

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

February 4, 2013

6:30 - Caucus

7:00 - Regular Meeting

PRESENTATION: Blockwatch

FINANCE: Mr. Bennett

Resolution CR-06-13 Support the Preliminary Outline of the financial terms associated with the Relocation of the Library and Redevelopment of the current Library site in accordance with the Pizzuti Concept Plan.

Resolution CR-07-13 Approving a Classification Plan for the City.

SAFETY: Mr. Davis

Ordinance C-07-13 Authorize the City Administrator to enter into Countywide Mutual Aid Agreements for Law Enforcement. Second reading and public hearing.

Ordinance C-08-13 Repeal and Replace Chapter 155 titled Civil Service Commission. First reading.

Ordinance C-09-13 Amend Section 1301.02 of the Codified Ordinances titled Model Codes Adopted. First reading.

Resolution CR-08-13 Supporting the Implementation of a "Trace-Back" Program.

LANDS: Ms. Klemack-McGraw

Ordinance C-10-13 Adopt and Implement the procedures set forth in Chapter 5722 of the ORC to facilitate the effective Reutilization of Nonproductive Land situated in the City and Authorize the City Administrator to Execute the Master Memorandum of Understanding. First reading.

Resolution CR-09-13 Municipal Services that can be furnished to 0.5+ acres located at 3500 London-Groveport Road in Jackson Township upon its Annexation to the City.

Resolution CR-10-13 Municipal Services that can be furnished to 101.3+ acres located at 3650 London-Groveport Road in Jackson Township upon its Annexation to the City.

ON FILE: Minutes of Jan. 22 Council Meeting

Date: 01/28/13
Introduced By: Bennett
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-06-13
1st Reading: 02/04/13
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-06-13

A RESOLUTION SUPPORTING THE PRELIMINARY OUTLINE OF THE FINANCIAL TERMS ASSOCIATED WITH THE RELOCATION OF THE LIBRARY AND REDEVELOPMENT OF THE CURRENT LIBRARY SITE IN ACCORDANCE WITH THE PIZZUTI CONCEPT PLAN

WHEREAS, the Grove City Town Center is extremely important to the success of our community and the City of Grove City wants to maintain the Town Center as part of the quality of life for the residents of the City; and

WHEREAS, on November 19, 2012 Pizzuti presented a concept plan to City Council that included the relocation of the library, redevelopment of the current library site, relocation of City Hall, redevelopment of the current City Hall site, the addition of green space in and around the present City Hall site and a new residential development; and

WHEREAS, on December 17, 2012 Council passed Resolution CR-45-12 which endorsed the concept plan and encouraged Pizzuti to move forward with development in accordance with the plan; and

WHEREAS, the City is working with the Southwest Public Libraries to outline the financial terms associated with the relocation of the library and redevelopment of the current library site in accordance with the Pizzuti concept plan.

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

SECTION 1. This Council hereby supports the preliminary outline of the financial terms associated with the relocation of the library and redevelopment of the current library site in accordance with the Pizzuti concept plan attached hereto as Exhibit A.

SECTION 2. This resolution 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 resolution is correct as to form.

Stephen J. Smith, Director of Law

CR-06-13
Exhibit "A"

PRELIMINARY OUTLINE OF THE FINANCIAL TERMS BETWEEN THE CITY OF GROVE CITY AND THE SOUTHWEST PUBLIC LIBRARIES FOR THE RELOCATION OF THE LIBRARY AND REDEVELOPMENT OF THE CURRENT LIBRARY SITE IN ACCORDANCE WITH THE PIZZUTI CONCEPT PLAN

The purpose of this "Preliminary Outline" is to establish a mutual understanding between the City of Grove City ("City") and Southwest Public Libraries ("Library") of a general distribution of the costs regarding the relocation of the library and redevelopment of the current library site in accordance with the Pizzuti ("Developer") concept plan ("Project"). This "Preliminary Outline" is only an expression of interest and pledge by both parties to negotiate in good faith regarding the financial terms of the Project and is not legally binding on either party.

OUTLINE OF TERMS

New Library:

The City and/or Developer will cause to be constructed a new library consisting of approximately 48,000 square feet and associated parking area in accordance with the 2012 Braun & Steidl Study. The City and/or Developer will be responsible for acquiring the land for the new library at a mutually agreeable location ("Site") within the Grove City Town Center. The City and/or Developer will hold title to the Site in accordance with the terms and conditions herein. Notwithstanding any provisions herein, the Library, at their discretion, may choose to acquire the land and/or construct the new library. In the event that Library chooses to acquire the land and construct the new library, they will hold title to the Site.

Lease/Financing:

Unless the Library elects to pay for the acquisition of the land and construction costs, the City and/or Developer will provide funding for the construction of the new library based on a mutually agreeable construction cost and amortization schedule.

In the event that the City and/or Developer provide the funding, the Library agrees to the following:

- To make a one-time payment to the City and/or Developer in an amount agreed to by the Parties as an up-front capital investment for the construction of the new library. This payment shall be due on or before December 31, 2014; and
- The City and/or Developer will enter into a Thirty (30) year Lease/Purchase Agreement ("Agreement"), upon mutually agreeable terms and conditions, with the Library for the Site. As part of the Agreement, the Library shall be required to make an annual payment, in an amount agreed to by the Parties, to cover a portion of the annual debt service for the new library. At the end of the Agreement, the City and/or Developer shall deed the Site to the Library.
- The Library, at their discretion, may, at any time, contribute funds to reduce their obligations hereunder.

Existing Library Site:

Upon the execution of the Agreement, the Library shall transfer, at no cost to the City, the existing library site and associated parcels. The City agrees that until the Library is relocated and operating at the new Site, the Library, at its own expense, can continue to use and operate at the existing site. The City shall not be entitled to possession of the existing site until the Library is relocated and operating at the new Site.

IN WITNESS WHEREOF, the Parties have executed this Preliminary Outline as of the _____ day of _____, 2013.

City of Grove City ("City")

Southwest Public Libraries ("Library")

Charles W. Boso, Jr.
City Administrator

By:

Date: 01/28/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: CR-07-13
1st Reading: 02/04/13
Public Notice: 02/07/13
2nd Reading: 02/19/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-07-13

A RESOLUTION APPROVING AN UPDATED CLASSIFICATION PLAN FOR THE CITY

WHEREAS, the City of Grove City has recently reviewed all of the class specifications and job descriptions in the City; and

WHEREAS, based upon this review, the City Administrator has prepared a Classification Plan whereby all of the positions were grouped into classes and/or grades based upon the duties and qualifications for each position; and

WHEREAS, on January 4, 2013, the Commission unanimously approved the updated Classification Plan as required under Section 159.07(f) of the Grove City Codified Ordinances.

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

SECTION 1. Council hereby approves the updated Classification Plan attached hereto as Exhibit "A."

SECTION 2. The resolution shall take effect at the earliest opportunity afforded 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 resolution is correct as to form.

Stephen J. Smith, Director of Law

CR-07-13
Exhibit "A"

Class Number	Class Titles/Position	Classification
100	GENERAL	
200	COUNCIL	
211	Clerk of Council	U
212	Deputy Clerk of Council	U
221	Part-Time Council	C
300	COMMUNITY RELATIONS	
311	Business and Community Relations Officer	U
312	Business and Community Relations Specialist	C
321	Part-Time Community Relations	C
400	INFORMATION SYSTEMS	
411	Director of Information Systems	U
412	Information Systems Network Administrator	U
413	Information Systems Coordinator	C
421	Part-Time Information Systems	C
500	FINANCE	
511	Director of Finance	U
512	Assistant Finance Director	U
513	Finance Account Specialist	C
514	Payroll Specialist	C

515	Accounting Assistant/Tax Administrator	C
521	Part-Time Finance	C
600	HUMAN RESOURCES	
612	Human Resources Coordinator	C
621	Part-Time Human Resources	C
700	LEGAL	
711	Director of Law	U
800	ADMINISTRATION	Classification
811	City Administrator	U
812	Deputy City Administrator	U
813	Executive Assistant	U
814	Court Account Specialist	C
815	Court Account Clerk	C
821	Part-Time Administration	C
900	PARKS AND RECREATION	
911	Director of Parks and Recreation	U
912	Recreation Superintendent	U
913	Recreation Supervisor	C
914	Recreation Coordinator	C
916	Parks Administrative Secretary I	C
921	Part-Time Parks and Recreation	C
922	Seasonal Parks and Recreation	U

1000	SERVICE/MAINTENANCE	
1011	Director of Public Service	U
1012	Service Superintendent	U
1013	Service Manager	C
1014	Urban Forestry Supervisor	C
1015	Urban Forestry Specialist	C
1016	Park Maintenance Supervisor	C
1017	Maintenance Worker I	C
1018	Service Administrative Secretary II	C
1019	Service Technician	C
1020	Fleet Maintenance Supervisor	C
1021	Part-Time Maintenance	C
1022	Seasonal Maintenance	U
1100	DEVELOPMENT	
1111	Director of Development	U
1112	Community Development Officer	C
1113	Planning/GIS Specialist	C
1121	Part-Time Development	C
1200-1279	PUBLIC SAFETY	
1211	Director of Public Safety	U
1220-1239	DIVISION OF POLICE	
1221	Chief of Police	C
1222	Police Captain	C
1223	Executive Assistant	U

1224	Police Lieutenant	C
1225	Police Sergeant	C
1226	Police Officer	C
1227	Police Account Clerk	C
1228	Communications Manager	C
1229	Communications Supervisor	C
1230	Communications Technician	C
1231	Part-Time Police	C
1240-1259	BUILDING DIVISION	
1241	Chief Building and Zoning Official	C
1242	Planning and Zoning Coordinator	C
1243	Building Inspector	C
1244	Building Account Clerk	C
1245	Building Administrative Secretary I	C
1251	Part-Time Building	C

EEO Status	TITLE	Description
01	Official/Administrator	Sets policies and responsible for policies
02	Professional	College Degree; accountants, editors, designers
03	Technician	Post secondary education required; operators, engineering aides
04	Sales and Cashiers	Direct sales; stock, bonds, sales clerks
05	Office and Clerical	Non-manual; clerks, assistants, secretaries
06	Craft Workers	Skilled; through knowledge, mechanics-electricians
07	Operative / Workers	Semi-skilled; truck drivers
08	Laborers / Workers	Unskilled; little or no previous training required
09	Service Workers	Protective and non-protective,

Date: 01/15/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Chief R.
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No.: C-07-13
1st Reading: 01/22/13
Public Notice: 01/24/13
2nd Reading: 02/04/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-07-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO COUNTYWIDE MUTUAL AID AGREEMENTS FOR LAW ENFORCEMENT

WHEREAS, under Ohio law, municipalities are permitted to enter into mutual aid agreements with other public entities for law enforcement services; and

WHEREAS, the last time this was done on a countywide basis in Franklin County was 1973; and

WHEREAS, a sub-committee from the Franklin County Chief's Association and Franklin County Prosecutors Office have updated the agreements; and

WHEREAS, one of the proposed agreements allows for mutual aid in emergency situations, while the other proposed agreement allows for the sharing of resources and personnel in non-emergency situations.

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 Mutual Aid Agreement for Law Enforcement attached hereto as Exhibit A and the Emergency Mutual Aid Agreement attached hereto as Exhibit B.

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

Ted A. Berry, 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

**FRANKLIN COUNTY, OHIO
MUTUAL AID AGREEMENT FOR LAW ENFORCEMENT**

WHEREAS, Revised Code Sections 311.29, 505.43, 505.431, 737.04, 1545.131, 3345.041, and 4582.31 allow municipal corporations, townships, township police districts, county sheriffs, park districts, port authorities, colleges and universities to enter into contracts for the purpose of obtaining police protection or additional police protection, or to allow its police officers to work in multi-jurisdictional drug, gang, or career criminal task forces, upon any terms that are agreed for services of police departments, the use of police equipment, or the interchange of services of police departments or police equipment within the territories of the various entities; and

WHEREAS, the undersigned parties intend to provide reciprocal police services across jurisdictional lines, consistent with the foregoing statutes, to enhance the capabilities of law enforcement for the protection of citizens and property throughout Franklin County; and

WHEREAS, the undersigned parties (referred to herein, individually “Agency”, collectively “Agencies”) intend to provide and exchange the full array of police services with any or all other parties without limitation, but generally in accord with the following guidelines; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. COOPERATIVE ENFORCEMENT WITHOUT REQUEST

The Agencies recognize that criminal activities routinely occur across jurisdictional lines, and that cooperation between Agencies can increase the effectiveness of law enforcement throughout Franklin County. Any Agency or Agencies may proceed without request from a cooperating Agency generally according to the following guidelines:

A. In-Progress Crime Assistance Without Request

1. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe a criminal offense has occurred outside the officer's home jurisdiction but within the jurisdiction of a cooperating Agency, the officer may make arrests according to law and take any measures necessary to preserve the crime scene. Control of any arrested persons, evidence and the crime scene shall be relinquished to the first available officer from the jurisdiction within which the crime took place. The arresting officer may immediately transport or relocate any arrested persons or evidence if the officer determines that remaining at the crime scene could endanger the officer or others, or threaten the preservation of evidence.

2. Whenever an on-duty law enforcement officer from one jurisdiction views or otherwise has probable cause to believe that a serious traffic offense has occurred within the jurisdiction of another cooperating Agency, the law enforcement officer may stop, arrest or cite the suspected violator according to law. Under this Agreement, a serious traffic offense is one which jeopardizes public safety and/or constitutes a misdemeanor of the fourth degree or a higher offense. The traffic violator shall be turned over to the first available officer from the cooperating Agency for completion of all necessary processing. The initiating officer shall provide any further assistance to the extent necessary for subsequent court proceedings.

B. Investigations Outside Original Jurisdiction

On-duty officers from one Agency may, without request or prior notice, continue to conduct investigations that originate within their home jurisdiction into the jurisdiction of any cooperating Agency. If enforcement action is anticipated, the location and nature of the investigation shall be reported to the appropriate cooperating Agency as soon as practicable. Subsequent arrests, search warrant service or similar police actions shall be coordinated between affected Agencies.

C. Independent Police Action

The police department of any cooperating Agency may provide temporary police protection service to any cooperating Agency without request.

II. COOPERATIVE ENFORCEMENT UPON REQUEST

The Agencies recognize that special public safety incidents occasionally occur that require the services of additional law enforcement personnel. Such additional services may be provided by or to any cooperating Agency generally according to the following guidelines:

A. Dangerous Criminal Activity

Whenever one Agency reports criminal activity, and that Agency is unable to provide the immediate response necessary to prevent death, serious physical harm or substantial property loss as a result of a said criminal activity, the Agency may request police services of any nature from any other Agency.

B. Searches for Fugitive or Wanted Person

When one Agency is conducting a search for a fugitive person whose presence is reasonably believed to be within the Agency jurisdiction, and immediate police assistance is reasonably necessary to apprehend or prevent the escape of the fugitive or to protect the safety of persons and property from imminent danger related to said fugitive, the Agency may request police services from any other Agency.

C. Traffic Control Assistance

1. Whenever a traffic accident involving suspected injuries, a driver under the influence (OVI) or other serious traffic violation is reported to the jurisdiction in which the accident occurred, and the Agency is unable to provide the immediate response necessary to render aid to the injured, prevent further injury, prevent serious property loss, or arrest a suspected OVI violation, the Agency may request assistance from any other Agency. The cooperative effort may include necessary first

aid, traffic control, accident scene protection, property protection, and detention of any suspected OVI or serious traffic violators as soon as possible.

2. Hazardous Traffic Conditions Assistance

a. In a situation where automated traffic control devices located within the jurisdictional boundaries of one Agency have malfunctioned and a traffic accident is imminent unless control is established immediately, assistance from another cooperating Agency may be provided upon request of the affected jurisdiction.

b. Where an incident occurs on or near a roadway creating the imminent danger of a traffic accident, assistance from a cooperating Agency may be provided upon request of the affected jurisdiction.

D. General Police Service

1. Any incident may form the basis for the request of police services from one or more cooperating Agencies when police assistance is reasonably necessary to protect the safety of persons and property.

2. Police services, including but not limited to routine patrol services, may be requested and supplied by cooperating Agencies for limited-time special events or for extended time periods based on need. Such services may include the facilitation of personnel by their employing Agency for the provision of police protection to a requesting Agency for voluntary, special event details performed while such personnel are not on duty for the employing Agency ("Off-Duty Details"). No Agency is required to facilitate or otherwise provide volunteer personnel for Off-Duty Details. Moreover, any Agency may prohibit its personnel from engaging in such Off-Duty Details to the extent allowed by law.

E. Specialized Law Enforcement Operations

In addition to the law enforcement services described above, parties to this Agreement may request Specialized Law Enforcement Operations, defined as a Special Weapons and Tactics Team ("SWAT"), underwater search and recovery operations, or any other operation involving a task force, multi-jurisdictional team, or substantially similar operation of a specialized or unique nature.

III. GENERAL TERMS AND PROCEDURES

A. A request for police services may be made by the commander of the law enforcement Agency, or his designee. The designee must be of supervisory rank or the senior shift officer when no supervisor is present.

B. A cooperating Agency may provide police services only to the extent that the personnel and equipment are not required for the adequate protection of that Agency's jurisdiction. The commander of the law enforcement Agency, or his designee, shall have the sole authority to determine the amount of personnel and equipment, if any, available for assistance.

C. Whenever employees of one cooperating Agency provide police services in or to another cooperating Agency pursuant to the authority set forth in this Agreement, other legislative authority or state law, such employees shall have the same powers, duties, rights and immunities as if taking action within the territory of their employing Agency. Revised Code Chapter 2744 shall apply to the extent specified in Revised Code Sections 505.43, 505.431, 737.04, 1545.131, 3345.041, and 4582.31 or as otherwise provided by law. Moreover, participation in any indemnity fund established by the employer, and all rights under Revised Code Chapter 4123, shall apply to the extent set forth in Revised Code Sections 311.29, 505.43, 505.431, 737.04, 1545.131, 3345.041, and 4582.31 or as otherwise provided by law.

D. Whenever employees of one cooperating Agency provide police services to another cooperating Agency, they shall be under the lawful direction and authority of the commanding law

enforcement officer of the Agency to which they are rendering assistance. Officers shall be subject to the code of ethics, policies, and rules and regulations of their employing Agency at all times.

E. Police services may be initiated by any on-duty officer who has probable cause to believe a crime is in progress. Such police services may also be initiated by on-duty officer who becomes aware of a traffic accident, the need for traffic control, a suspected OVI, a serious traffic violator or other circumstance requiring law enforcement intervention in another cooperating Agency jurisdiction. The officer must contact his immediate supervisor to enable that supervisor to authorize and direct actions taken by the employee.

F. An on-duty officer initiating police services shall notify a law enforcement officer from the affected cooperating Agency as soon as possible. As appropriate, the assisted cooperating Agency shall relieve the officer as soon as possible.

G. All wage and disability payments, pension, worker's compensation claims, medical expenses or other employment benefits for employees performing pursuant to this Agreement shall be the responsibility of the employing Agency to the same extent as if the employee were providing service for the employing agency, unless the requesting Agency is reimbursed for such costs from another source. Additionally, except as specifically provided in this Agreement, each Agency shall be responsible for the negligence or wrongdoing of its employees to the extent provided by law. Except as specifically provided herein, nothing in this Agreement shall impose any greater duty or obligation on an employing agency than provided by law, including as to Off-Duty Details.

H. Each cooperating Agency shall be responsible for any costs arising from the loss of or damage to the Agency's equipment or property while providing police assistance services within any other cooperating Agency.

IV. ADDITIONAL PROVISIONS

A. The terms of this Agreement shall be in continuous effect for each participating Agency from the date the authorized signature for such Agency is affixed hereto. Any Agency may revoke its future contractual obligations hereunder only upon sixty (60) days written notice to each of the other participating Agencies by certified mail or other means of delivery for which a receipt is available.

B. This Agreement is intended solely to set forth certain arrangements for the provision of mutual aid where practicable. Therefore, the parties do not intend for any third party to rely on the provisions of this Agreement, and specifically disclaim intent to create any third party beneficiary with rights under the Agreement. Moreover, there shall be no liability whatsoever upon any Agency arising out of this Agreement, whether to other Agencies, third parties, or otherwise, for the Agency's failure to fully or partially respond to a call for assistance, whether due to the Agency's equipment and/or employees being otherwise engaged, exigent circumstances, or for any other reason.

C. The Franklin County Prosecuting Attorney shall serve as the depository for this Agreement unless otherwise agreed by the parties in writing or by custom and practice.

D. Parties may be added or deleted from this Agreement, and other terms may be modified, by written addendum without restating the entire Agreement.

E. This Agreement may be executed in counterparts.

To evidence [county, city, village, township, park district, port authority, college or university]'s agreement to this Agreement, its representatives have signed it and delivered a copy of the Agreement to the Franklin County Prosecuting Attorney.

[county, city, village, township, park district, port authority, college or university]

(Mayor, Trustee, Safety Director, Executive)

(Clerk or Attested)

Filed with the Franklin County Prosecuting Attorney on [date].

**FRANKLIN COUNTY , OHIO
EMERGENCY MUTUAL AID AGREEMENT**

WHEREAS, it is the desire of certain political subdivisions, colleges and universities in and around Franklin County, Ohio to provide for their citizens more efficient police protection in emergency situations and during those actual or potential conditions that pose an immediate threat to life or property and exceed the capability of a local agency to counteract successfully; and

WHEREAS, it is the desire of these certain political subdivisions, colleges and universities in and around Franklin County, Ohio to provide for mutual assistance by the interchange and use of their police department personnel and equipment within the various political subdivisions, colleges and universities; and

WHEREAS, political subdivisions, colleges and universities in and around Franklin County have the power to enter into contracts for the purpose of providing emergency police protection in other political subdivisions, under Ohio Revised Code Sections 311.29, 505.43, 505.431, 737.04, 1545.131, 3345.041, and 4582.31; and

NOW, THEREFORE, in consideration of the premises, and the mutual promises, covenants, and conditions contained herein, the parties hereto agree as follows:

1. Each political subdivision, college and/or university which is a party to this Agreement agrees to furnish upon request of another police department by the highest ranking officer of the requesting agency on duty at the time of the emergency, such police manpower and equipment as is requested by the requesting agency that is a party to this Agreement in so far as such manpower and equipment is available in the opinion of the highest ranking officer on duty of the police department receiving the request for aid.

2. Any police manpower or equipment furnished upon request may be recalled at the sole discretion of the highest ranking office on duty of the police department furnishing such manpower and equipment.
3. There shall be no reimbursement between the Parties for loss or damage to equipment while engaged in activity in accordance with this Agreement, nor shall there be any reimbursement for any indemnity award or premium contribution assessed against the employing political subdivision for workers compensation benefits arising by reason of injury or death to a member of the agency while engaged in rendering services under this Agreement.
4. Police personnel acting outside the subdivision in which they are employed may participate in any pension or indemnity fund established by their employer to the same extent as while acting within the employing subdivision. Police personnel shall also be entitled to all rights and benefits of sections 4123.01 to 4123.94, inclusive, of the Ohio Revised Code, to the same extent as when working in the subdivision in which they are employed.
5. No party to this Agreement shall charge another party for services under this Agreement. The consideration for this Agreement is the mutual increase in police protection.
6. Each party shall assume the risk of liability from its own actions or omissions or the actions or omissions of its employees and agents. No party agrees to insure, defend, or indemnify any other party.
7. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed to create such status.

8. The officer in charge of the police force requesting assistance shall have full charge and authority over any assisting equipment and personnel.
9. This Agreement shall be effective between each party who has signed this Agreement from the date such party has signed the Agreement for a period of three (3) years and shall automatically renew for successive periods of three (3) years.
10. Any party may withdraw from this Agreement by providing sixty (60) days notice by certified mail to all other parties to this Agreement and to the Franklin County Prosecuting Attorney.
11. Police personnel shall be deemed to be acting within the scope of their employment when en route to, en route from, and assisting a party under this Agreement. The assisting personnel shall have the same power, duties, rights, and immunities as if they were taking action within the territory in which they are employed.
12. By entering this Agreement, the Parties do not waive any governmental immunity. Each party specifically retains all immunities and defenses available to it by law.
13. This Agreement shall be open to all political subdivisions, colleges and universities within Franklin County, including the County itself, and may be executed by any number of political subdivisions, colleges and universities within Franklin County, all of which shall be considered a single counterpart.
14. Each party shall file a copy of this Agreement with the Franklin County Prosecuting Attorney who will retain a copy of each party's agreement and provide notice of the party's acceptance of this Agreement to the other parties to the Agreement.

15. There shall be no liability, responsibility, or cause of action for breach of contract between any parties to this Agreement if a request for assistance is denied, delayed, or inadequate, or, if furnished assistance is not needed upon arrival.

16. This Agreement is the final, complete, and exclusive statement of the parties' agreement on the matters contained in this Agreement. It supersedes all previous negotiations and agreements.

17. Any modifications to this Agreement must be in writing and approved by the Parties.

To evidence [county, city, village, township, park district, port authority, college or university]'s agreement to this Agreement, its representatives have signed it and delivered a copy of the Agreement to the Franklin County Prosecuting Attorney.

[county, city, village, township, park district, port authority, college or university]

(Mayor, Trustee, Safety Director, Executive)

(Clerk or Attested)

Filed with the Franklin County Prosecuting Attorney on [date].

Date: 01/29/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No.: C-08-13
1st Reading: 02/04/13
Public Notice: 02/07/13
2nd Reading: 02/19/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-08-13

AN ORDINANCE TO REPEAL AND REPLACE CHAPTER 155 TITLED CIVIL SERVICE COMMISSION

WHEREAS, over the past year, the City of Grove City has been working to update its Civil Service practices and procedures; and

WHEREAS, this Chapter has not been updated in over ten years and significant changes have occurred with regard to Civil Service and at the state and local level during that time; and

WHEREAS, Section 4.04 of the City Charter allows Council to enact practices and procedure that vary from State law; and

WHEREAS, working with the Civil Service Commission, the City Administration has reviewed and updated Chapter 155 to reflect the new operating practices and procedures; and

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

SECTION 1. Chapter 155 titled Civil Service Commission is hereby repealed and replaced as attached hereto in Exhibit "A".

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

Ted A. Berry, 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

CHAPTER 155
Civil Service Commission

[155.01](#) Deviation from State law.

[155.02](#) Examinations; preferences.

[155.03](#) Eligibility List.

[155.04](#) Appointments; certified and provisional; probationary period.

[155.05](#) Filling vacancies above rank of Police Officer

[155.06](#) Promotions.

CROSS REFERENCES

Civil service - see Ohio Const., Art. XV, Sec. 10

Composition and powers - see CHTR. [4.04](#)

Qualifications of members - see CHTR. Sec. [4.05](#)

Civil Service Law - see Ohio R.C. Ch. 124

Provisions - see Ohio R.C. 124.40

Classification Plan authority and duties - see ADM. [159.07](#)

155.01 DEVIATION FROM STATE LAW.

(a) The following set of Civil Service Regulations are hereby adopted in accordance with the authority conferred upon the Civil Service Commission of the City of Grove City by Section 10 of Article XV of the Constitution of the State of Ohio, Ohio R.C. 124.40, and by the City Charter, Sections [4.04](#) and [4.05](#), with the following changes to:

- (1) Ohio R.C. 124.23 Examinations-
- (2) Ohio R.C. 124.26 Eligibility lists - veteran's preference - provisional employees.
- (3) Ohio R.C. 124.27 Appointments-from eligible lists - probation.
- (4) Ohio R.C. 124.31 Promotions;
- (5) Ohio R.C. 124.44 Police department promotions.
- (6) and as otherwise provided, if applicable, in Chapter [161](#).

(b) In the event of a conflict, the terms of any collective bargaining agreement shall control over any provision in this Chapter or under Chapter 124 of the Ohio Revised Code.

155.02 EXAMINATIONS; PREFERENCES.

(a) All applicants for positions and places in the classified service shall be subject to examination, which shall be public and open to all citizens of the United States and those persons who have legally declared their intentions of becoming United States citizens, within certain limitations to be determined by the Civil Service Commission, as to citizenship, residence, age, experience, education, health, habit and moral character.

(b) Such examination may include an evaluation of such factors as experience, education, training, capacity, knowledge, habit and moral character, manual dexterity and physical or psychological fitness. Examinations shall consist of one or more tests in any combination. Tests may be written, oral, physical, demonstration of skill, or an evaluation of training and experiences and shall be designed to fairly test the relative capacity of the persons examined to discharge the particular duties of the position for which appointment is sought. Examinations may include structured interviews, assessment centers, work simulations, examinations of knowledge, skills, and abilities, and any other acceptable testing methods. Where minimum or maximum requirements are established for any examination, they shall be specified in the examination announcement.

(c) Except as otherwise provided in this Chapter, when a position in the classified service is to be filled, an examination shall be administered. The Commission shall have control of all examinations. The Commission shall prescribe the notification method that is to be used by the appointing authority to notify the Commission that a position in the classified service of the City is to be filled. The Commission may, with sufficient justification from the appointing authority, allow the appointing authority to fill the position without an examination. Notwithstanding any provision hereunder, and except as provided in any collective bargaining agreement, the City Administrator may advertise an opening internally and fill the vacancy without exam provided that person appointed is able to fulfill all of the job requirements, is otherwise qualified to hold the position and is already an employee of the City.

No questions in any examination shall relate to political or religious opinions or affiliations. No extra credit for seniority, efficiency, or any other reason shall be added to an applicant's examination grade unless the applicant achieves at least the minimum passing grade on the examination without counting such credit. Seniority shall be applied as set forth in this Chapter. Reasonable notice of the time, place and general scope of every examination for appointment to a position in the civil service shall be given by the Commission. Notices of every examination shall be posted in conspicuous appropriate public places such as City Hall and Southwestern City School District Administrative office and posted electronically on the City's and District's internet sites on the World Wide Web for at least one week before any examination.

(d) Any person who has completed service in any branch of the United States armed forces, who has been honorably discharged from the uniformed services or transferred to the reserve with evidence of satisfactory service, and who is a resident of this state and any member of the national guard or a reserve component of the armed forces of the United States who has completed more than one hundred eighty days of active duty service pursuant to an executive order of the President of the United States or an act of the Congress of the United States may file with the Commission, or designee, a certificate of service or honorable discharge, and, upon this filing, the person shall receive additional credit of ten per cent of the person's total grade given in the examination in which the person receives a passing grade.

155.03 ELIGIBILITY LISTS

From the returns of the examinations, the Commission, or designee, shall prepare an eligible list of the persons who scored not less than the minimum fixed by the Commission and who are otherwise eligible. The names shall be listed in accordance with their grades on the examination including military credit, without reference to priority of the time of examination, with the examinee receiving the highest grade being placed first on the list. If two or more applicants receive the same score on an examination, priority in the time of filing the application with the Commission, or designee, shall determine the order in which their names shall be placed on the eligible list, except that applicants eligible for veteran's preference under this Chapter shall receive priority in rank on the eligible list over nonveterans on the list with a rating equal to that of the veteran. Ties among veterans shall be decided by priority of filing the application.

An eligible list expires after one year or the administration of a new examination. The Commission may approve an additional one year extension.

155.04 APPOINTMENTS; CERTIFIED AND PROVISIONAL; PROBATIONARY PERIOD.

(a) Upon written request of the appointing authority in which a position in the classified service is to be filled, the Commission or designee shall certify to the appointing authority the names and addresses of the twelve candidates standing highest on the eligible list for the class or grade to which the position belongs; provided that the Commission may certify less than twelve names if twelve names are not available. If more than one position is to be filled, the Commission shall certify a list of names consisting of the original twelve plus one name for each additional position to the appointing authority.

(b) The appointing authority shall appoint from the candidates on the certified list. The certified list expires upon the filling of the position(s) for which the list was requested. Each time a candidate removes himself/herself from the certified list, the appointing authority may request a new certified list.

(c) A person certified from an eligible list more than three times to the same appointing authority for the same or similar positions, may be omitted from future certification to such appointing authority, provided that certification for a temporary appointment shall not be counted as one of such certifications.

(d) If an eligible list becomes exhausted, and until a new list can be created, or when no eligible list for such position exists, names may be certified by the Commission from eligible lists most appropriate for the group or class in which the classified position to be filled.

(e) Appointments to all positions in the classified service that are not filled by promotion, transfer or reduction, shall be made only from those persons whose names are certified to the appointing authority, and no employment, except as provided in such sections shall be otherwise given in the classified service of the City, unless otherwise provided in this Chapter.

(f) All original and promotional appointments, including provisional appointments made pursuant to this Chapter, shall be for a probationary period of one year. No appointment or promotion is final until the appointee has satisfactorily served the required probationary period. Service as a provisional employee in the same or similar class shall be included in the probationary period. If the service of the probationary employee is unsatisfactory, the probationary employee may be removed or reduced at any time during the probationary period. A probationary employee removed or reduced in position for unsatisfactory service does not have the right to appeal the removal or reduction.

155.05 FILLING VACANCIES ABOVE RANK OF POLICE OFFICER.

(a) No positions above the rank of police officer in the Division of Police shall be filled by original appointment except for the position of Chief of Police which may be filled by either promotion or original appointment following an examination as defined in this Chapter.

(b) No position above the rank of police officer in the Division of Police shall be filled by any person unless that person has first passed a promotional examination. Promotion shall be by successive ranks so far as practicable, and no police officer in the Division of Police shall be promoted to the rank of Sergeant unless that person has first passed a promotional examination and has served at least sixty months as a police officer. No person with the rank of Sergeant or above shall be promoted to the next higher rank unless that person has first passed a promotional examination and has served at least twelve months in the then next lower rank. No person who takes an examination shall be appointed to the position of Chief of Police unless that person has at least twelve months experience in an equivalent rank or next lower rank in another police department or law enforcement agency.

(c) No examination or promotional examination shall be held unless there are at least two persons eligible and willing to compete. Whenever the Commission determines that there are fewer than two persons eligible and willing to compete, such Commission shall allow persons in the Division of Police holding positions in the second lower rank than the position to be filled who are eligible and willing, to compete for the

position to be filled. Whenever a vacancy occurs in the position above the rank of police officer in the Division of Police and there is no eligible list for such rank, the Commission shall, within one hundred and eighty days of such vacancy, hold a promotional examination. After such examination(s) has been held and an eligible list established, the Commission, or Designee, shall forthwith certify to the appointing authority the names of the three (five for position of Chief of Police) persons receiving the highest rating, with any applicable seniority or other preference points. When less than three (five for position of Chief of Police) names are certified to an appointing authority, appointment from that list shall not be mandatory. Upon such certification, the appointing authority shall appoint one of the three (five for position of Chief of Police) persons so certified within thirty days from the date of such certification. The certified list expires upon the filling of the position(s) for which the list was requested.

(d) No credit for seniority or any other reasons shall be added to an applicant's examination grade unless the applicant achieves at least the minimum passing grade on the examination without counting such extra credit. Seniority of service for a promotion in the Division of Police, beginning with the date of employment as a full-time police officer with the City of Grove City, shall equal for each of the first four years of service, one percent of the total grade attainable in the promotion examination, and, for each of the fifth through fourteenth years of service, six-tenths percent of the total grade attainable. Notwithstanding any provision herein, a candidate for promotion in the Division of Police may petition the Commission for additional seniority credit, up to the maximum set forth herein, for other full-time positions the candidate held if such positions provided training or other skills that were related to and/or beneficial to the candidate's current or prospective position within the Division of Police. When ruling on such a determination, the Commission shall have the ability to award full or partial credit up to the maximum set forth herein. The decision of the Commission shall be final and not subject to appeal.

155.06 PROMOTIONS.

(a) This Section shall apply to promotions outside of the Division of Police.

(b) Vacancies in positions in the classified service shall be filled insofar as practicable by promotions, except as otherwise provided in this Chapter. The Commission shall provide for making promotions in the classified service on the basis of merit, to be ascertained as far as practicable by promotional examinations and by seniority in service. In all cases where vacancies are to be filled by promotional examination, the Commission shall certify to the appointing authority only the names of the three persons having the highest score.

(c) In promotional examinations, seniority in service shall be added to the examination grade, but no credit for seniority or any other reason shall be added to an examination grade unless the applicant achieves at least the minimum passing score on the examination without counting such extra credit. For all promotions, seniority of service beginning with the date of full-time employment with the City of Grove City shall equal for each of the first four years of service, one percent of the total grade attainable in the promotion examination, and, for each of the fifth through fourteenth years of service, six-tenths percent of the total grade attainable.

Date: 1/29/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. M. Boso
Approved: Mr. C. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-09-13
1st Reading: 2/04/13
Public Notice: 2/06/13
2nd Reading: 2/19/13
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-09-13

AN ORDINANCE TO AMEND SECTION 1301.02 OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED MODEL CODES ADOPTED

WHEREAS, from time to time changes in Building Codes require changes to City ordinances; and

WHEREAS, it is necessary to establish the correct edition of Building & Mechanical Codes to be used.

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

SECTION 1. Section 1301.02 is hereby amended as follows:

1301.02 MODEL CODES ADOPTED.

Pursuant to Charter Section 2.13, the following Building Codes are hereby adopted by reference and made a part of the Grove City Building Code as if they are herein set out in full.

- (a) For one, two and three-family non-industrialized units, the *Residential Code of Ohio, 2004 2013 edition*, One and Two Family Dwelling Code, most current Edition and all amendments and supplements thereto, with the exception of Section R105.2 (1), (2), (5) and (7).
- (b) For all other construction, the Ohio Building Code and Ohio Mechanical Code of the Ohio Administrative Code, and Ohio Plumbing Code, ~~most current~~ **2011** editions, as issued by the Department of Commerce of the State of Ohio, shall represent minimum standards for all buildings and structures other than one, two and three-family units constructed and erected in the City.

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

Ted A. Berry, 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

Date: 01/29/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-08-13
1st Reading: 02/04/13
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-08-13

A RESOLUTION SUPPORTING THE IMPLEMENTATION OF A "TRACE-BACK" PROGRAM

WHEREAS, the Ohio Department of Public Safety's Ohio State Highway Patrol has implemented a program to conduct "trace-back" investigations on all crashes and other occurrences in which alcohol and drugs are suspected; and

WHEREAS, this program will hold those responsible for a tragedy accountable and deter future violations by also focusing on those individuals and/or establishments who continue to serve an obviously impaired patron, provide alcohol to minors, and/or host underage alcohol parties that may lead crashes and other occurrences; and

WHEREAS, the City of Grove City would like to implement a similar program.

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

SECTION 1. Council hereby supports the implementation of a "Trace-Back" program on all crashes and other occurrences in which alcohol and drugs are suspected.

SECTION 2. The resolution shall take effect at the earliest opportunity afforded 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
resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 01/29/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No. : C-10-13
1st Reading: 02/04/13
Public Notice: 02/07/13
2nd Reading: 02/19/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-10-13

AN ORDINANCE TO ADOPT AND IMPLEMENT THE PROCEDURES
SET FORTH IN CHAPTER 5722 OF THE OHIO REVISED CODE TO
FACILITATE THE EFFECTIVE REUTILIZATION OF NONPRODUCTIVE LAND SITUATED IN THE
CITY AND AUTHORIZE THE CITY ADMINISTRATOR TO
EXECUTE THE MASTER MEMORANDUM OF UNDERSTANDING

WHEREAS, Chapter 5722 of the Ohio Revised Code establishes the process and procedures for setting up a land reutilization program; and

WHEREAS, this Program takes “nonproductive land” that is unoccupied and subject to foreclosure and helps convert this land into either tax generating properties or properties that may be used for other public uses; and

WHEREAS, under this Program the City partners with the Central Ohio Community Improvement Corporation which is the Franklin County land reutilization corporation organized under Chapters 1724 and 5722 of the Ohio Revised Code.

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

SECTION 1. The City of Grove City has “nonproductive land” within its boundaries which necessitates the implementation of a Land Reutilization Program to foster either the return of such “nonproductive land” to tax revenue generating status or the devotion thereof to public use.

SECTION 2. The City hereby adopts and implements the procedures set forth in Sections 5722.02 to 5722.15 of the Revised Code to facilitate the effective reutilization of “nonproductive land” situated within the City.

SECTION 3. The City Administrator is hereby authorized to execute the Master Memorandum of Understanding attached hereto as Exhibit “A”.

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

MASTER MEMORANDUM OF UNDERSTANDING
REGARDING RECLAMATION, REHABILITATION, AND REUTILIZATION OF
VACANT, ABANDONED, TAX-FORECLOSED OR OTHER
REAL PROPERTY IN THE CITY OF GROVE CITY, OHIO

This Master Memorandum of Understanding ("MOU") is made and entered into between the Central Ohio Community Improvement Corporation ("COCIC") and the City of Grove City, Ohio ("City"), collectively the "Parties", for the purposes of furthering the mutual goals of the Parties, furthering collaboration between the Parties, establishing policies and procedures that allow the Parties to undertake their respective business collaboratively and concurrently, and for any other purposes that further the mutual goals and interests of the Parties.

This MOU is made effective as of this _____ day of _____, 2012 ("Effective Date")

Whereas, COCIC has been organized under Sections 1724 and 5722 of the Ohio Revised Code to further the goals of strengthening neighborhoods by returning vacant and abandoned property to productive use, strategically acquiring properties to reduce blight, promoting economic development, increasing property values, and thereby improving the quality of life of all Franklin County residents, and for any additional lawful purposes consistent with these goals; and

Whereas, the City has similar goals for its residents; and

Whereas, the Parties jointly desire to collaborate and cooperate in furthering the goals of the Parties through the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax foreclosed or other real property located in the City of Grove City, Ohio; and

Whereas, this MOU formalizes the discussions and negotiations of the Parties toward entering into a mutual agreement with respect to the rights, duties and obligations of COCIC and the City, and the Parties collectively, subject to further amendment and revision as described in Article III herein.

Therefore, COCIC and the City hereby agree as follows:

ARTICLE I
Definitions

All terms and words used in this MOU and not defined in Article I are to be defined by their plain usage and meaning. If the Parties discover any terms and words in this MOU that the Parties believe are not clearly defined herein, the Parties shall define such terms and words in the way most consistent with the overriding mutual goals of the Parties.

All terms defined in Article I are so defined for the purposes of the Articles of this MOU and any Appendices attached to this MOU.

1. **"Commercial"** means property used for retail or other commercial purposes, not including Mixed Use properties.
2. **"Demolition"** means the demolition and removal from the site of any structures, foundations and substructures, including basements or other underground materials, and regrading of the property.
3. **"Industrial"** means properties used primarily for industrial purposes.
4. **"Mixed Use"** means properties a structure containing both residential and other uses.

5. **“Multi-family residential”** means a structure containing more than four residential units,
6. **“Notice of Intent to Demolish”** means notification sent to the City for the purpose of giving the City knowledge that COCIC seeks to demolish structures with the City.
7. **“Single Family Residential”** means a structure containing only residential units and containing no more than four residential units.
8. **“Unit”** means a private residential dwelling within a structure that has its own means of entrance separate from any other dwellings within the structure.
9. **“Vegetation”** means any tree, shrub, bush, vine, or other plant life not easily recognizable as grass.

ARTICLE II

Statutory Protocols

Pursuant to Chapter 5722, a City that lies within a county that has established a county land reutilization corporation possesses certain preemptory rights with respect to properties that are or may be acquired by the county land reutilization corporation.

These statutory rights, which the Parties hereby acknowledge and agree to respect, shall be exercisable by the City at its discretion and are as follows:

1. City Preemption in Tax Foreclosures

- a. Upon tax foreclosure by the County Treasurer against properties within the City, the COCIC and the City are each eligible to take title to such property, whether through deed in lieu of foreclosure or judicial tax foreclosure.
- b. In the event that both the COCIC and the City wish to acquire such tax foreclosed property, the City shall have the first right to acquire such property upon foreclosure.

2. Right of first acquisition by a City

- a. After COCIC acquires any parcel of real property through any means of acquisition, the City shall have thirty (30) days from the date the deed is recorded to notify COCIC that it wishes to acquire the property in question.
- b. After receipt of such notice COCIC shall convey the property in question to the City within ninety (90) days, and the City shall reimburse COCIC for all costs related to holding, maintaining, and acquiring said property, including transactional costs, title examinations and environmental assessments, as consideration thereof, unless COCIC agrees to waive some or all of this reimbursement amount in writing.
- c. The City shall be responsible for paying the cost of any additional title examinations, environmental assessments and any other studies or inspections not already undertaken by COCIC with respect to such properties.
- d. If the City does not provide notice to the COCIC of the City’s intent to acquire such property within thirty (30) days of COCIC’s notice of acquisition, or having such notice, fails to reimburse COCIC for cost described in parts b. and c. of this section, then the City may acquire such property only pursuant to a negotiated written agreement with COCIC.

ARTICLE III
Negotiation and Execution of Protocols Agreements

COCIC and the City may jointly develop and enter into protocols agreements pursuant to the mutual written agreement of the Parties. The Parties hereby enter into the following protocols agreements:

1. Acquisition and Disposition Protocols Agreement (attached hereto as “Appendix A”).
2. Maintenance Protocol Agreement (attached hereto as “Appendix B”).
3. Demolition Protocols Agreement (attached hereto as “Appendix C”).

COCIC and the City may jointly develop and enter into any additional protocols agreements pursuant to the mutual written agreement of both Parties.

Subsequent protocols agreements that the Parties enter into shall be attached to this MOU starting as “Appendix D” and progressing sequentially. Any changes to the protocols agreements enumerated above shall be reflected herein under Article III, as well as in the text of the protocols agreements.

ARTICLE IV
Term; Amendment; Construction; Notices; Assignment

1. Term of MOU

- a. This MOU may be terminated unilaterally in full or in part by either of the Parties upon sixty (60) days prior written notice of the terminating party, or by joint written agreement of both Parties at any time.
- b. Such unilateral termination shall not be of any force and effect as to any unperformed monetary or other obligations of either of the Parties in effect at the time of such termination.

2. Amendment of MOU

This MOU may be amended at any time by the written mutual agreement of both Parties, and such amendments shall be executed by the Parties.

3. Construction of Provisions of MOU as Severable

- a. If any specific provision of this MOU, including attached Appendices, are forbidden by law, unenforceable, or terminated either unilaterally or bilaterally under the procedures set forth herein, then such provision shall be rendered without effect.
- b. If any provision is rendered without effect as set forth in Article IV 3. a., such provision shall be construed as severable from the remainder of the MOU, and the remainder of the MOU from it, and to the extent possible the remainder of the MOU shall be construed as operating without the stricken provision.

4. Notices

- a. All notices, requests and correspondences made between COCIC and the City shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by regular mail to the following addresses, except as indicated in Appendix A or as otherwise indicated herein:

If to COCIC: Central Ohio Community Improvement Corporation
PO Box 6355
Columbus, OH 43206
Attn: Executive Director

If to the City City of Grove City

5. Successors and Assigns: Parties in Interest; Assignment

- a. The provisions and covenants set forth and agreed to herein shall extend to and be binding upon the successors and assigns of COCIC and the City, and such provisions and covenants shall bind such successors and assigns jointly and severally.
- b. All of the provisions and covenants hereof shall be held to be for the sole and exclusive benefit of COCIC and the City, and no third party shall be deemed the beneficiary of such covenants and provisions, except pursuant to the mutual written agreement of the Parties.
- c. Each of the Parties may assign any part or all of its rights or obligations under this MOU to a third party only by the prior written agreement of the non-assigning Party.

IN WITNESS WHEREOF, COCIC and the City of Grove City, Ohio, execute this Master Memorandum of Understanding as of the ____ day of _____, 2012.
CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION

By: _____ Title _____

CITY OF GROVE CITY, OHIO

By: _____ Title _____

APPROVED AS TO FORM

APPENDIX A

Attached to the Master Memorandum of Understanding entered into between the City of Grove City, Ohio and Central Ohio Community Improvement Corporation

ACQUISITION AND DISPOSITION PROTOCOLS AGREEMENT

1. Acquisition of Real Property by COCIC- Right of First Acquisition by the City

- a. If COCIC wishes to acquire title to real estate within the City other than tax foreclosure, it shall notify the City of its intention in writing. The notice shall include the address, parcel number, anticipated costs for the acquisition, and COCIC intended use or disposition of the real estate.
- b. Upon receipt of the notification and within 10-days after notification, the City may provide notice to the COCIC of the City's intent to exercise its Right of First Acquisition. Such notice may be delivered to the COCIC by e-mail.
- c. Upon request by the City, COCIC must provide copies of all documents associated with the transfer, including but not limited to: title examination, sale contracts, option agreements, preliminary and/or final HUD-1 statements, all property disclosure forms, environmental assessments, surveys, appraisals, building assessments, engineer's reports, and any other document in the possession of the COCIC concerning the condition of the property, terms of the transfer, and any information that may impact the City's future ownership of the property.
- d. If the City declines its Right of First Acquisition, or fails to exercise its Right within 10 days after notice, then COCIC may proceed to acquire the real estate and use or dispose of the real estate in accordance with its notice.
- e. If COCIC changes the intended disposition of the real estate from rehabilitation to demolition or vice versa, then the City shall have 10 days to exercise its Right of First Acquisition before the provisions of paragraph d. apply.
- f. COCIC shall use its best efforts to convey the property where the Right of First Acquisition is exercised to the City within thirty (30) days, and the City shall reimburse COCIC for all costs related to holding, maintaining, and acquiring said property, including transactional costs, title examinations and environmental assessments, as consideration thereof, unless COCIC agrees to waive some or all of this reimbursement amount in writing. COCIC shall also use its best efforts to convey property to the City by a transferable and recordable general warranty deed, conveying good and marketable title in fee simple, free and clear of all defects, liens, mortgages, leases, encumbrances, easements, restrictions, reservation, conditions, agreements and encroachments, unless disclosed to the City by COCIC and agreed to by the City.

2. City Preemption in Tax Foreclosures

- a. COCIC will notify the City on all selections of parcels, located within the boundaries of the City, for tax foreclosure, and deed in lieu of foreclosure, and, upon request by the City, will have such parcels transferred directly to the City upon foreclosure or acquisition, where allowed by law. If the property is not eligible to transfer directly to the City, both parties agree to follow the procedure set forth in 1. Acquisition of Real Property by COCIC - Right of First Acquisition by the City.

3. Disposition of Real Estate by COCIC

- a. COCIC will dispose of all property it acquires in accordance with the disposition provisions set forth in the COCIC's Policies and Procedures.

b. The City and COCIC may agree to additional protocols regarding property disposition by written mutual agreement of the Parties.

4. Special Procedures for the Donation of Real Property with Tax Delinquencies.

Pursuant to ORC 5722.21, COCIC may acquire properties with tax delinquency, and if such property is eligible, delinquent taxes and associated costs are extinguished upon transfer to the corporation. The City may request the COCIC to receive eligible delinquent land offered to the City for donation (or purchase) and subsequently transfer such real property to the City, free of all tax delinquency. Unless otherwise agreed to, the City shall assume all costs associated with the transfers, title examination, and other similar costs.

IN WITNESS WHEREOF, the Central Ohio Community Improvement Corporation and the City of Grove City, Ohio execute this Acquisition and Disposition Protocols Agreement as of the _____ day of _____, 2012

CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION

By: _____ Title _____

CITY OF GROVE CITY, OHIO

By: _____ Title _____

APPROVED AS TO FORM

APPENDIX B

Attached to the Master Memorandum of Understanding entered into between the City of Grove City, Franklin County, Ohio, and the Central Ohio Community Improvement Corporation

MAINTENANCE PROTOCOLS AGREEMENT

1. Single-Family or Multi-Family Residential Maintenance Protocols

- a. COCIC shall maintain all property it owns in a manner consistent with the following specifications:
 - i. COCIC shall comply with all governmental requirements regarding maintenance and care of property COCIC owns.
 - ii. COCIC shall ensure that all property is kept free of litter and debris and COCIC shall regularly inspect its properties for litter and debris.
 - iii. COCIC shall endeavor to maintain property in such a way that maintains or increases the property values of adjacent and nearby properties, and that ensures the future marketability of the property. COCIC shall correct all complaints relating to the maintenance of property in a timely manner with a goal of resolving such complaints within 48 hours.
- b. COCIC shall additionally maintain all property that it owns in a manner consistent with the maintenance provisions set forth in COCIC's Policies and Procedures.

2. Commercial and Industrial Maintenance Protocols

- a. COCIC shall maintain its commercial and industrial properties in accordance with governmental requirements and COCIC Policies and Procedures.
- b. COCIC shall endeavor to maintain these properties in a manner that preserves these properties for purchase or for future use and in a way that will assist in the marketing of such properties.

IN WITNESS WHEREOF, the Central Ohio Community Improvement Corporation and the City of Grove City, Ohio execute this Maintenance Protocols Agreement as of the _____ day of _____, 2012.

CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION

By: _____ Title _____

CITY OF GROVE CITY, OHIO

By: _____ Title _____

APPROVED AS TO FORM

APPENDIX C

**Attached to the Master Memorandum of Understanding entered into between the City of Grove City,
Franklin County, Ohio, and the Central Ohio Community Improvement Corporation**

DEMOLITION PROTOCOLS AGREEMENT

1. Specifications for Demolitions by COCIC
 - a. At least ten days prior to demolition of any structure, COCIC shall give the City Notice of its Intent to Demolish.
 - b. All demolitions undertaken by the COCIC shall be in accordance with all applicable governmental regulations.
2. City Right to Demolish Structures Owned by the COCIC.
 - a. If COCIC is issued an Order declaring a structure under its ownership an Unsafe or Hazardous Building) and COCIC fails to comply with such Order, the City, at its sole discretion, shall have authority to demolish structures cited by the Order. The COCIC shall reimburse the City for costs associated with the demolition.
3. Public Notice and Meetings.
 - a. If public notice and/or public meetings regarding a proposed demolition are required by statute or practice or if COCIC deems notice or meetings appropriate, the City agrees to give notice and to provide space for, and participate in, such meetings.

IN WITNESS WHEREOF, the Central Ohio Community Improvement Corporation and the City of Grove City, Ohio, execute this Demolition Protocols Agreement as of the _____ day of _____, 2012.

CENTRAL OHIO COMMUNITY IMPROVEMENT CORPORATION

By: _____ Title _____

CITY OF GROVE CITY, OHIO

By: _____ Title _____

APPROVED AS TO FORM

Date: 01/30/13
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-09-13
1st Reading: 02/04/2013
Public Notice:
2nd Reading:
Passed: Rejected
Codified: Code No
Passage Publication:

RESOLUTION NO. CR-09-13

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 0.5 ACRES LOCATED AT 3500 LONDON-GROVEPORT ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 0.5± acres located at 3500 London-Groveport Road, in Jackson Township to the City of Grove City and signed by Charles and Solid Waste Authority of Central Ohio, was filed with the Board of County Commissioners of Franklin County, Ohio; and

WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

WHEREAS, Section 709.031 of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 0.5± acres located at 3500 London-Groveport Road, proposed for annexation by Solid Waste Authority of Central Ohio, will receive the following municipal services from the City of Grove City:

- Fire: Jackson Township will continue to provide Fire protection.
- Police: The City of Grove City, Police department, will provide police protection.
- Water: The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
- Sanitary Sewer: The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
- Solid Waste Collection: Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
- Zoning: In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Ted A. Berry, President of Council

Date: 01/30/13
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-10-13
1st Reading: 02/04/2013
Public Notice:
2nd Reading:
Passed: Rejected
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-10-13

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 101.3 ACRES LOCATED AT 3650 LONDON-GROVEPORT ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 101.3+ acres located at 3650 London-Groveport Road, in Jackson Township to the City of Grove City and signed by Charles and Solid Waste Authority of Central Ohio, was filed with the Board of County Commissioners of Franklin County, Ohio; and

WHEREAS, a hearing on this petition is scheduled before the Board of County Commissioners of Franklin County; and

WHEREAS, Section 709.031 of the Ohio Revised Code requires that the legislative authority of the municipality to which the annexation is proposed adopt a statement indicating what services, if any, the municipal corporation will provide to the territory proposed for annexation upon its annexation.

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

SECTION 1. Upon its annexation to the City of Grove City, the 101.3+ acres located at 3650 London-Groveport Road, proposed for annexation by Solid Waste Authority of Central Ohio, will receive the following municipal services from the City of Grove City:

- Fire: Jackson Township will continue to provide Fire protection.
- Police: The City of Grove City, Police department, will provide police protection.
- Water: The City of Grove City has a water service area contract with the City of Columbus, and the subject property is within the service area. Conditional on the ability of the City of Columbus to provide water, the City of Grove City will have the ability to service this area. It is understood that all water line extensions are the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
- Sanitary Sewer: The City has a written service area contract with the City of Columbus and the subject property is within the service area. Conditioned on the ability of the City of Columbus to provide sufficient sewage disposal capacity, the City of Grove City will have the ability to service the area. It is understood that all extensions of the sanitary sewer service is the responsibility of the property owner, and upon the receipt of all necessary permits and payments of all costs for connections thereto, such service shall become immediately available.
- Solid Waste Collection: Subject property is now serviced by and will continue to be serviced by a publicly bid contract for solid waste and recycling services.
- Zoning: In accordance with Section 1139.05(a) the Codified Ordinances of Grove City, Ohio, all annexed territory zoned under County or Township zoning shall be classified at the most comparable district of the Grove City Zoning Code, unless otherwise requested by the petitioner and approved by the City Council at which time a buffer will be required if the requested zoning classification is clearly incompatible with uses permitted under current county or township zoning regulations in the adjacent land remaining within the township from which the territory is to be annexed.

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

Ted A. Berry, President of Council