

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

May 18, 2015

6:30 Caucus

7:00 – Reg. Meet.

FINANCE: Mr. Bennett

Ordinance C-30-15 Authorize the City Administrator to enter into a Cost Sharing Agreement for Sewer Improvements and Appropriate \$36,000.00 from the Sewer Fund for Said Improvements. First reading.

Resolution CR-26-15 Waive the Provisions of Section 139.05 of the Codified Ordinances for the Construction of Restrooms with Storage for The Dream Field at Windsor Park.

Resolution CR-27-15 Authorize the City Administrator to Apply for and Accept Assistance from the Local Government Innovation Fund for a Feasibility Study to Examine the Cost Saving Opportunities from Alternative Fuels and Efficiency Technologies.

LANDS: Ms. Klemack-McGraw

Resolution CR-22-15 Approve the Preliminary Development Plan for Story Point located at the Southwest corner of Orders and Haughn Roads.

ON FILE: Minutes of: May 04 – Council Meeting

Date: 05/12/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-30-15
1st Reading: 05/18/15
Public Notice: 05/21/15
2nd Reading: 06/01/15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-30-15

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A COST SHARING AGREEMENT FOR SEWER IMPROVEMENTS AND APPROPRIATE \$36,000.00 FROM THE SEWER FUND FOR SAID IMPROVEMENTS

WHEREAS, the Section 1101.11 of the Grove City Codified Ordinances provides for cost sharing when a developer agrees to install improvements that exceed the needs of the developer to enable the City to plan for future growth; and

WHEREAS, in conjunction with an ongoing project approved by CR-11-15 - The Woods at Pinnacle, the City would like to upsize the sanitary sewer line from 8 inches to 24 inches to accommodate future development; and

WHEREAS, pursuant to the attached agreement, the City would be responsible for the cost of materials that exceed what is necessary for the development.

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

SECTION 1. Council hereby approves the Agreement attached hereto as Exhibit "A".

SECTION 2. There is hereby appropriated \$36,000.00 from the unappropriated monies of the Sewer Fund and appropriated to account #502800.577000 for the Current Expense of said improvements.

SECTION 3. 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

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-30-15

Exhibit "A"

AGREEMENT

This Agreement (the "Agreement") is entered into by and between the City of Grove City, Ohio, an Ohio municipal corporation (the "City"), Schottenstein Homes, LLC, an Ohio limited liability company ("SH") and Pinnacle Land Holdings, LLC, an Ohio limited liability company ("PLH").

BACKGROUND INFORMATION

SH is in contract to purchase 32+/- acres of land located south of Pinnacle Club Drive and north of Holton Road, which property is more particularly described in Exhibit A attached hereto (the "Property").

SH and PLH propose to develop the Property into a single family residential neighborhood as approved by Resolution CR-11-15. Development of the property will require the extension of a sanitary sewer from its current location on property owned by Pinnacle Golf Club, LLC ("PGC"), an affiliate of PLH, north of Pinnacle Club Drive to the Property (the "Sanitary Sewer Line Extension").

The City's plan for extending the sanitary sewer for future development includes the construction of a 24 inch sanitary sewer from its current location on property located north of Pinnacle Club Drive southerly through the Property as is generally depicted on Exhibit B attached hereto (the "Sewer Trunk Line Extension"). The Sewer Trunk Line Extension is designed to provide sanitary sewer service to the Property and to other properties located south of the Property. SH and the City desire that that SH shall construct the Sewer Trunk Line Extension and the City shall pay to SH an amount equal to the difference between the cost to construct the Sewer Trunk Line Extension and the amount the cost would have been had the Sewer Trunk Line Extension been a 15 inch sewer instead of a 24 inch sewer. Pursuant to Section 1101.11(b)(1) of the Grove City Codified Ordinances, the City shall be responsible for the cost of materials for the upsized line.

PLH, SH and the City desire that the Property be joined to the Pinnacle Community Infrastructure Financing District (the "Financing District") and to the tax increment financing district established for the Pinnacle community (the "TIF District").

PLH, the City and SH desire that the improvement depicted in Exhibit C attached hereto shall be constructed at the current eastern terminus of Pinnacle Club Drive and that the cost thereof be paid from funds received from the TIF District. The improvement shall be consistent with other entry features in the surrounding development, as determined by the City, and completed at a time set by the City.

STATEMENT OF AGREEMENT

In order to gain mutual benefits, the City, PLH and SH agree as follows:

1. **Sewer Trunk Line Extension.** Contemporaneously with PLH's and SH's closing of the purchase of the Property, PLH shall deliver from PGC to the City an easement to construct, operate and maintain the Sewer Trunk Line Extension from its current location south of Pinnacle Club Drive to the Property. As soon as is practicable after the date that SH and PLH shall have closed on the purchase of the Property, SH shall contract for the completion of the construction plans of the Sewer Trunk Line Extension. As soon as practicable after the plans are complete and

approved by the City, SH shall request bids for the construction of the Sewer Trunk Line Extension. The bids will include two alternatives for the cost of material; one for a 15 inch sewer and one for a 24 inch sewer (the difference in the two costs of material is hereinafter referred to as the "Incremental Cost"). The bid to be accepted by SH shall be subject to the reasonable approval of the City's engineer. Within 30 days after the date the construction of the Sewer Trunk Line Extension has been completed and approved by the City, the City shall pay to SH an amount equal to the Incremental Cost. SH shall grant to the City an easement for the operation and maintenance of the Sewer Trunk Line Extension over the Property.

2. **TIF District.** Upon the City's request, as soon as is practicable after SH has closed the purchase of the property, SH and the City shall take all actions necessary to join the Property to the TIF District.

3. **Financing District.** Upon the City's and the Financing District's request and provided SH has closed the purchase of the Property, SH take all actions necessary to join the Property to the Financing District. The documents accomplishing this joinder shall provide that the amount of the charge payable by the owner of each lot developed on the Property shall be established using the same formula as that used to establish the charge payable to the Financing District by the owner of each lot developed in the Pinnacle Club development.

4. **Miscellaneous.**

(a.) **Other Assessments, Charges and Fees.** So long as charges to the Financing District are still due and owing from owners of lots developed from the Property, the City will not levy any special assessments against the Property, SH or any owner of the Property or of any lot developed therefrom other than what may be charged uniformly to other citizens of the City.

(b.) **Notice.** Any notice shall be deemed sufficient if given personally or by mailing the same, postage prepaid, by certified or registered mail, return receipt requested, addresses to such party at the following:

Schottenstein Homes, LLC	The City of Grove City	Pinnacle Land Holdings, LLC
140 Mill St., Suite A	P.O. Box 427	Attn: Brett Younkin
Gahanna, Ohio 43230	4035 Broadway Street	1500 Pinnacle Club Dr.
	Grove City, Ohio 43123	Grove City, Ohio 43123

Any party may change the address to which notice is to be given by written notice as herein provided.

(c.) **Successors and Assigns.** The rights and obligations of the city and Developer hereunder shall be personal and shall not inure to the benefit of or be binding upon any successor or assign.

- (d.) **Other Agreements.** This Agreement supersedes any and all prior agreements, arrangements, negotiations, understandings and acknowledgements between the City and SH relative to the matters contained herein, whether oral or written.
- (e.) **Supplemental Agreement.** The parties recognize that certain aspects of the development contemplated by this Agreement may not be determinable at the present time. The parties therefore agree to work together to supplement this agreement, if necessary, to carry out the intent thereof. However, no supplement, amendment, modification or alteration of this Agreement shall be valid unless in writing and signed by the parties hereto. The City hereby grants authority to the City Administrator/Development Director of the City to enter into amendments or supplements to this Agreement provided the same are not materially inconsistent with the general intent of the parties as reasonably determined by the Development Director.
- (f.) **Invalidity.** If, for any reason, any one or more articles, sections, sentences, clauses or parts of this Agreement are held invalid by any court of law or duly authorized public body, such determination shall not affect, impair or invalidate the remaining provisions of this Agreement but shall be confined in its operation to the specific articles, sections, sentences or parts of this Agreement held invalid and the invalidity of any article, section, sentence, clause or part of the Agreement in any one or more instances shall not prejudice in any way the validity of the Agreement in any other instance.
- (g.) **Force Majeure.** In the event that either party hereto shall be delayed, hindered in, or prevented from performing any act required hereunder by reason of strikes, lock-outs, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots insurrection, war or any reason of a like nature not the fault of the party delayed in performing such act, that party shall be excused for the period of the delay and the period allowed for the performance of such act shall be extended for a period equivalent to the period of such delay.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers as of _____, _____, 2015.

Schottenstein Homes, LLC

By: _____

Steven Schottenstein, President

Pinnacle Land Holdings, LLC

By: _____

Joe Ciminello, Member

The City of Grove City, Ohio

By: _____

Its: _____

Per authority granted in Ordinance No. _____

Approved as to Form:

Law Director

Passed ____, __, 2015

Date: 05/12/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No. : CR-26-15
1st Reading: 05/18/15
Public Notice: 0 / /15
2nd Reading: 0 / /15
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-26-15

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES FOR THE CONSTRUCTION OF RESTROOMS WITH STORAGE FOR THE DREAM FIELD AT WINDSOR PARK

WHEREAS, on June 16, 2014 this Council enacted Resolution CR-30-14 which authorized a waiver of competitive bidding for the construction of a "Dream Field" for children of special needs at Windsor Park; and

WHEREAS, the waiver was granted so that in lieu of a competitive bidding process, the City could work with Grove City Little League to solicit proposals with the intent of acquiring donations of labor and/or materials for the construction of the Dream Field; and

WHEREAS, in addition to the construction of the Dream Field, Grove City Little League wants to use the funds it has collected to build restrooms with storage for the Dream Field; and

WHEREAS, Grove City Little League, through its contractor, is paying for and managing the construction of restrooms with storage, which will be turned over to the City upon completion; and

WHEREAS, while the City is not paying for or handling the construction, the cost of restrooms with storage exceeds the competitive bidding threshold for the City and since the structure will transferred to the City on completion this Council must waive the provisions in Section 139.05 of the Codified Ordinances.

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

SECTION 1. The City would like to acknowledge and thank Grove City Little League for the gift of restrooms with storage for the Dream Field.

SECTION 2. Acknowledging the fact that the City is not paying for the improvement, the City hereby waives competitive bidding for the construction of restrooms and storage for the Dream Field at Windsor Park. The provisions of Section 139.05 of the Codified Ordinances are hereby waived for the as such an improvement is in the best interests of the City.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Date: 05/12/15
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No. : CR-27-15
1st Reading: 05/18/15
Public Notice: 0 / /
2nd Reading: 0 / /
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-27-15

A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO APPLY FOR
AND ACCEPT ASSISTANCE FROM THE LOCAL GOVERNMENT INNOVATION FUND
FOR A FEASIBILITY STUDY TO EXAMINE THE COST SAVING OPPORTUNITIES
FROM ALTERNATIVE FUELS AND EFFICIENCY TECHNOLOGIES

WHEREAS, fleet vehicles perform important services for the City and its residents, including emergency response, infrastructure maintenance, and administrative functions; and

WHEREAS, fleet vehicle operations have significant financial and environmental costs; and

WHEREAS, maximizing operational cost-effectiveness and environmental performance of the fleet vehicles is in the best interest of the City and its residents; and

WHEREAS, it is recognized that this study will provide vital information on options for improving fleet cost-effectiveness, efficiency, and environmental performance; and

WHEREAS, this is a collaborative effort with Jackson Township and South-Western City Schools.

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

SECTION 1. This Council hereby supports and authorizes the City Administrator to submit applications and to enter into any agreements as may be necessary for obtaining assistance from the Local Government Innovation Fund for a feasibility study to examine the cost saving opportunities from alternative fuels and efficiency technologies.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 04/28/15
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

*postponed
to 5-13*

No. : CR-22-15
1st Reading: 05/04/15
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-22-15

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR STORY POINT LOCATED AT THE SOUTHWEST CORNER OF ORDERS AND HAUGHN ROADS

WHEREAS, on April 22, 2015, the Planning Commission recommended approval of the preliminary development plan for Story Point with the following stipulation:

1. An annexation petition be filed with the Franklin County Commissioners prior to approval of a preliminary development plan.

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

SECTION 1. This Council hereby accepts the Preliminary Development Plan for Lamplighter Senior Village, contingent upon the stipulation set by Planning Commission.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law