

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

January 19, 2016

6:30 Caucus

7:00 – Reg. Meet.

Presentations: Proc. – 1st Responder’s Awareness; Oaths of Office

FINANCE: Mr. Davis

- Ordinance C-03-16 Authorize the City Administrator to Execute the Amended and Restated Central Ohio Health Care Consortium Joint-Insurance Agreement and Declare an Emergency.

 - Ordinance C-04-16 Appropriate \$30,000.00 from the Drug Law Enforcement Fund for the Current Expense of Purchasing a Van to be used by the Division of Police for Law enforcement Purposes and to declare an Emergency.

 - Ordinance C-05-15 Appropriate \$251,832.53 from the General Fund for the Current Expense of Undergrounding Utility Lines between I-71 and Jackpot Road. First reading.

 - Ordinance C-06-16 Appropriate \$43,500.00 from the General Fund for the Current Expense of Conducting an Alternative Fuel Feasibility Study with Clean Fuels Ohio. First reading.
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SAFETY: Ms. Lanese

- Ordinance C-07-16 Enact Section 505.18 titled Pet Shops – Restrictions on the Sale of Dogs and Cats in the City. First reading.
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SERVICE: Mr. Berry

- Resolution CR-03-16 Authorize the City Administrator to Enter into an Agreement and Cooperate with the Director of Transportation for Crosswalk Improvements.

 - Resolution CR-04-16 Authorize the City’s Consulting Engineer to Prepare Plans, Specifications and Cost Estimates for the Construction and Repair of Sidewalks on Anna Ave., Dennis Ln., Gunderman Ave., Irwin Ave., Jerome Court, Lotz Drive, Michael Ln., Sheldon Pl., Terry Ln. and Wendy Ln.
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LANDS: Mr. Bennett

- Ordinance C-01-16 Repeal and Replace Chapter 903 of the Codified Ordinances titled Parks. Second reading and public hearing.

- Ordinance C-02-16 Vacate a 20” Sanitary Sewer Easement located South of I-270 and West of Gantz Road. Second reading and public hearing.

- Ordinance C-08-16 Accept the Annexation of 51.63+ acres located at 1421 Borrer Road in Jackson Township to the City of Grove City. First reading.

- Ordinance C-09-16 Accept the Annexation of 0.687+ acres located at 3811 Mayfair Drive in Jackson Township to the City of Grove City. First reading.

- Ordinance C-10-16 Approve the Rezoning of 3927 – 3931 – 3935 – 3937 Front Street from R-2 & IND-1 to PUD-C with Text. First reading.

- Ordinance C-11-16 Approve a Special Use Permit for Outdoor Sales for Speedway #1231 located at 1895 Stringtown Road. First reading.

- Ordinance C-12-16 Approve a Special Use Permit for Outdoor Seating for Grove City Brewing Company located at 3946 Broadway. First reading.

- Resolution CR-66-15 Approve the Development Plan for Holton Park located North of Orders and West of Haughn Roads.

Lands Cont'd.

Resolution CR-02-16 Appealing the decision of the Board of Zoning Appeals granting a Variance for a Fence for The Buckeye Ranch located at 5665 Hoover Road.

Resolution CR-05-16 Approve a Certificate of Appropriateness for the Exterior Modifications and Signage for Grove City Brewing Company located at 3946 Broadway.

Resolution CR-06-16 Approve the Development Plan for Pinnacle Pets located on Farmbank Way.

Resolution CR-07-16 Appealing the decision of the Board of Zoning Appeals granting Variances for Signage for Drug Mart & Massey's Pizza.

Resolution CR-08-16 Approve an Amendment to the Development Plan for The Village @ Scioto Meadows as approved by Resolution CR-22-99.

ON FILE: Minutes of: 01/04 - Council Meetings; 01/05 Planning Commission

Date: 01/12/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: XX 30 Days:
Current Expense:

No.: C-03-16
1st Reading: 01/19/16
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-03-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO EXECUTE THE CENTRAL OHIO HEALTH CARE CONSORTIUM JOINT SELF-INSURANCE AGREEMENT AND TO DECLARE AN EMERGENCY

WHEREAS, City Council approved entering into a contract with the Central Ohio Health Care Consortium by way of Ordinance C-40-94 and subsequently every three years with the last being by C-72-12; and

WHEREAS, in 2015 the COHCC made amendments to the Master Agreement and the City needs to approve the amended Agreement; and

WHEREAS, an emergency exists for the health, safety and general welfare of the community in that insurance provisions need to continue for the City Employees with no lapse in the contract.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City Administrator is hereby authorized to execute the Central Ohio Health Care Consortium Joint Self-Insurance Agreement, for the period of January 1, 2016 to December 31, 2018.

SECTION 2. For reasons stated in the preamble, this ordinance is hereby declared an emergency measure and shall therefore go into immediate effect.

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

Exhibit 'A'
C-03-16

**AMENDED AND RESTATED
CENTRAL OHIO HEALTH CARE CONSORTIUM
JOINT SELF-INSURANCE AGREEMENT**

WHEREAS, Section 9.833 of the Ohio Revised Code permits any POLITICAL SUBDIVISION that provides health care benefits for its officers or employees to join in any combination with other POLITICAL SUBDIVISIONS to establish and maintain a joint self-insurance program to provide health care benefits pursuant to a written agreement;

WHEREAS, effective January 1, 1992, a number of POLITICAL SUBDIVISIONS joined together to form the Central Ohio Health Care Consortium Joint Self-Insurance Agreement with other POLITICAL SUBDIVISIONS and established a joint self-insurance program to provide health care benefits for its officers and/or employees;

WHEREAS, the ORIGINAL AGREEMENT was restated on July 1, 1994, through the implementation and execution of Amendment No. 1 to Central Ohio Health Care Consortium Joint Self-Insurance Agreement ("Amendment No. 1");

WHEREAS, in 1997, the MEMBERS of the POOL adopted Amendment No. 2 to Amendment No. 1 ("Amendment No. 2"), pursuant to which Sections 3.06(a) and 8.01(b) of Amendment No. 1 were amended;

WHEREAS, in 2000, the MEMBERS further amended Amendment No. 1 and Amendment No. 2 by replacing existing Section 6.03 with a new provision regarding the POOL CONTRIBUTION FACTOR; and

WHEREAS, in 2003, the MEMBERS further amended Amendments No. 1 and No. 2 by modifying Section 7.01 Monthly Payments and Section 7.04 Assessments adding "Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof"; and

WHEREAS, in 2006, the MEMBERS further amended Amendments No. 1 and No. 2 by modifying Section 3.05 and making other minor clarification modifications; and

WHEREAS, in 2009 the MEMBERS amended Amendments No. 1 and No. 2 by modifying Section 4.03 to add the BOARD office of Treasurer; by modifying Section 4.03 to add the Treasurer to the Executive Committee; by modifying Section 4.05 to create a Finance Committee; and by modifying Section 4.03 to eliminate the term limitation for BOARD Chairman; and

WHEREAS, the MEMBERS further desire to amend and restate the AGREEMENT to incorporate all prior and current amendments into one document and to modify the AGREEMENT to: 1) create a mandatory reserve and specify the method to determine and create the mandatory funding level; and 2) establish October 1st as the MEMBER withdrawal deadline;

NOW, THEREFORE, the undersigned agree as follows:

ARTICLE ONE NAME

Section 1.01. Name. There is hereby created an unincorporated joint self-insurance program to be known as Central Ohio Health Care Consortium (the "POOL").

Section 1.02. Duration. The POOL shall have a perpetual duration and shall continue until terminated pursuant to this AGREEMENT. Health benefits coverage hereunder for FOUNDING MEMBERS initially commenced on January 1, 1992, immediately upon the termination of the health care coverage that previously was provided by Central Benefits Mutual Insurance Company.

Section 1.03. Legal Status. The POOL shall be deemed to be a legal entity, separate and apart from its MEMBERS, formed for the public purpose of enabling its MEMBERS to obtain insurance, to create a joint self-insurance program, and to provide for the joint administration of the FUNDS of the POOL.

Section 1.04. Effective Date. This AGREEMENT amends and completely supercedes the existing Central Ohio Health Care Consortium Joint Self-Insurance Agreement (the "ORIGINAL AGREEMENT") and all subsequent amendments. This restated AGREEMENT shall become effective as of January 1, 2016.

ARTICLE TWO DEFINITIONS

Section 2.01. Act. "ACT" shall mean Section 9.833 of the Ohio Revised Code and any successor statute thereto, as amended from time to time.

Section 2.02. Administrator. "ADMINISTRATOR" shall mean the entity designated to supervise the administration of the POOL and to perform such other duties as are set forth in a certain Administration Agreement.

Section 2.03. Agreement. "AGREEMENT" shall mean this Amended and Restated Central Ohio Health Care Consortium Joint Self-Insurance Agreement and all counterparts hereto, as amended from time to time.

Section 2.04. Board. "BOARD" shall mean the Board of Directors of the POOL.

Section 2.05. Contribution(s). "CONTRIBUTION(S)" shall mean any amounts paid by a MEMBER to any FUND.

Section 2.06. Founding and Non-Founding Members. “NON-FOUNDING MEMBER” shall mean any MEMBER who is not an original MEMBER of the POOL, and “FOUNDING MEMBER” shall mean any MEMBER who is an original MEMBER of the POOL.

Section 2.07. Fund. “FUND” or “FUNDS” shall mean those amounts paid by MEMBERS pursuant to Articles Six and Seven of this AGREEMENT.

Section 2.08. Member. “MEMBER” shall mean a POLITICAL SUBDIVISION who is a party to this AGREEMENT and who has not withdrawn from or been terminated from participation in the POOL.

Section 2.09. Political Subdivision. “POLITICAL SUBDIVISION” shall have the same meaning given to it by the ACT.

Section 2.10. Pool Contribution Factor. “POOL CONTRIBUTION FACTOR” shall have the meaning as defined in Section 6.03 hereof.

Section 2.11. Scope of Coverage. “SCOPE OF COVERAGE” shall mean the coverage, limits and deductibles set forth in Section 4.07 hereof.

Section 2.12. Surplus Funds. “SURPLUS FUNDS” shall mean the amount by which the FUNDS available to operate the POOL for any year or years exceed all of the costs, liabilities (including claim liabilities, claim reserves and reserves for terminal liability) and expenses of operating the POOL.

Section 2.13. Term. “TERM” shall mean a three year contract period entered into by the MEMBERS beginning January 1 of any of the following years: 2010, 2013, 2016, 2019.

Section 2.14. Terms Defined Elsewhere.

ACTUARY	Section 4.07(q)
CERTIFIED PUBLIC ACCOUNTANT or CPA	Section 4.07(q)
ELECTION	Section 3.05(c)
EXPECTED COSTS	Section 7.01
FUNDING RATE	Section 7.01
INCURRED BUT NOT REPORTED or IBNR	Section 6.04
ORIGINAL AGREEMENT	Section 1.04
POOL	Section 1.01
SCOPE OF COVERAGE	Section 4.07
SECOND ELECTION	Section 3.05(d)
SMALL MEMBER GROUP	Section 6.03

ARTICLE THREE MEMBERSHIP

Section 3.01. Qualifications. An applicant seeking membership in the POOL must meet all of the qualifications required by the ACT and, in the case of a NON-FOUNDING MEMBER, must demonstrate to the satisfaction of the BOARD the financial ability to pay all CONTRIBUTIONS.

Section 3.02. Application. All applicants to become MEMBERS shall apply for membership in any manner and on any form approved by or acceptable to the BOARD.

Section 3.03. Effective Time of Membership. An applicant shall become a MEMBER at the time that a duly authorized officer of the applicant executes, and a duly authorized officer of the POOL accepts, this AGREEMENT on behalf of the POOL. No applicant shall be permitted to become a MEMBER unless it provides written documentation satisfactory to the BOARD, in its sole judgment, that the applicant has the requisite capacity and authority, and has obtained all required approvals, to execute this AGREEMENT and to perform all of its obligations hereunder.

Section 3.04. Duties of Members. Each MEMBER agrees to do or cause to be done all of the following:

- (a) to cooperate with and institute all loss prevention procedures and guidelines developed by the BOARD or the ADMINISTRATOR;
- (b) to designate a representative of the MEMBER to serve on the BOARD, and to cause that Director to attend all monthly and special meetings of the BOARD;
- (c) to provide the ADMINISTRATOR access to the records of the MEMBER during normal business hours, upon 24 hours prior written notice and only for the purpose of conducting necessary services related to the operation of the POOL and for no other purpose;
- (d) to permit the ADMINISTRATOR and any agent or attorney thereof to represent the MEMBER in investigating, litigating and settling any claim made against the POOL or the MEMBER that is within the SCOPE OF COVERAGE provided by the POOL; and
- (e) to promptly pay when and as due all CONTRIBUTIONS required under this AGREEMENT.

Section 3.05. Terms of Membership.

- (a) Each FOUNDING MEMBER of the POOL previously committed to remain a MEMBER for three years, until December 31, 1994. Thereafter, the MEMBERS agreed to continue the POOL for three successive three-year terms (each

such three-year period hereunder, a "TERM"). In 2003, the MEMBERS agreed to continue the POOL for successive three-year TERMS indefinitely.

(b) The MEMBERS intend that the POOL shall continue in effect indefinitely, for succeeding three-year TERMS, subject to the continual election of MEMBERS to remain participants in the POOL as provided below.

(c) On or before October 1, of the last year of the current TERM (the "ELECTION"), each MEMBER of the POOL shall indicate in writing to the BOARD whether or not it intends to continue its participation beyond the current TERM. At least two MEMBERS must elect to continue their participation for the POOL to continue. If less than two MEMBERS elect to continue, the POOL shall terminate effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 of the last year of the current TERM, and the BOARD shall be responsible for winding up and dissolving the affairs of the POOL.

(d) If MEMBERS representing more than one-third (1/3) of the employees and officers of MEMBERS insured by the POOL elect to leave the POOL at the ELECTION, the remaining MEMBERS shall be given another opportunity to indicate in writing whether they desire to continue in the POOL (the "SECOND ELECTION"). The SECOND ELECTION shall be made by each remaining MEMBER on or before November 1, and at least two MEMBERS must elect to continue their participation for the POOL to continue. If less than two MEMBERS elect to continue, the POOL shall terminate effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 of the last year of the current TERM, and the BOARD shall be responsible for winding up and dissolving the affairs of the POOL.

(e) If two or more MEMBERS elect to continue, either at the ELECTION or SECOND ELECTION, all such MEMBERS shall be required to participate for another three-year TERM; provided, however, that any such continuing MEMBER may voluntarily withdraw at the end of any year within that subsequent TERM upon compliance with the withdrawal provisions of Section 8.01 herein. The rights of MEMBERS to share in the SURPLUS FUNDS of the POOL upon withdrawal are governed by Section 8.01 hereof.

Section 3.06. Terms of Membership for Non-Founding Member.

(a) Upon initial entry into the POOL, each NON-FOUNDING MEMBER shall be required to remain a MEMBER, and may not withdraw from the POOL, until December 31st following the third anniversary of the MEMBER'S joining the POOL. A NON-FOUNDING MEMBER'S rights to participate in and/or withdraw from the POOL for any subsequent TERM shall be governed by Section 3.05 hereof.

(b) Subject to Section 8.01 hereof, NON-FOUNDING MEMBERS shall be entitled to share in SURPLUS FUNDS of the POOL on the same basis as FOUNDING MEMBERS. NON-FOUNDING MEMBERS shall pay a surcharge and/or otherwise buy into such surplus on terms established by the BOARD.

ARTICLE FOUR BOARD OF DIRECTORS

Section 4.01. Establishment of Board. The POOL shall have a Board of Directors, which shall, among other duties, determine the general policy of the POOL. Each MEMBER shall be entitled to appoint one Director to the BOARD.

Section 4.02. Term of Directorships. A person appointed by a MEMBER to serve as a Director on the BOARD shall remain in office until (1) the POOL receives evidence of the appointment of his or her successor or (2) the effective time of the withdrawal from or termination of the MEMBER'S participation in the POOL.

Section 4.03. Officers and Executive Committee. The BOARD shall annually elect from the Directors of the BOARD a Chairman, a Vice-Chairman, a Secretary, and a Treasurer. The Directors receiving the largest number of votes for each office shall be elected.

The BOARD shall annually elect an executive committee to be comprised of the Chairman, the Vice-Chairman, the Secretary and the Treasurer of the POOL, and two other Directors. The two Directors receiving the largest number of votes for the executive committee shall be elected. The executive committee may bind the BOARD only as to matters over which the BOARD has given express authorization.

Section 4.04. Meetings.

(a) Meetings of the BOARD shall be held monthly at such time as the Secretary shall prescribe. Such meetings may be held and attended in person or electronically through teleconference, video conference or other appropriate means. The Secretary shall give written or electronic notice to each Director of the time, date and place / format of each meeting, at least seven days prior to each meeting. This notice may, but is not required to, contain an agenda of items to be discussed. Any item of POOL business may be considered at the monthly meetings contained in the notice of the meeting.

(b) Special meetings may be called by the ADMINISTRATOR, the Chairman, or by a majority of the Directors. Only items listed for discussion in the notice of the special meeting may be considered. The Secretary shall give written or electronic notice to each Director of the time, date, place / format and purposes of a special meeting at least three days prior to each meeting.

Section 4.05. Committees of the Board.

(a) The BOARD shall appoint a standing Finance Committee consisting of as many Directors as the BOARD chooses and to be chaired by the Treasurer.

(b) The Chairman or BOARD may from time to time appoint ad hoc committees consisting of no fewer than five of the Directors. Membership of the ad hoc

committees may be changed at any time by the Chairman or by the BOARD. An ad hoc committee may bind the BOARD only as to matters over which the BOARD has given such committees express authorization.

Section 4.06. Compensation. Directors shall be entitled to reimbursement of actual expenses incurred in the pursuit of POOL business and such other reasonable and lawful compensation as may be awarded from time to time by the BOARD.

Section 4.07. Powers and Duties. The BOARD is authorized and directed to carry out each and every act necessary, convenient or desirable to and for carrying out the purpose of this AGREEMENT and the POOL, including, but not limited to:

- (a) hiring the ADMINISTRATOR;
- (b) receiving MEMBERS' CONTRIBUTIONS;
- (c) administering the POOL and settling and paying, or causing the payment of, claims on behalf of the MEMBERS;
- (d) making and entering into subcontracts to conduct and operate the POOL, including, but not limited to, the execution of an administrative agreement with the ADMINISTRATOR;
- (e) employing agents and employees on behalf of the POOL;
- (f) approving new MEMBERS;
- (g) terminating the participation of existing MEMBERS;
- (h) approving and amending the annual budget of the POOL;
- (i) resolving disputes over the SCOPE OF COVERAGE provided by the POOL;
- (j) approving educational and other programs relating to risk reduction;
- (k) approving reasonable and necessary loss reduction and preventive procedures to be followed by all MEMBERS;
- (l) approving each MEMBER'S FUNDING RATE (as that term is defined in Section 7.01 hereof);
- (m) establishing rules and regulations regarding the payment of FUNDS from the POOL as shall from time to time seem appropriate or necessary, including the payment of reasonable expenses related to the administration of the POOL;

- (n) investing POOL monies;
- (o) providing surety and/or fidelity bonds for Directors and all persons charged with the custody or investment of POOL FUNDS;
- (p) purchasing directors and officers, errors and omissions and such other insurance coverage for the benefit of the POOL and its Directors as the BOARD shall deem necessary, appropriate or desirable;
- (q) hiring an independent actuary who shall be a member of the American Academy of Actuaries (the "ACTUARY") as well as a CERTIFIED PUBLIC ACCOUNTANT (the "CPA") to perform duties required by Section 9.833 of the Ohio Revised Code or otherwise by the BOARD;
- (r) establishing one or more bank accounts, which may include establishing a trust account(s) with the trust department(s) of one or more national bank(s), to collect premiums, pay claims and otherwise to manage and account for all POOL FUNDS;
- (s) requiring the ADMINISTRATOR to provide evidence of coverage satisfactory to the BOARD with respect to stop-loss and/or any other kind of insurance purchased by the ADMINISTRATOR for the benefit of the POOL; and
- (t) determining whether the POOL has any SURPLUS FUNDS and, if so, how such SURPLUS FUNDS shall be utilized for the operation of the POOL and/or shall be distributed to MEMBERS, in accordance with the terms of this AGREEMENT.

The coverage, limits, deductibles and other terms of the health care benefits (the "SCOPE OF COVERAGE") to be provided by the POOL are described in documents maintained by the Board and incorporated herein by this reference. From time to time, the BOARD may revise the SCOPE OF COVERAGE as it deems necessary or appropriate.

Section 4.08. Voting; Proxies. Each Director shall be entitled to one vote on each matter voted upon by the BOARD, except that the Chairman shall have an additional vote in the event of a tie. A Director may be represented and may vote by a proxy appointed by an instrument in writing signed by the Director and confirmed by the MEMBER which elected such Director, but such instrument must be filed with the Secretary of the meeting before the person holding the proxy shall be allowed to vote.

Section 4.09. Quorum. A quorum of the BOARD shall consist of fifty percent (50%) of the Directors. Except as provided in Section 11.09 below, the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be the vote of the BOARD.

**ARTICLE FIVE
ADMINISTRATOR**

Section 5.01. Contract. The BOARD shall contract with an ADMINISTRATOR and delegate to such ADMINISTRATOR some or all of its contractual powers and duties (set forth in Article Four above), as the BOARD shall deem advisable.

Section 5.02. Annual Report. The BOARD shall require the ADMINISTRATOR to prepare and present to the BOARD an annual report regarding the condition of the POOL, within 90 days after each fiscal year end. The report shall be in such form and include such information as is prescribed by, or acceptable to, the BOARD. The report may be consolidated with the ADMINISTRATOR'S budget recommendation required by Section 6.02 hereof.

**ARTICLE SIX
POOL FUNDS**

Section 6.01. Establishment of the Funds(s). The BOARD shall establish one or more FUNDS which shall consist of MEMBER CONTRIBUTIONS in amounts it deems sufficient to annually fund the administrative expenses of the POOL, to purchase excess insurance, stop-loss insurance or reinsurance for the POOL, to pay current year claims and claim expenses and to establish and maintain sufficient reserves. At or about the close of any three-year TERM hereunder, the BOARD may also establish one or more FUNDS, which may consist of MEMBER CONTRIBUTIONS and/or any existing SURPLUS FUNDS, in amounts it deems appropriate to fund the claims, claims expense and other costs and expenses associated with the termination and run-off of the three-year Term then ending.

Section 6.02. Budget. No later than October 1 in each POOL year, the ADMINISTRATOR shall prepare and submit to the BOARD an estimate of the budget of the POOL for the succeeding fiscal year. If the budget is acceptable to the BOARD, the BOARD shall approve such budget in the manner established in Article Four.

Section 6.03. Pool Contribution Factor. The POOL CONTRIBUTION FACTOR for each MEMBER of the POOL shall be as follows:

Number of Employees and Officers Insured by the MEMBER	Percentage of Adjustment Related to the MEMBER'S Loss Experience	Percentage of Adjustment Related to the POOL'S Loss Experience
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50-79	20%	80%
80-99	30%	70%
100-124	40%	60%
125-149	50%	50%
150-199	60%	40%

Number of Employees and Officers Insured by the MEMBER	Percentage of Adjustment Related to the MEMBER'S Loss Experience	Percentage of Adjustment Related to the POOL'S Loss Experience
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200-299	70%	30%
300 +	80%	20%

With respect to those MEMBERS whose number of insured employees and officers is fewer than 50, all such MEMBERS shall be treated as a single group (the "SMALL MEMBER GROUP"). The POOL CONTRIBUTION FACTOR for each MEMBER in the SMALL MEMBER GROUP shall be determined by adding all employees and officers insured by each MEMBER in the SMALL MEMBER GROUP, and by then applying the percentages shown in the chart shown above to that total.

Each POOL CONTRIBUTION FACTOR shall remain constant for the entire life of the POOL, subject to change only as provided in Section 11.09 hereof. Notwithstanding the above, the BOARD shall have the authority to use reasonable discretion in the consideration of extenuating circumstances that may apply to any MEMBER in the determination and application of the appropriate POOL CONTRIBUTION FACTOR for such MEMBER.

Additionally, and notwithstanding anything contained in this AGREEMENT elsewhere to the contrary, the MEMBERS in the SMALL MEMBER GROUP shall be treated as if they were a single MEMBER not only for purposes of determining their POOL CONTRIBUTION FACTOR, but also for purposes of allocating and distributing SURPLUS FUNDS, establishing the FUNDING RATE for the SMALL MEMBER GROUP and for determining and assessing supplemental payments to the POOL under Article Seven of the AGREEMENT. In each such case, the MEMBERS rights and/or liabilities within the SMALL MEMBER GROUP shall be determined by dividing (a) the number of employees and officers insured by the MEMBER by (b) the total number of all employees and all officers insured by all MEMBERS within the SMALL MEMBER GROUP, and applying that fraction to each such MEMBER as the BOARD shall deem appropriate under the circumstances.

Except as otherwise provided in the preceding paragraph, the MEMBERS in the SMALL MEMBER GROUP shall be treated as separate and distinct MEMBERS for all other purposes under the AGREEMENT. The BOARD shall have authority to interpret this AGREEMENT to resolve any conflicts or issues arising out of the creation of the SMALL MEMBER GROUP and the allocation of any rights and liabilities to each MEMBER within the SMALL MEMBER GROUP.

Section 6.04. Mandatory Reserve. The BOARD shall establish a mandatory reserve for the purposes of protecting the FUND from future losses and maintaining fiscal solvency. This reserve shall be set aside for contingencies and potential unforeseen liabilities such as a spike in claims payments in excess of expected. As a part of the annual budget process, the mandatory reserve target shall be calculated as the greater of either the FUND'S INCURRED BUT NOT REPORTED ("IBNR")

estimate as identified by the ADMINISTRATOR, or the prior year's average three month claims expense. Should additional contributions be required to achieve the reserve funding target, the BOARD shall determine a reserve surcharge for MEMBERS to be included in the MEMBERS' CONTRIBUTIONS.

Section 6.05. Surplus Funds. In the event that MEMBER CONTRIBUTIONS exceed claims and expenses for the FUND, the BOARD, shall first apply the SURPLUS FUNDS to the mandatory reserve. Should the reserve exceed the BOARD'S established funding target, the BOARD may, in its sole discretion, apply SURPLUS FUNDS toward the CONTRIBUTIONS of MEMBERS for any subsequent year, and/or fund any other necessary and proper cost, liability and/or expense of the POOL. Additionally, the BOARD may refund to its MEMBERS all or some portion of its excess payments, if any, made by its MEMBERS to the POOL, which reimbursement may be based on each MEMBER'S and the POOL'S loss experience and such other factors as the BOARD deems appropriate under the circumstances. The BOARD shall determine the amount of SURPLUS FUNDS, if any, as of December 31 of each year hereunder on or before April 1 in each succeeding year, and shall promptly communicate this information to each MEMBER.

Section 6.06. Purchase of Stop-Loss Insurance. The BOARD shall use its best efforts in each year hereunder to purchase aggregate stop-loss insurance for the POOL. In each year, the BOARD shall investigate the purchase of specific stop-loss coverage, and upon the termination of the POOL, the availability of insurance to cover the terminal liabilities of the withdrawing MEMBERS, and shall purchase such coverage if deemed to be in the best interests of the MEMBERS at that time.

Section 6.07. Actuarial and Financial Reports. The BOARD shall require the ACTUARY and the CPA to prepare and deliver to the BOARD the report(s) required by Section 9.833 of the Ohio Revised Code.

ARTICLE SEVEN FUNDING SCOPE OF RISK SHARING PROTECTION

Section 7.01. Monthly Payments. On or before October 1 in each year hereunder, the BOARD (after consultation with its ADMINISTRATOR, its ACTUARY or such other persons as the BOARD may deem necessary or appropriate) shall calculate the expected costs ("EXPECTED COSTS") for the POOL for the next calendar year. EXPECTED COSTS shall include anticipated claims costs and fixed and administrative costs associated with the operation of the POOL, including premiums for stop-loss insurance, excess insurance and directors and officers' liability insurance, errors and omissions insurance and fees for its ADMINISTRATOR, ACTUARY and legal counsel. After calculating EXPECTED COSTS and on or about October 1 in each year hereunder, the BOARD shall determine each MEMBER'S FUNDING RATE ("FUNDING RATE"). A MEMBER'S FUNDING RATE shall be determined with reference to the number of employees and officers of the MEMBER who are insured by the POOL as of September 1, the loss experience of the MEMBER and the MEMBER'S POOL CONTRIBUTION

FACTOR. FUNDING RATES shall be established so as to enable the POOL to satisfy its EXPECTED COSTS, as well as any additional funding deemed necessary or appropriate by the BOARD. By way of example, the BOARD may establish FUNDING RATES to provide funds in excess of EXPECTED COSTS in order to establish reserves for future POOL year operations.

FUNDING RATES shall be paid monthly by MEMBERS, with payment to be received by the POOL by the last day of the following month. Thereafter, payment may be subject to a 5% penalty with the interest of 1½% per month or portion thereof, depending upon the discretion of the TREASURER and/or the BOARD.

Section 7.02. Assessments. From time to time hereafter, the BOARD may require that MEMBERS make supplementary payments to the POOL for any necessary or appropriate purpose where there is reasonable concern that FUNDS then available to the POOL (whether through surplus, monthly payments of FUNDING RATES, stop-loss coverage, reinsurance or otherwise) will not be sufficient to meet the responsibilities of the POOL; provided, however, that the total of such supplementary payments and all payments under Section 7.01 hereof in any year shall not exceed two hundred percent (200%) of the EXPECTED COSTS for that POOL year. The BOARD may assess supplementary payments from MEMBERS, including withdrawn or terminated MEMBERS, for any one or more years of their membership. All assessments for supplementary payments shall be made proportionately among the MEMBERS of the POOL for the year as to which the assessment relates, in direct relation to each MEMBER'S FUNDING RATE for that year.

MEMBERS shall be responsible for supplementary payments during the life of the POOL and any later period when claims or expenses need be paid which are attributable to any year of membership occurring when the event out of which the expenses or claim occurred.

Section 7.03. Member Reversion.

(a) In the event that the losses of the POOL in any year shall exceed amounts paid to the POOL under Sections 7.01 and 7.02 hereunder, together with all stop-loss, reinsurance and other coverage then in effect, then the payment of all uncovered losses shall revert to and be the sole obligation of the individual MEMBER or MEMBERS against which the claim was made, and the BOARD shall assess such MEMBER or MEMBERS for the full amount thereof.

(b) In the event that the administrative costs and expenses of operating the POOL exceed the FUNDS available therefor, including but not limited to amounts available to the POOL by assessment under Section 7.02 hereof, then the BOARD may assess the MEMBERS for such deficiency. All such assessments shall be made proportionately among the MEMBERS for the year, as to which the assessment relates, in direct relation to each MEMBER'S FUNDING RATE for that year.

Section 7.04. Payment of Assessments. Each MEMBER shall promptly pay all assessments hereunder, and in each case no later than the forty-fifth (45th) day after the BOARD has given the MEMBER written notice of the assessment, with no grace period whatsoever. Thereafter, payment is subject to a 5% penalty with the interest of 1½% per month or portion thereof.

ARTICLE EIGHT MEMBER'S WITHDRAWAL OR TERMINATION

Section 8.01. Withdrawal.

(a) A FOUNDING MEMBER, or a NON-FOUNDING MEMBER that has completed its three years of membership as required in Section 3.06, may withdraw from the POOL by giving prior written notice thereof to the POOL no later than October 1 of the year in which membership is to cease. The MEMBER'S withdrawal shall be effective as of 11:59 p.m., local Columbus, Ohio time, on December 31 in the year in which such notice is given; provided, however, that the MEMBER shall remain liable thereafter for any assessments which the BOARD may make under Sections 7.02 and/or 7.03 hereof. At and after the effective time of withdrawal, the withdrawing MEMBER shall be wholly and solely responsible for providing health care benefits that previously had been provided by the POOL, including but not limited to any and all incurred but not reported and/or terminal liabilities related to its prior POOL participation including any related administrative costs, and the POOL shall have absolutely no liabilities to the MEMBER in that regard.

(b) No withdrawing MEMBER shall have any rights whatsoever to participate in a distribution of the SURPLUS FUNDS of the POOL, whether then or thereafter in existence.

Section 8.02. Termination. Upon a vote of the BOARD taken in accordance with Article Four and upon five days' written notice, a MEMBER'S participation may be terminated if such MEMBER materially breaches or violates any of the terms of this AGREEMENT. Without limiting the generality of the foregoing, the failure of a MEMBER to promptly make payments to the POOL in complete conformity with the provisions of Article Seven hereof shall be deemed to be a material breach and violation of this AGREEMENT which warrants termination. Upon termination, the terminated MEMBER shall (a) remain liable for any and all amounts remaining due and unpaid under Article Seven hereof, (b) have no rights whatsoever to share in any SURPLUS FUNDS then and/or thereafter in existence, and (c) effective as of 11:59 p.m., local Columbus, Ohio time, on the date on which such termination is effective, the terminated MEMBER shall be wholly and solely responsible for providing health care benefits that previously had been provided by the POOL, including, but not limited to, any and all incurred but not reported and/or terminal liabilities related to its prior POOL participation, and the POOL shall have absolutely no liabilities to the MEMBER in that regard.

ARTICLE NINE TERMINATION OF POOL

Section 9.01. Termination. This AGREEMENT may be terminated only by the written agreement of no less than two-thirds (2/3) of all MEMBERS. After a vote to terminate the POOL, the BOARD shall wind-up the POOL'S business as quickly as practicable, but in any event shall complete this process no later than 12 months after the termination date. During such period, the POOL shall continue to pay all claims and expenses until the POOL FUNDS are exhausted. After payment of all claims and expenses, or upon the termination of the aforesaid 12-month period, any remaining SURPLUS FUNDS held by the POOL shall be paid to the MEMBERS of the POOL who are MEMBERS as of the termination date. The BOARD shall determine the manner in which such SURPLUS FUNDS shall be distributed, and shall consider (a) the percentage relationship which each MEMBER'S CONTRIBUTIONS to the POOL for the prior three calendar years of the POOL bears to all MEMBERS' CONTRIBUTIONS to the POOL for that same period and (b) the loss experiences of each MEMBER for the prior three calendar years of the POOL. The POOL, through the BOARD, may require that MEMBERS provide written documentation satisfactory to the BOARD, in its sole judgment, that such MEMBER has the requisite capacity and authority, and has obtained all required approvals, to vote on any matter contemplated by this Section 9.01.

The POOL shall not be responsible for any claims filed after the aforesaid 12-month period. MEMBERS shall remain obligated to make payments to the POOL pursuant to Article Seven related to periods prior to the termination date.

ARTICLE TEN INDEMNIFICATION

Section 10.01. Indemnification. Subject to the determination required by Section 10.03 below, the POOL shall indemnify any officer or Director of the POOL who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (including, without limitation, any action threatened or instituted by or in the right of the POOL), against expenses (including, without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the POOL, and with respect to any criminal action or proceeding, he had no reasonable cause to believe his conduct was unlawful. A person claiming indemnification under this Section 10.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the POOL, and with respect to any criminal matter, to have had no reasonable cause to believe his conduct was unlawful, and the termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

Section 10.02. Court-Approved Indemnification. Anything contained in this AGREEMENT or elsewhere to the contrary notwithstanding:

(a) the POOL shall not indemnify any officer or Director of the POOL who was a party to any completed action or suit instituted by or in the right of the POOL to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee or agent of the POOL, in respect of any claim, issue or matter asserted in such action or suit as to which he shall have been adjudged to be liable for acting with reckless disregard for the best interests of the POOL or misconduct (other than negligence) in the performance of his duty to the POOL unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(b) the POOL shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 10.02.

Section 10.03. Determination Required. Any indemnification provided for under Section 10.01 and not precluded under Section 10.02 shall be made by the POOL only upon a determination that such indemnification of the officer or Director is proper in the circumstances because he has met the requirements set forth in Section 10.01. Such determination may be made only (a) by a majority vote of a quorum consisting of Directors of the BOARD who were not and are not parties to, or treated with, any such action, suit or proceeding, or (b) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the POOL or any person to be indemnified, within the past five years, or (c) by the court in which such action, suit or proceeding was brought, if any.

Section 10.04. Advances for Expenses. Expenses (including, without limitation, reasonable attorneys' fees, filing fees, court reporters' fees and transcript costs) incurred in defending any action, suit or proceeding referred to in Section 10.01 shall be paid by the POOL in advance of the final disposition of such action, suit or proceeding to or on behalf of the officer or Director promptly as such expenses are incurred by him, but only if such officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue or other matter asserted in such action, suit or proceeding in defense of which he shall not have been successful on the merits or otherwise:

(a) if it shall ultimately be determined as provided in Section 10.03 that he is not entitled to be indemnified by the POOL as provided under Section 10.01; or

(b) if, in respect of any claim, issue or other matter asserted by or in the right of the POOL in such action or suit, he shall have been adjudged to be liable for acting with reckless disregard for the best interests of the POOL or misconduct (other

than negligence) in the performance of his duty to the POOL, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances, he/she is fairly and reasonably entitled to all or part of such indemnification.

Section 10.05. Article Ten Not Exclusive. The indemnification provided by this Article Ten shall not be exclusive of, and shall be in addition to, any other rights to which any person seeking indemnification may be entitled, and shall continue as to a person who has ceased to be an officer or Director of the POOL and shall inure to the benefit of the heirs, executors, executors, and administrators of such a person.

ARTICLE ELEVEN MISCELLANEOUS

Section 11.01. Ohio Law Governs. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Ohio.

Section 11.02. Enabling Action by Members. If any action requiring the vote, consent or approval of any or all MEMBERS of the POOL, is required in order to make permissible or lawful any actions contemplated by this AGREEMENT, each Director will vote for such action on behalf of its MEMBER.

Section 11.03. Counterparts. This AGREEMENT and any amendment hereto may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all counterparts taken together shall constitute one and the same AGREEMENT.

Section 11.04. Severability. The invalidity or unenforceability of any provision of this AGREEMENT in any particular respect shall not affect the validity and enforceability of any other provision of this AGREEMENT or of the same provision in any other respect.

Section 11.05. Captions. All captions used in this AGREEMENT are for convenience or reference only, do not form a substantive part of this AGREEMENT and shall not restrict or enlarge any substantive provision of this AGREEMENT.

Section 11.06. Notices. All notices and other communications required or permitted under this AGREEMENT shall be in writing and shall be mailed by regular U.S. mail, postage prepaid, or otherwise delivered by hand or by messenger, addressed (a) if to a MEMBER, to the Director representing that MEMBER at such Director's address set forth on the last page of this AGREEMENT or at such other address as the MEMBER or Director shall have furnished to the POOL in writing or (b) if to the POOL, at the POOL address set forth on the last page of this AGREEMENT and addressed to the attention of the Secretary of the POOL or at such other address as the POOL shall have furnished to the MEMBERS in writing. Each such notice or other communication shall for all purposes of this AGREEMENT be treated as effective or having been given (a)

when delivered, if delivered personally or (b) if sent by mail, when deposited in a regularly maintained receptacle for the deposit of the United States mail, addressed and mailed in compliance with this Section 11.06.

Section 11.07. Entire Agreement. This AGREEMENT constitutes the entire agreement between the parties hereto in respect of the subject matter of this AGREEMENT, and this AGREEMENT supersedes all prior and contemporaneous agreements between the parties hereto in respect of the subject matter of this AGREEMENT.

Section 11.08. Pronouns; Gender. All pronouns and any variations thereof used in this AGREEMENT to refer to any person or persons shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Section 11.09. Amendment. This AGREEMENT may be amended only by the written agreement of no less than two-thirds (2/3) of all MEMBERS. The POOL, through the BOARD, may require that MEMBERS provide written documentation satisfactory to the BOARD, in its sole judgment, that such MEMBER has the requisite capacity and authority, and has obtained all required approvals to vote on any matter contemplated by this Section 11.09.

Section 11.10. Other Instruments. The MEMBERS agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this AGREEMENT.

IN WITNESS WHEREOF, this AGREEMENT was executed on the _____ day of _____, 2015 by the undersigned duly authorized officer of the POLITICAL SUBDIVISION indicated below:

ACCEPTED FOR THE CENTRAL
OHIO HEALTH CARE
CONSORTIUM

POLITICAL SUBDIVISION:

By: _____
Title: _____

By: _____
Title: _____

Address: _____

Address: _____

Date: 01/12/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Safety
Approved: _____
Emergency: X 30 Days: _____
Current Expense: _____

No.: C-04-16
1st Reading: 01/19/16
Public Notice: 0 / /16
2nd Reading: 0 / /16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-04-16

AN ORDINANCE TO APPROPRIATE \$30,000.00 FROM THE DRUG LAW ENFORCEMENT FUND FOR THE CURRENT EXPENSE OF PURCHASING A VAN TO BE USED BY THE DIVISION OF POLICE FOR LAW ENFORCEMENT PURPOSES AND TO DECLARE AN EMERGENCY

WHEREAS, utilizing the Drug Law Enforcement Fund, the Division of Police desires to purchase a van to be used law enforcement purposes such as surveillance; and

WHEREAS, in addition, the appropriation will be used to outfit the van with the proper equipment; AND

WHEREAS, an emergency exists in that procurement of this Van must be made immediately to meet the requirements of the dealership.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$30,000.00 from the unappropriated monies of the Drug Law Enforcement Fund to account number 109000.576000 for current expense of purchasing a van to be used by the Division of Police for law enforcement purposes.

SECTION 2. For reasons stated in the preamble and for the health, safety, and general welfare of the community, this Ordinance is hereby declared an emergency measure and shall take effect immediately.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection to pay the within ordinance.

Michael A. Turner, Director of Finance

Date: 01/12/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: XX

No.: C-05-16
1st Reading: 01/19/16
Public Notice: 01/21/16
2nd Reading: 02/01/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-05-16

AN ORDINANCE TO APPROPRIATE \$251,832.53 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF UNDERGROUNDING UTILITY LINES BETWEEN I-71 AND JACKPOT ROAD

WHEREAS, the City is working on the installation of an additional turn lane on Stringtown Road between I-71 and Jackpot Road; and

WHEREAS, as part of this project, the City would like to move the existing aerial power and cable lines underground; and

WHEREAS, the City has obtained a quote from AEP to perform this service in the amount of \$251,832.53; and

WHEREAS, the City intends to finance this entire project later this year through a bond ordinance and those funds will be used to reimburse the general fund for this expenditure.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$251,832.53 from the unappropriated monies of the General Fund to account number 100120.541000 for the current expense of undergrounding utility lines between I-71 and Jackpot Road.

SECTION 2. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection to pay the within ordinance.

Michael A. Turner, Director of Finance

Date: 01/12/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No. : C-06-16
1st Reading: 01/19/16
Public Notice: 01/21/16
2nd Reading: 02/01/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-06-16

AN ORDINANCE TO APPROPRIATE \$43,500.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF CONDUCTING AN ALTERNATE FUEL FEASIBILITY STUDY WITH CLEAN FUELS OHIO

WHEREAS, the City desires to explore options with alternative fuels for cost savings and to lessen the environmental impact of our current fleet; and

WHEREAS, this Study is being done in partnership with Jackson Township and South-Western City Schools; and

WHEREAS, in 2015, the City was awarded a grant from the Local Government Innovation Fund and this grant will be used to reimburse the General Fund for this Feasibility Study.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. There is hereby appropriated \$43,500.00 from the unappropriated monies of the General Fund to account number 100120.541000 for the Current Expense of conducting an Alternate Fuel Feasibility Study with Clean Fuels Ohio as outlined in the Agreement attached hereto as Exhibit A.

SECTION 2. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection to pay the within ordinance.

Michael A. Turner, Director of Finance



C-06-16
Exhibit A

Local Government Innovation Fund Feasibility Study Services
Prepared For: City of Grove City
Submitted: December 16, 2015

GRANT SERVICES AGREEMENT

This Alternative Fuel Feasibility Study Services Agreement (the "Agreement"), for Ohio Local Government Innovation Fund (LGIF) related alternative fuel feasibility study analysis and reporting services, is executed this __ day of _____, 2015 (the "Execution Date"), by and between Clean Fuels Ohio, an Ohio non-profit corporation ("CFO"), and the City of Grove City, (the "Client"), either or both of which may be hereinafter referred to as the Party or Parties, respectively.

RECITALS

- A. CFO has provided a proposal including scope of services and associated project fees for alternative fuel feasibility study analysis and reporting services, which is attached hereto as Exhibit A and incorporated herein by reference (the "Proposal"). The alternative fuel feasibility study analysis and reporting services offered include assistance are fully detailed in Exhibit A.
- C. The Client desires to retain CFO to perform the alternative fuel feasibility study analysis and reporting services listed below, all on those terms and conditions set forth in this Agreement.

PROVISIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. The Client agrees to retain CFO to perform alternative fuel feasibility study analysis and reporting services as described in the attached Proposal and as further set forth herein.
2. Such alternative fuel feasibility study analysis and reporting services include the completion of Grove City's Fleet Performance Project. This project is designed to examine the feasibility and cost-savings potentials of deploying a range of commercially available alternative fuel, advanced vehicle, and efficiency solutions in the major public fleets operating in the greater Grove City area. The project represents a direct partnership between Grove City, South-Western City Schools, and Jackson Township, who together form the core public entities upon which the fleet performance feasibility study will focus.
3. The Client represents that all information it provides to CFO in connection with work performed under this agreement will be complete and accurate and hereby agrees that CFO has the right to disclose any such information for use in the Feasibility Study and Report or otherwise in performing its obligations under this Agreement.
4. This proposal is based on CFO's previous Local Government Innovation Fund project experience. If the parameters of this project change significantly from the anticipated scope, CFO reserves the right to amend this agreement including the Scope of Services and Project Fee(s), subject to the written consent of the parties.
5. The Project Fees will be invoiced monthly, based on percent of completion of project, and due within 30 days of receipt of invoice. *Notwithstanding any other limits on liability stated herein, should The Client fail to pay the full Project Fees by the due dates, CFO reserve the right to charge commercially reasonable interest on the amount due and further reserves the right to bring an action to collect unpaid fees and to recover its costs for such action, including attorney's fees.*
6. CFO will perform the services outlined herein, in a commercially reasonable manner.

7. The parties hereby agree that in the event of a claim for breach of the obligations under this contract, damages shall be limited to the amount of fees owed or received, and in no event will either party be subject to indirect, special and consequential damages.

8. This Agreement shall be construed in all respects to be in accordance with, and any dispute arising hereunder shall be governed by, the substantive and procedural laws of the State of Ohio, except, however, that Ohio's choice of law provisions shall not apply. The Parties hereby irrevocably consent to the exclusive jurisdiction of the courts of the State of Ohio in Franklin County, and the United States District Court for the Southern District of Ohio, Eastern Division, and waive any contention that any such court is an improper venue for enforceability of this Agreement.

9. The term of this Agreement shall commence on the date of execution through December 31st, 2016 (the "Term").

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CFO:
CLEAN FUELS OHIO
 an Ohio non-profit corporation

By: _____

Its: _____

Date: _____

THE CLIENT:

[_____,]
 a(n) _____

By: _____

Its: _____

Date: _____

Please Provide: Contact Information for company's **Fiscal Agent** (person who will processes invoices, payments, or provide other financial administration regarding this contract\.)

• Fiscal Agent:	
• Address:	
• Phone:	
• E-mail Address:	

Exhibit A: Grant Writing Services Scope & Fees

BACKGROUND

Clean Fuels Ohio (CFO) is a U.S. Dept. of Energy Clean Cities affiliated nonprofit dedicated to promoting the use of cleaner, domestic fuels and efficient vehicles to improve the transportation sector's economic and environmental performance. Headquartered in Columbus, Ohio, our experienced staff have been the "go to" resource for assistance with implementing alternative transportation and efficiency solutions for the past 15 years. Since 2008, CFO has worked with numerous public and private fleets on a variety of projects to achieve economic and environmental results:

- **Securing \$27.3 million for Deployment Projects** including 850 clean, advanced vehicles and 30 locations for electric vehicle charging, eight (8) natural gas stations (CNG, RNG & LNG) and seven (7) propane autogas refueling sites in partnership with dozens of fleets across Ohio.
- **Implementing \$4.45 million in Events & Activities** including educating thousands of fleets through a variety of informational programs and events; officially enrolling over 550 fleets in our Ohio Green Fleet environmental certification program; and formally certifying 76 fleets for environmental leadership who have displaced a combined total of 14,307,431 gallons of petroleum and eliminated over 161,948 tons of carbon dioxide.

Based on this project history and expertise, Clean Fuels Ohio provides individually tailored fleet and industry consulting services, including: 1.) Fleet Analysis & Planning Services; 2.) Technical Project Development & Training; and 3.) Grant Writing & Incentive Procurement.

EXECUTIVE SUMMARY

In September 2015 the Local Government Innovation Fund approved Grove City's Local Government Innovation Program application valued at up to \$45,000 for alternative fuel fleet feasibility studies with area partners. Grove City's Fleet Performance Project is designed to examine the feasibility and cost-savings potentials of deploying a range of commercially available alternative fuel, advanced vehicle, and efficiency solutions in the major public and private sector fleets operating in the greater Grove City area. The project represents a direct partnership between Grove City, South-Western City Schools, and Jackson Township, who together form the core public entities upon which the fleet performance feasibility study will focus. Clean Fuels Ohio has the capacity, experience, and tools to perform in-depth, technical fleet feasibility studies for Grove City, South-Western City Schools, and Jackson Township. Scope of work, deliverables, and costs for each major feasibility study deliverable is provided below.

PROJECT SCOPE & COST

Clean Fuels Ohio is committed to providing a wide range of customizable services. Clean Fuels Ohio's feasibility studies are designed to examine the opportunities, available options, environmental benefits, total investment costs, and return on investment timeframes and scenarios available to fleets through transitioning to various available alternative fuel options and efficiency technologies. The "Grove City Fleet Performance: Alternative Fuel Options" Project funded by the Ohio Local Government Innovation Fund provides a seamless funding source and perfect opportunity for Grove City area public fleets, including the City, School District, and Jackson Township to examine the cost savings opportunities

available through deploying alternative fuels and efficiency technologies. Clean Fuels Ohio proposes to work with Grove City area fleet partners to create one overarching final report, which contains the following three core components tailored to each specific fleet partner:

1.) Fleet Specific Vehicle Options Assessments & Feasibility Reports:

Work with appropriate City, School, and Township personnel to establish key organizational baseline metrics and set targeted, multi-year goals around operational factors relevant to each public partner, such as fleet fuel efficiency goals, emission level reduction goals, fuel use reduction goals, vehicle life cycle/replacement schedules, and operational cost minimization goals. The City, School, and Township, as well as the Local Government Innovation Fund all stress overall cost-effectiveness as the primary metric that will be used in the evaluation of various fuels, technologies, and strategies.

- This work includes in-person meetings, calls, and solicitation of feedback from Department heads and other City, School, and Township staff to fully incorporate all relevant information.
- Work with City, School, and Township staff to review the Key Fleet Performance Indicators outlined in report and update and expand these baselines where necessary.
- Work with City, School, and Township staff throughout the process to establish goals around cost saving measures wherever possible, recognizing that cost savings are a driver for actions.
- Utilize fleet analysis software, tools, and CFO expertise to provide graphical summaries and cost/benefit information on the range of options including vehicles, fuels, technologies, and organizational strategies covering the range of agreed upon, commercially available options.
- Based on input and close collaboration with City, School, and Township staff, develop a detailed report setting forth the City, School, and Township's near and long term goals, cost-benefit assessments of specific vehicle and technology options, as well as strategic recommendations for further review and action where necessary.

❖ **Project Cost:** \$17,500

❖ **Timeline for Final Deliverable:** Three Months from Contract Signing and Data Provision

In addition, crafting an a comprehensive fleet specific vehicle options assessments and feasibility reports, Clean Fuels Ohio will also examine options for any necessary alternative fuel vehicle infrastructure or recommended fleet facility modifications. CFO's feasibility study will examine all available infrastructure options, including publicly available fueling stations in the area, options for installation of jointly leveraged infrastructure by area fleet partners, and options for individual, fleet specific infrastructure. In addition, Clean Fuels Ohio will examine any facilities modification required by national and state codes stemming from the transition to any specific alternative fuel types.

This type of project will be comprised of numerous additional tasks requiring research, data gathering and analysis including: fuel quality inspection, utility pipeline locations/pressures, fleet vehicle operational requirements/usage analysis, identification of additional site development costs (storm water, curbing, etc.), general station capacity specifications (size, amount of storage, types of equipment), and inspection and certification by local authorities having jurisdiction (i.e. fire marshal). This work will also entail market research to assess the number of external fleet vehicles, fuel volumes,

and additional demand any Grove City area station can expect from regional and neighboring fleets. The Alternative fuel station and facilities modification options analysis and reports will include the following:

2.) Alternative Fuel Station & Facilities Modification Options Analysis & Feasibility Report:

Work with appropriate City, School, and Township fleet and administrative personnel to provide neutral, third party advise, analysis, and assistance regarding the feasibility of alternative fuel station and facilities modification options for Grove City Area partner fleets. This work includes the following:

- In-person meetings, conference calls with appropriate staff, and solicitation of feedback from other Ohio fleets, CFO project partners, and other key contacts who have experience building various alternative fuel stations and performing code required facility modifications.
 - Work with appropriate City, School, and Township staff throughout the process to provide detailed analysis, recommendations, and final report on the following topics:
 - Site Development Options: Including locations, site development costs-benefits, etc.
 - Utility Interfacing: Information on gas quality, line locations, line pressures, etc.
 - Permitting, Zoning, Safety, and Fire Marshal Issues: Including requirements, recommendations, and cost assessments for any required fleet facility modifications
 - Station Options: Size, Capacity, Equipment options, cost-benefit, etc.
 - Fleet Partnerships/Volume Base: Outreach, surveying, and data gathering focused on:
 - Public and private fleets domiciled in close proximity to proposed station(s)
 - Cost, Benefit, and Return on Investment Potential of providing public fueling.
 - Internal/External Fleet Analysis: Analysis of City, School, and Township fleets, and relevant data from any key fleets identified from above activities to generate estimations of near and long-term demand for fuel, and ROI for proposed station(s).
 - Grants, Incentives, and Funding Opportunities: Provide details on available state, federal, local and private funding/financing opportunities.
 - Additional Topics: as needed and agreed upon between Grove City partners and CFO.
 - Culminate in the development of a detailed report outlining the various options, cost-benefit scenarios, return on investment timeframes, and recommendations around the construction alternative fuel stations in line with partner operational, budgetary, and environmental goals.
- ❖ **Project Cost:** \$16,500
- ❖ **Timeline for Final Deliverable:** Three Months from Contract Signing and Data Provision

3.) Final Overall Project Cost-Effectiveness & Return on Investment Feasibility Reports:

Based on all data gathering and analyses outlined above, Clean Fuels Ohio will prepare detailed cost-effectiveness and return on investment projections, utilizing various cost spreads and variables, to present overall recommendation matrices for each fleet partner and fuel specific technology.

- ❖ **Project Cost:** \$9,500
 - ❖ **Timeline for Final Deliverable:** Three Months from Contract Signing and Data Provision
- **Total Project Cost:** \$43,500

Staff Expertise and Qualifications:

Over the last decade, CFO has grown significantly in staff resources, expertise, and technical capacity. With increasing technology availability and rapidly improving business cases around many alternative fuel and vehicle efficiency solutions, Clean Fuels Ohio's expertise and consulting services are in higher demand than ever before. Our Executive Director, Sam Spofforth, has ten years of direct fleet experience, helping fleets adopt technologies, implement projects, and create green fleet management plans. Spofforth was named the US DOE Clean Cities regional coordinator of the year in 2004, national coordinator of the year in 2007, and adopted into the US DOE Clean Cities Program "Hall of Fame" in 2011. Spofforth has also worked directly with the City of Columbus, the Mayor's Environmental Steward, and City of Columbus Fleet Management to develop a "Green Fleet Action Plan" adopted by the City in 2008. This plan, which the City continues to diligently implement, has earned Columbus numerous awards and recognition as the #1 Government Green Fleet in America by the 100 Best Fleets Program.

Clean Fuels Ohio Program Director, Andrew Conley, has worked with hundreds of fleets across the state to develop vehicle and station projects, conduct fleet emissions and efficiency analyses, draft proposals for competitive funding, and create educational programs and materials including workshops, fuel and technology trainings, and printed informational resources such as Clean Fuels Ohio's 6R's of Diesel Cleanup Handbook. Conley has also led CFO's Ohio Green Fleets program since its launch in August 2008, Ohio Green Fleets program has engaged hundreds of fleets across the state in workshops, seminars and individual meetings. This work has resulted in 67 certified Ohio Green fleets and the active enrollment of more than 400 public and private organizations—all of who have provided fleet data and begun the process of earning Ohio Green Fleet certification. The 67 certified Ohio Green Fleets have displaced a combined total of 10,973,957 gallons of petroleum and eliminated over 1139.6 tons of nitrogen oxide (NOx), 104 tons of particulate matter (PM 2.5), 41.9 tons of volatile organic compounds (VOCs) and 143,150 tons of carbon dioxide.

Clean Fuels Ohio has been a designated U.S. DOE Clean Cities coalition since 2002, and has been awarded numerous honors for work with fleets to deploy cleaner, more efficient vehicles, technologies, and alternative fuels. CFO was honored to be named a "Clean Air Champion" in by Mid-Ohio Regional Planning Commission in 2007. In 2008, General Motors selected CFO as their top "Clean Cities Rewards" winner. We also earned "Outstanding Project" award from Ohio Environmental Education Fund in 2008. Clean Fuels Ohio was selected as the Clean Cities Coalition of the Year in 2008, and has received numerous other awards and recognition for our work to green vehicle fleets. In addition, CFO was selected by the Environmental Education Council of Ohio for their 2010 Ohio Alliance for the Environment Award.

Contact Information:

Andrew Conley, Program Director

Clean Fuels Ohio

530 W. Spring St, Suite 250

Columbus, OH 43215

P: (614) 884-7336

Andrew@CleanFuelsOhio.org

Sam Spofforth, Executive Director

Clean Fuels Ohio

530 W. Spring St, Suite 250

Columbus, OH 43215

P: (614) 884-7336

Sam@CleanFuelsOhio.org

Date: 01/12/16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Berry
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-07-16
1st Reading: 01/19/16
Public Notice: 01/21/16
2nd Reading: 02/01/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-07-16

AN ORDINANCE TO ENACT SECTION 505.18 TITLED PET SHOPS - RESTRICTIONS ON THE SALE OF DOGS AND CATS IN THE CITY

WHEREAS, the commercial and retail sale of dogs and cats (companion animals) contributes to the proliferation of homeless or unwanted animals that are often poorly treated and/or end up in the public animal shelters, humane societies and animal welfare rescue organizations; and

WHEREAS, the need exists to regulate pet shops, retail businesses and other commercial establishments that sell companion animals; and

WHEREAS, Ohio Revised Code Chapter 956 “Regulations & Licensing of Dog Kennels”, and Ohio Administration Code Chapter 901:1-6 “High Volume Dog Breeders” illustrate Ohio’s trend of promoting the humane treatment of animals by regulating animal breeders to prevent the proliferation of inhumanely bred animals; and

WHEREAS, prohibiting the unregulated sale of companion animals in pet shops, retail businesses or other commercial establishments may lower the sale of dogs and cats from inhumane “puppy mills” and “kitten factories,” and may lower the shelter animal euthanasia rate, and lead to a greater adoption rate of shelter animals; and

WHEREAS, the City seeks to prohibit the sale of companion animals in pet shops, retail businesses and commercial establishments unless the animals are obtained from a legitimate animal shelter or animal control agency, humane society, or non-profit rescue organization and the animals are spayed or neutered.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, COUNTY OF FRANKLIN, AND STATE OF OHIO, THAT:

SECTION 1. Section 505.18 is hereby enacted as follows:

505.18 PET SHOPS - RESTRICTIONS ON THE SALE OF DOGS AND CATS IN THE CITY

(a) (1) For purposes of this Section, a commercial establishment, defined as any for-profit business enterprise, including a sole proprietorship engaged in retail or wholesale commerce related to dogs or cats, including grooming parlors, canine day care and boarding facilities.

(2) As used herein, the phrase “pet shop, retail business, and commercial establishment that sells, barter or otherwise transfers a dog or cat for consideration” shall not include within its scope any city or county animal shelter or animal control agency, a humane society, or a Non-Profit Rescue Organization. For purposes of this Section, a Non-Profit Rescue Organization is defined as any non-profit corporation that is exempt from taxation under Internal Revenue Code Section 501(c)(3), whose mission and practice is

in whole or in significant part the rescue and placement of dogs or cats; or any non-profit organization that is not exempt from taxation under Internal Revenue Code Section 501(c)(3) but is currently an active rescue partner with a City or County shelter or humane society, whose mission is in whole or in significant part the rescue and placement of dogs or cats.

- (3) For purposes of this Section, a "Certificate of Source" is defined as any document from the source city or county animal shelter or animal control agency, humane society, or non-profit rescue organization declaring the source of the dog or cat on the premises of the pet shop, retail business or other commercial establishment.
 - (4) As used in this Section "exchange" shall mean an action in which the ownership of one live cat or one live dog is conveyed from a pet shop, retail business or commercial establishment to a different person or entity.
 - (5) This Section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs or cats from the premises of which they were bred and reared.
 - (6) Nothing in this Section shall prevent the owner, operator or employees of a pet shop, retail business, or other commercial establishment located in the City from providing space and appropriate care for animals owned by an animal shelter or animal control agency, human society or non-profit rescue organization and maintaining those animals at the pet shop, retail business or other commercial establishment for the purpose of public adoption.
- (b) (1) Except for any pet shops, retail businesses, and commercial establishments that were both operational and in the business of selling, bartering or otherwise transferring for consideration live dogs and cats on or before March 1, 2016, it shall be unlawful for any person to display, offer for sale, deliver, barter, auction, broker, give away, transfer or sell any live dog or cat in any pet shop, retail business or other commercial establishment located in the City, unless the dog or cat was obtained from a city or county animal shelter or animal control agency, a humane society, or a non-profit rescue organization. All pet shops, retail businesses or other commercial establishments selling dogs or cats shall maintain a certificate of source for each of the animals and make it available upon request to animal control officers, law enforcement, code compliance officials or any other City employee charged with enforcing the provisions of this Section.
- (2) No pet shop, retail business, and commercial establishment that sells, barter or otherwise transfers for consideration live dogs and cats:
 - (A) Shall import or cause to be imported into this City, or offer for sale or resale, a dog or cat unless they are at least eight (8) weeks old and have their deciduous (baby) teeth visibly present.
 - (B) Shall sell or offer for sale a dog, unless the dog has been inoculated against distemper, hepatitis, and leptospirosis, para influenza, rabies and, if indicated, has been treated for external and internal parasites, not less than 7 days before the dog's entry into this City. The dog shall be accompanied by a health certificate signed by a veterinarian including records of the dog's medication, immunization and a spay/neuter certificate.

(C) Shall not sell or offer for sale a cat, unless the cat has been inoculated against feline panleukopenia (cat distemper), rhinotracheitis and calici viruses, rabies and, if indicated, has been treated for external and internal parasites, not less than 7 days prior to the cat's entry into this City. The cat shall be accompanied by a health certificate signed by a veterinarian, including records of the cat's medication, immunization and spay/neuter certificate.

(c) Any pet shop, retail business, and commercial establishment that was both operational and in the business of selling, bartering or otherwise transferring for consideration live dogs and cats on or before March 1, 2016 must register with the City on or before April 1, 2016 by delivering to the City a written statement that contains at least the following information: name of the owner of the pet shop, retail business, or commercial establishment; name and address of the contact person for that pet shop, retail business, or commercial establishment; street address of the pet shop, retail business, or commercial establishment; date when the pet shop, retail business, or commercial establishment began operation. The owner of the registering pet shop, retail business, or commercial establishment shall notify the City in writing within thirty (30) days with updated information if any of the information required herein changes.

(d) For pet shops, retail businesses, and commercial establishments that were both operational and in the business of selling, bartering or otherwise transferring for consideration live dogs and cats on or before March 1, 2016, and that have registered as required by subsection (c) of this Section, the following provisions apply:

- (1) Any dog or cat sold, bartered or otherwise transferred shall be spayed or neutered from the effective date of this Section.
- (2) Any pet shop, retail business, and commercial establishment that sells, barterers or otherwise transfers for consideration shall implant or cause to be implanted an identification microchip in any dog or cat exchanged prior to an exchange.
- (3) Any pet shop, retail business, and commercial establishment that sells, barterers or otherwise transfers for consideration, shall provide the recipient of a dog or cat the following information, in writing, at the time of the exchange:
 - A. The breeder's name, address, and USDA and state license number, where applicable;
 - B. The date of the dog or cat's birth, if known, and the date that the pet trader received the dog or cat;
 - C. The breed, sex, color and any identifying marks at the time of the exchange, if any;
 - D. A record of each inoculation and worming treatment administered, if any, to the dog or cat, including the date of administration and type of vaccine or worming treatment;
 - E. A record of veterinarian treatment or medication received by the dog or cat while in possession of the pet trader;
 - F. A document signed by a licensed veterinarian stating that the dog or cat is disease and illness free and has no congenital or hereditary condition that adversely affects the health of the dog or cat at the time of the exchange: or, describes any known disease, illness or congenital or hereditary condition that adversely affects the health of the dog or cat.

The pet shop, retail business, and commercial establishment that sells, barterers or otherwise transfers a dog or cat for consideration must sign the disclosure and certify the accuracy of the information contained thereon. A copy of the certified disclosure must be kept by the pet shop, retail business, and commercial establishment that sells, barterers or otherwise

transfers a dog or cat for consideration for a period of not less than two years from the date of the exchange. The pet shop, retail business, and commercial establishment that sells, barter or otherwise transfers a dog or cat for consideration must make each certified disclosure available for inspection or copying by any officer of the Franklin County Dog Shelter or other law enforcement officer upon request and must submit all certified disclosures annually, and no later than May 1 of each year, to the Director of Safety, or his designee.

(4) Any pet shop, retail business, and commercial establishment that sells, barter or otherwise transfers for consideration shall display on each cage a label identifying the sex and breed of each animal kept in the cage, the date and place of birth of each animal, including the breeders name and address, and the name and address of the veterinarian attending to the animal and the date of initial examination of the animal.

(5) No pet shop, retail business, and commercial establishment that sells, barter or otherwise transfers a dog or cat for consideration shall sell, barter, auction or otherwise transfer a dog or cat to a person that has not reached the age of eighteen years as verified by valid photo identification.

(6) No pet shop, retail business, and commercial establishment that sells, barter or otherwise transfers a dog or cat for consideration shall sell barter, auction or otherwise transfer a dog or cat to a person that has been produced from a High Volume Breeder, received from a distributor or corporation that buys from a High Volume Breeder.

(A) A “High Volume Breeder” means an establishment that keeps, houses, and maintains adult breeding dogs that produce at least nine litters of puppies in any given calendar year and, in return for a fee or other consideration, sells sixty or more adult dogs or puppies per calendar year.

(7) This Section shall not apply to the display, offer for sale, delivery, bartering, auction, giving away, transfer, or sale of dogs or cats from the premises of which they were bred and reared.

(8) Nothing in this Section shall prevent the owner, operator, or employees of a pet shop, retail business, or other commercial establishment located in the City from providing space and appropriate care for animals owned by an animal shelter or animal control agency, humane society, or non-profit rescue organization and maintaining those animals at the pet shop, retail business, or other commercial establishment for the purpose of public adoption.

(e) A violation of this Section shall constitute a misdemeanor in the fourth degree.

SECTION 2. For reasons stated in the preamble this ordinance is hereby declared an emergency measure and shall go into immediate effect.

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Date: 01/12/16
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: CR-03-16
1st Reading: 1/19/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-03-16

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT AND COOPERATE WITH THE DIRECTOR OF TRANSPORTATION FOR CROSSWALK IMPROVEMENTS

WHEREAS, the State has identified the need for the described project:

Upgrade crosswalks, install pedestrian count-down signals and RRFB's at various locations in 11 jurisdictions in Franklin, Delaware and Fairfield counties.

WHEREAS, the Director of Transportation further desires cooperation from the City in the planning, design and construction of said improvement.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Being in the public interest, the City of Grove City gives consent to the Director of Transportation to complete the above described project.

SECTION 2. The City of Grove City shall cooperate with the Director of Transportation in the above described project as follows:

The City hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

ODOT agrees to assume and bear one hundred percent (100%) of the cost of preliminary engineering, right-of-way, and construction related to the items identified above in the project description.

The City agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the City which are not necessary for the improvement as determined by the State and Federal Highway Administration.

SECTION 3. ODOT agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. Right-of-way costs include eligible utility costs. ODOT agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 4. Upon completion of the project, and unless otherwise agreed, the City of Grove City shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial resources, as necessary, for the maintenance of the project; (3) maintain the right-of-way, keeping it free of obstructions, and (4) hold said right-of-way inviolate for public highway purposes.

SECTION 5. The City Administrator is hereby empowered and directed on behalf of Grove City to enter into agreements with the Director of Transportation necessary to complete the planning, right-of-way and construction of this improvement.

SECTION 7. This resolution shall take effect and be in force from and after the earliest period allowed by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest :

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 01/07/16
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Keller
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No. : CR-04-16
1st Reading: 01/19/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-04-16

A RESOLUTION TO AUTHORIZE THE CITY'S CONSULTING ENGINEER TO PREPARE PLANS, SPECIFICATIONS AND COST ESTIMATES FOR THE CONSTRUCTION AND REPAIR OF SIDEWALKS ON ANNA AVE, DENNIS LN., GUNDERMAN AVE., IRWIN AVE., JEROME COURT, LOTZ DRIVE, MICHAEL LANE, SHELDON PLACE, TERRY LANE, AND WENDY LANE

WHEREAS, it is necessary for the general welfare of the City of Grove City to provide proper sidewalks in the City; and

WHEREAS, the City conducted a survey of areas missing sidewalks and/or having sidewalks in need of repair and through this survey identified the streets listed in the title of this Resolution; and

WHEREAS, while sidewalks are generally the responsibility of the homeowner, the City is implementing a grant program that will assist homeowners by paying up to fifty percent (50%) of costs for the installation and/or improvement; and

WHEREAS, the remaining portion of the costs not covered by the grant program can be financed, interest free, over a twenty (20) year term; and

WHEREAS, in order to begin the process, the Ohio Revised Code requires that Council authorize the preparation of plans, specifications and cost estimates for the construction and repair of sidewalks in the affected area.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The City's Consulting Engineer is hereby authorized to prepare plans, specifications and cost estimates for the construction and repair of sidewalks on Anna Avenue, Dennis Lane, Gunderman Avenue, Irwin Avenue, Jerome Court, Lotz Drive, Michael Lane, Sheldon Place, Terry Lane, and Wendy Lane, as identified in Exhibit A attached hereto.

SECTION 2. The resolution shall take effect at the earliest opportunity afforded by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

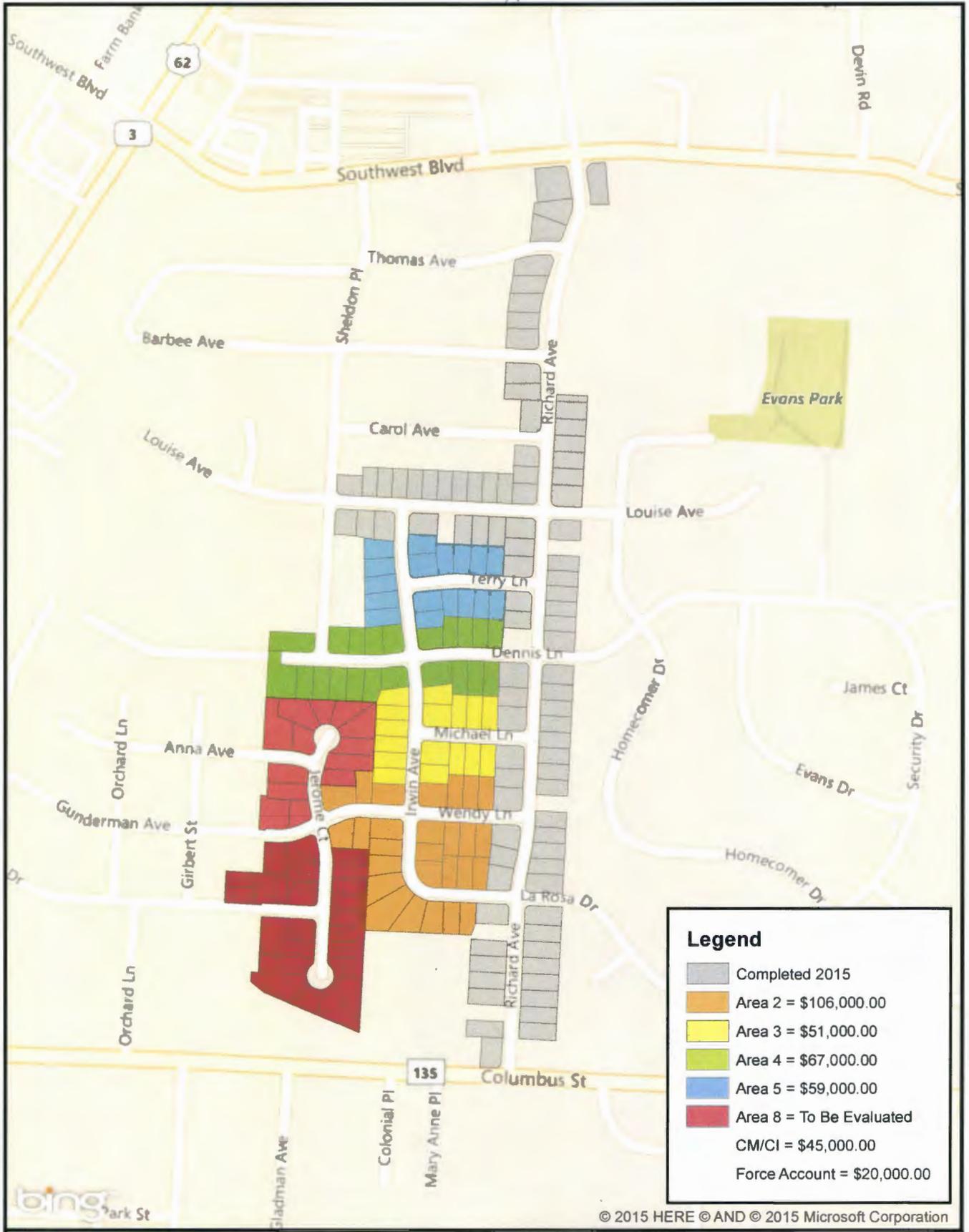
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law



Path: J:\2014\1750\GIS\2016 Sidewalk Program_newunitcosts-20151217.mxd

Legend

- Completed 2015
- Area 2 = \$106,000.00
- Area 3 = \$51,000.00
- Area 4 = \$67,000.00
- Area 5 = \$59,000.00
- Area 8 = To Be Evaluated
- CM/CI = \$45,000.00
- Force Account = \$20,000.00



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Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648

emht.com

CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

2016 Sidewalk Program

SCALE: 1" = 500'



Source: Basemap - Bing Maps

Date: 12/29/15
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-01-16
1st Reading: 01/04/16
Public Notice: 01/07/16
2nd Reading: 01/19/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-01-16

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 903 TITLED PARKS

WHEREAS, it is necessary for the City to update the Park provisions in the Code; and

WHEREAS, the City has completed a comprehensive review of Chapter 903; and

WHEREAS, the last comprehensive review of Chapter 903 occurred in 1999.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. Chapter 903 titled Parks is hereby repealed and replaced as attached hereto in Exhibit "A".

SECTION 5. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-01-16
Exhibit "A"
CHAPTER 903

Parks

- | | |
|---|--|
| 903.01 Definitions | 903.17 Dumping, defacement, destruction, removal or disturbance of property, equipment or natural features |
| 903.02 Hours of operation | 903.18 Gambling |
| 903.03 Fees for use of shelter house/pavilions | 903.19 Climbing of fences, shelters and other structures |
| 903.04 Traffic; off-road vehicles | 903.20 Hunting/trapping/collecting or molesting wildlife |
| 903.05 Intoxication | 903.21 Solicitation |
| 903.06 Pets | 903.22 Enforcement |
| 903.07 Horseback riding | 903.23 Additional rules and regulations |
| 903.08 Camping | 903.24 Metal detecting |
| 903.09 Swimming, wading and boating | 903.25 Aerosol paint cans and hazardous materials |
| 903.10 Golf | 903.26 Erecting and attaching signs |
| 903.11 Public address devices, radios, amplified sound, and musical instruments | 903.27 Inflatable amusement devices |
| 903.12 Engine powered miniature models, unmanned aircraft systems, and toys | 903.28 Smoking prohibition; smoke free zones |
| 903.13 Snowmobiles/sledding/skiing & ice skating | 903.99 Penalty |
| 903.14 Fires | |
| 903.15 Indecent language – lewd conduct | |
| 903.16 Fireworks, firearms & weapons | |

CROSS REFERENCES

- Park Board – see CHTR., Art. IV, 4.03; ADM. 157.01 et seq.
Power to regulate vehicle speed in parks – see Ohio R.C. 4511.07
Department of Parks and Recreation – see ADM. 145.01 et seq.
Disorderly conduct and peace disturbance – see GEN. OFF. 509.01 et seq.
Provisions for drug control – see GEN. OFF. 513.01 et seq.
Provisions for liquor control – see GEN. OFF. 529.01 et seq.
Destruction of trees – see GEN. OFF. 541.06
Animals – see GEN. OFF. 505.01 et seq.

903.01 DEFINITIONS.

As used in this chapter:

- (a) "Animal or animals" means and includes, but is not limited to, quadrupeds, birds, fish, reptiles, amphibians, crustaceans, mollusks and insects.
- (b) "City-owned property" means any real property and public parkland owned by the City, not including easements held or used by the City.
- (c) "Director" means the Director of Parks and Recreation as defined in Section 145.02 of the Codified Ordinances and his/her designee.
- (d) "Fish or fishing" means taking or attempting to take fish by any method, and all other acts such as placing, setting, drawing or using any device commonly used to fish whether resulting in such taking or not.
- (e) "Geocaching" means the recreational hunting for and finding of a hidden object by means of GPS coordinates posted on a website.
- (f) "Inflatable" means an amusement device, used to bounce or otherwise play on that incorporates a structural and mechanical system and employs a high-strength fabric or film that achieves its strength, shape, and stability by tensioning from internal air pressure.

- (g) "Motor vehicle" means any vehicle propelled or drawn by power other than muscular power.
- (h) "Officer" means any Division of Police Officer.
- (i) "Park" means any public land, controlled or operated by the Parks and Recreation Department of the City of Grove City, Ohio, for recreational open space or similar and related purposes.
- (j) "Park waters" means any lake, pond, reservoir, stream, pool, channel, lagoon, or other body of water, or any part thereof, whether natural or artificial, located in or adjoining a park.
- (k) "Person" means any individual, company, partnership, corporation or association or any combination of individuals, or any employee, agent or officer thereof.
- (l) "Public parks leased or owned by the City" shall mean any place or area within Grove City upon which the public is invited or upon which the public is permitted and where children gather for play, including more limited areas used by the public such as restrooms, shelter houses and pavilions.
- (m) "Recreational trail" means a public trail that is used for hiking, bicycling, ski touring, canoeing, or other nonmotorized form of recreational travel that interconnects City parks, wildlife areas, nature preserves, scenic rivers, or other places of scenic or historic interest.
- (n) "Smoke" means burning, including the inhaling or exhaling of any lighted cigar, cigarette, pipe, weed, plant, electronic cigarette or cigar, vaporizer or other burning substance.
- (o) "Smoke Free Zone" means an area located within a public park leased or owned by the City, which has been designated by the City as smoke free, including, but not limited to, playgrounds, restrooms, shelter houses and/or pavilions or other areas as may be determined by City Council from time to time.
- (p) "Smoking materials" means any cigar, cigarette, pipe, weed, plant, or other smoking equipment in any form.
- (q) "Vehicle" means every conveyance with wheels, treads, or other means of locomotion power.

903.02 HOURS OF OPERATION.

No person, except in an emergency or with a special permit issued by the Director, shall enter, remain in, stop or park a motor vehicle in the park except during the hours designated by the Director. Such hours shall be conspicuously posted at the entrance to each park.

903.03 FEES FOR USE OF PARK FACILITIES.

(a) A fee may be charged for the reserved use of park facilities and, if required, shall be payable at the time of reservation.

(b) The Director shall establish rules, regulations and procedures for the reservation and use of park facilities.

(c) The Director shall approve the use of any food truck or vending device at any park facility.

903.04 TRAFFIC; OFF-ROAD VEHICLES.

(a) No person shall drive or operate any motorized vehicle within a park, except on and within the streets or roadways provided for such vehicle or if done in compliance with the American with Disabilities Act.

(b) No person shall operate a vehicle in excess of fifteen (15) miles per hour.

(c) No person shall operate farm machinery or construction equipment or drive a truck, tractor or other vehicle, which is at the time used for transportation of goods or materials, over any park street, roadway or path without a permit from the Director.

(d) No person shall clean, wash or repair any vehicle in or upon the parking lot and/or park.

(e) Vehicles in parks in violation of these rules and regulations may be removed or cause to be removed to a location, in or outside of a park, where they may be kept until the owner or owner's

representative obtains an order from the Director releasing such vehicle to the owner or owner's representative. The City shall not be responsible for any fee, charge or damage arising from such impoundment.

903.05 INTOXICATION.

(a) No person in a park shall be intoxicated or be under the influence of any intoxicating liquor or alcoholic beverage, pursuant to Section 529.01 of the Codified Ordinances.

(b) No person shall use, consume, carry or bring any intoxicating liquor, alcoholic beverage in or upon any park.

903.06 PETS.

(a) No person shall bring to a park any pet, except domestic dogs or cats which must be controlled at all times and secured to a leash not more than six (6) feet in length, pursuant to Section 505.01(d) of the Codified Ordinances. This prohibition shall not apply to any dogs in a designated City Dog Park off-leash area or at any City sponsored event where it is specifically authorized.

(b) Persons shall clean up after their dog(s) and must carry a device for this purpose, pursuant to Section 505.09(a) of the Codified Ordinances.

903.07 HORSEBACK RIDING.

No person shall ride or bring into a park any horse, mule or pony without a written permit from the Director.

903.08 CAMPING.

No person shall maintain a tent, camper or other temporary sleeping place within a park without a written permit from the Director.

903.09 SWIMMING, BATHING, WADING AND BOATING.

Wading, swimming, bathing, boating or entering into any of the lakes, ponds, reservoirs, quarries, fountains or any other water repository is strictly prohibited without the express permission of the Director, except within those recreational facilities designated for such purposes by the Director.

903.10 GOLF.

No person shall hit a golf ball or practice golf except in areas designated by the Director.

903.11 PUBLIC ADDRESS DEVICES, RADIOS, AMPLIFIED SOUND, AND MUSICAL INSTRUMENTS.

No person shall cause a public address device, radio, amplified sound or any musical instrument or device to be used in a park at a volume audible beyond his/her immediate area without a specific written permit from the Director.

903.12 ENGINE POWERED MINIATURE MODELS, UNMANNED AIRCRAFT SYSTEMS AND TOYS.

No mechanical and/or motorized miniature models or toy airplanes, unmanned aircraft systems, chemically powered rockets, boats, cars, sirens, or other noise making devices are permitted to be launched, landed or operated within the confines of a park, except in areas designated by the Director.

903.13 SNOWMOBILES, SLEDDING, SKIING AND ICE SKATING.

No person shall operate a motorized vehicle which is designed to travel on snow or ice-covered surfaces within a park other than in areas designated by the Director as snowmobile areas. Sledding, skiing and ice skating are prohibited except in areas designated for that purpose by the Director.

903.14 FIRES.

- (a) No person shall start or maintain a fire except in a place or at a site designated for this purpose.
- (b) No person shall start a fire in a park except for small fires for cooking in park grills and privately owned grills in a place or at a site designated for this purpose.
- (c) Fires permitted in (a) and (b) above shall comply with Section 1513.03(b) of the Codified Ordinances.
- (d) No person in a park shall build a fire at a time period when the Director has prohibited the building of fires.

903.15 INDECENT LANGUAGE – LEWD CONDUCT.

No person shall use any abusive, profane or indecent language or engage in any lewd or obscene conduct or any other conduct that may annoy others.

903.16 FIREWORKS AND WEAPONS.

(a) No person, other than law enforcement officers, shall carry an air or gas gun, a bow, crowbar or other missile throwing device within a park, or discharge any firearms, fireworks, explosive substances, or air or gas guns into or over a park or bring into a park any switchblade, hunting knife, dagger, metal knuckles, slingshots, or other weapon. This prohibition shall not apply to any knife with a blade shorter than three (3) inches in length.

(b) The foregoing provisions of this section do not apply to firearms as defined by Ohio R.C. 2923.11, and nothing in this section shall be construed as a limitation on an individual's right to keep and bear arms under Federal or State law.

903.17 DUMPING, DEFACEMENT, DESTRUCTION, REMOVAL OR DISTURBANCE OF PROPERTY, EQUIPMENT, OR NATURAL FEATURES.

(a) No person shall dump within a park any material of any kind, including, but not limited to, earth, stones, concrete, wood, paper, rubbish, tin cans, bottles, discarded household articles, tree trimmings or grass clippings.

(b) No person shall injure, deface, destroy, disturb, or remove any part of a building sign, equipment or other property of a park, nor shall any tree, flower, shrub or other vegetation, or fruit or seed thereof, or rock or mineral be removed, injured, destroyed or disturbed, pursuant to Section 541.07 of the Codified Ordinances.

(c) Geocaches for geocaching may be placed in the park subject to prior permission of the Director and compliance with subsection (b).

903.18 GAMBLING.

No person shall engage in, promote, solicit or procure participants for any game which is played for money or other thing of value, or engage in any form of gambling or game of chance within a park.

903.19 CLIMBING ON FENCES, SHELTERS AND OTHER STRUCTURES.

No person shall climb, walk, stand or sit upon any fences, shelters, poles, fountains, walls or other structures within a park.

903.20 HUNTING, TRAPPING, OR COLLECTING WILDLIFE.

No person shall hunt, collect, pursue with dogs, trap or in any way molest any wild bird or other animal, or rob or molest any nest or den, or take the eggs or young of any bird or other animal found within a park, pursuant to Section 505.11 of the Codified Ordinances.

903.21 SOLICITATION.

No person shall sell, beg, hock, peddle, offer or solicit for sale any goods or merchandise within a park without the applicable licenses and written permission of the Director.

903.22 ENFORCEMENT.

(a) No person shall fail or refuse to comply with any posted restrictions or directives or with any reasonable order relating to this Chapter, or with any order lawfully given by an Officer, Director.

(b) Officer and/or Director may order any person violating any provisions of these rules and regulations to leave the park. No person shall fail to obey such an order.

903.23 ADDITIONAL RULES AND REGULATIONS.

The Director shall make and enforce such additional rules and regulations as are necessary for the proper management of parks and their facilities.

903.24 METAL DETECTING.

No person in a park shall have in their possession, operate or use any metal detector of any kind or form.

903.25 AEROSOL PAINT CANS AND HAZARDOUS MATERIALS.

No person in a park except an Officer and/or Director shall carry on or about his or her person any hazardous materials including a container capable of propelling paint or other hazardous material by means of a gaseous or liquid charge without having first obtained written permission from the Director. Personal protection devices such as mace, pepper spray, or similar devices may be excluded from this provision provided they are used only in the appropriate situation for their intended purpose.

903.26 ERECTING AND ATTACHING SIGNS.

No person in a park shall erect a sign or attach a sign to property owned or controlled by the City, nor shall any person display any placard, notice, advertisement, circular, banner, or statement of any kind or sign other than a permanent sign on a vehicle without a permit from the Director.

903.27 INFLATABLE AMUSEMENT DEVICES.

(a) No person shall provide an inflatable in City parks without prior approval from the Director, proof of insurance with the City named as an additional insured, a map of where the inflatable will be erected and compliance with Ohio Administrative Code 901:9-1-06.1.

(b) Use of inflatable amusement devices other than by owners are prohibited in City parks.

903.28 SMOKING PROHIBITION; SMOKE FREE ZONES.

(a) It shall be unlawful to smoke or carry lighted cigarettes, pipes, cigars, other tobacco products or smoking materials within all areas of public parks leased or owned by the City, which have been wholly designated as smoke free zones.

(b) Strict liability is intended for a violation of this section.

903.99 PENALTY.

(a) Whoever violates any provision set forth in Section 903.02 through 903.04, 903.06 through 903.11, 903.15, 903.19, 903.20, 903.24 and 903.28 shall be guilty of a minor misdemeanor for the first offense and guilty of a misdemeanor in the fourth degree for any subsequent offense within a twelve (12) month period.

(b) Whoever violates any provision of Section 903.05 and 903.17(b) shall be guilty of a misdemeanor of the fourth degree for the first offense and guilty of a misdemeanor in the third degree for any subsequent offense within a twelve (12) month period.

(c) Whoever violates any provision of Section 903.21 shall be guilty of a misdemeanor of the second degree for the first offense and guilty of a misdemeanor in the first degree for any subsequent offense within a twelve (12) month period.

(d) Whoever violates any provision of Section 903.12 through 903.14, 903.16, 903.17(a), 903.18 and 903.25 shall be guilty of a misdemeanor of the first degree.

(e) In addition to the penalties set forth above, violations of this Chapter may result in the following penalties:

- (1) 1st offense – 30 days banned from the park
- (2) 2nd offense – 60 days banned from the park
- (3) 3rd offense – 1 year banned from the park
- (4) 4th offense – banned for life.

Date: 12/29/15
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Ms. Kelly
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-02-16
1st Reading: 01/04/16
Public Notice: 01/07/16
2nd Reading: 01/19/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-02-16

AN ORDINANCE TO VACATE A 20' SANITARY SEWER EASEMENT LOCATED SOUTH OF I-270 AND WEST OF GANTZ ROAD

WHEREAS, the City granted a sanitary sewer easement as part of the 2006 Development Plan for Gantz Meadows that was never constructed; and

WHEREAS, this property had received approval for development as The Village at Gantz Meadows; and

WHEREAS, a similar easement was vacated under Ord. C-87-15; and

WHEREAS, this easement is no longer needed and needs to be vacated for the new development known as The Village at Gantz Meadows; and

WHEREAS, the City's Consulting Engineer has reviewed this request and finds no objection to the vacuation of this sanitary sewer easement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The existing 20' sanitary sewer easement depicted and described in Exhibit "A" is hereby vacated.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-02-16
EXHIBIT "A"
DEED OF EASEMENT

200607060131475
Pg. 5 \$52.00 T20060049577
07/06/2006 9:46AM MLTHOMAS R CL
Robert G. Montgomery
Franklin County Recorder

KNOW ALL PERSONS BY THESE PRESENTS that, The Village at Gantz Meadows, LLC, an Ohio Limited Liability Company, (hereinafter called "Grantor"), in consideration of One Dollar (\$1.00) and other good and valuable consideration to it paid by the CITY OF GROVE CITY, OHIO, an Ohio Municipal Corporation ("Grantee" herein), the receipt of which is hereby acknowledged, does hereby GRANT and RELEASE to the CITY OF GROVE CITY, OHIO, its successors and assigns, the perpetual non-exclusive right and easement in, through, over and under the following described real estate for the purpose of constructing, operating, installing, maintaining, inspecting, repairing, removing, renewing and replacing a sanitary sewer, and appurtenances thereto, together with the right of access to said easement area for said purpose.

Being that strip of land situated in the State of Ohio, County of Franklin, City of Grove City, and described on "Exhibit A" attached hereto and made a part hereof.
Prior Instrument reference: Instr. No. 2006030080044135

The granting of this easement does not preclude the use of said easement area by storm sewer, water line, gas, telephone, electric or television cable facilities.

The Deed of Easement is executed, granted and delivered by Grantor, for itself and its successors and assigns, and accepted by Grantee, for itself and its successors and assigns, upon the following condition, to wit:

The rights granted herein shall not be construed to interfere with or restrict the use of the premises with respect to the construction and maintenance of property improvements in, along and over the premises herein described so long as the same are constructed so as not to impair the strength of or interfere with the use and maintenance of the facilities herein provided for.

CONVEYANCE TAX
EXEMPT
[Signature]
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

Page 1 of 2

TRANSFER
NOT NECESSARY
JUL 06 2006
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

TO HAVE AND TO HOLD, said premises unto said Grantee, the CITY OF GROVE CITY, OHIO, its successors and assigns forever, for the uses and purposes hereinabove described.

IN WITNESS WHEREOF, The Village at Gantz Meadows, LLC, has hereunto set their hands this 27th ~~May~~ ^{JUNE} day of ~~May~~ 2006.

Signed and acknowledged:

The Village at Gantz Meadows, LLC
by Village Communities, LLC

By

STATE OF OHIO
COUNTY OF FRANKLIN,

Donald R. Kenney
Managing Member

BE IT REMEMBERED, that on this 27th ~~May~~ ^{JUNE} day of ~~May~~ 2006, before me, the subscriber, a Notary Public in and for said State and County, personally came the above named, Donald R. Kenney, MANAGING MEMBER of The Village at Gantz Meadows, LLC., Grantor in the foregoing instrument, who acknowledged the signing of the same to be his voluntary act and deed and the voluntary act and deed of said Village at Gantz Meadows, LLC., an Ohio Limited Liability, for the uses and purposes hereinbefore mentioned, and who under penalty of perjury in violation of Section 2921.11 of the Revised Code represented to me to be said person.

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

Susan K. Franke
Notary Public

This instrument was prepared by:
Thomas R. Clark, Attorney at Law
3083 Columbus Street
Grove City, Ohio 43123



SUSAN K. FRANKE
Notary Public, State of Ohio
My Commission Expires 08/11/08



Civil & Environmental Consultants, Inc.
8740 Orion Place, Suite 100 • Columbus, Ohio 43240
Phone 614.540.6633 • Fax 614.540.6638
CHICAGO, IL. • CINCINNATI, OH • EXPORT, PA. • INDIANAPOLIS IN.
NASHVILLE, TN. • PITTSBURGH, PA. • ST. LOUIS, MO.

"EXHIBIT A"

**DESCRIPTION OF A 20' SANITARY SEWER EASEMENT
0.345 ACRE TRACT
LOCATED SOUTH OF INTERSTATE 270
WEST OF GANTZ ROAD
CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO**

Situate in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Number 6839, and being part of a 5.159 acre tract conveyed to the Village at Gantz Meadows, LLC, by deed of record in Instrument Number 200603080044135, all records herein are from the Recorder's Office, Franklin County, Ohio, said 20' Sanitary Sewer Easement, 0.345 acre tract being more particularly described as follows:

BEGINNING FOR REFERENCE, at a southwest corner of said 5.159 acre tract and the southeast corner of a 3.892 acre tract conveyed to the Village at Gantz Meadows, LLC, by deed of record in Instrument Number 200603080044133, and being on the relocated centerline of Home Road as shown on the right-of-way plans for Interstate 270, named FRA 270-6.09S;

Thence North 07°07'01" East, a distance of 39.91 feet, along the common line of said 5.159 acre tract and said 3.892 acre tract, to a point of the proposed northerly right-of-way line of said Home Road;

Thence South 82°02'35" East, a distance of 13.55 feet, along the proposed northerly right-of-way line of said Home Road, to the **TRUE POINT OF BEGINNING**;

Thence with the following three (3) courses and distances across said 5.159 acre tract;

1. North 11°11'14" East, a distance of 48.26 feet, to a point;
2. North 00°15'13" West, a distance of 58.86 feet, to a point;
3. North 24°22'29" West, a distance of 16.46 feet, to a point;

Thence North 07°07'01" East, a distance of 27.56 feet, along the common line of said 5.159 acre tract and said 3.892 acre tract, to a point;

Thence with the following eleven (11) courses and distances across said 5.159 acre tract;

1. South 47°36'10" East, a distance of 15.43 feet, to a point;
2. South 23°30'59" East, a distance of 29.99 feet, to a point;

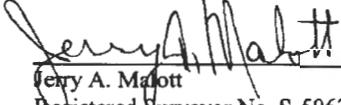
3. South 00°15'13" East, a distance of 53.72 feet, to a point;
4. North 87°02'22" East, a distance of 166.87 feet, to a point;
5. North 14°33'52" East, a distance of 308.60 feet, to a point;
6. North 29°42'45" West, a distance of 108.47 feet, to a point;
7. North 60°17'15" East, a distance of 20.00 feet, to a point;
8. South 29°42'45" East, a distance of 116.61 feet, to a point;
9. South 14°33'52" West, a distance of 331.40 feet, to a point;
10. South 87°02'22" West, a distance of 184.22 feet, to a point;
11. South 11°11'14" West, a distance of 40.34 feet, to a point;

Thence North 82°02'35" West, a distance of 20.03 feet, along the proposed northerly right-of-way line of said Home Road, to the **TRUE POINT OF BEGINNING**, containing 0.345 acres, more or less.

The bearings shown above are determined between Franklin County Monuments FCGS 4432 and FCGS 4428 based on the State Plane Coordinate System, Ohio, South Zone, NAD 83 (1986 adjustment), which said monuments having a bearing of North 02°25'45" East between them.



Civil & Environmental Consultants, Inc.


Jerry A. Malott 3-15-06
Registered Surveyor No. S-5963 Date

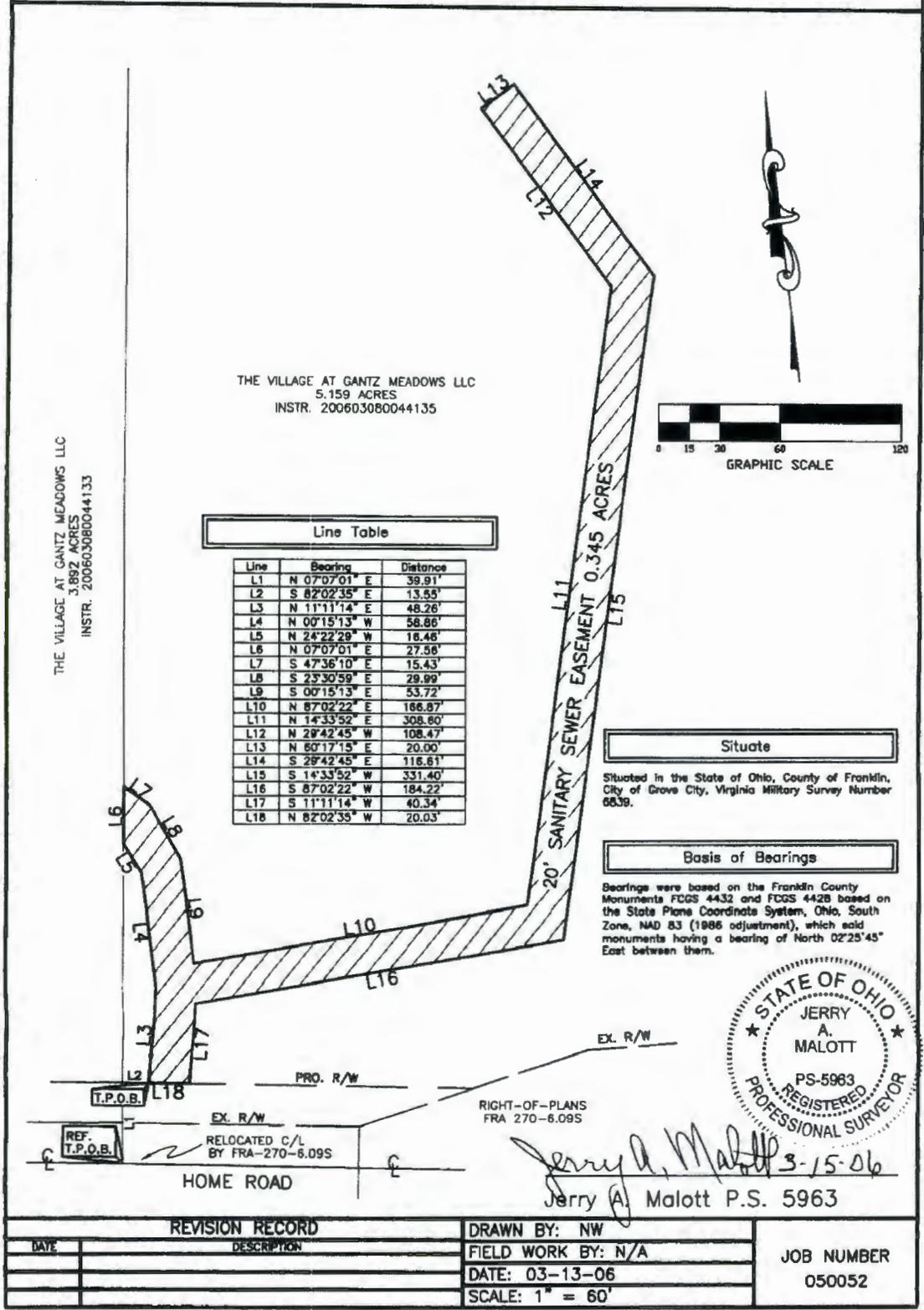


Civil & Environmental Consultants, Inc.

8740 Orion Place, Suite 100 Columbus, Oh. 43240
(614) 540-6633 (888)598-6808 FAX(614)540-6638

CHICAGO, IL · CINCINNATI, OH. · EXPORT, PA · INDIANAPOLIS, IN.
NASHVILLE, TN. · PITTSBURGH, PA. · ST. LOUIS, MO.

20' Sanitary Sewer Easement



THE VILLAGE AT GANTZ MEADOWS LLC
5.159 ACRES
INSTR. 200603080044135

THE VILLAGE AT GANTZ MEADOWS LLC
3.892 ACRES
INSTR. 200603080044133

Line Table

Line	Bearing	Distance
L1	N 07°07'01" E	39.91'
L2	S 82°02'35" E	13.55'
L3	N 11°11'14" E	48.26'
L4	N 00°15'13" W	58.86'
L5	N 24°22'28" W	18.46'
L6	N 07°07'01" E	27.56'
L7	S 47°36'10" E	15.43'
L8	S 23°30'59" E	29.99'
L9	S 00°15'13" E	53.72'
L10	N 87°02'22" E	188.87'
L11	N 14°33'52" E	308.60'
L12	N 29°42'45" W	108.47'
L13	N 60°17'15" E	20.00'
L14	S 29°42'45" E	118.61'
L15	S 14°33'52" W	331.40'
L16	S 87°02'22" W	184.22'
L17	S 11°11'14" W	40.34'
L18	N 82°02'35" W	20.03'



Situate

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey Number 6639.

Basis of Bearings

Bearings were based on the Franklin County Monuments FCGS 4432 and FCGS 4428 based on the State Plane Coordinate System, Ohio, South Zone, NAD 83 (1986 adjustment), which said monuments having a bearing of North 02°25'45" East between them.



Jerry A. Malott 3-15-06
Jerry A. Malott P.S. 5963

REVISION RECORD		DATE	DESCRIPTION

DRAWN BY: NW	JOB NUMBER 050052
FIELD WORK BY: N/A	
DATE: 03-13-06	
SCALE: 1" = 60'	

Date: 01/13/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No. : C-08-16
1st Reading: 01/19/16
Public Notice: 01/21/16
2nd Reading: 02/01/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-08-16

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 51.63+ ACRES LOCATED AT 1421 BORROR ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 51.63+ acres, more or less, in Jackson Township was duly filed by Diane S. Peurach, Trustee; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on November 03, 2015; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on November 17, 2015.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The proposed annexation, as applied for in the petition of Diane S. Peurach, Trustee being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on Sept. 29, 2015 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on November 03, 2015, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 6115. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 4. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

RECEIVED

SEP 18 2015

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

C-08-16
Exhibit A

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By DR Date 9/18/15

Description of a 51.683 acre tract for annexation purposes

Situated in the State Ohio, County of Franklin, Township of Jackson, in Virginia Military Survey #6115, being a part of Lot 6 of the partition of the Huffman Lands (Plat Book 1, Pg.260), and being a 23.026 acre tract of land now or formerly conveyed to Mildred A Christian, Trustee (Parcel 1 of O.R. 16047 J-08), and a 28.657 acre tract of land now or formerly conveyed to Timothy J Christian (First Parcel of Instr.200411160262813), further bounded and described as follows:

Beginning for reference at a disk, known as FCGS 1324 (Franklin County Geodetic Survey), found in a monument box assembly at the center line intersection of Borrer Road, a 60' public right-of-way (Road Record 4, Page 359), with west line of said Lot 6, also being on the north line of said Virginia Military Survey #6115;

thence with the center line of said Borrer Road and north line of VMS #6115 N 75°03'05" E, 377.63 feet, to a mag nail found at the northeast corner of land conveyed to Mildred A Christian, Tr. (Instr.201011100151228), said point being the **TRUE PLACE OF BEGINNING** for the parcel hereinafter described;

thence N 75°05'10" E, 255.04 feet continuing along said center line of Borrer Road to a mag nail found at the northwest corner of land conveyed to Mildred A Christian, Tr. (Instr.201011100151226);

thence S 05°31'37" W, 510.11 feet along the westerly line of said Mildred A Christian, Tr tract, passing over a rebar capped "C&A" found at 32.02', to a rebar capped "C&A" found at the southwesterly corner of said Christian tract;

thence S 85°50'44" E, 214.44 feet along said Christian tract to a rebar capped "C&A" found on the westerly line of land conveyed to Mark R and Leslie R Harbold (D.B. 3578, Pg. 416);

thence S 04°09'13" W, 2669.44' feet along said Harbold tract, passing over a rebar capped "6579" found at 679.74' referencing a northwesterly corner of land conveyed to Marilyn S Swackhammer (D.B. 3576, Pg.633 and Instr.201212130191702), also passing a rebar capped "C&A" at 1122.01', continuing along said Swackhammer tract to the northerly line of land conveyed to Lois L Hancock Ltd. (Parcel 3 of Instr. 199808050198537) and Jess H Hancock Ltd. (Instr.199808050198533), reference 3/4" pipes found N 04°09'13 E, 5.00' and N 87°07'18"W, 5.00';

thence N 87°07'18" W, 577.96 feet along said Hancock tract to a rebar capped "C&A" found at an angle point therein;

thence S 73°02'42" W, 229.50 feet, continuing along said Hancock tract, to a 1/2" pipe found on the westerly line of Grant Run Estates, Section 3 (Plat Book 103, Pg.35) and the existing City of Grove City corporation line (Ordinance No. C-70-75, Official Record 165-584);

thence N 03°45'19" E, 1638.39 feet along said corporation line, Grant Run Estates, Section 3 and Grant Run Estates Section 4, Part 1 (Plat Book 105, Pg.5) to a 3/4" pipe found in the easterly line of Sublot 140 of Grant Run Estates Section 4, Part 2 (Plat Book 105, Pg.9);

thence N 04°16'56" E, 1102.74 feet continuing along said corporation line, said Grant Run Estates and the westerly line of land conveyed to Michael H and Nancy L Gosztyla (Instr.200306270196007) to a 3/4" pipe found at the southwesterly corner of land conveyed to J. Joseph Parsley and Ann Marie Garland (Instr.201410070132556);

thence S 85°42'16" E, 356.70 feet, leaving said corporation line, along the southerly line of said Parsley and the southerly lines of lands conveyed to David and Kayla Spellman (instr.200209200235280) and the aforesaid Mildred Christian tract, to a rebar capped "C&A" found;

thence N 04°15'51" E, 451.40 feet along said Christian tract to the TRUE PLACE OF BEGINNING, passing over a 3/4" pipe found at 419.88'.

Containing 51.683 acres of land, more or less, of which 0.175 acres is contained within the right-of-way of Borror Road, as surveyed under the direct supervision of Matthew L. Campbell, P.S. 8546 of Campbell and Associates, Inc. in August of 2015.

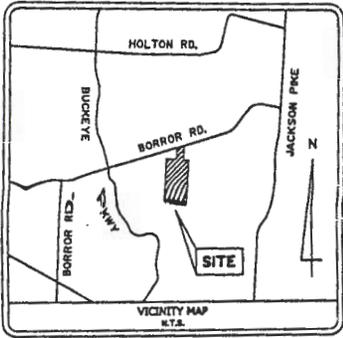
The basis of bearings for this description is N 04°16'56" E as shown for the easterly line of Grant Run Estates Section 4, Part 2. All capped rebars set are 5/8" in width and 30" in length with ID cap marked C&A.

Subject to all legal highways, easements, restrictions, covenants, agreements and reservations of record.

All documents referenced herein are Franklin County Recorder's records.

ABOVE DESCRIPTION IS FOR ANNEXATION PURPOSES ONLY.





ANNEXATION PLAT
PROPOSED ANNEXATION OF 51.683 ACRES
FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY
PART OF VIRGINIA MILITARY SURVEY 6115
PART OF LOT 6 OF HOFFMAN LANDS
JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 DEAN C. RINGLE, P.E., P.S.
 FRANKLIN COUNTY ENGINEER

By BB Date 9/18/15



0 250'
 SCALE: 1"=250'

LEGEND

- EXISTING CITY OF GROVE CITY CORPORATION LINE
Ordinance No. C-70-75
Official Record 165-584
- PROPOSED CITY OF GROVE CITY CORPORATION LINE
- AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY ID 1421
 BORROR RD. GROVE CITY, OHIO 13123

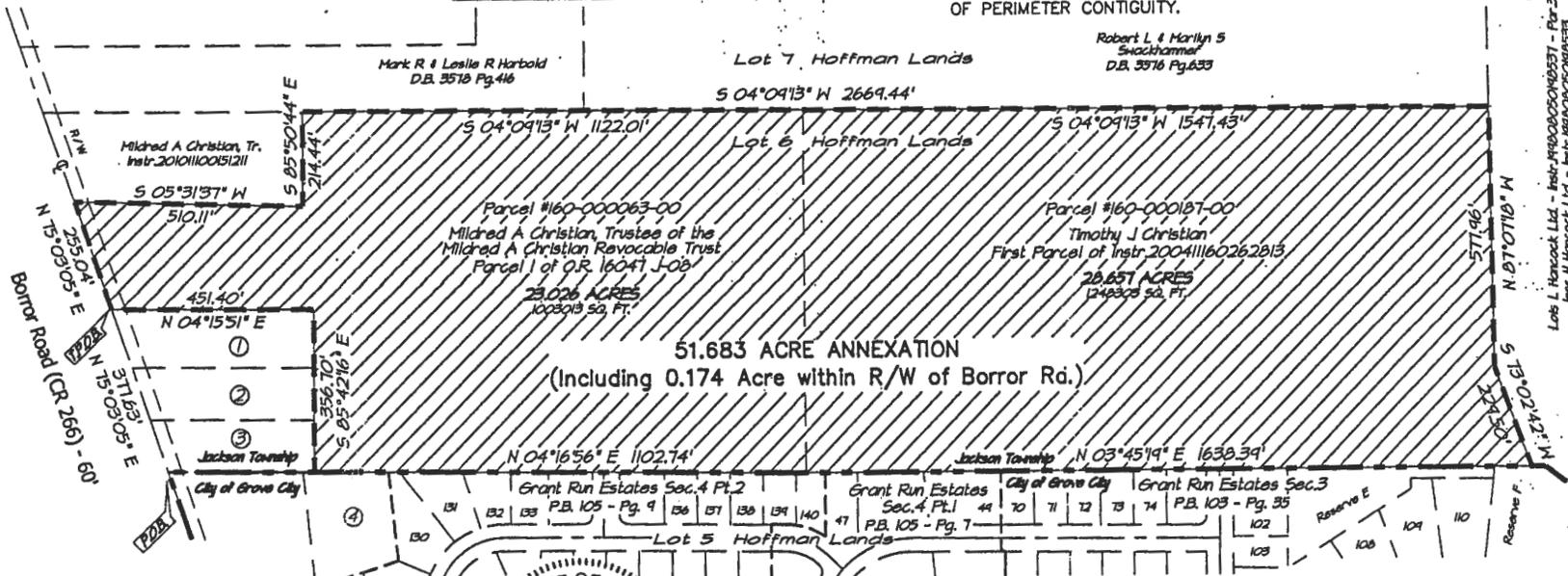
THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 8006'±.
 OF WHICH 2741'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 34.2% OF PERIMETER CONTIGUITY.

RECEIVED

SEP 18 2015

Franklin County Engineer
 Dean C. Ringle, P.E., P.S.



51.683 ACRE ANNEXATION
 (Including 0.174 Acre within R/W of Borror Rd.)



Matthew L. Campbell
 MATTHEW L. CAMPBELL
 CAMPBELL & ASSOCIATES, INC.
 REG. NO. 8546
 DATE 9/18/15

- ① Mildred A. Christian, Tr.
Instr. 20101100151228
- ② David & Kayla Spellman
Instr. 200204200235280
- ③ Joseph J. Parsiny
Ann Marie Garland
Instr. 20141007032356
- ④ Michael H. & Nancy L. Goztyla
Instr. 200304710146007

ANNEXATION PLAT



JOB NO. C0130502
 CAMPBELL &
 ASSOCIATES, INC.
 Land Surveyors

77 E Wilson Bridge Rd, Suite 205 Worthington, Ohio 43085 (614) 785-8342

C-08-14

Date: 01/13/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-09-16
1st Reading: 01/19/16
Public Notice: 01/21/16
2nd Reading: 02/01/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-09-16

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.687+ ACRES LOCATED AT 3811 MAYFAIR DRIVE IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.687+ acres, more or less, in Jackson Township was duly filed by Drema K. Rowe; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on October 06, 2015; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on November 05, 2015.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT

SECTION 1. The proposed annexation, as applied for in the petition of Drema K. Rowe, Trustee being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on Sept. 01, 2015 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on October 06, 2015, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1383. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 1 A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

SECTION 4. This ordinance shall take effect at the earliest opportunity allowed by law.

Passed:

Roby Schottke, President of Council

Effective:

Richard L. Stage, Mayor

RECEIVED

AUG 13 2015

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER

By: BB Date: 8/13/15
August 11, 2015

C 09.16
Exhibit A

**PROPOSED ANNEXATION OF 0.687 ACRE
SOUTH OF MAYFAIR DRIVE, WEST OF HAUGHN ROAD**

**FROM: JACKSON TOWNSHIP
TO: THE CITY OF GROVE CITY, OHIO**

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 1383, and being all of that 0.6869 acre tract as described in a deed to Drema K. Rowe, of record in Instrument Number 201311120188921, all records referenced herein being to those located in the Recorder's Office, Franklin County, Ohio, and being 0.687 acre more particularly described as follows:

Beginning at the southwest corner of said 0.6869 acre tract, at the southeast corner of Lot 19 of Mayfair Park Number 2, a subdivision of record in Plat Book 40, Page 67, in the northerly line of Lot 111 of Claybrooke Crossing Section 3, a subdivision of record in Plat Book 105, Page 54, last described in a deed to Brandan G. and Krista Litman, of record in Instrument Number 200712200217400, in the existing corporation line of the City of Grove City as established by Case Number 47-00, Ordinance Number C-98-00, of record in Instrument Number 200012280231098;

Thence in a northerly direction, along a common line between said 0.6869 acre tract and said Lot 19, leaving said existing corporation line, a distance of approximately 299 feet to a point at the northwest corner of said 0.6869 acre tract, in the southerly right-of-way line of Mayfair Drive (60 foot width);

Thence in an easterly direction, along the northerly line of said 0.6869 acre tract and said southerly right-of-way line, a distance of approximately 100 feet to a point at the northeast corner of said 0.6869 acre tract, the northwest corner of that 0.6873 acre tract as described in a deed to Richard K. and Valerie J. Root, of record in Instrument Number 200206210153961;

Thence in a southerly direction, along the common line between said 0.6869 and said 0.6873 acre tracts, a distance of approximately 299 feet to a point at the southeast corner of said 0.6869 acre tract, in the northerly line of Lot 112 of said Claybrooke Crossing, last described in a deed to Amy M. and Kevin P. Weiss, of record in Instrument Number 200711010189933, returning to said existing corporation line;

Thence in a westerly direction, along the southerly line of said 0.6869 acre tract and the northerly lines of said Lots 112 and 111, and said existing corporation line, a distance of approximately 100 feet to the place of beginning, containing 0.687 acre of land, being in tax parcel number 160-001371.

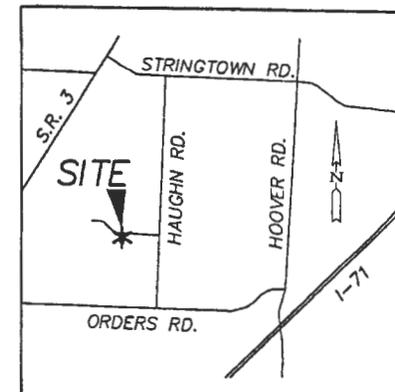
This description was prepared by Westerville Land Surveying, LLC, based on the best available public records (not based on an actual field survey) in August, 2015.

by Michael P. Lomano
Michael P. Lomano 8-11-15
Registered Surveyor No. 7711



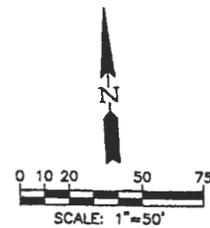
ANNEXATION PLAT
 FROM JACKSON TWP. TO THE CITY OF GROVE CITY
 V.M.S. 1383
 JACKSON TOWNSHIP, FRANKLIN COUNTY, OHIO

LOCATION MAP
 (NOT TO SCALE)



LAT 39°51'59"N LON 83°05'27"W

MAYFAIR DR. (60')



RECEIVED

AUG 13 2015

Franklin County Engineer
 Dean C. Ringle, P.E., P.S.

ANNEXATION
 PLAT & DESCRIPTION
 ACCEPTABLE
 DEAN C. RINGLE, P.E., P.S.
 FRANKLIN COUNTY ENGINEER

By BB Date 8/13/15

Ⓐ BRANDAN G. &
 KRISTA LITMAN
 INS. 200712200217400
 LOT 111*

Ⓑ AMY M. &
 KEVIN P. WEISS
 INS. 200711010189933
 LOT 112*

LEGEND

- x — = EX. CORP. LINE
- = PROPOSED GROVE CITY CORP. LINE

ADDRESS OF SUBJECT PROPERTY IS 3811 MAYFAIR DR., GROVE CITY, OH 43123.

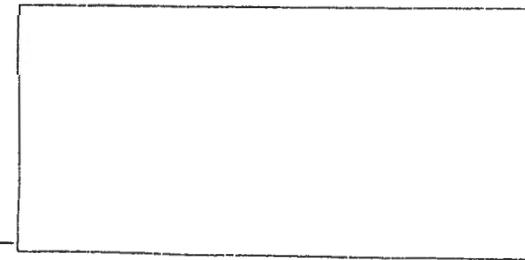
LOT NUMBERS REFERENCED TO THE PLAT "MAYFAIR PARK No. 2", OF RECORD IN P.B. 40, PG. 67, EXCEPT THOSE INDICATED WITH "*" REFERENCED TO "CLAYBROOKE CROSSING SECTION 3", OF RECORD IN P.B. 105, PG. 54.

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 798 FT., OF WHICH 100 FT. IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 12.5% OF PERIMETER CONTIGUITY.



BY Michael P. Lomano
 OHIO PROFESSIONAL SURVEYOR No. 7711



E-09-116

LAWRENCE E. THOMAS
 INS. 200903020028108
 LOT 19

DREMA K. ROWE
 INSTRUMENT No.
 201311120188921
 0.6869 AC.

0.687 AC.

PID. 160-001371
 3811 MAYFAIR DR.
 GROVE CITY, OH 43123

RICHARD K. &
 VALERIE J. ROOT
 INS. 200206210153961
 0.6873 AC.

P.O.B.

JACKSON TWP.

JACKSON TWP.

EX. GROVE CITY CORP., LINE CASE #47-00
 ORD. #C-98-00 INS. 200012280231098

LOT 110*

LOT 111*

LOT 112*

LOT 113*

DRAWING PREPARED BY:
 WESTERVILLE LAND SURVEYING
 30 E. COLLEGE AVE.
 WESTERVILLE, OH 43081
 (614) 899-2209

DRAWING NAME: 15206A.DWG

DATE: 8-11-15
 JOB No.: 15-206
 CLIENT: Ms. Drema Rowe

Date: 01/13/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-10-16
1st Reading: 01/19/16
Public Notice: 01/21/16
2nd Reading: 03/07/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-10-16

AN ORDINANCE FOR THE REZONING OF 3927, 3931,
3935, 3937 FRONT STREET FROM R-2 AND IND-1 TO PUD-C

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on January 5, 2016; and

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. The following described premises are rezoned from R-2 and IND-1 to PUD-C:

Situated in the State of Ohio, County of Franklin, City of Grove City and being Lots 1 and 2 in Grants Addition to Beulah, *as recorded in Official Records, Plat Book #5, Page 130, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

SECTION 3. This Ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-10-16

00069794

The legal description of decedent's interest in the real property subject to this certificate is: (use extra sheets if necessary.)

BEING AN UNDIVIDED ONE-HALF INTEREST IN THE FOLLOWING DESCRIBED REAL PROPERTY:

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

Being Lots Number One (1) and Two (2) in GRANT'S ADDITION TO BEULAH, as the same are numbered and delineated upon the recorded plat thereof, of record in the Plat Book No. 5, page 130, Recorder's Office, Franklin County, Ohio.

Street Address: 3927-37 Front Street, Grove City, OH 43123

Prior Instrument Reference: Instrument Number 199807060167627

Parcel No: 040-000758 and 040-000015

ISSUANCE

This Certificate of Transfer is issued this 16TH day of JANUARY, 20 15.

/s/ Steven O. Williams
 JUDGE STEVEN O. WILLIAMS
 BY ASSIGNMENT

CERTIFICATION

I certify that this document is a true copy of the original Certificate of Transfer No. 1 issued on January 16, 2015 and kept by me as custodian of the official records of this Court.

January 16, 2015
 Date
 (Seal)

Terra L. Vandervoort
 Probate Judge/Deputy Clerk
 BY: Carol Sue Lach
 Deputy Clerk

040-000127
3484 GRANT AVE
BEULAH SUB
LOT 34

040-000777
GRANT AVE
BEULAH LOT 33

040-000298
3472 GRANT AVE
BEULAH SUB
LOT 32

C-2

040-000776
3466 GRANT AVENUE
BEULAH
LOT 31

040-000011
USED IN OPERATION
ENTRY 1388
11.390 ACRES

040-000004
72 GRANT ST
GANTZ SUB
PT RES A & PT VAD ST=0.215 ACRE

GRANT AV

D-1

040-000793
3484 GRANT AVENUE
BEULAH 4

040-000257
3483 GRANT AVE
BEULAH ADD
LOT 3

040-000015
3927 FRONT ST
BEULAH SUB
LOT 2

040-000758
800 FRONT STREET
GRANT ADDITION TO
BEULAH 1

R-2

IND-1

FRONT ST

040-000758
SWITCH TO MAIN TRACK
285 ACRES
USED IN OPERATION

IND-1

040-000137
3451 NICHOLAS ST
GANTZ SUB
LOT 16-17

040-000011
USED IN OPERATION
ENTRY 1388
11.390 ACRES

040-000013
3514-16 W PARK ST
SUB 4
BEULAH SUB

040 000182
3506 W PARK ST
ALL LT 3A16FT WS 2
BEULAH SUB

IND-1

040-000088
3625-27 FRONT
BEULAH SUB
N LOTS 1 & 2

040-000535
3502 W PARK STREET
BEULAH
LOT 1-2

040-000743
3495 W PARK ST
BEULAH SUB
SE COR LOT 1

RECEIVED

DEC 21 2015

GC PLANNING COMMISSION

040-000751
DELOT ORGONOUS
ENTRY 1388
0.165 ACRE

IND-1

Disclaimer 3927-3937 Front Street

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.



1 inch = 40 feet

Feet

0 10 20 40

DEC 21 2015

GC PLANNING COMMISSION

3927 – 3937 FRONT ST

PLANNED UNIT DEVELOPMENT – COMMERCIAL (PUD-C)

ZONING TEXT

1. PROPERTY

The site ("Site") to be rezoned consists of two parcels (040-000015, 040-000758), 3927-3937 Front Street, further described in Exhibit A. Primary frontage for the site is on Front Street, with additional frontage on Grant Avenue and access from an alley to the south.

The Site currently has a 3,500± square foot building fronting Front Street. The parking lot for the Site extends from the building out to Front Street and south to the alley and is accessible from two curb cuts on Front Street and a continuous cut from the alley. The intent of the PUD is to allow the site to function with existing tenants while ensuring that the property does not become a nuisance for area residences in the future.

2. GENERAL PROVISIONS

- a. The provisions outlined within this text shall apply to the land described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code shall apply only to the extent that this Zoning Text does not address such matters.
- b. For the purposes of this Zoning Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural include the singular and the singular the plural. The word "shall" is intended to be mandatory, "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any difference of meaning or implication between this text and the Codified Ordinances of Grove City, the Zoning Text shall control.
- c. All provisions of this Zoning Text are severable. If a court of competent jurisdiction determined that a word, phrase, clause, sentence, paragraph, subsection, section or other provisions is invalid or that the application of any part of the provision to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.
- d. Deviations from the standards, requirements, and uses set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between uses within or in proximity of the Site.

3. PERMITTED USES

Uses permitted in the districts below shall be permitted on the Site.

- a. PSO (Professional Services)
- b. C-1 (Service Commercial)

The following additional uses shall also be permitted on the Site.

- c. Creative Arts Studio (Dance, painting, etc.)

- d. Storage associated with an on-site company, not to exceed 20% of the building's total square footage.

4. SIGNAGE AND GRAPHICS

- a. Signage shall be limited to the east building elevation.
- b. Total signage shall not exceed 25 square feet.
- c. No ground signage shall be permitted.

Date: 01/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-11-16
1st Reading: 01/19/16
Public Notice: 1/21/16
2nd Reading: 02/01/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-11-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SALES FOR SPEEDWAY #1231 LOCATED AT 1895 STRINGTOWN ROAD

WHEREAS, Speedway #1231, applicant, has submitted a request for a Special Use Permit for Outdoor Sales located at 1895 Stringtown Rd.; and

WHEREAS, on January 05, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulations:

1. The ice boxes and propane display shall be moved to the eastern and western sides of the building, respectively;
2. The project narrative shall be updated to accurately reflect the specific timeframe of "winter" (October 15 - March 1) and "summer" (March 1 - October 15) months.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1r is hereby issued to the Speedway #1231 located at 1895 Stringtown Road, contingent upon the stipulations set by Planning Commission.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 01/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: C-12-16
1st Reading: 01/19/16
Public Notice: 1/21/16
2nd Reading: 02/01/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-12-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR GROVE CITY BREWING COMPANY LOCATED AT 3946 BROADWAY

WHEREAS, Grove City Brewing Co., applicant, has submitted a request for a Special Use Permit for Outdoor Seating located at 3946 Broadway; and

WHEREAS, on January 05, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulations:

1. All fencing shall be decorative and constructed from metal, finished black, comparable with existing patio fencing located within the Central Business District. Details of the proposed fencing and gates (front and rear) shall be submitted for staff review and approval;
2. The applicant shall work with the Urban Forester to select appropriate plantings for the landscape planters;
3. The applicant shall obtain and record an easement to allow for the front patio and associated improvements to be located on the adjacent southern property;
4. The Safety Director shall review the patio seating area and right-of-way to determine property safety measures.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1s is hereby issued to the Grove City Brewing Company located at 3946 Broadway, contingent upon the stipulations set by Planning Commission.

SECTION 2. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schotke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Date: 10/15/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No. : CR-66-15
1st Reading: 10/19/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

Postpone
to 12/7
Amended &
Postponed
To 12/21; 01/04; 1/19

RESOLUTION NO. CR-66-15

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR HOLTON PARK LOCATED NORTH OF ORDERS AND WEST OF HAUGHN ROADS

WHEREAS, on October 06, 2015, the Planning Commission recommended approval of the Development Plan for Holton Park, with the following stipulations:

1. Williamsburg Court shall be renamed;
2. Additional traffic control measures shall be implemented along Hickory Creek Drive. The applicant shall work with Staff to ensure appropriate design.
3. The two (2) leisure paths around the stormwater retention ponds shall be connected
4. Collapsible bollard details shall be removed from Sheet C800; and
5. No Parking signs shall be added to one side of all 28' wide streets.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby approves the Development Plan for Holton Park, contingent upon the stipulations set by Planning Commission, and the following stipulation:

1. This Council does not require a path on the sides of the ponds that face a residential area.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.

Date: 12/29/15
Introduced By: _____
Committee: Lands
Originated By: Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-02-16
1st Reading: 01/04/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

*Postponed
10/11/19*

RESOLUTION NO. CR-02-16

A RESOLUTION APPEALING THE DECISION OF THE BOARD OF ZONING APPEALS GRANTING A VARIANCE FOR A FENCE FOR THE BUCKEYE RANCH LOCATED AT 5665 HOOVER ROAD

WHEREAS, on December 21, 2015 the Board of Zoning Appeals granted a variance for a 12' fence for The Buckeye Ranch located at 5665 Hoover Road; and

WHEREAS, in accordance with 1133.07 of the Codified Ordinances of the City of Grove City, Ohio, any aggrieved person or any elected official of the City may appeal a decision of the Board of Zoning Appeals to Council; and

WHEREAS, an appeal has been filed with the Clerk of Council against said variance.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby reverses the decision of the Board of Zoning Appeals and the variance granted for a 12' high fence for The Buckeye Ranch, located at 5665 Hoover Road is hereby repealed.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Ted. A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 01-14-16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-05-16
1st Reading: 01/19/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-05-16

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR THE EXTERIOR MODIFICATION AND SIGNAGE FOR GROVE CITY BREWING COMPANY LOCATED AT 3946 BROADWAY IN THE HISTORICAL PRESERVATION AREA

WHEREAS, Section 1138.05 (a) of the Codified Ordinances states that a Certificate of Appropriateness is required from the Planning Commission prior to any new construction, remodeling, reconstruction or demolition, unless otherwise provided in subsection (c) hereof; and

WHEREAS, on January 05, 2016 the Planning Commission recommended approval of the Certificate of Appropriateness request for the exterior modification and signage for Grove City Brewing Company located at 3946 Broadway, with the following stipulations:

1. Materials shall be updated to show the color of the framing on the glass garage door;
2. Details of the proposed color on the new signage shall be submitted;
3. Staff is supportive of variances to allow for an additional 8 sq. ft. of signage provided no one frontage has more than 20 sq. ft. of signage; allow for the nameplate sign to exceed the maximum 4 sq. ft. and extend up to 5 feet from the building façade along Broadway.
4. The "H" element located on the Broadway (front) façade, proposed to be reconstructed, shall be finished black.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby approves the Certificate of Appropriateness for the exterior modification and signage for Grove City Brewing Company located at 3946 Broadway, contingent upon the stipulations set by Planning Commission.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MWC, Clerk of Council

Date: 01/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-06-16
1st Reading: 01/19/16
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-06-16

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR PINNACLE PETS LOCATED ON FARBANK WAY

WHEREAS, on January 05, 2016, the Planning Commission recommended approval of the Development Plan for Pinnacle Pets, with the following deviations and stipulations:

1. The 25' ingress/egress access easement and drainage easement agreements shall be recorded prior to construction commencement;
2. A **deviation** to the access drive shall be permitted to encroach into the 10 foot pavement setback along the northern property line;
3. A fountain and aerator shall be installed in the existing stormwater basin, to be made compliant with the Grove City Stormwater Design Manual;
4. Details shall be provided by the Applicant for the increased height in curb along the driveway access and approved by the Public Service Director;
5. Stormwater shall be piped across the open space between storm structures 2 and 3 unless otherwise approved by the City Engineer during the site improvement plan review process;
6. The dumpster enclosure shall be finished in materials to match the primary structure with stained wood gates unless otherwise approved by the Development Department during the site improvement plan review process.
7. Supplemental landscaping shall be installed around the dumpster in accordance with Chapter 1136;
8. Curbed landscaped peninsulas shall be installed in the parking lot adjacent to the access drive. These peninsulas shall contain one 2" minimum caliper tree in the planting area as required by Code;
9. the proposed ground/monument sign shall be set within a permanent landscaped bed.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby approves the Development Plan for Pinnacle Pets, contingent upon the deviations and stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

SECTION 3. This resolution shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:

Date: 01/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Mr. Bennett
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : CR-07-16
1st Reading: 01/19/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-07-16

A RESOLUTION APPEALING THE DECISION OF THE BOARD OF ZONING APPEALS GRANTING VARIANCES FOR SIGNAGE FOR DRUG MART AND MASSEY'S PIZZA LOCATED AT 2290 STRINGTOWN ROAD

WHEREAS, on December 21, 2015 the Board of Zoning Appeals granted four (4) variances for signage for Drug Mart and Massey's Pizza located at 2290 Stringtown Road; and

WHEREAS, in accordance with 1133.07 of the Codified Ordinances of the City of Grove City, Ohio, any aggrieved person or any elected official of the City may appeal a decision of the Board of Zoning Appeals to Council; and

WHEREAS, an appeal has been filed with the Clerk of Council against said variance.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby reverses the decision of the Board of Zoning Appeals and the variances granted for:

1. exceeding the maximum height for a monument sign of 8 feet by 8' 9" for a total height of 16' 9";
2. exceeding the maximum area allowed of 50sf by 100 sf for a total sign area of 150sf;
3. to encroach the 10' minimum setback for a sign from adjoining lot line (city right-of-way) by 2.5 feet, and install the sign at 7.5 feet from right-of-way along Stringtown Rd.; and
4. add a changeable copy area to the sign for Drug Mart and Massey's Pizza, located at 2290 Stringtown Road

are hereby repealed.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 01/14/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : CR-08-16
1st Reading: 01/19/16
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-08-16

A RESOLUTION TO APPROVE AN AMENDMENT TO THE DEVELOPMENT PLAN FOR THE VILLAGE AT SCIOTO MEADOWS LOCATED NORTH OF SCIOTO MEADOWS BLVD. AS APPROVED BY RESOLUTION CR-22-99

WHEREAS, on March 15, 1999, Council approved a Development Plan for The Village at Scioto Meadows by Resolution No. CR-22-99; and

WHEREAS, on January 05, 2016 the Planning Commission recommended DENIAL of an amendment to the Development Plan, with the following stipulations:

1. The location of Buildings A-D shall be adjusted to allow the alley to be curved and extended south to connect to Lakeview Dr. This connection shall be made either between Buildings A and B or Buildings C and D. The revised site plan shall be submitted to staff for review and approval;
2. The roof pitch and maximum height on the eight-unit and three-unit buildings at the Lakeview Drive East entrance (Buildings E and F) and the eight-unit and four-unit buildings at the Lakeview Drive West entrance (Buildings A and J) of the development shall be raised to 25' 5";
3. Elevations shall be submitted for Buildings H and J or the annotation on Sheet A1.3 shall be updated to reflect all three 8-unit buildings;
4. An additional five (5) parking spaces shall be added to the site;
5. Additional trees shall be installed around the perimeter of the leasing office building;
6. Detailed planting plans shall be submitted for each unit type and supplemental landscaping shall be added around the proposed gazebo;
7. The applicant shall pay the required amount to compensate for the 1.44 acres of unaccounted open space, per Section 1101.09.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GROVE CITY, STATE OF OHIO, THAT:

SECTION 1. This Council hereby accepts the amendment to the Development Plan for The Village at Scioto Meadows, approved by Resolution CR-22-99, contingent upon the stipulations set by Planning Commission.

SECTION 2. This resolution shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Richard L Stage, Mayor