

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

February 19, 2013

6:30 - Caucus

7:00 - Regular Meeting

PRESENTATION: VCB Report; Reach Out & Read

SAFETY: Mr. Davis

- Ordinance C-08-13 Repeal and Replace Chapter 155 titled Civil Service Commission. Second reading and public hearing.
- Ordinance C-09-13 Amend Section 1301.02 of the Codified Ordinances titled Model Codes Adopted. Second reading and public hearing.
- Ordinance C-11-13 Amend Various Sections of Chapter 707 titled Special Events. First reading.
-

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. Second reading and public hearing.
- Ordinance C-12-13 Approve a Special Use Permit for a Drive-Thru Window for PNC Bank located at 2500 Stringtown Road. First reading.
- Ordinance C-13-13 Approve a Special Use Permit for Outdoor Seating for Plum Run Winery located at 3946 Broadway. First reading.
- Ordinance C-14-13 Approve the Rezoning of 27+ acres located North of London-Groveport Road and West of Hoover Rd. from SD-1 & CF to PUD-R & PUD-C. First reading.
- Resolution CR-11-13 Approve the Development Plan for Monterey Elementary School located at 2584 Dennis Lane.
- Resolution CR-12-13 Municipal Services that can be provided to a 4.4 acre parcel located at 2050 Holton Road upon its annexation to the City.
- Resolution CR-13-13 Municipal Services that can be provided to a 24.1 acre parcel located at 3385 & 3395 London-Groveport Road upon its annexation to the City.
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ON FILE: Minutes of Feb. 4 Council Meeting

Minutes of Feb. 5 Planning Commission

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

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: 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

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

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 purposed, 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: 02/12/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-12-13
1st Reading: 02/19/13
Public Notice: 2/22/13
2nd Reading: 03/04/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-12-13

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE THRU WINDOW FOR PNC BANK LOCATED AT 2500 STRINGTOWN ROAD

WHEREAS, PNC Bank, applicant, has submitted a request for a Special Use Permit for an additional Drive Thru Window located at 2500 Stringtown Road; and

WHEREAS, on February 5, 2013, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

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)A1j is hereby issued to PNC Bank located at 2500 Stringtown Road, as submitted.

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

Date: 02/13/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-13-13
1st Reading: 02/19/13
Public Notice: 2/22/13
2nd Reading: 03/04/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-13-13

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR PLUM RUN WINERY LOCATED AT 3946 BROADWAY

WHEREAS, Plum Run Vineyard, LLC, applicant, has submitted a request for a Special Use Permit for Outdoor Seating located at 3946 Broadway, Suite B; and

WHEREAS, on February 5, 2013, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the stipulation that:

1. No live music or the use of speakers shall be permitted within the outdoor seating area after 10:00 p.m.

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 Plum Run Winery located at 3946 Broadway, contingent upon the stipulation set by Planning Commission.

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

Date: 02/12/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: C-14-13
1st Reading: 02/19/13
Public Notice: 02/22/13
2nd Reading: 04/01/13
Passed: Rejected
Codified: Code No
Passage Publication:

ORDINANCE C-14-13

AN ORDINANCE FOR THE REZONING OF 27+ ACRES LOCATED NORTH OF LONDON-GROVEPORT RD AND WEST OF HOOVER FROM SD-1 & CF TO PUD-R & 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 February 5, 2013; 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 SD-1 & CF to PUD-R & PUD-C with zoning text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1434 *and being 27+ acres conveyed to The Buckeye Ranch Foundation, Inc., as recorded in Official Records, Recorder's Office, Franklin County, Ohio, and being more fully described in Exhibit "A, B, C & D" 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.

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: 02/13/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-11-13
1st Reading: 02/19/13
Public Notice: _____
2nd Reading: _____
Passed: Rejected:
Codified: Code No:
Passage Publication: _____

RESOLUTION NO. CR-11-13

**A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR
MONTEREY ELEMENTARY SCHOOL LOCATED AT 2584 DENNIS LANE**

WHEREAS, on February 5, 2013, the Planning Commission recommended approval of the Development Plan for Monterey Elementary School, with the following stipulation:

1. The Hoover Road automobile entrance shall be closed during peak pick-up and drop-off hours during the school year.

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 Development Plan for Monterey Elementary School, contingent upon the stipulation set by Planning Commission.

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: 02/13/13
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-12-13
1st Reading: 02/19/2013
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-12-13

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 4.4 ACRES LOCATED AT 2050 HOLTON ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 4.4+ acres located at 2050 Holton Road, in Jackson Township to the City of Grove City and signed by Jackson Township Board of Trustees, 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 4.4+ acres located at 2050 Holton Road, proposed for annexation by the Jackson Township Board of Trustees, 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: 02/13/13
Introduced By: Ms. KMcGraw
Committee: Lands
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-13-13
1st Reading: 02/19/2013
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-13-13

A RESOLUTION TO SET FORTH, AS REQUIRED BY SECTION 709.031 OF THE OHIO REVISED CODE THE MUNICIPAL SERVICES THAT CAN BE FURNISHED TO 24.1 ACRES LOCATED AT 3385 & 3395 LONDON-GROVEPORT ROAD IN JACKSON TOWNSHIP UPON ITS ANNEXATION TO THE CITY OF GROVE CITY

WHEREAS, a petition to annex 24.1+ acres located at 3385 & 3395 London-Groveport Road, in Jackson Township to the City of Grove City and signed by 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 24.1+ acres located at 3385 & 3395 London-Groveport Road, proposed for annexation by the 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.