Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Meeting Agenda

December 2, 2019

7:00 PM

City Council

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

A. Call To Order

B. Pledge of Allegiance - Lynch

C. Roll Call

D. Approval of Minutes

MIN 19-052	11-18-19 Work Session Minutes (Minutes)
MIN 19-053	11-18-19 Council Minutes (Minutes)

E. Communications & Petitions

F. Public Comments - Five Minute Limit Per Person

G. RESOLUTIONS

RES 19-027 *Development*	A Resolution Approving the Mayor's Appointment of Bill Christensen to Serve a Four Year Term as a Member of the Planning and Zoning Commission Expiring on December 31, 2023 (Resolution) - *Adoption*
RES 19-028 *Development*	A Resolution Approving the Mayor's Appointment of Brad Richey to Serve a Four Year Term as a Member of the Planning and Zoning Commission Expiring on December 31, 2023 (Resolution) - *Adoption*
RES 19-029 *Development*	A Resolution Approving the Mayor's Appointment of Roger White to Serve a Four Year Term as a Member of the Landmarks Commission Expiring on December 31, 2023 (Resolution) - *Adoption*

H. ORDINANCES

Tabled

Third Reading

ORD 19-060 *Development* *Sponsor: Amos*	An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Canal Winchester Hotels, LLC (Ordinance) - *Adoption*
ORD 19-061 *Development* *Sponsor: Coolman*	An Ordinance to Authorize the Mayor to Accept an Easement for Water Line from Winchester Office Park, LLC (Ordinance) - *Adoption*

ORD 19-062
Public Service
Sponsor: Bennett

An Ordinance to Authorize the Mayor to Enter Into the Facility Use Agreement with the Canal Winchester Joint Recreation District (**Ordinance, Exhibit A**)

- Adoption

Second Reading

ORD 19-063
Development
Sponsor: Lynch

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**)

- Second Reading Only

ORD 19-064
Development
Sponsor: Clark

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, Exhibit E**)

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

ORD 19-065
Finance
Sponsor: Lynch

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**)

- Second Reading Only

ORD 19-066
Finance
Sponsor: Bennett

An Ordinance to Authorize the Mayor to Enter Into a Health Services Contract with Franklin County Public Health (**Ordinance, Exhibit A**)

- Second Reading Only

ORD 19-067
Finance
Sponsor: Bennett

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**)

- Second Reading Only

ORD-19-068
Finance
Sponsor: Coolman

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

- Second Reading Only

ORD 19-069
Finance
Sponsor: Amos

An Ordinance for the 2020 Appropriations (**Ordinance, Exhibit A**)

- Second Reading Only

ORD 19-070
Finance
Sponsor: Bennett

An Ordinance to Establish City Employee Salary Ranges (**Ordinance, Exhibit A**)

- Second Reading Only

First Reading

ORD 19-071 *Development*	An Ordinance to Authorize the Mayor to Enter Into a Real Estate Purchase Agreement for the Purchase of 45 East Waterloo Street, Canal Winchester, Ohio Owned by Bob McDorman Real Estate, LLC (Ordinance, Exhibit A) *- First Reading Only*

I. Reports

Mayor's Report

Fairfield County Sheriff

Law Director

Finance Director

19-107	Finance Director's Report (Report)

Public Service Director

19-108	Public Service Director's Report (Report)

Development Director

19-109	Development Director's Report (Report)

J. Council Reports

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

Committee of the Whole (If Needed) - *Monday, December 30, 2019 at 6 p.m.*

Work Session/Council - Monday, January 6, 2020 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 18, 2019

6:00 PM

Council Work Session

Mike Walker – Chair
Jill Amos
Will Bennett
Bob Clark
Mike Coolman
Bruce Jarvis
Patrick Lynch

DRAFT

A. Call To Order Called to Order at 6:00 pm

B. Roll Call

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

Motion to excuse Bennett and Walker made by Lynch; seconded by Coolman
Motion carried by the following vote:

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

Jarvis stated for the record that Bennett arrived to the meeting at 6:04 pm.

C. Also In Attendance

Mayor Ebert, Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Rick Brown, Joe Taylor, Sergeant Hendershot, Shane Spencer

D. Reports

Bill Sims -

Sims, the Construction Services Administrator, reported they are working in Westchester Park for the expansion of playground; pre-construction meeting set for High Street railroad improvement; working on design for 2020 street program; will add two pedestrian crossings on West Waterloo Street; working on sidewalk program along with street program; working on various pavement repairs, curbside upgrades; some other project items involve budget issues that Mr. Peoples will discuss; private development items include working on West Winchester Blvd.; pre-construction meetings for a business at Canal Point and Fairfield Inn; sewer at Winchester Ridge apartments at Busey Road; working on Bigerton Bend; Westchester Section 13-2 working on road and grading weather permitting. Bennett asked about adding crosswalks to West Waterloo and how the necessity is determined; Sims stated that each intersection has implied pedestrian crossing, but motorists tend to pay more attention to a striped crosswalk and ramps; more logical that crosswalks are necessary at these busy intersections. Lynch asked about the paving and pedestrian crossing at railroad crossing on High Street; Sims replied that pedestrians will not have to walk in the street anymore once the improvements are completed.

Dick Miller -

Miller, the Urban Forester, reported he had three stormwater events; re-working rain garden west of the community center; working with Fairfield Soil and Water District regarding an unnamed creek flowing into Georges Creek at Winchester Pike and naming this identified creek; we live in a watershed and accept the importance of plant material to control run-off, shade, etc.

Steve Smith -

Smith, the Water Superintendent, reported they finished the diffuser project and replacements; finished

assessment of large press; doing infrastructure inspections in certain neighborhoods.

Shawn Starcher -

Starcher, the Street Superintendent, reported his crews are busy with leaf pick-up around town; working with Canal Winchester Schools to install outdoor fitness equipment; crews have started decorating for the holidays around town; two street lights were hit and damaged, one on Waterloo and one at the round-about, they are working to repair or replace these light fixtures. Jarvis asked about people who hit the lights; Starcher said they caught the drivers and followed through with police. Amos commented that the damaged light on Waterloo knocked out several other lights on Waterloo; Starcher stated that when one goes out, it will knock out that zone of lights; they contacted crew to make damaged light secure and then they can turn the zone of lights back on. Starcher commented they have a stock on light fixtures, but will need to order more soon as budget allows.

Rick Brown -

Brown, the IT Coordinator, reported he updated all servers, validation testing done; security cameras added at community center and interurban building; updated production server; new restrictions for enterprise users; working on disaster recovery plan.

Joe Taylor -

Taylor, the Water Superintendent, reported they took down well four for inspection and cleaning; it is now tested and back in service; tested certain switches to run multiple pumps; did second round of valve bowl replacement; hardness was 116 milligrams per liter; AMI metering system installations still going on.

Sergeant Hendershot -

Sgt. Hendershot, Fairfield County Sheriff's office, reported the October 2019 statistics. Jarvis asked about total downtime number and if it is hours or minutes; asked about downtime versus staffing hours, looking for a percentage on this; rule of thumb is 60%; Hendershot said most shifts will be over 60%. Bennett also commented that if Hendershot has any different ways to present statistics, we are open to the information.

Shane Spencer -

Spencer, the City Engineer, reported they were waiting for ODOT to respond about Gender Road signal timing, and it finally got going last week, and it is now moving forward to complete; the High Street railroad crossing improvement project will move forward with construction; expect kick-off with MORPC for thoroughfare plan update effort, modeling process, evaluations, develop recommendations, etc. will take place next year; waiting on OPWC award announcements on December 6 for Gender Road Phase Five project; completed the task to support Gender Road Phase Six and will distribute information soon; starting design for 2020 street program and field survey work.

E. Request for Council Action

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**)

- Request to move to full Council

Haire stated this will approve final subdivision plat for Villages of Westchester Section 13, Phase 2, at Gender and Lithopolis by the golf course. Lynch asked about Wilson Road touching Lithopolis Road at Oregon and Hayes Roads, is there a plan to connect these roads; Haire stated it has been reviewed and options discussed to straighten this intersection.

Motion to move ORD-19-063 to full council made by Lynch; seconded by Coolman
Motion carried by the following vote:

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

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**)

- Request to move to full Council

Andrew Moore, the Planning and Zoning Administrator, (see Power Point presentation attached) stated this ordinance addresses the Brexton Construction plan for out lot number four at the Meijer development on Diley Road; final plan for multi-tenant office building; city council wanted to look at final development plans; following the Meijer Outparcel Development Pattern Book; noted planning and zoning staff recommendations to the final plan. Amos asked about the color of brick to be used; Moore replied it will conform with standards in the Meijer Outparcel Development Pattern Book and be similar color family as what is used on the Meijer building. Haire stated the applicant is here to answer any questions. Amos asked about the sewer line and if there will be any interruption at Meijer parking lot; Moore stated yes to tap the sewer line. Amos asked about the bike path; Moore said there is an existing bike path (showed on map). Lynch asked about the sewer plan and the collection; Moore showed on diagram where the sewer will tie in and the catch basin. Jarvis discussed the issue of time for this ordinance, three readings versus two readings; Moore stated the applicant needs to close on December 10 and will request only two readings. Clark asked if there is a job creation projection for this yet; Haire replied not at this time, but the applicant may be able to better respond. The applicant representative, Melanie Wollenberg, Executive Vice-President of Development with Brexton Construction, came forward to speak; the applicant is Pediatric Associates. Wollenberg addressed the question regarding the brick stating the color has not been chosen, but it will comply with the Meijer and city restrictions for color. Amos asked about the landscaping and if the changes requested will be doable; Wollenberg stated yes, they will comply with the planning and zoning staff recommendations for changes to the plan. Amos commented about the client closing on December 10, and the need to combine the council second and third readings with adoption of this ordinance; Wollenberg responded that yes, they have certain deadlines they need to meet with closing and construction items and that Pediatric Associates needs to open in August to accommodate new pediatricians and the new school year starting. Lynch asked a question regarding the siding; Wollenberg responded she can get answers to questions from her construction guy that she cannot answer tonight; she formally requested to combine the council readings for this ordinance. Jarvis asked if it is necessary to declare an emergency on this to shave off time; Hollins stated this is final development plan review and it would not come under referendum, it is an administrative act not legislative; might as well do as emergency at next meeting and state a reason why; he can help draft this language. Jarvis asked for a motion to forward this ordinance with the added request to suspend third reading and add emergency clause to full council.

Motion to move ORD-19-064 to full council made by Clark; seconded by Coolman
Motion carried by the following vote:

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

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**)

- Request to move to full Council

Jackson stated this will renew an agreement from 2015 offering annual financial assistance to the Canal Winchester Historical Society (CWHS); directed council questions to Mr. Steve Donahue, CWHS President. Lynch asked if we offer any other financial assistance to the CWHS; Jackson replied they apply for the bed tax grant funds. Lynch asked if we provide maintenance at their facility; Peoples replied yes, light maintenance help at that facility. Jackson stated they previously applied for bed tax funds to help with expenses, but now doing it as a line item appropriation. Donahue came forward to speak; he thanked council, mayor and city staff for their continued support and assistance with events; working on getting new members to join and involved; CWHS needs to help from the city; talked about fixing particular buildings, stated the mill needs attention. Coolman and Lynch complemented Donohue on all the CWHS is doing and it is an asset to this town. Lynch stated the $10,000 we give you is minimal, and asked if there is anything else that can be done to help them achieve what needs to be done; Donahue said as things come up, he will ask for help from council.

Motion to move ORD-19-065 to full council made by Lynch; seconded by Bennett
Motion carried by the following vote:

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

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**)

- Request to move to full Council

Jackson stated this will fulfills requirement to have a public health department and we contract with Franklin County to do this; generally, expect the cost to increase each year as it is based on population. Bennet asked if there are any other options besides Franklin County; Jackson said we looked at Fairfield County but they did not have resources we needed; the Mayor stated we also looked at Columbus Public Health; but Franklin County has responded well.

Motion to move ORD-19-066 to full council made by Bennett; seconded by Lynch
Motion carried by the following vote:

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

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)

- Request to move to full Council

Jackson stated our contract with Mr. Hollins and his firm expires soon, and we are happy with his services, he has kept his monthly retained the same for a while, and we want to renew his contract. Bennett commented that Mr. Hollins and all the representatives from Frost, Brown, Todd have done excellent work for the city.

Motion to move ORD-19-067 to full council made by Bennett; seconded by Lynch
Motion carried by the following vote:

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

ORD 19-068
Finance

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

- Request to move to full Council

Jackson stated she hoped everyone reviewed the memo in the agenda packet regarding this amendment; this amendment is asking for funds from the general fund to cover Audra's position through the rest of the year, as it was not budgeted for at the beginning of the year. Also, asking for funds for chemicals for the water fund, the sewer fund for sludge removal, and a utility cost increase.

Motion to move ORD-19-068 to full council made by Coolman; seconded by Amos
Motion carried by the following vote:

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

ORD-19-069
Finance

An Ordinance for the 2020 Appropriations (Ordinance)

- Request to move to full Council

Jackson stated the ordinance is for the 2020 city appropriations (see power point presentation attached). Jackson outlined the changes and differences between these appropriations and the tax budget funding from July; she explained the revenue and expenditure adjustments to the general fund and other city funds. Jackson stated this ordinance will have three readings.

Motion to move ORD-19-069 to full council made by Amos; seconded by Bennett
Motion carried by the following vote:

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

ORD-19-070
Finance

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

- Request to move to full Council

Jackson deferred to Peoples to address this ordinance as he did the majority of the work on it while she was on leave. Peoples stated we have a proposed salary schedule for 2020; have not done a salary schedule update since 2016; we had a long term employee leave this year for a higher paying job; person selected to replace ended up not taking the job due to the pay offered; looked at local job market for other municipalities as well as local logistic companies in the area that are offering high starting pay; there is more competition in the local job market; used MORPC salary survey; difficult to compare us to anybody due to population ranges, physical plants and services offered; ended up with three basic tiers for our employees. Jackson stated the way we budgeted for merit increases that it was accounted for in the budget and health care came in a little less and she was able to move funds; Mayor stated the MORPC survey was 2018 wages and now we are looking at 2020; Jackson stated the objective is to make us more competitive with salaries. Lynch stated he does not see anything out of line and it seems quite reasonable. Peoples stated we probably need to do this more often than every four years, and we do not have much employee turnover, but way the market changes the four years is a long time; the 17% seems like a lot, but that is over four years. Jackson commented about our long-term employees who may be near retirement and we will need to recruit and be competitive. Coolman asked about hiring employees who are cross-trained and can do multiple duties; Peoples stated that he already does cross-training and most employees do multiple functions; the Mayor stated we have cross-trained all the way through.

Motion to move ORD-19-070 to full council made by Bennett; seconded by Lynch
Motion carried by the following vote:

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

F. Items for Discussion

G. Old/New Business

H. Adjournment

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

Yes 6 – Bennett, Lynch, Amos, Clark, Coolman, Jarvis
Adjourned at 7:41 pm

CITY COUNCIL

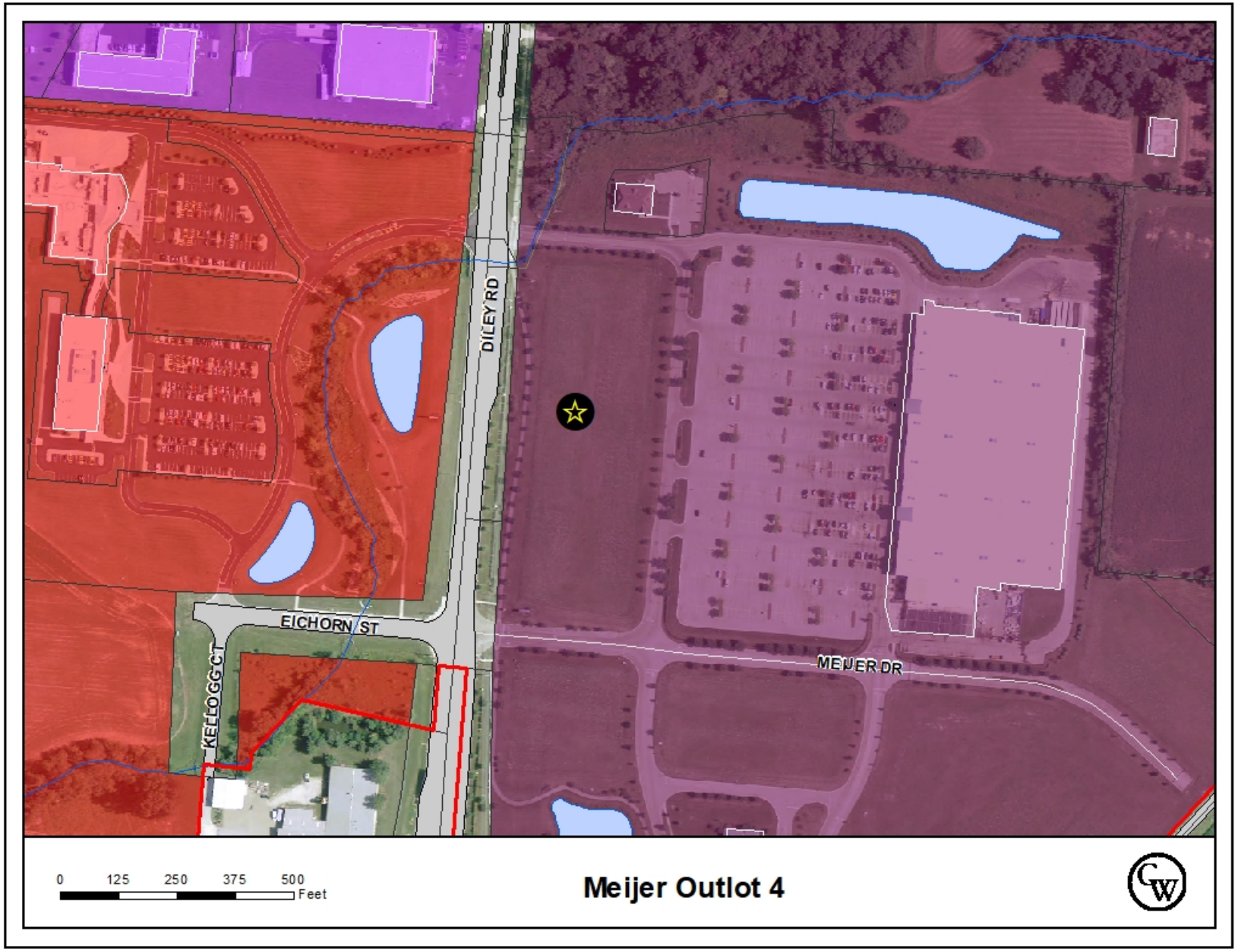
November 18, 2019

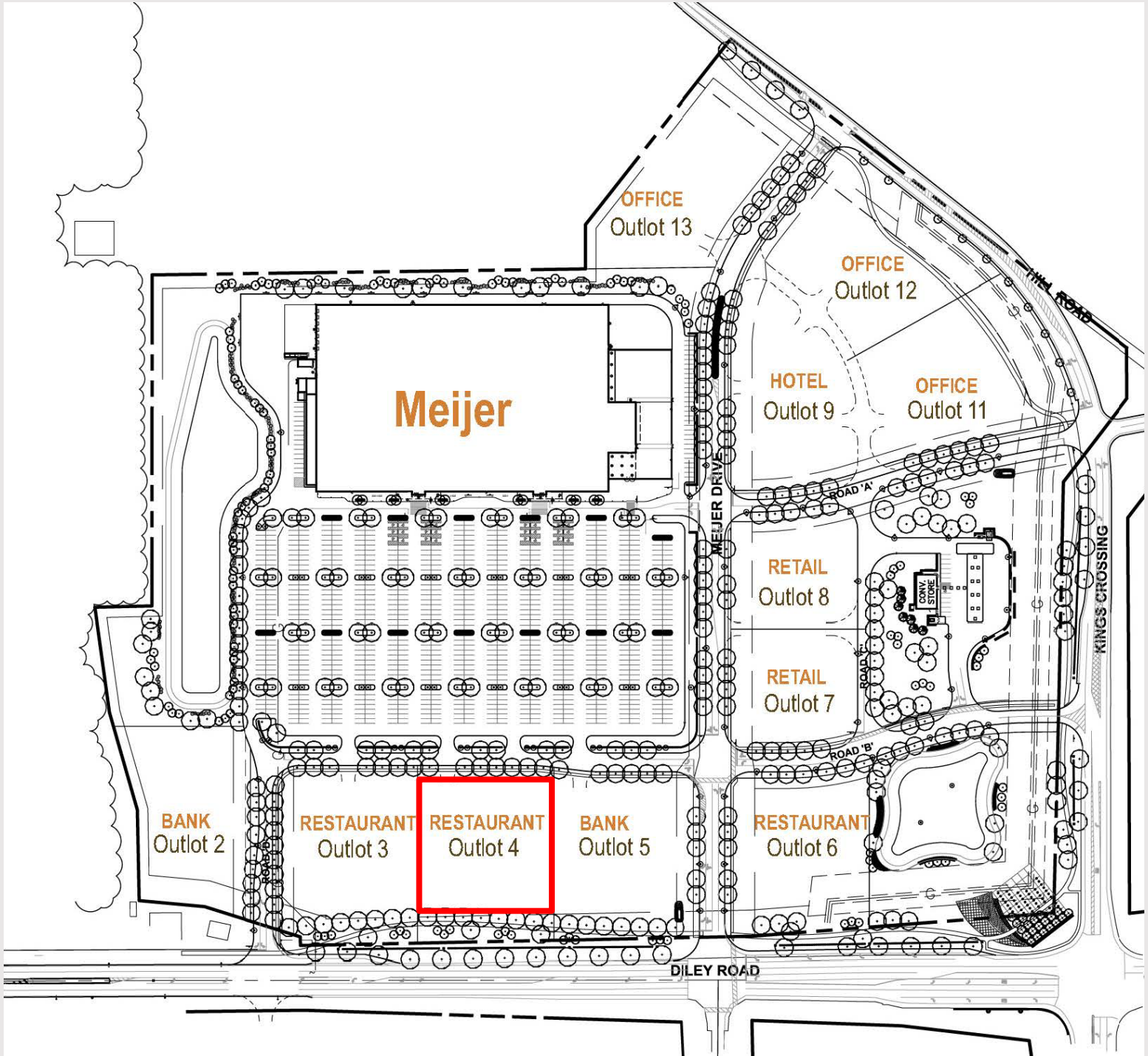
Application #FDP-19-002

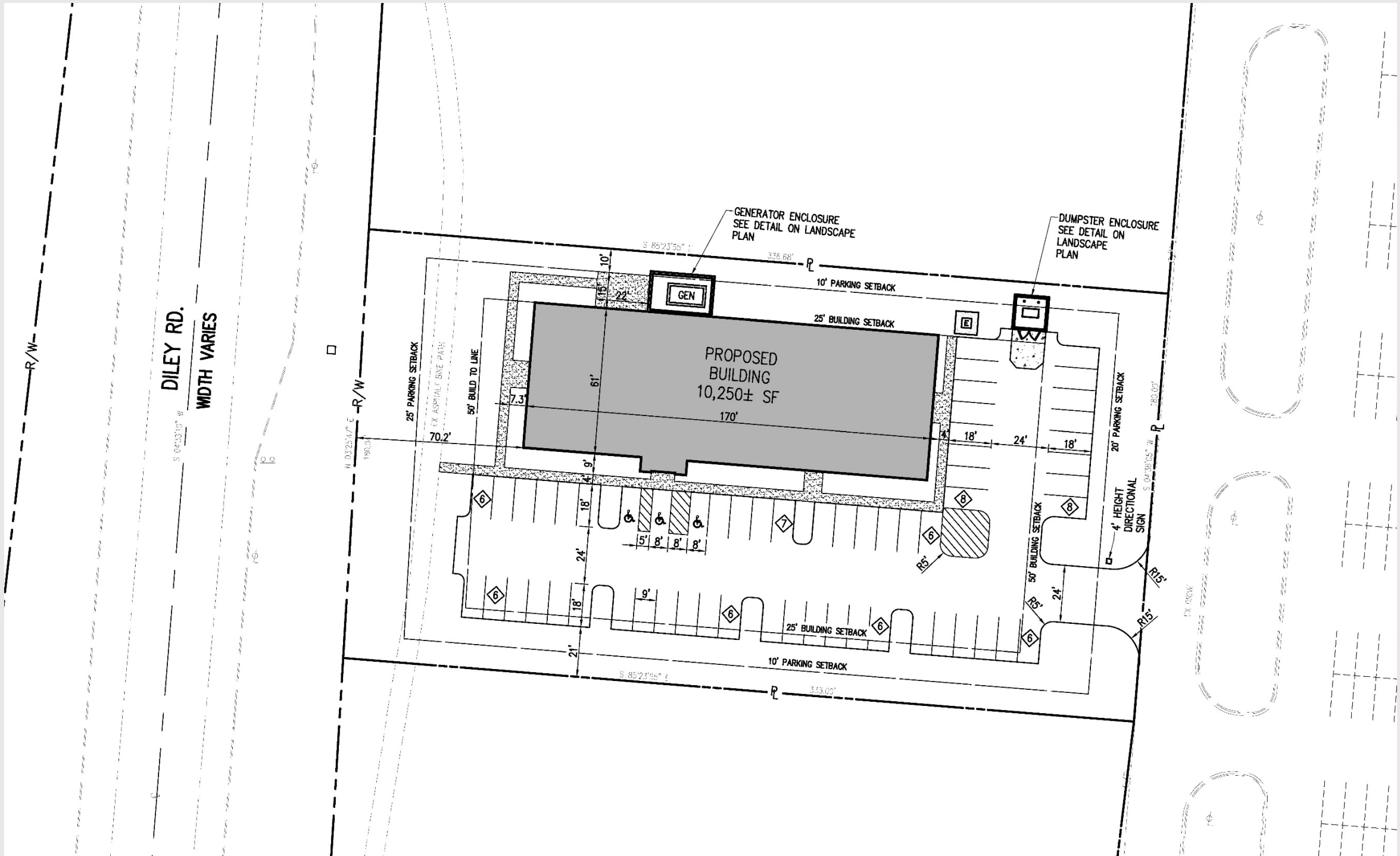
Owner: Meijer Stores Limited Partnership
Applicant: Brexton Construction

Location: PID 042-0389000

Request: Final Development Plan for a 10,250 sq. ft. multi-tenant office building

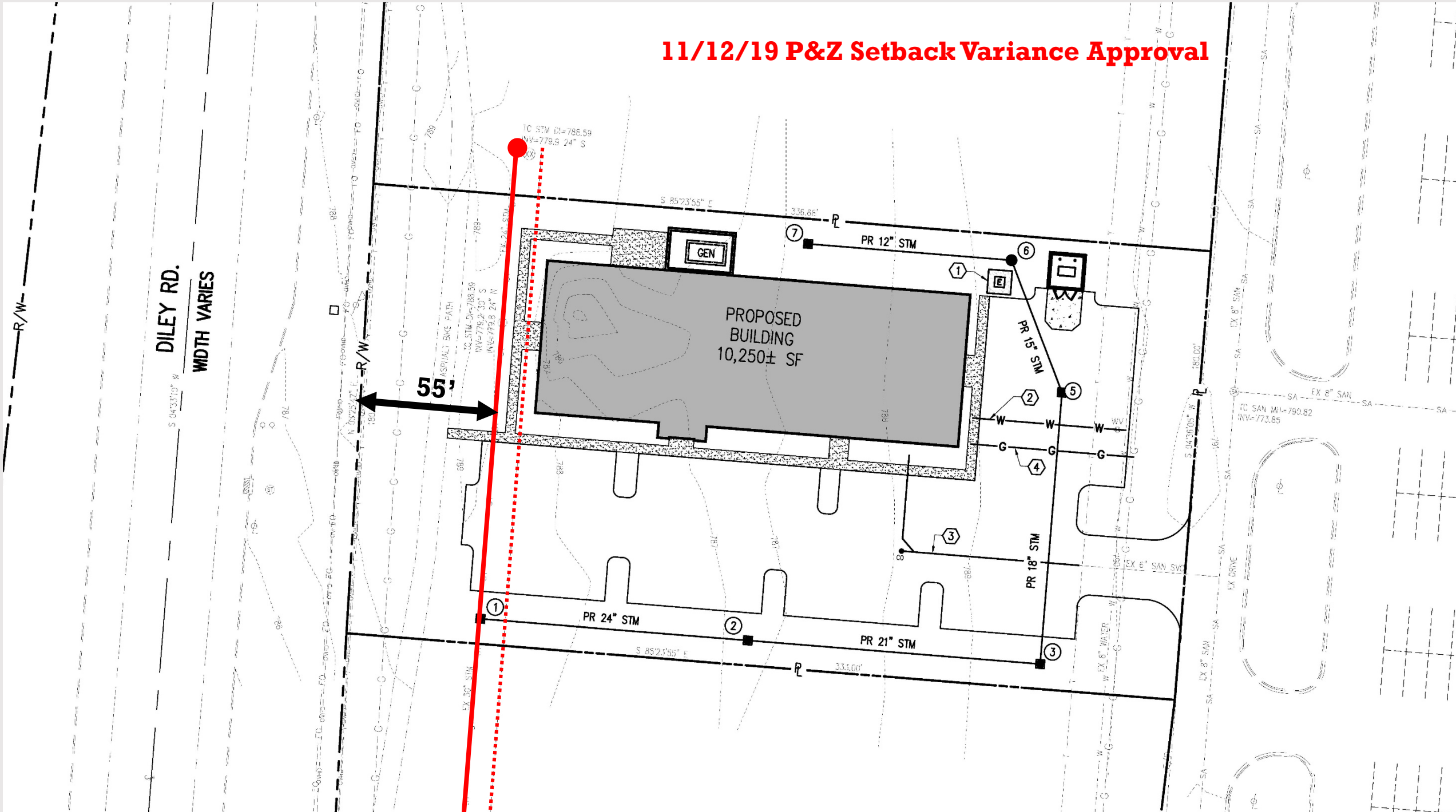



OFFICE
Outlot 13
OFFICE
Outlot 12
THIEL ROAD
Meijer
HOTEL
Outlot 9
OFFICE
Outlot 11
MEIJER DRIVE
ROAD 'A'
RETAIL
Outlot 8
CONV. STORE
KINGS CROSSING
RETAIL
Outlot 7
ROAD 'B'
BANK
Outlot 2
RESTAURANT
Outlot 3
RESTAURANT
Outlot 4
BANK
Outlot 5
RESTAURANT
Outlot 6
DILEY ROAD

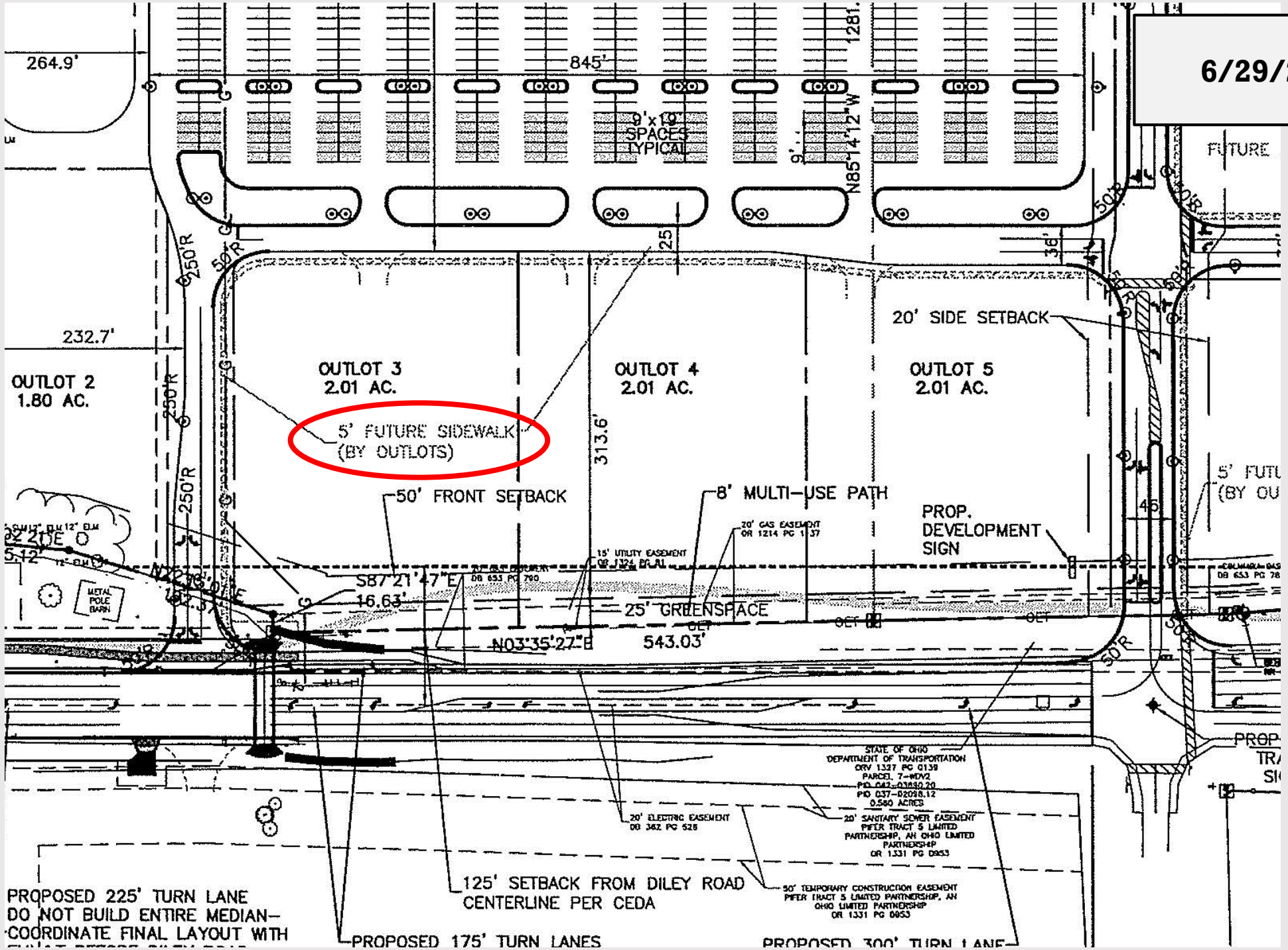


DILEY RD.
WIDTH VARIES
R/W
GENERATOR ENCLOSURE SEE DETAIL ON LANDSCAPE PLAN
DUMPSTER ENCLOSURE SEE DETAIL ON LANDSCAPE PLAN
GEN
E
10' PARKING SETBACK
25' BUILDING SETBACK
PROPOSED BUILDING 10,250± SF
170'
61'
70.2'
7.3'
22'
10'
15'
9'
18'
24'
21'
5'
8'
R5'
R15'
25' PARKING SETBACK
50' BUILD TO LINE
20' PARKING SETBACK
50' BUILDING SETBACK
4' HEIGHT DIRECTIONAL SIGN
EX ASPHALT BIKE PATH

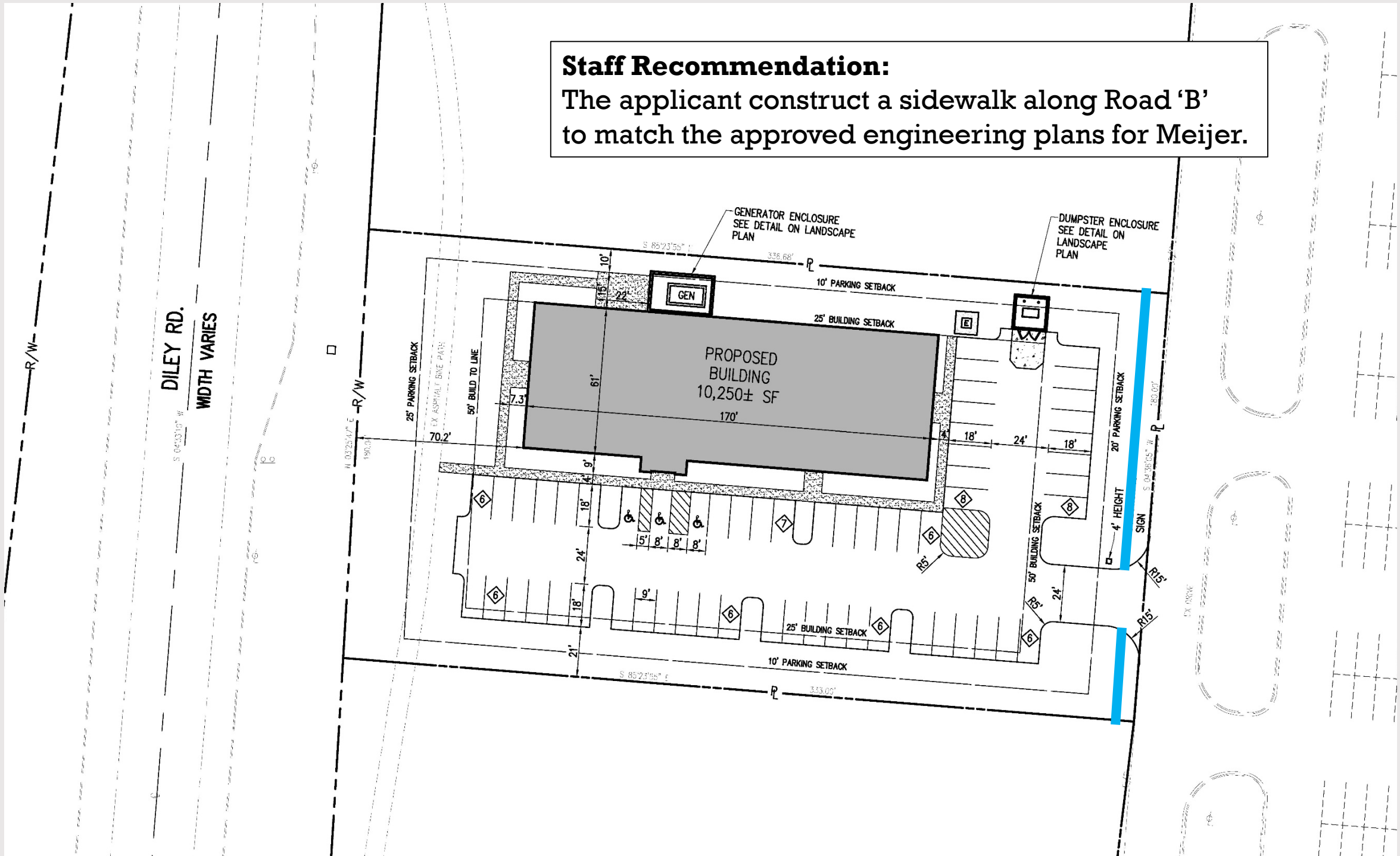
11/12/19 P&Z Setback Variance Approval

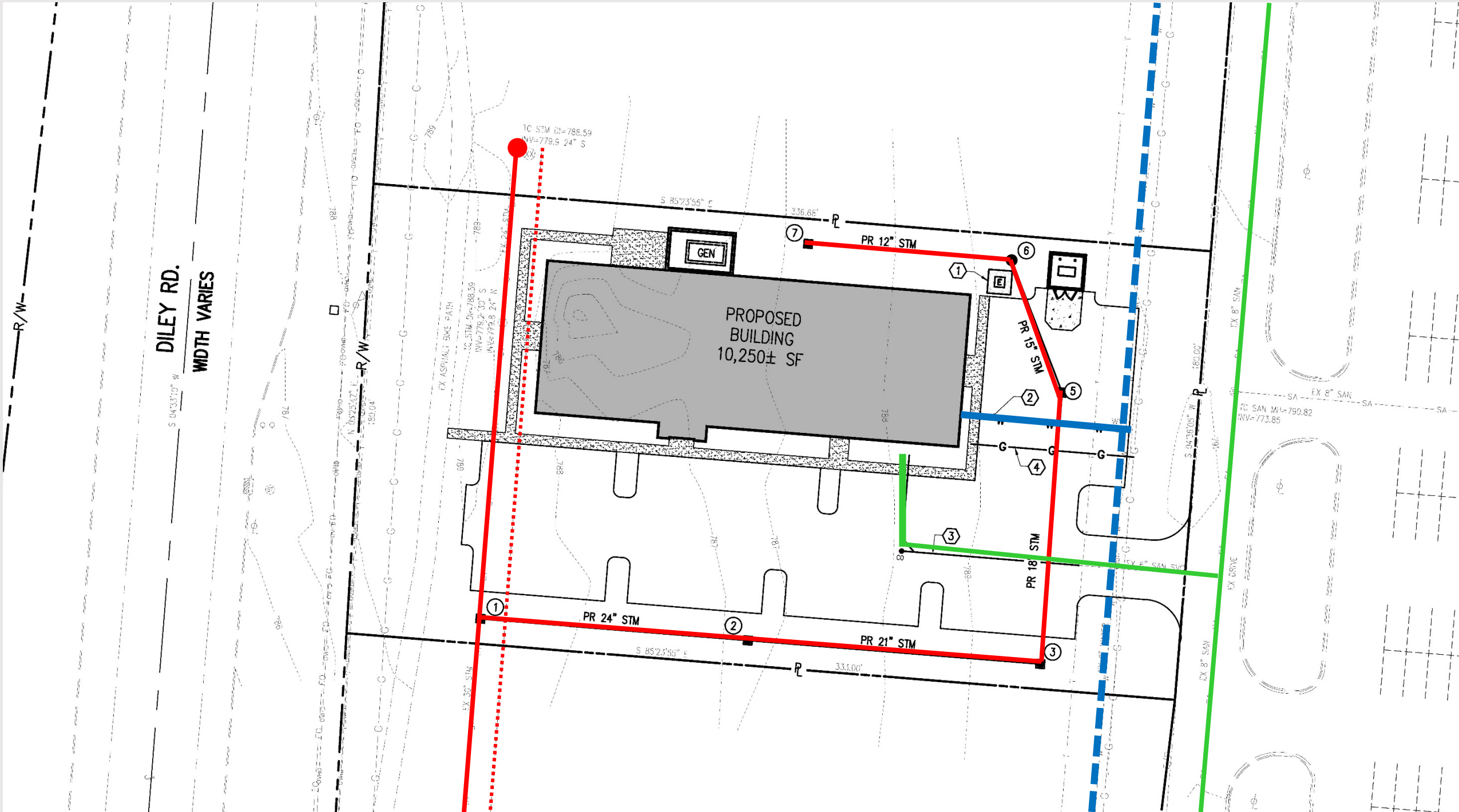


6/29/2006


264.9'
845'
9'x19' SPACES TYPICAL
N85°41'12"W
FUTURE
20' SIDE SETBACK
232.7'
OUTLOT 2
1.80 AC.
OUTLOT 3
2.01 AC.
OUTLOT 4
2.01 AC.
OUTLOT 5
2.01 AC.
5' FUTURE SIDEWALK
(BY OUTLOTS)
313.6'
50' FRONT SETBACK
8' MULTI-USE PATH
PROP.
DEVELOPMENT
SIGN
20' GAS EASEMENT
OR 1214 PG 1137
15' UTILITY EASEMENT
S87°21'47"E
16.63'
25' GREENSPACE
N03°35'27"E
543.03'
METAL POLE BARN
20' ELECTRIC EASEMENT
DB 362 PG 528
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
ORV 1327 PG 0139
PARCEL 7-WDV2
PID 042-03440.20
PID 037-02098.12
0.580 ACRES
20' SANITARY SEWER EASEMENT
PIPER TRACT 5 LIMITED
PARTNERSHIP, AN OHIO LIMITED
PARTNERSHIP
OR 1331 PG 0953
50' TEMPORARY CONSTRUCTION EASEMENT
PIPER TRACT 5 LIMITED PARTNERSHIP, AN
OHIO LIMITED PARTNERSHIP
OR 1331 PG 0953
125' SETBACK FROM DILEY ROAD
CENTERLINE PER CEDA
PROPOSED 225' TURN LANE
DO NOT BUILD ENTIRE MEDIAN-
COORDINATE FINAL LAYOUT WITH
PROPOSED 175' TURN LANES
PROPOSED 300' TURN LANE

Staff Recommendation:
The applicant construct a sidewalk along Road 'B' to match the approved engineering plans for Meijer.



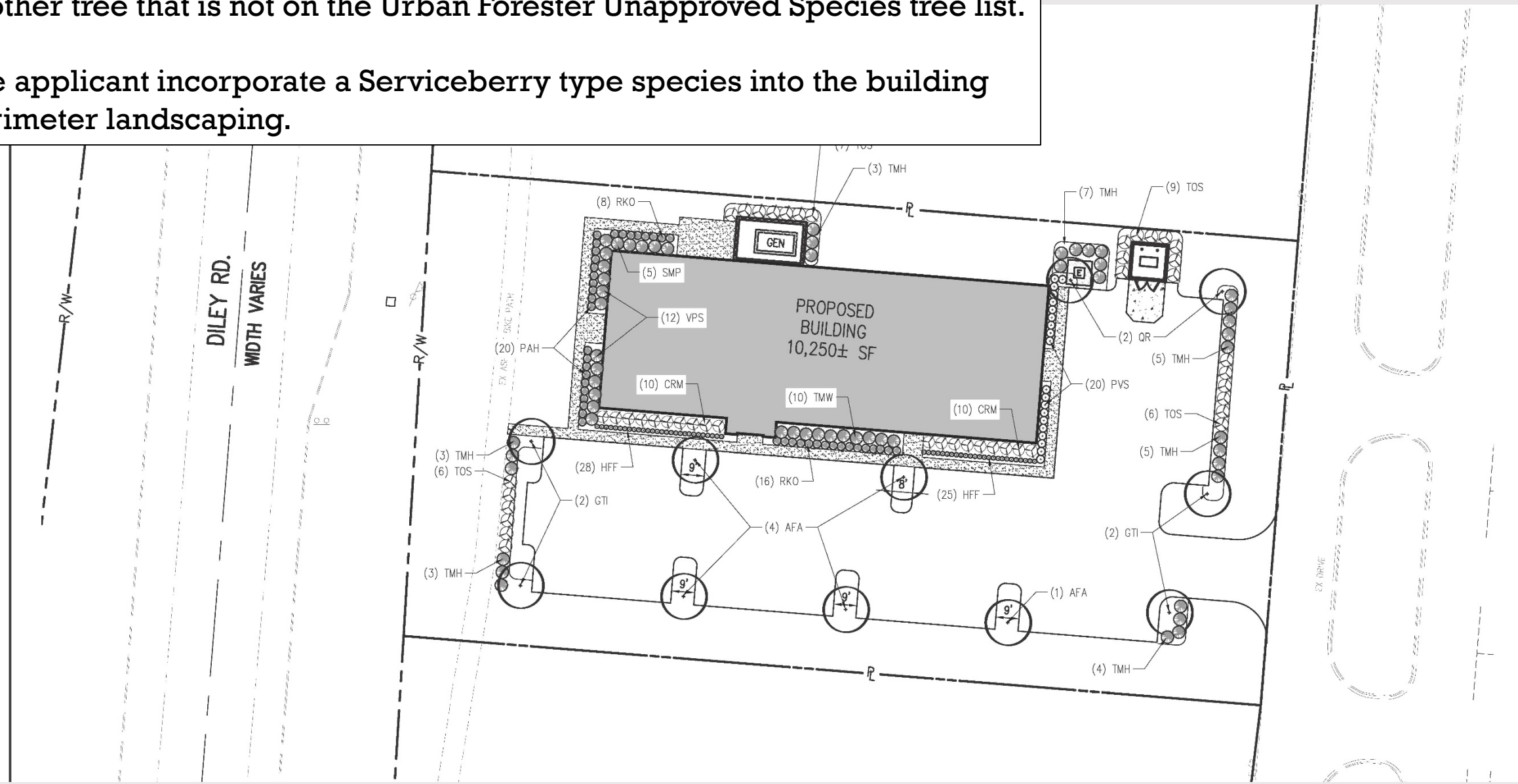


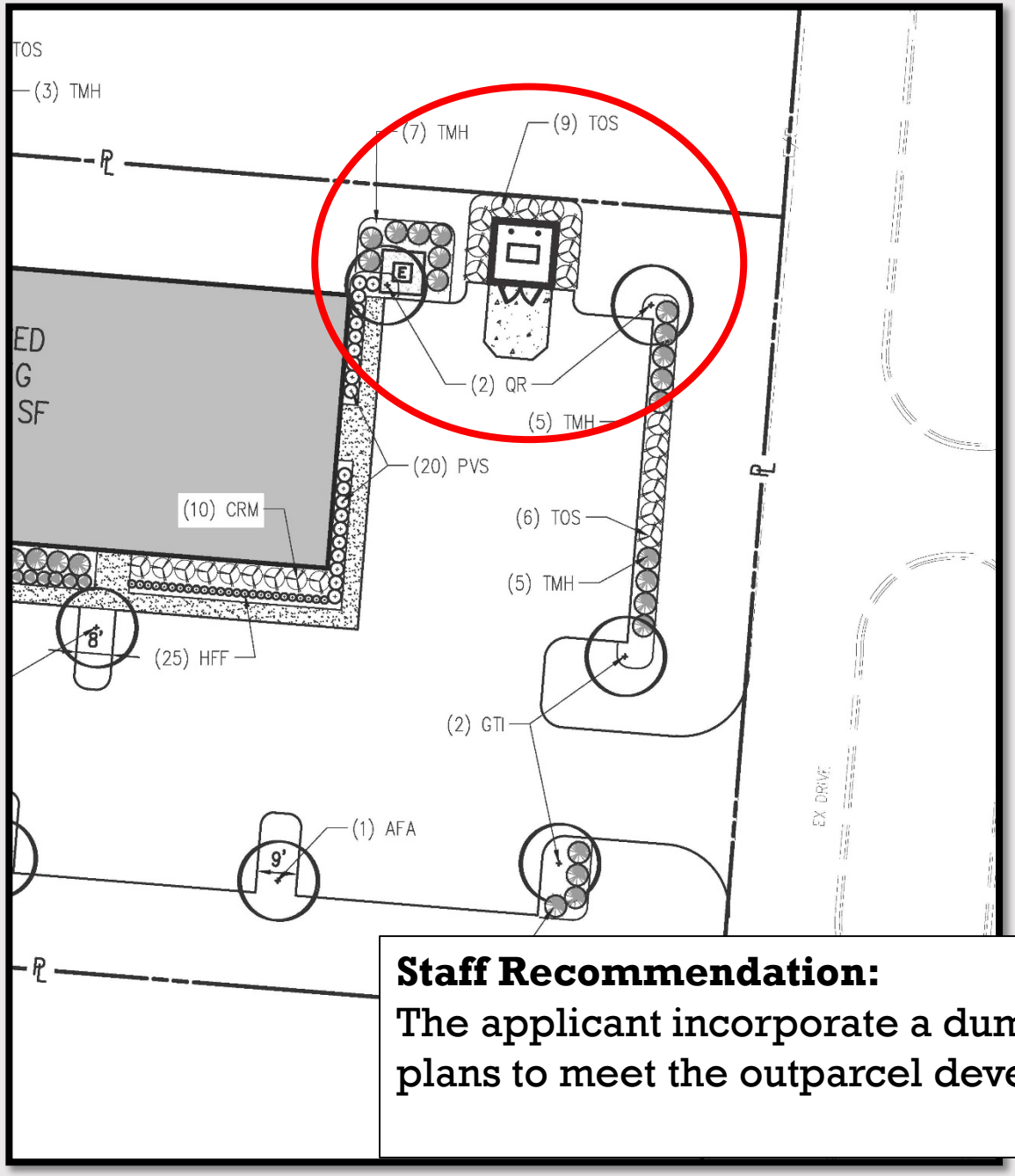
DILEY RD.
WIDTH VARIES
R/W
PROPOSED
BUILDING
10,250± SF
GEN
PR 12" STM
PR 15" STM
PR 18" STM
PR 24" STM
PR 21" STM
TC STM DI=788.59
INV=779.9 24" S
S 85°23'55" E
336.68'
333.00'
EX 8" SAN
TC SAN MH=790.82
INV=773.85
EX DRIVE
EX ASPHALT BIKE PATH

Urban Forester Recommendations

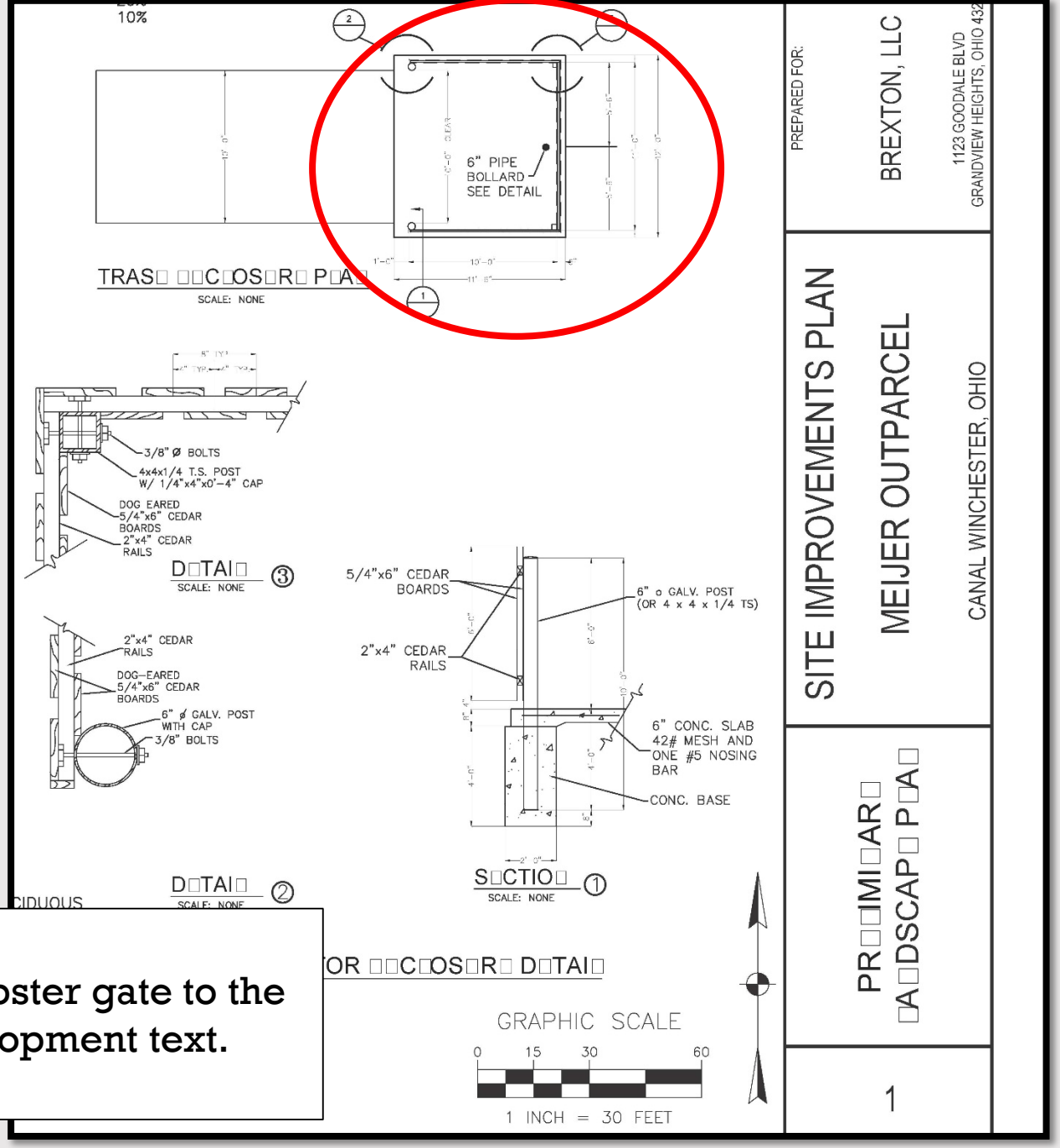
1. The applicant replace the tree species "Freeman Armstrong Maple" to another tree that is not on the Urban Forester Unapproved Species tree list.

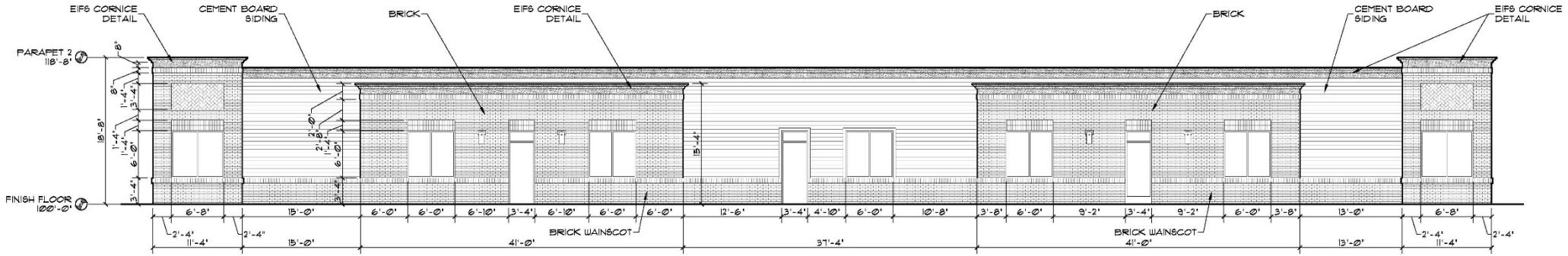
2. The applicant incorporate a Serviceberry type species into the building perimeter landscaping.





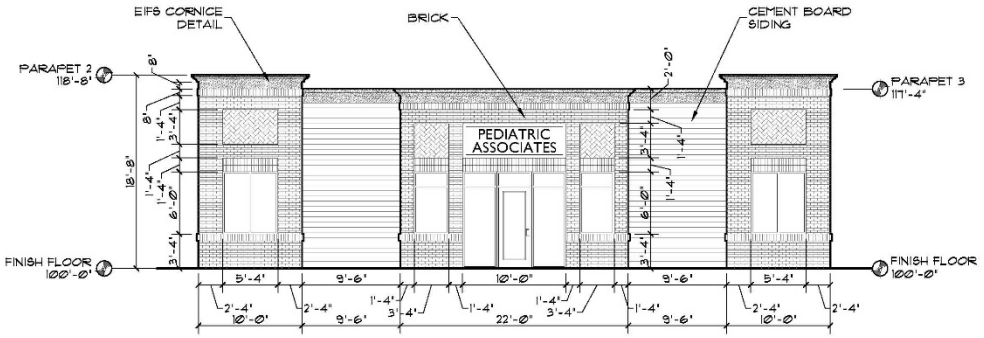
Staff Recommendation:
The applicant incorporate a dumpster gate to the plans to meet the outparcel development text.





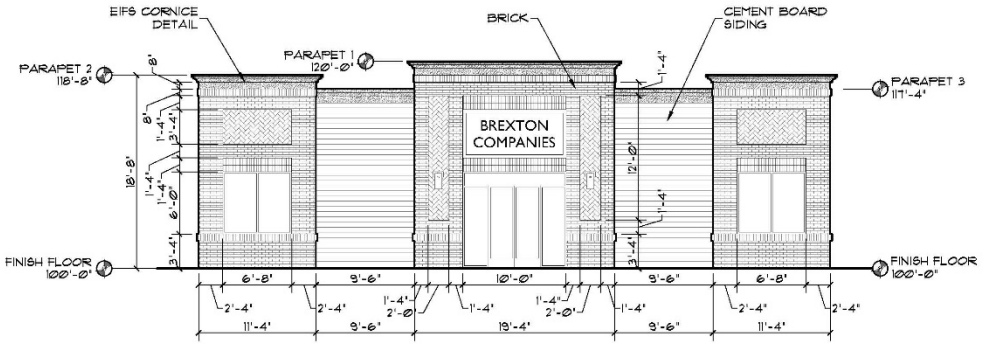
D EXTERIOR ELEVATION - REAR

SCALE: 1/8" = 1'-0"



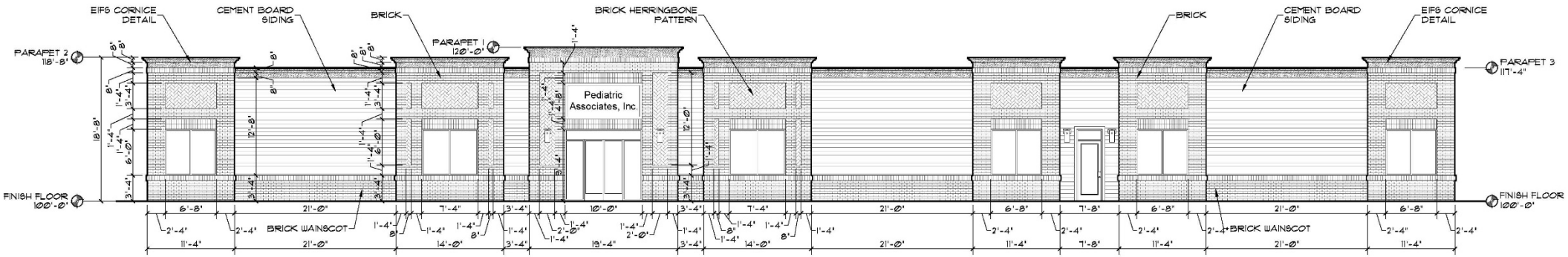
C EXTERIOR ELEVATION - DILEY ROAD SIDE

SCALE: 1/8" = 1'-0"



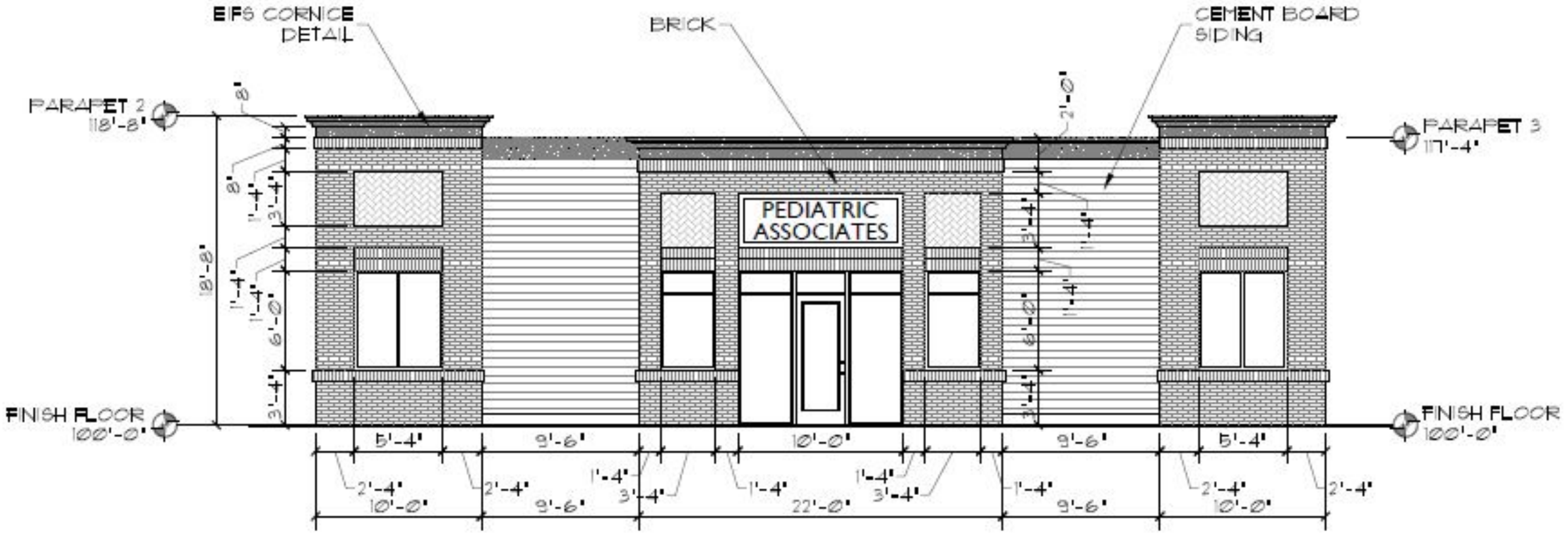
B EXTERIOR ELEVATION - MEIJER SIDE

SCALE: 1/8" = 1'-0"



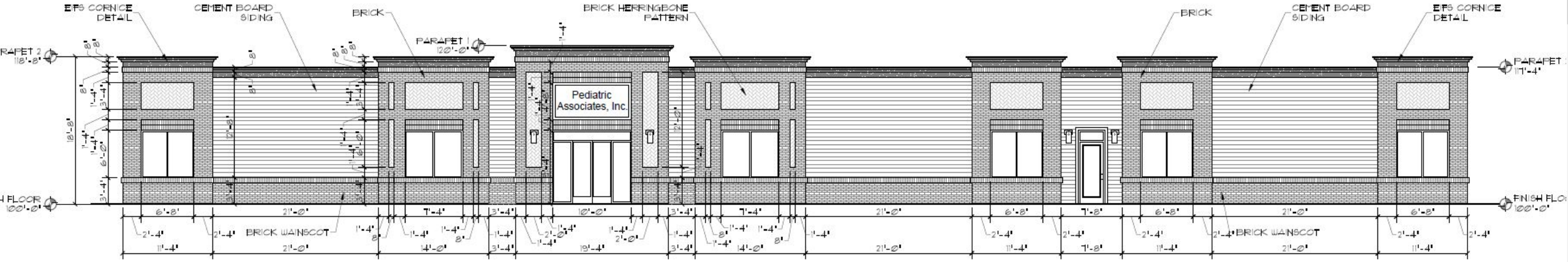
A EXTERIOR ELEVATION - FRONT

SCALE: 1/8" = 1'-0"



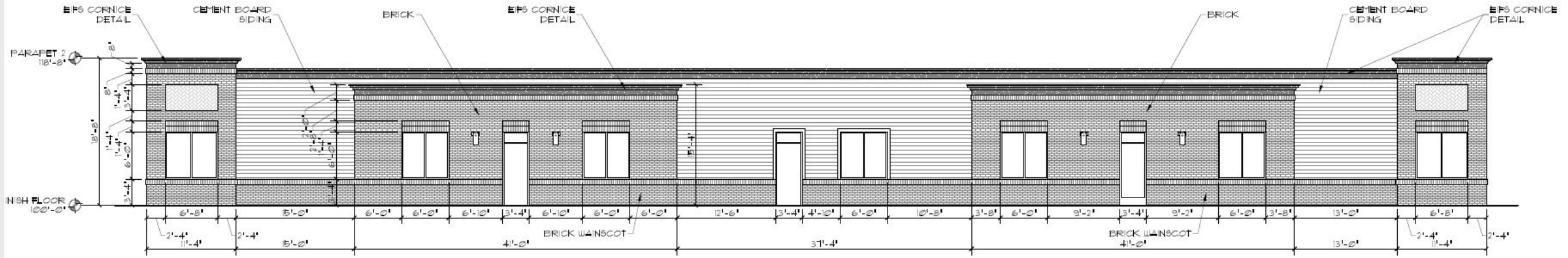
C EXTERIOR ELEVATION - DILEY ROAD SIDE

SCALE: 1/8" = 1'-0"



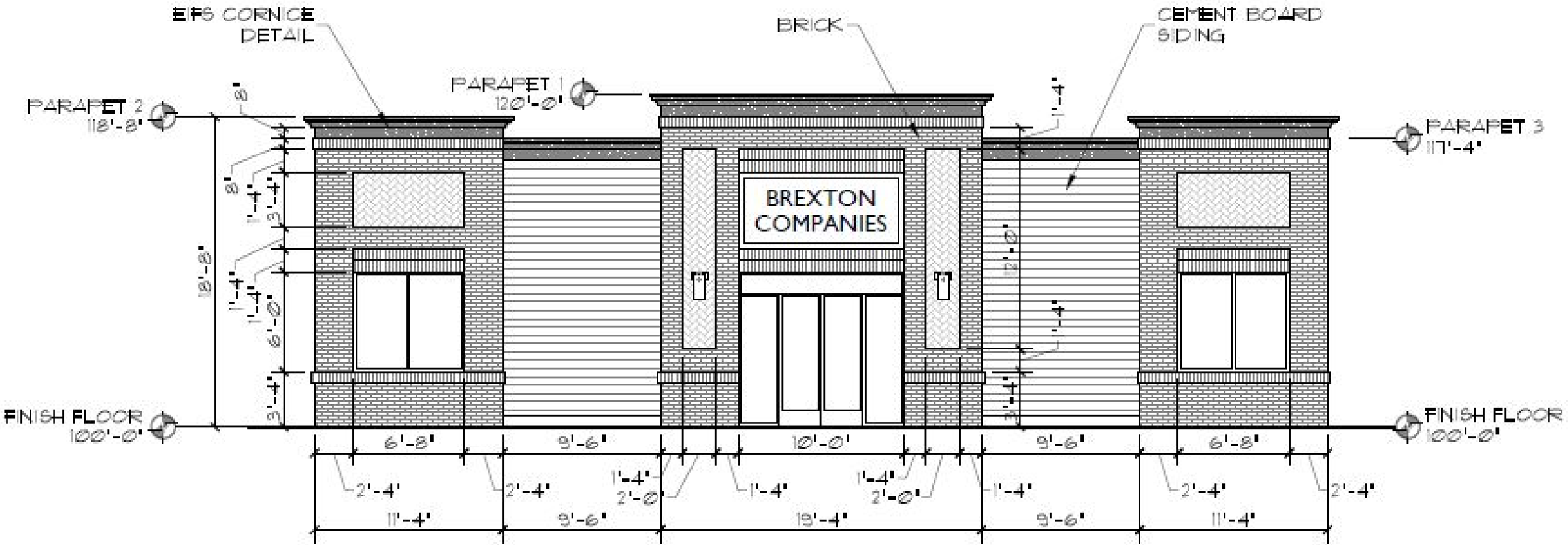
A EXTERIOR ELEVATION - FRONT

SCALE: 1/8" = 1'-0"



D EXTERIOR ELEVATION - REAR

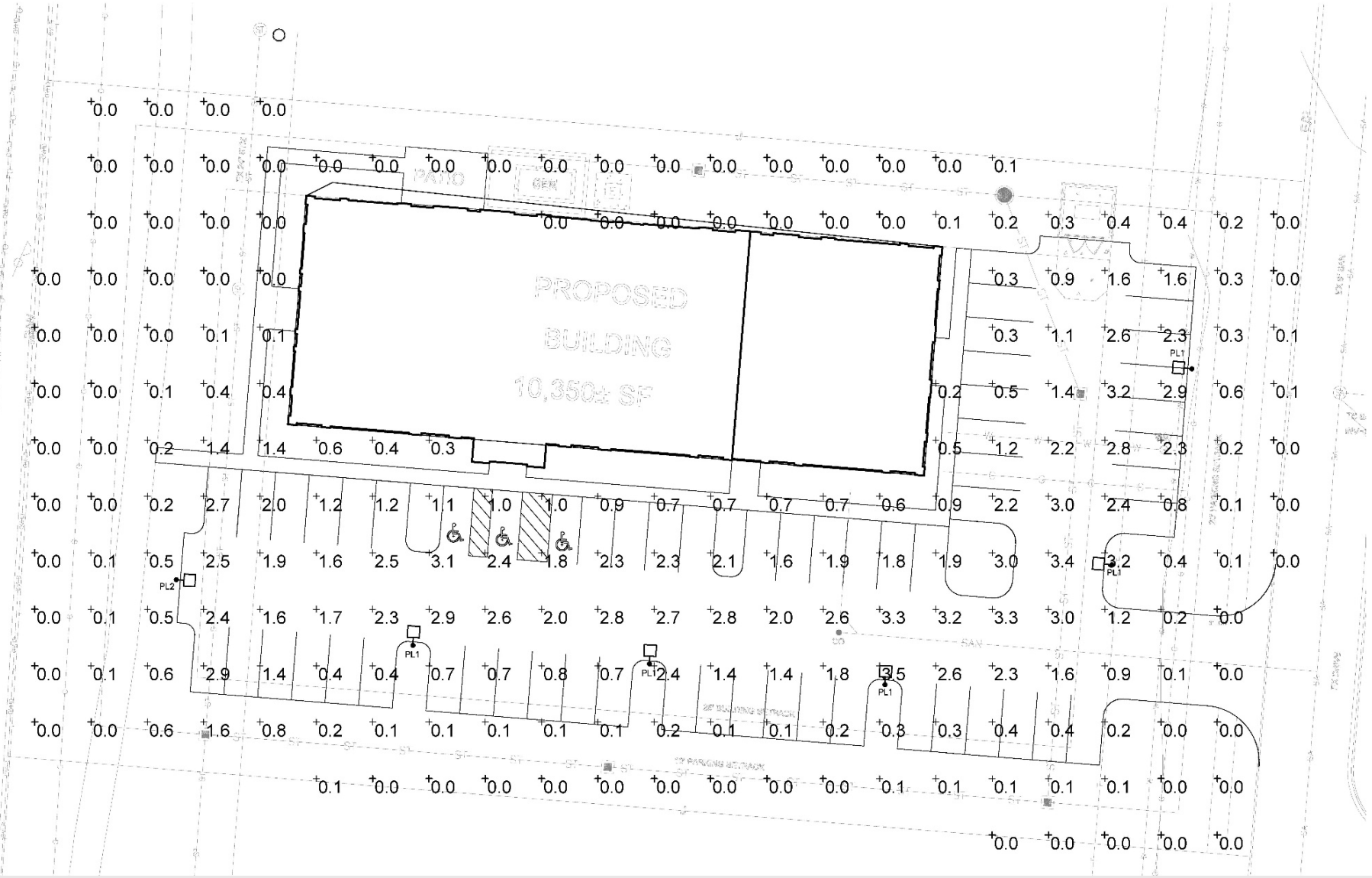
SCALE: 1/8" = 1'-0"



B

EXTERIOR ELEVATION - MEIJER SIDE

SCALE: 1/8" = 1'-0"



SOLID STATE AREA LIGHTING

DSDP SERIES-LED

SPECIFICATIONS

PROJECT NAME:

FIXTURE TYPE:

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. Trulevel ball coupling mount is welded to housing and facilitates quick leveling and installation.

✓LED® OPTICS
Low copper A356 alloy (<.2% copper) cast aluminum housing. Integrated clear tempered glass lens sealed with a continuous silicone gasket protects emitters (LED's) 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 0° - 50°; one from 50° - 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 V-SQ 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 LED's are utilized with drive currents ranging from 350mA to 1050mA. 70CRI Minimum. LED's 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.

DSDP25

PATENT PENDING

DSDP1

PATENT PENDING

2018334

U.S. Architectural Lighting

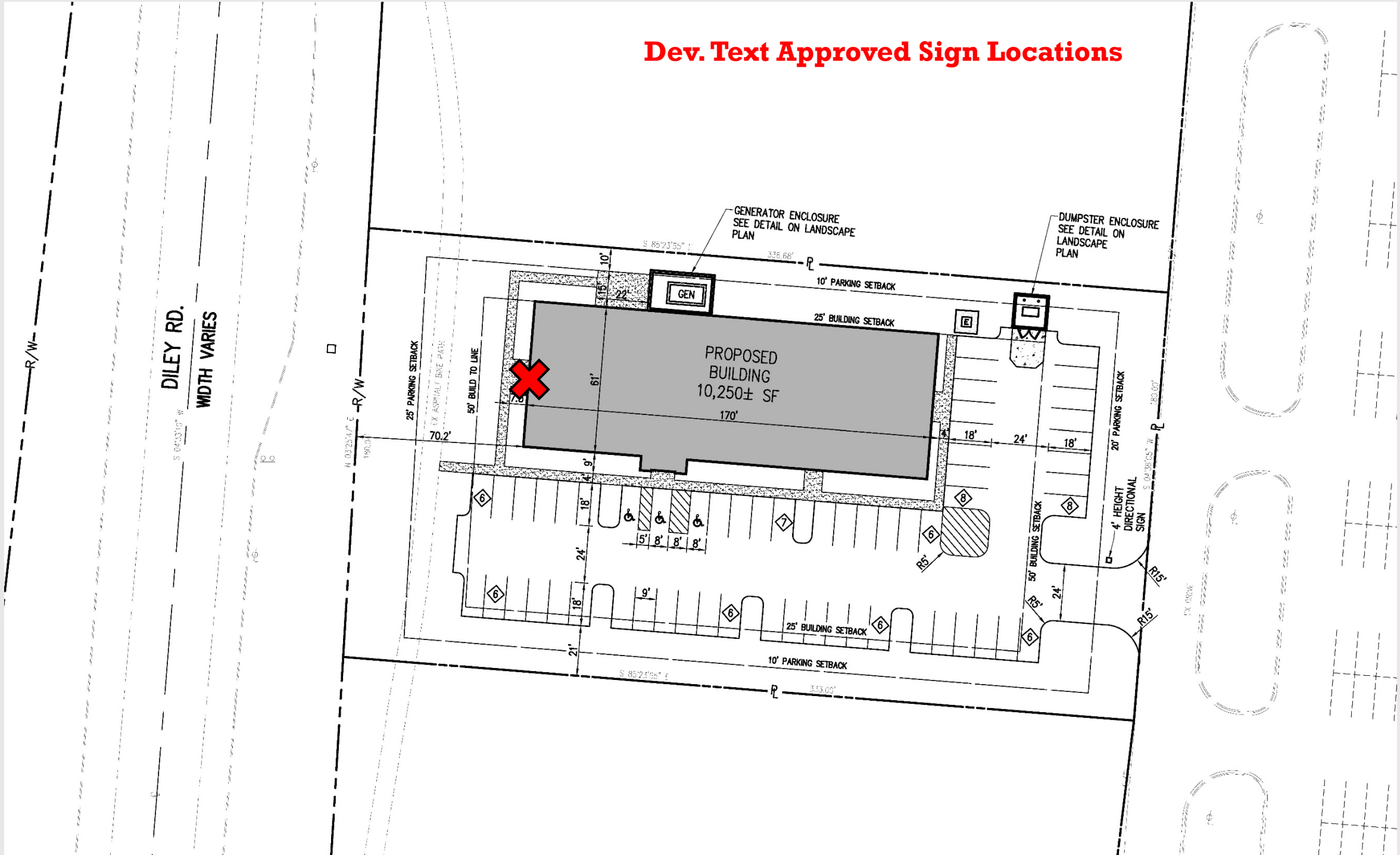
U.S. ARCHITECTURAL LIGHTING

SITE LIGHTING NOTES

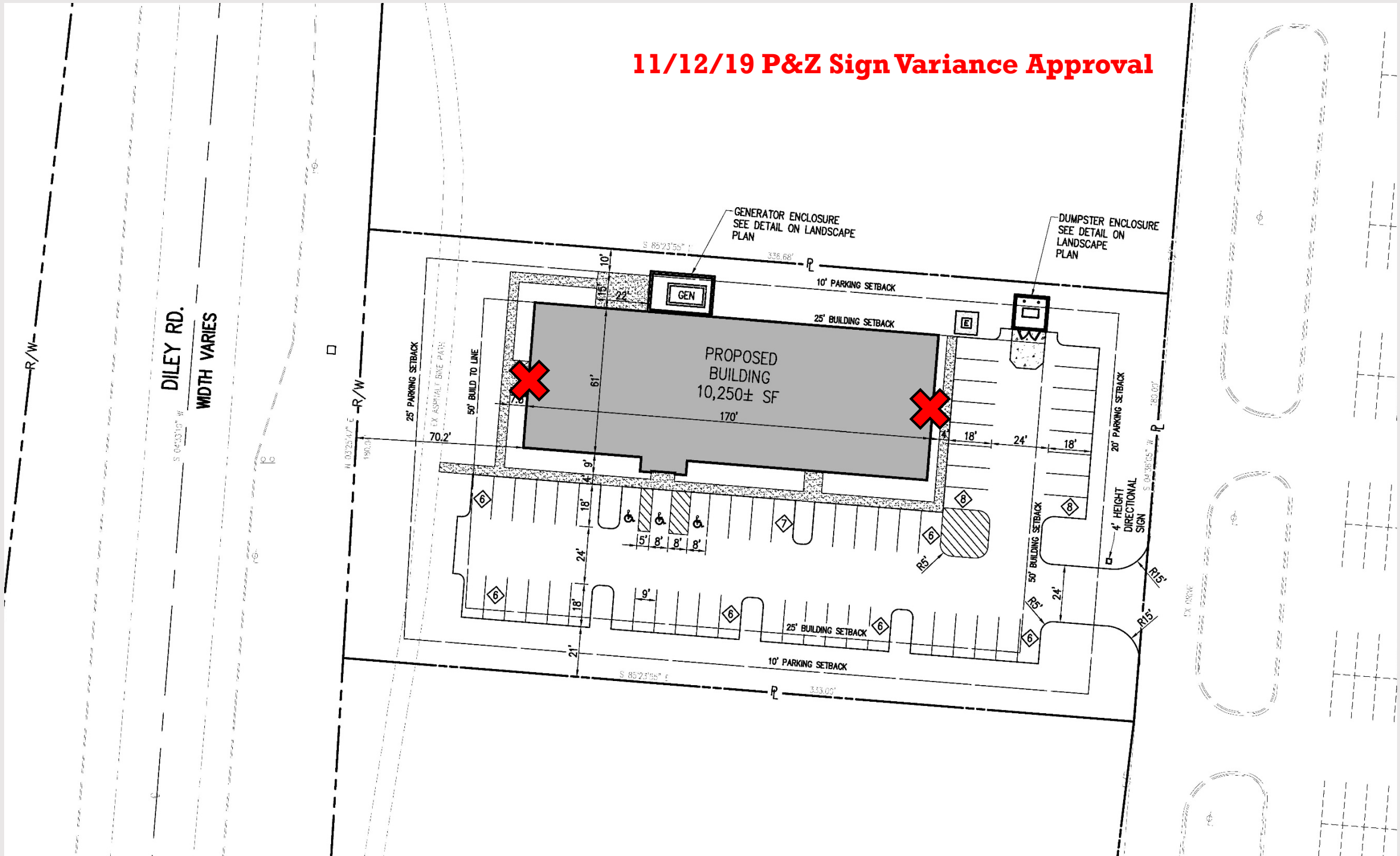
A. LIGHT POLES AND FIXTURES SHALL BE STANDARD COLOR, ANTIQUE BRONZE BLACK IN COLOR. CONFIRM FINAL SELECTION WITH ARCHITECT AND OWNER.

B. TOTAL HEIGHT SHALL BE 16'-0" MAXIMUM ABOVE FINISH GRADE.

Dev. Text Approved Sign Locations



11/12/19 P&Z Sign Variance Approval



PEDIATRIC ASSOCIATES
PEDIATRIC ASSOCIATES

STAFF RECOMMENDATION

Staff recommends that Final Development Plan application FDP-19-002 be recommended to City Council for approval with the following conditions:

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

CANAL
WINCHESTER
Established 1828

VA-06-008
Restricted Monument Signage
from all outparcels.
Requires shared use of this sign

2020 Tax Budget

Public Hearing

June 17, 2019

What is the purpose of the Tax Budget?

- ORC Section 5705.28
  - States that on or before July 15th of each year, the taxing authority of each subdivision must adopt a tax budget for the succeeding fiscal year.
- ORC Section 5705.30
  - States that the taxing authority shall hold at least one public hearing on the tax budget
  - States that after adoption, the tax budget shall be submitted to the county auditor on or before July 20th.

What is the purpose of the Tax Budget?

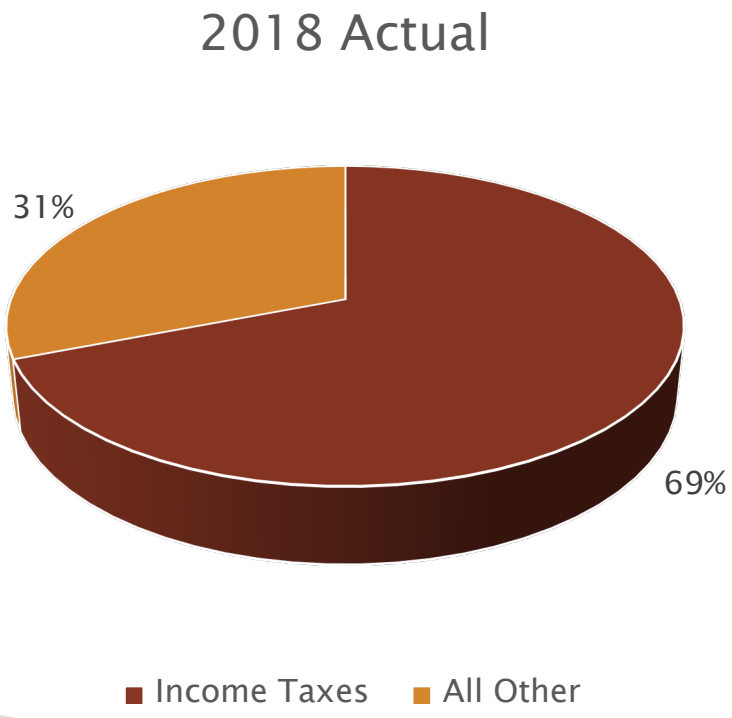
- To estimate the revenue the City expects to receive from all sources during the next fiscal year.
  - Income Taxes
  - Property Taxes
  - Grants
  - Fines and Fees
  - Debt Issuances
  - Miscellaneous Sources
- To set the limitation of appropriations for the next fiscal year.
  - Appropriations must not exceed estimated resources (estimated revenues plus carryover fund balances at year end)
- To allow the County Budget Commission to adjust tax levies as required by law.

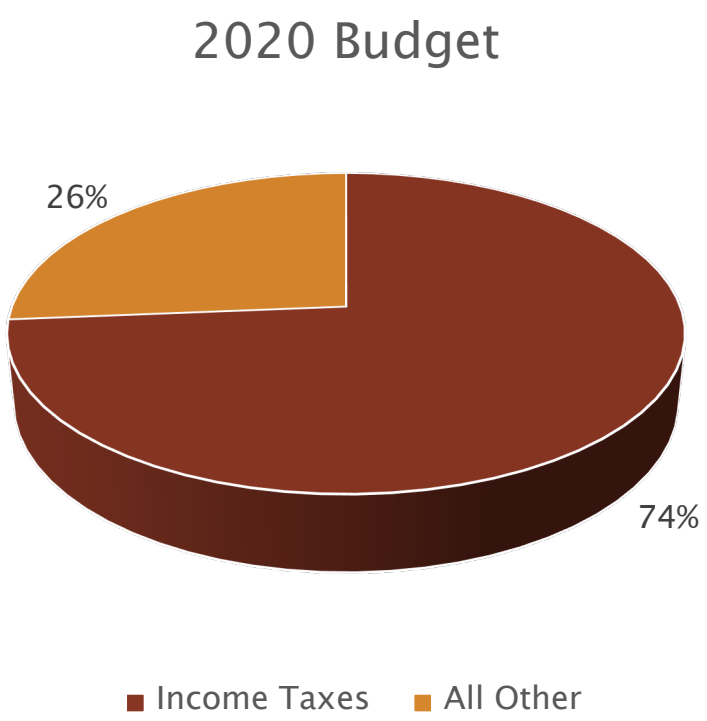
General Fund

- Least restrictive and largest fund
- Accounts for all activity of the City unless covered by a specific source of revenues that are restricted by law
- Revenue derived from:
  - Taxes
  - Licenses, Fees, Permits
  - Charges for Services
  - State funding

General Fund Revenue

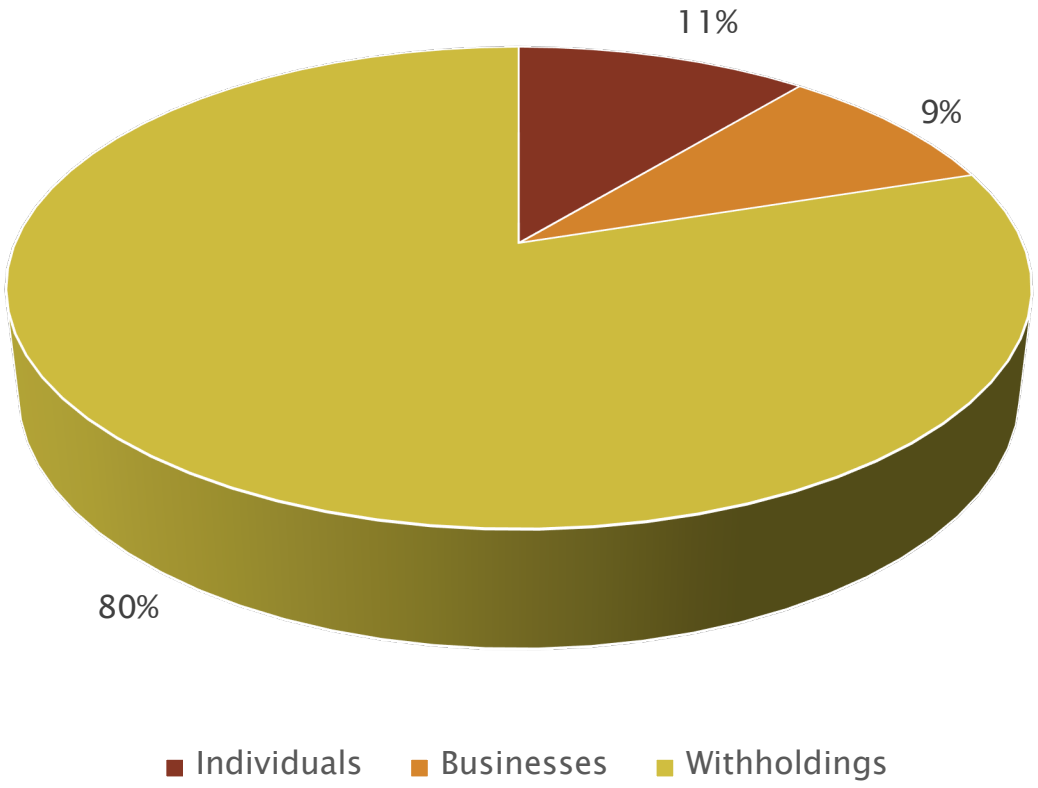
- Income Tax Revenue
  - Largest single source of revenue for the City





Income Tax Collections

- Where does our income tax revenue come from?



Income Tax Collections

- In 2018, equates to:

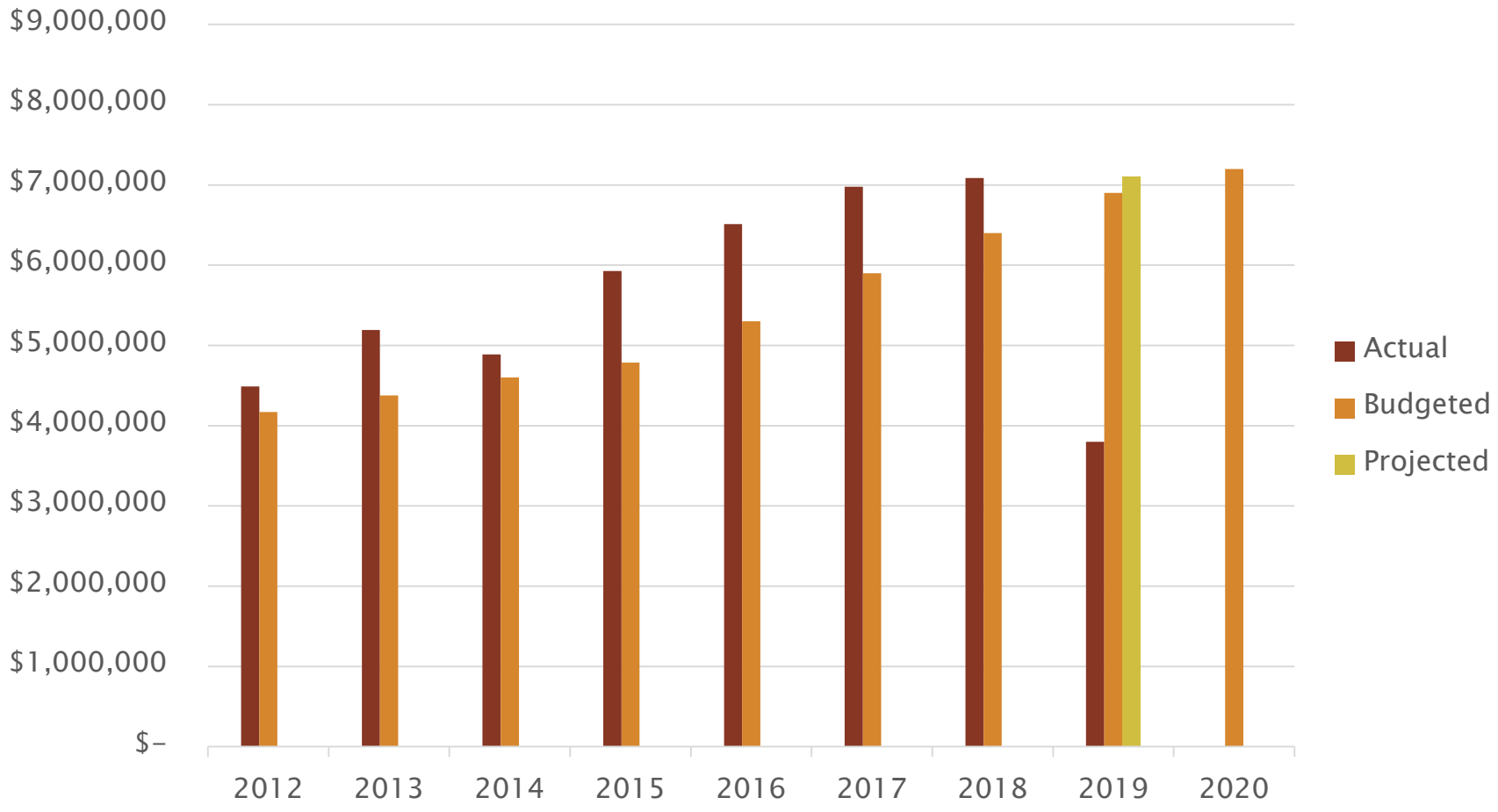
Account Type	Amount
Individuals	$327,614
Businesses	$913,350
Withholdings	$5,845,751
Total	$7,086,715

- Top 3 business taxpayers = 20% of income tax revenue

Income Tax Collections

- Income Tax Revenue
  - Projected to increase to $7,200,000
    - $300,000 over 2019 budgeted receipts – 4%
  - Very conservative
  - Currently on track to exceed 2019 projection

Income Tax Collections



General Fund Revenue

- Other Large Revenue Sources

Source	2020 Budget	2019 Budget	2018 Actual
Building/Development Permits and Fees	$547,000	$525,000	$935,207
Property Taxes	$450,000	$440,000	$447,517
Special Assessments	$151,500	$151,500	$196,925
Swimming Pool	$132,500	$129,250	$153,327
Cable TV Franchise Fees	$125,000	$125,000	$121,594

General Fund Revenue

- Remaining General Fund Revenue Sources

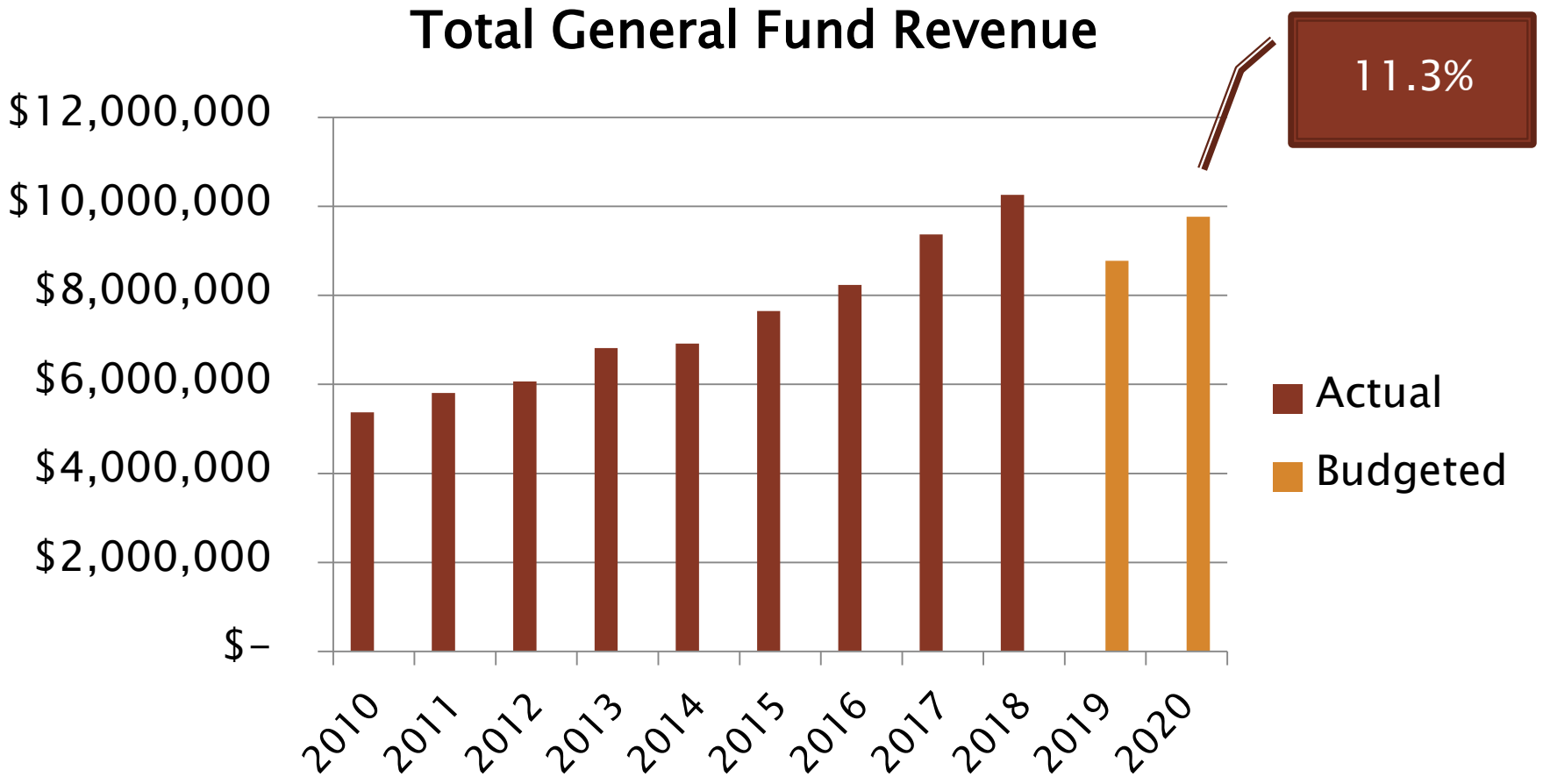
Source	2020 Budget	2019 Budget	2018 Actual
Court Fines	$95,000	$95,000	$84,127
Interest	$150,000	$80,000	$145,641
Local Govt	$75,000	$75,000	$76,364
Bed Tax	$150,000	$70,000	$57,822
Homestead & Rollback	$50,000	$49,000	$52,115
Advance In	$540,000	$40,000	$ -
Insurance Claims	$30,000	$30,000	$52,272
Waste Mgmt Fees	$25,000	$25,000	$25,000
Misc	$12,000	$12,000	$8,451

General Fund Revenue

Total Budgeted Revenue for 2020

$9,768,450

General Fund Revenue

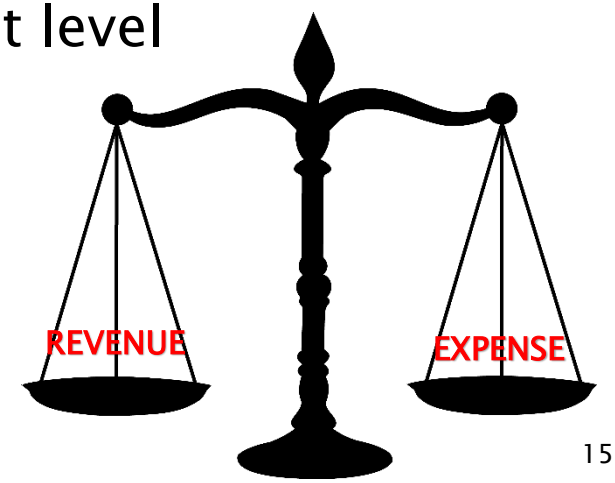


General Fund Revenue

- Why such a large increase?
  - Increase equates to $990,750
  - Increases in:
    - Income Taxes – $300,000
    - Bed Taxes – $80,000
    - Interest – $70,000
    - Advances In – $500,000

General Fund Expenditures

- Majority of City expenses paid from this fund
- Expenditure types
  - Salaries and Benefits
  - Contract Services
  - Operation & Maintenance
  - Capital Outlay
- Typically, Expenditures = Revenues
  - Preserve fund balance at the current level



General Fund Expenditures

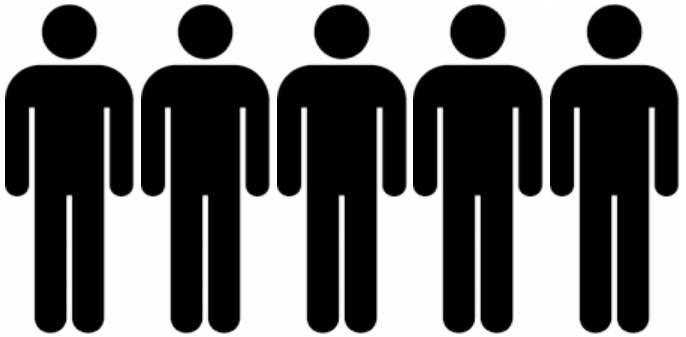
- Not in 2020!
  - Why?
    - McGill Park Phase I
      - City has been conditionally awarded a $500,000 grant from the Land and Water Conservation Fund (LWCF) through ODNR.
      - Reimbursement grant so funds must be advanced to the grant fund to complete the project. Once reimbursement is received, funds will be sent back to the General Fund (accounted for in Revenues)

General Fund Expenditures

- Tax Budget groups departments into specific classifications
  - *Security of Persons and Property* – Sheriff
  - *Public Health* – County Health Dept, Human Services, Indigent Burial
  - *Leisure Time* – Community Center, Parks, Pool
  - *Community Environment* – Development, Urban Forestry
  - *Transportation* – Construction Services, Street Maintenance
  - *General Government* – All other departments

General Fund Expenditures

- Staffing
  - Salaries are budgeted for a 3.5% increase for all employees.
    - Includes full time HR Coordinator and Administrative Assistant (both subject to needs), 5 seasonals, and an intern
  - Benefits are budgeted to increase approximately 10% due primarily to an increase in healthcare premiums
  - Salaries and Benefits make up 23% of General Fund Budget
    - 2018 actuals – 24% of expenditures
  - 21% of entire 2020 budget (across all funds)

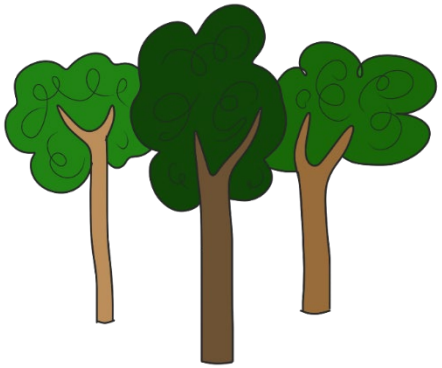


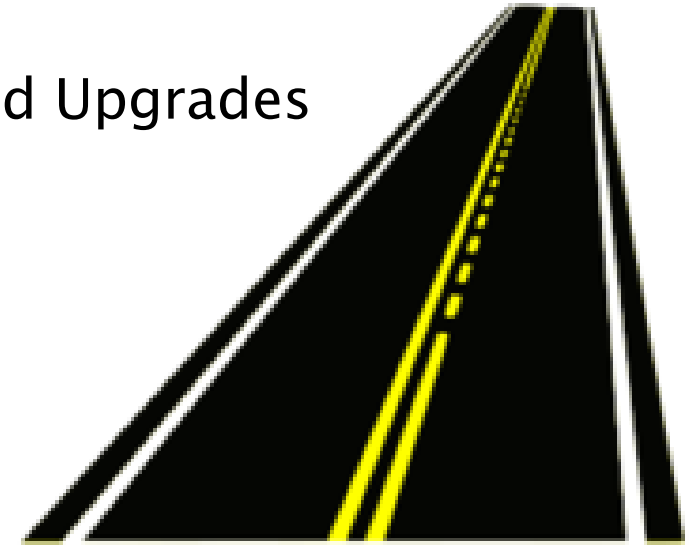
General Fund Expenditures

- Increases in contract services lines to accommodate known and anticipated contract increases
  - Sheriff
  - Pool management company
  - Development department and construction related contracts
  - General maintenance contracts

General Fund Expenditures

- Capital Outlay
  - Planned projects
    - Street/Sidewalk Program
    - Street Trees
    - Pool Maintenance
    - McGill Park Phase 1
    - Sheriff SUV
    - Computer/IT Replacements and Upgrades





General Fund Expenditures

Total Budgeted Expenditures for 2020

$10,019,424

General Fund Expenditures

- Overall increase in budgeted expenditures of 14% over 2019.
- Equates to $1,241,724
- Why?
  - McGill Park Phase 1
    - All capital expenditure activity needs to be accounted for in a Capital Projects fund.
    - $1,100,000 to be transferred/advanced to the Capital Fund to pay for the grant portion of the project.

General Fund Balance

12/31/18 Act Balance	12/31/19 Est Balance	12/31/20 Est Balance	Increase/(Decrease)
$8,802,206	$8,842,206	$8,591,231	($250,974)

Special Revenue Funds

- What is a "Special Revenue Fund"?
  - Accounts for proceeds of specific revenue sources that are legally restricted or committed to expenditure for specified purposes
- Our funds
  - Street Maintenance
  - State Highway
  - Mayor's Court Tech A & B
  - Permissive Tax
  - Bed Tax
  - FEMA Grant
  - BWC Grant
  - Interurban Project
  - Diley Rd TIF
  - Gender Rd TIF
  - Cemetery Fund
  - McGill Park Fund

Special Revenue Fund

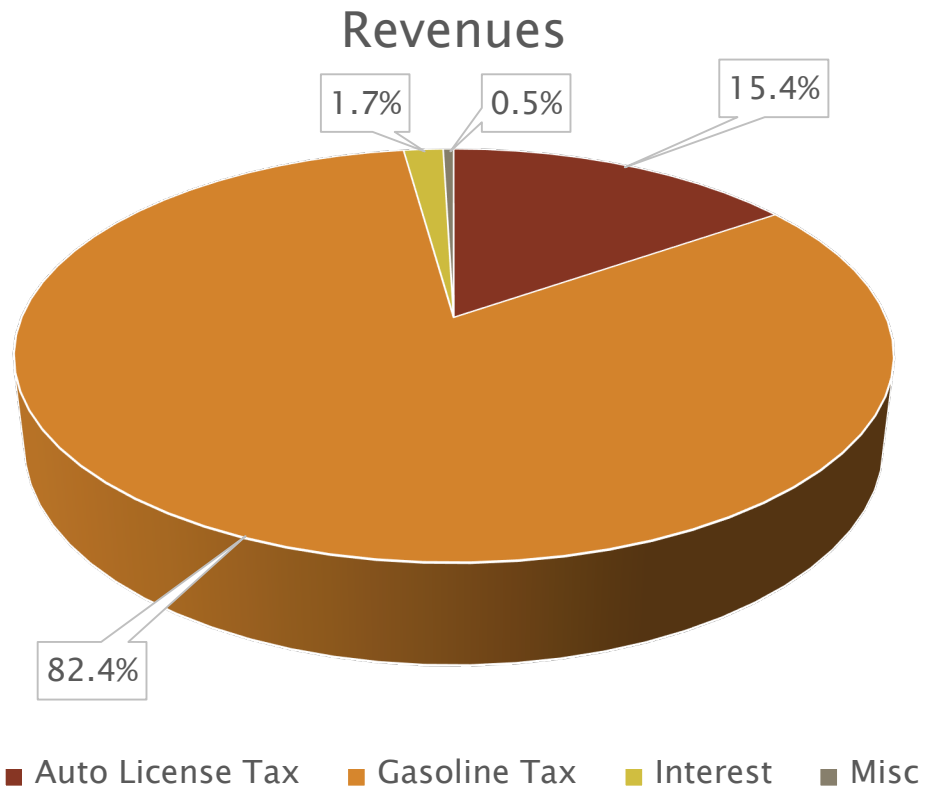
Fund	Revenue Source(s)
Street Maintenance	Motor vehicle license tax, gas tax
State Highway	Motor vehicle license tax, gas tax
Mayor's Court Tech A & B	Portion of mayor's court fees
Permissive Tax	Motor vehicle license tax
Bed Tax	6% Hotel/Motel tax
FEMA Grant	Federal Emergency Mgmt Agency grant funds
BWC Grant	Bureau of Workers' Comp grant funds
Interurban Project	Donations
Diley Rd TIF	Payments in lieu of taxes (property taxes)
Gender Rd TIF	Payments in lieu of taxes (property taxes)
Cemetery Fund	Perpetual care fees from sale of plots
McGill Park Fund	Donations

Special Revenue Funds

- Revenue increases
  - Street Maintenance and State Highway Funds
    - Passage of the increase gasoline tax
  - Bed Tax Fund
    - Opening of an additional hotel
  - Gender Rd TIF Fund
    - Additional parcels beginning to pay into the TIF
- Expenditures
  - Consistent with prior years; no known changes currently
  - Exception – Bed Tax Fund
    - As revenue increases, so does our liability to Destination: Canal Winchester

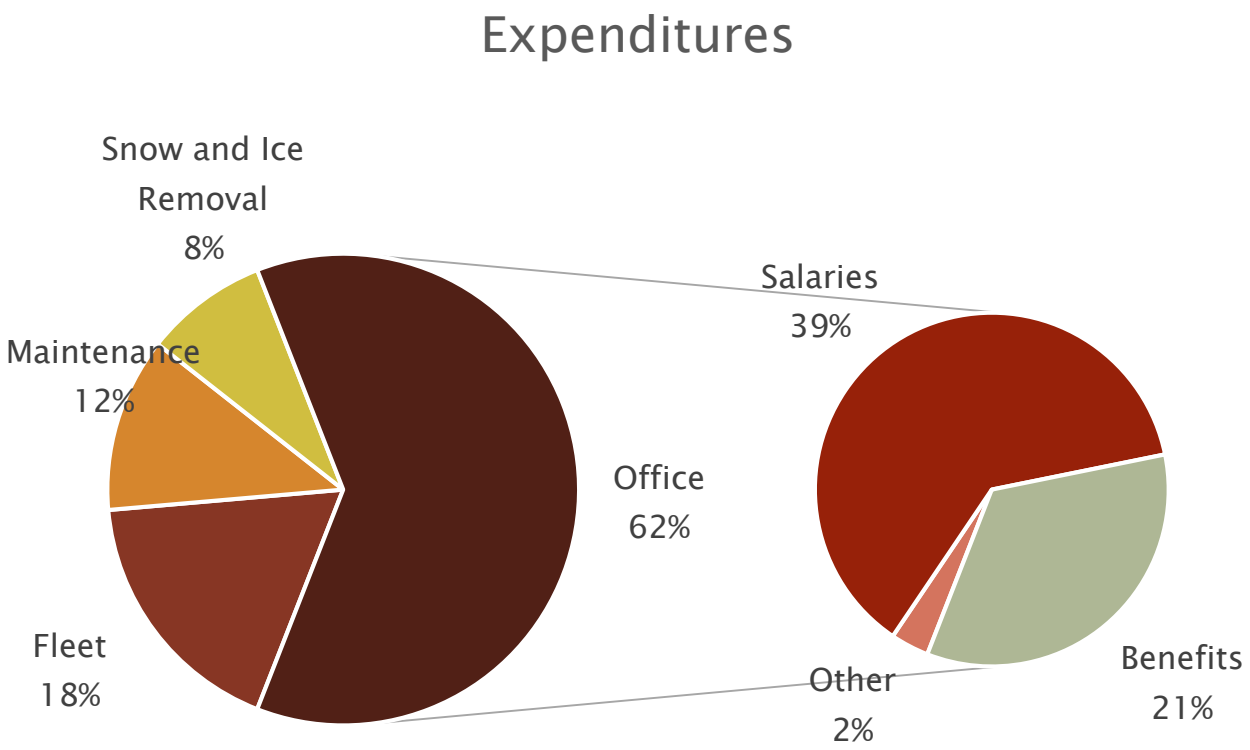
Special Revenue Funds

- Street Maintenance Fund

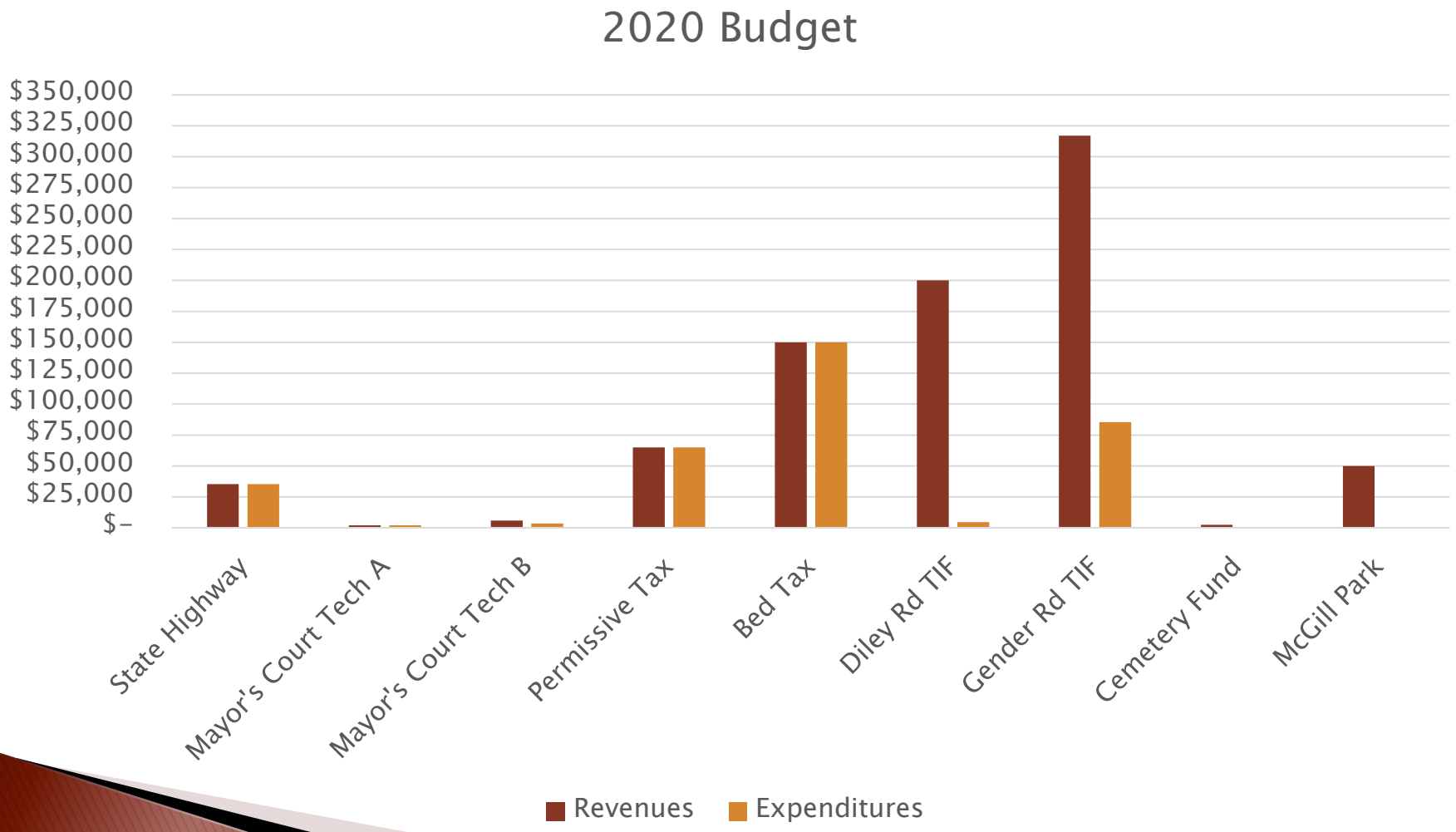


Special Revenue Funds

- Street Maintenance Fund



Special Revenue Funds

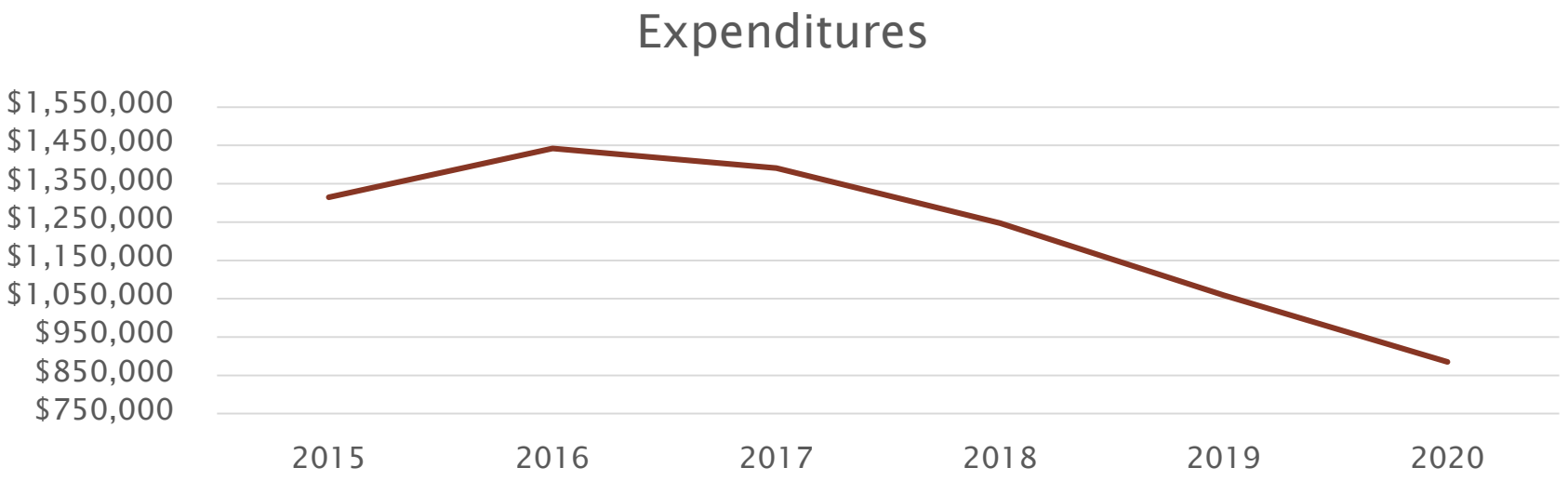


General Obligation Fund

- Pays for any debt not specifically related to utilities
  - Various purposed bonds (2013 refunding, 2015 issuance, 2017 refunding)
  - OPWC (7 street projects – 2020 is last year for Washington St project)
- Does not include McGill Park agreement or vehicle leases
- No voted debt, sole revenue source is transfers from General Fund

$885,000

General Obligation Fund

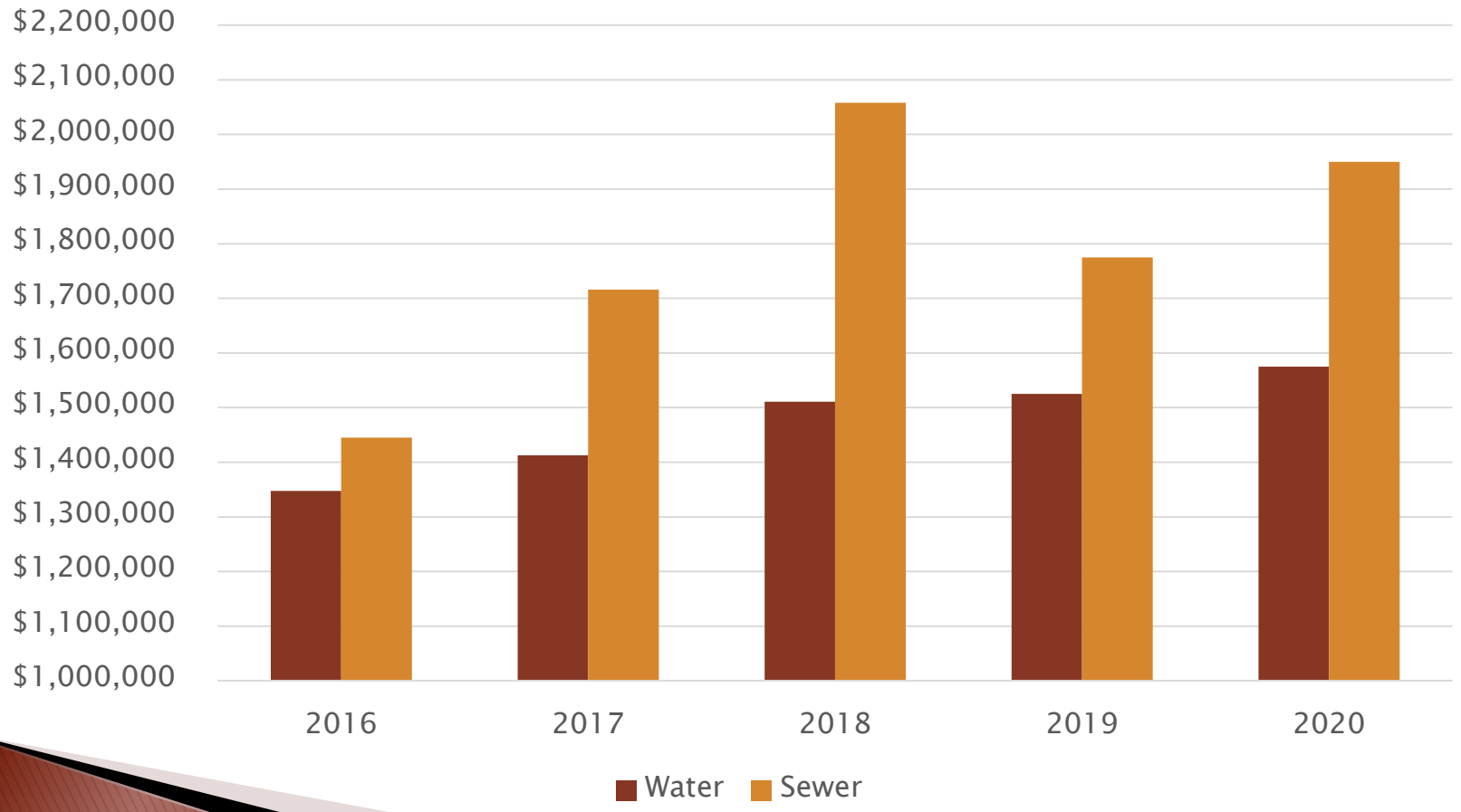


Enterprise Funds

- Water and Sewer Funds
  - Projected increase in collections due to general increase in usage.
  - No increase in water or sewer rates in 2020.
  - Increase in Water Meter Fees
  - Increase in expenditures for:
    - Salaries due to intern (Water only)
    - Chemical and utility costs
    - Debt payments per schedules

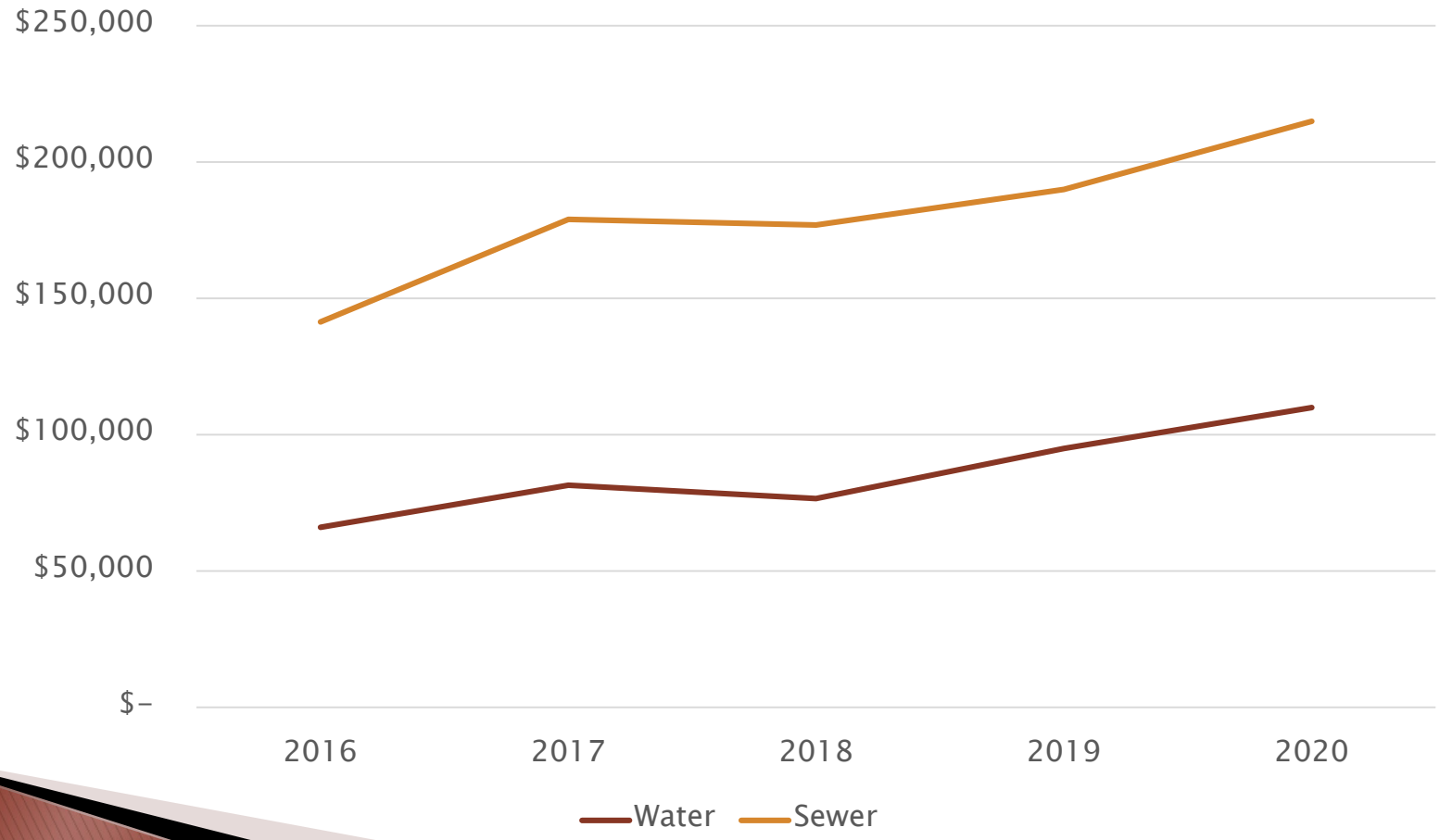
Enterprise Funds

- Utility User Charges



Enterprise Funds

- Utility Expenditures



Enterprise Funds

- Storm Water Fund
  - Small increase in user charges due to new development
- Water and Sewer Connections Funds
  - Revenue derived from capacity fees
  - Expenditures included planned Capital Outlay and emergency/unexpected repairs

Enterprise Funds

- Water and Sewer Connections Funds
  - Budgeted revenue = budgeted expenditures
  - $300,000 and $500,000, respectively
- Storm Water
  - Budgeted revenues > budgeted expenditures
  - $14,450 difference
    - NPDES Inspection Fees
      - Previously deposited into the General Fund, however, all other NPDES activity is accounted for in the Storm Water Fund.

Estimated Fund Balances

Fund	12/31/2019	12/31/2020	Increase/(Decrease)
Street Maintenance	$ 325,341.54	$ 345,041.54	$ 19,700.00
State Highway	$ 62,991.51	$ 62,991.51	$ -
Mayor's Court Tech A	$ 20,356.92	$ 20,356.92	$ -
Mayor's Court Tech B	$ 19,889.27	$ 22,389.27	$ 2,500.00
Permisive Tax	$ 121,373.03	$ 121,373.03	$ -
Bed Tax	$ 144,179.49	$ 144,179.49	$ -
FEMA Grant	$ -	$ -	$ -
BWC Grant	$ -	$ -	$ -
Interurban Project	$ 872.25	$ 872.25	$ -
Diley Road PITIE	$ 1,515,635.62	$ 1,711,135.62	$ 195,500.00
Gender Road TIF	$ 286,394.82	$ 517,894.82	$ 231,500.00
Cemetery Fund	$ 18,789.21	$ 21,289.21	$ 2,500.00
McGill Park	$ 100,000.00	$ 150,000.00	$ 50,000.00

Estimated Fund Balances

Fund	12/31/2019	12/31/2020	Increase/(Decrease)
GO Bonds	$ 29,308.50	$ 29,308.50	$ -
Capital Improvement	$ -	$ -	$ -
Issue 2/ CDBG Grants	$ -	$ -	$ -
State Grant Capital Projects	$ -	$ -	$ -
Water	$ 1,052,548.52	$ 908,848.52	$ (143,700.00)
Water Connections	$ 1,305,546.19	$ 1,305,546.19	$ -
Sewer	$ 1,126,761.97	$ 1,194,036.97	$ 67,275.00
Sewer Connections	$ 2,682,750.80	$ 2,682,750.80	$ -
Sewer Rate Stability	$ 1,000,000.00	$ 1,000,000.00	$ -
Water Stability	$ -	$ -	$ -
Storm Water Fund	$ 188,467.02	$ 202,917.02	$ 14,450.00
Meijer Agency	$ 136,877.69	$ 138,877.69	$ 2,000.00
Greengate Drive Agency	$ 306,103.61	$ 309,103.61	$ 3,000.00

2020 Tax Budget

Questions?

Canal Winchester

Town Hall
10 North High Street
Canal Winchester, OH 43110

Meeting Minutes - Draft

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

DRAFT

A. Call To Order Called to Order at 7:49 pm

B. Pledge of Allegiance - Jarvis

C. Roll Call

Present 6 – Amos, Bennett, Clark, Coolman, Jarvis, Lynch

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

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

D. Approval of Minutes

MIN-19-050 11-4-19 Work Session Minutes (**Minutes**)

MIN-19-051 11-4-19 Council Minutes (**Minutes**)

Motion to approve minutes from November 4, 2019 for work session and council meeting made by Coolman; seconded by Amos
Motion carried by the following vote:

Yes 5 – Coolman, Amos, Bennett, Clark, Jarvis
Abstain 1 - Lynch

E. Communications & Petitions

19-100 Madison Township Police Department October Statistics for Canal Winchester (**Information**)

Chief Gary York, Madison Township Police Department, came forward to speak to the October 2019 statistics that he submitted for the agenda packet. This is the first month they have provided statistics for the City of Canal Winchester and it is a work in progress; if there is something you would like to see done differently please let him know. He said he is here to answer any questions you might have. Jarvis asked about the business check and what does it entail; York replied it may involve an officer getting out of patrol car to stretch, buy a refreshment, see if all is ok at the business, talk to people, walk around, visit establishments on third shift that have a lot of traffic, visibility of the officer; an officer is more approachable when out of the cruiser; Jarvis said it is considered community policing and York agreed. Amos asked what time the MTPD shifts are; York replied they work 6:00 am to 2:00 pm, 2:00 pm to 10:00 pm and 10:00 pm to 6:00 am. Lynch asked about the number of officers on each shift; York said the minimum is 2, but still has somebody cover south including Canal Winchester; Lynch asked about the amount of presence here, has seen Madison Township officers in the city. Lynch and Jarvis both thanked the Chief for everything. York stated that the data can be misconstrued, because when he pulls the zip code 43110, it includes more territory than just the city limits of Canal Winchester and he has to separate that data; York stated if there is any different data you want to see, please let him know. Hollins stated the resolution of intent has been passed on to the Franklin County Prosecutor. Lynch asked about the

coordination of radio communication between Madison Township and Fairfield County; York replied that they are working on it and it is progressing.

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 *- Adoption*
Sponsor: Lynch

Lynch made a motion to approve ORD 19-053; seconded by Bennett. Clark asked to discuss; he thinks this is an important measure, but believes going to hand held only, and other surrounding communities do not have it, driving from Pickerington while holding your phone and you drive into Canal Winchester and you can be fined, or if a person from out of town doesn't know about the ordinance; believes this is not the level of government that this should be done. Jarvis commented that he respects Clark's opinion, but doesn't want to wait on the state of Ohio to do something; question of how long it takes to present education to residents and put up signs around the city. Coolman commented he understands the intent of the ordinance, make community safer, drivers more aware, but it is hard to enforce, believes police already have enough to do, hard to see somebody holding phone and then pull them over, unless an incident occurs, it may not be necessary at this time, problem is the distraction of the conversation taking your attention away, but could also be a cheeseburger, etc. that is distracting. Amos commented that it brings awareness to our community, awareness to our youth, making ourselves aware, don't pick up the phone in the car, sitting on desk of state legislator and not going anywhere, many cities considering this to give notice to the state that it needs to be done. Coolman commented about our events and people coming from out of town and not knowing about the law. Bennett commented that he hears Clark's opinions and thoughts, sometimes if enough municipalities take up an issue that the state will recognize it and realize it needs to be done statewide, initially brought up for safety issue, he knows when he enters Bexley that he has to hang up his phone, putting up the signs won't be enough, need proper education for public and police officers, knows that crashes have double in recent years due to distracted driving, anything we are doing regarding distracted driving is better than nothing, remains optimistic and hopeful that it is the right thing to do. Lynch was touched by the parents who came in to comment that they thought it would help their teenagers who are driving so they learn to not drive distracted, hopes police will be judicious and fair in enforcing this, hope this will light a fire under state legislature to take action. Amos stated we try to stay with the small-town feel, and pedestrian community, and this is one more step to make it safer for people, has witnessed drivers not paying attention to pedestrians, if this makes people pay attention for more than two seconds then this is what I want. Coolman again raises question of the city workers and vehicles again, can we include that city vehicles are excluded; Peoples stated there is equipment that can make current phones hands-free, but he is not wanting to make employees

wear ear buds, etc., his staff use cell phones and a radio system. Hollins stated public safety vehicles, ambulances, law enforcement vehicles, fire vehicles, EMT vehicles are exempt, public service or public works vehicles are not. Bennett asked the Mayor to comment; the Mayor stated if our employees are exempt then he would be better with it; he feels it is important for the employees to be included in this; he asked Coolman about number of claims he is receiving in the insurance industry; Coolman responded the claims and incident have increased by 49% since 2016. Mayor commented about people crossing the street while looking down at phone. Clark commented that he thinks it is different if person is looking down at phone versus holding the phone at your ear and talking but looking up visually. Multiple discussions ensued between members. Bennett commented that the call can wait until you get home, don't touch the phone while in the car. Clark commented about the phone being in a cradle and can you touch a button to answer it. Amos commented about the Maria's Message program and this message includes all distracted driving, including phones, eating, talking, music, etc. Coolman asked about the fine; Hollins stated the minor misdemeanor fine maximum is $150. Jarvis stated it would be difficult to legislate this to make sense in all situations. Bennett asked Hollins to clarify the public safety and public works vehicles issue again; Hollins said our city vehicles are not exempt in the current ordinance language; Bennet asked Hollins what happens if our staff are responding to an emergency and in a sense become first responders; Hollins said there is a clause stating when a vehicle is acting as an emergency responder. Multiple discussions ensued between members. Jarvis stated about exempting city employees, amending the ordinance; already amending to change the effective date to April 1, 2020 to allow public service department time to produce signage and provide education pieces to residents about the new ordinance. Lynch made motion to amend Ordinance 19-053 to change the effective date to April 1, 2020 and to exempt all city work vehicles and put them under same classification as public safety vehicles in the ordinance; seconded by Jarvis.

Motion to amend ORD 19-053 made by Lynch; seconded by Jarvis
Motion carried by the following vote:

Yes 6 – Lynch, Jarvis, Amos, Clark, Coolman,
No 1 - Bennett

Discussion ensued regarding voting; Clark made motion to table; no second to this motion. Discussion regarding tabling ordinance to give Hollins time to re-draft the language in the ordinance; Jarvis stated there is a motion and a seconded already done; the Clerk reiterated that we were now going to vote on the Amended Ordinance 19-053.

Motion to adopt Amended ORD 19-053 made by Lynch; seconded by Bennett
Motion carried by the following vote:

Yes 5 – Lynch, Bennett, Amos, Coolman, Jarvis
No 1 – Clark

ORD-19-060
Development
Sponsor: Amos

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

- Second Reading Only

Amos stated second read only, please.

ORD-19-061
Development
Sponsor: Coolman

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

- Second Reading Only

Coolman stated second read only.

ORD-19-062
Public Service
Sponsor: Bennett

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

- Second Reading Only

Bennett stated second read 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

Lynch stated 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

Clark stated first reading only. Jarvis stated with the understanding that we will suspend or waive third reading, adding an emergency clause and move to adoption at the next meeting.

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

Lynch stated 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

Bennett stated first read 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

Bennett stated 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

Coolman stated first read only.

ORD-19-069
Finance

An Ordinance for the 2020 Appropriations (**Ordinance**)

- First Reading Only

Amos stated first read only, please.

ORD 19-070
Finance

An Ordinance to Establish City Employee Salary Ranges (**Ordinance, Exhibit A**)

- First Reading Only

Bennett stated first read only.

I. Reports

Mayor's Report

19-100 Mayor's Report (**Report**)

The Mayor stated he does not have anything to add to his written report, but needs the Mayor's court reports approved for August, September and October 2019.

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**)

Motion to accept Mayor's Court Reports for August, September and October 2019 made by Bennett; seconded by Amos
Motion carried by the following vote:

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

Fairfield County Sheriff

Sergeant Hendershot commented that council was asking about percentages of the deputy's level of busyness and he stated in September it was 64.5% in October 62.7% of the time; Jarvis asked about the high-water mark of staff being too busy and Hendershot responded around 65% or more; Hendershot stated the other day he was helping with issues and there were still calls pending. Jarvis commented about looking for a red flag or warning about the level of staffing. Amos asked if Hendershot can contact Madison Township Police for assistance when Fairfield County is really busy; Hendershot replied yes, they do contact Madison Township when necessary to coordinate assisting on calls.

Law Director

Hollins requested an executive session to discuss the purchase or sale of real property.

Finance Director

19-104 Finance Director's Report (**Report**)

Jackson stated she is back to work and still playing catch up and appreciate your patience.

Public Service Director

19-105 Public Service Director's Report (**Report**)

Peoples added to his written report commenting on SWACO issues.

Development Director

Haire stated ED411 (Economic Development 411) will be held at the OSU Ohio Union on December 6 if anybody would like to attend please let him know.

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. Coolman

New event is the Reindeer Run, Saturday, December 7 at 12:00 noon; held in downtown old Canal Winchester during Christmas in the Village weekend; new event concept and should be a lot of fun.

K. Old/New Business

Bennett commented about council gifts to human services for this holiday; Amos stated that Aletha will provide a list of what is needed for a child and we will sponsor gifts to this child.

L. Adjourn to Executive Session (if necessary)

Motion to adjourn to executive session made by Clark; seconded by Lynch
Motion carried by the following vote:

Yes 6 – Clark, Lynch, Amos, Bennett, Coolman, Jarvis
Time out at 8:50 pm

M. Adjournment

Time in from executive session at 9:09 pm
Motion to adjourn made by Lynch; seconded by Amos
Motion carried by the following vote:

Yes 6 – Lynch, Amos, Bennett, Clark, Coolman, Jarvis
Adjourned at 9:09 pm

RESOLUTION NO. 19-027

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF BILL CHRISTENSEN TO SERVE A FOUR YEAR TERM AS A MEMBER OF THE PLANNING AND ZONING COMMISSION EXPIRING ON DECEMBER 31, 2023.

WHEREAS, the Canal Winchester Code of Ordinances section 1139.01 provides for the establishment of the Planning and Zoning Commission; and

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

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

Section 1: Bill Christensen shall serve a four (4) year term as a member of the Planning and Zoning Commission as appointed by the Mayor expiring on December 31, 2023.

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

DATE PASSED _____

_____
PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

_____
MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

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

_____
Clerk of Council

RESOLUTION NO. 19-028

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF BRAD RICHEY TO SERVE A FOUR YEAR TERM AS A MEMBER OF THE PLANNING AND ZONING COMMISSION EXPIRING ON DECEMBER 31, 2023.

WHEREAS, the Canal Winchester Code of Ordinances section 1139.01 provides for the establishment of the Planning and Zoning Commission; and

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

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

Section 1: Brad Richey shall serve a four (4) year term as a member of the Planning and Zoning Commission as appointed by the Mayor expiring on December 31, 2023.

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

DATE PASSED _____ _____

PRESIDENT OF COUNCIL

ATTEST _____ _____

CLERK OF COUNCIL MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

_____

LEGAL COUNSEL

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

_____

Clerk of Council

RESOLUTION NO. 19-029

A RESOLUTION APPROVING THE MAYOR'S APPOINTMENT OF ROGER WHITE TO SERVE A FOUR YEAR TERM AS A MEMBER OF THE LANDMARKS COMMISSION EXPIRING ON DECEMBER 31, 2023.

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

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

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

Section 1: Roger White shall serve a four (4) year term as a member of the Landmarks Commission as appointed by the Mayor expiring on December 31, 2023.

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

DATE PASSED _____ _____
PRESIDENT OF COUNCIL

ATTEST _____ _____
CLERK OF COUNCIL MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

I hereby certify that the resolution 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

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 D. Willis
9/9/2019

STATE OF OHIO
TODD D. WILLIS
S-7996
REGISTERED
PROFESSIONAL SURVEYOR

PLAT OF SURVEY
EASEMENTS

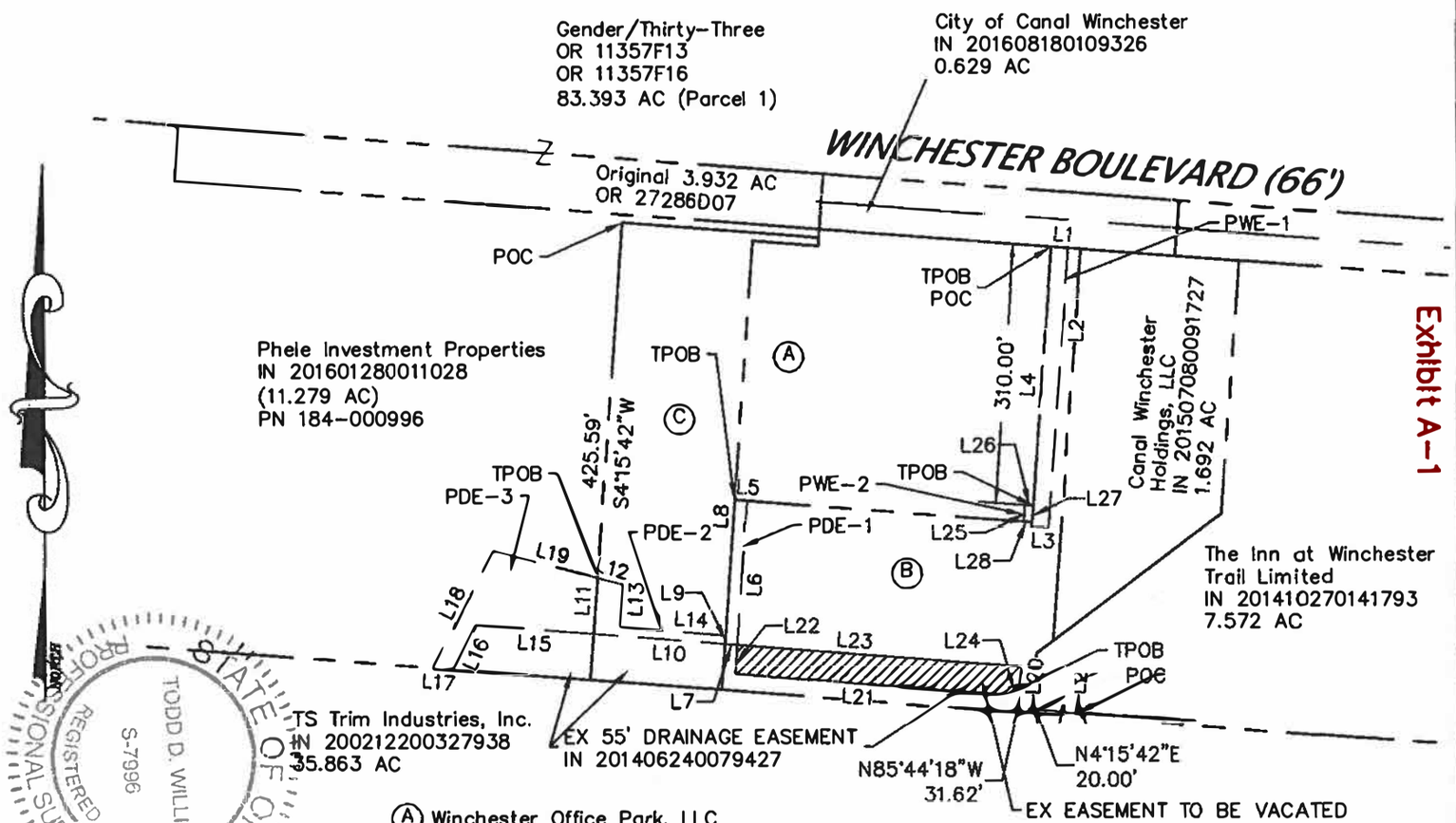
SITUATED IN SECTION 25, TOWNSHIP 11, RANGE 21, BUCKINGHAM'S SURVEY OF THE CONGRESS LANDS
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

PWE – PUBLIC WATERLINE EASEMENT

PDE – PRIVATE DRAINAGE EASEMENT

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



STATE OF OHIO
TODD D. WILLIS
S-7996
REGISTERED
PROFESSIONAL SURVEYOR

BAR SCALE

0 100 200 400

(IN FEET)
1 inch =200 ft.

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

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

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

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

9-09-2019

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

PROJ. NO. 16064

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.

9-09-2019

PLAT OF SURVEY
EASEMENTS

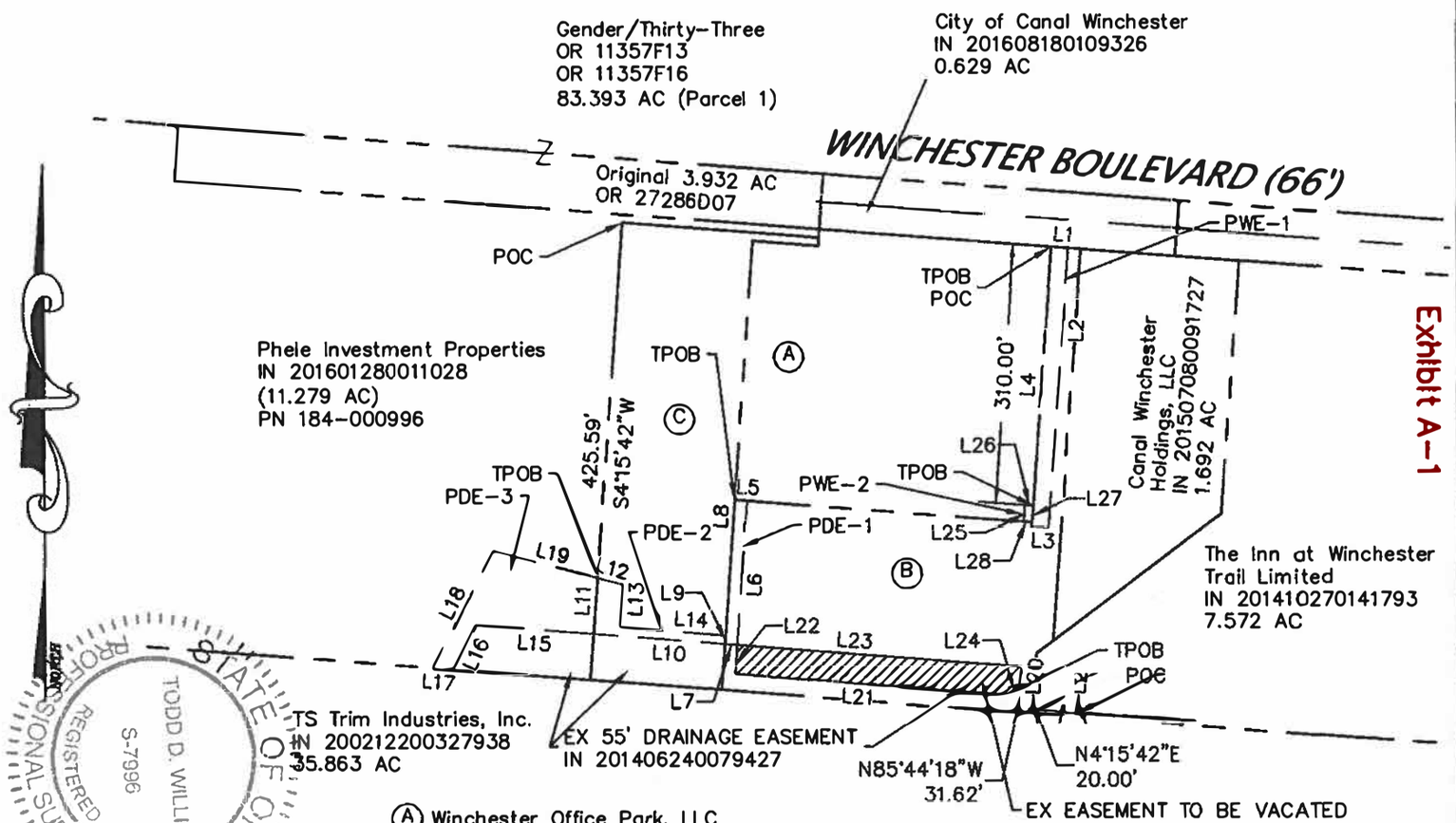
SITUATED IN SECTION 25, TOWNSHIP 11, RANGE 21, BUCKINGHAM'S SURVEY OF THE CONGRESS LANDS
CITY OF CANAL WINCHESTER, COUNTY OF FRANKLIN, STATE OF OHIO

PWE – PUBLIC WATERLINE EASEMENT

PDE – PRIVATE DRAINAGE EASEMENT

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



STATE OF OHIO
TODD D. WILLIS
S-7996
REGISTERED
PROFESSIONAL SURVEYOR

BAR SCALE

0 100 200 400

(IN FEET)
1 inch =200 ft.

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

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

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

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

9-09-2019

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

PROJ. NO. 16064

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

CANAL WINCHESTER
Established 1828

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

THE VILLAGES AT WESTCHESTER
SECTION 13, PHASE 2

STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER,
SECTION 36, TOWNSHIP 11, RANGE 21 CONGRESS LANDS

SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF CANAL WINCHESTER, LOCATED IN SECTION 36, TOWNSHIP 11, RANGE 21, CONGRESS LANDS, BEING A RESUBDIVISION OF ALL OF LOTS 49–55 AND 59–60, PORTIONS OF LOTS 40–43 AND 56–58, AND, PORTIONS OF MOJAVE PLACE, TAHOE PLACE, DONNER PASS DRIVE AND A 10' WALKWAY WHICH ARE NOT DEDICATED TO PUBLIC USE AND NOT YET ACCEPTED BY THE CITY OF CANAL WINCHESTER, OHIO, FOR PUBLIC USE, IN WALNUT BROOK ESTATES, OF RECORD IN PLAT BOOK 42, PAGE 25, CONTAINING 8.035 ACRES OF LAND, SAID 8.035 ACRES BEING 7.206 ACRES OUT OF A TRACT OF LAND AS DESCRIBED IN DEED TO GRAND COMMUNITIES, LLC OF RECORD IN INSTRUMENT NO. 201808020103679, BEING ALL OF A 0.829 ACRE TRACT (EXHIBIT 2) OF LAND AS DESCRIBED IN DEED TO GRAND COMMUNITIES, LLC. OF RECORD IN INSTRUMENT NO. 201808020103681, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

THE UNDERSIGNED, GRAND COMMUNITIES, LLC (F/K/A GRAND COMMUNITIES, LTD.), A KENTUCKY LIMITED LIABILITY COMPANY, BY TODD E. HUSS, PRESIDENT, OWNER OF THE LANDS PLATTED HEREIN, DULY AUTHORIZED IN THE PREMISES, DOES HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS ITS "THE VILLAGES AT WESTCHESTER, SECTION 13, PHASE 2", A SUBDIVISION CONTAINING LOTS NUMBERED 842–867 INCLUSIVE, AND DOES HEREBY ACCEPT THIS PLAT OF SAME AND DEDICATES TO PUBLIC USE, AS SUCH, ALL OR PART OF WILSON DRIVE, SHOWN HEREON AND NOT HERETOFORE DEDICATED.

EASEMENTS ARE HEREBY RESERVED IN, OVER AND UNDER AREAS DESIGNATED ON THIS PLAT AS "UTILITY EASEMENT" OR "DRAINAGE EASEMENT". EACH OF THE AFOREMENTIONED DESIGNATED EASEMENTS PERMIT THE CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL PUBLIC AND QUASI–PUBLIC UTILITIES ABOVE, BENEATH AND ON THE SURFACE OF THE GROUND AND, WHERE NECESSARY, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF SERVICE CONNECTIONS TO ALL ADJACENT LOTS AND LANDS AND FOR STORM WATER DRAINAGE. WITHIN THOSE AREAS DESIGNATED "DRAINAGE EASEMENT" ON THIS PLAT, AN ADDITIONAL EASEMENT IS HEREBY RESERVED FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING MAJOR STORM WATER DRAINAGE SWALES AND/OR OTHER STORM WATER DRAINAGE FACILITIES. NO ABOVE GRADE STRUCTURES, DAMS OR OTHER OBSTRUCTIONS TO THE FLOW OF STORM WATER RUNOFF ARE PERMITTED WITHIN DRAINAGE EASEMENT AREAS AS DELINEATED ON THIS PLAT.

IN WITNESS WHEREOF, GRAND COMMUNITIES, LLC (F/K/A GRAND COMMUNITIES, LTD.), TODD E. HUSS, PRESIDENT, HAS CAUSED THIS PLAT TO BE EXECUTED BY THIS DULY AUTHORIZED OFFICE.

THIS _____ DAY OF _____, 2019.

SIGNED AND ACKNOWLEDGED
IN THE PRESENCE OF:

GRAND COMMUNITIES, LLC
(F/K/A GRAND COMMUNITIES, LTD.)
A KENTUCKY LIMITED LIABILITY COMPANY

BY: _____

_____
TODD E. HUSS
PRESIDENT

_____

COMMONWEALTH OF KENTUCKY
COUNTY OF BOONE:

THE FOREGOING INSTRUMENT WAS SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY GRAND COMMUNITIES, LLC (F/K/A GRAND COMMUNITIES, LTD.), A KENTUCKY LIMITED LIABILITY COMPANY, BY AND THROUGH TODD E. HUSS, ITS PRESIDENT, DULY AUTHORIZED BY RESOLUTION.

MY COMMISSION EXPIRES _____.

_____

CERTIFICATION:
WE DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE ATTACHED PREMISES, PREPARED THE ATTACHED PLAT, AND THAT SAID PLAT IS CORRECT. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

_____ _____
ROBERT W. MARTIN DATE
PROFESSIONAL LAND SURVEYOR NO. 8114

APPROVED THIS _____ DAY OF _____, 2019
_____
PLANNING & ZONING ADMINISTRATOR,
CITY OF CANAL WINCHESTER

APPROVED THIS _____ DAY OF _____, 2019
_____
CHAIRMAN,
PLANNING & ZONING COMMISSION,
CITY OF CANAL WINCHESTER

APPROVED THIS _____ DAY OF _____, 2019
_____
CITY ENGINEER,
CITY OF CANAL WINCHESTER

THIS _____ DAY OF _____, 2019, BY ORDINANCE NO. _____ RIGHT–OF–WAY FOR WILSON DRIVE, HEREIN DEDICATED TO THE PUBLIC USE ARE HEREBY ACCEPTED AND APPROVED AS SUCH BY THE CITY OF CANAL WINCHESTER, OHIO.

_____
MAYOR, CITY OF CANAL WINCHESTER

_____
CLERK OF COUNCIL,
CITY OF CANAL WINCHESTER

THIS PLAT SHALL NOT BE TRANSFERRED OR RECORDED UNTIL ALL ABOVE REQUIRED SIGNATURES ARE PLACED ON THIS PLAT.

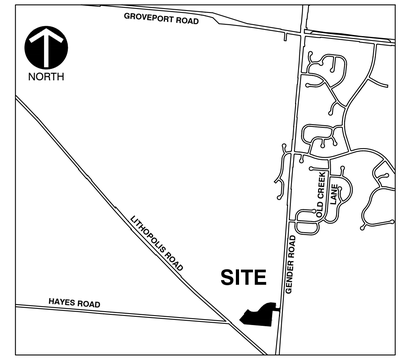
TRANSFERRED THIS _____ DAY OF _____, 2019
_____
AUDITOR, FRANKLIN COUNTY, OHIO

_____
DEPUTY AUDITOR, FRANKLIN COUNTY, OHIO

FILED FOR RECORD THIS _____ DAY OF _____, 2019
AT _____M.
FEE $_____
FILE NO. _____,
_____
RECORDER, FRANKLIN COUNTY, OHIO

RECORDED THIS _____, DAY OF _____, 2019
_____
DEPUTY RECORDER, FRANKLIN COUNTY, OHIO

PLAT BOOK _____, PAGES _____



VICINITY MAP
1"= 2000'

DEVELOPER:
GRAND COMMUNITIES, LLC
(F/K/A GRAND COMMUNITIES, LTD.)
3940 OLYMPIC BOULEVARD, SUITE 100
ERLANGER, KENTUCKY 41019
PHONE: (859)341–4709
CONTACT: TODD HUSS
EMAIL: THUSS@FISCHERHOMES.COM

ACREAGE BREAKDOWN:

TOTAL ACREAGE:	8.035 ACRES
ACREAGE IN LOTS 842–867 INCLUSIVE:	6.575 ACRES
ACREAGE IN RIGHT–OF–WAY:	1.460 ACRES
ACREAGE OUT OF PID: 184–001008:	8.035 ACRES

ZONING:
AT THE TIME OF PLATTING, THE PROPERTY BEING PLATTED HEREON IS ZONED "PLANNED UNIT DISTRICT (PUD)" – ADJOINING ZONING SHOWN ON SHEET 2.

FRONT YARD SETBACK: 30'
REAR YARD SETBACK: 30'
SIDE YARD SETBACK: 20' TOTAL SIDE YARD SETBACK WITH A MINIMUM OF 8'

BASIS OF BEARINGS:
FOR THE PURPOSE OF THIS DESCRIPTION A BEARING OF N 48°32'32" W WAS HELD ON THE CENTERLINE OF LITHOPOLIS ROAD, AND IS BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83 (2011 ADJUSTMENT). SAID BEARING WAS ESTABLISHED BY STATIC AND RTK GPS OBSERVATIONS, AND WAS DETERMINED BY USING NATIONAL GEODETIC SURVEY, OPUS–S SERVICE.

SOURCE OF DATA:
THE SOURCES OF RECORDED SURVEY DATA REFERENCED IN THE PLAN AND TEXT OF THIS PLAT ARE RECORDS OF THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

IRON PINS:
WHERE INDICATED HEREON, UNLESS OTHERWISE NOTED, ARE TO BE SET AND ARE 5/8" SOLID REBAR, THIRTY INCHES LONG WITH A YELLOW PLASTIC CAP BEARING THE INITIALS "CEC INC".

PERMANENT MARKERS:
WHERE INDICATED HEREON UNLESS OTHERWISE NOTED ARE TO BE SET AND ARE SOLID IRON PINS, 1" DIAMETER, 30" LONG WITH AN ALUMINUM CAP BEARING THE INITIALS "CEC INC".

NOTE "A":
AT THE TIME OF PLATTING, BY GRAPHIC PLOTTING ONLY, HEREBY BEING PLATTED AS "THE VILLAGES AT WESTCHESTER SECTION 13, PHASE 2", ARE IN THE FOLLOWING FLOOD ZONES: ZONE "AE", "X" AND "X" AS DESIGNATED AND DELINEATED ON THE FEMA FLOOD INSURANCE MAP FOR FRANKLIN COUNTY, OHIO, AND INCORPORATED AREAS, MAP NUMBER 39049C0454K WITH EFFECTIVE DATE OF JUNE 17, 2008.

ZONE "AE"
(THE 1% ANNUAL CHANCE FLOOD "100 YEAR FLOOD", WITH BASE FLOOD ELEVATIONS DETERMINED)
THIS AREA AFFECTS PART OF LOTS 866 AND 867.

ZONE "X"
(AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD).
THIS AREA AFFECTS PART OF LOTS 865, 866 AND 867.

ZONE "X"
(AREAS DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN)
THIS AREA AFFECTS THE REMAINING PORTIONS OF SAID "THE VILLAGES AT WESTCHESTER SECTION 13, PHASE 2".

IT IS THE INTENTION OF THE DEVELOPER OF SAID "THE VILLAGES AT WESTCHESTER SECTION 13, PHASE 2" TO APPLY TO FEMA FOR A REVISION AND/OR AMENDMENT TO SAID MAP NUMBER 39049C0454K.

NOTE "B":
AT THE TIME OF PLATTING, ELECTRIC, CABLE AND TELEPHONE SERVICE PROVIDERS HAVE NOT ISSUED INFORMATION REQUIRED SO THAT EASEMENT AREAS, IN ADDITION TO THOSE SHOWN ON THIS PLAT AS DEEMED NECESSARY BY THESE PROVIDERS FOR INSTALLATION AND MAINTENANCE OF ALL OF THEIR MAIN LINE FACILITIES, COULD CONVENIENTLY BE SHOWN ON THIS PLAT. EXISTING RECORDED EASEMENT INFORMATION ABOUT "THE VILLAGES AT WESTCHESTER SECTION 13, PHASE 2" OR ANY PART THEREOF CAN BE ACQUIRED BY A COMPETENT EXAMINATION OF THE THEN CURRENT PUBLIC RECORDS, INCLUDING THOSE IN THE RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

NOTE "C":
THE PURPOSE OF THIS PLAT IS TO SHOW CERTAIN PROPERTY, RIGHT OF WAYS, AND EASEMENT BOUNDARIES, AS OF THE TIME OF PLATTING. AT THE REQUEST OF ZONING AND PLANNING AUTHORITIES AT THE TIME OF PLATTING, THIS PLAT SHOWS SOME OF THE LIMITATIONS AND REQUIREMENTS OF THE ZONING CODE IN EFFECT ON THE DATE OF FILING THIS PLAT FOR REFERENCE ONLY. THE LIMITATIONS AND REQUIREMENTS MAY CHANGE FROM TIME TO TIME AND SHOULD BE REVIEWED TO DETERMINE THE THEN CURRENT APPLICABLE USE AND DEVELOPMENT LIMITATIONS OF THE ZONING CODE AS ADOPTED BY THE GOVERNMENT AUTHORITY HAVING JURISDICTION. THE THEN APPLICABLE ZONING CODE SHALL HAVE CONTROL OVER CONFLICTING LIMITATIONS AND REQUIREMENTS THAT MAY BE SHOWN ON THIS PLAT. THIS NOTE SHOULD NOT BE CONSTRUED AS CREATING PLAT OR SUBDIVISION RESTRICTIONS, PRIVATE USE RESTRICTIONS, COVENANTS RUNNING WITH THE LAND OR TITLE ENCUMBRANCES OF ANY NATURE, EXCEPT TO THE EXTENT SPECIFICALLY IDENTIFIED AS SUCH.

NOTE "D":
A PORTLAND CEMENT CONCRETE SIDEWALK, FOUR FEET IN WIDTH, SHALL BE CONSTRUCTED/INSTALLED BY THE BUILDER OF THE HOUSE ALONG THE STREET FRONTAGE OF EACH LOT IN "THE VILLAGES AT WESTCHESTER SECTION 13, PHASE 2". THE SIDEWALK SHALL BE LOCATED IN THE STREET RIGHT–OF–WAYS.

REVISION RECORD

NO	DATE	DESCRIPTION

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

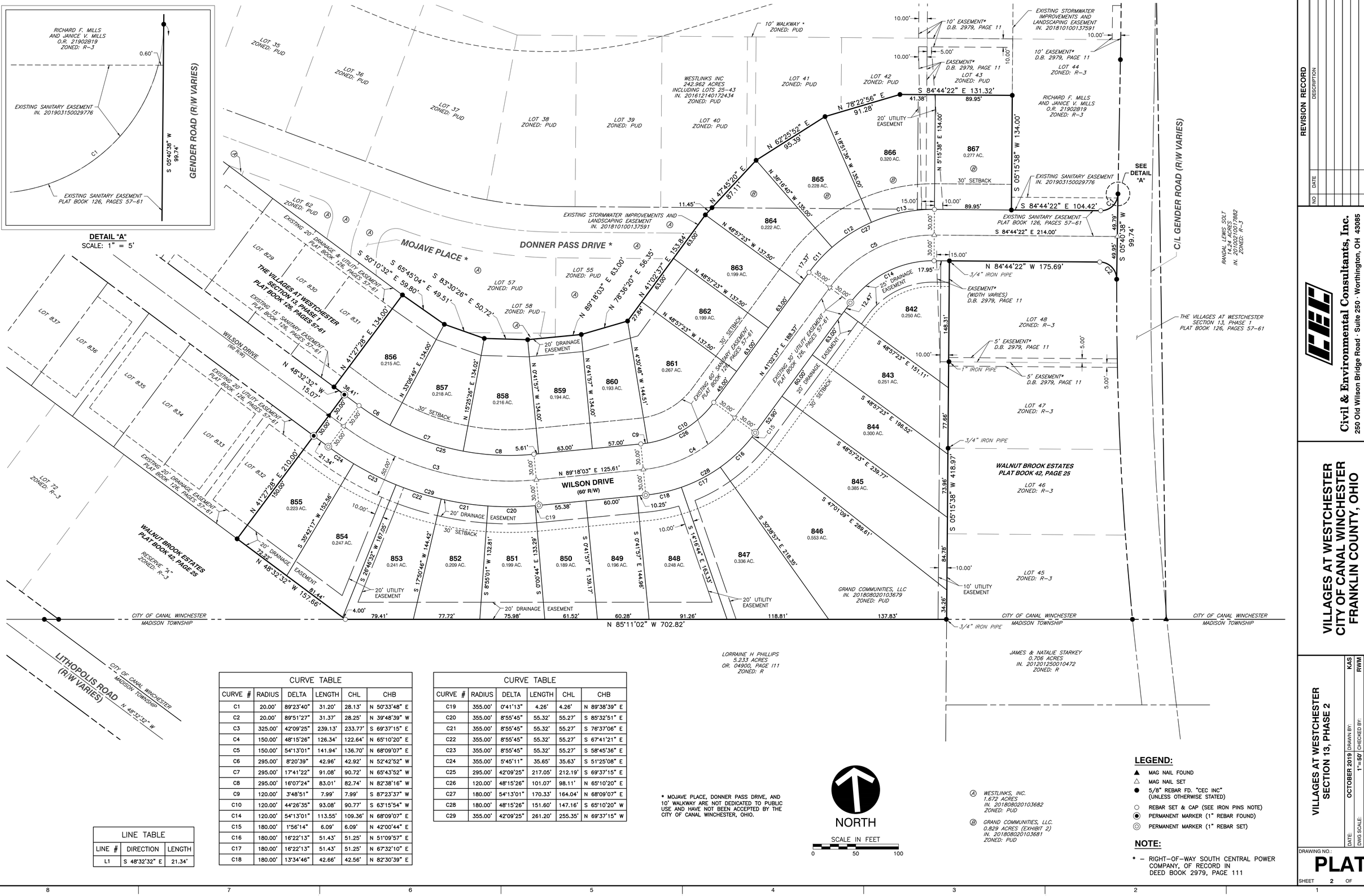
VILLAGES AT WESTCHESTER
SECTION 13, PHASE 2

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

DRAWING NO.:
PLAT
SHEET 1 OF 3

P:\2017\173-793_Survey\Dwg\173793-SV01-Plat 13-2.dwg[COVER] LS(10/17/2019 - kasmith) - LP: 10/17/2019 8:49 AM

DETAIL "A"
SCALE: 1" = 5'



CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	20.00'	89°23'40"	31.20'	28.13'	N 50°33'48" E
C2	20.00'	89°51'27"	31.37'	28.25'	N 39°48'39" W
C3	325.00'	42°09'25"	239.13'	233.77'	S 69°37'15" E
C4	150.00'	48°15'26"	126.34'	122.64'	N 65°10'20" E
C5	150.00'	54°13'01"	141.94'	136.70'	N 68°09'07" E
C6	295.00'	8°20'39"	42.96'	42.92'	N 52°42'52" W
C7	295.00'	17°41'22"	91.08'	90.72'	N 65°43'52" W
C8	295.00'	16°07'24"	83.01'	82.74'	N 82°38'16" W
C9	120.00'	3°48'51"	7.99'	7.99'	S 87°23'37" W
C10	120.00'	44°26'35"	93.08'	90.77'	S 63°15'54" W
C14	120.00'	54°13'01"	113.55'	109.36'	N 68°09'07" E
C15	180.00'	1°56'14"	6.09'	6.09'	N 42°00'44" E
C16	180.00'	16°22'13"	51.43'	51.25'	N 51°09'57" E
C17	180.00'	16°22'13"	51.43'	51.25'	N 67°32'10" E
C18	180.00'	13°34'46"	42.66'	42.56'	N 82°30'39" E

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C19	355.00'	0°41'13"	4.26'	4.26'	N 89°38'39" E
C20	355.00'	8°55'45"	55.32'	55.27'	S 85°32'51" E
C21	355.00'	8°55'45"	55.32'	55.27'	S 76°37'06" E
C22	355.00'	8°55'45"	55.32'	55.27'	S 67°41'21" E
C23	355.00'	8°55'45"	55.32'	55.27'	S 58°45'36" E
C24	355.00'	5°45'11"	35.65'	35.63'	S 51°25'08" E
C25	295.00'	42°09'25"	217.05'	212.19'	S 69°37'15" E
C26	120.00'	48°15'26"	101.07'	98.11'	N 65°10'20" E
C27	180.00'	54°13'01"	170.33'	164.04'	N 68°09'07" E
C28	180.00'	48°15'26"	151.60'	147.16'	S 65°10'20" W
C29	355.00'	42°09'25"	261.20'	255.35'	N 69°37'15" W

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S 48°32'32" E	21.34'

* MOJAVE 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.

NORTH
SCALE IN FEET
0 50 100

Ⓐ *WESTLINKS, INC. 1.672 ACRES IN. 201808020103682 ZONED: PUD*

Ⓑ *GRAND COMMUNITIES, LLC. 0.829 ACRES (EXHIBIT 2) IN. 201808020103681 ZONED: PUD*

LEGEND:

- ▲ MAG NAIL FOUND
- △ MAG NAIL SET
- ● 5/8" REBAR FD. "CEC INC" (UNLESS OTHERWISE STATED)
- ○ REBAR SET & CAP (SEE IRON PINS NOTE)
- ◉ PERMANENT MARKER (1" REBAR FOUND)
- ◎ PERMANENT MARKER (1" REBAR SET)

NOTE:

* – RIGHT-OF-WAY SOUTH CENTRAL POWER COMPANY, OF RECORD IN DEED BOOK 2979, PAGE 111

REVISION RECORD		
NO	DATE	DESCRIPTION

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 2 OF 3

P:\2017\173-793_Survey\Dwg\173793-SV01-Plat 13-2.dwg[SHEET-1] LS(10/17/2019 - kasmith) - LP: 10/17/2019 8:49 AM

FLOOD ZONE AREAS & EXHIBIT FOR RELEASE OF EXISTING EASEMENTS

NORTH

SCALE IN FEET
0 50 100

LOT 32 ZONED: PUD
LOT 33 ZONED: PUD
LOT 34 ZONED: PUD
LOT 35 ZONED: PUD
LOT 36 ZONED: PUD
LOT 37 ZONED: PUD
LOT 38 ZONED: PUD
LOT 39 ZONED: PUD
LOT 40 ZONED: PUD
LOT 41 ZONED: PUD
LOT 42 ZONED: PUD
LOT 43 ZONED: PUD
LOT 44 ZONED: R-3
LOT 45 ZONED: R-3
LOT 46 ZONED: R-3
LOT 47 ZONED: R-3
LOT 48 ZONED: R-3
LOT 49 ZONED: PUD
LOT 50 ZONED: PUD
LOT 51 ZONED: PUD
LOT 52 ZONED: PUD
LOT 53 ZONED: PUD
LOT 54 ZONED: PUD
LOT 55 ZONED: PUD
LOT 56 ZONED: PUD
LOT 57 ZONED: PUD
LOT 58 ZONED: PUD
LOT 59 ZONED: PUD
LOT 60 ZONED: PUD
LOT 61 ZONED: PUD
LOT 62 ZONED: PUD
LOT 823
LOT 824
LOT 825
LOT 826
LOT 827
LOT 828
LOT 829
LOT 830
LOT 831
LOT 832
LOT 833
LOT 834
LOT 835
LOT 836
LOT 837
LOT 838
RESERVE "A" ZONED: R-3
LOT 72 ZONED: R-3

ZONE: X
ZONE: AE
ZONE: X
ZONE: AE
ZONE: X
ZONE: AE
ZONE: X
ZONE: X
ZONE: X
ZONE: X
ZONE: X
ZONE: AE

10' WALKWAY * ZONED: PUD

DONNER PASS DRIVE *

MOJAVE PLACE *

TAHOE PLACE *

WILSON DRIVE (60' R/W)

C/L GENDER ROAD (R/W VARIES)

LITHOPOLIS ROAD (R/W VARIES)
N 48°32'32" W

THE VILLAGES AT WESTCHESTER SECTION 13, PHASE 1 PLAT BOOK 126, PAGES 57-61

WALNUT BROOK ESTATES PLAT BOOK 42, PAGE 25

WALNUT BROOK ESTATES PLAT BOOK 42, PAGE 25

CITY OF CANAL WINCHESTER
MADISON TOWNSHIP

"CITY OF CANAL WINCHESTER MADISON TOWNSHIP"

5' EASEMENT P.B. 42, PAGE 25
10' EASEMENT P.B. 42, PAGE 25
EASEMENT P.B. 42, PAGE 25

* 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.

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.

REVISION RECORD

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

P:\2017\173-793\~Survey\Dwg\173793~SW01~Plat 13-2.dwg[SHEET~3] LS(10/17/2019 ~ kasmith) ~ 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 is hereby declared an emergency measure, necessary for the preservation of public health, safety and welfare, such emergency arising from the character of council's action being an administrative, non-referendable act and the immediate need to commence construction activities prior to the onset of winter; wherefore, this ordinance shall take effect and be in force from and after its passage.

DATE PASSED _____

_____
PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

_____
MAYOR

_____
DATE APPROVED

APPROVED AS TO FORM:

_____
LEGAL COUNSEL

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

_____
CLERK OF COUNCIL

CANAL WINCHESTER
Established 1828

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 Meijer

Address 2350 3 Mile Rd, Grand Rapids MI 49544

Daytime Phone (616) 791-3909 Email matt.levitt@meijer.com

APPLICANT

Name Brexton Construction

Address 1123 Goodale Blvd Suite 500 Columbus OH 43212

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

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

Tax Parcel ID 0420389000 Current Zoning PID 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 for Buyer 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
Approved: ___ Yes
___ Yes, with conditions

Expiration Date: ___/___/_____

Tracking Number: PDP - _____

J & J Surveying Services, Inc.

7905 E. Main St.
Unit 104
Reynoldsburg, Oh. 43068

Phone 614-866-9158
John.Wetherill@jjsurveyingohio.com
John7811@ameritech.net

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 ¾" 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 Octobery 2019.

_____

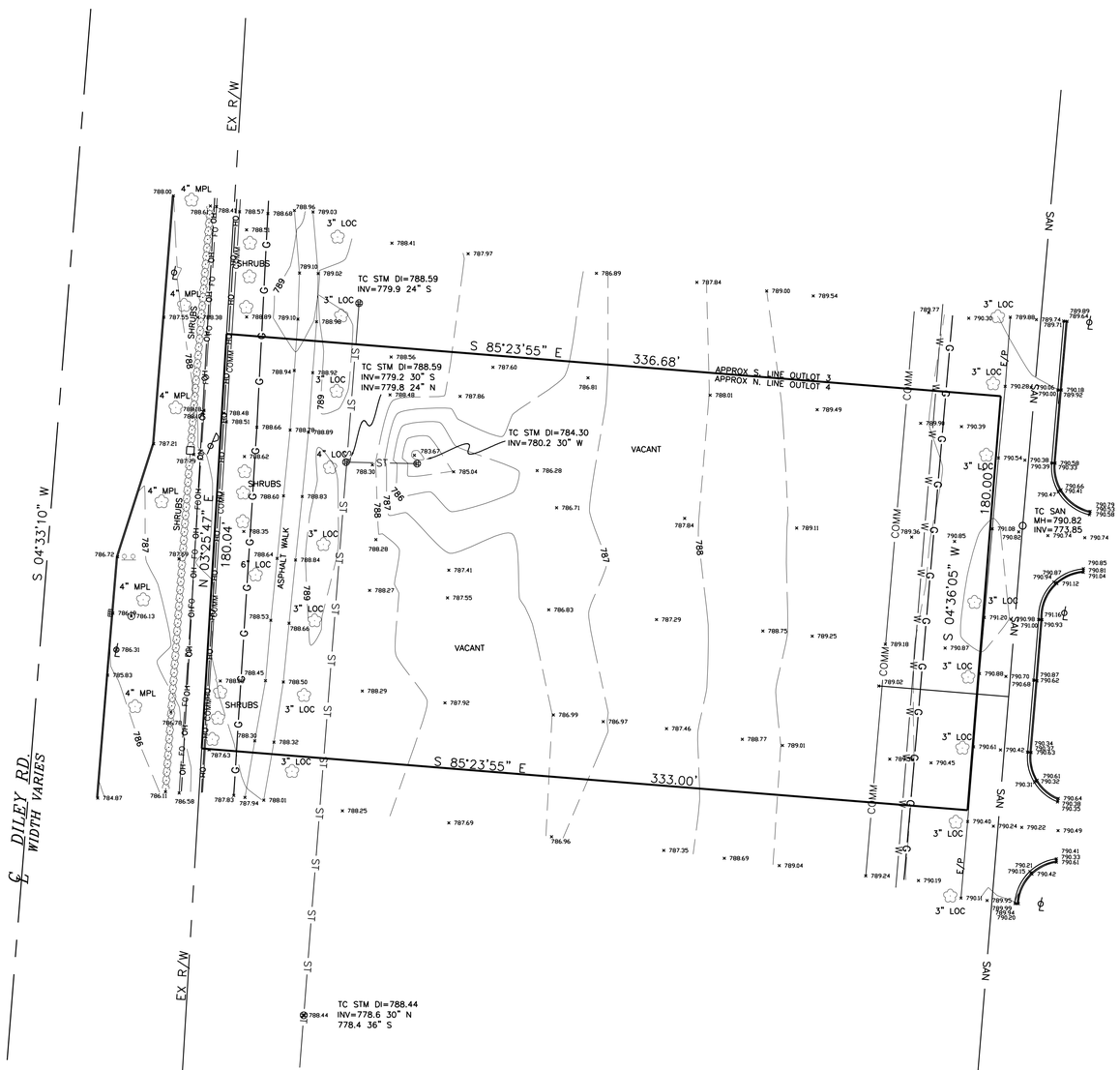
John W. Wetherill P.S. 7811 Date

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

0' 30' 60' 90' 120'

GRAPHIC SCALE
1" = 30'

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 24.759 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
—L—	Lot Lines
—P—	Property Lines
—℄—	Centerline
SAN	Sanitary Sewer
ST	Storm Sewer
W	Water Main
G	Gas Main
UGE	Underground Lines
OH	Overhead Lines
E	Electric Lines
UGT	Telephone Lines
UGC	Cable TV Lines
A	All Overhead Utilities
FO	Fiber Optic Line
	Ditch Line
MH	Man Hole
SI	Storm Inlet
CI	Curb Inlet
DI	Drop Inlet
ø	Diameter
CO	Clean Out
DSD	Downspout Drain
	Fire Hydrant
GV	Valve Box
GM	Gas Meter
GV	Gas Valve
WM	Water Meter
WV	Water Valve
EM	Electric Meter
	Utility Pole
	Guy Wire
	Pole Numbers
	Gas Line Marker
	Light Pole
	Yard or Flood Light
T	Telephone Closure
E	Electric Closure
C	Cable Television Closure
	Traffic Signal Pole
	Bollard
	Utility Pull Box
	Handicap
	Fence
	Sign
CONC	Concrete
	Evergreen Tree
	Deciduous Tree
	Stone Found
	Monument Box
	Iron Pin Set
	Iron Pin Found
	MAG Nail Set
	Railroad Spike Found
DV	Deed Volume
OR	Official Record
INST#	Instrument Number
IPF	Iron Pin Found
IøF	Iron Pipe Found
RRSF	Railroad Spike Found
MNS	Mag Nail Set
MNF	Mag Nail Found
DHS	Drill Hole Set
(D)	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"

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 43° 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 KNOW AS NAD83 (2011 ADJUSTMENT).

EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, 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 #1CHISLED "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

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

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

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

STATE OF OHIO
JOHN W. WETHERILL
7811
REGISTERED PROFESSIONAL SURVEYOR

REVISIONS	BY	DATE

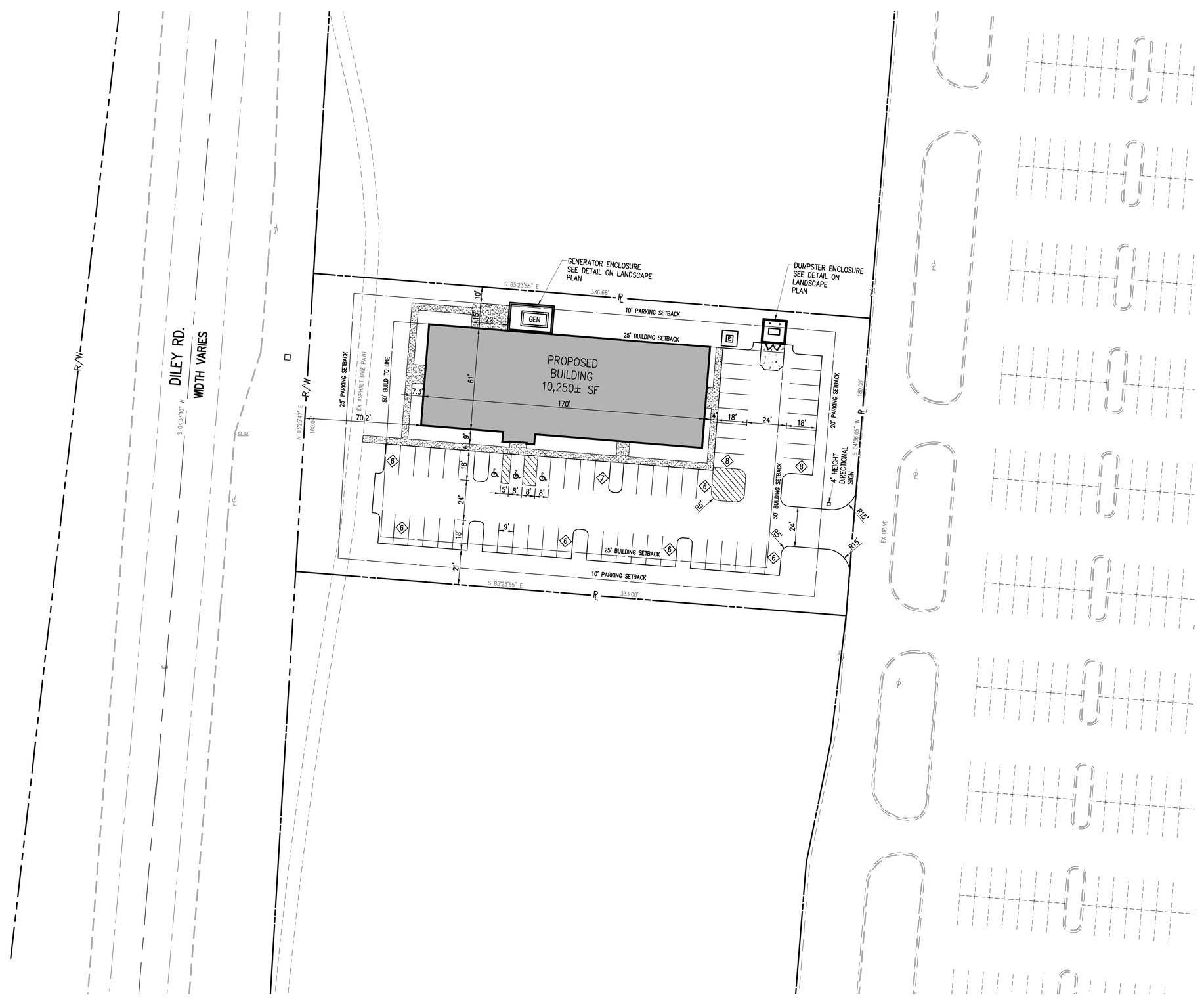
SCALE 1" = 30'
DATE 10/10/19
DRN JWW
CKD JWW
APVD JWW

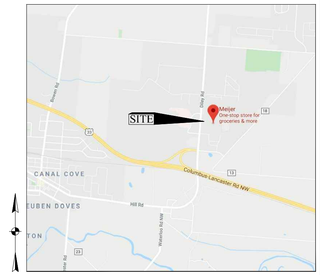
TOPOGRAPHIC SURVEY OF A PART OF OUTLOT 4 MEIJER DR., CANAL WINCHESTER, OHIO

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

© 2019 J. & J. SURVEYING SERVICES, INC.

JOB NUMBER
19-070





LOCATION MAP

NOT TO SCALE

ENGINEER

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

DEVELOPER

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%

GREEEN SPACE: 44.93%

IMPERVIOUS SPACE: 55.07%

SITE PLAN NOTES

1. ALL PAVEMENT MARKINGS, SIGNS AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO AASHTO AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. 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.

STATE OF OHIO
STEVEN E. FOX, JR.
E-70758
REGISTERED PROFESSIONAL ENGINEER

GRAPHIC SCALE
0 15 30 60
1 INCH = 30 FEET

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

TECHNICAL SKILL. CREATIVE SPIRIT.
Mannik Smith GROUP
www.MannikSmithGroup.com

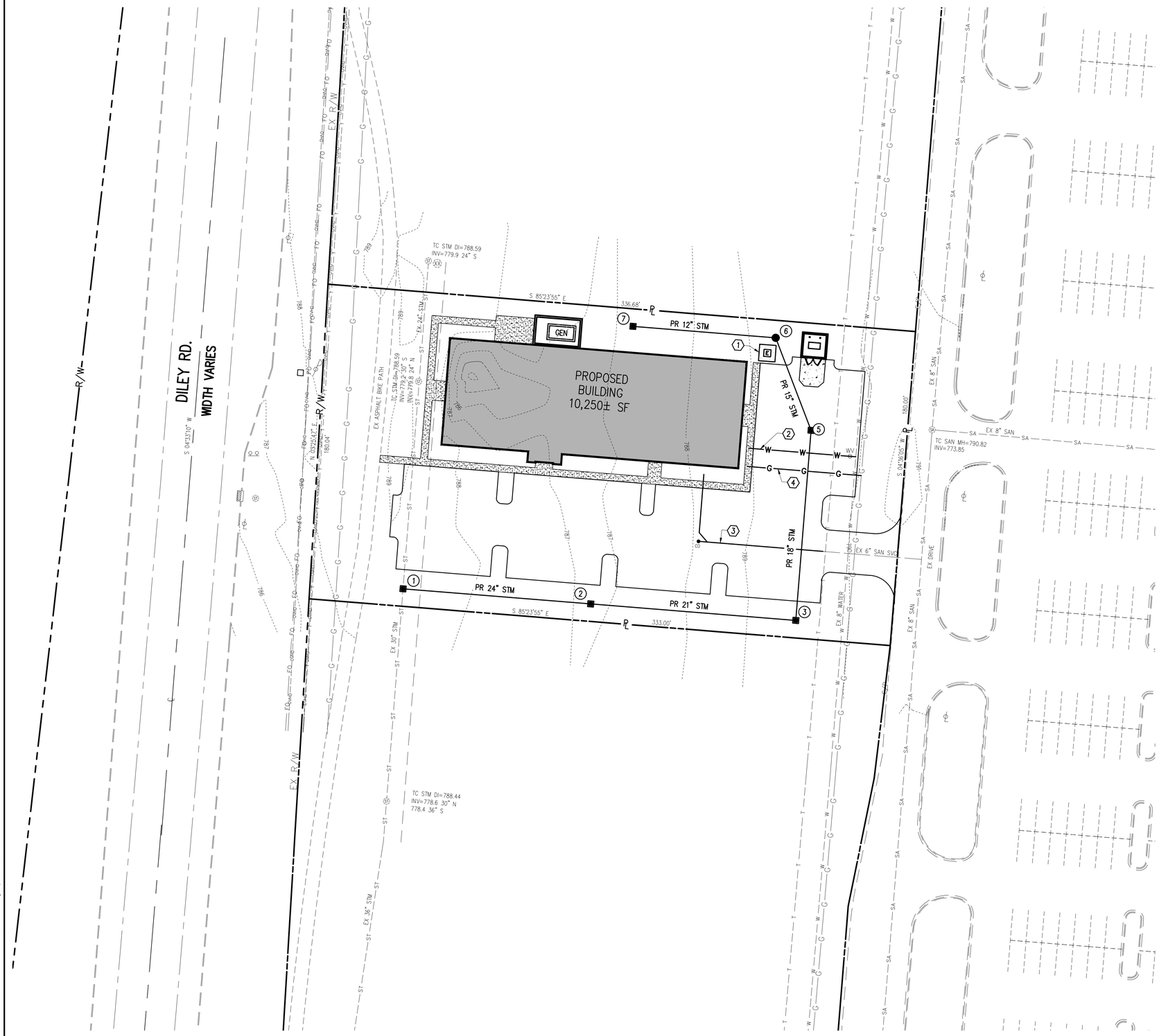
PREPARED FOR:
BREXTON, LLC
1123 GOODALE BLVD
GRANDVIEW HEIGHTS, OHIO 43212

SITE IMPROVEMENTS PLAN
MEIJER OUTPARCEL
CANAL WINCHESTER, OHIO

PRELIMINARY SITE PLAN

1

L:\Projects\Projects A-E\2240022\CAD\ZONING PLAN\OP190187 ZONING SITE PLAN.dwg,set printed 10/21/2019 11:19 AM



LEGEND

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

KEYED NOTES

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

ABBREVIATIONS

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

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.

STATE OF OHIO
STEVEN E. FOX, JR.
E-70756
REGISTERED PROFESSIONAL ENGINEER

GRAPHIC SCALE
0 15 30 60
1 INCH = 30 FEET

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

Mannik Smith GROUP
TECHNICAL SKILL. CREATIVE SPIRIT.
www.MannikSmithGroup.com

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

SITE IMPROVEMENTS PLAN
MEIJER OUTPARCEL
CANAL WINCHESTER, OHIO

PRELIMINARY NOT FOR CONSTRUCTION

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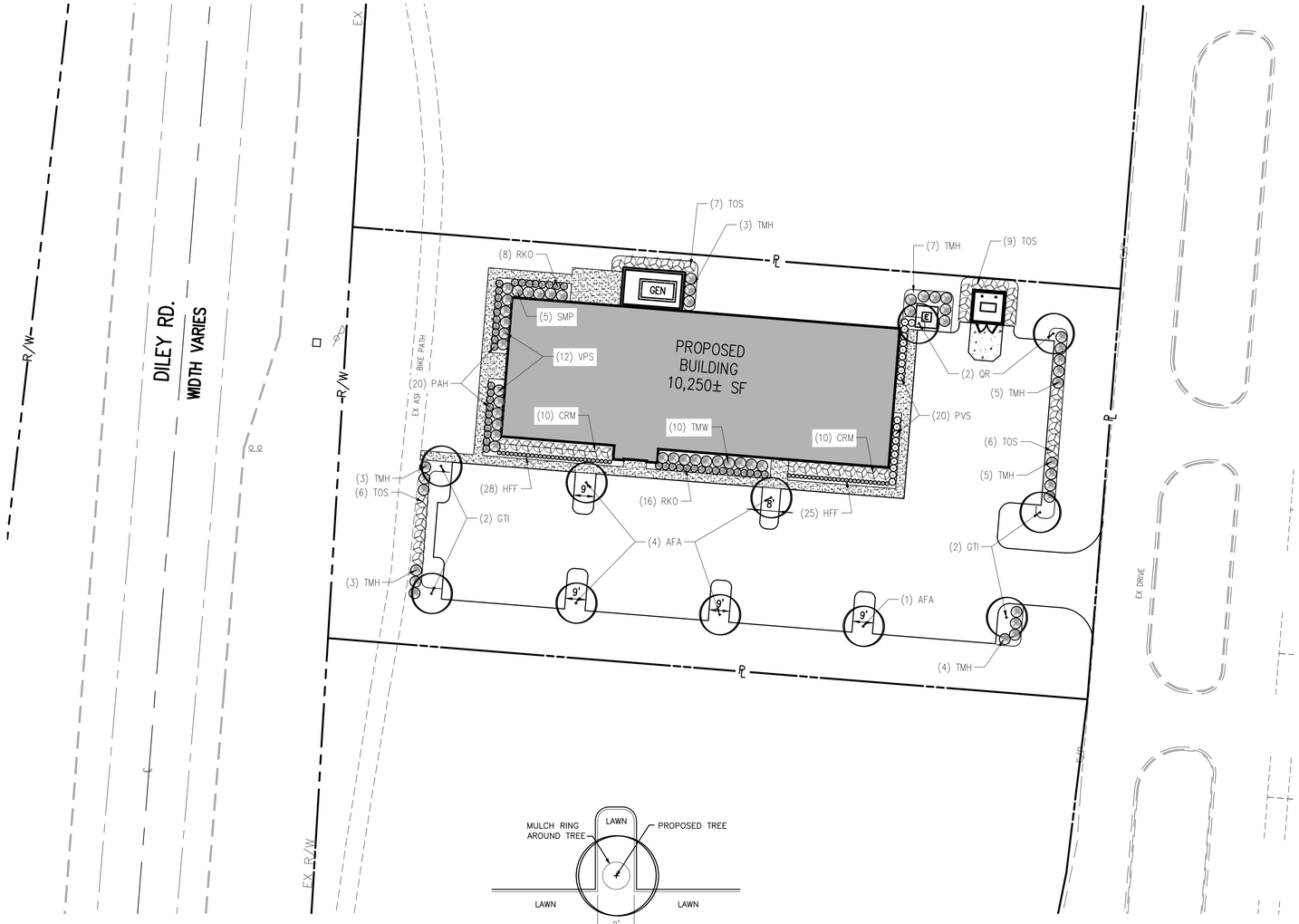

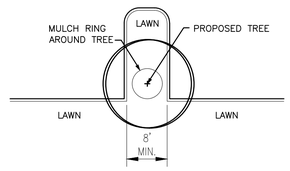

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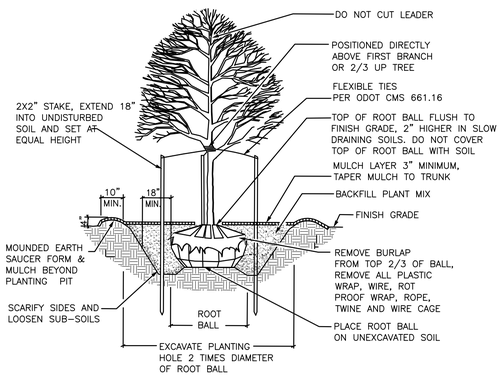

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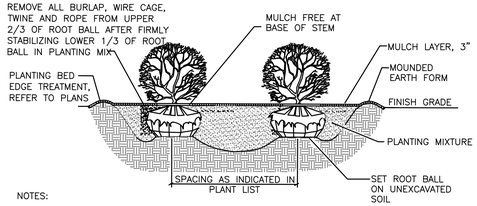


NOTES:

ALL SHRUBS PLANTED IN ROWS OR MASSES SHALL BE MATCHED IN SIZE AND FORM.

SHRUBS SHALL BEAR SAME RELATION TO FINISH GRADE AS THEY BORE TO EXISTING GRADE IN THE PREVIOUSLY PLANTED CONDITION.

MASS S□R□□ P□A□TI□□ D□TAI□ □□□□ OR CO□TAI□□R□

NO SCALE

□□□□RA□ □A□DSCAP□ P□A□TI□□ □OT□S

1. THE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANTS AND VEGETATION PROPOSED ON THE LANDSCAPING 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.

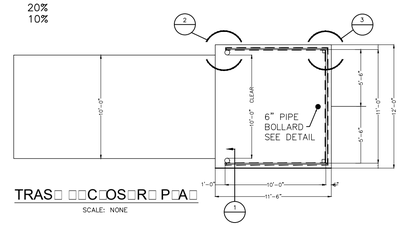
8. PERIOD OF ESTABLISHMENT. BEFORE FINAL INSPECTION, PLACE ALL PLANTS AND CARE FOR THEM FOR A PERIOD OF ESTABLISHMENT. THE PERIOD OF ESTABLISHMENT BEGINS IMMEDIATELY UPON COMPLETION OF THE PLANTING OPERATIONS AND CONTINUES UNTIL OCTOBER 1. THE MINIMUM PERIOD OF ESTABLISHMENT IS ONE GROWING SEASON, JUNE 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%



TRAS□ □□C□OS□R□ P□A□

SCALE: NONE

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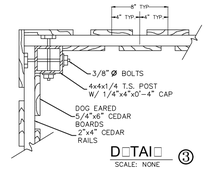
TREES

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 FURTUNEII '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 'SMARAGD'	AMERICAN ARBORVITAE	5 GALLON	CONTAINER, EVERGREEN
VPS	12	VIBURNUM PLICATUM 'SUMMER SNOWFLAKE'	SUMMER SNOWFLAKE VIBURNUM	5 GALLON	CONTAINER, DECIDUOUS



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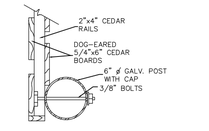

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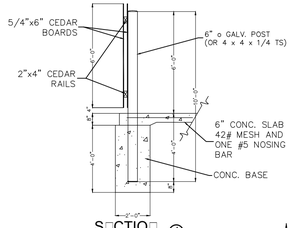

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SCALE: NONE

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PR SITE DECIDUOUS TREE

PR SHRUB

PR PERENNIAL

EX TREE

TRAS□□□□RATOR □□C□OS□R□ D□TAI□

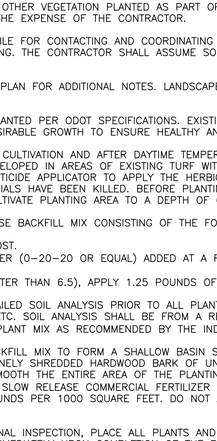
GRAPHIC SCALE

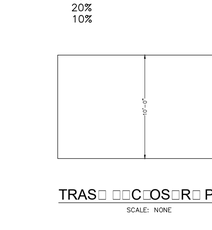
0 15 30 60

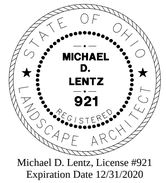
1 INCH = 30 FEET

□A□DSCAP□ R□□□IR□M□□TS

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 10,350 SF GROUNDPRINT = 310 SF LANDSCAPE AREA = 11 TREES	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







Michael D. Lentz, License #921
Expiration Date 12/31/2020

1160 DUBLIN ROAD
SUITE 100
COLUMBUS, OH 43215
TEL: 614.441.4222
FAX: 888.488.7340

NO.	DATE	BY	DESCRIPTION

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SITE IMPROVEMENTS PLAN
MEIJER OUTPARCEL
CANAL WINCHESTER, OHIO

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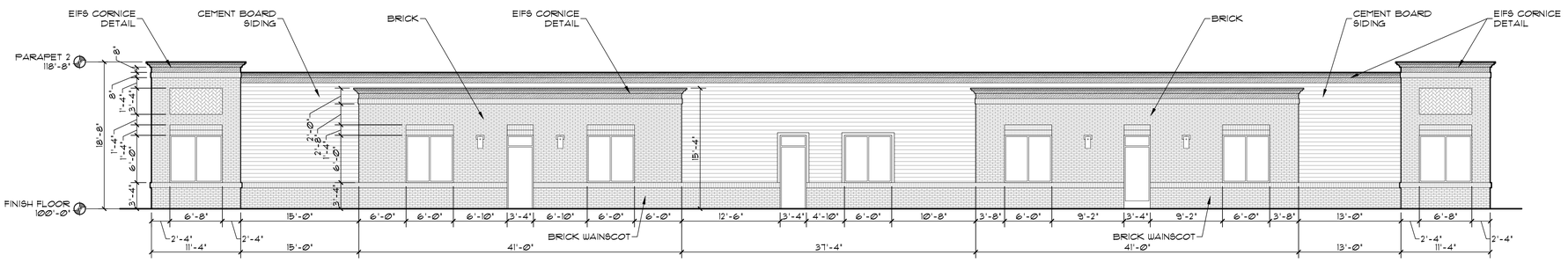
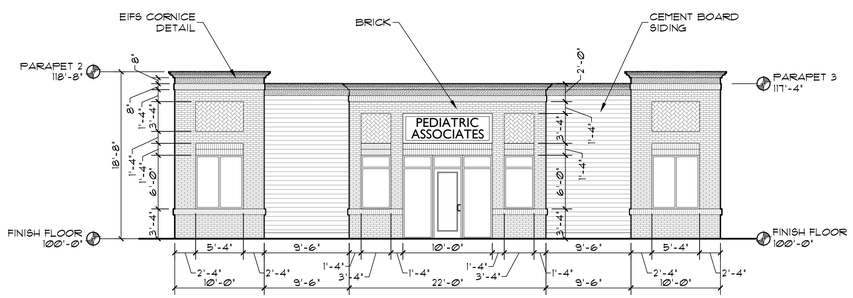
ELEVATION DATA

ELEVATION:	TOTAL ELEVATION AREA:	MASONRY AREA / PERCENTAGE	GLASS AREA / PERCENTAGE
FRONT ELEVATION:	3,096 SF	1,865 SF / 60.2 %	372 SF / 27.4 % (BETWEEN 2' AND 10')
REAR ELEVATION:	2,877 SF	1,789 SF / 60.1 %	260 SF / 19.1 % (BETWEEN 2' AND 10')
DILEY ROAD SIDE ELEVATION:	1,084 SF	699 SF / 64.5 %	197 SF / 40.4 % (BETWEEN 2' AND 10')
MEIJER SIDE ELEVATION:	1,140 SF	754 SF / 66.1 %	173 SF / 35.5 % (BETWEEN 2' AND 10')



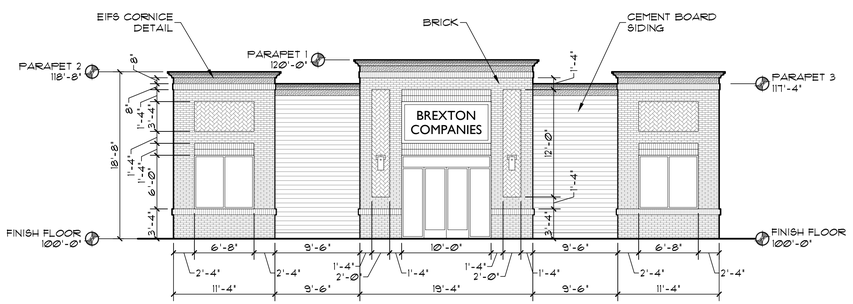
D EXTERIOR ELEVATION - REAR

SCALE: 1/8" = 1'-0"



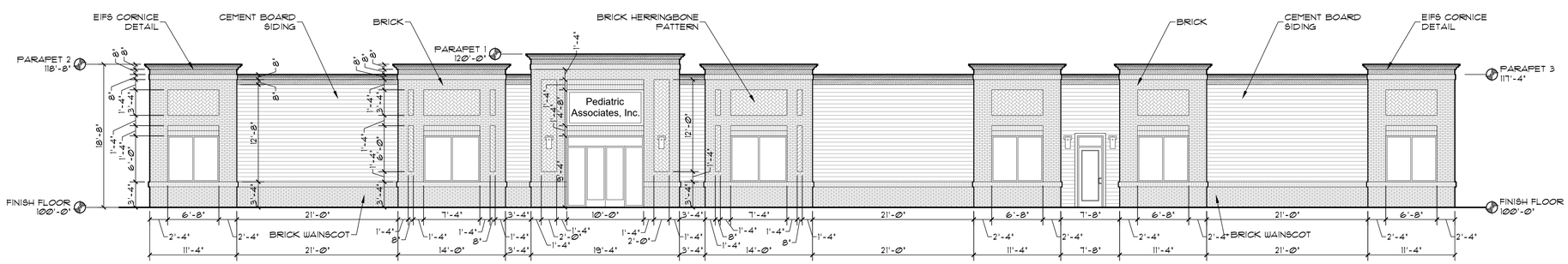
C EXTERIOR ELEVATION - DILEY ROAD SIDE

SCALE: 1/8" = 1'-0"



B EXTERIOR ELEVATION - MEIJER SIDE

SCALE: 1/8" = 1'-0"



A EXTERIOR ELEVATION - FRONT

SCALE: 1/8" = 1'-0"

NEW AVENUE
architects • engineers

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CLIENT REVIEW SET

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

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

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

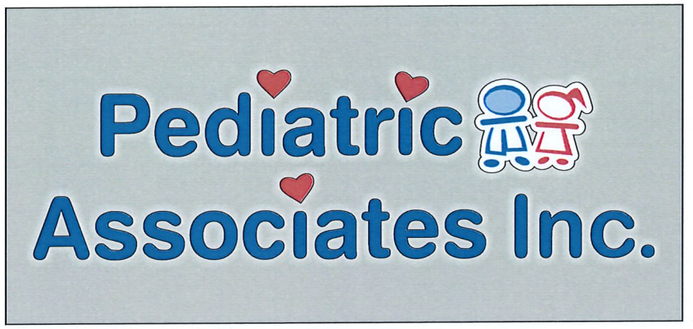
LETTER FACES & RETURNS - BLUE, PMS #2383

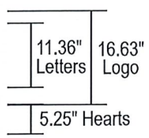
BOY LOGO ELEMENT - BLUE, PMS #2383 AND LIGHT BLUE, PMS #658

HEARTS & GIRL LOGO ELEMENT - PINK, PMS #2031

LOGO CLOUD RETURNS - BLUE, PMS #2383

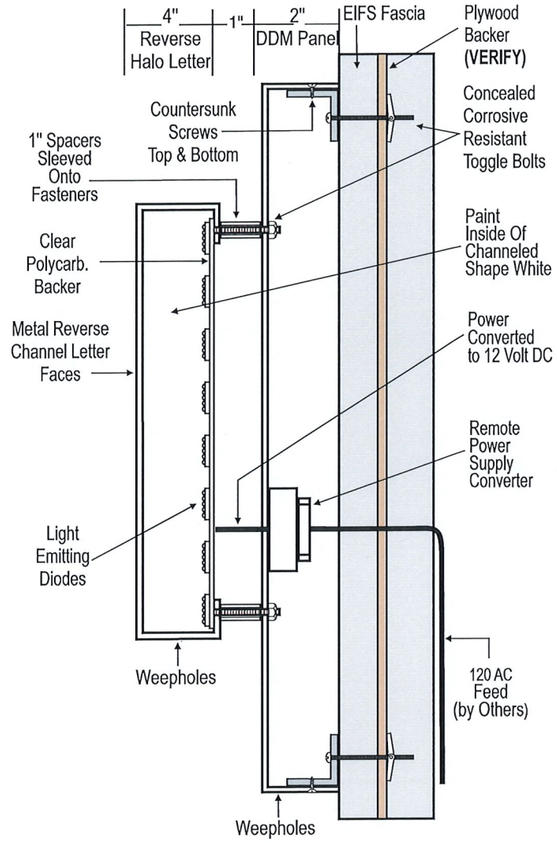
HALO ILLUMINATION - SOFT WHITE

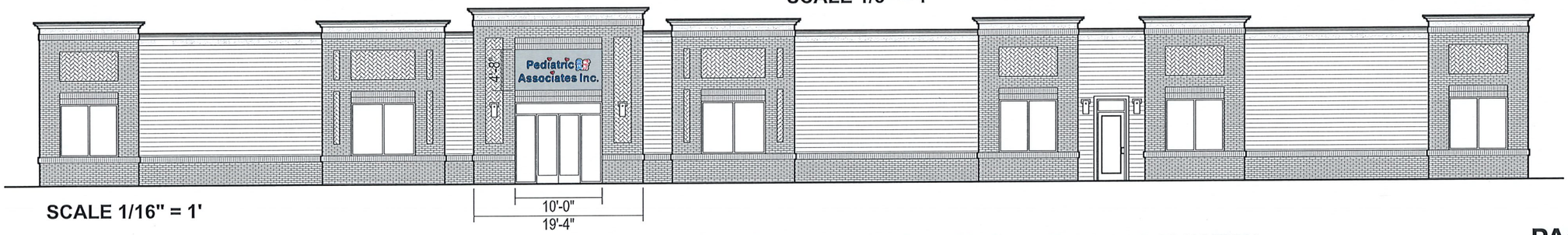




Sign Area not to Exceed 100sqft

SCALE 1/8" = 1'





SCALE 1/16" = 1'

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

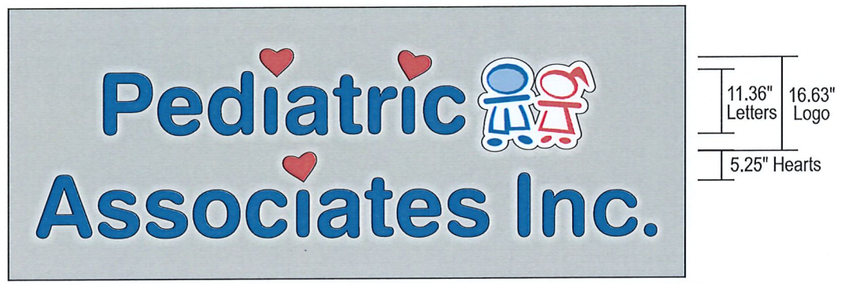
SALES *BMS*
DESIGN *RAF*
SIZE *14*

DATE *10-21-19*
SCALE *Noted*
PROJECT# *196*

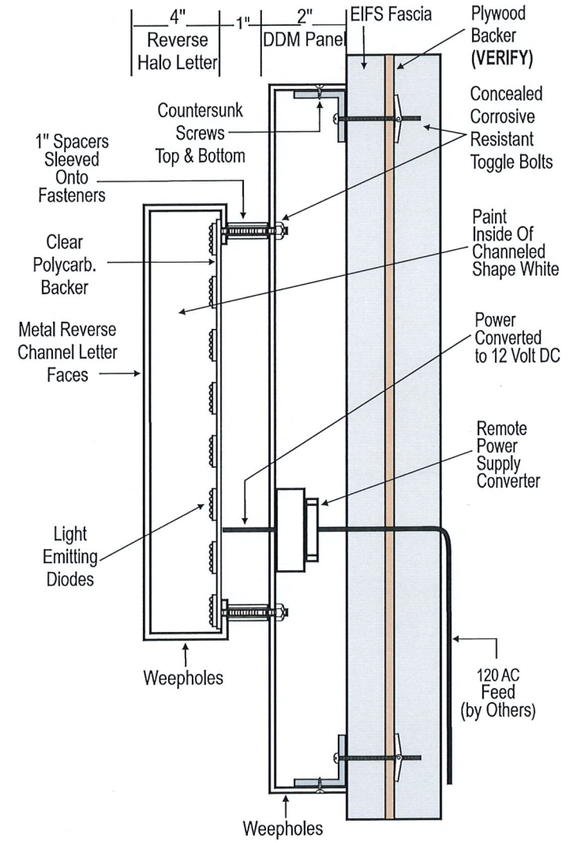
Diley Road Elevation

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'

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*

PEDIATRIC ASSOCIATES
PEDIATRIC ASSOCIATES

PHOTOMETRIC SITE PLAN

SCALE: 1"=20'-0"

Schedule

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

PROJECT NAME:

FIXTURE TYPE:

HOUSING
Upper housing is heavy gauge cast aluminum (DSDP25) or 0.125" thick cast 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. Trulevel 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 (LED's) 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 0° - 50°; one from 50° - 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 V-SQ 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.)

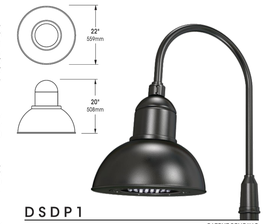
LED EMITTERS
High output LED's are utilized with drive currents ranging from 350mA to 1050mA. 70CRI Minimum. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

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.

DSDP25

PATENT PENDING



DSDP1

PATENT PENDING

2018334

U.S. Architectural Lighting — 660 West Avenue O, Palmdale, CA 93551, Phone (661) 203-8000, Fax (661) 203-2001, www.usalitg.com

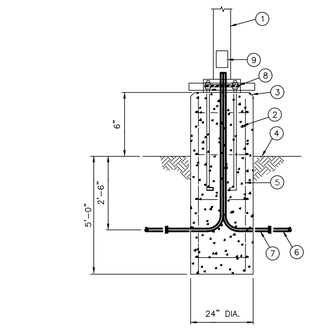
U.S. ARCHITECTURAL LIGHTING

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



1. SEE FIXTURE SCHEDULE FOR POLE AND FIXTURE ASSEMBLY.
2. ANCHOR BOLTS BY POLE SUPPLIER, WELD TO REBARS
3. CHAMFERED EDGE
4. FINISH GRADE, COMPACT TO 95%.
5. #4 REINFORCING BARS VERTICALLY ON #3 STIRRUPS AT 18" O.C.
6. PVC CONDUIT, SCHEDULE 40.
7. RIGID GALVANIZED STEEL CONDUIT.
8. BASE PLATE, LEVELING NUTS, GROUT BASE.
9. HANDHOLE

SCALE: NONE

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UPPER ARLINGTON, OHIO 43220
INFO@NEW-AVENUE.NET

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CLIENT REVIEW SET

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

MEP ENGINEER:

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

Project No: 19-0152

STATE OF OHIO — JAMES VETTER E-63372 — REGISTERED PROFESSIONAL ENGINEERS

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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.
- Strom 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.

08-07-06
O-08-06F
Sponsor: Ms. Turner

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

PRESIDENT OF COUNCIL

ATTEST
Acting CLERK OF COUNCIL

MAYOR

DATE APPROVED 9-6-6

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-TREASURER

Out parcel Development Pattern Book

Canal Winchester, Ohio

December 5, 2006

Prepared For: Meijer Store Limited Partnership

Site Name: Diley Road

Prepared By:

BIRD HOUK collaborative

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.

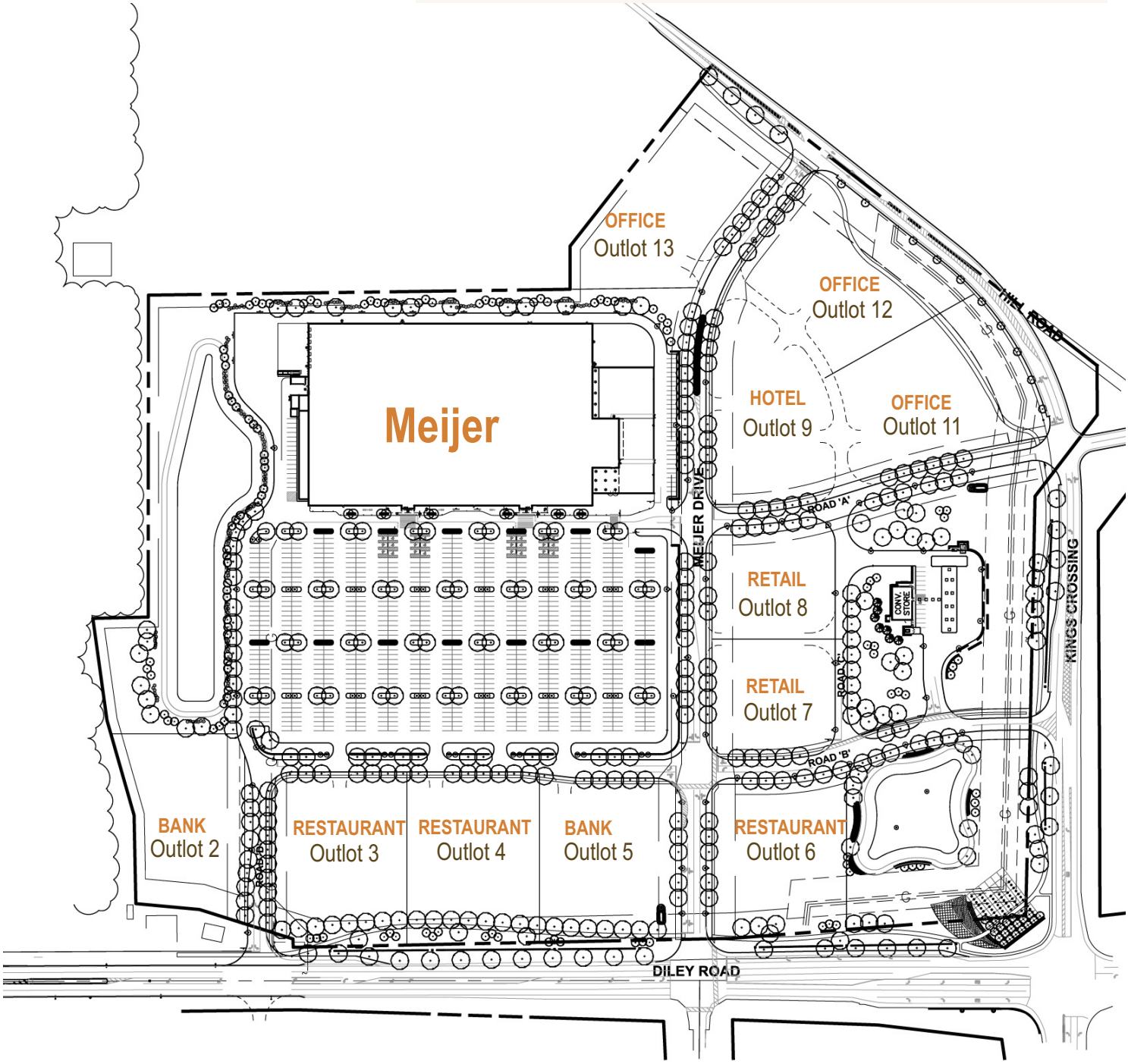
- Strengthen the pedestrian environment and provide options for safe pedestrian access throughout the development.

- 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


OFFICE
Outlot 13
OFFICE
Outlot 12
HILL ROAD
Meijer
HOTEL
Outlot 9
OFFICE
Outlot 11
MEIJER DRIVE
ROAD 'A'
RETAIL
Outlot 8
DONUT STORE
KINGS CROSSING
ROAD 'C'
RETAIL
Outlot 7
ROAD 'B'
BANK
Outlot 2
RESTAURANT
Outlot 3
RESTAURANT
Outlot 4
BANK
Outlot 5
RESTAURANT
Outlot 6
DILEY ROAD

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 systemsof 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 compatiblity 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 thoughs must have a physical mass/size visually appropiate 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 ammenity.

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 masory 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 additonal 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.

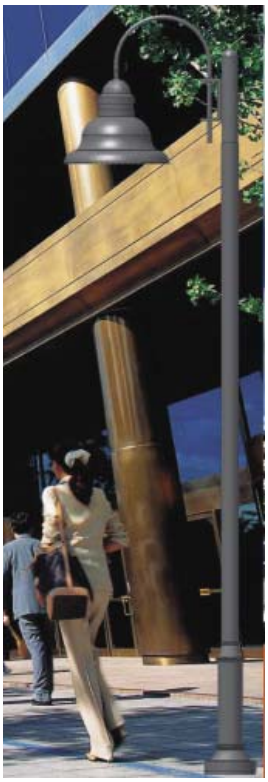
f. No landscaped area within a parking lot shall be less than 100 square feet.

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



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

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 ration, 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).

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 permited.

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 prohibibited.

l. No changeable copy signs except for gas prices

m. No outdoor storage allowed on outparcels.

CITY COUNCIL

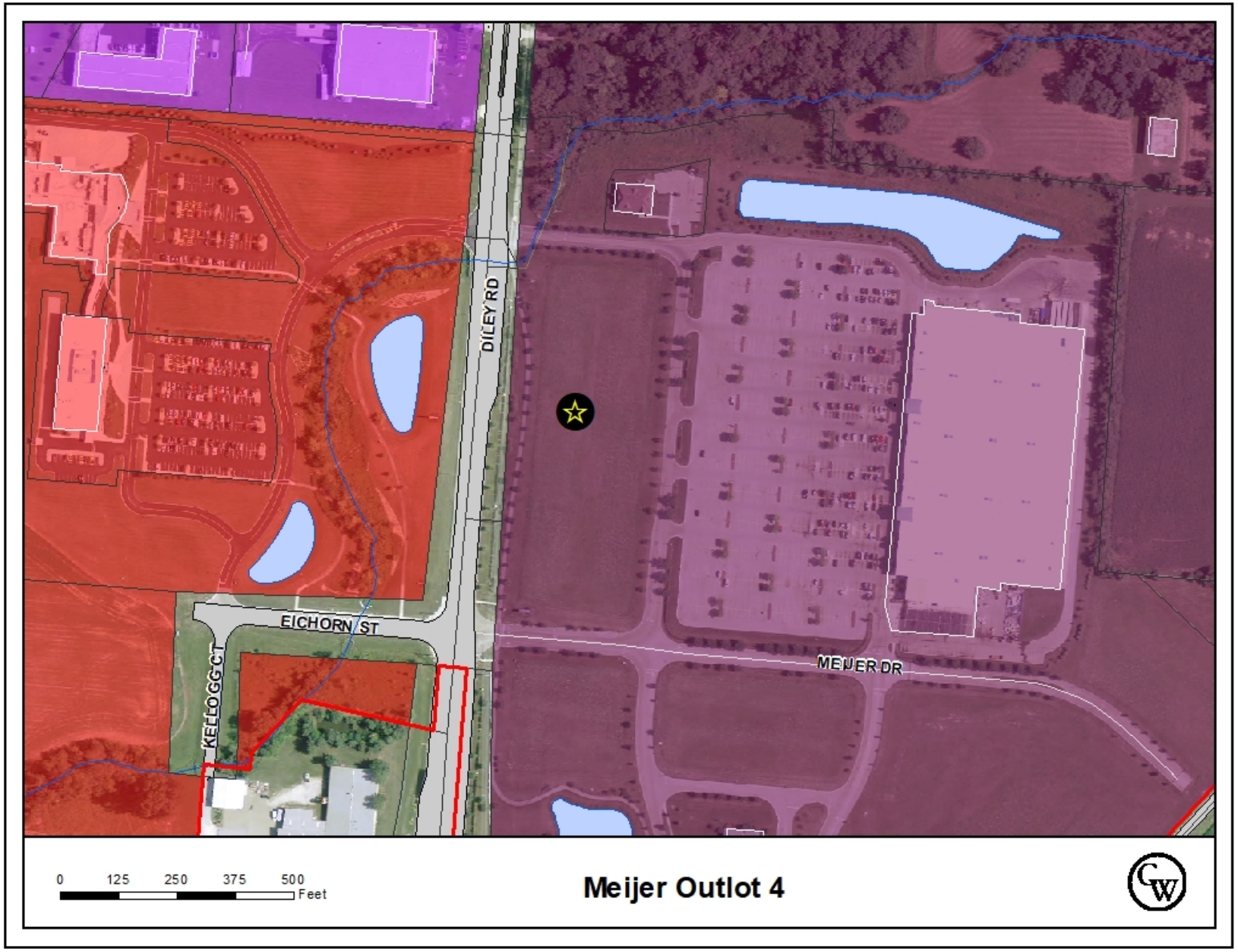
November 18, 2019

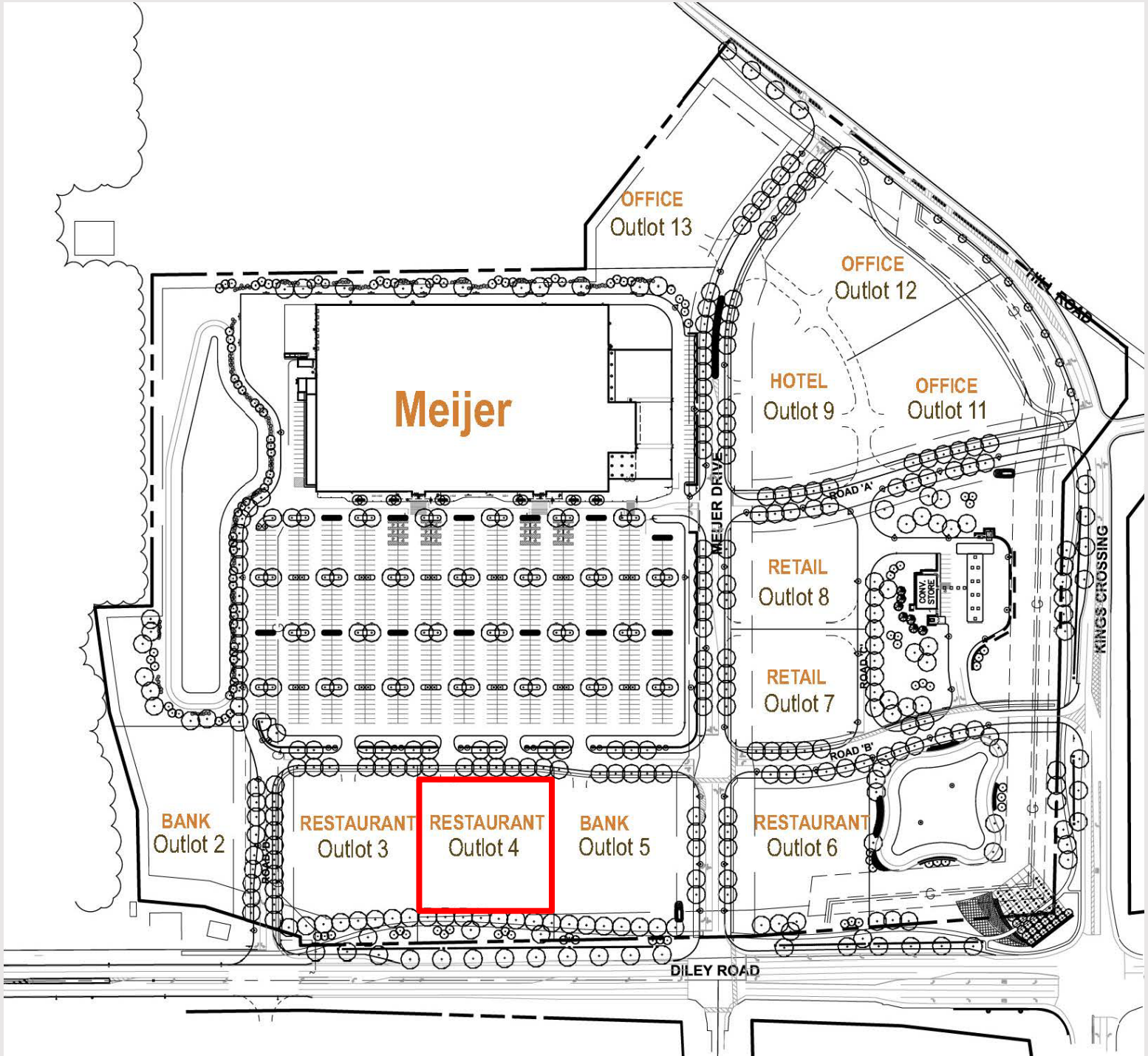
Application #FDP-19-002

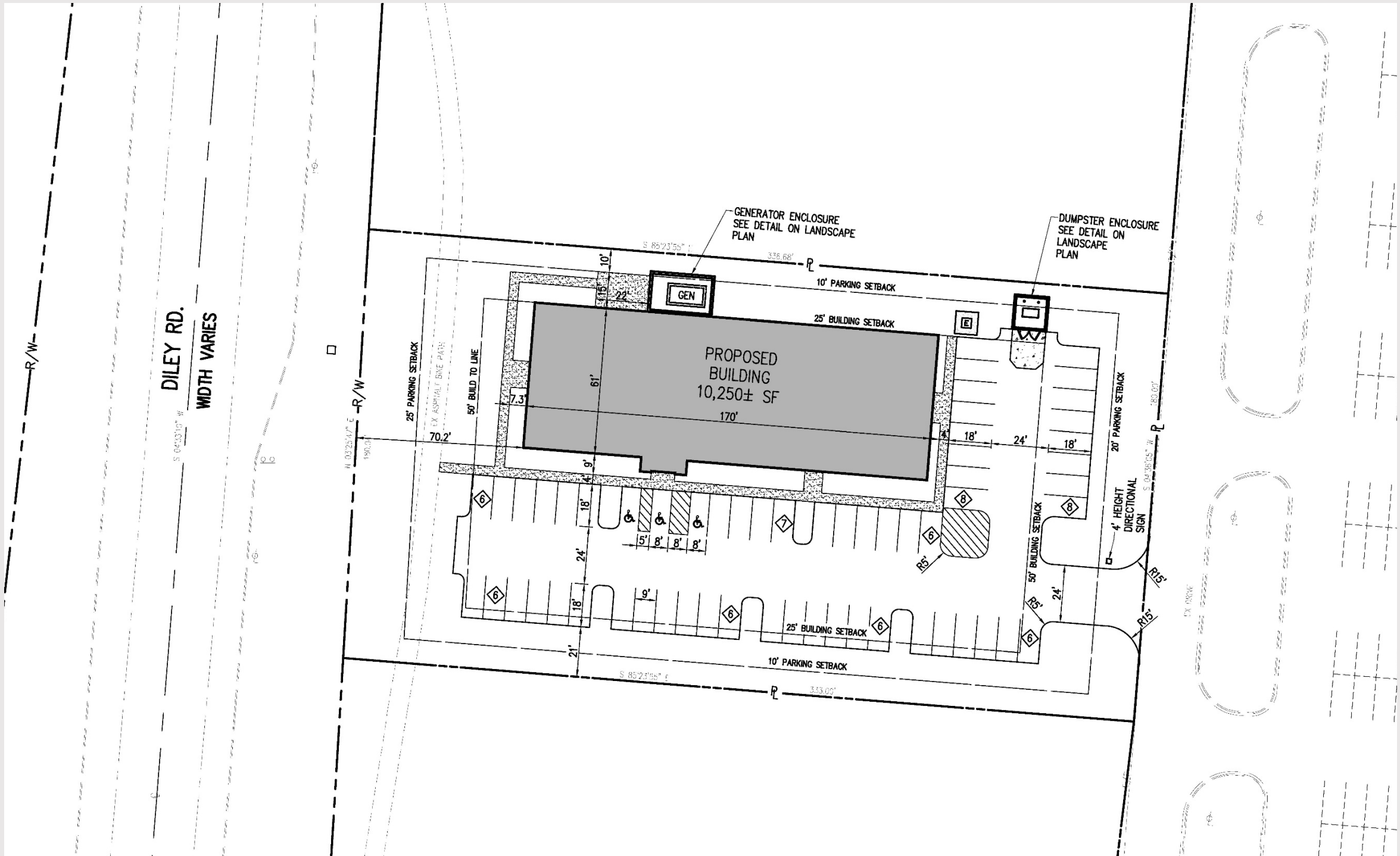
Owner: Meijer Stores Limited Partnership
Applicant: Brexton Construction

Location: PID 042-0389000

Request: Final Development Plan for a 10,250 sq. ft. multi-tenant office building

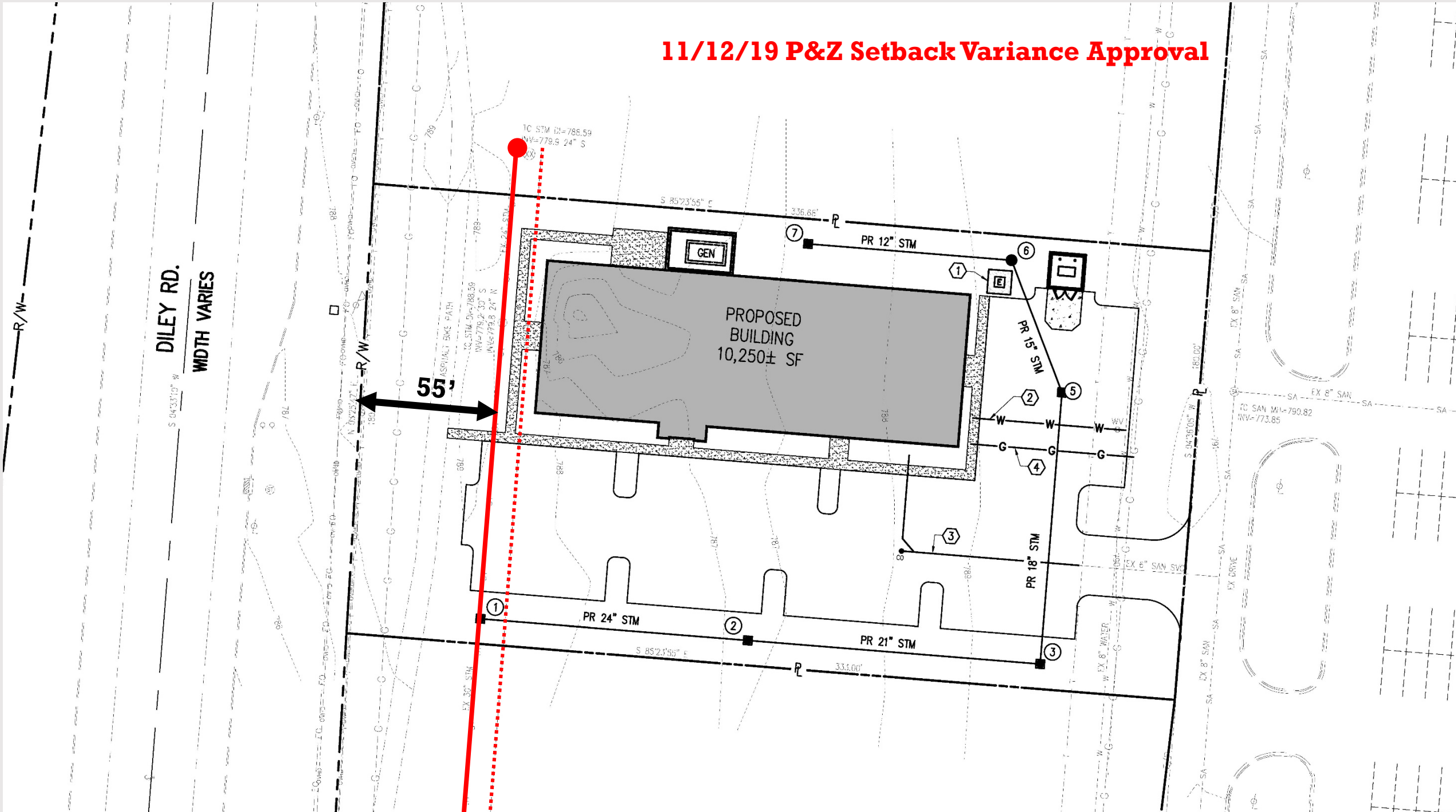



OFFICE
Outlot 13
OFFICE
Outlot 12
THIEL ROAD
Meijer
HOTEL
Outlot 9
OFFICE
Outlot 11
MEIJER DRIVE
ROAD 'A'
RETAIL
Outlot 8
CONV. STORE
KINGS CROSSING
RETAIL
Outlot 7
ROAD 'B'
BANK
Outlot 2
RESTAURANT
Outlot 3
RESTAURANT
Outlot 4
BANK
Outlot 5
RESTAURANT
Outlot 6
DILEY ROAD

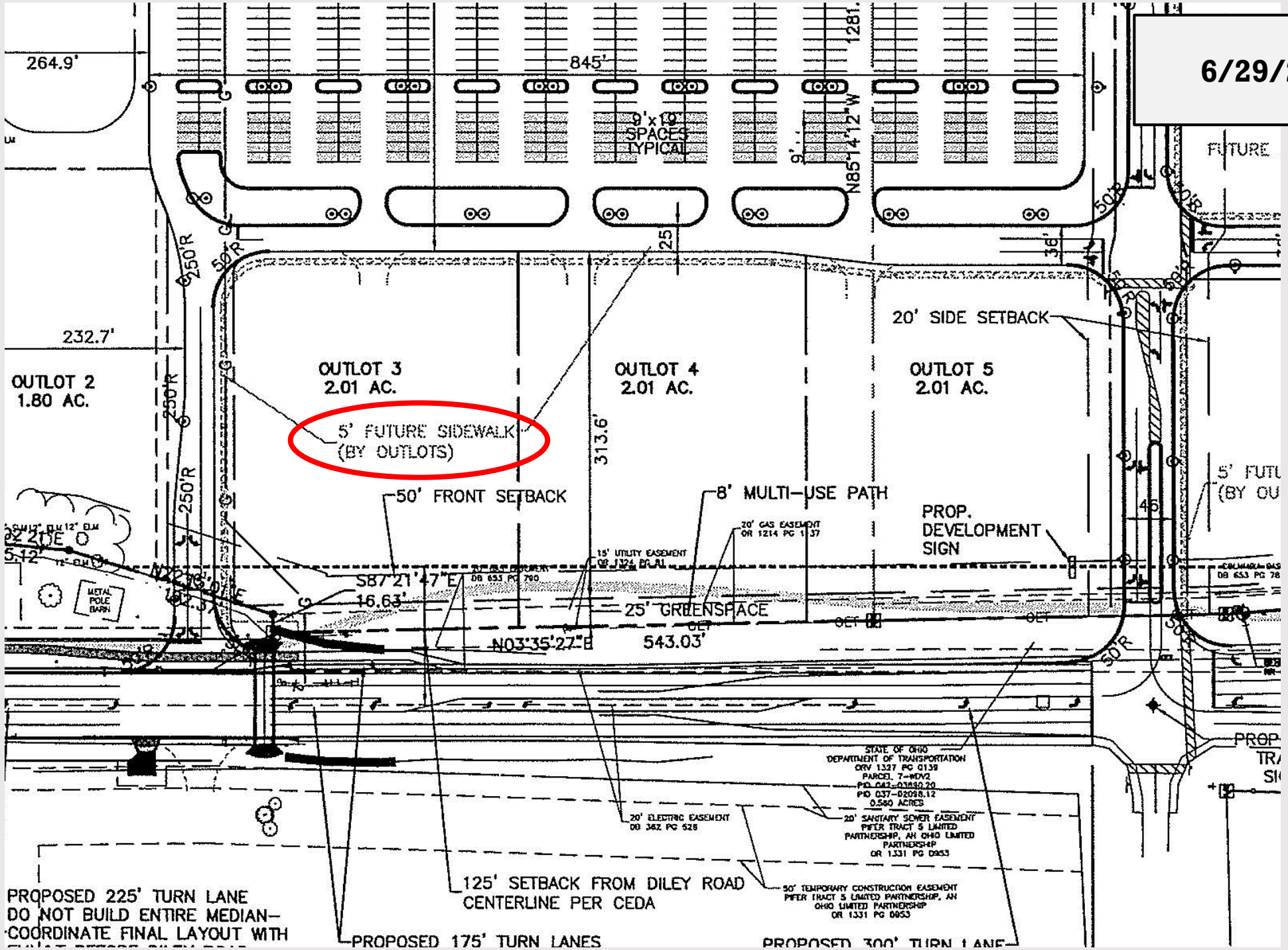


DILEY RD.
WIDTH VARIES
R/W
GENERATOR ENCLOSURE SEE DETAIL ON LANDSCAPE PLAN
DUMPSTER ENCLOSURE SEE DETAIL ON LANDSCAPE PLAN
GEN
E
10' PARKING SETBACK
25' BUILDING SETBACK
PROPOSED BUILDING 10,250± SF
170'
61'
70.2'
7.3'
22'
10'
15'
9'
18'
24'
21'
5'
8'
R5'
R15'
25' PARKING SETBACK
50' BUILD TO LINE
20' PARKING SETBACK
50' BUILDING SETBACK
4' HEIGHT DIRECTIONAL SIGN
EX ASPHALT BIKE PATH

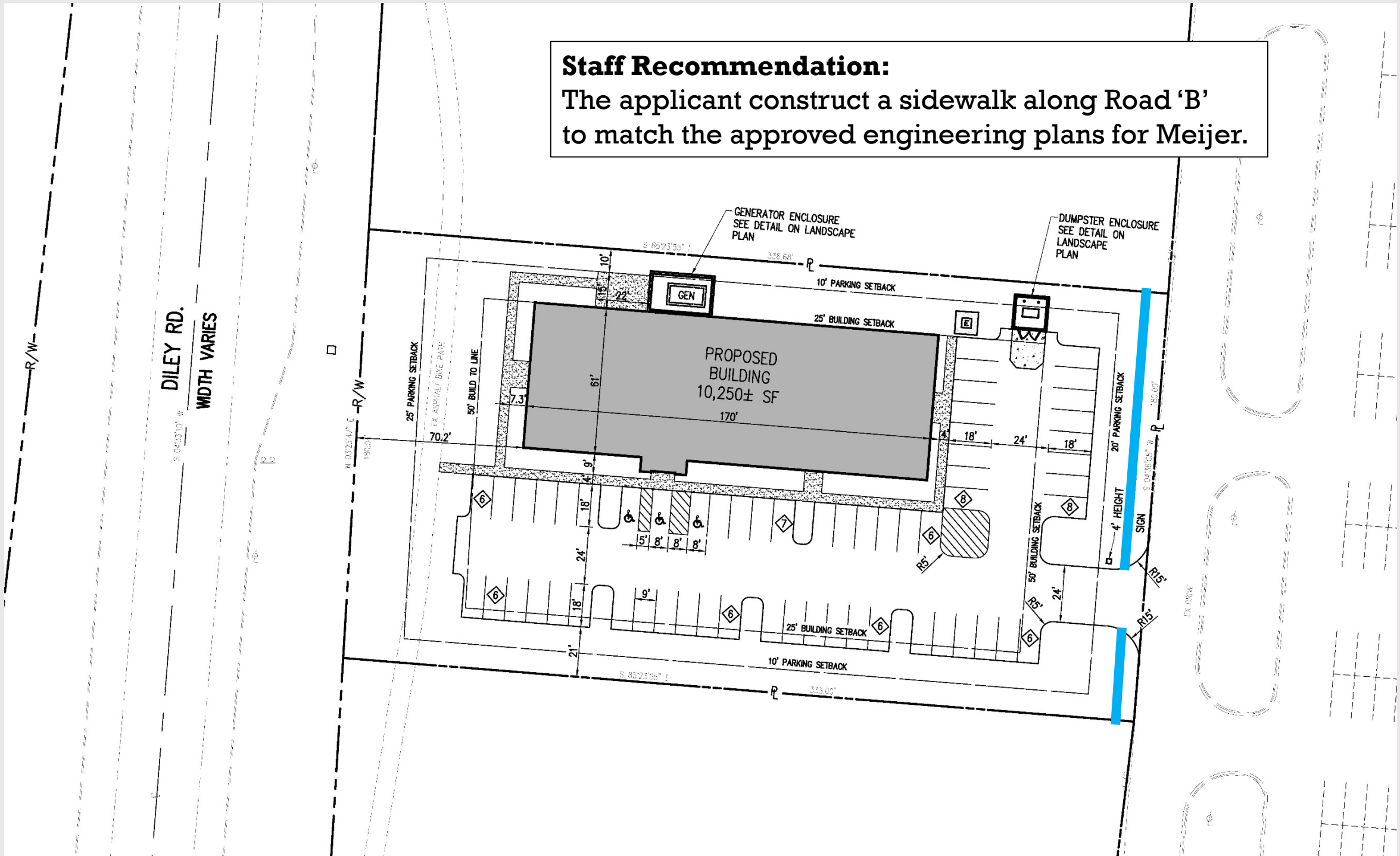
11/12/19 P&Z Setback Variance Approval

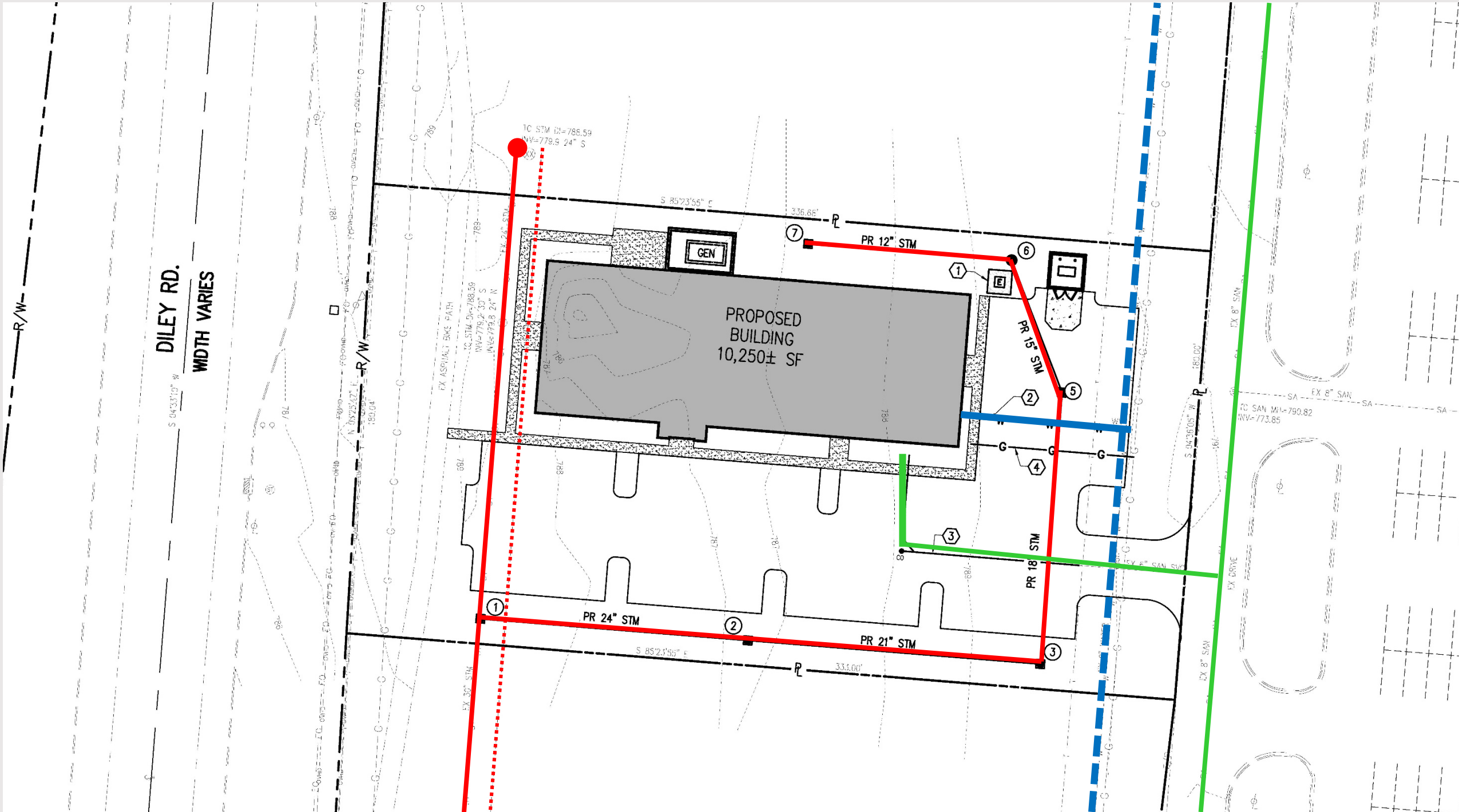


6/29/2006


264.9'
845'
9'x19' SPACES TYPICAL
N85°41'12"W
FUTURE
20' SIDE SETBACK
232.7'
OUTLOT 2
1.80 AC.
OUTLOT 3
2.01 AC.
OUTLOT 4
2.01 AC.
OUTLOT 5
2.01 AC.
5' FUTURE SIDEWALK
(BY OUTLOTS)
313.6'
50' FRONT SETBACK
8' MULTI-USE PATH
PROP.
DEVELOPMENT
SIGN
20' GAS EASEMENT
OR 1214 PG 1137
15' UTILITY EASEMENT
S87°21'47"E
16.63'
25' GREENSPACE
N03°35'27"E
543.03'
METAL POLE BARN
20' ELECTRIC EASEMENT
DB 362 PG 528
STATE OF OHIO
DEPARTMENT OF TRANSPORTATION
ORV 1327 PG 0139
PARCEL 7-WDV2
PID 042-03440.20
PID 037-02098.12
0.580 ACRES
20' SANITARY SEWER EASEMENT
PIPER TRACT 5 LIMITED
PARTNERSHIP, AN OHIO LIMITED
PARTNERSHIP
OR 1331 PG 0953
50' TEMPORARY CONSTRUCTION EASEMENT
PIPER TRACT 5 LIMITED PARTNERSHIP, AN
OHIO LIMITED PARTNERSHIP
OR 1331 PG 0953
125' SETBACK FROM DILEY ROAD
CENTERLINE PER CEDA
PROPOSED 225' TURN LANE
DO NOT BUILD ENTIRE MEDIAN-
COORDINATE FINAL LAYOUT WITH
PROPOSED 175' TURN LANES
PROPOSED 300' TURN LANE

Staff Recommendation:
The applicant construct a sidewalk along Road 'B' to match the approved engineering plans for Meijer.



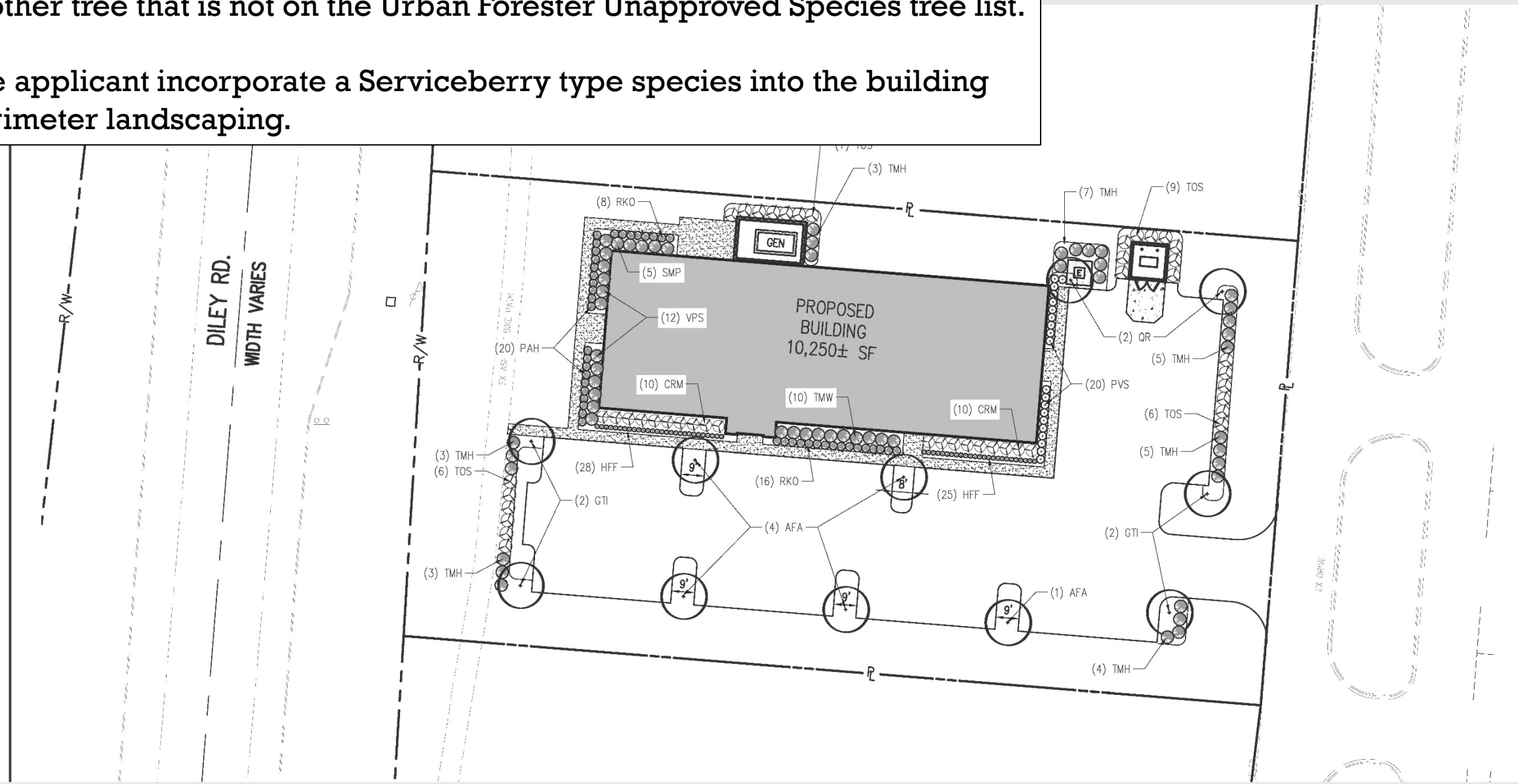


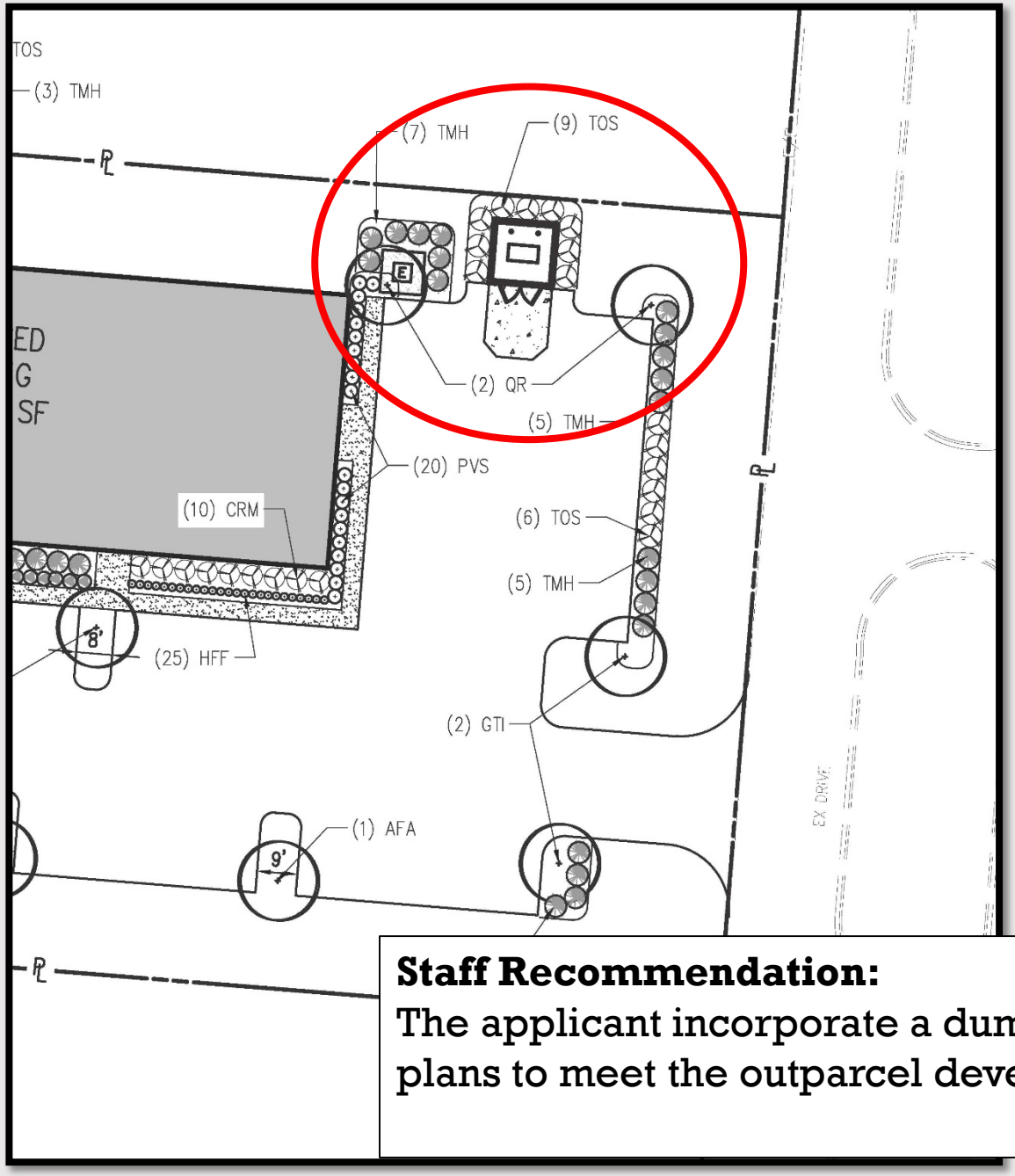
DILEY RD.
WIDTH VARIES
R/W
PROPOSED
BUILDING
10,250± SF
GEN
PR 12" STM
PR 15" STM
PR 18" STM
PR 24" STM
PR 21" STM
TC STM DI=788.59
INV=779.9 24" S
S 85°23'55" E
336.68'
333.00'
EX 8" SAN
TC SAN MH=790.82
INV=773.85
EX DRIVE
EX ASPHALT BIKE PATH

Urban Forester Recommendations

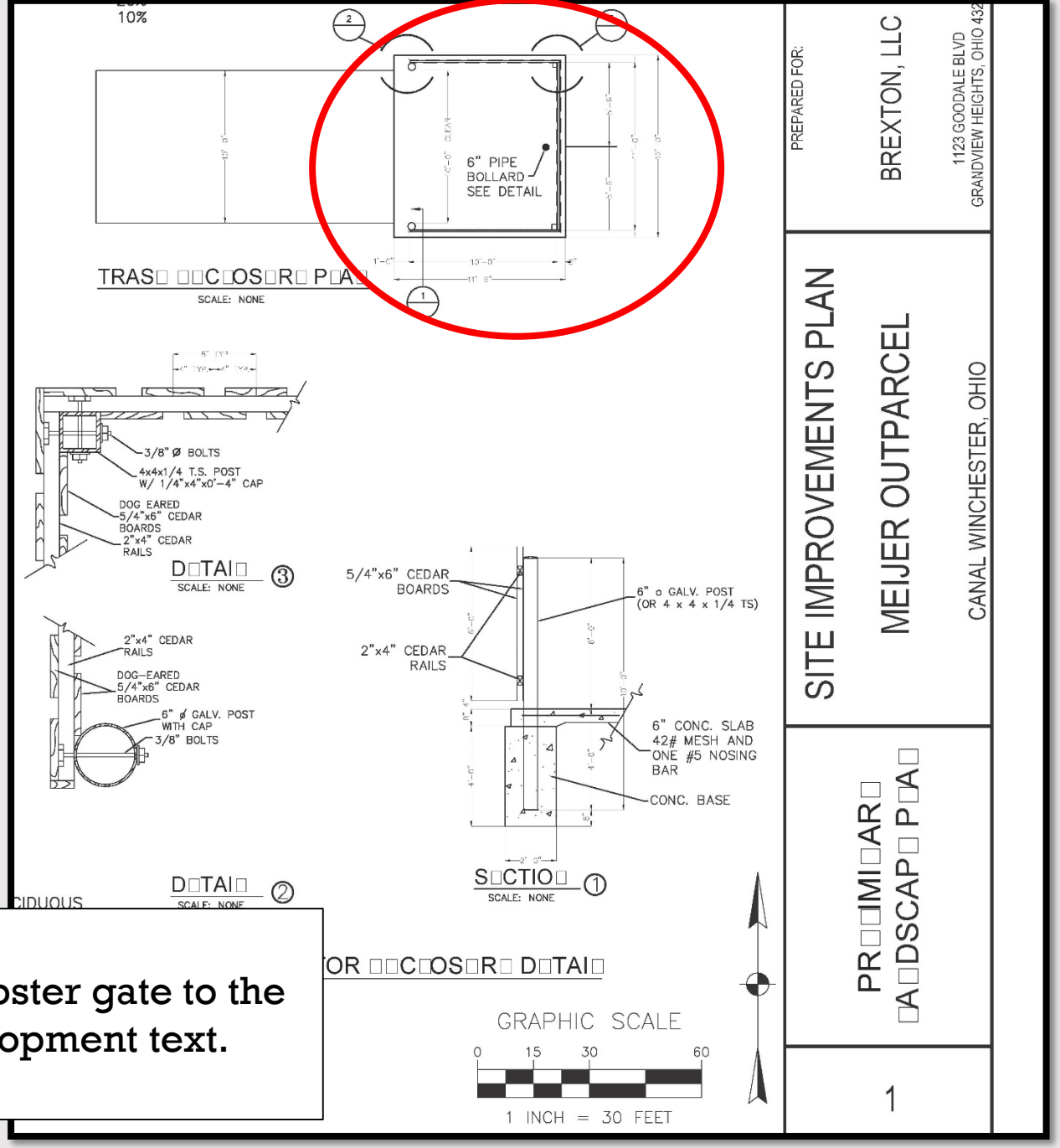
1. The applicant replace the tree species "Freeman Armstrong Maple" to another tree that is not on the Urban Forester Unapproved Species tree list.

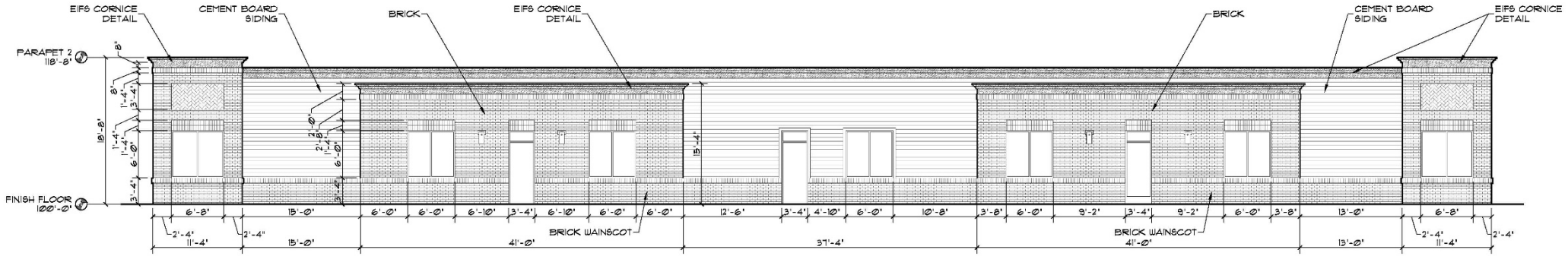
2. The applicant incorporate a Serviceberry type species into the building perimeter landscaping.





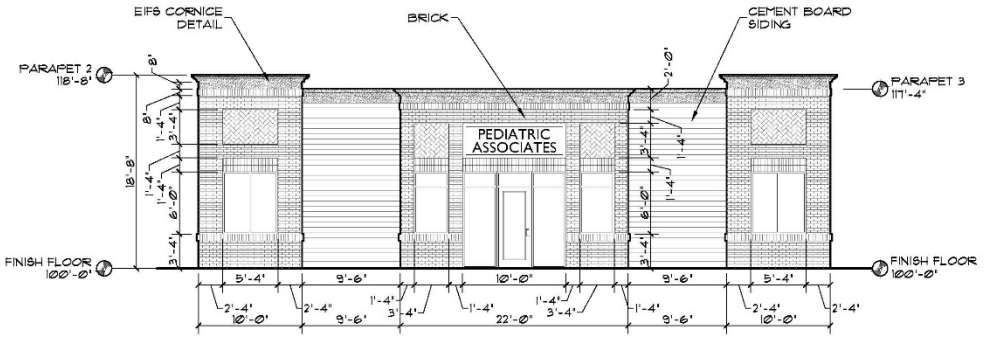
Staff Recommendation:
The applicant incorporate a dumpster gate to the plans to meet the outparcel development text.





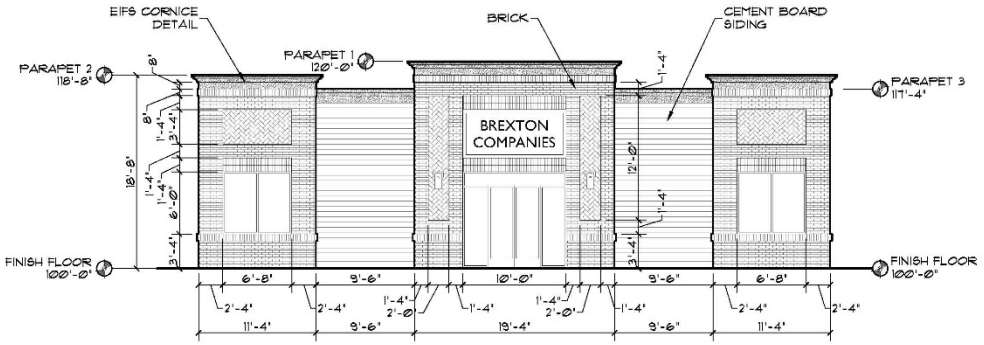
D EXTERIOR ELEVATION - REAR

SCALE: 1/8" = 1'-0"



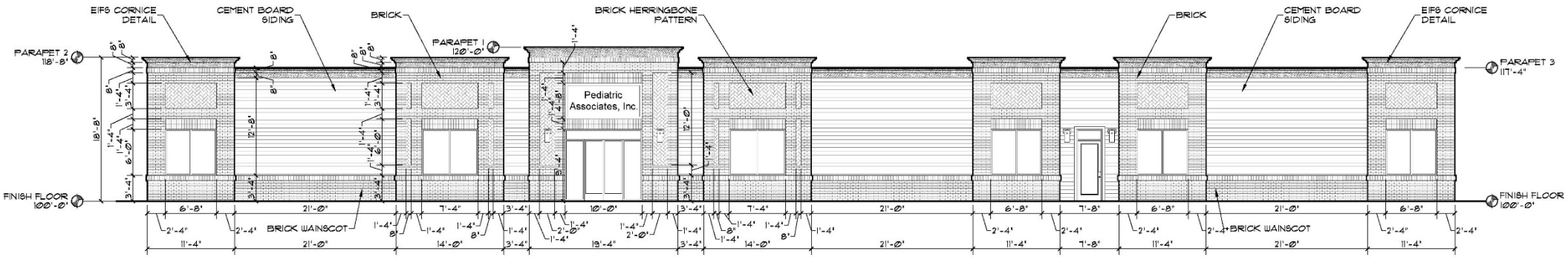
C EXTERIOR ELEVATION - DILEY ROAD SIDE

SCALE: 1/8" = 1'-0"



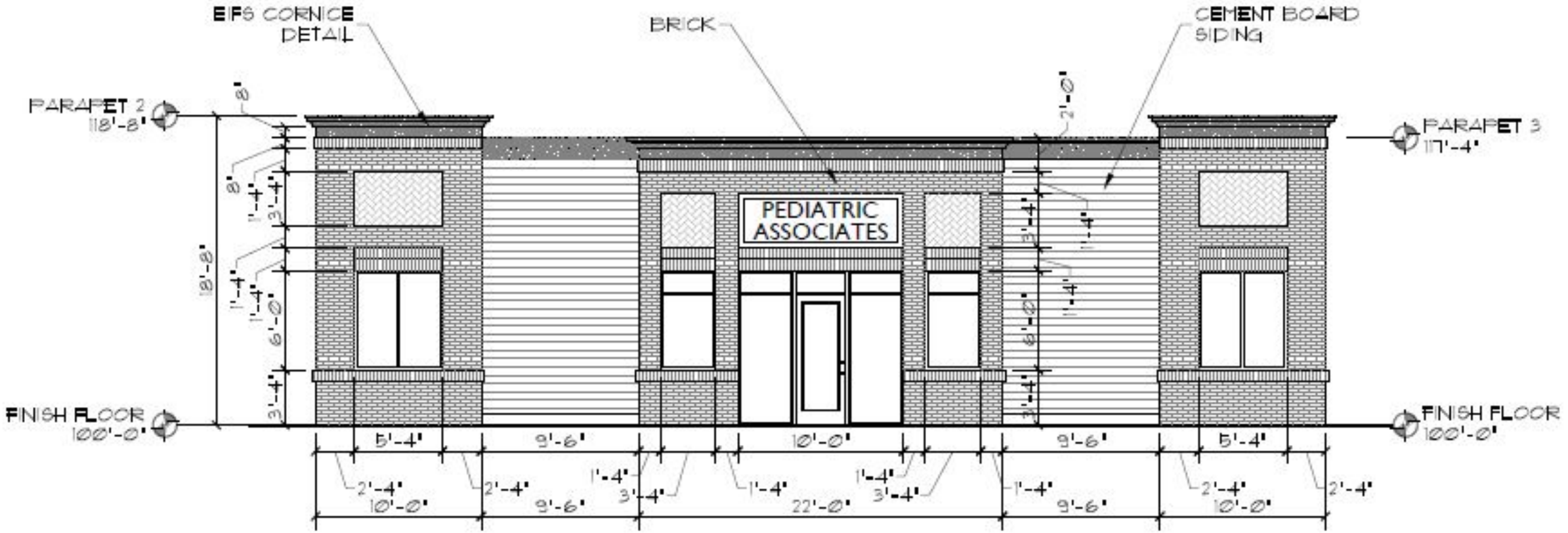
B EXTERIOR ELEVATION - MEIJER SIDE

SCALE: 1/8" = 1'-0"



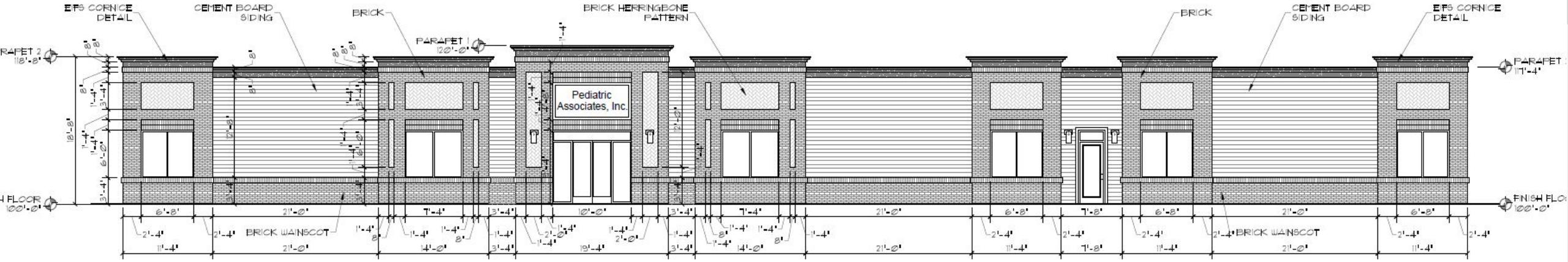
A EXTERIOR ELEVATION - FRONT

SCALE: 1/8" = 1'-0"



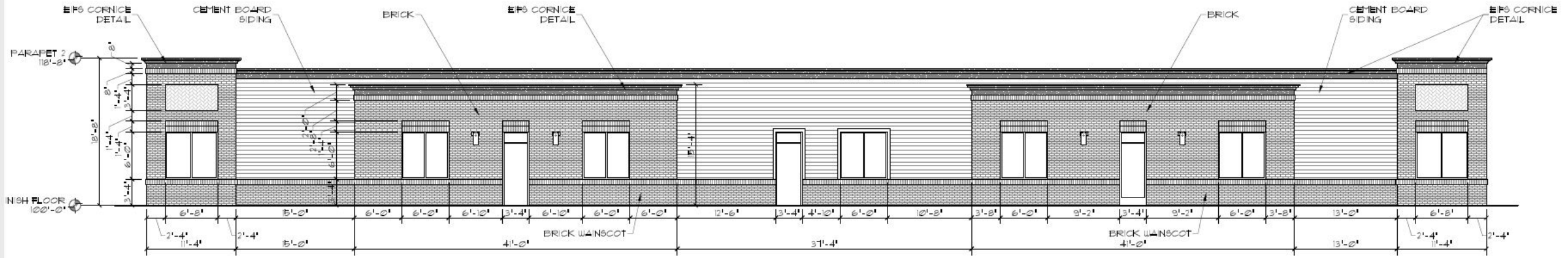
C EXTERIOR ELEVATION - DILEY ROAD SIDE

SCALE: 1/8" = 1'-0"



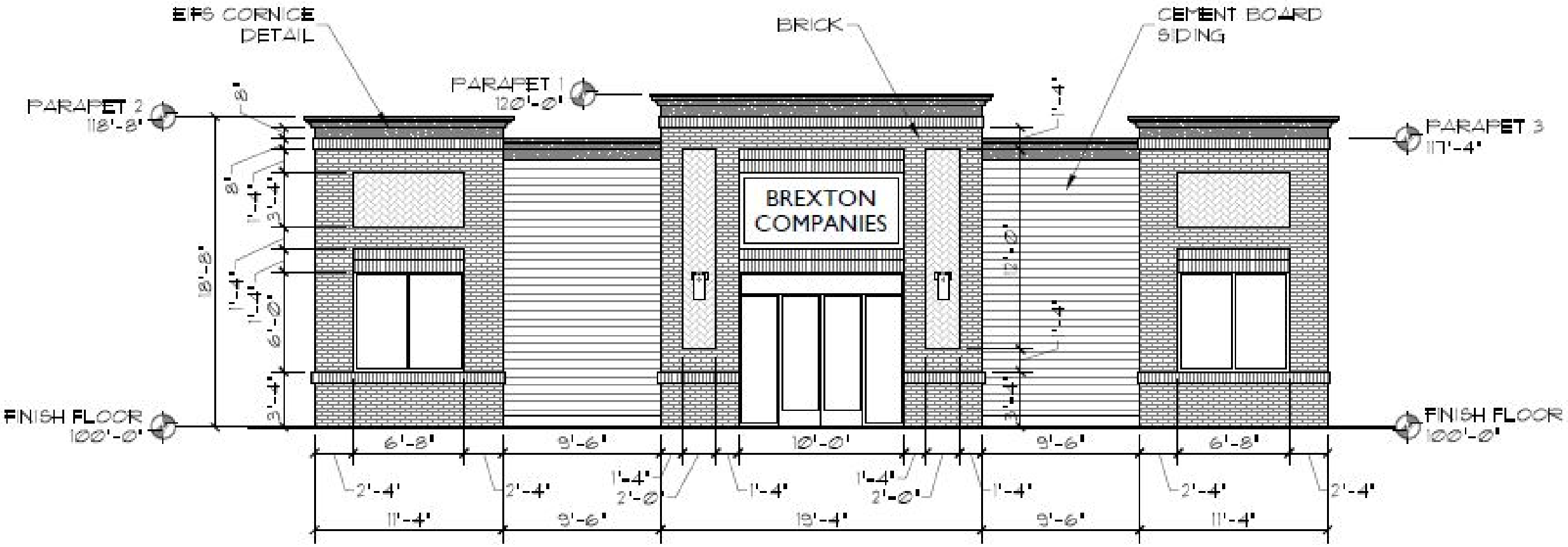
A EXTERIOR ELEVATION - FRONT

SCALE: 1/8" = 1'-0"



D EXTERIOR ELEVATION - REAR

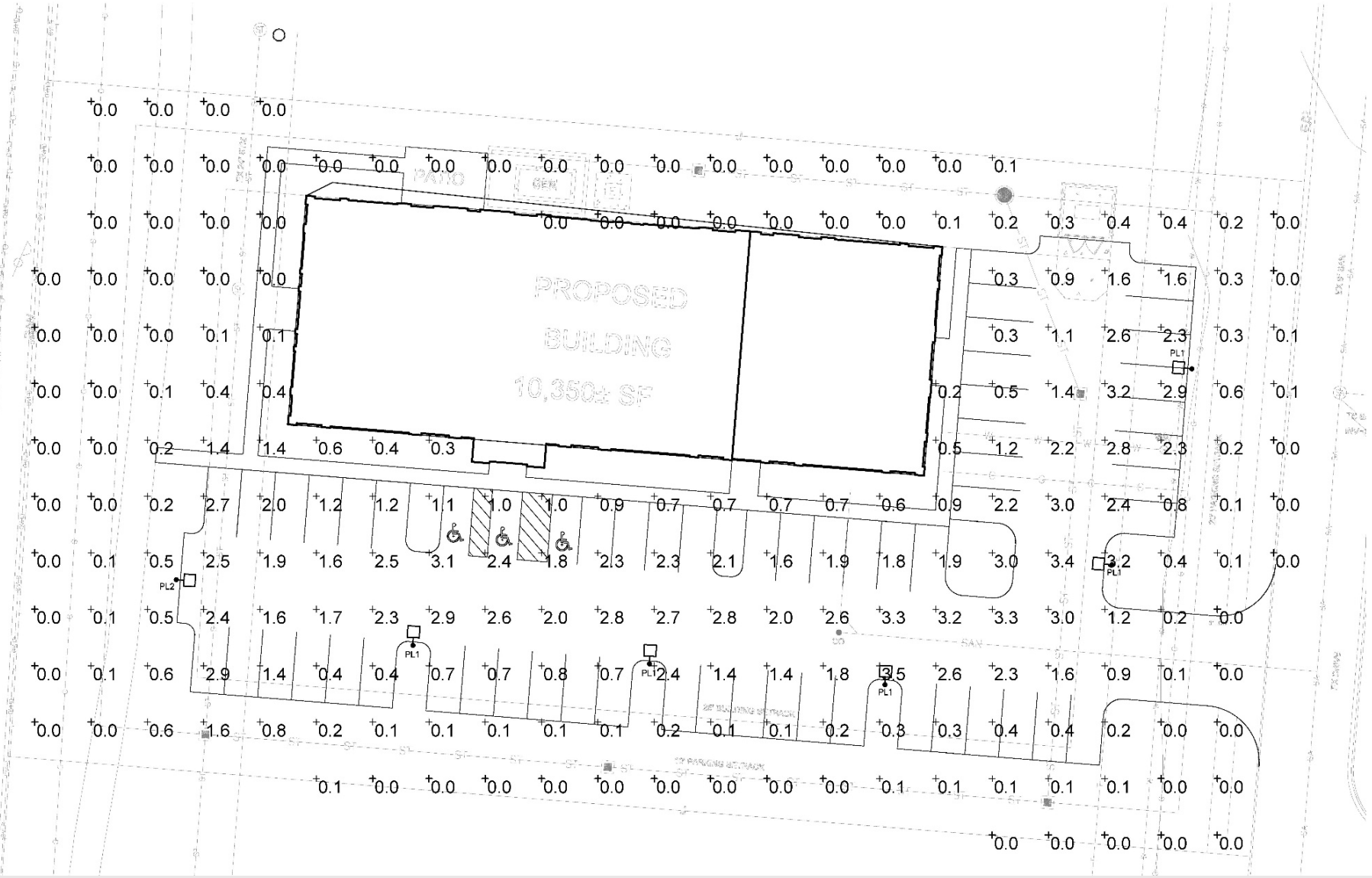
SCALE: 1/8" = 1'-0"



B

EXTERIOR ELEVATION - MEIJER SIDE

SCALE: 1/8" = 1'-0"



SOLID STATE AREA LIGHTING

DSDP SERIES-LED

SPECIFICATIONS

PROJECT NAME:

FIXTURE TYPE:

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. Trulevel ball coupling mount is welded to housing and facilitates quick leveling and installation.

✓LED® OPTICS
Low copper A356 alloy (<.2% copper) cast aluminum housing. Integrated clear tempered glass lens sealed with a continuous silicone gasket protects emitters (LED's) 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 0° - 50°; one from 50° - 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 V-SQ 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 LED's are utilized with drive currents ranging from 350mA to 1050mA. 70CRI Minimum. LED's 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.

DSDP25

PATENT PENDING

DSDP1

PATENT PENDING

2018334

U.S. Architectural Lighting

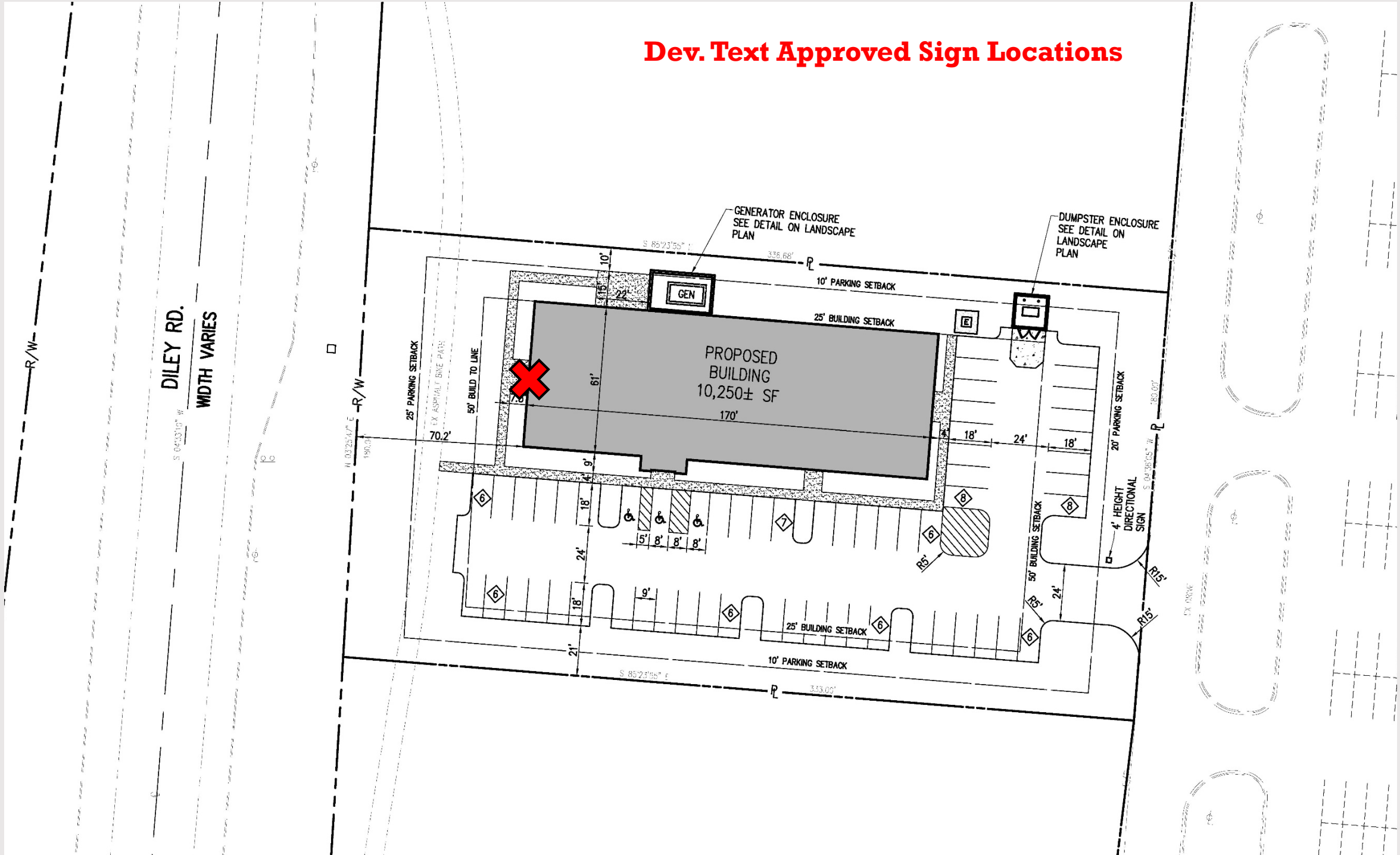
U.S. ARCHITECTURAL LIGHTING

SITE LIGHTING NOTES

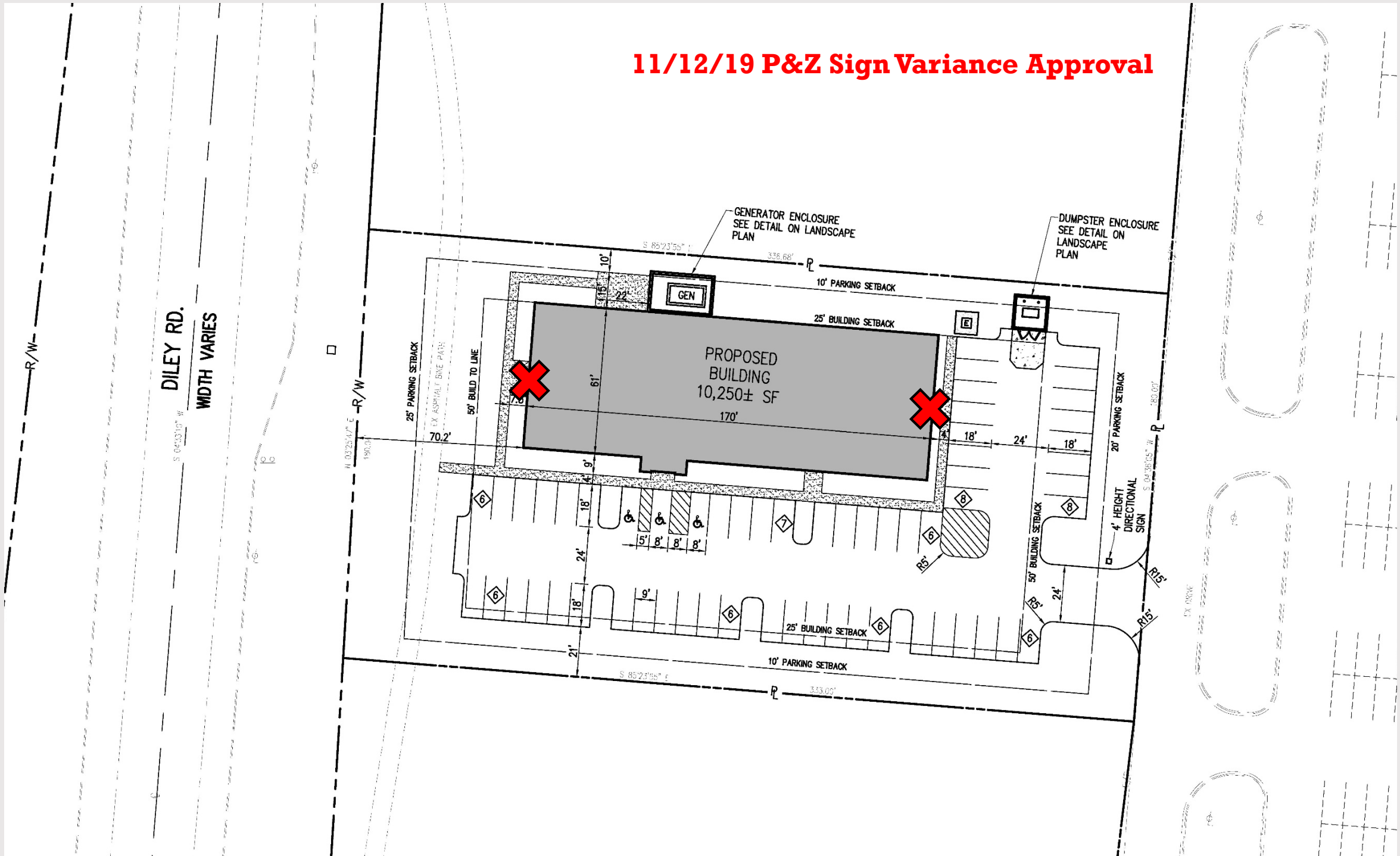
A. LIGHT POLES AND FIXTURES SHALL BE STANDARD COLOR, ANTIQUE BRONZE BLACK IN COLOR. CONFIRM FINAL SELECTION WITH ARCHITECT AND OWNER.

B. TOTAL HEIGHT SHALL BE 16'-0" MAXIMUM ABOVE FINISH GRADE.

Dev. Text Approved Sign Locations



11/12/19 P&Z Sign Variance Approval



PEDIATRIC ASSOCIATES
PEDIATRIC ASSOCIATES

STAFF RECOMMENDATION

Staff recommends that Final Development Plan application FDP-19-002 be recommended to City Council for approval with the following conditions:

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

CANAL
WINCHESTER
Established 1828

VA-06-008
Restricted Monument Signage
from all outparcels.
Requires shared use of this sign

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_.

W I T N E S S E T H:

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 THREFORE 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 HEAL TH 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 THREFORE 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

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		$ 89,825.00	
Operating Expenses		$ 16,400.00	
Capital Outlay		$ 3,000.00	
Total Community Center			$ 109,225.00
Parks	100-301		
Personal Services		$ 244,950.00	
Operating Expenses		$ 43,500.00	
Capital Outlay		$ 50,000.00	
Total Parks			$ 338,450.00
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		$ 345,750.00	
Operating Expenses		$ 286,200.00	
Capital Outlay		$ 3,000.00	
Total Development			$ 634,950.00
Urban Forester	100-410		
Personal Services		$ 205,200.00	
Operating Expenses		$ 40,700.00	
Capital Outlay		$ 45,000.00	
Total Urban Forester			$ 290,900.00
Mayor	100-500		
Personal Services		$ 206,450.00	
Operating Expenses		$ 109,500.00	

Capital Outlay		$ 1,500.00	
Total Mayor			$ 317,450.00
Council	100-501		
Personal Services		$ 170,200.00	
Operating Expenses		$ 39,300.00	
Capital Outlay		$ 3,000.00	
Total Council			$ 212,500.00
Mayor's Court	100-510		
Personal Services		$ 96,375.00	
Operating Expenses		$ 18,400.00	
Capital Outlay		$ 1,500.00	
Total Mayor's Court			$ 116,275.00
Finance	100-520		
Personal Services		$ 248,050.00	
Operating Expenses		$ 44,500.00	
Capital Outlay		$ 1,400.00	
Total Finance			$ 293,950.00
Human Resources	100-521		
Personal Services		$ 59,050.00	
Operating Expenses		$ 12,500.00	
Capital Outlay		$ 1,200.00	
Total Human Resources			$ 72,750.00
Public Service	100-530		
Personal Services		$ 103,950.00	
Operating Expenses		$ 22,000.00	
Capital Outlay		$ 25,000.00	
Total Public Service			$ 150,950.00
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		$ 163,100.00	
Operating Expenses		$ 156,500.00	
Utilities		$ 280,000.00	
Capital Outlay		$ 105,000.00	
Total Lands and Building			$ 704,600.00
Community Affairs	100-550		
Personal Services		$ 92,025.00	
Operating Expenses		$ 10,500.00	
Capital Outlay		$ 1,200.00	
Total Community Affairs			$ 103,725.00
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		$ 147,100.00	
Operating Expenses		$ 30,000.00	
Capital Outlay		$ 3,000.00	
Total Information Techonolgy			$ 180,100.00
Administration	100-570		
Operating Expenses		$ 1,338,100.00	
Transfers/Advances		$ 1,688,000.00	
Total Administration			$ 3,026,100.00

Construction Services	100-600		
Personal Services		$ 189,050.00	
Operating Expenses		$ 453,000.00	
Capital Outlay		$ 1,001,000.00	
Total Construction Services			$ 1,643,050.00
Streets - Maintenance	100-603		
Operating Expenses		$ 30,000.00	
Capital Outlay		$ 40,000.00	
Total Streets - Maintenance			$ 70,000.00

GRAND TOTAL GENERAL FUND APPROPRIATION: **$ 10,098,375.00**

SECTION 3. That there be appropriated from the following SPECIAL REVENUE FUNDS:

STREET CONSTRUCTION, MAINTENANCE AND REPAIR FUND

Office	200-601		
Personal Services		$ 312,800.00	
Operating Expenses		$ 7,500.00	
Capital Outlay		$ 4,000.00	
Total Office			$ 324,300.00
Fleet	200-602		
Operating Expenses		$ 220,150.00	
Capital Outlay		$ 7,000.00	
Total Fleet			$ 227,150.00
Streets - Maintenance	200-603		
Operating Expenses		$ 34,500.00	
Capital Outlay		$ 15,000.00	
Total Streets - Maintenance			$ 49,500.00
Snow and Ice Removal	200-604		
Operating Expenses		$ 35,000.00	
Capital Outlay		$ 8,000.00	
Total Snow and Ice Removal			$ 43,000.00

Total for Street Construction, Maintenance and Repair Fund **$ 643,950.00**

STATE HIGHWAY IMPROVEMENT FUND

Streets - Maintenance	201-603		
Operating Expenses		$ 31,250.00	
Capital Outlay		$ 5,000.00	

Total for State Highway Improvement Fund **$ 36,250.00**

MAYOR'S COURT TECHNOLOGICAL FUND A

Mayor's Court	202-510		
Operating Expenses		$ 2,000.00	
Capital Outlay		$ 1,500.00	

Total Mayor's Court Technological Fund A **$ 3,500.00**

MAYOR'S COURT TECHNOLOGICAL FUND B

Mayor's Court	203-510		
Operating Expenses		$ 2,000.00	
Capital Outlay		$ 1,500.00	

Total Mayor's Court Technological Fund B **$ 3,500.00**

PERMISSIVE TAX FUND

Streets - Maintenance	204-603		
Operating Expenses		$ 65,000.00	

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

Administration	511-810			
Operating Expenses		$ -		
Total Administration			$ -	
Connections	511-813			
Operating Expenses		$ 175,000.00		
Capital Outlay		$ 500,000.00		
Total Connections			$ 675,000.00	
Total Sewer Connection Fund				**$ 675,000.00**

STORMWATER FUND

Administration	520-820			
Personal Services		$ 124,400.00		
Operating Expenses		$ 19,100.00		
Capital Outlay		$ 1,300.00		
Total Administration			$ 144,800.00	
Operation	520-821			
Operating Expenses		$ 100,000.00		
Capital Outlay		$ 20,000.00		
Total Operation			$ 120,000.00	
Total Stormwater Fund				**$ 264,800.00**

GRAND TOTAL ENTERPRISE FUNDS APPROPRIATIONS **$ 5,335,250.00**

TOTAL ALL APPROPRIATIONS $ 19,060,825.00

And the Finance Director is hereby authorized to draw warrants of the City for payment from any of the forgoing appropriations upon receiving proper certification and vouchers therefore, approved by the board of officers authorized by law to approve the same, or an ordinance or resolution of Council to make expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further that the appropriations for contingencies can only be expended upon appeal of two-thirds vote of Council for items of expense constituting a legal obligation against the City, and for the purposes other than those covered by other specific appropriations herein made.

SECTION 9. This ordinance shall take effect at the earliest period allowed by law.

Passed _____

_____
President of Council

Attest _____

Clerk of Council/Finance Director

_____
Mayor

CERTIFICATE

Section 5705.39 R.C. - "No appropriation measure shall become effective until the county auditor files with the appropriate authority….a certificate that the total appropriations from each fund, taken together with all other outstanding appropriations, do not exceed such official estimate or amended official estimate. When the appropriation does not exceed such official estimate, the county auditor shall give such certificate forthwith upon receiving from the appropriating authority of certified copy of the appropriation measure…."

The State of Ohio, Franklin County, ss.

I, Audra DiOrio, Clerk of the City of Canal Winchester in said County, and in whose custody the Files, Journals and Records are

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

2020 Tax Budget

Public Hearing

June 17, 2019

What is the purpose of the Tax Budget?

- ORC Section 5705.28
  - States that on or before July 15th of each year, the taxing authority of each subdivision must adopt a tax budget for the succeeding fiscal year.
- ORC Section 5705.30
  - States that the taxing authority shall hold at least one public hearing on the tax budget
  - States that after adoption, the tax budget shall be submitted to the county auditor on or before July 20th.

What is the purpose of the Tax Budget?

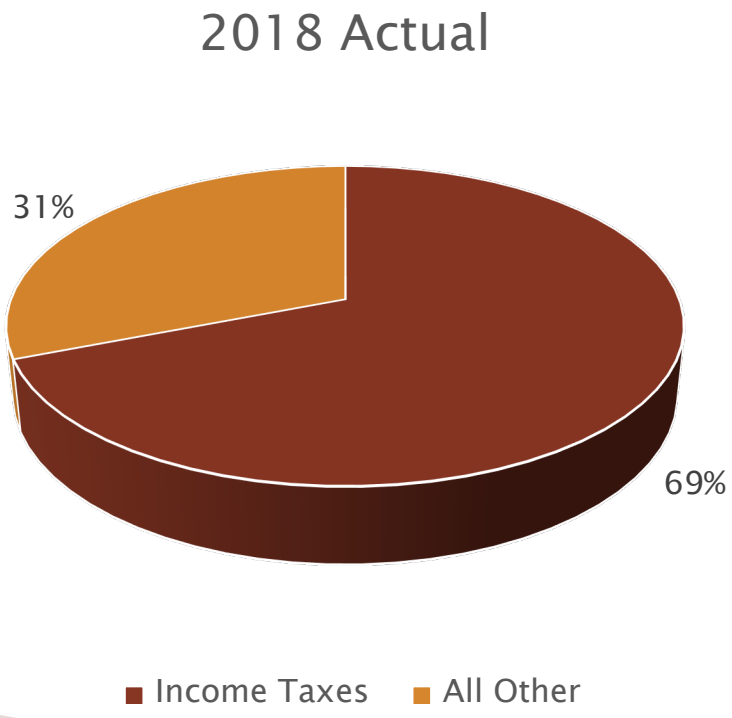
- To estimate the revenue the City expects to receive from all sources during the next fiscal year.
  - Income Taxes
  - Property Taxes
  - Grants
  - Fines and Fees
  - Debt Issuances
  - Miscellaneous Sources
- To set the limitation of appropriations for the next fiscal year.
  - Appropriations must not exceed estimated resources (estimated revenues plus carryover fund balances at year end)
- To allow the County Budget Commission to adjust tax levies as required by law.

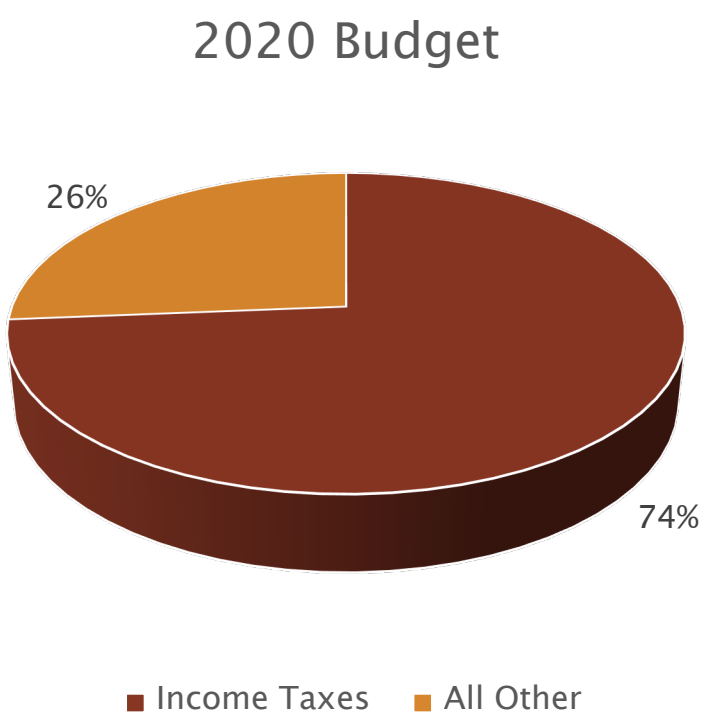
General Fund

- Least restrictive and largest fund
- Accounts for all activity of the City unless covered by a specific source of revenues that are restricted by law
- Revenue derived from:
  - Taxes
  - Licenses, Fees, Permits
  - Charges for Services
  - State funding

General Fund Revenue

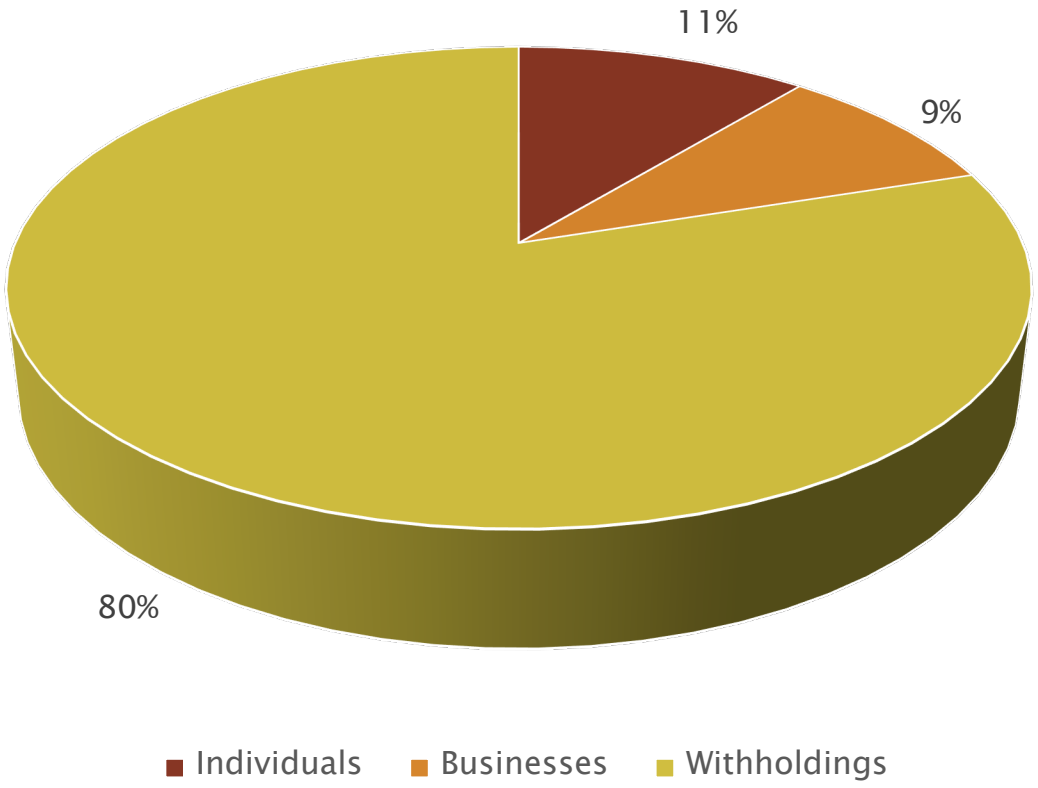
- Income Tax Revenue
  - Largest single source of revenue for the City





Income Tax Collections

- Where does our income tax revenue come from?



Income Tax Collections

- In 2018, equates to:

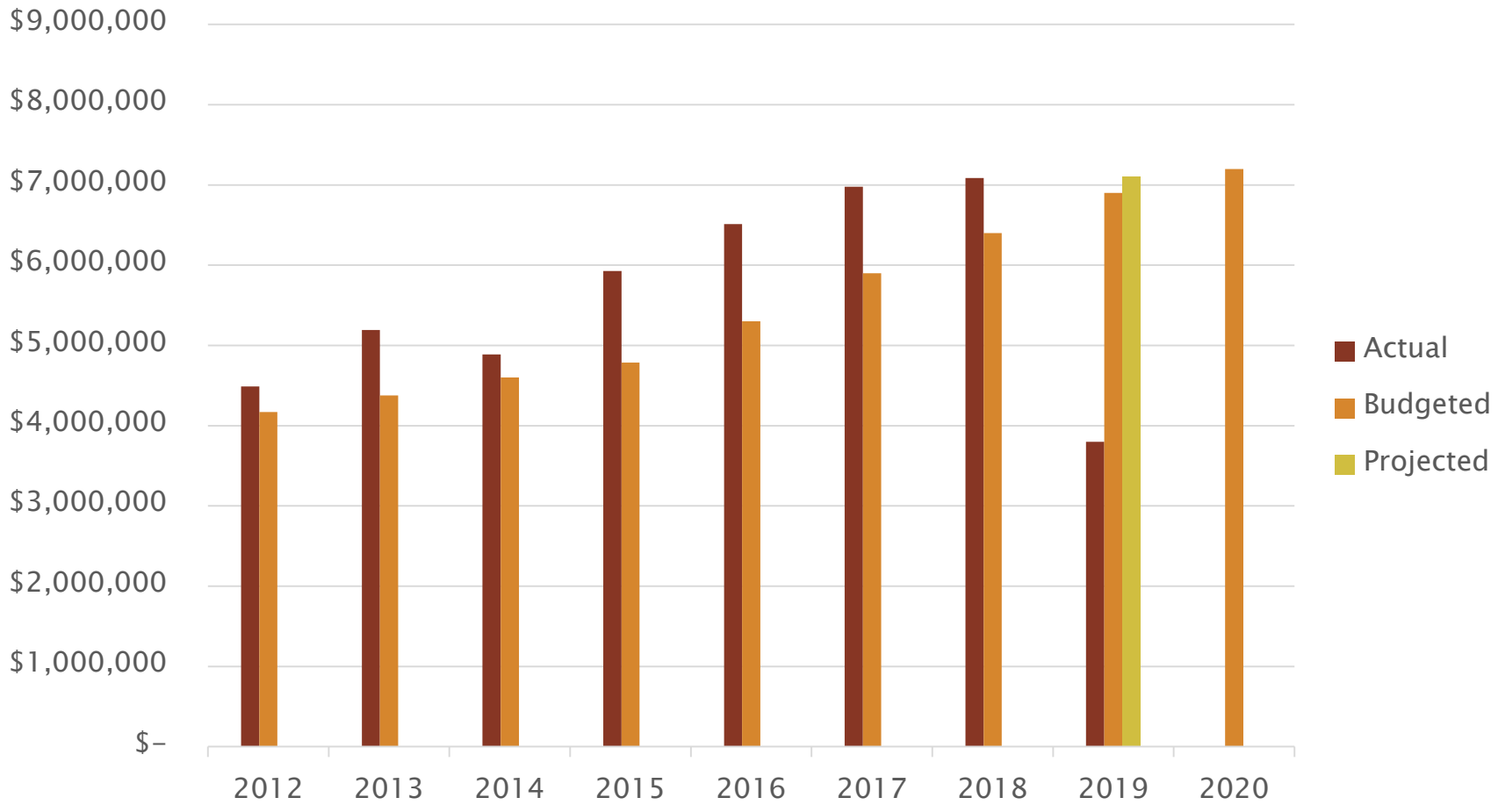
Account Type	Amount
Individuals	$327,614
Businesses	$913,350
Withholdings	$5,845,751
Total	$7,086,715

- Top 3 business taxpayers = 20% of income tax revenue

Income Tax Collections

- Income Tax Revenue
  - Projected to increase to $7,200,000
    - $300,000 over 2019 budgeted receipts – 4%
  - Very conservative
  - Currently on track to exceed 2019 projection

Income Tax Collections



General Fund Revenue

- Other Large Revenue Sources

Source	2020 Budget	2019 Budget	2018 Actual
Building/Development Permits and Fees	$547,000	$525,000	$935,207
Property Taxes	$450,000	$440,000	$447,517
Special Assessments	$151,500	$151,500	$196,925
Swimming Pool	$132,500	$129,250	$153,327
Cable TV Franchise Fees	$125,000	$125,000	$121,594

General Fund Revenue

- Remaining General Fund Revenue Sources

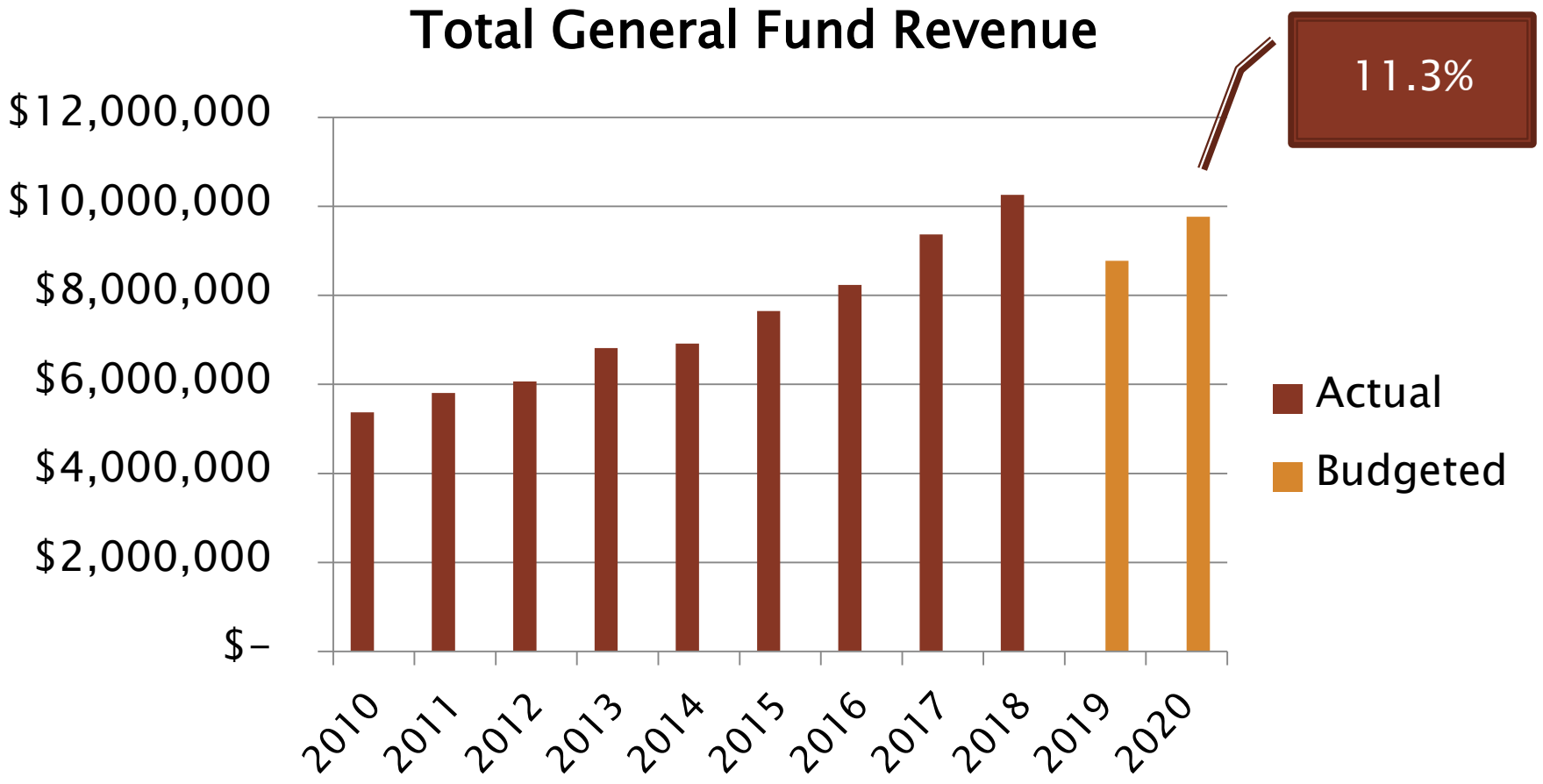
Source	2020 Budget	2019 Budget	2018 Actual
Court Fines	$95,000	$95,000	$84,127
Interest	$150,000	$80,000	$145,641
Local Govt	$75,000	$75,000	$76,364
Bed Tax	$150,000	$70,000	$57,822
Homestead & Rollback	$50,000	$49,000	$52,115
Advance In	$540,000	$40,000	$ -
Insurance Claims	$30,000	$30,000	$52,272
Waste Mgmt Fees	$25,000	$25,000	$25,000
Misc	$12,000	$12,000	$8,451

General Fund Revenue

Total Budgeted Revenue for 2020

$9,768,450

General Fund Revenue

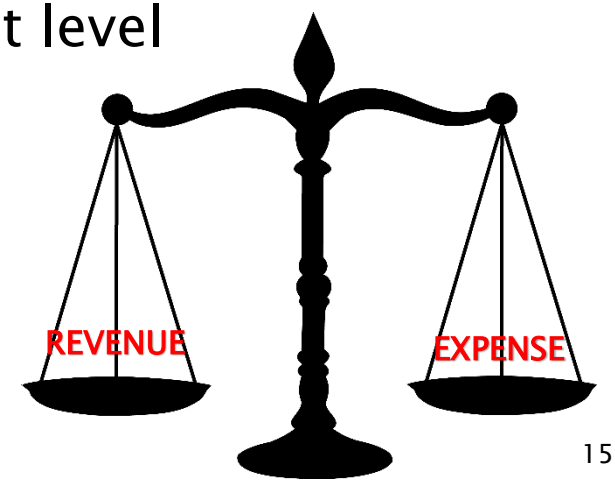


General Fund Revenue

- Why such a large increase?
  - Increase equates to $990,750
  - Increases in:
    - Income Taxes – $300,000
    - Bed Taxes – $80,000
    - Interest – $70,000
    - Advances In – $500,000

General Fund Expenditures

- Majority of City expenses paid from this fund
- Expenditure types
  - Salaries and Benefits
  - Contract Services
  - Operation & Maintenance
  - Capital Outlay
- Typically, Expenditures = Revenues
  - Preserve fund balance at the current level



General Fund Expenditures

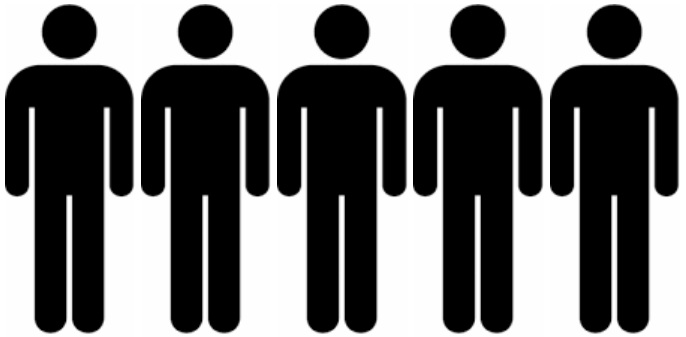
- Not in 2020!
  - Why?
    - McGill Park Phase I
      - City has been conditionally awarded a $500,000 grant from the Land and Water Conservation Fund (LWCF) through ODNR.
      - Reimbursement grant so funds must be advanced to the grant fund to complete the project. Once reimbursement is received, funds will be sent back to the General Fund (accounted for in Revenues)

General Fund Expenditures

- Tax Budget groups departments into specific classifications
  - *Security of Persons and Property* – Sheriff
  - *Public Health* – County Health Dept, Human Services, Indigent Burial
  - *Leisure Time* – Community Center, Parks, Pool
  - *Community Environment* – Development, Urban Forestry
  - *Transportation* – Construction Services, Street Maintenance
  - *General Government* – All other departments

General Fund Expenditures

- Staffing
  - Salaries are budgeted for a 3.5% increase for all employees.
    - Includes full time HR Coordinator and Administrative Assistant (both subject to needs), 5 seasonals, and an intern
  - Benefits are budgeted to increase approximately 10% due primarily to an increase in healthcare premiums
  - Salaries and Benefits make up 23% of General Fund Budget
    - 2018 actuals – 24% of expenditures
  - 21% of entire 2020 budget (across all funds)

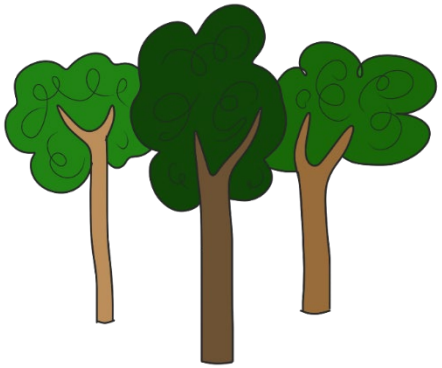


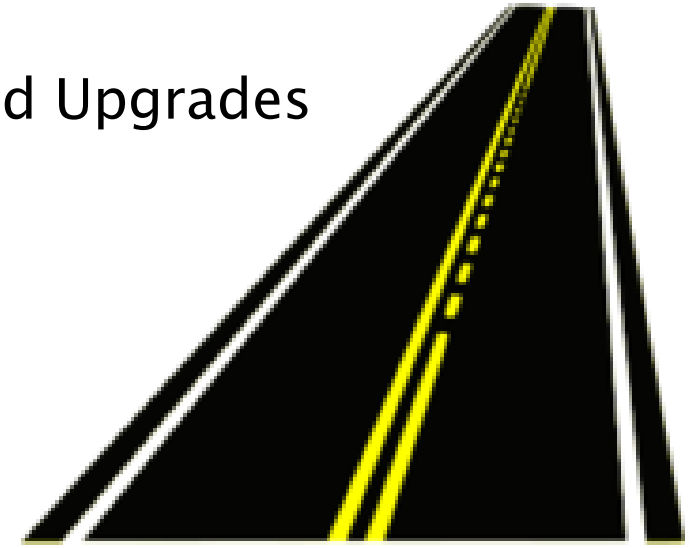
General Fund Expenditures

- Increases in contract services lines to accommodate known and anticipated contract increases
  - Sheriff
  - Pool management company
  - Development department and construction related contracts
  - General maintenance contracts

General Fund Expenditures

- Capital Outlay
  - Planned projects
    - Street/Sidewalk Program
    - Street Trees
    - Pool Maintenance
    - McGill Park Phase 1
    - Sheriff SUV
    - Computer/IT Replacements and Upgrades





General Fund Expenditures

Total Budgeted Expenditures for 2020

$10,019,424

General Fund Expenditures

- Overall increase in budgeted expenditures of 14% over 2019.
- Equates to $1,241,724
- Why?
  - McGill Park Phase 1
    - All capital expenditure activity needs to be accounted for in a Capital Projects fund.
    - $1,100,000 to be transferred/advanced to the Capital Fund to pay for the grant portion of the project.

General Fund Balance

12/31/18 Act Balance	12/31/19 Est Balance	12/31/20 Est Balance	Increase/(Decrease)
$8,802,206	$8,842,206	$8,591,231	($250,974)

Special Revenue Funds

- What is a "Special Revenue Fund"?
  - Accounts for proceeds of specific revenue sources that are legally restricted or committed to expenditure for specified purposes
- Our funds
  - Street Maintenance
  - State Highway
  - Mayor's Court Tech A & B
  - Permissive Tax
  - Bed Tax
  - FEMA Grant
  - BWC Grant
  - Interurban Project
  - Diley Rd TIF
  - Gender Rd TIF
  - Cemetery Fund
  - McGill Park Fund

Special Revenue Fund

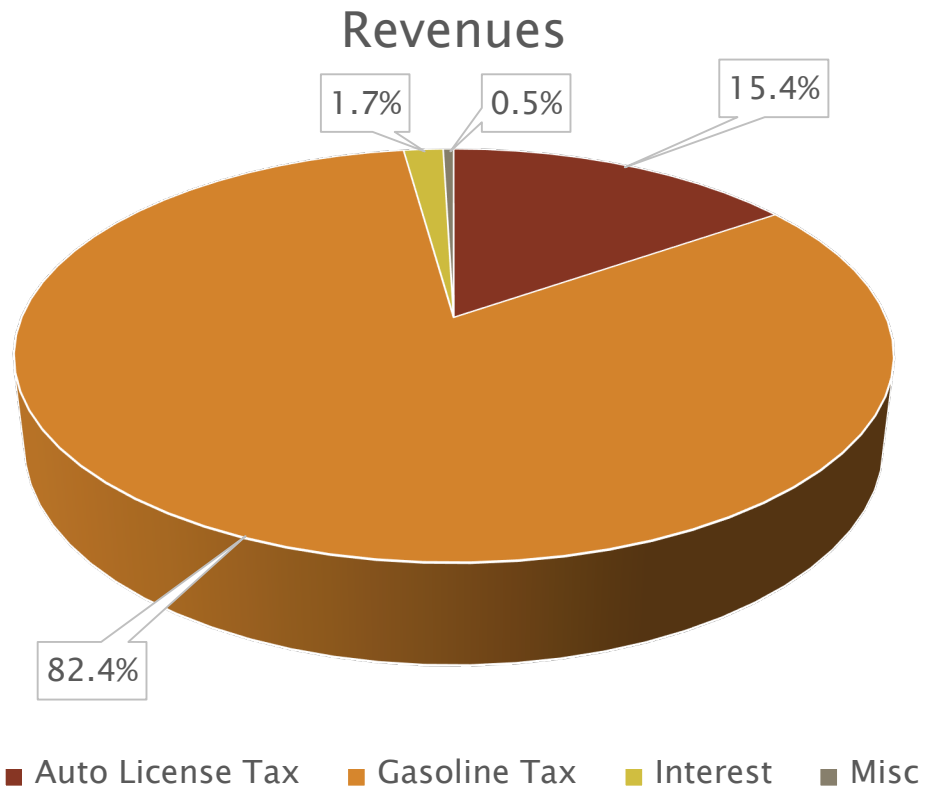
Fund	Revenue Source(s)
Street Maintenance	Motor vehicle license tax, gas tax
State Highway	Motor vehicle license tax, gas tax
Mayor's Court Tech A & B	Portion of mayor's court fees
Permissive Tax	Motor vehicle license tax
Bed Tax	6% Hotel/Motel tax
FEMA Grant	Federal Emergency Mgmt Agency grant funds
BWC Grant	Bureau of Workers' Comp grant funds
Interurban Project	Donations
Diley Rd TIF	Payments in lieu of taxes (property taxes)
Gender Rd TIF	Payments in lieu of taxes (property taxes)
Cemetery Fund	Perpetual care fees from sale of plots
McGill Park Fund	Donations

Special Revenue Funds

- Revenue increases
  - Street Maintenance and State Highway Funds
    - Passage of the increase gasoline tax
  - Bed Tax Fund
    - Opening of an additional hotel
  - Gender Rd TIF Fund
    - Additional parcels beginning to pay into the TIF
- Expenditures
  - Consistent with prior years; no known changes currently
  - Exception – Bed Tax Fund
    - As revenue increases, so does our liability to Destination: Canal Winchester

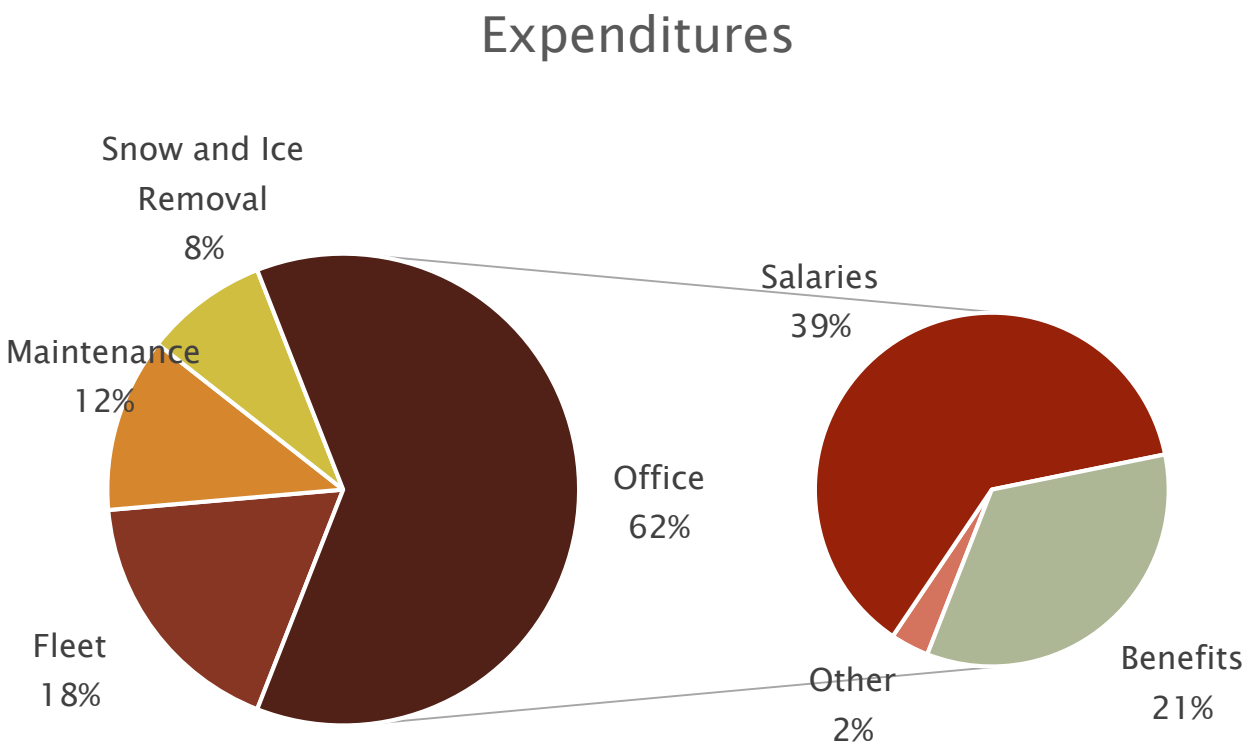
Special Revenue Funds

- Street Maintenance Fund

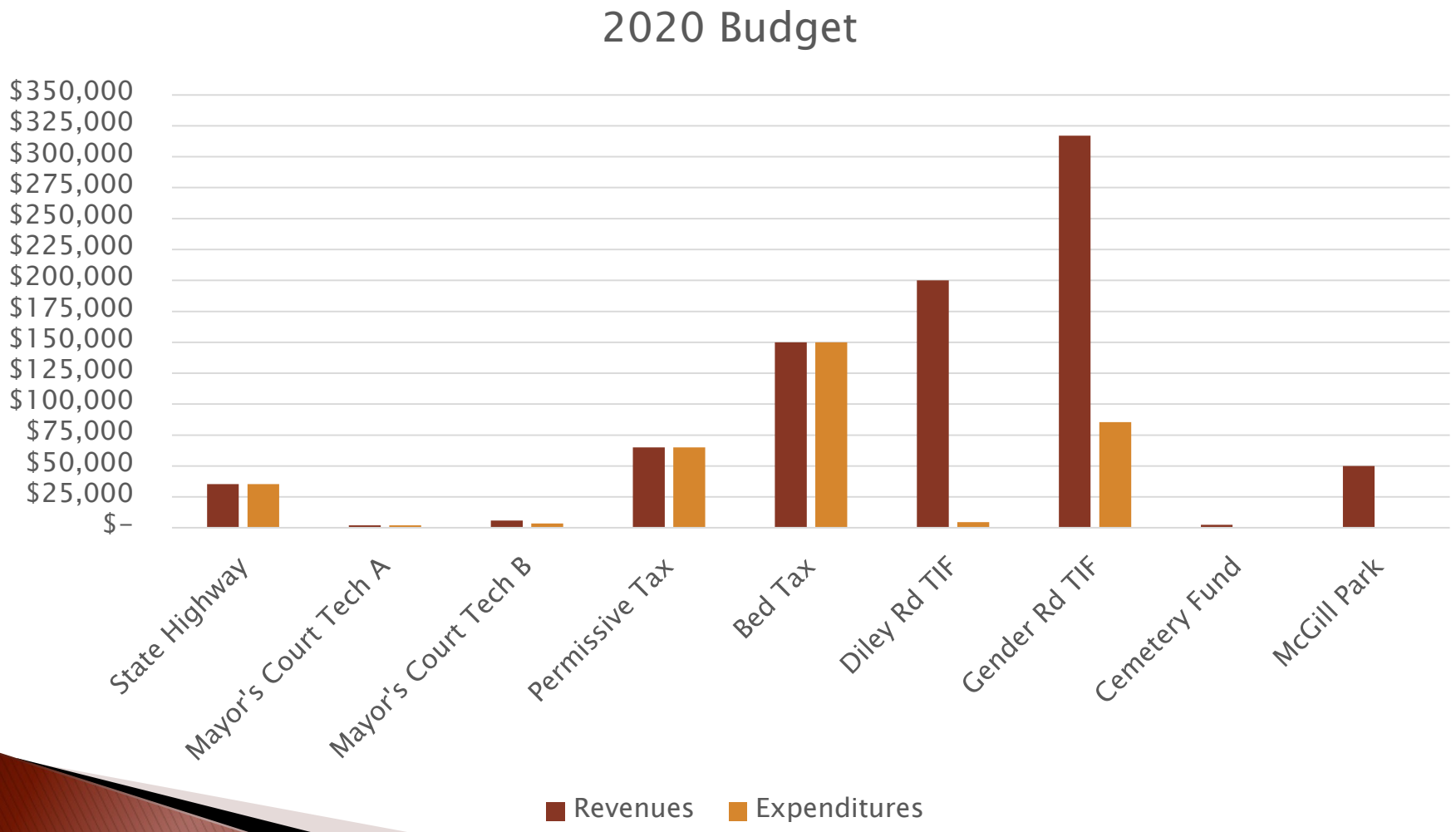


Special Revenue Funds

- Street Maintenance Fund



Special Revenue Funds

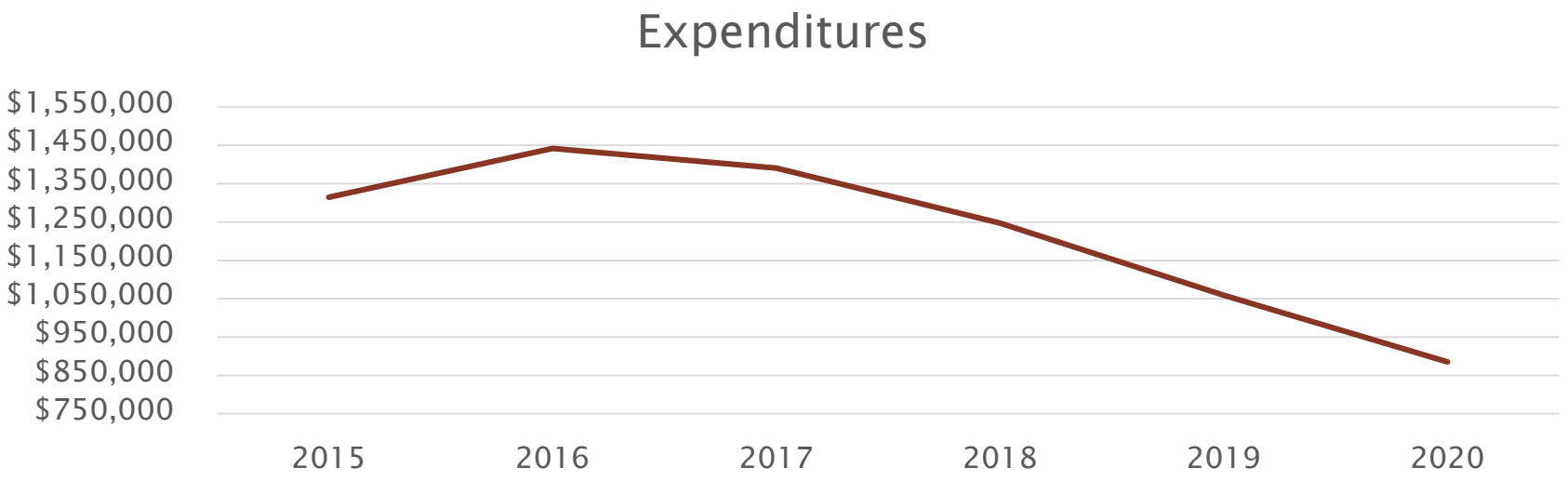


General Obligation Fund

- Pays for any debt not specifically related to utilities
  - Various purposed bonds (2013 refunding, 2015 issuance, 2017 refunding)
  - OPWC (7 street projects – 2020 is last year for Washington St project)
- Does not include McGill Park agreement or vehicle leases
- No voted debt, sole revenue source is transfers from General Fund

$885,000

General Obligation Fund

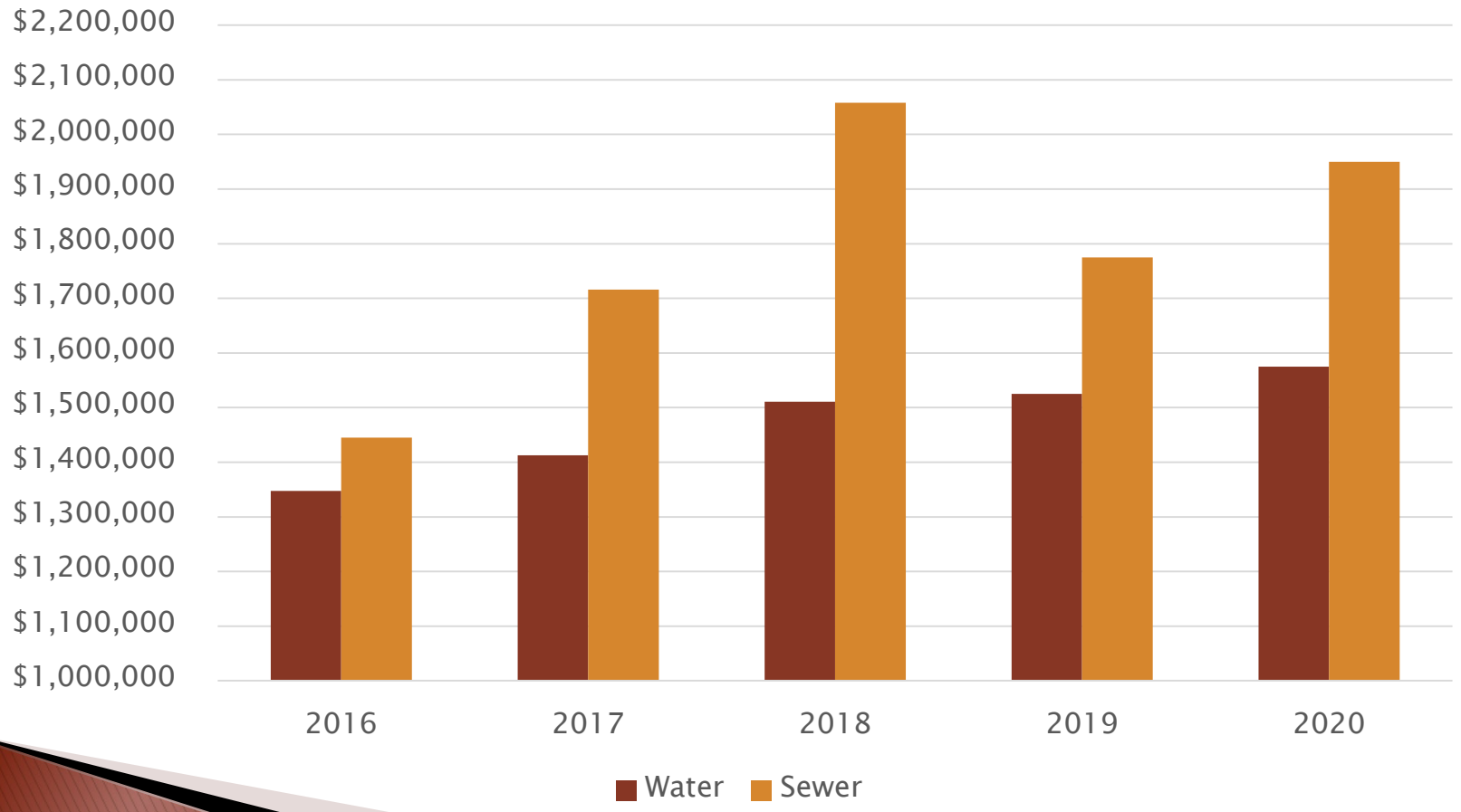


Enterprise Funds

- Water and Sewer Funds
  - Projected increase in collections due to general increase in usage.
  - No increase in water or sewer rates in 2020.
  - Increase in Water Meter Fees
  - Increase in expenditures for:
    - Salaries due to intern (Water only)
    - Chemical and utility costs
    - Debt payments per schedules

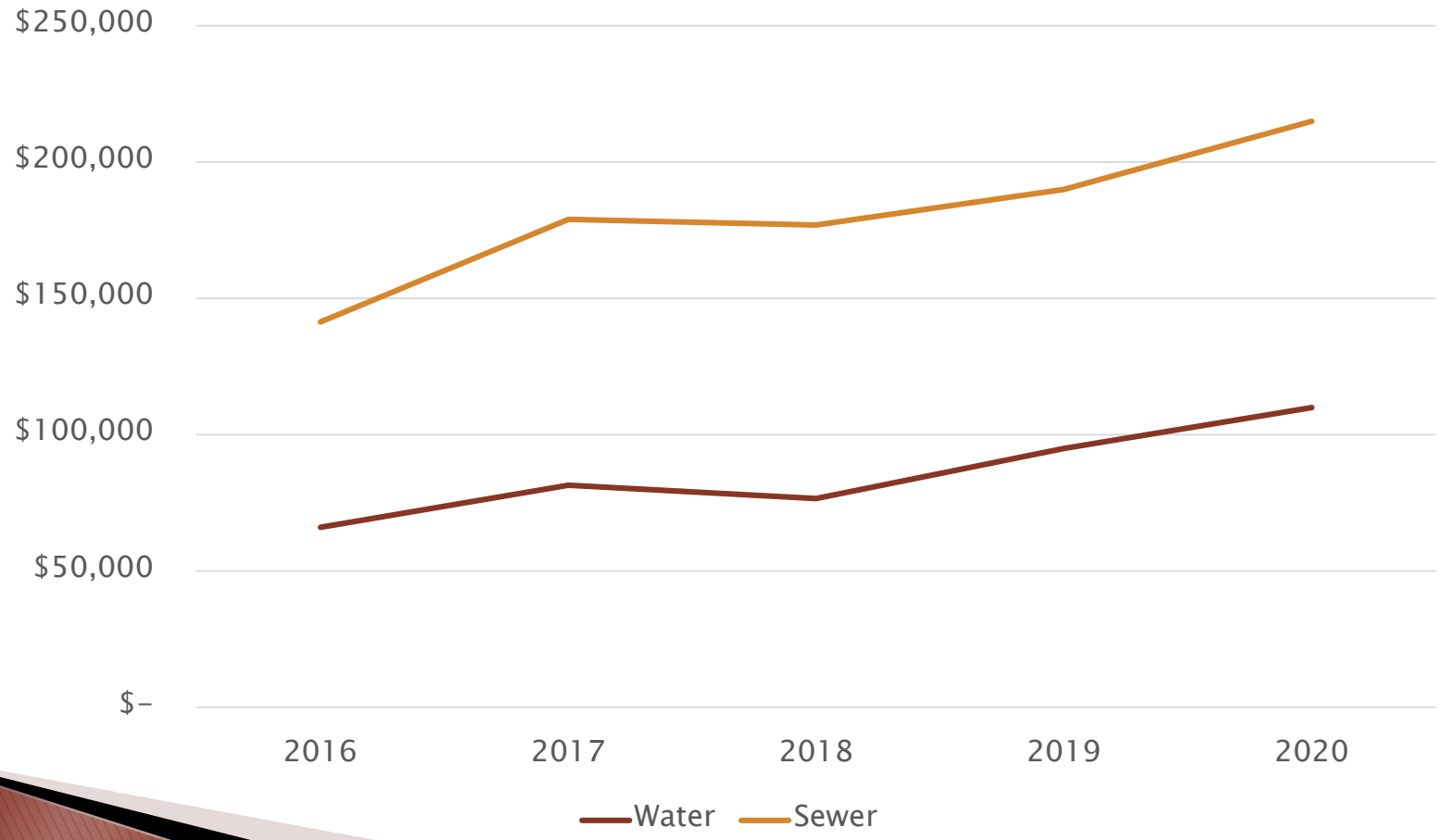
Enterprise Funds

- Utility User Charges



Enterprise Funds

- Utility Expenditures



Enterprise Funds

- Storm Water Fund
  - Small increase in user charges due to new development
- Water and Sewer Connections Funds
  - Revenue derived from capacity fees
  - Expenditures included planned Capital Outlay and emergency/unexpected repairs

Enterprise Funds

- Water and Sewer Connections Funds
  - Budgeted revenue = budgeted expenditures
  - $300,000 and $500,000, respectively
- Storm Water
  - Budgeted revenues > budgeted expenditures
  - $14,450 difference
    - NPDES Inspection Fees
      - Previously deposited into the General Fund, however, all other NPDES activity is accounted for in the Storm Water Fund.

Estimated Fund Balances

Fund	12/31/2019	12/31/2020	Increase/(Decrease)
Street Maintenance	$ 325,341.54	$ 345,041.54	$ 19,700.00
State Highway	$ 62,991.51	$ 62,991.51	$ -
Mayor's Court Tech A	$ 20,356.92	$ 20,356.92	$ -
Mayor's Court Tech B	$ 19,889.27	$ 22,389.27	$ 2,500.00
Permisive Tax	$ 121,373.03	$ 121,373.03	$ -
Bed Tax	$ 144,179.49	$ 144,179.49	$ -
FEMA Grant	$ -	$ -	$ -
BWC Grant	$ -	$ -	$ -
Interurban Project	$ 872.25	$ 872.25	$ -
Diley Road PITIE	$ 1,515,635.62	$ 1,711,135.62	$ 195,500.00
Gender Road TIF	$ 286,394.82	$ 517,894.82	$ 231,500.00
Cemetery Fund	$ 18,789.21	$ 21,289.21	$ 2,500.00
McGill Park	$ 100,000.00	$ 150,000.00	$ 50,000.00

Estimated Fund Balances

Fund	12/31/2019	12/31/2020	Increase/(Decrease)
GO Bonds	$ 29,308.50	$ 29,308.50	$ -
Capital Improvement	$ -	$ -	$ -
Issue 2/ CDBG Grants	$ -	$ -	$ -
State Grant Capital Projects	$ -	$ -	$ -
Water	$ 1,052,548.52	$ 908,848.52	$ (143,700.00)
Water Connections	$ 1,305,546.19	$ 1,305,546.19	$ -
Sewer	$ 1,126,761.97	$ 1,194,036.97	$ 67,275.00
Sewer Connections	$ 2,682,750.80	$ 2,682,750.80	$ -
Sewer Rate Stability	$ 1,000,000.00	$ 1,000,000.00	$ -
Water Stability	$ -	$ -	$ -
Storm Water Fund	$ 188,467.02	$ 202,917.02	$ 14,450.00
Meijer Agency	$ 136,877.69	$ 138,877.69	$ 2,000.00
Greengate Drive Agency	$ 306,103.61	$ 309,103.61	$ 3,000.00

2020 Tax Budget

Questions?

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			

ORDINANCE NO. 19-071

ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR THE PURCHASE OF 45 EAST WATERLOO STREET, CANAL WINCHESTER, OHIO OWNED BY BOB MCDORMAN REAL ESTATE, LLC

WHEREAS, Council hereby finds and determines it is in the best interest of the City of Canal Winchester to enter into an agreement for the purchase of the property 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) owned by Bob McDorman Real Estate, LLC for public purposes; and

WHEREAS, the parties have reached an agreement on price and closing conditions;

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

Section 1. That the Mayor be and hereby is authorized and directed to enter into a real estate purchase agreement, in a form substantially similar to the Exhibit A, on behalf of the City of Canal Winchester for the purchase of real property located at 45 East Waterloo Street, Canal Winchester, Ohio, Franklin County (PID 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251, and 184-003232) as fully described in said agreement, in the amount of $2,400,000 with the remainder of the terms and conditions set forth within the agreement.

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

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (the "Agreement") is entered into as of the last date of execution on the signature page below ("Effective Date") by and between Bob McDorman Real Estate, LLC, an Ohio limited liability company having a mailing address at 6500 Lithopolis Winchester Road, Canal Winchester, Ohio, 43110 (collectively, the "Seller"), and City of Canal Winchester, Ohio, an Ohio municipal corporation, or its assigns, having a mailing address at 36 South High Street, Canal Winchester, Ohio 43110 (the "Buyer"). The Buyer and Seller may be sometimes individually referred to as a "Party" or collectively referred to hereafter as the "Parties."

RECITALS

A. Seller is the owner of certain land described more particularly in Section 1 below.

B. Seller desires to sell the Property and Buyer desires to purchase the Property all on the terms and subject to the conditions set forth herein;

WHEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for good and other valuable consideration, the parties agree as follows:

1. The Property. Upon and subject to the terms and conditions herein set forth, the Seller agrees to sell and convey to the Buyer, and Buyer agrees to purchase and acquire from the Seller, approximately 1.29 acres identified as Franklin County, Ohio Parcel Numbers 184-000019, 184-000020, 184-000021, 184-000257, 184-000360, 184-000321, 184-000251 and 184-003232, as more particularly described on **Exhibit A-1** attached hereto and incorporated herein by this reference, together with all buildings, appurtenances, hereditaments, rights and privileges belonging to or in any way appertaining thereto, unless objected to by Buyer under the terms hereof (collectively, the "Property").

2. Purchase Price. The purchase price ("Purchase Price") for the Property shall equal Two Million Four Hundred Thousand Dollars ($2,400,000.00), subject to the debits and credits expressly provided for in this Agreement. The purchase amount shall be evidenced by a - Promissory Note (the "Note") in a form to be agreed upon by the Parties during the Review Period defined below, providing for quarterly installments of principal and interest amortized over ten (10) years at an interest rate of four percent (4%) per annum, with a maturity date on the tenth (10th) anniversary of the Closing Date. The Note shall be secured by a Mortgage (the "Mortgage") on the Property, in a form to be agreed upon by the Parties during the Review Period defined below, given by Buyer to Seller. The Parties acknowledge that the interest paid will be tax free to Seller per letter provided by Buyer's legal counsel on which Buyer shall have the right to rely. The Note shall provide that it cannot be prepaid for any reason, unless consented to by Seller.

3. Deposit. Buyer shall deliver to the Escrow Agent (as that term is defined in Section 4 below) within three (3) business days after the Effective Date, an earnest money deposit in the amount of Twenty-Five Thousand Dollars ($25,000.00) (the "Deposit"), which will be applied against the Purchase Price at Closing, unless otherwise disbursed in accordance with the terms of this Agreement.

4. Escrow and Closing. AmeriTitle Downtown, 150 E. Main Street, Suite 1A, Columbus, Ohio 43215 shall serve as both the escrow agent ("Escrow Agent") and the title agent issuing the Title Commitment (as that term is defined in Section 7 below). The "Opening of Escrow" shall be that date on which a fully executed copy of this Agreement, along with the Deposit, are deposited with the Escrow Agent. Provided this Agreement has not been terminated in accordance with its terms, the "Close of Escrow" or "Closing" of this Agreement shall take place in the office of the Escrow Agent thirty (30) days after Buyer's delivery of written notice that the contingencies set forth in Sections 6 and 7 below have both been satisfied.

5. Review. Buyer shall have a period (the "Review Period") commencing on the Effective Date and expiring ninety (90) days thereafter, within which to determine, in its sole and absolute discretion, whether the Property is suitable to Buyer. The Buyer and Seller agree as follows regarding the Review Period:

(a) During the Review Period the Seller shall create no encumbrances against the Property without the prior written consent of the Buyer, which consent may be withheld at Buyer's sole and absolute discretion.

(b) Within ten (10) business days after the Effective Date, Seller shall provide Buyer with copies of any of the following in its possession or control in any way relating to the Property: (i) any and all engineering, physical condition, soils, geological and/or environmental reports or studies and any other kinds of third-party inspection reports or studies that specifically cover all or part of the Property; (ii) any existing surveys that include all or part of the Property; (iii) any leases, service contracts or other kinds of contracts affecting the Property; and (iv) any other item reasonably requested by Buyer (collectively "Property Materials"). The Property Materials will be delivered "as is" for informational purposes only, without representation or warranty from Seller. In particular, Seller shall not be deemed to have made any representations or warranties regarding the completeness, accuracy or quality of the Property Materials or the competence of the preparer of the Property Materials. Seller shall have no obligations to Buyer with respect to the Property Materials, and Buyer shall have no right to rely on the Property Materials.

(c) During the Review Period, Buyer and its authorized agents, affiliates, employees and contractors may enter upon the Property at its and their sole risk and expense for the purpose of conducting development, architectural, engineering, economic and other studies, and physical, soils, geological, environmental, and other inspections of the Property to determine the condition of the Property. Buyer shall not alter or damage the Property in any manner and shall promptly restore the Property substantially to its original condition if any such damage does occur.

(d) During the Review Period, Buyer shall satisfy any objections that it may have relating to title to the Property including, without limitation, Seller's title in and to all coal, oil, gas and other mineral rights, all as set forth more particularly in Section 6 below.

(e) Buyer's investigations and other activities as set forth in this Section 5 shall in all events be completed at Buyer's sole cost and expense. Promptly upon completion of any such

investigation or other due diligence, Buyer shall deliver a copy of any third-party reports related to such investigation and/or due diligence to Seller.

(f) In the event Buyer does not notify Seller, in writing on or before the expiration date of the Review Period, that it is satisfied with its investigations of the Property, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer.

6. City Council Approval. Buyer shall have one hundred eighty (180) days from the Effective Date (the "Council Approval Period") to obtain the passage of all necessary and appropriate legislation from the City Council for the City of Canal Winchester, Ohio, to permit and authorize the purchase of the Property and to appropriate the necessary funds required for Closing under this Agreement. In the event Buyer is unable to obtain the passage of such legislation by the end of the Council Approval Period, this Agreement shall automatically terminate and the Deposit shall be returned to Buyer

7. Title Commitment and Survey.

(a) Title Commitment. Within twenty (20) days of the Effective Date, Buyer shall cause Escrow Agent, at Buyer's expense, to provide Buyer and Seller with a preliminary title insurance commitment with legible copies of all underlying documents and title matters affecting the Property (the "Title Commitment"). The Title Commitment shall be issued by the Escrow Agent as an agent for a nationally recognized title insurance company (the "Title Company") and shall be accompanied by a closing protection letter issued by the Title Company. No later than sixty (60) days after the Effective Date, Buyer shall notify Seller in writing (the "Title Objection Notice") of any objections to the matters contained in the Title Commitment. The Title Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. Seller shall have ten (10) business days after receipt of Buyer's Title Objection Notice within which to advise Buyer in writing ("Seller's Title Notice") regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller's proposed methods to cure same. Failure by Seller to timely provide the Seller's Title Notice shall be a deemed Seller's Title Notice to Buyer that Seller is unwilling to attempt to cure Buyer's objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller's Title Notice to either:

(i) send a notice ("Buyer's Title Acceptance Notice") to Seller waiving any uncured matters set forth in its Title Objection Notice; or,

(ii) elect not to submit a Buyer's Title Acceptance Notice and Buyer shall be deemed to have accepted such uncured matters; or,

(iii) send a termination notice to Seller terminating this Agreement.

Sending the Buyer's Title Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Title Acceptance Notice and later timely terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(b) Survey. Buyer, at Buyer's expense, shall order an ALTA survey of the Property (the "Survey") for Buyer's review. No later than sixty (60) days after the Effective Date, Buyer shall notify Seller in writing (the "Survey Objection Notice") of any objections to the matters contained in the Survey. The Survey Objection Notice shall be specific and shall set forth the reasons for such objections and the desired remedy therefor. The Survey Objection Notice shall also contain a copy of the Survey that is the subject of the objection. Seller shall have ten (10) business days after receipt of Buyer's Survey Objection Notice within which to advise Buyer in writing ("Seller's Survey Notice") regarding whether Seller intends to attempt to cure the matters to which Buyer has objected, and of Seller's proposed methods to cure same. Failure by Seller to timely provide the Seller's Survey Notice shall be a deemed Seller's Survey Notice to Buyer that Seller is unwilling to attempt to cure Buyer's objections. Buyer shall have ten (10) business days after receipt or deemed receipt of Seller's Survey Notice to either:

(i) send a notice ("Buyer's Survey Acceptance Notice") to Seller waiving any uncured matters set forth in its Survey Objection Notice; or,

(ii) elect not to submit a Buyer's Survey Acceptance Notice and Buyer shall be deemed to have accepted such uncured matters; or,

(iii) send a termination notice to Seller terminating this Agreement.

If Buyer causes a Survey to be undertaken and subsequently terminates this Agreement, Buyer agrees to deliver a copy of the Survey to Seller. Sending the Buyer's Survey Acceptance Notice does not waive Buyer's rights under Section 5 of this Agreement to determine whether the Property is otherwise suitable for Buyer's intended development. If Buyer sends its Buyer's Survey Acceptance Notice and later timely terminates this Agreement as provided in Section 5, then Buyer shall be entitled to a return of the Deposit.

(c) Permitted Exceptions. At Closing, Seller shall convey to Buyer good and indefeasible title in and to the Property, free and clear of all liens and encumbrances except: (a) those created by or assumed by Buyer; (b) those specifically set forth in this Agreement; (c) zoning and other governmental ordinances; (d) legal highways; (e) taxes and assessments which are a lien but not yet due and payable; (f) covenants, restrictions, conditions, easements and other matters of record or otherwise known to Buyer; (g) matters that would be disclosed by an accurate survey of the Property and (h) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record (collectively "Permitted Exceptions"). In no event shall any of the Permitted Exceptions include any mortgages or other financial liens encumbering the Property, all of which shall be paid from the Seller's proceeds at Closing. At Closing, Seller shall sign and deliver to the Escrow Agent a seller's affidavit in accordance with community custom.

8 Seller's Conduct Prior to Closing.

Between the Effective Date and the Closing, Seller shall not, without Buyer's written consent: (a) transfer, sell, assign, lease or otherwise convey the Property or any interest therein, except as a result of condemnation proceedings in which event the provisions set forth in Section 15 of this Agreement shall apply; (b) grant, modify, create, assume or permit to exist any

new: mortgage, lien, encumbrance, easement, covenant, condition, right of way or restriction upon the Property, or voluntarily take or permit any action adversely affecting title to the Property as it exists on the date of this Agreement unless permitted by this Agreement; (c) materially alter or change the condition or status of the Property.

9. Title Insurance; Deed. At the Close of Escrow, Escrow Agent shall deliver to Buyer a proforma title policy (the "Title Policy") issued pursuant to the Title Commitment as finalized pursuant to Section 6 above, containing only the Permitted Exceptions established under the terms of this Agreement committing the Title Company to issue within a reasonable time after the Close of Escrow, at Seller's expense, the Title Policy insuring title to the Property to Buyer in the amount of the Purchase Price subject only to the Permitted Exceptions. At Close of Escrow, Seller shall deliver to Buyer for recordation by Escrow Agent, the Deed, free and clear of all liens or any other monetary obligations, from Seller to Buyer conveying title to the Property to Buyer, subject only to the Permitted Exceptions.

10. Warranties and Representations.

(a) Seller's Warranties and Representations. All warranties and representations set forth in this Section 10(a) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year except as otherwise set forth below. Seller hereby represents and warrants as follows:

(i) Seller has good and indefeasible fee simple title to the Property. This item shall expire at Closing.

(ii) To Seller's current, actual knowledge, there is no litigation or proceeding pending or threatened against or relating to either the Property and/or Seller's ability to consummate the transactions contemplated hereby, and Seller has received no notice of any pending, threatened or contemplated condemnation actions or special assessments with respect to the Property.

(iii) There are no parties in possession of any part of the Property.

(iv) Seller has not received any written notice of violations of any environmental or other laws applicable to the Property that remain uncured as of the date hereof.

(v) Seller is authorized and permitted to enter into this Agreement and to perform all covenants and obligations of Seller hereunder, and Seller's right to execute this Agreement is not limited by any other agreements. The person signing this Agreement on behalf of Seller has been duly authorized to do so. The execution and delivery of this Agreement, the consummation of the transaction described herein and compliance with the terms of this Agreement will not conflict with, or constitute a default under, any agreement to which Seller is a party or by which Seller or the Property is bound, or, to Seller's current, actual knowledge, violate any regulation, law, court order, judgment, or decree applicable to Seller or the Property.

(vi) To Seller's current, actual knowledge, no consent, approval or authorization or waiver of any right of first refusal of any person, nor any declaration, filing or

registration with any governmental entity is required to be made or obtained by Seller (or by any affiliate of the Seller) in connection with the execution, delivery and performance by Seller of this Agreement and the transactions contemplated thereby.

(vii) To Seller's current, actual knowledge there are no contracts, purchase options or other contractual agreements that in any way affect the Property except as may be set forth in the Title Commitment.

(viii) If any of the persons executing this Agreement on behalf of Seller is an individual, and if any such individual is not identified as having a spouse, such individual represents and warrants that the signature of his/her spouse, if any, is not required in order to either execute this Agreement or to undertake all obligations imposed upon Seller under the terms of this Agreement in order to effectively close the purchase and sale of the Property.

As used in this Section 10(a), the words "to Seller's current, actual knowledge", or similar wording, means to the then current, actual (and not implied or constructive) knowledge of Alice F. McDorman, without any obligation of investigation or inquiry.

(b) Buyer's Warranties and Representations. All warranties and representations set forth in this Section 10(b) shall be true and correct as of the date hereof, as of the date of Closing, and shall survive the Closing for a period of one (1) year. Buyer hereby represents and warrants as follows:

(i) The execution, delivery and performance by Buyer of this Agreement and the performance by Buyer of the transactions contemplated hereunder have each been duly authorized by such persons or authorities as may be required.

(ii) Buyer has full right, power and authority to enter into this Agreement and carry out the obligations hereunder. Each person executing this Agreement on behalf of Buyer represents and warrants that such person is duly authorized to act on behalf of Buyer in executing this Agreement, and that this Agreement constitutes a valid and legally binding obligation of Buyer enforceable against Buyer in accordance with its terms.

(iii) To Buyer's current, actual knowledge, there is no litigation or proceeding pending or threatened against Buyer which could have a materially adverse effect on Buyer's ability to perform its obligations hereunder.

11. Prorations and Closing Costs. The Buyer and the Seller agree as follows with respect to prorations and closing costs:

(a) Taxes and Assessments. At the Close of Escrow, the Seller shall pay, or credit against the Purchase Price: (i) all delinquent taxes and assessments, including penalties and interest, which are a lien against the Property as of the date of Closing; (ii) any assessments which are a lien against the Property and due; and (iii) all unpaid current real estate taxes and installments of assessments, if any, which are a lien against the Property, prorated through the date of Closing. The proration shall be based upon a 365-day year and be based upon the most recent assessed valuation of the Property and shall be final at Closing.

(b) Any Other Operating Expenses. Any other operating expenses relating to the Property shall be paid by the Seller, such as mowing contracts, lawn service, utility charges or other similar expenses. The parties expressly acknowledge and agree that Buyer shall have no obligation to assume any contracts or other obligations in any way relating to the Property.

(c) Closing Costs. At Closing, Seller shall pay (i) any and all state and county real estate transfer taxes and related conveyance fees required to be paid in connection with the recording of the Deed transferring title to the Property to the Buyer; (ii) the premium and all costs and expenses related to the issuance of the Title Policy, provided Seller shall not be responsible for costs related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Policy other than the cost of any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 7 above; and (iii) one-half of all escrow and closing fees charged by the Escrow Agent. Buyer shall pay (i) any recording and filing fees for the Deed; (ii) costs of the Title Commitment; (iii) costs of the Title Policy to the extent related to any endorsements or coverages requested by Buyer beyond the costs of the basic Title Commitment and Title Policy other than any endorsements or coverages Seller has agreed to provide to cure any title or survey matters pursuant to Section 6 above; (iv) the cost of the Survey; and (v) one-half of all escrow and closing fees charged by the Escrow Agent. Any costs not listed above shall be paid in accordance with the community custom as determined by the Escrow Agent.

12. Broker. Buyer and Seller represent and warrant that they have not dealt with any person, firm, real estate broker, or realtor in connection with the sale of the Property and no realtor's or finder's fees, brokerage commissions, or other forms of compensation are due to any other realtor or broker in connection with the sale of the Property and each Party agrees to indemnify the other for any claims therefore.

13. Closing Documents. On or before 12:00 noon on the day of Closing, the Buyer and Seller shall deliver the following respective documents to the Escrow Agent:

(a) Seller.

(i) the Deed, subject only to Permitted Exceptions as determined under the terms of this Agreement;

(ii) the closing settlement statement;

(iii) such other documents as are required by the Title Company and/or are reasonably necessary to fulfill all of Seller's obligations under the terms of this Agreement.

(b) Buyer.

(i) the Note and Mortgage, properly executed and, as to the Mortgage, notarized;

(ii) any additional funds necessary for Closing;

(iii) executed counterparts of any other documents listed in Section 13(a) required to be signed by the Buyer;

(iv) such other documents as are required by the Title Company and/or are reasonably required to fulfill all of Buyer's obligations under this Agreement.

14. Default.

(a) Buyer's Remedies. If this Agreement becomes a binding contract without any contingencies, then any failure to close escrow which is the fault of Seller constitutes a default by Seller under this Agreement, and if Seller fails to cure such default within five (5) days of receipt of written notice of default from Buyer, then Buyer shall be entitled, as its sole and exclusive remedy, to either: (i) cancel this Agreement, in which case Buyer shall be entitled to the immediate return of the Deposit; or (ii) institute an action for specific performance.

(b) Seller's Remedies. If Buyer fails to perform any of its obligations hereunder and fails to cure such default within five (5) days of receipt of written notice of default from Seller, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and keep the Deposit as liquidated damages by reason of Buyer's breach. The parties acknowledge that Seller's actual damages would be difficult or impossible to determine and that liquidated damages in the amount of the Deposit are reasonably equivalent to Seller's damages as a result of any such breach.

15. Termination. In the event this Agreement is terminated, or deemed to have been terminated, as provided herein, this Agreement shall be deemed null and void and of no further force and effect, and neither party shall have any further obligation or liability to the other in connection with or under this Agreement except for those covenants that, by their nature, are intended to survive the termination hereof. In the event of a termination, as expressly provided in this Agreement, the Escrow Agent shall deliver any documents delivered to it back to the party which sent the respective documents to the Escrow Agent.

16. Condemnation. In the event that any portion of the Property (excluding any immaterial portion that does not affect the value of the Property as determined in Buyer's reasonable discretion) is either taken by eminent domain proceedings or, any threat thereof is issued by any applicable governmental authority, Buyer shall have the right, at its election, to either (i) terminate this Agreement without liability on its part, or (ii) proceed with the acquisition of the Property and receive from Seller an assignment of all eminent domain proceeds. Buyer shall exercise this election within thirty (30) days after receipt of evidence that the Property is under the threat of any eminent domain proceedings.

17. Notice. All notices given under this Agreement shall be in writing and delivered either by (a) the United States Postal Service, certified mail, return receipt requested, postage prepaid; (b) personal delivery; (c) a nationally recognized overnight air courier service; or (d) email (provided that another form of notice described herein is also used); in each case sent, delivered or emailed to the parties as listed below. Each notice shall be deemed given upon the date sent. The lawyer for any party is entitled to give notice under the terms hereof. If any party

has multiple notice addresses and those notice addresses are identical, then the notice requirement shall be satisfied if a single notice is sent to that same address. Any party may change at any time its notice address by delivering a change of address notice using the foregoing notice procedures.

If to Seller:

Bob McDorman Real Estate, LLC
6500 Lithopolis-Winchester Road
Canal Winchester, Ohio 43110
Email: alicemcdorman@aol.com

With a copy to:

Steven G. Gentry, Esq.
Gentry Law Group, LLC
2000 W. Henderson Road, Suite 355
Columbus, Ohio 43220
Email: sgg@sgentrylaw.com

If to Buyer:

City of Canal Winchester, Ohio
36 South High Street
Canal Winchester, Ohio 43110
Attention: Lucas Haire, Development Director
Email: lhaire@canalwinchesterohio.gov

With a copy to:

James S. Gray, Esq.
Frost Brown Todd LLC
One Columbus, Suite 2300
Columbus, Ohio 43215
Email: jgray@fbtlaw.com

If to Escrow Agent:

AmeriTitle Downtown
150 E. Main Street, Suite 1A
Columbus, Ohio 43215
Attention: _____
Email: _____

18. Miscellaneous. This Agreement may be changed, waived, or amended only in an agreement signed by all parties to this Agreement. Except as specifically provided herein, this Agreement contains the entire understanding between the parties relating to the subject matter hereof, and it supersedes any and all prior oral or written understandings or agreements relating to any such matters. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors, assigns, heirs, executors, administrators, legal and personal representatives, as applicable. Buyer may not assign its rights under this Agreement without the prior written consent of Seller except that Buyer may assign its rights under this Agreement to another public entity or to an entity set up and controlled by Buyer for the purpose of taking title to the Property without the consent of Seller. The captions of the several sections of this

Agreement are not a part hereof, and these captions shall not be used to interpret any of the terms of this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. The Recitals are intended to be a part of this Agreement and are incorporated into the body hereof. All parties signing this Agreement have taken all duly authorized action necessary to authorize the execution of this Agreement and to execute any and all documents related hereto, and each of the parties may rely upon this section of the Agreement without the necessity of having further documentation to evidence such authority. If either party defaults under its obligations set forth in this Agreement, the non-defaulting party shall be entitled to recover reasonable attorneys' fees and expenses incurred by the non-defaulting party in defending, initiating or otherwise enforcing its rights under the terms of this Agreement. The parties specifically acknowledge, represent, and warrant that all of the terms and conditions of this Agreement are adequately and fully supported by consideration. In computing any period of time under this Agreement, the day of the act or event for which the designated period of time begins to run shall not be included, but the last day of the period shall be included, unless it is a Saturday, Sunday or a legal holiday, in which event, the period shall run through the next business day. This Agreement may be executed in counterparts and shall be fully enforceable so long as both parties have signed either one Agreement or documents in counterpart. This Agreement may be executed with signatures delivered by either facsimile or email, and copies of such signatures so delivered shall be deemed as originals. Time is of the essence with respect to the parties' respective obligations under the terms of this Agreement. Both parties have been represented by legal counsel in connection with the negotiation and execution of this Agreement, and accordingly, in interpreting any of the provisions of this Agreement, no rules of construction shall be adopted to deem that the Agreement shall be read in favor of any party which may not have participated in drafting one or more provisions of the terms of this Agreement.

19. Conveyance As-Is. Except as expressly set forth herein, (a) Seller makes no representation or warranty of any nature about the condition of the Property or its fitness of any particular purpose, and (b) Buyer acknowledges that the Property is being sold "as-is" and "with all faults" as of the date of Closing.

20. Building Name. Buyer agrees that the Building shall be named the "The Bob McDorman Building" and that this obligation shall survive Closing.

[End of Agreement – Signatures on Next Page]

IN WITNESS WHEREOF, Seller and Buyer, intending to be legally bound hereby, have executed this Agreement.

SELLER:

BOB MCDORMAN REAL ESTATE, LLC, an Ohio liability company

By: Alice F McDorman

Name: ALICE F McDORMAN

Title: AGENT

Date: AUGUST 12, 2019

BUYER:

CITY OF CANAL WINCHESTER, OHIO, an Ohio municipal corporation

By: [signature]

Michael Ebert, Mayor

Date: 8-16-, 2019

Exhibit A-1

Legal Description

Tract 1:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lots No. 21, 22, and 23 in DOVE'S ADDITION to the Village (now City) of Canal Winchester as the same are numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio.

N9 All of (184) 19, 20, 21

Parcel Numbers:· 184-000019, 184-000020, 184-000021.

Tract 2:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being 119 feet off of the northerly end of 35 feet off of the easterly side of Lot Number 24 in DOVE'S ADDITION, to the Village (now City) of Canal Winchester and the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 3, Page 142, Recorder's Office Franklin County, Ohio.

N9 All of (184) 360

Parcel Number. 184-000360.

Tract 3:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lot Number 24 in DOVE'S ADDITION to the Village (now City) of Canal Winchester. as the same is numbered and delineated upon the recorded plat thereof of record in Plat Book 3, page 142, Recorder's Office Franklin County, Ohio, except 35 feet off the east side of said lot.

N9 All of (184) 257

Parcel Number. 184-000257

Tract 4:

Situated in the County of Franklin, State of Ohio and in the City of Canal Winchester:

Being Lot Number 25 In DOVE'S ADDITION to the Village (now City) of Canal Winchester, as the same is numbered and delineated upon the recorded plat thereof of record in Plat book 3, page 142, Recorder's Office Franklin County, Ohio except a strip off of the southerly end of said lot conveyed to the Scioto Valley Traction Company by deed recorded In Deed Book 361, Page 348, Franklin County Recorder's Office.

EXCEPTING THEREFROM the following:

Being a strip of land off the rear of the grantor's Lot No. 25 Dove's Addition to the Village of Canal Winchester, Ohio, said strip to include all the land lying between the Ohio Canal and a ditch through the lot and parallel to said canal, said ditch being 56 to 63 feet North of the Centerline of the final location of the Scioto Valley Traction Company and containing 1/10 of an acre, more or less.

Parcel Number: 184-000321

DESCRIPTION VERIFIED
DEAN C. RINGLER, P.E., P.S.
BY: RR
DATE: 6/19/13

N9
All of
(184)
321

SCHEDULE C

Exhibit A

File Number: 06-6386 Policy Number: 06-6386

Situated in the County of Franklin, State of Ohio and in the Township of Madison, Canal Winchester Corp:

TRACT 1: Beginning at a point on the west line of Middle Alley, in the Village of Canal Winchester, Ohio, ~~980.2~~ 90.2 feet, southerly from the northeast corner of Lot 25, of Reuben Dove's Addition; thence southerly with the west line of Middle Alley, 31.8 feet to a point 24.2 feet north of the old center line of the track of The Scioto Valley Railway & Power Company, measured at right angles thereto; thence westerly, running 122.0 feet south of and parallel with the south line of Waterloo Street 82.5 feet to the east line of Lot 24, of a point 24.35 feet north of the old center line of the track; thence northerly, with the west line of Lot 24, 38.65 feet to a point in the center of a former ditch; thence southeasterly, with the center line of said former ditch, 82.72 feet to the point of beginning, containing 0.069 of an acre of land, more or less; being part of the south half of Lot 25 (now no. 227) of Reuben Dove's Addition to the Village of Canal Winchester, Ohio, being tract no. 17 of deed from Henry B. Peters to C. T. Edmonds, April 8th, 1932, and part of the land conveyed to The Scioto Valley Traction Company by D. C. Young, December 19th, 1901; recorded in Vol. 967, page 398, and Vol. 361, page 346, Franklin County, Ohio, Records of Deeds.

TRACT 2: Beginning at the southeast corner of Lot 25, Reuben Dove's Addition; thence West with South line of said lot 25, 82.5 feet to the southwest corner thereof, thence northerly with the east line of Lot 26, 10 feet; thence easterly, running 10 feet north and parallel with the south line of Lot 25, 82.5 feet to the west line of Middle Alley; thence southerly with the west line of Middle Alley, 10 feet to the point of beginning, containing .019 of an acre, more or less.

TRACT 3: Beginning at a point, the southeast corner of Lot 24, of Reuben Dove's Addition to the Village of Canal Winchester, Ohio; thence westerly with the south line of said Lot 24, 35.0 feet to a point; thence northerly 10.0 feet parallel with the east line of said Lot 24, to a point; thence easterly running 10.0 feet north of and parallel with the south line of said Lot 24, 35.0 feet to a point; thence southerly with the line between Lots 24 and 25, 10 feet to the point of beginning. Containing 0.008 of an acre of land, more or less, and being part of Lot 24 conveyed to the Scioto Valley Traction Company by J. T. Flinchbaugh, May 20, 1902; recorded in Vol. 356, page 1555, Franklin County, Ohio, records of Deeds.

TRACT 4: Being three (3) feet off of the south end of the following described real estate: Being ~~33~~ 35 feet off of the east side of Inlot Number 24 in Dove's Addition to the Village of Canal Winchester, Ohio, as the said Lot is numbered and shown on the recorded plat of said Addition, except such portion of said lot as was heretofore conveyed to The Scioto Valley Traction Company off of the South end of said Lot.

aka 15 S. Trine St., Canal Winchester, Oh 43110

NA allof
(134)
251

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E.P.S.
BY: DD
DATE: 9-1-06

DESCRIPTION OF A FOUR (4) FOOT STRIP
SOUTH OF WATERLOO STREET
WEST OF TRINE STREET

Situated in the State of Ohio, County of Franklin, City of Canal Winchester, Section 30, Township 15, Range 20, Congress Lands East of Scioto River, being a four (4) foot wide strip of land along the northerly extent of the historic Ohio and Erie Canal as demonstrated on the Ohio & Erie Canal Plat No. 148 on file with the Ohio Department of Natural Resources, Canal Lands Office, and being out of that 1.291 acre tract as described in a Governor's Deed to the Village of Canal Winchester, filed August 6, 1964 of record in Deed Book 2581, Page 545, all references to records are on file in the Recorder's Office, Franklin, County Ohio, said strip being more particularly described as follows:

Commencing at a 5/8" rebar with a plastic cap stamped "E.P. Ferris Surveyor 8230" found at the northeasterly corner of Lot 25 as delineated on the plat of "Reuben Doves Addition" of record in Plat Book 3, Page 142 and being the intersection of the southerly right of way line of Waterloo Street and the westerly right of way of Trine Street;

Thence South 30°22'10" West, along the easterly line of said Lot 25, the westerly line of said Trine Street, passing a mag-nail found at a distance of 90.21 feet, a total distance of 132.00 feet to a mag-nail found at the southeasterly corner of said Lot 25, in the northerly line of said 1.291 acre tract and being the **True Place of Beginning** of the strip of land herein described:

Thence South 30°22'10" West, continuing along the westerly line of said Trine Street, into said 1.291 acre tract, a distance of 4.00 feet to a mag-nail set;

Thence North 59° 57'59" West, through said 1.291 acre tract, along a line parallel to the northerly line of said 1.291 acre tract, a distance of 412.06 feet to an iron pin set;

Thence North 30°02'01" East, a distance of 4.00 feet to an iron pin set in the northerly line of said 1.291 acre tract, in the southerly line of said "Reuben Doves Addition";

Thence South 59°57'59" East, along the northerly line of said 1.291 acre tract, along the southerly line of said "Reuben Doves Addition", a distance of 412.08 feet to the **True Place of Beginning** and containing 0.037 acre of land.

Bearings are based on South 59°57'59" East along the southerly right of way line of Waterloo Street and are referenced to the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS) utilizing GPS observations of the Ohio Department of Transportation Virtual Reference Stations from a survey of the premises by others.

The foregoing description has been prepared by BRH Group, Inc. from an actual field survey of the premises on April 8, 2013. Iron pins set are 5/8" rebar, 30" long with a plastic cap stamped "BRH Group".

N-9
Split
0.037 Prime
outlot
(184)
751

BRH Group, Inc.

John L. Price
Professional Surveyor No. 7159
(Project 40204)

08/02/2013

STATE OF OHIO
JOHN L. PRICE 7159 REGISTERED
PROFESSIONAL SURVEYOR

DESCRIPTION VERIFIED
DEAN C. RINGLE P.E., P.S.
BY
DATE 12 Aug 13

Exhibit C

COUNCIL UPDATE

November 26, 2019

Finance Department

Amanda Jackson, Finance Director

Project Status:

Bed Tax Grant – Applications were due on November 30th. Due to the timing of month end, I do not have the complete list of submitted applications but the plan is to have a recommendation for full Council at the December 16th meeting.

Transition to 2020 – As we approach the end of the fiscal year, the Finance Department has begun looking ahead to determine the last date to write purchase orders, the last check run of the year, and when purchase orders for the new year can be written. We do our best to make the transition from one year to the next a smooth one for our coworkers and look forward to another easy year end close!

COUNCIL UPDATE

November 26, 2014

Department of Public Service

Matt Peoples, Director

Project Status:

Public Works Facility & Salt Barn: We have been meeting with an architect to review conceptual layouts for this project and have selected one we feel with best accommodate our current and future needs. The architect is working on more detailed drawings and preliminary estimates and we are expecting to present to Council at the December Service Committee meeting. The salt barn is being designed as part of the WRF plant upgrade project since it will be similar to the sludge barn.

Gender Rd. Phase IV Project: We expect to hear word from OPWC in December as to the success of our application. In the mean time we will continue to work with property owners in the area of this project to answer their questions and provide information as discussed at Committee of the Whole.

Truck Parking Issues: The ordinance that establishes no truck parking in Canal Pointe took effect November 21. We installed signs at the entrances and on internal streets and passed out notification fliers. To date we have had a few complaints but no issues. We have also heard numerous compliments from the area businesses.

2015 Street CIP: We are working to put the design together for this project that is expected to include Canal St., Prentiss School Dr., Thrush Dr. and other streets in Westchester Phase II, Winchester Blvd., alley work, crack sealing, and additional drainage improvements on Groveport Pk.

Interurban Building: We will be moving to begin some preliminary work on the interior of the building in preparation for the remaining construction in 2015.

WRF Plant Updates: We are continuing design of this project that includes: new SCADA system, aeration upgrades, electrical system upgrades and equipment replacements. The project is expected to bid in 2014 and awarded early 2015.

NIMS Updates: We are currently updating our National Incident Management System (NIMS) information with the Franklin County Emergency Management Agency. In addition, we are held a work session with Madison Township and the City of Groveport to collaborate on our multiagency coordination systems.

COUNCIL UPDATE

November 26, 2014

Division of Urban Forestry

Dick Miller, Urban Forester

Project Status:

Landscapes:

As part of the fall street tree plantings, Klamfoth Inc. installed 29 Taxus shrubs along the north side of the parking lot between the Chevrolet Museum and the Community Center. Four dogwood trees will be added to the south side of the lot. Additionally, the fall plantings are nearly complete.

Landscape changes will be made to the street- scape development along Winchester Blvd. west of Prentiss School Drive. Existing junipers no longer needed for screening will be removed and replaced with an assortment of trees.

Tree Removals:

Tree work (dead trees) continues by Arbaugh Tree Service near the Groveport Road bike path and near the western city limits along that street.

Tree Preserved:

The zoning department has helped preserve a significant Pecan Tree (5th largest in Ohio) located directly across from the Gender Road fire station. The private tree is quite close to the road and will enhance the future aesthetic appeal of that street scape.

Trees Pruned:

Dead-wood is being removed and significant overhanging limbs trimmed in the previous Marathon gas station lot. No trees are being removed at this time.

COUNCIL UPDATE

November 26, 2014

Division of Water

Gary Schmitt, Superintendent

Project Status:

2013 Tank Town Waterline Replacement:
Locations of main valves, curb boxes, and hydrants submitted to Bird & Bull Engineering for integration into GIS program. Awaiting final verification of input of data.

Distribution:

- Staff assisted two commercial businesses in resolving high consumption issues.

Miscellaneous:

- Winterization procedures have been completed for all wells and water towers.
- Layne Pump completed re-cleaning of Well #4. Currently awaiting coliform sample test results prior to putting well back in service.

COUNCIL UPDATE

November 26, 2014

Division of Streets, Lands and Buildings

Shawn Starcher, Manager

Project Status:

Events: Crews have begun decorating the town for the upcoming Christmas in the Village event.

Leaf Removal: Leaf removal still remains our biggest task as of now. Two crews are scheduled throughout the week for leaf pick-up. Just a reminder that leaf season will continue thru December 5th.

Snow & Ice Removal: Crews have prepped and serviced snow plows and trucks for the upcoming winter season. We have already been tested this year and look forward to the challenge once again.

Street Sweeping: The street sweeper will continue to be scheduled to be out sweeping the streets to help with leaf droppings.

Training: All Street Employees have taken part of various LTAP training courses over the last month. Congratulations to Rhett Young and Rich Webster for receiving their Road Scholar level 1 certificate.

COUNCIL UPDATE

November 27, 2019

Development Department

Lucas Haire, Director

Development Report

- Skelton Truck Lines has proposed a new 10,744 square feet office warehouse in Canal Pointe on Rutherford Dr. to accommodate their trucking operations. This will be heard by the Planning and Zoning Commission at their meeting on December 9.
- Planning and Zoning will also hear seven variance requests filed on behalf of Friendship Kitchen for their proposed location at Trillium Drive and Gender Road.
- Scramblers is nearing completion of their new restaurant at 6402 Winchester Blvd. and should open in early December.
- Kroger is nearing completion of their $4 million renovation of their store 6095 Gender Road. They are holding a ribbon cutting on December 6 at 8 am.
- The building department is also undergoing a rating by the ISO or Insurance Services Office. We are rated every four years and this rating impacts home owners and commercial building insurance within our jurisdiction.