

Canal Winchester

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



Meeting Agenda

November 18, 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 - Jarvis
- C. Roll Call
- D. Approval of Minutes

[MIN-19-050](#) 11-4-19 Work Session Minutes ([Minutes](#))

[MIN-19-051](#) 11-4-19 Council Minutes ([Minutes](#))

- E. Communications & Petitions

[19-100](#) Madison Township Police Department October Statistics for Canal Winchester ([Information](#))

- F. Public Comments - Five Minute Limit Per Person

- G. RESOLUTIONS

- H. ORDINANCES

Tabled

Third Reading

[ORD-19-053](#) An Ordinance to Amend Section 331.44 of the Codified Ordinances of the City of Canal Winchester ([Ordinance](#))

Law

Sponsor: Lynch

- Adoption

Second Reading

[ORD-19-060](#) An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Canal Winchester Hotels, LLC ([Ordinance](#))

Development

Sponsor: Amos

- Second Reading Only

[ORD-19-061](#) An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Winchester Office Park, LLC ([Ordinance](#))

Development

Sponsor: Coolman

- Second Reading Only

[ORD-19-062](#) An Ordinance to Authorize the Mayor to Enter Into the Facility Use Agreement with the Canal Winchester Joint Recreation District

Public Service

Sponsor: Bennett

([Ordinance, CWJRD Facility Use Agreement](#))

- Second Reading Only

First Reading

[ORD-19-063](#)*Development*

An Ordinance Authorizing the Mayor and Clerk to Accept and Execute the Plat for Villages at Westchester Section 13, Phase 2 ([Ordinance, Exhibit A, Exhibit B](#))

- *First Reading Only*

[ORD-19-064](#)*Development*

An Ordinance Approving the Final Development Plan for Outlot 4 Identified in the Meijer Outparcel Development Pattern Book ([Ordinance, Exhibit A, Exhibit B, Exhibit C, Exhibit D](#))

- *First Reading Only*

[ORD 19-065](#)*Finance*

An Ordinance to Authorize the Mayor to Enter into an Agreement with the Canal Winchester Historical Society for the Period January 1, 2020 Through December 31, 2022 ([Ordinance, Exhibit A](#))

- *First Reading Only*

[ORD 19-066](#)*Finance*

An Ordinance to Authorize the Mayor to Enter into a Health Services Contract with Franklin County Public Health ([Ordinance, Exhibit A](#))

- *First Reading Only*

[ORD 19-067](#)*Finance*

An Ordinance to Authorize the Mayor to Enter into an Agreement for Legal Services with Frost Brown Todd LLC for the Period January 1, 2020 Through December 31, 2021 ([Ordinance, Exhibit A](#))

- *First Reading Only*

[ORD 19-068](#)*Finance*

An Ordinance to Amend the 2019 Appropriation Ordinance #18-040, Amendment #7 ([Ordinance, Exhibit A](#))

- *First Reading Only*

[ORD-19-069](#)*Finance*

An Ordinance for the 2020 Appropriations ([Ordinance](#))

- *First Reading Only*

[ORD 19-070](#)*Finance*

An Ordinance to Establish City Employee Salary Ranges ([Ordinance, Exhibit A](#))

- *First Reading Only*

I. Reports*Mayor's Report*[19-100](#)

Mayor's Report ([Report](#))

[19-101](#)

Mayor's Court Report - August 2019 ([Report](#))

[19-102](#)

Mayor's Court Report - September 2019 ([Report](#))

[19-103](#)

Mayor's Court Report - October 2019 ([Report](#))

Fairfield County Sheriff

Law Director

Finance Director

[19-104](#)

Finance Director's Report ([Report](#))

Public Service Director

[19-105](#)

Public Service Director's Report ([Report](#))

Development Director

J. Council Reports

Work Session/Council - Monday, December 2, 2019 at 6 p.m.

Work Session/Council - Monday, December 16, 2019 at 6 p.m.

Committee of the Whole - Monday, December 30, 2019 at 6 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

November 4, 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 At 6:00 pm

B. Roll Call

Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Walker

*Motion to excuse Lynch made by Bennett; seconded by Amos
Motion carried by the following vote:*

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

C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire

D. Request for Council Action

RES-19-026

Law

A Resolution of Intent to Authorize the Madison Township Police Department to Issue Citations Into Canal Winchester Mayor's Court (**Resolution**)

- Request to move to full Council

Peoples said he worked with Hollins on this resolution, and this is part of the process to note the intent.

Motion to request to move to full council made by Bennett; seconded by Clark

Motion carried by the following vote:

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

ORD-19-060

Development

An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Canal Winchester Hotels, LLC (**Ordinance**)

- Request to move to full Council

Haire stated it is an ordinance to accept an easement for an existing water line to be used by the hotel, adding another tap and that makes it a public main, allows us to accept the water line. Amos asked what is the cost to the city; Haire responded that the line is existing, and the city would now accept the responsibility to maintain it.

Motion to request to move to full council made by Amos; seconded by Jarvis

Motion carried by the following vote:

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

[ORD-19-061](#)

Development

An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Winchester Office Park, LLC ([Ordinance](#))

- Request to move to full Council

Haire stated this allows us to accept the water line easement surrounding a fire hydrant.

Motion to request to move to full council made by Coolman; seconded by Bennett

Motion carried by the following vote:

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

[ORD-19-062](#)

Public Service

An Ordinance to Authorize the Mayor to Enter into the Facility Use Agreement with the Canal Winchester Joint Recreation District ([Ordinance](#), [CWJRD Agreement](#))

- Request to move to full Council

Peoples stated this language has been standardized over the years; discussed the banners at Hanner's Park. Coolman asked about the concession equipment; Peoples stated it is owned by the JRD, the city owns the structure. Bennett asked about the coolers; Peoples responded they are owned by Pepsi.

Motion to request to move to full council made by Bennett; seconded by Coolman

Motion carried by the following vote:

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

E. Reports

Matt Peoples stated the transportation thoroughfare plan costs came in higher than expected; proceeding with MORPC's data gathering plan; cost around \$65,000; \$50,000 would have covered EMH&T portion, but amount of data collected was more; vehicle counts and projections; will try to include into next year's budget. Bennett asked when the study would be complete; Peoples replied late spring; MORPC would take 6-8 weeks; will need to discuss with Amanda; possible appropriation amendment.

Lucas Haire stated we have an application for new office building on a Meijer outparcel, it will go before Planning and Zoning Committee; Buckeye Power Sales purchased space at Canal Point for expansion; Fairfield Inn got final plan approvals and site work will begin; Villages of Westchester for final approvals at Planning and Zoning; discussions about a planned development Green Gate on Hill Road. Clark asked about job estimates with new building at Meijer outparcel location. Amos asked about a Chick-fil-a going in by Meijer; Haire responded no, and not a Cracker Barrel either.

F. Items for Discussion[19-098](#)SWACO Consortium Timeline ([Information](#))

Peoples discussed the SWACO consortium timeline and he is attending the November 6 meeting

regarding the draft bid; consortium two recycling discussed regarding volume requirements or restrictions that may be part of the package; standardizing the process; Amos offered to go along if helpful; Peoples will send package to all council members; People said we will decide if we are going to be included in the package; Bennett asked about recycling education component for new communities and he thinks an information part will be key for us; issue of wish recycling continues, but need to educate people about what items are actually able to be recycled; Peoples said we can bid but not award the contract; talked to Waste Management; whether to include recycling as part of package; Ebert said recycling may be every other week; need new education to people; Bennett and Amos stated the waxed milk cartons cannot be recycled now, no Styrofoam containers; Groveport containers will take certain items like glass; Amos stated they have passed out flyers in neighborhoods and gained new people last week at recycling event; Amos thanked Peoples for getting supplies out to the recycling event.

G. Old/New Business

Amos asked Peoples about the flashing speed limit sign on Waterloo...was there a study or report from the effect of this sign? Peoples said there were studies done in the beginning and speeds were lower, but then over time speeds went back up; he had issues with the software that generates the report. Jarvis asked about the sign being effective short term, but speeds went back up over time; Peoples said it is a constant reminder to people; lanes were made narrow with the lane striping; no complaints from people. Bennet asked about reviewing the data when the sign was off; Peoples said the software is always generating the study and calculating behind the scenes; the 85th percentile speed is key.

H. Adjournment

***Motion to adjourn made by Bennett; seconded by Clark
Motion carried by the following vote:***

***Yes 7 – Bennett, Clark, Amos, Coolman, Jarvis, Walker
Adjourned at 6:29 pm***

Canal Winchester

*Town Hall
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Canal Winchester, OH 43110*



Meeting Minutes - Draft

November 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 At 7:00 pm

B. Pledge of Allegiance - Coolman

C. Roll Call

Present 7 – Amos, Bennett, Clark, Coolman, Jarvis, Walker

*Motion to excuse Lynch made by Clark; seconded by Bennett
Motion carried by the following vote:*

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

D. Approval of Minutes

[MIN-19-048](#) 10-21-19 Work Session Minutes ([Minutes](#))

[MIN-19-049](#) 10-21-19 Council Minutes ([Minutes](#))

*Motion to approve minutes from 10-21-19 for work session and council meeting made by Coolman; seconded by Bennett
Motion carried by the following vote:*

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

E. Communications & Petitions

[19-099](#) Madison Township Fire Department October Report ([Report](#))

Derek Robinson, Fire Chief of Madison Township Fire Department, gave the October fire report; reminder to everybody to change batteries in smoke detectors, buy carbon monoxide detector for your home if you don't have one; continue to work with Canal Winchester employees as necessary; plans to deliver Santa to the city Christmas celebration. Questions and answers regarding types of carbon monoxide detectors; best type is a numeric readout with parts per million, dual power source for best protection, one unit on each floor, be sure furnace is maintained, do not start car in closed garage, keep garage vented; ok to have unit low to floor because the gas doesn't rise; it's colorless, odorless, tasteless so be aware of symptoms of exposure.

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS**RES-19-026***Law*

A Resolution of Intent to Authorize the Madison Township Police Department to Issue Citations Into Canal Winchester Mayor's Court ([Resolution](#))

- Adoption

***Motion to adopt RES 19-026 made by Bennett; seconded by Amos
Motion carried by the following vote:***

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

H. ORDINANCES*Tabled**Third Reading**Second Reading***ORD 19-053***Law**Sponsor: Lynch*

An Ordinance To Amend Section 331.44 of the Codified Ordinances of the City of Canal Winchester ([Ordinance](#))

- Second Reading Only

Coolman stated second reading only

First Reading**ORD 19-060***Development*

An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Canal Winchester Hotels, LLC ([Ordinance](#))

- First Reading Only

Amos stated first reading only

ORD 19-061*Development*

An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Winchester Office Park, LLC ([Ordinance](#))

- First Reading Only

Coolman stated first reading only

ORD 19-062*Public Service*

An Ordinance to Authorize the Mayor to Enter Into the Facility Use Agreement with the Canal Winchester Joint Recreation District ([Ordinance, CWJRD Agreement](#))

- First Reading Only

Bennett stated first reading only

I. Reports*Mayor's Report*[19-096](#)Mayor's Report ([Report](#))

The Mayor stated the highlights of his written report; prescription drug take back day; Veteran's Day events coming up and Christmas in the Village

Fairfield County Sheriff

Sgt. Jesse Hendershot stated statistics of the drug take back day at Diley Ridge medical facility and it was successful to get the drugs off the streets. Issue at 36 Lehman Drive with the number of calls and he will talk to the manager about the volume of calls and number of assaults between patients and staff and patients. Working with other offices on the radio communications issues. Applied for Walmart grant for radar units and it was approved.

Law Director

Hollins stated there is no need for an executive session tonight.

*Finance Director**Public Service Director*

Peoples stated he emailed the SWACO bid package to the council members.

[19-097](#)Construction Services Report ([Report](#))[19-098](#)Public Services Report ([Report](#))*Development Director*[19-099](#)Development Report ([Report](#))**J. Council Reports**

Work Session/Council - Monday, November 18, 2019 at 6 p.m.

Work Session/Council - Monday, December 2, 2019 at 6 p.m.

CW Human Services - Mr. Lynch

CWICC - Mr. Clark

Clark stated they discussed the space available south of I-70 for commercial real estate; less than 4% open space around Rickenbacker; good market to be with OPUS and North Point. The next meeting is January 29, 2020 at 11:30 at the Interurban Building. Jarvis commented about Carroll, Ohio annexing land possibly for school purposes; Amos commented about this land being up for sale and residents were not happy. Haire stated there is a development proposal in that area.

CWJRD - Mr. Bennett/Mrs. Amos

Bennett stated on October 27th they had JRD roundtable discussion with residents and it was helpful; Amos said they will be sending out a survey targeted at current users of the JRD but open to all residents. The next meeting is November 21, 2019 at Town Hall at 7:00 pm.

Destination: Canal Winchester - Mr. Walker

Walker stated the next meeting is November 24, 2019 at 6:30 pm.

K. Old/New Business

Bennett asked a question to Hollins regarding ORD 19-053, the hands-free proposal; is it possible to consider a draft option that is more like Bexley's ordinance language before a third council reading. Jarvis commented the Bexley ordinance is more streamlined and easier to read and understand; Bennett agreed; our ordinance language is more similar to the Ohio Revised Code proposed language; Clark asked Bennett if he is wanting to substitute all new language; question of tabling the current language. Bennett stated if he is the only one who thinks it should be changed then it is ok to move forward; Clark wanted to clarify what Bennett is asking to do; Amos stated our language is lengthy; Hollins stated we dissected the Bexley language and the ORC language and came up with this draft. Amos discussed public safety vehicles, thinks they should not be included; Coolman commented about if we had an active shooter situation and the need for our city vehicles to communicate using phones to assist; Peoples stated that snow plows are not public safety vehicles; public works vehicles are not considered public safety vehicles under state code; police and fire vehicles are public safety vehicles; the city public service workers are communicating via cell phones or radios not headsets. Hollins said it has been a process to draft this ordinance; the language for minors was reviewed; writing legislation is a sausage making process. Bennett stated his question is withdrawn.

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

***Motion to adjourn made by Bennett; seconded by Amos
Motion carried by the following vote:***

***Yes 7 – Bennett, Amos, Clark, Coolman, Jarvis, Walker
Adjourned at 7:36 pm***

Madison Township Police Department
Patrol Summary Per Shift - Canal Winchester

A Company Summary			B Company Summary			C Company Summary		
Nature	Total	Per Day	Nature	Total	Per Day	Nature	Total	Per Day
Dispatched Calls		0	Dispatched Calls		0	Dispatched Calls		0
Pickup Calls	4	0.131492	Pickup Calls	7	0.230112	Pickup Calls	32	1.05194
Multi-Unit Calls		0	Multi-Unit Calls		0	Multi-Unit Calls	10	0.328731
Reports		0	Reports	2	0.065746	Reports	1	0.032873
Community Contacts	30	0.986193	Community Contacts		0	Community Contacts	31	1.019066
F.I. Cards		0	F.I. Cards		0	F.I. Cards	6	0.197239
Foot Patrol		0	Foot Patrol		0	Foot Patrol		0
Patrol Minutes	866	28.46811	Patrol Minutes	130	4.273504	Patrol Minutes	742	24.39185
Business Checks	35	1.150559	Business Checks	58	1.90664	Business Checks		0
Vacation Checks		0	Vacation Checks		0	Vacation Checks		0
Traffic Stops	4	0.131492	Traffic Stops	18	0.591716	Traffic Stops	17	0.558843
Citations	2	0.065746	Citations	4	0.131492	Citations	6	0.197239
Warnings	2	0.065746	Warnings	14	0.460224	Warnings	17	0.558843
Felony Arrests		0	Felony Arrests		0	Felony Arrests		0
OVI Arrests		0	OVI Arrests		0	OVI Arrests		0
Community Events	1	0.032873	Community Events		0	Community Events	1	0.032873
Warrant Pickups		0	Warrant Pickups		0	Warrant Pickups	1	0.032873
Misdemeanor Charges Filed		0	Misdemeanor Charges Filed		0	Misdemeanor Charges Filed	6	0.197239
Felony Charges Filed		0	Felony Charges Filed		0	Felony Charges Filed		0

10/1/2019-10/31/2019 Canal Winchester Statistics

ORDINANCE NO. 19-053

AN ORDINANCE TO AMEND SECTION 331.44 OF THE CODIFIED ORDINANCES OF THE CITY OF CANAL WINCHESTER

WHEREAS, the City of Canal Winchester recognizes the dangerous and increasing trend of distracted driving; and

WHEREAS, the City wishes to protect its residents, visitors, and children from injury caused by distracted driving; and

WHEREAS, texting while driving is currently only punishable in Canal Winchester as a secondary offense in addition to other charges;

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

Section 1. That Section 331.44 of the Codified Ordinances of the City of Canal Winchester be amended to reflect the changes in the attached Exhibit A.

Section 2.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

LEGAL COUNSEL

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

CLERK OF COUNCIL

EXHIBIT A:

331.44 SENDING, READING, OR WRITING A TEXT MESSAGE OR ACCESSING THE INTERNET WHILE DRIVING.

(a) As used in this section:

(1) “Text message” means any message sent, stored or received via mobile communication device. For the purpose of this section, an email message shall be considered a text message.

(2) “Electronic wireless communications device” means (a) a wireless telephone; (b) a text-messaging device; (c) a personal digital assistant; (d) a computer, including a laptop computer and a computer tablet; or (e) any other substantially similar wireless device that is designed or used to communicate text.

(3) “Emergency vehicles” and “public safety vehicles” shall have the same meaning as set forth in Ohio R.C. 4511.01(D) and (E).

(b) No person shall operate a motor vehicle on any street, highway, or property used by the public for purposes of vehicular traffic or parking while using in any manner an electronic wireless communications device.

(c) Division (b) of this section shall not apply to any of the following:

(1) A person using an electronic wireless communications device for emergency purposes, including an emergency contact with a law enforcement agency, hospital or health care provider, fire department, or other similar emergency agency or entity;

(2) A person driving a public safety vehicle who uses a handheld electronic wireless communications device in that manner in the course of the person’s duties;

(3) A person using an electronic wireless communications device whose motor vehicle is in a stationary position and the motor vehicle is outside a lane of travel;

(4) A person receiving wireless messages on a device regarding the operation or navigation of a motor vehicle; safety-related information, including emergency, traffic, or weather alerts; or data used primarily by the motor vehicle;

(5) A person using a navigation device in a voice-operated or hands-free manner who does not manipulate the device while driving;

(6) A person conducting wireless interpersonal communication with a device that does not require manually entering letters, numbers, or symbols or reading text messages, except to activate, deactivate, or initiate the device or a feature or function of the device;

(7) A person operating a commercial truck while using a mobile data terminal that transmits and receives data;

(8) A person using a handheld electronic wireless communications device in conjunction with a voice-operated or hands-free device feature or function of the vehicle. "Voice-operated or hands-free device" means a device that allows the user to vocally compose or send, or to listen to a text-based communication without the use of either hand except to activate or deactivate a feature or function.

(d) Whoever violates this section shall be guilty of a minor misdemeanor.

ORDINANCE NO. 19-060

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR WATER LINE FROM CANAL WINCHESTER HOTELS, 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 services to properties located along Winchester Boulevard;

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 legal description and plat of survey for Public Water Line Easement – 1, attached hereto as Exhibit A and Exhibit A-1 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.

Clerk of Council

EASEMENT FOR WATER LINE

CANAL WINCHESTER HOTELS, 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 _____ day of _____, 2019.

CANAL WINCHESTER HOTELS, LLC

By: _____

Its: _____

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, personally appeared _____, an authorized representative of CANAL WINCHESTER HOTELS, 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 _____ day of _____, 2019.

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

DESCRIPTION
PUBLIC WATERLINE EASEMENT-1

Situated Section 25, Township 11, Range 21, Buckingham's Survey of the Congress Lands, City of Canal Winchester, County of Franklin, State of Ohio and lying in that 2.284 acre tract of land conveyed to Canal Winchester Hotels, LLC, as recorded in Instrument Number 201704120049414, all references are the Records of the Franklin County Recorder's Office, said easement being further described as follows:

Commencing at a point at the northwest corner of said Canal Winchester Hotels, LLC 2.284 acre parcel, said point being on the south line of Winchester Boulevard, 66 Feet wide, said point also being the **True Point of Beginning** for the Easement herein described;

Thence, South 85° 44' 18" East, 20.00 feet, along the south line of Winchester Boulevard, to a point;

Thence, South 04° 15' 42" West, 335.00 feet, across said Canal Winchester Hotels, LLC 2.284 acre parcel, to a point;

Thence, North 85° 44' 18" West, 20.00 feet, across said Canal Winchester Hotels, LLC 2.284 acre parcel, to a point;

Thence, North 04° 15' 42" East, 335.00 feet, across said Canal Winchester Hotels, LLC 2.284 acre parcel and along the east line of the Winchester Office Park, LLC, 2.720 acre parcel, as recorded in Instrument Number 201602230021315, to the **True Point of Beginning**.

Bearings described are based on State Plane Grid, South Zone NAD83(1986) and referenced to Monuments CW1006 & CW1010. The bearing of South 85° 44' 18" East, assigned to the common line of Sections 24 & 25 is designated as the basis of bearing for this survey.

Part of PN 184-003286

This Description is based on a survey made by Todd D. Willis in May, 2016, Reg. Surveyor No. 7996. Phone No. 740-739-4030, Willis Engineering & Surveying.

Todd Willis
9/29/2019



PLAT OF SURVEY EASEMENTS

SITUATED IN SECTION 25, TOWNSHIP 11, RANGE 21, BUCKINGHAM'S SURVEY OF THE CONGRESS LANDS
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

PWE - PUBLIC WATERLINE EASEMENT
PDE - PRIVATE DRAINAGE EASEMENT

Gender/Thirty-Three
OR 11357F13
OR 11357F16
83.393 AC (Parcel 1)

City of Canal Winchester
IN 201608180109326
0.629 AC

Easement Line Table		
Line #	Length	Direction
L15	141.99'	N85°44'18"W
L16	59.72'	S27°11'40"W
L17	23.93'	N85°44'18"W
L18	157.19'	N27°11'40"E
L19	130.01'	S75°29'43"E
L20	23.53'	S04°15'42"W
L21	328.18'	N85°44'18"W
L22	35.00'	N04°15'42"E
L23	343.56'	S85°44'18"E
L24	19.19'	S57°32'51"W
L25	20.00'	N04°15'42"E
L26	10.00'	S85°44'18"E
L27	20.00'	S04°15'42"W
L28	10.00'	N85°44'18"W

Easement Line Table		
Line #	Length	Direction
L1	20.00'	S85°44'18"E
L2	335.00'	S04°15'42"W
L3	20.00'	N85°44'18"W
L4	335.00'	N04°15'42"E
L5	15.00'	S85°44'18"E
L6	172.24'	S04°15'42"W
L7	15.00'	N85°44'18"W
L8	172.24'	N04°15'42"E
L9	10.00'	S04°15'42"W
L10	158.00'	N85°44'18"W
L11	66.65'	N04°15'42"E
L12	32.14'	S75°29'43"E
L13	50.94'	S04°15'42"W
L14	126.37'	S85°44'18"E

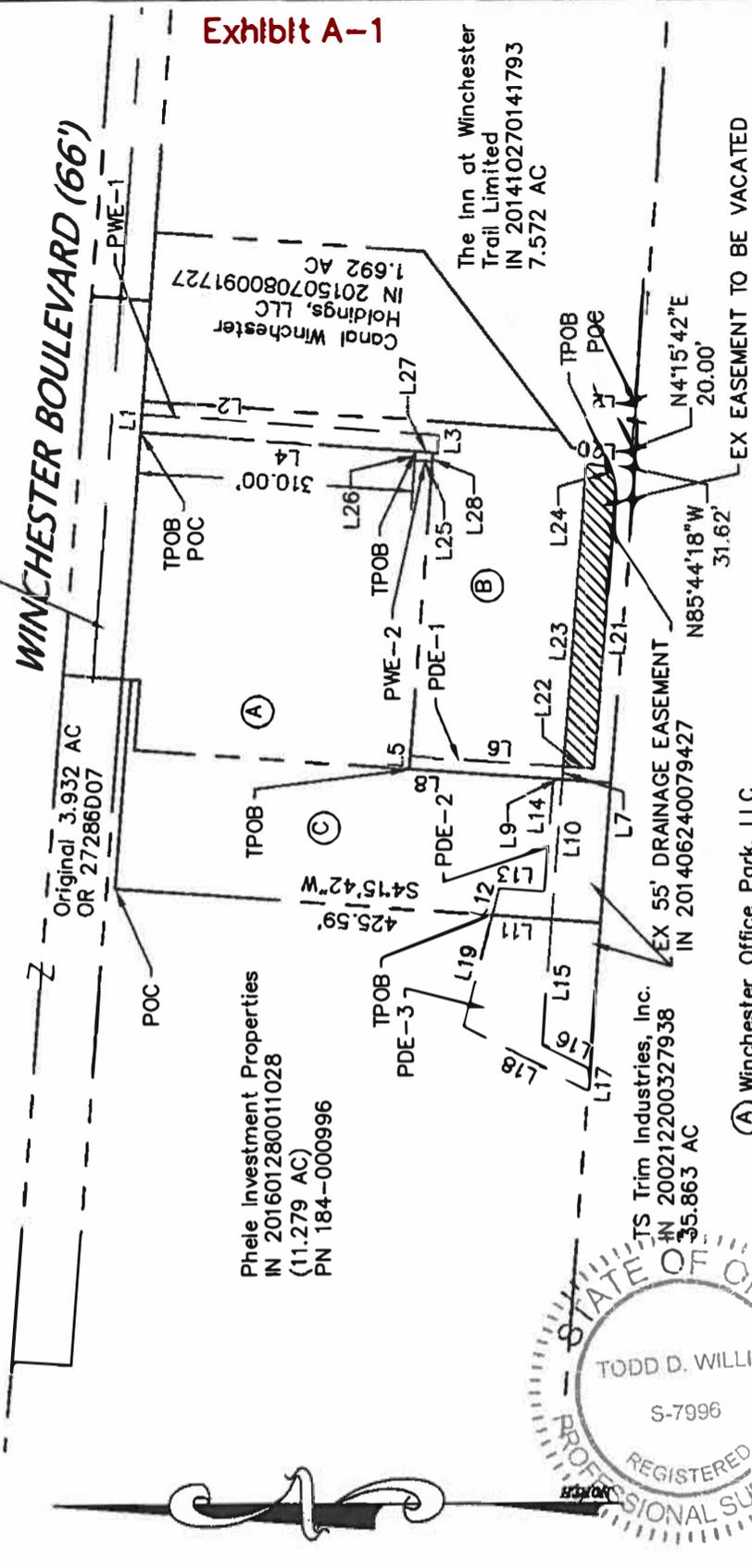
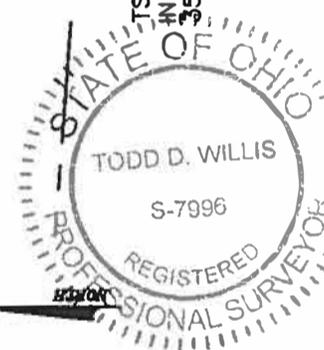


Exhibit A-1



RECORDS USED
Deed Records as shown, prior plats of surveys and observed evidence located by an actual field survey

BASIS OF BEARINGS
Bearings described are based on Ohio State Plane Grid, South Zone, NAD83(1986) and referenced to Monuments CW1006 & CW1010. The bearing of S 85° 44' 18" E, assigned to the common line of Sections 24 & 25, is designated the basis of bearings for this survey.

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.

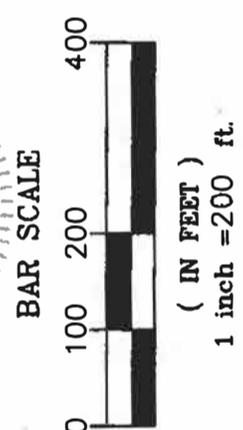
Todd D. Willis
2019-2019

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

(A) Winchester Office Park, LLC
IN 201602230021315
2.720 AC (4.963 AC)
PN 184-003243

(B) Canal Winchester Hotels, LLC
IN 201704120049414
2.284 AC
PN 184-003286

(C) Sirius Investments, LLC
IN 201707120095254
2.003 AC
PN 184-003288



ORDINANCE NO. 19-061

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ACCEPT AN EASEMENT FOR WATER LINE FROM WINCHESTER OFFICE PARK, 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 services to properties located along Winchester Boulevard;

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 legal description and plat of survey for Public Water Line Easement – 2, attached hereto as Exhibit A and Exhibit A-1 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.

Clerk of Council

EASEMENT FOR WATER LINE

WINCHESTER OFFICE PARK, 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 _____ day of _____, 2019.

WINCHESTER OFFICE PARK, LLC

By: _____

Its: _____

STATE OF OHIO

COUNTY OF FRANKLIN, SS:

Before me, a Notary Public, personally appeared _____, an authorized representative of WINCHESTER OFFICE PARK, 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 _____ day of _____, 2019.

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

DESCRIPTION
PUBLIC WATERLINE EASEMENT-2

Situated Section 25, Township 11, Range 21, Buckingham's Survey of the Congress Lands, City of Canal Winchester, County of Franklin, State of Ohio and lying in that 2.720 acre tract of land conveyed to Winchester Office Park, LLC, as recorded in Instrument Number 201602230021315, all references are the Records of the Franklin County Recorder's Office, said easement being further described as follows:

Commencing at a point at the northeast corner of said Winchester Office Park, LLC 2.720 acre parcel, said point being on the south line of Winchester Boulevard, 66 Feet wide;

Thence, South 04° 15' 42" West, 310.00 feet, along the easterly line of said Winchester Office Park, LLC, 2.720 acre parcel, to a point, said point also being the **True Point of Beginning** for the Easement herein described;

Thence, South 04° 15' 42" West, 20.00 feet, along the easterly line of said Winchester Office Park, LLC, 2.720 acre parcel, to a point at the southeast corner thereof;

Thence, North 85° 44' 18" West, 10.00 feet, along the south line of said Winchester Office Park, LLC 2.720 acre parcel, to a point;

Thence, North 04° 15' 42" East, 20.00 feet, across said Winchester Office Park, LLC, 2.720 acre parcel, to a point;

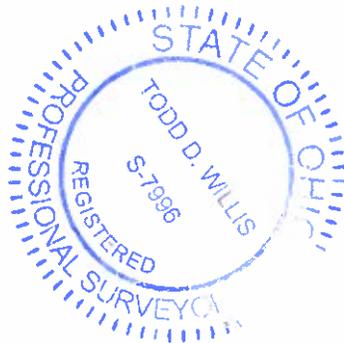
Thence, South 85° 44' 18" East, 10.00 feet, across said Winchester Office Park, LLC, 2.720 acre parcel, to the **True Point of Beginning**.

Bearings described are based on State Plane Grid, South Zone NAD83(1986) and referenced to Monuments CW1006 & CW1010. The bearing of South 85° 44' 18" East, assigned to the common line of Sections 24 & 25 is designated as the basis of bearing for this survey.

Part of PN 184-003243

This Description is based on a survey made by Todd D. Willis in May, 2016, Reg. Surveyor No. 7996. Phone No. 740-739-4030, Willis Engineering & Surveying.

Todd Willis
9-09-2019



PLAT OF SURVEY EASEMENTS

SITUATED IN SECTION 25, TOWNSHIP 11, RANGE 21, BUCKINGHAM'S SURVEY OF THE CONGRESS LANDS
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

PWE - PUBLIC WATERLINE EASEMENT
PDE - PRIVATE DRAINAGE EASEMENT

Gender/Thirty-Three
OR 11357F13
OR 11357F16
83.393 AC (Parcel 1)

City of Canal Winchester
IN 201608180109326
0.629 AC

WINCHESTER BOULEVARD (66')

Easement Line Table		
Line #	Length	Direction
L1	20.00'	S85°44'18"E
L2	335.00'	S04°15'42"W
L3	20.00'	N85°44'18"W
L4	335.00'	N04°15'42"E
L5	15.00'	S85°44'18"E
L6	172.24'	S04°15'42"W
L7	15.00'	N85°44'18"W
L8	172.24'	N04°15'42"E
L9	10.00'	S04°15'42"W
L10	158.00'	N85°44'18"W
L11	66.65'	N04°15'42"E
L12	32.14'	S75°29'43"E
L13	50.94'	S04°15'42"W
L14	126.37'	S85°44'18"E

Easement Line Table		
Line #	Length	Direction
L15	141.99'	N85°44'18"W
L16	59.72'	S27°11'40"W
L17	23.93'	N85°44'18"W
L18	157.19'	N27°11'40"E
L19	130.01'	S75°29'43"E
L20	23.53'	S04°15'42"W
L21	328.18'	N85°44'18"W
L22	35.00'	N04°15'42"E
L23	343.56'	S85°44'18"E
L24	19.19'	S57°32'51"W
L25	20.00'	N04°15'42"E
L26	10.00'	S85°44'18"E
L27	20.00'	S04°15'42"W
L28	10.00'	N85°44'18"W

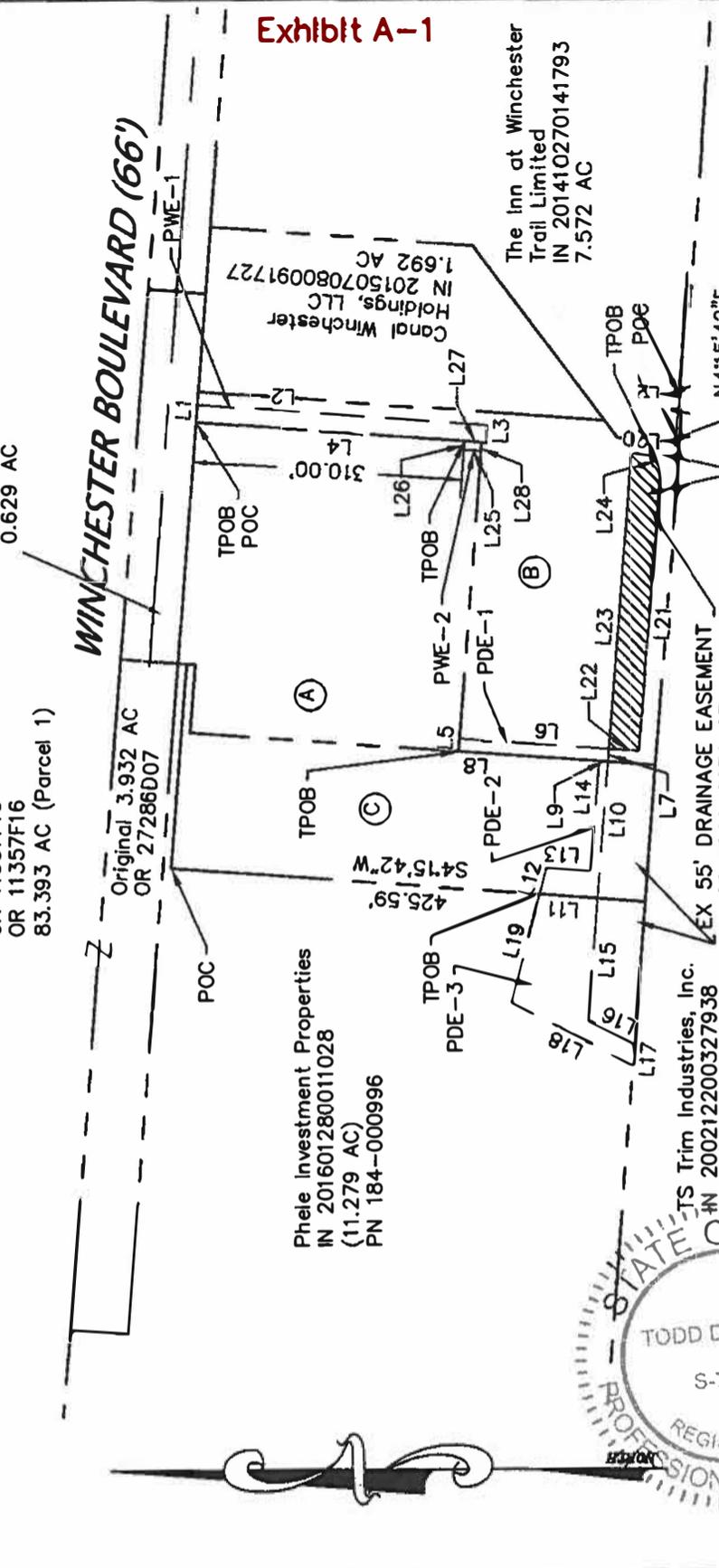
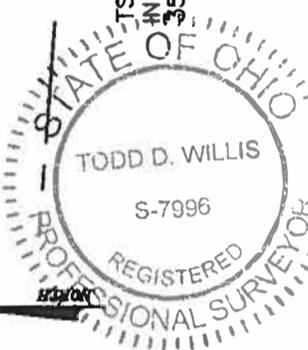


Exhibit A-1



RECORDS USED
Deed Records as shown, prior plats of surveys and observed evidence located by an actual field survey

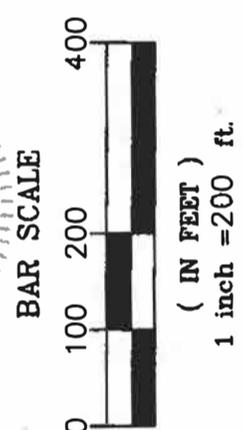
BASIS OF BEARINGS
Bearings described are based on Ohio State Plane Grid, South Zone, NAD83(1986) and referenced to Monuments CW1006 & CW1010. The bearing of S 85° 44' 18" E, assigned to the common line of Sections 24 & 25, is designated the basis of bearings for this survey.

- (A) Winchester Office Park, LLC
IN 201602230021315
2.720 AC (4.963 AC)
PN 184-003243
- (B) Canal Winchester Hotels, LLC
IN 201704120049414
2.284 AC
PN 184-003286
- (C) Sirius Investments, LLC
IN 201707120095254
2.003 AC
PN 184-003288

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
2019-2019

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



ORDINANCE NO. 19-062

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO THE FACILITY USE AGREEMENT WITH THE CANAL WINCHESTER JOINT RECREATION DISTRICT

WHEREAS, the City entered into a facility use agreement with the Canal Winchester Joint Recreation District to enter into a cooperative agreement to establish terms of use of City facilities and desires to continue with the expiring agreement; 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 continue with the facility use agreement with the Canal Winchester Joint Recreation District.

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 on behalf of the City of Canal Winchester to enter into a facility use agreement with the Canal Winchester Joint Recreation District, in a form substantially similar to the attached Exhibit 1.

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.

Clerk of Council

**FACILITY USE AGREEMENT BETWEEN
THE CITY OF CANAL WINCHESTER AND
THE CANAL WINCHESTER JOINT RECREATION DISTRICT**

These two entities, The City of Canal Winchester (“City”) and) Canal Winchester Joint Recreation District (“CWJRD”), agree to be bound by way of mutual resolutions adopted by the respective governing bodies, hereby state the following as terms of their Agreement:

USE:

The use of City facilities by Canal Winchester Joint Recreation District is limited to the CWJRD functions.

AGREEMENT REVIEW:

This Agreement shall be reviewed annually in a meeting between representatives of both parties held before January 1, of each year beginning in 2021. This annual review will be comprehensive in terms of anything related to the continuation of this Agreement.

This review will include and not be limited to the facilities needed as well as scheduling needs/concerns. Any amendment(s) to this agreement shall be in writing, signed by both parties.

COMMENCEMENT AND TERM:

The term of this Agreement shall be for three (3) years beginning on January 1, 2020 and concluding on December 31, 2022. Earlier termination by either party shall be in writing with a ninety (90) day notice to the other party. Both parties agree to negotiate in good faith toward their mutual best interest. The term of this Agreement may be extended in periods of twelve (12) months at a time.

FACILITIES AND TERMS:

At the commencement of this Agreement and ongoing for its duration, CWJRD will be permitted to use City facilities as agreed upon by the parties. Terms are hereby attached as Exhibit 1 and incorporated by reference.

ASSIGNMENT:

CWJRD may not assign this Agreement or any part of the facilities without the prior written consent of the City.

NO WAIVER:

No waiver of any part of this Agreement by either party will be deemed to constitute a future waiver of the same or any other part of the Agreement. In order to be effective, any waiver must be in writing and must be delivered to the other party.

INSURANCE AND LIABILITY:

The City will maintain the facilities on the blanket insurance policy. CWJRD will maintain, at

its sole cost and expense, comprehensive general public liability insurance against claims for personal/bodily injury, death, and property damage occurring in or about the facilities and common areas as a result of CWJRD's use of the facilities or common areas. Such insurance shall have a limit of not less than Two Million Dollars (\$2,000,000.00); AND (ii) fire and extended coverage insurance on all personal property stored or placed by CWJRD in or about the facilities or common areas in an amount equal to the full replacement value thereof (without deduction for depreciation). Any insurance required to be carried by CWJRD may be provided under a blanket policy or policies covering CWJRD. The comprehensive public liability insurance policy required to be maintained by CWJRD will name the City as an additional insured.

CITY LIABILITY

City will not be liable or responsible to any person or persons for bodily injury or property damage arising out of or resulting from the use of the Premises by the CWJRD unless such injury or property damages arises out of the negligence of the City, its employees, agents, successors or assigns. Nothing in this Agreement shall abrogate or modify any rights or responsibilities of the parties for purposes of Chapter 2744, Ohio Revised Code.

SIGNATURES:

City

CWJRD

Mayor

Chairperson

(Print Name)

(Print Name)

Date

Date

Exhibit 1

Terms of Field Use Agreement between the City of Canal Winchester (City) and the Canal Winchester Joint Recreation District (CWJRD) for the use of City-owned recreational facilities.

City:

- Mowing of grass on a once per week basis for City-owned property and other areas by separate agreement
- Maintenance and repair of parking lots
- Maintenance and repair of underground drainage, water, and sewer systems
- Furnish priority use of fields and facilities including reservation of Hanners recreation fields from March 15 to the end of the baseball/softball season
- Provide office space and office storage (currently located at 10 N. High St.) at times that do not interfere with scheduled City events, functions, or meetings
- Use of Municipal Pool for pre-scheduled meets and practices
- Use of Community Center for pre-scheduled meetings, picture taking, and banquets
- Movement of bleachers, goals, etc. as needed
- Payment of utilities at parks and offices
- Maintenance and repair of signage owned by City
- Assistance with special projects on a case-by-case basis
- Maintenance of concession building, storage building, baseball field fencing at Hanners Park, excluding contents owned by CWJRD
- Maintenance of infield surfaces other than during recreation seasons
- Application of post-season pesticides/herbicides/fertilizer

CWJRD:

- Field/venue setup including but not limited to striping, boundary and goal setting, lane marking, equipment setup, etc.
- Maintenance and repair of infield surfaces during recreation seasons
- Application of pre-season pesticides/herbicides/fertilizer (subject to City notification)
- Field expansion/enhancement activities (subject to City approval/notification)
- Necessary repairs due to CWJRD activities
- Maintenance and repair of signage owned by CWJRD
- Maintenance and repair of CWJRD property (signage, equipment, irrigation, etc.)
- Mowing of fields above and beyond what is provided by City
- Payment of portable toilet cleaning during recreation seasons

ORDINANCE NO. 19-063

AN ORDINANCE AUTHORIZING THE MAYOR AND CLERK TO ACCEPT AND EXECUTE THE PLAT FOR VILLAGES AT WESTCHESTER SECTION 13, PHASE 2

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 Villages at Westchester Section 13, Phase 2, 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 Villages at Westchester Section 13, Phase 2.

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.

CLERK OF COUNCIL



To: Audra DiOrio, CMC, Clerk of Council
From: Andrew Moore, Planning and Zoning Administrator
Date: November 13, 2019
RE: Application FS-19-005

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held **November 12, 2019**

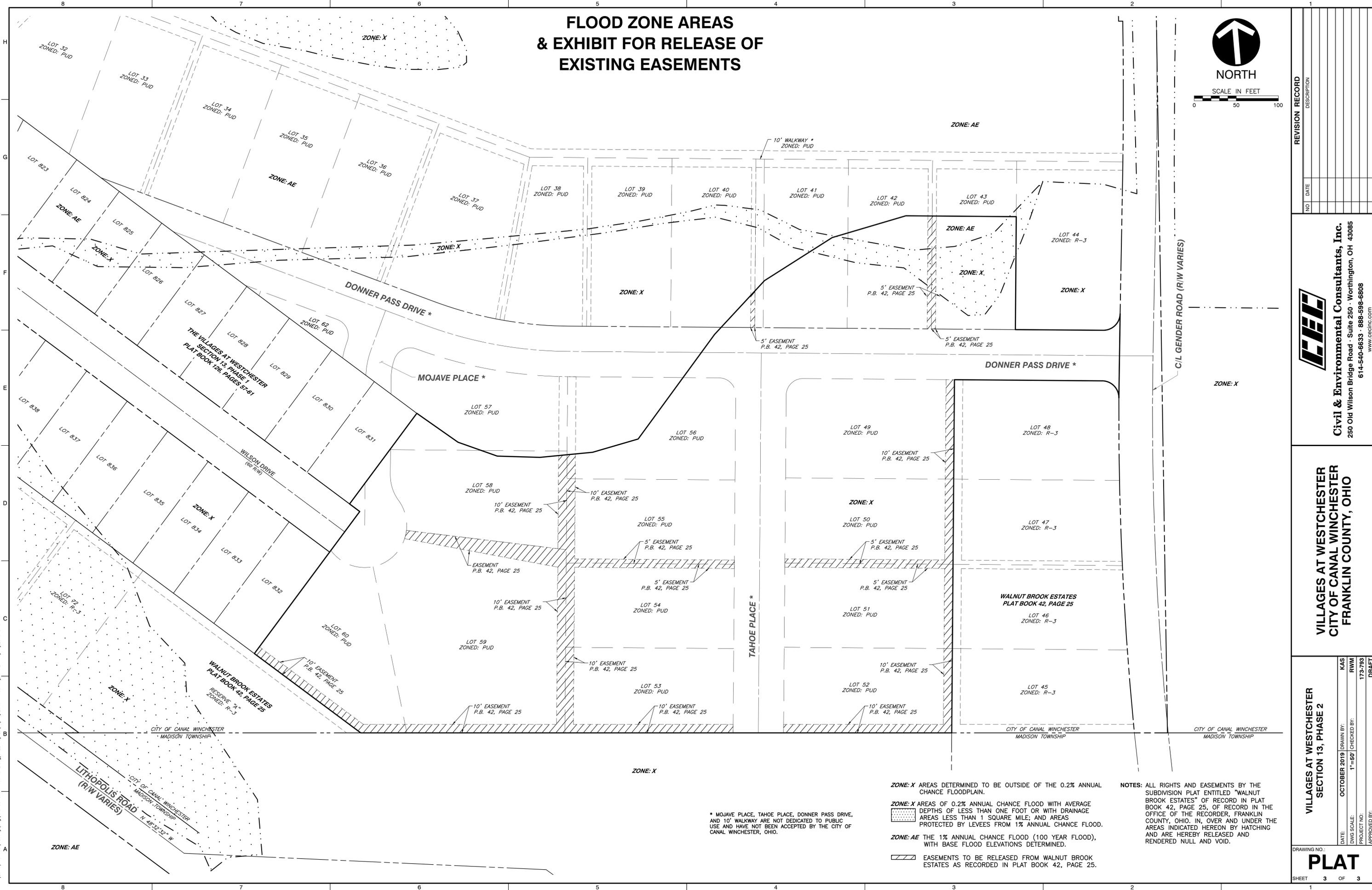
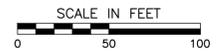
Motion by Donahue, seconded by Wildenthaler, to recommend to City Council approval of FS-19-005; to consider a Final Subdivision Plat for Villages at Westchester Section 13 Phase 2; for property located at PID: 184-001008. Applicant Keith Smith – Civil & Environmental Consultants, Inc., Owner Grand Communities, Ltd. Voting yes: Bill Christensen; Brad Richey; Mike Vasko; Joe Donahue; Kevin Serna; Joe Wildenthaler. **Motion Carried 6-0.**

Andrew Moore
Planning and Zoning Administrator

FLOOD ZONE AREAS & EXHIBIT FOR RELEASE OF EXISTING EASEMENTS



NORTH



NO.	DATE	DESCRIPTION

CEC
Civil & Environmental Consultants, Inc.
 250 Old Wilson Bridge Road · Suite 250 · Worthington, OH 43085
 614-540-6633 · 888-598-6808
 www.cecinc.com

VILLAGES AT WESTCHESTER
CITY OF CANAL WINCHESTER
FRANKLIN COUNTY, OHIO

VILLAGES AT WESTCHESTER
SECTION 13, PHASE 2

DATE: OCTOBER 2019 | DRAWN BY: KAS
 DWG SCALE: 1"=50' | CHECKED BY: RWM
 PROJECT NO: 173-793
 APPROVED BY: DRAFT

DRAWING NO.: **PLAT**
 SHEET 3 OF 3

ZONE: X AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ZONE: X AREAS OF 0.2% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE: AE THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD), WITH BASE FLOOD ELEVATIONS DETERMINED.

EASEMENTS TO BE RELEASED FROM WALNUT BROOK ESTATES AS RECORDED IN PLAT BOOK 42, PAGE 25.

NOTES: ALL RIGHTS AND EASEMENTS BY THE SUBDIVISION PLAT ENTITLED "WALNUT BROOK ESTATES" OF RECORD IN PLAT BOOK 42, PAGE 25, OF RECORD IN THE OFFICE OF THE RECORDER, FRANKLIN COUNTY, OHIO, IN, OVER AND UNDER THE AREAS INDICATED HEREON BY HATCHING AND ARE HEREBY RELEASED AND RENDERED NULL AND VOID.

* MOJAVE PLACE, TAHOE PLACE, DONNER PASS DRIVE, AND 10' WALKWAY ARE NOT DEDICATED TO PUBLIC USE AND HAVE NOT BEEN ACCEPTED BY THE CITY OF CANAL WINCHESTER, OHIO.

P:\2017\173-793\Survey\DWG\173793-301-Plat 13-2.dwg/150821-31 LS(10/17/2019 - 10:49 AM) - LP: 10/17/2019 8:49 AM

ORDINANCE NO. 19-064

AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR OUTLOT 4 IDENTIFIED IN THE MEIJER OUTPARCEL DEVELOPMENT PATTERN BOOK

WHEREAS, the final development plan for Outlot 4 of the Meijer Development has been approved with conditions by the Planning and Zoning Commission; and

WHEREAS, Council approved the Meijer Store and Outparcel Development Pattern Book with Ordinance 74-06; and

WHEREAS, per Ordinance No. 52-01, all final development plans of the Pifer property are also to be approved by the Council of the City of Canal Winchester.

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

SECTION 1. That the City Council hereby approves the Final Development Plan for Outlot 4 of the Meijer Development which is attached hereto as Exhibit A, subject to and conditioned upon, with the following conditions:

1. The applicant incorporates a dumpster gate to the plans to meet the outparcel development text.
2. The applicant constructs a sidewalk along Road 'B' to match the approved engineering plans for Meijer.
3. The applicant replaces the tree species "Freeman Armstrong Maple" with another tree that is not on the Urban Forester unapproved tree species list.
4. The applicant incorporates a serviceberry type species into the building perimeter landscaping to comply with the outparcel development text.

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.

CLERK OF COUNCIL



To: Audra DiOrio, CMC, Clerk of Council
From: Andrew Moore, Planning and Zoning Administrator
Date: November 13, 2019
RE: Application FDP-19-002

RECOMMENDATION

Regular Meeting of Planning and Zoning Commission held **November 12, 2019**

Motion by Donahue, seconded by Wildenthaler, to recommend to Council approval of FDP-19-002; to consider Final Development Plan Approval for Outlot 4 of the Meijer Outparcel Development; for property located at PID 042-0389000 (proposed 1.384 acre split on the east side of Diley Road). Applicant Brexton Construction, Owner Meijer Stores Limited Partnership. Voting yes: Bill Christensen, Brad Richey, Kevin Serna, Mike Vasko, Joe Wildenthaler, Joe Donahue. **Motion Carried with Conditions. 6-0**

Conditions of Approval:

1. The applicant incorporates a dumpster gate to the plans to meet the outparcel development text.
2. The applicant constructs a sidewalk along Road 'B' to match the approved engineering plans for Meijer.
3. The applicant replaces the tree species "Freeman Armstrong Maple" with another tree that is not on the Urban Forester unapproved tree species list.
4. The applicant incorporates a Serviceberry type species into the building perimeter landscaping to comply with the outparcel development text.

Andrew Moore
Planning and Zoning Administrator



City of Canal Winchester

36 South High Street
Canal Winchester, Ohio 43110
Development Department
Phone (614) 837-7501 Fax (614) 837-0145

DEVELOPMENT PLAN APPLICATION

_____ Preliminary Final

rev. 09/24/2013

PROPERTY OWNER

Name Meyer

Address 2350 3 Mile Rd, Grand Rapids MI 49544

Daytime Phone (616) 721-3209 Email matt.levitt@meyer.com

APPLICANT

Name Brexton Construction

Address 1123 Goodale Blvd Suite 500 Columbus OH 43212

Daytime Phone 614 441-4110 Email craig.abbott@brextonllc.com
614 402-0876 cell

Address/Location of Subject Property outlot C in front of Meyer (Diley Rd)

Tax Parcel ID 0420382000 Current Zoning P1D Acreage 1.384

Attach a current survey (within 2 years) of the subject property and all supporting materials as required by Chapter 1141 and Chapter 1173 as applicable (see attachment). Additional information may be required by the Planning and Zoning Administrator or the Planning and Zoning Commission.

I certify that the information provided with this application is correct and accurate to the best of my ability.

Melanie Wallenberg Forbes 10/21/19
Property Owner's or Authorize Agent's Signature Date

DO NOT WRITE BELOW THIS LINE

Date Received: ___/___/___ Fee: \$ ___ Paid Historic District: ___ Yes ___ No
Preservation District: ___ Yes ___ No
Date of Action: ___/___/___ Application ___ No
Expiration Date: ___/___/___ Approved: ___ Yes
___ Yes, with conditions
Tracking Number: PDP - _____

October 11, 2019

Description of 1.384 acres

Situated in the State of Ohio, County of Fairfield, Village of Canal Winchester, and being a part of Section 28 Township 15, Range 20, Congress Lands, and being 1.384 acres out of 24.769 acre tract as described in a deed to Meijer Stores Limited Partnership as recorded in O.R. 1451, Pg. 's 3330-3334, Fairfield County Recorder's Office, said 1.384 acre tract being more particularly described as follows:

Beginning for reference at a found monument box with a 3/4" iron pin with aluminum cap stamped "Trucco Construction ODOT C/L P.S. 7961", said monument box being located in the centerline of Diley Rd at the common corner of Sections 20, 21, 28, & 29;

Thence S 04°33'10" W, 503.61', along the centerline of said Diley Rd., being the common line between said Section 29 & 28, and along a west line of a 0.879 acre tract as conveyed to Board of Fairfield County Commissioners 40-WDV as recorded in O.R. 1324, Pg. 81, to a point:

Thence S 85°26'50" E, 69.86', crossing said Diley Rd and crossing said 0.879 acre tract, to an iron pin set, said iron pin being the True Place of Beginning for the herein described 1.384 acre tract;

Thence crossing said 24.769 acre tract, along a new division line, the following 3 courses and distances:

S 85°23'55"E, 336.68', to an iron pin set;

S 04°36'05"W, 180.00', to an iron pin set;

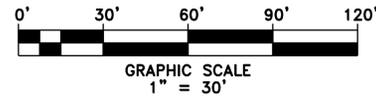
N 85°23'55"W, 333.00', to an iron pin set in the east line of said Diley Rd., being the east line of said 0.879 acre tract;

Thence N 03°25'47"E, 180.04', along the east line of said Diley Rd., being the east line of said 0.879 acre tract, to the True Place of Beginning, having an area of 60271 Square Feet, or 1.384 Acres, more or less, subject to all legal easements and right of ways of record.

Bearings are based on the centerline of said Diley Rd, as being S 04°33'10" W, based on GPS observations using the State of Ohio Department of Transportation VRS System, the State Plane Coordinate System, Ohio South Zone, North American Datum, of 1983, also known as NAD83 (2011 Adjustment). All iron pins set are 5/8" rebar, 30" long with yellow plastic cap stamped "J & J Surveying". All references to documents are recorded in the Fairfield County Recorder's Office. This description is based on an actual field survey performed by J & J Surveying under the direction of John W. Wetherill, P.S. 7811, in October 2019.

John W. Wetherill P.S. 7811 Date

TOPOGRAPHIC SURVEY OF A PART OF OUTLOT 4 MEIJER DR., CANAL WINCHESTER, OHIO



SITUATED IN THE STATE OF OHIO, COUNTY OF FAIRFIELD, VILLAGE OF CANAL WINCHESTER, BEING A PART OF SECTION 28 TOWNSHIP 15, RANGE 20, CONGRESS LANDS, AND BEING A PART OF 24.769 ACRE TRACT AS CONVEYED TO MEIJER STORES LIMITED PARTNERSHIP AS RECORDED IN OFFICIAL RECORD BOOK 1451, PAGE 330-334, FAIRFIELD COUNTY RECORDER'S OFFICE.

LEGEND

- 1 Lot Numbers
- Lot Lines
- Property Lines
- Centerline
- SAN Sanitary Sewer
- ST Storm Sewer
- W Water Main
- G Gas Main
- UGE Underground Lines
- OH Overhead Lines
- Electric Lines
- UGT Telephone Lines
- UGC Cable TV Lines
- A All Overhead Utilities
- FO Fiber Optic Line
- Ditch Line
- MHO Man Hole
- MI Storm Inlet
- CI Curb Inlet
- DI Drop Inlet
- DI Diameter
- CO Clean Out
- DSD Downspout Drain
- Fire Hydrant
- VB Valve Box
- GM Gas Meter
- GV Gas Valve
- WM Water Meter
- WV Water Valve
- EM Electric Meter
- UP Utility Pole
- GW Guy Wire
- PN Pole Numbers
- GL Gas Line Marker
- LP Light Pole
- YFL Yard or Flood Light
- TE Telephone Closure
- EC Electric Closure
- CC Cable Television Closure
- TS Traffic Signal Pole
- Bollard
- UPB Utility Pull Box
- Handicap
- Fence
- Sign
- CONC Concrete
- Evergreen Tree
- Deciduous Tree
- DR Official Record
- INST# Instrument Number
- IPF Iron Pin Found
- IPR Iron Pipe Found
- RRSF Railroad Spike Found
- MNS Mog Nail Set
- MNF Mog Nail Found
- DHS Drill Hole Set
- DHS Drill Hole Found
- DC Deed Calls
- (M) Measured Calls
- ALL MONUMENTS FOUND ARE NOTED WITH SIZE, CONDITION, AND GRADE.
- ALL IRON PINS SET ARE 5/8" IN DIAMETER W/ CAP STAMPED J & J SURVEYING

TREE	LEGEND
CAT	CATAWPA
CDR	CEDAR
COT	COTTONWOOD
CRAB	CRABAPPLE
HACK	HACKBERRY
HCK	HICKORY
LOC	LOCUST
MPL	MAPLE
MUL	MULBERRY
ORN	ORNAMENTAL
POP	POPULAR
SPR	SPRUCE
WAL	WALNUT
WC	WILD CHERRY
WIL	WILLOW

NOTES:

THIS SURVEY MEETS CURRENT "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS."

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF DILEY ROAD AS BEING S 4° 33' 10" W. BASED ON GPS OBSERVATIONS USING THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION VRS SYSTEM. THE STATE PLANS COORDINATE SYSTEM, OHIO SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, ALSO KNOWN AS NAD83 (2011 ADJUSTMENT).

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAN, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT REAL ESTATE: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF MAKING OF THIS SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS; ZONING OR OTHER LAND-USE REGULATIONS; AND ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.

DECLARATION IS MADE TO ORIGINAL PURCHASER OF THE SURVEY IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.

SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY. NO STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONTAINERS OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS TRACT.

AS OF THE DATE OF THIS SURVEY, THERE IS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.

AS OF THE DATE OF THIS SURVEY, THERE ARE NO PROPOSED CHANGES IN STREET RIGHT OF WAY LINES, NOR ANY OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS.

THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE-GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE OHIO UTILITY PROTECTION SERVICE SHOULD BE CONTACTED FOR VERIFICATION OF UTILITY TYPE AND FOR FIELD LOCATIONS.

FLOOD ZONE:

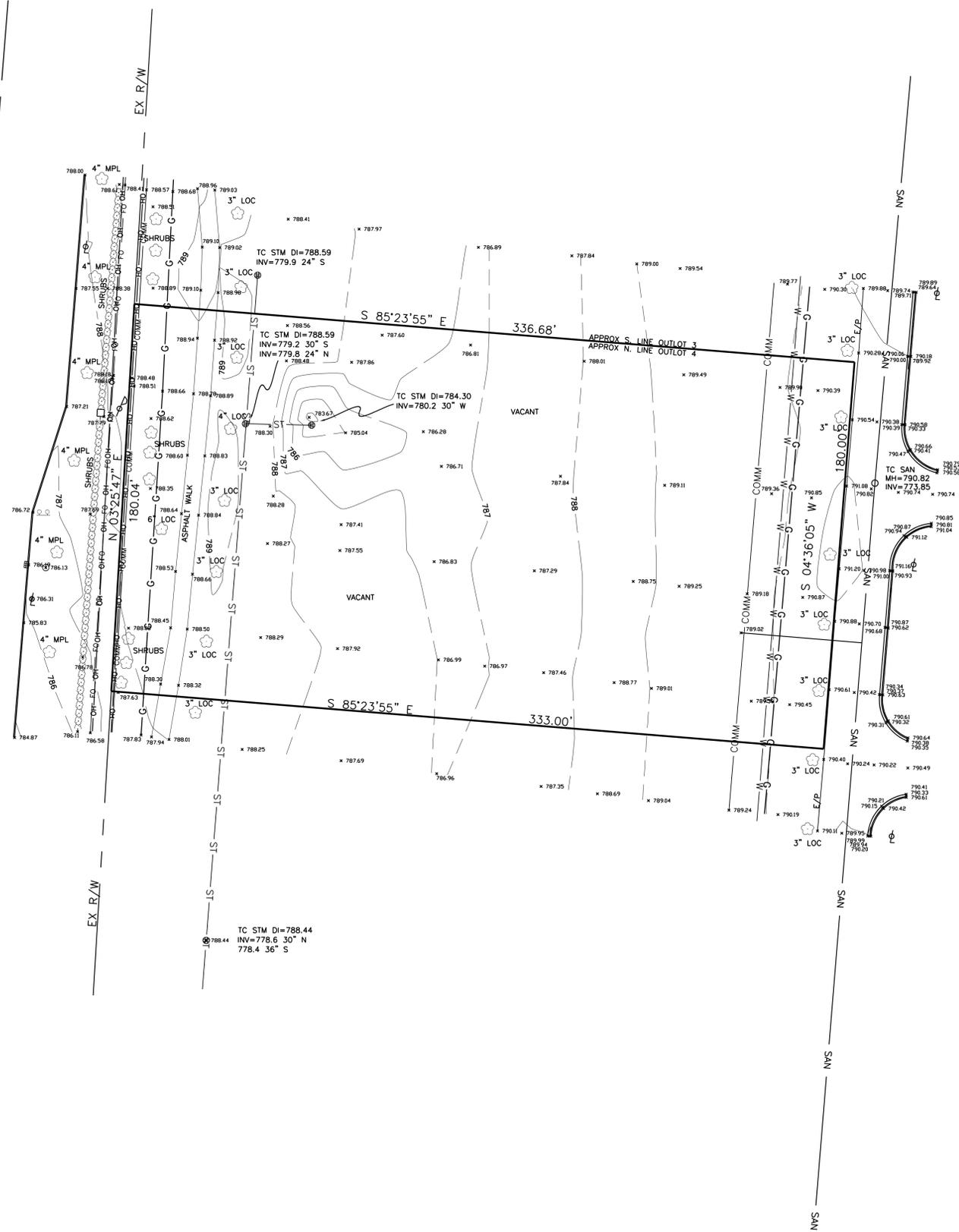
THE PROPERTY SHOWN HEREON LIES IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN.

ELEVATIONS:

ELEVATIONS ARE BASED ON GPS OBSERVATION USING THE OHIO DEPARTMENT OF TRANSPORTATION VRS SYSTEM=NAVD 88 DATUM.

SITE BENCHMARK #1CHSLED "X" ON SOUTH RIM OF SANITARY SEWER MAN HOLE LOCATED IN THE CENTERLINE OF THE ACCESS DRIVE ALONG THE EAST LINE OF THE SUBJECT TRACT, AS SHOWN ON SURVEY. ELEV=790.80

DILEY RD.
WIDTH VARIES

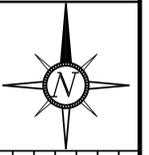


THIS DRAWING WAS PREPARED FROM AN ACTUAL FIELD SURVEY MADE BY J & J SURVEYING SERVICES, INC. ON 10/09/2019, AND REPRESENTS THE PREMISES SHOWN HEREON TO THE BEST OF OUR KNOWLEDGE.

JOHN W. WETHERILL REG. SURV. 7811 DATE

TC SAN
MH=789.13
INV=775.2

2 WORKING DAYS
BEFORE YOU DIG
CALL TOLL FREE 800-362-2764
OHIO UTILITIES PROTECTION SERVICE



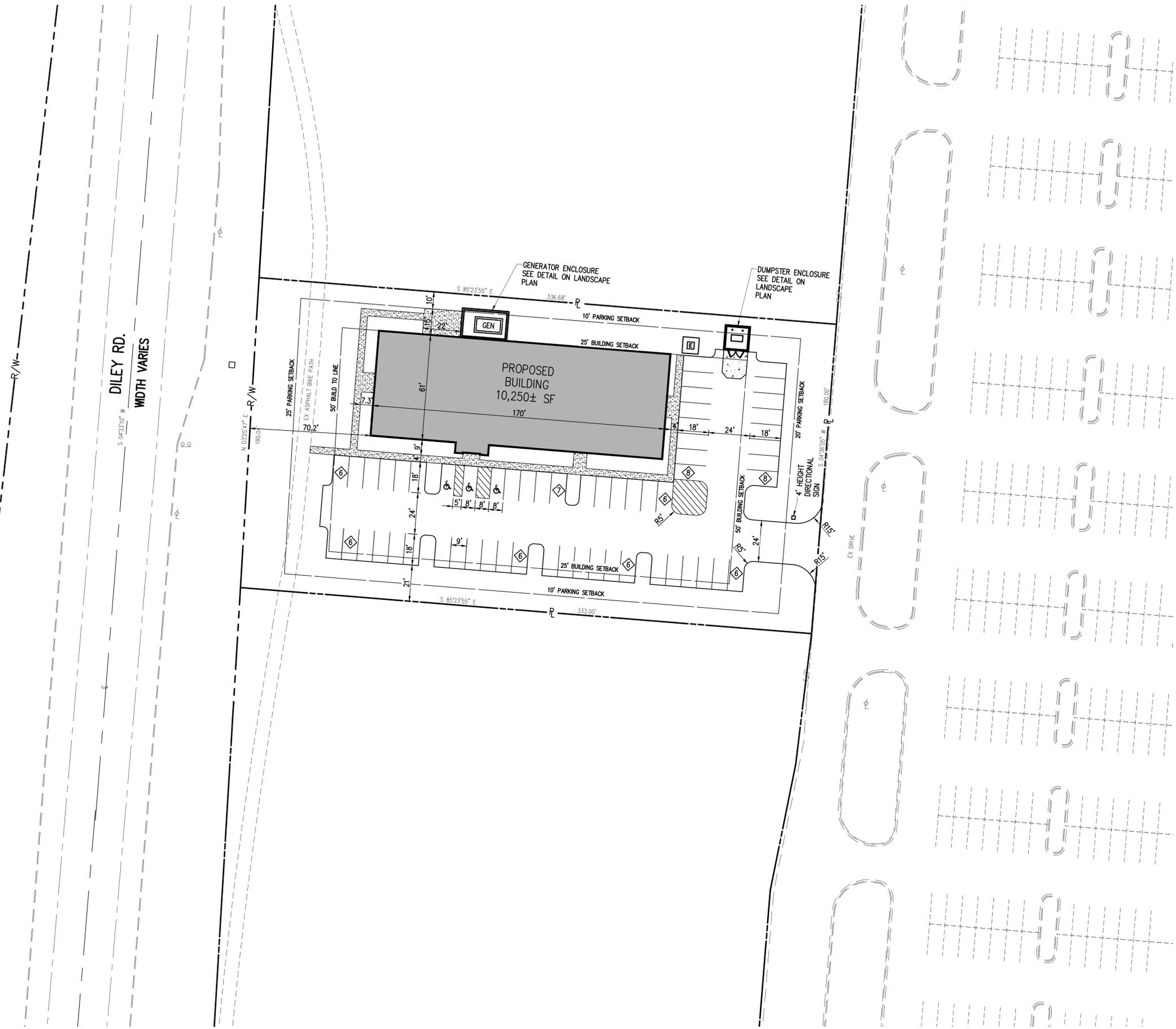
DATE	BY	REVISIONS	SCALE	DATE	BY	APP'D
10/10/19	JWW		1" = 30'			
	JWW					
	JWW					
	JWW					

TOPOGRAPHIC SURVEY OF A PART OF OUTLOT 4 MEIJER DR., CANAL WINCHESTER, OHIO

J. & J. SURVEYING SERVICES, INC.
7509 EAST MAIN ST. SUITE 104
REYNOLDSBURG, OHIO 43068
PH# (614) 866-9158
JOHN7811@AMERITECH.NET
JOHN.W.WETHERILL@JJSURVEYINGOHIO.COM
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JOB NUMBER
19-070

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LOCATION MAP
NOT TO SCALE

MANNIK & SMITH GROUP, INC.
1160 DUBLIN ROAD, SUITE 100
COLUMBUS, OHIO 43215
CONTACT: STEVEN E. FOX
PHONE: 614-452-4628
EMAIL: SFOX@MANNIKSMITHGROUP.COM

BREXTON, LLC
1123 GOODALE BLVD
GRANDVIEW HEIGHTS, OHIO 43212
CONTACT: CRAIG ABBOTT
PHONE: 614-441-4110
EMAIL: CRAIG.ABBOTT@BREXTONLLC.COM

SITE DATA TABLE

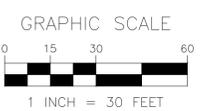
TOTAL SITE AREA:	1.38± AC.
TOTAL DISTURBED AREA (incl. R/W):	1.24± AC.
PRE-DEVELOPED IMPERVIOUS AREA:	0.03 AC.
POST-DEVELOPED IMPERVIOUS AREA:	0.76± AC.

SITE DATA

ADDRESS: DILEY ROAD
PID: 042039000
SITE AREA: 1.38± ACRES
ZONING: PCD - PLANNED COMMERCIAL DISTRICT
LAND USE:
EXISTING: OPEN SPACE
PROPOSED: MEDICAL OFFICE
BUILDING AREA: 10,250 SF
PARKING:
REQUIRED SPACES:
MEDICAL OFFICE BUILDING: 1/200 SF (10,350 SF) = 52 SPACES
PARKING PROVIDED:
TOTAL SPACES: = 59 SPACES
(HANDICAP SPACES: 3 INCLUDED IN ABOVE TOTAL)
LOT COVERAGE: 17.05%
GREEN SPACE: 44.93%
IMPERVIOUS SPACE: 55.07%

SITE PAVEMENT NOTES

- ALL PAVEMENT MARKINGS, SIGNS AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO AASHTO AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS AS SHOWN ON THE PLANS. PAVEMENT MARKINGS SHALL BE APPLIED PER MANUFACTURER RECOMMENDATIONS. APPLY PAINT TO CLEAN, DRY SURFACES TO YIELD SHARP DEFINITION OF EDGES. AIR TEMPERATURE OF 50° MINIMUM. APPLY TWO (2) COATS.



NO.	DATE	BY	DESCRIPTION
1			

1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.488.7340	PROJECT NO: 1014119 DATE: 07/19/18	MS SEF
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MANNIK & SMITH GROUP
CREATIVE SPIRIT.
www.MannikSmithGroup.com

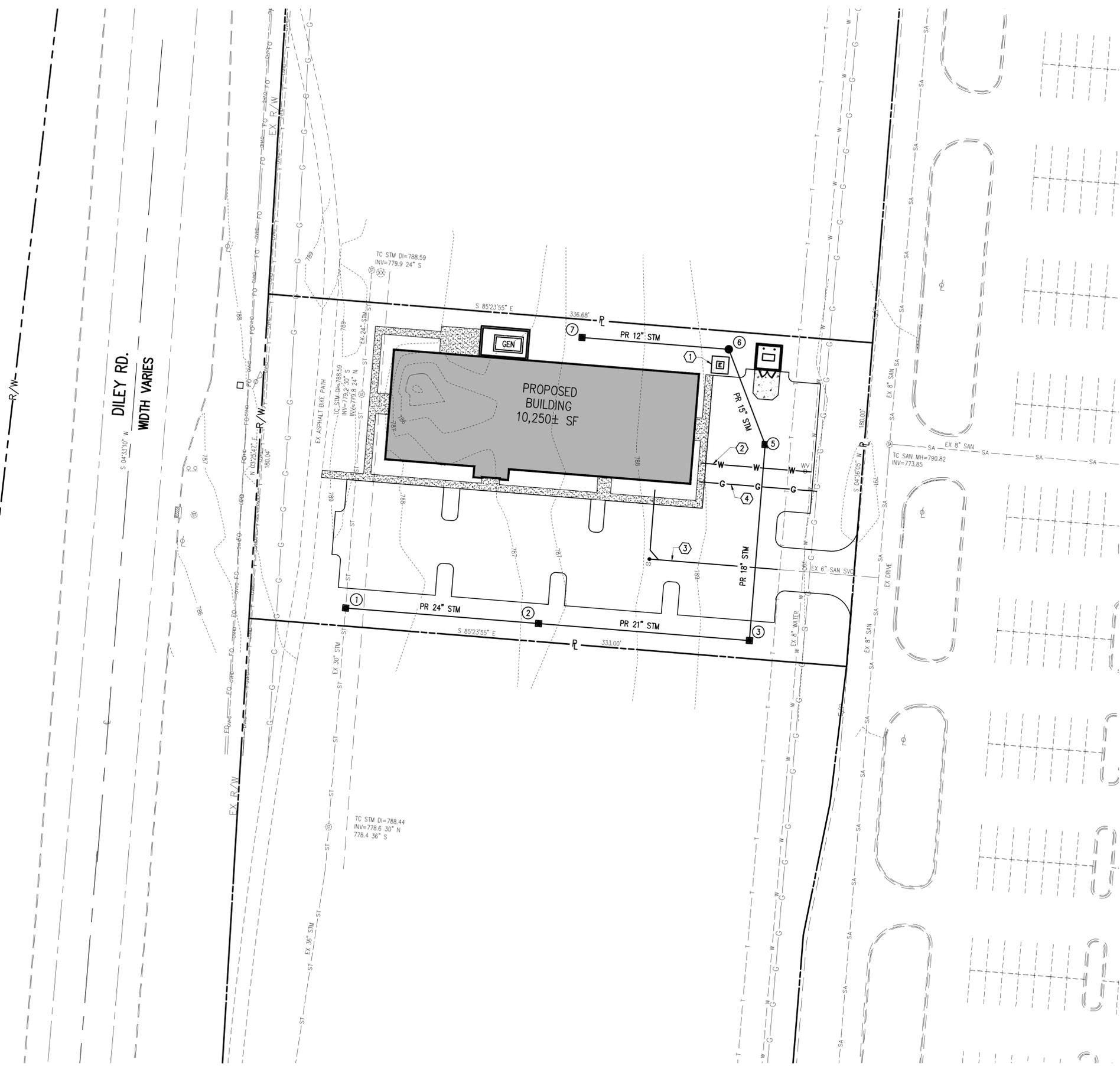
PREPARED FOR:
BREXTON, LLC
1123 GOODALE BLVD
GRANDVIEW HEIGHTS, OHIO 43212

SITE IMPROVEMENTS PLAN
MEIJER OUTPARCEL
CANAL WINCHESTER, OHIO

PROJ: 1014119
SIT: PCD

1

L:\Projects\Projects\A\182\2022\402\ZONING PLAN\071917.ZONING UTILITY PLAN.dwg, last printed: 01/16/2019 9:58 AM



DILEY RD.
WIDTH VARIES

LEGEND

- T --- EX TELEPHONE LINE
- UE --- EX UNDERGROUND ELECTRIC
- G --- EX GAS LINE
- SA --- EX SANITARY LINE
- ST --- EX STORM LINE
- W --- EX WATER LINE
- FO --- EX COMMUNICATION LINE
- OVHD --- EX OVERHEAD ELECTRIC
- EX CATCH BASIN
- EX CURB INLET
- EX SANITARY MANHOLE
- PR CATCH BASIN
- PR STORM STRUCTURE #
- PR MANHOLE
- CO CLEAN OUT

KEYED NOTES

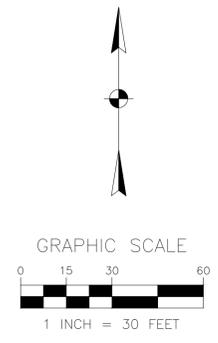
- ① PROPOSED TRANSFORMER.
- ② PROPOSED 2" DOMESTIC WATER SERVICE
- ③ PROPOSED 6" SANITARY SEWER SERVICE.
- ④ PROPOSED GAS SERVICE.

ABBREVIATIONS

- EX EXISTING
- PR PROPOSED
- R/W RIGHT-OF-WAY
- TC TOP OF CASTING
- SAN SANITARY
- STM STORM
- ESMT EASEMENT
- INV INVERT
- FF FINISHED FLOOR

NOTES

1. CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN EXCAVATING AROUND EXISTING UTILITIES. COORDINATE ANY RELOCATION WITH RESPECTIVE UTILITY OWNER.
2. INVESTIGATION, LOCATION, SUPPORT, PROTECTION, AND RESTORATION OF ALL EXISTING UTILITIES AND APPURTENANCES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, PRIOR TO CONSTRUCTION TO DETERMINE IN THE FIELD THE ACTUAL LOCATION AND ELEVATIONS OF ALL EXISTING UTILITIES WHETHER SHOWN ON THE PLANS OR NOT. THE CONTRACTOR SHALL CALL THE OHIO UTILITIES PROTECTION SERVICES, OUPS, AT 811 OR 1-800-362-2764 TWO (2) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION.
3. THE CONTRACTOR SHALL PROVIDE MINIMUM CLEARANCES OF 1.0' VERTICAL AND 3.0' HORIZONTAL BETWEEN ALL UNDERGROUND UTILITIES. WATER, SANITARY AND STORM UTILITIES REQUIRE MINIMUM CLEARANCES OF 1.5' VERTICAL AND 10.0' HORIZONTAL. NO FACILITY SHALL BE INSTALLED WITH LESS THAN THESE MINIMUM CLEARANCES WITHOUT THE WRITTEN APPROVAL OF THE OWNERS OF THE OTHER FACILITIES INVOLVED. THE CONTRACTOR SHALL EXPOSE ALL UTILITIES OR STRUCTURES PRIOR TO CONSTRUCTION TO VERIFY THE VERTICAL AND HORIZONTAL CLEARANCES WITH PROPOSED CONSTRUCTION. THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR VARIOUS ITEMS. THE FLOW OF ALL SEWERS, DRAINS AND WATER COURSES ENCOUNTERED AND DISTURBED OR DESTROYED DURING THE PROSECUTION OF THE WORK SHALL BE RESTORED BY THE CONTRACTOR TO A SATISFACTORY CONDITION. PAYMENT FOR THIS ITEM SHALL BE INCLUDED IN THE PRICE BID FOR THE VARIOUS RELATED ITEMS. THE CITY OF POWELL ENGINEERING OFFICE SHALL BE NOTIFIED IMMEDIATELY FOR ANY DISTURBANCES.
4. THE CONTRACTOR SHALL RESTORE OFF-SITE CONSTRUCTION AREAS TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO COMMENCEMENT.
5. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY MSG OF ANY DISCREPANCIES FOUND BETWEEN THE PLANS OR FIELD CONDITIONS PRIOR TO START OF CONSTRUCTION.
6. REFER TO ARCHITECTURAL PLANS FOR SITE LIGHTING AND ELECTRIC CIRCUITRY.



NO.	DATE	BY	DESCRIPTION

1160 DUBLIN ROAD SUITE 100 COLUMBUS, OH 43215 TEL: 614.441.4222 FAX: 888.488.7340	PROJECT DATE: 10/14/19 PROJECT NO.: OP190187 DRAWN BY: MS CHECKED BY: SEF
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Mannik Smith Group CREATIVE SPIRIT.	PREPARED FOR: BREXTON, LLC 1123 GOODALE BLVD GRANDVIEW HEIGHTS, OHIO 43122
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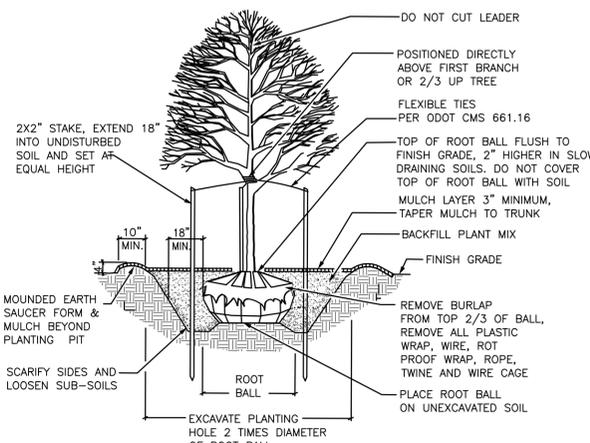
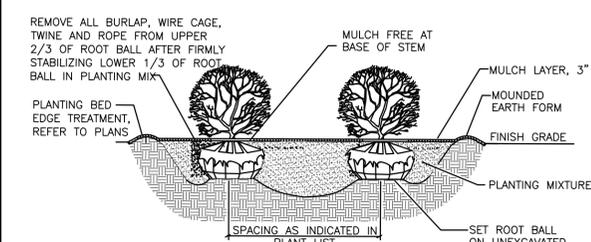
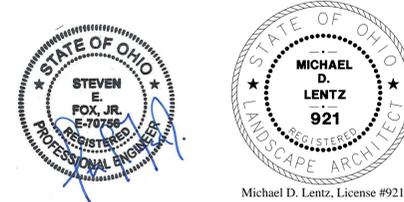
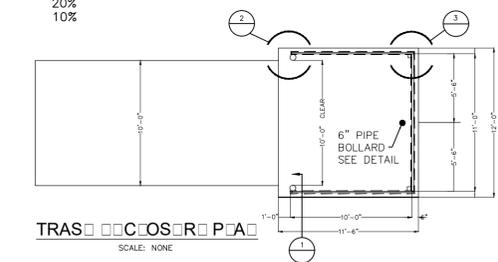
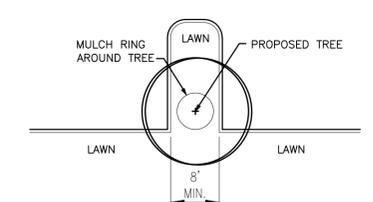
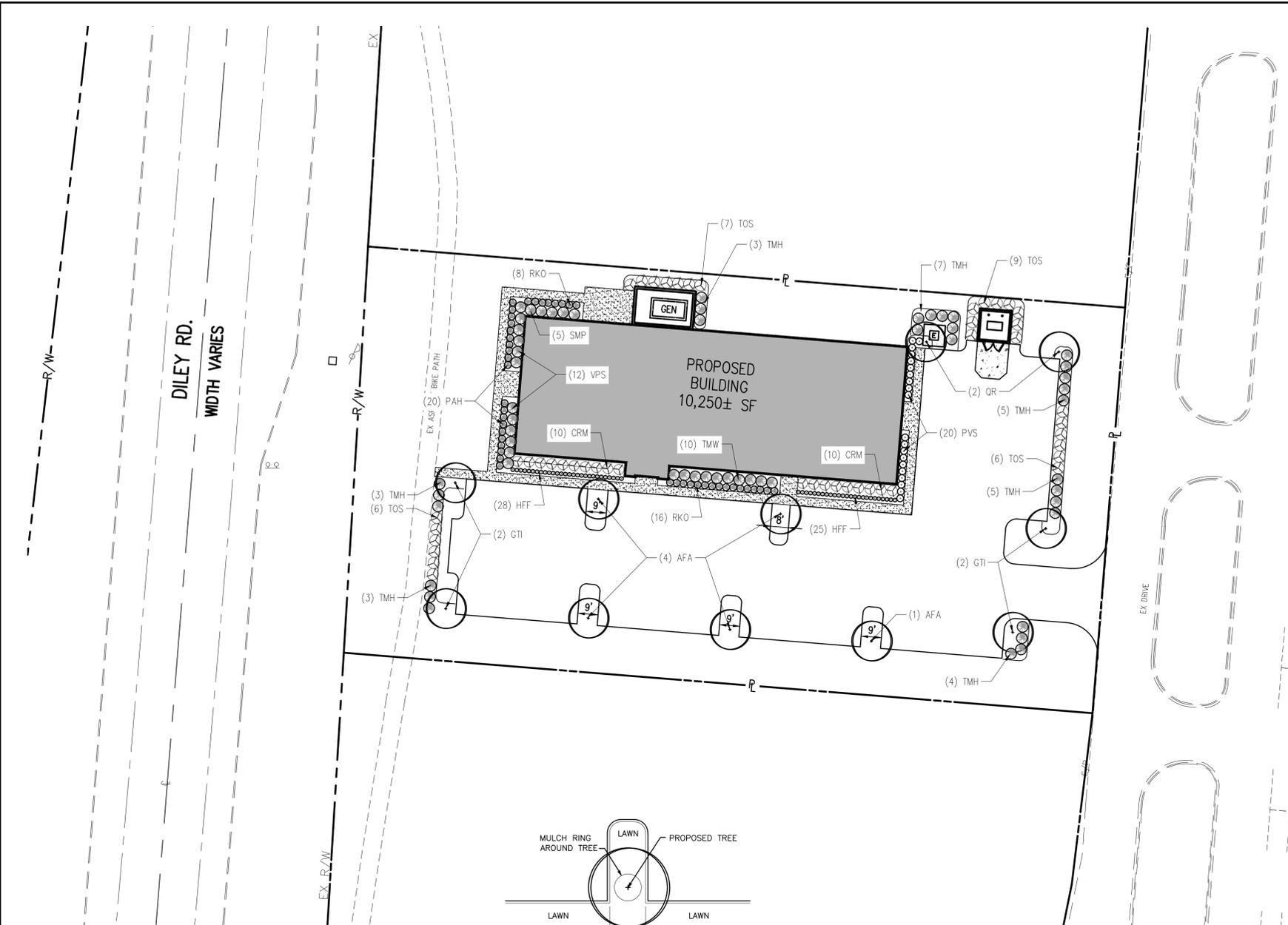
SITE IMPROVEMENTS PLAN MEIJER OUTPARCEL	CANAL WINCHESTER, OHIO
--	------------------------

PROJECT: AR TITLE: P DRAWN: P CHECKED: A	1
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PRIMAR DSCAP PATI NOTES

1. THE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANTS AND VEGETATION PROPOSED ON THE LANDSCAPE PLAN. ANY TREES, SHRUBS, GROUND COVER OR OTHER VEGETATION PLANTED AS PART OF THIS PROJECT THAT DO NOT SURVIVE ONE YEAR FROM PLANTING SHALL BE REPLACED AT THE EXPENSE OF THE CONTRACTOR.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING AND COORDINATING WITH ALL PERTINENT UTILITY COMPANIES THREE WORKING DAYS IN ADVANCE OF ANY DIGGING. THE CONTRACTOR SHALL ASSUME SOLE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF ANY UTILITIES.
3. REFER TO THE LANDSCAPE SCHEMATIC PLAN FOR ADDITIONAL NOTES. LANDSCAPE IMPROVEMENTS SHALL CONFORM TO THE LATEST EDITION OF ODOT CONSTRUCTION.
4. ALL PLANTING MATERIALS: SHALL BE PLANTED PER ODOT SPECIFICATIONS. EXISTING TREES TO REMAIN SHALL BE PRUNED TO REMOVE BROKEN, LOW HANGING AND OTHER UNDESIRABLE GROWTH TO ENSURE HEALTHY AND SYMMETRICAL NEW GROWTH.
5. PLANTING BEDS. ONE MONTH BEFORE CULTIVATION AND AFTER DAYTIME TEMPERATURES HAVE WARMED TO 60° CONSISTENTLY, TREAT ALL PLANTING BEDS THAT ARE TO BE DEVELOPED IN AREAS OF EXISTING TURF WITH PRE-EMERGENT AND POST-EMERGENT TYPE HERBICIDES. USE A STATE-LICENSED PESTICIDE APPLICATOR TO APPLY THE HERBICIDE. REPEAT HERBICIDE APPLICATION TWO WEEKS LATER AND UNTIL ALL HERBACEOUS MATERIALS HAVE BEEN KILLED. BEFORE PLANTING, TOP DRESS ALL PLANTING BEDS WITH A MINIMUM OF 6 INCHES OF BACKFILL MIX, THEN CULTIVATE PLANTING AREA TO A DEPTH OF 6 INCHES USING A PLOW, DISC, OR ROTO-TILLER.
6. BACKFILL MIX. FOR ALL PLANTINGS, USE BACKFILL MIX CONSISTING OF THE FOLLOWING:
 - A. ONE PART EXCAVATED SOIL.
 - B. ONE PART EPA RATED CLASS IV COMPOST.
 - C. A SLOW RELEASE COMMERCIAL FERTILIZER (0-20-20 OR EQUAL) ADDED AT A RATE OF 5 POUNDS PER CUBIC YARD TO THE BACKFILL MIX.
 - D. IF SOIL AREAS ARE OF HIGH PH (GREATER THAN 6.5), APPLY 1.25 POUNDS OF ELEMENTAL SULFUR PER CUBIC YARD OF BACKFILL MIX.
 NOTE: CONTRACTOR SHALL SUPPLY A DETAILED SOIL ANALYSIS PRIOR TO ALL PLANT BED PREPARATION. ANALYSIS SHALL INDICATE SOIL PH, TEXTURE, MAJOR NUTRIENTS, SALTS, ETC. SOIL ANALYSIS SHALL BE FROM A REPUTABLE, INDEPENDENT LAB. SOIL AMENDMENTS SHALL BE INCORPORATED INTO BACKFILL/PLANT MIX AS RECOMMENDED BY THE INDEPENDENT LAB.
7. MULCH. SMOOTH AND SHAPE THE BACKFILL MIX TO FORM A SHALLOW BASIN SLIGHTLY LARGER THAN THE PLANTING HOLE. MULCH ALL PLANTING AREAS WITH A LAYER OF FINELY SHREDDED HARDWOOD BARK OF UNIFORM TEXTURE & SIZE. USE SHREDDED HARDWOOD BARK AGED MIN. ONE YEAR. RAKE AND SMOOTH THE ENTIRE AREA OF THE PLANTING BEDS, MULCH TO A DEPTH OF 3 INCHES. AFTER MULCHING AND BEFORE WATERING, ADD A SLOW RELEASE COMMERCIAL FERTILIZER (12-12-12 OR EQUAL), IN GRANULAR FORM, TO THE TOP OF THE MULCH AT A RATE OF 5 POUNDS PER 1000 SQUARE FEET. DO NOT ALLOW FERTILIZER TO CONTACT THE STEMS, BRANCHES, ROOTS OR LEAVES.
8. PERIOD OF ESTABLISHMENT. BEFORE FINAL INSPECTION, PLACE ALL PLANTS AND CARE FOR THEM FOR A PERIOD OF ESTABLISHMENT. THE PERIOD OF ESTABLISHMENT BEGINS IMMEDIATELY UPON COMPLETION OF THE PLANTING OPERATIONS AND CONTINUES UNTIL OCTOBER 1. THE MINIMUM PERIOD OF ESTABLISHMENT IS ONE GROWING SEASON, JUNE 1 THROUGH OCTOBER 1. DURING THE PERIOD OF ESTABLISHMENT, FOLLOW STANDARD HORTICULTURAL PRACTICES TO ENSURE THE VIGOR AND GROWTH OF THE TRANSPLANTED MATERIAL. WATER, REMULCH, RESTAKE, GUY, AND CULTIVATE AS NECESSARY. PERFORM AT LEAST TWO WEEDING AND MOWING PROGRAMS (AROUND TREES, GUY STAKES, SHRUBS, AND BED EDGES) OF SUCH INTENSITY AS TO COMPLETELY RID THE PLANTED AND MULCHED AREAS OF WEEDS AND GRASSES. BEGIN THE FIRST PROGRAM ON OR ABOUT JUNE 15 AND THE SECOND APPROXIMATELY 8 WEEKS LATER. ON OR ABOUT AUGUST 15, THE ENGINEER WILL INSPECT THE PLANTING AND SUPPLY THE CONTRACTOR WITH A LIST OF MISSING AND DEAD PLANTS AND THOSE THAT HAVE DIED BACK BEYOND NORMAL PRUNING LINES. REPLANT AS REQUIRED ACCORDING TO THE SPECIFICATIONS OF THE ORIGINAL MATERIAL. REPLACEMENT PLANTS ARE SUBJECT TO A NEW PERIOD OF ESTABLISHMENT. IMMEDIATELY REPLACE PLANTS PLANTED INITIALLY IN THE FALL THAT HAVE DIED BEFORE THE SPRING PLANTING SEASON. CARE FOR THE REPLACEMENT PLANTS DURING THE NEW ESTABLISHMENT PERIOD.
9. RESTORATION OF DISTURBED AREAS: ALL DISTURBED AREAS NOT COVERED BY BUILDING, PAVEMENT OR LANDSCAPE PLANTING BEDS SHALL BE SHALL BE PREPARED FOR GRASS SEED AND SEEDED. LOOSEN RUTS AND WORK THE SOIL AREAS TO A MINIMUM OF 6" DEEP PRIOR TO FINE GRADING AND SEEDING WORK. AREAS TO RECEIVE GRASS SEED SHALL HAVE A MIN. 4" TOPSOIL PLACED. SEEDED AND A STRAW/MULCH BLANKET COVER PLACED OVER THE SEEDED AREAS PER ODOT SPECIFICATIONS.
10. LANDSCAPE TREES, SHRUBS AND PERENNIAL WATERING: THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, DELIVERING, APPLYING, MEASURING AND SCHEDULING A SUFFICIENT AMOUNT OF WATER NECESSARY TO KEEP EACH PLANT IN A HEALTHY GROWING CONDITION THROUGHOUT THE PERIOD OF ESTABLISHMENT. THE CONTRACTOR SHALL APPLY 1" OF WATER PER WEEK TO ALL NEW PLANTS. THE CONTRACTOR SHALL INSTALL & MAINTAIN SUPPLEMENTAL DRIP WATERING TREE BAGS (SUCH AS 20 GALLON TREE GATOR WATER BAG) TO PROVIDE ADEQUATE, SLOW RELEASE OF WATER. WATER BAGS SHALL BE REMOVED AT THE END OF THE SECOND GROWING SEASON.
11. TURF GROUNDCOVER (SODDING, SEEDING AND SEED MULCHING): ALL SEEDING INSTALLATION SHALL CONFORM TO ODOT SPECIFICATIONS. SEED AT 6 LBS/1000 SF WITH THE FOLLOWING SEED MIXTURE:

TITAN TALL-TYPE TURF FESCUE	70%
SR 4100 PERENNIAL RYEGRASS	20%
MERIT KENTUCKY BLUEGRASS	10%



DSCAP PATI

TREES

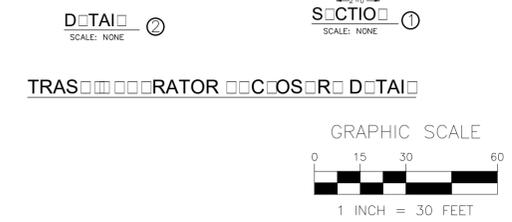
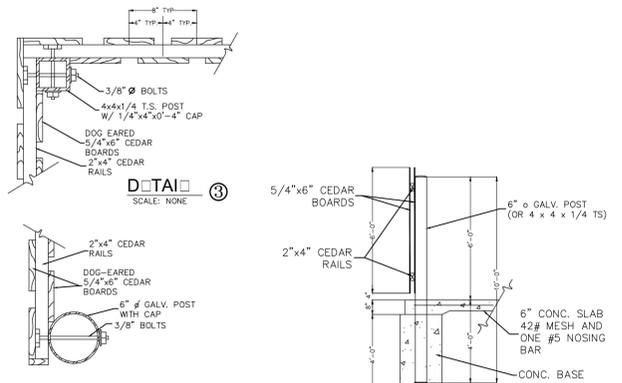
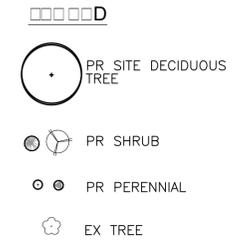
ABRV.	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS
AFA	5	ACER FREEMANII 'ARMSTRONG'	FREEMAN ARMSTRONG MAPLE	2" CAL.	B&B
GTI	4	GLEDITSIA TRI. INERMIS 'IMPERIAL'	IMPERIAL HONEY LOCUST	2" CAL.	B&B
QR	2	QUERCUS RUBRA	RED OAK	3" CAL.	B&B

SHRUBS AND PERENNIALS

ABRV.	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE	REMARKS
CRM	20	CORNUS SERICEA	RED OSIER DOGWOOD	3 GALLON	CONTAINER, DECIDUOUS
HFF	53	HOSTA FURTUNELII 'FRANCEE'	FRANCEE HOSTA	2 GALLON	CONTAINER, PERENNIAL
PAH	20	PENNISETUM ALOPECUROIDES 'HAMELN'	HAMELN DWARF FOUNTAIN GRASS	2 GALLON	CONTAINER, ORN. GRASS
PVS	20	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	2 GALLON	CONTAINER, ORN. GRASS
RKO	24	ROSA X SPECIES 'KNOCK OUT'	KNOCK OUT ROSE	3 GALLON	CONTAINER, DECIDUOUS
SMP	5	SYRINGS MEYERII 'PALIBINIANA'	DWARF KOREAN LILAC	30" HT.	B&B, DECIDUOUS
TMH	30	TAXUS MEDIA 'HICKSII'	HICKS JAPANESE YEW	30"-36" HT.	B&B, EVERGREEN
TMW	10	TAXUS MEDIA 'WARDII'	WARDS JAPANESE YEW	18" SPRD.	B&B, EVERGREEN
TOS	28	THUJA OCCIDENTALIS 'SMRAGD'	AMERICAN ARBORVITAE	5 GALLON	CONTAINER, EVERGREEN
VPS	12	VIBURNUM PLICATUM 'SUMMER SNOWFLAKE'	SUMMER SNOWFLAKE VIBURNUM	5 GALLON	CONTAINER, DECIDUOUS

DSCAP ROR PATI

CODE	REQUIRED	PROVIDED
CHAPTER 1191.02 DEVELOPMENT STANDARDS, PARAGRAPH (A) (2)	30 SF OF LANDSCAPE AREA AND ONE TREE FOR EVERY 1,000 SF OF BUILDING AREA GROUNDPRINT	2,210 SF LANDSCAPE AREA 11 TREES
CHAPTER 1191.02 DEVELOPMENT STANDARDS, PARAGRAPH (C) (2)	1 SPACE FOR EVERY 6 PARKING SPACES 59 PARKING SPACES = 10 TREES	11 TREES



1600 DUBLIN ROAD
SUITE 100
COLUMBUS, OH 43215
TEL: 614.441.4222
FAX: 888.488.7340

PROJECT DATE: 10/14/19
PROJECT NO: OP190187
DRAWN BY: MS
CHECKED BY: SEF

TECHNICAL SKILL: CREATIVE SPIRIT.

Mannik Smith Group
www.MannikSmithGroup.com

PREPARED FOR: BREXTON, LLC
1123 GOODALE BLVD
GRANDVIEW HEIGHTS, OHIO 43121

SITE IMPROVEMENTS PLAN
MEIJER OUTPARCEL
CANAL WINCHESTER, OHIO

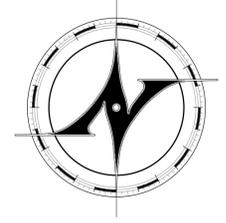
PRIMAR DSCAP PATI

1

Z:\Production\Clients\Developers\Brexton\Pediatrics Office Building\CAD\Sheets\A Sheets - Exterior Elevations.dwg, 10/21/2019 11:44:57 AM

ELEVATION DATA

ELEVATION:	TOTAL ELEVATION AREA:	MASONRY AREA / PERCENTAGE	GLASS AREA / PERCENTAGE
FRONT ELEVATION:	3,096 SF	1,865 SF / 60.2%	312 SF / 27.4% (BETWEEN 2' AND 10')
REAR ELEVATION:	2,911 SF	1,789 SF / 61.5%	260 SF / 19.1% (BETWEEN 2' AND 10')
DILEY ROAD SIDE ELEVATION:	1,084 SF	699 SF / 64.5%	191 SF / 40.4% (BETWEEN 2' AND 10')
MEIJER SIDE ELEVATION:	1,140 SF	754 SF / 66.1%	113 SF / 35.5% (BETWEEN 2' AND 10')



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4740 REED ROAD, SUITE 201
UPPER ARLINGTON, OHIO 43220
INFO@NEW-AVENUE.NET

614 . 884 . 8888

CLIENT REVIEW SET

DATE	REVISION
10/17/2019	

Winchester Office Park
Mixed-Use Building

6355 Winchester Blvd.
Canal Winchester, Ohio 43110

DEVELOPER/BUILDER:

Brexton, LLC
1123 Goodale Blvd.
Columbus, Ohio 43212

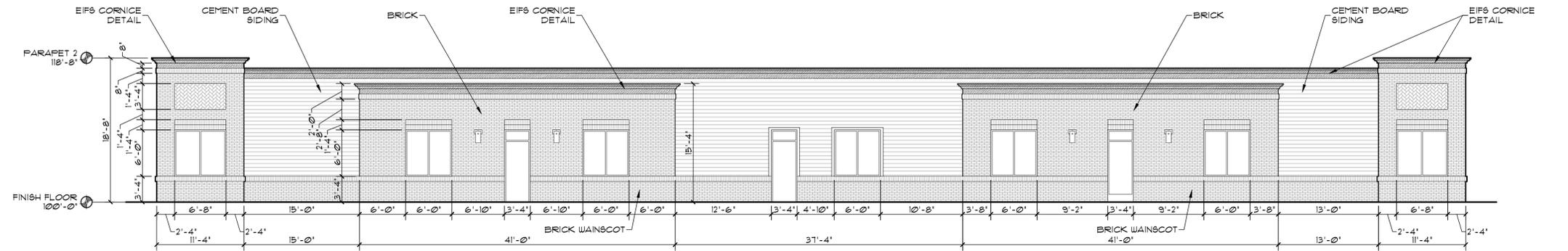
Project No: 19-0152

NOT FOR
CONSTRUCTION

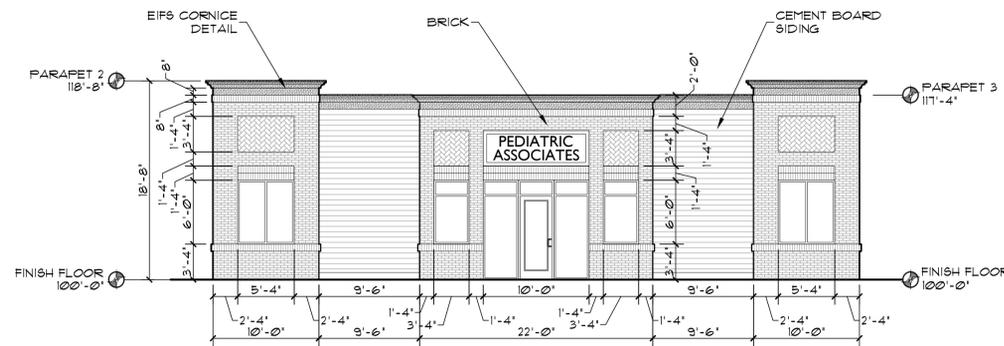
EXTERIOR
ELEVATIONS

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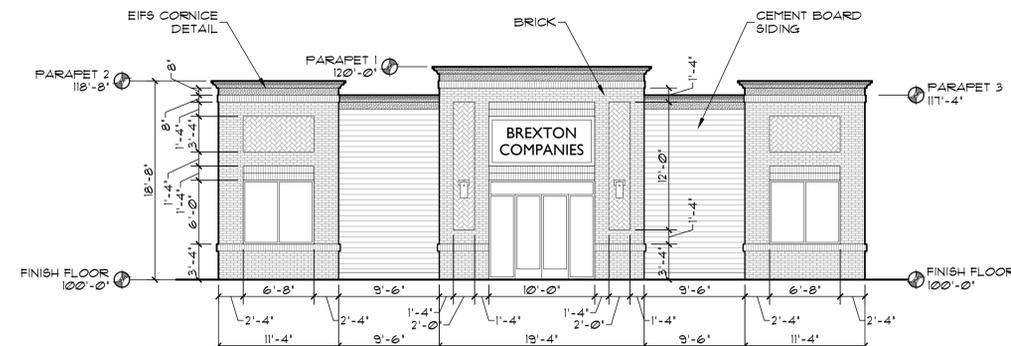
A6.1



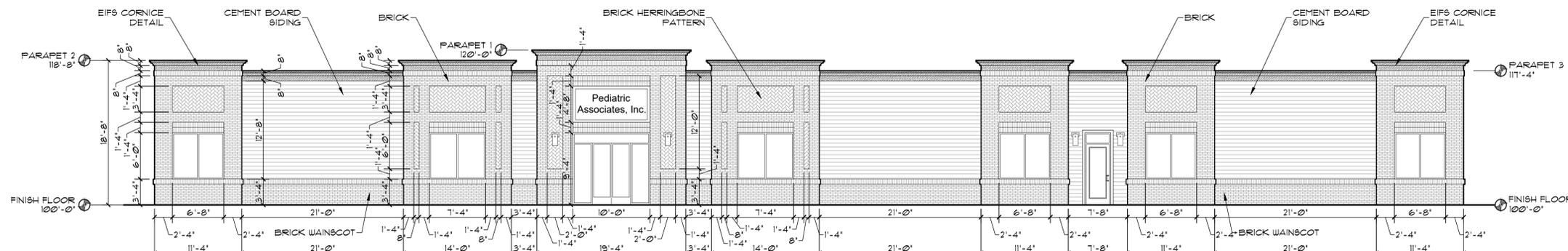
D EXTERIOR ELEVATION - REAR
SCALE: 1/8" = 1'-0"



C EXTERIOR ELEVATION - DILEY ROAD SIDE
SCALE: 1/8" = 1'-0"



B EXTERIOR ELEVATION - MEIJER SIDE
SCALE: 1/8" = 1'-0"



A EXTERIOR ELEVATION - FRONT
SCALE: 1/8" = 1'-0"

South Elevation

Exterior Elevation - Reverse-Channel, Halo Illuminated Letters & Logo Cloud on Fabricated Panel

REVERSE CHANNEL ALUMINUM LETTERS AND LOGO CLOUD, APPROX 4" DEEP MOUNTED TO 2" DEEP FABRICATED PANEL WITH 1/4" x 1-1/2" BOLTS AND 1" STAND-OFF SPACERS TO ALLOW LIGHT TO EMIT FROM BACK OF ELEMENTS.

PANEL IS MOUNTED TO EXTERIOR WALL WITH CONCEALED MOUNTING BRACKETS AND (8) 1/4" x 4" TOGGLE BOLT FASTENERS, 4 ACROSS EACH TOP & BOTTOM ANGLE BRACKET, EVENLY SPACED.

HIGH OUTPUT LIGHT EMITTING DIODES (LED) CLUSTERS ARE HOUSED INSIDE EACH LETTER & EMIT LIGHT AROUND PERIMETER OF LETTERS CREATING SOFT, HALO GLOW.

CLEAR PROTECTIVE POLYCARBONATE ON BACKS OF EACH SHAPE.

REMOTE ELECTRIC & POWER UNITS. **UL LISTED #E153594**

LED'S ARE POWERED BY 120 AC FEED BROUGHT TO SIGHT BY OTHERS.

COLORS: VERIFY

FABRICATED PANEL - WHITE, MAP #42202SP

LETTER FACES & RETURNS - BLUE, PMS #2383

BOY LOGO ELEMENT - BLUE, PMS #2383 AND LIGHT BLUE, PMS #658

HEARTS & GIRL LOGO ELEMENT - PINK, PMS #2031

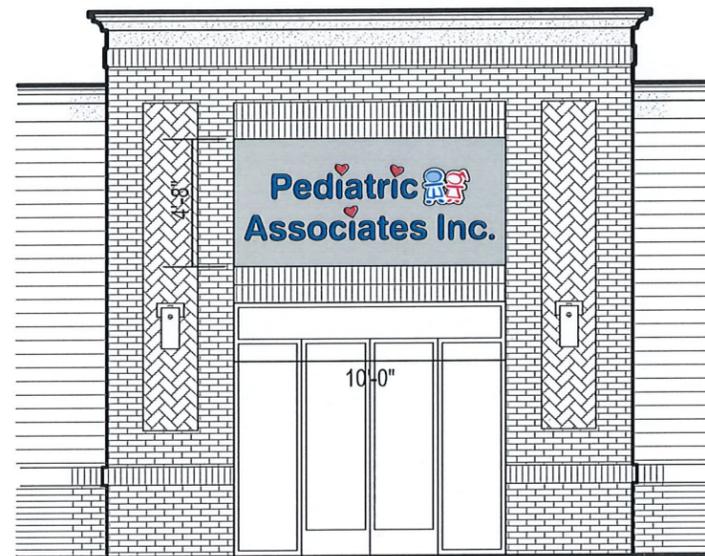
LOGO CLOUD RETURNS - BLUE, PMS #2383

HALO ILLUMINATION - SOFT WHITE

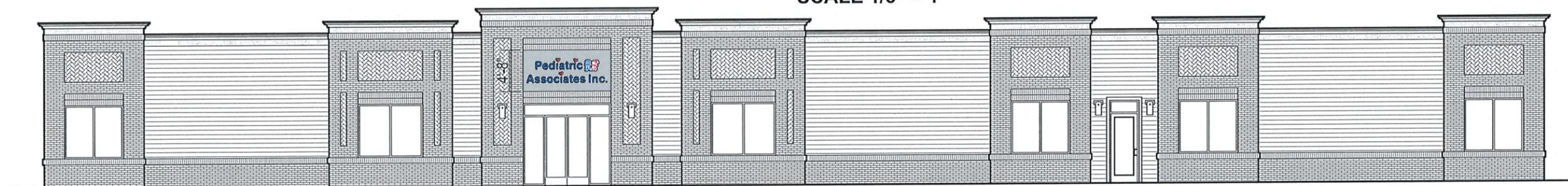
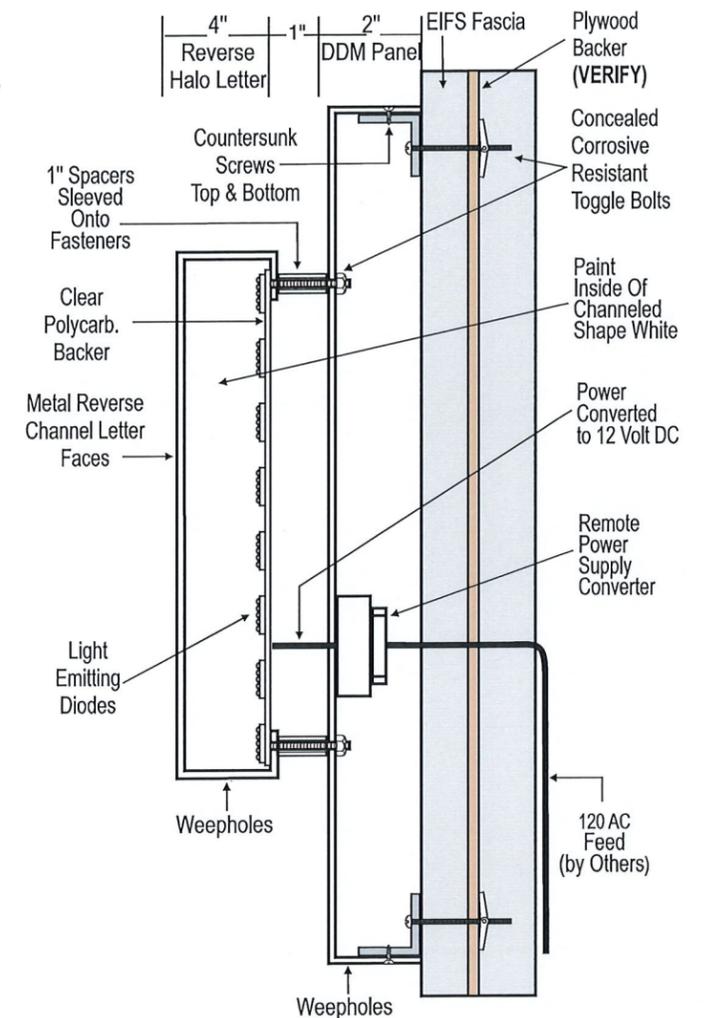


Sign Area not to Exceed 100sqft

11.36" Letters
16.63" Logo
5.25" Hearts



SCALE 1/8" = 1'



SCALE 1/16" = 1'

10'-0"
19'-4"

VERIFY ALL MEASUREMENTS AND DIMENSIONS PRIOR TO PRODUCTION

PAGE 2 - OPTION 1

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CLIENT APPROVAL _____ DATE _____

PRODUCTION ART REQUIRED
Colors on Printed Documents May Vary

PROJECT NAME PEDIATRIC ASSOCIATES
LOCATION 6355 WINCHESTER BLVD.
CITY CANAL WINCHESTER STATE OHIO

REVISION _____

SALES BMS
DESIGN RAF
SIZE 14

DATE 10-21-19
SCALE Noted
PROJECT# 196

Diley Road Elevation

Exterior Elevation Reverse-Channel, Halo Illuminated Letters & Logo Cloud on Fabricated Panel

REVERSE CHANNEL ALUMINUM LETTERS AND LOGO CLOUD, APPROX 4" DEEP MOUNTED TO 2" DEEP FABRICATED PANEL WITH 1/4" x 1-1/2" BOLTS AND 1" STAND-OFF SPACERS TO ALLOW LIGHT TO EMIT FROM BACK OF ELEMENTS.

PANEL IS MOUNTED TO EXTERIOR WALL WITH CONCEALED MOUNTING BRACKETS AND (8) 1/4" x 4" TOGGLE BOLT FASTENERS, 4 ACROSS EACH TOP & BOTTOM ANGLE BRACKET, EVENLY SPACED.

HIGH OUTPUT LIGHT EMITTING DIODES (LED) CLUSTERS ARE HOUSED INSIDE EACH LETTER & EMIT LIGHT AROUND PERIMETER OF LETTERS CREATING SOFT, HALO GLOW.

CLEAR PROTECTIVE POLYCARBONATE ON BACKS OF EACH SHAPE.

REMOTE ELECTRIC & POWER UNITS. **UL LISTED #E153594**

LED'S ARE POWERED BY 120 AC FEED BROUGHT TO SIGHT BY OTHERS.

COLORS: VERIFY

FABRICATED PANEL - WHITE, MAP #42202SP

LETTER FACES & RETURNS - BLUE, PMS #2383

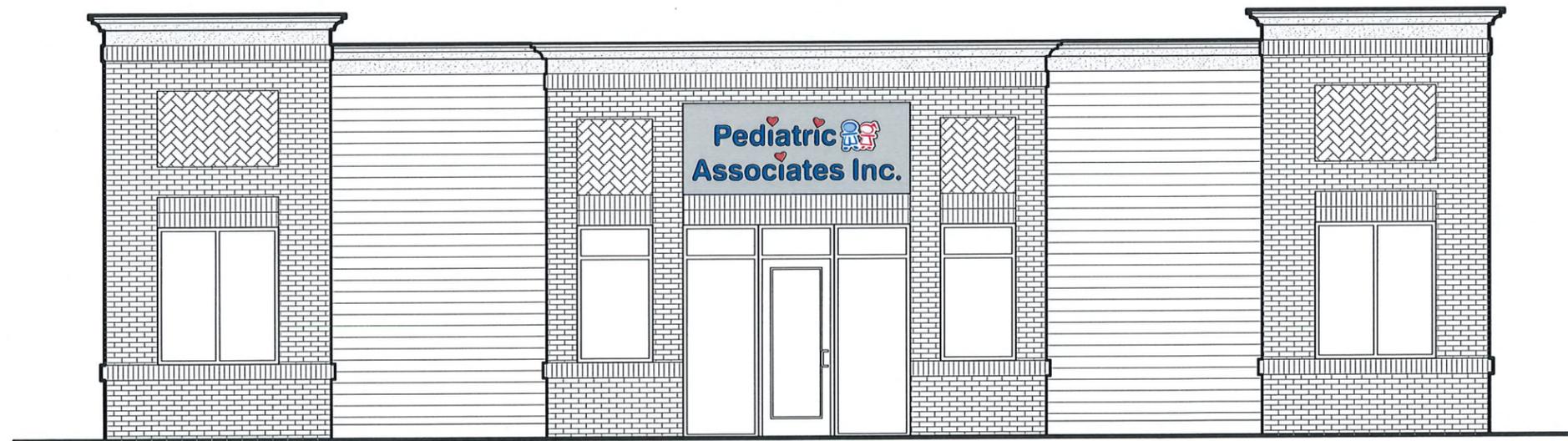
BOY LOGO ELEMENT - BLUE, PMS #2383 AND LIGHT BLUE, PMS #658

HEARTS & GIRL LOGO ELEMENT - PINK, PMS #2031

LOGO CLOUD RETURNS - BLUE, PMS #2383



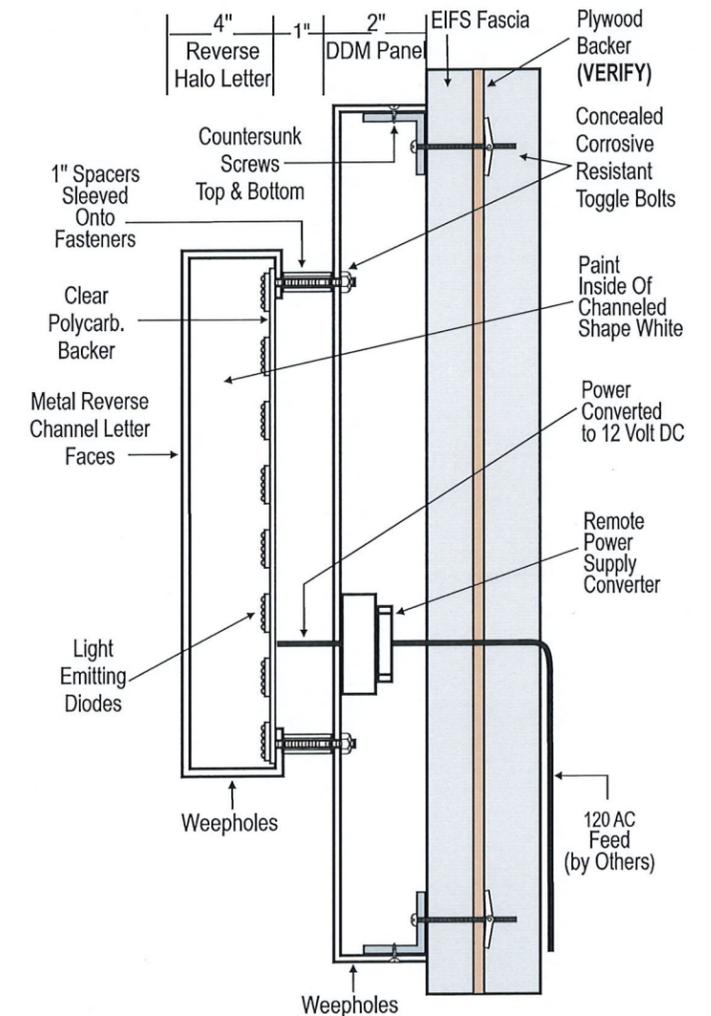
Sign Area not to Exceed 60sqft



SCALE 1/8" = 1'

10'-0"
22'-0"

VERIFY ALL MEASUREMENTS AND DIMENSIONS PRIOR TO PRODUCTION



PAGE 1 - OPTION 1

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CLIENT APPROVAL _____ DATE _____

PRODUCTION ART REQUIRED
Colors on Printed Documents May Vary

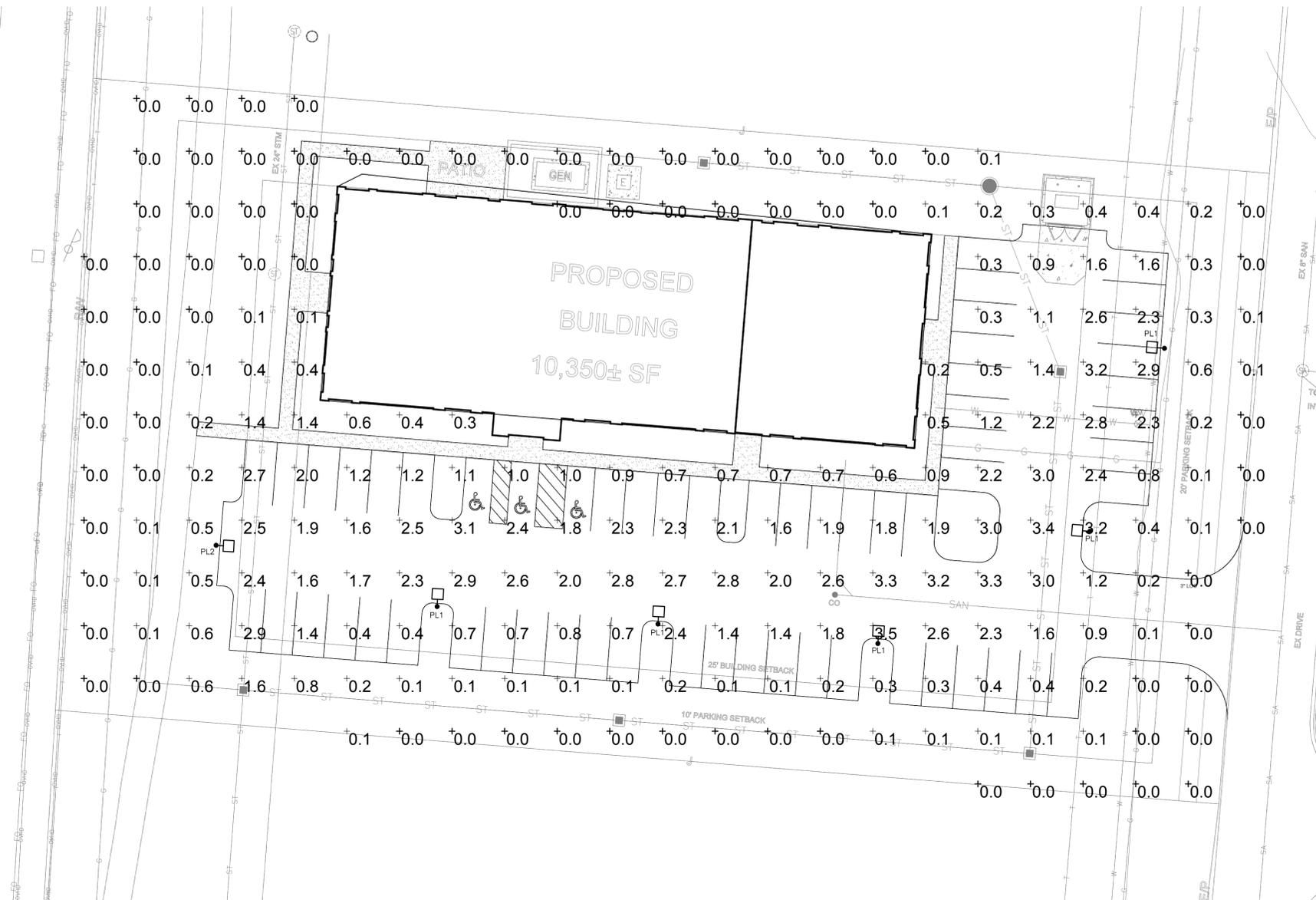
PROJECT NAME PEDIATRIC ASSOCIATES
LOCATION 6355 WINCHESTER BLVD.
CITY CANAL WINCHESTER STATE OHIO

REVISION _____

SALES BMS
DESIGN RAF
SIZE 14

DATE 10-21-19
SCALE Noted
PROJECT# 196





PHOTOMETRIC SITE PLAN
SCALE: 1"=20'-0"

Symbol	Label	Quantity	Manufacturer	Catalog Number	Description	Lamp	Number Lamps	Filename	Lumens Per Lamp	Light Loss Factor	Wattage
○	PL1	5	U.S. ARCHITECTURAL LIGHTING	DSDP1-VLED-IV-80LED-350mA-NW-HS	FABRICATED METAL HOUSING, 1 LED MODULE CONSISTING OF 80 LEDs, VERTICAL BASE-UP POSITION, 1 CLEAR PLASTIC OPTIC BELOW EACH LED, 74 OPTICS WITH MOLDED BLACK PLASTIC HOUSE SIDE SHIELD, CLEAR FLAT GLASS LENS.		80	DSDP1-VLED-IV-80LED-350mA-NW-HS.ies	86	1	85.7
○	PL2	1	U.S. ARCHITECTURAL LIGHTING	DSDP1-VLED-II-80LED-350mA-NW-HS	FABRICATED METAL HOUSING, 1 LED MODULE CONSISTING OF 80 LEDs, VERTICAL BASE-UP POSITION, 1 CLEAR PLASTIC OPTIC BELOW EACH LED, 74 OPTICS WITH MOLDED BLACK PLASTIC HOUSE SIDE SHIELD, CLEAR FLAT GLASS LENS.		80	DSDP1-VLED-II-80LED-350mA-NW-HS.ies	84	1	85.6

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Calc Zone #1	+	0.8 fc	3.5 fc	0.0 fc	N/A	N/A

SOLID STATE AREA LIGHTING

DSDP SERIES-LED

SPECIFICATIONS

HOUSING
Upper housing is heavy gauge cast aluminum (DSDP25) or 0.125" thick spun aluminum with reveal (DSDP1). Lower housing is 0.080" thick spun aluminum with integrated LED module seat. Lower housing is vented at top and bottom for convective cooling of LED module. Top driver chamber is sealed from LED module chamber. Truelevel ball coupling mount is welded to housing and facilitates quick leveling and installation.

VLED OPTICS
Low copper A356 alloy (<2% copper) cast aluminum housing, integrated clear tempered glass lens sealed with a continuous silicone gasket protects emitters (LEDs) and emitter Reflector-Prism optics, and seals the module from water intrusion and environmental contaminants. Module is sealed to meet an IP67 rating. Each emitter is optically controlled by a Reflector-Prism injection molded from H12 acrylic (3 types per module: one from 50°-55°, one from 60°-65°, one from 65°-72°). Each Reflector-Prism has indexing pins for aiming and is secured to an optical plate made of matte black anodized aluminum. The optical plate locates every Reflector-Prism over an emitter. Reflector-Prisms are secured to the optical plate with a UV curing adhesive. The Reflector-Prisms are arrayed to produce IES type II, III, IV, and V50 distributions. The entire Optical Module is field rotatable in 90° increments. Both module and drivers are factory wired using water resistant, insulated cord.

LED DRIVER
Drivers are UL and cUL recognized mounted on a single plate and factory prewired with quick-disconnect plugs. Constant current driver is electronic and has a power factor of >0.90 and a minimum operating temperature of -40°F. Drivers accept an input of 120-277V, 50/60Hz or 347-480V, 50/60Hz. (0 - 10V dimmable driver is standard. Driver has a minimum of 3KV internal surge protection. Luminaire supplied with 20KV surge protector for field accessible installation.)

LED EMITTERS
High output LEDs are utilized with drive currents ranging from 350mA to 1050mA, 70CRI Minimum. LEDs are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

AMBER LED's
PCA (Phosphor Converted Amber) LED's utilize phosphors to create color output similar to LPS lamps and have a slight output in the blue spectral bandwidth. TRA (True Amber) LED's utilize material that emits light in the amber spectral bandwidth only without the use of phosphors.

FINISH
Electrostatically applied TGIC Polyester Powder Coat on substrate prepared with 20 PSI power wash at 140°F. Four step iron phosphate pretreatment for protection and paint adhesion. 400°F bake for maximum hardness and durability. Texture finish is standard.

U.S. Architectural Lighting 400 West Avenue 05, Danvers, CA 95619 (916) 342-2200 Fax: (916) 342-2201 www.usalighting.com

PROJECT NAME: _____
FIXTURE TYPE: _____

DSDP25 PATENT PENDING

DSDP1 PATENT PENDING

UL LISTED USA 2018334 U.S. ARCHITECTURAL LIGHTING

SITE LIGHTING NOTES	
A.	LIGHT POLES AND FIXTURES SHALL BE STANDARD COLOR, ANTIQUE BRONZE BLACK IN COLOR. CONFIRM FINAL SELECTION WITH ARCHITECT AND OWNER.
B.	TOTAL HEIGHT SHALL BE 16'-0" MAXIMUM ABOVE FINISH GRADE.

POLE BASE

- SEE FIXTURE SCHEDULE FOR POLE AND FIXTURE ASSEMBLY.
- ANCHOR BOLTS BY POLE SUPPLIER, WELD TO REBARS.
- CHAMFERED EDGE
- FINISH GRADE, COMPACT TO 95%.
- #4 REINFORCING BARS VERTICALLY ON #3 STIRRUPS AT 18" O.C.
- PVC CONDUIT, SCHEDULE 40.
- RIGID GALVANIZED STEEL CONDUIT.
- BASE PLATE, LEVELING NUTS, GROUT
- HANDHOLE

SCALE: NONE



www.new-avenue.net

4740 REED ROAD, SUITE 201
UPPER ARLINGTON, OHIO 43220
INFO@NEW-AVENUE.NET

614.884.8888

CLIENT REVIEW SET
REVISION 10/11/2019

Winchester Office Park
Mixed-Use Building
6355 Winchester Blvd.
Canal Winchester, Ohio 43110

DEVELOPER/BUILDER:
Brexton, LLC
1123 Goodale Blvd.
Columbus, Ohio 43212

MEP ENGINEER:
VMP ENGINEERING INC.
6225 Emerald Parkway Phone: 614.408.3862
Dublin, Ohio 43016 www.VMPEngineering.com

Project No: 19-0152



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ES1

**Final Development Plan #FDP-19-002
Pediatric Associates**

Owner: Meijer Stores Limited Partnership
Applicant: Craig Abbott - Brexton Construction
Location: Outlot C of Meijer Outparcels (PID 042-389000)
Existing Zoning: PID (Planned Industrial District)
Proposed Use: 10,250 sq. ft. multi-tenant office building on Outlot 4.

Location and Surrounding Land Uses

The subject property is zoned PID (Planned Industrial District) and consists 1.384 acres (Outlot 4) in front of the Meijer store located at 8300 Diley Road. Outparcels to the north and south are part of the Meijer Planned District zoned PID. Property to the east is the Meijer Store, zoned PID. Property to the west is the Diley Medical Center zoned PCD (Planned Commercial District).

Setbacks

Building Setback

- Diley Road: 50' Build-to line
- Side Yard: 25'
- Rear Yard 25'

The applicant received a variance from the Planning and Zoning Commission (#VA-19-017) to allow for the building to be constructed 70.5 feet away from Diley Road right-of-way. The outparcel development pattern book requires outlots 3, 4, & 5 to be constructed on the 50 foot build-to line facing Diley Road.

Parking Setback

- Diley Road: 50'
- North Setback: 10'
- South Setback: 10'
- East Setback: 20'

Analysis

The subject property is zoned PID (Planned Industrial District) and is subject to the Meijer Outparcel Development Pattern Book that was approved by City Council with ORD-74-06 on September 5, 2006. The outparcel development pattern book set a standard for building orientation and design, site layout, landscaping standards and signage regulations. The development was designed with the intent of all buildings to face outwardly and not internally to the development with a cohesive architectural design and enhanced landscape requirements.

The building being proposed for outlot 4 is a multi-tenant commercial building consisting of approximately 10,250 sq. ft. The multi-tenant building broken into two (2) separate tenant spaces. Pediatric Associates is taking approximately 7,200 sq. ft. on the west end. The remaining 3,050 sq. ft. will be available for lease.

Access and parking

The subject site is accessed from Road 'B' of the Meijer development with a single curb cut internal to the development. The site plan shows a total of 59 parking spaces to be provided on the east and south ends of the proposed building. The Meijer development text prohibits any pavement between the building and Diley Road and only permits 15% of the parking to be between the public streets and buildings. The applicant is showing 4 spaces in front of the building (14.75% of 59 spaces) meeting this requirement.

The Meijer outparcel development pattern book indicates that building entries shall be convenient for parking but also acknowledge the importance of the public realm. The subject site has an entry facing both Diley Road and the parking areas to the south and east, meeting this requirement.

Additionally, the development standards require the site design to accommodate vehicular and pedestrian circulation that minimizes conflict and each structure must create a pedestrian connection to the circulation systems of the surrounding development. The applicant is showing a 4 foot concrete walk connecting the building to the existing asphalt multi-use path along Diley Road. Staff is recommending that the applicant construct a sidewalk on the eastern end of the building along Road 'B' to match the approved construction plans for the site.

Utilities

- Sanitary sewer service to the site is provided to the east with an 8" main that serves the development.
- Water service can be provided by extending the 8" public water main from the north to the south, completing the loop for the outparcels 3-5.
- Storm Water is provided from an existing 30" pipe to the west of the site that will connect the storm water for outparcels 3-5 to the detention basin to the south. The applicant is showing connecting their internal stormwater with a series of pipes to the development main storm line.

The outparcel development pattern book discusses that all service areas, storage areas and refuse enclosures shall be screened from public view (all roads), and screened from adjacent sites and be constructed with decorative construction materials on all four sides. All utilities are to be screened by landscape or buildings to the extent allowable.

- The dumpster enclosure is proposed to be a 6 foot cedar shadow-box fence surrounded on three sides by arborvitae. The plan does not accurately detail if the dumpster enclosure is to have a gate or not. Staff recommends that the applicant incorporate a dumpster gate to the plans to meet the outparcel development text.
- The generator on the north side of the building is proposed to be screened the same 6 foot cedar shadow box fence that is screened on to the north and east.
- The electric transformer is proposed adjacent to the dumpster enclosure and is to be screened entirely by a Wards Japanese Yew.

Landscaping and Lighting

The Meijer outparcel development pattern book discusses that the landscaping shall blend with the area and shall be provided at the base of buildings to anchor them to the surrounding environment. Trees

shall be used through paved areas to reduce heat build-up and glare and dense landscaping and architectural treatments shall be used to screen storage areas, trash enclosures, utility cabinets, and other similar elements.

The development pattern book requires the interior landscaping area shall be a minimum of 10% of the total area of the parking lot pavement and shall be used to visually break up the pavement, provide runoff filtration and provide landscaping walking paths between parking lots and the building. All parking areas are to be screened from all roads with evergreen or deciduous hedge with a minimum 18" installation and maintained at a 4 foot height. The hedges can be staggered or broken up by masonry columns or trees to prevent monotony.

Parking lots shall incorporate 1 tree island per 6 parking spaces with a minimum of 1 shade tree per island. Islands must be a minimum of 8 feet curb-face to curb-face and no less than 100 square feet. Each tree within the island must be able to mature to a canopy of 20 feet minimum. The applicant is showing 11 trees around the parking lot meeting this requirement. The Urban Forester recommends that the five (5) "Freeman Armstrong Maple" trees be replaced with another tree that is not on the unapproved tree species list.

The building is required to provide a minimum planting width of 3 feet adjacent to the building with multi-stemmed ornamental trees, shrubs, perennial flowers and ground cover, consisting of no less than 40% of the building perimeter. The Urban Forester recommends that the applicant incorporate a Serviceberry type species into the building perimeter landscaping to provide a multi-stemmed ornamental tree to meet the development text.

The proposed lighting plan features six (6) parking lot lights that are proposed to be a max 16 foot tall with a decorative bell shaped fixture. The proposed lighting meets the specs of the outparcel development book.

Architecture

The Meijer outparcel development pattern book requires that similar colors, materials and textures of the buildings need to match that of the Meijer store. Details and features on the Meijer building should be incorporated to the smaller scale of the outparcel developments. All sides of the buildings shall express a consistent architectural detail and character.

The outparcel development pattern book states that buildings shall be designed to reduce their visual impact and provide a human scale by installing elements such as planters and site walls, architectural wainscot treatments, pronounced eaves and cornices, subtle changes in color and texture and breaking down buildings into distinct masses while providing covered pedestrian frontages and recessed entries. The development pattern book prohibits gradation in paint color, extended bands of vibrant or contrasting colors/logos, long uninterrupted expanses of glass and floor to ceiling glass storefront treatments.

Buildings with flat roofs are required to have the integration of strong cornice lines. All flat rooms shall be required to have a parapet and or means of screening all rooftop mechanical equipment. The proposed building has a flat roof and the applicant indicates that it will meet the screening requirements.

All buildings are required to be traditional and natural in appearance such as brick, precast stone, wood and glass. No less than 60% of each façade shall be brick or stone. The proposed building is comprised of brick and cement board siding and meets the 60% brick requirement.

The street frontage of the building walls shall be no less than 40% window glass. The applicant is proposing 40.4% window glass on the Diley Road elevation.

Signage

The Meijer Outparcel Development Text has the following signage regulations:

1. When multiple corporations share one site, signs shall be integrated as one (1) unit to create shared identity for the property to the extent permitted by the ordinance or be located and or designed as a package.
2. Wall signs shall be composed of individual letters.
 - a. Back lit or indirectly lit individual letters are generally desirable.
 - b. Internally illuminated signs are prohibited.
 - c. Visible raceways and transformers for individual letters are not permitted.
 - d. Wall sign character height is max 24 inches.
 - e. Wall signs shall not exceed 1 square foot per linear foot of building frontage of the individual business. No individual sign shall exceed 200 sq. ft.
3. One wall sign per individual tenant frontage. Corner lots shall be allowed two (2) wall signs, one facing each roadway.
4. No roof signs. No signs with animation. No banners as permanent signs.
5. Each tenant may have a projecting sign not to exceed 4 sq. ft.
6. No monument signs permitted for the outlots.

Based on the outparcel development pattern book, outlot 4 is only allowed to have wall signage on the west elevation (facing Diley Road). The applicant requested a variance to allow for wall signage to be on with west, east and south elevation.

The applicant applied for a variance (#VA-19-018) to allow for the building to exceed the maximum number of wall signs permitted by the outparcel development pattern book. Planning and Zoning Commission approved the variance request with the following condition:

1. *The applicant remove the wall sign facing the southern parking lot and utilize the approve method for a projecting sign or window signage for the internal tenant identification.*

Staff Recommendation

Staff recommends that Final Development Plan application FDP-19-002 be approved with the following conditions:

1. The applicant incorporates a dumpster gate to the plans to meet the outparcel development text.
2. The applicant constructs a sidewalk along Road 'B' to match the approved engineering plans for Meijer.
3. The applicant replaces the tree species "Freeman Armstrong Maple" with another tree that is not on the Urban Forester unapproved tree species list.
4. The applicant incorporates a Serviceberry type species into the building perimeter landscaping to comply with the outparcel development text.

ORDINANCE NO. 24-06

AN ORDINANCE APPROVING THE FINAL DEVELOPMENT PLAN FOR THE MEIJER DEVELOPMENT AND OUTPARCEL DEVELOPMENT PATTERN BOOK

WHEREAS, the final development plan for the Meijer Store and Outparcel Development Pattern Book have been approved with conditions by the Planning and Zoning Commission; and

WHEREAS, per Ordinance No. 52-01, all final development plans of the Pifer property are also to be approved by the Council of the Village of Canal Winchester.

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

SECTION 1. That the Village Council hereby approves the Final Development Plan for the Meijer Store and Outparcel Development Pattern Book, which are attached hereto as Exhibits A and B, subject to and conditioned upon incorporation of the window treatment for the entryway areas set forth on the front elevation attached hereto as Scheme C and incorporated by reference, with the following conditions:

1. Final engineering construction plans shall be submitted for review and approval by the Technical Review Group and ODOT.
2. The traffic study dated July 6, 2006 and recommended site-related improvements are to be reviewed and approved by the Technical Review Group and ODOT.
3. All build-to lines on the out-lots shall be shown on the Final Site Plan.
4. Fountains shall be required in Ponds #1 and #2. Details on these fountains are to be submitted to the Technical Review Group for review and approval.
5. The access to Kings Crossing from Road "B" shall be a right-in / right-out only with the final design to be reviewed and approved by the Technical Review Group.
6. The June 9, 2006 Out-parcel Development Pattern Book shall be revised per comments from MSI.
7. The sidewalk in front of the Meijer store needs to be larger with curb and benches, trees, flower beds etc.
8. Separate sign permit applications for the Meijer Store and each Outparcel shall be filed for review and approval in accordance with Chapter 1189 of the village's Zoning Code.

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

DATE PASSED 9-5-06

J. E. B. [Signature]
PRESIDENT OF COUNCIL

ATTEST [Signature]
Acting CLERK OF COUNCIL

[Signature]
MAYOR

DATE APPROVED 9-6-6

APPROVED AS TO FORM:

[Signature]
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.

[Signature]
CLERK-TREASURER

O u t p a r c e l D e v e l o p m e n t
P a t t e r n B o o k

C a n a l W i n c h e s t e r ,
O h i o

D e c e m b e r 5 , 2 0 0 6

Prepared For: **Meijer Store Limited Partnership**

Site Name: Diley Road

Prepared By:



6375 riverside dr.
suite 100
dublin, ohio 43017

Table of Contents:

- 1) SITE DESIGN
 - Building Type:
 - Building Materials:
 - Height of Structure:
- 2) ARCHITECTURE
 - Front, Side, and Rear Yards:
 - Zero Side or Rear Yard:
 - Build to Lines:
- 3) LANDSCAPE DESIGN
- 4) LIGHTING
- 5) SIGNAGE/CORPORATE IDENTIFICATION

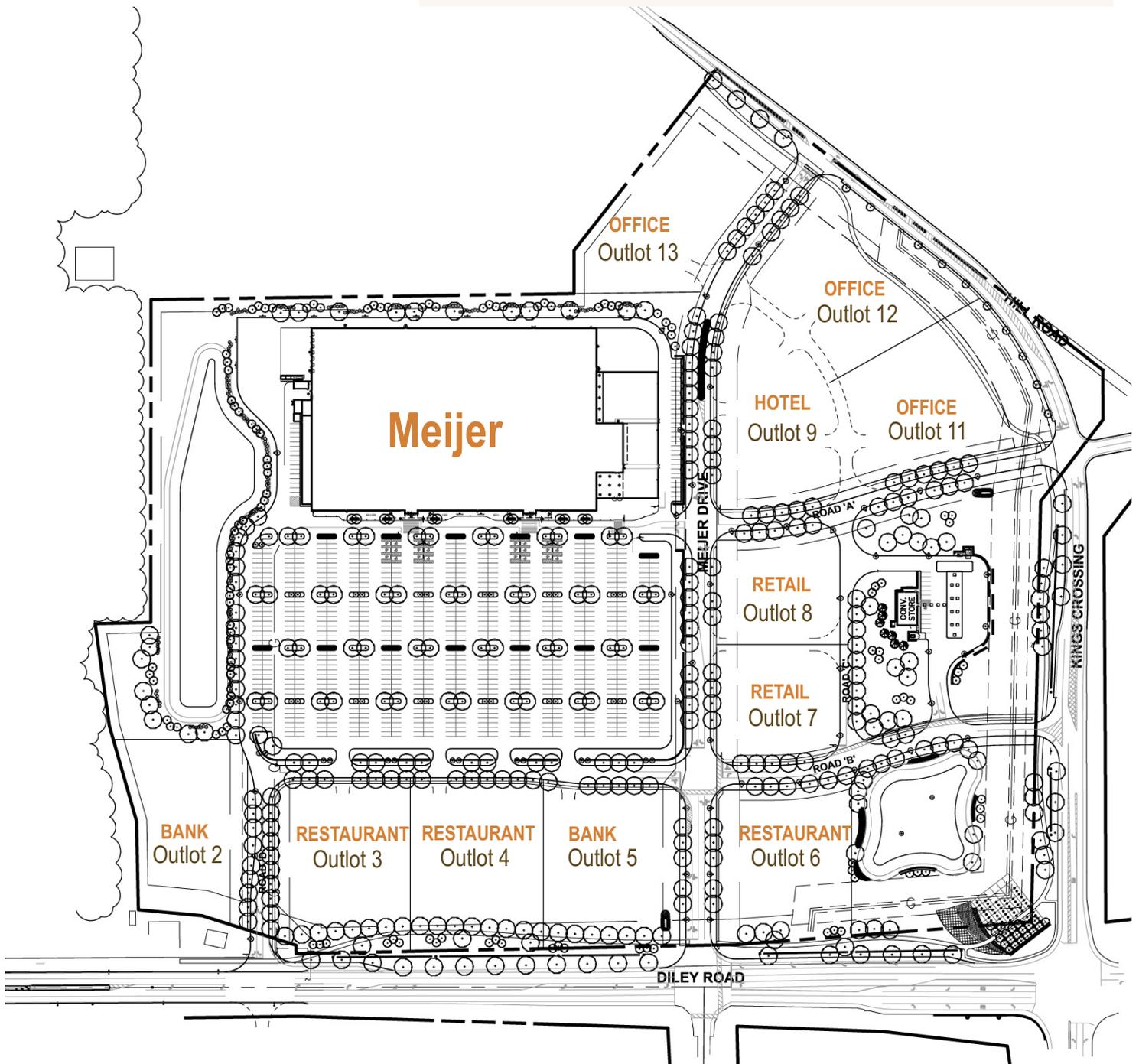


Goals and Objectives

- Protect and enhance the character and quality of the Meijer Development and maintain and strengthen a recognizable identity and character unique to Canal Winchester and the Violet CEDA plan.
- Strengthen the pedestrian environment and provide options for safe pedestrian access throughout the development.
- Create a high level of quality architecture.
- Provide needed flexibility to respond to unique conditions and constraints inherent to outlot development.
- Promote a balance between the community concerns over aesthetics with business requirements of potential owners/tenants.



Site Plan



Site Design

General Guidelines:

The optimal layout of any individual site requires an in-depth understanding of local context and a thorough site analysis. The components of an outparcel development to be considered in site design include, but are not limited to:

- Primary structure
- Outdoor Dining
- Entry and associated outdoor waiting area
- Service , utility infrastructure , refuse and storage area
- Pedestrian and vehicular circulation systems, parking and valet areas
- View and context from street. Building addresses street.
- Drive through windows and associated equipment and stacking lanes

1. All development proposals shall show evidence of coordination with the site plan elements and other contextual influences of neighboring properties. Proposals shall respond to local development patterns and the streetscape through the use of building build-to-line, orientation, relationship of structures to the street and to each other. The layout of the site shall respect and build upon the arrangement of buildings that address the street, open spaces and landscape elements as a cohesive pattern of urban development.

- Building entries shall be convenient to parking but shall also acknowledge the importance of the public realm.
- Seek and develop pedestrian linkages between adjacent properties.
- Seek and develop shared vehicular access points and parking with adjoining sites where feasible.

2. Service areas, storage areas and refuse enclosures shall be screened from public view (all roads), screened from adjacent sites and be constructed with decorative construction materials. All refuse enclosures are to be 4 sided.

3. The clustering of service and refuse areas is mandatory where adjacency of similar uses allows.

4. Drive-through windows or self-service drive-throughs are discouraged, however, when allowed they must conform to the following standards.

- Drive-through's not to be located in Front of building.
- Drive-through facilities, drive-through windows, menu boards and associated stacking lanes shall be carefully located to minimize the visual impacts and shall be adequately screened from public view and the view of adjacent sites.
- Circulation shall allow for adequate length of stacking for drive through facilities that does not interfere with the movement of traffic or pedestrians on or off-site.

5. Site design shall accommodate a logical and safe vehicular and pedestrian circulation pattern throughout the site that minimizes conflicts. Linkages for pedestrians shall be direct avoiding circuitous routes that are not easily understood. Each primary structure must create a pedestrian connection to pedestrian circulation systems of development.

6. Parking fields and expansive areas of paved surfaces shall be broken up with landscape planting. See Landscape Design section within pattern book for specific



Site Design (con't)

7. Outdoor dining areas are encouraged. The flow of indoor to outdoor spaces is desirable and can be facilitated by operable windows and doors.

8. Identify the location of above ground utility infrastructure facilities early in the design process. When possible, locate utility cabinets, switching cabinets, transformers, cable boxes, communications infrastructure, backflow preventors, irrigation control boxes and other similar above ground utilities in locations that do not conflict with featured views, outdoor dining areas and circulation patterns. Utility cabinets shall not be located within parking lot landscape islands or in highly visible locations within the right-of-way. Utilities should be screened by landscape or buildings to the extent allowable by operation requirements.

DESIGN STANDARDS

a. Build to line along Diley Road shall be 50' from property line, Parking setback along Diley Road shall be 50' from property line.

b. Build to line along Meijer Drive shall be 40' from property line, parking setback along Meijer Drive shall be 40' from property line.

c. Building setback along Hill Road and Kings Crossing shall be 75 feet from the right of way line. Parking setback along Hill Road and Kings Crossing shall be 75 feet from the right of way line.

d. Side yard building setbacks shall 25 feet. as required per the pifer zoning text.

e. Parking sideyard setback shall be zero (0) feet to encourage shared parking between outlots. When shared parking is not feasible, parking setback shall be (10) feet, except adjacent to roads A,B and D where parking setback is 20'

f. Total lot coverage shall not exceed 80% of the total lot area.

g. A five foot concrete sidewalk shall be constructed in the right of way along sides of all roads where pedestrian access is needed, except in locations where a multi-use trail is present.

h. Parking shall be located behind and adjacent (along side) the building. No more than 15% of each parcels parking and/or drive aisles may be located between public streets and buildings.

i. All parking areas, loading areas, trash/dumpster receptacles and ground/roof mounted mechanical equipment shall be screened from view of public roads. See Landscape Design for specific requirements and recommendations.

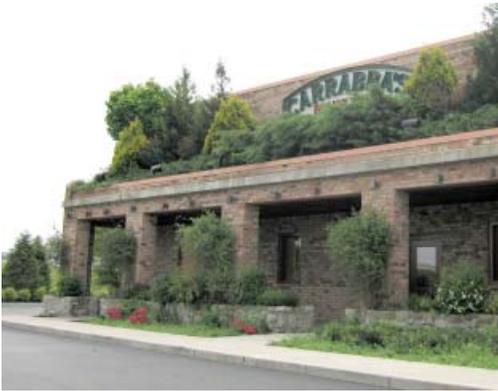
j. All buildings must 'face' outwardly (not interanally) to the development. The main entrance can be located on a corner that faces major public roads such as Diley Road, Hill Road and Kings Crossing. A main entrance of any outlot building along Meijer Drive must face Meijer Drive.



k. Outlots along Diley Road shall be restricted to one (1) curb-cut per lot, this curb-cut shall be located off of 'Road B'. There shall not be a curb-cut for direct parcel access off of Diley Road. There shall be no pavement between buildings fronting Diley Road and Diley Road itself. Shared curb-cuts are encouraged. Outlots along Meijer Drive are permitted two (2) curb-cuts per lot, but only shared curb cuts are allowed on Meijer Drive ie. between outlots 7 and 8.

l. Vehicular access to outlots 7, 8, 9, 11, 12, 13 shall be made from the secondary street. See Site Plan for specific outparcel locations.

Architecture



These buildings illustrate desirable architectural features including: sloped roofs, cornice line, vertical piers, window header treatments, and cupolas.

General Guidelines:

The intent of the following architectural guidelines is to encourage creative architecture that is responsive to local and regional context and contributes to the aesthetic identity of the community and the Meijer development.

1. Aesthetic compatibility is required within characteristics and design vocabulary. Precise replication is not necessary or desirable. Use similar color, material and texture found within the architecture of the primary building (Meijer). The proportion and massing as well as the use of details and special features as found on the primary structure shall be incorporated to the smaller scale of the proposal.

4. All sides of a building shall express consistent architectural detail and character. All site and screen walls shall be architecturally integrated with the building.

5. Buildings shall reduce their perceived height by dividing the building mass into several smaller-scaled components to reduce their visual impact and provide a more human scale. Possible treatments to avoid excessive height include:

- Low-scale planters and site walls
- Architectural wainscot treatment
- Clearly pronounced eaves or cornices
- Subtle changes in material color and texture
- Breakdown of the building into distinct masses.
- Covered pedestrian frontages and recessed entries
- Extended Architectural spaces.

6. Buildings shall reduce their apparent bulk by dividing the building mass into several smaller-scaled components. Possible treatments to avoid excessive bulk include:

- Low planter walls and site walls
- Variation in roof forms and heights, including variations in parapet height allowed when mechanical units can be clustered
- Areas of shadow created by the division of horizontal planes with recesses and projections
- Covered pedestrian frontages and recessed entries
- Deeply set windows with mullions
- Extended Architectural spaces.

7. The following architectural treatments are not permitted:

- Gradation in paint color applied to one surface or the use of large graphics
- Extended bands of vibrant and/or highly contrasting corporate colors/logos.
- Long uninterrupted expanses of glass
- Floor to ceiling glass storefront treatments



Architecture (con't)



These buildings illustrate desirable architectural features including: sloped roofs, cornice line, vertical piers, window header treatments, and cupolas.

8. Building colors shall emphasize muted earth tones. The use of highly reflective or glossy materials shall be limited.

9. Drive through elements shall be architecturally integrated into the building, rather than appearing to be applied or “stuck on” to the building. Vertical supporting columns for drive throughs must have a physical mass/size visually appropriate for the canopy.

DESIGN STANDARDS:

a. Buildings shall be designed to be seen from 360 degrees with the same caliber of finish on all facades/elevations. Building additions, whether attached or detached, shall be of similar design, materials, and construction.

b. Earth tones, muted hues, and natural tones are permitted as structures basic color. Brighter hues are permitted only as an accent feature on building elements such as awnings, doors, and trim.

c. Pitched roofs are encouraged. Sloped roofs are required on all buildings under 2 stories (twenty feet high). Minimum slope is 5/12, maximum slope is 18/12. Maximum roof height shall not exceed 1.5 times the building facade. Flat roofs shall be permitted only with the integration of strong cornice lines. All flat roofs shall be required to have a parapet and/or means of screening all rooftop mechanical equipment.

d. Building materials shall be traditional and natural in appearance such as brick, pre-cast stone, wood (including fibercement board) and glass. No less than 60% of each facade shall be brick, stone or faux stone. Window areas are not included in facade calculation.

e. Street Frontage building walls shall be no less than 40% glass.

f. Building materials shall be traditional and natural in appearance such as brick, pre-cast stone, wood and glass. E.I.F.S. and other manufactured synthetic materials are permitted as long as they are natural in appearance. Tinted glass is permitted; reflective, mirrored glass is prohibited. Prefabricated metal buildings, treated or untreated masonry block structures and buildings featuring an exterior finish entirely of glass are not permitted. Poured concrete exterior walls are not permitted.

g. Drive-thru windows are permitted provided that they are not located along a building elevation that is parallel to a public road or Meijer drive.

h. Building Massing: All building and portions thereof shall retain traditional building massing, and shall incorporate elements and forms to reduce the scale of the buildings.

i. Flat roofs are permitted but must utilize decorative cornices that are proportional to the building.

ii. Building designs and massings shall incorporate appropriate screening of rooftop mechanical systems. The methods for screening shall be consistent with the architecture and shall be of consistent materials.

i. All buildings and portions thereof shall retain traditional building massing and shall incorporate elements and forms to reduce the scale of the buildings.

j. “Buildings on corner lots must emphasize building massing and architecture on both corner elevations.



Landscape Design



Landscape treatment should be concentrated around building entrances to provide an aesthetically pleasing entrance.



Hedges and/or landscape walls are to be used to screen parking lots.



Landscaping around buildings and in plaza areas is required.



Decorative masonry walls screening dumpsters, ground mounted mechanical equipment and utility boxes is required.

General Guidelines:

Landscaping shall be integral to the overall design concept and shall be carefully planned to serve more than one purpose. The intent of these guidelines is to ensure that landscape design contributes to the overall appearance and function of the site and streetscape.

1. Landscaping shall blend with the dominant existing or planned streetscape and character of the area.
2. Landscaping shall be provided at the base of buildings to anchor them to the surrounding environment and soften the structure. In-ground landscaping shall comprise the majority of the landscaping requirement. Raised planters are acceptable when designed to accentuate the architecture, sidewalk and/or create pedestrian seating areas.
3. Trees shall be used throughout paved areas and along pedestrian pathways to provide shade, to reduce heat build-up and glare.
4. A landscape buffer shall be provided to screen uses from adjacent residential uses.
5. Dense landscaping and architectural treatments used in combination shall be provided to screen unattractive views and features such as storage areas, trash enclosures, utility cabinets, and other similar elements.
6. The site design for projects located at street corners shall provide special landscape treatment at street intersection to anchor the corner and provide an attractive amenity.
7. The use of mature trees and shrubs are encouraged to provide an immediate impact especially when used in buffering adjacent uses.
8. Proper maintenance and timely replacement of plant material is expected and required.

DESIGN STANDARDS

- a. The required amount of interior landscaping area shall be a minimum of ten percent (10%) of the total area of the parking lot pavement. The landscaped areas shall be arranged in such a manner so as
 - (i) to visually break up the large expanses of pavement;
 - (ii) to provide for some runoff filtration; and
 - (iii) to provide landscaped walking paths between parking lots and the main buildings.

b. Minimum Tree Size:

- Shade Tree: 2 inch caliper
- Ornamental Tree: 1.5 inch caliper
- Evergreen Tree: 5-7 foot tall

- c. All parking shall be screened from view (from all roads) with an evergreen or deciduous hedge with a minimum installation size of 18" and maintained to a height of 4 feet. The hedge shall achieve opacity of 80% within 3 full growing seasons of installation. Hedges can be staggered or broken up by masonry columns or trees to prevent monotony.



Landscape Design (con't)



All parking shall be screened from view of public streets by methods of plant material or masonry walls, and/or a combination.



Parking lot islands are to be used to break up parking fields and provide areas to plant shade trees and additional hedge type plant materials for additional screening.



Masonry walls coupled with plant material make an effective screen for dumpsters and other unsightly views.

d. All service areas including loading docks, exterior storage of materials, supplies, equipment or products, and trash containers shall be screened from all roads and or adjacent properties at ground level with ornamental wood or masonry walls. All walls shall be complimented with landscaping.

e. Parking lots shall incorporate one (1) tree island per six (6) parking spaces with a minimum of one (1) shade tree in each island. Tree islands widths shall be no less than 8 feet wide face of curb to face of curb.

f. No landscaped area within a parking lot shall be less than 100 square feet.

g. Provide a minimum of 1 canopy shade tree in each island with a minimum mature canopy of 20 feet upon maturity.

h. Intensify landscaping at building entrances.

i. Provide a minimum planting width of 3 feet adjacent to the building and plant no less than 40% of the building perimeter with multi-stemmed ornamental trees, shrubs, perennial flowers, and ground cover. Emphasis shall be given to landscaping along the front building elevation.



Lighting



General Guidelines:

Site lighting and architectural lighting of buildings shall provide the user with illumination levels appropriate for the designed activity (i.e. parking, walking, outdoor dining). Illumination levels shall also be reasonably uniform throughout the site and absent of glare.

1. A lighting design, iso-candella plan, and light fixture cutsheets/specs must accompany all applications for new development or redevelopment. The lighting plan must include, but not limited to: type of lighting equipment, the lamp source and wattage, fixture locations, mounting height, shielding, mounting details, and photometric data, including point-by-point horizontal illuminance at ground level and uniformity ratio, etc. (per consultant). All illumination of the site, even that from architectural lighting, shall be taken into account in the lighting plan.

2. Avoid competing light levels and maintain balanced light levels on-site and between adjacent properties.

3. Recommended light level guidelines and uniformity ratios established by the Illumination Engineering Society of North America (IESNA) in the IESNA Lighting Handbook (current edition) shall be considered and incorporated where appropriate for lighting designs.

4. Light glare or excess brightness shall be minimized. Cut-off fixtures, mounting heights, and the elevation of potential viewers must all be considered for effectively controlling glare by directing light below the horizontal.

5. Restrict light trespass beyond property lines or from sites to roads by shielding or aiming fixtures away from adjacent properties or public roads.

DESIGN STANDARDS

a. Parking lot lighting shall be of a standard light source type and style and shall not exceed 16 feet in height. High pressure sodium fixtures are not permitted.

b. All external lighting shall be ornamental light fixtures. Full cut-off type fixtures are to be used to down cast and reduce light trespass and spillage.

c. All light poles and standards shall be black in color and constructed of metal.

d. Landscape uplighting from a concealed source shall be permitted provided that it is on a timer, and turned off by midnight. All uplight fixtures must be screened by landscaping and cut-off in design.

e. No permanent colored lights or neon lights shall be used on the exterior of buildings.

f. Light fixture foundations shall be integrally colored concrete (color: Dark Buff/ Tan).



"Oden" Ornamental Light Fixture by Visionscapes is the Standard light fixture for the Meijer Development (including outparcels)



Signage/Corporate Identification

The architecture of the building shall be viable and appropriate for its location and use regardless of the business identity. Signage plans shall reflect a balance between allowing adequate signage for business identification while protecting the visual aesthetic of the streetscape.

1. Applied treatments used to achieve business identity, either by awnings, accent bands, paint or other applied color schemes, signage, parapet details, decorative roof details or materials shall not be the dominant architectural feature. Accent colors shall be used judiciously.
2. All signage shall be architecturally integrated with their surroundings in terms of size, shape, color, texture, and lighting so that they do not visually compete with architecture of the building and design of the site. Signs shall be integrated such that they become a natural part of the building façade.
3. When multiple corporations share one site, signs shall be integrated as one unit to create shared identity for the property to the extent permitted by the ordinance or be located and/or designed as a package.
4. Repetitious signage information on the same building facade shall not be permitted.
5. Signs shall be composed of individual letters. Back lit or indirectly lit individual letters are generally desirable.
6. Visible raceways and transformers for individual letters are not permitted.



DESIGN STANDARDS

- a. The maximum number of flush-mounted signs allowed for freestanding buildings is one per individual tenant frontage. Corner lots shall be allowed two (2) flush-mounted signs, one facing each roadway.
- b. The only permitted free standing signs are the two comprehensive development / monument style signs approved by the Planning and Zoning Commission at the September 11, 2006 meeting. No other free standing or monument signs are permitted.
- c. Monument signs shall not exceed 32 square feet per face and 6 feet in height.
- d. Monument signage shall have a masonry base with a minimum height of 12 inches.
- e. Maximum area of Commercial / Retail flushmounted signs shall be 1 square foot of sign area per linear foot of building frontage of the individual business. No individual sign shall exceed 200 square feet.
- f. Projecting signs may not exceed 4 square feet in area.
- g. Character heights for commercial retail and office signs shall be limited to a maximum height of 24 inches.
- h. Back lighting of individual letters on wall mounted signage shall be permitted.



Signage/Corporate Identification (con't)

- i. No roof signs or parapet signs shall be permitted nor shall a sign extend higher than the building.
- j. No flashing, traveling, animated or intermittently illuminated signs shall be used. No banners tethered balloons or pennants shall be used.
- k. Internally illuminated wall mounted signage shall be prohibited.
- l. No changeable copy signs except for gas prices
- m. No outdoor storage allowed on outparcels.

ORDINANCE NO. 19-065

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CANAL WINCHESTER HISTORICAL SOCIETY FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2022

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into an agreement with the Canal Winchester Historical Society to establish the financial assistance the City of Canal Winchester shall provide and appropriate participation by the City and reporting by the Historical Society; and

WHEREAS, the City recognizes the unique services provided by the Historical Society to the City and desires to provide assistance to the Historical Society to support its efforts;

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 an agreement with the Canal Winchester Historical Society from the period January 1, 2020 through December 31, 2022 as detailed in 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:

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.

CLERK OF COUNCIL

AGREEMENT WITH THE CANAL WINCHESTER AREA HISTORICAL SOCIETY

This Agreement between Canal Winchester Area Historical Society (“Historical Society”) and the City of Canal Winchester (“City”) is made and entered into this ___ day of _____, 201_.

WITNESSETH:

WHEREAS, the Historical Society agrees to continue to collect, preserve, maintain, promote, educate, and inventory historical records, data, real and personal property for the Canal Winchester Area to benefit the citizens of Canal Winchester;

WHEREAS, the City recognizes the unique services provided by the Historical Society to the City and desires to provide assistance to the Historical Society to support its efforts;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Section 1. In consideration of the services the Historical Society provides to the City, the City agrees to provide financial assistance to the Historical Society up to \$10,000.00 for 2020, 2021, and 2022, in four equal quarterly installments. Said funds to include support for the following (“Permitted Uses”):

- (1) Gas and electric for the Historical Society’s historical complex of \$2,800.00;
- (2) Security and telephone costs for the Historical Society’s historical complex of \$1,200.00;
- (3) Insurance for the Historical Society’s historical complex and museum contents of \$6,000.

The Historical Society agrees funds not used for the Permitted Uses listed in (1) through (3) above, shall be returned to the City’s Finance Director by January 31st of the subsequent year unless expenses are used for other uses that are approved by City Council.

The Historical Society agrees to provide quarterly financial statements to the City detailing the use of the funds including, but not limited to, all accounts, revenue sources, including private donations and monies earmarked for specific uses; and proof of payments for Permitted Uses such as invoices and proof of payment.

In order to determine financial assistance the City may provide in future years, the Historical Society shall submit a budget request to Council no later than September 15 before the next fiscal year begins. The budget request shall include such supporting documents from the prior year’s expenses to justify the financial assistance for the requested years. Council, in its discretion, may request additional documentation from the Historical Society to assist in its appropriation amount determined.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first set forth above.

CANAL WINCHESTER AREA HISTORICAL SOCIETY

By: _____

CITY OF CANAL WINCHESTER

By: _____
Michael Ebert, Mayor

APPROVED AS TO FORM:

By: _____
Legal Counsel

Fiscal Officer's Certificate

I hereby certify that at the time this Agreement was executed, sufficient funds were appropriated for the purpose of such contract and in the treasury or in the process of collection to the credit of the appropriation fund free of any previous encumbrances.

Finance Director, City of Canal Winchester

ORDINANCE NO. 19-066

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A HEALTH SERVICES CONTRACT WITH FRANKLIN COUNTY PUBLIC HEALTH

WHEREAS, Council hereby finds and determines that it is in the best interest of Canal Winchester to enter into a contract with Franklin County Public Health to provide health services to the municipality as required of a City; 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 Canal Winchester with Franklin County Public Health for health services to the municipality for the period beginning January 1, 2020 through December 31, 2020 as detailed in 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:

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.

Clerk of Council

CONTRACT
Between
FRANKLIN COUNTY BOARD OF HEALTH
And
CITY OF CANAL WINCHESTER

This contract entered into by and between the City of Canal Winchester (hereafter referred to as "City"), with its principal address being 36 South High Street, Canal Winchester, Ohio 43110, and the Board of Health of the Franklin County General Health District (hereafter referred to as "Board" or "Franklin County Public Health") for 2020 Public Health Services under the approval of Resolution No. 19-096, dated September 10, 2019.

The Board is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01.

ORC Section 3709.08 authorizes cities in Franklin County to contract with the Board to provide public health services to and within the City.

The District Advisory Council (hereafter referred to as "Council") of the Franklin County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 21, 2019, at which by a majority vote of members representing the Council voted affirmatively to provide public health services to the cities in Franklin County, and did authorize the Chairman of the Council to enter into a contract with the Mayor of each city to provide public health services therein.

The Board is engaged in the governance of providing public health services as described in this contract and the Scope of Work, attached hereto and incorporated herein as Exhibit A, and has the knowledge, skills and resources to provide such services in accordance with the terms and conditions of Ohio law and this contract.

Pursuant to Revised Code 3709.08(C), the contract was submitted to the State of Ohio's director of health. The Board is organized and equipped to provide the services and shall have the powers and shall perform all the duties required of the board of health or the authority having the duties of a board of health within the City.

The City is willing to contract with the Board for such services in accordance with the terms and condition of Ohio law and this Contract.

SECTION 1 – SERVICES

The Board shall, for the consideration hereinafter stated, furnish to the City, and inhabitants thereof, all such public health services as are furnished to all villages and townships and the inhabitants thereof, of Franklin County, Ohio. Said services shall include all services as allowed by law according to the most current version of the Ohio Revised Code and as listed in Exhibit A. Said services shall include the minimum standards and optimal achievable standards for boards of health and local health departments pursuant to Ohio Revised Code Section 3701.342. Said services shall include enforcement

of all rules and regulations as allowed by law according to the most current version of the Ohio Administrative Code and the enforcement of the following Franklin County Public Health Regulations:

- (100) Definitions
- (101) Collection Vehicle Registration, Inspection and Operation for Prevention of Nuisances
- (102) Property Health and Sanitation
- (103) Plumbing for Commercial, Public and Residential Buildings and Places
- (104) Rabies Control
- (105) Approval of Building Plans
- (106) Sewage Treatment Systems
- (199) Administration and Enforcement

And, the current version of the above-described regulations of Franklin County Public Health shall apply to and be enforceable within the jurisdiction of the Franklin County General Health District and the City.

The City Attorney shall be responsible for any litigation involving enforcement of Health Regulations within the corporate limits of said political subdivision.

This contract and any claims arising in any way out of this contract shall be governed by the laws of the State of Ohio. Any litigation arising out of or relating in any way to this contract or the performance hereunder shall be brought only in an Ohio court of competent jurisdiction in Franklin County, Ohio, and the City hereby irrevocably consents to such jurisdiction.

SECTION 2 – TERM

Said public health services shall be furnished beginning January 1, 2020 and ending December 31, 2020 provided, however, that either party to this agreement shall have the right to cancel the same upon four (4) months written notice and the parties hereto may, by mutual written agreement, modify the terms of this agreement.

SECTION 3 – COMMUNICATION

The Board will provide ongoing communication with the Mayor/City Manager and his or her designees through notification at least quarterly. This communication will provide information on timely public health topics, upcoming events and featured services. Reports and other information about direct services that are being provided to the City will be provided upon request.

SECTION 4 – PUBLIC HEALTH PAYMENT, FEES & CHARGES

The City, Ohio shall pay the Board for said public health services furnished to the City and the inhabitants thereof, such sum or sums of money based on a per capita rate as would be charged against municipal corporations composing the Franklin County General Health District at a per capita rate of \$8.87.

Said sums of money shall be paid to the Board in installments of 50% of the total contract amount in January 2020 and 50% of the total contract amount in June 2020 through the

process of withholding the installment amounts from the semi-annual real estate tax settlement distribution to be received by the City and transferred to the Board by the Settlement Officer of the Franklin County Auditor. The sum for 2020 shall not exceed \$78,304.36, notwithstanding any fee established pursuant to the sections set forth below.

In any instance where the Board expends funds to abate a nuisance pursuant to Section 1, above, within the City, the Board may invoice the City for the costs of such nuisance abatement. Further, the City shall pay, in addition to those sums set forth in Section 5, above, to the Board the cost to abate the nuisance.

The Board agrees to certify such nuisance abatement costs to the Franklin County Auditor to be recorded as a lien upon the property and shall reimburse all funds recovered under such a lien to the City.

SECTION 5 - PLUMBING INSPECTION SERVICES AND FEES

The Board shall, for the consideration hereinafter stated, furnish to the City, all plumbing and medical gas inspections as are furnished to all inhabitants within the general health district of Franklin County. Inspectors are to be state certified by the Ohio Department of Commerce.

The City, through its Building Department, shall issue permits and collect fees for such plumbing inspections. The fee to be charged shall be the most current fee charged by the Board. The City shall forward sixty (60) percent of all plumbing inspection fees collected by them to the Board upon receiving monthly statements of the amount due from the Board. The City shall pay said amount, within thirty (30) days after receipt of said statement.

SECTION 6 - APPROVAL

This contract is approved by a majority of the members of the legislative authority of the City, pursuant to the provisions of Ordinance _____ dated _____.

The City has determined that Franklin County Public Health is organized and equipped to adequately provide the service that is the subject of this contract.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals and have executed this agreement the day and year written below.

DISTRICT ADVISORY COUNCIL OF THE
FRANKLIN COUNTY GENERAL HEALTH DISTRICT

Chairperson Date

FRANKLIN COUNTY PUBLIC HEALTH

Joe Mazzola, MPA Date
Health Commissioner

THE CITY OF CANAL WINCHESTER, OHIO

Mayor Michael Ebert Date

APPROVED AS TO FORM:

Ron O'Brien
Prosecuting Attorney
Franklin County, Ohio

Assistant Prosecuting Attorney Date
Attorney for the District Advisory
Council of the Franklin County General Health District

City Attorney Date
City of Canal Winchester, Ohio

FINANCIAL CERTIFICATE

It is hereby certified that the amount required to meet the contract agreement, obligation, payment of expenditure for the above has been lawfully appropriated, authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the proper fund and is free from any obligation or certificated now outstanding.

Fiscal Officer
City of Canal Winchester, Ohio

Date

**EXHIBIT A
SCOPE OF WORK**

Franklin County Public Health ("Board"), hereby agrees to provide health services for the City for the calendar year 2020 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City
- The Services described in the schedule listed below in this Exhibit will be provided by the Board to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.

The followings specific services shall be a part of the Services provided under this Contract:

List of Functions, Programs and Services
Administrative Services:
Administration
Budget, Accounts Payable, Accounts Receivable
Communication & Marketing
Grant Writing & Management
Records Management
Reports - Financial & Statistical
Data Services:
Community Health Assessment
Health Data
Environmental Health:
Food Service Operation Licensing, Inspection & Education
Healthy Homes (Lead, Radon) Inspection & Education
Mosquito Control Services & Education
Nuisance & Vector Control Enforcement & Education
Plumbing & Medical Gas Inspections
Public Swimming Pool & Spa Licensing, Inspection & Education
Rabies Surveillance - Animal bite investigation and follow up
Retail Food Establishment Licensing, Inspection & Education
School Facilities Inspection & Education
Sewage Treatment System Permitting, Inspection & Education
Smoke Free Workplace Enforcement & Education
Solid Waste, Construction and Demolition Facility, Transfer Station Inspection & Enforcement
Tattoo & Body Piercing Permitting, Enforcement & Inspection
Temporary Park Camp Licensing, Enforcement & Inspection
Water Quality Permitting, Testing & Education
Emergency Preparedness:
Community Outreach and Education
Injury Prevention/Opiate Crisis Programs & Education

Public Health Emergency Preparedness
Planning and Cities' Readiness Initiative activities
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up(excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Health Promotion:
Community Health Action Teams
Farm to School Program
Nutrition & Physical Activity Education Programs
Safe Routes to Schools
Tobacco Use Prevention, Education & Cessation Program
Health Systems & Planning:
Community Health Improvement Plan
Data & Information Technology
Public Health Accreditation
Immunization Services:
Childhood and Adult Vaccine Administration Services
Occupational Health:
Immunizations and screenings - Fee for Service
Maternal & Child Health:
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Safe Sleep & Infant Mortality Prevention Initiatives & Education

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

ORDINANCE NO. 19-067

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT FOR LEGAL SERVICES WITH FROST BROWN TODD LLC FOR THE PERIOD JANUARY 1, 2020 THROUGH DECEMBER 31, 2021

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 law firm Frost Brown Todd LLC to provide legal counsel services to the city;

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 Frost Brown Todd LLC in the amount \$15,000.00 per month for the period January 1, 2020 through December 31, 2021 for routine services, as detailed in Exhibit "A" attached 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:

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.

CLERK OF COUNCIL

**AGREEMENT BETWEEN THE CITY OF CANAL WINCHESTER
AND FROST BROWN TODD LLC
FOR LEGAL SERVICES**

This contract for the services between the City of Canal Winchester, an Ohio Municipal Corporation, ("Canal Winchester") and Frost Brown Todd LLC, ("FBT") effective the 1st day of January, 2020.

WITNESSETH:

WHEREAS, Canal Winchester wishes to engage FBT to perform general legal services for a two (2) year term (calendar years 2020 and 2021).

NOW, THEREFORE, intending to be bound by this Agreement, the parties agree as follows:

1. **Routine Services.** Except as otherwise provided herein, Canal Winchester agrees to pay Fifteen Thousand Dollars (\$15,000.00) per month for calendar years 2020 and 2021 and FBT agrees to provide the following Routine Services:
 - a. Attending all regular and special Council meetings.
 - b. Attend other board and commission meetings upon the request of the Mayor.
 - c. Draft and/or revise ordinances and resolutions upon request of the Clerk of Council or Mayor.
 - d. Draft routine legal memoranda as requested by the Mayor, staff and/or Council.
 - e. Provide legal advice to City officials as necessary.
 - f. Respond to Mayor and staff inquiries.
 - g. Attend meetings and discussions with City, County, State and Federal officials and other governmental officials.
 - h. Attend meetings with the development community and staff.
 - i. Review and approve all contracts, ordinances, resolutions and any other written documents.
 - j. Prosecution of traffic and criminal matters in Canal Winchester Mayor's Court.
 - k. Attend weekly staff meetings.

Canal Winchester hereby designates Eugene L. Hollins, a Member with FBT the Law Director, who shall be the primarily responsible attorney and contact person for Canal Winchester.

Canal Winchester shall reimburse FBT for any and all reasonable costs and expenses incurred by FBT on behalf of Canal Winchester.

- 2. Complex Litigation.** Complex litigation is defined as major litigation that involves, for example purposes only, significant written or oral discovery, significant motion practice, and attendance at evidentiary hearings before a judge and/or a jury. Complex litigation shall also include Ohio Revised Code Chapter 2506 appeals. The Mayor shall pre-approve rates for complex litigation prior to FBT commencing work on any individual matter. The fee arrangement set for the below in “Additional Projects” shall also apply to “Complex Litigation.”
- 3. Term.** This Agreement shall take effect and be in force from January 1, 2020 through December 31, 2021. However, either Party may terminate this Agreement upon providing thirty (30) days' prior notice of its intent to terminate to the other Party. Subject to the appropriation of funds by City Council, this Agreement shall be automatically renewed for a one (1) year period, unless thirty (30) days' prior notice is provided prior to the date of expiration. If the Agreement is automatically renewed, all rates set forth in this Agreement shall be increased by five percent (5%).
- 4. Miscellaneous Provisions.**

 - a. Additional Projects.** Subject to agreement of both Parties, FBT may undertake Additional Projects which are outside of the scope of Routine Services on a flat fee or hourly basis as agreed upon by the Law Director and the Mayor. For projects that are billed hourly, FBT will offer a discounted hourly rate as negotiated and agreed upon between the Mayor. Fee arrangements for Additional Projects will be negotiated and agreed upon by FBT and the Mayor.
 - b. Applicable Laws.** FBT shall comply with all applicable foreign, federal, state, and local laws, rules, regulations, orders, ordinances and government requirements in the performance of this Agreement.
 - c. Notices.** All notices and other communications hereunder must be in writing and will be deemed to have been duly given if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or on the third business day if mailed (by certified mail, return receipt requested, first class postage prepaid), to the Parties with written confirmation of receipt at the following address:

If to Canal Winchester:
Ms. Amanda Jackson
Finance Director
City of Canal Winchester

36 South High Street
Canal Winchester, Ohio 43110-1213

If to FBT:
Eugene L. Hollins, Esq.
Frost Brown Todd, LLC
One Columbus, Suite 2300
10 West Broad
Columbus, OH 43215

- d. **Waiver.** No delay or failure on the part of any Party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power or privilege.
- e. **Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- f. **Parties in Interest.** This Agreement is enforceable only by FBT and Canal Winchester. The terms of this Agreement are not a contract or assurance regarding compensation, continued employment, or benefit of any kind to any of FBT's personnel assigned to Canal Winchester's work, or any beneficiary of any such personnel, and no such personnel, or any beneficiary thereof, shall be a third-party beneficiary under or pursuant to the terms of this Agreement.
- g. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
- h. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the Parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the Parties hereto.
- i. **Assignment.** This Agreement may not be assigned or transferred in whole or in part by either Party without the written consent of the other. Any

purported assignment without the express written consent of the other is void.

- j. **Independent Contractor Status.** The Parties agree that services hereunder are provided by an independent contractor, and that no contributions will be made to the public employees retirement system for the services, as addressed in Section 145.038, Ohio Revised Code. This Agreement is, and is intended to be, a formal bilateral written contract between the parties as required by Section 145-1-42 (B).

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FROST BROWN TODD LLC

CITY OF CANAL WINCHESTER

Eugene L. Hollins, Member

Michael Ebert, Mayor

0128850.0615530 4810-9690-2317v1

ORDINANCE NO. 19-068

**AN ORDINANCE TO AMEND THE 2019 APPROPRIATION
ORDINANCE #18-040, AMENDMENT #7**

WHEREAS, the City Council desires to proceed with activities of the City which require changes in the appropriations to accommodate those activities;

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

Section 1. That the 2019 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the General Fund \$5,800 to the Council – Personal Services line item.

Section 2. That the 2019 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Water Fund \$10,000 to the Plant – Operating Expenses line item.

Section 3. That the 2019 Annual Appropriations Ordinance be amended by appropriating from the unappropriated monies of the Sewer Fund \$39,000 to the Plant - Operating Expenses line item.

Section 4. That this ordinance 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.

Clerk of Council



To: Members of City Council

From: Amanda Jackson, Finance Director

Date: November 15, 2019

RE: Appropriation Amendment #7

MEMORANDUM

Appropriation Amendment #7 for the 2019 Appropriations serves to accomplish the following:

General Fund – Appropriate \$5,800.00 from the unappropriated fund balance of \$9,017,802 to the Council – Personal Services for salaries and benefits associated with the hiring of a part-time Clerk of Council mid-year.

Water Fund – Appropriate \$10,000.00 from the unappropriated fund balance of \$1,357,446 to the Plant – Operating Expenses line item for the purchase of chemicals. This is due to an increase in the prices of the chemicals as well as an increase in water usage.

Sewer Fund – Appropriate \$39,000.00 from the unappropriated fund balance of \$2,161,205 to the Plant – Operating Expenses line item. Of this amount, \$25,000.00 is for sludge removal and \$14,000.00 is for utilities. The plant has had a busy year resulting in higher than typical costs in each category.

Please let me know if you have any questions.

ORDINANCE No. 19-069

2020 APPROPRIATIONS ORDINANCE

City of Canal Winchester

(Revised Code Sec. 5705.38)

An ORDINANCE to make final appropriations for Current Expenses and other Expenditures of the City of Canal Winchester State of Ohio, during the fiscal year ending December 31, 2020.

SECTION 1. BE IT RESOLVED by the Council of the City of Canal Winchester, State of Ohio, that, to provide for the current expenses and other expenditures of the said City of Canal Winchester, during the fiscal year ending December 31, 2020, the following sums be and they are hereby set aside and appropriated as follows, viz:

SECTION 2. That there be appropriated from the GENERAL FUND:

Sheriff	100-100		
Operating Expenses		\$ 1,351,000.00	
Capital Outlay		\$ 47,000.00	
Total Sheriff			\$ 1,398,000.00
County Health Department	100-200		
Operating Expenses		\$ 90,000.00	
Total County Health Department			\$ 90,000.00
Human Services	100-201		
Operating Expenses		\$ 63,100.00	
Total Human Services			\$ 63,100.00
Cemetery:	100-202		
Operating Expenses		\$ 2,000.00	
Total Cemetery			\$ 2,000.00
Community Center	100-300		
Personal Services		\$ 88,375.00	
Operating Expenses		\$ 16,400.00	
Capital Outlay		\$ 3,000.00	
Total Community Center			\$ 107,775.00
Parks	100-301		
Personal Services		\$ 238,150.00	
Operating Expenses		\$ 43,500.00	
Capital Outlay		\$ 50,000.00	
Total Parks			\$ 331,650.00
Swimming Pool	100-302		
Operating Expenses		\$ 173,000.00	
Capital Outlay		\$ 42,000.00	
Total Swimming Pool			\$ 215,000.00
Development	100-400		
Personal Services		\$ 342,150.00	
Operating Expenses		\$ 286,200.00	
Capital Outlay		\$ 3,000.00	
Total Development			\$ 631,350.00
Urban Forester	100-410		
Personal Services		\$ 218,100.00	
Operating Expenses		\$ 40,700.00	
Capital Outlay		\$ 45,000.00	
Total Urban Forester			\$ 303,800.00
Mayor	100-500		
Personal Services		\$ 205,650.00	
Operating Expenses		\$ 109,500.00	

Capital Outlay		\$	1,500.00		
Total Mayor				\$	316,650.00
Council	100-501				
Personal Services		\$	169,300.00		
Operating Expenses		\$	39,300.00		
Capital Outlay		\$	3,000.00		
Total Council				\$	211,600.00
Mayor's Court	100-510				
Personal Services		\$	94,150.00		
Operating Expenses		\$	18,400.00		
Capital Outlay		\$	1,500.00		
Total Mayor's Court				\$	114,050.00
Finance	100-520				
Personal Services		\$	245,600.00		
Operating Expenses		\$	44,500.00		
Capital Outlay		\$	1,400.00		
Total Finance				\$	291,500.00
Human Resources	100-521				
Personal Services		\$	58,150.00		
Operating Expenses		\$	12,500.00		
Capital Outlay		\$	1,200.00		
Total Human Resources				\$	71,850.00
Public Service	100-530				
Personal Services		\$	102,150.00		
Operating Expenses		\$	22,000.00		
Capital Outlay		\$	25,000.00		
Total Public Service				\$	149,150.00
Public Service - Fleet	100-531				
Operating Expenses		\$	35,000.00		
Capital Outlay		\$	8,000.00		
Total Public Service - Fleet				\$	43,000.00
Lands and Buildings	100-540				
Personal Services		\$	157,300.00		
Operating Expenses		\$	156,500.00		
Utilities		\$	280,000.00		
Capital Outlay		\$	105,000.00		
Total Lands and Building				\$	698,800.00
Community Affairs	100-550				
Personal Services		\$	90,700.00		
Operating Expenses		\$	10,500.00		
Capital Outlay		\$	1,200.00		
Total Community Affairs				\$	102,400.00
Community Affairs - Events	100-551				
Operating Expenses		\$	21,000.00		
Capital Outlay		\$	1,300.00		
Total Community Affairs - Events				\$	22,300.00
Information Technology	100-560				
Personal Services		\$	145,200.00		
Operating Expenses		\$	30,000.00		
Capital Outlay		\$	3,000.00		
Total Information Technolgy				\$	178,200.00
Administration	100-570				
Operating Expenses		\$	1,338,100.00		
Transfers/Advances		\$	1,688,000.00		
Total Administration				\$	3,026,100.00

Total Permissive Tax Fund \$ **65,000.00**

BED TAX GRANT FUND

Council 205-501
Operating Expenses \$ 75,000.00
Total Council \$ 75,000.00

Administration 205-570
Operating Expenses \$ 75,000.00
Total Administration \$ 75,000.00

Total Bed Tax Grant Fund \$ **150,000.00**

BWC GRANT FUND

Human Resources 207-521
Operating Expenses \$ -
Total BWC Grant Fund \$ -

DILEY RD PITIE FUND

Administration 209-570
Operating Expenses \$ 4,500.00
Total Diley Rd PITIE Fund \$ **4,500.00**

GENDER RD TIF FUND

Administration 210-570
Operating Expenses \$ 85,500.00
Total Gender Rd TIF Fund \$ **85,500.00**

CEMETERY FUND

Public Health 211-200
Operating Expenses \$ -
Total Cemetery Fund \$ -

GRAND TOTAL SPECIAL REVENUE FUND APPROPRIATION \$ **992,200.00**

SECTION 4. That there be appropriated from the following DEBT SERVICE FUNDS:

General Obligation Bond Fund 300-571
Principal \$ 765,000.00
Interest \$ 120,000.00
Total General Obligation Bond Fund \$ **885,000.00**

GRAND TOTAL DEBT SERVICE FUND APPROPRIATIONS \$ **885,000.00**

SECTION 5. That there be appropriated from the following CAPITAL PROJECT FUNDS:

CAPITAL IMPROVEMENTS FUND

Capital Improvements 400-700
Capital Outlay \$ 150,000.00
Total Capital Improvements Fund \$ **150,000.00**

ISSUE 2/CDBG GRANTS FUND

Construction Services 401-600
Capital Outlay \$ -
Total Capital Project Fund \$ -

STATE GRANT CAPITAL PROJECTS

Construction Services	402-600		
Capital Outlay		\$ 1,100,000.00	
Advance Out		\$ 500,000.00	
Total State Grant Capital Projects Fund			\$ 1,600,000.00

GRAND TOTAL CAPITAL PROJECT FUND APPROPRIATIONS \$ 1,750,000.00

SECTION 6. That there be appropriated from the following ENTERPRISE FUNDS:

WATER FUND			
Administration	500-800		
Personal Services		\$ 610,500.00	
Operating Expenses		\$ 321,500.00	
Capital Outlay		\$ 9,000.00	
Total Administration			\$ 941,000.00
Plant	500-801		
Operating Expenses		\$ 375,000.00	
Capital Outlay		\$ 60,000.00	
Total Plant			\$ 435,000.00
Distribution	500-802		
Operating Expenses		\$ 310,000.00	
Capital Outlay		\$ 110,000.00	
Total Distribution			\$ 420,000.00
Total Water Fund			\$ 1,796,000.00

WATER CONNECTION FUND			
Administration	501-800		
Operating Expenses		\$ 55,600.00	
Total Administration			\$ 55,600.00
Connections	501-803		
Operating Expenses		\$ 210,000.00	
Capital Outlay		\$ 150,000.00	
Total Connections			\$ 360,000.00
Total Water Connection Fund			\$ 415,600.00

SANITARY SEWER FUND			
Administration	510-810		
Personal Services		\$ 600,350.00	
Operating Expenses		\$ 495,000.00	
Capital Outlay		\$ -	
Total Administration			\$ 1,095,350.00
Plant	510-811		
Operating Expenses		\$ 484,500.00	
Capital Outlay		\$ 200,000.00	
Total Plant			\$ 684,500.00
Collection	510-812		
Operating Expenses		\$ 164,000.00	
Capital Outlay		\$ 240,000.00	
Total Collection			\$ 404,000.00
Total Sanitary Sewer Fund			\$ 2,183,850.00

SEWER CONNECTION FUND

required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing Final Appropriation Ordinance is taken and copied from the original Ordinance now on file with said City, that the forgoing Ordinance has be compared by me with the said original and that the same is true and correct copy thereof.

Witness my signature, this _____ day of _____, _____

Clerk of the City of Canal Winchester

Franklin County, Ohio

ORDINANCE NO. 19-070

AN ORDINANCE TO ESTABLISH CITY EMPLOYEE SALARY RANGES

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to establish by ordinance the salary ranges for City employees, and

WHEREAS, Council has reviewed the salary survey completed by the Mid-Ohio Regional Planning Commission of surrounding communities and believes the ranges as set forth are appropriate for City positions;

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

SECTION 1. That the salary ranges for positions at the City of Canal Winchester be established as attached in Exhibit A, to be effective beginning January 1, 2020.

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.

Clerk of Council

2020 Salary Schedule

	2016				2020			
	Hourly		Yearly		Hourly		Yearly	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
					4%	6%		
Public Works Director	\$36.18	\$52.27	\$75,250.24	\$108,721.60	\$37.63	\$55.41	\$78,260.25	\$115,244.90
Construction Services Administrator	\$36.18	\$52.27	\$75,250.24	\$108,721.60	\$37.63	\$55.41	\$78,260.25	\$115,244.90
Finance Director	\$36.18	\$52.27	\$75,250.24	\$108,721.60	\$37.63	\$55.41	\$78,260.25	\$115,244.90
Development Director	\$36.18	\$52.27	\$75,250.24	\$108,721.60	\$37.63	\$55.41	\$78,260.25	\$115,244.90
					6%	8%		
Street Superintendent	\$26.46	\$38.53	\$55,036.80	\$80,142.40	\$28.05	\$41.61	\$58,339.01	\$86,553.79
Water Superintendent	\$26.46	\$38.53	\$55,036.80	\$80,142.40	\$28.05	\$41.61	\$58,339.01	\$86,553.79
Wastewater Superintendent	\$26.46	\$38.53	\$55,036.80	\$80,142.40	\$28.05	\$41.61	\$58,339.01	\$86,553.79
IT Coordinator	\$28.33	\$44.34	\$58,926.40	\$92,227.20	\$30.03	\$47.89	\$62,461.98	\$99,605.38
Urban Forester	\$21.70	\$30.82	\$45,136.00	\$64,105.60	\$23.00	\$33.29	\$47,844.16	\$69,234.05
					17%	17%		
Maintenance Tech III/ Water III	\$21.70	\$30.45	\$45,136.00	\$63,336.00	\$25.39	\$35.63	\$52,809.12	\$74,103.12
Maintenance Tech II/Wastewater/Water I	\$19.47	\$28.30	\$40,497.60	\$58,864.00	\$22.78	\$33.11	\$47,382.19	\$68,870.88
Maintenance Tech I/Wastewater/Water I	\$17.12	\$23.65	\$35,609.60	\$49,192.00	\$20.03	\$27.67	\$41,663.23	\$57,554.64
Clerk of Council	\$17.12	\$23.65	\$35,609.60	\$49,192.00	\$20.03	\$27.67	\$41,663.23	\$57,554.64
Administrative Assistant	\$17.12	\$23.65	\$35,609.60	\$49,192.00	\$20.03	\$27.67	\$41,663.23	\$57,554.64
Utilities Billing Clerk	\$17.12	\$23.65	\$35,609.60	\$49,192.00	\$20.03	\$27.67	\$41,663.23	\$57,554.64
Finance Specialist	\$19.47	\$28.30	\$40,497.60	\$58,864.00	\$22.78	\$33.11	\$47,382.19	\$68,870.88
Clerk of Courts	\$19.47	\$28.30	\$40,497.60	\$58,864.00	\$22.78	\$33.11	\$47,382.19	\$68,870.88
Human Resources Coordinator	\$19.47	\$28.30	\$40,497.60	\$58,864.00	\$22.78	\$33.11	\$47,382.19	\$68,870.88
Events and Communications Coordinator	\$18.20	\$25.73	\$37,856.00	\$53,518.40	\$21.29	\$30.10	\$44,291.52	\$62,616.53
Community Center Coordinator	\$18.20	\$25.73	\$37,856.00	\$53,518.40	\$21.29	\$30.10	\$44,291.52	\$62,616.53
Planning and Zoning Administrator	\$25.19	\$35.72	\$52,395.20	\$74,297.60	\$29.47	\$41.79	\$61,302.38	\$86,928.19
Seasonal	\$12.00	\$15.84			\$13.00			

Mayors Report



November 18, 2019

Michael Ebert, Mayor

Veterans Breakfast & Ceremony;

The Veterans Breakfast on November 11th was a full house at the community center. More than 100 Veterans attended the breakfast and a total of nearly 125 attended the breakfast. Despite the cold weather a very nice crowd (estimated at over 150) attended the Ceremony at Stradley Plaza.

Deputy Vehicle Parking;

The Deputies will begin using the parking lot at 29 W. Waterloo within the next two to three weeks. Using this lot will keep spaces open in the public parking lots west of High Street and to the rear of Barrel & Boar for public parking and business employee parking. 33 West Waterloo will be used for the Community Watch vehicles and overflow deputy vehicles if needed.

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for August 2019

Page : 1
Report Date : 09/03/2019
Report Time : 10:32:18

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$1,463.00	\$10,972.00	\$16,434.95
Additional Costs	\$68.00	\$543.00	\$775.00
Fines			
Overpayment / Adjustment	\$0.00	\$10.00	\$0.00
City Revenue From Fines	\$3,794.00	\$32,791.60	\$45,640.03
Fees			
Fees	\$220.00	\$1,478.00	\$1,640.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$1,140.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$5,545.00	\$46,934.60	\$64,489.98
State Revenue From:			
Court Costs			
Court Costs	\$1,488.00	\$11,704.90	\$17,473.50
Fines			
Fines	\$0.00	\$30.00	\$190.00
Fees			
Fees	\$0.00	\$90.00	\$115.00
Total to State:	\$1,488.00	\$11,824.90	\$17,778.50
Other Revenue From:			
Court Costs			
Court Costs	\$39.00	\$338.10	\$592.50
Restitution			
Restitution	\$0.00	\$322.50	\$182.00
Miscellaneous/Other			
MISC CHARGES	\$0.00	\$-10.00	\$0.00
Total to Other:	\$39.00	\$650.60	\$774.50
TOTAL REVENUE *	\$7,072.00	\$59,410.10	\$83,042.98
*Includes credit card receipts of	\$1,543.00	\$13,700.00	\$19,239.94

END OF REPORT

Ticket Summary

Page : 1

Report Date : 09/04/2019

Report Time : 11:07:44

Canal Winchester Mayor's Court

All tickets issued from 08/01/2019 through 08/31/2019

<u>Ordinance</u>	<u>Description</u>	<u># Offenses</u>
313.030	TRAFFIC CONTROL SIGNALS/LIGHTS	1
331.120	U TURNS RESTRICTED	1
331.160	RIGHT OF WAY AT INTERSECTIONS	2
331.170	RIGHT OF WAY WHEN TURNING LEFT	1
331.190	OPERATION OF VEH AT STOP SIGNS	3
331.340	FTC/FULL TIME ATT./WEAVING	7
333.030	SPEED	13
333.030A	ACDA	3
335.010	OL REQUIRED,RESTRICTION VIOL	2
335.010A1	EXPIRED DRIVERS LICENSE	1
335.070	DUS/REVOICATION/RESTRICTIONS	6
335.073	DRIVING WITHOUT COMPLYING WITH LICENSE	2
335.100	EXPIRED TAGS OR UNLAWFUL PLATES	6
335.110	TRANSFER OF OWNER/REGISTRATION	2
351.040C	PARKING AGAINST TRAFFIC FLOW	1
509.030	DISORDERLY CONDUCT	2
513.040	POSSESS DRUG ABUSE INSTRUMENTS	2
513.120	DRUG PARAPHERNALIA	2
525.070	OBSTRUCTING OFFICIAL BUSINESS	1
525.090	RESISTING ARREST	2
541.030	CRIMINAL DAMAGE OR ENDANGERING	1
541.050	CRIMINAL TRESPASS	3
545.050	THEFT	18
545.190	POSSESSION OF CRIMINAL TOOLS	1
Total Offenses for Time Period		83
Total Tickets for Time Period		69

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for September 2019

Page : 1
Report Date : 10/01/2019
Report Time : 09:04:42

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$1,659.00	\$12,631.00	\$18,439.95
Additional Costs	\$0.00	\$543.00	\$975.00
Fines			
Overpayment / Adjustment	\$0.00	\$10.00	\$0.00
City Revenue From Fines	\$4,383.50	\$37,175.10	\$51,129.59
Fees			
Fees	\$215.00	\$1,693.00	\$1,890.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$1,140.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$6,257.50	\$53,192.10	\$72,434.54
State Revenue From:			
Court Costs			
Court Costs	\$1,821.00	\$13,525.90	\$19,342.00
Fines			
Fines	\$0.00	\$30.00	\$250.00
Fees			
Fees	\$120.00	\$210.00	\$115.00
Total to State:	\$1,941.00	\$13,765.90	\$19,707.00
Other Revenue From:			
Court Costs			
Court Costs	\$54.00	\$392.10	\$657.00
Restitution			
Restitution	\$0.00	\$322.50	\$182.00
Miscellaneous/Other			
MISC CHARGES	\$0.00	\$-10.00	\$0.00
Total to Other:	\$54.00	\$704.60	\$839.00
TOTAL REVENUE *	\$8,252.50	\$67,662.60	\$92,980.54
*Includes credit card receipts of	\$2,181.00	\$15,881.00	\$21,071.94

END OF REPORT

Ticket Summary

Canal Winchester Mayor's Court
All tickets issued from 09/01/2019 through 09/30/2019

Page : 1
Report Date : 10/01/2019
Report Time : 09:07:04

<u>Ordinance</u>	<u>Description</u>	<u># Offenses</u>
313.030	TRAFFIC CONTROL SIGNALS/LIGHTS	1
331.160	RIGHT OF WAY AT INTERSECTIONS	2
331.170	RIGHT OF WAY WHEN TURNING LEFT	2
331.190	OPERATION OF VEH AT STOP SIGNS	1
331.340	FTC/FULL TIME ATT./WEAVING	2
333.030	SPEED	9
333.030A	ACDA	9
333.080	FAIL TO CONTROL	2
335.010	OL REQUIRED,RESTRICTION VIOL	2
335.070	DUS/REVOCATION/RESTRICTIONS	5
335.073	DRIVING WITHOUT COMPLYING WITH LICENSE	1
335.100	EXPIRED TAGS OR UNLAWFUL PLATES	7
335.110	TRANSFER OF OWNER/REGISTRATION	1
337.020	LIGHTED LIGHTS	1
337.120	COWL,FENDER,AND BACK-UP LIGHTS	1
337.260	CHILD RESTRAINT	2
337.270	SAFETY BELT REQUIRED DRIVER	6
337.280	TINTED WINDOWS	2
501.100	COMPLICITY	1
509.030	DISORDERLY CONDUCT	2
513.030	DRUG ABUSE, CONTROLLED SUBSTANCE POSSESSION	2
513.120	DRUG PARAPHERNALIA	2
525.070	OBSTRUCTING OFFICIAL BUSINESS	1
525.080	OBSTRUCTING JUSTICE	1
529.070	OPEN CONTAINER PROHIBITED	1
537.070	ENDANGERING CHILDREN	1
541.050	CRIMINAL TRESPASS	3
545.050	THEFT	15
Total Offenses for Time Period		85
Total Tickets for Time Period		64

Monthly Mayor's Court Report

Canal Winchester Mayor's Court
Cash Flow for October 2019

Page : 1
Report Date : 11/01/2019
Report Time : 14:32:04

	Current Period	Year-To-Date	Last Year-to-Date
City Revenue From:			
Court Costs			
Court Costs	\$1,854.00	\$14,485.00	\$19,668.95
Additional Costs	\$106.00	\$649.00	\$1,033.00
Fines			
Overpayment / Adjustment	\$0.00	\$10.00	\$0.00
City Revenue From Fines	\$4,466.00	\$41,641.10	\$55,334.59
Fees			
Fees	\$273.00	\$1,966.00	\$2,110.00
Bond Forfeits			
Bond Forfeits	\$0.00	\$1,140.00	\$0.00
Miscellaneous/Other			
Bond Administration Fees	\$0.00	\$0.00	\$0.00
Total to City:	\$6,699.00	\$59,891.10	\$78,146.54
State Revenue From:			
Court Costs			
Court Costs	\$1,852.50	\$15,378.40	\$20,509.50
Fines			
Fines	\$0.00	\$30.00	\$250.00
Fees			
Fees	\$30.00	\$240.00	\$145.00
Total to State:	\$1,882.50	\$15,648.40	\$20,904.50
Other Revenue From:			
Court Costs			
Court Costs	\$64.50	\$456.60	\$697.50
Restitution			
Restitution	\$0.00	\$322.50	\$182.00
Miscellaneous/Other			
MISC CHARGES	\$0.00	\$-10.00	\$0.00
Total to Other:	\$64.50	\$769.10	\$879.50
TOTAL REVENUE *	\$8,646.00	\$76,308.60	\$99,930.54
*Includes credit card receipts of	\$2,632.78	\$18,513.78	\$23,663.94

END OF REPORT

Ticket Summary

Canal Winchester Mayor's Court
All tickets issued from 10/01/2019 through 10/31/2019

Page : 1
Report Date : 11/01/2019
Report Time : 14:34:19

<u>Ordinance</u>	<u>Description</u>	<u># Offenses</u>
313.010	TRAFFIC CONTROL DEVICES	1
331.090	FOLLOWING TOO CLOSELY	1
331.120	U TURNS RESTRICTED	1
331.130	STARTING AND BACKING VEHICLES	2
331.170	RIGHT OF WAY WHEN TURNING LEFT	1
331.190	OPERATION OF VEH AT STOP SIGNS	1
331.340	FTC/FULL TIME ATT./WEAVING	1
333.030	SPEED	19
333.030A	ACDA	3
335.010	OL REQUIRED,RESTRICTION VIOL	1
335.010A1	EXPIRED DRIVERS LICENSE	1
335.070	DUS/REVOCATION/RESTRICTIONS	5
335.072	DRIVING UNDER FRA SUSPENSION	1
335.073	DRIVING WITHOUT COMPLYING WITH LICENSE	1
335.074	DRVNG UNDER L/F OR CHILD SUPPORT SUSPENSION	1
335.090	DISPLAY OF LICENSE PLATES	2
335.100	EXPIRED TAGS OR UNLAWFUL PLATES	9
335.110	TRANSFER OF OWNER/REGISTRATION	1
335.120	HIT SKIP/LEAVE SCENE	1
337.020	LIGHTED LIGHTS	1
337.260	CHILD RESTRAINT	1
337.270	SAFETY BELT REQUIRED DRIVER	1
351.040A	Parking Near Curb	1
513.030	DRUG ABUSE, CONTROLLED SUBSTANCE POSSESSION	4
513.040	POSSESS DRUG ABUSE INSTRUMENTS	3
513.120	DRUG PARAPHERNALIA	3
525.020	FALSIFICATION	1
537.060	MENACING	1
537.070	ENDANGERING CHILDREN	1
541.030	CRIMINAL DAMAGE OR ENDANGERING	2
541.050	CRIMINAL TRESPASS	2
545.050	THEFT	18
Total Offenses for Time Period		92
Total Tickets for Time Period		70



COUNCIL UPDATE

November 15, 2019

Finance Department
Amanda Jackson, Finance Director

Project Status:

2017-2018 Audit – I am still waiting on communication from the Auditor of State's Office to complete the audit.

Bed Tax Grant – Applications are due on November 30th for this round of the grant. We have received several applications to date. A meeting will need to be scheduled to review the applications and put together recommendations for the second meeting in December.

Return to Work – I returned to work on November 12th and am continuing to catch up on everything from my time off. I appreciate your patience will I work through it all.



COUNCIL UPDATE

November 14, 2019

Department of Public Service
Matthew C. Peoples, Director

Project Status:

McGill Park: We received word the National Park Service (NPS) has approved the \$500,000 Land and Water Conservation Fund grant and are waiting for the Federal-State contract to be executed before we can proceed with design on the approximately \$2.5M project. Additionally, we are still awaiting word on the \$450,000 Clean Ohio Trail Fund grant.

Solid Waste Contract: We will be presenting information at the November 4th Work Session on SWACO's Consortium II. Additionally, Mayor Ebert & I met with Waste Management to discuss future arrangements.

High St. RR X-ing: We are meeting with the contractor the week of November 18th to set a construction date.

Gender Rd. Signal Synchronization Project: We have a project kickoff meeting scheduled for 11-15 and will find out more about the project timeline then.

Gender Road Paving: ODOT District 6 is wrapping up their portion of the project and sending to ODOT Central Office for completion. The most recent estimate for the City's portion of the surface course (20%) is \$193,734 with an additional \$208,121 estimated for the pavement repairs, which are entirely our responsibility.

Westchester Park Improvements: Site contractor has begun the site work and the amenities contractor is working through the submittal process on the shelter house.

Additionally, the fitness stations are complete at the Middle School and crews are finalizing the ones at the Elementary Schools.

Transportation Thoroughfare Plan: MORPC's is proceeding with their data collection and EMH&T's portion is intended to be included in the 2020 appropriations.

Storm Sewer Replacement: Contractor has completed site clearing on the project and the pipe replacement is scheduled for the first of December

WRF Generator Project: The generator replacement project we submitted through the Ohio EPA low interest loan program was approved to proceed into the technical phase. The project is preliminary estimated at \$350,000 and the loan is for as many as 20 years with an interest rate as low as 0.72% and will provide a possible \$50,000 in principal forgiveness. We have begun the engineering process and are working on the technical aspects.

Northpointe Utilities Extension: We are currently working with Bird & Bull on the design of the Northpointe Utilities extensions. The project is being paid for out of water and sanitary funds and be paid back by the Gender Rd. TIF funds.

Trail Lighting: Bill Sims and I met with South Central Power to get quotes on installing pole lighting along the Groveport bike path from Hanners Park west to the end of the trail.

Gender Rd. Phase V: OPWC application has been submitted and we expect to hear results around the first of December.

Lithopolis Wastewater Agreement: We will continue the work we started with Mayor Taylor with Lithopolis' new administration once they are on board.