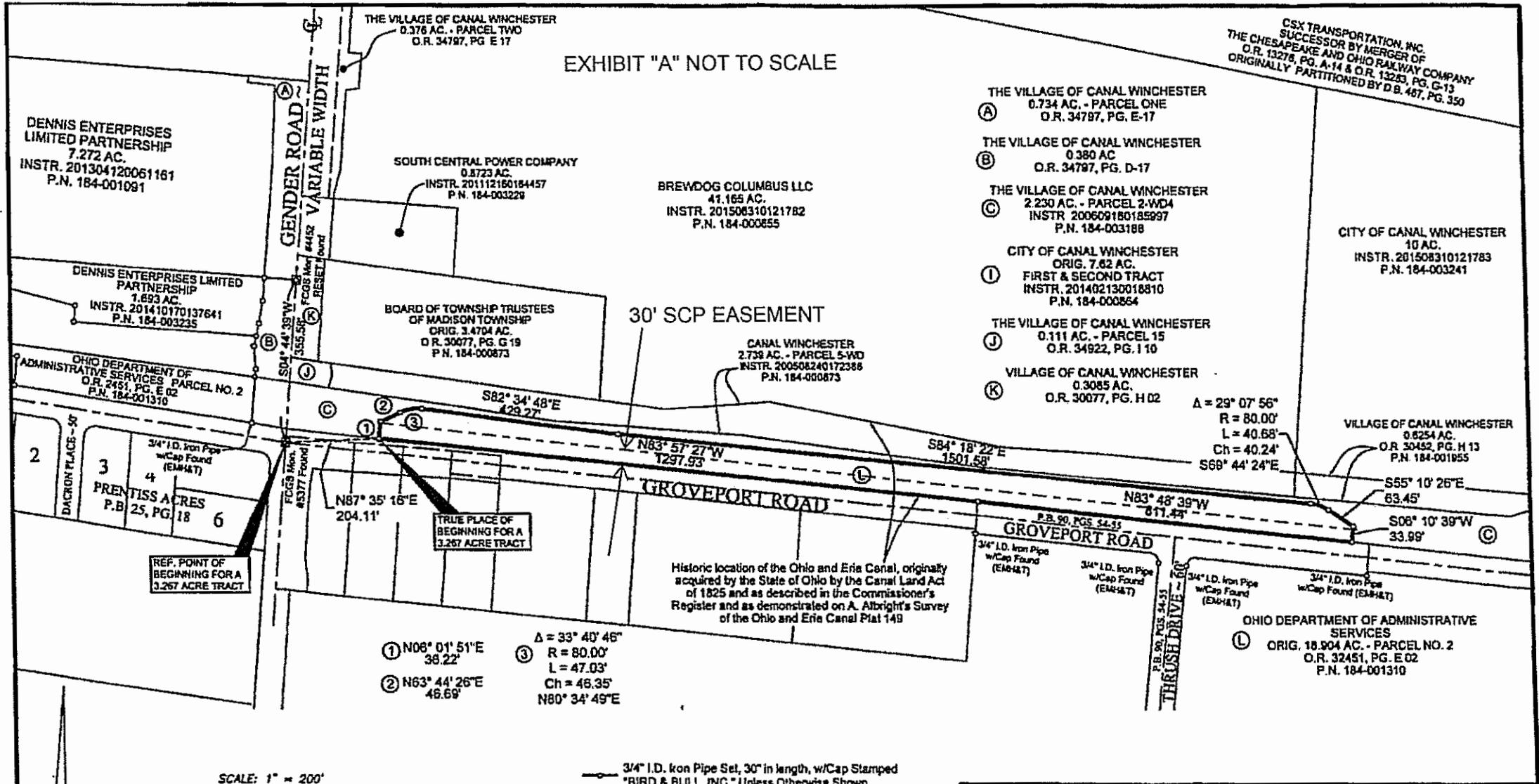
SCALE:

1" = 100'

JOB NUMBER: 36-030-005

SHEET 1 OF 1

EXHIBIT "A" NOT TO SCALE



Basis of bearings is the centerline of Gender Road, being N 04° 44' 39" E, between FCGS Monument Nos. 4452 Reset and 2270 Reset, Ohio State Plane Coordinate System, South Zone, NAD 83 (NSRS 2007).



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

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. Baxter 3/10/18
 Kevin L. Baxter - Ohio Surveyor No. 7697 Date:

CITY OF CANAL WINCHESTER

EXHIBIT OF A 3.267 ACRE TRACT,
 NORTH ALONG GROVEPORT 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. 1
DWN: KLB CKD: MARCH 02, 2018	18-015

- (A) THE VILLAGE OF CANAL WINCHESTER 0.734 AC. - PARCEL ONE O.R. 34787, PG. E-17
 - (B) THE VILLAGE OF CANAL WINCHESTER 0.380 AC O.R. 34797, PG. D-17
 - (C) THE VILLAGE OF CANAL WINCHESTER 2.230 AC. - PARCEL 2-WC4 INSTR. 200609180185997 P.N. 184-003188
 - (I) CITY OF CANAL WINCHESTER ORIG. 7.62 AC. FIRST & SECOND TRACT INSTR. 201402130018810 P.N. 184-000864
 - (J) THE VILLAGE OF CANAL WINCHESTER 0.111 AC. - PARCEL 15 O.R. 34922, PG. I 10
 - (K) VILLAGE OF CANAL WINCHESTER 0.3085 AC. O.R. 30077, PG. H 02
- CSX TRANSPORTATION, INC. SUCCESSOR BY MERGER OF THE CHESAPEAKE AND OHIO RAILWAY COMPANY O.R. 13275, PG. A-14 & O.R. 13283, PG. G-13 ORIGINALLY PARTITIONED BY D.B. 487, PG. 350
- CITY OF CANAL WINCHESTER 10 AC. INSTR. 201508310121783 P.N. 184-003241
- VILLAGE OF CANAL WINCHESTER 0.6254 AC. O.R. 30452, PG. H 13 P.N. 184-001955
- OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES ORIG. 18.904 AC. - PARCEL NO. 2 O.R. 32451, PG. E 02 P.N. 184-001310

$\Delta = 29^{\circ} 07' 56''$
 $R = 80.00'$
 $L = 40.68'$
 $Ch = 40.24'$
 $S69^{\circ} 44' 24'' E$

(1) $N06^{\circ} 01' 51'' E$ 38.22'
 (2) $N63^{\circ} 44' 26'' E$ 46.69'
 (3) $\Delta = 33^{\circ} 40' 46''$
 $R = 80.00'$
 $L = 47.03'$
 $Ch = 46.35'$
 $N80^{\circ} 34' 49'' E$

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.

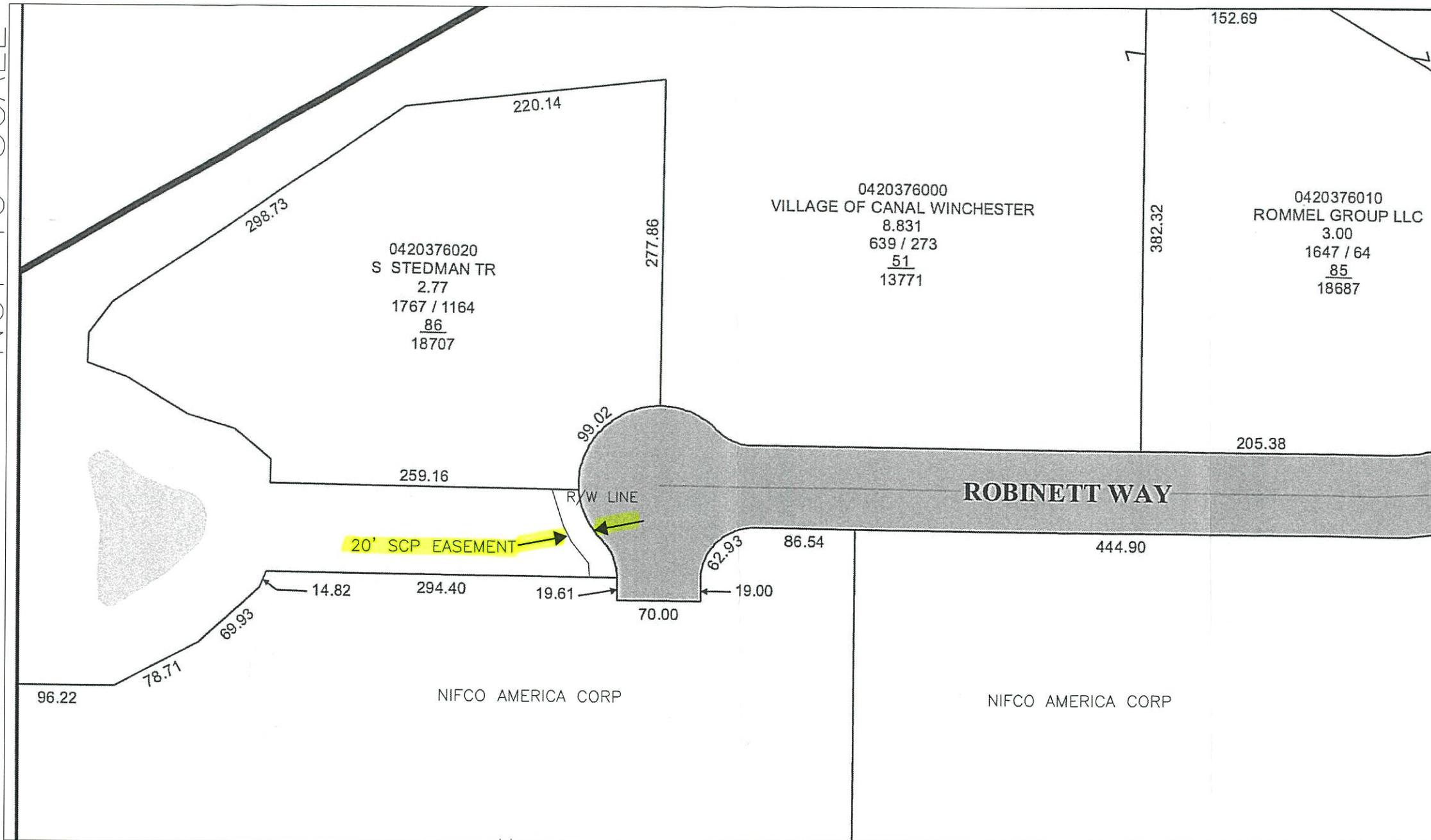
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

.....
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

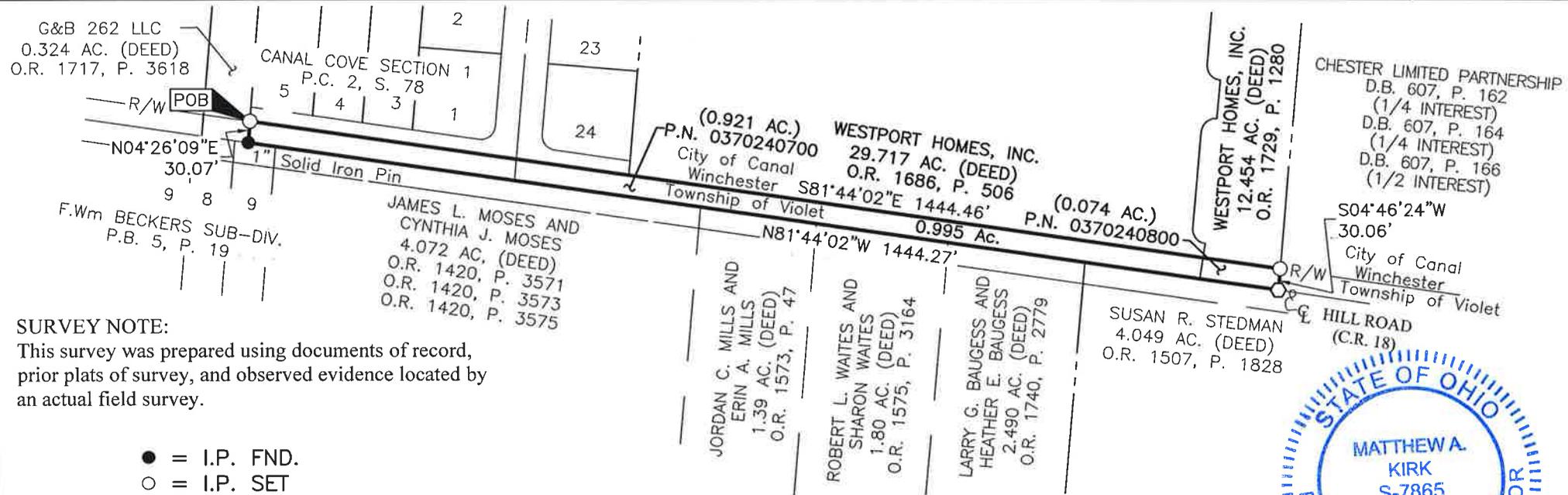
CONGRESS LANDS

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

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for January 2019

Page : 1
Report Date : 02/01/2019
Report Time : 08:19:19

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$593.00	\$593.00	\$1,876.65
Additional Costs	\$39.00	\$39.00	\$39.00
Fines			
City Revenue From Fines	\$2,221.00	\$2,221.00	\$6,421.00
Fees			
Fees	\$255.00	\$255.00	\$350.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$3,108.00	\$3,108.00	\$8,686.65
State Revenue From:			
Court Costs			
Court Costs	\$695.50	\$695.50	\$1,910.50
Fines			
Fines	\$0.00	\$0.00	\$30.00
Total to State:	\$695.50	\$695.50	\$1,940.50
Other Revenue From:			
Court Costs			
Court Costs	\$19.50	\$19.50	\$55.50
Restitution			
Restitution	\$20.00	\$20.00	\$20.00
Total to Other:	\$39.50	\$39.50	\$75.50
TOTAL REVENUE *	\$3,843.00	\$3,843.00	\$10,702.65
*Includes credit card receipts of	\$1,345.00	\$1,345.00	\$1,691.00

END OF REPORT

Ticket Summary

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

Page : 1
Report Date : 02/01/2019
Report Time : 08:21:29

<u>Ordinance</u>	<u>Description</u>	<u># Offenses</u>
313.010	TRAFFIC CONTROL DEVICES	1
331.080	MARKED LANES OF TRAVEL	1
331.120	U TURNS RESTRICTED	1
331.170	RIGHT OF WAY WHEN TURNING LEFT	2
331.340	FTC/FULL TIME ATT./WEAVING	4
333.030	SPEED	3
333.030A	ACDA	9
333.080	FAIL TO CONTROL	1
335.020	PERMITTING OPERATION WITHOUT VALID LICENSE;	1
335.070	DUS/REVOCATION/RESTRICTIONS	4
335.074	DRVNG UNDER L/F OR CHILD SUPPORT SUSPENSION	1
337.040	TAIL LIGHT/LICENSE PLATE LIGHT	1
513.020	GIFT OF MARIJUANA	1
513.030	DRUG ABUSE, CONTROLLED SUBSTANCE POSSESSION	1
513.030A	POSSESSION OF MARIJUANA 513.03 C2A	2
513.040	POSSESS DRUG ABUSE INSTRUMENTS	2
513.120	DRUG PARAPHERNALIA	5
525.020	FALSIFICATION	1
525.070	OBSTRUCTING OFFICIAL BUSINESS	2
525.090	RESISTING ARREST	2
541.030	CRIMINAL DAMAGE OR ENDANGERING	1
545.050	PETTY THEFT	11
Total Offenses for Time Period		57
Total Tickets for Time Period		44

COUNCIL UPDATE



January 31, 2019

Finance Department
Amanda Jackson, Finance Director

Project Status:

RITA Conversion – Just a reminder that as of January 1, 2019, our city income taxes are now being collected by the Regional Income Tax Agency (RITA). Any filings, even those related to prior years, should be directed to RITA. Also, all residents and Canal Winchester taxpayers **MUST** file with RITA, even if they have no taxable income or tax due. If an individual is retired, an exemption form must be filed with RITA that will documents such. All forms are available on the RITA website (ritaohio.com) with online filing being available starting in February. Please direct any questions about tax filings to myself or RITA representatives.

Beginning GL Balance:	21,792,511.53
Add: Cash Receipts	585,152.13
Less: Cash Disbursements	(1,267,171.91)
Less: Payroll Disbursements	(251,743.86)
Add: Journal Entries/Other	715,685.20

Ending GL Balance: 21,574,433.09

Ending Bank Balance: 21,660,767.41

Add: Miscellaneous Transactions 2,094.85

Add: Deposits in Transit

O/S CHECKS PRIOR TO 1/1/15 (2,268.50)
 OS CC 320.00

(1,948.50)

Less: Outstanding Checks

AP Checks

Check Date	Check Number	Name	Amount
03/09/2016	50520	ANDREA FOX	45.00
04/06/2016	50617	KIMBERLY GRAHAM	100.00
10/12/2016	51583	WAYNE BRENGMAN	5.00
11/16/2016	51740	SARAH DENEN	100.00
01/10/2018	53596	CLAUDE CURTIS	100.00
03/14/2018	53900	TWO ELK, LLC	12.00
06/08/2018	54236	JANICE THURMAN	100.00
11/15/2018	54959	OHIO CAST STONE LLC	2,500.00
12/21/2018	55121	QUALITY CONTROL INSPECTION	3,914.25
01/09/2019	55147	CARL WHEELER INC	2,800.00
01/17/2019	55200	C O A M C C	50.00
01/17/2019	55202	COMMA	500.00
01/23/2019	55237	JEFF WYLER COLUMBUS, INC	29,183.50
01/23/2019	55238	JOHN R SCHWAB	600.00
01/23/2019	55241	PICKERINGTON OVERHEAD GARAGE DOOR	140.00
01/23/2019	55245	TRIHEDRAL ENGINEERING LIMITED	5,314.00

Payroll Checks

Check Date	Check Number	Name	Amount
01/10/2019	EFT692	OPERS	18,522.33
01/25/2019	55247	AFLAC	151.28
01/25/2019	55249	THE STANDARD	276.62
01/25/2019	EFT700	OPERS	20,296.71
01/25/2019	EFT701	RITA	1,769.98

Total - 21 Outstanding Checks:	86,480.67
Adjusted Bank Balance	21,574,433.09
Unreconciled Difference:	0.00

REVIEWED BY: _____

DATE: _____

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Revenues							
100-000-4100-00	MUNICIPAL INCOME TAX	6,900,000.00	6,900,000.00	576,890.48	576,890.48	0.00	6,323,109.52
100-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	440,000.00	440,000.00	0.00	0.00	0.00	440,000.00
100-000-4220-00	HOTEL/MOTEL TAX	70,000.00	70,000.00	6,965.50	6,965.50	0.00	63,034.50
100-000-4301-00	LOCAL GOVERNMENT - COUNTY	75,000.00	75,000.00	6,244.38	6,244.38	0.00	68,755.62
100-000-4310-00	HOMESTEAD/ROLLBACK	49,000.00	49,000.00	0.00	0.00	0.00	49,000.00
100-000-4320-00	LIQUOR PERMITS	16,000.00	16,000.00	136.50	136.50	0.00	15,863.50
100-000-4321-00	CIGARETTE TAX	350.00	350.00	0.00	0.00	0.00	350.00
100-000-4400-00	WEED CUTTING/MOWING ASSESSMENTS	500.00	500.00	0.00	0.00	0.00	500.00
100-000-4401-00	STREET ASSESSMENTS	27,000.00	27,000.00	0.00	0.00	0.00	27,000.00
100-000-4402-00	SIDEWALK ASSESSMENTS	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00
100-000-4410-00	DILEY RD ASSESSMENTS	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00
100-000-4500-00	SWIMMING POOL ADMISSION	98,000.00	98,000.00	0.00	0.00	0.00	98,000.00
100-000-4501-00	SWIMMING POOL CONCESSION	24,000.00	24,000.00	(866.90)	(866.90)	0.00	24,866.90
100-000-4502-00	SWIMMING POOL RENTAL FEES	7,250.00	7,250.00	0.00	0.00	0.00	7,250.00
100-000-4510-00	BUILDING RENTAL FEES	12,000.00	12,000.00	1,560.00	1,560.00	0.00	10,440.00
100-000-4512-00	PARK RENTAL FEES	500.00	500.00	320.00	320.00	0.00	180.00
100-000-4520-00	LOCAL COPIES	1,000.00	1,000.00	379.00	379.00	0.00	621.00
100-000-4600-00	WASTE MANAGEMENT FRANCHISE FEES	25,000.00	25,000.00	6,250.00	6,250.00	0.00	18,750.00
100-000-4601-00	CABLE TV FRANCHISE FEES	125,000.00	125,000.00	7,984.97	7,984.97	0.00	117,015.03
100-000-4610-00	PEDDLERS AND SOLICITORS PERMITS	500.00	500.00	0.00	0.00	0.00	500.00
100-000-4620-00	BUILDING PERMITS	125,000.00	125,000.00	26,545.00	26,545.00	0.00	98,455.00
100-000-4621-00	ZONING PERMITS	25,000.00	25,000.00	3,554.00	3,554.00	0.00	21,446.00
100-000-4622-00	INSPECTION FEES	180,000.00	180,000.00	3,308.00	3,308.00	0.00	176,692.00
100-000-4623-00	SIDEWALK INSPECTION FEES	6,000.00	6,000.00	1,440.00	1,440.00	0.00	4,560.00
100-000-4624-00	PLAN REVIEW FEES	27,000.00	27,000.00	1,315.00	1,315.00	0.00	25,685.00
100-000-4625-00	ENGINEERING REVIEW FEES	32,000.00	32,000.00	4,300.00	4,300.00	0.00	27,700.00
100-000-4626-00	ROW APPLICATION FEES	8,000.00	8,000.00	2,680.00	2,680.00	0.00	5,320.00
100-000-4627-00	ADMINISTRATIVE FEES	22,000.00	22,000.00	7,251.80	7,251.80	0.00	14,748.20
100-000-4630-00	PARK LAND FEES	60,000.00	60,000.00	16,000.00	16,000.00	0.00	44,000.00
100-000-4631-00	STREET TREE FEES	40,000.00	40,000.00	4,905.00	4,905.00	0.00	35,095.00
100-000-4680-00	GOLF CART REGISTRATION FEES	100.00	100.00	0.00	0.00	0.00	100.00
100-000-4690-00	COURT FINES	95,000.00	95,000.00	4,877.00	4,877.00	0.00	90,123.00
100-000-4700-00	INTEREST	80,000.00	80,000.00	14,225.82	14,225.82	0.00	65,774.18
100-000-4800-00	SALE OF ASSETS	500.00	500.00	0.00	0.00	0.00	500.00
100-000-4810-00	MISCELLANEOUS	12,000.00	12,000.00	2,552.98	2,552.98	0.00	9,447.02
100-000-4850-00	INSURANCE CLAIMS	30,000.00	30,000.00	585.60	585.60	0.00	29,414.40
100-000-4910-00	ADVANCE IN	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00
100-000-4999-00	TEMPORARY HOLDING ACCOUNT	0.00	0.00	5,000.00	5,000.00	0.00	(5,000.00)
TOTAL REVENUES		8,777,700.00	8,777,700.00	704,404.13	704,404.13	0.00	8,073,295.87
Expenditures							
100-100-5347-00	PAYMENT TO POLITICAL SUBDIVISION	1,181,000.00	1,287,824.26	93,828.35	93,828.35	1,187,995.91	6,000.00
100-100-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,100.00	100.00	100.00	350.00	650.00
100-100-5500-00	CAPITAL OUTLAY	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00
100-200-5347-00	PAYMENT TO POLITICAL SUBDIVISION	83,500.00	83,500.00	0.00	0.00	8,530.60	74,969.40
100-201-5342-00	HUMAN SERVICES CONTRACT	63,100.00	63,100.00	0.00	0.00	63,100.00	0.00
100-202-5341-00	CEMETERY/INDIGENT BURIAL	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-300-5100-00	REGULAR SALARIES	45,000.00	45,000.00	3,387.20	3,387.20	0.00	41,612.80
100-300-5110-00	OVERTIME SALARIES	800.00	800.00	0.00	0.00	0.00	800.00
100-300-5200-00	PERS	6,300.00	6,300.00	474.20	474.20	0.00	5,825.80
100-300-5210-00	MEDICARE	650.00	650.00	45.49	45.49	0.00	604.51
100-300-5220-00	WORKERS' COMPENSATION	800.00	800.00	(140.23)	(140.23)	0.00	940.23
100-300-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,584.76	2,584.76	23,678.09	737.15
100-300-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-300-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	0.00	100.00
100-300-5325-00	TRAINING/EDUCATION	250.00	250.00	0.00	0.00	0.00	250.00
100-300-5340-00	OTHER CONTRACT SERVICES	13,000.00	14,542.97	1,377.97	1,377.97	189.50	12,975.50
100-300-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,100.00	0.00	0.00	650.00	450.00
100-300-5410-00	OPERATION AND MAINTENANCE	4,000.00	4,000.00	0.00	0.00	550.00	3,450.00
100-300-5500-00	CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-301-5100-00	REGULAR SALARIES	126,000.00	126,000.00	9,403.20	9,403.20	0.00	116,596.80
100-301-5110-00	OVERTIME SALARIES	15,600.00	15,600.00	1,000.32	1,000.32	0.00	14,599.68
100-301-5200-00	PERS	20,000.00	20,000.00	1,456.49	1,456.49	0.00	18,543.51
100-301-5210-00	MEDICARE	2,100.00	2,100.00	167.72	167.72	0.00	1,932.28
100-301-5220-00	WORKERS' COMPENSATION	2,500.00	2,500.00	26.85	26.85	0.00	2,473.15
100-301-5230-00	INSURANCE PREMIUMS	66,000.00	66,000.00	5,321.29	5,321.29	47,500.19	13,178.52
100-301-5250-00	UNIFORMS/LICENSES	1,800.00	1,845.00	1,200.00	1,200.00	220.00	425.00
100-301-5325-00	TRAINING/EDUCATION	400.00	400.00	0.00	0.00	0.00	400.00
100-301-5340-00	OTHER CONTRACT SERVICES	5,000.00	5,050.00	0.00	0.00	550.00	4,500.00
100-301-5349-00	MISCELLANEOUS CONTRACT SERVICES	20,000.00	28,170.00	0.00	0.00	8,670.00	19,500.00
100-301-5410-00	OPERATION AND MAINTENANCE	18,000.00	18,763.54	275.54	275.54	4,788.00	13,700.00
100-301-5500-00	CAPITAL OUTLAY	155,000.00	178,510.55	4,874.64	4,874.64	18,635.91	155,000.00
100-302-5320-00	PROFESSIONAL SERVICES	140,000.00	140,000.00	0.00	0.00	130,225.00	9,775.00
100-302-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,000.00	0.00	0.00	75.00	2,925.00
100-302-5410-00	OPERATION AND MAINTENANCE	5,000.00	6,885.02	1,761.00	1,761.00	949.02	4,175.00
100-302-5410-03	CONCESSIONS OPERATION AND MAINTENANCE	15,000.00	15,000.00	0.00	0.00	13,700.00	1,300.00
100-302-5500-00	CAPITAL OUTLAY	18,000.00	31,000.00	0.00	0.00	13,000.00	18,000.00
100-400-5100-00	REGULAR SALARIES	215,000.00	215,000.00	15,900.77	15,900.77	0.00	199,099.23
100-400-5110-00	OVERTIME SALARIES	300.00	300.00	0.00	0.00	0.00	300.00
100-400-5200-00	PERS	29,500.00	29,500.00	2,198.12	2,198.12	0.00	27,301.88
100-400-5210-00	MEDICARE	3,200.00	3,200.00	228.82	228.82	0.00	2,971.18
100-400-5220-00	WORKERS' COMPENSATION	3,800.00	3,800.00	67.82	67.82	0.00	3,732.18
100-400-5230-00	INSURANCE PREMIUMS	66,000.00	66,000.00	6,397.44	6,397.44	57,639.71	1,962.85
100-400-5240-00	TRAVEL/TRANSPORTATION	2,000.00	2,010.00	10.00	10.00	0.00	2,000.00
100-400-5250-00	UNIFORMS/LICENSES	300.00	315.00	0.00	0.00	15.00	300.00
100-400-5320-00	PROFESSIONAL SERVICES	175,000.00	224,204.77	6,769.70	6,769.70	105,836.57	111,598.50
100-400-5325-00	TRAINING/EDUCATION	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
100-400-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	16,000.00	16,050.00	9,325.25	9,325.25	5,000.00	1,724.75
100-400-5349-00	MISCELLANEOUS CONTRACT SERVICES	55,000.00	66,559.52	11,288.96	11,288.96	3,270.56	52,000.00
100-400-5352-00	GIS	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00
100-400-5400-00	OFFICE SUPPLIES AND MATERIALS	2,200.00	2,200.00	0.00	0.00	1,110.00	1,090.00
100-400-5500-00	CAPITAL OUTLAY	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
100-410-5100-00	REGULAR SALARIES	122,000.00	122,000.00	7,979.20	7,979.20	0.00	114,020.80
100-410-5110-00	OVERTIME SALARIES	3,400.00	3,400.00	315.96	315.96	0.00	3,084.04
100-410-5200-00	PERS	17,000.00	17,000.00	1,133.31	1,133.31	0.00	15,866.69
100-410-5210-00	MEDICARE	1,800.00	1,800.00	128.98	128.98	0.00	1,671.02
100-410-5220-00	WORKERS' COMPENSATION	2,250.00	2,250.00	447.57	447.57	0.00	1,802.43
100-410-5230-00	INSURANCE PREMIUMS	39,100.00	39,100.00	1,915.83	1,915.83	34,308.05	2,876.12
100-410-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	0.00	500.00
100-410-5250-00	UNIFORMS/LICENSES	1,300.00	1,315.00	600.00	600.00	15.00	700.00
100-410-5325-00	TRAINING/EDUCATION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-410-5340-00	OTHER CONTRACT SERVICES	17,500.00	17,500.00	0.00	0.00	6,000.00	11,500.00
100-410-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	15.00	485.00
100-410-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,280.07	735.53	735.53	2,235.54	2,309.00
100-410-5410-02	FLOWERS/MULCH/STAB OPERATION AND MAINTEN	15,000.00	15,126.80	437.05	437.05	2,639.75	12,050.00
100-410-5500-00	CAPITAL OUTLAY	41,000.00	41,000.00	0.00	0.00	0.00	41,000.00
100-500-5100-00	REGULAR SALARIES	135,000.00	135,000.00	8,758.88	8,758.88	0.00	126,241.12
100-500-5110-00	OVERTIME SALARIES	1,100.00	1,100.00	0.00	0.00	0.00	1,100.00
100-500-5200-00	PERS	18,100.00	18,100.00	1,147.37	1,147.37	0.00	16,952.63
100-500-5210-00	MEDICARE	2,000.00	2,000.00	123.18	123.18	0.00	1,876.82

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-500-5220-00	WORKERS' COMPENSATION	2,400.00	2,400.00	464.52	464.52	0.00	1,935.48
100-500-5230-00	INSURANCE PREMIUMS	34,250.00	34,250.00	2,584.76	2,584.76	23,822.09	7,843.15
100-500-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00
100-500-5250-00	UNIFORMS/LICENSES	200.00	215.00	0.00	0.00	15.00	200.00
100-500-5320-00	PROFESSIONAL SERVICES	65,000.00	65,000.00	0.00	0.00	60,000.00	5,000.00
100-500-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
100-500-5330-00	INSURANCE/BONDING	48,000.00	48,000.00	0.00	0.00	43,250.00	4,750.00
100-500-5340-00	OTHER CONTRACT SERVICES	1,000.00	1,000.00	0.00	0.00	700.00	300.00
100-500-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	7,000.00	7,000.00	5,487.82	5,487.82	100.00	1,412.18
100-500-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,065.00	0.00	0.00	316.67	748.33
100-500-5410-00	OPERATION AND MAINTENANCE	3,000.00	3,090.00	67.56	67.56	1,097.44	1,925.00
100-500-5500-00	CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-501-5100-00	REGULAR SALARIES	47,250.00	47,250.00	3,927.65	3,927.65	0.00	43,322.35
100-501-5200-00	PERS	11,500.00	11,500.00	711.49	711.49	0.00	10,788.51
100-501-5210-00	MEDICARE	700.00	700.00	56.68	56.68	0.00	643.32
100-501-5220-00	WORKERS' COMPENSATION	850.00	850.00	(8.29)	(8.29)	0.00	858.29
100-501-5230-00	INSURANCE PREMIUMS	71,000.00	71,000.00	5,338.59	5,338.59	48,540.11	17,121.30
100-501-5250-00	UNIFORMS/LICENSES	700.00	700.00	0.00	0.00	0.00	700.00
100-501-5320-00	PROFESSIONAL SERVICES	11,700.00	11,700.00	390.00	390.00	11,300.00	10.00
100-501-5325-00	TRAINING/EDUCATION	1,500.00	1,575.00	75.00	75.00	0.00	1,500.00
100-501-5344-00	DESTINATION: CANAL WINCHESTER	22,000.00	22,000.00	0.00	0.00	22,000.00	0.00
100-501-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	55.00	445.00
100-501-5400-00	OFFICE SUPPLIES AND MATERIALS	250.00	350.00	0.00	0.00	218.00	132.00
100-501-5500-00	CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
100-510-5100-00	REGULAR SALARIES	47,000.00	47,000.00	3,587.20	3,587.20	0.00	43,412.80
100-510-5110-00	OVERTIME SALARIES	2,600.00	2,600.00	201.78	201.78	0.00	2,398.22
100-510-5200-00	PERS	7,000.00	7,000.00	530.45	530.45	0.00	6,469.55
100-510-5210-00	MEDICARE	725.00	725.00	53.66	53.66	0.00	671.34
100-510-5220-00	WORKERS' COMPENSATION	900.00	900.00	35.82	35.82	0.00	864.18
100-510-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,584.76	2,584.76	23,778.09	637.15
100-510-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	0.00	500.00
100-510-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	0.00	100.00
100-510-5320-00	PROFESSIONAL SERVICES	13,900.00	16,576.90	1,063.20	1,063.20	14,763.70	750.00
100-510-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	0.00	400.00	100.00
100-510-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	800.00	800.00	100.00	100.00	650.00	50.00
100-510-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,671.17	89.16	89.16	1,532.01	2,050.00
100-510-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-520-5100-00	REGULAR SALARIES	152,000.00	152,000.00	11,440.00	11,440.00	0.00	140,560.00
100-520-5200-00	PERS	21,000.00	21,000.00	1,573.53	1,573.53	0.00	19,426.47
100-520-5210-00	MEDICARE	2,200.00	2,200.00	160.23	160.23	0.00	2,039.77
100-520-5220-00	WORKERS' COMPENSATION	2,700.00	2,700.00	92.76	92.76	0.00	2,607.24
100-520-5230-00	INSURANCE PREMIUMS	54,000.00	54,000.00	5,169.52	5,169.52	47,556.16	1,274.32
100-520-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	0.00	500.00
100-520-5250-00	UNIFORMS/LICENSES	200.00	230.00	0.00	0.00	30.00	200.00
100-520-5320-00	PROFESSIONAL SERVICES	22,000.00	22,000.00	0.00	0.00	7,700.00	14,300.00
100-520-5325-00	TRAINING/EDUCATION	2,000.00	2,025.00	25.00	25.00	1,275.00	725.00
100-520-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	775.00	775.00	0.00	0.00	535.00	240.00
100-520-5349-00	MISCELLANEOUS CONTRACT SERVICES	39,775.00	42,879.18	847.19	847.19	15,656.99	26,375.00
100-520-5400-00	OFFICE SUPPLIES AND MATERIALS	1,500.00	1,697.00	283.61	283.61	710.75	702.64
100-520-5500-00	CAPITAL OUTLAY	1,400.00	1,400.00	0.00	0.00	0.00	1,400.00
100-521-5100-00	REGULAR SALARIES	48,000.00	48,000.00	3,639.06	3,639.06	0.00	44,360.94
100-521-5200-00	PERS	6,750.00	6,750.00	509.46	509.46	0.00	6,240.54
100-521-5210-00	MEDICARE	700.00	700.00	52.77	52.77	0.00	647.23
100-521-5220-00	WORKERS' COMPENSATION	850.00	850.00	36.84	36.84	0.00	813.16
100-521-5230-00	INSURANCE PREMIUMS	8,000.00	8,000.00	0.00	0.00	244.00	7,756.00
100-521-5240-00	TRAVEL/TRANSPORTATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-521-5250-00	UNIFORMS/LICENSES	100.00	100.00	0.00	0.00	0.00	100.00
100-521-5320-00	PROFESSIONAL SERVICES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-521-5325-00	TRAINING/EDUCATION	1,500.00	1,849.00	349.00	349.00	50.00	1,450.00
100-521-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	1,000.00	1,000.00	0.00	0.00	50.00	950.00
100-521-5349-00	MISCELLANEOUS CONTRACT SERVICES	5,000.00	5,000.00	354.00	354.00	2,846.00	1,800.00
100-521-5400-00	OFFICE SUPPLIES AND MATERIALS	300.00	300.00	0.00	0.00	200.00	100.00
100-521-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-530-5100-00	REGULAR SALARIES	52,000.00	52,000.00	3,830.40	3,830.40	0.00	48,169.60
100-530-5110-00	OVERTIME SALARIES	3,600.00	3,600.00	1,041.39	1,041.39	0.00	2,558.61
100-530-5200-00	PERS	7,500.00	7,500.00	682.05	682.05	0.00	6,817.95
100-530-5210-00	MEDICARE	800.00	800.00	75.16	75.16	0.00	724.84
100-530-5220-00	WORKERS' COMPENSATION	1,000.00	1,000.00	39.77	39.77	0.00	960.23
100-530-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,584.76	2,584.76	23,678.09	737.15
100-530-5250-00	UNIFORMS/LICENSES	600.00	617.50	400.00	400.00	17.50	200.00
100-530-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00
100-530-5340-00	OTHER CONTRACT SERVICES	7,500.00	8,402.72	790.56	790.56	667.16	6,945.00
100-530-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	335.00	165.00
100-530-5349-00	MISCELLANEOUS CONTRACT SERVICES	7,500.00	9,345.00	1,460.00	1,460.00	385.00	7,500.00
100-530-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	0.00	0.00	550.00	450.00
100-530-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,265.24	163.05	163.05	2,452.19	2,650.00
100-530-5500-00	CAPITAL OUTLAY	25,000.00	34,599.00	0.00	0.00	9,599.00	25,000.00
100-531-5411-00	FUEL	15,000.00	17,404.28	2,404.28	2,404.28	15,000.00	0.00
100-531-5420-00	FLEET OPERATION AND MAINTENANCE	15,000.00	15,223.59	137.01	137.01	3,738.53	11,348.05
100-531-5500-00	CAPITAL OUTLAY	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
100-540-5100-00	REGULAR SALARIES	89,000.00	89,000.00	6,804.80	6,804.80	0.00	82,195.20
100-540-5110-00	OVERTIME SALARIES	6,400.00	6,400.00	434.45	434.45	0.00	5,965.55
100-540-5200-00	PERS	13,500.00	13,500.00	1,013.50	1,013.50	0.00	12,486.50
100-540-5210-00	MEDICARE	1,400.00	1,400.00	118.09	118.09	0.00	1,281.91
100-540-5220-00	WORKERS' COMPENSATION	1,700.00	1,700.00	(234.57)	(234.57)	0.00	1,934.57
100-540-5230-00	INSURANCE PREMIUMS	54,000.00	54,000.00	2,939.84	2,939.84	23,822.09	27,238.07
100-540-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	0.00	500.00
100-540-5250-00	UNIFORMS/LICENSES	1,200.00	1,215.00	800.00	800.00	15.00	400.00
100-540-5300-00	UTILITIES	280,000.00	328,051.18	27,664.06	27,664.06	287,946.48	12,440.64
100-540-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00
100-540-5340-00	OTHER CONTRACT SERVICES	35,000.00	36,735.00	4,884.16	4,884.16	3,520.00	28,330.84
100-540-5349-00	MISCELLANEOUS CONTRACT SERVICES	37,000.00	42,125.00	0.00	0.00	27,370.00	14,755.00
100-540-5400-00	OFFICE SUPPLIES AND MATERIALS	44,000.00	45,045.79	344.34	344.34	31,851.45	12,850.00
100-540-5410-00	OPERATION AND MAINTENANCE	32,000.00	34,943.21	1,549.03	1,549.03	6,555.06	26,839.12
100-540-5431-00	FLAGS/BANNERS/SIGNS	10,000.00	11,890.00	0.00	0.00	1,890.00	10,000.00
100-540-5500-00	CAPITAL OUTLAY	60,000.00	91,230.00	11,965.02	11,965.02	26,064.98	53,200.00
100-540-5510-00	TECHNOLOGY CAPITAL OUTLAY	40,000.00	40,430.00	538.05	538.05	12,187.16	27,704.79
100-550-5100-00	REGULAR SALARIES	45,000.00	45,000.00	3,387.21	3,387.21	0.00	41,612.79
100-550-5110-00	OVERTIME SALARIES	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00
100-550-5200-00	PERS	6,500.00	6,500.00	474.21	474.21	0.00	6,025.79
100-550-5210-00	MEDICARE	675.00	675.00	46.21	46.21	0.00	628.79
100-550-5220-00	WORKERS' COMPENSATION	800.00	800.00	8.11	8.11	0.00	791.89
100-550-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,584.76	2,584.76	23,778.09	637.15
100-550-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	0.00	500.00
100-550-5250-00	UNIFORMS/LICENSES	100.00	115.00	0.00	0.00	15.00	100.00
100-550-5325-00	TRAINING/EDUCATION	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-550-5327-00	COMMUNITY NEWSLETTER	3,500.00	4,962.38	0.00	0.00	4,662.38	300.00
100-550-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	750.00	1,150.00	400.00	400.00	0.00	750.00
100-550-5400-00	OFFICE SUPPLIES AND MATERIALS	1,200.00	1,200.00	0.00	0.00	600.00	600.00
100-550-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-551-5349-00	MISCELLANEOUS CONTRACT SERVICES	20,000.00	20,961.05	1,391.74	1,391.74	4,419.31	15,150.00
100-551-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-551-5500-00	CAPITAL OUTLAY	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00
100-560-5100-00	REGULAR SALARIES	94,000.00	94,000.00	6,905.60	6,905.60	0.00	87,094.40
100-560-5200-00	PERS	12,250.00	12,250.00	938.78	938.78	0.00	11,311.22
100-560-5210-00	MEDICARE	1,350.00	1,350.00	99.41	99.41	0.00	1,250.59
100-560-5220-00	WORKERS' COMPENSATION	1,700.00	1,700.00	37.89	37.89	0.00	1,662.11
100-560-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,584.76	2,584.76	23,678.09	737.15
100-560-5240-00	TRAVEL/TRANSPORTATION	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-560-5250-00	UNIFORMS/LICENSES	300.00	300.00	200.00	200.00	0.00	100.00
100-560-5320-00	PROFESSIONAL SERVICES	15,000.00	18,965.00	1,190.00	1,190.00	7,775.00	10,000.00
100-560-5325-00	TRAINING/EDUCATION	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00
100-560-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	2,500.00	2,732.72	65.12	65.12	2,267.60	400.00
100-560-5400-00	OFFICE SUPPLIES AND MATERIALS	1,500.00	1,646.46	167.97	167.97	446.49	1,032.00
100-560-5410-00	OPERATION AND MAINTENANCE	2,500.00	3,322.50	0.00	0.00	1,972.50	1,350.00
100-560-5500-00	CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-570-5310-00	COMMUNICATIONS/PRINTING/ADVERTISING	25,000.00	28,717.32	1,258.53	1,258.53	22,145.11	5,313.68
100-570-5320-00	PROFESSIONAL SERVICES	225,000.00	271,753.14	15,279.71	15,279.71	231,453.43	25,020.00
100-570-5322-00	INCOME TAX COLLECTION FEES	190,000.00	190,000.00	13,642.95	13,642.95	0.00	176,357.05
100-570-5323-00	COUNTY AUDITOR/TREASURER FEES	16,000.00	16,000.00	0.00	0.00	0.00	16,000.00
100-570-5324-00	ELECTION EXPENSES	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
100-570-5343-00	CANAL WINCHESTER HISTORICAL SOCIETY	8,000.00	12,000.00	0.00	0.00	12,000.00	0.00
100-570-5343-01	NATIONAL BARBER MUSEUM	3,600.00	3,600.00	0.00	0.00	0.00	3,600.00
100-570-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	42,000.00	42,000.00	0.00	0.00	15,705.00	26,295.00
100-570-5347-00	PAYMENT TO POLITICAL SUBDIVISION	625,000.00	696,810.65	65,077.24	65,077.24	531,993.47	99,739.94
100-570-5601-00	LEASE PRINCIPAL	111,500.00	111,500.00	0.00	0.00	99,305.28	12,194.72
100-570-5611-00	LEASE INTEREST	21,000.00	21,000.00	0.00	0.00	20,219.16	780.84
100-570-5700-00	TRANSFER OUT	1,059,250.00	1,059,250.00	0.00	0.00	0.00	1,059,250.00
100-600-5100-00	REGULAR SALARIES	127,000.00	127,000.00	9,951.18	9,951.18	0.00	117,048.82
100-600-5110-00	OVERTIME SALARIES	200.00	200.00	0.00	0.00	0.00	200.00
100-600-5200-00	PERS	17,500.00	17,500.00	1,312.31	1,312.31	0.00	16,187.69
100-600-5210-00	MEDICARE	1,850.00	1,850.00	142.14	142.14	0.00	1,707.86
100-600-5220-00	WORKERS' COMPENSATION	2,250.00	2,250.00	79.93	79.93	0.00	2,170.07
100-600-5230-00	INSURANCE PREMIUMS	30,100.00	30,100.00	2,584.76	2,584.76	23,750.09	3,765.15
100-600-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00
100-600-5250-00	UNIFORMS/LICENSES	600.00	615.00	0.00	0.00	15.00	600.00
100-600-5320-00	PROFESSIONAL SERVICES	100,000.00	189,574.90	640.50	640.50	143,234.40	45,700.00
100-600-5320-01	CONSTRUCTION PROFESSIONAL SERVICES	275,000.00	396,123.17	26,885.25	26,885.25	157,653.92	211,584.00
100-600-5325-00	TRAINING/EDUCATION	1,000.00	1,000.00	0.00	0.00	185.00	815.00
100-600-5349-00	MISCELLANEOUS CONTRACT SERVICES	1,000.00	1,000.00	0.00	0.00	300.00	700.00
100-600-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	0.00	0.00	700.00	300.00
100-600-5500-00	CAPITAL OUTLAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
100-600-5501-00	CONSTRUCTION CAPITAL OUTLAY	760,000.00	867,538.41	107,538.41	107,538.41	0.00	760,000.00
100-603-5340-00	OTHER CONTRACT SERVICES	20,000.00	22,215.00	503.36	503.36	5,411.64	16,300.00
100-603-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,000.00	129.77	129.77	720.23	4,150.00
100-603-5500-00	CAPITAL OUTLAY	35,000.00	41,908.12	0.00	0.00	6,908.12	35,000.00
TOTAL EXPENDITURES		8,777,700.00	9,571,734.08	592,866.32	592,866.32	3,889,793.41	5,089,074.35
TOTAL REVENUES		8,777,700.00	8,777,700.00	704,404.13	704,404.13	0.00	8,073,295.87
TOTAL EXPENDITURES		8,777,700.00	9,571,734.08	592,866.32	592,866.32	3,889,793.41	5,089,074.35
NET OF REVENUES & EXPENDITURES		0.00	(794,034.08)	111,537.81	111,537.81	(3,889,793.41)	2,984,221.52
BEG. FUND BALANCE		8,816,605.62	8,816,605.62		8,816,605.62		
END FUND BALANCE		8,816,605.62	8,022,571.54		8,928,143.43		

Fund 200 - STREET MAINTENANCE

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 200 - STREET MAINTENANCE							
Revenues							
200-000-4322-00	AUTO LICENSE TAX	65,000.00	65,000.00	4,744.50	4,744.50	0.00	60,255.50
200-000-4323-00	GASOLINE TAX	275,000.00	275,000.00	22,665.33	22,665.33	0.00	252,334.67
200-000-4700-00	INTEREST	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
200-000-4810-00	MISCELLANEOUS	2,000.00	2,000.00	23.98	23.98	0.00	1,976.02
TOTAL REVENUES		344,500.00	344,500.00	27,433.81	27,433.81	0.00	317,066.19
Expenditures							
200-601-5100-00	REGULAR SALARIES	150,000.00	150,000.00	9,042.89	9,042.89	0.00	140,957.11
200-601-5110-00	OVERTIME SALARIES	4,400.00	4,400.00	344.76	344.76	0.00	4,055.24
200-601-5200-00	PERS	21,000.00	21,000.00	1,286.28	1,286.28	0.00	19,713.72
200-601-5210-00	MEDICARE	2,300.00	2,300.00	141.34	141.34	0.00	2,158.66
200-601-5220-00	WORKERS' COMPENSATION	2,700.00	2,700.00	155.73	155.73	0.00	2,544.27
200-601-5230-00	INSURANCE PREMIUMS	54,100.00	54,100.00	5,169.52	5,169.52	47,356.18	1,574.30
200-601-5250-00	UNIFORMS/LICENSES	1,050.00	1,065.00	600.00	600.00	15.00	450.00
200-601-5325-00	TRAINING/EDUCATION	500.00	500.00	0.00	0.00	0.00	500.00
200-601-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	0.00	750.00	0.00
200-601-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,000.00	0.00	0.00	1,600.00	1,400.00
200-601-5500-00	CAPITAL OUTLAY	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
200-602-5410-00	OPERATION AND MAINTENANCE	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00
200-602-5411-00	FUEL	12,000.00	15,669.93	3,669.93	3,669.93	12,000.00	0.00
200-602-5420-00	FLEET OPERATION AND MAINTENANCE	12,000.00	12,253.84	121.52	121.52	4,567.32	7,565.00
200-602-5500-00	CAPITAL OUTLAY	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00
200-602-5600-00	DEBT PRINCIPAL	57,500.00	57,500.00	57,500.00	57,500.00	0.00	0.00
200-602-5601-00	LEASE PRINCIPAL	20,500.00	20,500.00	0.00	0.00	19,784.28	715.72
200-602-5610-00	DEBT INTEREST	18,250.00	18,250.00	18,245.05	18,245.05	0.00	4.95
200-602-5611-00	LEASE INTEREST	750.00	750.00	0.00	0.00	750.00	0.00
200-603-5352-00	GIS	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00
200-603-5410-00	OPERATION AND MAINTENANCE	30,000.00	34,762.90	757.89	757.89	10,662.32	23,342.69
200-603-5500-00	CAPITAL OUTLAY	15,000.00	19,012.00	3,077.11	3,077.11	934.89	15,000.00
200-604-5410-00	OPERATION AND MAINTENANCE	35,000.00	36,378.02	934.03	934.03	35,440.79	3.20
TOTAL EXPENDITURES		464,300.00	478,391.69	101,046.05	101,046.05	133,860.78	243,484.86
TOTAL REVENUES		344,500.00	344,500.00	27,433.81	27,433.81	0.00	317,066.19
TOTAL EXPENDITURES		464,300.00	478,391.69	101,046.05	101,046.05	133,860.78	243,484.86
NET OF REVENUES & EXPENDITURES		(119,800.00)	(133,891.69)	(73,612.24)	(73,612.24)	(133,860.78)	73,581.33
BEG. FUND BALANCE		562,816.60	562,816.60		562,816.60		
END FUND BALANCE		443,016.60	428,924.91		489,204.36		
Fund 201 - STATE HIGHWAY							
Revenues							
201-000-4322-00	AUTO LICENSE TAX	5,200.00	5,200.00	384.69	384.69	0.00	4,815.31
201-000-4323-00	GASOLINE TAX	22,300.00	22,300.00	1,837.73	1,837.73	0.00	20,462.27
201-000-4700-00	INTEREST	500.00	500.00	0.00	0.00	0.00	500.00
TOTAL REVENUES		28,000.00	28,000.00	2,222.42	2,222.42	0.00	25,777.58
Expenditures							
201-603-5340-00	OTHER CONTRACT SERVICES	4,000.00	4,000.00	0.00	0.00	1,000.00	3,000.00
201-603-5410-00	OPERATION AND MAINTENANCE	13,850.00	14,850.00	328.36	328.36	2,662.64	11,859.00

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 201 - STATE HIGHWAY							
Expenditures							
201-603-5500-00	CAPITAL OUTLAY	5,000.00	10,000.00	3,834.89	3,834.89	1,165.11	5,000.00
201-603-5601-00	LEASE PRINCIPAL	4,950.00	4,950.00	0.00	0.00	2,654.59	2,295.41
201-603-5611-00	LEASE INTEREST	200.00	200.00	0.00	0.00	51.86	148.14
TOTAL EXPENDITURES		28,000.00	34,000.00	4,163.25	4,163.25	7,534.20	22,302.55
TOTAL REVENUES		28,000.00	28,000.00	2,222.42	2,222.42	0.00	25,777.58
TOTAL EXPENDITURES		28,000.00	34,000.00	4,163.25	4,163.25	7,534.20	22,302.55
NET OF REVENUES & EXPENDITURES		0.00	(6,000.00)	(1,940.83)	(1,940.83)	(7,534.20)	3,475.03
BEG. FUND BALANCE		81,708.68	81,708.68		81,708.68		
END FUND BALANCE		81,708.68	75,708.68		79,767.85		
Fund 202 - COURT TECH FUND A							
Revenues							
202-000-4691-00	COMPUTER FEE	2,400.00	2,400.00	103.00	103.00	0.00	2,297.00
TOTAL REVENUES		2,400.00	2,400.00	103.00	103.00	0.00	2,297.00
Expenditures							
202-510-5340-00	OTHER CONTRACT SERVICES	1,200.00	1,200.00	892.50	892.50	135.00	172.50
202-510-5400-00	OFFICE SUPPLIES AND MATERIALS	600.00	600.00	0.00	0.00	300.00	300.00
202-510-5410-00	OPERATION AND MAINTENANCE	500.00	500.00	0.00	0.00	0.00	500.00
202-510-5500-00	CAPITAL OUTLAY	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL EXPENDITURES		3,800.00	3,800.00	892.50	892.50	435.00	2,472.50
TOTAL REVENUES		2,400.00	2,400.00	103.00	103.00	0.00	2,297.00
TOTAL EXPENDITURES		3,800.00	3,800.00	892.50	892.50	435.00	2,472.50
NET OF REVENUES & EXPENDITURES		(1,400.00)	(1,400.00)	(789.50)	(789.50)	(435.00)	(175.50)
BEG. FUND BALANCE		22,460.31	22,460.31		22,460.31		
END FUND BALANCE		21,060.31	21,060.31		21,670.81		
Fund 203 - COURT TECH FUND B							
Revenues							
203-000-4691-00	COMPUTER FEE	7,500.00	7,500.00	342.00	342.00	0.00	7,158.00
TOTAL REVENUES		7,500.00	7,500.00	342.00	342.00	0.00	7,158.00
Expenditures							
203-510-5340-00	OTHER CONTRACT SERVICES	1,400.00	1,400.00	892.50	892.50	135.00	372.50
203-510-5400-00	OFFICE SUPPLIES AND MATERIALS	600.00	600.00	0.00	0.00	300.00	300.00
203-510-5410-00	OPERATION AND MAINTENANCE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL EXPENDITURES		3,000.00	3,000.00	892.50	892.50	435.00	1,672.50
TOTAL REVENUES		7,500.00	7,500.00	342.00	342.00	0.00	7,158.00
TOTAL EXPENDITURES		3,000.00	3,000.00	892.50	892.50	435.00	1,672.50

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 203 - COURT TECH FUND B							
NET OF REVENUES & EXPENDITURES							
		4,500.00	4,500.00	(550.50)	(550.50)	(435.00)	5,485.50
	BEG. FUND BALANCE	15,442.66	15,442.66		15,442.66		
	END FUND BALANCE	19,942.66	19,942.66		14,892.16		
Fund 204 - PERMISSIVE TAX							
Revenues							
204-000-4324-00	PERMISSIVE AUTO LICENSE TAX	65,000.00	65,000.00	4,770.01	4,770.01	0.00	60,229.99
TOTAL REVENUES		65,000.00	65,000.00	4,770.01	4,770.01	0.00	60,229.99
Expenditures							
204-603-5340-00	OTHER CONTRACT SERVICES	8,000.00	9,000.00	328.36	328.36	1,671.64	7,000.00
204-603-5410-00	OPERATION AND MAINTENANCE	6,800.00	6,800.00	0.00	0.00	0.00	6,800.00
204-603-5601-00	LEASE PRINCIPAL	41,750.00	41,750.00	0.00	0.00	41,643.98	106.02
204-603-5611-00	LEASE INTEREST	3,100.00	3,100.00	0.00	0.00	3,068.79	31.21
TOTAL EXPENDITURES		59,650.00	60,650.00	328.36	328.36	46,384.41	13,937.23
TOTAL REVENUES		65,000.00	65,000.00	4,770.01	4,770.01	0.00	60,229.99
TOTAL EXPENDITURES		59,650.00	60,650.00	328.36	328.36	46,384.41	13,937.23
NET OF REVENUES & EXPENDITURES							
		5,350.00	4,350.00	4,441.65	4,441.65	(46,384.41)	46,292.76
	BEG. FUND BALANCE	129,125.25	129,125.25		129,125.25		
	END FUND BALANCE	134,475.25	133,475.25		133,566.90		
Fund 205 - BED TAX FUND							
Revenues							
205-000-4220-00	HOTEL/MOTEL TAX	70,000.00	70,000.00	6,965.51	6,965.51	0.00	63,034.49
TOTAL REVENUES		70,000.00	70,000.00	6,965.51	6,965.51	0.00	63,034.49
Expenditures							
205-501-5351-00	BED TAX GRANT	35,000.00	37,000.00	2,000.00	2,000.00	24,200.00	10,800.00
205-570-5344-00	DESTINATION: CANAL WINCHESTER	35,000.00	35,000.00	0.00	0.00	35,000.00	0.00
TOTAL EXPENDITURES		70,000.00	72,000.00	2,000.00	2,000.00	59,200.00	10,800.00
TOTAL REVENUES		70,000.00	70,000.00	6,965.51	6,965.51	0.00	63,034.49
TOTAL EXPENDITURES		70,000.00	72,000.00	2,000.00	2,000.00	59,200.00	10,800.00
NET OF REVENUES & EXPENDITURES							
		0.00	(2,000.00)	4,965.51	4,965.51	(59,200.00)	52,234.49
	BEG. FUND BALANCE	131,379.26	131,379.26		131,379.26		
	END FUND BALANCE	131,379.26	129,379.26		136,344.77		
Fund 207 - BWC GRANT							
Expenditures							
207-521-5320-00	PROFESSIONAL SERVICES	0.00	763.75	0.00	0.00	0.00	763.75
TOTAL EXPENDITURES		0.00	763.75	0.00	0.00	0.00	763.75

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 207 - BWC GRANT							
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	763.75	0.00	0.00	0.00	763.75
NET OF REVENUES & EXPENDITURES		0.00	(763.75)	0.00	0.00	0.00	(763.75)
BEG. FUND BALANCE		763.75	763.75		763.75		
END FUND BALANCE		763.75			763.75		
Fund 209 - DILEY ROAD PITIE FUND							
Revenues							
209-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL REVENUES		200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
Expenditures							
209-570-5323-00	COUNTY AUDITOR/TREASURER FEES	4,500.00	4,500.00	0.00	0.00	0.00	4,500.00
TOTAL EXPENDITURES		4,500.00	4,500.00	0.00	0.00	0.00	4,500.00
TOTAL REVENUES		200,000.00	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL EXPENDITURES		4,500.00	4,500.00	0.00	0.00	0.00	4,500.00
NET OF REVENUES & EXPENDITURES		195,500.00	195,500.00	0.00	0.00	0.00	195,500.00
BEG. FUND BALANCE		1,332,059.20	1,332,059.20		1,332,059.20		
END FUND BALANCE		1,527,559.20	1,527,559.20		1,332,059.20		
Fund 210 - GENDER ROAD TIF							
Revenues							
210-000-4200-00	GENERAL PROPERTY TAX - REAL ESTATE	250,000.00	250,000.00	0.00	0.00	0.00	250,000.00
TOTAL REVENUES		250,000.00	250,000.00	0.00	0.00	0.00	250,000.00
Expenditures							
210-570-5323-00	COUNTY AUDITOR/TREASURER FEES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00
210-570-5410-00	OPERATION AND MAINTENANCE	40,000.00	40,000.00	40,000.00	40,000.00	0.00	0.00
210-570-5800-00	ADVANCES OUT	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00
TOTAL EXPENDITURES		84,000.00	84,000.00	40,000.00	40,000.00	0.00	44,000.00
TOTAL REVENUES		250,000.00	250,000.00	0.00	0.00	0.00	250,000.00
TOTAL EXPENDITURES		84,000.00	84,000.00	40,000.00	40,000.00	0.00	44,000.00
NET OF REVENUES & EXPENDITURES		166,000.00	166,000.00	(40,000.00)	(40,000.00)	0.00	206,000.00
BEG. FUND BALANCE		189,590.91	189,590.91		189,590.91		
END FUND BALANCE		355,590.91	355,590.91		149,590.91		
Fund 211 - CEMETERY FUND							
Revenues							
211-000-4541-00	PERPETUAL CARE	2,500.00	2,500.00	380.00	380.00	0.00	2,120.00
TOTAL REVENUES		2,500.00	2,500.00	380.00	380.00	0.00	2,120.00

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 211 - CEMETERY FUND							
TOTAL REVENUES		2,500.00	2,500.00	380.00	380.00	0.00	2,120.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		2,500.00	2,500.00	380.00	380.00	0.00	2,120.00
BEG. FUND BALANCE		14,061.71	14,061.71		14,061.71		
END FUND BALANCE		16,561.71	16,561.71		14,441.71		
Fund 212 - MCGILL PARK FUND							
Revenues							
212-000-4820-00	DONATIONS/CONTRIBUTIONS	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL REVENUES		50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL REVENUES		50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
BEG. FUND BALANCE		105,000.00	105,000.00		105,000.00		
END FUND BALANCE		155,000.00	155,000.00		105,000.00		
Fund 300 - GENERAL OBLIGATION BONDS							
Revenues							
300-000-4900-00	TRANSFER IN	1,059,250.00	1,059,250.00	0.00	0.00	0.00	1,059,250.00
TOTAL REVENUES		1,059,250.00	1,059,250.00	0.00	0.00	0.00	1,059,250.00
Expenditures							
300-571-5600-00	DEBT PRINCIPAL	944,500.00	944,500.00	258,195.11	258,195.11	685,695.13	609.76
300-571-5610-00	DEBT INTEREST	114,750.00	114,750.00	54,881.39	54,881.39	59,017.00	851.61
TOTAL EXPENDITURES		1,059,250.00	1,059,250.00	313,076.50	313,076.50	744,712.13	1,461.37
TOTAL REVENUES		1,059,250.00	1,059,250.00	0.00	0.00	0.00	1,059,250.00
TOTAL EXPENDITURES		1,059,250.00	1,059,250.00	313,076.50	313,076.50	744,712.13	1,461.37
NET OF REVENUES & EXPENDITURES		0.00	0.00	(313,076.50)	(313,076.50)	(744,712.13)	1,057,788.63
BEG. FUND BALANCE		57,036.24	57,036.24		57,036.24		
END FUND BALANCE		57,036.24	57,036.24		(256,040.26)		
Fund 400 - CAPITAL IMPROVEMENTS							
Revenues							
400-700-4700-00	INTEREST	500.00	500.00	38.36	38.36	0.00	461.64
TOTAL REVENUES		500.00	500.00	38.36	38.36	0.00	461.64
Expenditures							
400-700-5500-00	CAPITAL OUTLAY	180,000.00	176,274.28	0.00	0.00	23,750.00	152,524.28
TOTAL EXPENDITURES		180,000.00	176,274.28	0.00	0.00	23,750.00	152,524.28
TOTAL REVENUES		500.00	500.00	38.36	38.36	0.00	461.64

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 400 - CAPITAL IMPROVEMENTS							
TOTAL EXPENDITURES		180,000.00	176,274.28	0.00	0.00	23,750.00	152,524.28
NET OF REVENUES & EXPENDITURES		(179,500.00)	(175,774.28)	38.36	38.36	(23,750.00)	(152,062.64)
BEG. FUND BALANCE		175,774.28	175,774.28		175,774.28		
END FUND BALANCE		(3,725.72)			175,812.64		
Fund 401 - ISSUE 2 / CDBG GRANTS							
Expenditures							
401-600-5501-00	CONSTRUCTION CAPITAL OUTLAY	0.00	1,307,504.59	(87,175.72)	(87,175.72)	1,307,504.59	87,175.72
TOTAL EXPENDITURES		0.00	1,307,504.59	(87,175.72)	(87,175.72)	1,307,504.59	87,175.72
TOTAL REVENUES		0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES		0.00	1,307,504.59	(87,175.72)	(87,175.72)	1,307,504.59	87,175.72
NET OF REVENUES & EXPENDITURES		0.00	(1,307,504.59)	87,175.72	87,175.72	(1,307,504.59)	(87,175.72)
BEG. FUND BALANCE		(170,204.76)	(170,204.76)		(170,204.76)		
END FUND BALANCE		(170,204.76)	(1,477,709.35)		(83,029.04)		
Fund 500 - WATER							
Revenues							
500-000-4420-00	WATER SPECIAL ASSESSMENT	250.00	250.00	0.00	0.00	0.00	250.00
500-000-4530-00	USER CHARGES	1,515,000.00	1,515,000.00	99,295.34	99,295.34	0.00	1,415,704.66
500-000-4532-00	BULK WATER CHARGES	3,000.00	3,000.00	30.00	30.00	0.00	2,970.00
500-000-4533-00	CELLULAR ANTENNA RENT	35,000.00	35,000.00	1,863.40	1,863.40	0.00	33,136.60
500-000-4670-00	WATER METER FEES	0.00	0.00	1,800.00	1,800.00	0.00	(1,800.00)
500-000-4810-00	MISCELLANEOUS	500.00	500.00	12.00	12.00	0.00	488.00
TOTAL REVENUES		1,553,750.00	1,553,750.00	103,000.74	103,000.74	0.00	1,450,749.26
Expenditures							
500-800-5100-00	REGULAR SALARIES	310,000.00	310,000.00	23,301.26	23,301.26	0.00	286,698.74
500-800-5110-00	OVERTIME SALARIES	12,700.00	12,700.00	1,202.52	1,202.52	0.00	11,497.48
500-800-5200-00	PERS	44,000.00	44,000.00	3,375.28	3,375.28	0.00	40,624.72
500-800-5210-00	MEDICARE	4,700.00	4,700.00	375.04	375.04	0.00	4,324.96
500-800-5220-00	WORKERS' COMPENSATION	5,600.00	5,600.00	107.69	107.69	0.00	5,492.31
500-800-5230-00	INSURANCE PREMIUMS	115,000.00	115,000.00	8,588.72	8,588.72	82,440.59	23,970.69
500-800-5240-00	TRAVEL/TRANSPORTATION	200.00	200.00	0.00	0.00	0.00	200.00
500-800-5250-00	UNIFORMS/LICENSES	2,375.00	2,397.50	1,400.00	1,400.00	22.50	975.00
500-800-5320-00	PROFESSIONAL SERVICES	10,000.00	12,147.40	848.87	848.87	11,298.53	0.00
500-800-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
500-800-5326-00	BILL PRINTING/MAILING SERVICES	4,000.00	4,337.39	87.86	87.86	4,249.53	0.00
500-800-5330-00	INSURANCE/BONDING	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00
500-800-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	10,000.00	10,000.00	2,657.00	2,657.00	3,200.00	4,143.00
500-800-5348-00	STATE OPERATING FEES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
500-800-5400-00	OFFICE SUPPLIES AND MATERIALS	8,000.00	8,055.00	0.00	0.00	5,005.00	3,050.00
500-800-5500-00	CAPITAL OUTLAY	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
500-800-5600-00	DEBT PRINCIPAL	184,500.00	184,500.00	91,513.63	91,513.63	92,771.94	214.43
500-800-5601-00	LEASE PRINCIPAL	3,350.00	3,350.00	0.00	0.00	3,290.69	59.31
500-800-5610-00	DEBT INTEREST	50,000.00	50,000.00	25,501.33	25,501.33	24,243.02	255.65
500-800-5611-00	LEASE INTEREST	75.00	75.00	0.00	0.00	62.23	12.77
500-801-5340-00	OTHER CONTRACT SERVICES	12,500.00	12,500.00	130.99	130.99	1,828.01	10,541.00
500-801-5410-00	OPERATION AND MAINTENANCE	30,000.00	31,648.93	743.81	743.81	4,051.99	26,853.13
500-801-5410-01	CHEMICALS	280,000.00	295,791.43	11,532.08	11,532.08	123,341.05	160,918.30
500-801-5500-00	CAPITAL OUTLAY	75,000.00	81,505.00	5,359.56	5,359.56	1,145.44	75,000.00

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 500 - WATER							
Expenditures							
500-802-5300-00	UTILITIES	95,000.00	103,156.53	7,517.26	7,517.26	89,539.27	6,100.00
500-802-5340-00	OTHER CONTRACT SERVICES	20,000.00	77,765.75	131.00	131.00	61,203.54	16,431.21
500-802-5347-00	PAYMENT TO POLITICAL SUBDIVISION	125,000.00	132,759.32	7,303.16	7,303.16	456.16	125,000.00
500-802-5352-00	GIS	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
500-802-5410-00	OPERATION AND MAINTENANCE	30,000.00	30,773.50	241.70	241.70	6,126.28	24,405.52
500-802-5411-00	FUEL	5,500.00	8,011.38	1,331.57	1,331.57	6,088.81	591.00
500-802-5420-00	FLEET OPERATION AND MAINTENANCE	2,000.00	2,135.00	75.00	75.00	570.00	1,490.00
500-802-5500-00	CAPITAL OUTLAY	110,000.00	135,750.00	0.00	0.00	26,118.00	109,632.00
TOTAL EXPENDITURES		1,588,500.00	1,717,859.13	193,325.33	193,325.33	561,052.58	963,481.22
TOTAL REVENUES		1,553,750.00	1,553,750.00	103,000.74	103,000.74	0.00	1,450,749.26
TOTAL EXPENDITURES		1,588,500.00	1,717,859.13	193,325.33	193,325.33	561,052.58	963,481.22
NET OF REVENUES & EXPENDITURES		(34,750.00)	(164,109.13)	(90,324.59)	(90,324.59)	(561,052.58)	487,268.04
BEG. FUND BALANCE		1,458,287.12	1,458,287.12		1,458,287.12		
END FUND BALANCE		1,423,537.12	1,294,177.99		1,367,962.53		
Fund 501 - WATER CONNECTIONS							
Revenues							
501-000-4531-00	CAPACITY FEES	200,000.00	200,000.00	32,512.00	32,512.00	0.00	167,488.00
TOTAL REVENUES		200,000.00	200,000.00	32,512.00	32,512.00	0.00	167,488.00
Expenditures							
501-800-5600-00	DEBT PRINCIPAL	72,750.00	72,750.00	36,117.19	36,117.19	36,413.89	218.92
501-800-5610-00	DEBT INTEREST	12,000.00	12,000.00	6,013.04	6,013.04	5,716.34	270.62
501-803-5320-00	PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00
501-803-5340-00	OTHER CONTRACT SERVICES	88,000.00	113,000.00	19,747.50	19,747.50	5,252.50	88,000.00
501-803-5500-00	CAPITAL OUTLAY	200,000.00	336,864.18	0.00	0.00	136,864.18	200,000.00
TOTAL EXPENDITURES		397,750.00	559,614.18	61,877.73	61,877.73	184,246.91	313,489.54
TOTAL REVENUES		200,000.00	200,000.00	32,512.00	32,512.00	0.00	167,488.00
TOTAL EXPENDITURES		397,750.00	559,614.18	61,877.73	61,877.73	184,246.91	313,489.54
NET OF REVENUES & EXPENDITURES		(197,750.00)	(359,614.18)	(29,365.73)	(29,365.73)	(184,246.91)	(146,001.54)
BEG. FUND BALANCE		1,814,406.57	1,814,406.57		1,814,406.57		
END FUND BALANCE		1,616,656.57	1,454,792.39		1,785,040.84		
Fund 510 - SEWER							
Revenues							
510-000-4430-00	SEWER SPECIAL ASSESSMENT	250.00	250.00	0.00	0.00	0.00	250.00
510-000-4530-00	USER CHARGES	1,775,000.00	1,775,000.00	142,063.23	142,063.23	0.00	1,632,936.77
510-000-4810-00	MISCELLANEOUS	500.00	500.00	11.98	11.98	0.00	488.02
TOTAL REVENUES		1,775,750.00	1,775,750.00	142,075.21	142,075.21	0.00	1,633,674.79
Expenditures							
510-810-5100-00	REGULAR SALARIES	307,500.00	307,500.00	22,891.09	22,891.09	0.00	284,608.91
510-810-5110-00	OVERTIME SALARIES	13,500.00	13,500.00	1,217.51	1,217.51	0.00	12,282.49

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 510 - SEWER							
Expenditures							
510-810-5200-00	PERS	43,000.00	43,000.00	3,320.03	3,320.03	0.00	39,679.97
510-810-5210-00	MEDICARE	4,700.00	4,700.00	361.98	361.98	0.00	4,338.02
510-810-5220-00	WORKERS' COMPENSATION	5,600.00	5,600.00	(136.50)	(136.50)	0.00	5,736.50
510-810-5230-00	INSURANCE PREMIUMS	136,000.00	136,000.00	12,923.78	12,923.78	120,153.12	2,923.10
510-810-5250-00	UNIFORMS/LICENSES	2,375.00	2,382.50	1,400.00	1,400.00	7.50	975.00
510-810-5320-00	PROFESSIONAL SERVICES	10,000.00	12,147.40	848.87	848.87	11,298.53	0.00
510-810-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	0.00	0.00	330.00	1,670.00
510-810-5326-00	BILL PRINTING/MAILING SERVICES	4,000.00	4,337.39	87.86	87.86	4,249.53	0.00
510-810-5330-00	INSURANCE/BONDING	14,000.00	14,000.00	0.00	0.00	14,000.00	0.00
510-810-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	10,000.00	10,000.00	2,657.00	2,657.00	3,100.00	4,243.00
510-810-5348-00	STATE OPERATING FEES	8,000.00	8,000.00	5,200.00	5,200.00	1,100.00	1,700.00
510-810-5349-00	MISCELLANEOUS CONTRACT SERVICES	5,500.00	5,500.00	0.00	0.00	5,500.00	0.00
510-810-5400-00	OFFICE SUPPLIES AND MATERIALS	8,000.00	8,055.00	0.00	0.00	4,655.00	3,400.00
510-810-5410-00	OPERATION AND MAINTENANCE	2,000.00	2,700.00	0.00	0.00	700.00	2,000.00
510-810-5500-00	CAPITAL OUTLAY	8,500.00	9,605.00	0.00	0.00	1,105.00	8,500.00
510-810-5600-00	DEBT PRINCIPAL	356,500.00	356,500.00	30,573.36	30,573.36	325,924.16	2.48
510-810-5601-00	LEASE PRINCIPAL	2,250.00	2,250.00	0.00	0.00	2,193.79	56.21
510-810-5610-00	DEBT INTEREST	65,250.00	65,250.00	8,808.64	8,808.64	56,401.34	40.02
510-810-5611-00	LEASE INTEREST	50.00	50.00	0.00	0.00	41.49	8.51
510-811-5300-00	UTILITIES	190,000.00	206,662.44	18,064.98	18,064.98	187,588.10	1,009.36
510-811-5310-00	COMMUNICATIONS/PRINTING/ADVERTISING	5,000.00	6,090.94	322.48	322.48	3,768.46	2,000.00
510-811-5320-00	PROFESSIONAL SERVICES	5,000.00	5,000.00	0.00	0.00	135.00	4,865.00
510-811-5346-00	SLUDGE REMOVAL	130,000.00	136,600.00	8,889.23	8,889.23	105,944.77	21,766.00
510-811-5349-00	MISCELLANEOUS CONTRACT SERVICES	35,000.00	36,796.45	1,352.73	1,352.73	11,823.72	23,620.00
510-811-5410-00	OPERATION AND MAINTENANCE	25,000.00	26,794.88	246.44	246.44	20,564.07	5,984.37
510-811-5411-00	FUEL	7,000.00	9,098.53	1,415.43	1,415.43	5,538.50	2,144.60
510-811-5420-00	FLEET OPERATION AND MAINTENANCE	2,000.00	2,000.00	0.00	0.00	140.00	1,860.00
510-811-5500-00	CAPITAL OUTLAY	135,925.00	145,645.00	34,543.06	34,543.06	6,245.04	104,856.90
510-812-5320-00	PROFESSIONAL SERVICES	0.00	2,000.00	2,000.00	2,000.00	0.00	0.00
510-812-5340-00	OTHER CONTRACT SERVICES	50,000.00	57,455.54	3,950.00	3,950.00	24,833.73	28,671.81
510-812-5352-00	GIS	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00
510-812-5410-00	OPERATION AND MAINTENANCE	100,000.00	114,874.75	10,614.86	10,614.86	9,142.52	95,117.37
510-812-5500-00	CAPITAL OUTLAY	100,000.00	125,750.00	0.00	0.00	42,643.00	83,107.00
TOTAL EXPENDITURES		1,802,650.00	1,896,845.82	171,552.83	171,552.83	969,126.37	756,166.62
TOTAL REVENUES		1,775,750.00	1,775,750.00	142,075.21	142,075.21	0.00	1,633,674.79
TOTAL EXPENDITURES		1,802,650.00	1,896,845.82	171,552.83	171,552.83	969,126.37	756,166.62
NET OF REVENUES & EXPENDITURES		(26,900.00)	(121,095.82)	(29,477.62)	(29,477.62)	(969,126.37)	877,508.17
BEG. FUND BALANCE		1,972,146.29	1,972,146.29		1,972,146.29		
END FUND BALANCE		1,945,246.29	1,851,050.47		1,942,668.67		
Fund 511 - SEWER CONNECTIONS							
Revenues							
511-000-4531-00	CAPACITY FEES	500,000.00	500,000.00	85,834.00	85,834.00	0.00	414,166.00
TOTAL REVENUES		500,000.00	500,000.00	85,834.00	85,834.00	0.00	414,166.00
Expenditures							
511-813-5320-00	PROFESSIONAL SERVICES	25,000.00	25,000.00	818.00	818.00	0.00	24,182.00
511-813-5340-00	OTHER CONTRACT SERVICES	325,000.00	325,000.00	0.00	0.00	0.00	325,000.00
511-813-5500-00	CAPITAL OUTLAY	150,000.00	193,363.40	26,000.00	26,000.00	106,454.40	60,909.00

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 511 - SEWER CONNECTIONS							
Expenditures							
TOTAL EXPENDITURES		500,000.00	543,363.40	26,818.00	26,818.00	106,454.40	410,091.00
TOTAL REVENUES		500,000.00	500,000.00	85,834.00	85,834.00	0.00	414,166.00
TOTAL EXPENDITURES		500,000.00	543,363.40	26,818.00	26,818.00	106,454.40	410,091.00
NET OF REVENUES & EXPENDITURES		0.00	(43,363.40)	59,016.00	59,016.00	(106,454.40)	4,075.00
BEG. FUND BALANCE		3,518,363.76	3,518,363.76		3,518,363.76		
END FUND BALANCE		3,518,363.76	3,475,000.36		3,577,379.76		
Fund 520 - STORM WATER FUND							
Revenues							
520-000-4440-00	STORM WATER SPECIAL ASSESSMENTS	50.00	50.00	0.00	0.00	0.00	50.00
520-000-4530-00	USER CHARGES	245,000.00	245,000.00	23,586.09	23,586.09	0.00	221,413.91
520-000-4622-01	NPDES INSPECTION FEE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00
520-000-4810-00	MISCELLANEOUS	250.00	250.00	23.98	23.98	0.00	226.02
TOTAL REVENUES		248,300.00	248,300.00	23,610.07	23,610.07	0.00	224,689.93
Expenditures							
520-820-5100-00	REGULAR SALARIES	66,000.00	66,000.00	5,149.17	5,149.17	0.00	60,850.83
520-820-5110-00	OVERTIME SALARIES	4,000.00	4,000.00	944.97	944.97	0.00	3,055.03
520-820-5200-00	PERS	10,000.00	10,000.00	826.75	826.75	0.00	9,173.25
520-820-5210-00	MEDICARE	1,000.00	1,000.00	92.43	92.43	0.00	907.57
520-820-5220-00	WORKERS' COMPENSATION	1,250.00	1,250.00	(74.57)	(74.57)	0.00	1,324.57
520-820-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	1,634.78	1,634.78	22,764.06	2,601.16
520-820-5250-00	UNIFORMS/LICENSES	750.00	765.00	400.00	400.00	15.00	350.00
520-820-5320-00	PROFESSIONAL SERVICES	5,000.00	5,322.10	127.33	127.33	1,694.77	3,500.00
520-820-5325-00	TRAINING/EDUCATION	250.00	250.00	0.00	0.00	0.00	250.00
520-820-5326-00	BILL PRINTING/MAILING SERVICES	3,000.00	3,253.05	65.89	65.89	3,187.16	0.00
520-820-5330-00	INSURANCE/BONDING	5,000.00	5,000.00	0.00	0.00	4,600.00	400.00
520-820-5340-00	OTHER CONTRACT SERVICES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00
520-820-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	500.00	0.00
520-820-5348-00	STATE OPERATING FEES	1,000.00	1,000.00	761.00	761.00	0.00	239.00
520-820-5400-00	OFFICE SUPPLIES AND MATERIALS	2,000.00	2,000.00	0.00	0.00	800.00	1,200.00
520-820-5410-00	OPERATION AND MAINTENANCE	1,000.00	1,000.00	0.00	0.00	250.00	750.00
520-820-5500-00	CAPITAL OUTLAY	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00
520-820-5601-00	LEASE PRINCIPAL	3,350.00	3,350.00	0.00	0.00	3,290.69	59.31
520-820-5611-00	LEASE INTEREST	75.00	75.00	0.00	0.00	62.23	12.77
520-821-5320-00	PROFESSIONAL SERVICES	5,000.00	5,500.00	0.00	0.00	3,000.00	2,500.00
520-821-5340-00	OTHER CONTRACT SERVICES	20,000.00	20,000.00	0.00	0.00	5,213.82	14,786.18
520-821-5352-00	GIS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00
520-821-5410-00	OPERATION AND MAINTENANCE	57,675.00	58,225.00	11,546.41	11,546.41	434.67	46,243.92
520-821-5500-00	CAPITAL OUTLAY	25,000.00	25,000.00	0.00	0.00	3,500.00	21,500.00
TOTAL EXPENDITURES		247,150.00	248,790.15	21,474.16	21,474.16	49,312.40	178,003.59
TOTAL REVENUES		248,300.00	248,300.00	23,610.07	23,610.07	0.00	224,689.93
TOTAL EXPENDITURES		247,150.00	248,790.15	21,474.16	21,474.16	49,312.40	178,003.59
NET OF REVENUES & EXPENDITURES		1,150.00	(490.15)	2,135.91	2,135.91	(49,312.40)	46,686.34
BEG. FUND BALANCE		118,145.01	118,145.01		118,145.01		
END FUND BALANCE		119,295.01	117,654.86		120,280.92		

PERIOD ENDING 01/31/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 01/31/19	YTD BALANCE 01/31/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 901 - MEIJER-SPECIAL							
Revenues							
901-000-4700-00	INTEREST	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL REVENUES		<u>1,000.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>
TOTAL REVENUES		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		<u>1,000.00</u>	<u>1,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>
BEG. FUND BALANCE		137,835.06	137,835.06		137,835.06		
END FUND BALANCE		138,835.06	138,835.06		137,835.06		
Fund 902 - GREENGATE DR AGENCY FUND							
Revenues							
902-000-4700-00	INTEREST	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00
902-000-4821-00	DEVELOPER CONTRIBUTIONS	0.00	0.00	91,309.26	91,309.26	0.00	(91,309.26)
TOTAL REVENUES		<u>2,500.00</u>	<u>2,500.00</u>	<u>91,309.26</u>	<u>91,309.26</u>	<u>0.00</u>	<u>(88,809.26)</u>
TOTAL REVENUES		2,500.00	2,500.00	91,309.26	91,309.26	0.00	(88,809.26)
TOTAL EXPENDITURES		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
NET OF REVENUES & EXPENDITURES		<u>2,500.00</u>	<u>2,500.00</u>	<u>91,309.26</u>	<u>91,309.26</u>	<u>0.00</u>	<u>(88,809.26)</u>
BEG. FUND BALANCE		308,042.45	308,042.45		308,042.45		
END FUND BALANCE		310,542.45	310,542.45		399,351.71		
TOTAL REVENUES - ALL FUNDS		15,138,650.00	15,138,650.00	1,225,000.52	1,225,000.52	0.00	13,913,649.48
TOTAL EXPENDITURES - ALL FUNDS		<u>15,270,250.00</u>	<u>17,822,341.07</u>	<u>1,443,137.81</u>	<u>1,443,137.81</u>	<u>8,083,802.18</u>	<u>8,295,401.08</u>
NET OF REVENUES & EXPENDITURES		(131,600.00)	(2,683,691.07)	(218,137.29)	(218,137.29)	(8,083,802.18)	5,618,248.40
BEG. FUND BALANCE - ALL FUNDS		20,790,845.97	20,790,845.97		20,790,845.97		
END FUND BALANCE - ALL FUNDS		20,659,245.97	18,107,154.90		20,572,708.68		

COUNCIL UPDATE



January 30, 2019

Department of Public Service
Matthew C. Peoples, Director

Project Status:

Westchester 13 Sanitary Oversizing: We are working with Fischer Homes on an agreement to oversize the sanitary sewers in Westchester Section 13 to accommodate future developments. Cost is estimated at approximately \$135,000. Legislation is being presented at the February 4th meeting.

Hill Rd. R/W: As part of the Canal Cove subdivision, Westport Homes is dedicating a parcel along Hill Rd. that is intended to become right-of-way. We are presenting legislation at the February 4th meeting.

McGill Park: OHM is finalizing the grant application for the Reactional Trails Program/Clean Ohio Trails Fund program 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 working on the application for the ODOT on their Signal Timing Program grant. This project was originally included in the 2019 appropriations and an anticipated cost of around \$50,000.

Westchester Park Improvements: We have received approval from the State Controlling Board to proceed with the project. OHM is currently working on a proposal for project design and bidding.

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.

2019 Street Capital Improvement Program: We are out to bid on the 2019 Street CIP with a bid opening of February 15. 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.

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.

COUNCIL UPDATE



January 30, 2019

Division of Urban Forestry
Dick Miller, Urban Forester

Project Status:

Ash Removal: 100 bare root trees have been ordered for the planting north of the existing screening at the 400 Ashbrook Road site. The planting will improve the overall screening opacity of the existing tree line and will be completed this spring.

Pruning: Pruning by the urban forestry crew continues as weather allows. The pruning of city owned trees can be substantial with dramatic results in making sure the public right of way receiving maintenance is safe and clear for all public and private use of that thoroughfare.

COUNCIL UPDATE



January 30, 2019

Division of Water Reclamation
Steve Smith, Superintendent

Project Status:

N. Gender Lift Station: A new, less clog-prone pump was ordered as a replacement for a failing pump at the station.

Surcharge Investigation: A contractor is slated to perform CCTV and cleaning on the city sewer main serving N. High Street from Waterloo northbound to the Water plant to investigate reports of sewer surcharges.

Aeration Diffusers: We have received the new diffusers for the WRF for no cost from the manufacturer as a warranty issue. They are also paying a contractor to install them and that should occur sometime after the weather breaks.

Safety:

The Safety Committee will meet later in the month to continue the discussion regarding first aid kits, city accident/incident report and other current business.

COUNCIL UPDATE



January 30, 2019

Division of Streets, Lands and Buildings
Shawn Starcher, Superintendent

Project Status:

Employee Licensure: Our newest Street employee, John Moore III passed his Class B CDL test in early January and has been very helpful with snow removal this season.

Snow & Ice Removal: Crews have stayed extremely busy this month battling snow and ice on city streets and we continue to maintain snow plow trucks and equipment by making minor repairs and service before and after every snow event.

Housekeeping/Repairs: Crews have been able to perform housekeeping items in our city facilities as well as vehicles Inspections and oil changes on many our vehicles.

Pothole Patrol: Crews have been patching potholes between the snow events. We expect the potholes to increase significant with all of the freezing-thawing cycles we have been experiencing.

COUNCIL UPDATE



January 30, 2019

Division of Information Technology
Rick Brown, Coordinator

Project Status:

Network Environment: Continuing building the Disaster Recovery infrastructure

Building Security: South Central Power up and running on the security cameras at city-owned buildings and are added a few a spots we found lacked coverage. Those are expected in the next few weeks.

Updates/Audit/Repairs: Continuing updating servers, workstations and network equipment.

COUNCIL UPDATE



January 30, 2019

Division of Water
Joe Taylor, Superintendent

Project Status:

Plant Production:

- We pumped 24.51 MG in December at an average of .790 MGD. Average Hardness was 130 mg/l.
- We pumped 249.9 MG in 2018, up 40 MG from 2017. (BrewDog accounted for 15.739 MG). Yearly hardness avg. 120 mg/l, which is down from 140 mg/l in 2017.

Brine Tank Repairs: Staff recently performed a cleaning of the east brine tank. Staff repaired a fiberglass strap for the water fill line. Briner is ready for service.

Surcharge Investigation Working with WWTP staff on sewer discharge surcharging investigations.

AMI: AMI Metering System installs are ongoing. We have around 1431 units installed. We have around 1900 more MIU's to install. We are at 43% completion.

PSA: Wrote a public service announcement concerning protecting plumbing during frigid temperatures.

COUNCIL UPDATE



February 1, 2019

Construction Services Department
Bill Sims, Administrator

ACTION NEEDED BY COUNCIL: Two ordinances regarding easements to South Central Power need to be advanced to full Council.

Capital Improvement Projects

Gender Rd. Ph. 4: Streetlights are now operational. Traffic Signal poles delayed until early to mid February.

2019 Street Program: Project is out to bid. Bid opening is scheduled for 2/15/19.

Private Development Projects

Crossroads Church: Site work continues to be sporadic due to weather conditions.

Winchester Veterinary Clinic: Construction dormant due to design issues.

Villages At Westchester Section 13: Sanitary sewer under construction. Water main under construction.

Jeff Wyler - Chrysler Dodge Jeep & Ram: Utilities installed. Building under construction.

Winchester Office Park, Phase 1&2: Utility work continuing. Buildings under construction.

NIFCO on Robinett Way: Site work underway. Building underway.

Hampton Inn: Preconstruction meeting conducted 11/17/18. Site work continuing.

Turning Stone: Sanitary sewer installation underway.

Mill Tech: Preconstruction meeting anticipated in February.

COUNCIL UPDATE



January 31, 2019

Development Department

Lucas Haire, Director

Development Report

- Nifco is making significant progress on their new 175,000 square foot building in Canal Pointe. Some of the walls are up and steel is being erected on the structure. Completion is projected in June.
- The new Hampton Inn is now under construction on West Waterloo Street. The stairway structures are being constructed first and will provide a good indication of the height and scale of the building when complete. The structure is planned for completion in January of 2020.
- The Canal Winchester High School project has been issued permits and construction work should begin on February 4.
- The annexation hearing was completed by Franklin County Commissioners on January 29 for the Bixby Road parcels. Council will hear the annexation on April 1.
- The Planning and Zoning Commission will consider a rezoning of the Bixby Road parcel from township Agricultural zoning to LM – Limited Manufacturing on February 11.