

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

April 04, 2016

6:30 –Caucus

7:00 – Reg. Meet.

Presentations: Sapperstein Community Survey

FINANCE: Mr. Davis

- Ordinance C-22-16 Appropriate \$750,000.00 from the General Fund for the Current Expense of Town Center Improvements. Second reading and public hearing.
- Ordinance C-25-16 Authorize the City Administrator to enter into an Agreement with Pitney Bowes for a Postage Meter for Mayor’s Court. First reading.
- Ordinance C-26-16 Authorize the City Administrator to enter into an Agreement with Time Warner Communications for Data Connectivity to the Statewide Ohio Multi-Agency Radio Communications System. First reading.
- Ordinance C-27-16 Authorize the City Administrator to enter into an Agreement with Lighthouse Fiber Networks for Data Connectivity between the City of Grove City and Jackson Township. First reading.
- Ordinance C-28-16 Grant an Exceptional Circumstance for 3946 Broadway to Increase the Maximum Award under the Town Center Commercial Revitalization Grant Program. First reading.
- Ordinance C-29-16 Authorize the City Administrator to enter into an Agreement with Time Warner Communications for Data Connectivity. First reading.
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SERVICE: Mr. Berry

- Resolution CR-16-16 Authorizing an Intergovernmental Agreement with Jackson Township for the provision of IT Services for Jackson Township.
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LANDS: Mr. Bennett

- Ordinance C-24-16 Approve a Special Use Permit for Outdoor Seating for Mill Street Market located at 3937 Broadway. Second reading and public hearing.
- Ordinance C-30-16 Vacate a 10+ wide Easement between Lot 475 and Lot 476 of Pinnacle Club, Section 5. First reading.
-

ON FILE: Minutes of: 03/21 - Council Meeting

Date: 03/15/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-22-16
1st Reading: 3/21/16
Public Notice: 3/24/16
2nd Reading: 4/04/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-22-16

AN ORDINANCE TO APPROPRIATE \$750,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF TOWN CENTER IMPROVEMENTS

WHEREAS, with the development of the new library and the Pizzuti project west of City Hall, the City has actively been engaged in discussions regarding parking and other improvements in the Town Center; and

WHEREAS, Ordinances C-74-15, C-78-15, and C-79-15 authorized purchases of properties to expand parking in the Town Center; and

WHEREAS, the City's design of the Town Center Improvements has been modified to consider the following enhancements: roadway improvements along Grove City Road (sidewalk, curb and gutter, pavement, brickwork, bump out parking, and signal improvements), roadway improvements along Park Street (sidewalk, curb and gutter, pavement, brickwork, and signal improvements), festival power, sanitary sewer improvements, City Hall parking lot resurfacing, and undergrounding of existing utilities.

WHEREAS, the estimated cost of undergrounding utilities in the proposed expanded parking area is \$470,000; and

WHEREAS, the City has estimated the additional funding required, for street/sidewalk/brickwork improvements and 10 additional parking spaces along Grove City Road and Park Street, to be \$280,000.00.

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

SECTION 1. There hereby is appropriated \$750,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603152 for the current expense of Town Center improvements including undergrounding of utilities and additional parking along Grove City Road and Park Street.

SECTION 2. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 03/29/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Vedra
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-25-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-25-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH PITNEY BOWES FOR A POSTAGE METER FOR MAYOR'S COURT

WHEREAS, the Mayor's Court postage meter lease is not renewable and the City has obtained quotes for a new 60 month term with upgraded equipment; and

WHEREAS, because the agreement with Pitney Bowes exceed twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a multi-year agreement with Pitney Bowes for a postage meter for Mayor's Court as set forth in Exhibit A.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

PITNEY BOWES LEASE TERMS AND CONDITIONS

L1. DEFINITIONS

Capitalized terms that are not defined in this document are defined in the Pitney Bowes Terms. PBI is the manufacturer of the equipment. PBGFS, a wholly-owned subsidiary of PBI, provides you with the leasing services.

L2. AGREEMENT

L2.1 You are leasing the Equipment listed on the Order.

L2.2 **You may not cancel this Lease for any reason. All payment obligations are unconditional.**

L2.3 You authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment.

L3. PAYMENT TERMS

L3.1 We will invoice you in arrears each quarter for all payments on the Order (each, a "Quarterly Payment"), except as provided in any statement of work attached to the Order. You will make each Quarterly Payment by the due date shown on our invoice.

L3.2 Your Quarterly Payment may include an origination fee, amounts carried over from a previous unexpired lease, software license and maintenance fees and other charges.

L3.3 Any Meter rental fees and SLA fees (collectively "PBI Payments"), will be included with your Quarterly Payment and begin with the start of the Lease Term (as defined below). After the Initial Term, your Quarterly Payment will increase if your PBI Payments increase.

L4. EQUIPMENT OWNERSHIP

We own the Equipment. PBI owns any Meter. Except as stated in Section L6, you will not have the right to become the owner of the Equipment at the end of this Agreement.

L5. LEASE TERM

The Lease term is the number of months stated on the Order ("Lease Term").

L6. END OF LEASE OPTIONS

L6.1 During the 90 days before your Lease ends, you may, if not in default, select one of the following options:

- (a) enter into a new lease with us;
- (b) purchase the Equipment "as is, where is" for fair market value; or
- (c) return the Equipment and Meter in its original condition, reasonable wear and tear excepted and pay us our then applicable processing fee. If you return the Equipment and Meter, you will, as specified by us, either properly pack and return them to us in the return box and with the shipping label provided by us or furnish them to such service carrier as we specify to pick up and ship them to us.

L6.2 If you do not select one of the options in Section L6.1, you will be deemed to have agreed to enter into successive 12-month annual extensions of the term of this Agreement. You may choose to cancel the automatic extensions by giving us written notice between 120 days and 30 days before the Lease expires (unless the law requires the period to be shorter). Upon cancellation, you agree to either return all items pursuant to Section L6.1(c) or purchase the Equipment.

L7. WARRANTY AND LIMITATION OF LIABILITY

L7.1 PBI PROVIDES YOU WITH THE LIMITED WARRANTY IN THE PITNEY BOWES TERMS.

L7.2 PBGFS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INTERFERENCE OR INFRINGEMENT.

L7.3 WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT.

L8. EQUIPMENT OBLIGATIONS

L8.1 Condition and Repairs. You will keep the Equipment free from liens and in good repair, condition, and working order.

L8.2 Inspection. We may inspect the Equipment and related maintenance records.

L8.3 Location. You may not move the Equipment from the location specified on the Order without our prior written consent.

L9. RISK OF LOSS AND VALUEMAX® PROGRAM

L9.1 Risk of Loss.

- (a) You bear the entire risk of loss to the Equipment from the date of shipment by PBI until the Equipment is returned to, and received by, us, regardless of cause, ordinary wear and tear excepted ("Loss").
- (b) No Loss will relieve you of any of your obligations under this Lease. You must immediately notify us in writing of any Loss.
- (c) To protect the equipment from loss, you will either (i) keep the Equipment insured against Loss for its full replacement value under a comprehensive policy of insurance or other arrangement with an insurer of your choice, provided that it is reasonably satisfactory to us ("Insurance") or (ii) be enrolled in PBGFS' ValueMAX program described in Section 9.1(d).
- (d) **YOU MUST CALL US AT 1-800-732-7222 AND PROVIDE US WITH EVIDENCE OF INSURANCE.** If you do not provide evidence of Insurance and have not previously enrolled in our equipment replacement program (ValueMAX), we may include the Equipment in the ValueMAX program and charge you a fee, which we will include as an additional charge on your invoice.
- (e) We will provide written notice reminding you of your Insurance obligations described above in Section L9.1(c).
- (f) If the Equipment is included in the ValueMAX program and any damage or destruction to the Equipment occurs (other than from your gross negligence or willful misconduct, which is not covered by ValueMAX), we will (unless you are in default) repair or replace the Equipment.
- (g) We are not liable to you if we terminate the ValueMAX program. By providing the ValueMAX program we are not offering or selling you insurance; accordingly, regulatory agencies have not reviewed this Lease, this program or its associated fees, nor are they overseeing our financial condition.

L10. NON-APPROPRIATION

L10.1 You warrant that you have funds available to pay all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of your Lease Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, you may terminate this Lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

L11. EARLY TERMINATION

L11.1 You further warrant that you intend to enter into this Lease for the entire Stated Term and you acknowledge that we have relied upon such represented intention when determining the applicable pricing plan. If you cancel or terminate this Lease prior to expiration of the Stated Term (other than for non-appropriations), you shall pay a termination charge equal to the net present value of the monthly payments remaining through the completion of the term, discounted to present value at a rate of 6% per year. The foregoing paragraph shall supercede Section G5.2(b) of the Pitney Bowes Terms.

L12. MISCELLANEOUS

- L12.1 If more than one lessee is named in this Lease, liability is joint and several.
- L12.2 **YOU MAY NOT ASSIGN OR SUBLET THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD.**
- L12.3 We may sell, assign, or transfer all or any part of this Lease or the Equipment. Any sale, assignment, or transfer will not affect your rights or obligations under this Agreement.

Date: 03/28/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No.: C-26-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-26-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TIME WARNER COMMUNICATIONS FOR DATA CONNECTIVITY TO THE STATEWIDE OHIO MULTI-AGENCY RADIO COMMUNICATIONS SYSTEM

WHEREAS, in 2014, Council approved Ordinance C-35-14 for a multi-year agreement with Agile Networks for data connectivity to the statewide Ohio Multi-Agency Radio Communications System; and

WHEREAS, at that time, the cost per month was approximately \$625; and

WHEREAS, currently through Time Warner Communications, the same service will cost approximately \$375 per month for 5 years; and

WHEREAS, in an effort to save costs, the City wishes to enter into a new 5-year agreement with Time Warner Communications; and

WHEREAS, because the new agreement with Time Warner Communications exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a new multi-year agreement with the Time Warner Communications for data connectivity to the statewide Ohio Multi-Agency Radio Communications System.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in

C-26-16

**AMENDMENT 2
TO
SERVICE ATTACHMENT 1
BY AND BETWEEN
TIME WARNER CABLE
AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This Amendment Number 2 ("Amendment") is entered into by and between the State of Ohio, Department of Administrative Services, Office of Information Technology ("the State") and Time Warner Cable Enterprises LLC, successor in interest to Time Warner Entertainment Company, L.P. ("Vendor"), and sets forth additional and amended terms and conditions that shall apply to the Master Service Agreement (MSA) of September 2, 2009 ("Agreement"), by and between the State and Vendor and such Agreement including Service Attachment #1 having an effective date of September 2, 2009, as amended by Amendment 1 to Service Attachment 1, having an effective date of May 14, 2012 ("Service Attachment 1"). The State and Vendor are referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the State and Vendor mutually desire to amend Service Attachment 1 as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. The tables set forth in Section 5.1.3 of Service Attachment 1, as amended by Amendment 1 to Service Attachment 1, are hereby deleted in their entireties and replaced with the table set forth immediately below:

E-Line Point-to-Point Ethernet Connection Service Pricing Schedule

<u>Port Speed (Mbps)</u>	<u>MRC Month to Month</u>	<u>MRC 12 Month Term</u>	<u>MRC 24 Month Term</u>	<u>MRC 36 Month Term</u>	<u>MRC 48 Month Term</u>	<u>MRC 60 Month Term</u>	<u>Non- Recurring Installation Fee</u>	<u>Non- Recurring Construction Costs²</u>
1.5	\$ 493	\$ 411	\$ 342	\$ 298	\$ 259	\$ 225	Waived	ICB
3	\$ 602	\$ 502	\$ 418	\$ 364	\$ 316	\$ 275	Waived	ICB
5	\$ 657	\$ 548	\$ 456	\$ 397	\$ 345	\$ 300	Waived	ICB
10	\$ 764	\$ 637	\$ 531	\$ 462	\$ 401	\$ 349	Waived	ICB
20	\$ 821	\$ 684	\$ 570	\$ 496	\$ 431	\$ 375	Waived	ICB
25	\$ 876	\$ 730	\$ 608	\$ 529	\$ 460	\$ 400	Waived	ICB
50	\$ 1,073	\$ 894	\$ 745	\$ 648	\$ 564	\$ 490	Waived	ICB

100	\$ 1,095	\$ 913	\$ 760	\$ 661	\$ 575	\$ 500	Waived	ICB
200	\$ 1,456	\$ 1,214	\$ 1,011	\$ 879	\$ 765	\$ 665	Waived	ICB
300	\$ 1,643	\$ 1,369	\$ 1,141	\$ 992	\$ 863	\$ 750	Waived	ICB
400	\$ 1,796	\$ 1,497	\$ 1,247	\$ 1,084	\$ 943	\$ 820	Waived	ICB
500	\$ 1,971	\$ 1,643	\$ 1,369	\$ 1,190	\$ 1,035	\$ 900	Waived	ICB
1000	\$ 2,628	\$ 2,190	\$ 1,825	\$ 1,587	\$ 1,380	\$ 1,200	Waived	ICB
2000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
3000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
4000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
5000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

2. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control in a manner consistent with Section 1.15 of the Agreement. Except as herein modified, all terms, provisions and conditions of the Agreement, including Service Attachment 1 shall remain in full force and effect, and shall govern the obligations of the State and Vendor.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives. Amendment is effective the date the State's duly authorized representative signs on behalf of the State, ("Amendment Effective Date").

TIME WARNER CABLE ENTERPRISES LLC



Signature

Troy Dixon

Printed Name

VP Sales

Title

3/7/14

Date

13-36666-92

Federal Tax ID

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE
SERVICES**



Signature

Robert Blair/srd

Printed Name

DAS Director
Assistant Director/CIO

Title

3/26/14

Amendment Effective Date

Date: 03/28/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No.: C-27-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-27-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH LIGHTOWER FIBER NETWORKS FOR DATA CONNECTIVITY BETWEEN THE CITY OF GROVE CITY AND JACKSON TOWNSHIP

WHEREAS, through a cooperative agreement with Jackson Township, the City will be providing IT services and solutions for the Township; and

WHEREAS, in order to provide these services, the City must run fiber between the City and Township administrative building and all of the fire stations; and

WHEREAS, Lightower Fiber Networks is able to provide the fiber connections at a cost of approximately \$1,350 a month for 3 years; and

WHEREAS, the costs associated with this project are discounted based upon a prior agreement between the City and Lightower and the Township will be paying these costs; and

WHEREAS, because the new agreement with Lightower exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a new multi-year agreement with the Lightower Fiber Networks for data connectivity between the City and Township administrative building and all of the fire stations.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance



C-27-16

**DARK FIBER SERVICES SUPPLEMENT
TO THE
MASTER SERVICE AGREEMENT**
CUSTOMER: City of Grove City, Ohio

This Dark Fiber Services Supplement (“Supplement”) is effective as of the last date of execution below (“Supplement Effective Date”) by and between FIBER TECHNOLOGIES NETWORKS, L.L.C. (“Provider”) and Customer, and is hereby incorporated into and made a part of the **Master Service Agreement** between the Parties (the “Agreement”). Unless otherwise defined herein, capitalized terms in this Supplement shall have the meanings given in the Master Service Agreement.

1. SCOPE OF SUPPLEMENT

This Supplement applies to dark fiber Services. This Supplement shall not apply to the transport (e.g. Ethernet, SONET, wavelength and other so-called “lit” transport services), Internet, or colocation Services

2. ADDITIONAL TERMS

The following additional terms and conditions shall apply to the provision of such dark fiber Services.

“Cable”: Fiber optic cable with fiber optic filaments contained in any suitable jacketing or sheath that is already in place, or is yet to be installed, and to which Provider will have access by ownership, lease, right to use, or otherwise.

“Cable Accessories”: The attachment and suspension hardware, splice closures and other components necessary for the placement of the Cable either underground or overhead or for the continuity of the fiber filaments.

“Customer Fibers” or “Service”: The Fibers that are licensed to Customer under a Service Order.

“Customer System”: The fiber optic system owned or controlled by the Customer on the Premise Side of the Point of Demarcation including, without limitation, all associated Customer Equipment.

“Fibers”: The fiber optic filaments contained in the Cable.

“Lateral”: Fiber connecting a Route to a building entrance through conduit or overhead drops to a point within the building agreed upon by Provider and Customer, provided that such building is directly off a Route.

“Network Side”: The side of the Point of Demarcation on which the Cable is located prior to termination, for which Provider is responsible, as contemplated in the Agreement and any corresponding Service Order.

“Premise Side”: The side of the Point of Demarcation on which the Customer Equipment and/or a third party’s equipment is located after the termination of the Cable, for which Customer is responsible, as contemplated in the Agreement and any corresponding Service Order.

“Provider Fibers”: All fibers in the Cable in which Provider retains ownership and/or the right to use, other than those specifically licensed for use by Customer hereunder.

“Route”: The geographic path along which the Cable and Customer Fibers are located.

“Route Segment”: A portion of the Route between any two points, including, without limitation, a portion of the Route comprising a Lateral.

3. FIBER SPECIFICATIONS; LATERALS

3.1 Cable Design and Construction.

Laterals. In the event a Service Order provides for Lateral(s), Provider shall construct (if necessary) and install such Lateral(s), and Customer shall only have the right to use the Fibers in such Lateral(s) designated as Customer Fibers, and the remaining fiber optic filaments within the Lateral Cable shall be designated as Provider Fibers. For each Lateral, Customer shall pay a charge as agreed upon by Provider and Customer and specified in the applicable Service Order. Provider shall have the right to install (in addition to the Customer Fibers) any number and type of fibers on, along, or in each such Lateral for any purpose, including, without limitation, leasing or licensing such fibers to any third party or parties. Provider’s installation of such Lateral(s) shall be subject to the receipt of any required regulatory approvals and Underlying Rights.

3.2 Specifications. The Specifications applicable to the Services are set forth in the attached **Exhibit A**, incorporated herein by reference.

4. USE OF SERVICE

4.1 License. Subject to the terms and conditions set forth in the Agreement and an applicable Service Order for dark fiber, Provider will grant to Customer a license to use such fiber optic filaments within the Cable designated as Customer Fibers; the number, identity, type, and location of Customer Fibers shall be as set forth in a Service Order(s). Customer shall only have the right to use the Fibers designated as Customer Fibers, and the remaining fiber optic filaments within the Cable shall be designated as Provider Fibers. Customer acknowledges and agrees that Provider may not be the owner of the Fibers but may instead lease, license, or acquire a right to use such Fibers from a third party together with the right to sub-lease Fibers to Provider's customers.

4.2 Limitations on Rights and Obligations. In addition to, and not in limitation of, any limitations set forth in the Agreement, the Parties agree that:

4.2.1 Use by Customer. Customer shall exercise its rights hereunder in accordance with the terms set forth herein and applicable international, state, local and federal laws and regulations.

4.2.2 Use by Provider. Nothing herein shall be construed as limiting or restricting Provider or its Affiliates in any manner from using its or their own cables, fibers, or any other facilities, easements and/or rights of way for the installation of additional fiber optic cables, for use as telecommunications facilities, or for any other purpose.

4.2.3 Subordination. Customer understands and agrees that Provider's ability to grant Customer the license to use the Customer Fibers pursuant to this Agreement, and to attach, install, construct, operate, and maintain the Provider Network and Customer Fibers, is at all times subject and subordinate to, and limited by, the Underlying Rights, applicable laws, rules, ordinances, codes, and regulations. By virtue of the Agreement, Customer shall only have the license to use the Customer Fibers or related facilities, expressly granted herein, and, in no event, shall such license be construed to be greater than the Underlying Rights to use such Customer Fibers. Provider shall not be liable for any acts or omissions by Provider, its employees or affiliates that interfere with or otherwise affect Customer's use of the Customer Fibers to the extent such acts or omissions are required by the Underlying Rights, including, without limitation acts or omissions that deny the use of, alter or remove the Cable and Cable Accessories.

4.2.4 Sublicensing. Customer shall not assign, transfer, lease, sublease, license, sub-license, or otherwise grant a right to use, the Customer Fibers to any third party without the prior written consent of Provider.

4.3. Relocation of Fibers.

4.3.1 Relocation Requested By Customer. Customer may request relocation, replacement, or rebuild of the Customer Fibers, subject to Provider's approval, the execution of a Service Order and Customer's payment to Provider of all costs and expenses associated with any such relocation, replacement or rebuild, including overhead costs and markups. No relocation or replacement of the Cable, Cable Accessories or related facilities shall be performed without the prior written agreement of Provider, which shall be in Provider's sole discretion.

4.3.2 Required Relocation. In the event that Provider is required by any underlying service provider, public authorities, or lawful order or decree of a regulatory agency or court or any other reason beyond Provider's reasonable control, to relocate or modify any or all Cable on the Route upon which the Customer Fibers are located, Provider's costs for any such work shall be shared on a pro rata basis with Customer. Provider shall not be responsible for the costs of, nor shall it be liable for, the removal, relocation or replacement of any Customer Equipment or other Customer property on the Premise Side of the Point of Demarcation. If the relocation or replacement of the Cable is requested or caused by a third party, Provider shall attempt to obtain reimbursement of Provider's costs from said third party. Notice to Customer will be provided as soon as reasonably practicable. Neither Provider nor any of its affiliates or agents shall incur liability for any outage, disruption, degradation, interference, or interruption of any Service in connection with any such removal or relocation. Provider and Customer shall cooperate in performing such relocation or modifications so as to minimize any interference with the use of the Customer Fibers and the Cable and to avoid conflicting physically or otherwise interfering with joint users of the Cable, Cable Accessories or any other property impacted by the installation, construction, maintenance or use of the Cable, to the extent reasonably possible. Any such relocation shall be accomplished consistently with the Technical Specifications.

4.3.3 Return of Removed Equipment. In the event Provider must remove any Customer Equipment or other property of Customer, Provider will deliver to Customer the Customer Equipment or property so removed upon payment by Customer of the costs for removal, storage and delivery, and all other amounts due Provider. Provider shall use reasonable care when removing, storing and delivering such Customer Equipment, but shall not be liable for any damage so long as such reasonable care is used.

5. TERMINATION AND CONDEMNATION

5.1 Reversion of Rights. Customer's right to use the Customer Fibers shall revert to Provider upon termination of the Agreement or the applicable Service Order, or with the termination of any Route Segment with respect to any Fibers within that Route Segment.

5.2 Termination of Route Segment. In addition to, and not in limitation of, any rights set forth in the Agreement, any Route Segment or other Service may be terminated:

(a) by Provider, without liability (unless due to a default by Provider under any applicable Underlying Rights agreement), upon reasonable notice to Customer, to the extent Provider is no longer authorized under the Underlying Rights to install, construct, maintain, operate, or convey the license to use the Cable or Cable Accessories within the Route Segment or other property as contemplated by the Agreement.

(b) by Provider, without liability, upon reasonable notice to Customer, in the event that the Cable, Cable Accessories or other property have become damaged such that the Provider reasonably determines that the Cable, Cable Accessories or other property cannot reasonably be replaced or repaired.

5.2.1 Alternate Route Segments. If a Route Segment is terminated pursuant to Section 5.2, Provider shall make reasonable efforts to find alternate capacity or facilities owned or controlled by Provider to meet Customer's needs, but, under no circumstances shall Provider be obligated to contract for or to construct new facilities, or otherwise incur any additional cost or expenses, to replace the Cable or Customer Fibers on the Route Segments terminated under Section 5.2.

5.3 Condemnation Proceedings/Termination Rights. Upon its receipt of a formal notice of condemnation or taking, Provider shall notify Customer of any condemnation proceeding filed against the Customer Fibers. If at any time during the Service Term, all or any significant portion of the Cable is taken for any public or quasi-public purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain and, after exercise of the Parties' commercially prudent efforts, the Cable cannot be relocated pursuant to Section 4.3 herein, either Party may elect to terminate the impacted Service upon giving the other thirty (30) days prior written notice. If the applicable Service is terminated in accordance with this section, the applicable Service shall be deemed canceled and neither Party shall have any further obligations to the other, except that both Parties shall be entitled to participate in any condemnation proceedings to seek to obtain compensation via separate awards for the economic value of their respective interest in the Cable.

6. FEES

Customer shall pay the fees set forth in Service Orders executed hereunder. On January 1 of each year, the MRCs shall be escalated by the greater of (i) increase in the Consumer Price Index – All Urban Consumers (CPI-U) issued in December of the previous year (any such adjustment will reflect any increase, but not any decrease, in the Consumer Price Index for the previous 12 months) or (ii) three percent (3%). In addition, in the event that amounts charged to Provider under any Underlying Rights are increased or Provider's costs or expenses are increased due to any Underlying Rights, Provider shall have the right to charge Customer for its pro rata share of such increases, which shall be added to the MRCs to be paid by Customer for the applicable Service Term.

7. SERVICE LEVEL AGREEMENT

7.1 MTTR Objectives.

7.1.1 Mean Time to Respond. "Mean Time to Respond" is the average time required for Provider to begin troubleshooting a reported failure. The Mean Time to Respond objective is two (2) hours from Provider's receipt of notice of such failure.

7.1.2 Mean Time to Repair. "Mean Time to Repair" is the average time required to restore Service to an operational condition as defined herein. The Mean Time to Repair objective is eight (8) hours from Provider's receipt of notice of such failure.

7.2 Service Outage. Subject to this Section 7, in the event of a Service Outage to any dark fiber Service and Provider fails to repair such Service Outage within twenty-four hours of notice from Customer of such Service Outage ("Repair Window"), Customer may be entitled to a credit ("Service Credit") of 1/30th of the MRC applicable to the affected Service for each consecutive 24-hour period of the Service Outage after said Repair Window. A "Service Outage" is a complete disruption of a dark fiber Service under this Supplement, or a material degradation of such Service below the applicable Specifications, such that Customer is unable to utilize the Service for its intended purpose as contemplated hereunder. A Service Outage shall be deemed to begin upon the earlier of Provider's actual knowledge of the Service Outage or Provider's receipt of notice from Customer of the Service Outage, and end when the Service is operational and in material conformance with the applicable Specifications, as documented by Provider's records. Notwithstanding anything to the contrary in this Supplement, in the Agreement or in any Service Order, in no event shall a Service Outage or failure to meet any objectives or parameters under this Supplement be deemed to be or constitute a breach by Provider of this Supplement, the Agreement or any Service Order.

7.3 Service Credits. The number of minutes of separate and discrete Service Outages will not be accumulated to determine the percentage of Service Credit. Service Credits hereunder are calculated as a percentage of the MRC set forth in the Service Order, and may not be applied to usage charges, government fees, taxes, or surcharges, or any third party charges passed through to Customer by Provider. Service Credits issued to Customer hereunder shall be Customer's sole and exclusive remedy at law or in equity on account of any Service Outage and/or failure to meet any objectives or parameters set forth in this Supplement. Notwithstanding anything to the contrary herein, the above-stated Service Credits shall not apply to Off-Net Services, and in the event of a Service Outage or other failure of any Off-Net Service provided by Provider to Customer, Provider agrees to pass through a credit equal to the credit received by Provider from its underlying provider(s) for such Service Outage, in lieu of the above-stated Service Credits. In no event shall Provider's total liability for any and all

interruptions, disruptions, failures, and/or degradations in Service (including, without limitation, any Service Outage or failure to meet any objectives or parameters set forth in this Supplement) exceed one hundred percent (100%) of the MRC for the affected Service.

7.4 Service Credit Request. Customer must submit a written request to claim a Service Credit no later than thirty (30) days following the event which gives rise to Customer's right to request the Service Credit. Failure to request an allowance within such period shall constitute a waiver of any claim for a Service Credit.

7.5 Multiple Applicable Service Standards. If an incident affects the performance of the Service and results in a period or periods of interruption, disruption, failure or degradation in Service, entitling Customer to one or more credits under multiple service level standards, only the single highest credit with respect to that incident will be applied, and Customer shall not be entitled to credits under multiple service level standards for the same incident.

7.6 Events Excepted From Service Credit. Notwithstanding the foregoing, Customer shall not receive any Service Credit for any Service Outage, failure to meet any objectives or parameters hereunder, or delay in performing repairs, arising from or caused, in whole or in part, by any of the following events:

- a. Customer's (including its agents, contractors and vendors) acts or omissions;
- b. Failure on the part of Customer Equipment, End User equipment or Customer's vendor's equipment;
- c. Failure of electrical power not provided by Provider;
- d. Election by Customer, after requested by Provider, not to release the Service for testing and repair;
- e. Provider's inability to obtain access required to remedy a defect in Service;
- f. Scheduled maintenance periods;
- g. Scheduled upgrade of Service at the request of Customer;
- h. Force Majeure Event;
- i. Disconnection or suspension of the Service by Provider pursuant to a right provided under this Agreement; and/or
- j. Provider's inability to repair due to utility safety restrictions.

The Parties have executed this Supplement as of the last date of execution below.

CUSTOMER:

PROVIDER:

FIBER TECHNOLOGIES NETWORKS, L.L.C.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Fiber Specifications

1. **Type and Constitution.** Single-mode Fibers are made of high grade doped silica core surrounded by a silica cladding; and coated with a dual layer, UV-cured acrylic-based coating.

Properties	Units	Single Mode	Single Mode Enhanced	MetroCor	NZDSF
Glass Geometry					
Mode Field Diameter at 1310 nm	(μm)	9.2 \pm 0.4	9.2 \pm 0.4	N/A	N/A
Mode Field Diameter at 1550 nm	(μm)	10.4 \pm 0.8	10.4 \pm 0.8	8.1 \pm 0.5	9.2 \pm 0.8
Fiber Attenuation (Loose Tube/Ribbon)					
Maximum value at 1310 nm	(dB/km)	0.35/0.40	0.35/0.40	0.5	N/A
Maximum value at 1550 nm	(dB/km)	0.25/0.30	0.25/0.30	0.25/0.30	0.25/0.30
Polarization Mode Dispersion (PMD)					
Max. Ind. Fiber PMD @ 1550 nm	(ps/ $\sqrt{\text{km}}$)	\leq 0.2	\leq 0.2	\leq 0.2	\leq 0.2
PMD Link Value	(ps/ $\sqrt{\text{km}}$)	\leq 0.1	\leq 0.1	\leq 0.1	\leq 0.1

2. **Splicing Requirements**

- (a) Bi-directional splice value ("Splice Value") \leq 0.20 dB at 1550 nm. In exceptional cases, a Splice Value may be accepted if its value is higher than 0.20 dB at 1550 nm. An exception case is, for instance, when three (3) re-trials of a splice cannot improve the Splice Value. The Splice Value will be given by the equation:

$$\frac{(\text{Splice attenuation from A to B}) + (\text{Splice attenuation from B to A})}{2}$$

- (b) Splice attenuation average ("Splice Attenuation Average") \leq 0.15 dB at 1550 nm. The Splice Attenuation Average is given by:

$$\frac{\sum \text{Splice Values}}{\text{Number of splices in the Route Segment}}$$

- (c) It is recognized by the Parties that due to the use of ribbon fiber optic cable on some of the segments, the Splice Value of individual splices may exceed 0.20 dB. However, the Splice Attenuation Average for any Route Segment as designated in (b) above shall supersede all other splicing requirements in cases where Splice Values that 0.20 dB exist.

3. **Connectors**

- (a) Maximum Unitary ODF/S Connector (1 connector + 1 adapter + 1 connector)
 (b) Maximum Connector/pigtail loss. The attenuation contribution of each pigtail with associated connector is considered to be 1.0 dB, comprised of 0.8 dB connector loss and 0.20 dB splice loss (pigtail to cable splice).
 (c) Minimum connector return loss: 40dB at 1550 nm.



MASTER SERVICE AGREEMENT
CUSTOMER: CITY OF GROVE CITY, OHIO _____

This **MASTER SERVICE AGREEMENT** is effective as of the last date of execution below ("Effective Date") by and between **FIBER TECHNOLOGIES NETWORKS, L.L.C.** ("Provider"), and Customer (as named above). This Master Service Agreement, the General Terms and Conditions below, and any and all Supplements (as defined herein) and exhibits to this Master Service Agreement are collectively referred to as the "Agreement". Provider and Customer are collectively referred to as the "Parties" or individually as a "Party".

GENERAL TERMS AND CONDITIONS

1. SERVICES, SERVICE ORDERS, AND SUPPLEMENTS.

1.1 Services and Service Orders. This Agreement applies to each service provided by Provider to Customer (each a "Service"). Each Service will be specified in a service order executed by the Parties (each a "Service Order"). Purchase orders issued by Customer shall not be deemed to amend, modify or supplement this Agreement or any Service Order issued hereunder and shall not be legally binding on Provider unless otherwise agreed in writing by Provider.

1.2 Supplements. From time to time, the Parties may execute one or more supplements to these General Terms and Conditions each containing additional terms and conditions applicable to specific types of Services (each a "Supplement"). Upon execution by the Parties, each such Supplement shall be incorporated into and subject to the terms and conditions set forth in this Master Service Agreement.

1.3 Provider Affiliates. At Provider's option, Services may be provided by Provider, or by an Affiliate of Provider. In addition, Service Orders may be executed by an Affiliate of Provider, and in such event, any and all references to "Provider" herein shall be deemed to be a reference to the applicable Affiliate of Provider that executed such Service Order. The term "Affiliate" as used hereunder shall mean, with respect to either Party, any entity controlled by, in control of, or under common control with such Party.

2. TERM.

2.1 Agreement Term. The term of this Agreement commences on the Effective Date, and continues through the later of (i) three (3) years from Effective Date, or (ii) latest expiration of active Service Orders, unless earlier terminated as provided herein.

2.2 Service Term. The term (each a "Service Term") for each Service begins on the Acceptance Date (as defined below) applicable to such Service, and remains in effect until the expiration of the initial Service Term specified in the applicable Service Order, provided that the Service Term shall automatically extend for consecutive one-year renewal terms, unless either Party notifies the other of its intent not to renew at least ninety (90) days prior to the expiration of the then-current initial or renewal Service Term.

2.3 Acceptance Date. The "Acceptance Date" for each Service shall be the earliest of (a) the date on which Customer delivers written notice of acceptance, (b) the date on which Customer begins to use the Service, other than for testing purposes, or (c) the second (2nd) business day following Provider's delivery of notice of the installation of the Service (such notice, a "Connection Notice"), unless Customer notifies Provider in writing within said two-day period of a Defect in the Service, specifying in detail the nature of such Defect. A "Defect" exists if the Service fails to perform materially in accordance with its technical specifications as set forth in the applicable Supplement ("Specifications"). Upon receipt of notice of a Defect, Provider and Customer shall work cooperatively to promptly remedy such Defect, and Provider shall deliver another Connection Notice, whereupon the process described in the first sentence of this Section shall apply again. If the Acceptance Date is delayed as a result of any failure, act or omission of Customer, Provider will give Customer written notice to cure such failure within five (5) calendar days. If Customer fails to cure within such period, the Acceptance Date will be deemed to be the end of such five (5) calendar-day period.

3. PAYMENT TERMS.

3.1 Charges. Provider will invoice Customer for any non-recurring charge ("NRC") associated with the Service upon or after execution of the applicable Service Order. The monthly-recurring charge ("MRC") associated with the Service shall begin to accrue on the Acceptance Date of such Service. Provider will invoice Customer the MRC associated with the Service in advance, except Provider will invoice Customer usage based charges (if any) associated with the Service in arrears. An MRC for a partial month will be pro-rated. Customer shall be responsible for payment of the MRC for the entire Service Term specified in the applicable Service Order.

3.2 Payments; Late Payments. Customer shall pay each invoice within thirty (30) days of the date of the invoice (the "Due Date"), without setoff or deduction. In the event Customer fails to make any payment by the Due Date, Customer shall pay a late charge on all past due amounts at the rate of one and one-half percent (1.5%) per month, compounded monthly (or, if lower, the maximum rate allowed by law). Further, Provider shall be entitled to recover from Customer all collection costs, including attorney fees.

3.3 Disputed Payments. Customer may in good faith dispute charges set forth in an invoice, provided Customer notifies Provider of such dispute in writing no later than sixty (60) days after the date of the invoice. Failure of Customer to so notify Provider of any dispute shall constitute a waiver by Customer of any dispute. In the event Customer so disputes any amount in good faith, Customer must submit a

documented claim in writing for the disputed amount and pay the undisputed amounts in accordance with Section 3.2. Customer shall submit all documentation as may reasonably be required to support the claim. If the dispute is resolved in favor of Customer and Customer previously paid the disputed amount to Provider, Provider will apply a credit to Customer's account in the amount of the dispute in the next billing cycle. If the dispute is resolved in Provider's favor and Customer has withheld the disputed amount, Customer must pay the disputed amount (together with the late payment charge pursuant to Section 3.2) within five (5) business days following notice of the resolution of the dispute.

4. TAXES AND FEES. All charges set forth in Service Order(s) are exclusive of, and Customer shall be responsible for and agrees to pay, any and all applicable international, federal, state and local use, excise, sales, value added, consumption, gross receipts, access, franchise and other taxes, fees, assessments, duties and surcharges (including, without limitation, any universal service fund surcharge) in connection with the provision, sale or use of the Service or facility furnished to Customer (collectively referred to as "Taxes"). Customer shall not be responsible for, and Taxes will not include, taxes on Provider's net income. If Customer believes it is exempt from Taxes, Customer shall provide Provider with a valid and duly executed exemption certificate and any other information with respect to such exemption as Provider may require; such certificate will be honored from the date that Provider receives such certificate and additional information from Customer. If any such exemption is ruled invalid by the tax or governmental authority for any reason, Customer shall reimburse Provider for any Taxes, including without limitation any penalties and interest, arising from or in connection with such invalid claim of exemption.

5. PROVIDER EQUIPMENT AND NETWORK; CUSTOMER EQUIPMENT.

5.1 Provider Equipment; Provider Network. The telecommunications devices, apparatus and associated equipment owned, leased, or otherwise obtained by Provider to provide Services ("Provider Equipment") and Provider's fiber optic cable network and associated optical/electronic equipment used to deliver Services, whether owned, leased or otherwise obtained by Provider (the "Provider Network") shall remain the sole and exclusive property of Provider notwithstanding that it may be or become attached or affixed to real property, and nothing contained herein or in any Service Order grants or conveys to Customer any right, title or interest in any Provider Equipment or the Provider Network. Customer may not, and may not permit others to, alter, adjust, encumber, tamper, repair, rearrange, change, remove, relocate, or damage any Provider Equipment or the Provider Network without the prior written consent of Provider. Customer may not cause any liens to be placed on any Provider Equipment or the Provider Network, and will cause any such liens to be removed within ten (10) days of Customer's knowledge thereof. Customer shall be liable to Provider for any loss or damage to the Provider Equipment or Provider Network caused by Customer or Customer's employees, contractors, agents or end users. Nothing herein shall prevent Provider from using the Provider Network and Provider Equipment to provide service to other customers.

5.2 Extension of Network. To the extent a Service Order requires Provider to complete construction, extend the Provider Network and/or obtain additional Underlying Rights, Customer shall use commercially reasonable efforts to assist Provider in obtaining such Underlying Rights as necessary to provide the Service. Provider may, without liability to either Party, terminate a Service prior to delivery, if Provider encounters unexpected construction costs, or unavailability of or excess costs for Underlying Rights, that make the construction economically or legally unfeasible. Following the Acceptance Date of the Service, in the event that Provider is unable to maintain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Provider may cancel the applicable Service Order and shall incur no liability to Customer hereunder. Without limiting the foregoing, Provider shall not be deemed to be in breach of this Agreement for its failure to meet any anticipated Service installation or delivery date if such failure is caused, in whole or in part, by (i) a Force Majeure Event, (ii) failure to obtain, or delay in obtaining, any required Underlying Rights, (iii) construction delays, or (iv) any other circumstances beyond the control of Provider. "Underlying Rights" means any and all agreements, licenses, conduit use agreements, pole attachment agreements, leases, easements, building access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, maintain, operate, and repair the Provider Network and/or for Provider to provide a Service. Without limiting the foregoing, Underlying Rights include agreements for Off-Net Services that are necessary for Provider to provide a Service. "Off-Net Services" shall mean any services provided by a third-party. "On-Net Services" shall mean Services that use transmission and related facilities owned and controlled by Provider.

5.3 Customer Equipment. Customer shall, at its own expense, procure any equipment necessary to implement or receive Service ("Customer Equipment"). Provider will have no obligation to install, maintain, or repair Customer Equipment. Promptly upon notice from Provider, Customer shall eliminate any hazard, interference or Service obstruction that any such Customer Equipment is causing or may cause as reasonably determined by Provider.

6. MAINTENANCE.

6.1 Scheduled Maintenance. Provider will endeavor to conduct (or cause to be conducted) scheduled maintenance that is reasonably expected to interrupt Service between 12:00 midnight and 6:00 a.m. local time or, upon Customer's reasonable request, at a time mutually agreed to by Customer and Provider. Provider will use commercially reasonable efforts to notify Customer of scheduled maintenance that is reasonably expected to interrupt Service via telephone or e-mail, no less than five (5) days prior to commencement of such maintenance activities. Customer shall provide a list of Customer contacts for maintenance and escalation purposes, which may be included on the Service Orders, and Customer shall provide updated lists to Provider, as necessary.

6.2 Emergency Maintenance. Provider may perform emergency maintenance in its reasonable discretion, with or without prior notice to Customer, to preserve the overall integrity of the Provider Network. Provider will notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts a Service.

6.3 Service Issues. Customer may notify Provider's Network Operating Center ("NOC") of Service problems by telephone 888-LT-FIBER, or at the contacts listed in Provider's Customer Support Information provided to Customer, which may be updated by Provider from time to time. If Provider dispatches a field technician to Customer or an end-user location and the problem is caused by (i) the Customer Equipment or any end-user's equipment or (ii) any acts or omissions of Customer or its end user, or of any of its or their invitees, licensees, customers or contractors, Customer will pay Provider for any and all associated time and materials at Provider's then-standard rates.

7. IMPLEMENTATION REQUIREMENTS.

7.1 Access. Unless otherwise provided for in the applicable Service Order, Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses or other agreements necessary to allow Provider to use pathways into and in each building at which Customer's or its end-user's premises is located, to the Demarcation Point. Such access rights shall grant to Provider the right to access such premises twenty-four (24) hours a day, seven (7) days a week to install, maintain, repair, replace and remove any and all equipment, cables or other devices Provider deems necessary to provide the Service. Upon expiration or termination of the applicable Service Term, Customer shall grant Provider access to its premises as necessary to enable Provider to remove the Provider Equipment. Provider, its employees, contractors and agents shall have access to any Provider Equipment or facilities at a Customer or end user premises. Notwithstanding anything to the contrary herein, Provider shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Provider prompt access) and/or caused by any notice or access restrictions or requirements. "Demarcation Point" shall mean the network interface point where Provider hands off the Service to Customer. The Demarcation Point delineates where responsibility for the Parties' respective networks, equipment and/or maintenance obligations begin and end. Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

7.2 Space and Power. Customer shall procure and make available to Provider, at Customer's locations and at end user locations where a Service is provided, at Customer's sole cost and expense, adequate space, AC power and HVAC for Provider Equipment.

7.3 Property Owner Not Liable. Neither Customer nor any of Customer's end-users shall have any recourse against any property owner or property manager of any premises to which any Service is delivered and/or at which Provider's Network or Equipment is located, as a result of or in reliance upon this Agreement. Without limiting the foregoing, this provision shall not be construed to impose any liability on Provider, nor shall Provider have any liability, for or on behalf of such property owner or property manager.

8. DEFAULT & REMEDIES

8.1 Default By Customer; Suspension. In the event (i) Customer fails to timely and fully make any payment required hereunder, and such payment breach is not cured within five (5) days after written notice thereof, or (ii) Customer breaches any other provision of this Agreement and such breach is not cured within thirty (30) days after receipt of written notice thereof, then Provider may, at its sole option, either (a) terminate any and all Services, (b) suspend the affected Service to which the breach is related without further notice to Customer, and/or (c) pursue any other remedies available to Provider at law, or in equity.

8.2 Default By Provider. Customer may terminate a Service in the event Provider breaches this Agreement with respect to such Service and such breach is not cured within thirty (30) days after Provider's receipt of written notice thereof, provided that if a breach subject to this Section 8.2 cannot be cured within thirty (30) days, but is capable of being cured within a reasonable time thereafter, then Customer may not terminate the Service if Provider commences to cure within said thirty (30) days and thereafter diligently and continuously pursues such cure to completion, or Provider provides Customer reasonable assurance that the same breach to the same Service will not subsequently occur.

8.3 Disconnection Requests. Customer shall submit all requests for disconnection of Services in writing to Provider. Such disconnection effective date will be the later of (i) thirty (30) days from Provider's receipt of such disconnection request, or (ii) the date requested by Customer in the disconnection request. Each disconnection request must specify the Customer name and address, email address and telephone number of the person authorizing the disconnect, the circuit ID for the Service to which the disconnect request applies, the service type, and requested disconnection date. Upon termination of a Service, Provider shall have the right (but not the obligation) to act on behalf of and as agent for Customer to terminate all cross-connects relating to such Service, including cross-connects ordered by Customer. Upon request Customer shall confirm to the applicable supplier of the cross-connect(s) that Provider is authorized to terminate such cross-connects on Customer's behalf.

9. INSURANCE.

9.1 Insurance. Each Party shall procure and maintain the following insurance coverage:

- Commercial General and Umbrella Liability Insurance. Commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$5,000,000 for each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract;
- Workers Compensation Insurance. Workers compensation and employers liability insurance as required by the laws and regulations applicable to the employees who are engaged in the performance of any activities hereunder or under a Service Order.

9.2 Type and Proof of Insurance. The insurance coverage required by this Section 9 shall be obtained on an occurrence basis from carriers having a Best Rating Service rating of A- or better. Upon request, a Party will provide the other Party a certificate of insurance or other proof of such insurance.

10. LIMITATION OF LIABILITY; INDEMNIFICATION.

10.1. LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OF DATA, OR LOST BUSINESS, REVENUE, PROFITS OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE OR ANY SERVICE ORDER, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S TOTAL LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT FOR ANY AND ALL CAUSES OF ACTION AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, SHALL BE LIMITED TO THE LESSER OF: (A) PROVEN DIRECT DAMAGES OR (B) THE AGGREGATE AMOUNT OF PAYMENTS MADE BY CUSTOMER TO PROVIDER FOR THE AFFECTED SERVICE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CIRCUMSTANCES GIVING RISE TO THE CLAIM OCCURRED. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE ACTS OR OMISSIONS OF THIRD PARTIES, INCLUDING UNDERLYING SERVICE PROVIDERS, OR ANY THIRD-PARTY EQUIPMENT OR SERVICES NOT PROVIDED BY PROVIDER.

10.2. Indemnification. Except to the extent of the other Party's negligence or willful misconduct, each Party shall indemnify, defend, release, and hold harmless the other Party, its Affiliates, directors, members, officers, employees, managers, agents, representatives, and contractors (collectively, "Indemnitees") from and against any third-party action, claim, suit, judgment, damage, demand, loss, or penalty, and any cost or expense associated therewith (including but not limited to reasonable attorneys' fees, expert fees and costs) (collectively, "Claims") imposed upon such Indemnitee(s) by reason of damage to real or tangible personal property or for bodily injury, including death, as a result of any act or omission on the part of the indemnifying Party in connection with the performance of this Agreement. In addition to the foregoing, Customer shall indemnify, defend, release, and hold harmless Provider and its Indemnitees from and against any third-party Claims brought against such Provider and its Indemnitees arising from or in connection with Customer's (or its end users') unlawful use of a Service.

10.3. Indemnification Process. If a Party ("Indemnifying Party") is required to indemnify the other Party ("Indemnified Party") pursuant to Section 10.2, the Indemnified Party shall promptly notify the Indemnifying Party. The Indemnifying Party will be permitted to assume primary control of the defense of the action with counsel of the Indemnifying Party's choice. The Indemnified Party will cooperate in the defense of the action as requested by the Indemnifying Party. The Indemnified Party may, but shall not be required to, participate in the defense of the action with its own counsel, at its own expense. The Indemnifying Party will assume the cost of the defense on behalf of the Indemnified Party and its Affiliates (other than the expense of Indemnified Party's counsel pursuant to the immediately preceding sentence) and will pay all expenses and satisfy all judgments which may be incurred or rendered against the Indemnified Party or its Affiliates in connection therewith, provided that the Indemnifying Party shall not enter into or acquiesce to any settlement containing any admission of or stipulation to any guilt, fault, or wrongdoing on the part of the Indemnified Party or which would otherwise adversely affect the Indemnified Party without the Indemnified Party's written consent.

11. REPRESENTATIONS AND WARRANTIES.

11.1 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS, IMPLIED OR STATUTORY, AND PROVIDER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, (i) NON-INFRINGEMENT, (ii) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND (iii) PERFORMANCE OR INTEROPERABILITY OF THE SERVICE WITH ANY CUSTOMER OR END-USER EQUIPMENT. NO WARRANTY IS MADE OR PASSED ON WITH RESPECT TO ANY SERVICES PROVIDED BY OR FURNISHED BY ANY THIRD PARTY.

11.2 Each Party represents and warrants to the other that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, (b) it will comply with all applicable federal, state and local laws, statutes, rules and regulations in connection with the provision and use of the Services, and (c) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against such Party in accordance with its terms.

12. CONFIDENTIALITY; SERVICE MARKS; PUBLICITY.

12.1 Confidentiality. Neither Party, without the other Party's prior written consent, shall disclose to any third party, including but not limited to its customers or prospective customers, any information supplied to it relating to the disclosing Party, its Affiliates, and/or its customers by the other Party which has been designated as confidential, proprietary or private or which, from the circumstances, in good faith should be treated as confidential ("Proprietary Information"). Proprietary Information shall not include any of the following: (i) information that has been, or is subsequently, made public by the disclosing Party; (ii) information that is independently developed by the receiving Party; and (iii) information that has been previously known by or disclosed to the receiving Party by a third party not bound by confidentiality restrictions. Pricing information exchanged in connection with this Agreement, or included in any Service Order hereunder, is hereby designated as confidential without further obligation on the part of either Party to mark or designate it as such. Neither Party shall permit any of its employees, Affiliates or representatives to disclose Proprietary Information to any third person, and it shall disclose Proprietary

Information only to those of its employees, Affiliates, and representatives who have a need for it in connection with the use or provision of Services required to fulfill this Agreement. If a receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then to the extent permitted by applicable law, such receiving Party shall provide the disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. Upon receipt of written notice of the requirement to disclose Proprietary Information, the disclosing Party, at its expense, may then either seek appropriate protective relief in advance of such requirement to prevent all or part of such disclosure or shall waive the receiving Party's compliance with the requirements of the foregoing sentence with respect to all or part of such Proprietary Information.

12.2 Service Marks, Trademarks and Publicity. Neither Party shall: (a) use the name, service mark, trademark, trade name, logo, or trade dress of the other Party; or (b) refer to the other Party in connection with any advertising, promotion, press release or publication, unless it obtains the other Party's prior written approval.

13. ASSIGNMENT. Neither Party will assign or transfer this Agreement without the other Party's prior written consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement upon notice and without the other Party's consent to a person or entity (i) that controls, is controlled by or is under common control with the assigning Party, (ii) which purchases all or substantially all of its assets or equity, or (iii) resulting from any merger, consolidation or other reorganization involving such Party. Moreover, and notwithstanding anything to the contrary herein, Provider may freely assign or pledge its rights hereunder to one or more lenders for financing purposes.

14. FORCE MAJEURE. Neither Party shall be liable, nor shall any credit or other remedy be extended, for any delay or failure to fulfill any obligation under this Agreement or any Service Order due to any cause beyond a Party's reasonable control, including, but not limited to: acts of God, flood, extreme weather, fire, natural calamity, terrorism, any moratorium, law, order, regulation, action or inaction of any governmental entity or civil or military authority, power or utility failures, fiber or cable cuts caused by third parties, unavailability of rights-of-way, national emergencies, insurrection, riots, wars, strikes, lock-outs, work stoppages or other labor difficulties, pole hits, or material shortages (each a "Force Majeure Event").

15. NOTICES. All notices, requests, or other communications (excluding invoices) shall be in writing and either transmitted via (i) overnight courier or hand delivery, (ii) certified or registered mail, postage prepaid and return receipt requested, or (iii) e-mail, with a requested delivery or read receipt, to the Parties at the following addresses. Notices shall be deemed delivered upon receipt.

Address for Customer Notices:

Address for Provider Notices:

Lightower Fiber Networks
80 Central Street
Boxborough, MA 01719
Attention: Chief Operating Officer
Email: jcampbell@lightower.com

With a copy to:
Lightower Fiber Networks
80 Central Street
Boxborough, MA 01719
Attention: General Counsel
Email: dmayer@lightower.com

A Party may change the address for notices by notice to the other Party provided pursuant to this Section 15.

16. MISCELLANEOUS

16.1 Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law principles.

16.2 No Third-Party Beneficiaries. The covenants, undertakings, and agreements set forth in this Agreement are solely for the benefit of and enforceable by the Parties or their respective successors or permitted assigns. It is the explicit intention of the Parties hereto that no person or entity other than the Parties (and, with respect to the provisions of Section 10, the Indemnitees) is or shall be entitled to any legal rights under this Agreement.

16.3 Relationship of the Parties. The relationship between the Parties hereunder is not that of partners or agents for one another and nothing contained in this Agreement shall be deemed to constitute or create a partnership, joint venture or similar relationship. Nothing in this Agreement shall be construed to authorize either Party to represent the other Party for any purpose whatsoever without the prior written consent of such other Party.

16.4 Order of Precedence. If any conflict or contradiction exists between these general terms and conditions and a Supplement, the terms of a Supplement will control. If any conflict or contradiction exists between a Supplement and the terms of a Service Order, the terms of the Service Order will control. If any conflict or contradiction exists between these general terms and conditions and the terms of a Service Order, the terms of the Service Order will control.

16.5 Non-Exclusivity. This Agreement is non-exclusive. Both Parties may enter into similar arrangements with others, and Provider may, as part of its normal business undertakings, actively market its services to any person or entity anywhere in the world, including but not limited to in competition with Customer and/or Customer's end users.

16.6 Non-Waiver. The waiver by any Party hereto of a breach or a default under any of the provisions of this Agreement, any Supplement or any Service Order, or the failure of any Party, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall not thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provision, right or privilege hereunder.

16.7 Survival. The terms and provisions contained in this Agreement that by their nature and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance and termination or early termination of this Agreement, including, without limitation, provisions for indemnification, confidentiality, and the making of payments due hereunder.

16.8 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

16.9 Severability; Void or Illegal Provisions. If any part of this Agreement, Supplement or a Service Order shall be determined to be invalid or unenforceable by a Court of competent jurisdiction, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of this Agreement or such Service Order. The remainder of this Agreement will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties. The Parties will replace the severed provision with a provision that reflects the initial intention of the Parties.

16.10 Entire Agreement; Amendment. This Agreement, including all Supplements, Service Orders, exhibits and addenda attached hereto is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings and agreements, whether oral or written, with respect to such subject matter. This Agreement may be amended only by a written instrument executed by the Parties.

16.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The Parties agree that fully-executed electronic copies or facsimile copies of this Agreement and corresponding Service Orders are legally binding and shall act as originals for the purpose thereof.

The Parties have executed this Agreement as of the last date of execution below.

CUSTOMER:

By: _____
Print Name: _____
Title: _____
Date: _____

**PROVIDER:
FIBER TECHNOLOGIES NETWORKS, L.L.C.**

By: _____
Print Name: _____
Title: _____
Date: _____

Date: 03/28/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Rauch
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-28-16
1st Reading: 04/04/16
Public Notice: 04/07/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-28-16

AN ORDINANCE TO GRANT AN EXCEPTIONAL CIRCUMSTANCE FOR 3946 BROADWAY TO INCREASE THE MAXIMUM AWARD UNDER THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM

WHEREAS, on June 19, 2013, Council approved Ord. C-29-13, replacing Exhibit A of the Town Center Commercial Revitalization Grant Program; and

WHEREAS, the replaced Exhibit A provides, in part, that an exceptional circumstance may be granted by City Council to address the "percentage of matching funds" and to increase the maximum award amount for a specific Project"; and

WHEREAS, an exceptional circumstance under the Program may be established where the project merits "special consideration"; and

WHEREAS, "special consideration" may be found when a minimum of three of the following criteria are satisfied: (1) proposed improvement will substantially enhance the vitality and appearance of Town Center; (2) proposed improvement will result in creation of jobs; (3) proposed improvement will result in the leveraging of additional economic investment and/or activity; (4) proposed improvement will result in the utilization of sustainable building and site design concepts; (5) proposed improvement will result in the attainment of a needed service or goal as set forth in the Town Center Plan, (6) proposed improvement will result in the maintenance and enhancement of exterior structures and their interior facilities; and (7) proposed improvement will result in the update of building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants; and

WHEREAS, a current business owner in the Town Center wishes to undertake and complete a significant renovation and modernization of the property located at 3946 Broadway; and

WHEREAS, upon the completion of this project, it will result in the creation of additional jobs and establishment of a new destination for the Town Center; and

WHEREAS, the current business owner of the property located at 3946 Broadway has made application and is seeking a finding of an exceptional circumstance to obtain a grant in excess of maximum award.

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

SECTION 1. This Council finds that special considerations have been satisfied and hereby grants an exceptional circumstance to 3946 Broadway making it eligible for a lump sum award of \$50,000.00 to be used toward program eligible projects under the Town Center Commercial Revitalization Grant Program. No grants will be approved for this property for 2017 and 2018.

SECTION 2. This ordinance shall go into effect at the earliest opportunity provided by law.

Date: C-29-16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-29-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-29-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TIME WARNER COMMUNICATIONS FOR DATA CONNECTIVITY

WHEREAS, in 2014, Council approved Ordinance C-81-14 for a multi-year agreement with Time Warner Communications for data connectivity with the City's data center; and

WHEREAS, at that time, the cost per month was approximately \$2,500.00; and

WHEREAS, under the current State bid term pricing, the cost is now \$1,200.00 per month for 5 years; and

WHEREAS, in an effort to save costs, the City wishes to end the current agreement and enter into a new 5-year agreement with Time Warner Communications; and

WHEREAS, because the new agreement with Time Warner Communications exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute a new multi-year agreement with the Time Warner Communications for data connectivity under the new State bid terms.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

**AMENDMENT 2
TO
SERVICE ATTACHMENT 1
BY AND BETWEEN
TIME WARNER CABLE
AND
THE STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**

This **Amendment Number 2** ("Amendment") is entered into by and between the **State of Ohio, Department of Administrative Services, Office of Information Technology** ("the State") and **Time Warner Cable Enterprises LLC, successor in interest to Time Warner Entertainment Company, L.P.** ("Vendor"), and sets forth additional and amended terms and conditions that shall apply to the **Master Service Agreement (MSA)** of September 2, 2009 ("Agreement"), by and between the State and Vendor and such Agreement including **Service Attachment #1** having an effective date of September 2, 2009, as amended by Amendment 1 to Service Attachment 1, having an effective date of May 14, 2012 ("Service Attachment 1"). The State and Vendor are referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the State and Vendor mutually desire to amend Service Attachment 1 as further described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. The tables set forth in Section 5.1.3 of Service Attachment 1, as amended by Amendment 1 to Service Attachment 1, are hereby deleted in their entireties and replaced with the table set forth immediately below:

E-Line Point-to-Point Ethernet Connection Service Pricing Schedule

Port Speed (Mbps)	MRC Month to Month	MRC 12 Month Term	MRC 24 Month Term	MRC 36 Month Term	MRC 48 Month Term	MRC 60 Month Term	Non- Recurring Installation Fee	Non- Recurring Construction Costs²
1.5	\$ 493	\$ 411	\$ 342	\$ 298	\$ 259	\$ 225	Waived	ICB
3	\$ 602	\$ 502	\$ 418	\$ 364	\$ 316	\$ 275	Waived	ICB
5	\$ 657	\$ 548	\$ 456	\$ 397	\$ 345	\$ 300	Waived	ICB
10	\$ 764	\$ 637	\$ 531	\$ 462	\$ 401	\$ 349	Waived	ICB
20	\$ 821	\$ 684	\$ 570	\$ 496	\$ 431	\$ 375	Waived	ICB
25	\$ 876	\$ 730	\$ 608	\$ 529	\$ 460	\$ 400	Waived	ICB
50	\$ 1,073	\$ 894	\$ 745	\$ 648	\$ 564	\$ 490	Waived	ICB

100	\$ 1,095	\$ 913	\$ 760	\$ 661	\$ 575	\$ 500	Waived	ICB
200	\$ 1,456	\$ 1,214	\$ 1,011	\$ 879	\$ 765	\$ 665	Waived	ICB
300	\$ 1,643	\$ 1,369	\$ 1,141	\$ 992	\$ 863	\$ 750	Waived	ICB
400	\$ 1,796	\$ 1,497	\$ 1,247	\$ 1,084	\$ 943	\$ 820	Waived	ICB
500	\$ 1,971	\$ 1,643	\$ 1,369	\$ 1,190	\$ 1,035	\$ 900	Waived	ICB
1000	\$ 2,628	\$ 2,190	\$ 1,825	\$ 1,587	\$ 1,380	\$ 1,200	Waived	ICB
2000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
3000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
4000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
5000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB
10000	ICB	ICB	ICB	ICB	ICB	ICB	ICB	ICB

2. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall control in a manner consistent with Section 1.15 of the Agreement. Except as herein modified, all terms, provisions and conditions of the Agreement, including Service Attachment 1 shall remain in full force and effect, and shall govern the obligations of the State and Vendor.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers or representatives. Amendment is effective the date the State's duly authorized representative signs on behalf of the State, ("Amendment Effective Date").

TIME WARNER CABLE ENTERPRISES LLC



Signature

Troy Dixon

Printed Name

VP Sales

Title

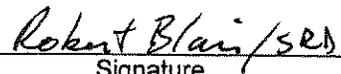
3/7/14

Date

13-36666-92

Federal Tax ID

**STATE OF OHIO,
DEPARTMENT OF ADMINISTRATIVE
SERVICES**



Signature

Robert Blair/srd

Printed Name

DAS Director
Assistant Director/CIO

Title

3/26/14

Amendment Effective Date

Date: 03/28/16
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: _____

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

RESOLUTION CR-16-16

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH JACKSON TOWNSHIP FOR THE PROVISION OF IT SERVICES FOR JACKSON TOWNSHIP

WHEREAS, the City and Township have been looking for ways to collaborate to save money and increase efficiencies; and

WHEREAS, the City already provides dispatching services for the Township fire and EMS; and

WHEREAS, under this proposed agreement, the City would assume all of the IT responsibilities for the Township; and

WHEREAS, the fees paid by the Township for these services will help offset any additional City staffing that may be needed.

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

SECTION 1. The City Council hereby authorizes the City Administrator to execute an intergovernmental agreement with Jackson Township to provide IT services with the Township as generally set forth in Exhibit A.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

CR-16-16
Exhibit A

MASTER SERVICES AGREEMENT

This Master Services Agreement for information technology services is entered into by and between the City of Grove City, an Ohio municipal corporation, with offices at 4035 Broadway, Grove City, Ohio 43123 ("Grove City") and Jackson Township an Ohio township with offices at 3756 Hoover Road, Grove City, Ohio 43123 ("Client"), as of the Effective Date of March 1, 2016 ("Effective Date").

In consideration of the mutual promises and agreements made herein and intending to be legally bound, Grove City and Client agree that Grove City shall provide Services and Products to Client upon the following terms and conditions:

1. Services, Products and Expenses Overview

A. Service Attachments: Except for Supplemental Services, unless otherwise agreed to in writing by both parties, all Services, Products, Fees and Expenses to be delivered by Grove City to Client are limited to those described in a Service Attachment, and any amendments thereto. In the event of any conflict between the provisions of a Service Attachment and this Master Services Agreement, the specific provisions contained in the Service Attachment shall control.

B. Supplemental Services and Products: From time to time, Grove City, with Client's prior approval, may provide Client with Supplemental Services, at Grove City's then-current rates.

2. Change Requests

A. If Client desires a change in Services or Products (if applicable) delivered under a Service Attachment, Client shall deliver to Grove City a Change Request. Upon receipt of a Change Request, Grove City shall, within ten (10) business days of receipt, review and return the Change Request to Client along with a Service Attachment amendment setting forth the revised deliverables and Fees, including the cost of the change and the impact of the change upon the Services delivery schedule, if any.

B. Client shall, within five (5) business days thereafter, review Grove City's comments, and return to Grove City an original, properly executed Service Attachment amendment.

C. Upon a complete and timely acceptance by Client, Grove City shall implement the changes per the amended Service Attachment. No changes shall be effective until an amended Service Attachment is properly executed by Client and Grove City, and Client agrees to pay any Fees due as a result of the amendment. Grove City shall invoice Client for all fees that are incurred as a result of the amendment, and Client shall pay these invoices in accordance to the terms and conditions set forth in Section 9 below.

D. If Client does not timely accept the Grove City's proposed Service Attachment amendment, the Change Request shall be deemed rejected and withdrawn by Client. All

then-existing Service Attachments shall remain in full force and effect until their natural expiration, or earlier termination, in accordance with their terms and the terms of this Agreement.

3. Client Responsibilities

A. Client's use of the Services shall comply with all applicable laws and regulations, the terms of this Agreement, and;

B. The following terms in this Section 3(B) shall apply only to Service Attachments with the words "Managed Services" or "Hosted Services" or "Cloud Services" in the title of the Service Attachment:

1. Client shall maintain the Equipment and Covered Devices free and clear of all liens and encumbrances and shall be responsible for loss or damage to the Equipment and Covered Devices while at the Client's Site.

2. As between the parties, Client is solely responsible for (a) all use (whether or not authorized) of a Service, which use shall be deemed Client's use for purposes of this Agreement; and (b) all content that is stored or transmitted via a Service. Client shall not upload, post, transmit or otherwise make available on or via a Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, threatening, abusive, obstructive, harassing, libelous, invasive of privacy or publicity rights, that in the circumstances would be obscene or indecent, that constitutes hate speech, that is otherwise offensive or objectionable, or that encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or regulation. Grove City may remove, or demand the removal of, content that in its judgment violates these standards. The foregoing paragraph is inapplicable to law enforcement officials performing authorized law enforcement activities.

3. Client agrees to: (a) conform its Covered Devices and Software to Jackson Township's then-current Network specifications and system requirements for the Services; (b) allow Grove City, at its sole opinion and in its sole discretion, to monitor Client's traffic and content on its Network, including through the use of automatic content filters (including without limitation spam, virus and adult language sniffers and filters). Grove City shall have the right but not the obligation, to upgrade, modify and enhance the Equipment (including related firmware) and the Services and take any action that Grove City deems appropriate to protect the Equipment, Services and its facilities. No upgrade, modification, or enhancement will be made without Client's prior written consent, which shall not be unreasonably withheld; (c) provide Client staff to act as Grove City's "smart hands" to perform simple On-Site tasks; and (d) participate in Grove City's annual Client Satisfaction Survey.

4. Acceptable Use Policy ("AUP")

A. The following terms in this Section 4 shall apply only to Service Attachments with the words "Managed Services" or "Hosted Services" or "Cloud Services" in the title of the Service Attachment.

B. The Service may be used only for lawful and appropriate purposes. Client and its Users may not transmit, retransmit, redirect, or store material in violation of federal or state laws or regulations or industry or community standards, including, but not limited to, obscenity, indecency, defamatory or material infringing trademarks or copyrights. Client and its Users may not abuse or fraudulently use the Service or Equipment, nor allow such use by other parties given access to Client's equipment. The foregoing paragraph is inapplicable to law enforcement and fire officials performing authorized activities, including certain public safety functions typical of Fire and Rescue personnel, their training and normal operations. The following illustrate some, but not all, uses that are prohibited under this Acceptable Use Policy:

1. Child Pornography: It is illegal under federal and state child exploitation statutes to possess, produce, receive, transport or distribute by any means, including computer, visual depictions of "sexual intercourse" and /or "sexually explicit conduct" involving persons under the age of 18.

2. Inappropriate Content: Using the services to transmit, distribute, redirect, or store material that, as reasonably determined by Grove City, is inappropriate, obscene, defamatory, libelous, threatening, abusive, hateful or which contains or incites violence.

3. Denial of Service: Engaging in activity that may or will interfere with the Service of another user, host or network on the Internet. Users are also prohibited from activity considered a precursor to attempted security violations including, but not limited to, any form of scanning, probing, or other testing or information gathering activity, without prior express written consent from Grove City.

4. Distribution of Viruses: Intentional distribution of software, programs or messages that may cause damage or annoyance to persons, data, and /or computer systems. Hosts not timely secured or removed by Client may be blocked by Grove City from accessing the Network.

5. Forging Headers: Forging or misrepresenting a message header of an electronic transmission originating or passing through Grove City's Network.

6. E-mail Spamming [or Mail-bombing]: The transmitting of unsolicited e-mail to multiple recipients, sending large amounts of e-mail repeatedly that annoys, harasses or threatens another person or entity, or attempts to use Grove City servers as a mail drop or name server for SPAM. Sending unsolicited bulk e-mail from another Internet service provider's network advertising or implicating any

Service hosted or provided by Grove City, including without limitation e-mail, web hosting, FTP and DNS services. The sending of e-mail with added words/characters in an attempt to bypass Bayesian filters is prohibited. For bulk e-mailers on the Grove City Network removal of complainants is required, as is the creation of a master no-send list. Bulk e-mailers may also be required to provide the complete confirmed opt-in information for each complainant within 24 hours of the request. Bulk e-mailers will also be required to demonstrate a definitive prior business relationship between the sender and the recipient. Utilizing a Client affiliate program to generate leads makes Client responsible for the actions of its Affiliates. This control includes, but is not limited to, blocking Affiliate links and sending the affiliate traffic to a 404 error type page.

7. Fraudulent Activities: Fraudulent activities include, but are not limited to, intentional misrepresentations or misleading statements, writings or activities made with the intent that the person receiving it will act upon it; obtaining services with the intent to avoid payment; and hosting of phishing websites.

8. Unauthorized Access: Unauthorized access includes, but is not limited to, the illegal or unauthorized access to other computers, accounts, or networks; accessing or attempting to access computer resources belonging to another party; attempting to penetrate security measures of other systems; using Grove City Services not included in Client's contract; devising ways to circumvent security in order to access unsubscribed Services; using the Services in a manner that encumbers disk space, processors or other system resources beyond amounts allowed by the specific type of Service; and/or interfering with a Service, overloading a Service or attempting to disable a host not assigned to Client.

9. Network Sabotage: Use of Grove City Equipment and Services in a manner that interferes with others' use of the Internet or Grove City's Network.

10. Pyramid Schemes: Use of a fraudulent system of achieving financial gain, which requires an endless stream of recruits for success.

11. Unlawful Acts: Use of Grove City Equipment and Services to violate the law or to aid any unlawful act.

12. Non-e-mail Based Spamming: Posting of messages to newsgroups/blogs/services that are irrelevant, blanket posting of messages to multiple newsgroups/blogs/services, and the posting of annoying, harassing and/or threatening messages. Violation of any rules, policies or charters posted online by any search engine, subscription web service, chat area, bulletin board, webpage, or any other service accessed via the Grove City Network is prohibited.

13. Facilitating a Violation of this AUP: Advertising, transmitting, or otherwise making available any software, program, product, or Service that is designed to allow a user to violate this AUP. This includes, but is not limited to, the

facilitation of the means to spam, initiation of pinging, flooding, mail bombing, denial of service attacks, and piracy of software.

14. Blacklisting: Behavior by a Client that causes or could cause blacklisting must be remedied within 48 hours of written, electronic or telephonic notice from Grove City. Activities that result in re-listing are prohibited and must be stopped immediately. Known spammers, previously unidentified, will be removed from the network once identified.

C. Violations and Enforcement. If and/or when the City becomes aware of an issue under this Section, the City will contact the Township to discuss the issue and possible resolutions. At Grove City's sole and reasonable discretion, violations of any element of this AUP may result in a warning to the offender followed by suspension or termination of the Service if Client does not cease the violation. Grove City may immediately suspend or terminate Service with or without notice if Grove City reasonably determines that a violation of the AUP has occurred. Grove City will enforce this AUP according to the severity of the offense and violator's history of prior AUP infringements. Severe and/or repeated offenses will result in immediate termination of Service. Grove City is not liable for damages of any nature suffered by any Client, end-user, or any Third-Party resulting in whole or in part from Grove City exercising its rights under this AUP. Grove City has no practical ability to monitor all conduct, communications, or content that might violate this AUP prior to its transmission over the Grove City Network but, where possible and necessary, may do so at its discretion. Therefore, Grove City does not assume liability for others' violations of the AUP or failures to terminate those violations. Grove City reserves the right to assess time and materials charges to resolve Client issues that are not resolved by the Client in a timely manner.

D. Because Grove City acts only as a conduit for transmission of data it is not subject to the Health Insurance Portability and Accountability Act (as per 65 FR 82476), or Gramm-Leach-Bliley Act (as per 16 C. F. R. § 314. 2(d)); Client is solely responsible for complying with such statutes, rules and regulations.

E. Grove City reserves the right to modify this AUP at any time without prior notification to Client. However, such amendment shall not restrict or negatively affect any law enforcement officer engaging in authorized law enforcement research or activities.

F. TO REPORT A VIOLATION OF THIS AUP OR AN ABUSE OF GROVE CITY'S SERVICES, PLEASE CONTACT: The City of Grove City Department of Information Systems via email at: helpdesk@grovecityohio.gov or by phone at 614-277-1710.

5. Master Services Agreement Term

Unless terminated as described in Section 6 below, the term of this Master Services Agreement shall begin on the Effective Date and continue in full force and effect until such time as: (a) all Service Attachments between Client and Grove City have expired or

been terminated; and (b) Client will not require future Services, Supplemental Services, or Products (if applicable) from Grove City.

6. Master Services Agreement Termination

If (i) all Service Attachments are inactive due to expiration, or have terminated upon their terms, or have been terminated, as allowed under Section 8 below and (ii) Client will not require future Services or Products (if applicable) from Grove City, then either party may terminate this Agreement, by delivering prior written notice to the other party at least thirty (30) days prior to the desired termination date. Otherwise this Agreement shall remain in full force and effect until conditions (i) and (ii) above are met and proper notice has been given.

7. Service Attachment Term

A. Each Service Agreement shall be effective for one (1) year from its Effective Date.

B. Unless terminated as provided in Section 8 below, each Service Agreement shall, on its anniversary, automatically renew for a successive term ("Renewal Term"); ninety (90) days prior to the Renewal Term commencing, Grove City shall provide written notification to Client of any proposed fee adjustments, and Grove City and Client then shall negotiate, in good faith, any potential changes in fees for each service provided under a Service Attachment.

8. Service Attachment Termination

A. A Service Attachment may be terminated prior to the expiration of any Term, without liability except for Service Fees owed to Grove City as set forth in the Service Attachment through the date of termination), upon any of the following bases:

1. By the written agreement of both parties at any time;
2. For defaults other than those relating to Client's payment obligations under a Service Attachment or Section 9 herein, either party may terminate a Service Attachment upon thirty (30) days written notice of the other party's material breach of the Service Attachment, provided that such material breach is not cured within thirty (30) days following one party notifying the other party of such breach;
3. Upon a default of any of Client's payment obligations under a Service Attachment or Section 9 herein, Grove City shall have the right to immediately terminate the Service Attachment.

B. Upon the termination or expiration of a Service Attachment: (a) Grove City's obligations thereunder shall cease; (b) Client promptly shall pay all amounts due and owing to Grove City for Services.

9. Fees and Expenses, Payment Terms and Default

A. Fees and Expenses: Except for Supplemental Services, all Fees and Expenses will be stated on a Service Attachment or an amendment thereto. Fees and Expenses for Supplemental Services will be charged to Client at Grove City's then-current rates, unless otherwise mutually agreed to in writing by the parties.

B. Invoicing: Grove City will invoice Client for recurring Services quarterly. The invoice will be accompanied by service reports outlined in the Service Attachments. Grove City will invoice Client for Supplemental Services immediately after delivery. Grove City will invoice Client for all other Services or Products based upon the terms set forth in the applicable Service Attachment.

C. Payment Terms: Unless otherwise stated in a Service Attachment, Client shall pay by method satisfactory to Grove City all invoiced Fees and Expenses in full within thirty (30) days of the invoice date.

D. Invoice Dispute: Should Client dispute in good faith any portion of an invoice, Client shall notify Grove City, in writing and prior to the due date of the invoice, of the disputed amount, the nature and basis of the dispute. Each party shall use its best efforts to resolve the dispute prior to the invoice due date.

E. Late Payments and Default: If Client defaults by not timely paying a Grove City invoice, Grove City may charge Client interest at an annual rate of fifteen per cent (15 %) on all past due invoice amounts; and such interest shall accrue on the unpaid balance from the day after an invoice becomes due until the invoice is fully paid.

F. Suspension of Services: In the event that Client materially breaches the terms of this Agreement, Client agrees, Grove City may, in addition to any other remedies available at law or in equity, suspend delivery of Services and/or Products, in whole or in part, under this Agreement and all Service Attachments without notice to Client. Grove City's right to suspend under this Section is in addition to Grove City's right to terminate all Service Attachments and this Agreement for non-payment.

10. Taxes

All Fees and Expenses to be paid by Client are exclusive of any applicable sales, use, excise, or services taxes, ("Taxes") which may be assessed. Grove City will invoice Client, and Client will pay directly or reimburse Grove City for such Taxes. Grove City will remit all collected Taxes to the appropriate governmental authorities. The parties will cooperate with each other in determining the extent to which any tax is due and owing under the circumstances, and shall provide and make available to each other all resale certificates, exemption certificates, information regarding out-of-state use of materials, services or sale, and other information reasonably requested by either party.

11. Warranty & Warranty Disclaimers

A. Grove City warrants to Client that all Services and Supplemental Services provided by Grove City to Client shall be performed in a good and workmanlike manner, in accordance with accepted industry standards. Grove City also warrants to Client that Grove City and its Third -Party Service Providers, if any, shall possess valid rights in and to the use of all Intellectual Property used by Grove City in delivering Services to Client under the terms of any Service Attachment.

B. THE SERVICES, PRODUCTS, AND RELATED EQUIPMENT USED OR PROVIDED IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICE ATTACHMENT ARE NOT COVERED BY ANY OTHER GROVE CITY WARRANTIES OF ANY KIND; AND GROVE CITY DISCLAIMS ANY WARRANTIES NOT EXPRESSLY STATED HEREIN, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NO ADVICE OR INFORMATION GIVEN BY GROVE CITY, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

C. CLIENT ASSUMES ALL RISK AND RESPONSIBILITY FOR USE OF ALL SERVICES INCLUDED THAT INVOLVE THE USE OF THE INTERNET. GROVE CITY HAS NO CONTROL OVER CONTENT APPLICABLE OR ACTIONS OCCURRING THROUGH ANY SERVICE; AND GROVE CITY DISCLAIMS ALL RESPONSIBILITY FOR SUCH CONTENT AND ACTIONS. GROVE CITY DOES NOT WARRANT THAT ANY SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT GROVE CITY'S THIRD-PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CLIENT UNDER THIS SERVICE ATTACHMENT, AND GROVE CITY DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

12. Limitations of Liability

GROVE CITY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICE ATTACHMENT, REGARDLESS OF WHETHER OR NOT GROVE CITY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE AGGREGATE LIABILITY OF GROVE CITY FOR ANY AND ALL REASONS AND FOR ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ALL

SERVICE ATTACHMENTS SHALL BE LIMITED TO THE LESSER OF: (1) THE FEES PAID TO GROVE CITY UNDER THIS AGREEMENT OR THE APPLICABLE SERVICE ATTACHMENT(S) IN THE TWO (2) MONTHS PRECEDING THE DATE THAT THE CLAIM OR CAUSE OF ACTION AROSE; OR (2) GROVE CITY'S LIMITS OF LIABILITY INSURANCE. IN NO EVENT SHALL GROVE CITY'S AFFILIATES, CONTRACTORS OR THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS HAVE ANY LIABILITY UNDER THIS AGREEMENT OR ANY SERVICE ATTACHMENT.

13. Independent Contractor

Grove City and its Affiliates, contractors and sub-contractors shall perform all Services as independent contractors - and not as employees, agents or representatives of Client. Grove City shall not be entitled to any privileges or benefits that the Client may provide to its employees. Grove City may subcontract any or all of the Services hereunder; provided that the use of any such subcontractor shall not relieve Grove City of any of its obligations hereunder. Neither party nor their respective Affiliates, employees or agents shall be authorized to act or appear to act as a representative of the other party, whether in performing Services or otherwise.

14. Covenants

A. Client covenants that:

1. Client is a political subdivision organized, validly existing and in good standing under the laws of the State of Ohio.
2. At the time of execution of each Service Attachment, Client will have performed, or will perform, all necessary procedural acts, in accordance with all applicable federal and Ohio laws, in order for Client: (i) to have full power and authority to execute, deliver and perform the obligations set forth in each Service Attachment; and (ii) to consummate the transactions contemplated hereby. Each Service Attachment incorporating this Agreement will be the valid and binding obligation of Client, enforceable against Client in accordance with its terms. The person signing each Service Attachment on Client's behalf is authorized to do so and may bind the Client to all of the terms and conditions contained therein; and represents and warrants that such person acting within the scope of his or her authority as an officer, director, or duly authorized agent or employee of Client.
3. Client will provide Grove City necessary interaction with its personnel, and access to appropriate documentation, records and facilities in order for Grove City to timely perform its obligations under this Agreement and all Service Attachments.

B. Grove City covenants that:

1. Grove City is a municipal corporation under the laws of the State of Ohio.

2. At the time of execution of each Service Attachment, Grove City will have performed, or will perform, all necessary procedural acts, in accordance with all applicable federal and Ohio laws, in order for Grove City: (i) to have full power and authority to execute, deliver and perform the obligations set forth in each Service Attachment; and (ii) to consummate the transactions contemplated hereby. Each Service Attachment incorporating this Agreement will be the valid and binding obligation of Grove City, enforceable against Grove City in accordance with its terms. The person signing each Service Attachment on Grove City's behalf is authorized to do so and may bind Grove City to all of the terms and conditions contained therein; and represents and warrants that such person acting within the scope of his or her authority as an officer, director, or duly authorized employee of Grove City.

3. Grove City will complete an Affidavit certifying to Client under the penalty of perjury and/or falsification that Grove City is in compliance with Section 3517.13 of the Ohio Revised Code, as amended.

4. It will perform all services, as described in service attachments, in a reasonable, good-faith, and timely manner.

5. It will complete a Client HIPAA Business Associate Agreement.

6. It will allow Client, or Client's representative, to audit Grove City's system one (1) time per year in order to insure HIPAA security compliance.

15. Insurance

Client shall, at its own expense, secure and maintain in force, throughout the term of this Agreement, broad form general liability insurance, with competent and qualified issuing insurance companies, with minimum limits of not less than \$1,000,000 US per occurrence for personal injuries, wrongful death, survival, loss of consortium, and /or loss or damage to property. Such insurance maybe provided in primary and excess, including umbrella or catastrophe, policy forms. Client shall also carry such insurance as will protect it from all claims under any Worker's Compensation laws in effect that may be applicable to it. Upon request, each party shall provide the other party with evidence of the necessary insurance policies required under this section. Neither party shall have the obligation to name the other party as an additional insured under any policy of insurance.

16. Property Rights

A. The following terms in this Section 18 shall apply only to Service Attachments with the words "Managed Services" or "Hosted Services" or "Cloud Services" in the title of the Service Attachment:

1. Ownership. All Grove City Property shall remain the sole and exclusive property of Grove City and/or its suppliers. Client shall acquire no interest in the Grove City Property by virtue of the payments provided for herein.

2. Use. If applicable, Client may use Grove City Property intended by Grove City to be provided in conjunction with its delivery of Services. Client may not reproduce, modify or distribute Grove City Property, nor use it for the benefit of any Third-Party. All rights in the Grove City Property not expressly granted to Client are reserved to Grove City. Client will not open, alter, misuse, tamper with or remove any Equipment. All Equipment shall remain as-is and where-is installed by Grove City, and Client will not remove any markings or labels from the Equipment indicating Grove City (or its Third-Party suppliers) ownership or serial numbers.

3. License Granted. If Software is provided to Client hereunder, Grove City grants Client a limited, non-exclusive and non-transferable license to use such Software, in object code form only, solely in conjunction with the related Services delivered by Grove City.

17. Waiver

A party's delay or failure to enforce any provision of this Agreement or of any Service Attachment shall not be deemed a waiver of that party's rights with respect to that provision or any other provision of this Agreement or the Service Attachment. A party's waiver of any of its rights under this Agreement or a Service Attachment is not a waiver of any of its rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.

18. Force Majeure

A. Either party shall be relieved of its obligations under this Agreement and any Service Attachment to the extent that its performance is delayed or prevented by a Force Majeure event.

B. Upon the occurrence of a Force Majeure event, the party whose performance is affected shall give written notice to the other party describing the affected performance; and the parties shall confer within two (2) business days, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties, including without limitation implementing disaster recovery services. The party whose performance is affected shall use its best efforts to minimize the delay caused by the Force Majeure event and to re-commence its performance as if no Force Majeure event had occurred.

19. Notices

A. All notices and communications concerning this Agreement or any Service Attachment shall be made in writing and addressed as follows:

If to Grove City:

Charles W. Boso, Jr.
City Administrator
City of Grove City
4035 Broadway
Grove City, Ohio 43123

If to Client:

Michael Lilly
Township and Zoning Administrator
Jackson Township
3756 Hoover Road
Grove City, Ohio 43123

B. Unless otherwise provided herein, notices shall be sent by certified U.S. Mail, return receipt requested, or by commercial overnight delivery service, or by facsimile, or by electronic mail, and shall be deemed delivered when actually received by the other party (the "Notice Date").

C. The address to which such notices and communications are to be given may be changed by written notice given by a party to the other party pursuant to this Section.

20. Alternative Dispute Resolution Process

A. Good Faith Negotiation:

1. The parties agree that before resorting to any formal dispute resolution process concerning any dispute arising out of or relating to this Agreement or any Service Attachment, except in disputes relating to breaches of Sections 12 through 14 herein, inclusive, the parties' respective executive management will first attempt to engage in good faith negotiations in an attempt to preserve their respective and mutual interests, including their continuing business and professional relationship, and resolve the dispute amicably.

2. A party shall send a Section 17 notice to the other party, describing in reasonable detail the basis of the dispute and requesting a meeting between the parties to begin negotiations.

3. Unless otherwise agreed in writing by both parties, negotiations shall begin within three (3) business days after the Notice Date; and the parties shall conclude negotiations within fourteen (14) calendar days after the Notice Date.

B. Continued Services:

1. Except as otherwise provided herein, Grove City shall continue to provide Services under this Agreement and any Service Attachments, and Client shall continue to make payments to Grove City, in accordance with this Agreement and any Service Attachment, during this alternative dispute resolution process. If negotiations under this Section do not resolve the dispute, the parties are free to

proceed to litigation or agree in writing to submit the dispute to another alternative dispute resolution forum.

21. Limitation of Actions

All claims under this Agreement or any Service Attachment must be initiated not later than one (1) year after the date of the act or omission that forms the basis of the dispute. The failure to perfect a claim within this one (1) year limitation period shall forever bar the claim and cause of action.

22. Governing Law and Jury Waiver

A. This Agreement and all Service Attachments shall be governed and construed in accordance with the laws of the State of Ohio, without reference to its conflicts of law principles. Both parties agree to submit to the jurisdiction of the courts of the State of Ohio; and further agree that jurisdiction of any action between them shall be exclusively vested in the state courts of Ohio. Both parties further agree that the venue of any action between them shall be exclusively vested in: (i) the state courts located in Franklin County, Ohio, if the action is brought by Grove City; or (ii) the state courts located in the county where Client maintains its principal office, if the action is brought by Client. Both parties specifically waive any other choice of venue.

B. GROVE CITY AND CLIENT HEREBY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION, PROCEEDING, COUNTER-CLAIM, CROSS-CLAIM OR THIRD-PARTY CLAIM BROUGHT BY EITHER GROVE CITY OR CLIENT AGAINST THE OTHER PARTY.

23. Severability

If a court of competent jurisdiction finds any portion of this Agreement or any Service Attachment is illegal, invalid or unenforceable, the offending portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties set forth herein, and the remainder of this Agreement or any Service Attachment shall remain in full force and effect.

24. Equitable Relief

A party cannot reasonably or adequately be compensated in damages in an action at law for breach or threatened breach of Section 12, 13, or 14 herein; which would cause irreparable harm and significant injury and damage to the aggrieved party. Therefore, the aggrieved party shall be entitled, in addition to any other remedies it may have under this Agreement, any Service Attachment, or otherwise, as provided by applicable law, to seek and obtain immediate preliminary, interim and permanent injunctive relief, without requirement of posting any bond, or other equitable relief to prevent or curtail any actual or threatened breach of such Sections.

25. Survival

The provisions of Sections 9-35, inclusive, shall survive the termination or expiration of this Agreement.

26. Assignment and Successors

A. Grove City and/or Client may not assign this Agreement, or any Service Attachment without the prior written consent of the other party. Any assignment or attempted assignment in contradiction of this Section shall be unenforceable, ineffective, and null and void.

B. Subject to the limitations on assignment, this Agreement and all Service Attachments shall become binding upon the parties, their successors and permitted assignees.

27. No Third-Party Beneficiaries

There are no Third-Party beneficiaries to this Agreement or any Service Attachment; and neither this Agreement nor any Service Attachment shall be construed to create any right enforceable by any Person or Entity, other than the parties hereto.

28. Definitions

A. As used in this Agreement and all Service Attachments, the following terms are defined as follows:

1. "Affiliate" shall mean an Entity or Person who, directly or indirectly, (i) controls; (ii) is controlled by; or (iii) is under common control with either Client or Grove City, as appropriate.
2. "Agreement" shall mean this Master Services Agreement or a Service Attachment, as appropriate.
3. "Application" or "Applications" shall mean Software that employs the capabilities of a Server or a PC directly to a task that a User wishes to perform.

B. As used in this Agreement and all Service Attachments for Managed Services and /or Hosted Services the following terms are defined as follows:

1. "Availability" is achieved when a Device is present and ready for use, accessible in a usable form, or capable of responding to requests or processing, excluding minor malfunctions or errors that do not preclude the material use or function of the Device.
2. "Back-Up" shall mean a Device that archives or restores Client Software and/or Data to or from another Device.

3. "Change Request" shall mean the writing prepared by Client and submitted to Grove City in which Client seeks to modify the scope of Services being provided under one or more Service Attachments.

4. "Client" shall mean the Entity identified in the opening paragraph of this Agreement, and its employees, agents, and officers.

5. "Client Site" or "Client Sites" shall mean the buildings and grounds occupied by Client.

6. "Competing Activities" shall mean:

a. As to Client and Client Affiliates; (a) being employed by; (b) acting as a representative, consultant, broker or agent for; (c) being a director, officer, or advisor to; (d) being a proprietor, principal, shareholder, creditor, investor, general partner, limited partner, member, trustee, manager or other owner of, or (e) being an officer, director, or advisor to any Person or Entity that sells, markets, or offers for sale any goods or services sold, marketed or offered for sale by Grove City or any Grove City Affiliate; and/or

b. As to Client and Client Affiliates; assisting (financially or otherwise), controlling, managing, owning, investing, providing advisory or consulting or other services to any Person or Entity that sells, markets, or offers for sale any goods or services sold, marketed or offered for sale by Grove City or any Grove City Affiliate; and/or

c. As to Client and Client Affiliates; being interested or connected in any manner with the leadership, ownership, management, operation, promotion or control of any Person or Entity that sells, markets, or offers for sale any goods or services sold, marketed or offered for sale by Grove City or any Grove City Affiliate; and/or

d. As to Client and Client Affiliates; calling upon, soliciting, diverting, taking away, or attempting to call upon, solicit, divert, or take away any past, existing or potential clients, suppliers, vendors, manufacturers, partners, or accounts of Grove City or any Grove City Affiliates; and/or

e. As to Client and Client Affiliates; hiring, attempting to hire, contacting with, attempting to contract with or soliciting for employment or contract, any person who is an employee or independent contractor of Grove City or any Grove City Affiliate; and/or

f. As to Client and Client Affiliates; using the name or marks, or any derivation thereof, of Grove City or any Grove City Affiliate, in any proprietorship, partnership, corporation or any other business; and/or

g. As to Grove City and Grove City Affiliates; hiring, attempting to hire, contacting with, attempting to contract with or soliciting for employment or contract, any person who is an employee or independent contractor of Client or any Client Affiliate; and/or

h. As to Grove City and Grove City Affiliates; using the name or Marks, or any derivation thereof, of Client or the Client Affiliates, in any proprietorship, partnership, corporation or any other business.

7. "Compliant" shall mean a Device or and/or Software that meets or exceeds the minimum criteria for specified by Grove City for each type of Device.

8. "Completion Notice" shall mean the notice provided by Grove City to Client indicating that Services Specified in a Service Attachment have been completed by Grove City.

9. "Covered" shall mean, with respect to a Site, User or Device, that the Site, User or Device is entitled to Services defined in a Service Attachment.

10. "Deliverable" shall mean all documentation, whether in hard copy or electronic form, such as analyses, reports, manuals, test results, or any other item other than product provided by one party to the other pursuant to the terms of a Service Attachment.

11. "Data" shall mean a body of facts or information, in an electronic format, and sufficient for use or storage on a Device.

12. "DataForce" shall mean the brand of Services offered by Grove City; and protected under service mark or other intellectual property laws.

13. "Device" or "Devices" shall mean any and all hardware and related firmware, including without limitation all Network Devices, Specialty Servers, Servers, PCs, Printers, and/or IP Phones.

14. "Effective Date" shall mean the March 1, 2016.

15. "End-of-Life" shall mean the last date that an Application, Device or Operating System is available for purchase from its manufacturer.

16. "End-of-Support" shall mean the last date that an Application, Device or Operating System is officially supported by its manufacturer.

17. "Entity" shall mean any general partnership, limited partnership, limited liability company, corporation, professional corporation, joint venture, trust, joint stock company, cooperative, unincorporated association, governmental entity or other political subdivision.

18. "EST" shall mean Eastern Savings Time, as adjusted by Daylight Savings Time.

19. "Exchange®" shall mean Exchange Server® Software manufactured by Microsoft®.

20. "Expenses" shall mean the actual cost of the expenses incurred by Grove City in delivering Services or Products to Client; including without limitation travel expenses, lodging, meals and telecommunications expenses.

21. "Fees" shall mean all fees owed by Client to Grove City as a result of delivering Services or Products to Client.

22. "Force Majeure" shall mean any condition or event caused in whole or in part by something beyond a party's reasonable control, including without limitation: acts of God, terrorism, flood, fire, explosion, earthquake, tsunami, volcanic eruption, tornado, hurricane, typhoon, other unusually severe weather conditions, acts of war, civil or military authority, government regulations, embargoes, epidemics, riots, insurrections, nuclear accidents, power blackouts, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation common carriers, and acts or omissions of public telecommunications carriers.

23. "Holidays" shall mean Grove City's recognized holidays listed in Section 161.05 of the Grove City Codified Ordinances.

24. "ICANN" shall mean the Internet Corporation for Assigned Names and Numbers.

25. "Intellectual Property" shall mean all intellectual and similar property rights including without limitation patents, patent applications, inventions, discoveries, copyrights, licenses, trademarks, trademark applications, trade secrets, service marks, service mark applications, trade dress, mask work, Confidential Information, proprietary business and technical information, know-how, software and databases and all embodiments and fixations thereof including all documentation, registrations and franchises, logos, contracts, and all books and records describing or used in connection with any of the foregoing and all additions, improvements, and accessions to any of the foregoing.

26. "IP Phones" shall mean all Internet Protocol telephones manufactured by Cisco Systems, Inc, and used by Client.

27. "Management Services" shall mean the Services and the set of control mechanisms in place to test, control and manage configuration changes and resolve problems, with any Covered Device, in an effort to meet any applicable Service Level Thresholds.

28. "Master Services Agreement" shall mean this Agreement, containing all of the general terms and conditions of the business relationship between Grove City and Client.

29. "Milestone" shall mean a specific goal, objective, or event pertaining to Services described under the terms of a Service Attachment.

30. "Microsoft®" shall mean Microsoft Corporation, One Microsoft Way, Redmond, WA 98052-6399.

31. "Grove City" shall mean City of Grove City, a City in Ohio; and its employees, agents, and officers.

32. "Grove City Affiliate" shall mean an Affiliate of Grove City.

33. "Network" shall mean all network infrastructure devices, including without limitation, Client's UPS units attached to Network devices, network time clocks, switches, hubs, routers, IP KVM switches, wireless access points, wireless controllers, firewalls, VPN concentrators, security appliances.

34. "On-Site" shall mean those Services that require a Grove City technician or engineer to be physically at a Client Site.

35. "Operating System" or "O/S" shall mean the source and object code software installed on a Device, which is responsible for controlling the hardware in order to allow Users and Applications to make use of the Device.

36. "PC" and "Personal Computer" shall mean a personal computer, and shall include its O/S and Applications.

37. "Person" shall mean a natural person, and not an Entity.

38. "Printer" shall mean a Device that prints documents and is attached to Client's network either via a Server or a direct Network connection.

39. "Project Plan" shall mean a plan documenting the aspects and timeline of the Services in a Service Attachment.

40. "Property" shall mean all Intellectual Property, Devices and Software belonging to Grove City or Client, as applicable.

41. "Remote" or "Remotely" with respect to Support or Management shall mean Services that can be performed by Grove City personnel without being physically present at a Client Site.

42. "Routine" shall mean ordinary and customary.

43. "Server" shall mean a combination unit of a Device and Software which is linked to Client's Network and which provides programs or services to Users or to other Devices. A "Specialty Server" is a Server that runs a specific Application. Each "Virtual Machine" will be counted as a Specialty Server.

44. "Service" or "Services" shall mean, individually and collectively, any and all services provided, or to be provided, by Grove City to Client, including without limitation all services set forth in the Service Attachments, and any Supplemental Services.

45. "Service Attachment" shall mean a supplemental agreement for Services and/or Products between Grove City and Client describing the Services and/or Products to be delivered, applicable Fees, Expenses and specific terms, conditions, responsibilities and delivery schedules.

46. "Site" shall mean a specific Client Site.

47. "Software" shall mean all license rights, title and Interest owned by or leased to a party to this Agreement or a Service Attachment, in and to the source code, object code, and all modifications thereto, as applicable.

48. "SQL" shall mean the Structured Query Language database Server software manufactured by Microsoft®.

49. "Supplemental Services" area type of limited Services provided by Grove City to Client on a "one-off" or emergency basis, which Services are not included within a Service Attachment.

50. "Term" shall mean the period of time that a Service Attachment shall remain in full force and effect.

51. "Third-Party" shall mean any Person or Entity other than Grove City or Client.

52. "Users" shall mean Client's authorized employees, agents, contractors and guests who use Client's Network or Devices and /or receive Services under a Service Attachment.

The remainder of the terms and conditions of this Agreement, and the terms and conditions of any Service Attachments, can be modified or amended by both parties by written consent of both parties.

30. General Provisions

A. The headings of the Sections in this Agreement, and any Service Attachment, are not part of the Agreement, but are for the convenience of the parties.

B. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, and neuter as the identity of the Person(s) or Entity or Entities referred to may require, and all words shall include the singular or plural as the context or the identity of Persons or Entities may require.

C. The parties hereto shall execute and deliver all documents, provide all information, and take or forbear from all actions that may be reasonably necessary or appropriate to achieve the purposes of this Agreement and all Service Attachments.

D. This Agreement, and any Service Attachment, may be executed in counterparts; each of which shall have the same effect as original document.

E. The parties agree that they shall comply with all applicable laws and regulations of governmental bodies or agencies in their performance under this Agreement and all Service Attachments.

F. This Agreement and the Service Attachments, constitute the entire understanding and agreement between the parties with respect to the subject matter hereof and supersede any and all prior negotiations, understandings and agreements, whether oral or written. The parties agree that the terms and conditions contained herein and in the Service Attachments shall prevail over any different terms and conditions contained in any purchase order issued by Client to Grove City, and that such purchase order's varying terms shall have no force and effect.

31. Acceptance

A. Client's execution of one or more Service Attachments shall constitute acceptance of the terms of this Master Services Agreement, as amended from time to time, as if Grove City and Client had both caused this Master Services Agreement to be duly executed and delivered and enforceable as of the Effective Date of each Service Attachment.

B. In the event of any conflict between the provisions of a Service Attachment and this Master Services Agreement, the specific provisions contained in the Service Attachment shall control.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

City of Grove City

Jackson Township

Charles W. Boso, Jr.

By: _____

Approved as to Form:

Stephen J. Smith, Law Director

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this Agreement in the fiscal year in which the agreement has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

Ron Grossman, Fiscal Officer

Date: 03/16/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: C-24-16
1st Reading: 03/21/16
Public Notice: 3/25/16
2nd Reading: 04/04/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-24-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR MILL STREET MARKET LOCATED AT 3937 BROADWAY

WHEREAS, Mill Street Market - Patio, applicant, has submitted a request for a Special Use Permit for Outdoor Seating located at 3937 Broadway; and

WHEREAS, on March 08, 2016, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. Tables and chairs utilized in the outdoor seating area shall be decorative black metal.

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)A1 is hereby issued to Mill Street Market located at 3937 Broadway, contingent upon the stipulation set by Planning Commission.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 03/28/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Clerk
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-30-16
1st Reading: 04/04/16
Public Notice: 04/08/16
2nd Reading: 04/18/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-30-16

AN ORDINANCE TO VACATE A 10+ WIDE EASEMENT BETWEEN LOT 475 AND LOT 476 OF PINNACLE CLUB SECTION 5

WHEREAS, the Plat of Pinnacle Club, Section 5, approved by the Council of the City of Grove City by Ordinance No. C-43-05, provided a five-foot wide easement on the north and south of Lots 475 and 476, respectively; and

WHEREAS, each lot was sold to the neighboring property owners to create larger lots; and

WHEREAS, Planning Commission approved lot splits for each property owner on August 04, 2015; and

WHEREAS, the remaining property is in the process of becoming a new lot within this subdivision; and

WHEREAS, the easement would run down the middle of the newly create lot, making it undevelopable; and

WHEREAS, the Administration is supportive of this vacation.

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

SECTION 1. The five foot wide easement along the southerly side of Lot 475 and the five-foot wide easement along the northerly side of Lot No. 476, Pinnacle Club, Section 5 of record in Plat Book 109, page 32, Recorder's Office, Franklin County, Ohio, are hereby vacated as shown in Exhibit "A" attached hereto and made a part hereof.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

**EASEMENT VACATION
LOT 475/476 of PINNACLE CLUB SECTION 5**

Situated in the State of Ohio, County of Franklin, Grove City, in Virginia Military survey No. 6840 and being an easement to be vacated in Lot 475 and Lot 476 of PINNACLE CLUB SECTION 5, as shown on the plat thereof recorded in Plat Book 109, Page 32 in the Franklin County Recorder's Office, on lands owned by Thomas R. Clark, Trustee, as recorded in Instrument 201511030155931 and Instrument 201511030155933 in the Franklin County Recorder's Office, and said EASEMENT VACATION being more particularly described as follows:

Reference Point of Beginning being an un-capped 3/4" iron pipe found in the easterly line of Hirth Hill Road East (60' width), as recorded on the plat of PINNACLE CLUB SECTION 5, as shown on the plat thereof recorded in Plat Book 109, Page 32, at the westerly corner between Lots 475 and 476, of PINNACLE CLUB SECTION 5, and the True Place Of Beginning of the EASEMENT VACATION described herein;

Thence North 03 deg. 16' 18" East a distance of 5.00 feet along the easterly line of Hirth Hill Road East and westerly line of Lot 475 to the northwesterly corner of the EASEMENT VACATION described herein;

Thence South 86 deg. 43' 42" East a distance of 120.00 feet across Lot 475 to a point in the westerly line of a 30 foot wide easement recorded on the plat of "BUCKEYE PARKWAY, JACKSON PIKE AND PINNACLE CLUB DRIVE DEDICATION AND EASEMENTS" Plat Book 104, Page 99, and the northeasterly corner of the EASEMENT VACATION described herein;

Thence South 03 deg. 16' 18" West a distance of 10.00 feet, crossing the line between Lot 476 and Lot 475 at 5.00 feet, to the southeasterly corner of the EASEMENT VACATION described herein;

Thence North 86 deg. 43' 42" West a distance of 120.00 feet across Lot 476 to a point in the westerly line of Hirth Hill Road East, at the southwestery corner of the EASEMENT VACATION described herein;

Thence North 03 deg. 16' 18" East a distance of 5.00 feet along the easterly line of Hirth Hill Road East and westerly line of Lot 476 to the True Place Of Beginning of the EASEMENT VACATION described herein, containing 1200 sq. ft., or 0.0275 acres.

Description based on a field survey completed June, 2015. Bearings herein are based upon the bearing of N 03° 16' 18" E along the center of Hirth Hill Road East shown on the plat of Pinnacle Club Section 5, recorded in Plat Book 109, Page 32 of the Franklin County Recorder's Office.

Steven L. Lamphear, Ohio Surveyor No. 7876



Steven L. Lamphear

March 21, 2016

HIRTH HILL RD E

040-013792
4523 HIRTH HILL ROAD EAST
PINNACLE CLUB SECTION 5
LOT 474

150.53'

040-013793
4509 HIRTH HILL ROAD EAST
PINNACLE CLUB SECTION 5
30' SE LOT 475

100'

86.15

5' Easement

5' Easement

30' Easement

040-013794
4495 HIRTH HILL ROAD EAST
PINNACLE CLUB SECTION 5
30' SE LOT 476

100'

100'

10' Easement

150'

25' Easement

040-013795
PINNACLE CLUB DRIVE
PINNACLE CLUB SECTION 5
LOT 477

135'

040-012705
PINNACLE CLUB DR
ENTRY 478-479-6840
146.688 ACRES

Easement Vacation

Pinnacle Club, Lots 475 & 476



Area to be Vacated



* Property information obtained from Franklin County Auditor, January 2016
** Easement information obtained from Pinnacle Club Section 5 Plat