

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

May 06, 2013

6:30 Caucus

7:00 – Reg. Meet.

PRESENTATION: Dr. Bourguignon

FINANCE: Mr. Bennett

- Ordinance C-25-13 Amend Various Sections of Chapter 161 of the Codified Ordinances titled Employment Provisions for City Employees. Second reading and public hearing.
- Ordinance C-28-13 Authorize the City Administrator to enter into a Multi-year Agreement with the Southwest Public Library regarding the Relocation of the Library and Redevelopment of the current Library site in accordance with the Pizzuti Concept Plan and declaring an Emergency.
- Ordinance C-29-13 Amend Exhibit “A” of the Town Center Commercial Revitalization Grant Program as approved by Ord. C-03-10. First reading.
- Resolution CR-24-13 Accept and Thank Dr. Erika Bourguignon for the donation of a Paul-Henri Bourguignon Original for the City’s Permanent Art Collection.
- Resolution CR-25-13 Affirming that the City of Grove City will Pick-up, using the salary reduction method, Statutorily required Contributions to the Ohio Police & Fire Pension Fund for the Employees of the City pursuant to Internal Revenue Code Section 414(h)(2).
-

SAFETY: Mr. Davis

- Resolution CR-21-13 Waive the provisions of Section 529.07(b)(3) of the Codified Ordinances for the Annual Homecoming Celebration on July 26, 2013 in the Town Center.
- Resolution CR-26-13 Declaring the Necessity of Constructing Certain Sidewalks in the City of Grove City Requiring that Abutting Property Owners Construct Same.
-

LANDS: Ms. Klemack-McGraw

- Ordinance C-26-13 Accept the Plat of the Partial Resubdivision of Parkway Centre Drive and Stringtown Road Grove City, LLC. Second reading and public hearing.
-

ON FILE: Minutes of April 15 Regular Council Meetings

April 22, Board of Zoning Appeals

*Immediately following meeting: Presentation by Pizzuti

Date: 04/08/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-25-13
1st Reading: 04/15/13
Public Notice: 04/17/13
2nd Reading: 05/06/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-25-13

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 161 OF THE CODIFIED ORDINANCES TITLED EMPLOYMENT PROVISIONS FOR CITY EMPLOYEES

WHEREAS, a review of Chapter 161 of the Codified Ordinances has been conducted by the City Administrator; and

WHEREAS, it is necessary to make amendments relating to employment provisions, sick leave and longevity; and

WHEREAS, it is also necessary to make adjustments to the current compensation plan to address initial hiring placement and steps in the plan.

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

SECTION 1. Section 161.01 is hereby amended, in part, as follows:

(a) Structure and Entrance Salary.

(1) The Compensation Plan is organized into nine (9) pay grades for non-executive personnel and one (1) pay grade for executive personnel. In the non-executive pay grades, each grade is composed of **one (1) probationary and fifteen (15)** ~~thirteen (13)~~ steps. The use of steps provides opportunity for personnel to move through the step system within grade for growth and development. The differentials between steps vary from step to step. Increments are higher in the early steps recognizing that learning occurs more rapidly in the early stages of an employee's tenure as the employee develops mastery of the skills, knowledge and abilities required for effective performance of a job. The executive personnel pay grade uses a minimum-maximum pay range system. For non-executive pay grades, the initial employment salary will be set **at the appropriate step as determined by the City Administrator** ~~between the A and D steps of the pay grade upon approval of the City Administrator, based on demonstrated skills, knowledge or ability developed in prior employment or education. For executive pay grades, the initial employment salary shall be set in the appropriate range upon approval of the City Administrator or appropriate appointing authority, based on demonstrated skills, knowledge or ability developed in prior employment or education.~~

(2) Where an employee is promoted to a higher pay grade, the new rate shall be **set at the appropriate step as determined by the City Administrator** ~~lowest step in the higher grade that shall provide an increase over the rate received immediately prior to such promotion.~~

(b) Probation and Advancement within the Compensation Plan.

(2) As indicated in (a)(1) above, for non-executive personnel, a new hire shall be placed **at the appropriate step as determined by the City Administrator** ~~in Steps A through D~~ within the pay grade depending on the demonstrated skills, knowledge and ability developed in prior employment or education. Movement through ~~sSteps A to D~~ within the pay grade is based on performance assessment results. A review will be conducted no sooner than four (4) months but at least after twelve (12) months of service. Recommendation to the City Administrator from the department head for advancement is required. Advancement through ~~sSteps E to M~~ within the pay grade is undertaken in annual increases based on performance assessment and longevity. An employee moves to the next higher step ~~from E through M~~ within the

pay grade after twelve (12) months served in the immediate prior step unless a performance assessment identifies areas needing improvement.

SECTION 2. Section 161.02 is hereby amended, in part, as follows:

(b) Regular Work Day. For all employees except Police Dispatch and Division of Police employees, as well as employees governed by a collective agreement, a regular work day is an eight (8) ~~or ten (10)~~ hour work period between the hours of 6:00 a.m. and 6:00 p.m. as determined and designated by the City Administrator.

SECTION 3. Section 161.03 is hereby amended, in part, as follows:

(a) Overtime Eligibility. Non-exempt employees, as determined under the Fair Labor Standards Act, required to work more than forty hours in any Regular Work Week ~~work-week~~ shall be compensated for such overtime worked at one and one-half (1 1/2) times the employee's base rate of pay for each hour of overtime. **Approved or scheduled leave shall not be considered as hours worked for the purposes of earning overtime.** Such compensation for overtime work shall be paid at the same time the employee receives a regularly scheduled paycheck for the time period in which the overtime hours were worked.

(e) Carry Over. Compensatory time shall not be carried over from year to year. **At any time during the calendar year, an employee may request to be paid for any accumulated but unused compensatory time at the employee's most recent base hourly rate. All remaining unused compensatory time shall be paid out at the end of each calendar year at the employee's base hourly rate at the end of the calendar year. Such payments shall be made by January 31 of the next calendar year.** Upon separation from employment those employees eligible and awarded compensatory time shall be entitled to compensation at their then current rate of pay for accrued and unused compensatory time.

SECTION 4. Section 161.04 is hereby amended, in part, as follows:

(a) All eligible employees, as defined in Section [161.01\(e\)](#), after the completion of five (5) years of full-time service with the City, shall receive a longevity bonus pursuant to the following schedule (unless an employee is covered under a collective bargaining agreement):

<u>Years of Service</u>	<u>Annual Longevity Bonus</u>
5th through and including 10th	\$800 <u>\$1075</u>
11th through and including 15th	\$1,000 <u>\$1325</u>
16th through and including 20th	\$1,200 <u>\$1550</u>
21st and thereafter	\$1,300 <u>\$1900</u>

SECTION 5. Section 161.05 is hereby amended, in part, as follows:

(c) The employee birthday holiday shall be observed on a day mutually advantageous to the employee and the City within the calendar year ~~a twelve (12) month period~~. This holiday cannot be carried forward to the next calendar year ~~twelve (12) month period~~.

SECTION 6. Section 161.06 is hereby amended, in part, as follows:

(f) **At any time during the calendar year, an employee may request to be paid for any vacation balance in excess of eighty (80) hours at the employee's most recent base hourly rate.** At the end of each calendar year, each employee shall be paid for any vacation balances in excess of the maximums fixed by this section at the employee's ~~most recent base hourly rate~~ **at the end of the calendar year.** **Such payments shall be made by January 31 of the next calendar year.** ~~In addition, once each calendar year each eligible employee~~

may, at the employee's option, be paid for any vacation balance in excess of two hundred forty (240) hours at the employee's most recent base hourly rate.

SECTION 7. Section 161.07 is hereby amended, in part, as follows:

(a) Accrual. Each eligible employee, as defined in Section [161.01\(e\)](#), shall be entitled to sick leave of four and six-tenths (4 6/10) hours with pay for each completed eighty (80) hours of service. Employees may use sick leave, upon approval of the department head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and illness, injury or death in the employee's immediate family. Immediate family as used herein is defined as spouse, child, brother, sister, parents **grandparents, grandchild, father in-law, mother in-law, son in-law, daughter in-law, brother in-law, sister in-law, stepfather, stepmother, stepsister, stepbrother, stepson, stepdaughter, half-brother, and half-sister** and spouse's parents.

(1) Sick leave from another public agency. All eligible employees, as defined in Section 161.01(e), entering the employment of the City may bring up to one hundred and twenty (120) hours from their sick leave balance from another public agency as defined ORC 124.38. The balance must be certified by the public agency. Sick leave balances from another public agency may not be used until all sick leave accrued through the City of Grove City is exhausted.

(f) Conversion. **At any time** ~~Once each calendar year~~, an eligible employee, as defined in Section [161.01\(e\)](#), who has accumulated and maintains **three hundred sixty (360)** ~~five hundred (500)~~ or more hours of unused sick leave shall be given the option of converting ~~up to one hundred (100) hours of~~ unused sick leave earned with the City for paid compensation of fifty percent of the total hours at the employee's regular base rate of pay; (for example, one hundred (100) hours will yield a total of fifty (50) hours of pay multiplied by the employee's regular base rate). No employee conversion per this section may result in such employee maintaining less than a minimum of **three hundred sixty (360)** ~~five hundred (500)~~ hours.

(h) Donated Sick Leave.

(1) Eligibility. Any eligible employee, as defined in Section [161.01\(e\)](#), may apply to the **Human Resources Coordinator** ~~City Administrator~~ or the City Administrator's designee, to receive donated sick leave, if the employee requesting such donated sick leave:

(2) Procedure.

A. An employee qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the **Human Resources Coordinator** ~~City Administrator~~ or the City Administrator's designee.

SECTION 8. Section 161.09 is hereby amended, in part, as follows:

(f) Life Insurance. The City shall provide **seventy-five** ~~forty~~ thousand (~~7550,000~~) dollars of life insurance for all eligible full-time employees as defined in Section [161.01\(e\)](#).

(i) Other Benefits. Other benefits may be authorized from time to time by the City Administrator if there is no cost to the City. **Notwithstanding the foregoing, the City Administrator is authorized to make adjustments to benefits to ensure that all employees in a Department or Division are treated in a similar fashion.**

SECTION 9. Section 161.10 is hereby amended, in part, as follows:

<i>Job Title</i>	Exemption	Maximum Number	Pay Grade	Minimum/Maximum
------------------	-----------	----------------	-----------	-----------------

Accounting Assistant/Tax Administrator	N	1	4	\$17.20 – 26.10 \$14.89– 23.09
Administrative Secretary I	N	5	3 2	\$16.19 - 24.57 \$12.33– 19.12
Administrative Secretary II		2	4 3	\$17.20 – 26.10 \$14.02 –21.73
Assistant Finance Director	N	1	7 6	\$24.27– 36.83 \$18.56– 28.79
Building Inspector	N	4	6	\$ 21.44 – 32.53 \$18.56 –28.79
Chief Building and Zoning Official	E	1	10	\$ <u>31.00</u> 29.00 - 48.00
Chief of Police	E	1	11	\$31.00 – <u>54.00</u> 53.00
Communications <u>Manager</u> Supervisor	E	1	7	\$24.27 – 36.83 \$21.01– 32.59
<u>Communications Supervisor</u>	<u>N</u>	<u>1</u>	<u>Collective Bargaining Agreement pursuant to Section 5.11 of the City Charter</u>	
<u>Communications Technician</u> Dispatcher	N	12 13	Collective Bargaining Agreement pursuant to Section <u>5.11</u> of the City Charter	
Community Development Officer	N	1	7	\$24.27 – 36.83 \$21.01– 32.59
<u>Business and</u> Community Relations Officer	E	1	8	\$28.96 – 43.94 \$25.07– 38.94
<u>Business and</u> Community Relations Specialist	N	<u>1</u>	5 4	\$18.85 – 28.60 \$14.89– 23.09
Deputy City Administrator	E	1	10	\$ <u>31.00</u> 29.00 - 48.00

Deputy Clerk of Council	N	1	4 2/3	\$17.20 – 26.10 \$12.33– 21.73
Director of Development	E	1	10	\$ <u>31.00</u> 29.00 - 48.00
Director of Finance	E	1	10	\$ <u>31.00</u> 29.00 - 48.00
Director of Information Systems Director	E	1	10	\$ <u>31.00</u> 29.00 - 48.00
Director of Parks and Recreation	E	1	10	\$ <u>31.00</u> 29.00 - 48.00
Director of Public Safety	E	1	10	\$ <u>31.00</u> 29.00 - 48.00
Director of Public Service	E	1	10	\$ <u>31.00</u> 29.00 - 48.00
Environmental Specialist	N	4	2	\$12.33 – 19.12
Executive Assistant	N	2	5	\$18.85 – 28.60 \$16.32– 25.33
Fleet Maintenance Supervisor Mechanic	N	1	6	\$21.44 – 32.53 \$18.56– 28.79
Human Resource Coordinator	E	1	6	\$21.44 – 32.53 \$18.56– 28.79
Information Systems Coordinator	N	2	8	\$28.96 – 44.94 \$25.07– 38.91
Information Systems Network Administrator	E	1	9	\$31.00 – 47.04 \$28.33– 43.93
Facility Maintenance Worker I	N	1	4 2	\$17.20 – 26.10 \$12.33– 19.12
Park Maintenance	N	1 2	6	\$21.44 – 32.53

Supervisor				
<u>Part-Time Worker I</u>	N	Set by City Administrator	<u>1</u>	\$12.33 – 21.73 <u>\$7.85 – 11.91</u>
<u>Part-Time Worker II</u>	N	Set by City Administrator	<u>2</u>	\$7.70 – 21.73 <u>\$12.02 – 18.24</u>
<u>Part-Time Worker III</u>	N	Set by City Administrator	<u>3</u>	\$7.70 – 21.73 <u>\$16.19 -24.57</u>
Part-Time Administrative	N	Set by City Administrator	2/3	\$12.33 – 21.73
Part-Time Maintenance	N	Set by City Administrator	1	\$7.70 – 21.73
Part-Time Parks and Recreation	N	Set by City Administrator	1	\$7.70 – 21.73
Planning/GIS Specialist	N	1	6	\$18.56 – 28.79 <u>\$21.44 – 32.53</u>
Payroll Specialist	N	1	6	\$18.56 – 28.79 <u>\$21.44 – 32.53</u>
Planning and Zoning Coordinator	N	1	6	\$18.56 – 28.79 <u>\$21.44 – 32.53</u>
Police Captain	E	1	11	\$31.00 – <u>\$54.00</u> 53.00
Police Officer	N	50 51	Set by Collective Bargaining Agreement pursuant to Section 5.11 of the City Charter	
Police Sergeant	N	<u>8</u> 7	Set by Collective Bargaining Agreement pursuant to Section 5.11 of the City Charter	
Recreation Speciality Coordinator	N	<u>8</u> 7	<u>5</u> 4	\$14.89 – 23.09 <u>\$18.85 – 28.60</u>

Recreation Superintendent	E	1	7	\$21.01–32.59 \$24.27 – 36.83
Recreation Supervisor	N	2	5	\$16.32 – 25.33
<u>Seasonal Worker</u>	<u>N</u>	<u>Set by City Administrator</u>		<u>Set by City Administrator</u>
Service Manager	N	1	7	\$21.01–32.59 \$24.27 – 36.83
Service Superintendent	E	1	9	\$28.33–43.93 \$31.00 – 47.04
Urban <u>Forestry Supervisor</u> Forester	N	1	6 7	\$21.01–32.59 \$21.44 – 32.53
Urban Forestry Specialist	N	2	5 6	\$18.56–28.79 \$18.85 – 28.60

SECTION 10. Section 161.11(a) is hereby amended, in part, as follows:

(a) Approval of Coursework. All full-time regular employees serving in full-time positions shall be eligible to participate in the City's Tuition Reimbursement Program. Under this program, each employee shall be eligible for a maximum of ~~four~~ **four** ~~three~~ thousand ~~two~~ **two** ~~five~~ hundred (~~4,200~~ **4,200** ~~3,500~~) dollars in reimbursement per calendar year for tuition **and books** in courses of instruction voluntarily undertaken.

SECTION 11. This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/29/13
Introduced By: Bennett
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: X 30 Days: _____
Current Expense: _____

No.: C-28-13
1st Reading: 05/06/13
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-28-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A MULTI-YEAR AGREEMENT WITH THE SOUTHWEST PUBLIC LIBRARY REGARDING THE RELOCATION OF THE LIBRARY AND REDEVELOPMENT OF THE CURRENT LIBRARY SITE IN ACCORDANCE WITH THE PIZZUTI CONCEPT PLAN AND DECLARING AN EMERGENCY

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

WHEREAS, on November 19, 2012 Pizzuti presented a concept plan to City Council that included the relocation of the library and redevelopment of the current library site; and

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

WHEREAS, on February 4, 2013 Council passed Resolution CR-06-13 which approved the preliminary outline of the financial terms associated with the the relocation of the library and redevelopment of the current library site in accordance with the Pizzuti concept plan; and

WHEREAS, since February, the City has been negotiating a financial agreement with the Southwest Public Library upon terms and conditions consistent with Resolution CR-06-13; and

WHEREAS, on April 9, 2013 the Library Board approved a general outline of the financial terms associated with the the relocation of the library and redevelopment of the current library site in accordance with the Pizzuti concept plan; and

WHEREAS, the City and the Library wish to have a final agreement in place prior to the City closing on the future library site; and

WHEREAS, the closing for the future library site must occur on or before May 17, 2013 thus, necessitating that this agreement be approved as an emergency measure; and

WHEREAS, because the contract term 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 approves the financial terms associated with the relocation of the library and redevelopment of the current library site attached hereto as Exhibit "A".

SECTION 2. The City Council hereby authorizes the City Administrator to execute an agreement with the Southwest Public Library upon the terms and conditions in Exhibit "A".

SECTION 3. While the financial terms of the agreement have been finalized, City Council recognizes that additional changes may be necessary in order to finalize the agreement with the Southwest Public Library. Accordingly, the City Administrator is hereby authorized to make necessary changes so long as they do not materially affect the terms and conditions approved herein.

SECTION 4. For reasons stated in the preamble, this ordinance is hereby declared an emergency measure and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Exhibit A

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this “**Agreement**”) is made and entered into on the ___ day of April, 2013, by and between **SOUTHWEST PUBLIC LIBRARY**, a school district public library organized and existing under Chapter 3375 of the Ohio Revised Code (the “**Library**”), whose address is 3359 Park Street Grove City, Ohio 43123, and the **CITY OF GROVE CITY, OHIO**, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter (the “**City**”), whose address is 4035 Broadway, Grove City, Ohio 43123. The City and the Library may be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

BACKGROUND INFORMATION

A. On April 1, 2013, the Council for the City approved, by Ordinance C-19-13, the purchase agreement for the following tracts of improved and unimproved real property located in downtown Grove City: (1) 3951 Broadway known as Franklin County Auditor’s Tax Parcel Number 040-000131; and (2) 3959 - 3963 Broadway known as Franklin County Auditor’s Tax Parcel Number 040-000236 (collectively, the “**Future Library Site**”). The City anticipates closing the Future Library Site on or before May 17, 2013.

B. The City and the Library agree to design and construct a new library on the Future Library Site. The new library shall be approximately Forty Eight Thousand (48,000) square feet and shall be constructed in a manner consistent with the 2012 Braun & Steidl Study and of a similar character and quality of other buildings located in downtown Grove City and as approved by City Council (“**New Library**”). In addition to the New Library, the construction shall include certain public improvements on the Future Library Site including, but not be limited to, landscaping, streetscape features, planters, sidewalks, benches, parking areas, access ways, and curb cuts, all of which shall be constructed in a manner consistent with the character and quality of other buildings and improvements located in downtown Grove City and as approved by City Council. The Future Library Site, exclusive of the area occupied by the New Library building footprint, is hereinafter referred to as the “**Public Areas.**”

C. The Library currently owns the following tracts of improved and unimproved real property located in downtown Grove City: (1) 3359 Park Street known as Franklin County Auditor’s Tax Parcel Number 040-000133; (2) Park Street known as Franklin County Auditor’s Tax Parcel Number 040-000220; (3) 3359 Park Street known as Franklin County Auditor’s Tax Parcel Number 040-000404; (4) Park Street known as Franklin County Auditor’s Tax Parcel Number 040-000199; (5) Civic Place known as Franklin County Auditor’s Tax Parcel Number 040-000442; (6) Civic Place known as Franklin County Auditor’s Tax Parcel Number 040-000392; (7) Civic Place known as Franklin County Auditor’s Tax Parcel Number 040-000534; and (8) Civic Place known as Franklin County Auditor’s Tax Parcel Number 040-000050 (collectively, the “**Current Library Site**”). The City desires to acquire from the Library, and the Library agrees to convey to City the Current Library Site.

D. Following the execution of this Agreement, the City and the Library shall enter into: (1) a lease agreement for the Current Library Site that will enable the Library, at its own expense, to continue to operate until the New Library is open and ready for operation; and (2) a lease/purchase agreement for the Future Library Site under which the Parties will outline possession, lease payments and turn over events.

STATEMENT OF AGREEMENT

NOW THEREFORE, for Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Library hereby agree to the foregoing Background Information as follows:

ARTICLE I
DESIGN AND CONSTRUCTION

1. Design. The Library shall have the ability to select and/or retain the architect for the New Library. The Library shall control the design and layout of the interior of the New Library. The City, however, retains ownership rights to all plans and/or specifications prepared by the architect and the City must approve the budget and payments for the architectural/design services.

2. Description of Construction. The City shall be responsible for any and all necessary site investigations including, but not limited to, environmental conditions, and development work for: (a) the design and construction of the New Library including furniture, furnishings, shelving and equipment, and (b) the design and construction of the public improvements in the Public Areas (collectively referred to as the “**Town Center Work**”). The City shall also be responsible for administering, overseeing and coordinating all aspects of the bidding and construction of the New Library in conformance with all applicable laws, including prevailing wage. Prevailing wage statements and other information shall be provided to the Library.

3. Construction Drawings. Unless otherwise agreed to in writing by the City and Library, within One Hundred and Twenty (120) days after the Closing, detailed construction drawings for the Town Center Work shall be submitted to the City for review.

4. Construction of Town Center Work. Within forty-five (45) days following receipt of the Approved Construction Drawings, or such other period of time as may be agreed to in writing by the City and the Library, the City shall commence construction of the Town Center Work, which the City shall complete no later than Eighteen (18) months thereafter.

5. Nothing herein shall prohibit the use of the Design-Build project delivery system as provided for in Chapter 139 of the Grove City Codified Ordinances. If the Parties mutually agree to utilize the Design-Build project delivery system for the New Library, these provisions shall be modified accordingly.

ARTICLE II
COSTS AND PAYMENTS

1. Town Center Work. The total estimated cost for the Town Center Work is approximately Fourteen Million Dollars (\$14,000,000) (“**Total Cost**”) as follows:

- (a) New Library Work. It is estimated that the New Library, including furniture, furnishings, shelving and equipment, will cost approximately Ten Million Eight Hundred Thousand Dollars (\$10,800,000); and
- (b) Public Areas and Other. It is estimated that the Public Areas and other expenses including, but not limited to, land acquisition, parking area, professional fees, demolition and new and/or relocated utilities will cost approximately Three Million Two Hundred Thousand Dollars (\$3,200,000)

2. Costs and Change Orders.

- (a) Costs and Changes by the City. The City shall be responsible for any increases in costs associated with the Public Areas including any additions, deletions or other modifications, to the public improvements in the Public Areas as the City determines necessary or desirable in the City’s sole discretion. The City, at its sole discretion, may elect to either finance or pay for any increases or changes.

- (b) Costs and Changes by the Library. The Library shall be responsible for any increases in costs associated with the New Library. After the City has received approved construction drawings, the New Library plans may be modified by the Library only with the prior written consent of the City. If the Library desires to revise the approved construction drawings, the Library shall submit to the City a written change order describing the proposed change, the reason therefor, and an estimate of the costs to accommodate such change order. All change orders submitted by the Library to the City shall be approved by the City in writing prior to the commencement of any work relating to such change order. The Library shall be solely responsible for costs and expenses related to change orders on the New Library. The Library, at its sole discretion, may elect to either finance or pay for any increases or changes.

3. Payment of Funds. The Library shall pay the City: (a) One Million Dollars (\$1,000,000) on or before December 31, 2013; and (b) One Million Dollars (\$1,000,000) on or before December 31, 2014. These payments shall be applied to the Total Cost. The amounts due hereunder may be reduced by any payments made by the Library for architectural services as provided herein.

ARTICLE III FINANCING

1. City Securities. The Parties agree that Nine Million Five Hundred Thousand Dollars (\$9,500,000) (“**Amount Financed**”) of the Total Cost will be paid by the City; *provided, however,* and notwithstanding any other provision herein to the contrary, the Parties acknowledge and further agree that the City does not have sufficient monies currently available to pay such amount and that the City will need to issue securities (“**City Securities**”) in sufficient amount to provide for the Amount Financed which will be applied towards the Total Cost. The City anticipates that the City Securities will be issued with a term of thirty (30) years with an estimated average annual interest rate of 3.75%, which will result in an approximate annual debt service payment of Five Hundred Thirty Thousand Dollars (\$530,000). The estimated schedule for the issuance of the City Securities is set forth on **Exhibit A**.

The Parties acknowledge and agree that the type and amount of the City Securities which the City may issue will be subject to the City's sole, reasonable determination. The City agrees that it will act in good faith and take such steps as are reasonably necessary to issue the City Securities. However, the Parties acknowledge and agree that (a) issuance of the City Securities is subject to legislative approval of City Council and the type(s) of the City Securities to be issued and the appropriate principal sizing thereof will be subject to the anticipated interest rates, the then current legal debt limitations of City and such other conditions in the public debt markets which may require an alternative approach or modification to the City Securities, all as shall be determined by the City in its sole, reasonable discretion and (b) the City shall be entitled to reasonably rely on consultations with the City's investment banking firm and bond counsel to determine the financing structure(s) for the City Securities that are in the best interest of the City.

2. Debt Service Payments. The City and the Library shall be equally responsible for making an annual payment towards the debt service on the City Securities. In the event that the City elects, in its sole discretion, to finance an amount greater than the Amount Financed, the Library's responsibility for debt service payments shall be limited to Fifty Percent (50%) of Nine Million Five Hundred Thousand Dollars (\$9,500,000). Under the anticipated financing, each Party shall be responsible for making an annual debt service payment of approximately Two Hundred Sixty Five Thousand Dollars (\$265,000).

3. Tax Covenants Relating to the City Securities. The Parties acknowledge that the City expects the interest on the City Securities will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. The Library covenants that it will not take any action, or fail to take any action, with respect to any improvements financed with proceeds of the City Securities, to the extent such improvements are leased to the Library or otherwise under the direct control of the Library, if any such action or failure to take such action would adversely affect the exclusion from gross

income of the interest on those City Securities under Section 103(a) of the Internal Revenue Code or cause the interest on those City Securities, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code.

ARTICLE IV TRANSFER, POSSESSION AND LEASE OF CURRENT LIBRARY SITE

1. Transfer of the Current Library Site; Purchase Price. At the Closing (as hereinafter defined), the Library shall transfer the Current Library Site to the City. The purchase price for the Current Library Site shall be Two Million Five Hundred Thousand Dollars (\$2,500,000) (“**Purchase Price**”). The Parties agree that the Purchase Price was determined by an Appraisal Report, ordered by the Library, dated October 2, 2012, and prepared by Samuel D. Koon & Associates, a copy of which has been provided to the City and the Library. The City shall either apply the Purchase Price to the Total Cost or the City may, at its discretion and sole liability, finance the Purchase Price.

2. Closing. Unless otherwise agreed to by the Parties, the transfer of the Current Library Site shall be closed on a date mutually agreeable to the City and the Library, but in no event later than July 1, 2013 (the “Closing”). The Closing shall take place at such time and place as the City and the Library may mutually agree upon (the “Closing Date”). At the Closing, the Library shall convey marketable fee simple title to the Current Library Site to the City by a transferable and recordable quit claim deed.

3. Possession and Lease. Upon Closing, the Library shall, upon mutually agreed upon lease terms and conditions, be entitled to full and exclusive use of the Current Library Site until the New Library is completed and ready for occupancy. The Library will operate the New Library in accordance with its own Policies and Bylaws that govern provision of library service as adopted by the Library Board of Trustees and without interference by the City. While in possession after Closing, the Library shall be solely responsible for any and all costs of operation and/or maintenance including, but not limited to utilities and other expenses.

ARTICLE V POSSESSION AND LEASE OF NEW LIBRARY

Commencing on the date upon which the City issues applicable occupancy permits for the New Library, the Library shall be entitled to possession of the New Library, upon mutually agreed upon lease terms and conditions. While in possession, the Library shall be solely responsible for any and all costs of operation and/or maintenance including, but not limited to utilities and other expenses. Upon full repayment of the City Securities (or any securities of the City which may hereafter be issued to refinance the City Securities), the City shall convey marketable fee simple title of the New Library to the Library by a transferable and recordable limited warranty deed.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

1. Warranties and Representations of the Library. In addition to any other representation or warranty contained in this Agreement, the Library hereby represents and warrants that the execution, delivery and performance by the Library of this Agreement and the performance by the Library of the transactions contemplated hereunder have each been duly authorized by such persons or authorities as may be required, and on the Closing Date, the Library shall provide the City with a resolution, or other instrument, in form satisfactory to the Title Insurance Company, evidencing such authorization.

2. Warranties and Representation by the City. In addition to any other representation or warranty contained in this Agreement, the City hereby represents and warrants that on the Closing Date, the City shall provide the Library with a copy of an ordinance evidencing the City’s authorization to enter into and perform this Agreement.

ARTICLE VII
MISCELLANEOUS PROVISIONS

1. Notices. Any notice or other communication required or permitted to be given to a Party under this Agreement shall be in writing and shall be given by one of the following methods to such Party at the address set forth below: (i) by prepaid registered or certified U.S. mail, return receipt requested, (ii) hand delivery in person, or (iii) by a nationally recognized overnight courier. Any such notice shall be deemed to have been given upon receipt or refusal of receipt. Either Party may change its address for notice by giving written notice thereof to the other Party. The address of each Party for notice initially is as follows:

The Library: Southwest Public Library
Attn: Mark M. Shaw, Director
3359 Park Street
Grove City, Ohio 43123

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

2. Governing Law. This Agreement is being executed and delivered in the State of Ohio and shall be construed and enforced in accordance with the laws of the State of Ohio. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the venue and jurisdiction of the Court of Common Pleas of Franklin County, Ohio.

3. Entire Agreement. This Agreement as may be hereinafter amended, constitutes the entire contract between the Parties, and may not be modified except by an instrument in writing signed by the Parties hereto and supersedes all previous agreements, written or oral, if any, of the Parties.

4. Time of Essence. Time is of the essence in all respects of this Agreement. All dates set forth in this agreement may be extended by mutual agreement of the Parties, and time shall be of the essence with respect to such extension.

5. Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

6. Invalidity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remaining provisions of this Agreement.

7. Amendment. The terms and provisions of this Agreement may only be amended by a written agreement duly executed by both Parties. The City Administrator is hereby authorized to enter into and execute any non-material amendments to this Agreement and exhibits hereto.

8. Headings. The section headings contained in this Agreement are for convenience only and shall not be considered for any purpose in construing this Agreement. As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall be each deemed to include the other whenever the context so requires.

9. No Partnership. Nothing contained in this Agreement shall be construed to make the Library and the City partners or joint venturers, or to render them liable for the debts or obligations of the other, except as otherwise expressly provided herein.

10. Third Party Contracts. It is the intent of the parties to this Agreement that all work relating to the Town Center Work shall be contracted through the City, and therefore, the City shall have full accountability for the completion of such work.

11. No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation, or stipulation of any present or future public official, officer, director, member, agent or employee, as the case may be, of

the City or of the Library in an individual capacity, and to the extent authorized and permitted by applicable law, no official or officer executing this Agreement on behalf of the City or the Library shall be liable personally under this Agreement.

12. No Waiver. No delay or omission by either Party to exercise any right or power accruing upon any failure of performance by the other Party under the provisions of this Agreement shall impair any such right or power, or shall be construed to be a waiver thereof. Any waiver by either Party of any breach of the covenants, conditions or agreements herein to be performed by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other covenants, conditions or agreements herein contained.

13. Compliance with Law. If the terms of this Agreement do not in any material respect comply with any present or future laws, ordinances or other regulations of any governmental authority with jurisdiction, then the City and the Library shall take such actions as are necessary to modify the terms of this Agreement such that the performance of this Agreement is in compliance with said laws, ordinances and other regulations.

14. Survival. The terms and conditions of this Agreement which are not performed as of the Closing shall survive the Closing and delivery of the Deed hereunder.

(This Space Intentionally Left Blank – Signatures Appear on the Following Page)

The City and the Library have hereunto subscribed their names on the day and year first aforesaid.

SOUTHWEST PUBLIC LIBRARY

By: _____
Mark M. Shaw, Director

CITY OF GROVE CITY, OHIO,
an Ohio municipal corporation

By: _____
Charles W. Boso, Jr.
City Administrator

Approved as to form:

Stephen J. Smith, Law Director

EXHIBIT SCHEDULE:

EXHIBIT A: Financing Schedule

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the money required to meet the obligations of the City under the foregoing Agreement, except for such portion thereof to be provided through the issuance of the City Securities, have been appropriated lawfully for that purpose, and is in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2013

Michael Turner, Director of Finance
City of Grove City, Ohio

FISCAL OFFICER'S CERTIFICATE

The undersigned, Treasurer of the Library under the foregoing Agreement, certifies hereby that the money required to meet the obligations of the Library under the foregoing Agreement have been appropriated lawfully for that purpose, and is in the Treasury of the Library or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

Dated: _____, 2013

_____, Treasurer
Southwest Public Library, Ohio

EXHIBIT "A"

FINANCING SCHEDULE

[See attached]

Date: 04/29/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X

No.: C-29-13
1st Reading: 05/06/13
Public Notice: 05/09/13
2nd Reading: 05/20/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____

Current Expense: _____

Passage Publication: _____

ORDINANCE C-29-13

AN ORDINANCE TO AMEND EXHIBIT "A" OF THE TOWN CENTER COMMERCIAL REVITALIZATION GRANT PROGRAM AS APPROVED BY C-03-10

WHEREAS, on July 2, 2001, the Council of the City of Grove City approved a Town Center Community Revitalization Grant Program with Ordinance C-43-01; and

WHEREAS, on March 1, 2010, Exhibit "A" was updated and replaced with the approval of Ordinance C-03-10; and

WHEREAS, it is the desire of the City to amend the Town Center Commercial Revitalization Grant Program to expand and clarify eligible project types, fund dispersal procedures and project length; and

WHEREAS, on September 06, 2012, Grove City Town Center, Inc. passed a Resolution of Support for amendments to said Grant Program as show in the attached Exhibit "A".

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

SECTION 1. Exhibit "A" of Ordinance No. C-03-10 is hereby amended as shown in "Exhibit A", attached hereto and made a part hereof.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this Ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Exhibit A - revised

TOWN CENTER COMMERCIAL REVITALIZATION (TCCR) GRANT PROGRAM



What is the Town Center Commercial Revitalization Grant Program?

The Town Center Commercial Revitalization (TCCR) Grant Program is designed to assist businesses, non-profit, not-for-profit and **property building** owners with improving commercial building and properties in the core area for the betterment of Grove City as a whole. The program was created in the spirit of the 1987 Downtown Redevelopment Project and was revised following the completion of the 2008 Town Center Plan as a means to further the implementation of the plan's guiding principles.

Program Description: This ~~program fund~~ is to help business and commercial property owners complete real property improvements to their facilities and sites located within Town Center.

Grant money is provided as a reimbursement and matched at \$.50 per \$1.00 of private investment up to a maximum of \$10,000 for eligible projects. The total reimbursement amount will be based on the submitted quote(s) contained within and set as part of the approved grant application. Any cost exceeding the original estimated amount will be the responsibility of the applicant and will not be eligible for reimbursement.

Eligible Geography: Commercial properties Properties located in, adjacent to or across the street (and railroad rights-of-way) from the Town Center area as illustrated on Exhibit 1-A, attached hereto, are eligible to participate in the TCCR grant program. Additionally, exceptional circumstance for **commercial** properties located within 400 feet of the program boundary may be granted program eligibility by City Council.

Eligible Participants: Owners or tenants of buildings that are used to conduct business or non-profit or not-for-profit activities or owners of residential units located above storefronts within the Commercial Core of Town Center. Prohibited businesses include national chains, check cashing, sexually oriented businesses, governmental or quasi-governmental agencies and other businesses determined by **City** Council to be contrary to the goals and objectives of the Town Center Plan. Eligibility of non-profit, not-for-profit organizations shall be determined by proof of 501(c) status. Portions of buildings occupied by ineligible businesses may make the building ineligible for program funds.

Applicants ~~Further, applicants~~ requesting funding through the program must be current in their real estate property taxes and must be in good standing with all local, regional, state and federal taxing authorities.

~~**Project Types:** Eligibility of proposed improvements for participation in the grant program is at the sole discretion of the City. Below are some examples of eligible projects:~~

- ~~• Façade painting/repair gutters and roofing on "new and existing construction"~~
- ~~• Signage~~
- ~~• Exterior lighting~~
- ~~• Dumpster enclosures~~
- ~~• Structural repairs~~
- ~~• Permanent landscaping~~
- ~~• Window replacement or maintenance~~
- ~~• Parking lot (upgrades, replacement or striping)~~
- ~~• Awning and/or canopy (new, replacement or maintenance)~~
- ~~• Entryway enhancements, including ADA accessibility, and sidewalks~~
- ~~• Exterior furnishings (tables, chairs, and benches)~~
- ~~• Utilities, including electrical, HVAC and plumbing facilities (new, replacement or repair but does not include purchase or repair of appliances)~~

Eligible Projects: Eligible projects are generally categorized into four types based on the nature of the proposed improvements. Below are examples of eligible improvements but do not represent an all-inclusive list. The Development Department will be responsible for determining the eligibility of proposed improvements. When

there is uncertainty regarding a project's eligibility staff may forward the project to City Council for consideration and determination. Eligibility of proposed improvements for participation in the grant program will be evaluated on a case by case basis and is at the sole discretion of the City.

- 1. Façade and exterior building improvement projects that will enhance / preserve the appearance and/or integrity of the structure (some examples provided below):**

- **Paint**
- **Tuck point**
- **Gutters**
- **Roofing**
- **Windows**
- **Doors**
- **Exterior lighting**
- **Awning and canopies**
- **Signage (wall & window)**
- **Entryway enhancements (including ADA accessibility)**

2. Exterior site improvement projects that will enhance / preserve the appearance and character of the Town Center (some examples provided below):

- Exterior furnishings (tables, chairs, benches and umbrellas)
- Bike racks (permanent)
- Permanent landscaping
- Sidewalk (new, repair and replacement)
- Signage
- Dumpster enclosures
- Parking lot enhancements and maintenance (striping, sealing, curb replacement, and landscaping)
- Parking lot expansion, resurfacing and reconstruction (the use of permeable surfaces are strongly encouraged)

3. Exterior and/or interior building improvement projects that will protect the life, safety and welfare of occupants as well as the protection of surrounding structures and properties within Town Center (some examples provided below):

- Structural repairs
- Emergency egress lights
- Accessibility improvements in accordance with Americans with Disabilities Act (ADA) requirements
- Life safety projects to comply with building and fire codes

4. Utility improvement projects that repair, replace, or upgrade the mechanical facilities contained within or providing service to the structure (some examples provided below):

- Heating ventilation and air conditioning (HVAC)
- Electric service and circuits (excluding portable and plug-in electrical fixtures – e.g. light bulbs, fuses, window a/c units, etc.)
- Plumbing facilities (excluding new and replacement fixtures – e.g. sinks, toilets, etc.)
- Kitchen ventilation and suppression

Funding Levels: The program provides a **matching grant reimbursed at \$0.50 per \$1.00** 50% grant up to the maximum award amount for eligible renovation costs. Additionally, an exceptional circumstance may be granted by City Council to increase the maximum award amount for a specific project or to **increase the City's portion of the grant match, reducing the applicant's portion** percentage of matching funds of a specific type of project.

Note: This grant may be treated as income subject to Federal, **State and Local** Income Tax. The City of Grove City is not liable for any tax implications resulting from this extension of this grant through the Town Center Commercial Revitalization Grant Program. See your tax advisor for clarification. The distribution of funds will be made in accordance with the guidelines stipulated by the Housing Officer of the City of Grove City.

Dispersal of Funds: ~~Funds Dispersed funds~~ are to reimburse applicants for incurred expenses associated with approved project costs. Funds may be dispersed up to a maximum of two times during the duration of an approved project. Reimbursement requests will be processed upon the submission of paid invoices, photographs, inspection results, and other needed documentation as determined by staff to verify the completion of the improvement.

Grant recipients are required to maintain records of expended funds and are to provide copies of all paid final invoices, paid receipts, inspection results and additional documentation demonstrating proper use of grant funds. Recipients not able to provide the necessary documentation/records will not be issued grant reimbursement funds.

Maximum Award: The maximum grant award is \$10,000 per building per calendar year unless otherwise approved by

City Council as an exceptional circumstance. Owners and tenants are eligible to reapply until the maximum award is reached for the given calendar year.

If required by staff, the City may reimburse 50%, up to \$2,500 of architectural fees as well as for fees pertaining to Phase I and Phase II environmental reviews provided a plan has been provided for more intensive reuse in and around the commercial core.

Exceptional Circumstances: At such time that City Council makes a specific finding that a proposed recipient or project type merits special consideration, Council may offer increased grant funding or percentage of matching funds (e.g. greater than 50%). Additionally, upon a specific finding of City Council that a commercial building or property located within 400 feet of the program boundary merits special consideration, Council may grant an exceptional circumstance making said building or property eligible for grant funding as set forth in this program.

Special consideration may be found when a minimum of three of the following criteria is 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; and
- (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.**

Project Monitoring: Grant recipients must agree to allow any duly authorized representative of the City of Grove City, at reasonable times and with forty-eight (48) hours prior notice, to have access to any portion of the project in which the City is involved and the period of such right to this access shall be until the City closes out the project.

Conflict of Interest: No official, employee, or agent of the City shall have any personal interest, either direct or indirect, in the TCCR grant program, nor shall any such official, employee or agent participate in any decision relating to the TCCR grant program which affects his personal interests or the interests of any corporation, partnership or association in which he is, either directly or indirectly, interested.

Grant Approval Process and Program Requirements:

- Interested parties should schedule a pre-application meeting with the Grove City Development Department prior to preparing any materials for submittal.
- Following the pre-application meeting, the applicant may begin preparing the grant application form and compiling required materials. The application is available on the Grove City website www.grovecityohio.gov or in the Development Department office located at 4035 Broadway, Grove City, Ohio 43123 or development@grovecityohio.gov
- Submittal requirements are set forth on the application form and are attached hereto. Information provided by the applicant will be used as the basis for evaluating the project.
- Applicants must submit a completed application along with all required materials to the Development Department office for review. Applications **may will** be considered incomplete ~~and returned~~ if all items on the application form are not answered and all required attachments are not included. Incomplete applications **will may** not be considered for participation in the program until staff determines the application to be complete.
- Development Department staff will review submitted applications. Applicants will receive notification of a decision within 10 business days of submitting a complete application or soon thereafter. In cases where an exceptional circumstance is requested by the applicant the Development Department shall prepare a recommendation and forward to City Council for final action.

- Staff bases eligibility decisions on the following criteria: (1) improvement to the appearance of the Town Center; (2) creation of jobs; (3) leveraging of additional economic investment and/or activities; (4) utilization of sustainable building and site design concepts; (5) provision of needed services or goal as set forth in the Town Center Plan; ~~and~~ (6) promotion of maintenance and enhancements of exterior structures and their interior facilities; **and (7) updating building and facilities to meet current code requirements to better serve and protect the health, life and safety of their occupants.**
- Eligibility of proposed improvements for participation in the grant program is at the sole discretion of the City.
- The City retains the right to approve an entire request, to approve portions of a request, suggest and/or ask for changes/additions to a request before approving, or to deny any request or portion thereof.
- ~~Upon approval, the applicant will enter into an agreement with the City setting forth, among other things, the work to be done as approved by the City. The agreement is signed by the City and the applicant.~~
- **Participants in the grant program agree to comply with all Grove City Ordinances.**
- Applicants are responsible for obtaining all necessary permits and authorizations.
- Staff will be permitted to inspect the project to ensure conformance with the grant **program agreement**.
- ~~The City will not enter into an agreement for any project started or completed prior to application approval and contract signing.~~
- ~~The City will authorize the issuance of funds after the execution of a project agreement and securing necessary permit approvals.~~
- ~~If project cost exceed the original estimates, the applicant will be responsible for the full amount of the excess.~~
- **The total reimbursement amount for a project will be based on the submitted quote(s) contained within and set as part of the approved grant application. Any cost exceeding the originally estimated amount will be the responsibility of the applicant and will not be eligible for reimbursement.**
- ~~The City will not contract to perform any of the work, but will enter into an agreement with the applicant for approved expenses.~~
- Upon the project's completion the applicant shall **submit copies of all paid invoices, paid receipts, photographs, and any other required documentation demonstrating proper use of grant funds as well as to sign a letter of compliance** declaring the project was completed in accordance with the rules and regulations of this program ~~and all specifications set forth in the project agreement.~~
- Approved projects should be completed within ~~365~~ **180** days from the date of the signed **reimbursement** agreement unless a written extension is granted by City staff.
- ~~Failure to comply with any of the program regulations set forth herein and attached shall result in a full reimbursement to the City for the entire grant amount. This reimbursement shall be payable as of the date of the agreement's cancellation.~~

Additional program requirements and/or restrictions may apply.

Date: 04/29/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: City Clerk
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-24-13
1st Reading: 05/06/13
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION CR-24-13

A RESOLUTION TO ACCEPT AND THANK DR. ERIKA BOURGUIGNON FOR THE DONATION OF A PAUL-HENRI BOURGUIGNON ORIGINAL FOR THE CITY'S PERMANENT ART COLLECTION

WHEREAS, Grove City Council initiated "The Art Concern" to support local artists and enrich the communities artistic and cultural gifts; and

WHEREAS, Curator, Ray Kline, secured the beautiful works of Paul-Henri Bourguignon for a show titled "Faces and Figures"; and

WHEREAS, Born in 1906 in Brussels, Artist Paul-Henri Bourguignon began his career in the active Belgian Art scene. He often reduced his subjects to their barest essences, using whimsical combinations of light and color to convey places, faces and movement. His admiration for the human spirit shines throughout his works. Today, the work of Paul-Henri Bourguignon can be found in public and private collections throughout the United State and Europe; and

WHEREAS, his wife, Dr. Erika Bourguignon has generously donated one of these exemplary works for the City's permanent art collection.

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

SECTION 1. The donation of a Paul-Henri Bourguignon original painting is hereby accepted.

SECTION 2. This Council and Mayor Stage thank Dr. Erika Bourguignon for her generous donation of her husband's piece "Spanish Face" for the City's permanent art collection.

SECTION 3. It will be proudly and prominently displayed in City Hall for all to view and enjoy.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/26/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: CR-25-13
1st Reading: 05/06/13
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-25-13

A RESOLUTION AFFIRMING THAT THE CITY OF GROVE CITY WILL PICK-UP, USING THE SALARY REDUCTION METHOD, STATUTORILY REQUIRED CONTRIBUTION TO THE OHIO POLICE & FIRE PENSION FUND FOR THE EMPLOYEES OF THE CITY OF GROVE CITY PURSUANT TO INTERNAL REVENUE CODE SECTION 414(h)(2)

WHEREAS, the eligible employees of the Police Department participate in the Ohio Police & Fire Pension Fund;

WHEREAS, the Council desires to pick up all of the mandatory contributions required to be paid under Section 742.31 of the Ohio Revised Code for participating employees of the Police Department who are members of the Ohio Police & Fire Pension Fund;

WHEREAS, Ohio Police & Fire Pension Fund has adopted new procedures for reporting picked-up contributions in order to properly prepare 1099-R forms for its members;

WHEREAS, the Council wishes to reaffirm, amend and/or restate its prior resolution in order to continue the pick-up under the new procedures; and

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

SECTION 1. Effective as of July 6, 2013, July 5, 2014 and July 4, 2015, this Council has determined to continue to pick-up all of the mandatory contributions by the employees who are members of the Ohio Police & Fire Pension Fund by paying the contributions through a payroll reduction.

SECTION 2. Said picked up contributions paid through a payroll reduction, even though designated as employee contributions for state law purposes, are being paid by the City of Grove City in lieu of said contributions by the employee.

SECTION 3. Said picked up contributions will not be included in the gross income of the employees for tax reporting purposes, that is, for federal or state income tax withholding taxes, until distributed from the Ohio Police and Fire Pension Fund.

SECTION 4. Said picked up contributions will be included in the gross income of the employees, for employment tax purposes, as the contributions are made to the Ohio Police and Fire Pension Fund.

SECTION 5. Said employees shall not be entitled to any option of choosing to receive the contributed amounts directly instead of having them paid by the City of Grove City to the Ohio Police and Fire Pension Fund.

SECTION 6. This resolution shall take effect at the earliest opportunity allowed by law.

Ted A. Berry, President of Council

Date: 04/10/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Davis
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-21-13
1st Reading: 04/15/13
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-21-13

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE ANNUAL HOMECOMING CELEBRATION ON JULY 26, 2013 ON THE STREETS OF TOWN CENTER

WHEREAS, the Annual Homecoming Celebration will be held on the streets of Town Center on July 26, 2013; and

WHEREAS, The Grove City Kids Association wish to sell beer during this Homecoming Celebration; and

WHEREAS, Section 529.07(b)3 of the Codified Ordinances of the City states: No person shall have in his possession an open container of beer or intoxicating liquor in a public place.

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

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the Annual Homecoming Celebration on the streets of Town Center on July 27, 2012.

SECTION 2. The provisions shall only be waived between the hours of 6:00 p.m. to 11:30 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of beer shall be from 6:30 – 10:00 p.m.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form

Stephen J. Smith, Director of Law

Date: 04/30/13
Introduced By: Mr. Davis
Committee: Safety
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-26-13
1st Reading: 05/06/13
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION CR-26-13

RESOLUTION DECLARING THE NECESSITY OF CONSTRUCTING CERTAIN SIDEWALKS IN THE CITY OF GROVE CITY, REQUIRING THAT ABUTTING PROPERTY OWNERS CONSTRUCT SAME

WHEREAS, the City believes that sidewalks are necessary for the general welfare of the City and its residents in that they provide connectivity and a safe means of pedestrian travel; and

WHEREAS, Section 729.01 of the Ohio Revised Code provides that a municipal corporation may require the construction and/or repair of sidewalks within the municipal corporation limits; and

WHEREAS, ORC Section 729.01 further provides that if the abutting landowners fail to construct and/or repair the sidewalks within the specific time frame established by the municipality, the municipality may cause the construction and/or repairs to be completed and the total costs of such to be assessed against the abutting lots or lands; and

WHEREAS, in accordance with Ohio law, the City of Grove City Codified Ordinances also require that “all owners of property abutting on streets of the City shall, upon notice being given to them pursuant to Ohio R.C. 729.02 by the Clerk of the legislative authority, construct or repair sidewalks in the street or streets on which the lot or lots abut in accordance with the specifications adopted by Council”; and

WHEREAS, the City’s consulting engineer has prepared the plans, specifications and cost estimates for the construction and repair of proper sidewalks for the properties described in Exhibit “A”; and

WHEREAS, the plans, specifications and cost estimates have been submitted to and are on file with the Clerk of Council; and

WHEREAS, as part of the annual sidewalk program, the City has budgeted funds to help assist the affected homeowners by paying part of the costs of the improvements required herein.

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

SECTION 1. It is necessary to construct and/or repair sidewalks in the City of Grove City in accordance with the plans, specifications and cost estimates prepared by the City’s Consulting Engineer and now on file in the office of the Clerk of Council in front of all of the properties described by street address in Exhibit “A” attached hereto and incorporated herein.

SECTION 2. The owners of all of the lots and lands bounding and abutting upon the area of the proposed sidewalk improvements shall construct and/or repair in accordance with the plans and specifications on file in the office of the Clerk of Council, the portions of such sidewalks abutting on their respective properties within a period of thirty (30) days after the service of notice of passage of this Resolution; and, if such construction and/or repair is not completed within the thirty (30) day period, then this Council shall have

the same done and the entire cost thereof shall be assessed upon the property of each owner of abutting lots or lands and made a lien thereon, with penalty and interest, to be collected in the manner provided by law.

SECTION 3. The Clerk of this Council is directed to cause a written notice of the passage of this Resolution to be served as required by law.

SECTION 4. The plans, specifications and estimate of cost of said construction as heretofore filed are hereby approved.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/10/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan Comm
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-26-13
1st Reading: 04/15/13
Public Notice: 4/17/13
2nd Reading: 05/06/13
Passed: Rejected: _____
Codified: Code No: _____
Passage Publication: _____

ORDINANCE C-26-13

AN ORDINANCE TO ACCEPT THE PLAT OF THE PARTIAL RESUBDIVISION OF PARKWAY CENTRE DRIVE AND STRINGTOWN ROAD GROVE CITY, LLC

WHEREAS, on December 15, 2003, Council accepted the Plat for Buckeye Parkway, Buckeye Place, Lamplighter Drive and Parkway Centre Drive; and

WHEREAS, on March 05, Planning Commission recommended approval of the Partial Resubdivision of Parkway Centre Drive; and

WHEREAS, the Plat for the Partial Resubdivision of Parkway Centre Drive and Stringtown Road has been submitted to Council for their consideration.

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

SECTION 1. The Plat of the Resubdivision of Parkway Centre Drive and Stringtown Road Grove City, LLC, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 8231, containing 2.668 acres of land, more or less. Said 2.668 acres being all of those tracts of land conveyed to Stringtown Road Grove City, LLC, by deed, all being of record in the Recorder's Office, Franklin County, Ohio, is hereby accepted and this Council accepts for public use the street right of way that is within the boundaries of this subdivision.

SECTION 2. Easements, where indicated on the plat, are hereby accepted for operation and maintenance of public utility services including but not limited to water, sanitary sewers, electricity and telephone, and to companies providing cable television and cable signal transmission services and for storm water drainage systems for the construction, operation and maintenance of the facilities to provide such services and systems above and beneath the ground.

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law