

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

November 21, 2016

6:30 Caucus

7:00 – Reg. Meet.

Presentations: Oath of Office - Safety

FINANCE: Mr. Davis

- Ordinance C-89-16 Appropriate \$60,000.00 from the Pinnacle Tax Increment Financing Fund for the Current Expense of Purchasing and Installing Playground Equipment, Landscaping and other related Improvements. Second reading and public hearing.
- Ordinance C-90-16 Appropriate \$1,237,937.50 from the Buckeye Center Tax Increment Equivalent Fund for the Current Expense of Refunding Outstanding Principal. Second reading and public hearing.
- Ordinance C-94-16 Authorize the City Administrator to enter into a Grant Agreement with the Ohio Department of Natural Resources and Appropriate \$500,000.00 from the General Fund for the Design and Construction of a Playground. First reading.
- Resolution CR-69-16 Accept Donations from the Grove City Little League Board and Thank them for their generous donations and service to the City.
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SAFETY: Ms. Lanese

- Ordinance C-92-16 Amend Section 1135.09(B)(10) of the Codified Ordinances titled IND-1 Light Industry. Second reading and public hearing.
- Ordinance C-95-16 Enact Section 720.10 of the Codified Ordinances titled Do-Not-Knock Registry. First reading.
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LANDS: Mr. Bennett

- Ordinance C-93-16 Accept the annexation of 0.46+ acres located South of Casa Blvd. and West of Haughn Rd. to the City of Grove City. Second reading and public hearing.
- Ordinance C-96-16 Amend Section 1145.15 of the Codified Ordinances titled Portable Signs. First reading.
- Ordinance C-97-16 Approve a Special Use Permit for Automotive Services for JC Automotive located at 3184 Southwest Blvd. First reading.
- Ordinance C-98-16 Approve a Special Use Permit for Outdoor Seating for Mona's Eats-N-Treats located at 4362 Broadway. First reading.
- Ordinance C-99-16 Approve a Special Use Permit for Outdoor Sales, Storage, Display for Home Depot located at 1680 Stringtown Road. First reading.
- Ordinance C-100-16 Amend the Zoning Text for Parkway Crossing located North of White Road and West of Buckeye Parkway as adopted by Ord. C-02-02 and Amended by Ord. C-91-02, C-36-03, and C-18-05. First reading.
- Ordinance C-101-16 Rezone 2829 London-Groveport Road from R-1 (single family residential) to C-2 (retail commercial). First reading.
- Resolution CR-70-16 Approve Amendments to the Development Plan for Gateway Retail located at the Northeast Corner of I-71 and S.R. 665 as approved by CR-55-16.
- Resolution CR-71-16 Approve the Exterior Modifications to 3315 Columbus Street located in the Historical Preservation Area.
- Resolution CR-72-16 Approve the Development Plan for Waffle House located at 2928 London-Groveport Road.
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Date: 11/02/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-89-16
1st Reading: 11/07/16
Public Notice: 11/10/16
2nd Reading: 11/21/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-89-16

AN ORDINANCE TO APPROPRIATE \$60,000.00 FROM THE PINNACLE TAX INCREMENT FINANCING FUND FOR THE CURRENT EXPENSE OF PURCHASING AND INSTALLING PLAYGROUND EQUIPMENT, LANDSCAPING AND OTHER RELATED IMPROVEMENTS

WHEREAS, on July 19, 2004, Council adopted Resolution No. CR-52-04, approving the Pinnacle Club Economic Development Plan for certain public infrastructure improvements;

WHEREAS, in furtherance of the Economic Development Plan, and pursuant to Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 and Ordinance No. C-86-04, adopted by Council on September 20, 2004, the City created three incentive districts and provided for the making of service payments in lieu of taxes by the owners thereof;

WHEREAS, pursuant to the TIF Ordinance, the City is authorized to use TIF Revenue for public infrastructure improvements that directly benefit Pinnacle Tax Increment Financing Development Area;

WHEREAS, this Council, for and on behalf of the Pinnacle TIF Development Area, desires to purchase and install playground equipment and landscaping for the purpose of improving such properties for use as parkland, and which improvements are consistent with the Development Plan;

WHEREAS, the City has obtained quotes in the amount of \$52,554.47 for the purchase of playground equipment through a State cooperative purchasing program; and

WHEREAS, the remainder of the funds appropriated herein would be used for landscaping and related improvements; and

WHEREAS, the Pinnacle TIF has sufficient funds available for this improvement.

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

SECTION 1. This Council hereby determines that purchasing and installing playground equipment, landscaping and other related improvements are a public infrastructure improvement located in the Pinnacle Tax Increment Financing Development Area and will directly benefit the parcels located in the Pinnacle Tax Increment Financing Development Area.

SECTION 2. It is hereby determined necessary and in the best interest of the inhabitants of the Pinnacle Tax Increment Financing Development Area to purchase playground equipment and related improvements for \$60,000.00 for the purpose of creating a park in the Pinnacle Tax Increment Financing Development Area.

SECTION 3. There is hereby appropriated \$60,000.00 from the unappropriated monies of the Pinnacle TIF Fund to account number 203000.578000 for current expense purchasing and installing playground equipment, landscaping and other related improvements.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

Date: 11/02/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense: XX

No.: C-90-16
1st Reading: 11/07/16
Public Notice: 11/10/16
2nd Reading: 11/21/16
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-90-16

AN ORDINANCE TO APPROPRIATE \$1,237,937.50 FROM THE BUCKEYE CENTER TAX INCREMENT EQUIVALENT FUND FOR THE CURRENT EXPENSE OF REFUNDING OUTSTANDING PRINCIPAL

WHEREAS, pursuant to Ordinance C-60-06 passed on September 18, 2006, the City issued \$16,290,000.00 Tax Increment Revenue Bonds, Series 2006, of which \$1,237,937.50 was established as a debt service reserve fund; and

WHEREAS, the debt service reserve fund was established and held in an escrow account at Huntington National Bank; and

WHEREAS, pursuant to Ordinance C-66-16 passed on August 15, 2016, the City issued \$14,520,000.00 Tax Increment Revenue Bonds, Series 2016 for the purpose of refunding the Tax Increment Revenue Bonds, Series 2006; and

WHEREAS, the debt service reserve fund was used to supplement the 2016 bond issue and pay outstanding principal of the 2006 bond issue; and

WHEREAS, the debt service reserve fund must be appropriated in order to pay for the current expense of refunding outstanding principal.

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

SECTION 1. There is hereby appropriated \$1,237,937.50 from the unappropriated monies of the Buckeye Center Tax Increment Equivalent Fund to account number 202000.581200 for the current expense of refunding outstanding principal.

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

Roby Schottke, 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: 11/15/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-94-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-94-16

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES AND APPROPRIATE \$500,000.00 FROM THE GENERAL FUND FOR THE DESIGN AND CONSTRUCTION OF A PLAYGROUND

WHEREAS, on November 7, 2016 this Council enacted Resolution CR-68-16 to authorize the use of the design-build project delivery system for the construction of the dream field playground at Windsor Park; and

WHEREAS, as part of the construction of the dream field playground, the City applied for grant funding from the State of Ohio, Ohio Department of Natural Resources; and

WHEREAS, the City was awarded a \$500,000.00 grant; and

WHEREAS, because the grant agreement 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 Administrator is hereby authorized to execute a new multi-year grant agreement with the Ohio Department of Natural Resources to fund part of the construction of the dream field playground at Windsor Park.

SECTION 2. There is hereby appropriated \$500,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603159 for the current expense of design and construction of a playground.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-94-16
Exhibit A'

**Community Recreation Project – Pass Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio (the "State"), Department of Natural Resources, (hereinafter referred to as "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code and Amended Senate Bill No. 310, 131st General Assembly of the State of Ohio and the City of Grove City, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, shall be sent by United States certified mail, return receipt requested, by overnight courier service (Fed Ex, UPS, etc.), by hand delivery in each case with written record of receipt by the recipient, or sent by fax or email with acknowledgement of the receipt by the receiving party, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229
Attn: Recreation Services Administrator

(b) with respect to the Project Grantee:

City of Grove City
3200 Broadway
Grove City, OH 43123
Attn: City Administrator

The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above.

Pursuant to Amended Senate Bill No. 310, the 131st General Assembly of the State of Ohio has appropriated funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) to make a grant to the Grantee for the costs associated with of construction of public park facilities in appropriation item C725E2, described as 'Dream Field at Windsor Park Playground', (hereinafter referred to as "Project"). Furthermore, \$10,000.00 of the total Project appropriation will be used by the ODNR for the administration of the Project. The Project reference number is **FRAN-025C**.

The General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under Section 154.22(F) of the Revised Code, as the fund from which these monies will be disbursed.

Pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to

comply with federal and State laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to Amended Senate Bill No. 310 of the 131st General Assembly, the parties hereto covenant and agree as follows:

1. **FUNDING AMOUNT.** ODNR agrees to provide the Grantee Four Hundred Ninety Thousand Dollars (\$490,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Ten Thousand Dollars (\$10,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed Four Hundred Ninety Thousand Dollars (\$490,000.00). Funds for this Project have been released by the Controlling Board as of _____, and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not spent shall be returned in full to the State of Ohio.
2. **PROJECT DESCRIPTION.** The Grantee shall use the grant funds for 'Dream Field at Windsor Park Playground', a project to develop new public recreation facilities at Windsor Park in Grove City, OH, all as more fully described in Exhibit A attached hereto.
3. **COMMENCEMENT AND TERMINATION DATES.** This Agreement commences on its effective date and will, unless otherwise earlier terminated as provided herein, expire on the later of: i) 15 years from the date of Project completion (or Project acquisition if the Project is solely land acquisition); or ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2018.
4. **NO RESTRICTIONS OF RECORD.** The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as a public parks and recreation facility. The Grantee represents that it is the fee simple owner of the property as described on Exhibit B attached hereto, on which the Project will be located and developed, and that the only restrictions of record with respect to the property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any Governmental Authorities having jurisdiction over the property and (c) all matters of record pertaining to the property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map'.
5. **CONSTRUCTION SERVICES.** The Grantee represents that at the time of facility development on any land acquired with the proceeds of this Agreement it will contract for all construction services for the Project, and will provide construction administration. The Grantee shall have the full authority to contract with appropriate persons for the design and construction of the Project. The Grantee will secure all necessary permits and/or licenses for the Project. The Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.
6. **OPERATION, MAINTENANCE, AND UPKEEP.** The Grantee, or its assigns approved by ODNR, shall be solely responsible for the operation, maintenance, and upkeep of the Project acquired or

developed pursuant to this Agreement, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation purpose during the Term. Failure to comply with this provision or any other provision of the Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds used to finance the grant to the Grantee over (y) the total number of months that such Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission.

7. **REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

8. **COPY WITH REMITTANCE.** Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

9. **CONVEYANCE OF INTEREST IN PROJECT TO ODNR.** As security for the performance of the Grantee's obligations under this Agreement, the Grantee hereby conveys to ODNR an interest in the property upon which the Project shall be constructed, or if the Project is solely land acquisition, the Project, consisting of the right to use and occupy the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by the Grantee. This long-term interest shall be in effect during the Term of this Agreement. The Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the Ohio Public Facilities Commission or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with the Ohio Public Facilities Commission relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect Grantee's Project or the use thereof. The ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

10. **PROHIBITION AGAINST DISPOSITION.** The Grantee shall not dispose of all or any part of the Project funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and the Ohio Public Facilities Commission.. All notices, demands, requests, consents, approvals and other communications to the Ohio Public Facilities Commission shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

11. **WAIVER OF LIABILITY.** On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against ODNR, the OPFC, the Treasurer or any department, agency

or official of the State of Ohio in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims it may ever possess or assert against ODNR and all employees, agents, officials and contractors and attorneys of same in relation to the Project.

- 12. INSURANCE.** Unless otherwise agreed by ODNR, the Grantee shall maintain, or cause to be maintained, at no cost to the State, commercial general liability insurance and property insurance to insure the ODNR, the OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the date hereof through the Term of this Agreement.
- 13. BONDED AND INSURED EMPLOYEES AND AGENTS.** Prior to release of funds by the Controlling Board, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.
- 14. PUBLIC FUNDS COMPLIANCE.** The Grantee will assure compliance with all applicable Federal, State, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If the Grantee is a political subdivision of the State, grant funds shall be held in compliance with Chapter 135 of the Ohio Revised Code.
- 15. REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and Ohio Public Facilities Commission for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State of Ohio may audit this Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State of Ohio will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.
- 16. RESTRICTIONS ON EXPENDITURES.** The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds Granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.
- 17. DETERMINATION OF INELIGIBILITY.** If it is determined by an audit by the Auditor of State or any department, agency or official of the State of Ohio or other agency or entity with legal audit

authority that any Project expense is ineligible, or not properly documented, the Grantee will repay that amount in full to the State of Ohio.

18. NO FINDING FOR RECOVERY. The Grantee represents and warrants to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The Grantee agrees that if this representation or warranty is determined by ODNR to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

19. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT. The Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), Stat. 1894 (1970), and Ohio Revised Code Chapter 163 for all real property acquisitions, and where applicable will assure that these requirements have been complied with for Project to be developed using funds provided by the legislature in Amended Senate Bill No. 310 of the 131st General Assembly.

20. PROJECT NONDISCRIMINATION. The Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

21. EMPLOYMENT NONDISCRIMINATION. The Grantee will not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

22. ODNR RIGHT TO TERMINATE. The State of Ohio reserves the right to terminate this Agreement and to recover any funds distributed by the Grantee to contractors or other payees in violation of the terms of this Agreement if the Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

23. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE. The Grantee will assure that monies expended under this Agreement are spent in conformity with their intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and Chapter 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2001-012, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the report identified above in this paragraph, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2001-012.

The Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the work hereunder and acknowledges that its employees are not employees of the ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wages and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code and for state revenue and tax laws, state workers' compensation laws and state unemployment insurance laws.

The Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. The Grantee shall repay the ODNR for any funds improperly expended. Additionally, the Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to working capital expenditures) and are not used to refund or otherwise refinance existing debt of the Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. The Grantee agrees to consult with OPFC if the Grantee is uncertain of what expenditures are eligible to be financed with funds provided under this Agreement.

- 24. CONTRIBUTIONS CERTIFICATION.** Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. § 3517.13.
- 25. CONSTRUCTION CONTRACT COMPLIANCE.** Grantee represents that it will comply with the Executive Order of the Governor of Ohio regarding equal employment and that it will include in any construction contracts for the Project provisions for compliance with the terms and conditions of the Copeland Anti-Kick Back Act, 18 U.S.C. §874, as the same are supplemented by regulations promulgated by the U.S. Department of Labor in 29 CFR, Part 3.
- 26. MODIFICATION.** This Agreement may be modified if agreed to in writing by both parties.
- 27. ETHICS CERTIFICATION.** The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 28. SEVERABILITY.** Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected

thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

29. MISCELLANEOUS.

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors And Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of the ODNR.
- d. Notices. Except to the extent expressly provided otherwise herein, all notices, consents and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses first set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.
- e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- g. Execution. This Agreement is not binding upon the ODNR unless executed in full, and is effective as of the last date of signature by the ODNR.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- i. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

30. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

IN TESTIMONY WHEREOF, the Grantee and the ODNR have caused this Agreement to be executed by their respective officers duly authorized as of the date on which the Director of the Department of Natural Resources signs this Agreement.

FOR THE GRANTEE:

City of Grove City

Signature

Printed Name: _____

Printed Title: _____

FOR THE STATE OF OHIO, ODNR:

Paul R. Baldrige

Chief, Office of Real Estate & Land Management

Ohio Department of Natural Resources

Date: _____

APPROVED BY:

JAMES ZEHRINGER, DIRECTOR

Ohio Department of Natural Resources

Date: _____

ATTORNEY CERTIFICATION

I, _____ [name and title], acting as attorney for the City of Grove City, do certify that I have examined the Agreement and find that acceptance by Grantee has been authorized and that the execution thereof is proper and in accordance with the laws of the State of Ohio. Following signature, the Agreement, in my opinion, is a legal obligation of the City of Grove City in accordance with the terms thereof, and that Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement, as Authorized in Resolution or Ordinance No. _____, dated _____, 201__.

Legal Counsel for Grantee _____
(Signature)

Printed Name of Legal Counsel _____

Address _____

Registration Number _____

EXHIBIT A

PROJECT INFORMATION FILE

Forms and requested materials (maps, etc.) on pages 2-10 comprise the 'project information package'. Please complete these forms and send all completed forms and requested materials to the address below. This is the first step in the project coordination process.

Mary Fitch
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693

BASIC INFORMATION

1. Awarded Project Sponsor: City of Grove City, Ohio

2. Address, including zip code:
Sponsor's Address: City of Grove City 3200 Broadway, Grove City, Ohio 43123
Project Address: Windsor Park, 4330 Dudley Ave, Grove City, Ohio 43123

3. Tax Identification Number: 31-6400527

4. Telephone Number: 614-277-3000

5. Contact Person & Title: Charles (Chuck) W. Boso, City Administrator

6. Email: cboso@grovecityohio.gov

7. Telephone Number: 614-277-3003

8. Brief Description of Project: The project consists of a Inclusive Boundless Playground, parking lot, ADA accessible sidewalk/trails connecting amenities, and shelter facility. It is immediately adjacent to the playing field (Dream Field) which was part of the Phase 1 work that was completed in winter 2015 (operational in 2016).

This project supports the creation of a special baseball field and site amenities in Grove City designed for children of all abilities. One of the key elements of this Phase will be an Inclusive Boundless Playground and a baseball field with a special surface that accommodates players with crutches, wheelchairs and walkers.

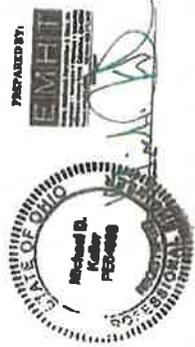
This project completes the Dream Field campus which includes additional parking, an Inclusive Boundless Playground, shelter house, and miscellaneous site improvements. This will provide activities for participants and families to recreate while participating at Dream Field events. Having concessions, restrooms, shade structures, shelter house, playground, in addition to the Dream Field provide for the 360 degree needs of the children and their families.

Grove City's Dream Field, opened in 2016, is the second such field in the Central Ohio standard metropolitan statistical area (SMSA) with a population of nearly two million people. The only other "Dream Field" same as "Miracle Field" for children of all abilities is located in Dublin, Ohio. It operates with 250 players and is located in the northwestern part of Central Ohio. Our field will serve the entire southern region of Central Ohio. The project, an effort of the City of Grove City and the Grove City Little League Board, provides players in the southern half of central Ohio the opportunity to enjoy the same rite of passage as their able bodied counterparts.



BOUNDARY MAP

- Scale: 1" = 50'
- 1. Dan, Thomas, Steve, Chris, Inc. PO 100-00000-00
 - 2. City of Cincinnati PO 100-00000-00
 - 3. City of Cincinnati PO 100-00000-00
 - 4. City of Cincinnati PO 100-00000-00
 - 5. City of Cincinnati PO 100-00000-00
 - 6. City of Cincinnati PO 100-00000-00
 - 7. City of Cincinnati PO 100-00000-00
 - 8. City of Cincinnati PO 100-00000-00
 - 9. City of Cincinnati PO 100-00000-00
 - 10. City of Cincinnati PO 100-00000-00
 - 11. City of Cincinnati PO 100-00000-00
 - 12. City of Cincinnati PO 100-00000-00
 - 13. City of Cincinnati PO 100-00000-00
 - 14. City of Cincinnati PO 100-00000-00
 - 15. City of Cincinnati PO 100-00000-00
 - 16. City of Cincinnati PO 100-00000-00
 - 17. City of Cincinnati PO 100-00000-00
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 - 19. City of Cincinnati PO 100-00000-00
 - 20. City of Cincinnati PO 100-00000-00
 - 21. City of Cincinnati PO 100-00000-00
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 - 48. City of Cincinnati PO 100-00000-00
 - 49. City of Cincinnati PO 100-00000-00
 - 50. City of Cincinnati PO 100-00000-00



Date: 11/15/16
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mayor Stage
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : C-69-16
1st Reading: 11/21/16
Public Notice: 0 / /16
2nd Reading: 0 / /16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-69-16

A RESOLUTION TO ACCEPT DONATIONS FROM THE GROVE CITY LITTLE LEAGUE BOARD AND TO THANK THEM FOR THEIR GENEROUS DONATIONS AND SERVICE TO THE CITY

WHEREAS, the Grove City Little League Board was formed to help bring Little League Baseball back to Grove City; and

WHEREAS, not only was the Board successful in bringing Little League Baseball back to Grove City, it has been an integral part of funding of the Dream Field and other related projects in Windsor Park; and

WHEREAS, the Board has completed its mission and it plans to disband and distribute its remaining funds to Grove City Buddy Ball and Grove City.

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

SECTION 1. This Council hereby accepts the donation of \$103,303.08 as gifted by the Grove City Little League Board for the Dream Field and accessible playground.

SECTION 2. This Council hereby accepts the donation of two (2) golf carts as gifted by the Grove City Little League Board for use by the Parks and Recreation Department.

SECTION 3. Sincere thanks are hereby expressed to the Grove City Little League Board for bringing Little League Baseball back to Grove City and for its generous Dream Field gifts.

SECTION 4. The resolution shall take effect at the earliest opportunity afforded by law.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/02/16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Bennett
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No. : C-92-16
1st Reading: 11/07/16
Public Notice: 11/10/16
2nd Reading: 11/21/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-92-16

AN ORDINANCE TO AMEND SECTION 1135.09(B)(10) OF THE CODIFIED ORDINANCES OF THE CITY OF GROVE CITY, OHIO TITLED IND-1 LIGHT INDUSTRY

WHEREAS, the City is committed to attracting new businesses and keeping its existing businesses;
and

WHEREAS, while "Miscellaneous Manufacturing Industries" (39XX) is currently permitted under IND-1, it is not specific enough to attract and maintain businesses that engage in specialized manufacturing;
and

WHEREAS, the specialized manufacturing uses in this legislation are similar to what is currently permitted in IND-1 and are appropriate for inclusion in this zoning classification.

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

SECTION 1. Section 1135.09(b)(10) is hereby amended, in part, to add the following:

- (b) NONRESIDENTIAL
(10) IND-1 LIGHT INDUSTRY
 - 3594 Fluid Power Pumps and Motors
 - 3674 Semiconductors and Related Devices
 - 3713 Truck and Bus Bodies
 - 3714 Motor Vehicle Parts and Accessories

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/16
Introduced By: Ms. Lanese
Committee: Safety
Originated By: Mr. Davis
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No. : C-95-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-95-16

AN ORDINANCE TO ENACT SECTION 720.10 OF THE CODIFIED ORDINANCES TITLED DO-NOT-KNOCK REGISTRY

WHEREAS, the City of Grove City desires to place additional reasonable restrictions upon persons and organizations visiting private residential properties for the purpose of peddling or soliciting goods, wares, merchandise or services; and

WHEREAS, non-commercial speech is entitled to broader protection under the First Amendment to the United States Constitution than commercial speech, affording the City a greater ability to regulate commercial speech than non-commercial speech; and

WHEREAS, the City has a substantial interest in allowing individuals to determine their level of comfort with privacy and whether or not they want to receive solicitation for goods, wares, merchandise or services; and

WHEREAS, the City desires to maintain a list of residents within the City who express a desire not to be visited by any peddler or commercial solicitor; and

WHEREAS, the maintenance of a regularly updated, all-inclusive, and readily accessible list by a municipality has been found to be a reasonable restriction upon free speech; and

WHEREAS, such regulations are immediately needed to protect the health, safety, and welfare of the residents of the City of Grove City.

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

SECTION 1. Section 720.10 is hereby enacted as follows:

720.10 Do-Not-Knock Registry.

(a) The City's Safety Director shall maintain a list of residents within the City who have expressed a desire not to be visited by any peddler or solicitor for a commercial purpose.

(b) Upon the issuance of any license issued pursuant to this Chapter, a peddler or solicitor shall be provided with a copy of the list of City residents who have expressed a desire in writing not to have any such commercial peddler or solicitor enter upon their property. Every peddler and/or solicitor licensed under this Chapter shall agree not to visit the premises so enumerated in the list provided to it by the City.

(c) The "Do-Not-Knock" registry is voluntary. To opt into the registry, residents must notify the City's Safety Director by submitting an official Registration Form. A Registration Form shall be available at City Hall during normal business hours and on the City's official webpage. A resident opting into the registry shall have authority to sign for all occupants of the residential home or dwelling unit identified.

(d) The "Do-Not-Knock" list expires on December 31 of every year and any resident who wishes to maintain their name and address on the list must re-submit a Registration Form.

(e) The registry list shall be updated every thirty (30) days and shall be complete and current on the first day of each month.

(f) A copy of the "Do-Not-Knock" list can be obtained in-person at City Hall or via electronic or regular mail after sending a request to the City's Safety Director. Under no circumstances, may the City require an individual to identify himself or herself when requesting a current copy of the list.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/02/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No. : C-93-16
1st Reading: 11/07/16
Public Notice: 11/10/16
2nd Reading: 11/21/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-93-16

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.46+ ACRES LOCATED SOUTH OF CASA BLVD & WEST OF HAUGN RD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.46+ acres, more or less, in Jackson Township was duly filed by Rene Figueroa and Yesenia Figueroa; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on August 02, 2016; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on August 31, 2016.

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

SECTION 1. The proposed annexation, as applied for in the petition of Rene Figueroa and Yesenia Figueroa, being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on July 05, 2016 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on August 02, 2016, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of Virginia Military Survey No. 1383. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 1. A map is attached as "Exhibit B" and made a part hereof.

SECTION 3. The City Clerk be and she is hereby authorized and directed to make three copies of the ordinance to each of which will be attached a copy of the map showing this annexation, a copy of the original petition, a copy of the transcript of proceedings of the Board of County Commissioners relating thereto, a certificate as to the correctness thereof. The clerk shall then forthwith deliver one copy to the County Auditor, one copy to the County Recorder, and one copy to the Secretary of State and such other things as may be required by law.

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

Roby Schottke, President of Council

Passed:

C-93-16
Exhibit A

Description of a 0.460 acre tract for annexation purposes

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Number 1383, and being all of Lot 141 of Castle Farms Subdivision as recorded in Plat Book 21, Page 3 as conveyed to Yesenia Figueroa and Rene Figueroa by Instrument No.201604220049679 and being more particularly described for annexation purposes as follows:

Beginning at the northwesterly corner of said Lot 141, said point being on the southerly right-of-way of Casa Boulevard;

thence easterly approximately 93.44' along said southerly right-of-way of Casa Boulevard to the easterly line of said Lot 141;

thence southerly approximately 234.08' along said easterly lot line to the northerly line of Hoover Park Section 2, Part 1 (P.B. 85, Pg. 3-4), being the existing City of Grove City corporation line as established by Ordinance Number C-53-79 as recorded in M.R.172 Pg.829;

thence westerly approximately 93.44', continuing along said corporation line, northerly line of Hoover Park Sec. 2, Part 1 and the northerly line of Hoover Park Sec.2, Part 2 (P.B. 88, Pg.60) to the westerly line of said Lot 141;

thence leaving said corporation line, northerly approximately 232.10' to the point of beginning, containing approximately 0.460 acres of land, more or less.

All documents referenced herein are Franklin County Recorder's records.

The above description was prepared by Matthew L Campbell, P.S. 8546 of Campbell and Associates, Inc. in June of 2016 using the best available county records. The above description is not valid for transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

ANNEXATION PURPOSES ONLY

Property Address: V/L Casa Blvd, Grove City, OH 43123
Franklin County Parcel No. 160-001105-00

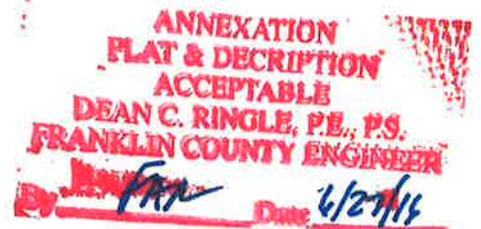


ANX-Exp2-19-16

RECEIVED

JUN 27 2016

Franklin County Engineer
Dean C. Ringle, P.E., P.S.



C-93-16

ANNEXATION PLAT

PROPOSED ANNEXATION OF LOT 141 OF CASTLE FARMS SUBDIVISION FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO

LEGEND

-  EXISTING CITY OF GROVE CITY CORPORATION LINE
-  PROPOSED CITY OF GROVE CITY CORPORATION LINE
-  AREA PROPOSED FOR ANNEXATION

ADDRESS OF SUBJECT PROPERTY:
V/L CASA BLVD, GROVE CITY, OH 43123

THIS ANNEXATION DOES NOT CREATE AN UNINCORPORATED AREA OF THE TOWNSHIP COMPLETELY SURROUNDED BY THE TERRITORY PROPOSED FOR ANNEXATION.

TOTAL PERIMETER OF ANNEXATION IS 653.06'± OF WHICH 93.44'± IS CONTIGUOUS WITH THE CITY OF GROVE CITY, RESULTING IN 14.3% OF PERIMETER CONTIGUOUS

RECEIVED

JUN 27 2016

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER



0 50'



SCALE: 1"=50'

CASA BLVD. (60' public right-of-way)

R/W

Point of Beginning

Mary E Wright
William S Wright
Instr. 200710010170911
Lot 142

EASTERLY 93.44'±

Yesenia Figueroa
Rene Figueroa
Instr. 201604220049679
Lot 141

0.460 Acres
20055 sq.ft.

NORTHERLY 232.10'±

SOUTHERLY 234.08'±

John D Ross
Alice C Ross
Instr. 200405030099535
Lot 140



Castle Farms Subd.
Plat Book 21, Page 3

Vicinity Map:



RECEIVED

JUN 28 2016

Franklin County Planning Department
Franklin County, OH

ANX-Exp2-19-16

Existing City of Grove City corp. line
Ordinance no. C-53-79 recorded
in M.R. 172 Pg. 829

Jackson Township
City of Grove City
Lot 92
Hoover Park Sec. 2 Part 2
Plat Book 88, Page 60

Jackson Township
City of Grove City
Lot 51
Lot 52
Hoover Park Sec. 2 Part 1
Plat Book 85, Page 3-4

NOTE: THIS MAP WAS PREPARED USING THE BEST AVAILABLE FRANKLIN COUNTY RECORDS AND WITHOUT THE BENEFIT OF A BOUNDARY SURVEY. ALL DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF AS SHOWN ON THE RECORD PLAT.

MATTHEW L. CAMPBELL
CAMPBELL & ASSOCIATES, INC. REG. NO. 8546

6-23-16
DATE

Property Address:
V/L Casa Blvd
Grove City, OH 43123
Franklin County Parcel
160-001105-00

Job: CO136368

CA
CAMPBELL &
ASSOCIATES, INC.
Land Surveyors
(800)233-4117
www.campbellsurvey.com

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Mr. Davis
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : C-96-16
1st Reading: 11/21/16
Public Notice: 11/25/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-96-16

AN ORDINANCE TO AMEND SECTION 1145.15 OF THE CODIFIED ORDINANCES OF GROVE CITY OHIO PORTABLE SIGNS

WHEREAS; there is a desire to streamline the process for businesses within the Central Business District to obtain permission to have a Portable sign; and

WHEREAS; these provisions will provide a more comprehensive and enforceable approach to Portable Signs in this District.

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

SECTION 1. Section 1145.15 is hereby amended to read:

1145.15 PORTABLE SIGNS.

(a) All portable signs are prohibited within the City limits, except as provided for in subsection (c) hereof for the Central Business District.

(b) See Section 1145.02(s) for definition of "portable sign".

(c) Businesses in the Central Business District, as defined in Section 1135.12, shall make application to the ~~Planning Commission~~ Director of Service and upon approval ~~by Council~~, may have one portable sign per ~~business building~~ within their property boundaries or the public right-of-way or easement, with the following stipulations:

- (1) ~~The sign must be constructed of wood or metal. No cardboard or paper-based materials are permitted.~~
- (2) No signs will be permitted with movable parts, lights, banners, balloons, flags or streamers.
- (3) ~~A decorative metal Sign being s~~ shall be a maximum of thirty-six (36) inches high from ground level and no wider than twenty-four (24) inches from outside edges of the frame shall be issued to approved applicants and only this frame shall be permitted for signage. Messages may be placed on both sides of the sign.
- (4) ~~No more than half the sign may consist of a changeable writing board or chalk board.~~ Individual changeable letters are not permitted and the area outside the writing surface must be permanent.
- (5) ~~Signs may be constructed to have two separate panels hinged at the top, opening at the bottom to form the base. Signs constructed with one panel must incorporate~~ A base which does not enlarge the sign above the maximum permitted height and width dimensions, or extend support braces or feet perpendicular from the base which may cause pedestrians to trip may be permitted. Signs must be self-

supporting without assistance from external cables, brackets, wires or props. Signs must be stable to withstand inclement weather, or removed during periods of inclement weather.

- (6) Colors of the ~~sign frame~~, sign surface and permanent lettering must be from the approved historical preservation color palette.
- (7) The placement of the portable sign must be directly in front of its corresponding business, at least three feet (3') from the roadway, but shall not impede sidewalk traffic or line-of-sight of vehicular traffic. Signs which are at least three feet (3') from the roadway, but interfere with sidewalk usage or vehicular line of sight, will not be allowed.
- (8) After application is made ~~to the Planning Commission~~ and approval received by Council, a sign permit ~~to construct must be obtained from the Building Department, at no charge~~ frame deposit of \$300.00 must be obtained by the City.
- (9) The sign must be replaced when it becomes defaced or tattered in whole or part, at the determination of the City Code Enforcement Official. A new sign application is not necessary for the exact replacement of an existing sign by the current permit holder. However, before changes to an existing portable sign occur, or replacement of an existing sign with another design occurs, application must be made ~~to Planning Commission~~ and approved by ~~Council~~ the Director of Service. A sign permit and the rights granted under the Code are non-transferable to new owners or operators of a business or building.
- (10) A sign that is deemed as a threat to the health, safety or welfare of the community, or is placed on the public right-of-way or easement and does not conform to this Chapter, will be removed by the city.
- (11) A portable sign may only be displayed when an establishment is open for business.

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

Roby Schottke, 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: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-97-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-97-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AUTOMOTIVE SERVICES FOR JC AUTOMOTIVE LOCATED AT 3184 SOUTHWEST BLVD.

WHEREAS, JC Automotive, applicant, has submitted a request for a Special Use Permit for Automotive Services located at 3184 Southwest Blvd.; and

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

1. No overnight parking or storage of vehicles shall be permitted outside of the structure; and
2. The proposed automotive repair shop shall comply with all Building Code standards.

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)A1f is hereby issued to JC Automotive, located at 3184 Southwest Blvd., contingent upon the stipulations set by Planning Commission.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-98-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-98-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SEATING FOR MONA'S EAST-N-TREATS LOCATED AT 4362 BROADWAY

WHEREAS, Mona's Eats-N-Treats, applicant, has submitted a request for a Special Use Permit for Outdoor Seating located at 4362 Broadway; and

WHEREAS, on November 08, 2016, 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)A1s is hereby issued to Mona's Eats-N-Treats located at 4362 Broadway, as submitted.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-99-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 12/05/16
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-99-16

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR OUTDOOR SALES/ STORAGE/DISPLAY FOR HOME DEPOT LOCATED AT 1680 STRINGTOWN ROAD

WHEREAS, Home Depot, applicant, has submitted a request for a Special Use Permit for Outdoor Sales/Storage/Display of Penske Rental Trucks located at 1680 Stringtown Rd.; and

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

1. All trucks larger than 12 feet shall be parked in the rear (north side) of the site, in the area shown on the submitted site plan; and
2. Trucks shall be parked at least 10 feet from any fire hydrant; and
3. The rear parking spaces shall be delineated with white striping.

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)A1r is hereby issued to Home Depot located at 1680 Stringtown Rd., contingent upon the stipulations set by Planning Commission.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

PROJECT INFORMATION

SITE AREA

THE HOME DEPOT	12.75 ACRES
TOTAL	12.75 ACRES

BUILDING AREA

THE HOME DEPOT	102,513 SF
OUTDOOR GARDEN CENTER	27,988 SF
TOTAL	130,501 SF

PARKING SUMMARY

USER	RATIO	SPACES	SPACES
REQUIRED	REQUIRED	REQUIRED	PROVIDED
THE HOME DEPOT	1 SP/78V SF	410	608
PENSKE AREA	11		
TOTAL		410	619

ZONING CLASSIFICATION
 CITY OF GROVE CITY, OH
 EXISTING ZONING: PUP-1E
 SPECIAL USE PERMIT REQ'D FOR TRUCK RENTAL PARKING

PROJECT NOTES

1. THIS SITE PLAN IS BASED ON A DEP 09/16/2014. ALL CADD CUTS AND TRAFFIC SIGNALS SHOWN, EXISTING AND PROPOSED, MUST BE VERIFY.
2. ALL CADD CUTS AND TRAFFIC SIGNALS SHOWN, EXISTING AND PROPOSED, MUST BE VERIFY.
3. SPECIAL USE PERMIT REQUIRED FOR TRUCK RENTAL PARKING.

DRAWING ISSUE/REVISION RECORD

DATE	DESCRIPTION	BY	APP'D
08/10/16	UPDATE	500	
08/10/16	SITE PLAN UPDATE	500	
08/27/16	SITE PLAN UPDATE	500	
10/14/16	SITE PLAN UPDATE	500	
10/20/16	SITE PLAN UPDATE	500	

PREPARED BY: AMANDA L. BROWN
CHECKED BY: JAMES L. BROWN
DATE: 10/20/16
PROJECT NAME: THE HOME DEPOT
PROTOTYPE CODE: NON-PROTOTYPE

THE HOME DEPOT
 GROVE CITY, OH
 THISTLEWOOD ROAD &
 STRINGTOWN ROAD
 CLIENT SITE ID NUMBER: 6954
 GF PROJECT NUMBER: 20161003.0



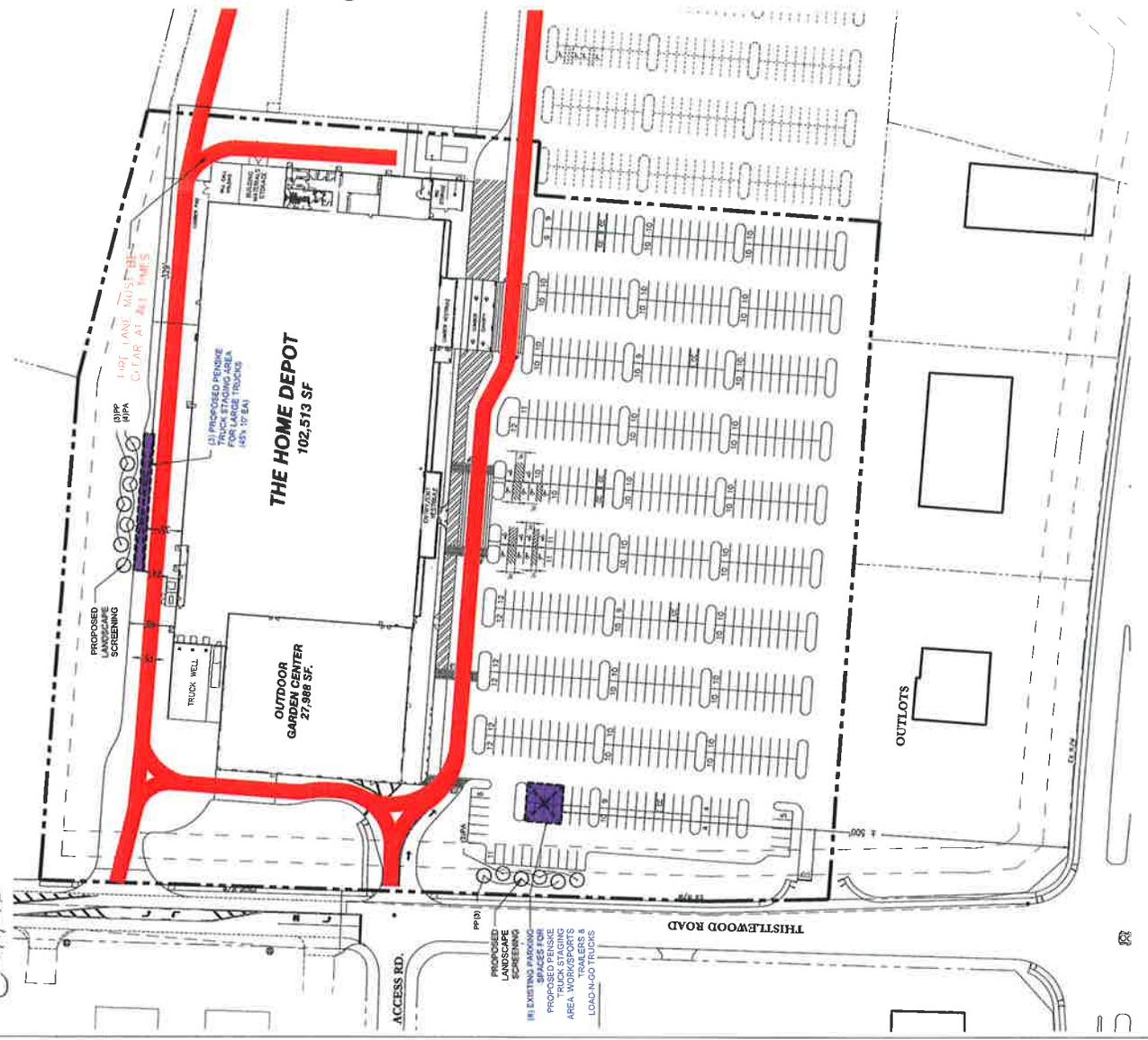
SITE PLAN



LOCATION MAP

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT.	CAL.	SIZE
PA	7	Picea abies	Nowey Spruce	B.A.B.	2.5' Cal	6 HI	Min
PP	6	Picea pungens	Colorado Spruce	B.A.B.	2.5' Cal	6 HI	Min



C-09-16

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-100-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 01/03/17
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-100-16

AN ORDINANCE TO AMEND THE ZONING TEXT FOR PARKWAY CROSSING LOCATED NORTH OF WHITE ROAD AND WEST OF BUCKEYE PARKWAY AS ADOPTED BY ORD. C-02-02 AND AMENDED BY ORD. C-91-02, C-36-03 AND C-18-05

WHEREAS, on February 19, 2002, Council approved a Rezoning request for 16.49 & 21.17 acres located South of Stringtown and North of White Roads that included a Zoning Text; and

WHEREAS, on October 21, 2002, Council approved amendments to the Zoning Text through Ord. C-91-02; on June 02, 2003 through Ord. C-36-03; and again on April 4, 2005 through Ord. C-18-05; and

WHEREAS, on November 08, 2016, the Planning Commission recommended approval of amendments to said Zoning Text as shown in Exhibit "A", attached hereto, and with the following stipulation:

1. Any building west of the Parkway Crossing Condominiums/Buckeye Place shall incorporate a level of architectural significance as shown on submitted elevations dated 11/04/16.

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

SECTION 1. The Zoning Text for Parkway Crossing located North of White Road and West of Buckeye Parkway, as adopted by Ordinance C-02-02, and amended by Ordinances C-91-02, C-36-03 and C-18-05, is hereby amended as shown in Exhibit "A", attached hereto and made a part hereof, contingent upon the stipulation set by Planning Commission.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law



C-100-16
Exhibit A'

STRINGTOWN WEST PROPERTY

Grove City, Ohio

PLANNED UNIT DEVELOPMENT – COMMERCIAL (PUD-C)

And

PLANNED UNIT DEVELOPMENT – RESIDENTIAL (PUD-R)

Prior Applicants:

Lucas State Street Stringtown, Ltd. and
Columbus Corporate Centers, Inc.
209 East State Street
Columbus, Ohio 43215

Current Applicant:

Indus Companies, Inc. c/o Donald Plank
411 East Town Street
Columbus, Ohio 43215

ZONING STANDARDS TEXT

February 19, 2002

Revised Oct. 21, 2002

Revised as of June 2, 2003

Revised as of May 4, 2005

Requested Revisions as of August 29, 2016

INTRODUCTION

This Amendment pertains to Subarea A in the original February 19, 2002 zoning, Ordinance C-02-02. Although the amendment applies to Subarea A in its entirety, the property specifically affected by the amendment is a remaining 4.397± acre parcel, Tax Parcel No. 040-005957 (the "Property"). It is the intention of the applicant to develop the Property with hotel uses.

The subject original site ~~consists~~ consisted of 45.66 acres located on the east side of I-71 between Stringtown Road and White Road and south of the ~~Bob Evans Restaurant~~ Ramada Inn. A portion of the subject 45.66 acre property was part of an earlier PUD-C rezoning district, which included the 116-acre Younkin property to the east. On June 25, 2001, the entire PUD-C district reverted to R-1 zoning classification pursuant to the Grove City Code. The portion of the site along I-71 that was not part of the PUD-C ~~remains~~ remained zoned C-2 until the PUD-C was established on or about February 19, 2002. The ~~proposed development plan for the subject of the original site~~ includes a mixed of uses ~~use~~ development, which will be complimentary to the development plan for the Younkin Property to the east and will consist of both PUD-C and PUD-R zoning classification uses. This multi-use development is divided into two (2) Subareas, A, and B. Access to this site from Stringtown Road is via an existing 50' easement ~~Buckeye Place~~.

SUBAREA A

The subject area is located south of the ~~Ramada Inn~~ Bob Evans Restaurant, p Parcel No. number 040-005958 and west of the ~~proposed shopping center~~ on the Younkin property, parcel number 040-009235012076. This sub-area will permit a mixture of retail, restaurant, hotel/motel, and office uses and at a minimum, one (1) 40,000 sq. ft. signature office building. This property area will accommodate more local service oriented uses and in addition would accommodate quality freeway oriented uses. Parking shall be calculated in accordance with the code. Building height shall be limited to ninety (90) feet for the office or hotel/motel uses and limited to thirty-five (35) feet for any other uses. This area may contain up to seven (7) out-lots. Architecture, signage and landscaping elements will create a unified development appearance, which shall result in a high quality site. Out-lots may be combined resulting in fewer but larger out-lots.

SUBAREA B

This subject site is 28.65 acres located below ~~sub~~ Sub-area "A" and situated between Buckeye Place to the north and White Road to the south. The proposed use is for sale condominium units with a maximum number of 252 units. Each unit is to have two (2) or three (3) bedrooms with square footages ranging between 1200 and 2050. Each unit will have an attached one or two car garage, accessible only from the unit which it serves, and at least 60 units will have a two car garage. The condominium development is a form of home ownership where the property owner owns the unit itself while the condominium association owns and maintains the grounds around the units.

GENERAL NOTES

Development of the Property will incorporate architectural focal points, visual landmarks, reasonable landscape setback buffers and open spaces to provide visual image, reference points and identity. This development must also accommodate street and pedestrian connections to unify each individual development and to minimize traffic.

Unified elements, character and general design must be coordinated and compatible throughout the property and should be complimentary to the development on ~~parcel~~ Parcel No. number 040-012076009235, Younkin property. The proposed road system, designed to serve this development, will consist of improvements to an existing north/south right in, right out access road owned by BP, the extension of the West Road north of Subarea B of the Younkin Development and one (1) curb cut along White Road subject to the approval of the City Engineer and extensive landscaping complimentary to the I-71 interchange landscaping. Building and parking ~~Set set~~ backs along White Road shall be a minimum of seventy (70) feet. There shall be a 30 foot parking setback and a 50 foot building setback on Buckeye Place. One curb cut for ~~Proposed-proposed sub~~Sub-area "B" will be permitted on Buckeye Place and one curb cut will be permitted on White Road. The ~~Location~~ location for each curb cut for ~~sub~~Sub-area "B" will be approved by the engineering department during the development plan process. Right-of-way and easements will be dedicated by the property owner for the new north/south roadway, and all other streets within the development will remain private. The proposed and existing road systems provide logical boundaries of the Subareas, which are considered independent district for zoning and development purposes.

A landscaping plan will be filed as part of each Development Plan submittal for each subarea or portions thereof.

SUBAREA A (16.49 acres)

The subject area is located south of the Ramada Inn, and west of the ~~proposed~~ shopping center on the Younkin property. This sub-area will permit a mixture of retail, restaurant, hotel/motel, ~~and office uses, and at a minimum, one (1) 40,000 sq. ft. signature office building.~~ This property will accommodate more local service oriented users, and in addition would accommodate quality freeway oriented uses. Parking shall be calculated in accordance with the prevailing ~~city~~ City code. Building height shall be limited to ninety (90) feet for the office or hotel/motel uses and limited to thirty-five (35) feet for any other uses. This area may contain up to seven (7) out-lots that may be more local service oriented ~~with a provision that at a minimum, one (1) parcel will be reserved for a signature office site.~~ Architecture, signage and landscaping elements will create a unified development appearance, which shall result in a high quality site. Out-lots may be combined resulting in fewer but larger subareas. ~~When the developer has developed all but one (1) out lot in Subarea A, the developer shall reserve, at a minimum, a four (4) acre site to accommodate at a minimum a 40,000 sq. ft. signature office building with adequate parking and~~

landscaping. If any of the out-lots have already developed with at a minimum 40,000 sq. ft. office building, then the above usage restriction shall not apply.

SUBAREA A (PUD-C)

A. **PERMITTED USES:** The following uses shall be permitted:

- (1). Those uses permitted by Section 1135.09(b), (1), (1.5), (2), (3) excluding 726X Crematories and 0722 Office of Veterinarians and Animal Hospitals, (5), (6), (7) and (8), of the Codified Ordinance of Grove City;
- (2). Those uses listed in Section 1135.09(b) (12) A, 5, 6, 11 and 17 subject to obtaining a special use permit.
- (3). Permitted uses with ancillary drive-in windows or drive-thru facilities, and shall be limited to three (3).
- (4). Uses with outdoor seating to be shown, and approved as part of the approval of the Development Plan, and not to exceed three (3) such establishments unless otherwise approved by City Council.
- (5). Fast food restaurants with drive-thru windows to be limited to one (1) along I-71 freeway frontage. Any additional fast food restaurants with drive-thru windows along I-71 freeway frontage will require a special use permit per Section 1135.09(12)A.10 of the Codified Ordinances.

SUBAREA B (28.65 acres)

This subject site is located below Subarea A, south of Buckeye Place and north of White Road. This sub-area may be used as for-sale condominium housing with a maximum number of 252 units. Each unit will have two (2) or three (3) bedrooms with square footages ranging from 1200 to 2050 square feet. All units shall have a one or two car attached garage, accessible only from the unit which it serves, and at least 60 units will have a two car garage. Within a condominium form of ownership all streets are private and all services such as trash pick-up, snow removal, exterior building maintenance, and lawn care are provided by the condominium association. This translates into less demand on public services. Within a condominium development, the homebuyers will be purchasing individual dwellings. Individual lots, as in the traditional single-family subdivisions, do not exist. After a unit has been purchased, the condominium resident's association must approve any changes to the exterior of that unit, including additions or alterations to any buildings and any significant changes to the common areas. All buildings will have a unified, residential scale appearance and consistent with approved elevations. Setback from White Road is to be a minimum of seventy (70) feet, setbacks from Buckeye Place shall be 30 feet for parking and 50 feet for building. One (1) full curb cut will be permitted along White Road and one full curb cut shall be permitted on Buckeye Place. The location of each curb cut

shall be approved by the engineering department during the development plan process. Architecture of the buildings is to be compatible with Sub-area A development in its general design, materials and overall quality. Exterior architectural materials will feature any combination of upgraded, brick, stone or wood as approved by the city during the development plan process.

SUBAREA B6 (PUD-R)

A. PERMITTED USE:

Condominium units shall not exceed 252 total units. The open space, landscape buffer and other exterior features shall be owned by a condominium association as common property. Maintenance and repair of common area including landscaping, an entry feature, roadways, and mounding. Building walls shall not be permitted within the required setbacks, however, screened in porches may be permitted within the setback area. Interior private roads shall be a minimum of 22' wide or wider as engineering dictates.

Signature of Applicant

Date

Signature of Owner

Date

Approved:

City Administrator

Date

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-101-16
1st Reading: 11/21/16
Public Notice: 11/24/16
2nd Reading: 01/03/17
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-101-16

AN ORDINANCE FOR THE REZONING OF 2928 LONDON-GROVEPORT ROAD FROM R-1 TO C-2

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission *denied* the rezoning on November 8, 2016; and

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from R-1 to -2:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 6115 and being Lot #4 of Meadow Shire subdivision, as recorded in Official Records, Plat Book 29, page 34, Recorder's Office, Franklin County, Ohio, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

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

Roby Schottke, 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

Exhibit A
C-101-16

Legal Description

Situated in the Township of Jackson, County of Franklin, State of Ohio, described as follows:

Situated in the State of Ohio, County of Franklin, and in the Township of Jackson.

Being Lot Number Four (4), in Meadow Shire Subdivision, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 29, Page 34, Recorder's Office, Franklin County, Ohio.

Less and Except 0.023 acres

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Survey Number 6115, Virginia Military District, being a part of Lot 4 as shown on Meadow Shire Subdivision of record in Plat Book 29, Page 34 conveyed to Jon M. Legg and Lois A. Legg of record in Instrument Number 200606210121650, and described as follows:

Beginning, for reference, at a centerline monument set marking the centerline intersection of London-Groveport Road with North Meadows Drive as shown on Gateway Business Park of record in Plat Book 86, Page 4;

thence South 83° 31' 37" East, 399.42 feet, with the centerline of London-Groveport Road;

thence North 06° 28' 23" East, 50.00 feet, to a 1 inch solid iron pin found at the southwest corner of said Lot 4, a southeast corner of Lot 5 of said Meadow Shire Subdivision conveyed to Linda I. Hamilton of record in Instrument Number 200503300057777, and in the existing north right-of-way line of London-Groveport Road, the True Point of Beginning;

thence North 00° 51' 44" East, 10.05 feet, with the line common to said Lot S and said Lot 4 to a boundary marker set;

thence South 83° 31' 37" East, 100.48 feet, across said Lot 4 with the proposed right-of-way line to a boundary marker set in the line common to said Lot 4 and Lot 3 of said Meadow Shire Subdivision conveyed to Richard A. Barber and Ellen E. Barber, Trustees of record in Instrument Number 200104180082247;

thence South 00° 51' 44" West, 10.05 feet, with said common line to a 1 inch solid iron pin found at a common corner thereof in said existing north right-of-way line;

thence North 83° 31' 37" West, 100.48 feet with the south line of said Lot 4 and said existing north right-of-way line to the True Point of Beginning, containing 0.023 acre, more or less, being a part of Auditor's Parcel No. 040-008053.

Date: 11/15/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-70-16
1st Reading: 11/21/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-70-16

A RESOLUTION TO APPROVE AMENDMENTS TO THE DEVELOPMENT PLAN FOR GATEWAY RETAIL LOCATED AT THE NORTHEAST CORNER OF I-71 & SR665 AS APPROVED BY CR-55-16

WHEREAS, on September 19, 2016, Council approved a Development Plan for Gateway Retail by Resolution No. CR-55-16; and

WHEREAS, on November 8, 2016, the Planning Commission recommended approval of the amendments to the Development Plan, with the following deviations and stipulations:

1. Parking spaces shall be granted *a deviation* to the minimum square foot requirement;
2. The maximum height of building signage shall be 36"; and
3. All building signage shall be individually-mounted channel letters with white faces and dark bronze trim cap and returns;
4. The total width of individual tenant signage shall not exceed 80% of the leased tenant frontage.

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 amendments to the Development Plan, approved by Resolution CR-55-16, for Gateway Retail, as submitted.

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

Roby Schottke, 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: 11/15/16
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : CR-71-16
1st Reading: 11/21/16
Public Notice:
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

RESOLUTION NO. CR-71-16

A RESOLUTION TO APPROVE A CERTIFICATE OF APPROPRIATENESS FOR EXTERIOR BUILDING MODIFICATIONS TO 3315 COLUMBUS STREET IN THE HISTORICAL PRESERVATION AREA

WHEREAS, on November 08, 2016, the Planning Commission recommended approval of the Certificate of Appropriateness request for exterior building modifications to the home of Mr. and Mrs. Hall, located at 3315 Columbus Street, with the following stipulations and deviations:

1. The proposed driveway shall be constructed of asphalt or concrete;
2. A *deviation* shall be granted to allow the garage to infringe into the building setback from Arbutus Avenue by eight feet (8').

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 Certificate of Appropriateness for exterior building modifications to the home of Mr. and Mrs. Hall, located at 3315 Columbus Street, contingent upon the stipulations 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

C-72-16

Kelly, Tami

From: Butch Baur [butchbaur@wafflehouse.com]
Sent: Thursday, November 10, 2016 3:00 PM
To: Kelly, Tami
Cc: butchbaur@wafflehouse.com
Subject: Waffle House 2928 London Groveport Rd

Tami,

I would like to postpone consideration of our Development Plans until the January Council meeting. I will still plan to attend the next meeting on November 21st for the 1st reading of our Rezoning Application.

Thanks,

Butch Baur
V.P., Real Estate Rep.
Waffle House Inc.
5986 Financial Drive
Norcross, GA 30071
(c)678-429-1288

Date: 11/17/16
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-72-16
1st Reading: 11/21/16
Public Notice: Postpone to
2nd Reading: 1-03-17
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-72-16

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR WAFFLE HOUSE LOCATED AT 2928 LONDON-GROVEPORT ROAD

WHEREAS, on November 8, 2016, the Planning Commission recommended DENIAL of the Development Plan for Waffle House, as submitted.

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 Waffle House, as submitted.

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.

Roby Schottke, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.