

# Canal Winchester

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



## Meeting Agenda

**March 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 - Amos
- C. Roll Call
- D. Approval of Minutes

[MIN-19-010](#) 2-19-19 Work Session Minutes ([Work Session Minutes](#))

[MIN-19-011](#) 2-19-19 City Council Meeting Minutes ([Council Minutes](#))

E. Communications & Petitions

[19-017](#) ZM-19-001 Recommendation from Planning and Zoning Commission to consider the rezoning of 110.244 acres of property from a combination of Exceptional Use (EU), Limited Manufacturing (LM), and General Commercial (GC) to entirely Limited Manufacturing (LM) for property located on the southeast corner of Bixby Road and Rager Road (PID 181-000159, 181-000026, 184-000828, 184-000879, and 184-000954) ([P&Z Recommendation](#))

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

[RES-19-003](#)  
*Development* A Resolution Indicating What Services The City Of Canal Winchester Will Provide To 7.838± Acres Of Land, More Or Less, The Description And Map Are Attached Hereto As Exhibits "A" And "B" For The Annexation Known As The Hsing Annexation By Eugene Hollins, Agent For The Petitioners ([Resolution, Exhibit A, Exhibit B](#))  
*- Adoption*

[RES-19-004](#)  
*Development* A Resolution Approving The Mayor's Appointment Of Dr. Scott Kelly To Serve A Four Year Term As A Member Of The Landmarks Commission Expiring On December 31, 2022 ([Resolution](#))  
*- Adoption*

**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*

**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*

***Third Reading*****ORD-19-005***Finance**Sponsor: Jarvis*

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

- *Adoption*

**ORD-19-007***Development**Sponsor: Amos*

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

- *Adoption*

**ORD-19-008***Development**Sponsor: Lynch*

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

- *Adoption*

**ORD-19-009***Development**Sponsor: Coolman*

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

- *Adoption*

[ORD-19-011](#)

Construction Services

Sponsor: Amos

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

- Adoption

[ORD-19-012](#)

Construction Services

Sponsor: Jarvis

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

- Adoption

[ORD-19-013](#)

Public Service

Sponsor: Amos

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

- Adoption

[ORD-19-014](#)

Public Service

Sponsor: Jarvis

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

- Adoption

**Second Reading - NONE****First Reading**[ORD-19-015](#)

Construction Services

An Ordinance To Authorize The Mayor To Enter Into A Contract With Columbus Asphalt Paving, Inc. For The Construction Of The 2019 Street Program Project And Declaring An Emergency ([Ordinance](#))

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

[ORD-19-016](#)

Development

An Ordinance Authorizing The Mayor To Enter Into A Demolition Agreement With The Central Ohio Community Improvement Corporation To Provide For The Demolition Of 26 West Waterloo Street And Declaring An Emergency ([Ordinance, Exhibit A](#))

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

[ORD-19-017](#)

Development

An Ordinance To Accept The Dedication Of Real Property From Waterloo Crossing OP LLC ([Ordinance, Exhibit A, Exhibit B](#))

- First Reading Only

**I. Reports**

Mayor's Report

[19-021 February 2019 Mayor's Court Report](#)

Fairfield County Sheriff

Law Director

*Finance Director*

[19-020](#)    [Finance Director's Report, February 2019 Financial Statements](#)

*Public Service Director*

[19-018](#)    [Public Service Project Updates, Construction Services Update](#)

*Development Director*

[19-019](#)    [Development Report](#)

**J. Council Reports**

*Work Session/Council - Monday, March 18, 2019 at 6:00 p.m.*

*Work Session/Council - Monday, April 1, 2019 at 6:00 p.m.*

*CW Human Services - Mr. Lynch*

*CWICC - Mr. Clark*

*CWJRD - Mr. Bennett/Mrs. Amos*

*Destination: Canal Winchester - Mr. Walker*

**K. Old/New Business**

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

**M. Adjournment**

# Canal Winchester

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



## Meeting Minutes - DRAFT

February 19, 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 @ 6:00 p.m.

**B. Roll Call** Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker

**C. Also In Attendance**

*Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Joe Taylor, Sargent Cassel, Shane Spencer*

**D. Reports**

*Bill Sims - Thank you Mr. Walker; they started installing the traffic signal poles on Friday, on Gender Road at Groveport and Walnut Street; they got the poles up Friday, today – yesterday and today they were working on the actual mast arms that will hold the signals over the road, so they are working on the mast arms now; they were laying out the signal placement, so they have some holes and stuff to drill; it's good to see that that's all occurring; they've got roughly two more weeks of work on the traffic signals, before they can remove the old ones; you'll see a lot of activity out there, they've got 2 crews out there so they can work on both intersections at the same time; some of the other private projects – Crossroads Church is down for at least another work, they decided to take a couple of weeks off with the weather conditions; Turning Stone here at High and 33 – they were off last week, decided not to deal with the weather; they're back laying sanitary sewer now; Hampton Inn's continuing – you've seen the stair towers being constructed out there; Nifco project is continuing on Robinette Way, if you haven't been out there, it's really good to get a sense of the size of the building; it's good to see a project occurring there; also, at Canal Pointe is Mill Tech, which is right on Rutherford Drive, at Howe Parkway, close to the pond there; they're going to be getting underway this week, and start moving dirt on that project as well; Westchester Section 13 – work is continuing out there, they made the connection of the new water main on the existing water main; they did that yesterday, on the holiday; the school was going to be impacted, so it was good to coordinate having the water off with President's Day, and it worked very well; they're working on some sanitary issues the remainder of the week, and then they will get started on storm sewer; we opened bids on the 2019 Street Program on Friday; the apparent low bidder is Columbus Asphalt Paving, they've done our street program a few years in the past – they did West Columbus Street reconstruction, that's one of the larger jobs they've done for us; EMH&T have been doing the bid reviews on that, I'm sure Shane will touch on it a little bit; bids came in – I'm not sure what the percentage is there – maybe 7% or so under our estimated cost, so that was a good thing, so we have a little bit of money to work with there, see if we can find something else to do with it; I would expect to see a legislation at the next meeting for you folks to consider with that; generally speaking, that job would start typically mid-to-late-April, depending on when they forecast asphalt plants opening back up; questions? Jarvis: Mr. Sims, the award hasn't been made yet? Sims: No, we just opened the bids, so we have Shane's team take a look to make sure all of the paperwork is correct, all of the signatures and such are correct; I'll take a look at it, and next meeting we'll bring a recommendation to you guys, and the legislation to authorize the award; Jarvis: Has the deadline come and gone – the*

deadline for bids? Sims: Yes, the deadline was Friday at noon, and we opened at 12:02; we had 4 bids; all companies have worked here in the past, and we had a good experience with them; Jarvis: When you said they were under 7%, does that include the contingency – I forget what you have – Sims: We don't advertise a contingency, it's not a line item in the contract; we have our budget, where we have more than 10% at this point available if we need it; Jarvis: So this is 7% above and beyond – Sims: Right, what we thought would be the actual construction cost, correct; Jarvis: So if there were change orders, or anything like that, we would be completely covered; Sims: Yes, we've got some working room, based on our original estimates; we do have some contingency beyond that, if necessary; we're hoping we don't run into that, I know we had a couple of years where we – due to the soil conditions of the streets, we had to eat into a lot of extra money; I think we felt really comfortable with the methods, and types of repairs we were doing last year, and we have continued that this year; Jarvis: Thank you; Sims: You're welcome, any other questions?

Dick Miller - Good evening, thank you Mr. Walker; the forester's 2019 tree list of approved and unapproved projects is available through me, or in Mr. Haire's office, through Andrew Moore; I have an extra list with me tonight, if you want to see the list – few changes from last year; the 2019 street tree planting bids will be accepted at noon, March 14th, for the quantity of 70 2-inch caliper trees, for the Spring 2019 planting; we would anticipate planting costs of approximately \$23,000 for the 70 trees; I also have that list with me, and that is available online also – if you want a paper copy, I have those; this Thursday is pruning day at Cherry Landing – if you're so inclined, you can join us, we will begin light pruning in that area at 8:30 in the morning, on Bigerton Bend; flagging is complete for the 100+ con firs to be planted north of the water reclamation plant, that will also be taking place this spring; Saturday, May 4th is the annual tree giveaway at Stradley Place – that's 9am-11am; finally, we've been cutting the perennial grasses and flowers along places like Diley Road and Gender Road, as well as other locations; any questions?

Steve Smith - Hello everybody; we had some complaints about some slow draining down N. High Street – basically from the corner here up to the water plant; started some investigating, and found out we need to do some cleaning there; we did some high-pressure cleaning all the way to Trine Street, and we regained a lot of capacity there, things are going great; it's our policy, when we have a backup, to inspect the manholes in that area once a week for at least a year; if everyone looks good for a year, we do once a month for another year; we will be looking into those constantly, we're happy that that turned out well, because that's a line that feeds into the treatment plant, and allows the backwash to go to the waste treatment plant; in other news, the Columbus area set 2 new rain records in February; we set 2 new records, too – we set the highest flow the plant has ever done; our old record was on January 4th of 2004, after a big snow melt – we were at 4.5 million, we went to 4.8 million this time; interestingly, all the contingencies worked great – we actually met permit the whole time, which is almost double; we fully expected everything to go well as far as keeping the place dry, but we didn't expect to do so well on the permit, it's just the way things are going now, we have a good degree of control over the plant; afterwards, it take us days and days to get back to normal – I'm not saying if we had a continued monsoon, we'd do the same, but we are optimistic that we could; the last thing I have is that we got new carpet in our offices, the place looked like Xenia in 1974 for about a week – now, it's starting to look great, we're getting all of our stuff put back together; if you happen to walk through the door, it looks

*like quite a mess; Jarvis: What was the debris in the old part of town here that created the blockage – what was the nature of it? Smith: We believe it was mostly grit and sand, also some filter media from the water treatment plant; a combination of everything – really not much grease in there – it tends to go in the low-lying areas, there's not a great degree of pitch in those old lines; they don't really have a self-scouring velocity that you'd typically see on a modern sewer; debris collects, the water that rushes by doesn't tend to wash it out as well; we've decided to up our maintenance schedule – we don't anticipate it getting as bad as it did; we hadn't cleaned it in 4 or 5 years; we think we're going to have a good handle on it – I know we were out in front of your house; Jarvis: That's alright, I'm not even sure I was aware of what was going on, but I appreciate you doing it, just the same; Smith: We let everybody know by flyer that we were doing it – we had no reports of any damage, or any trouble because of the work; Jarvis: I like the way that letter was worded, too – 'a splatter of inconvenience' or something like that; Smith: Bill likes me to put Fall leaves or something like that on my flyers, and I didn't do that this time.*

*Joe Taylor - Good evening; we're getting ready to remove some gravel from the west brine tank, we're switching it to the solar salt, like we did the east brine tank, we were just waiting for it to get empty from the end of the year shipments; we'll be working on that in the next week or so; we've been working with Bird & Bull to upgrade pumps 2 and 4 to variable frequency drives – that'll just help with summertime flows and performance, to lessen some of the run times on the pumps, just ease the operation a little bit; we pumped 24.9 million gallons in January, with an average of 803,000 gallons per day, and we averaged 121mg per liter of hardness – which is 76% removal of the hardness; at the end of last year, we pumped 40 million more gallons than we did in 2017, at 289 million; we saw an increase of \$62,000 in chemical costs – some of that had to do with decreasing the amount of hardness in the water, so we are using more salt, the inflation of chemical prices; the electric costs – it was about \$4,000 higher in 2018, but relatively the same as it has been; the distribution system – we are still doing the AMI meter installs; we are about 1,460 units installed right now; we're pretty well complete with Winchester Village – we have Winchester Village complete, Canal Cove complete, Washington Knolls complete, Canal Pointe complete – we're working on Olde Town right now, around Columbus, Franklin, Liberty, those areas – the wastewater department has been working on Ashbrook Village; we continue to do that; we've assisted a couple of homeowners on some service line leaks; we've actually had 3 service line failures in Winchester Village subdivision in the past 3 months, so we're seeing a few of those start to fail over there on the customers' side; we're doing a couple of flow tests on some hydrants; a system seal excavating on the new waterline for Westchester 13, we're getting that in place, and trying to minimize any down time for the school; no water complaints since the last meeting; Amos: Mr. Taylor, I just want to make sure I heard you correctly – the increase in cost of chemicals was \$62,000 from last year? Taylor: Yes; Lynch: You mentioned failures in some of the lines at Westchester – fairly new lines, what's – Taylor: They re-routed – it's part of the project, I think it was a detention basin that they had to reroute the water under for Westchester 13; they had to relocate that water, so they installed a new section; they had to connect the new section at 2 points; in order to do that, they had to shutdown the water – they had to get it passed, once all the testing was approved, then they had to tie it in – they actually, physically tied into the existing part where they tied the new sections in; Walker: We were at about 11,000 for the chemical to soften the water – where did that take that this year, with the increase? Taylor: I don't remember exactly, but I think it was around 12,000 – that was for the*

phosphate; Walker: I know that that was before, when we figured that out – it was less than \$3 per customer that's on per year; Taylor: That's probably about right; the biggest cost to us is the salt; salt prices are – I think back in 2015, it was \$150 a ton for the high-grade salt we were using at the time; now that salt is not available, it became unavailable at the middle of the year; we were trying rock salt, and rock salt was giving us some issues at the treatment plant in the brine makers; we switched to a solar salt; it's \$170 ton – the high-grade went to almost \$200 a ton; we were using around 100 tons a month; the salt prices have just skyrocketed over the last few years, up to \$40-\$50 a ton; we get 25 tons pretty much a week; Walker: We are still at 20 grains – around 20 grains, as far as the hardness? Taylor: 120mg per liter, it's about 17 grains per gallon; Walker: As far as the softness of the water? Taylor: It's relatively stayed the same, it shouldn't fluctuate a lot; when we do a cleaning, we had one day pulling the one tank out of service, putting in the other one; the hardness did go up, so that may throw our averages askew on that month; it was just one day where it climbed up to I think 200 grains of hardness, but that was just because we pulled one out of service, getting it cleaned out and switching to another one; we had to regenerate a couple more softeners that day, they got a little bit behind; Walker: Thank you.

Jarvis: Mr. Taylor, you may have touched on this, I just wasn't writing fast enough – you said there was a record on consumption for January; do you have any feel for consumption on an annual basis, between 2017-2018? Taylor: Of how much it increased? Jarvis: Yes; Taylor: We increased 40 million gallons over the year between 17-18; Jarvis: 40 million – what would that represent, as far as a percentage? Taylor: I'd have to do the math; we pumped 249 – is that what it was? Yeah, 249 in 2017, and then 289 in 2018; that was the increase – a large portion of that was BrewDog; Jarvis: That's what I was trying to figure out, what's the impact of BrewDog; Clark: You won't see those increases like that – what's your normal increase, without a BrewDog coming online? Taylor: I would say – I'd have to go back and look at the math, but it's probably 100,000 a day from 3-4 years ago; maybe not quite 100,000 – there's days that BrewDog will pull 100,000, there's days they'll pull 50,000 gallons; Walker: How is the metering working since we added – I know I got a call when I had some leakage; is that still working real well, as far as someone – their toilet is running constantly – Taylor: Yeah, the system is working very well; we've helped a lot of people out with it; not everybody at first believes they have an issue, but I can prove they do; 99% of them are toilets that hang up; they don't always hear them, or notice that they're running; they are, those are the ones that you'll see the 10 gallons an hour for a straight 24 hours; generally it's just a toilet hung up; Walker: I know I appreciated the call, and it saved me \$10-\$20 a month, that's good savings; Taylor: We actually caught one in Westchester – it was when we had the cold snap, and we noticed it was over a weekend that it went sky-high, it was an astronomical amount of water; we went out and shut it off, I think on a Monday; it was vacant, it was a house for sale, and they had a line break in the basement; they still consumed a lot of water, but we caught it in 3 days, instead of 60 days; Coolman: In Winchester, you were saying – it seems like every meeting, your crew goes out and assists homeowners with their line leaks, and what I'm hearing is a more frequent occurrence of where it's on their expense; are those the same residents that are having a continued problem, or are those new addresses in those subdivision? Taylor: Those 3 are completely different addresses; year back, it seemed to be Washington Knolls; most of it is the polytubing they used back in the 80's, it split; one of the houses is just how they put it – after it came off the curbstop, they put it at an angle to go down underneath

some sort of utility, it cracked at that point; we rerouted the waterline, because it actually went through a tree; we rerouted the service line up to that point; there was one gentleman that had a leak in his garage, and I don't remember the exact material – he just got it fixed today, and got it turned back on; there was one there at the eyebrow on Sarwil that was leaking, and it was actually split on the edge of the driveway; a lot of those houses I believe were built in the 70's or 80's – you're talking 40-50 years old on these lines, they're going to fail; Walker: I never thought about that, about how it could save a house; it happened to me at an old farmhouse last year, I just happened to be there when it warmed up, and the line broke; had I not been there, the water would still be – until I got there – would still be running, filling up the house; does that, on a sudden surge like that, would that alarm you any faster? Taylor: No, on the service line going into a property, we'd never notice it; generally, they'll call and say 'hey, my yard is wet'; Walker: This was inside, past the meter; Taylor: It would alarm us – if it's using 10 gallons an hour, it will alarm us, for a 24 hour period; Walker: How quick was that, when that line broke, that you were alerted? Taylor: We weren't here over the weekend, as soon as we saw it on Monday morning, we said 'hey, this place was on there 3 days in a row, we need to go look at it'; when we got out there, we realized something was going on – the house was vacant, nobody was home; we started making calls to the homeowner, and called the real estate agent; we shut it off, thinking there would be some damage inside; to my knowledge I don't think there was any damage, they just saw it pouring in the basement some place; Coolman: I can assure you, the insurance carriers do appreciate this system.

Sargent Cassel - Thank you Mr. Walker, I have the stats for January: 449 total dispatched calls, 847 pick-up runs, 282 multiple unit calls, 93 reports, 14 addendums, 1 F.I. card, 13 civil papers, 3,288 building checks, 526 vacation checks, 96 traffic stops, 40 citations, 74 warnings, 1 felony arrest, 17 misdemeanor arrests, 18 warrant arrests, 1 OVI arrest, 5 probate or pink slips, 2 charge packets submitted for review on possible charges, 11 summons in lieu of arrest, 36 misdemeanor charges filed, 3 felony charges filed; the total downtime possible was 89,280; actual downtime was 58,168; busy time would be 65.15%; if you flip the page on the packet that I gave you, it breaks it down per shift; that's all I have, unless you have any questions; Jarvis: Sargent Cassel – I forget the notional target on busy time – it's 60%? Cassel: We want to be at 60%, no higher than 70; we're right where we need to be – we have been getting really busy lately, this month; I don't know if it's the weather, we've been having a lot of crashes; it's a little mix of everything; Jarvis: Compared to last year, we're looking at January's stats, right? Cassel: Yes sir; Jarvis: Compared to last year, I can't recall whether you were here, doing this or not – Cassel: Yeah, I was, I'll be here 2 years in March; Jarvis: Okay, time flies; were you doing this last year, the same kind of stats? Cassel: Yes sir; Jarvis: Do you have a feel for the comparison? Jarvis: Okay, it's been consistent; Walker: Sargent Cassel, as far as the sign down here goes – as far as the speed – do you still feel that that's – Cassel: I think that that's an awesome sign, I'd like to see those everywhere; if they were everywhere, you wouldn't probably pay attention to them as much; I like it; Walker: Great, good to hear.

Shane Spencer - As Mr. Sims had mentioned, the street program bid opening we had on Friday – I can say we have done a partial review so far since then; more or less confirmed looking down at the math, the unit pricing, everything seems to check out; just simply need to go through the documents, and I'll perform a recommendation; we do not anticipate any surprises, again all 4 of our bidders are known commodities, so I don't think we're dealing with a situation of a contractor we haven't worked with

before; should be finishing up that review here by the end of the week, and having everything in place; additionally, we've got everything finally in place with the High Street rail crossing upgrade; we anticipate to get started with that design here in the very near future, to get that improvement in 2019; I mentioned back – I believe it was in December, just before the holidays – we are preparing an application to ODOT to seek funding for them to conduct a signal timing study for the Gender Road corridor; we've actually pulled that request together through some discussion – we did reach out to Columbus to see if they would want to be part of that study, in terms of looking at the signals at Gender Road and Winchester Pike; I did reach out to their traffic engineer, and they thought it was a good idea; their signal at Gender and Lehman road is also linked to the one at Winchester Pike, so we'd have to include that one as well; we'll be updating that request to go into ODOT, which should happen here in the next couple of weeks; we feel pretty good about that, and that's 100% funded through ODOT, so there's no local match; the only local requirement is just on the back-end for implementation of someone to change it; hopefully that will be a positive change; Jarvis: I'm sorry – can I interrupt – something I read in the packet, it was a staff report; I think it was Mr. Peoples who had put this in there, and if I read it correctly, it said ODOT was going to pay for everything, except for – Jackson: Different program, that's a different program, Mr. Jarvis; Spencer: That probably would've been with the resurfacing program; Jackson: It's the urban paving program; Jarvis: Okay, this is the traffic study; Spencer: Basically what's going to happen is ODOT has a consultant that they have on board for statewide – they will do this all over the state of Ohio for local communities; they will go out and do updated counts at all of the intersections, including turning movements and everything; you get up-to-date, current reality of what's happening; they will use what's the standard modeling software to see where we can optimize the different turning movements at some of the intersections; certainly, that's been done in the past; it's been awhile since it's been done on Gender Road, and we've done a lot of improvements, and obviously the traffic may have changed, when you get development; it's a good practice to do periodically, and right now with the improvements that we have made, it's a good opportunity to do that; it enforces a good opportunity with ODOT; the idea of bringing Columbus in – that's one of the things that ODOT with this program will do, they will coordinate that inner jurisdiction; sometimes it's hard for one entity versus another; certainly, it's going to be primarily a Canal Winchester effort, of course with the potential interaction with that signal at Winchester Pike, it makes more sense to look at those together; Jarvis: when they do this, they won't be looking at just Gender Road (north & south), but all of the connection points; Spencer: That's right; as well it includes the two signals on Winchester Boulevard – the one to the east and the west of Gender Road; the one at Prentiss, and then the one by Walmart; it includes those one-offs right there, but yes it includes all of the signalized intersections; they'll look at the one that we term the 'main-line' traffic on Gender Road; certainly Gender Road – there are limited access points, and it has been managed well in terms of reducing the entrance and exit points on Gender Road, so we can focus the study on those; Jarvis: Will they be able to model and project for Bigerton Bend? Spencer: There certainly is a component when the study is going on, there will be progress meetings – there's things from the local perspective that we can share with them, any one-off studies we have done; they do do projections, certainly we want to plan for the future; things that are specific to one development, and one connection or another – certainly we'll let them know about that, and they can incorporate some of that; it is speculation to a point, certainly what's

going to happen – yes, those kind of factors can be taken into account; the reality is trying to optimize what we have right now, in terms of traffic; planning for the future is a part of that effort.

Spencer: The only other thing I had on my list is just a little bit of support we've been providing to the development department through traffic study reviews; some cost-estimating reviews over the past month; any other questions? Clark: I just had one on Gender Road – on the repaving of Gender Road that ODOT's doing – that's going to start in 2019, right? Sims: They'll be doing the design, and probably put it out to bid; Clark: Okay, so the actual construction then – will that be done all in one year? Sims: It will be all one project; Clark: They'll do it all in 2020, okay; Sims: I think that's officially 2020, July 2020; Jackson: Yes – we received communication from ODOT, I believe it was last week; Mr. Peoples wanted to have a conversation with them, we had some questions on it; we do have to bring legislation to council to move forward with that, so my guess is you will see that maybe at the next meeting; it would be – I think in that document that they would put it out to bid in February 2020; Clark: Does that project call for a bridge replacement? Sims: That's not part of that project, however they shared with us during their review of that is that the bridge is slated for work in 2023 I believe; that's on the list to be done; Clark: Is it just maintenance of the bridge? Sims: No, I'm not sure if it's 100% replacement, or if it's just a deck replacement; it was a significant project, for instance we didn't even really look at the guardrails there, because we know the guardrails are going to be replaced with the bridge project, so there's no sense in replacing them now if it's just going to change in a couple of years; Clark: Right, okay; Amos: Mr. Spencer, I have a question – on the 33 overpass, I heard it was hit again, for the 3rd time; have we heard anything on the structural integrity, or are there any issues with it? Spencer: I have not, I don't know if any of the staff has; I do know with experience that when those events occur, ODOT is out there very quickly to take a look at those type of items; I'd be highly confident that if there was any concern on their end from a conservative standpoint that there'd be action taken; they're pretty quick to respond to that, especially with their structural engineering division; Amos: That was my understanding is that they came out very quickly, however residents were very concerned; Cassel: I was actually there; they did respond, I was pretty impressed with their response time; there was a tractor-trailer hauling a crane, and the top of the crane hit the bridge, and a big piece of concrete fell; Sims: They did put out a statement that they reviewed it, and there was no further structural damage beyond the last hit; Jackson: I was just going to say, I pulled it up – he took the words right out of my mouth; on February 6th they sent out a notification that they were closing the lane, they were taking a look at it, there was no new damage, and repairs are planned as part of the current construction project on US-33, expected to occur this spring; Amos: Thank you; Clark: Was it hit in the same place? Sims: It was; the beam that we replaced a year ago, that's been hit twice; Mayor: Almost in the same spot; Lynch: Is there a bullseye on that? Jackson: It's almost as bad as the light poles.

Walker: This is a two-part question, I haven't asked in a while about the 33 wall – is it still slated for 2021, or has that changed? Spencer: I haven't heard anything contrary to that, it's certainly something I can investigate again; I have not heard anything additional news on that; Walker: That wasn't on the side of where Turning Stone is – since planning & zoning had passed that, was that with the mound that was originally planned with Fischer, way back? There was supposed to be a wall barrier that was mounded with dirt; Sims: There is some mounding - Haire: It's not a wall; it's a 3-foot mound with pine trees; Walker: So a 3-foot mound; Haire: I wouldn't describe it as a wall; Walker: That won't block too

*much sound; Sims: No, from what I understand, they're only interested in installing walls where the homes predated the freeway; Spencer: Under the premise that by constructing the highway, they've created the situation, as opposed to someone not being aware – let's say with a new house, certainly someone can look at it and make the choice if they want to live next to the highway; Walker: It's a 3-foot mound, with a row of pines – not deep or anything, just a row? Okay, just curious with the new development; Bennett: One final question Mr. Spencer – with the signal study that's going to happen, you were talking about future construction projects – I assume part of that would also include the warehouse development that's going to happen? Spencer: Right, in fact we – my office – reviewed the traffic study that came with the warehouse developments, that would be one key piece of information that we would pass along to ODOT; in essence, when this gets funded, which certainly we anticipate, we will have a kickoff meeting, and so we will compile and share a lot of that information, and pass it along – certainly the traffic study that was done will be part of that.*

**E. Request for Council Action - NONE**

**F. Items for Discussion**

**G. Old/New Business**

*Jackson: Mr. Walker, there's one thing I just want to bring up, before I forget; this year being an odd year means we have to talk about council and mayor salaries; that needs to be done by July 1<sup>st</sup> – just wanted to throw that out there to all of you, to start thinking about it; perhaps, in the next couple of months, we can really start a serious discussion on what you would like to do with that; that would be the salaries for 2020 and 2021; Jarvis: Preparation for that – does MORPC still provide salary surveys? Jackson: They do, I can tell you that the salary survey will probably – the newest one – will probably not be out in time for that discussion, so I'll have to use last year's data as the most recent data I have; Jarvis: Okay, thank you.*

*Lynch: In reference to the Middletown Farms project by Westport, Bruce Jarvis and myself – we've both been contacted several times by Jack Mautino; kind of talking about what went down the last meeting; it seems to me that he was surprised at the council's tone, that we really don't want more houses here in Canal Winchester; I expressed my viewpoint of that as being that it's not that – we don't need more houses – but we don't want to burden the schools with more kids and such; anyway, it was suggested to him about possibly going back to, in his proposal, going back to the condos in the section 2 portion of that project; it was originally proposed houses in one, condos or empty-nester houses in section 2; I was asking him why that was taken off the table, and why it went all to single family homes; he said it had to do with lot sizes, etc, etc; asked if he would go back to the that, if he would entertain that or not, in an attempt to introduce some more empty nester homes in Canal Winchester of higher quality, that would be very marketable, and help fill a niche that we have; again, not burden the schools with additional students; he liked that idea, but was kind of curious as to where council might be on that particular topic; I'm just throwing it out there, I told him I'm one person, I cannot speak for everyone else; so, number 1 – would you be open to that, number 2 – what would council want to see there – to help them better narrow this down; I also expressed to him that they should bring more pictures of what they're proposing, so we can see specifically what they're proposing; he reiterated the fact that they want to*

meet the 11-98 codes, and still continue the full wrap of cementitious siding around all of the structures; I'm just the messenger – any thoughts? Jarvis: I guess the way that that was left the last time was a little mind-blowing, because we were told on many occasions that 11-98, the way it sat, was impossible, reinforced by their subject matter expert BIA that said the same thing; when it was getting ready to come up for the 3<sup>rd</sup> and final vote, the picture changed – 'we're willing to do all those things'; I'm not sure what to make out of it, but I thought the way it was left that they would come back with a proposal reflecting what they said in that meeting, and that there would also be some additional information that would come out; this development, with the condos, that's kind of - I know we were there once before, we are looping back, we are having a deja-vu moment; that's new information, we still have to this date haven't seen any renderings of what exactly they are going to be putting in there; I know you personally don't need it, you know spec-wise that it would get to the place that you might be comfortable with; speaking for myself, and I think Ms. Amos was in the same place, I'd like to see exactly what you're talking about, just so it's real; it's not real to me, up until that point; I'm willing to keep an open mind, as long as they're presenting new information; the clock's moving, and if they provide that information to us, I'd like to get to that point where – 'okay, this is it, there is our best and final, period', and we make a decision based on that; up until now, we haven't, we haven't seen all of the cards, and it's changing; Amos: Mr. Haire, if they go back to condos, are they going to have to go back through your process, through Planning & Zoning? If they decide to change their game plan – if I remember correctly, originally it was homes and some empty-nesters, it was never a complete empty-nester – Haire: That's correct; initially, they had the north portion off Hayes Road was to be what they called their 'lifestyle units', which were on 50-foot lots, with 5-foot setbacks; based on the conversations council had with not wanting a 5-foot setback, and wanting bigger side yards, that led them to wider lots; wider lots made it difficult for them to get the density they'd need to build that empty-nester product; the empty-nester product is all garage-forward design; there's no product that they build that's not a garage-forward design; I haven't seen a developer that builds anything that would meet our regulations with that empty-nester-type product; there are people that build with a front porch in front of the garage, but I've never seen them have the 4-foot setback, for any developer that's doing business in central Ohio right now; a lot of them are doing a side-load garage, that's in front, which a courtyard entrance; Fischer Homes is building some of those in Westchester 13, which will be the section they're developing just northwest of the roundabout; those will all be patio homes, they're 2,000, up to 3,000 square feet on 55 and 60-foot lots, I think; Lynch: 50-foot wide lots? Haire: 55 or 65 feet; Lynch: What are the price point of those? Haire: Their price points are the high 200's to the low 300's; Lynch: That's kind of the range he was talking about with what they're hypothetically proposing; Haire: A lot of the units they're designing are that courtyard entrance; it has a side-load garage, but the side-load garage sits completely in front of the unit; you drive up completely to the house, and then you turn to get into the garage; that's why they went away from it, because we were putting architectural requirements on these that wasn't going to allow them to build the units that they're comfortable building; they said that if they modified them, then the price points would get to a point where it wouldn't make sense to build an empty-nester unit rather than an empty-nester home; they can be more profitable doing single-family homes than they can the empty-nester; Amos: I think my opinion is just that they need to complete with a final product, show us the design, show us what they truly are going for; so many – they were more than willing to come to the table, and accommodate so many of our requests, but they would – they kept being willing to meet,

*and we just need to see their final – what is your final product that you want to give us to look at? I agree, I'd be willing to look at anything; I just need a final product to look at and say yes or no; Lynch: Single-family, or if they want to have it in their back pocket, have the empty-nesters; Bennett: I don't think they want to bring you something that you'll say yes or no, I think they want to bring you something that you'll say yes; not just a 'put your best foot forward, I'll let you know if it's good enough'; they want some guarantee that their best foot forward is good enough; Haire: Their issue right now is that they don't have any homes that meet our guidelines; if they're designing these, they're going through the whole design process with their architecture team to design units that will meet 11-98; I'm guessing they don't want to go through that whole process, and spend all those dollars to design those units, and they get here, and you all say 'you know what, that's still not going to work for us'; Bennett: If that's what the tone of that meeting was – Haire: I know, that's what I'm gathering is that they would likely like to do, is to get some inclination of whether they met the standards of 11-98, if it would be something we'd like to consider; Walker: Mr. Haire, there was only one time in the 3 years I've been on council that I had the opportunity to vote one way or the other on a development; it had a yes or no vote, and I voted yes; what my question is here is – we've seen that product, is it typical not to see – if I buy a car, I want to see that car, and I want to drive that car, sit in it, before I buy the car; is it typical not to see the landscape, except on a blueprint? Is it typical not to see their actual product, instead somebody else's product of what it might look like – is that typical? I don't know, because I've only sat through one, and I had seen the product; Haire: For a planned development district, it's typical to have text with maybe example images, especially with residential, because it's typically a product that they've built somewhere else, and they can show you what that looks like; they can say we're building these 10 models here; the issue here is that we've requested, through our standards, models that they don't build; they're developing new models to meet our standards; Jarvis: There's another possibility, and that is – I was down in Florida this past week, and the D.R. Horton signs were everywhere; this is such a huge house builder that I have to believe that there is something in their portfolio that would meet our standards, that would be in their back pocket as a solution to this; Haire: That has changed things significantly, from their perspective; going through an acquisition during this process; Boggs: If I may interject – I work with Gene Hollins, it's been awhile since I've filled in for him at one of these meetings; it has been relayed by Gene that his understanding is that they are, during this period where everything is laid on the table – preparing elevations to present to council, when it was pulled off the table, which I believe is anticipated in March; that's the information that has been relayed to me; I know that they have said that they will have a representative here at this meeting, for the council meeting at 7; with the request to remain – there he is; with the request that the actual consideration of their ordinance request remain on the table; Jarvis: Thank you.*

**H. Adjournment @ 6:53 p.m. A motion was made by Lynch for adjournment, seconded by Bennett. The motion carried with the following vote:**

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

# Canal Winchester

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



## Meeting Minutes - DRAFT

February 19, 2019

7:00 PM

### City Council

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

- A. Call To Order *Jarvis called the meeting to order @ 7:01 p.m.*
- B. Pledge of Allegiance - Walker
- C. Roll Call *Present 7 - Amos, Bennett, Clark, Coolman, Jarvis, Lynch, Walker*
- D. Approval of Minutes

[MIN-19-008](#)2-4-19 Work Session Minutes ([Work Session Minutes](#))[MIN-19-009](#)2-4-19 City Council Meeting Minutes ([Council Minutes](#))

***A motion was made by Bennett to approve MIN-19-008 & MIN-19-009, seconded by Lynch.***

*Jarvis: I actually have a couple of minor changes; on page 7 for work session, towards the top of the page there – there's a capture of a discussion between myself and Mr. Peoples; there's a phrase of "cautionary partners", I think what we were saying was "cost sharing" partner, it was probably funny to listen to; that was what we were actually saying; I wasn't familiar with the term – although I imagine once you talk about cost-sharing, it does become a cautionary partner automatically.*

***The motion carried with the following vote:***

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

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

***Tabled***

[ORD-18-029](#)

*Development  
Sponsor: Jarvis*

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

Farms) ([Ordinance, Exhibit A, Exhibit B, P&Z Recommendation, Dev Text Update 2-4-19](#))

- Tabled at Third Reading

*Jarvis: I do not believe there is any reason to untable this ordinance, in fact the applicant has requested that we leave it on the table, due to some people being out on the road, or out of the country.*

**[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: The applicant has requested that the ordinance remained tabled until March 18<sup>th</sup>.*

**Third Reading**

**[ORD-19-003](#)**

Finance  
Sponsor: Clark

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

- Adoption

***A motion was made by Clark to adopt ORD-19-003, seconded by Coolman. The motion carried with the following vote:***

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

**[ORD-19-004](#)**

Construction Services  
Sponsor: Amos

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

- Adoption

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

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

**Second Reading**

**[ORD-19-005](#)**

Finance  
Sponsor: Jarvis

An Ordinance To Authorize The Mayor To Enter Into A Contract For Indigent Defense Representation In The Franklin County Municipal Court With The Franklin County Public Defender On Behalf Of The City Of Canal

Winchester Mayors Court For The Calendar Year 2019 ([Ordinance, Exhibit A](#))

- *Second Reading Only*

**[ORD-19-007](#)**

*Development*

*Sponsor: Amos*

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

- *Second Reading Only*

**[ORD-19-008](#)**

*Development*

*Sponsor: Lynch*

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

- *Second Reading Only*

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

*Development*

*Sponsor: Coolman*

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

- *Second Reading Only*

**[ORD-19-011](#)**

*Construction Services*

*Sponsor: Amos*

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

- *Second Reading Only*

**[ORD-19-012](#)**

*Construction Services*

*Sponsor: Jarvis*

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

- *Second Reading Only*

**[ORD-19-013](#)**

*Public Service*

*Sponsor: Amos*

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

- *Second Reading Only*

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

*Public Service*

*Sponsor: Jarvis*

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

- *Second Reading Only*

***First Reading - NONE***

**I. Reports**

*Mayor's Report - Thank you Mr. Jarvis, I don't have a written report, but I do have a message from Shawn Starcher; he says they're still on pothole patrol, and will be until the snow flies, which will be at midnight tonight; at which time, they're going to change over to snow plowing, and salting, and everything that goes with that; they're a busy group right now, they're working pretty much round the clock, it seems like; Jarvis: They deserve a lot of credit – I don't know what the weather report, but we are supposed to get a few inches? Mayor: 1-3 tonight, between midnight and 7am I think; Jarvis: I can see they pretreated the roads, they're on it; Mayor: That turns to ice they said; Clark: And then rain; Mayor: Yes, and then rain; they're busy, hopefully it will be over with before too long; we have 50's coming this weekend; Coolman: 60 on Sunday.*

*Fairfield County Sheriff - I don't have anything additional to my original report, just the fact that I enjoy working here in Canal Winchester, so thank you.*

*Law Director - I have nothing to report, happy to answer any questions you may have; also happy to be here.*

*Finance Director*

[19-016](#)

[Finance Director's Report](#)

*Jackson: Thank you Mr. Jarvis, I don't have anything in addition to my written report this evening. Jarvis: I do have a question for you regarding – this is in the news somewhere else, another community about reciprocal agreements for income tax; I'm wondering, just to clarify, our situation is you have to live and work in Canal Winchester to pay Canal Winchester tax, we do not receive anything from other communities? Jackson: We do not receive anything from other communities, we do give credits for taxes paid to other communities; for example, if you work in let's say the City of Columbus – their income tax rate is 2.5%, Canal Winchester's is 2%; we will give credit up to the full 2%, which means that individual would not owe any Canal Winchester taxes; on the other side, let's say you work in Pickerington, and live in Canal Winchester; Pickerington's rate is only 1%, so you would pay Pickerington and 1%, and you would pay Canal Winchester 1% to make up the 2%; does that make sense? Haire: If you work here, and live elsewhere, you pay the full 2%; Jackson: Correct, if you work here, and live elsewhere, you pay the full 2% to Canal Winchester – you always pay where you work first; Jarvis: Okay, so anyone living in Lancaster, but works here in town, they're going to pay our rate to us; Jackson: Correct; Clark: There are other communities debating the reciprocity that they give to their citizens so that you might work someplace else in Columbus – let's say we forgive the full 2%, but they are talking about maybe only giving a half a percent, or a full percent; it varies, but a lot of communities are looking, because they are having a tough time financially; that's why again, it's so important to create jobs here, so that our citizens that live here don't have to face that possibility; Jackson: Mr. Clark is correct; Pickerington does that, they only give a half percent credit, versus the 1%; Clark: Gahanna is only giving a certain percent, and they're even lowering that; Jackson: Yeah, Gahanna has been talking about it.*

*Public Service Director*

[19-015](#)

[Public Service Director's Report](#)

*Jarvis: Public Service Director – we received a written report from Mr. Peoples.*

*Development Director - Thank you Mr. Jarvis, thank you for leaving the rezoning on the table for OPUS; we're continuing to work with them, and trying to work through some agreements; they have some contract requirements when they meet the rezoning; that's why they're continuing to delay that through their purchase agreement; hopefully, we'll be able to work out some of the CRA agreements, and things like that, and have that before you likely at your first meeting in April; also wanted to let you know that we received the site development plan for the 3 fountains development, which is the Rockford Development on Groveport Road today; that will be going before Planning & Zoning on their March 11<sup>th</sup> meeting; Jarvis: That particular project should not come before council, should it? Haire: Correct, unless it's appealed by someone; whether it's the applicant or an adjacent property, that would be the only reason; Amos: Mr. Haire, you said March 11<sup>th</sup>? Haire: March 11<sup>th</sup>, yes; Jarvis: If I understand your last comment Mr. Haire, if someone does complain, or has some concern with the project, that it would come before council under those circumstances? Haire: Any time there is an appeal of the decision of Planning & Zoning, it's up to council decide; Jarvis: That's if Planning & Zoning rejected it, and the applicant filed an appeal; Haire: Or an impacted or affected property owner.*

## **J. Council Reports**

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

*Work Session/Council - Monday, March 18, 2019 at 6:00 p.m.*

*CW Human Services - Mr. Lynch: February 3<sup>rd</sup> was the SOUPer Bowl event, it went very well, very well attended; council people Amos and Bennett were there helping out with their troops, Mr. Clark showed up also; it was a good event; Bennett: They raised close to \$8,000; Jarvis: Yeah, that's what I saw; we had something our packet – was it a letter, I believe from Mrs. Miller – no, it was Aletha; yeah, that's pretty good; Bennett: Yeah, for a one-day event; Amos: Mr. Lynch we determined does like auctions, and participated well; Bennett: Apparently you won a couple of things; Lynch: Yeah, it wasn't pretty!*

*CWICC - Mr. Clark: Our next meeting is May 29<sup>th</sup>, it's at 11:30 in the Interurban Building.*

*CWJRD - Mr. Bennett: Our next executive board meeting is Thursday, February 21<sup>st</sup>, 7pm at Town Hall; we have another family movie night coming up Friday, March 1<sup>st</sup>; Jarvis: So you've got one under your belt right now – Bennett: We've got 2; Jarvis: How are those going, is the word out yet? Bennett: We probably quadrupled the attendance from the first one to the last one; Jarvis: Takes a while – Bennett: Yeah, it did, but it was a really nice crowd at the last one; the next movie is 'Wreck it Ralph Breaks the Internet'; Jarvis: That's a great movie, I just saw it not that long ago; that's a late run movie, how are you guys getting that was just out? Bennett: It's actually just being released that week, I think; Amos: We bought movie rights; Bennett: It's released I think that week; Jarvis: Is that because you're a nonprofit, is that why they allow you? No? Jackson: It's the same company that the city uses when they do the movie in Stradley during the summer; we do the same thing, we pay for the rights to show the movie; Bennett: It's a lesser rate; Jarvis: Yeah, what are we talking about? Amos: \$285; we did buy a package deal that get us a little bit of a discount; Clark: Is it per movie, or do you get a lot of choice before that \$300? Amos: You could choose just about any movie; Clark: That's a pretty good deal;*

*Amos: Some movies are more; we did purchase a 3-package deal, which is what I think the city does as well, they give you a discounted rate; if we had purchased it individually, it would have cost us \$285;*  
*Jarvis: I'll warn you in advance, I cried at the end of the movie.*

*Destination: Canal Winchester - Mr. Walker: The next meeting is next Tuesday at 6:30, which is on the 26<sup>th</sup>, February 26<sup>th</sup> at the Interurban.*

**K. Old/New Business**

*Walker: I wanted to let you all know the Valentine's Party for the senior citizens went very well; Amos: Mr. Walker, do you have the date for the senior prom? Walker: No; Amos: Okay, I know it's in April, but I didn't know what the date has been set for; Clark: I might have that; no, I don't have that on here; Jackson: I'll try and find that out for you Mrs. Amos; Amos: Okay, thank you very much; Walker: Okay, I typically don't have anything to do with that – I did before, years ago.*

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

**M. Adjournment @ 7:21 p.m. A motion was made by Bennett to adjourn, seconded by Lynch. The motion carried with the following vote:**

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



To: Amanda Jackson, CMC, Clerk of Council  
From: Andrew Moore, Planning and Zoning Administrator  
Date: February 25, 2019  
RE: Application ZM-19-001

## RECOMMENDATION

Special Meeting of Planning and Zoning Commission held **February 25, 2019**

**Motion** by Mike Vasko, seconded by Joe Wildenthaler, to recommend to council approval of ZM-19-001; to consider the rezoning of 110.244 acres of property from a combination of EU (Exceptional Use), LM (Limited Manufacturing) and GC (General Commercial) to entirely LM (Limited Manufacturing); for property located at on the south-east corner of Bixby Road and Rager Road (Parcel ID 181-000159, 181-000026, 184-000828, 184-000879 and 184-000954). City of Canal Winchester applicant, Owner Alspach Willis M TR.  
Voting yes: Brad Richey, Joe Wildenthaler, Joe Donahue, Mike Vasko, Mark Caulk, Bill Christensen. **Motion Carried 6-0**

---

Andrew Moore  
Planning and Zoning Administrator

**RESOLUTION NO. 19-003**

**A RESOLUTION INDICATING WHAT SERVICES THE CITY OF CANAL WINCHESTER WILL PROVIDE TO 7.838± ACRES OF LAND, MORE OR LESS, THE DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE HSING ANNEXATION BY EUGENE HOLLINS, AGENT FOR THE PETITIONERS**

WHEREAS, Eugene Hollins, agent for the petitioners, has filed with the Fairfield County Commissioners for annexation of 7.838 acres of land, more or less, the description and map are attached hereto as Exhibits A and B, and

WHEREAS, Eugene Hollins, as agent for the petitioners on February 25, 2019 delivered to the Clerk of the Canal Winchester City Council the notice of his filing of the annexation petition with the Board of County Commissioners of Fairfield County and its clerk on February 21, 2019, and

WHEREAS, the Ohio Revised Code requires that within 20 days following the date the petition is filed, the City Council shall, by resolution, adopt a statement as to what services, if any, the City will provide and an approximate date by which it will provide them to the territory proposed for annexation, upon annexation.

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

Section 1: That upon annexation to the City of Canal Winchester of 7.838± acres more or less as delineated on the attached Exhibits A and B, the City will provide the following services by the approximate date indicated as to each, provided all necessary lines, hydrants, and other apparatus are installed by the property owner as required by the City and said services shall be provided under the same conditions and same costs as they are provided to other residents in the City of Canal Winchester:

- (a) Water - upon acceptance of annexation
- (b) Sanitary Sewer - upon acceptance of annexation
- (c) Refuse – upon acceptance of annexation
- (d) Police – upon acceptance of annexation
- (e) Development Department services – upon acceptance of annexation

Section 2: That the Council of the City of Canal Winchester, pursuant to Ohio Revised Code Section 709.023(D), hereby consents to the annexation.

Section 3: This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including Section 121.22 of the Revised Code.

Section 4: That the Clerk of Council shall prepare and furnish to the agent for the petitioners a certified copy of this resolution and file with the Fairfield County Board of County Commissioners on or before 20 days from the filing of the annexation petition.

Section 5: That if the territory is annexed and becomes subject to zoning by the City of Canal Winchester and the City permits uses in the annexed territory that the City determines are clearly incompatible with the uses permitted under the current county or township zoning regulations in the adjacent land remaining within the township from which the territory was annexed, the Council of the City of Canal Winchester will require, in the zoning ordinance permitting the incompatible uses, the owner of the annexed territory to provide a buffer separating the use of the annexed and the adjacent land remaining within the township for purposes of this ordinance, buffer includes open space, landscaping,

fences, walls, and other structured elements; streets and street rights of way; and bicycle and pedestrian paths and sidewalks.

Section 6: That this resolution 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

DESCRIPTION  
ANNEXATION OF 7.838 ACRES FROM VIOLET TOWNSHIP TO THE  
CITY OF CANAL WINCHESTER

Situated in Section 28, Township 15 North, Range 20 West, Congress Lands, Violet Township, County of Fairfield, State of Ohio, and being part of the Hsing hua Cheng parcel, as conveyed in Volume 1780, Page 2218 of the Official Records, all references are the Records of the Fairfield County Recorder, said parcel being further described as follows:

Commencing at the centerline intersection of King's Crossing NW and Hill Road;

Thence, North 47° 34' West, 30.0 feet, along the centerline of Hill Road, to a point;

Thence, South 42° 26' West, 69.8 feet, to the **True Point of Beginning**, for the parcel herein described;

Thence, South 42° 26' West, 551.8 feet, along the westerly right-of-way line of Hill Road to a point on the northerly line of the VBCMWC LLC, parcel, as recorded in the Volume 1589 at Page 2807 of the Official Records;

Thence, North 65° 42' West, 320.6 feet, along said northerly line of the VBCMWC parcel, to the northwest corner of said VBCMWC parcel;

Thence, South 25° 51' West, 130.0 feet, along the westerly line of said VBCMWC parcel, to a point;

Thence, South 25° 48' West, 130.0 feet, continuing along the westerly line of said VBCMWC parcel, to the southwest corner of said VBCMWC parcel, said point being on the northerly Limited Access Right of Way of U.S. Route 33, as described in the State of Ohio Deed, recorded in Volume 1323 at page 3378, of the Official Records, aka, Ohio Department of Transportation parcel 5-WL;

Thence, North 73° 01' West, 83.7 feet, along said northerly Limited right of way of U.S. Route 33, to a point on the easterly Limited Access Right of Way of Diley Road, as recorded in Volume 1323 at page 3378, of the Official Records, aka, Ohio Department of Transportation parcel 5-WL;

Thence, North 01° 45' West, 507.1 feet, along said easterly Limited right of way of Diley Road, to the southwest corner of the City of Canal Winchester parcel, as recorded in Volume 1716 at Page 1791 of the Official Records;

Thence along the existing Corporation line of Canal Winchester the following six courses;

South 85° 23' East, 275.0 feet, along the southerly line of said City of Canal Winchester parcel, to a point;

South 84° 22' East, 10.1 feet, continuing along the southerly line of said City of Canal Winchester parcel, to a point

North 04° 46' East, 125.1 feet, along the easterly line of said City of Canal Winchester parcel, to a point on the southerly line of the McDonalds Real Estate Company LLC., parcel as recorded in Volume 1641 at page 2982 of the Official Records;

South 85° 22' East, 103.2 feet, along the southerly line of said McDonalds Real Estate Company LLC parcel, to a point;

North 26° 21' East, 163.5 feet, along the easterly line of said McDonalds Real Estate Company LLC., parcel, to a point, said point being on the southerly right of way line of said King's Crossing NW, and Board of Fairfield County Commissioners parcel, as recorded in Volume 1327 at page 137 of the Official Records;

South 85° 41' East, 277.5 feet, along said southerly right of way line of King's Crossing NW to a point at the northwest corner of the Board of Fairfield County Commissioners parcel, as recorded in Volume 1323 at page 3378, of the Official Records;

Thence, South 47° 58' East, 227.8 feet, along the southwesterly line of said Board of Fairfield County Commissioners parcel, to the **True Point of Beginning**.

Containing 7.838 acres, more or less, subject to all legal highways, all limitations of public access o highways, leases, zoning regulations, easements of record and restrictive covenants.

Part of PN 037-02099.00

Bearings are based on State Plane Grid, South Zone NAD83(2011).

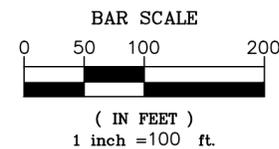
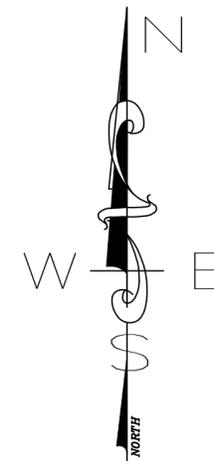
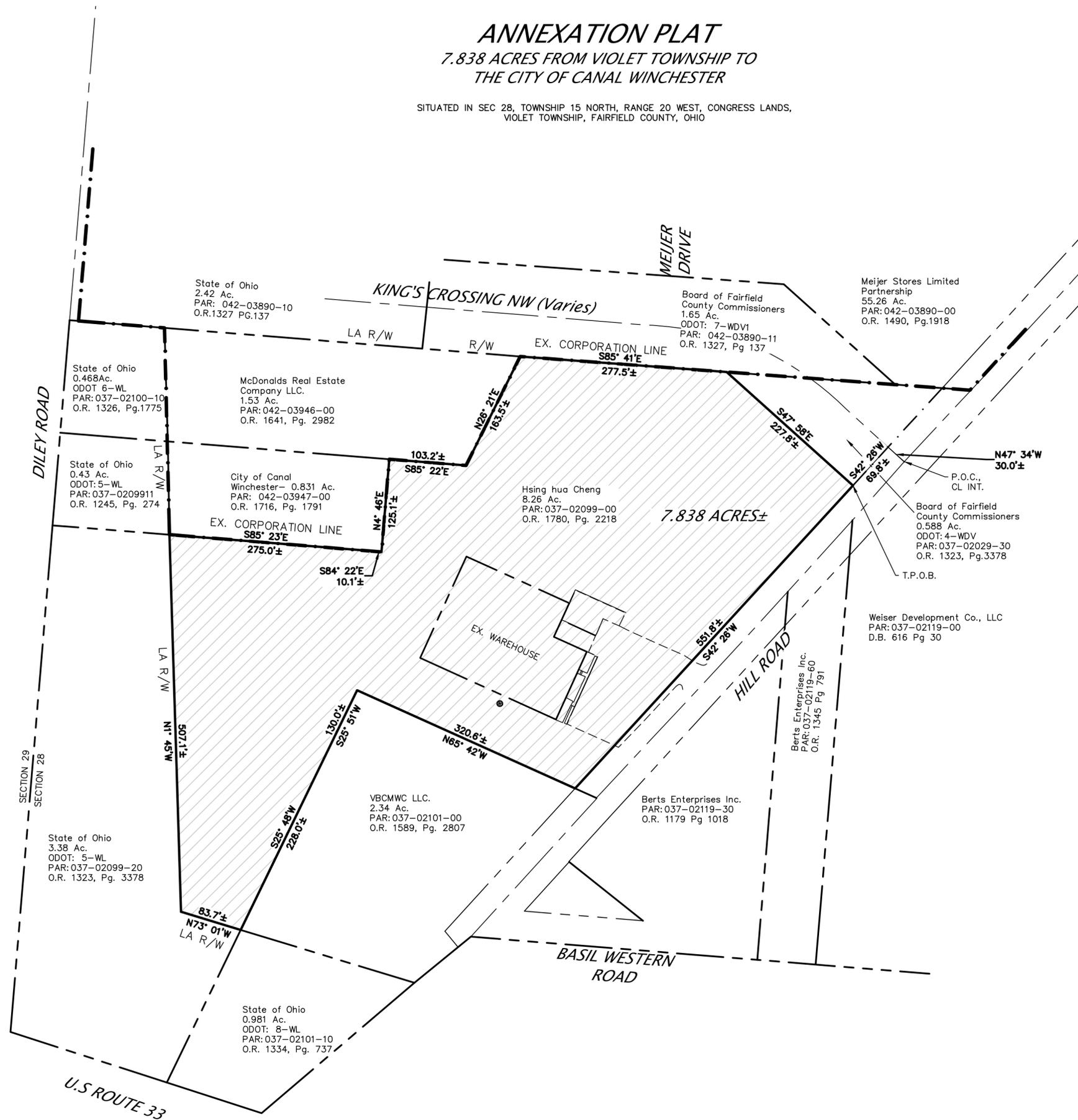
This Description is based on a survey made by Todd D. Willis in January, 2019, Reg. Surveyor No. 7996.

Phone No. 740-739-4030, Willis Engineering & Surveying.

# ANNEXATION PLAT

7.838 ACRES FROM VIOLET TOWNSHIP TO  
THE CITY OF CANAL WINCHESTER

SITUATED IN SEC 28, TOWNSHIP 15 NORTH, RANGE 20 WEST, CONGRESS LANDS,  
VIOLET TOWNSHIP, FAIRFIELD COUNTY, OHIO



- LEGEND
- Existing Corp. Line
  - ▨ Area to be Annexed
  - 5/8" Dia. Iron Pin Found
  - Iron Pin Set 5/8" Dia x 30" L rebar w/Org ID Cap
- BASIS OF BEARINGS  
Ohio State Plane Grid, South Zone, NAD83(2011)

I hereby certify that this plat represents a true and accurate survey made under my direct supervision of the parcel herein shown and all measurements were made in accordance with Chapter 4733-37 of the Ohio Administrative Code.

Todd D. Willis, PS  
Reg. No. S-7996  
Willis Engineering & Surveying  
740-739-4030

WILLIS ENGINEERING & SURVEYING  
12512 West Bank Dr.  
Millersport, OH 43046  
740-739-4030

**RESOLUTION NO. 19-004**

**A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF DR. SCOTT KELLY TO SERVE A FOUR YEAR TERM AS A MEMBER OF THE LANDMARKS COMMISSION EXPIRING ON DECEMBER 31, 2022**

WHEREAS, the Canal Winchester Code of Ordinances section 1139.02 provides for the establishment of the Landmarks Commission; and

WHEREAS, the Mayor of the City of Canal Winchester is required to appoint members to Landmarks Commission and City Council is required to approve the Mayor's appointment;

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

Section 1: Dr. Scott Kelly shall serve a four (4) year term as a member of the Landmarks Commission as appointed by the Mayor expiring on December 31, 2022.

Section 2: That this resolution 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

**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

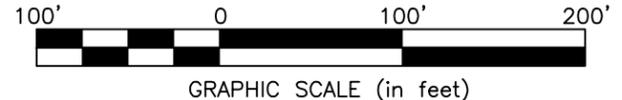
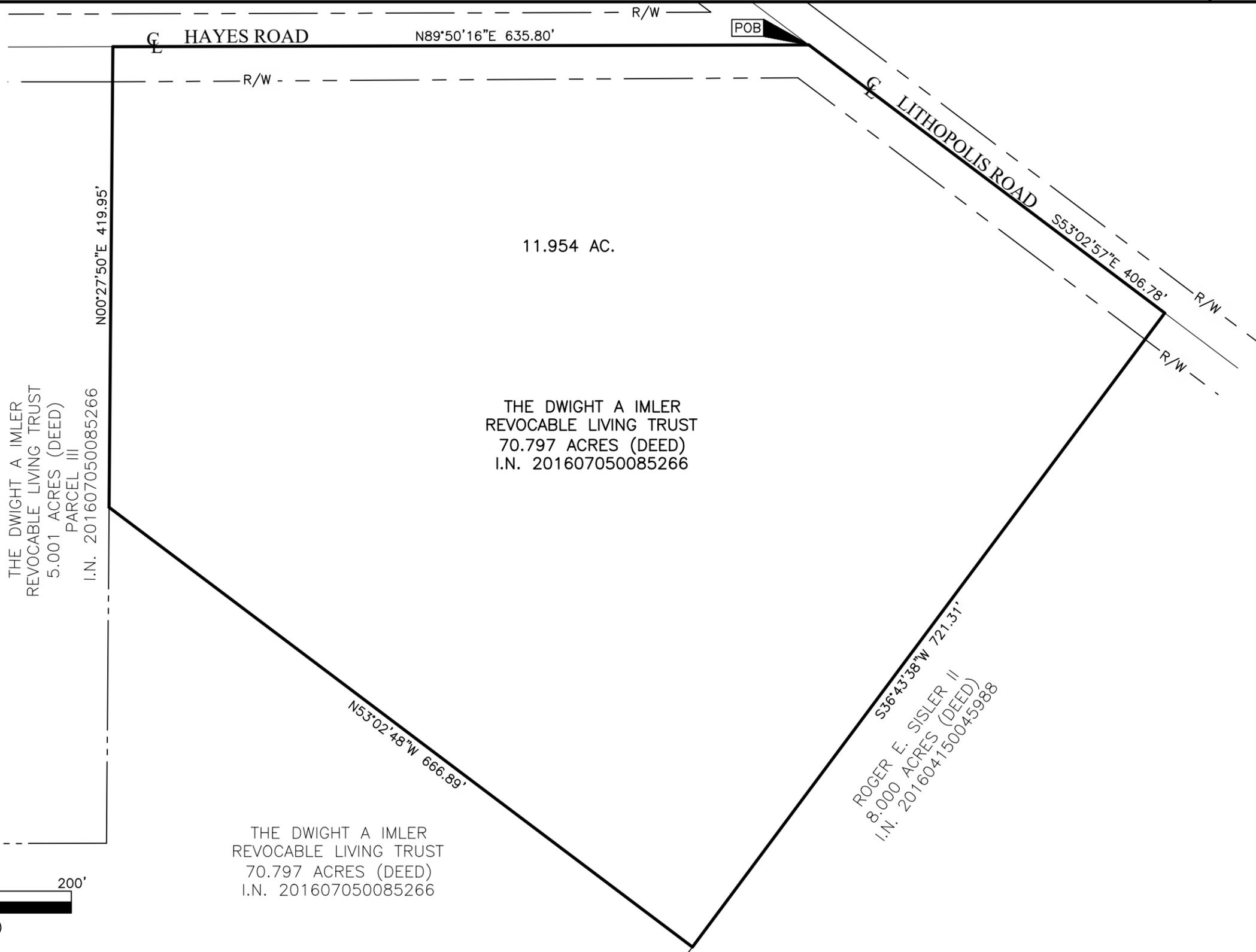
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

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



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:**

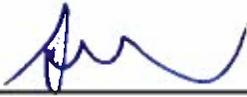
- 1. The development text is modified to comply with Chapter 1130.09 with a maximum lot coverage of 30%.**
- 2. The development text is modified to comply with Chapter 1130.07(a) for any front loaded garage to be setback a minimum four (4) feet behind the front line of the livable area of the home.**

**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](mailto: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

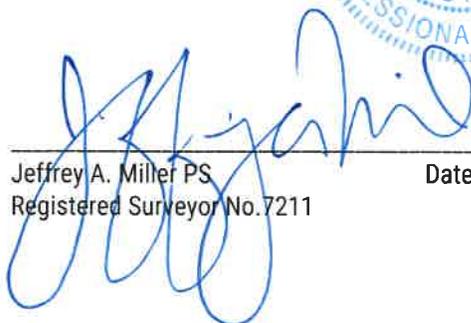
Subject to all covenants, restrictions, reservations and easements contained in any instrument of record pertaining to the above described tract of land.

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. 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

12<sup>th</sup> Floor  
(614) 525-3194

Columbus, Ohio 43215  
Fax (614) 461-6470

### CONTRACT

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Contract, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Canal Winchester

BY: \_\_\_\_\_  
Mayor

Franklin County Public Defender Commission

BY: \_\_\_\_\_  
Richard F. Swope  
Chairman

Approved: \_\_\_\_\_

Timothy Young, Ohio Public Defender

**ORDINANCE NO. 19-007**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR WATER LINE FROM SHRIMENGESHI, LLC**

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

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

Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for water line, as more fully described in the Easement for Water Line attached hereto as Exhibit A and incorporated herein by reference

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

EASEMENT FOR WATER LINE

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

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

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

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

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

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

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

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

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

SHRIMANGESHI LLC

By:   
SHREE KULKARNI

Its: M G K

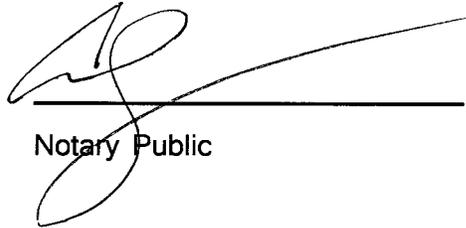
COUNTY OF FRANKLIN, SS:

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 southwest corner of said 21.270 acre tract;

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

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

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

EASEMENT  
0.431 ACRE

-2-

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

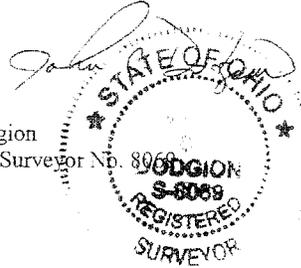
with the arc of a curve to the right, having a central angle of 06° 40' 41", a radius of 610.00 feet, an arc length of 71.10 feet, a chord bearing of North 88° 52' 18" West and chord distance of 71.06 feet;

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

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

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

EVANS, MECHWART, HAMBLETON & TILTON, INC.

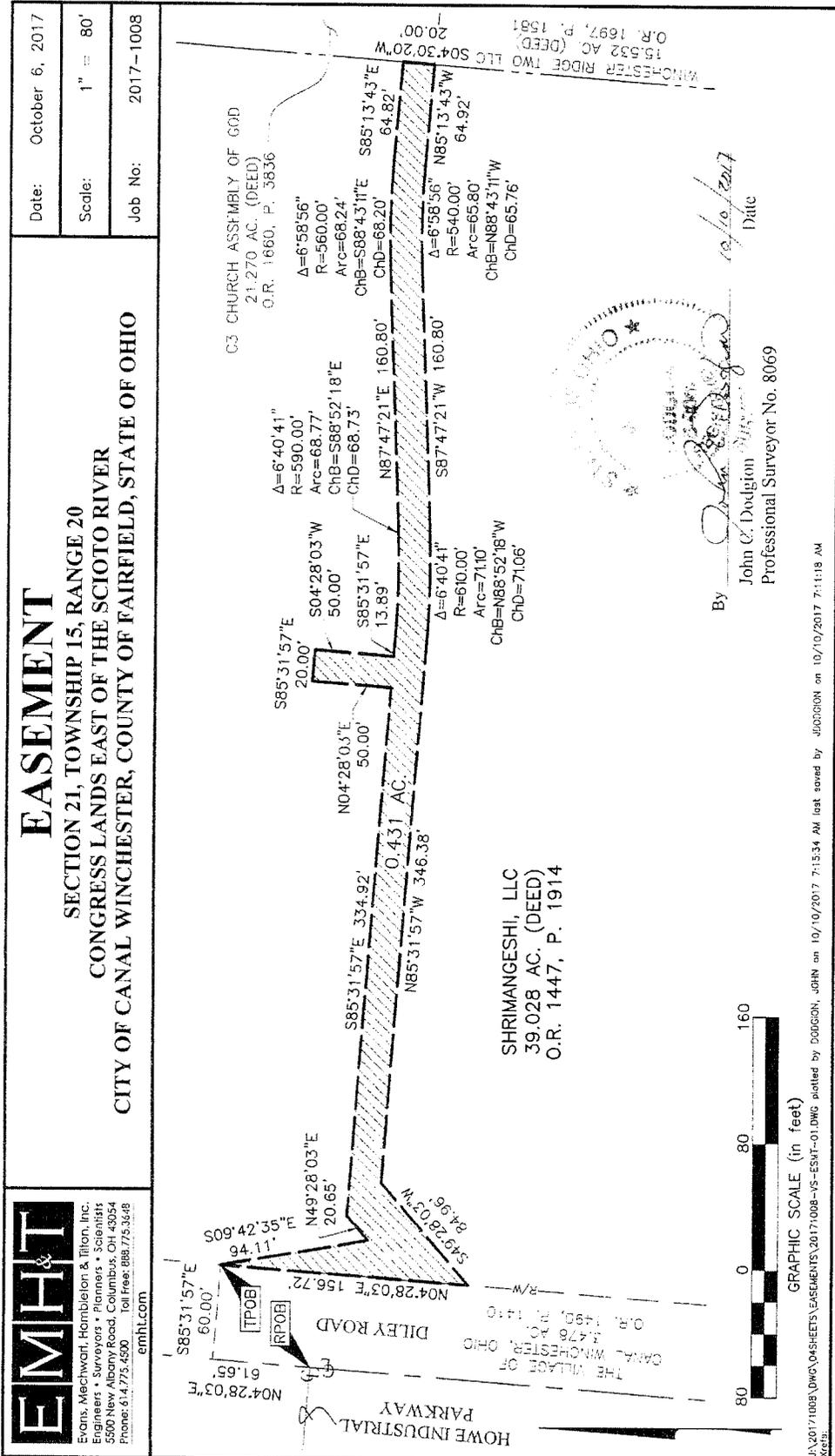


10/10/2017

John C. Dodgion  
Professional Surveyor No. 89069

Date

# Exhibit A-1



**ORDINANCE NO. 19-008**

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

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to accept an easement for the purposes of future water services to properties located along Busey Road; and

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

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

Section 1. That the Mayor be and hereby is, authorized to accept on behalf of the City of Canal Winchester an easement for water line, as more fully described in the Easement for Water Line attached hereto as Exhibit A and incorporated herein by reference.

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

WATER LINE EASEMENT AGREEMENT

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

W I T N E S S E T H :

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

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

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

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

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

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

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

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

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

Section 4. Dedication.

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

Section 5. Miscellaneous Provisions.

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

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

(signatures follow)

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







## Exhibit A

### Grantor's Premises

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit B**  
**Easement Area**

[see attached]

## DESCRIPTION OF A 0.538 ACRE WATERLINE EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

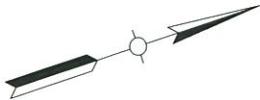
American Structurepoint, Inc.

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



1/18/2019  
Date

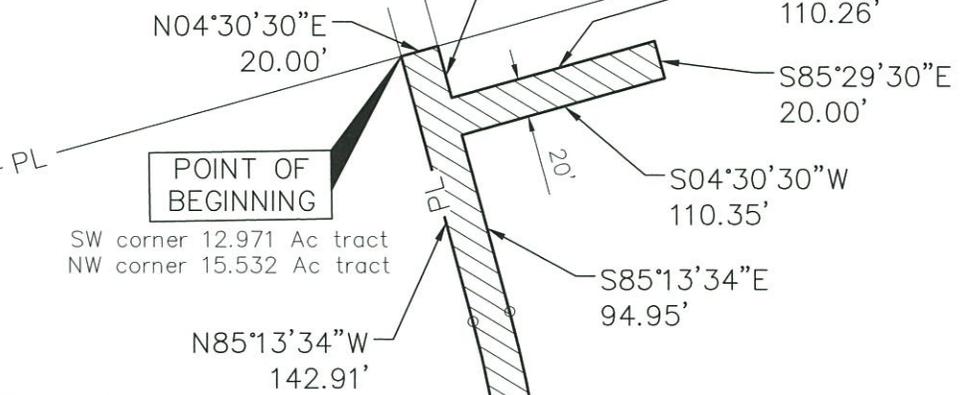
0.538 ACRE WATER LINE EASEMENT EXHIBIT  
 STATE OF OHIO, COUNTY OF FAIRFIELD, CITY OF CANAL WINCHESTER  
 SECTION 21, TOWNSHIP 15, RANGE 20, CONGRESS LANDS



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

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

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



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.



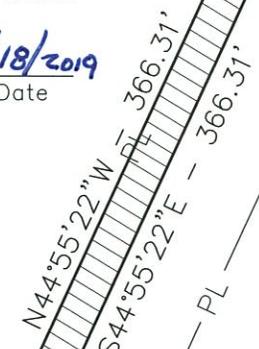
PID: 0420388720  
 WINCHESTER RIDGE TWO LLC  
 O.R. 1697, PG 1581  
 15.532 ACRES

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°55'39"W

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

S04°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 EDITED BY: BBINGHAM

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

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

1 of 1

**ORDINANCE NO. 19-009**

**AN ORDINANCE TO ACCEPT DEDICATION OF REAL PROPERTY**

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

GENERAL WARRANTY DEED

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

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

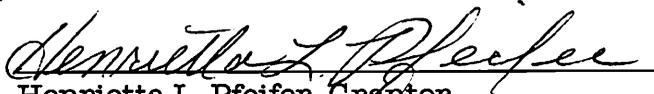
Being "Reserve D" of the Winchester Village, Section 2. As the same as numbered and outlined upon the recorded plat thereof, of record in plat book 77, page 71-75, Recorders Office, Franklin County, Ohio.

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

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

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

Signed on this 5 day of November, 2018.

  
Henrietta L. Pfeifer, Grantor

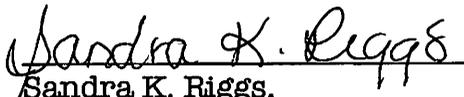
STATE OF OHIO  
COUNTY OF FRANKLIN

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

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



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

  
Sandra K. Riggs,  
Notary Public

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

Our Office

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Reference

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

ParcelID: 184-001686-00  
PFEIFER HENRIETTA L

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



Record Navigator

1 of 1

Actions

- Neighborhood Sales
- Proximity Search
- Buffer Search

Reports

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

Go

Social Media Links

**ORDINANCE NO. 19-011**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

**ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT**

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

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

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

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

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

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

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

Owner: City of Canal Winchester

BY: \_\_\_\_\_

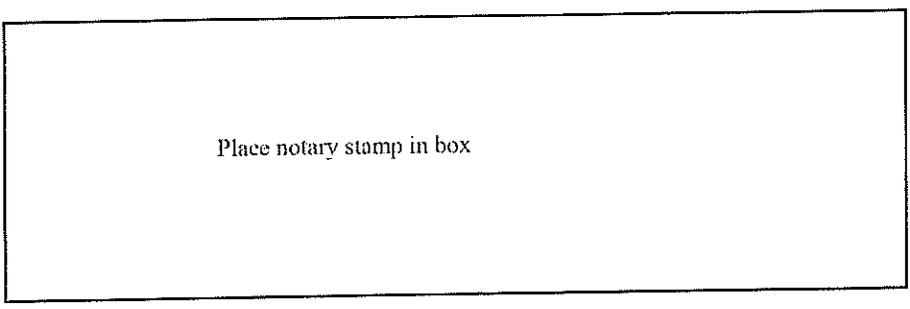
Printed Name: \_\_\_\_\_

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

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

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

.....  
Notary



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

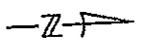
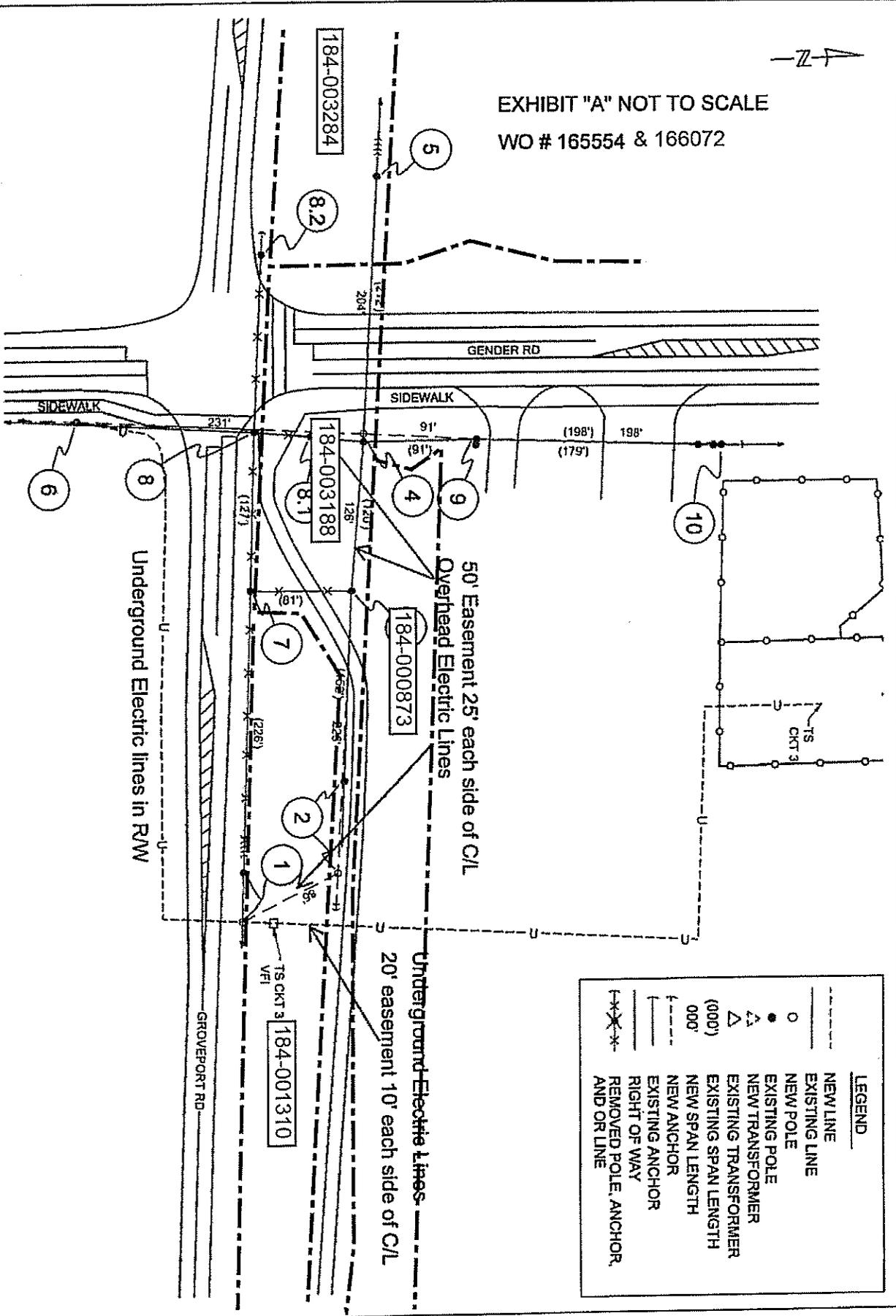


EXHIBIT "A" NOT TO SCALE  
 WO # 165554 & 166072



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



GROVESPORT RD  
 SOUTH CENTRAL POWER COMPANY  
 FRANKLIN COUNTY

DATE: 10-19-17  
 STAKED BY: T. KELLY

SCALE:  
 1" = 100'

JOB NUMBER: 36-030-006  
 SHEET 1 OF 1



**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



**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

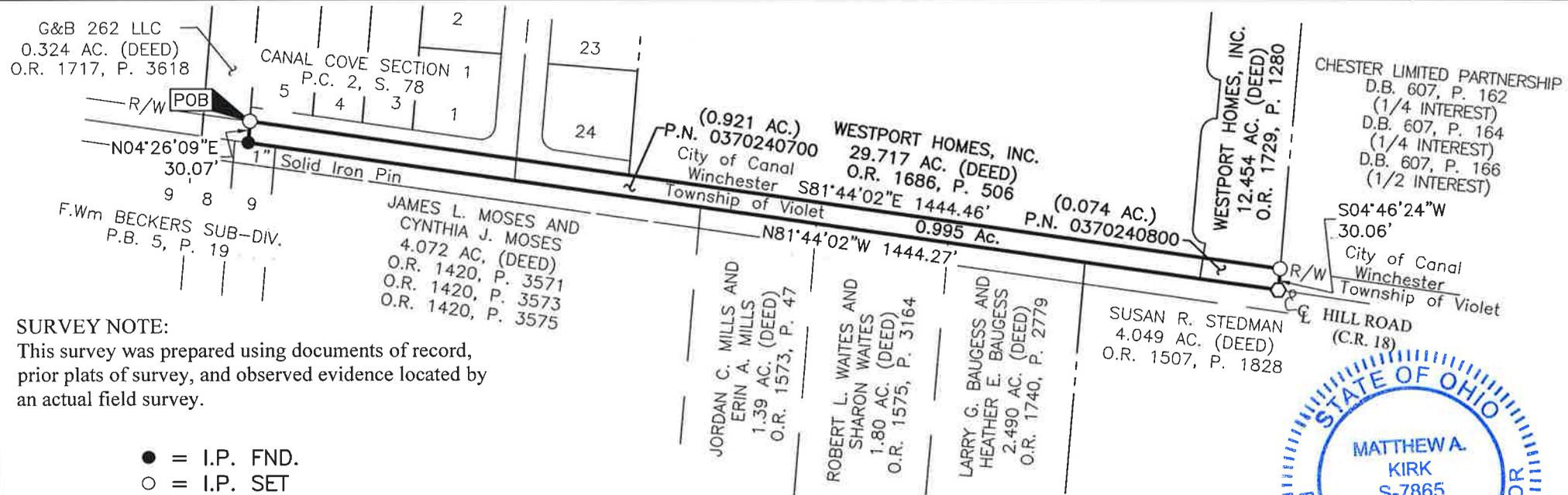
### CONGRESS LANDS

## 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

**ORDINANCE NO. 19-015**

**AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH COLUMBUS ASPHALT PAVING, INC. FOR THE CONSTRUCTION OF THE 2019 STREET PROGRAM PROJECT AND DECLARING AN EMERGENCY**

WHEREAS, it is the recommendation of the Municipal Engineer and the Construction Services Administrator to award the contract for the 2019 Street Program Project to Columbus Asphalt Paving, Inc.; and

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with Columbus Asphalt Paving, Inc. for the 2019 Street Program 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 enter into a contract on behalf of the City of Canal Winchester with Columbus Asphalt Paving, Inc. in the amount of \$653,569.90 for the 2019 Street Program Project.

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

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

**ORDINANCE NO. 19-016**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A DEMOLITION AGREEMENT WITH THE CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION TO PROVIDE FOR THE DEMOLITION OF 26 WEST WATERLOO STREET AND DECLARING AN EMERGENCY**

WHEREAS, the City desires to induce development of commercial property along West Waterloo Street; and

WHEREAS, a vacant and blighted single family home currently exists at 26 West Waterloo Street that has great potential for redevelopment; and

WHEREAS, the Central Ohio Community Improvement Corporation in its capacity as the designated land reutilization corporation for Franklin County, is in the business of demolishing vacant and blighted buildings;

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

Section 1: That Council hereby authorizes and directs the Mayor to enter into a Demolition Agreement with the Central Ohio Community Improvement Corporation, in a form acceptable to the Director of Law and with terms and conditions substantially similar to the Demolition Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

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

Section 3: That this ordinance hereby is declared to be an emergency measure, necessary for the preservation of the public health, safety and welfare and specifically for the reasons set forth in the preamble hereto; wherefore, this ordinance shall take effect and be in force from and after its passage.

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

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

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

\_\_\_\_\_  
MAYOR

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

APPROVED AS TO FORM:

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

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

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

## DEMOLITION AGREEMENT

This Demolition Agreement is made this \_\_\_\_\_ day of February 2019, by and between:

CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION,  
an Ohio non-profit corporation ("COCIC"),

and

CITY OF CANAL WINCHESTER, OHIO. ("Property Owner").

WHEREAS, Property Owner owns and holds title to the property known as Tax Parcel Number 184-000162 and situated at 26 West Waterloo Street, Canal Winchester, Ohio 43110 (the "Property"); and

WHEREAS, there is a vacant and blighted building on the Property, which Property Owner desires to be demolished; and

WHEREAS, COCIC, in its capacity as the designated land reutilization corporation for Franklin County, is in the business of demolishing vacant and blighted buildings; and

WHEREAS, COCIC is willing to demolish the building and other improvements on the Property under the conditions set forth below.

NOW THEREFORE, COCIC and Property Owner agree as follows:

1. **DEMOLITION AND REMEDIATION.** Using contractors it has selected, COCIC will (a) demolish the buildings, the other above-grade improvements and the associated foundations, but exclusive of those related to public utilities (the "Improvements") and (b) remediate any hazardous materials in the Improvements or released on to the Property as a result of such demolition activities, but not any other hazardous materials otherwise on, in or under the Property (collectively, the "Work"). The Work will be performed in accordance with the statutes, ordinances and regulations of the State of Ohio, the County of Franklin, the City of Columbus, and the U.S. and Ohio Environmental Protection Agencies.
2. **TREES AND LANDSCAPING.** COCIC shall have the right to remove any trees or other landscaping that it determines to be necessary or convenient for the efficient or practicable performance of the Work.
3. **PLACEMENT OF FILL.** COCIC will place fill in any excavation with standard topsoil and compact such fill using the construction equipment at the Property. Property Owner acknowledges that some settlement of the fill may later occur and that the Work does not include responding to any such settlement. Further, Property Owner acknowledges that such fill will likely not be suitable for new foundations or paving and that the Work does not include the extraordinary excavation and engineered fill or base required for foundations or paving.
4. **COMPLETION ACTIVITIES.** At the completion of the Work, all debris will be removed, all utilities previously serving the Improvements will be stubbed at the Property borders and the

portion of the Property materially disturbed by the Work will be leveled and seeded. The Work does not include the watering and other measures necessary to establish the turf.

5. **COST OF WORK.** All of the cost incurred by COCIC in the performance of the Work shall be borne by COCIC, without any reimbursement from Property Owner.

6. **DEMOLITION PERMIT.** A demolition permit will be required for the performance of the Work. COCIC will, acting through its contractor, reasonably pursue such permit. Property Owner shall, at COCIC's request, execute any permit application required by the issuing authority. COCIC shall pay any fee or post any bond required by the issuing authority. If COCIC determines that further pursuit of such permit will likely prove unsuccessful or that conditions will likely attach to such permit that are unreasonably burdensome, then COCIC may terminate this Agreement by notice to Property Owner.

7. **COMMUNITY APPROVALS.** Property Owner will reasonably pursue any such approvals, but COCIC shall generally support such effort and, at Property Owner's request, attend any meetings at which such approvals are under consideration. Property Owner and COCIC acknowledge that the necessary approvals may not be obtained without the timely and appropriate support and participation of Property Owner and COCIC. If COCIC determines that further pursuit of any such approvals will likely prove unsuccessful or that conditions will likely attach to such approval that are unreasonably burdensome, then COCIC may terminate this Agreement by notice to Property Owner.

8. **ADDITIONAL INFORMATION.** Property Owner acknowledges that COCIC is relying upon Property Owner's explanation regarding physical conditions at the Property and upon COCIC's own inspection of the same. If at any time prior to the commencement of demolition and remediation activities, COCIC determines that additional information regarding physical, environmental, engineering or other circumstances at the Property will likely cause the cost of performing the Work to be unreasonably burdensome, then COCIC may terminate this Agreement by notice to Property Owner.

9. **GOOD TITLE.** Property Owner acknowledges that COCIC is relying upon its belief that Property Owner has good and clear title to the Property and the power and authority to enter into this Agreement. If at any time prior to the commencement or during the course of the Work, COCIC determines that such title, power or authority is in doubt, then COCIC may, if demolition or remediation activities have not commenced, terminate this Agreement by notice to Property Owner, or if such activities have commenced, place the Property in a safe condition and otherwise suspend all work until such time as Property Owner has provided evidence satisfactory to COCIC of Property Owner's good and clear title, power and authority.

10. **LIABILITY.** COCIC agrees to indemnify and hold harmless Property Owner against and from any liability for claims for damages to or injury of persons or property or death of persons, arising out of COCIC's performance of this Agreement; provided, however, that COCIC shall not be liable for any claims or damages arising out of any failure of or defect in Property Owner's title, power or authority or relating to any damage or injury to the property of Property Owner. Property Owner acknowledges that it has been advised that it should consider obtaining insurance against such risk.

11. **LIENS.** COCIC agrees to indemnify and hold harmless Property Owner against and from any mechanic's and materialmen's liens filed against the Property that arise out of COCIC's performance of this Agreement.

12. CHOICE OF LAW AND VENUE. This Agreement is governed by the laws of the State of Ohio. Any claim or dispute that arises out of this Agreement, not otherwise resolved between the parties, shall be brought in the Franklin County Municipal Court or Franklin County Court of Common Pleas, and each party consents to the jurisdiction of those courts.

13. NOTICE. Any notice required or permitted to be given under this Agreement shall be given by registered or certified mail, return receipt requested, with postage fully prepaid, and addressed as set forth below. Any notice returned as "unclaimed" or "refused" shall be deemed received by the addressee.

If to COCIC:

President  
Central Ohio Community Improvement  
Corporation  
845 Parsons Avenue  
Columbus, OH 43206

If to Property Owner:

Development Director  
City of Canal Winchester  
36 South High Street  
Canal Winchester, OH 43110

14. SPECIAL PROVISIONS. This Agreement is a standard form used by COCIC for its demolition and remediation activities. Any special provisions with respect to the demolition and remediation on the Property are set forth at the conclusion of this Agreement and, in the event of any conflict or inconsistency between this standard form and such special provisions, the special provisions shall control and prevail.

15. ENTIRE AGREEMENT. This represents the entire agreement between the parties and supersedes prior negotiations, representations and agreements, either written or oral. This Agreement may be amended or modified only by a written agreement signed by the parties.

IN WITNESS WHEREOF, COCIC and Property Owner have executed this Agreement, to be effective as of the date set forth in the first paragraph of this Agreement

COCIC:

CENTRAL OHIO COMMUNITY  
IMPROVEMENT CORPORATION

By: 

Curtiss L. Williams, Sr.

Its: President/CEO

PROPERTY OWNER:

CITY OF CANAL WINCHESTER, OHIO

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

Lucas Haire

Its: Development Director

**ORDINANCE NO. 19-017**

**AN ORDINANCE TO ACCEPT THE DEDICATION OF REAL PROPERTY FROM WATERLOO CROSSING OP LLC.**

WHEREAS, Waterloo Crossing OP LLC, is the owner of property located at O Canal Street identified as Parcel Numbers 184-002666 and 184-002989 which will be intended for public use; and,

WHEREAS, Waterloo Crossing OP LLC desires to dedicate the 1.2-acre and 0.875-acre parcels of land to the City of Canal Winchester pursuant to a rezoning ordinance requirement passed as Ordinance 27-00 on June 5, 2000 for potential right-of-way and storm water 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 the 1.2-acre parcel of land described in Exhibit A and depicted in Exhibit B and accept and dedicate the 0.875-acre parcel 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 Waterloo Crossing OP LLC, evidencing the acceptance of the parcel and 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

STATE OF OHIO

COUNTY OF FRANKLIN

**LIMITED WARRANTY DEED**

**THIS INDENTURE** is made as of \_\_\_\_\_, 2019, between **WATERLOO CROSSING OP, LLC**, an Ohio limited liability company, c/o Casto, 250 Civic Center Drive, Suite 500, Columbus, Ohio 43215 (herein called "Grantor"), and **CITY OF CANAL WINCHESTER**, an Ohio municipal corporation, 36 South High Street, Canal Winchester, Ohio 43110 (herein called "Grantee").

**WITNESSETH:** That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, alienated, conveyed and confirmed and by these presents does grant, bargain, sell, alienate, convey and confirm unto Grantee all that tract or parcel of land described on Exhibit "A", attached hereto and made a part hereof.

**TO HAVE AND TO HOLD** the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behoof of Grantee, forever, **IN FEE SIMPLE**, reserving, however, in favor of Grantor, its successors and assigns, easements more particularly described on Exhibit "B" attached hereto and made a part hereof, for the benefit of those certain parcels described on Exhibit "D-1" attached hereto and made a part hereof.

This deed and the warranty of title contained herein are made expressly subject to the rights of tenants under unrecorded leases; the lien of all ad valorem real estate taxes and assessments not yet due and payable; local, state and federal laws, ordinances or governmental regulations, including but not limited to building and zoning laws, ordinances and regulations; all matters of record encumbering the property, including but not limited to those items set forth on Exhibit "C" attached hereto and made a part hereof; and the deed restrictions set forth on Exhibit "D" attached hereto and made a part hereof.

Grantor will warrant and forever defend the right and title to the above described property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

(The words "Grantor" and "Grantee" include all genders, plural and singular, and their respective heirs, successors and assigns where the context requires or permits.)

**WATERLOO CROSSING OP, LLC**, an Ohio limited liability company

By: CRI Holdings, Inc., an Ohio corporation,  
Its Managing Member

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

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

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

State of Ohio  
County of Franklin

The foregoing was acknowledged before me, a Notary Public, in and for said county, by \_\_\_\_\_, who is personally known to me and who is the \_\_\_\_\_ of CRI Holdings, Inc., an Ohio corporation, Managing Member of WATERLOO CROSSING OP, LLC, an Ohio limited liability company, on behalf of the limited liability company, this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

This instrument prepared by: Louis Visco, Esq.  
Casto  
250 Civic Center Drive, Suite 500  
Columbus, Ohio 43215

After recordation return to: Eugene L. Hollins, Esq.  
Frost Brown Todd LLC  
10 West Broad Street, Suite 2300  
Columbus, Ohio 43215

**EXHIBIT "A"**

**GRANTEE PROPERTY**

**BOUNDARY DESCRIPTION FOR  
0.875 ACRE  
East of Gender Road  
South of Winchester Boulevard**

Situated in the State of Ohio, County of Franklin, ~~City~~ of Canal Winchester, Section 25, Township 11, Range 21, Congress Lands and being out of the remainder of that 68.985 acre tract conveyed to Trine Street Investors, Ltd. of record in Instrument Number 200302260056380 and described as follows:

*Beginning* at an iron pin set marking the easterly terminus of the northerly right-of-way line for Canal Street as shown on Plat Book 102, Page 38;

thence with said northerly right-of-way line, being a curve to the left, having a central angle of 03° 13' 24", a radius of 635.00 feet and an arc length of 35.72 feet, a chord bearing and chord distance of North 74° 56' 22" West, 35.72 feet to an iron pin set;

thence across of said 68.985 acre tract, the follow courses;

North 59° 13' 23" East, 88.41 feet to an iron pin set;

North 67° 42' 23" East, 61.89 feet to an iron pin set;

North 56° 26' 25" East, 34.02 feet to an iron pin set;

North 69° 16' 25" East, 42.09 feet to an iron pin set;

North 84° 20' 25" East, 63.43 feet to an iron pin set;

South 82° 48' 22" East, 28.46 feet to an iron pin set;

North 83° 02' 26" East, 50.37 feet to an iron pin set in a westerly line of that 24.628 acre tract conveyed to Wal-Mart Real Estate Business Trust of record in Instrument Number 200307110212169;

thence South 04° 44' 57" West, with said westerly line, 93.33 feet to an iron pin set marking the southwesterly corner thereof, in a northerly line of that 27.834 acre tract conveyed to Trine Street Investors, Ltd. of record in Instrument Number 200302260056382;

thence South 69° 26' 03" West, with said northerly line, 332.96 feet to an iron pin set marking the southeasterly corner of Parcel 4 as shown in the deed to Waterloo Crossing Limited of record in Instrument Number 200307310240491;

thence North 20° 33' 57" West, with the easterly line of said Parcel 4, 23.95 feet to an iron pin set at the easterly terminus of the southerly right-of-way line for said Canal Street as shown on Plat Book 102, Page 38;

BOUNDARY DESCRIPTION FOR  
0.875 ACRE  
-Page 2-

thence North 16° 40' 19" East, with said easterly terminus of Canal Street, 70.00 feet to the *Point of Beginning*. Containing 0.875 acre, more or less, from Auditor's Parcel 184-002628.

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.

This description is based on existing records and prior surveys and an actual field survey performed by EMH&T, Inc.

Bearings are based on the Ohio State Plane Coordinate System per NAD83 (1986 adjustment). Control for bearings was from coordinates of monuments FCGS 2270 (Reset) and FCGS 4452, having a bearing of North 04° 44' 36" East, as established by the Franklin County Engineering Department.

All references refer to the records of the Recorder's Office, Franklin County, Ohio.

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

*John C. Dodgion*  
John C. Dodgion  
Professional Surveyor No. 8069



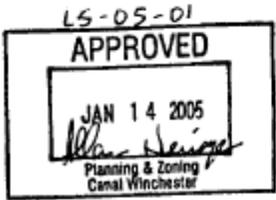
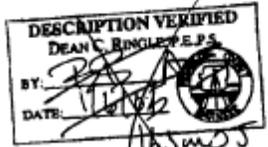
PARCEL A-1  
0-046-E  
ALL OF  
(184)  
002989



JCD:rbt/January 4, 05  
0.875 acres 42274.doc

046E  
SPLIT  
0.875 Ac  
FROM  
(184)  
2028

01/04/05



**PARCEL 4  
1.200 ACRE**

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

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

thence South  $04^{\circ} 44' 36''$  West, with said centerline, a distance of 1196.93 feet to a point;

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

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

South  $85^{\circ} 40' 02''$  East, a distance of 226.91 feet to an iron pin set at a point of curvature of a curve to the right; and

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

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

thence South  $69^{\circ} 26' 03''$  West, with the northerly line of said 27.834 acre tract, a distance of 43.67 feet to an iron pin set;

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

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

North  $00^{\circ} 27' 15''$  East, a distance of 145.56 feet to an iron pin set;

North  $07^{\circ} 36' 20''$  East, a distance of 100.12 feet to an iron pin set;

1.200 ACRE  
-2-

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

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

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

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

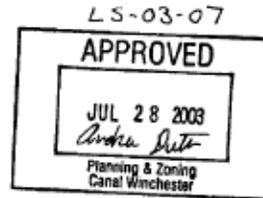
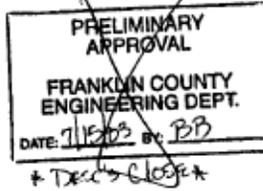
Bearings are based on the Ohio State Plane Coordinate System as per NAD83. Control for bearings was from coordinates of monuments FCGS 2270 & FCGS 4452 established by the Franklin County Engineering Department, using Global Positioning System procedures and equipment.

Parcel A-2  
0-046-E  
ALL OF  
(184)  
002666

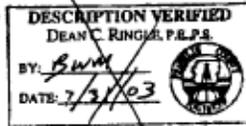
EVANS, MECHWART, HAMBLETON & TILTON, INC.

*CEW EVH 7/11/03*

Clark E. White  
Registered Surveyor No. 7868



SPLIT  
1.200  
OUT OF  
(184)  
2628



**EXHIBIT "B"**

**RESERVED STORM WATER DRAINAGE EASEMENT**

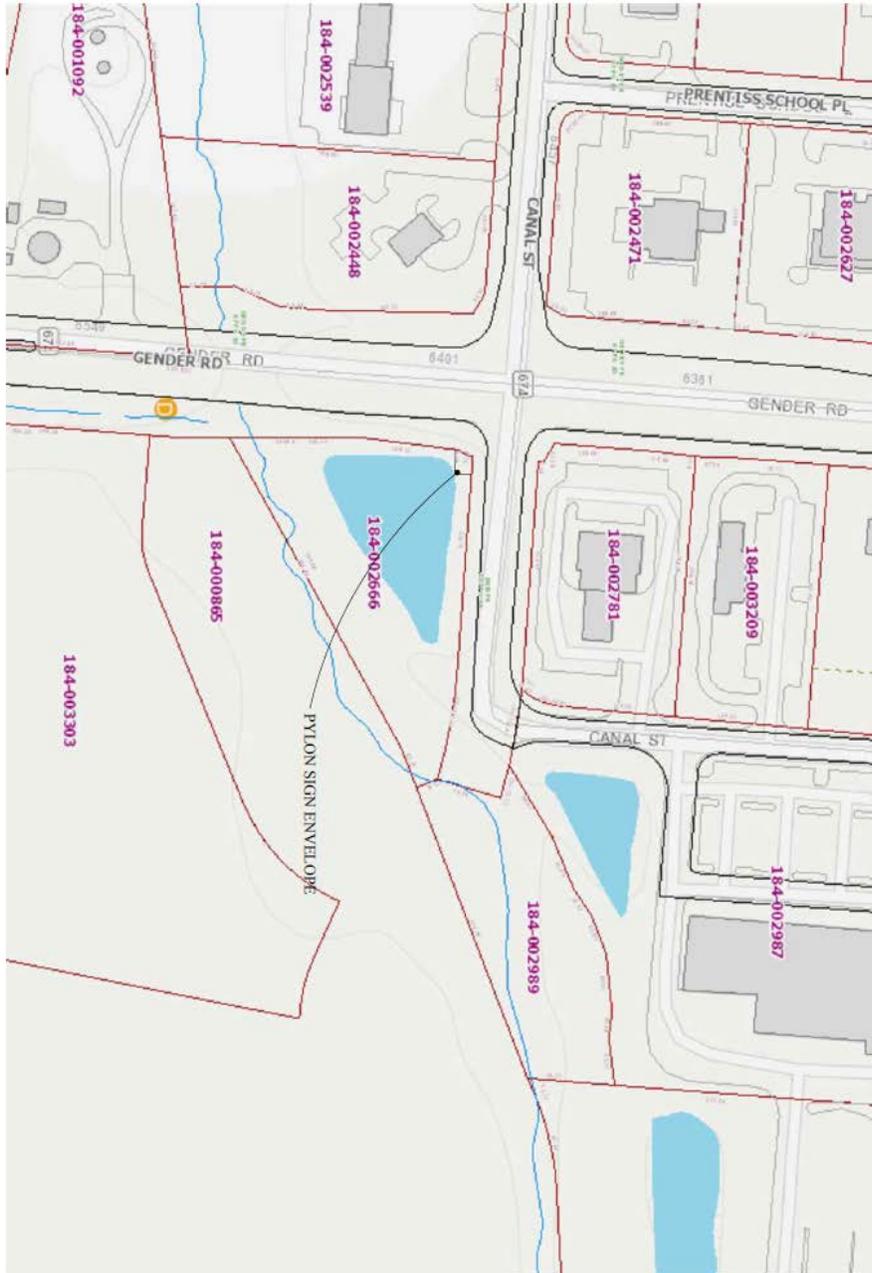
Grantor, for itself, its successors and assigns, reserves a perpetual exclusive easement ("Storm Water Drainage Easement") for the purpose of replacing, modifying, operating, accessing, and/or maintaining a storm water drainage system and/or other storm water drainage facilities (the "Storm Water Drainage System"), in, through, over and across the 1.20 acre portion of the real property described in the foregoing Exhibit "A" (the "Reserved Storm Water Drainage Easement Area"), the location of such easement area being generally depicted on Exhibit "B-1" attached hereto, together with ingress and egress thereto.

Grantor, its successors and assigns, shall have the right to ingress to and egress from the real property described in the foregoing Exhibit "A" (the "Grantee Property") occupied or to be occupied by said Storm Water Drainage System, and the right to do any and all things necessary, proper or incidental to the successful operation and maintenance thereof. Grantor, its successors and assigns, shall restore all property 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, modification, relocation, operation, inspection and maintenance of all facilities and improvements of Grantor, its successors and assigns, within the Reserved Storm Water Drainage Easement Area and rights-of-way.



**EXHIBIT "B-2"**

**PYLON SIGN ENVELOPE**



**CASTO**  
 200 Oak Creek Drive  
 624 228 5301  
 casto@casto.com



EXHIBIT B-2

DIMENSIONS	
NO.	FEET
1	25.00'
2	25.00'
3	25.00'
4	25.00'
5	25.00'
6	25.00'
7	25.00'
8	25.00'
9	25.00'
10	25.00'

**EXHIBIT "C"**

**PERMITTED ENCUMBERANCES**

1.

## EXHIBIT "D"

### SIGNAGE ENVELOPE DEED RESTRICTION

The Grantee Property shall be subject to the following restrictions, which shall be real covenants running with the land in perpetuity and shall be binding upon and enforceable against the Grantee Property and Grantee, its successors and assigns, and inure to the benefit of part of the real property described as the "Grantor Parcels" recorded at Recorder's Office, Franklin County, Ohio, as more specifically set forth on Exhibit "D-1", attached hereto and made a part hereof and be enforceable by Grantor, to wit:

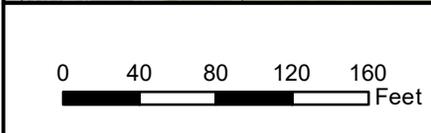
Grantee, its successors and assigns, may landscape the Grantee Property, but shall not construct any improvements which would or might restrict Grantor's, its successors or assigns' access to or use of the Storm Water Drainage System. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within the Reserved Storm Water Drainage Easement Area as delineated in the Exhibits; provided however, that Grantee shall have the right to (i) construct one (1) pylon sign within the perimeters of the building envelope ("Pylon Sign Envelope") as shown on the site plan attached hereto as Exhibit "B-2" and (ii) construct the Canal Street road improvements specifically identified in those certain Crossroads Church Roadway Extension Plans prepared by ADR & Associates, Ltd. of Newark, Ohio, stamped by engineers Ronald Bonnette and Justin Hartfield on September 25, 2018 and signed by City of Canal Winchester's Municipal Engineer on October 11, 2018.

Grantee's construction of one pylon sign on the Grantee Property which would be located outside the perimeters of the Pylon Sign Envelope" shall not be commenced without first receiving Grantor's written approval of such relocated building footprint area, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary contained herein, any sign constructed within the Pylon Sign Envelope shall not be subject to Grantor approval. Grantor's approval of Grantee's relocated sign footprint area shall not constitute a warranty or representation by Grantor as to the technical sufficiency or adequacy or safety of the structures or any of their component parts or of any physical condition or feature pertaining to the property described herein.

**EXHIBIT "D-1"**

**GRANTOR PARCELS**

ORD-19-017  
Exhibit B



**Exhibit B**



OSIP Imagery

## Monthly Mayor's Court Report

Canal Winchester Mayor's Court  
Cash Flow for February 2019

Page : 1  
Report Date : 03/01/2019  
Report Time : 08:30:01

	Current Period	Year-To-Date	Last Year-to-Date
<b>City Revenue From:</b>			
Court Costs			
Court Costs	\$1,461.00	\$2,054.00	\$3,306.65
Additional Costs	\$136.00	\$175.00	\$78.00
Fines			
Overpayment / Adjustment	\$10.00	\$10.00	\$0.00
City Revenue From Fines	\$3,720.00	\$5,941.00	\$10,989.00
Fees			
Fees	\$290.00	\$545.00	\$480.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$0.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
<b>Total to City:</b>	<b>\$5,617.00</b>	<b>\$8,725.00</b>	<b>\$14,853.65</b>
<b>State Revenue From:</b>			
Court Costs			
Court Costs	\$1,494.00	\$2,189.50	\$3,548.00
Fines			
Fines	\$0.00	\$0.00	\$40.00
Fees			
Fees	\$30.00	\$30.00	\$30.00
<b>Total to State:</b>	<b>\$1,524.00</b>	<b>\$2,219.50</b>	<b>\$3,618.00</b>
<b>Other Revenue From:</b>			
Court Costs			
Court Costs	\$42.00	\$61.50	\$108.00
Restitution			
Restitution	\$300.00	\$320.00	\$45.00
<b>Total to Other:</b>	<b>\$342.00</b>	<b>\$381.50</b>	<b>\$153.00</b>
<b>TOTAL REVENUE *</b>	<b>\$7,483.00</b>	<b>\$11,326.00</b>	<b>\$18,624.65</b>
*Includes credit card receipts of	\$1,368.00	\$2,713.00	\$3,550.00

END OF REPORT

# Ticket Summary

Canal Winchester Mayor's Court  
All tickets issued from 02/01/2019 through 02/28/2019

Page : 1  
Report Date : 03/01/2019  
Report Time : 08:31:43

<u>Ordinance</u>	<u>Description</u>	<u># Offenses</u>
313.010	TRAFFIC CONTROL DEVICES	4
331.160	RIGHT OF WAY AT INTERSECTIONS	1
331.170	RIGHT OF WAY WHEN TURNING LEFT	1
331.190	OPERATION OF VEH AT STOP SIGNS	1
331.220	FAIL TO YIELD/TURNING ONTO RD	1
331.340	FTC/FULL TIME ATT./WEAVING	5
333.030	SPEED	2
333.030A	ACDA	4
335.010	OL REQUIRED,RESTRICTION VIOL	1
335.010A1	EXPIRED DRIVERS LICENSE	1
335.020	PERMITTING OPERATION WITHOUT VALID LICENSE;	1
337.040	TAIL LIGHT/LICENSE PLATE LIGHT	1
501.100	COMPLICITY	2
509.030	DISORDERLY CONDUCT	1
513.040	POSSESS DRUG ABUSE INSTRUMENTS	2
513.120	DRUG PARAPHERNALIA	3
525.070	OBSTRUCTING OFFICIAL BUSINESS	2
525.090	RESISTING ARREST	1
529.020	UNDERAGE POSSESSION OF ALCOHOL	1
529.070	OPEN CONTAINER PROHIBITED	2
537.030	ASSAULT	1
541.050	CRIMINAL TRESPASS	3
545.050	THEFT	14
<b>Total Offenses for Time Period</b>		<b>55</b>
<b>Total Tickets for Time Period</b>		<b>42</b>

# COUNCIL UPDATE



February 28, 2019

Finance Department  
Amanda Jackson, Finance Director

## **Project Status:**

*2019 Pool Season* – We are preparing for this summer’s pool season already. We are currently reviewing our concession stand offerings and updating our membership system with this summer’s calendar. The goal is to have pool passes available for purchase starting mid-April.

*2018 Financial Statement Disclosures* – Just reminder that your 2018 Financial Statement Disclosures are due to the Ethics Commission by Wednesday, May 15, 2019. You can file electronically or print out a blank statement on the Ethics Commissions website.

*2020-2021 Elected Officials Salaries* – I am gathering survey information to distribute to Council and aid in your discussion of future salaries of elected officials. I should have that information for you by the beginning of April.

Beginning GL Balance:	21,574,433.09
Add: Cash Receipts	634,494.52
Less: Cash Disbursements	(440,332.36)
Less: Payroll Disbursements	(216,232.74)
Add: Journal Entries/Other	486,806.08

Ending GL Balance: 22,039,168.59

Ending Bank Balance:	22,101,718.23
Add: Miscellaneous Transactions	3,964.39
Add: Deposits in Transit	

O/S CHECKS PRIOR TO 1/1/15	(2,268.50)
O/S CREDIT CARD	100.00
UB PAYMENT POSTING ERROR	(15.25)
	<u>(2,183.75)</u>

Less: Outstanding Checks

AP Checks

Check Date	Check Number	Name	Amount
03/09/2016	50520	ANDREA FOX	45.00
04/06/2016	50617	KIMBERLY GRAHAM	100.00
10/12/2016	51583	WAYNE BRENGMAN	5.00
11/16/2016	51740	SARAH DENEN	100.00
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
01/17/2019	55200	C O A M C C	50.00
02/06/2019	55269	CANAL WINCHESTER AFTER PROM	2,000.00
02/06/2019	55275	CANAL WINCHESTER LACROSSE ASSOC	2,000.00
02/06/2019	55281	CARL WHEELER INC	7,000.00
02/06/2019	55301	FRIENDS FOR LIFE ANIMAL HAVEN	2,000.00
02/06/2019	55331	THE MISS CANAL WINCHESTER PAGEANT	750.00
02/13/2019	55358	NICOLE LONG	100.00
02/20/2019	55366	CARGILL, INCORPORATED	4,205.80
02/20/2019	55374	KARA WADE	100.00
02/27/2019	55388	AARON & HUR, INC.	770.00
02/27/2019	55389	ALMUR CONSTRUCTION INC.	465.00
02/27/2019	55390	DELTA DENTAL	2,922.30

Payroll Checks

Check Date	Check Number	Name	Amount
02/06/2019	EFT708	OPERS	19,613.61
02/21/2019	55386	COLONIAL LIFE INSURANCE	99.14
02/21/2019	EFT714	OPERS	19,292.43

Total - 23 Outstanding Checks:	64,330.28
Adjusted Bank Balance	22,039,168.59
Unreconciled Difference:	0.00

REVIEWED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	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	402,671.28	979,561.76	0.00	5,920,438.24
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	6,062.22	13,027.72	0.00	56,972.28
100-000-4301-00	LOCAL GOVERNMENT - COUNTY	75,000.00	75,000.00	7,511.12	13,755.50	0.00	61,244.50
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	0.00	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	0.00	(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	1,370.00	2,930.00	0.00	9,070.00
100-000-4512-00	PARK RENTAL FEES	500.00	500.00	0.00	320.00	0.00	180.00
100-000-4520-00	LOCAL COPIES	1,000.00	1,000.00	75.00	454.00	0.00	546.00
100-000-4600-00	WASTE MANAGEMENT FRANCHISE FEES	25,000.00	25,000.00	0.00	6,250.00	0.00	18,750.00
100-000-4601-00	CABLE TV FRANCHISE FEES	125,000.00	125,000.00	6,208.72	14,193.69	0.00	110,806.31
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	16,255.00	42,800.00	0.00	82,200.00
100-000-4621-00	ZONING PERMITS	25,000.00	25,000.00	3,486.00	7,040.00	0.00	17,960.00
100-000-4622-00	INSPECTION FEES	180,000.00	180,000.00	26,503.00	29,811.00	0.00	150,189.00
100-000-4623-00	SIDEWALK INSPECTION FEES	6,000.00	6,000.00	540.00	1,980.00	0.00	4,020.00
100-000-4624-00	PLAN REVIEW FEES	27,000.00	27,000.00	4,230.00	5,545.00	0.00	21,455.00
100-000-4625-00	ENGINEERING REVIEW FEES	32,000.00	32,000.00	0.00	4,300.00	0.00	27,700.00
100-000-4626-00	ROW APPLICATION FEES	8,000.00	8,000.00	1,055.00	3,735.00	0.00	4,265.00
100-000-4627-00	ADMINISTRATIVE FEES	22,000.00	22,000.00	4,452.20	11,704.00	0.00	10,296.00
100-000-4630-00	PARK LAND FEES	60,000.00	60,000.00	11,000.00	27,000.00	0.00	33,000.00
100-000-4631-00	STREET TREE FEES	40,000.00	40,000.00	6,750.00	11,655.00	0.00	28,345.00
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	3,058.00	7,935.00	0.00	87,065.00
100-000-4700-00	INTEREST	80,000.00	80,000.00	14,832.17	29,057.99	0.00	50,942.01
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	2,001.88	4,554.86	0.00	7,445.14
100-000-4850-00	INSURANCE CLAIMS	30,000.00	30,000.00	0.00	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	0.00	5,000.00	0.00	(5,000.00)
TOTAL REVENUES		8,777,700.00	8,777,700.00	518,061.59	1,222,465.72	0.00	7,555,234.28
Expenditures							
100-100-5347-00	PAYMENT TO POLITICAL SUBDIVISION	1,181,000.00	1,287,824.26	0.00	93,828.35	1,187,995.91	6,000.00
100-100-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,100.00	0.00	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	6,774.40	0.00	38,225.60
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	948.40	0.00	5,351.60
100-300-5210-00	MEDICARE	650.00	650.00	45.49	90.98	0.00	559.02
100-300-5220-00	WORKERS' COMPENSATION	800.00	800.00	0.00	(140.23)	0.00	940.23
100-300-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,023.73	4,608.49	21,692.61	698.90
100-300-5240-00	TRAVEL/TRANSPORTATION	100.00	100.00	0.00	0.00	0.00	100.00

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GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	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	189.50	1,567.47	310.00	12,665.50
100-300-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,100.00	95.89	95.89	575.00	429.11
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	10,223.12	19,626.32	0.00	106,373.68
100-301-5110-00	OVERTIME SALARIES	15,600.00	15,600.00	1,461.23	2,461.55	0.00	13,138.45
100-301-5200-00	PERS	20,000.00	20,000.00	1,521.02	2,977.51	0.00	17,022.49
100-301-5210-00	MEDICARE	2,100.00	2,100.00	168.90	336.62	0.00	1,763.38
100-301-5220-00	WORKERS' COMPENSATION	2,500.00	2,500.00	0.00	26.85	0.00	2,473.15
100-301-5230-00	INSURANCE PREMIUMS	66,000.00	66,000.00	4,261.48	9,582.77	43,505.23	12,912.00
100-301-5250-00	UNIFORMS/LICENSES	1,800.00	1,845.00	45.00	1,245.00	175.00	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	358.88	358.88	141.12	4,550.00
100-301-5349-00	MISCELLANEOUS CONTRACT SERVICES	20,000.00	28,170.00	170.00	8,500.00	8,500.00	19,500.00
100-301-5410-00	OPERATION AND MAINTENANCE	18,000.00	18,763.54	682.46	958.00	4,244.13	13,561.41
100-301-5500-00	CAPITAL OUTLAY	155,000.00	178,510.55	1,923.40	6,798.04	16,635.91	155,076.60
100-302-5320-00	PROFESSIONAL SERVICES	140,000.00	140,000.00	13,022.50	13,022.50	117,202.50	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	177.00	1,938.00	668.02	4,279.00
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	18,729.00	34,629.77	0.00	180,370.23
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	2,199.05	4,397.17	0.00	25,102.83
100-400-5210-00	MEDICARE	3,200.00	3,200.00	269.84	498.66	0.00	2,701.34
100-400-5220-00	WORKERS' COMPENSATION	3,800.00	3,800.00	0.00	67.82	0.00	3,732.18
100-400-5230-00	INSURANCE PREMIUMS	66,000.00	66,000.00	5,000.24	11,397.68	52,754.22	1,848.10
100-400-5240-00	TRAVEL/TRANSPORTATION	2,000.00	2,010.00	0.00	10.00	0.00	2,000.00
100-400-5250-00	UNIFORMS/LICENSES	300.00	315.00	15.00	15.00	0.00	300.00
100-400-5320-00	PROFESSIONAL SERVICES	175,000.00	224,204.77	12,853.60	19,623.30	106,743.45	97,838.02
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	5,000.00	14,325.25	120.00	1,604.75
100-400-5349-00	MISCELLANEOUS CONTRACT SERVICES	55,000.00	66,559.52	166.54	11,455.50	3,020.48	52,083.54
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	235.67	235.67	1,111.00	853.33
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	9,192.00	17,171.20	0.00	104,828.80
100-410-5110-00	OVERTIME SALARIES	3,400.00	3,400.00	342.29	658.25	0.00	2,741.75
100-410-5200-00	PERS	17,000.00	17,000.00	1,137.00	2,270.31	0.00	14,729.69
100-410-5210-00	MEDICARE	1,800.00	1,800.00	138.25	267.23	0.00	1,532.77
100-410-5220-00	WORKERS' COMPENSATION	2,250.00	2,250.00	0.00	447.57	0.00	1,802.43
100-410-5230-00	INSURANCE PREMIUMS	39,100.00	39,100.00	3,003.71	4,919.54	31,399.74	2,780.72
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	15.00	615.00	0.00	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	(250.00)	(250.00)	6,000.00	11,750.00
100-410-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	15.00	15.00	15.00	470.00
100-410-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,280.07	288.57	1,024.10	1,832.85	2,423.12
100-410-5410-02	FLOWERS/MULCH/STAB OPERATION AND MAINTEN	15,000.00	15,126.80	15.99	453.04	4,200.00	10,473.76
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	9,917.76	18,676.64	0.00	116,323.36
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	1,318.49	2,465.86	0.00	15,634.14
100-500-5210-00	MEDICARE	2,000.00	2,000.00	140.92	264.10	0.00	1,735.90

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GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	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	0.00	464.52	0.00	1,935.48
100-500-5230-00	INSURANCE PREMIUMS	34,250.00	34,250.00	2,009.48	4,594.24	21,812.61	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	15.00	15.00	0.00	200.00
100-500-5320-00	PROFESSIONAL SERVICES	65,000.00	65,000.00	10,000.00	10,000.00	50,000.00	5,000.00
100-500-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	0.00	0.00	850.00	1,150.00
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	0.00	5,487.82	170.00	1,342.18
100-500-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,065.00	0.00	0.00	315.00	750.00
100-500-5410-00	OPERATION AND MAINTENANCE	3,000.00	3,090.00	0.00	67.56	1,075.00	1,947.44
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	7,855.30	0.00	39,394.70
100-501-5110-00	OVERTIME SALARIES	0.00	0.00	26.99	26.99	0.00	(26.99)
100-501-5200-00	PERS	11,500.00	11,500.00	724.02	1,435.51	0.00	10,064.49
100-501-5210-00	MEDICARE	700.00	700.00	59.11	115.79	0.00	584.21
100-501-5220-00	WORKERS' COMPENSATION	850.00	850.00	0.00	(8.29)	0.00	858.29
100-501-5230-00	INSURANCE PREMIUMS	71,000.00	71,000.00	3,842.39	9,180.98	45,163.20	16,655.82
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	0.00	390.00	11,300.00	10.00
100-501-5325-00	TRAINING/EDUCATION	1,500.00	1,575.00	0.00	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	219.00	131.00
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	7,174.40	0.00	39,825.60
100-510-5110-00	OVERTIME SALARIES	2,600.00	2,600.00	0.00	201.78	0.00	2,398.22
100-510-5200-00	PERS	7,000.00	7,000.00	502.20	1,032.65	0.00	5,967.35
100-510-5210-00	MEDICARE	725.00	725.00	50.73	104.39	0.00	620.61
100-510-5220-00	WORKERS' COMPENSATION	900.00	900.00	0.00	35.82	0.00	864.18
100-510-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,023.73	4,608.49	21,792.61	598.90
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	0.00	1,063.20	12,950.00	2,563.70
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	0.00	100.00	650.00	50.00
100-510-5400-00	OFFICE SUPPLIES AND MATERIALS	3,000.00	3,671.17	0.00	89.16	980.00	2,602.01
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	13,179.60	24,619.60	0.00	127,380.40
100-520-5200-00	PERS	21,000.00	21,000.00	1,573.63	3,147.16	0.00	17,852.84
100-520-5210-00	MEDICARE	2,200.00	2,200.00	185.45	345.68	0.00	1,854.32
100-520-5220-00	WORKERS' COMPENSATION	2,700.00	2,700.00	0.00	92.76	0.00	2,607.24
100-520-5230-00	INSURANCE PREMIUMS	54,000.00	54,000.00	4,047.46	9,216.98	43,585.20	1,197.82
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	30.00	30.00	0.00	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	0.00	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	805.04	1,652.23	12,883.66	28,343.29
100-520-5400-00	OFFICE SUPPLIES AND MATERIALS	1,500.00	1,697.00	0.00	283.61	740.00	673.39
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	3,770.91	7,409.97	0.00	40,590.03
100-521-5200-00	PERS	6,750.00	6,750.00	527.93	1,037.39	0.00	5,712.61
100-521-5210-00	MEDICARE	700.00	700.00	54.67	107.44	0.00	592.56
100-521-5220-00	WORKERS' COMPENSATION	850.00	850.00	0.00	36.84	0.00	813.16
100-521-5230-00	INSURANCE PREMIUMS	8,000.00	8,000.00	62.25	62.25	220.00	7,717.75

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GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-521-5240-00	TRAVEL/TRANSPORTATION	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00
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	0.00	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	0.00	354.00	2,846.00	1,800.00
100-521-5400-00	OFFICE SUPPLIES AND MATERIALS	300.00	300.00	30.68	30.68	199.32	70.00
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	7,660.80	0.00	44,339.20
100-530-5110-00	OVERTIME SALARIES	3,600.00	3,600.00	646.38	1,687.77	0.00	1,912.23
100-530-5200-00	PERS	7,500.00	7,500.00	626.75	1,308.80	0.00	6,191.20
100-530-5210-00	MEDICARE	800.00	800.00	63.63	138.79	0.00	661.21
100-530-5220-00	WORKERS' COMPENSATION	1,000.00	1,000.00	0.00	39.77	0.00	960.23
100-530-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,042.63	4,627.39	21,692.61	680.00
100-530-5250-00	UNIFORMS/LICENSES	600.00	617.50	17.50	417.50	0.00	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	555.00	1,345.56	733.50	6,323.66
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	0.00	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	0.00	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	118.94	2,523.22	14,881.06	0.00
100-531-5420-00	FLEET OPERATION AND MAINTENANCE	15,000.00	15,223.59	519.34	656.35	3,404.17	11,163.07
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	13,609.60	0.00	75,390.40
100-540-5110-00	OVERTIME SALARIES	6,400.00	6,400.00	882.06	1,316.51	0.00	5,083.49
100-540-5200-00	PERS	13,500.00	13,500.00	1,076.17	2,089.67	0.00	11,410.33
100-540-5210-00	MEDICARE	1,400.00	1,400.00	112.99	231.08	0.00	1,168.92
100-540-5220-00	WORKERS' COMPENSATION	1,700.00	1,700.00	0.00	(234.57)	0.00	1,934.57
100-540-5230-00	INSURANCE PREMIUMS	54,000.00	54,000.00	2,441.06	5,380.90	21,812.61	26,806.49
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	15.00	815.00	0.00	400.00
100-540-5300-00	UTILITIES	280,000.00	328,051.18	21,168.36	48,832.42	264,003.72	15,215.04
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	1,303.88	6,188.04	2,861.12	27,685.84
100-540-5349-00	MISCELLANEOUS CONTRACT SERVICES	37,000.00	42,125.00	3,890.00	3,890.00	24,230.10	14,004.90
100-540-5400-00	OFFICE SUPPLIES AND MATERIALS	44,000.00	45,045.79	322.70	667.04	30,888.18	13,490.57
100-540-5410-00	OPERATION AND MAINTENANCE	32,000.00	34,943.21	1,550.87	3,099.90	5,279.66	26,563.65
100-540-5431-00	FLAGS/BANNERS/SIGNS	10,000.00	11,890.00	0.00	0.00	2,390.00	9,500.00
100-540-5500-00	CAPITAL OUTLAY	60,000.00	91,230.00	15,233.69	27,198.71	10,810.98	53,220.31
100-540-5510-00	TECHNOLOGY CAPITAL OUTLAY	40,000.00	40,430.00	10,167.00	10,705.05	2,012.05	27,712.90
100-550-5100-00	REGULAR SALARIES	45,000.00	45,000.00	3,387.20	6,774.41	0.00	38,225.59
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	474.20	948.41	0.00	5,551.59
100-550-5210-00	MEDICARE	675.00	675.00	46.22	92.43	0.00	582.57
100-550-5220-00	WORKERS' COMPENSATION	800.00	800.00	0.00	8.11	0.00	791.89
100-550-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,023.73	4,608.49	21,792.61	598.90
100-550-5240-00	TRAVEL/TRANSPORTATION	500.00	500.00	0.00	0.00	500.00	0.00
100-550-5250-00	UNIFORMS/LICENSES	100.00	115.00	15.00	15.00	0.00	100.00
100-550-5325-00	TRAINING/EDUCATION	3,000.00	3,000.00	0.00	0.00	1,396.00	1,604.00
100-550-5327-00	COMMUNITY NEWSLETTER	3,500.00	4,962.38	342.29	342.29	2,857.71	1,762.38
100-550-5345-00	MEMBERSHIPS/SUBSCRIPTIONS	750.00	1,150.00	0.00	400.00	0.00	750.00
100-550-5400-00	OFFICE SUPPLIES AND MATERIALS	1,200.00	1,200.00	0.00	0.00	630.00	570.00
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	875.00	2,266.74	5,700.00	12,994.31

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
Expenditures							
100-551-5400-00	OFFICE SUPPLIES AND MATERIALS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
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	9,154.71	16,060.31	0.00	77,939.69
100-560-5200-00	PERS	12,250.00	12,250.00	938.78	1,877.56	0.00	10,372.44
100-560-5210-00	MEDICARE	1,350.00	1,350.00	129.11	228.52	0.00	1,121.48
100-560-5220-00	WORKERS' COMPENSATION	1,700.00	1,700.00	0.00	37.89	0.00	1,662.11
100-560-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,023.73	4,608.49	21,692.61	698.90
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	0.00	200.00	0.00	100.00
100-560-5320-00	PROFESSIONAL SERVICES	15,000.00	18,965.00	4,305.00	5,495.00	3,470.00	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	0.00	65.12	2,260.05	407.55
100-560-5400-00	OFFICE SUPPLIES AND MATERIALS	1,500.00	1,646.46	0.00	167.97	446.46	1,032.03
100-560-5410-00	OPERATION AND MAINTENANCE	2,500.00	3,322.50	69.38	69.38	1,690.87	1,562.25
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	483.90	1,742.43	19,126.54	7,848.35
100-570-5320-00	PROFESSIONAL SERVICES	225,000.00	271,753.14	20,293.03	35,572.74	198,000.00	38,180.40
100-570-5322-00	INCOME TAX COLLECTION FEES	190,000.00	190,000.00	11,670.34	25,313.29	0.00	164,686.71
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	4,000.00	4,000.00	8,000.00	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	7,633.89	7,633.89	27,300.10	7,066.01
100-570-5347-00	PAYMENT TO POLITICAL SUBDIVISION	625,000.00	696,810.65	4,852.58	69,929.82	500,122.76	126,758.07
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	74,425.00	389,425.00	0.00	669,825.00
100-600-5100-00	REGULAR SALARIES	127,000.00	127,000.00	11,633.58	21,584.76	0.00	105,415.24
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	1,312.32	2,624.63	0.00	14,875.37
100-600-5210-00	MEDICARE	1,850.00	1,850.00	166.52	308.66	0.00	1,541.34
100-600-5220-00	WORKERS' COMPENSATION	2,250.00	2,250.00	0.00	79.93	0.00	2,170.07
100-600-5230-00	INSURANCE PREMIUMS	30,100.00	30,100.00	2,073.76	4,658.52	21,752.61	3,688.87
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	15.00	15.00	0.00	600.00
100-600-5320-00	PROFESSIONAL SERVICES	100,000.00	189,574.90	20,885.93	21,526.43	143,130.72	24,917.75
100-600-5320-01	CONSTRUCTION PROFESSIONAL SERVICES	275,000.00	396,123.17	40,357.50	67,242.75	125,632.42	203,248.00
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	137.00	137.00	163.00	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	0.00	107,538.41	0.00	760,000.00
100-603-5340-00	OTHER CONTRACT SERVICES	20,000.00	22,215.00	717.74	1,221.10	5,368.90	15,625.00
100-603-5410-00	OPERATION AND MAINTENANCE	5,000.00	5,000.00	0.00	129.77	720.23	4,150.00
100-603-5500-00	CAPITAL OUTLAY	35,000.00	41,908.12	0.00	0.00	9,683.12	32,225.00
TOTAL EXPENDITURES		8,777,700.00	9,571,734.08	458,842.63	1,366,708.95	3,672,081.47	4,532,943.66
Fund 100 - GENERAL FUND:							
TOTAL REVENUES		8,777,700.00	8,777,700.00	518,061.59	1,222,465.72	0.00	7,555,234.28
TOTAL EXPENDITURES		8,777,700.00	9,571,734.08	458,842.63	1,366,708.95	3,672,081.47	4,532,943.66
NET OF REVENUES & EXPENDITURES		0.00	(794,034.08)	59,218.96	(144,243.23)	(3,672,081.47)	3,022,290.62
BEG. FUND BALANCE		8,816,605.62	8,816,605.62		8,816,605.62		

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 100 - GENERAL FUND							
END FUND BALANCE		8,816,605.62	8,022,571.54		8,672,362.39		
Fund 200 - STREET MAINTENANCE							
Revenues							
200-000-4322-00	AUTO LICENSE TAX	65,000.00	65,000.00	4,945.69	9,690.19	0.00	55,309.81
200-000-4323-00	GASOLINE TAX	275,000.00	275,000.00	23,461.67	46,127.00	0.00	228,873.00
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	47.96	0.00	1,952.04
TOTAL REVENUES		344,500.00	344,500.00	28,431.34	55,865.15	0.00	288,634.85
Expenditures							
200-601-5100-00	REGULAR SALARIES	150,000.00	150,000.00	9,308.41	18,351.30	0.00	131,648.70
200-601-5110-00	OVERTIME SALARIES	4,400.00	4,400.00	646.43	991.19	0.00	3,408.81
200-601-5200-00	PERS	21,000.00	21,000.00	1,273.68	2,559.96	0.00	18,440.04
200-601-5210-00	MEDICARE	2,300.00	2,300.00	140.87	282.21	0.00	2,017.79
200-601-5220-00	WORKERS' COMPENSATION	2,700.00	2,700.00	0.00	155.73	0.00	2,544.27
200-601-5230-00	INSURANCE PREMIUMS	54,100.00	54,100.00	4,047.46	9,216.98	43,385.22	1,497.80
200-601-5250-00	UNIFORMS/LICENSES	1,050.00	1,065.00	15.00	615.00	0.00	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	636.16	636.16	0.00	113.84
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	383.94	7,616.06
200-602-5411-00	FUEL	12,000.00	15,669.93	0.00	3,669.93	12,000.00	0.00
200-602-5420-00	FLEET OPERATION AND MAINTENANCE	12,000.00	12,253.84	831.08	952.60	4,955.72	6,345.52
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	0.00	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	0.00	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	697.23	1,455.12	9,866.32	23,441.46
200-603-5500-00	CAPITAL OUTLAY	15,000.00	19,012.00	0.00	3,077.11	0.00	15,934.89
200-604-5410-00	OPERATION AND MAINTENANCE	35,000.00	36,378.02	19,196.80	20,130.83	16,243.99	3.20
TOTAL EXPENDITURES		464,300.00	478,391.69	36,793.12	137,839.17	108,969.47	231,583.05
Fund 200 - STREET MAINTENANCE:							
TOTAL REVENUES		344,500.00	344,500.00	28,431.34	55,865.15	0.00	288,634.85
TOTAL EXPENDITURES		464,300.00	478,391.69	36,793.12	137,839.17	108,969.47	231,583.05
NET OF REVENUES & EXPENDITURES		(119,800.00)	(133,891.69)	(8,361.78)	(81,974.02)	(108,969.47)	57,051.80
BEG. FUND BALANCE		562,816.60	562,816.60		562,816.60		
END FUND BALANCE		443,016.60	428,924.91		480,842.58		
Fund 201 - STATE HIGHWAY							
Revenues							
201-000-4322-00	AUTO LICENSE TAX	5,200.00	5,200.00	401.00	785.69	0.00	4,414.31
201-000-4323-00	GASOLINE TAX	22,300.00	22,300.00	1,902.30	3,740.03	0.00	18,559.97
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	2,303.30	4,525.72	0.00	23,474.28

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GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 201 - STATE HIGHWAY							
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	0.00	328.36	2,662.64	11,859.00
201-603-5500-00	CAPITAL OUTLAY	5,000.00	10,000.00	0.00	3,834.89	0.00	6,165.11
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	0.00	4,163.25	6,369.09	23,467.66
Fund 201 - STATE HIGHWAY:							
TOTAL REVENUES		28,000.00	28,000.00	2,303.30	4,525.72	0.00	23,474.28
TOTAL EXPENDITURES		28,000.00	34,000.00	0.00	4,163.25	6,369.09	23,467.66
NET OF REVENUES & EXPENDITURES		0.00	(6,000.00)	2,303.30	362.47	(6,369.09)	6.62
BEG. FUND BALANCE		81,708.68	81,708.68		81,708.68		
END FUND BALANCE		81,708.68	75,708.68		82,071.15		
Fund 202 - COURT TECH FUND A							
Revenues							
202-000-4691-00	COMPUTER FEE	2,400.00	2,400.00	57.00	160.00	0.00	2,240.00
TOTAL REVENUES		2,400.00	2,400.00	57.00	160.00	0.00	2,240.00
Expenditures							
202-510-5340-00	OTHER CONTRACT SERVICES	1,200.00	1,200.00	0.00	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	0.00	892.50	435.00	2,472.50
Fund 202 - COURT TECH FUND A:							
TOTAL REVENUES		2,400.00	2,400.00	57.00	160.00	0.00	2,240.00
TOTAL EXPENDITURES		3,800.00	3,800.00	0.00	892.50	435.00	2,472.50
NET OF REVENUES & EXPENDITURES		(1,400.00)	(1,400.00)	57.00	(732.50)	(435.00)	(232.50)
BEG. FUND BALANCE		22,460.31	22,460.31		22,460.31		
END FUND BALANCE		21,060.31	21,060.31		21,727.81		
Fund 203 - COURT TECH FUND B							
Revenues							
203-000-4691-00	COMPUTER FEE	7,500.00	7,500.00	190.00	532.00	0.00	6,968.00
TOTAL REVENUES		7,500.00	7,500.00	190.00	532.00	0.00	6,968.00
Expenditures							
203-510-5340-00	OTHER CONTRACT SERVICES	1,400.00	1,400.00	0.00	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

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GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 203 - COURT TECH FUND B							
Expenditures							
TOTAL EXPENDITURES		3,000.00	3,000.00	0.00	892.50	435.00	1,672.50
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Fund 203 - COURT TECH FUND B:							
TOTAL REVENUES		7,500.00	7,500.00	190.00	532.00	0.00	6,968.00
TOTAL EXPENDITURES		3,000.00	3,000.00	0.00	892.50	435.00	1,672.50
NET OF REVENUES & EXPENDITURES		4,500.00	4,500.00	190.00	(360.50)	(435.00)	5,295.50
BEG. FUND BALANCE		15,442.66	15,442.66		15,442.66		
END FUND BALANCE		19,942.66	19,942.66		15,082.16		
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Fund 204 - PERMISSIVE TAX							
Revenues							
204-000-4324-00	PERMISSIVE AUTO LICENSE TAX	65,000.00	65,000.00	5,455.50	10,225.51	0.00	54,774.49
TOTAL REVENUES		65,000.00	65,000.00	5,455.50	10,225.51	0.00	54,774.49
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Expenditures							
204-603-5340-00	OTHER CONTRACT SERVICES	8,000.00	9,000.00	0.00	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	0.00	328.36	46,384.41	13,937.23
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Fund 204 - PERMISSIVE TAX:							
TOTAL REVENUES		65,000.00	65,000.00	5,455.50	10,225.51	0.00	54,774.49
TOTAL EXPENDITURES		59,650.00	60,650.00	0.00	328.36	46,384.41	13,937.23
NET OF REVENUES & EXPENDITURES		5,350.00	4,350.00	5,455.50	9,897.15	(46,384.41)	40,837.26
BEG. FUND BALANCE		129,125.25	129,125.25		129,125.25		
END FUND BALANCE		134,475.25	133,475.25		139,022.40		
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Fund 205 - BED TAX FUND							
Revenues							
205-000-4220-00	HOTEL/MOTEL TAX	70,000.00	70,000.00	6,062.23	13,027.74	0.00	56,972.26
TOTAL REVENUES		70,000.00	70,000.00	6,062.23	13,027.74	0.00	56,972.26
<hr/>							
Expenditures							
205-501-5351-00	BED TAX GRANT	35,000.00	37,000.00	22,200.00	24,200.00	2,000.00	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	22,200.00	24,200.00	37,000.00	10,800.00
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Fund 205 - BED TAX FUND:							
TOTAL REVENUES		70,000.00	70,000.00	6,062.23	13,027.74	0.00	56,972.26
TOTAL EXPENDITURES		70,000.00	72,000.00	22,200.00	24,200.00	37,000.00	10,800.00

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 205 - BED TAX FUND							
	NET OF REVENUES & EXPENDITURES	0.00	(2,000.00)	(16,137.77)	(11,172.26)	(37,000.00)	46,172.26
	BEG. FUND BALANCE	131,379.26	131,379.26		131,379.26		
	END FUND BALANCE	131,379.26	129,379.26		120,207.00		
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
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
Fund 209 - DILEY ROAD PITIE FUND:							
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	0.00	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	0.00	40,000.00	0.00	44,000.00

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 210 - GENDER ROAD TIF							
Fund 210 - GENDER ROAD TIF:							
	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	0.00	40,000.00	0.00	44,000.00
	NET OF REVENUES & EXPENDITURES	166,000.00	166,000.00	0.00	(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	0.00	380.00	0.00	2,120.00
	TOTAL REVENUES	2,500.00	2,500.00	0.00	380.00	0.00	2,120.00
Fund 211 - CEMETERY FUND:							
	TOTAL REVENUES	2,500.00	2,500.00	0.00	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	0.00	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	50,010.00	50,010.00	0.00	(10.00)
	TOTAL REVENUES	50,000.00	50,000.00	50,010.00	50,010.00	0.00	(10.00)
Fund 212 - MCGILL PARK FUND:							
	TOTAL REVENUES	50,000.00	50,000.00	50,010.00	50,010.00	0.00	(10.00)
	TOTAL EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & EXPENDITURES	50,000.00	50,000.00	50,010.00	50,010.00	0.00	(10.00)
	BEG. FUND BALANCE	105,000.00	105,000.00		105,000.00		
	END FUND BALANCE	155,000.00	155,000.00		155,010.00		
Fund 300 - GENERAL OBLIGATION BONDS							
Revenues							
300-000-4900-00	TRANSFER IN	1,059,250.00	1,059,250.00	74,425.00	389,425.00	0.00	669,825.00
	TOTAL REVENUES	1,059,250.00	1,059,250.00	74,425.00	389,425.00	0.00	669,825.00
Expenditures							
300-571-5600-00	DEBT PRINCIPAL	944,500.00	944,500.00	0.00	258,195.11	685,695.13	609.76
300-571-5610-00	DEBT INTEREST	114,750.00	114,750.00	0.00	54,881.39	59,017.00	851.61
	TOTAL EXPENDITURES	1,059,250.00	1,059,250.00	0.00	313,076.50	744,712.13	1,461.37

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 300 - GENERAL OBLIGATION BONDS							
Fund 300 - GENERAL OBLIGATION BONDS:							
TOTAL REVENUES		1,059,250.00	1,059,250.00	74,425.00	389,425.00	0.00	669,825.00
TOTAL EXPENDITURES		1,059,250.00	1,059,250.00	0.00	313,076.50	744,712.13	1,461.37
NET OF REVENUES & EXPENDITURES		0.00	0.00	74,425.00	76,348.50	(744,712.13)	668,363.63
BEG. FUND BALANCE		57,036.24	57,036.24		57,036.24		
END FUND BALANCE		57,036.24	57,036.24		133,384.74		
Fund 400 - CAPITAL IMPROVEMENTS							
Revenues							
400-700-4700-00	INTEREST	500.00	500.00	34.66	73.02	0.00	426.98
TOTAL REVENUES		500.00	500.00	34.66	73.02	0.00	426.98
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
Fund 400 - CAPITAL IMPROVEMENTS:							
TOTAL REVENUES		500.00	500.00	34.66	73.02	0.00	426.98
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)	34.66	73.02	(23,750.00)	(152,097.30)
BEG. FUND BALANCE		175,774.28	175,774.28		175,774.28		
END FUND BALANCE		(3,725.72)			175,847.30		
Fund 401 - ISSUE 2 / CDBG GRANTS							
Revenues							
401-000-4340-00	STATE GRANTS	0.00	0.00	205,759.81	205,759.81	0.00	(205,759.81)
TOTAL REVENUES		0.00	0.00	205,759.81	205,759.81	0.00	(205,759.81)
Expenditures							
401-600-5501-00	CONSTRUCTION CAPITAL OUTLAY	0.00	1,307,504.59	205,759.81	118,584.09	1,101,744.78	87,175.72
TOTAL EXPENDITURES		0.00	1,307,504.59	205,759.81	118,584.09	1,101,744.78	87,175.72
Fund 401 - ISSUE 2 / CDBG GRANTS:							
TOTAL REVENUES		0.00	0.00	205,759.81	205,759.81	0.00	(205,759.81)
TOTAL EXPENDITURES		0.00	1,307,504.59	205,759.81	118,584.09	1,101,744.78	87,175.72
NET OF REVENUES & EXPENDITURES		0.00	(1,307,504.59)	0.00	87,175.72	(1,101,744.78)	(292,935.53)
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	137,684.24	236,979.58	0.00	1,278,020.42
500-000-4532-00	BULK WATER CHARGES	3,000.00	3,000.00	110.00	140.00	0.00	2,860.00

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 500 - WATER							
Revenues							
500-000-4533-00	CELLULAR ANTENNA RENT	35,000.00	35,000.00	3,013.40	4,876.80	0.00	30,123.20
500-000-4670-00	WATER METER FEES	0.00	0.00	1,000.00	2,800.00	0.00	(2,800.00)
500-000-4810-00	MISCELLANEOUS	500.00	500.00	11.99	23.99	0.00	476.01
TOTAL REVENUES		1,553,750.00	1,553,750.00	141,819.63	244,820.37	0.00	1,308,929.63
Expenditures							
500-800-5100-00	REGULAR SALARIES	310,000.00	310,000.00	27,687.38	50,988.64	0.00	259,011.36
500-800-5110-00	OVERTIME SALARIES	12,700.00	12,700.00	205.68	1,408.20	0.00	11,291.80
500-800-5200-00	PERS	44,000.00	44,000.00	3,233.84	6,609.12	0.00	37,390.88
500-800-5210-00	MEDICARE	4,700.00	4,700.00	403.93	778.97	0.00	3,921.03
500-800-5220-00	WORKERS' COMPENSATION	5,600.00	5,600.00	0.00	107.69	0.00	5,492.31
500-800-5230-00	INSURANCE PREMIUMS	115,000.00	115,000.00	7,916.25	16,504.97	75,325.81	23,169.22
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	22.50	1,422.50	0.00	975.00
500-800-5320-00	PROFESSIONAL SERVICES	10,000.00	12,147.40	784.06	1,632.93	10,000.00	514.47
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	528.13	615.99	3,471.87	249.53
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	1,696.42	4,353.42	3,700.00	1,946.58
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	69.74	69.74	4,950.26	3,035.00
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	0.00	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	0.00	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	221.04	352.03	3,106.97	9,041.00
500-801-5410-00	OPERATION AND MAINTENANCE	30,000.00	31,648.93	101.72	845.53	4,029.85	26,773.55
500-801-5410-01	CHEMICALS	280,000.00	295,791.43	30,017.75	41,549.83	89,385.80	164,855.80
500-801-5500-00	CAPITAL OUTLAY	75,000.00	81,505.00	0.00	5,359.56	1,145.44	75,000.00
500-802-5300-00	UTILITIES	95,000.00	103,156.53	2,207.74	9,725.00	86,509.65	6,921.88
500-802-5340-00	OTHER CONTRACT SERVICES	20,000.00	77,765.75	489.93	620.93	62,249.59	14,895.23
500-802-5347-00	PAYMENT TO POLITICAL SUBDIVISION	125,000.00	132,759.32	7,597.67	14,900.83	117,858.49	0.00
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	1,456.49	1,698.19	4,162.30	24,913.01
500-802-5411-00	FUEL	5,500.00	8,011.38	548.91	1,880.48	4,610.33	1,520.57
500-802-5420-00	FLEET OPERATION AND MAINTENANCE	2,000.00	2,135.00	0.00	75.00	653.64	1,406.36
500-802-5500-00	CAPITAL OUTLAY	110,000.00	135,750.00	25,747.50	25,747.50	368.00	109,634.50
TOTAL EXPENDITURES		1,588,500.00	1,717,859.13	110,936.68	304,262.01	605,895.88	807,701.24
Fund 500 - WATER:							
TOTAL REVENUES		1,553,750.00	1,553,750.00	141,819.63	244,820.37	0.00	1,308,929.63
TOTAL EXPENDITURES		1,588,500.00	1,717,859.13	110,936.68	304,262.01	605,895.88	807,701.24
NET OF REVENUES & EXPENDITURES		(34,750.00)	(164,109.13)	30,882.95	(59,441.64)	(605,895.88)	501,228.39
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		1,398,845.48		
Fund 501 - WATER CONNECTIONS							
Revenues							
501-000-4531-00	CAPACITY FEES	200,000.00	200,000.00	78,679.02	111,191.02	0.00	88,808.98

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 501 - WATER CONNECTIONS							
Revenues							
TOTAL REVENUES		200,000.00	200,000.00	78,679.02	111,191.02	0.00	88,808.98
Expenditures							
501-800-5600-00	DEBT PRINCIPAL	72,750.00	72,750.00	0.00	36,117.19	36,413.89	218.92
501-800-5610-00	DEBT INTEREST	12,000.00	12,000.00	0.00	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	0.00	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	0.00	61,877.73	184,246.91	313,489.54
Fund 501 - WATER CONNECTIONS:							
TOTAL REVENUES		200,000.00	200,000.00	78,679.02	111,191.02	0.00	88,808.98
TOTAL EXPENDITURES		397,750.00	559,614.18	0.00	61,877.73	184,246.91	313,489.54
NET OF REVENUES & EXPENDITURES		(197,750.00)	(359,614.18)	78,679.02	49,313.29	(184,246.91)	(224,680.56)
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		1,863,719.86		
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	201,721.98	343,785.21	0.00	1,431,214.79
510-000-4810-00	MISCELLANEOUS	500.00	500.00	11.99	23.97	0.00	476.03
TOTAL REVENUES		1,775,750.00	1,775,750.00	201,733.97	343,809.18	0.00	1,431,940.82
Expenditures							
510-810-5100-00	REGULAR SALARIES	307,500.00	307,500.00	30,534.34	53,425.43	0.00	254,074.57
510-810-5110-00	OVERTIME SALARIES	13,500.00	13,500.00	1,006.54	2,224.05	0.00	11,275.95
510-810-5200-00	PERS	43,000.00	43,000.00	3,288.60	6,608.63	0.00	36,391.37
510-810-5210-00	MEDICARE	4,700.00	4,700.00	449.48	811.46	0.00	3,888.54
510-810-5220-00	WORKERS' COMPENSATION	5,600.00	5,600.00	0.00	(136.50)	0.00	5,736.50
510-810-5230-00	INSURANCE PREMIUMS	136,000.00	136,000.00	10,197.36	23,121.14	110,222.72	2,656.14
510-810-5250-00	UNIFORMS/LICENSES	2,375.00	2,382.50	7.50	1,407.50	0.00	975.00
510-810-5320-00	PROFESSIONAL SERVICES	10,000.00	12,147.40	784.06	1,632.93	10,000.00	514.47
510-810-5325-00	TRAINING/EDUCATION	2,000.00	2,000.00	420.00	420.00	0.00	1,580.00
510-810-5326-00	BILL PRINTING/MAILING SERVICES	4,000.00	4,337.39	528.13	615.99	3,471.87	249.53
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	1,696.42	4,353.42	3,600.00	2,046.58
510-810-5348-00	STATE OPERATING FEES	8,000.00	8,000.00	1,085.78	6,285.78	0.00	1,714.22
510-810-5349-00	MISCELLANEOUS CONTRACT SERVICES	5,500.00	5,500.00	730.00	730.00	4,770.00	0.00
510-810-5400-00	OFFICE SUPPLIES AND MATERIALS	8,000.00	8,055.00	0.00	0.00	4,790.00	3,265.00
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	0.00	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	0.00	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	3,434.36	21,499.34	184,120.83	1,042.27
510-811-5310-00	COMMUNICATIONS/PRINTING/ADVERTISING	5,000.00	6,090.94	225.73	548.21	2,774.27	2,768.46

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 510 - SEWER							
Expenditures							
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	7,000.00	15,889.23	95,144.77	25,566.00
510-811-5349-00	MISCELLANEOUS CONTRACT SERVICES	35,000.00	36,796.45	3,693.94	5,046.67	9,733.67	22,016.11
510-811-5410-00	OPERATION AND MAINTENANCE	25,000.00	26,794.88	3,358.06	3,604.50	15,822.60	7,367.78
510-811-5411-00	FUEL	7,000.00	9,098.53	650.07	2,065.50	4,554.68	2,478.35
510-811-5420-00	FLEET OPERATION AND MAINTENANCE	2,000.00	2,000.00	0.00	0.00	235.75	1,764.25
510-811-5500-00	CAPITAL OUTLAY	135,925.00	145,645.00	3,000.00	37,543.06	32,323.04	75,778.90
510-812-5320-00	PROFESSIONAL SERVICES	0.00	2,000.00	0.00	2,000.00	0.00	0.00
510-812-5340-00	OTHER CONTRACT SERVICES	50,000.00	57,455.54	3,571.40	7,521.40	23,206.33	26,727.81
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	698.05	11,312.91	50,977.38	52,584.46
510-812-5500-00	CAPITAL OUTLAY	100,000.00	125,750.00	27,112.50	27,112.50	17,633.00	81,004.50
TOTAL EXPENDITURES		1,802,650.00	1,896,845.82	103,472.32	275,025.15	973,881.69	647,938.98
Fund 510 - SEWER:							
TOTAL REVENUES		1,775,750.00	1,775,750.00	201,733.97	343,809.18	0.00	1,431,940.82
TOTAL EXPENDITURES		1,802,650.00	1,896,845.82	103,472.32	275,025.15	973,881.69	647,938.98
NET OF REVENUES & EXPENDITURES		(26,900.00)	(121,095.82)	98,261.65	68,784.03	(973,881.69)	784,001.84
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		2,040,930.32		
Fund 511 - SEWER CONNECTIONS							
Revenues							
511-000-4531-00	CAPACITY FEES	500,000.00	500,000.00	82,330.67	168,164.67	0.00	331,835.33
TOTAL REVENUES		500,000.00	500,000.00	82,330.67	168,164.67	0.00	331,835.33
Expenditures							
511-813-5320-00	PROFESSIONAL SERVICES	25,000.00	25,000.00	0.00	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	0.00	26,000.00	106,454.40	60,909.00
TOTAL EXPENDITURES		500,000.00	543,363.40	0.00	26,818.00	106,454.40	410,091.00
Fund 511 - SEWER CONNECTIONS:							
TOTAL REVENUES		500,000.00	500,000.00	82,330.67	168,164.67	0.00	331,835.33
TOTAL EXPENDITURES		500,000.00	543,363.40	0.00	26,818.00	106,454.40	410,091.00
NET OF REVENUES & EXPENDITURES		0.00	(43,363.40)	82,330.67	141,346.67	(106,454.40)	(78,255.67)
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		3,659,710.43		
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	17,477.52	41,063.61	0.00	203,936.39
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	47.96	0.00	202.04

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
Fund 520 - STORM WATER FUND							
Revenues							
TOTAL REVENUES		248,300.00	248,300.00	17,501.50	41,111.57	0.00	207,188.43
Expenditures							
520-820-5100-00	REGULAR SALARIES	66,000.00	66,000.00	5,049.13	10,198.30	0.00	55,801.70
520-820-5110-00	OVERTIME SALARIES	4,000.00	4,000.00	906.40	1,851.37	0.00	2,148.63
520-820-5200-00	PERS	10,000.00	10,000.00	821.35	1,648.10	0.00	8,351.90
520-820-5210-00	MEDICARE	1,000.00	1,000.00	84.61	177.04	0.00	822.96
520-820-5220-00	WORKERS' COMPENSATION	1,250.00	1,250.00	0.00	(74.57)	0.00	1,324.57
520-820-5230-00	INSURANCE PREMIUMS	27,000.00	27,000.00	2,048.63	3,683.41	20,772.58	2,544.01
520-820-5250-00	UNIFORMS/LICENSES	750.00	765.00	15.00	415.00	0.00	350.00
520-820-5320-00	PROFESSIONAL SERVICES	5,000.00	5,322.10	117.61	244.94	1,500.00	3,577.16
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	396.09	461.98	2,603.91	187.16
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	424.11	424.11	0.00	75.89
520-820-5348-00	STATE OPERATING FEES	1,000.00	1,000.00	0.00	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	5,453.44	14,546.56
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	311.08	11,857.49	300.00	46,067.51
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	10,174.01	31,648.17	46,132.85	171,009.13
Fund 520 - STORM WATER FUND:							
TOTAL REVENUES		248,300.00	248,300.00	17,501.50	41,111.57	0.00	207,188.43
TOTAL EXPENDITURES		247,150.00	248,790.15	10,174.01	31,648.17	46,132.85	171,009.13
NET OF REVENUES & EXPENDITURES		1,150.00	(490.15)	7,327.49	9,463.40	(46,132.85)	36,179.30
BEG. FUND BALANCE		118,145.01	118,145.01		118,145.01		
END FUND BALANCE		119,295.01	117,654.86		127,608.41		
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		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
Fund 901 - MEIJER-SPECIAL:							
TOTAL REVENUES		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00
BEG. FUND BALANCE		137,835.06	137,835.06		137,835.06		
END FUND BALANCE		138,835.06	138,835.06		137,835.06		

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	2019		ACTIVITY FOR MONTH 02/28/19	YTD BALANCE 02/28/2019	ENCUMBERED YEAR-TO-DATE	UNENCUMBERED BALANCE
		ORIGINAL BUDGET	2019 AMENDED BUDGET				
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	0.00	91,309.26	0.00	(91,309.26)
TOTAL REVENUES		2,500.00	2,500.00	0.00	91,309.26	0.00	(88,809.26)
Fund 902 - GREENGATE DR AGENCY FUND:							
TOTAL REVENUES		2,500.00	2,500.00	0.00	91,309.26	0.00	(88,809.26)
TOTAL EXPENDITURES		0.00	0.00	0.00	0.00	0.00	0.00
NET OF REVENUES & EXPENDITURES		2,500.00	2,500.00	0.00	91,309.26	0.00	(88,809.26)
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	1,412,855.22	2,952,855.74	0.00	12,185,794.26
TOTAL EXPENDITURES - ALL FUNDS		15,270,250.00	17,822,341.07	948,178.57	2,706,316.38	7,658,493.08	7,457,531.61
NET OF REVENUES & EXPENDITURES		(131,600.00)	(2,683,691.07)	464,676.65	246,539.36	(7,658,493.08)	4,728,262.65
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		21,037,385.33		

# COUNCIL UPDATE



February 27, 2019

Department of Public Service  
Matthew C. Peoples, Director

## **Project Status:**

**2019 Street Capital Improvement Program:** EMH&T has recommended Columbus Asphalt Paving to be awarded the contract and we will be presenting at the March 4<sup>th</sup> meeting. This year's project highlights E. Waterloo St., Canal St., Prentiss School Dr., Ashbrook Village, and Westchester Section 3.

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

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

**McGill Park:** OHM has submitted the grant application for the Clean Ohio Trails Fund program for The McGill Park Trail Connector project with an estimated cost of around \$900,000 with a \$450,000 grant request.

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

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

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

Additionally, Canal Winchester Schools are working on a grant through Batelle to install fitness stations around their three school campuses. Since the High School Campus is constricted on space we are partnering with them to have the stations installed at Westchester Park along the trail.

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

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

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

# COUNCIL UPDATE



February 27, 2019

Division of Urban Forestry  
Dick Miller, Urban Forester

## **Project Status:**

**Tree Canopy Survey:** Matt and I completed an I-Tree computer generated tree canopy survey of Canal Winchester on 2-27-19. 500 random data points were sampled to show a leaf-off canopy coverage of 16.8%. This is relatively good data to build from towards our goal of a sustained 25% canopy coverage to mitigate the heat island effect, control storm water runoff and supply a sense of place among other attributes of adequate tree canopy cover.

**Pruning:** Pruning by the urban forestry crew continues as weather allows. The pruning of city grasses and forbs along Diley Road, Gender Road and various parks locations is 95% complete at this writing. Once the mulched beds are trimmed, herbicide spraying will begin to maintain the weeds that have a way of creeping into these areas. Once the spraying is complete we will begin the application of approximately 350 cubic yards of mulches to these areas.

# COUNCIL UPDATE



February 27, 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 has performed CCTV and cleaning on the city sewer main serving N. High Street from Waterloo northbound to the Water plant. The line had some depositions and flows were much improved by the cleaning. More cleaning work will be performed on 3/1/19 as well as another complete cleaning in the summer when flows are lesser. Additionally, WRF crews will inspect the line weekly for at least a year to ensure it is working properly.

**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 met to continue the discussion regarding first aid kits, city accident/incident report and other current business. They will reconvene in mid-March to finalize some of the changes discussed.

# COUNCIL UPDATE



February 27, 2019

Division of Streets, Lands and Buildings  
Shawn Starcher, Superintendent

## **Project Status:**

**Pothole Patrol:** Crews have stayed busy this month addressing potholes. Our Durapatcher will continue to be out filling potholes as weather permits.

**McGill Park:** The HVAC system at the McGill Park farm house was converted to propane heat from fuel heat. This is a much cleaner and more efficient system.

**Street Sweeper:** The Street Sweeper is in for its annual inspection. We are addressing a few repairs needed for that machine as well.

**Seasonal Employees:** I have been working on the seasonal employee application process and have that about wrapped up.

**Housekeeping/Repairs:** Crews have been able to perform housekeeping items in our city facilities, painting at the Sheriff Substation, as well as vehicles inspections and oil changes on many our vehicles. Crews are also making repairs and painting our two Leaf Vacuums.

# COUNCIL UPDATE



February 27, 2019

Division of Information Technology  
Rick Brown, Coordinator

## **Project Status:**

**Network Environment:** Installed and configured new Backup and Replication software. We are currently using the software for on-site backups of all our data. To begin the replication phase, I have seeded the server with our accounting server data to the Disaster Recovery site server. The replication was then configured and implemented. I will manually seed the remaining servers over the next couple of weeks and begin replication thereafter. Post replication, I will begin backups to the Disaster Recovery site. Additionally, I have modified the firewall and endpoint software to contain sustained attacks to our network.

**Building Security:** The installation of security cameras at all facilities is almost complete. We need to trench in the conduit at the pool for the parking lot camera to complete this project. A policy is being outlined for the use of the cameras.

**Updates/Audit/Repairs:** Continued with updates to server, desktop and networking equipment with no downtime to the users.

# COUNCIL UPDATE



February 27, 2019

Division of Water  
Joe Taylor, Superintendent

## **Project Status:**

### **Plant Production:**

- We pumped 24.9 Million gallons in January at an average of .803 mgd per day. Average Hardness was 121 mg/l.
- We pumped 249.9 MG in 2018 up 40mg from 2017. (BrewDog 15.739mg). Yearly hardness avg 120 mg/l down from 140 mg/l in 2017 (76%removal).

**Brine Tank Repairs:** Staff recently removed the gravel for the collector system of the west brine tank. This will allow us to convert to solar salt. Staff repaired a fiberglass strap for the water fill line and repaired the plenum. Briner is ready for service.

**Lab Certification:** Staff is will be having triennial epa lab re certification for all operators on March 22nd.

**Tank Cleaning:** Staff with assistance of Fee Corp will be cleaning the WWTP waste tank and cleaning the onsite sewer Friday the 1st of March.

**AMI:** AMI Metering System installs are ongoing. We have around 1460 units installed. We have around 1860 more MIU's to install. We are at 44% completion.

**Meter Reading:** Staff performed 29 shut offs on 2/27/19 and meters were read on 2/28/19.

# COUNCIL UPDATE



February 1, 2019

Construction Services Department  
Bill Sims, Administrator

**ACTION NEEDED BY COUNCIL:** Legislation to authorize award of the 2019 Street Program to Columbus Asphalt Paving.

## **Capital Improvement Projects**

Gender Rd. Ph. 4: Traffic Signal work is underway. Expect new signal to be active by 3/8/19.

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: Storm sewer 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: . Site work continuing. Building underway.

Turning Stone: Sanitary sewer installation complete. Waterline under way.

Mill Tech: Site work commencing 3/1/19.

# COUNCIL UPDATE

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February 28, 2019

Development Department

Lucas Haire, Director

## **Development Report**

- Planning and Zoning will review a new residential project on Groveport Road known as Three Fountains. This is proposed to include 48 condominiums to be constructed by Rockford Homes.
- Planning and Zoning will also consider the rezoning of two parcels on Hill Road and Kings Crossing. One of the parcels is owned by the City of Canal Winchester and the other is currently being annexed to the City from Violet Township. The annexation petition was filed on February 21. The request is to zone the property Planned Industrial District with similar standards to the Meijer development.
- A meeting was recently held with officials from the City of Groveport, the City of Obetz, Madison Township and Groveport Madison Schools to discuss cooperation on a government owner fiber optic network. Future meetings are planned.
- Village Wines and Bistro ceased operations on February 25. The space will be put up for lease for another restaurant.
- Harris Lane & Co. is planning to relocate from 24 N. High Street to 8 East Waterloo St.
- Georgie Emerson is planning to relocate from 10 E. Waterloo St. to 360 W. Waterloo Street with an opening in late March.