

Canal Winchester

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



Meeting Agenda

June 17, 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**B. Roll Call****C. Also In Attendance**

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

D. Reports

Bill Sims -

[19-054](#)

[EMH&T Update](#)

Dick Miller -

Steve Smith -

Shawn Starcher -

Joe Taylor -

Sargent Cassel -

E. Request for Council Action**[RES-19-011](#)**

Development

A Resolution Indicating What Services The City Of Canal Winchester Will Provide To 1.26± Acres Of Land, More Or Less, The Description And Map Are Attached Hereto As Exhibits "A" And "B" For The Annexation Known As The Jenkins Annexation By Eugene Hollins, Agent For The Petitioners ([Resolution, Exhibits A B](#))

- Request to move to full Council

[RES-19-012](#)

Development

A Resolution Indicating What Services The City Of Canal Winchester Will Provide To 0.75± Acres Of Land, More Or Less, The Description And Map Are Attached Hereto As Exhibits "A" And "B" For The Annexation Known As The Mccormick Annexation By Eugene Hollins, Agent For The Petitioners ([Resolution, Exhibits A B](#))

- Request to move to full Council

[RES-19-013](#)

Development

A Resolution Indicating What Services The City Of Canal Winchester Will Provide To 0.62± Acres Of Land, More Or Less, The Description And Map Are Attached Hereto As Exhibits "A" And "B" For The Annexation Known As The Sullivan Annexation By Eugene Hollins, Agent For The Petitioners ([Resolution, Exhibits A B](#))

- Request to move to full Council

ORD-19-040

Public Service

An Ordinance To Waive Competitive Bidding For Water Tower Maintenance Services And To Authorize The Mayor And Finance Director To Enter Into A Multiple Year Agreement With Utility Service Co, Inc (**Ordinance, Exhibit A**)

- Request to move to full Council

ORD-19-041

Development

An Ordinance Authorizing The Mayor And Clerk To Accept And Execute The Plat For Turning Stone, Phase 1 (**Ordinance, P&Z Recommendation**)

- Request to move to full Council

F. Items for Discussion

G. Old/New Business

H. Adjournment

City of Canal Winchester
City Council Working Session
Engineering – Status
6/17/2019

1. **Gender Road Signal Timing Update (ODOT Program)**
 - a. ODOT has accepted the application
 - b. Still awaiting ODOT notification/scheduling of project kick-off meeting

2. **High Street Rail Crossing Replacement**
 - a. Draft Design Plans Complete
 - b. Plans provided to City staff and railroad (IORY) for review
 - i. Received response from IORY on 6/6 – No comments on the plans
 - c. Ready to move forward into bid solicitation and implementation

3. **Gender Road Phase 5**
 - a. Conducting initial discussions on potential scope of improvement and funding opportunities.
 - b. Expect to explore this project more in the near future.

4. **Miscellaneous**
 - a. Provided analysis of existing traffic signal poles to support alternative street name signage.

 - b. Developed specifications to provide to ODOT to incorporate into the Gender Road resurfacing project to convert the remainder of the traffic signals from loop detectors to video detection system.

RESOLUTION NO. 19-011

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF CANAL WINCHESTER WILL PROVIDE TO 1.26± ACRES OF LAND, MORE OR LESS, THE DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE JENKINS ANNEXATION BY EUGENE HOLLINS, AGENT FOR THE PETITIONERS

WHEREAS, Eugene Hollins, agent for the petitioners, has filed with the Franklin County Commissioners for annexation of 1.26 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 June 4, 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 Franklin County and its clerk on June 6, 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 1.26± 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) Planning, Zoning and Building 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 Franklin 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 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

May 20, 2019

**DESCRIPTION OF AN APPROXIMATE 1.26 ACRES
SOUTH OF BIXBY ROAD, EAST OF RAGER ROAD,
MADISON TOWNSHIP, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, Township of Madison, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being a portion of a 1.35 acre tract of land conveyed to L. Dean Jenkins, by deed of record in Instrument No. 201210250161756, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point at the intersection of the south right-of-way line Bixby Road (variable width) with the west line of said 1.35 acre tract, said point also being at a northeast corner of The City of Canal Winchester Corporation Limits, as approved by Ordinance No. _____ and recorded in Instrument No. _____;

thence easterly crossing said 1.35 acre tract and along the south right-of-way line of Bixby Road a distance of approximately 135 feet to a point in the east line of said 1.35 acre tract, in the west line of a 0.780 acre tract of land conveyed, as Parcel 3-WD for Bixby Road roadway purposes, to Franklin County Commissioners, by deed of record in Instrument No. 201507090092985 and at a northwest corner of said corporation line;

thence southerly along a portion of the east line of said 1.35 acre tract, along a portion of the west line of said 0.780 acre tract, crossing a portion of an original 32 acre tract of land conveyed, as Parcel III, to Willis M. Alspach, Trustee (25% Interest) and Joan A. Alspach, Trustee (25% Interest), by deed of record in Instrument No. 201208090115353 and David Benjamin Alspach (50% Interest), by deeds of record in Official Record 3195, Page C 17 and along a westerly line of said corporation line a distance of approximately 406 feet to a point at the southeast corner of said 1.35 acre tract, at a northeast corner of a 7.65 acre tract of land conveyed, as Parcel IV, to Willis M. Alspach, Trustee (25% Interest) and Joan A. Alspach, Trustee (25% Interest), by deed of record in Instrument No. 201208090115353 and David Benjamin Alspach (50% Interest), by deeds of record in Official Record 3195, Page C 17 and at a corner of said corporation line;

thence westerly along the south line of said 1.35 acre tract, crossing a portion of said original 32 acre tract, along a north line of said 7.65 acre tract and along a north line of said corporation line a distance of approximately 135 feet to a point at the southwest corner of said 1.35 acre tract, at a corner of said 7.65 acre tract and at a corner of said corporation line;

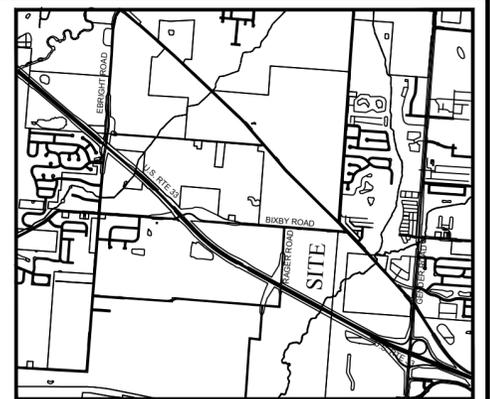
thence northerly along a portion of the west line of said 1.35 acre tract, along a portion of an east line of said 7.65 acre tract and along an easterly line of said corporation line a distance of approximately 406 feet to the place of beginning;

containing approximately 1.26 acres of land, more or less.

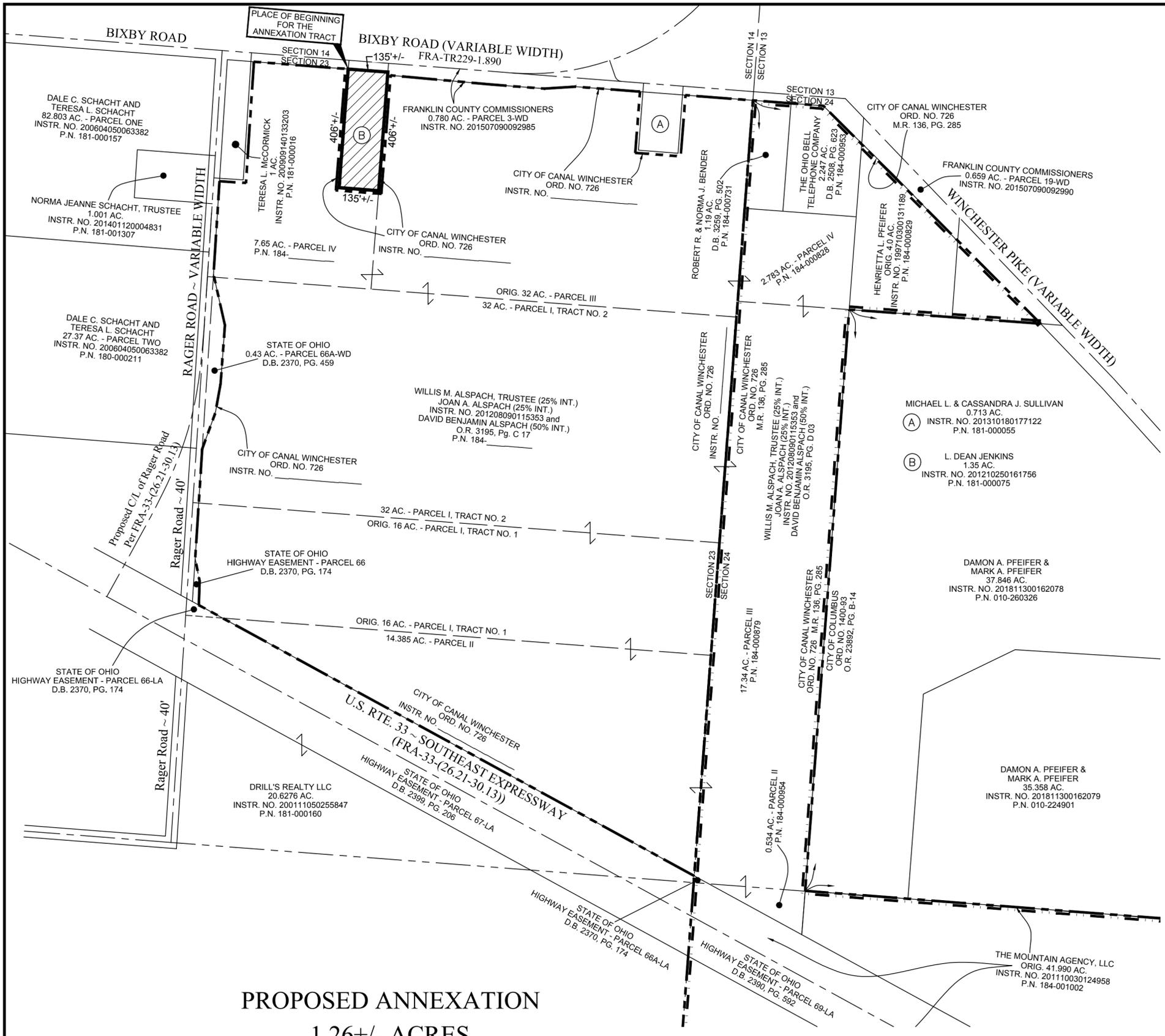
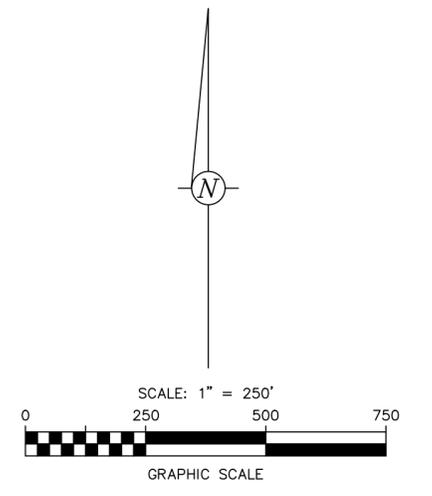
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House records, in November, 2018. The above description was prepared for annexation purposes only and not intended for transfer of real property.

Kevin L. Baxter ~ Ohio Surveyor #7697

RES-19-011
Exhibit B



LOCATION MAP
NO SCALE



LEGEND

- Existing City of Canal Winchester Corporation Line
- Existing City of Columbus Corporation Line
- Proposed City of Canal Winchester Corporation Line
- Area to be Annexed

NOTE:

This plat was prepared by Bird + Bull, Inc. from the best available Court House records in November, 2018, and not from an actual field survey.

This annexation does not create an unincorporated area of the township completely surrounded by the territory proposed for annexation.

Total perimeter of annexation is 1,081.4 feet of which 946.3 feet is contiguous with City of Canal Winchester resulting in 87.5% of perimeter contiguity.

PROPOSED ANNEXATION
1.26+/- ACRES
FROM
MADISON TOWNSHIP, FRANKLIN COUNTY, OHIO
TO
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO
SECTION 23, T. 11 N., R. 21 W., CONGRESS LANDS



Bird+Bull
Engineers & Surveyors
3500 Snouffer Rd., Ste. 225
Columbus, Ohio 43235
Ph: (614) 761-1661
Fax: (614) 761-1328
WWW.BIRDBULL.COM

H:\Jobs\2018\105\CADD\Survey\Exhibit\Bixby Road Annexation-B.dwg 05/20/2019

RESOLUTION NO. 19-012

A RESOLUTION INDICATING WHAT SERVICES THE CITY OF CANAL WINCHESTER WILL PROVIDE TO 0.75± ACRES OF LAND, MORE OR LESS, THE DESCRIPTION AND MAP ARE ATTACHED HERETO AS EXHIBITS "A" AND "B" FOR THE ANNEXATION KNOWN AS THE MCCORMICK ANNEXATION BY EUGENE HOLLINS, AGENT FOR THE PETITIONERS

WHEREAS, Eugene Hollins, agent for the petitioners, has filed with the Franklin County Commissioners for annexation of 0.75 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 June 4, 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 Franklin County and its clerk on June 6, 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 0.75± 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) Planning, Zoning and Building 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.

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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 COUNCIL

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Finance Director/Clerk of Council

May 20, 2019

**DESCRIPTION OF AN APPROXIMATE 0.75 ACRE
SOUTH OF BIXBY ROAD, EAST OF RAGER ROAD,
MADISON TOWNSHIP, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, Township of Madison, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being a portion of a 1 acre tract of land conveyed to Teresa L. McCormick, by deed of record in Instrument No. 200909140133203, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at the intersection of the south right-of-way line of Bixby Road (variable width) with the east right-of-way line of Rager Road (variable width);

thence easterly along the south right-of-way line of Bixby Road and crossing a portion of said 1 acre tract a distance of approximately 80 feet to a point in the east line of said 1 acre tract, in a west line of a 7.65 acre tract of land conveyed, as Parcel IV, to Willis M. Alspach, Trustee (25% Interest) and Joan A. Alspach, Trustee (25% Interest), by deed of record in Instrument No. 201208090115353 and David Benjamin Alspach (50% Interest), by deeds of record in Official Record 3195, Page C 17 and at a northwest corner of The City of Canal Winchester Corporation Limits, as approved by Ordinance No. _____ and recorded in Instrument No. _____;

thence southerly along a portion of the east line of said 1 acre tract, along a portion of a west line of said 7.65 acre tract and along a west line of said corporation line a distance of approximately 405 feet to a point at the southeast corner of said 1 acre tract, at a corner of said 7.65 acre tract and at a corner of said corporation line;

thence westerly along a portion of the south line of said 1 acre tract, along a portion of a north line of said 7.65 acre tract and along a north line of said corporation line a distance of approximately 80 feet to a point in the east right-of-way line of Rager Road and at a corner of said corporation line;

thence northerly along the east right-of-way line of Rager Road and crossing a portion of said 1 acre tract a distance of approximately 405 feet to the place of beginning;

containing approximately 0.75 acre of land, more or less.

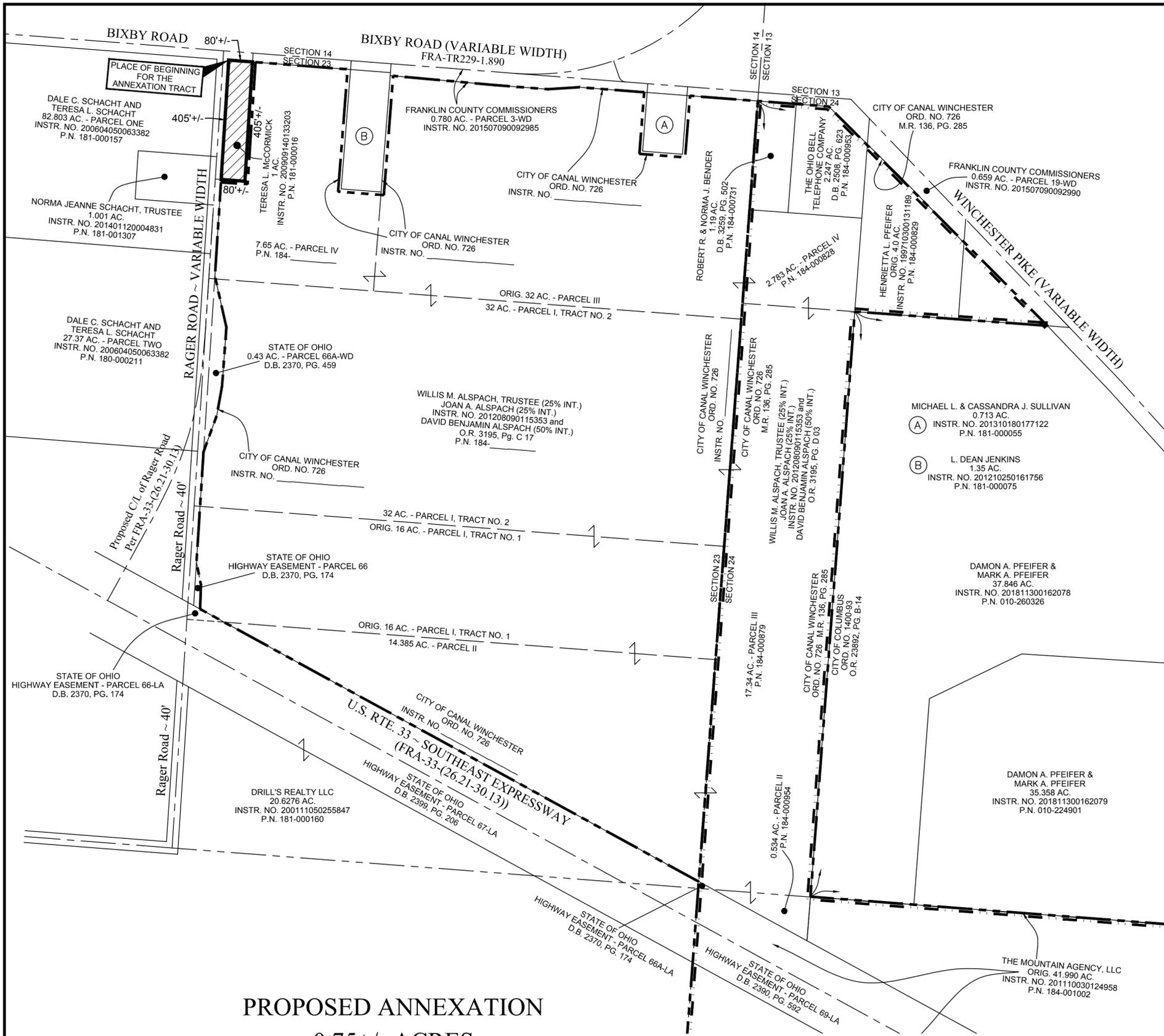
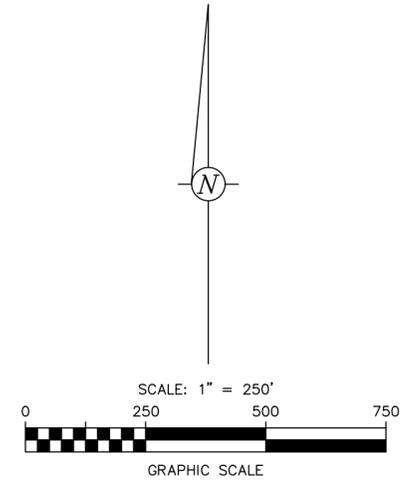
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Kevin L. Baxter ~ Ohio Surveyor #7697

RES-19-012
Exhibit B



LOCATION MAP
NO SCALE



LEGEND

- Existing City of Canal Winchester Corporation Line
- Existing City of Columbus Corporation Line
- Proposed City of Canal Winchester Corporation Line
- Area to be Annexed

NOTE:

This plat was prepared by Bird + Bull, Inc. from the best available Court House records in November, 2018, and not from an actual field survey.

This annexation does not create an unincorporated area of the township completely surrounded by the territory proposed for annexation.

Total perimeter of annexation is 971.2 feet of which 484.4 feet is contiguous with City of Canal Winchester resulting in 49.9% of perimeter contiguity.

PROPOSED ANNEXATION
0.75+/- ACRES
FROM
MADISON TOWNSHIP, FRANKLIN COUNTY, OHIO
TO
CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO
SECTION 23, T. 11 N., R. 21 W., CONGRESS LANDS



Bird+Bull

Engineers & Surveyors
3500 Snouffer Rd., Ste.225
Columbus, Ohio 43235
Ph: (614) 761-1661
Fax: (614) 761-1328
WWW.BIRDBULL.COM

RESOLUTION NO. 19-013

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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.

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DATE PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED: _____

APPROVED AS TO FORM:

LEGAL COUNCIL

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Finance Director/Clerk of Council

May 20, 2019

**DESCRIPTION OF AN APPROXIMATE 0.62 ACRE
SOUTH OF BIXBY ROAD, EAST OF RAGER ROAD,
MADISON TOWNSHIP, FRANKLIN CO., OHIO**

Situated in the State of Ohio, County of Franklin, Township of Madison, in the northeast quarter of Section 23, Township 11 North, Range 21 West, Congress Lands and being a portion of a 0.713 acre tract of land conveyed to Michael L. & Cassandra J. Sullivan, by deed of record in Instrument No. 201310180177122, all records referenced to the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at a point at the intersection of the south right-of-way line Bixby Road (variable width) with the east line of said 0.713 acre tract, said point also being at a northwest corner of The City of Canal Winchester Corporation Limits, as approved by Ordinance No. _____ and recorded in Instrument No. _____;

thence southerly along a westerly line of said corporation line, along a portion of the east line of said 0.713 acre tract and crossing a portion of an original 32 acre tract of land conveyed, as Parcel III, to Willis M. Alspach, Trustee (25% Interest) and Joan A. Alspach, Trustee (25% Interest), by deed of record in Instrument No. 201208090115353 and David Benjamin Alspach (50% Interest), by deeds of record in Official Record 3195, Page C 17 an approximate distance of 199 feet to a point at the southeast corner of said 0.713 acre tract and at a corner of said corporation line;

thence westerly along a northerly line of said corporation line, along the south line of said 0.713 acre tract and crossing a portion of said original 32 acre tract a distance of approximately 135 feet to a point at the southwest corner of said 0.713 acre tract and at a corner of said corporation line;

thence northerly along an easterly line of said corporation, along a portion of the west line of said 0.713 acre tract and crossing a portion of said original 32 acre tract a distance of approximately 199 feet to a point at the intersection of the south right-of-way line of Bixby Road with the west line of said 0.713 acre tract and at a northeast corner of said corporation line;

thence easterly crossing said 0.713 acre tract and along the south right-of-way line of Bixby Road a distance of approximately 135 feet to the place of beginning;

containing approximately 0.62 acre of land, more or less.

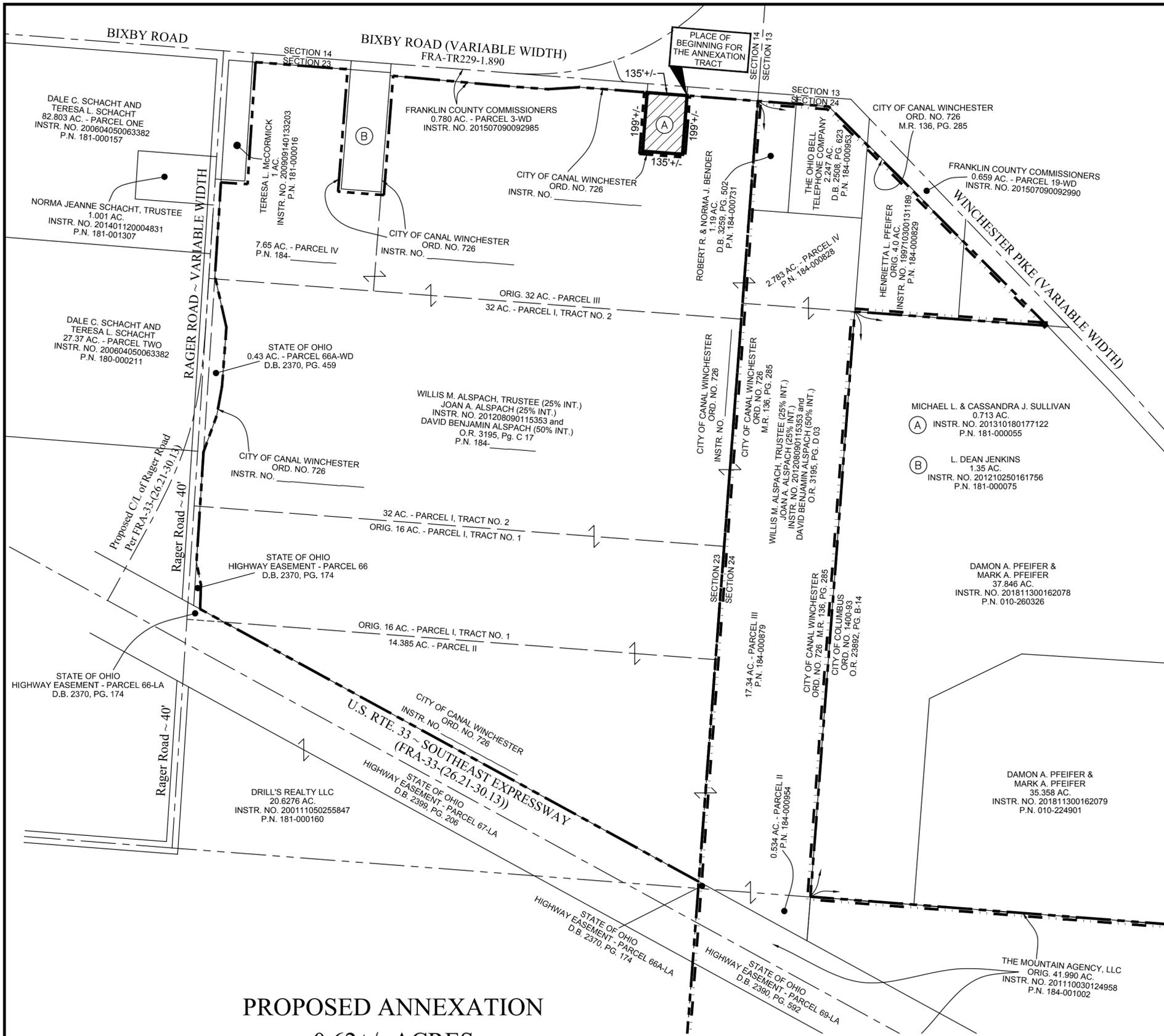
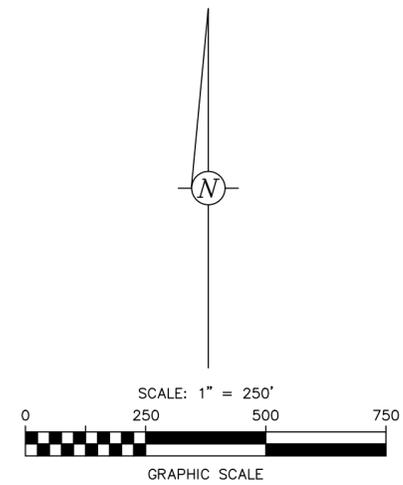
The above description was prepared by Kevin L. Baxter, Ohio Surveyor No. 7697, of C.F. Bird & R.J. Bull, Inc., Consulting Engineers & Surveyors, Columbus, Ohio from best available Court House records, in November, 2018. The above description was prepared for annexation purposes only and not intended for transfer of real property.

Kevin L. Baxter ~ Ohio Surveyor #7697

RES-19-013
Exhibit A



LOCATION MAP
NO SCALE



PROPOSED ANNEXATION
0.62+/- ACRES
FROM
MADISON TOWNSHIP, FRANKLIN COUNTY, OHIO
TO
TO CITY OF CANAL WINCHESTER, FRANKLIN COUNTY, OHIO
SECTION 23, T. 11 N., R. 21 W., CONGRESS LANDS

LEGEND

- Existing City of Canal Winchester Corporation Line
- Existing City of Columbus Corporation Line
- Proposed City of Canal Winchester Corporation Line
- Area to be Annexed

NOTE:
This plat was prepared by Bird + Bull, Inc. from the best available Court House records in November, 2018, and not from an actual field survey.

This annexation does not create an unincorporated area of the township completely surrounded by the territory proposed for annexation.

Total perimeter of annexation is 668.6 feet of which 533.6 feet is contiguous with City of Canal Winchester resulting in 79.8% of perimeter contiguity.

H:\Jobs\2018\105\CADD\Survey\Exhibit\Bixby Road Annexation-B.dwg 05/20/2019

Bird+Bull
Engineers & Surveyors
3500 Snouffer Rd., Ste.225
Columbus, Ohio 43235
Ph: (614) 761-1661
Fax: (614) 761-1328
WWW.BIRDBULL.COM

ORDINANCE NO. 19-040

AN ORDINANCE TO WAIVE COMPETITIVE BIDDING FOR WATER TOWER MAINTENANCE SERVICES AND TO AUTHORIZE THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A MULTIPLE YEAR AGREEMENT WITH UTILITY SERVICE CO, INC

WHEREAS, the Department of Public Service, Division of Water desires to continue contracting for water tower maintenance services with Utility Service Co., Inc.

WHEREAS, Section 8.02(C) of the Charter provides that “[b]y a vote of no less than five members, Council may waive the competitive bidding requirement if Council determines that...a waiver of the competitive bidding requirement is in the best interest of the City”; and,

WHEREAS, based on the recommendation of the Director of Public Service and Superintendent of the Division of Water, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to waive competitive bidding and enter into a multiple year agreement with Utility Service Co., Inc for the maintenance and upkeep of the city’s elevated water storage tanks.

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

Section 1. That the Mayor and Finance Director be and hereby are authorized to award a contract for the maintenance of the elevated water storage tanks of the City to Utility Services Co., Inc. in the amount of \$589,209 with terms and provisions in a form similar to the attached Exhibit A.

Section 2. That this ordinance shall take place 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



Utility Service Co., Inc.

11 Year Contract for Services

Owner: City of Canal Winchester
Canal Winchester, OH

Tank Size/Name: 250,000 Gallon Pedisphere – South Gender Tank
Location: 620 South Gender Road

Tank Size/Name: 150,000 Gallon Elevated – North Gender Tank
Location: 39 North Gender Road

Tank Size/Name: 1,000,000 Gallon Hydropillar – Ashbrook Tank
Location: 7600 Jenkins Drive

Date Prepared: June 12, 2019



CONTRACT FOR SERVICES WATER TANK MAINTENANCE CONTRACT

This Contract entered into by and between the **City of Canal Winchester, whose business and billing address is 36 South High Street, Canal Winchester, OH 43110** (hereinafter referred to as "the Owner") and Utility Service Co., Inc., whose business address is 1230 Peachtree Street NE, Suite 1100, Atlanta, GA 30309 (hereinafter referred to as "the Company").

Therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and the Company, the parties agree as follows:

The Owner agrees to engage the Company to provide the professional service needed to inspect its 250,000-gallon water storage tank located at 610 South Gender Road, its 150,000-gallon water storage tank located at 39 North Gender Road, and its 1,000,000-gallon water storage tank located at 7600 Jenkins Drive (hereinafter "tanks").

1. Company's Responsibilities. This Contract outlines the Company's responsibility for the inspection of the above described water storage tanks. Care and maintenance of each tank include the following:

- A. The Company will inspect and service the tank. The tank and tower will be thoroughly inspected to ensure that the structure is in a sound, watertight condition.
- B. During the washout/inspection, the tank will be completely drained and cleaned to remove all mud, silt, and other accumulations that might be harmful to the tank or its contents. After cleaning is completed, the interior will be thoroughly inspected and disinfected prior to returning the tank to service; however, the Owner is responsible for draining and filling the tank and conducting any required testing of the water. A written report will be mailed to the Owner after each inspection.
- C. A lock will be installed on the roof hatch of the tank.
- D. The Company will provide emergency services and graffiti removal when needed. Reasonable travel time must be allowed for the repair unit to reach the tank site.
- E. The Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the tank is being serviced.
- F. The Company will furnish current certificates of insurance coverage to the Owner.
- G. The Company will clean and repaint the exterior of the South Gender tank prior to the end of Contract Year 6. The Company will clean and repaint the exterior of the North Gender tank prior to the end of Contract Year 3. The Company will clean and repaint the interior of the South Gender tank prior to the end of Contract Year 6. The Company will clean and repaint the interior of the North Gender tank prior to the end of Contract Year 10. When interior repainting is performed, procedures as outlined in A.W.W.A.-D102 specifications for cleaning and coating of potable water tanks will be followed. Only material approved for use in potable water tanks will be used on any interior surface

area. When exterior repainting is performed, the Company agrees to paint the tank with the same color paint and to select a coating system which best suits the site conditions, environment, and general location of the tank. If the Owner requests a different color paint or coating system, this may warrant an increase in the annual fee. All products and procedures used during repainting will be equal to, or exceed the requirements of the **State of Ohio**, the American Water Works Association, and the Society for Protective Coatings as to surface preparation and coating materials.

2. Contract Price/Annual Fees. This is an 11-year term contract. See attached Schedule A for scope of work and fee detail.

- A. **South Gender Tank** - The tank shall receive **an exterior renovation, wet-interior renovation and partial dry-interior renovation** prior to the end of **Contract Year 6**. The tank shall receive **visual inspections** in **Contract Years 1, 2, 4, 5, 7, 8, 10 and 11**. The tank shall receive **washout inspections** in **Contract Years 3 (Coatings touch up on interior ladder included) and 9**. The **first (1) annual fee shall be \$1,333.00**. The annual fees for **years 2 through 11 shall be \$29,489.00 per Contract Year**.
- B. **North Gender Tank** - The tank shall receive **an exterior renovation and repairs** prior to the end of **Contract Year 3**. The tank shall receive **an interior renovation** prior to the end of **Contract Year 10**. The tank shall receive **visual inspections** in **Contract Years 1, 2, 4, 5, 6, 8, 9 and 11**. The tank shall receive a **chemical clean washout inspection** in **Contract Year 3**. The tank shall receive a **washout inspection** in **Contract Year 7**. The **first (1) annual fee shall be \$1,333.00**. The annual fees for **years 2 through 11 shall be \$23,982.00 per Contract Year**.
- C. **Ashbrook Tank** - The tank shall receive **visual inspections** in **Contract Years 1, 3, 4, 6, 7, 9 and 10**. The tank shall receive **washout inspections** in **Contract Years 2, 5, 8 and 11**. The **first (1) annual fee shall be \$1,333.00**. The annual fees for **years 2 through 11 shall be \$5,050.00 per Contract Year**.

A "Contract Year" shall be defined as each consecutive 12-month period following the first day of the month in which the Contract is executed by the Owner and each subsequent 12-month period thereafter during the time the Contract is in effect. For example, if a contract was signed by an Owner on April 17, 2012, Contract Year 1 for that contract would be April 1, 2012 to March 31, 2013, and Contract Year 2 for that contract would be April 1, 2013 to March 31, 2014 and so on.

3. Payment Terms. See attached Schedule A for fee detail. The total annual fee for **Contract Year 1**, plus all applicable taxes, shall be due and payable **upon execution of the contract**. **Each subsequent total annual fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year**. Furthermore, if the Owner elects to terminate this contract prior to remitting the eleven (11) annual fees, the balance for work completed for each tank as defined in the attached Exhibit A – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

4. Structure of Tank. The Company is accepting these tanks under program based upon their existing structure and components. **Any modifications to the tanks, including antenna**

installations, shall be approved by Utility Service Co., Inc., prior to installation and may warrant an increase in the annual fees.

5. Environmental, Health, Safety, or Labor Requirements. The Owner hereby agrees that future mandated environmental, health, safety, or labor requirements as well as changes in site conditions at the tank sites which cause an increase in the cost of tank maintenance will be just cause for modification of this Contract. Said modification of this Contract will reasonably reflect the increased cost of the service with a newly negotiated annual fee.

The work performed under this Contract is subject to prevailing wages, and the workers who are performing work under this Contract are to be paid no less than the prevailing hourly rate of wages as set by the appropriate authority. Any future work performed by workers under this Contract will be subject to the wage determination of the appropriate authority which is in effect when the work is performed. However, the Owner and the Company hereby agree that if the prevailing wage rates for any job or trade classification increases by more than 5% per annum from the effective date of this Contract to the date in which any future work is to be performed under this Contract, then the Company reserves the right to re-negotiate the annual fee(s) with the Owner. If the Company and the Owner cannot agree on re-negotiated annual fee(s), then: (1) the Company will not be obligated to perform the work and (2) the Company will not be obligated to return past annual fee(s) received by the Company.

6. Excluded Items: This Contract does NOT include the cost for and/or liability on the part of the Company for: (1) containment of the tanks at anytime during the term of the Contract; (2) disposal of any hazardous waste materials; (3) resolution of operational problems or structural damage due to cold weather; (4) repair of structural damage due to antenna installations or other attachments for which the tanks were not originally designed; (5) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (6) negligent acts of Owner's employees, agents or contractors; (7) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (8) repairs to the foundation of the tanks; (9) any responsibilities or services except as set forth in Sections 1 and 2; or (10) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of terrorism include, but are not limited to, any damage to the tanks or tank sites which results from unauthorized entry of any kind to the tank site or tank.

7. Termination. The Owner shall have the right to continue this Contract for an 11-year term period providing payment of the annual fees is in accordance with the terms herein. This Contract is subject to termination by the Owner only if written notice of intent to terminate is received by the Company ninety (90) days prior to the first day of the upcoming Contract Year. The Contract may only be cancelled at the end of each Contract Year. Notice of Termination is to be delivered by registered mail to Utility Service Co., Inc., Attention: Customer Service, P O Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's management and/or Commissioners.

8. Assignment. The Owner may not assign or otherwise transfer all or any of its interest under this Contract without the prior written consent of the Company. If the Company agrees to the assignment, the Owner shall remain responsible under this Contract, until its assignee assumes in full and in writing all of the obligations of the Owner under this Contract. Any attempted assignment by Owner in violation of this provision will be void and of no effect.

9. Indemnification. THE COMPANY AGREES TO INDEMNIFY THE OWNER AND HOLD THE OWNER HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LIABILITY, AND EXPENSE IN CONNECTION WITH LOSS OF LIFE, PERSONAL INJURY, AND/OR DAMAGE TO PROPERTY BY REASON OF ANY ACT, OMISSION, OR REPRESENTATION OF THE COMPANY OR ITS SUBCONTRACTORS, AGENTS, OR EMPLOYEES. THE INDEMNIFICATION PROVIDED IN THIS PARAGRAPH DOES NOT AFFECT THE COMPANY'S LIMITATIONS OF LIABILITY SET FORTH IN OTHER PARAGRAPHS OF THIS CONTRACT.

10. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its Bank or other Lending Institutions as collateral for any loans or lines of credit.

11. Miscellaneous Items. No modifications, amendments, or alterations of this Contract may be made except in writing signed by all the parties to this Contract. No failure or delay on the part of any party hereto in exercising any power or right hereunder shall operate as a waiver thereof. The parties expressly warrant that the individuals who sign below are authorized to bind them.

12. Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings, and agreement relating to the subject matter hereof, whether oral or written.

This Contract is executed and effective as of the date last signed by the parties below.

OWNER:

City of Canal Winchester

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

COMPANY:

Utility Service Co., Inc.

By: _____

Title: _____

Print Name: _____

Date: _____

Witness: _____

Seal:

EXHIBIT A

Cancellation Fee Schedule – South Gender Tank

Year	1	2	3	4	5
South Gender Tank	\$1,697	\$0	\$0	\$0	\$0

Year	6	7	8	9	10
South Gender Tank	\$126,202	\$100,227	\$74,341	\$51,314	\$25,610

Cancellation Fee Schedule – North Gender Tank

Year	1	2	3	4	5
North Gender Tank	\$1,697	\$0	\$88,832	\$63,114	\$42,477

Year	6	7	8	9	10
North Gender Tank	\$21,923	\$4,091	\$0	\$0	\$20,103

Cancellation Fee Schedule – Ashbrook Tank

Year	1	2	3	4	5
Ashbrook Tank	\$1,773	\$2,935	\$1,068	\$0	\$920

Year	6	7	8	9	10
Ashbrook Tank	\$0	\$0	\$0	\$0	\$0

Schedule A - City of Canal Winchester

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11
2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029

South Gender	Visual	Visual	Washout Interior ladder TU*	Visual	Visual	Exterior OC Interior wet Partial Interior Dry	Visual	Visual	Washout	Visual	Visual
	\$1,333	\$29,489	\$29,489	\$29,489	\$29,489	\$29,489	\$29,489	\$29,489	\$29,489	\$29,489	\$29,489

North Gender	Visual	Visual	Exterior OC Repairs* Washout	Visual	Visual	Visual	Washout	Visual	Visual	Interior	Visual
	\$1,333	\$23,982	\$23,982	\$23,982	\$23,982	\$23,982	\$23,982	\$23,982	\$23,982	\$23,982	\$23,982

Ashbrook	Visual	Washout	Visual	Visual	Washout	Visual	Visual	Washout	Visual	Visual	Washout
	\$1,333	\$5,050	\$5,050	\$5,050	\$5,050	\$5,050	\$5,050	\$5,050	\$5,050	\$5,050	\$5,050

Total	\$3,999	\$58,521	\$58,521	\$58,521	\$58,521	\$58,521	\$58,521	\$58,521	\$58,521	\$58,521	\$58,521
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*South Gender Tank will receive interior ladder coatings touch up in year 3 and partial dry interior renovation and grout foundation in year 6.

* North Gender Tank will receive patch concrete foundation repairs on 2 legs, new riser manway and rubber caps on roof couplers in year 3.

ORDINANCE NO. 19-041

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR TURNING STONE, PHASE 1

WHEREAS, pursuant to Section 1117.04 (f) is provided that Council shall be presented final plats for final approval of subdivisions; and

WHEREAS, a final plat for the Turning Stone, Phase 1 has been presented to the Planning Commission with a recommendation to City Council for approval;

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

SECTION 1. That the Mayor and Clerk be and hereby are authorized to execute and accept the final plat of Turning Stone, Phase 1, subject to and conditioned upon the following:

- A. The developer pay the school facilities dedication fee (\$55,575.00) as required by Section 1153.21 prior to release of the plat for Phase 1.
- B. The developer pay the \$2,500.00 fee for the speed feedback indicator sign prior to release of the plat for Phase 1.
- C. The developer complete the Public Park, Reserve "A" prior to the release of the plat for Phase 1.

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 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



To: Amanda Jackson, CMC, Clerk of Council
From: Andrew Moore, Planning and Zoning Administrator
Date: June 11, 2019
RE: Application FS-19-002

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held **June 10, 2019**

Motion by Donahue, seconded by Caulk, to recommend to City Council approval of FS-19-002; to consider a Final Subdivision Plat for Turning Stone, Phase 1; for property located at PID: 184-000747, 184-002764, 184-000748, 184-000749, 184-000739, 184-000738 & 184-0001616. Applicant Haley Welsh – Civil & Environmental Consultants, LLC, Owner Canal Investment Partners, LLC. Voting yes: Bill Christensen; Mike Vasko; Mark Caulk; Joe Donahue. **Motion Carried with Conditions. 4-0**

Conditions of Approval:

- 1. The developer pay the school facilities dedication fee (\$55,575.00) as required by Section 1153.21 prior to releasing the plat for Phase 1.**
- 2. The developer pay the \$2,500 fee for the speed feedback indicator sign prior to releasing the plat for Phase 1.**
- 3. The developer complete the Public Park, Reserve 'A' prior to releasing the plat for Phase 1.**

Andrew Moore
Planning and Zoning Administrator