

GROVE CITY, OHIO COUNCIL  
LEGISLATIVE AGENDA

August 3, 2020

6:30 Caucus

7:00 p.m.

Regular Meeting

Call to Order: President Houk

Roll Call: Clerk of Council

Approval of Minutes from 7/20/2020

Welcome and Reading of Agenda: President Houk

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LANDS: Mr. Schottke

Ordinance C-34-20 Approve the Plat for Autumn Grove, Section 4. Second reading and public hearing.

Ordinance C-35-20 Approve a Special Use Permit for Dog Grooming for Mutts & Co. located at 4170 McDowell Road. Second reading and public hearing.

Ordinance C-36-20 Approve a Special Use Permit for a Drive-Thru for Mutts & Co. located at 4170 McDowell Road. Second reading and public hearing.

Resolution CR-26-20 Approve the Development Plan for Silco Fire & Security located at 2346 Southwest Blvd.

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SERVICE: Mr. Berry

Ordinance C-37-20 Authorize All Actions necessary to Effectuate an Opt-Out Electric Service Aggregation Program pursuant to Ohio Revised Code 4928.20 and Directing the Franklin County Board of Elections to submit the Ballot Question to the Electors and declare an emergency.

Ordinance C-38-20 Authorize the City Administrator to enter into a Contract with the Ohio Department of Transportation to Utilize the Bridge Inspection Program. First reading.

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FINANCE: Mr. Holt

Ordinance C-32-20 Enact the Wet Basement Grant Program and Appropriate \$200,000.00 from the Sidewalk Program to the Wet Basement Program. Second reading and public hearing.

Ordinance C-39-20 Approve the Settlement Agreement for Capital Telecom Holdings II, LLC vs. Grove City, Ohio. First reading.

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Call for New Business: President Houk

Call for Dept. Reports & Closing Comments: President Houk

Adjourn meeting: President Houk - Unanimous Consent

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ON FILE: Minutes of: 07/20/20 Council Meeting; 7/20/20 Plan. Comm. Meeting

Date: 07/14/20  
Introduced By: Mr. Schottke  
Committee: Lands  
Originated By: Plan Comm  
Approved: \_\_\_\_\_  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No.: C-34-20  
1st Reading: 07/20/20  
Public Notice: 7/21/20  
2nd Reading: 08/03/20  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-34-20

### AN ORDINANCE TO ACCEPT THE PLAT OF AUTUMN GROVE, SECTION 4

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WHEREAS, Autumn Grove, Section 4, a subdivision containing lots 115 to 163, both inclusive, 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 Autumn Grove, Section 4, situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City and being part of Virginia Military Survey No. 1383, containing 15.280 acres of land, more or less. Said 15.280 acres being part of those tracts of land conveyed to Autumn Grove 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.

\_\_\_\_\_  
Christine Houk, President of Council

Passed:  
Effective:

\_\_\_\_\_  
Richard L. Stage, Mayor

Attest:

\_\_\_\_\_  
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance  
is correct as to form.

\_\_\_\_\_  
Stephen J. Smith, Director of Law

Date: 07/14/20  
Introduced By: Mr. Schottke  
Committee: Lands  
Originated By: Plan. Comm.  
Sponsor: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : C-35-20  
1st Reading: 07/20/20  
Public Notice: 7/21/20  
2nd Reading: 08/03/20  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-35-20

### AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR DOG GROOMING FOR MUTT & CO. LOCATED AT 4170 MCDOWELL ROAD

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WHEREAS, Mutt & Co., applicant, has submitted a request for a Special Use Permit for a Dog Grooming business located at 4170 McDowell Road; and

WHEREAS, on July 07, 2020, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

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

**SECTION 1.** A Special Use Permit, under Section 1135.09b(12)Ak is hereby issued to Mutt & Co., located at 4170 McDowell Road, as submitted.

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

\_\_\_\_\_  
Christine Houk, 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: 07/14/20  
Introduced By: Mr. Schottke  
Committee: Lands  
Originated By: Plan. Comm.  
Sponsor: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : C-36-20  
1st Reading: 07/20/20  
Public Notice: 7/21/20  
2nd Reading: 08/03/20  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-36-20

### AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE-THRU WINDOW FOR MUTT & CO. LOCATED AT 4170 MCDOWELL ROAD

WHEREAS, Mutt & Co., applicant, has submitted a request for a Special Use Permit for a Drive-Thru Window located at 4170 McDowell Road; and

WHEREAS, on July 07, 2020, 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. The entrance for the drive-thru shall flow from the east side (rear) of the building out through the west side (front).

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)Aj is hereby issued to Mutt & Co., located at 4170 McDowell Road, contingent upon the stipulation set by Planning Commission.

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

\_\_\_\_\_  
Christine Houk, 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: 07/27/20  
Introduced By: Mr. Schottke  
Committee: Lands  
Originated By: Plan. Comm.  
Sponsor: \_\_\_\_\_  
Emergency: 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : CR-26-20  
1st Reading: 08/03/20  
Public Notice: \_\_\_\_\_  
2nd Reading: \_\_\_\_\_  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## RESOLUTION NO. CR-26-20

### A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR SILCO FIRE & SECURITY LOCATED AT 2346 SOUTHWEST BOULEVARD

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WHEREAS, on July 20 2020, the Planning Commission recommended approval of the Development Plan for Silco Fire & Security located at 2346 Southwest Blvd., with the following stipulations:

1. A deviation shall be granted from the minimum parking space size to permit 162 square foot (9' x 18') spaces on the site;
2. Variances shall be obtained through the Board of Zoning Appeals from Table 1135.12 II for the building setback from the south and west property lines.

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

SECTION 1. This Council hereby approves the Development Plan for Silco Fire & Security located at 2346 Southwest Blvd., contingent upon the stipulations set by Planning Commission.

SECTION 2. This approval shall be good for 12 months from the date passed, or as otherwise provided in Section 1101.07(b) of the Codified Ordinances of the City of Grove City, Ohio.

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

\_\_\_\_\_  
Christine Houk, 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: 7/20/2020  
Introduced By: Mr. Berry  
Committee: Service  
Originated By: Mr Berry  
Approved: \_\_\_\_\_  
Emergency: X 30 Days: \_\_\_\_\_  
Current Expense: \_\_\_\_\_

No. : C-37-20  
1st Reading: 07/20/20  
Public Notice: 07/21/20  
2nd Reading: 08/03/20  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-37-20

AN ORDINANCE TO AUTHORIZE ALL ACTIONS NECESSARY TO EFFECTUATE AN OPT- OUT ELECTRIC SERVICE AGGREGATION PROGRAM PURSUANT TO OHIO REVISED CODE 4928.20; AND DIRECTING THE FRANKLIN COUNTY BOARD OF ELECTIONS TO SUBMIT THE BALLOT QUESTION TO THE ELECTORS AND DECLARE AN EMERGENCY

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WHEREAS, Section 4928.20 of the Ohio Revised Code authorizes the legislative authorities of municipal corporations, townships and counties to aggregate automatically, subject to opt-out provisions, competitive electric service for the retail electric loads located in the respective jurisdictions and to enter into service agreements to facilitate the sale and purchase of the service for the electricity loads; and

WHEREAS, such legislative authorities may exercise such authority jointly with any other legislative authorities; and

WHEREAS, governmental aggregation may permit residential and small business customers to realize lower electric rates from the collective purchasing of electric services; and

WHEREAS, this Council seeks to establish a governmental aggregation program with opt- out provisions pursuant to Section 4928.20, Ohio Revised Code (the "Aggregation Program"), for the residents, businesses and other electric consumers in the City and in conjunction jointly with any other municipal corporation, township, county or other political subdivision of the State of Ohio, as permitted by law.

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

SECTION 1. That provided this Ordinance and the Aggregation Program is approved by the electors of the City of Grove City pursuant to Section 2 of this Ordinance, the City of Grove City is hereby authorized to aggregate in accordance with Section 4928.20 of the Ohio Revised Code, the retail electrical loads located within the City of Grove City, and, for that purpose to enter into service agreements to facilitate for those loads the sale and purchase of electricity. The City of Grove City may exercise such authority jointly with any other municipal corporation, township or county or other political subdivision of the State of Ohio to the full extent permitted by law. The aggregation will occur automatically for each person owning, occupying, controlling, or using an electric load center proposed to be aggregated and will provide for the opt-out rights described in Section 4 of this Ordinance.

SECTION 2. That the Board of Elections of Franklin County is respectfully directed to submit the following question, in language approved by the Board of Election, to the electors of the City of Grove City at the general election on November 03, 2020:

"Shall the City of Grove City have the authority to aggregate the retail electric loads located in the City, and for that purpose, enter into service agreements to facilitate for those loads the sale and

purchase of electricity, such aggregation to occur automatically except where any person elects to opt out?"

The Aggregation Program shall not take effect unless approved by a majority of the electors voting upon this Ordinance and the Aggregation Program provided for herein at the election held pursuant to this Section 2 and Section 4928.20 of the Ohio Revised Code.

SECTION 3. That the Clerk of Council is instructed to file a certified copy of this Ordinance and the proposed form of the ballot question with the County Board of Elections not less than ninety (90) days prior to November

SECTION 4. That upon the approval of a majority of the electors voting at the election provided for in Section 2 of this Ordinance, this Council individually or jointly with any other political subdivision, shall develop a plan of operation and governance for the Aggregation Program. Before adopting such plan, this Council shall hold at least two public hearings on the plan. Before the first hearing, notice of the hearings shall be published once a week for two consecutive weeks in a newspaper of general circulation in the City. The notice shall summarize the plan and state the date, time, and location of each hearing. No plan adopted by this Council shall aggregate the electrical load of any electric load center with the City unless it in advance clearly discloses to the person owning, occupying, controlling, or using the load center that the person will be enrolled automatically in the Aggregation Program and will remain so enrolled unless the person affirmatively elects by a stated procedure not to be so enrolled. The disclosure shall state prominently the rates, charges, and other terms and conditions of enrollment. The stated procedure shall allow any person enrolled in the Aggregation Program the opportunity to opt out of the program at any time without paying a switching fee. Any such person that opts out of the Aggregation Program pursuant to the stated procedure shall default to the standard service offer provided under division (a) of Section 4928.14 or division (d) of Section 4928.35, Ohio Revised Code until the person chooses an alternative supplier.

SECTION 5. That all formal actions of this Council concerning and related to the adoption of this Ordinance were taken in an open meeting of said Council, and that all deliberations of this Council that resulted in such formal action were made in meetings open to the public, when required by law, in full compliance with all legal requirements, including without limitation, provisions of the Charter of the City of Grove City, and Section 121.22 of the Ohio Revised Code.

SECTION 6. That this Ordinance is hereby declared an emergency for the health, safety, and general welfare of the community in that the deadline for submission to the Board of Elections, for the November 03, 2020 ballot is August 05, 2020, and shall therefore go into immediate effect.

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Christine A. Houk, President of Council

Passed:

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Richard L. Stage, Mayor

Effective:

Attest:

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Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correct as to form.

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Stephen J. Smith, Director of Law

Date: 07/27/20  
Introduced By: Mr. Berry  
Committee: Service  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No. : C-38-20  
1st Reading: 08/03/20  
Public Notice: 08/04/20  
2nd Reading: 08/17/20  
Passed: \_\_\_\_\_ Rejected: \_\_\_\_\_  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-38-20

### AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A CONTRACT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO UTILIZE THE BRIDGE INSPECTION PROGRAM

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WHEREAS, the City of Grove City has determined the need for the described project:

Bridge Inspection Program Services, including, but not limited to bridge load rating calculations, scour assessments, bridge inspections, and fracture critical plan development.

WHEREAS, the City would like to participate in the Ohio Department of Transportation Bridge Inspection Program.

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

SECTION 1. Being in the public interest, the City of Grove City gives consent to the Director of Transportation to participate in the Ohio Department of Transportation Bridge Inspection Program.

SECTION 2. The City of Grove City shall cooperate with the Director of Transportation in the above described project as follows:

The State shall assume and bear 100% of all of the cost for Bridge Inspection Program Services requested by the City and agreed to by the State. Eligible Bridge Inspection Services are described in the Consultant's Scope of Services Task Order Contract (Exhibit A).

The City of Grove City agrees to pay 100% of the cost of those features which are not included in Exhibit A.

SECTION 3. The City of Grove City agrees that all right-of-way required for the described project will be made available in accordance with current State and Federal regulations.

SECTION 4. The City Administrator is hereby empowered on behalf of the City of Grove City to execute necessary contracts with the Director of Transportation which is necessary to participate in the Ohio Department of Transportation Bridge Inspection Program.

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

C-38-20  
Exhibit A

Approved Final Scope of Services Minutes Date: \_\_\_\_\_

## **GENERAL ENGINEERING SERVICES Central Office, Office of Structural Engineering Scope of Services**

The CONSULTANT may be required to perform the following services on a task order type basis for bridges designated by regulation or by agreement as City or Village inspection responsibility. Tasks which may include but are not limited to the following:

### Task 1 - Scour Tasks

- Task 1A - Scour Critical Assessment
- Task 1B - Scour Plan-of-Action
- Task 1C – Scour Analysis

### Task 2 - Load Rating Tasks

- Task 2A - Field Measurements for Load Rating
- Task 2B - Load Rating Calculations

### Task 3 – SMS Structure Inventory and Review

### Task 4 – Inspection Procedures

- Task 4A - Fracture Critical Plan
- Task 4B – Underwater Inspection Procedures

### Task 5 - Bridge Inspection

- Task 5A – Routine Bridge Inspection
- Task 5B – Fracture Critical Inspection
- Task 5C – Underwater Dive Inspection

Services shall be conducted in accordance with the following:

- ODOT Manual of Bridge Inspection, Latest Version
- ODOT SMS Bridge and Inventory Coding Guide, Latest Version
- ODOT Bridge Design Manual, Section 900), Latest Version
- Hydraulic Engineering Circulars 18, 20 and 23
- The Manual for Bridge Evaluation, Second Edition 2013 interim with revisions, AASHTO

Publication

- Bridge Inspector's Reference Manual, FHWA NHI Publication Number: 12-049,  
Publication Year: 2012
- Underwater Bridge Inspection, FHWA Publication Number: FHWA NHI-10-027,  
Publication Year: 2010

The CONSULTANT shall maintain a project cost accounting system that will segregate costs for individual task orders. The invoicing progress reports shall be detailed enough to show the breakdown of each assigned structure indicating the status of all subtasks. Completion of the individual subtasks is necessary for reimbursement credits.

The Department will be performing an annual Quality Assurance Review (QAR) for each selected consultant in accordance with Manual of Bridge Inspection to ensure accuracy and consistency of the inspection and documentation in SMS. This typically includes an office and field review.

The project will be divided into four (4) sub-projects (SP). A CONSULTANT will be selected for each sub-project. Municipalities opted into the previous inspection program will have the option to renew their legislation. Municipalities with population greater than 50,000 people are excluded from the program. The sub-projects have the following general geographic areas, category characteristics, and maximum contract values for the municipalities with municipal inspection responsibility obtained from SMS data as of March 2019.

**Project: SP01 - District (1, 2, &3), Total Structures = 435\***

<b>Type</b>	<b>L ≤ 20'</b>	<b>20' &lt; L ≤ 60'</b>	<b>60' &lt; L ≤ 200'</b>	<b>L &gt; 200'</b>	<b>Total</b>
<b>Single Span</b>	170	158	24	0	<b>352</b>
<b>Multi-Span</b>	21	18	29	15	<b>83</b>
<b>Culvert</b>	156	45	0	0	<b>201</b>
<b>Truss</b>	0	0	2	0	<b>2</b>
<b>Underwater Inspection</b>	0	0	0	0	<b>0</b>
<b>Fracture Critical Inspection</b>	0	4	0	0	<b>4</b>
<b>Load Rating**</b>	149	75	16	10	<b>250</b>

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**General Engineering Services Scope of Services  
Central Office, Office of Structural Engineering  
PID No. 109334**

**Project: SP02 - District (4, 11, &12), Total Structures = 270\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	86	86	25	0	197
Multi-Span	16	14	27	16	73
Culvert	82	36	0	0	118
Truss	1	1	5	0	7
Underwater Inspection	0	0	0	1	1
Fracture Critical Inspection	0	1	5	0	6
Load Rating**	67	35	16	5	123

\* Level 1 Bridge Inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**Project: SP03 - District (5, 6, &10), Total Structures = 355\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	132	126	29	0	287
Multi-Span	7	8	35	18	68
Culvert	108	62	4	0	174
Truss	0	0	8	0	8
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	0	8	1	9
Load Rating**	141	73	20	8	242

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

**Project: SP04 - District (7, 8 &9), Total Structures = 426\***

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	150	125	29	0	304
Multi-Span	27	42	41	12	122
Culvert	135	93	30		231
Truss	0	1	5	1	7
Underwater Inspection	0	0	1	1	2
Fracture Critical Inspection	0	2	4	1	7
Load Rating	180	81	27	2	290

\* Level 1 bridge inspection structures

\*\* Tasked as budget allows w/priority for NBI bridges

Please note that the total number of structure types is estimated based on current SMS data query, and it may be adjusted when tasks are assigned in the future.

### **UNDERSTANDING**

1. Inspections shall be completed by firm's full-time staff prequalified with ODOT for Level 1 bridge inspection according to the Manual of Bridge Inspection.
2. Task order are intended for maintaining compliance with the FHWA 23-Mertics, Ohio Revised Code, and ODOT policy manuals. Deadlines set by the task orders shall be respected.
3. All reports and records compiled under this agreement shall become the property of the City or Village and shall be housed in the City or Village. ODOT shall receive an electronic copy of plans, analysis files, reports and other items mentioned below.
  - a) CONSULTANT shall perform all applicable updates to SMS with new or revised information for structure inventory and appraisal data, inspections, scour, fracture critical members, and load ratings.
  - b) CONSULTANT shall submit copies of all reports and calculations electronically, or in hard copies when requested, to the City or Village for inclusion in their bridge records.
  - c) This includes, as applicable, a printed copy of the inspection report, Scour Plan-of-Action, Fracture Critical Plan, load rating report, gusset plate analysis, inspection procedures, and field measurement notes, digital pictures as well as a reproducible digital data file (.pdf, .doc, .xml, and .xls formats).
4. Copies of all transmittal letters related to this Task Order shall be submitted to Central Office, Office of Structural Engineering.
  - a) When required, CONSULTANTS shall locate the original construction plans, as-built, and shop drawings from archive locations specified by the municipality and upload them onto SMS.

**Services to be furnished by CONSULTANT may include:**

### **TASK 1 - SCOUR TASKS**

**Task 1A – Scour Critical Susceptibility NBIS Item 113)** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection. Deliverables include field notes, a completed Scour Critical Assessment Checklist as per Appendix I of the 2014 Manual of Bridge Inspection, and any other reference material needed for the bridge

owner to properly maintain their bridge files. Channel photos or cross sections maybe tasked under this item if assigned.

**Task 1B - Scour Plan-of-Action** - The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection Appendix H for the scope of this task. Deliverables include a completed Scour Plan-of-Action, field notes, calculations, and any other reference material needed by bridge owner to maintain bridge files.

## **TASK 2 – LOAD RATING TASKS**

**Task 2A - Field Measurements for Load Rating** - Should no plans exist or if additional information is required, each main member shall be field measured for load rating. The condition of the member should be noted on the field documentation. All measurements shall be included in the load rating report.

**Task 2B - Load Rating Calculations** – A bridge carrying vehicular traffic shall be rated to determine the safe load carrying capacity. The CONSULTANT shall review existing bridge plans and inspection reports and other inspection information such as photographs and estimates of section loss for bridge members and connections. The analysis for existing structures shall be performed for AASHTO HS20-44 [MS 18] (truck, lane, & military) loading for both inventory and operating levels, and for the four Ohio Legal Loads including the special hauling vehicles (2F1, 3F1, 4F1, and 5C1, SU4, SU5, SU6, SU7, EV2, and EV3) at operating level. The CONSULTANT shall try to complete the load rating analysis utilizing BrR (Virtis) at first. Hand-calculations or Spreadsheets if BrR is not applicable. The BrR analysis file, other load rating files, and BR100 shall be included with the submittal to OSE.

The inventory and operating ratings shall be coded as per the most recent version of the ODOT Bridge Inventory Coding Guide. Update SMS Inventory with the load rating results and upload BR100 pdf file.

The electronic deliverable shall include if applicable an Excel spreadsheet or other files used for analysis for each bridge which shall include the member areas, member capacities both with and without section loss, influence lines (can be the ordinates or graph of the lines), dead loads and dead load stresses in members, live loads and live load stresses in members for all truck loadings and the load ratings of the members. Truck loadings to be used for the ratings are specified in BDM Section 900.

The Load Rating Report shall be prepared by a registered or non-registered engineer and it shall be checked, signed, sealed and dated by an Ohio Registered Professional Engineer.

The Load Rating Report shall explain the method used to calculate the load rating of each bridge.

AASHTO Load Factor Rating (LFR) shall be utilized for all bridges not designed by Load and Resistance Factor Design. AASHTO Load and Resistance Factor Rating (LRFR) shall be utilized for all structures designed for HL93 loading starting October 2010.

Load Rating Report Submittal to the City or Village shall include:

- a. Two (2) printed copies and one electronic pdf copy of the Load Rating Report for each bridge.
- b. Final summary of inventory and operating ratings for each member and the overall ratings of the structure shall be presented for each live load truck. An acceptable format is ODOT form BR-100.
- c. Analysis program input files. Both input and output files shall be submitted when programs other than BrR or spreadsheets are used.
- d. All calculations related to the load rating.
- e. If applicable, the weight limits posting recommendations including a copy of the standard posting sign; such as R12-1 (24" x 30"), R12-H5 (30" x 48"), and R12-H7 (30" x 30").

### **TASK 3 – SMS STRUCTURE INVENTORY AND REVIEW**

The scope of this task includes a limited review of the structure inventory data in the ODOT SMS. In general, the CONSULTANT shall review specific existing ODOT bridge inventory records (as provided by the City and approved by ODOT) of the designated bridge. The CONSULTANT may download the inventory report, which contains inventory data for each bridge on file with ODOT from the ODOT website.

The CONSULTANT shall verify this data and determine if the ODOT SMS structure file information needs changing. If no changes are necessary, then no SMS inventory needs to be filled out. If changes are necessary, the scope of this task shall also include completing and filing inventory updates (and supplements, as needed) in SMS. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of SMS for inventory coding details.

### **TASK 4 – INSPECTION PROCEDURES**

**Task 4A – Fracture Critical Plan** – A Fracture Critical Member Plan and inspection procedure shall be developed and updated. For more details, refer to Chapter 4: Inspection Types in the Manual of Bridge Inspection. It shall include:

1. Sketches of the superstructure with locations of all fatigue and fracture prone details identified.
  - a. Use framing plan or schematic with detail locations labeled and a legend explaining each labeled item on the scheme.

- b. Use an elevation view for trusses.
  - c. Classify similar fatigue/fracture prone details as types (e.g. end of partial cover plate).
2. A table or location of important structural details indicating:
  - a. Type of detail (e.g. end of partial cover plate, short web gap, etc.)
  - b. Location of each occurrence of detail
  - c. AASHTO Fatigue Category of detail
  - d. Identify retrofits previously installed
3. Risk Factors Influencing the inspector access.

Photos and sketches shall be properly referenced. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 4B – Underwater Inspection Procedures** – An underwater inspection procedure shall be developed. For more details, refer to Chapter 4: Underwater Inspections in the Manual of Bridge Inspection. Please note that ODOT has recently revised Appendix F of the inspection manual. The diving team shall fill out or update the new form and upload it on SMS prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on SMS at the time.

## **TASK 5 – BRIDGE INSPECTION**

**Task 5A – Routine Bridge Inspection (SMS Input)** - Perform a routine field inspection of the structure to determine the general condition. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task. Section 1111 of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) modified 23 U.S.C.144, requires Ohio to report bridge element level data for NBIS bridges on the National Highway System (NHS) to FHWA. A condition rating or element level inspection will be assigned. This task includes: Condition Rating Inspection for non-NBI structures, Condition Rating Inspection for NBI structures, and Element Level Inspection for NBI classified as NHS.

**Task 5B – Fracture Critical Inspection** - Perform a fracture critical field inspection of fracture critical items. The CONSULTANT shall update the FCM inspection procedure with current photos and descriptions. The CONSULTANT shall refer to the most recent ODOT Manual of Bridge Inspection for additional details on the scope of this task.

**Task 5C – Underwater Dive Inspection** – Perform Underwater/ In-Water inspection of substructure units according to the cycle shown in SMS. Emergency underwater inspection may arise for specific structures over the duration of the contract period. Work shall be done in accordance with the reference manuals and inspection procedure. Scour risk shall be evaluated after field and data collection.

Date: 07-01-20  
Introduced By: Mr. Holt  
Committee: Finance  
Originated By: Schottke  
Approved: \_\_\_\_\_  
Emergency: \_\_\_\_\_  
Current Expense: XX

No.: C-32-20  
1st Reading: 07-06-20  
Public Notice: 07-07-20  
2nd Reading: 07-20-20 *Postponed*  
Passed: \_\_\_\_\_ Rejected: *to 813*  
Codified: \_\_\_\_\_ Code No: \_\_\_\_\_  
Passage Publication: \_\_\_\_\_

## ORDINANCE C-32-20

### AN ORDINANCE TO ENACT THE WET BASEMENT GRANT PROGRAM AND APPROPRIATE \$200,000.00 FROM THE SIDEWALK PROGRAM TO THE WET BASEMENT PROGRAM

---

WHEREAS, the City of Grove City has studied and recognized that there are certain homes and businesses that have been built within the floodplain; and

WHEREAS, when large rain events occur, historically these areas have been prone to flooding; and

WHEREAS, after the latest rain event on March 20, 2020, the Service Department completed an evaluation of the areas affected to determine the best course of action to assist residents in preventing future flooding issues; and

WHEREAS, the attached Wet Basement Grant Program has been developed to assist residents with certain flooding issues, as outlined in the Program; and

WHEREAS, the 2020 Sidewalk Program has an available balance of \$200,000.00 to be used to fund the Wet Basement Program.

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

SECTION 1. This Council hereby enacts the Wet Basement Grant Program, as attached hereto and made a part hereof in Exhibit "A".

SECTION 2. There is hereby appropriated \$200,000.00 from the unappropriated monies of the Capital Improvement Fund to be transferred to the General Fund and appropriated to account number 100120.551300 for the current expense of the Wet Basement Program.

SECTION 3. There is hereby a \$200,000.00 appropriation reduction to account number 305000.603195.

SECTION 4. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

\_\_\_\_\_  
Christine Houk, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor



Revised 7/15/20

## WET BASEMENT GRANT PROGRAM

### What is the Wet Basement Grant Program?

The Wet Basement Grant Program is designed to assist property owners with flooding issues in their homes. It is based on the principles contained within the GroveCity2050 Community Plan and is focused on alleviating physical and environmental challenges that are not present elsewhere in the community.

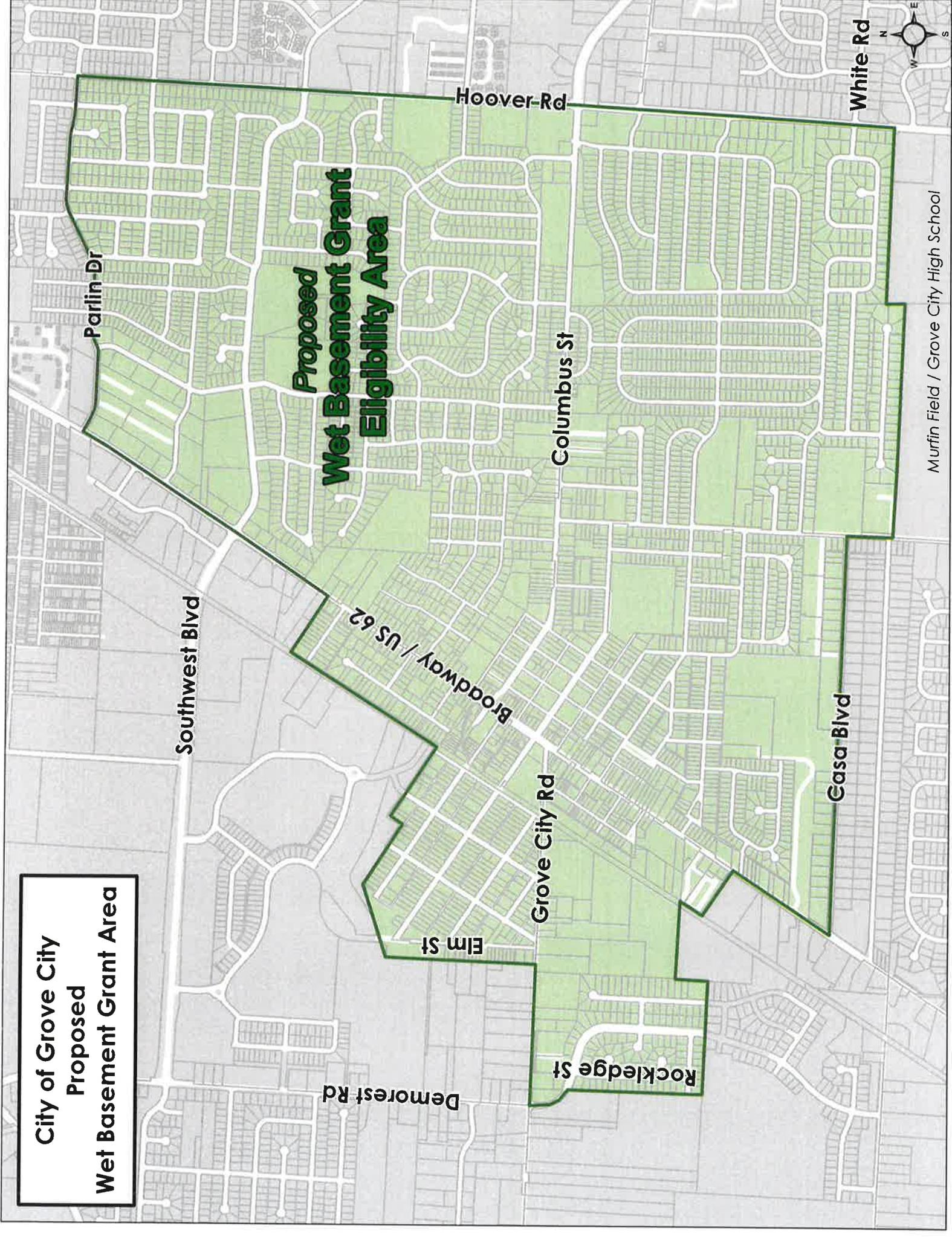
- **Water in Basement:** Most basement flooding is not related to the sanitary sewer system. In many cases, soil settles adjacent to the building and, if not corrected, leads to rainwater flowing towards the building and down the outside of the foundation wall. This is particularly true in older buildings where cracks may have developed in the foundation or floor slab which allow water to enter the basement. The cement floor and basement walls of these structures may have deteriorated to the point that they are no longer waterproof. Thus, water can show up in a basement which has never had a water problem. This frequently happens when the ground is saturated after repeated or heavy rainstorms. Drainage can be improved by making sure that water drains away from the building. Homeowners can also prevent flooding by water-sealing the basement.
- **Sewers:** Most homeowners and business owners may not realize that they are responsible for the maintenance and repair of their house or sewer lateral – the pipeline between the city sewer main, usually located under the street, and the building. The sewer lateral is owned and maintained by the property owner including any part that may extend into the street or public right of way. A cracked or deteriorated lateral or one filled with tree roots can allow groundwater to seep into the system, contributing to the possible sewer backup problems. A blocked lateral will also cause backup problems.

**Program Description:** Grant money is provided as a **one-time** reimbursement and matched at \$.50 per \$1.00 of private investment up to a maximum of \$5,000. The total reimbursement amount will be based on submitted paid invoices contained within and set as part of the approved grant application.

**Eligible Geography:** Historic flood-prone areas within Grove City as depicted on the map, herein.

**City of Grove City  
Proposed  
Wet Basement Grant Area**

**Proposed  
Wet Basement Grant  
Eligibility Area**



Murfin Field / Grove City High School

Revised 7/15/20

**The Wet Basement Grant Program Eligibility:**

1. Flood abatement projects that are eligible for consideration are deemed necessary by the City Administrator to mitigate substantial impacts resulting from flooding due to significant weather-related events that occurred not already covered by insurance.
2. Is limited to single-family homes in Grove City.
3. Submittal of application must be accompanied by an inspection/project report/estimate by one of the following licensed professionals: plumber, home inspector, or contractor approved by the City of Grove City Building Department.
4. Projects will be evaluated for effectiveness by City inspectors via on-site inspection prior to granting funds.
5. 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. All properties participating in the program shall comply with all applicable zoning, building and property maintenance standards.

**Measures to Prevent Basement Flooding**

- Cleaning of gutters and downspouts of debris
- Drain downspouts more than 3 feet from the basement wall
- Correct dirt settling adjacent to the foundation by sloping away from wall
- Unclog downspout and sump pump line to the street
- Install backflow prevention device and/or standpipe
- Replace sump pump w/ alarm and/or back-up battery
- Deepen sump pit
- Install plastic shields over window wells
- Caulk basement walls and floor cracks
- Seal basement with an approved water-proofing product

**Not Covered**

- Replacement of gutters and/or downspouts
- Gutter covers
- Structural basement floor and wall modifications
- Foundation drainage piping

### Ways to Prevent Backups in Your Lateral and in the City Main

- **Dispose of Grease Properly:** Cooking oil should be poured into a heat-resistant container and disposed of properly, after it cools off, not in the drain. Washing grease down the drain with hot water can cause significant problems. As the grease cools off, it will solidify either in the drain, the property owner's line, or in the main sewer causing the line to constrict and eventually clog.
- **Dispose of Paper Products Properly:** Paper towels, disposable (and cloth) diapers, and feminine products can cause many problems in the property owner's lateral as well as in the city main because they do not deteriorate quickly, as bathroom tissue does.
- **Replace your line with new plastic pipe:** One way to prevent tree roots from entering your line is to replace your line and tap with new plastic pipe. If you still have problems with tree roots growing in your lateral, you may have to have roots cut periodically.
- **Illegal Plumbing Connections:** Do not connect French drains, sump pumps and other flood control systems to your sanitary sewer. It is illegal, and debris and silt will clog your line. Consult a plumber to correct any illegal connections.
- **Install a Backwater Prevention Valve:** A backwater valve is a fixture installed into a sewer line, and sometimes into a drain line, in the basement of your home or business to prevent sewer backflows. A professionally installed and maintained backwater valve allows sewage to go out, but not to come back in.

**Funding:** Projects applied for due to damage from a weather-related event will be reimbursed at a maximum of \$0.50 per \$1.00 of an eligible project's amount for portions not covered by insurance.

The maximum award shall not exceed \$5,000. The City determines the total reimbursement award based on the submitted invoices contained within the approved grant eligibility application. Costs exceeding the originally estimated amount may not be eligible for reimbursement.

**Dispersal of 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 proof of payment, 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.

This grant may be treated as income subject to Federal Income Tax. The City of Grove City is not liable for any tax implications resulting from the extension of this grant through the No

Revised 7/15/20

Wet Basement 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.

**Conflict of Interest:** No official, employee or agent of the City shall have any personal interest, either direct or indirect, in the Grant program, nor shall any such official, employee or agent participate in any decision relating to the 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. Additionally, work completed by applicants and/or property owners that hold ownership in any firm performing that work, or other instances in which the City Administrator determines a conflict of interest is or may be present, shall be ineligible for Grant funding.

**Project Monitoring:** Grant recipients must agree to allow any duly authorized representatives of the City of Grove City, at reasonable times and with twenty-four (24) 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.

**Warranty:** The City is not providing any warranty or guarantee with regard to the functioning of the grant improvements. Homeowner agrees to properly maintain and operate the improvements from the grant. Homeowner understands and acknowledges that the responsibility to maintain permanent improvements, including the cost of all future operation and maintenance, is entirely the responsibility of the Homeowner, and is not the responsibility of the City.

**Liability:** Homeowner agrees, as part of the consideration to the City for participation in this grant program, to release and forever discharge the City, its officers and employees, from any and all claims, demands, damages, losses, and expenses of all kinds associated with past and future flooded basement into Homeowner's residence. This waiver is made on behalf of Homeowner, Homeowner's heirs, successors, executors, administrators, and assigns. The Homeowner further understands and acknowledges that the City has undertaken this grant program voluntarily and is not an admission of liability or wrongdoing.

Date: 07/28/20  
Introduced By: Mr. Holt  
Committee: Finance  
Originated By: Mr. Smith  
Approved: Mr. Boso  
Emergency: 30 Days: X  
Current Expense: \_\_\_\_\_

No. : C-39-20  
1st Reading: 08/03/20  
Public Notice: 08/04/20  
2nd Reading: 08/17/20  
Passed:      Rejected:  
Codified:      Code No:  
Passage Publication:

## ORDINANCE C-39-20

### AN ORDINANCE TO APPROVE THE SETTLEMENT AGREEMENT FOR CAPITAL TELECOM HOLDINGS II, LLC VS. GROVE CITY, OHIO

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WHEREAS, on January 24, 2018, New Par d/b/a Verizon Wireless and Capital Telecom Holdings II, LLC submitted an application for use approval for a wireless telecommunications tower located on American Legion property located in a C-2 district; and

WHEREAS, City Council heard the application on April 16, 2018; and

WHEREAS, the first motion to approve the application did not receive a second; and

WHEREAS, Council returned to the item later in the meeting and voted to postpone the item indefinitely resulting in a denial of the application; and

WHEREAS, on June 5, 2018, Capital Telecom Holdings II, LLC filed a Complaint against Grove City, Ohio in the United States District Court, Southern District of Ohio, Eastern Division; and

WHEREAS, the City and Capital Telecom have reached a settlement of this matter.

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

SECTION 1. Council hereby approves the settlement of Capital Telecom Holdings II, LLC vs. Grove City, Ohio, United States District Court, Southern District of Ohio, Eastern Division, Case No. 2:18-cv-00552 as set forth in Exhibit A.

SECTION 2. The Law Director is hereby further authorized and directed on behalf of the City to execute any certifications, statements, agreements, instruments, and other documents, and to take such further actions as are necessary to finalize the settlement agreement.

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

\_\_\_\_\_  
Christine A. Houk, President of Council

Passed:

\_\_\_\_\_  
Richard L. Stage, Mayor

Effective:

C-39-20  
EXHIBIT A

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Settlement Agreement”) is entered into on the date last executed below (the “Effective Date”), by the City of Grove City, Ohio (“Grove City”) and Capital Telecom Holdings II LLC with Cellco Partnership, a Delaware Partnership *d/b/a* Verizon Wireless *f/k/a* New Par *d/b/a* Verizon Wireless (“Capital Telecom”) (collectively, the “Parties”).

**WHEREAS**, in January 2018, Capital Telecom submitted a zoning application (the “Zoning Application”) to the Grove City Planning Commission for a proposed telecommunications tower and related facilities at 3363 McDowell Road, Grove City, Ohio 43123 (the “Site”). With its application, Capital Telecom proposed constructing a new 155’ tall monopole-style communication tower complete with Verizon antenna, radios, cables, and related equipment; and

**WHEREAS**, following a March 6, 2018 Planning Commission meeting, Capital Telecom’s Zoning Application was forwarded to City Council with no formal recommendation; and

**WHEREAS**, on April 16, 2018, Council for the City of Grove City denied Capital Telecom’s Zoning Application; and

**WHEREAS**, in response to the denial, Capital Telecom brought suit in the United States District Court, Southern District of Ohio (the “Court”) in Case No. 2:18-cv-552 (the “Lawsuit”). The Lawsuit was an expedited action asserting violations of the Telecommunications Act of 1996, 47 U.S.C. § 332 et seq. (“TCA”); and

**WHEREAS**, the Parties briefed three of Capital Telecom’s four counts in the Lawsuit:

- ❖ Count 1 – Council’s decision was not supported by substantial evidence
- ❖ Count 2 – Council’s decision was not explained in a written record; and
- ❖ Count 4 – Council failed to act within a reasonable time.

The Court dismissed these three counts via an interlocutory order, leaving only Count 3 – Council’s decision effectively prohibited the provisions of wireless service – remaining to be adjudicated by the Court; and

**WHEREAS**, in order to avoid further expense, inconvenience, distraction of potential litigation, and to put to rest all claims among the Parties hereto that were, or might have been asserted, against one another; the Parties would like to settle the Lawsuit.

**NOW THEREFORE**, in consideration of the foregoing as well as the agreements, promises, and mutual covenants set forth below, and subject to the terms and conditions set forth below, the Parties agree as follows:

- 1. Approval of Zoning Application.** The City of Grove City hereby approves Capital Telecom’s January 24, 2018 Use Approval Application (Project No. Z01801240004) using the revised site plan and data attached hereto as Exhibit A and incorporated herein

by reference (instead of the plan and data originally submitted). This approval includes all permits required from Grove City to the issuance of a building permit, including special use and setback variance permits.

2. **Dismissal of Complaint with Prejudice.** Within three (3) business days after the Effective Date, Capital Telecom will file the stipulated dismissal attached hereto as Exhibit B.
3. **Release.**
  - a. Capital Telecom, for itself as well as owners, agents, representatives, employees and other parties on whose behalf it could bring a legal action, hereby fully releases, acquits, and forever discharges Grove City and its appointed and elected officials, employees, agents, representatives, attorneys, and insurers from any and all claims, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses, or losses of any type, whether known or unknown, fixed or contingent, suspected or unsuspected, accrued or unaccrued, which Capital Telecom now has or may have related to, or arising out of, the Zoning Application and Grove City's denial of same.
4. **Compromise Settlement.** This Settlement Agreement is the result of a compromise of a dispute. Neither this Settlement Agreement nor any of the actions to be taken hereto shall ever, at any time, for any reason or purpose, be construed as, or be evidence of an admission of liability, culpable conduct, or other wrongdoing on the part of Grove City, and this Settlement Agreement shall not be precedent setting for any future zoning considerations of Grove City.
5. **Application of Agreement.** All terms of this Settlement Agreement shall be applicable to and binding on the Parties, their owners, employees, elected and appointed officials, agents, representatives, and successors. Nothing in this Settlement Agreement is intended to confer any benefit upon any third parties.
6. **Entire Agreement.** This Settlement Agreement constitutes and contains the entire agreement and understanding between the Parties as to the matter addressed herein and supersedes all prior and contemporaneous oral and/or written agreements, representations, and discussions. The Parties intend for this Settlement Agreement to be complete and shall not be subject to any claim of mistake of fact or law. This Settlement Agreement is intended to avoid the uncertainty of litigation and to be final and complete.
7. **Enforcement of the Agreement.** The Parties agree that should a dispute arise regarding this Agreement, the Court shall exercise continuing jurisdiction over the matter and this Agreement will be incorporated by reference into the Stipulation of Dismissal filed with the Court in this Lawsuit.

8. **Applicable Law.** This Settlement Agreement shall be governed by the laws of the State of Ohio, without regard to any potential conflict of laws.
9. **Duty to Act in Good Faith.** The Parties shall act in good faith and in accordance with this Settlement Agreement and not participate in, condone, or take any action that is contrary to the terms set forth herein.
10. **Amendment.** This Settlement Agreement may be amended or modified only in writing and signed by the Parties.
11. **Severability.** Should any provision or term of this Settlement Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, unenforceable, or void, such declaration or determination shall not affect the remaining terms of this Settlement Agreement, which shall remain independent, fully legal, valid, and enforceable pursuant to the terms of this Settlement Agreement.
12. **Construction.** This Settlement Agreement shall be considered to have been jointly drafted by the Parties.
13. **Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Settlement Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Settlement Agreement.
14. **Acknowledgment.** The Parties acknowledge they: have read carefully this Settlement Agreement; are satisfied with all the Settlement Agreement's terms; had adequate time to review and consider this Settlement Agreement and to consult with their legal counsel with respect thereto; entered into this Settlement Agreement voluntarily and of their own free will; and agree to all provisions contained herein.

*[Signatures Appear on Next Page]*

AGREED TO BY:

**City of Grove City, Ohio**

**Capital Telecom HoldingsII LLC *with*  
Cellco Partnership, a Delaware  
Partnership d/b/a Verizon Wireless f/k/a  
New Par *d/b/a* Verizon Wireless**

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_



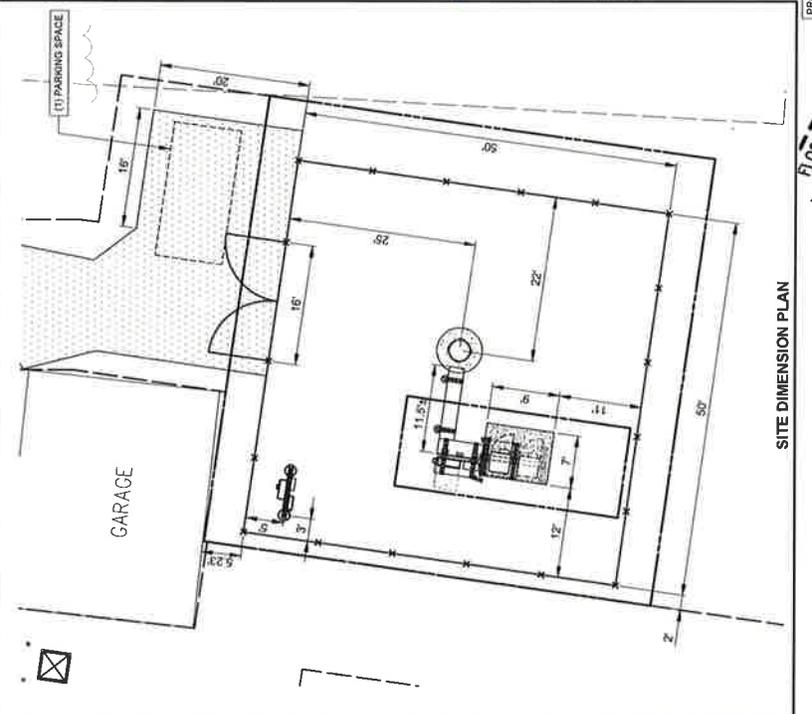
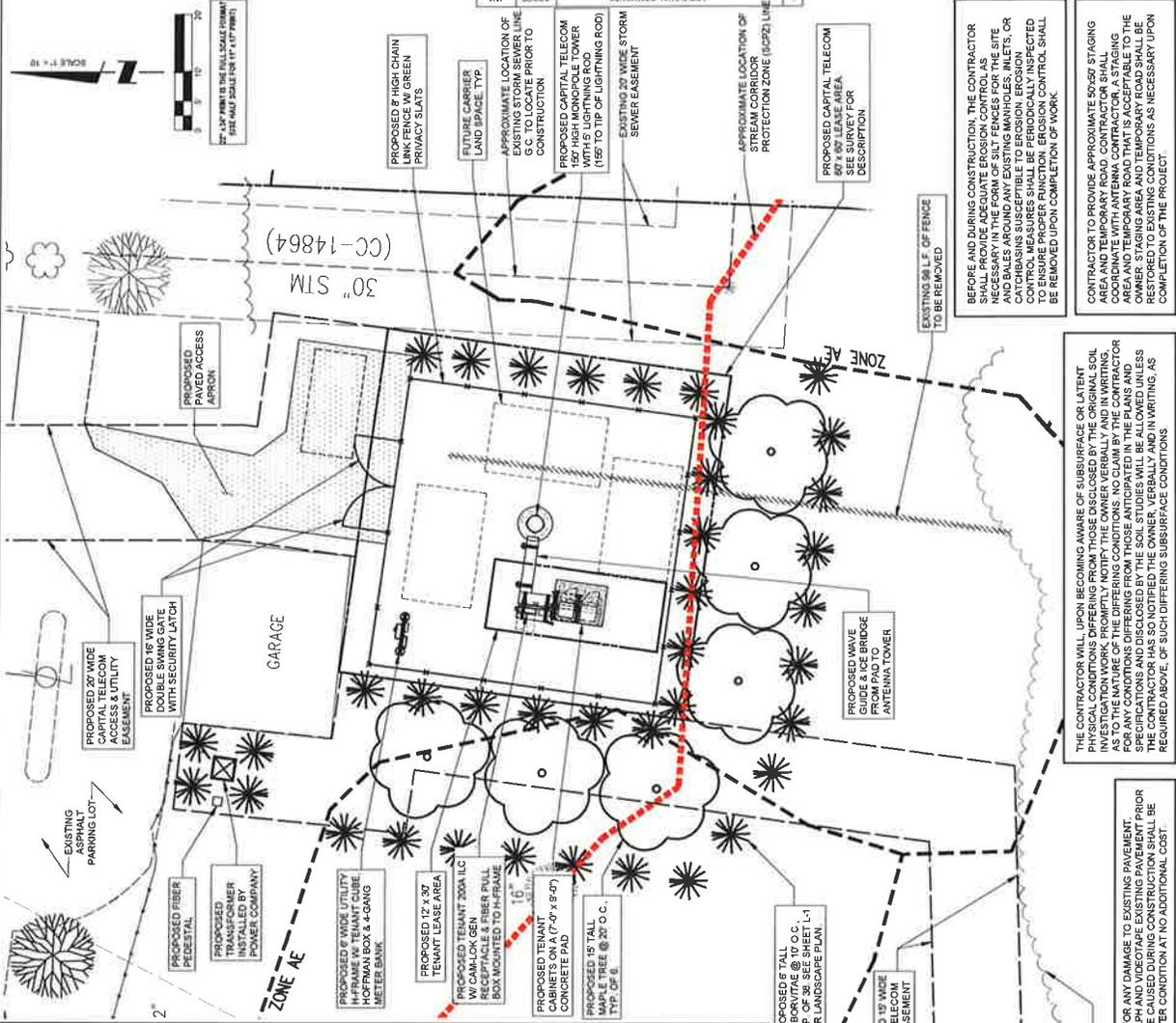
NO	DATE	DESCRIPTION
1	12/01/17	CLIENT COMMENTS
2	12/01/17	ADDP L1 TASK
3	12/01/17	REMOVE EXISTING & L1 MARK
4	11/29/18	CLIENT COMMENTS
5	11/29/18	ADDITIONAL LANDSCAPE
6	12/01/19	RELOCATE LEAS AREA
7	12/01/20	ADDITIONAL COMMENTS

**CLMB-397**  
**STRINGTOWN RD**

3363 McDOWELL RD.  
GROVE CITY, OH 43123

DRAWN BY: JAY  
CHECKED BY: JS  
DATE: 6/14/17  
PROJECT #: 64038

**ENLARGED SITE PLAN**  
SHEET TITLE:  
SHEET NUMBER:  
**Z-2**



**OHIO Utilities**  
Protection Service  
Call Before You Dig  
1-800-362-2768 AT LEAST 48 HOURS PRIOR TO EXCAVATING

**GRAVEL MATERIAL**  
ACCESS ROAD (HATCHED)  
2" NO. 57 LIMESTONE FINISHED SURFACE  
3" ASPHALT COURSE  
8" AGGREGATE BASE COURSE, GRANULES TYPE B

**LEASE SITE**  
400 S.Y.  
2" NO. 2, 4" OF NO. 30A AGGREGATE BASE  
2" NO. 57 LIMESTONE FINISHED SURFACE

THE CONTRACTOR SHALL INCLUDE AS PART OF THE BID THE COST OF REMOVAL OF ANY SURFACE VEGETATION AND ORGANIC MATERIAL FROM THE PROJECT AREA. THE CONTRACTOR SHALL REPLACE WITH ENGINEERED BACKFILL FOR THE AGGREGATE ACCESS DRIVE AND LEASE SITE. IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT

**SURVEY PREPARED BY**  
PS SURVEYING & MAPPING GROUP, LLC  
1425 PENTLAND PLACE  
COLUMBUS, OH 43235  
OFFICE: (614) 531-1122

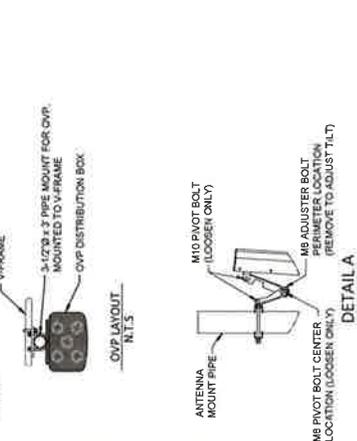
BEFORE AND DURING CONSTRUCTION THE CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL AS NECESSARY IN THE FORM OF SILT FENCES FOR THE SITE AND BARRIERS AROUND ANY EXISTING MANHOLES, INLETS, OR STRUCTURES. EROSION CONTROL MEASURES SHALL BE PERIODICALLY INSPECTED TO ENSURE PROPER FUNCTION. EROSION CONTROL SHALL BE REMOVED UPON COMPLETION OF WORK.

CONTRACTOR TO PROVIDE APPROXIMATE 800'x50' STAGING AREA AND TEMPORARY ROAD. CONTRACTOR SHALL COORDINATE WITH ANTENNA CONTRACTOR A STAGING AREA AND TEMPORARY ROAD. THE CONTRACTOR SHALL RESTORE TO EXISTING CONDITIONS AS NECESSARY UPON COMPLETION OF THE PROJECT.

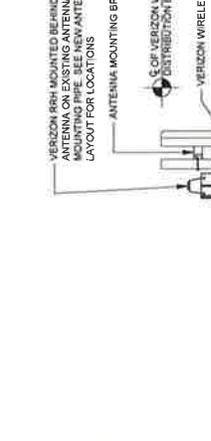
THE CONTRACTOR WILL, UPON BECOMING AWARE OF SUBSURFACE OR LATENT PHYSICAL CONDITIONS DIFFERING FROM THOSE DISCLOSED BY THE ORIGINAL SOIL INVESTIGATION WORK, PROMPTLY NOTIFY THE OWNER VERBALLY AND IN WRITING, AS TO THE NATURE OF THE DIFFERING CONDITIONS. NO CLAIM BY THE CONTRACTOR AS TO THE NATURE OF THE DIFFERING CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING PAVEMENT. CONTRACTOR SHALL PHOTOGRAPH AND VIDEO TAPE EXISTING PAVEMENT PRIOR TO CONSTRUCTION. ANY DAMAGE CAUSED DURING CONSTRUCTION SHALL BE REPLACED TO EXISTING OR BETTER CONDITION AT NO ADDITIONAL COST.

PROPOSED 15' TALL W/ CAM-LOK GEN RECEPTACLE & FIBER PULL BOX W/ WOOD TO H-RINGS  
PROPOSED 12' x 30' TENANT LEASE AREA  
PROPOSED 16' WIDE UTILITY H-FRAME W/ TENANT CUBE, HOFFMAN BOX & 4-GANG METER BANK  
PROPOSED 16' WIDE DOUBLE SWING GATE WITH SECURITY LATCH  
PROPOSED 30' WIDE CAPITAL TELECOM UTILITY EASEMENT  
PROPOSED 12' x 30' TENANT LEASE AREA  
PROPOSED 15' TALL W/ CAM-LOK GEN RECEPTACLE & FIBER PULL BOX W/ WOOD TO H-RINGS  
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PROPOSED 16' WIDE DOUBLE SWING GATE WITH SECURITY LATCH  
PROPOSED 30' WIDE CAPITAL TELECOM UTILITY EASEMENT

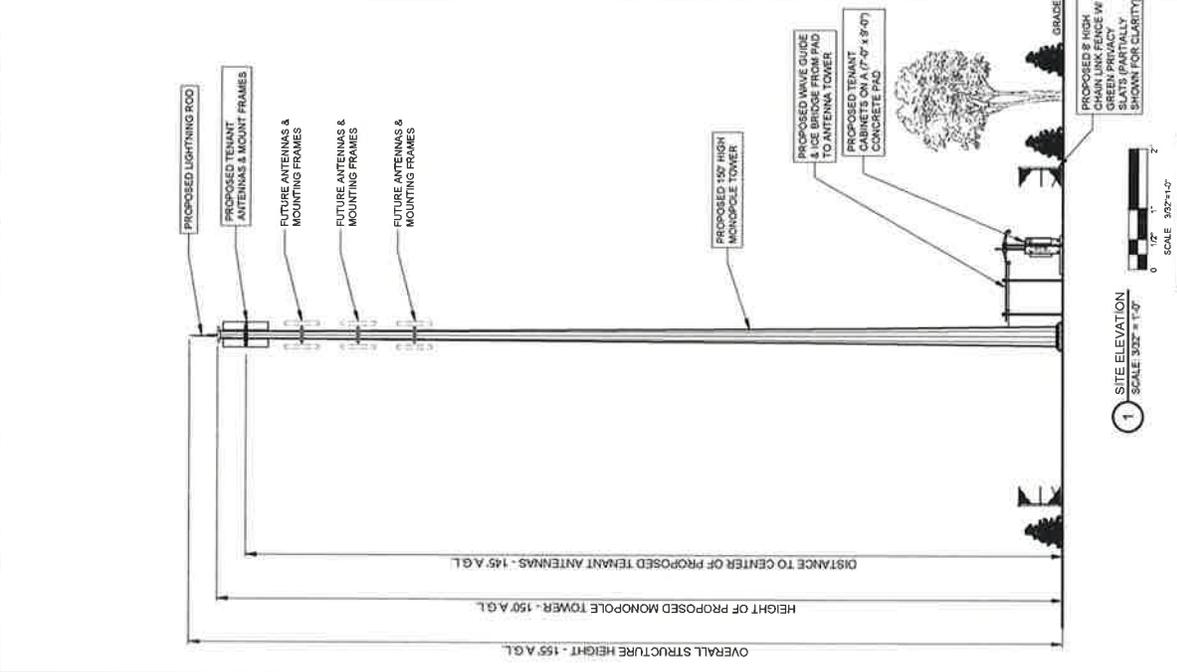
- TOWER NOTES:**
1. THE PROPOSED ANTENNA MOUNTS, AND ANTENNAS TO BE DESIGNED BY OTHERS.
  2. THE PROPOSED ANTENNA MOUNTS SHALL MEET ALL REQUIREMENTS LISTED IN THE VERIZON WIRELESS STATEMENT OF WORK, SECTION 6.5.2.
  3. THE VERIZON WIRELESS STATEMENT OF WORK, SECTION 6.5.2, REQUIRES THE VERIZON WIRELESS OVP, 5' RRH'S SHALL BE INSTALLED PER THE GUIDELINES LISTED IN SECTION 6.5.2.2. THE VERIZON WIRELESS STATEMENT OF WORK, SECTION 6.5.3 - 6.5.6.
  4. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
  5. SEE STRUCTURAL ANALYSIS FOR FINAL HYBRID CABLE (COAX) ROUTING.
  6. CONTRACTOR TO REQUEST RE WORK ORDER AND CONFIRM ALL ORIENTATION, AZIMUTH AND DOWN TILT SITE SPECIFIC DESIGNS PRIOR TO TOWER CREW ARRIVAL ON SITE.



**NOTE:**  
ANTENNA MOUNTS, ORIENTATION AND TOWER PROFILE ARE DIAGNOSTIC ONLY. ANTENNA SUPPORT PER STRUCTURE MANUFACTURER AND STRUCTURAL ANALYSIS.



3. RRJ ANTENNA DETAIL  
N.T.S.

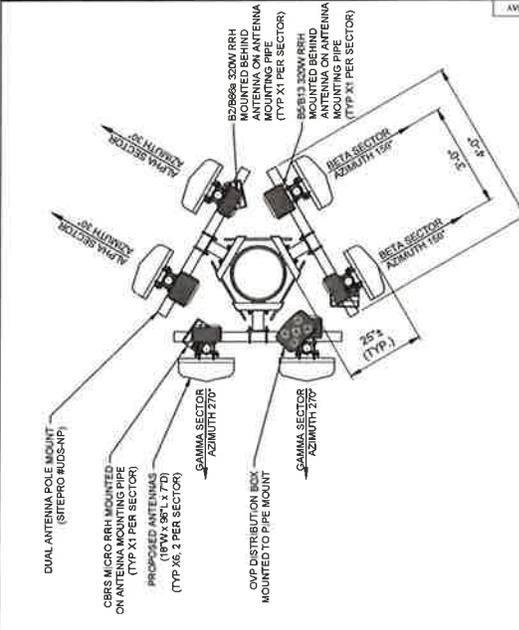


1. SITE ELEVATION  
SCALE 3/32" = 1'-0"

OVERALL STRUCTURE HEIGHT - 155' A.G.L.  
HEIGHT OF PROPOSED MONOPOLE TOWER - 150' A.G.L.  
DISTANCE TO CENTER OF PROPOSED TENANT ANTENNAS - 145' A.G.L.

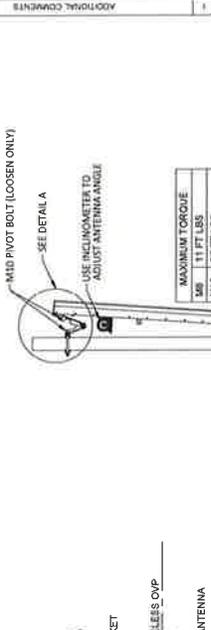
PROPOSED 2' HIGH CHAIN LINK FENCE W/ GREEN PRIVACY SLATS (PARTIALLY SHOWN FOR CLARITY)

SCALE 3/32" = 1'-0"  
1" = 16' PER 1/8" THE FULL SCALE FORMAT (USE HALF SCALE FOR 1/4" & 1/2" PER 1/8")



2. PROPOSED ANTENNA PLAN  
N.T.S.

REQUEST RE WORK ORDER AND CONFIRM ALL ORIENTATION, AZIMUTH AND DOWN TILT SITE SPECIFIC DESIGNS PRIOR TO TOWER CREW ARRIVAL ON SITE



4. ANTENNA TILT ADJUSTMENT  
N.T.S.

1. LOOSEN PIVOT BOLTS (DO NOT REMOVE)
2. REMOVE ADJUSTER BOLTS
3. ADJUST ANTENNA ANGLE (USE INCLINOMETER)
4. REINSTALL ADJUSTER BOLTS
5. RETIGHTEN ALL BOLTS
6. DO NOT TIGHTEN BOLTS ABOVE MAXIMUM TORQUE



NO	DATE	DESCRIPTION
1	01/20/17	REVISIONS
2	01/20/17	ADDITIONAL COMMENTS
3	01/20/17	ADDITIONAL COMMENTS
4	01/20/17	ADDITIONAL COMMENTS
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18	01/20/17	ADDITIONAL COMMENTS
19	01/20/17	ADDITIONAL COMMENTS
20	01/20/17	ADDITIONAL COMMENTS

CLMB-397  
STRINGTOWN RD

3963 McDOWELL RD,  
GROVE CITY, OH 43123

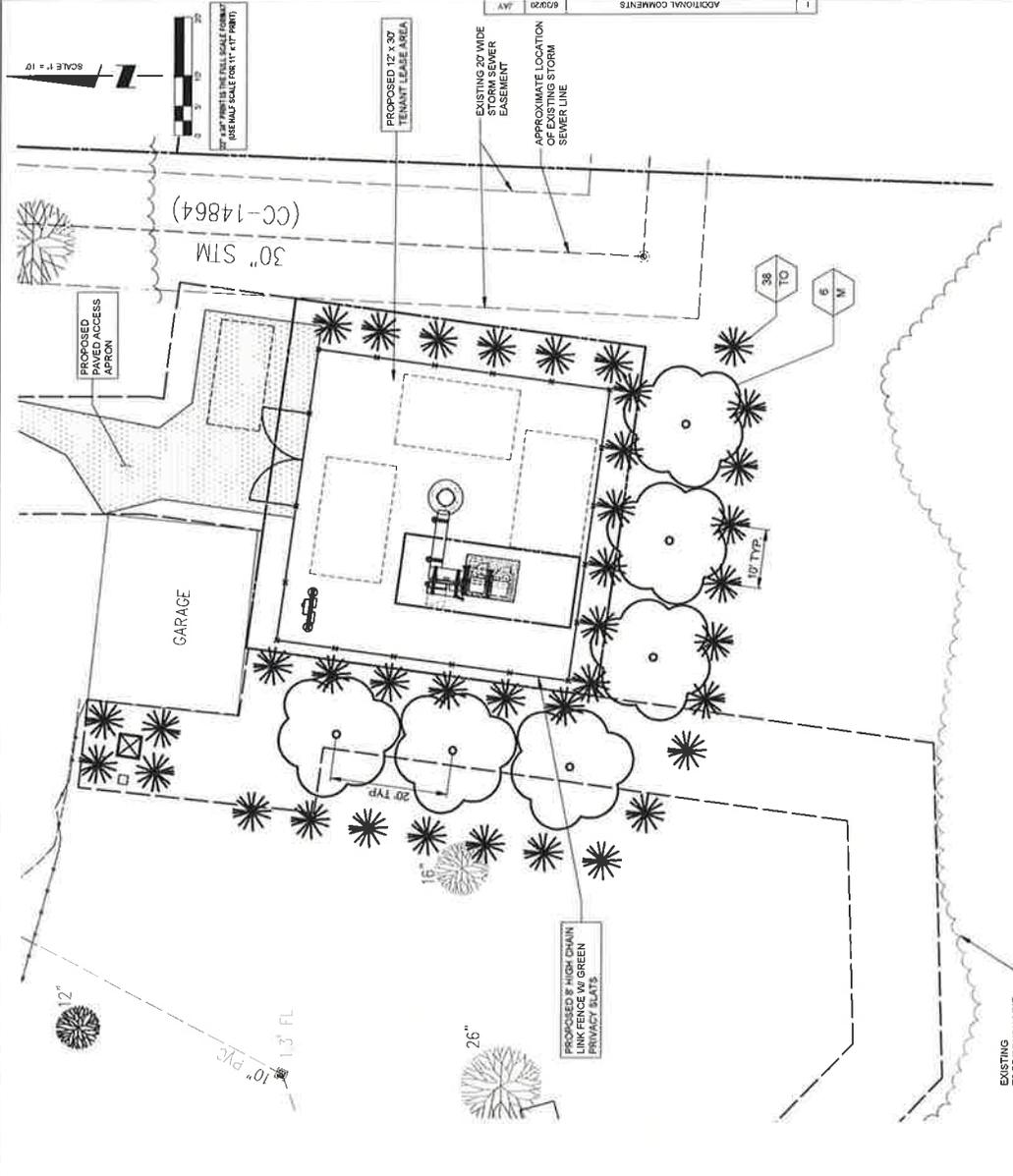
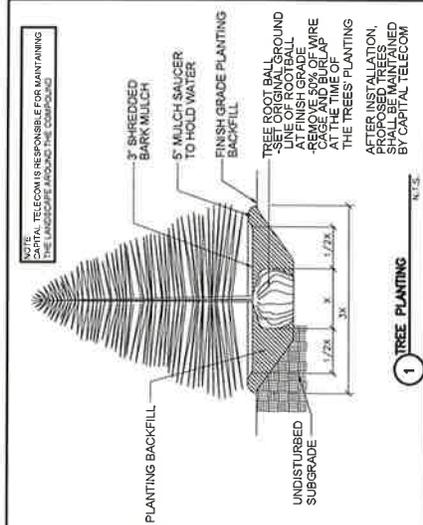
DRAWN BY: JAV  
CHECKED BY: JB  
DATE: 01/14/17  
PROJECT #: 14-028

SHEET TITLE  
SITE ELEVATION  
& ANTENNA  
DETAILS

SHEET NUMBER  
**ANT-1**

# GENERAL LANDSCAPE NOTES

- PRUNE NEWLY INSTALLED SHRUBS. WORK SHALL BE DONE BY EXPERIENCED PERSONNEL TO THE ACCEPTED HORTICULTURAL AND ARBORICULTURAL STANDARDS. PRUNING SHALL RESULT IN A LOOSE OUTLINE CONFORMING TO THE GENERAL SHAPE OF THE SHRUB TYPE. DO NOT USE HEDGE SHEARS.
- ALL PLANTING STOCK SHALL BE NURSERY-GROWN IN ACCORDANCE WITH GOOD PRACTICES. PLANTS SHALL BE FREE OF DISEASE, INSECTS, EGGS, LARVAE AND DEFECTS. PLANTS SHALL BE HEALTHY, FREE OF WOUNDS, ABRASIONS OR DISFIGUREMENT. THEY SHALL HAVE SOLID, HEALTHY VIGOROUS AND UNIFORM GROWTH TYPICAL OF THE SPECIES AND VARIETY, WELL-FORMED, FREE FROM IRREGULARITIES, WITH THE MINIMUM QUALITY AND SIZE CONFORMING TO AMERICAN STANDARD FOR NURSERY STOCK.
- GUARANTEE WARRANT ALL PLANT MATERIAL TO BE TRUE TO BOTANICAL NAME AND SPECIFIED SIZE. AFTER COMPLETION OF PLANTING, ALL PLANT MATERIALS SHALL BE WARRANTED AGAINST DEFECTS, INCLUDING DEATH AND UNSATISFACTORY GROWTH FOR A WARRANTY PERIOD OF ONE YEAR. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLECT, ABUSE, DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS BEYOND THE CONTROL OF THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO DROUGHT, STORMS, FIRES OR VANDALISM.
- REPLACEMENTS DURING THE WARRANTY PERIOD, REPLACE ONE TIME AT NO ADDITIONAL COST TO THE OWNER, PLANT MATERIALS THAT ARE DEAD, OR IN THE OPINION OF THE LANDSCAPE ARCHITECT, IN AN UNHEALTHY OR UNSIGHTLY CONDITION. REJECTED PLANT MATERIALS SHALL BE REMOVED FROM THE SITE AT CONTRACTOR'S EXPENSE. REPLACEMENTS ARE TO BE MADE NO LATER THAN THE SUBSEQUENT PLANTING SEASON. RESTORE AREAS DISTURBED BY REPLACEMENT OPERATIONS.
- MULCHING SHALL BE DONE WITHIN 48 HOURS AFTER PLANTING. MULCH SHRUB BEDS TO A UNIFORM DEPTH OF THREE INCHES. MULCH SHALL BE CLEAN COMPOSTED PINE BARK MULCH FREE OF FOREIGN MATERIAL AND LARGE PIECES OVER THREE INCHES LONG. DO NOT MULCH TREE AND SHRUB PLANTING PITS.
- TOPSOIL SHALL CONSIST OF FERTILE FRAILABLE NATURAL LOAM, CONTAINING A LIBERAL AMOUNT OF HUMUS AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL. IT SHALL BE FREE OF ADMIXTURES OF SUBSOIL AND FREE OF CRAB GRASS, ROOTS, STICKS AND OTHER EXTRANEOUS MATTER, AND SHALL NOT BE USED FOR PLANTING OPERATIONS WHILE IN A FROZEN OR MUDDY CONDITIONS.
- REPAIR ALL TURE AREAS BY SEEDING. SEEDING INSTALLATION SHALL BE EXECUTED ONLY AFTER ALL FINISH GRADING HAS BEEN COMPLETED. SEEDING WORK SHALL BE DONE PAST SEPTEMBER 15, UNLESS APPROVED BY THE OWNER'S REPRESENTATIVE.



### PLANT LIST

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	CAULIPER	HEIGHT AT PLANTING	HEIGHT AT MATURITY	COMMENTS
T	THULIA OCCIDENTALIS	AMERICAN ARBORVITAE	38	2"	6 FT. HT. MIN	10-15 FT. HT.	B & B (BAILED & BURLAPPED)
M	ACER RUBRUM L.	RED MAPLE	6	2"	15 FT. HT. ±	30 FT. HT.	B & B (BAILED & BURLAPPED)

\* PER INDUSTRY STANDARD, ARBOVITAE AND OTHER EVERGREENS ARE NOT SIZED BY CAULIPER BUT BY HEIGHT  
 A & B ARBOVITAE HAS A (ESTIMATED) 2" CAULIPER

NO.	DATE	DESCRIPTION
1	7/19/17	CLIENT COMMENTS
2	7/19/17	CLIENT COMMENTS
3	7/19/17	CLIENT COMMENTS
4	7/19/17	REMOVE EXISTING 8" LP TRUNK
5	7/19/17	ADDITIONAL LANDSCAPING
6	7/26/18	RELOCATE LEASE AREA
7	7/26/20	ADDITIONAL COMMENTS

**CLMB-397**  
**STRINGTOWN RD**

3363 McDOWELL RD.  
GROVE CITY, OH 43123

DRAWN BY: JAY  
CHECKED BY: JS  
DATE: 6/4/17  
PROJECT #: 84039

SHEET TITLE  
**LANDSCAPE PLAN**

SHEET NUMBER  
**L-1**