

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

Sept. 19, 2022

6:30 Caucus

7:00 p.m. Regular Meeting

Call to Order: President Berry

Roll Call: Clerk of Council

Approval of Minutes

Welcome & Reading of Agenda: Pres. Berry

LANDS: Mr. Schottke

Ordinance C-54-22 Approve the Rezoning of 32.25+ acres located North of Orders Road and West of Southern Grove Drive from SF-1 (single-family) to PUD-R (planned dev. – res.) with Zoning Text. Second reading and public hearing.

Ordinance C-55-22 Approve the Use for a Tattoo Parlor located at 4238 Broadway. Second reading and public hearing.

Ordinance C-58-22 Repeal Ordinance C-12-21 an ordinance to approve a Special Use Permit for an Automotive Dealership for Gibby's Auto Exchange located at 3422 Mill St. Second reading and public hearing.

Ordinance C-62-22 Approve a Special Use Permit for a Dog Grooming business for Desi' Dog House located at 2239 Stringtown Road. First reading.

Ordinance C-63-22 Approve the Rezoning of 144.27+ acres located north of State Route 665 and east of State Route 104 from SF-1 to PUD-R with Text. First reading.

Resolution CR-55-22 Approve the Development Plan for Hickory Creek located north of Orders Rd. and west of Southern Grove Dr.

Resolution CR-56-22 Approve the Development Plan for Communities at Plum Run located north of State Route 665 and east of State Route 104. *Postponement requested.*

SERVICE: Ms. Houk

Ordinance C-64-22 Authorize the City Administrator to enter into a Contract with the Ohio Department of Transportation to utilize the Bridge Inspection Program. First reading.

FINANCE: Mr. Holt

Ordinance C-59-22 Authorize the City Administrator to enter into Contracts with Quadient for Postage Machines. Second reading and public hearing.

Ordinance C-60-22 Amend Section 121.01 of the Codified Ordinances titled Council Salary. Second reading and public hearing.

Ordinance C-61-22 Amend Section 161.11 of the Codified Ordinances titled Tuition Reimbursement Program. Second reading and public hearing.

Resolution CR-57-22 Accepting the Amounts and Rates as determined by The Budget Commission and authorizing the necessary Tax Levies and certifying them to the County Auditor.

Call for New Business

Call for Dept. Reports & Closing Comments

Adjourn

ON FILE: Minutes of: 9/06 Council; 09/06 Plan. Comm.

Date: 08/03/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: C-54-22
1st Reading: 08/15/22
Public Notice: 08/16/22
2nd Reading: 09/19/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-54-22

AN ORDINANCE FOR THE REZONING OF 32.25+ ACRES LOCATED NORTH OF ORDERS ROAD AND WEST OF SOUTHERN GROVE DRIVE FROM SF-1 TO PUD-R WITH ZONING TEXT

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 approved the rezoning on August 02, 2022 with the stipulation that: *Plan sheets and exhibits showing site layout including roadway, lot, and trail configuration, are included for illustrative purposes only. The final design of the site shall be approved with the Development Plan;* 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 SF-1 (single family residential) to PUD-R (planned unit development – residential) with Zoning Text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1383 and being all of a 36 acre tract of land conveyed to Homewood Corporation by deed, as recorded in Official Records, 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.

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

C-54-22

**DESCRIPTION OF
35.25 ACRES +/- FOR ZONING PURPOSES**

Situated in the State of Ohio, County of Franklin, City of Grove City, being within Virginia Military Survey No. 1383, and being all of that 36 acre tract of land (having a Franklin County Parcel Number 040-009246) described in deed to Homewood Corporation, of record in Instrument 200908040113908, all of which being of record in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

BEGINNING FOR REFERENCE, at the southwest corner of said 36 acres and the southeast corner of a tract of land described in deed to Glenn A and Diane Hickman (Parcel 040-009248) , also being in the centerline of Orders Road;

Thence North 02°00'21 East, a distance of 1710.44 feet, with the west line of said 36 acres and the east lines of said Hickman tract, and that tract of land described in deed to Ronald Belford (Parcel 160-002956), to a common corner of said 36 acres and said Belford tract of land;

Thence South 87° 27'25" East, a distance of 894.78 feet, with the north line of said 36 acres and south line of a tract of land described in deed to Loretta Murib (Parcel 160-000174) and that tract of land described in deed to Homewood Corp. (Parcel 040-009244), to the northeast corner of said 36 acre tract;

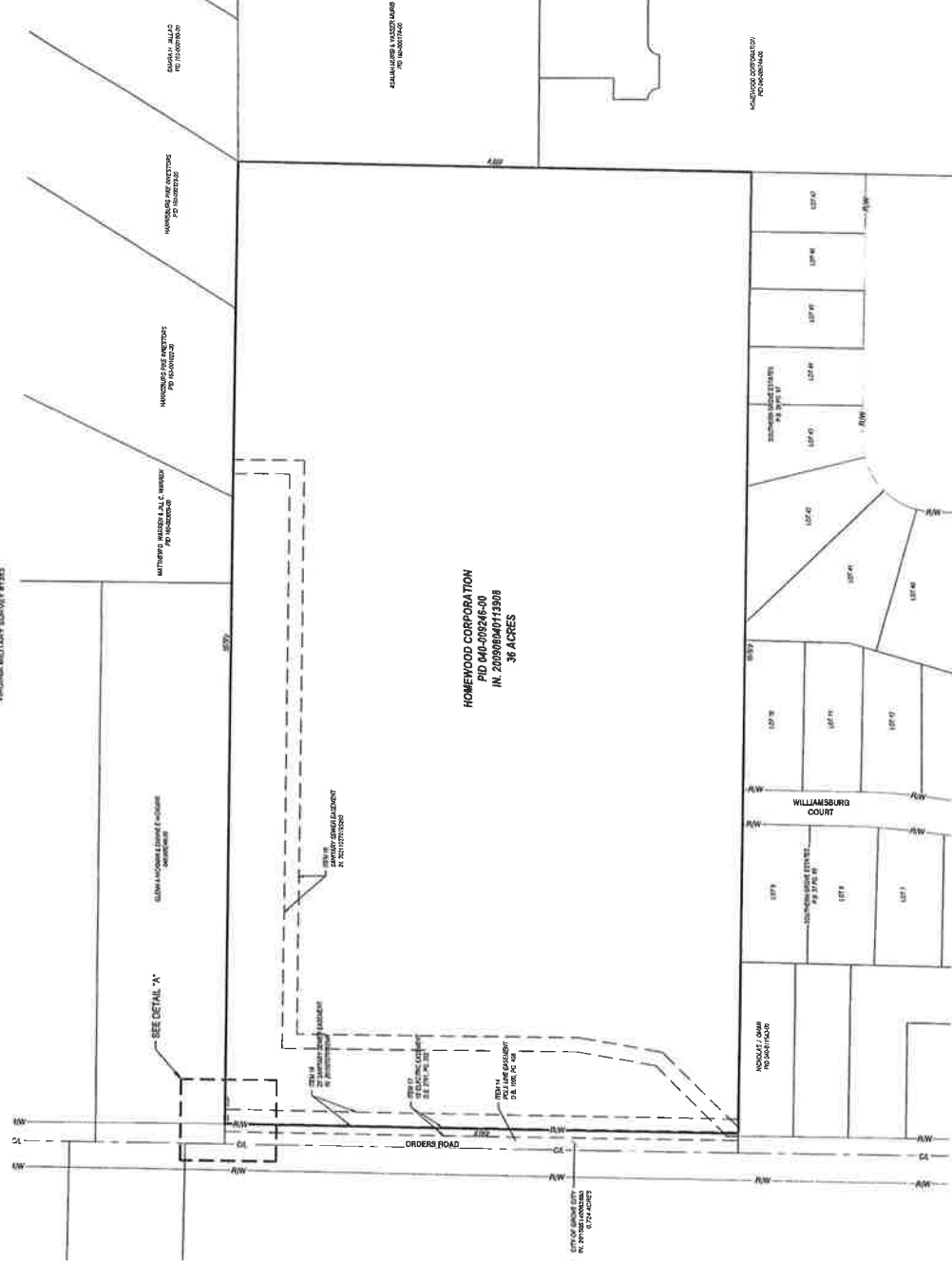
Thence South 02°04'39" West, a distance of 1707.15 feet, with the east line of said 36 acre tract and the west line of Southern Grove Estates, to the southeast corner of said 36 acres, also being in the centerline of Orders Road;

Thence North 87°40'01" West, a distance of 892.61 feet, with the south line of said 36 acres and the centerline of Orders Road, to the **POINT OF TRUE BEGINNING**, and containing 35.25 acres, more or less.

The above description is intended to be used for zoning purposes and not to be used for the transfer of real property.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

RECORD SURVEY
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN, CITY OF GROVE CITY
VIRGINIA MILITARY SURVEY #1343



HOMESWOOD CORPORATION
PID 045.00245.00
IN 200908040113008
36 ACRES

SCHEDULE E - SECTION 1
BASED UPON TITLE COMMENT FILE NO. C7400218, COLUMBIA TITLE
AGENCY, LLC, EFFECTIVE DATE: NOVEMBER 25, 2011 AT 7:59 AM

ITEMS 11 AND 20-21 ARE NOT SURVEY RELATED

12) EASEMENT GRANTED TO THE BELL TELEPHONE COMPANY
APPEARING AS RECORD IN DEED BOOK 182, PAGE 272, RECORDS
OFFICE, FRANKLIN COUNTY, OHIO.

13) EASEMENT GRANTED TO THE STATE OF OHIO APPEARING AS RECORD
IN DEED BOOK 182, PAGE 146, RECORDS OFFICE, FRANKLIN
COUNTY, OHIO.

14) EASEMENT GRANTED TO THE COLUMBIAN RAILWAY POWER & LIGHT
COMPANY APPEARING AS RECORD IN DEED BOOK 182, PAGE 406,
RECORDS OFFICE, FRANKLIN COUNTY, OHIO.

15) EASEMENT GRANTED TO THE COLUMBIAN RAILWAY POWER & LIGHT
COMPANY APPEARING AS RECORD IN DEED BOOK 182, PAGE 403,
RECORDS OFFICE, FRANKLIN COUNTY, OHIO.

16) EASEMENT GRANTED TO COLUMBIAN AND SOUTHERN OHIO ELECTRIC
COMPANY APPEARING AS RECORD IN DEED BOOK 127, PAGE 645,
RECORDS OFFICE, FRANKLIN COUNTY, OHIO.

17) EASEMENT GRANTED TO COLUMBIAN AND SOUTHERN OHIO ELECTRIC
COMPANY APPEARING AS RECORD IN DEED BOOK 127, PAGE 645,
RECORDS OFFICE, FRANKLIN COUNTY, OHIO.

18) PERMANENT EASEMENT FOR PUBLIC UTILITIES GRANTED TO THE CITY
OF GROVE CITY, OHIO APPEARING AS RECORD IN INSTRUMENT
NO. 200808040113008, RECORDS OFFICE, FRANKLIN COUNTY,
OHIO.

19) SANITARY SEWER EASEMENT GRANTED TO THE CITY OF GROVE CITY,
OHIO APPEARING AS RECORD IN INSTRUMENT NO. 200808040113008,
RECORDS OFFICE, FRANKLIN COUNTY, OHIO.

20) EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO APPEARING AS
RECORD IN INSTRUMENT NO. 200808040113008, RECORDS OFFICE,
FRANKLIN COUNTY, OHIO.

Received By:
Steve C. Development
Date: 06/23/2022

DETAIL "A"
SCALE: 1"=20'

RECORD SURVEY

DESIGNER	DATE	12/13/2021
DRAWN	DATE	12/13/2021
CHECKED	DATE	12/13/2021
APPROVED	DATE	12/13/2021
JOB NO.	DATE	12/13/2021
SHEET NO.	DATE	12/13/2021
1 OF 1	DATE	12/13/2021

NOTE: THIS SURVEY IS BASED ON THE LATEST AVAILABLE RECORDS OF FRANKLIN COUNTY, OHIO.
THIS IS NOT A GUARANTEE OF ACCURACY.

July 22, 2022 (rev. 07.29.22)

I. GENERAL PROVISIONS

Received By:
Grove City Development
7/29/22

- A. **Applicability:** This Zoning Text (the “Text”) establishes the standards and provisions for development of Hickory Creek (the “Development”) upon 30.25+/- acres of real property located 2,335’+/- east of Harrisburg Pike (US 62) on the north side of Orders Road, Franklin County Parcel ID# 040-009246-00 (the “Property”). Other provisions of the Codified Ordinances of the City of Grove City, Ohio (the “Code”), including the Standard Drawings and other policies shall only apply to the extent that this Text does not address such matters. Any use not permitted herein shall be considered prohibited, unless approved by City Council as part of the development plan. Any deviations from the standards outlined in the text may be granted by City Council through the development plan.
- B. **Severability:** All provisions of this text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be affected by that decision.
- C. **Conflicts:** Where there is or appears to be a conflict between the approved Text and Development Plan, the more restrictive requirements shall apply. Where there is or appears to be a conflict between the Text and the Code, the Zoning Text shall control.

II. DEVELOPMENT OVERVIEW

- A. **Intent:** The Development will provide new residential options to meet the growing demand for empty nesters and active adults who are looking to “right size” their home choice and to reduce their property maintenance responsibilities.
- B. **General Character:** The Development will provide an enclave of single-family homes set in a landscaped site and organized around large open space reserves. Homes will have a traditional architectural character and will be oriented to take advantage of views into the large open space areas. Homes will generally be one or one and one-half stories. A landscape treatment will provide buffering of the homes from Orders Road. A large open space area at the main entrance will include an entry feature to welcome residents and guests.
- C. **Features and Amenities:** The Development will feature free standing, owner-occupied ranch-style homes in either a condominium or alternatively fee-simple homes on public streets. To limit intensity of use on the site, the homes are mainly designed for “first-floor living” with two bedrooms on the first floor and limited spaces on the second floor (if a second-floor option is chosen by the customer). The homes will include some combination of community lifestyle services such as lawn and landscape maintenance and snow removal and mandatory association dues/fees paid to a Homeowner’s Association or Condominium Association established for the community.

The empty nester/active adult lifestyle and living in communities and homes designed to fit or accommodate that style of living are in high demand in the area and central Ohio generally. A community that includes such patio home designs provides an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living nearby. Patio homes help lessen school impact, peak traffic and the intensity of daily living with less occupancy per home and fewer people on the site overall.

The proposed Development will be comprised of 2 subareas. Subarea A, located along the eastern property line, will feature 80' wide homesites. Subarea B will comprise the remainder of the Development with 57'-60' wide homesites.

III. DEVELOPMENT STANDARDS

A. Applicability: The development standards defined in this section shall apply to all subareas, unless specified otherwise.

B. Permitted Uses:

1. One-family dwellings.
2. Accessory uses as permitted in residential districts per the Codified Ordinances (Section 1135.11 or as updated).
3. Parks and open space.
4. Model homes.
5. Parking, in association with permitted uses.

C. Lot Requirements:

1. Area:
 - a. Subarea A: Ten thousand (10,000) square feet minimum.
 - b. Subarea B: Seven thousand one-hundred twenty-five (7,125) square feet, minimum.
2. Width:
 - a. Subarea A: Eighty (80) feet, minimum at the build line, and Fifty (50) feet, minimum, chord length at the right-of-way.
 - b. Subarea B: Fifty-seven (57) feet, minimum at the build line, and Thirty-Five (35) feet, minimum, chord length at the right-of-way.
3. Setbacks
 - a. Front Yard: Twenty-five (25) feet.
 - b. Rear Yard: Twenty-five (25) feet.
 - c. Side Yard: Six (6) feet.
4. Coverage Forty-five (45) percent, maximum, for buildings, and Sixty-five (65) percent, maximum, for buildings and vehicular pavement.

D. Building Requirements:

1. Building Height: Thirty-five (35) feet, maximum at roof peak, measured from ground floor elevation.
2. Floor Area: One thousand six hundred (1,600) square feet, minimum.

E. Density: A maximum of eighty-one (81) dwelling units shall be permitted on the Property.**F. Open Space**

1. A minimum of four and forty-two hundredths (4.42) acres shall be provided to meet the open space land dedication requirement in Section 1101.09(b)(2)(B) of the Code.
2. The Holton Run stream corridor shall be preserved where not impacted by required development infrastructure.
3. Open space areas shall be designed to create a cohesive system that preserves existing natural features, incorporates stormwater management and provides pedestrian access and circulation.
4. Reserves central to the site providing recreational space and trail connectivity shall be dedicated to the City to ensure public access. All open space areas and associated improvements shall be maintained by the Hickory Creek Homeowners Association unless otherwise noted on the approved plat.

G. Street Access, Improvements and Circulation

1. Vehicular Access – Orders Road:
 - a. A primary access point along Orders Road shall be provided as a full movement entry point to the development.
2. Vehicular Access - Haley Way Street Stub:
 - a. Haley Way shall be extended from the existing street stub along the northern property boundary to the primary access point along Orders Road.
 - b. Traffic calming measures, such as centerline offsets, planted medians and changes in direction shall be included in the alignment.
3. Vehicular Access – Williamsburg Court Street Stub
 - a. Williamsburg Court shall extend from Haley Way to a point short of the eastern property line and existing street stub. Decorative fencing, landscape planters and bollards shall be installed to restrict vehicular access.
4. Pedestrian Access and Circulation
 - a. A system of public sidewalks and shared-use paths will provide pedestrian access to and

through the Development.

- b. Shared use paths shall connect to existing paths in Holton Run (on Haley Way) and in the Hidden Chase development to the northwest.

H. Street Requirements (Public)

1. Right-of-Way Widths:

- a. Local Street: Sixty (60) feet, minimum.
- b. Cul-de-sac Street: Sixty (60) feet, minimum.
- c. Cul-de-sac Bulbs: One hundred eight (108) feet diameter, minimum.

2. Pavement Widths:

- a. Local Street: Twenty-eight (28) feet, minimum, face to face of curb.
- b. Cul-de-sac Street: Twenty-eight (28) feet, minimum, face to face of curb.
- c. Cul-de-sac Bulbs: Seventy-six (76) feet diameter, minimum, face to face of curb.

3. Drive Lanes: Two (2).

4. Parking Lanes: Parking shall be permitted on one side, opposite the fire hydrants on streets twenty-eight (28) feet in width or wider measured from face to face of curb. No on street parking will be permitted on streets narrower than twenty-eight (28) feet.

5. Tree Lawn: Six (6) feet in width, minimum.

6. Sidewalk: Five (5) feet wide minimum; sidewalks shall be concrete and located on both sides of all streets except where a multi-use path is utilized in lieu of a sidewalk.

7. Multi-Use Path: Eight (8) feet in width, minimum; multi-use paths shall be asphalt or concrete and located in open space reserves or rights-of way to provide a route through the development connecting the northern property boundary and Orders Road.

8. Traffic Calming: Traffic calming measures shall be required where street lengths exceed eight hundred (800) feet in length and shall be determined at the time of final engineering in a manner consistent with other recent developments and in coordination with City staff.

9. Street Lighting: Lighting on public streets shall meet the current Code requirements.

I. Parking:

1. All single-family dwellings shall provide a driveway that permits parking of not less than two (2) automobiles.
2. The parking or storage of boats, trailers or recreational vehicles in any driveway shall be prohibited.

J. Utilities:

1. All utilities shall be designed and constructed to meet the City of Grove City, Ohio standards.
2. All utilities shall be placed in appropriate locations within the Development that will best preserve any existing trees in good or fair condition.

K. Storm Water Management:

1. A comprehensive storm water management system shall be developed, following the Ohio EPA and City of Grove City, Ohio Stormwater Design Manual.
2. Storm water management facilities may be located in any reserve areas or easements. Final design and details will be provided in the Final Development Plan and any deviations to the Stormwater Design Manual identified for consideration with the development plan.
3. The Property owner shall maintain all on-site storm water management areas.

L. Entry Feature:

1. One (1) entry feature shall be provided at the primary entrance at Orders Road. The feature shall be a minimum of five hundred (500) square feet in area and consist of landscaping and/or hardscape material as well as signage.
2. One (1) double sided identification sign is permitted and shall be incorporated into the entry feature design. The general design of the sign shall be illustrated on the development plan.
3. Identification signage shall be setback from public rights-of-way a minimum of ten (10) feet.
4. Identification signs shall not exceed twenty (20) square feet in area message area, per side.
5. Identification signs may be externally illuminated by concealed or screened ground mounted lighting. Internally illuminated signs are prohibited.
6. Entry features shall be irrigated.

M. Landscaping:

1. Screening of Service Structures
 - a. Service structures shall be screened per Code (Section 1136.08)

2. Site Trees

- a. There shall be three (3) trees planted per single-family lot.
- b. Trees may be small, medium or large species, and may be single or multi-stemmed trees. Single-stem trees shall be a minimum two (2) inches in caliper at install. Multi-stem trees shall be a minimum six (6) feet in height at install.
- c. Trees shall be arranged within the front, side or rear yard areas with emphasis on the front facades.

3. Foundation Plantings

- a. A minimum of one-third (1/3) of the façade, or facades in the case of corner lots, fronting the public street shall be landscaped adjacent to the foundation with a minimum of five (5) shrubs, ground cover or ornamental plantings.
- b. The average height of foundation plantings at installation shall be twenty-four (24) inches minimum.

4. Perimeter Landscape Treatments

a. Orders Road Frontage

- i. A landscape treatment shall be provided to screen the rear and sides of homes along Orders Road. The landscape treatment shall include the following:
 - A continuous earthen mound ranging between four (4) and six (6) feet in height, and
 - A double, staggered row of evergreen trees, six (6) feet in height minimum, at twenty (20) feet maximum spacing, and
 - One deciduous tree, two (2) inch caliper minimum per forty (40) feet of frontage, and
 - Two (2) deciduous shrubs or ornamental grasses, eighteen (18) inches in height minimum per forty (40) feet of frontage.
- ii. This treatment shall be located in an open space reserve area of not less than twenty-five (25) feet in width or within a landscape easement when located on individual lots and shall be maintained by the owners' association.

b. Eastern Boundary Landscape Treatment

- i. A landscape treatment shall be provided to augment the existing vegetation and tree row that exists along the eastern property line by filling in gaps with additional plants. The landscape treatment shall include any combination of the following:
 - Deciduous trees, two (2) inch caliper minimum, or
 - Evergreen trees, six (6) feet in height minimum.
- ii. Plants shall be located to not damage the existing vegetation or root zones.

- iii. This treatment shall be located in an open space reserve area of not less than twenty (20) feet in width or within a landscape easement when located on individual lots and shall be maintained by the owners' association.

5. Street Trees

- a. Trees shall be planted along all proposed streets. At least two genera of trees shall be planted per street to provide diversification.
- b. Spacing shall not exceed fifty (50) feet on center.
- c. Trees shall be deciduous trees, two (2) inch caliper, minimum.

6. Retention Area Planting

- a. Retention basins shall be landscaped and shall meet the landscape design requirements as outlined in the Stormwater Design Manual. These plantings shall be owned and maintained by the Homeowner's or Condominium Association.
- b. In addition to options outlined in the Stormwater Design Manual, jute matting is permitted as an option for basic shoreline protection.

7. Grass and Groundcover

- a. Sod and/or seed shall be placed upon the ground in all barren areas after vertical home construction is completed in order to protect such areas and allow growth.
- b. Single-family lots shall be sodded to cover the front yard, side yards, and ten feet of rear yard.
- c. The sod or seed shall be a species normally grown as permanent lawn in central Ohio.
- d. Sod shall be laid solid.
- e. Seed shall be spread evenly and covered with a protective covering wood cellulose or hydro-mulch.
- f. Sod or Seeded areas shall be properly maintained to establish a dense turf, free of noxious pests, weeds and disease. All dead sod or seeded areas shall be replaced, at the earliest planting season, and properly watered and maintained to establish a dense turf, free of noxious pests and disease.
- g. For steep banks or areas where groundcover is preferred, groundcover may be used in lieu of grass. Groundcovers shall be planted at a consistent spacing to achieve a finished well-developed appearance within two growing seasons.

N. Architectural Standards:

1. **Applicability:** The architectural character of the homes shall comply with the standards outlined in this text and provide the general character shown in the exhibits entitled *Pulte Homes Architecture Portfolio prepared for the Hickory Creek PUD* submitted with this application. Final building elevations shall be approved with building permits. Plans and/or elevations in addition to those submitted with this text, and after Final Development Plan approval may also be approved with such approvals not to be unreasonably withheld, to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character and proportions of the building elevations as submitted with this text and subject to the following standards being met:
2. **Exterior Materials**
 - a. **Cladding Materials:** Shall be limited to brick, thin brick, stone, cultured stone, wood, engineered wood, fiber-cementitious, stucco, composite, polymer, cellular PVC and vinyl.
 - i. **Vinyl:** all vinyl materials shall meet the following standards:
 - Shall be 0.044" thickness, minimum, and
 - Shall be applied over one-half inch thickness, minimum, oriented strand board or plywood, and
 - Shall be a low-gloss finish, and
 - Shall be installed according to the manufacturer's specifications, to prevent warping and separation.
 - b. **Trim Materials:** Shall be limited to any permitted primary cladding material and EIFS, pre-finished metal, urethane foam and cellular PVC.
 - c. **Roofing Materials:** Shall be limited to architectural grade asphalt shingles (25-year minimum warranty) or pre-finished metal. Metal, wood, slate, concrete, or tile are permitted as accents.
3. **Exterior Colors**
 - a. **Cladding Colors:** Shall be limited to muted colors, natural earth tones, neutrals and/or whites. High-chroma colors are not permitted.
 - b. **Trim Colors:** Shall be limited muted colors, natural earth tones, neutrals and/or whites, complementary or contrasting to the primary color. High-chroma colors are not permitted.
 - c. **Roofing Colors:** Shall be limited natural earth tones and/or neutral colors, including black, complementary or contrasting to the primary color. High-chroma colors are not permitted. Roof penetrations shall be painted to match the color of the roof material.
4. **Configuration of Materials**
 - a. **Front building elevations** shall present a minimum of twenty-five (25) percent masonry cladding (brick, thin brick, stone, cultured stone and/or fiber-cementitious products), exclusive of windows, doors and garage doors. Homes may be permitted that do not meet

this minimum masonry requirement provided they are compatible with or complementary to the built environment, include appropriate massing, are traditional in character and design and include a minimum of two architectural elements from the following: window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake style siding elements (provided such elements are compatible with the design, style and character of the home and subject elevation), shutters, or decorative louvers of at least three (30) square feet.

- b. Similar materials, design elements and detailing shall be consistent on all elevations in a manner that creates continuity, cohesive design and balance among all facades.
- c. Blank facades (without fenestration) are not permitted.

5. Architectural Elements

a. Required Elements and Details

- i. All homes shall have at least two (2) of the following elements on each elevation:
 - Door
 - Porch
 - Window or grouping of windows of at least six (6) square feet
 - Window mullions
 - Window trim wrap
 - Faux shutters
 - Dormers (active and inactive)
 - Bay window or bay elements
 - Chimney
 - Water table
 - Decorative louvers of at least three (3) square feet
 - Other design elements and materials used as accents, including but not limited to accent siding, bandboards, brackets, corbels, and/or decorated A- frames; subject to approval of the Development Department.

b. Roof Types and Details

- i. Pitched roof types are required and shall present as the primary roof structure type.
- ii. Flat roofs are permitted as secondary roof structure types and in no case shall present as the primary roof structure type. Flat roofs but must integrate strong cornice lines.
- iii. Pitched roof structures shall have a minimum slope of 5:12 rise over run. Secondary pitched roof structures, including architectural elements such as gables, dormers and porch pediments shall be permitted to have a minimum slope of 3:12 rise over run.
- iv. Shed-type roof structures are permitted when integrated into the primary roof structure or as accents. Shed-type roof structures shall have a minimum slope of 1:12 rise over run.
- v. All roofs shall have a minimum twelve (12) inch overhang at the eave.

c. Windows

- i. Windows shall be constructed either of wood, aluminum, fiberglass, composite materials or vinyl. Painted aluminum clad and vinyl clad windows are permitted.
- ii. Windows shall be single hung, double hung, operable casement, awning or transoms oriented horizontally with vertically proportioned panes of glass.
- iii. All double-hung windows shall have the appearance of divided light.
- iv. Window grids are to be proportionally similar on all windows with vertical orientation.
- v. Window surrounds and/or trim appropriate to the architectural character of the building is required.

d. Garages and Garage Door Details

- i. All dwellings shall include an attached garage, providing storage for at least two cars.
- ii. Garage door openings, as a percentage of the width of the front facade, shall be limited to a maximum of forty-five (45) percent.
- iii. Garage doors shall be paneled and shall be of one color and material.

6. Architectural Diversity

- a. The same home design with the same front elevation shall not be constructed on lots that are adjacent to or directly across the street from one another. A lot shall be deemed to be directly across the street from any other lot that is located in whole or in part between two imaginary straight-line extensions of the side lot lines for the first lot which extend to the opposite side of the public right-of-way on which the first lot has frontage, as illustrated on and subject to the conditions noted on the Attachment “A” ***Pulte Homes Façade Diversity Standard Exhibit***. On corner lots, the diversity requirement shall be applied to the street on which the home’s front façade is located. Houses with the same footprint may be allowed within the distance and parameters described above provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of front porch, etc. The Development Department shall have the final approval as to whether a change is “substantial.”

O. Fencing:

1. “Off-Lot” Site Fencing

- a. Off-lot fences may be located at development entry features and within reserve areas.
- b. Off-lot fences shall be similar in character to a three or four rail horse fence.
- c. Off-lot fences shall be constructed of painted/stained wood, vinyl, composite or other weather resistant material.

2. "On-Lot" Yard Fencing

- a. On-lot fencing may be installed for decorative purposes or for the creation of privacy around patios, hot tubs, decks, etc.
 - b. On-Lot decorative fencing:
 - i. Shall be similar in character to an ornamental, wrought iron picket-style fence, and
 - ii. Shall be constructed of painted or pre-finished metal, and
 - iii. Shall not exceed forty-eight (48) inches in height.
 - c. On-Lot privacy fencing:
 - i. Shall be constructed of painted/stained wood, vinyl, composite or other weather resistant material, and
 - ii. Shall not exceed seventy-two (72) inches in height.
 - d. All on-lot fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same community.
3. Pool Fencing: shall be provided as required by applicable governmental rules and regulations and owners' association documents.

P. Model Homes:

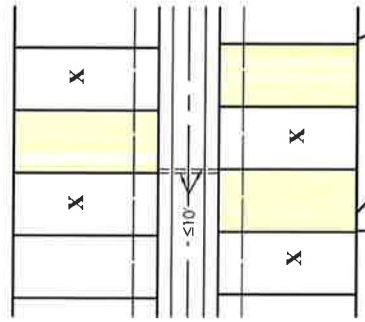
- 1. Model Homes shall be permitted under City Code standards and regulations and the following additional standards shall apply:
 - a. Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sale of new homes.
 - b. Manufactured and/or modular buildings are permitted for use as sales office during the development of the project and the construction of residential units herein.
 - c. Model home parking may be established on lots adjacent to model homes for safety and convenience during the sales process.

Q. Homeowners Association:

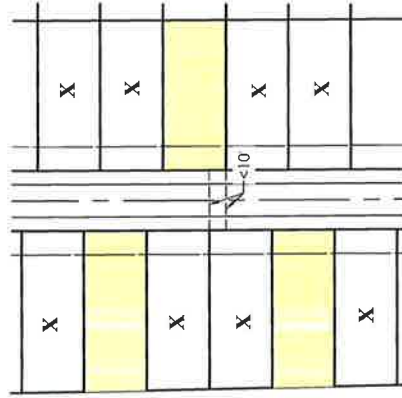
- 1. Prior to the occupancy by any residents in the patio/condominium subarea the developer will

establish a Patio/Condominium Owners' Association (COA) or Homeowners Association (HOA). (COA) Control of the association shall be turned over to the residents according to Ohio Law. The homeowners will be members of a Condominium or Homeowners Association for maintenance of the open spaces, required tree installations, maintenance and replacement of street trees and the entryway after the development period and turnover date. The Patio/Condominium Owners' or Homeowners Association responsibility shall include lawn and landscape maintenance, and other duties as agreed to by members and specified in association documents. All association responsibilities and obligations shall be set forth in the COA or HOA declaration prepared and recorded by the developer prior to occupancy.

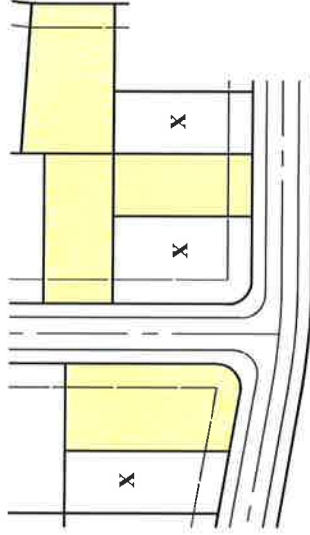
Condition 1
Front to Front
(Lot Offset $\leq 10'$)



Condition 2
Front to Front
(Lot Offset $> 10'$)



Condition 3
(Lot Separated by Street)



LEGEND:



Subject Facade

X Prohibited Same Home Design
with the Same Front Elevation
as Subject Facade



Received By
Glove City Development
1/26/22

DEVELOPMENT DATA

[illegible]

Received By:
Grove City Development
Date: 06/25/2022



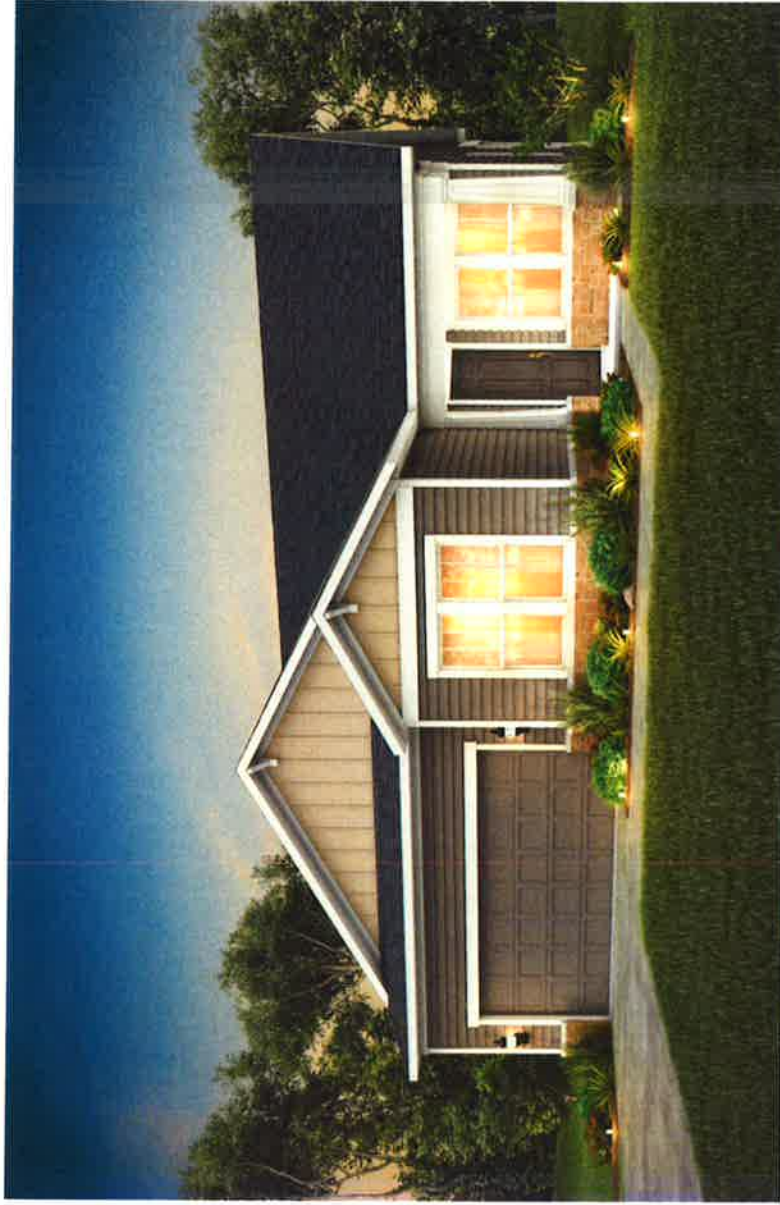
HICKORY CREEK

GROVE CITY, OHIO



Hickory Creek

Alcott
1,765+ Sq./Ft.
2-3 Bed, 2-4 Bath
2-3 Car Garage



Hickory Creek

Alcott
1,765+ Sq./Ft.
2-3 Bed, 2-4 Bath
2-3 Car Garage



Hickory Creek



Alcott
1,765+ Sq./Ft.
2-3 Bed, 2-4 Bath
2-3 Car Garage

Hickory Creek



Bedford
1,889+ Sq./Ft.
2-3 Bed, 2.5 -4.5 Bath
2-3 Car Garage

Hickory Creek

Bedford w/loft

1,889+ Sq./Ft.
2-3 Bed, 2.5 -4.5 Bath
2-3 Car Garage



Hickory Creek

Bedford
1,889+ Sq./Ft.
2-3 Bed, 2.5 -4.5 Bath
2-3 Car Garage



Hickory Creek Estates

Countryview

1,893 Sq./Ft.
3-4 Bed, 2-3 Bath
2-3 Car Garage



Hickory Creek

Countryview

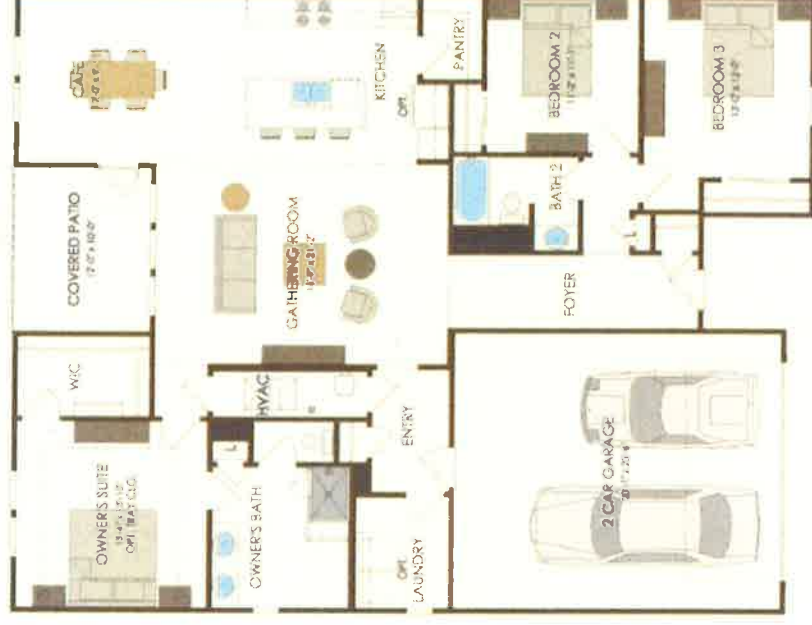
1,893 Sq./Ft.
3-4 Bed, 2-3 Bath
2-3 Car Garage



Hickory Creek

Countryview

1,893 Sq./Ft.
3-4 Bed, 2-3 Bath
2-3 Car Garage



Date: 08/03/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No. : C-55-22
1st Reading: 08/15/22
Public Notice: 08/16/22
2nd Reading: 09/19/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-55-22

AN ORDINANCE TO APPROVE THE USE FOR A TATTOO PARLOR LOCATED AT 4238 BROADWAY

WHEREAS, Annie V. Kitty, applicant, has submitted a request for the allowable Use of a Tattoo Parlor, as provided for in Section 1135.09; and

WHEREAS, on August 02, 2022, the Planning Commission of the City of Grove City recommended the *approval* of this Use 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. The Use of a Tattoo Parlor for Annie V. Kitty, located at 4328 Broadway is hereby approved, as submitted.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

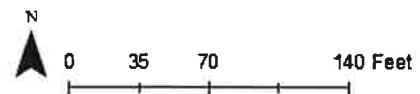
C-55-22

1. Context Map

The site is located at 4238 Broadway in the northeast corner of the Broadway and Woodlawn Avenue intersection (PID 040-000696).



202206230033
4238 Broadway
Use Approval
PID# 040-000696



Date: 08-30-22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Mr. Smith
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-58-22
1st Reading: 09/06/22
Public Notice: 09/07/22
2nd Reading: 09/19/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-58-22

AN ORDINANCE TO REPEAL ORDINANCE C-12-21 AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AN AUTOMOTIVE DEALERSHIP FOR GIBBY'S AUTO EXCHANGE LOCATED AT 3422 MILL STREET

WHEREAS, City Council first approved a Special Use Permit for Gibby's Auto Exchange at 3422 Mill Street on 02/03/20, with a stipulation that the Special Use be effective for one (1) year from the date of approval, through Ord. C-02-20; and

WHEREAS, upon a recommendation of approval by the Planning Commission of the City of Grove City, City Council granted approval for a full Special Use Permit to Gibby's Auto Exchange effective May 5, 2021 through Ord. C-12-21; and

WHEREAS, that grant of a Special Use Permit was contingent upon a stipulation that prohibited the outdoor storage of vehicles, vehicular parts, related supplies, tools and materials; and

WHEREAS, the City performed an inspection of the Special Use Permit premises on August 16, 2022, documented violations of the stipulation, notified the Special Use Permit holder of the violations, and granted ten (10) days to correct the violations; and

WHEREAS, the ten (10) day period for corrections has passed without remedy of the violations and Section 1135.09(b)(F)(2)(d) of City of Grove City Code states that a Special Use Permit may be revoked when any condition of approval is violated, and the holder of the permit fails to correct the violations upon notice provided by the Chief Building and Zoning Official.

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

SECTION 1. This Council finds that the Special Use Permit holder violated the terms of approval for the Special Use Permit, received the requisite notice of said violations from the City, and failed to remedy those violations in a timely manner.

SECTION 2. The Special Use Permit granted by Ordinance C-12-21 is hereby repealed and use of the property consistent with the special use is hereby prohibited.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Date: 09/13/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-62-22
1st Reading: 09/19/22
Public Notice: 9/20/22
2nd Reading: 10/03/22
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-62-22

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DOG GROOMING BUSINESS FOR DESI'S DOG HOUSE LOCATED AT 2239 STRINGTOWN ROAD

WHEREAS, Park Square, applicant, has submitted a request for a Special Use Permit for a dog grooming business for Desi's Dog House located at 2239 Stringtown Road; and

WHEREAS, on Sept. 06, 2022, 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)A1k is hereby issued to Desi's Dog House located at 2239 Stringtown Road, as submitted.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: C-63-22
1st Reading: 09/19/22
Public Notice: 09/20/22
2nd Reading: 10/03/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-63-22

AN ORDINANCE FOR THE REZONING OF 144.27+ ACRES LOCATED NORTH OF STATE ROUTE 665 AND EAST OF STATE ROUTE 104 FROM SF-1 TO PUD-R WITH ZONING TEXT

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 approved the rezoning on Sept. 06, 2022; 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 SF-1 to PUD-R with zoning text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1105 *and being all of that tract of land as conveyed to S & W Huggett Ohio LLC, as recorded in Official Records, Instrument No. 200809300146421, 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.

Ted. A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Zoning Description

144.27 Acres

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1105 and being all of that tract of land as conveyed to S & W Huggett Ohio LLC of record in Instrument Number 200809300146421, all deed references refer to the records of the Recorder's Office Franklin County, Ohio and described as follows:

Beginning at the northeasterly corner of said S & W Huggett Ohio LLC tract at the intersection of the southerly line extended of that plat entitled Scioto Meadows Section 1 Part 1 of record in Plat Book 89, Page 3, with the centerline of State Route 665;

Thence South 5°34'09" East with said centerline a distance of 2567.35 feet to an angle point in said centerline;

Thence North 82°15'14" West continuing with said centerline a distance of 2215.35 feet to the southeasterly corner of a 2.204 acre tract as conveyed to Steve M. and Sharon Doersam of record in Instrument Number 201101070004133;

Thence with the perimeter of said 2.204 acre tract the following courses:

North 7°25'40" East a distance of 481.11 feet to a corner thereof;

North 82°34'20" West a distance of 200.00 feet to a corner thereof;

South 7°25'39" West a distance of 480.00 feet to a corner thereof in the centerline of said State Route 665;

Thence North 82°15'14" West with said centerline a distance of 1629.33 feet to the southeasterly corner of a 1.520 acre tract as conveyed to Kip A. and Barbara R. Thompson of record in Instrument Number 200506210120647;

Thence with the perimeter of said 1.520 tract the following courses:

North 7°46'04" East a distance of 290.74 feet to a corner thereof;

North 80°15'21" West a distance of 180.18 feet to a point in the easterly right-of-way line of State Route 104;

Thence North 3°41'08" East with said easterly right-of-way line a distance of 543.33 feet to an angle point in said right-of-way line;

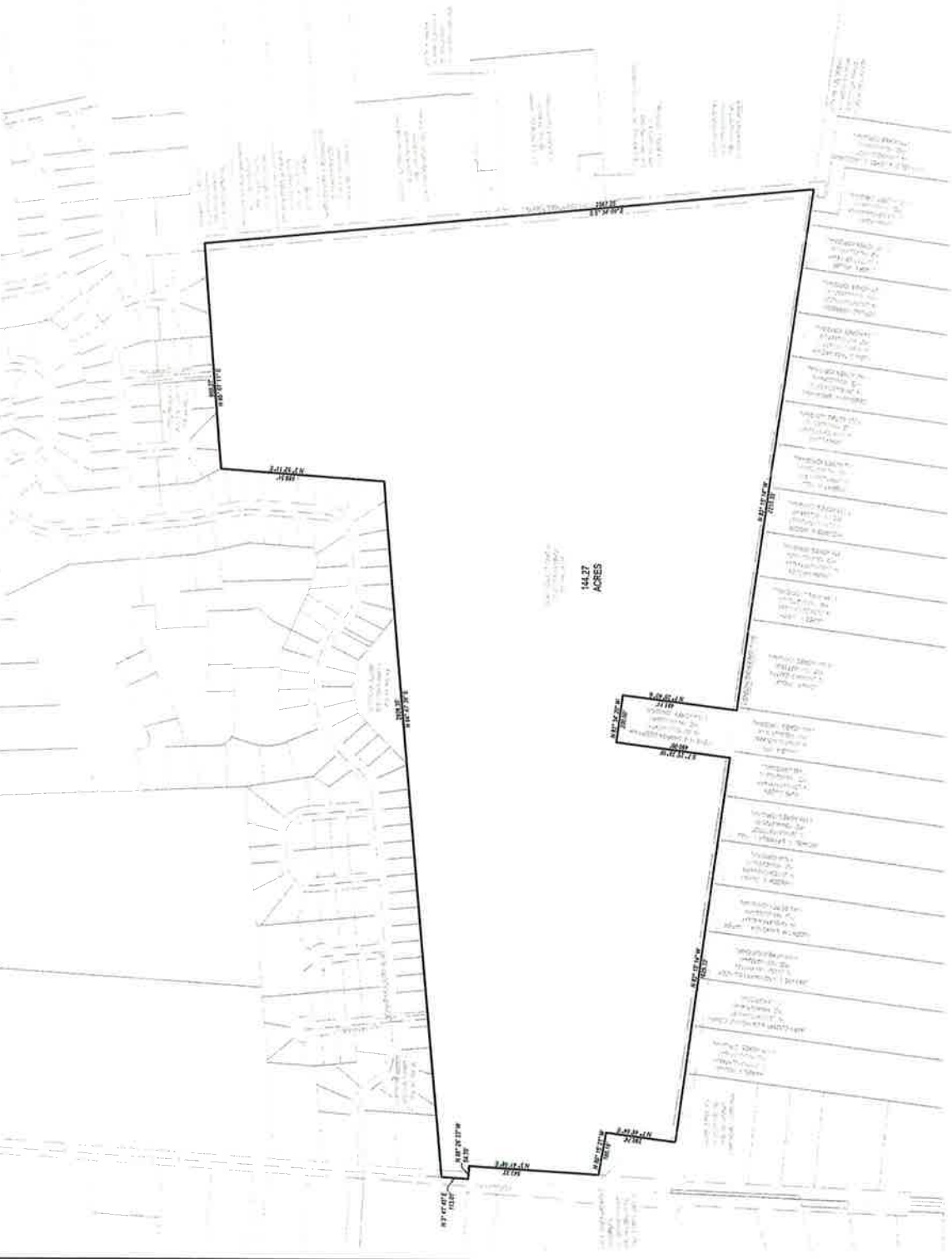
Thence North 86°26'33" West with said easterly right-of-way line a distance of 54.70 feet to a point in the centerline of said State Route 104;

Thence North 3°41'45" East with said centerline a distance of 113.01 feet to a point;



PULTE HOMES OF OHIO, LLC
COMMUNITIES AT PLUM RUN
(HUGGETT PROPERTY)

ISSUE	7/20/2011
NOT FOR CONSTRUCTION	EAC
DATE	APC
SEPTEMBER 2011	JSB
JOB NO.	SHEET NO.
DESIGN	
DRAWN	
CHECKED	



05.06.22
PULTE – COMMUNITIES AT PLUM RUN
(Huggett Property)
Development Standards and Zoning Text
Grove City, Ohio

CURRENT ZONING: SF-1 (SINGLE FAMILY)

PROPOSED ZONING: PUD-R
(PLANNED UNIT DEVELOPMENT RESIDENTIAL)

Property Owners: S & W Huggett Ohio LLC
14337 US Rte. 23
Ashville, OH 43103

Applicant: Pulte Homes of Ohio LLC
475 Metro Place S. Ste. 200
Dublin, OH 43017

Authorized Representative: Thomas L. Hart
Painter and Associates
5029 Cemetery Road
Hilliard, OH 43026

I. PROPERTY

The property ("Property") consists of approximately 144.27 acres $\pm$ acres north and west of London-Groveport Road (S.R. 665) and east of Jackson Pike (S.R. 104) as further described on the attached Final Development Plan, legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single-family homes designed for families with children and free-standing patio/condominium homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first-floor area permitted on the second floor (if a second-floor option is chosen by the customer). The patio/condominium homes are designed for buyers seeking "first floor living" and typically appeal to the active adult consumer who desires community lifestyle services such as lawn/landscape maintenance and snow removal. Patio home lifestyle living is in high demand in the area as active adults continue to downsize but prefer to stay in their own community. The community is designed as an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living nearby. The style, size and types of conventional single-family homes are consistent with the adjacent

communities, but include updated home designs, features and enhanced values.

The site plan will activate and allow regional access to the Plum Run stream corridor by providing scenic overlooks as well as by locating the regional multi-use path within the property and near the stream.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards zoning text and the Subarea Map/Illustrative Plan(Exhibit C) shall apply to the 144.27 +/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code (the "Code"), including the Standard drawings and other policies shall only apply to the extent that this zoning text does not address such matters. Any deviations from the standards outlined in the text may be granted by City Council, through the development plan.
- b. This PUD-R development is divided into three Subareas A, B, and C with applicable standards for each described herein.
- c. All provisions of this text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection section or other provision is invalid or that the application of any part of the provision is invalid, the remaining provisions and the application of those provisions shall not be affected by that decision.
- d. Where there is or appears to be a conflict between the approved text and development plan, the more restrictive requirements shall apply. Where there is or appears to be a conflict between the text and the Code, the zoning text shall control.

IV. PERMITTED AND ACCESSORY USES

- a. The Communities at Plum Run PUD will be a residential neighborhood that shall contain detached single-family homes on public streets (Plum Run Ridge) and detached Patio/Condominium Homes (Plum Run Preserve) on private streets.
- b. A maximum number of detached single-family homes shall be permitted at three-hundred sixty (360) with lot standards and governed by regulations as further provided herein.
- c. Open spaces for the purpose of recreation, stormwater management and stream corridor protection zones, as estimated on plan exhibits and are to be confirmed with final engineering, surveying and construction plan review.

- d. Other permitted uses shall include entry features, site landscape fences or walls, signs, columns, related landscape lighting, multi-use paths and scenic overlooks to incorporate natural views, playground/tot lot, landscaping structures and benches to enhance open space, signage, trees and other plantings, protected natural areas of the stream corridor, model homes and related operations and other features incidental to detached single-family housing.
- e. Accessory uses shall be regulated in accordance with the Grove City Zoning Code.
- f. Model homes under City Code and with standards provided herein. Off- street parking for model homes may be permitted on one or more lots.
- g. Each home in Subareas A and B shall be on fee-simple platted lots. Homes in Subarea C are intended to be owned in a condominium form of ownership under ORC 5311.

V. GENERAL DEVELOPMENT STANDARDS

- a. Density. The density of the site shall not exceed Three Hundred Sixty (360) units, with a maximum gross density of +/-2.50 dwelling units per acre.
- b. Entryways. Landscaped entry features to the site will be located on London-Groveport Road (SR 665, two entrances for single family subareas) and Jackson Pike (SR 104) with lesser landscaping provided at Ravines End Drive and Ann Arundal Lane for the single-family Subareas A and B. . Separate entrances and entry features to the patio homes/condominium Subarea C from London-Groveport Road are also provided. The entrances shall incorporate design elements as depicted on exhibits and site plans and may include fencing, landscaping walls, signage, columns/piers, fountains, and related landscaping and lighting within open spaces. Entry signage is permitted at all entrances off Jackson Pike and London Groveport Road and shall meet signage requirements and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).
- c. Streets.
 - 1. All Public Streets shall be a minimum of 28 feet in width (as measured from face to face).
 - 2. All Private Streets shall be a minimum of 24 feet in width (as measured from face to face), owned and maintained by the Condominium or Homeowners Association. Private streets shall be permitted to deviate from the public roadway standards as part of the Final Development Plan for the patio/condominium subarea. Such deviations shall be approved as part of the

Final Development Plan.

3. The Developer shall work with the City staff to devise traffic calming measures and strategies to slow traffic on longer street runs, with special attention to Street A, from Jackson Pike and through Subarea A. Review of such traffic calming strategies shall be subject to the city's standards and may include the following: narrowing with mid-block curb "pinch points", especially at key pedestrian crossings, landscape street islands at key mid-street points, raised pavement at pedestrian or other street intersections, and striping techniques that create the driver perception of narrowing at the same pedestrian and street crossings.
- d. Sidewalks and Multi-Use Paths. Each street shall have a path and/or sidewalk on each side. An 8-foot-wide regional path shall be constructed and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community and to access the natural areas bordering Plum Run as depicted on the Final Development Plan. Final sidewalk and path locations shall be approved on the Final Development Plan with allowance for the balancing of aesthetics, construction feasibility, maintaining grade, topography and drainage, and/or existing vegetation.
- e. Open Space. Open space is estimated on plan exhibits and is subject to final engineering, surveying and construction plan review.
 1. Open space is to be reserved for passive activities, as well as recreation, and will include benches and other seating areas, along with connecting paths and sidewalk accesses as generally shown on the Final Development Plan.
 2. Open space calculations may vary from the calculations provided on Final Development Plan Exhibits based on minor site plan adjustments for final engineering, utility and other field location decisions as shown on the final engineering plan/plats provided such final open space calculations meet the requirements of Section 1101.09(b) and such adjustments are approved by the City.
 3. Open space, including stormwater ponds, structures, facilities and paths shall be owned and maintained by the owners' associations, unless otherwise agreed with the City under an approved Development Agreement or if approved by Council at the time of platting.
 4. The Plum Run stream corridor and associated floodplain shall be preserved and may contribute to the required open space per Section 1101.09(b) provided that the area is activated by a path system and scenic overlooks.
 - i. Open space amenities and specific open space acreages shall be depicted on the Final Development Plan as determined by final engineering. Open

space shall include Playgrounds and related facilities as depicted on plan exhibits and may also include elements such as bicycle racks and trash receptacles for the convenience of homeowners and guests.

- f. **Site Lighting.** Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Scioto Meadows. The Private Street lighting will be similar to the fixtures in the Public Street area but will be owned and maintained by the owners' association (or via a "lease lighting" program entered into by the condominium association and the local utility provider, e.g., AEP). Street intersections shall be lighted with more limited lighting and spacing of lights on streets away from intersections.

- g. **Fencing.**

- 1. Site landscape fencing ("off-lot") as depicted in plan exhibits, may be located at entry features and within perimeter setback areas along Jackson Pike and London Groveport Road and is to be white three-rail of a white vinyl, composite or weather resistant material.
- 2. All "on-lot" fencing shall not exceed the following heights: unless otherwise specified: 48" for yard fences. 72" for privacy fences around patios, hot tubs, etc.
- 3. In addition to the standards set forth in this text, all on-lot fence heights and styles are subject to written approval of the owners' association prior to installation.
- 4. Pool fencing shall be as required by applicable governmental rules and regulations and owners' association documents.
- 5. Yard fencing may be permitted within subareas A and B, **Single Family** homes under the following standards:
 - i. All fences must be located on a property owner's property line(s) or setback a minimum of twenty-four inches (24") from the property line. Placement of a fence on the property line constitutes the acknowledgement of the property owner that a fence on a neighboring property may be erected to "tie-in" to such fence so that duplicate, parallel fences on adjacent properties can be avoided.
 - ii. No fence may be erected within four feet (4') of an existing fence on an adjacent property except where such fences "come together" to form a connection point of such fences.
 - iii. If the erection of an approved fence would result in the creation of an area

on a property owner's lot that cannot be accessed for maintenance purposes other than from an adjacent owner's property, a gate must be erected in such fence so that the property owner can maintain his/her entire lot without trespassing/entering upon such neighbor's property.

- iv. No fence may be erected closer to any street than the platted building setback line relative to such street. In the case of corner lots, the setbacks from BOTH streets shall apply.
 - v. Fences may not be erected to "clip a corner" or otherwise "box out" utility junction boxes that are located on the lot on which the fence is being erected. An Application that has been "Conditionally Approved" and which shows a fence alignment that results in such utility junction boxes being 'outside' of the fenced area of the yard are understood to require a change in alignment, such that the proposed fence follows property lines around the utility junction boxes, or runs parallel to property lines and is adequately set back from property lines to meet all of the foregoing requirements (including the requirement for one or more gates, if appropriate).
 - vi. All fences must be installed 'beauty-side out,' with all structural members (stringers) located on the side of the fence visible from the enclosed part(s) of the lot.
 - vii. Fences are required to comply with any and all height limitations established in City Code or community deed restrictions, whichever is more stringent.
 - viii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same subdivision.
 - ix. Fences intended to enclose the rear yard of a Lot ("Rear-Yard Fencing") shall adhere to the style of fence as depicted on Exhibit F-1 attached hereto or substantially similar to style depicted in Exhibit F-1.
6. Yard fencing may be permitted within Subarea C **Patio Homes** under the following standards:
- i. Fences are required to comply with any and all height limitations

established in City Code or the applicable deed restrictions, whichever limitations are stringent.

- ii. Fences must be erected along straight lines at consistent heights so as to provide a clean, professionally installed appearance; and all fence approvals are conditioned upon the duty of the property owner at all times to maintain the condition and appearance of the fence in good condition, including replacement of damaged, broken or missing fence boards, and painting/staining as appropriate from time-to-time (including gate hardware visible from the outside of the fenced yard). The 'standard' for fence maintenance and appearance is the general appearance of other fences and improvements within the same condominium.
7. Patio privacy fencing may be permitted with subarea C Patio Homes under the following standards:
- i. Privacy screening fences may not fully enclose a lot or patio. The privacy screening fence is only to be installed adjacent to patios and shall only be located along one side of any patio.
 - ii. Privacy screening is not to exceed 6' in height and should not extend longer than 20' beyond the depth of the structure.
 - iii. Unless otherwise permitted by the Design Review Board as established by the owners' association documents, the privacy screening is to be white vinyl with an open lattice style top as generally depicted on Exhibit "F-2".
- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual, unless otherwise permitted by this text.
- i. Landscaping, Screening, and Tree Preservation.
- 1. Screening of Service Structures
 - a. Service structures shall be screened per Code (Section 1136.08).
 - 2. Unit Trees
 - a. There shall be three (3) trees planted per single-family residence.
 - b. Trees may be small, medium or large species and shall be a minimum of two (2) inches in caliper at installation or a minimum of six (6) feet in height, if evergreen.
 - c. Multi-stem and evergreen trees are permitted to account for trees required

for Subarea C.

- d. Trees shall be arranged within the front, side or rear yard areas with emphasis on the front facades in all Subareas. In addition, trees required for Subarea C may be located within any open space or setback area of any Subarea.
- e. In the case that trees die, trees shall be re-installed by the developer or the HOA per the final development plan.

3. Foundation Plantings

- a. A minimum of one-third ($1/3$) of the façade, or facades in the case of corner lots, fronting the public or private street shall be landscaped adjacent to the foundation with a minimum of five (5) shrubs, ground cover or ornamental plantings.
- b. The average height of foundation plantings at installation shall be twenty-four (24) inches minimum.

4. Perimeter Landscape Treatment

- a. A landscape treatment shall be provided in the open space reserve areas between residential lots and London-Groveport Road (SR 665) and Jackson Pike (SR 104) as detailed in the Final Development Plan, including the following:
 - i. Mounding shall vary in height and slope to create a rolling, natural appearance. Mound heights may range up to eight (8) feet, with average heights ranging from four (4) to six (6) feet. Slopes may range from 3:1 to 10:1. Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
 - ii. Plantings at a rate of seven (7) evergreen trees, two (2) large deciduous trees and one (1) ornamental tree per one hundred (100) linear feet of lot perimeter.
 - iii. Evergreen trees shall be installed at a minimum height of six (6) feet. Deciduous trees shall be installed at a minimum caliper of two and one-half ($2\frac{1}{2}$) inches.
 - iv. Ornamental trees shall be installed at a minimum height of seven (7) feet, and shall be a minimum of 1.75" caliper at time of installation.

5. Street Trees

- a. Street trees shall be located along all streets within the Communities at Plum Run development and be spaced per chapter 1136.09(b) of City code. Street trees shall be owned and maintained by the Homeowners/Condominium Association, unless located on owner's lots. If trees die, street trees shall be replaced by the Homeowners/Condominium Association.
- b. Street trees shall vary in species to prevent a monoculture so long as they are in accordance with the City's planting list as approved by the City's Urban Forester. Invasive plant species - as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged. The amount and type of trees shall be approved by the City's Urban Forester.
- c. At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.
- d. The minimum distance between the tree and the back of the street curb shall be two and one-half feet (2-1/2'). In the areas where a sidewalk exists or is proposed, the minimum distance between the tree trunk and both the edge of the street and the sidewalk shall be two feet.
- e. The minimum trunk caliper measured at six inches above the root ball for all street trees shall be no less than two (2) inches.

6. Retention Area Planting

- a. There shall be one (1) tree planted on site for every fifty (50) lineal feet of retention area perimeter. Required trees are not required to be evenly spaced around the perimeter and can be grouped within the reserve containing the retention area provided that design meets the overall design intent of planting requirements and appropriate character for the development.
- b. Retention areas may be planted to provide natural character in areas adjacent to the Plum Run stream corridor in order to maintain and enhance the native character.
- c. Jute matting is permitted as an option for shoreline protection.

7. Preservation of Trees and Wooded Areas

- a. A 'No Disturb Zone' shall be placed on lots over the twenty (20) feet adjacent to the existing Scioto Meadows subdivision. No building or

storage shall be placed and no removal of plantings of any kind shall be permitted, but the clearing of plant material that is dead, dying or posing a hazard or threat may be allowed as determined by the Urban Forester for The City of Grove City. Any portion of those areas designated as a tree preservation zone which do not contain trees or existing vegetation other than grass shall be maintained per the Grove City Property Maintenance Code. Alteration of grade is prohibited, except as approved by the City of Grove City, for utility placement, rear yard storm sewers or structures, path or street placement and in keeping with positive drainage practices and subdivision grading requirements.

- b. Existing healthy trees with a minimum of 4" diameter as measured at DBH within the 100-year floodplain or Stream Corridor Protection Zone of Plum Run shall be preserved with the exception of the need for utilities, pedestrian path, scenic overlooks, accesses and/or road crossings. Ash Trees shall be removed as directed by the City's Urban Forester.

8. Grass and Groundcover

- a. Any open space along a prominent corridor, such as Jackson Pike and London Groveport Road, shall be maintained as turf grass established by seed. Sod installations and irrigation systems shall be utilized at entries from Jackson Pike and London Groveport Road where such entries include added planting and landscape features as depicted on final development plans.
- b. Other areas of the Development not covered by landscaping shall be planted per Code (Section 1136.11).

j. Parking.

- 1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached garage of each home and two spaces in each driveway.
- 2. On-Street parking will be restricted to one side of the street on public streets (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the fire department or public service. On-Street parking shall be prohibited on private streets within Subarea C that are less than 28 feet in width. Parking on one side of the street opposite hydrants shall be allowed in Subarea C where streets are wider than 28 feet.
- 3. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.

k. Signage.

1. Project signage including temporary signage, model home signage, and marketing signage is permitted under this PUD and shall comply with City Code standards, unless otherwise defined/requested with Final Development Plans. Any additional signage not approved with the Final Development Plan proposed on site shall meet code requirements and shall be approved by sign permit.

l. Utilities. All new utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities.

m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.

n. Mailboxes and locations shall meet standard postal service requirements.

1. CBUs shall be located in appropriate areas as depicted on site plans, and/or as determined by the USPS and City during the site construction process.
2. All mailboxes or CBUs shall have a uniform and consistent design. These fixtures shall be decorative in appearance and shall match the quality and theme of other site fixtures within the community.
3. Landscaping shall be installed around CBUs as permitted by the USPS.

o. Playgrounds are as depicted and located on site plan exhibits.

VI. LOT STANDARDS AND AREA REQUIREMENTS

a. Subarea Standards

Sub-Area	Min. Lot Width*	Ranch / One-Story	1-1/2 & Two-Story	Sample Home Types Anticipated for Each Subarea***
A	70'	2,200	2,400	Greenfield, Hilltop, Riverton, Westchester, Allison II
B	70'	1,600	2,200	Greenfield, Hilltop, Riverton, Westchester, Allison 11, Newberry, Linwood, Mercer, Continental, Prosperity, Mystique
C	52'	1,300		Trailblazer, Discover, Blue Rock, Passport

*Minimum lot widths shall be measured at the building line.

**A minimum of 7% of the lots in the single-family subareas shall accommodate side-

loaded garages.

***The sample home types are provided for illustration and are not the only models to be built. Other models, home elevations, and house plans are approvable subject to Section VIII of this text.

- b. The following standards shall apply to the Subareas A and B single family lots, known as Plum Run Ridge.

Min. Lot size.....	8,400 sf Sub. A and B
Max. building coverage	35%
Max. height	35'
Min. parking	4 spaces, including garages
Min. side yard setback	7.0'
Min. side yard setback adjacent R.O.W.	20'
Min. front yard setback	30' (Subarea A)
Min. front yard setback	25' (Subarea B)
Min. rear yard setback.....	20'

- c. The following standards shall apply to the Subarea C Patio/Condo Homes, known as Plum Run Preserve.

Setback - SR 665 (Existing R/W)	50' Building and Pavement
Setback (Perimeter)	25'
Max. building coverage	25%
Max. height	35'
Min. parking	4 spaces, including garages
Min. setback between units	10' total
Min. building setback from curb.....	6'
Min. building setback from sidewalk	4'
Min. rear yard areas	per plan details (+/-25')
Min. square footage	1,200 sf one and two story*

*Patio/condo homes shall include a minimum of two bedrooms on the first floor and no more than 50% of the first floor area shall be permitted on the second floor, where a second floor option is provided for.

VII. BUILDING MATERIALS AND ARCHITECTURE

The architectural character of the homes shall comply with the standards outlined in this text and provide the general character shown in the exhibits entitled ***Pulte Homes Architecture Portfolio prepared for the Communities at Plum Run*** submitted with this application and differentiated per subarea. Final building elevations shall be approved with building permits. Plans and/or elevations in addition to those submitted with this text, and after Final Development Plan approval may be also be approved with such approvals not to be unreasonably withheld, to allow for alterations based on changes in market demand and customer preferences and selections over time, so long as they are consistent with the quality, character

and proportions of the building elevations as submitted with this text and subject to the following standards being met:

- a. Permitted Materials. The exterior of the buildings shall be restricted to the following materials and architectural elements listed below. The primary materials and details used on front elevations of homes shall be carried through to and utilized on all other elevations of the home in a manner that creates continuity, cohesive design and balance among all facades. Primary exterior materials shall be:
 1. LP Smart Side and Trim or an equivalent siding product
 2. Fiber cement siding such as Hardie Plank TM
 3. Aluminum or vinyl soffits and fascia
 4. Stone, cultured stone
 5. Brick, brick veneer
 6. Single or double hung low-e vinyl windows
 7. Dimensional architectural shingles
 8. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
 9. Wood
- b. Masonry Requirements: Front – All front elevations are to include not less than 25% brick, brick veneer, stone or cultured stone, exclusive of windows, door openings and garage doors. Homes may be permitted without the requirement of 25% masonry on the front elevation provided they are compatible with or complementary to the built environment, include appropriate massing, are traditional in character and design and include a minimum of two architectural elements from the following list; window mullions, window trim wrap, bay window or bay elements, vertical board and batten or shake style siding elements (provided such elements are compatible with the design, style, and character of the home and subject elevation), shutters, or decorative louvers of at least 3 sq. ft.
- c. Trim Requirements: Sides and Rear Windows/Doors – 3 ½” actual minimum trim required, but not if window is bordered by masonry or includes shutters. Trim material for windows front, sides and rear maybe vinyl.
- d. Major roof elements shall have a minimum 6:12 pitch. Secondary or accent roofs may have 3:12 pitch. Roof materials shall be of a medium or dark color.
- e. Garage doors shall be paneled and of one color and material (windows shall be allowed if consistent with architectural character and theme).
- f. Overhangs and Eaves: Required 8” minimum from outside walls.
- g. Exterior Colors

1. Siding colors. Natural earth tones and/or warm neutral colors, including white. High-Chroma colors are not permitted
 2. Trim colors. Natural earth tones and/or warm neutral colors, including white. Complementary or contrasting siding color. High- Chroma colors are not permitted.
 3. Roof Colors. Shingle colors shall be from the color range of natural materials, such as, but not limited to wood shakes, slate, etc.
- h. Basements. All homes in Subarea A shall have partial or full basements, soil conditions permitting.
- i. Garages and driveways. All homes shall have an attached, minimum two-car garage. Garage door openings shall not exceed 45% of the width of the house façade for a two-car garage or 50% of the width of the house façade for a three-car garage, including the garage.
- j. All elevations of the homes shall be articulated in a manner as to represent a similar character on all facades.
- k. Diversity. The same home design with the same front elevation shall not be constructed on lots that are adjacent to or directly across the street from one another. A lot shall be deemed to be directly across the street from any other lot that is located in whole or in part between two imaginary straight-line extensions of the side lot lines for the first lot which extend to the opposite site of the public right-of-way on which the first lot has frontage, as illustrated on and subject to the conditions noted on the Attachment "A" ***Pulte Homes Façade Diversity Standard Exhibit***. On corner lots, the diversity requirement shall be applied to the street on which the home's front façade is located. Houses with the same footprint may be allowed within the distance and parameters described above provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of front porch, etc. The Development Department shall have the final approval as to whether a change is "substantial."
- l. Accessory Structures. No detached garages, sheds or other accessory structures shall be permitted.
- m. All exposed courses of foundations of all homes shall comply with chapter 1135.10 (E) of City Code.
- n. Deviations to these standards shall be approved by City Council with the Development Plan.

- o. Four-Sided Architecture – the following elements and details shall be considered “design elements” for creating the standards for four-sided architecture. All homes shall have at least one element on each elevation, no blank facades shall be permitted.
 - 1. Doors
 - 2. Porches
 - 3. A window or grouping of windows at least 6 sq. ft.
 - 4. Window mullions
 - 5. Window trim wrap
 - 6. Faux shutters
 - 7. Dormers (active and inactive)
 - 8. Bay window or bay elements
 - 9. Chimney
 - 10. Water table
 - 11. Decorative louvers of at least 3 sq. ft.
 - 12. Other design elements and materials used as accents, including but not limited to accent siding, band boards, brackets, corbels, and/or decorated A-frames; subject to approval of the Development Department.
- p. High Impact and Special Treatment Areas; (See plan exhibit of the same title.)
 - 1. “*High Impact Areas*” – High Impact Area lots are shown on plan exhibits. In such areas, where the front or side elevations of homes are exposed to the adjacent roadways a minimum of two of the design elements from the list under (n) shall be included on each such elevation.
 - 2. “*Special Treatment Areas*” – Mounding and/or landscape screening, consisting of 7 evergreen trees (minimum height of 6 feet at install), 2 deciduous trees (minimum 2 1/2" caliper at install) and 1 ornamental trees (minimum height of 7 feet at install) per 100 linear feet shall be installed in the open space areas adjacent to the sides and rears of homes backing to the Special Treatment Areas as depicted on the plan exhibits. Homes shall include four-sided architectural features as defined in (n).

VIII. PHASING

The property will be developed in phases as depicted on the Final Development Plan, subject to minor revisions necessitated by final engineering and design details.

IX. MODEL HOMES

- a. Model homes shall be permitted under City Code standards and regulations and the following additional standards shall apply:

1. Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sale of new homes.
2. Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.
3. Model home parking may be established on lots adjacent to model homes for safety and convenience during the sales process.

X. HOMEOWNERS ASSOCIATION AND PATIO/CONDOMINIUM OWNERS ASSOCIATION

- a. Prior to occupancy by any residents in single-family subareas, the developer will establish a private, forced and funded homeowners' association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway, required tree installations and all open spaces after the development period and turnover date. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.
- b. Prior to the occupancy by any residents in the patio/condominium subarea the developer will establish a Patio/Condominium Owners' Association. (COA) Control of the association shall be turned over to the residents according to Ohio Law. The Patio/Condominium homeowners will be a member of a Condominium Association for maintenance of the open spaces, required tree installations and the entryway after the development period and turnover date. The Patio/Condominium Owners' Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the COA declaration prepared and recorded by the developer prior to occupancy.

**EXHIBIT - NO DISTURB ZONES,
HIGH IMPACT AREAS, AND
SPECIAL TREATMENT AREAS**

LEGEND

- 20 NO DISTURB AREA
- HIGH IMPACT LOTS
- SPECIAL TREATMENT AREAS



**REZONING
THE COMMUNITIES AT PLUM RUN**
Grove City, OH
May 5, 2022

EXHIBIT F-2

Received By:
Groves City Development
8/29/22

Black wrought iron or aluminum:



White vinyl with open lattice style top:

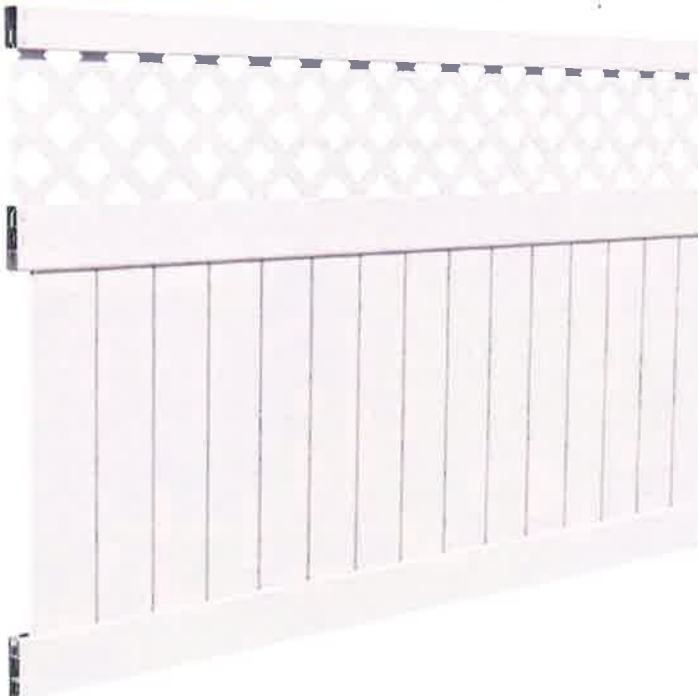


EXHIBIT F-1

Received By:
Grove City Development
8/29/22

Approved Rear-Yard Fencing:

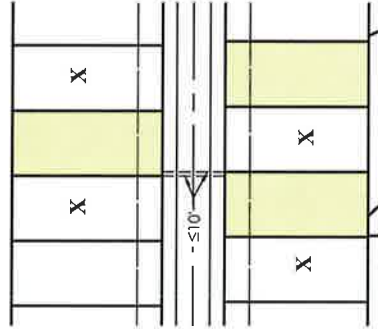
Black wrought iron or aluminum fence style shall adhere to the example below:



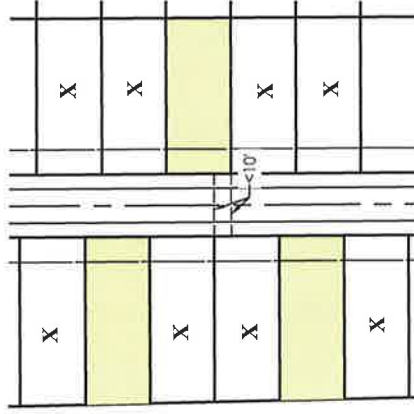
PULTE HOMES FACADE DIVERSITY STANDARD EXHIBIT

Submitted By:
Glen's City Improvement
9/2/22

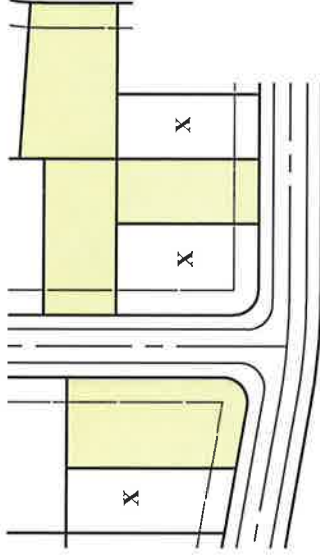
Condition 1
Front to Front
(Lot Offset $\leq 10'$)



Condition 2
Front to Front
(Lot Offset $> 10'$)



Condition 3
(Lot Separated by Street)



LEGEND:



Subject Facade

X Prohibited Same Home Design
with the Same Front Elevation
as Subject Facade

Image not for
distribution or reproduction
without
written
permission

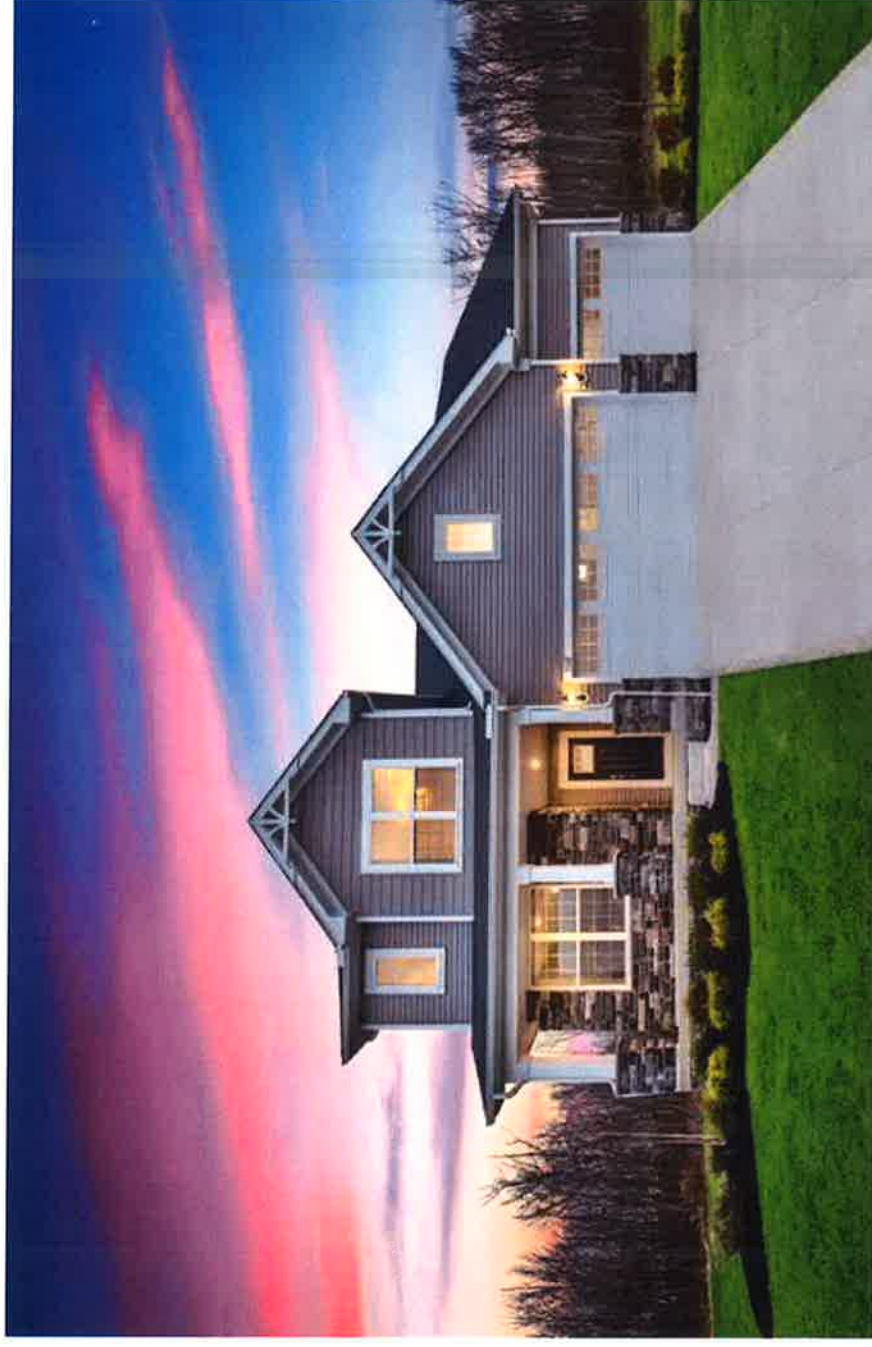


PLUM RUN COMMUNITIES

GROVE CITY, OHIO

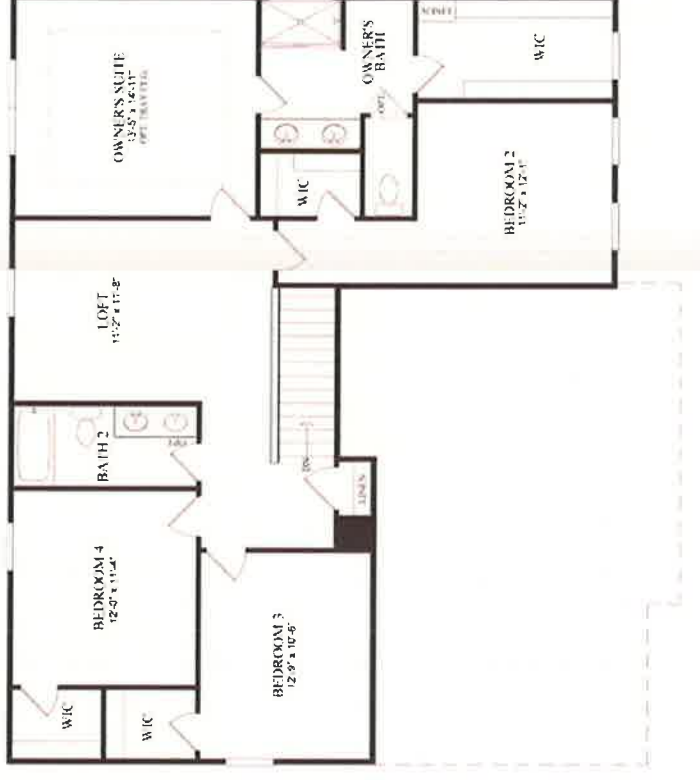
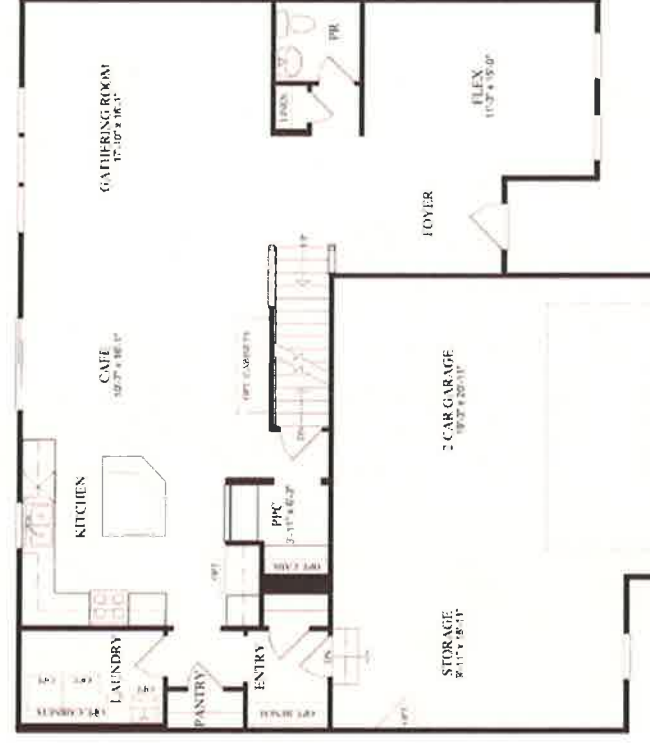
YOUR PLUM RUN RIDGE HOME, GREENFIELD

Greenfield
2,609+ Sq./Ft.
4 Bed, 2.5 Bath



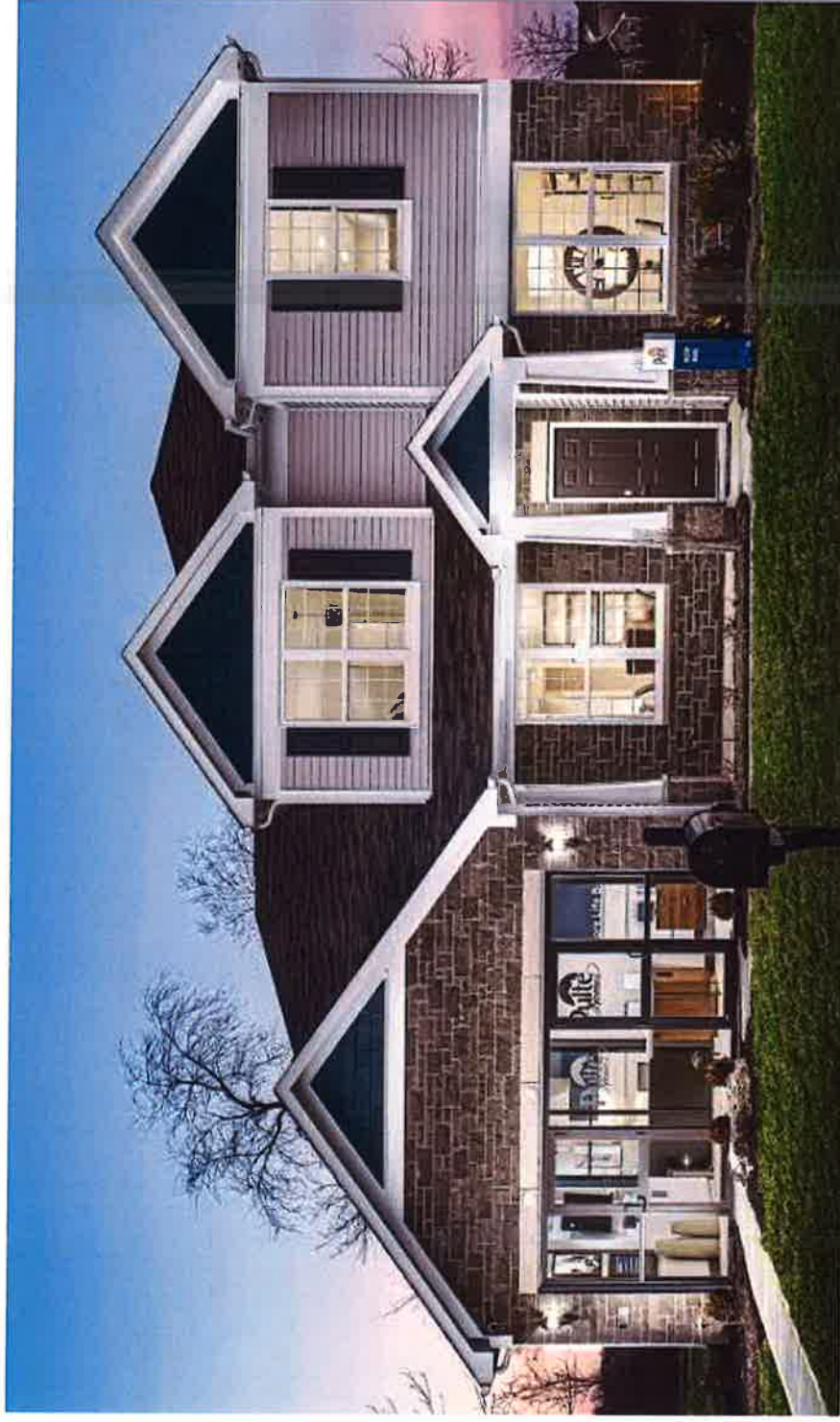
YOUR PLUM RUN RIDGE HOME, GREENFIELD

Greenfield
2,609+ Sq./Ft.
4 Bed, 2.5 Bath



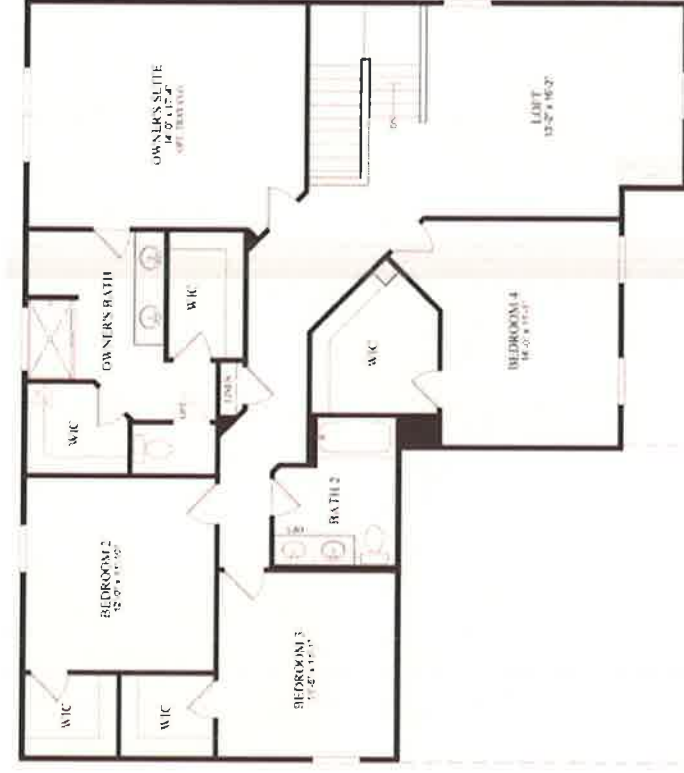
YOUR PLUM RUN RIDGE HOME, HILLTOP

Hilltop
2,889+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, HILLTOP

Hilltop
2,889+ Sq./Ft.
4 Bed, 2.5 Bath



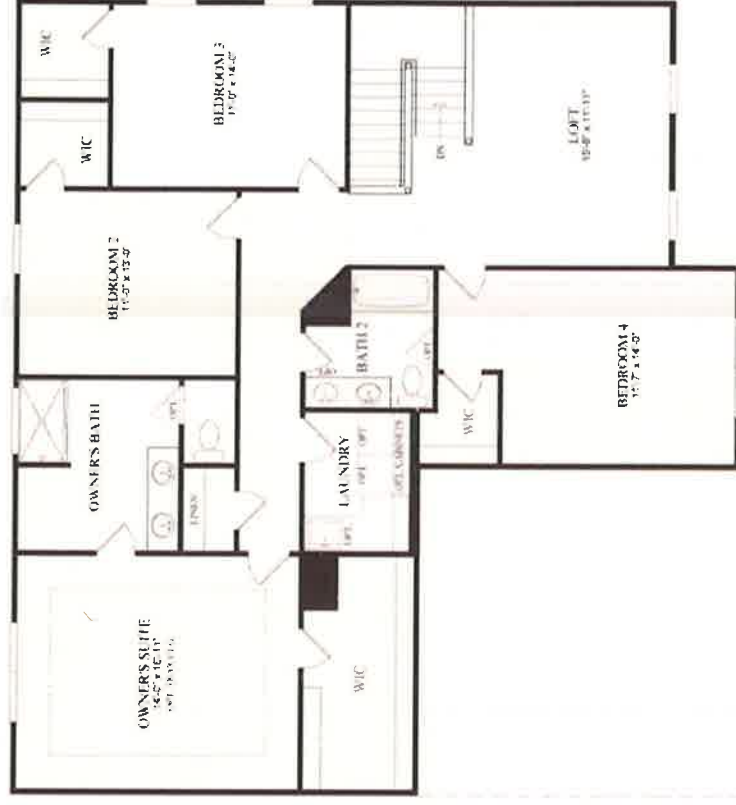
YOUR PLUM RUN RIDGE HOME, RIVERTON

Riverton
3,126+ Sq./Ft.
4 Bed, 2.5 Bath



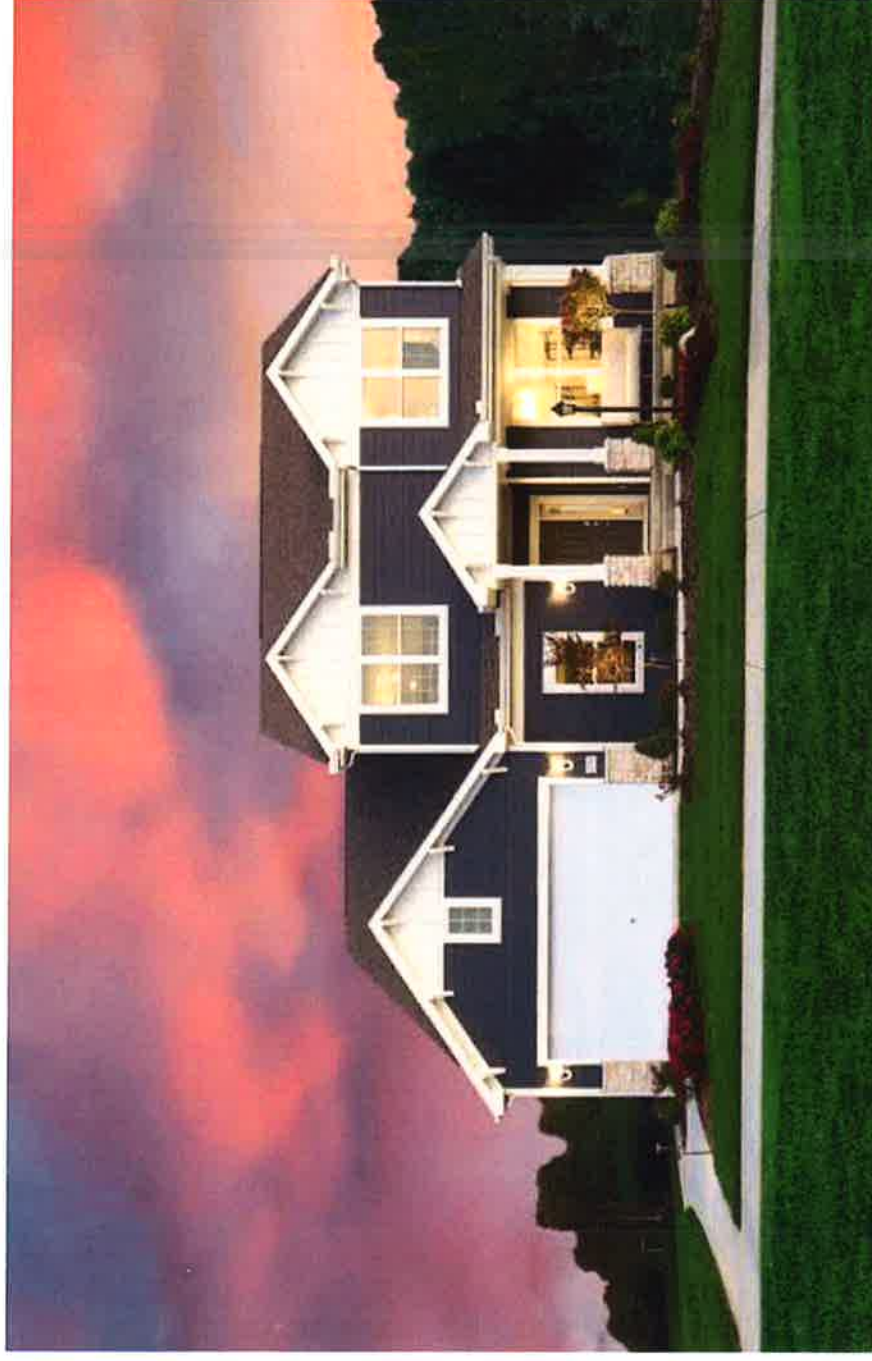
YOUR PLUM RUN RIDGE HOME, RIVERTON

Riverton
3,126+ Sq./Ft.
4 Bed, 2.5 Bath



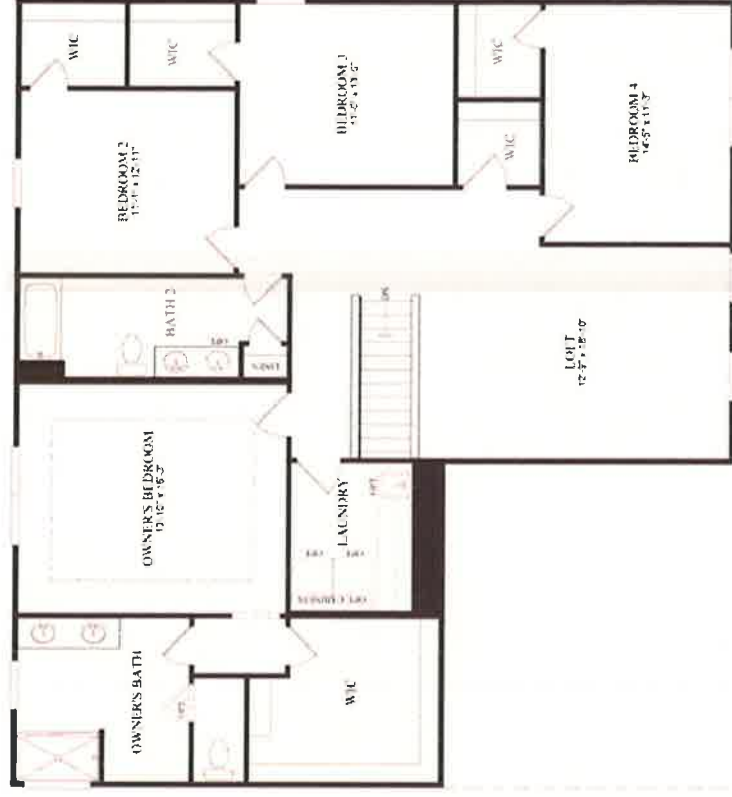
YOUR PLUM RUN RIDGE HOME, WESTCHESTER

Westchester
3,300+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, WESTCHESTER

Westchester
3,300+ Sq./Ft.
4 Bed, 2.5 Bath



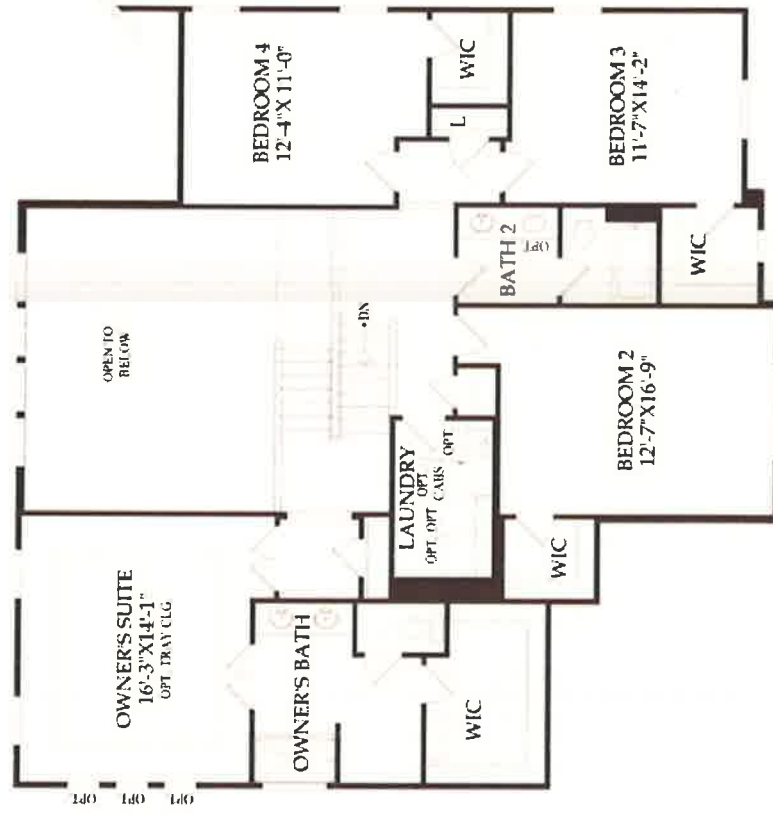
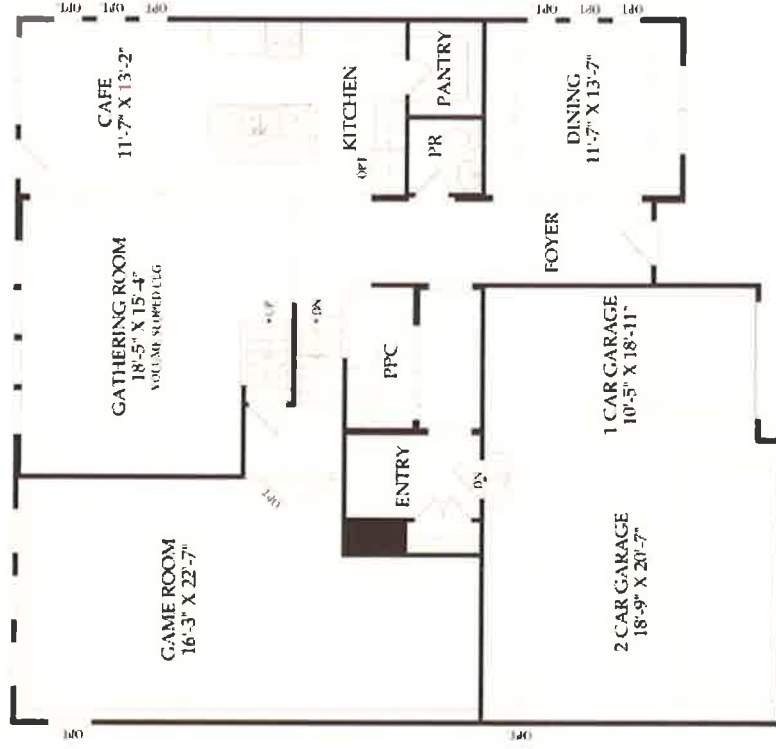
YOUR PLUM RUN RIDGE HOME, ALLISON

Allison
3,337+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, ALLISON

Allison
3,337+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, NEWBERRY

Newberry

2,376+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, NEWBERRY

Newberry
2,376+ Sq./Ft.
4 Bed, 2.5 Bath



First Floor



Second Floor

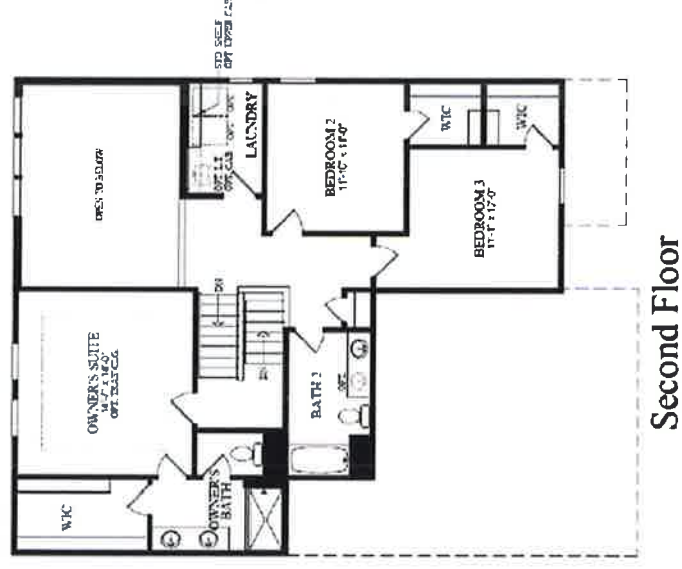
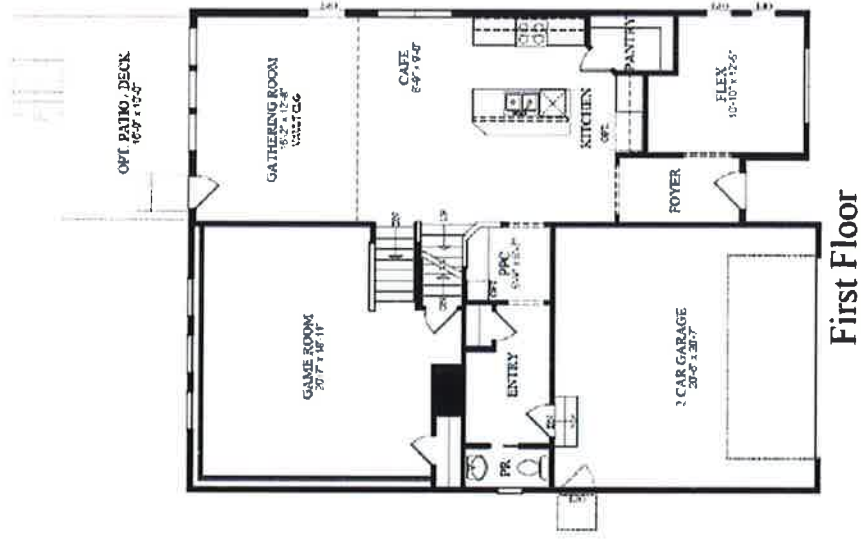
YOUR PLUM RUN RIDGE HOME, LINWOOD

Linwood
2,456+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RIDGE RUN HOME, LINWOOD

Linwood
2,456+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, MERCER

Mercer
2,605+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, MERCER

Mercer
2,605+ Sq./Ft.
4 Bed, 2.5 Bath



Second Floor

YOUR PLUM RUN RIDGE HOME, CONTINENTAL

Continental
2,873+ Sq./Ft.
4 Bed, 2.5 Bath



YOUR PLUM RUN RIDGE HOME, CONTINENTAL

Continental
2,873+ Sq./Ft.
4 Bed, 2.5 Bath



First Floor



Second Floor

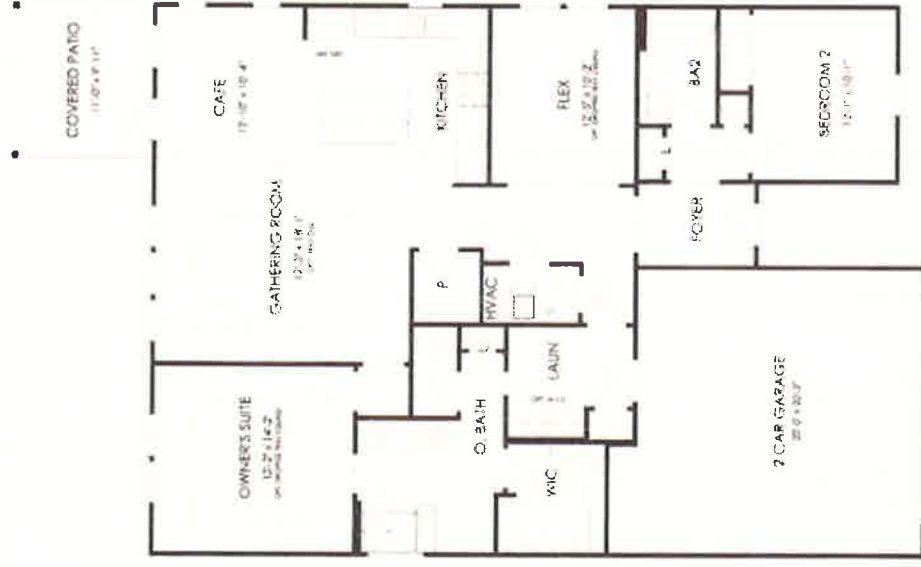
YOUR PLUM RUN RIDGE HOME, PROSPERITY

Prosperity
1,646+ Sq./Ft.
2 Bed, 2 Bath



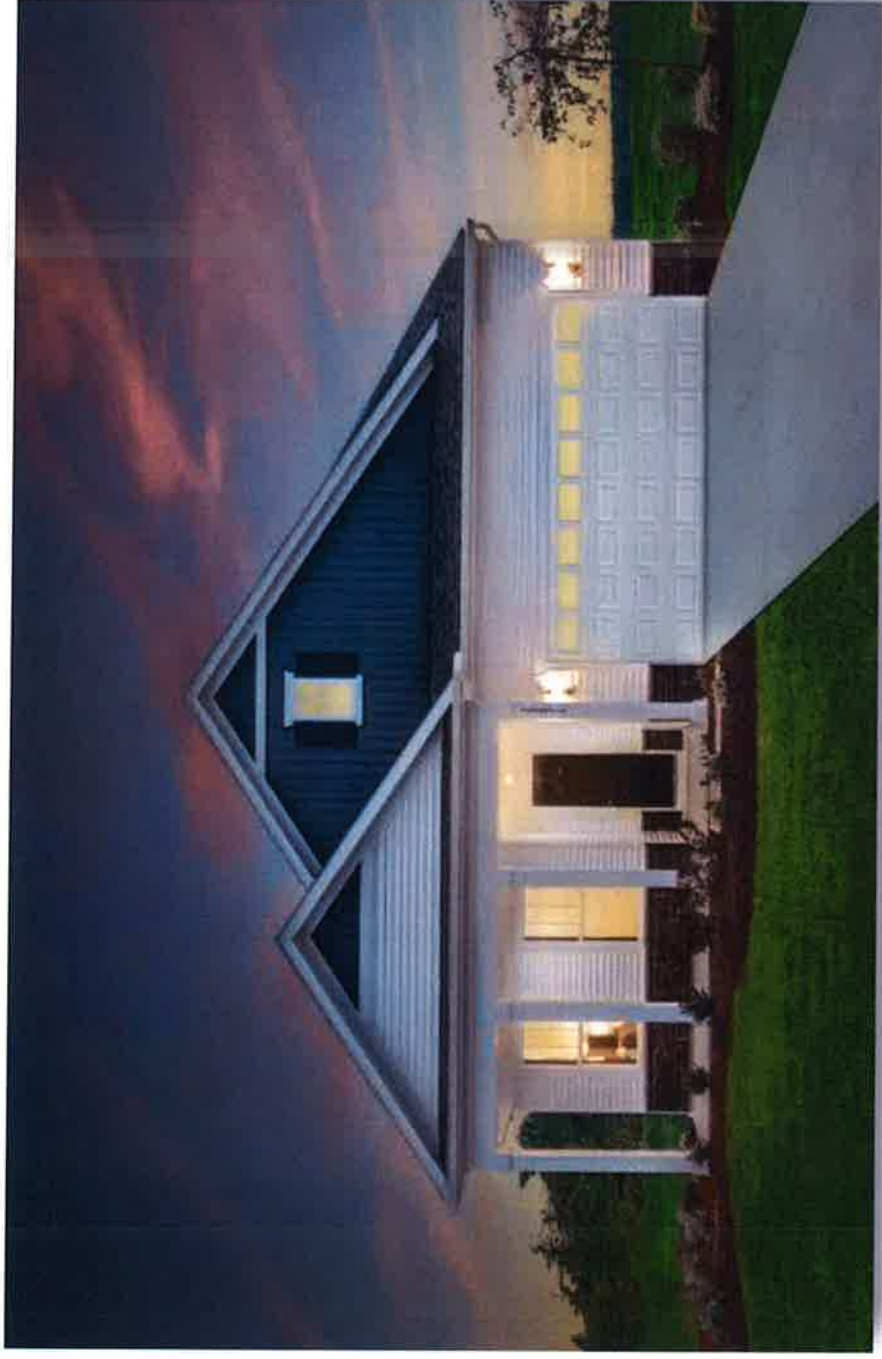
YOUR PLUM RUN RIDGE HOME, PROSPERITY

Prosperity
1,646+ Sq./Ft.
2 Bed, 2 Bath



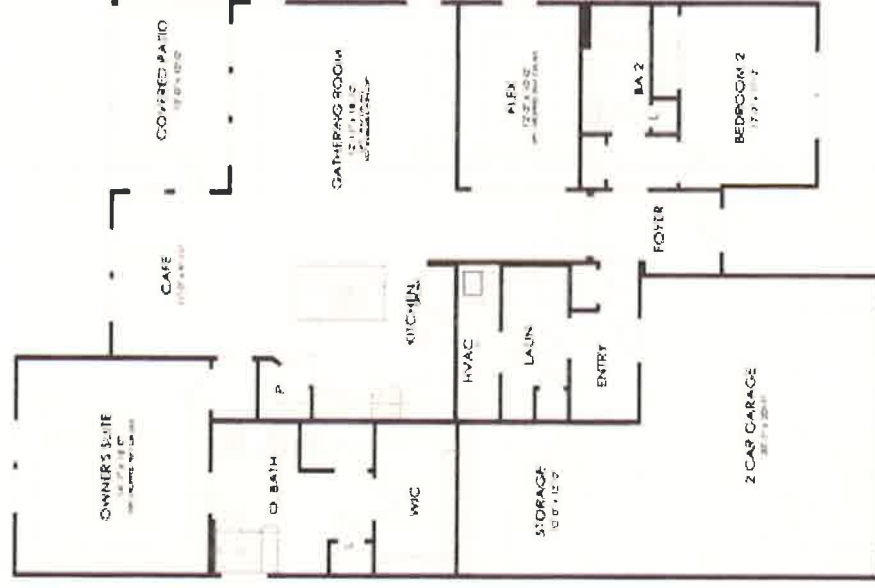
YOUR PLUM RUN RIDGE HOME, MYSTIQUE

Mystique
1,841+ Sq./Ft.
2 Bed, 2 Bath



YOUR PLUM RUN RIDGE HOME, MYSTIQUE

Mystique
1,841+ Sq./Ft.
2 Bed, 2 Bath



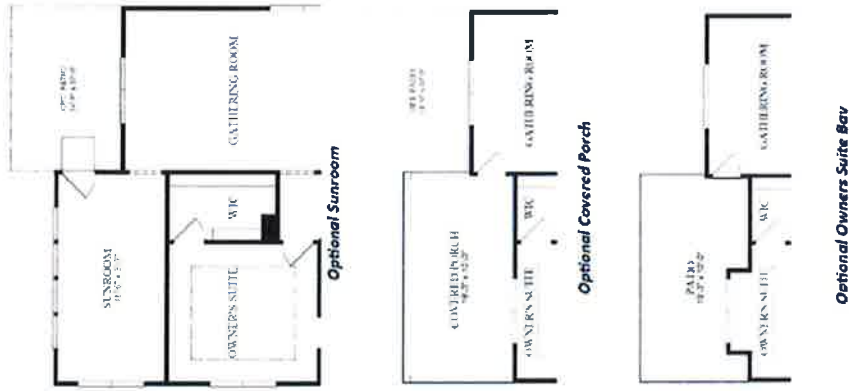
YOUR PLUM RUN PRESERVE HOME, DISCOVER

Discover
1,386+ Sq./Ft.
2 Bed, 2 Bath

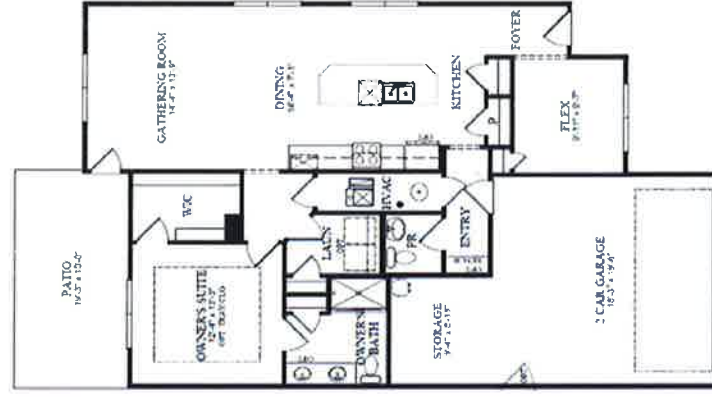


YOUR PLUM RUN PRESERVE HOME, DISCOVER

Discover
1,386+ Sq./Ft.
2 Bed, 2 Bath



Floor plans



First Floor



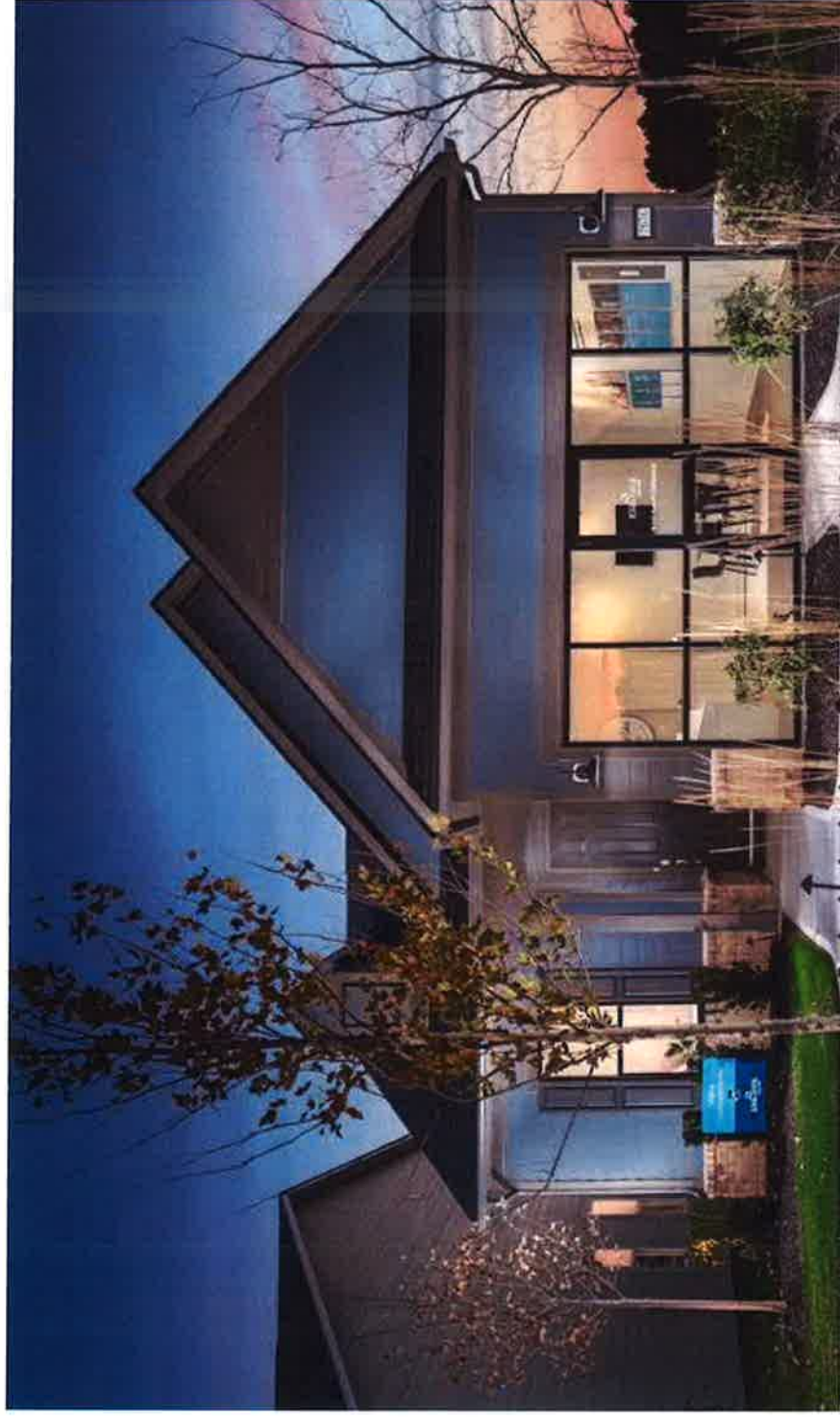
Optional Second Floor



Optional loft

YOUR PLUM RUN PRESERVE HOME, BLUE ROCK

Blue Rock
1,489+ Sq./Ft.
2 Bed, 2 Bath

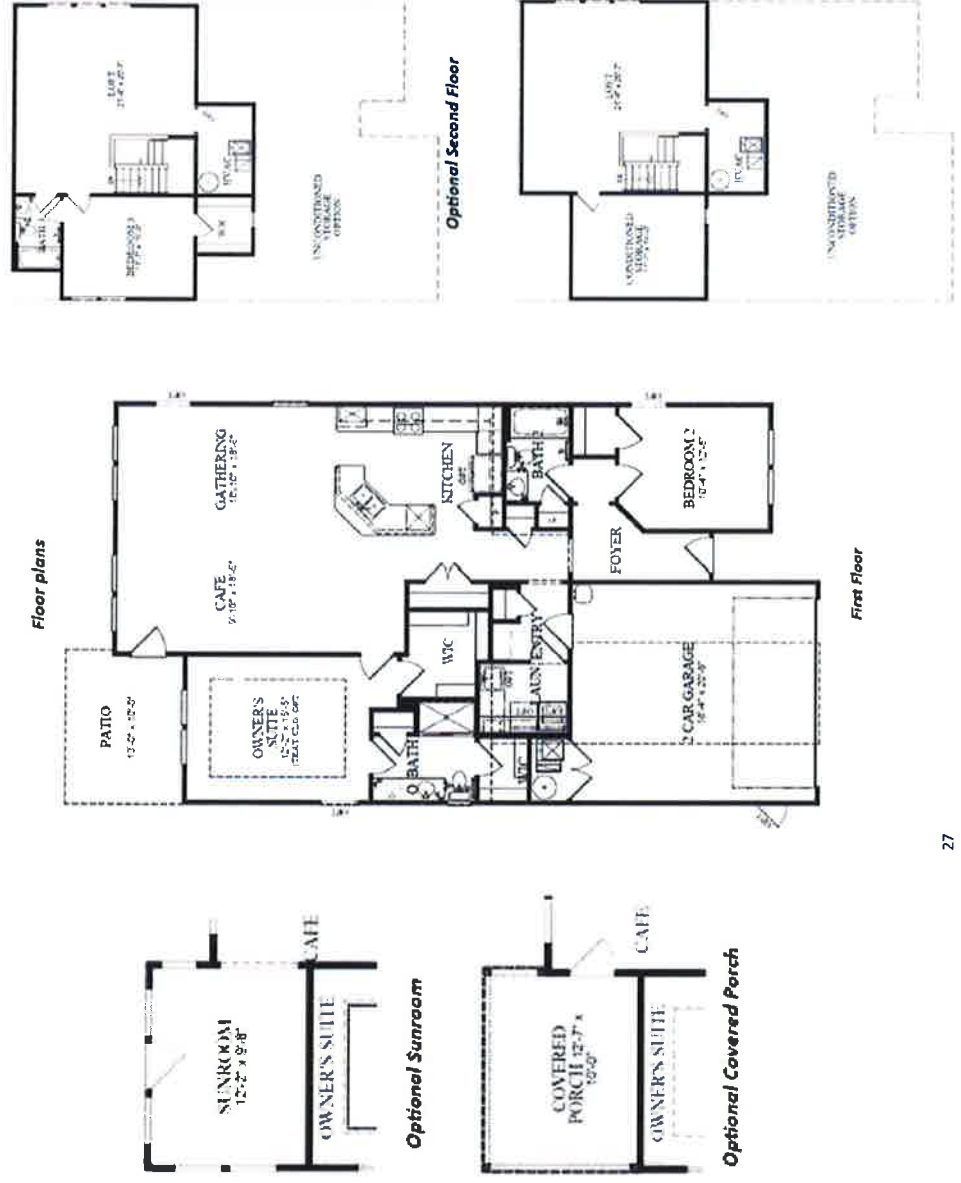


YOUR PLUM RUN PRESERVE HOME, BLUE ROCK

Blue Rock

1,489+ Sq./Ft.
2 Bed, 2 Bath

1,489+ Sq./Ft.
2 Bed, 2 Bath



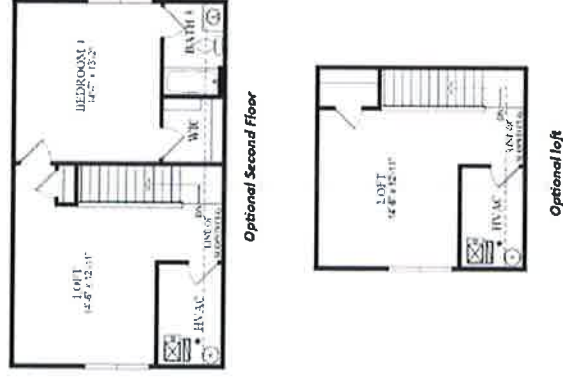
YOUR PLUM RUN PRESERVE HOME, PASSPORT

Passport
1,503+ Sq./Ft.
2 Bed, 2 Bath



Passport
1,503+ Sq./Ft.
2 Bed, 2 Bath

29



YOUR PLUM RUN PRESERVE HOME, TRAILBLAZER

Trailblazer
1,222+ Sq./Ft.
2 Bed, 2 Bath



DEVELOPMENT DATA

Gross Area:	+/- 144.27	Residential - Detached Single-Family Dwellings
Permitted Uses:		Residential - Detached Patio/Condominium Dwellings
		Parks and Open Space
Total Units:		360
Subarea A (Single-Family 70):		28
Subarea B (Single-Family 70):		238
Subarea C (Patio Homes):		94
Gross Density:	2.49 D.U./AC	
Open Space Required**:	+/-19.66 AC.	
Open Space Provided**:	+/-21.31 AC.	
Other Green Space Provided***:	+/-27.14 AC.	
Total Open and Green Space Provided:	+/-48.45 AC.	

*Calculated per 1101.09(b)(2)(B)
 **Areas designated to meet 1101.09(b)(1)
 ***Areas provided for additional public benefit beyond minimum standards



Date: 09/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor:
Emergency: 30 Days:
Current Expense:

No.: CR-55-22
1st Reading: 09/19/22
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-55-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR HICKORY CREEK LOCATED NORTH OF ORDERS ROAD AND WEST OF SOUTHERN GROVE DRIVE

WHEREAS, on September 06, 2022, the Planning Commission recommended approval of the Development Plan for Hickory Creek with the following stipulation:

1. The applicant shall participate in the cost improvements to Orders Road and waterline extension, to be installed as a future City project. The specific contribution amount to be determined through further discussion between the Applicant and the City.

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 Hickory Creek located North of Orders Rd. and West of Southern Grove Drive, contingent upon the stipulation 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.

Ted A. Berry, 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.

Date: 09/12/22
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: CR-56-22
1st Reading: 09/19/22
Public Notice: _____
2nd Reading: Postponement requested
Passed: _____ Rejected: to 11-07-22
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-56-22

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR COMMUNITIES AT PLUM RUN LOCATED NORTH OF S.R. 665 AND EAST OF S.R. 104

WHEREAS, on September 06, 2022, the Planning Commission recommended approval of the Development Plan for Communities at Plum Run with the following stipulation:

1. Mounding, 3 to 4 feet in height, shall be installed along the east property line of Subarea C, where adjacent to 790 London-Groveport Road. The mounding shall include one row of evergreen trees planted along the top and one row between the mounding and the property line.

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 Communities at Plum Run located North of S.R. 665 and East of S.R. 104, contingent upon the stipulation 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.

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/12/22
Introduced By: Ms. Houk
Committee: Service
Originated By: Mr. Fitz.
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense:

No. : C-64-22
1st Reading: 09/19/22
Public Notice: 09/20/22
2nd Reading: 10/03/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-64-22

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

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

Bridge Inspection Program Services, including, but not limited to routine inspections, element level inspections, critical findings report, fracture critical member inspections, load rating calculations and reports, weight limits posting sign recommendations, scour assessments, scour plan of actions, development of fracture critical plans, and underwater dive inspection reports if needed.

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. Those features may include but not limited to the purchasing and erecting the recommended weight limits postings signs, the implementation of critical findings reports such as partial or total bridge closures, the implementation of the scour plan of actions. When recommendations affect public safety, ODOT expects full implementation by the municipality As of October 2019, FHWA requires installing weight limits posting signs within 30 days from the official date of the approved recommendations. Timely implementation is essential to the success of this program.

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.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Scope of Services Meeting Date: **/**/
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. Consultants must be prequalified for Level 1 Bridge Inspection services, 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 2 - Load Rating Tasks

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

Task 3 – AssetWise Structure Inventory and Review, Including New SNBI Fields

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 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, Third Edition 2019 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 duration of the agreement will be twelve (12) months from the authorization date of the agreement.

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 AssetWise. 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 AssetWise data as of July 2022.

Project: SP01 - District (1, 2, &3), Total Structures = 485*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	192	178	26	0	396
Multi-Span	24	20	31	14	89
Culvert	119	29	1	0	149
Truss	0	1	3	0	4
Fracture Critical Inspection	0	0	2	0	2
Underwater Inspection	0	0	0	0	0
Load Rating**	108	99	29	7	243

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554

Project: SP02 - District (4, 11, &12), Total Structures = 392*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	127	126	35	0	288
Multi-Span	22	25	37	20	104
Culvert	84	40	1	0	125
Truss	1	2	6	0	9
Fracture Critical Inspection	0	0	3	0	3
Underwater Inspection	0	0	0	0	0
Load Rating**	75	76	36	10	197

* Level 1 Bridge Inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP03 - District (5, 6, &10), Total Structures = 515*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	189	206	40	0	435
Multi-Span	11	11	37	21	80
Culvert	111	87	4	0	202
Truss	0	0	7	0	7
Fracture Critical Inspection	0	0	7	1	8
Underwater Inspection	0	0	0	0	0
Load Rating**	80	87	31	8	259

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

Project: SP04 - District (7, 8 &9), Total Structures = 508*

Type	L ≤ 20'	20' < L ≤ 60'	60' < L ≤ 200'	L > 200'	Total
Single Span	177	157	36	1	371
Multi-Span	29	45	49	14	137
Culvert	126	85	3	0	214
Truss	0	0	7	1	8
Fracture Critical Inspection	0	1	4	1	6
Underwater Inspection	0	0	0	0	0
Load Rating	103	101	43	8	255

* Level 1 bridge inspection structures

** Tasked as budget allows w/priority for NBI bridges with many BrR updates

General Engineering Services Scope of Services
Central Office, Office of Structural Engineering
PID No. 117554

Please note that the total number of structure types is estimated based on current AssetWise data queries, and it may be adjusted when tasks are assigned in the future which may include newly found orphan bridges. The estimated annual contract price value for each sub-project is as follows:

SP01 \$560,000
SP02 \$530,000
SP03 \$570,000
SP04 \$590,000

DBE Participation:

Project	Goal
SP01	10%
SP02	0%
SP03	0%
SP04	0%

CONSULTANT shall clearly designate in the letter of intent the SP(s) they wish to be considered for.

Three (3) copies of the letter of intent shall be submitted. The letter of intent shall demonstrate that the CONSULTANT has a clear understanding of the scope of services.

Price Proposal Due Date: **//****

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 ASSETWISE 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 and emails 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 ASSETWISE.

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. Please use the latest scour assessment form.

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, Type 3, Type 3S2, Type 3-3, NRL, 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 the latest 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 ASSETWISE 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 – ASSETWISE STRUCTURE INVENTORY AND REVIEW

The scope of this task includes a limited review of the structure inventory data in the ODOT ASSETWISE. 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 ASSETWISE structure file information needs to be updated on the system. If no changes are necessary, then no ASSETWISE 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 ASSETWISE. The CONSULTANT shall refer to the ODOT Office of Structural Engineering Inventory and Coding Guide of ASSETWISE for inventory coding details. In 2023, ODOT will start the transition toward SNBI, the consultants shall fill out all empty fields for this purposes as communicated by OSE.

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 the format of the procedures file. The diving team shall fill out or update the latest form and upload it on ASSETWISE prior to performing the actual dives. Please contact OSE for a copy of a blank form if not uploaded on ASSETWISE at the time.

TASK 5 – BRIDGE INSPECTION

Task 5A – Routine Bridge Inspection (ASSETWISE 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 21st 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. The consultant shall probe the channel around the footing in water to determine depth of scour and report the date in AssetWise.

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 ASSETWISE. 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: 08/29/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Approved: Mr. Holt
Emergency: 30 Days:
Current Expense:

No.: CR-59-22
1st Reading: 09/06/22
Public Notice: 09-07-22
2nd Reading: 09-19-22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-59-22

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO CONTRACTS WITH QUADIENT FOR POSTAGE MACHINES

WHEREAS, the City's existing contracts with Pitney Bowes for the postage machine at City Hall will expire in December of 2022 and the one at the Police Division has expired ; and

WHEREAS, the City has received a quote for replacement postage machines from Quadient; and

WHEREAS, the contract is for a term of sixty (60) months; and

WHEREAS, because the contract term exceeds twelve (12) months, it must be approved by Ordinance.

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

SECTION 1. The City Council hereby authorized the City Administrator to execute the agreements with Quadient more fully described in Exhibit A.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
Resolution is correct as to form.

Stephen J. Smith, Director of Law

C-59-22
Exhibit A

Customer

Organization	City of Grove City		
DBA			
Address	4035 Broadway		
City State Zip	Grove City	OH	43123
Phone	(614) 277-3025	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSP016-169901

and / or

State Participating Addendum (PA) #:

#GPC016 RS902318 (OH)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882		
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	City of Grove City		
Attention	Richard Donnelly		
Address	4035 Broadway		
City State Zip	Grove City	OH	43123
Phone	(614) 277-3025	Email	rdonnelly@grovecityohio.gov

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing
QTY	Unit	Description	Unit Price	Total	
60	Months	Lease Payment	\$346.38	\$20,782.80	

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXWP10	IX Series 10 lb Weighing Platform
1	IX7ERR	iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
Quadient Leasing USA Inc.
Dept 3682
PO Box 123682
Dallas TX 75312-3682

3) Send all correspondence to:
Quadient Leasing USA Inc.
478 Wheelers Farms Rd
Milford CT 06461

Authorized by

Date

Print Name

Title

Customer

Organization	City of Grove City		
DBA	Police Department		
Address	4035 Broadway		
City State Zip	Grove City	OH	43123
Phone	(614) 277-3025	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSP016-169901

and / or

State Participating Addendum (PA) #:

#GPC016 RS902318 (OH)

Vendor

Company Name	Quadient Leasing USA Inc. FEDERAL ID# 94-2388882		
Attention	Government Sales DUNS# 150836872		
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	City of Grove City		
Attention	Mary Havener		
Address	3360 Park St		
City State Zip	Grove City	OH	43123
Phone	(614) 277-1709	Email	mhavener@grovecityohio.gov

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing
QTY	Unit	Description	Unit Price	Total	
60	Months	Lease Payment	\$346.38	\$20,782.80	

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IXDS7	Dynamic Weighing Platform for IX Series 7/7PRO Bases
1	IXWP10	IX Series 10 lb Weighing Platform
1	IX7ERR	iX-7 Series Base e-RR Feature & Activation Kit w/bc scanner. Inc e-RR SW & Rate File w/200 eDel/Sig
1	IX7	iX-7 Series Base w/ Mixed Size Feeder, Sealer, Drop Tray & Ink Cartridge

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSP016-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 Quadient Leasing USA Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 Quadient Leasing USA Inc.
 478 Wheelers Farms Rd
 Milford CT 06461

 Authorized by

 Date

 Print Name

 Title

Exhibit A

**LEASE SCHEDULE No. Quadient Lease # once booked TO MASTER LEASING AGREEMENT
(the "Master Leasing Agreement")**

True Lease Transaction

UNDER STATE TERM SCHEDULE NUMBER GPC016 RS902318

1. **Terms and Provisions:** This Lease Schedule is entered into by and between the Lessor and the Lessee set forth below pursuant to the terms of the Master Leasing Agreement, dated 10/11/2017, between Quadient Inc, as Lessor, and the State of Ohio, by the Department of Administrative Services, for the Lessee. The terms of the MASTER LEASING AGREEMENT are hereby incorporated by reference and made a part hereof. The Lessee (check appropriate box) and billing address of Lessee (complete) are set forth below:

☐ **An Ohio State agency. The Lessee is the Ohio State agency set forth with the billing address below.**

☒ **A Political Subdivision in the State of Ohio. The name of the Political Subdivision is set forth below with the billing address.**

Name and Billing Address:

City of Grove City

4035 Broadway

Grove City, OH 43123

2. **Commencement Date** of this Lease Schedule shall be: a) the Acceptance Date as identified on the Acceptance Certificate (Exhibit B) hereto if such date is the first day of a month; or b) the first day of the month following the Acceptance Date if such date is not the first day of a month. The Lease Payment due dates shall include the Commencement Date and shall be on the first day of each month thereafter.
3. **Description of the Property:** The Property subject to this Lease Schedule is set forth below and has been acquired pursuant to the State Term Schedule GPC016 RS902318 currently in existence between Quadient Inc and the State of Ohio, dated 10/11/17.

Item No.	Quantity	Style	Description
1			See attached PO for part numbers
2			
3 etc.			

Property Location:

4035 Broadway Grove City, OH 43123

4. **Term:** 60 months.
5. **Periodic Lease Payment Amount:** \$1,039.14
6. **Lease Payment Frequency:** Quarterly [monthly, quarterly, annually]
7. **Expiration:** Lessor shall not be obligated to maintain the stated Payment Amount if the Certificate of Acceptance covering the Property has not been executed by Lessee and received by Lessor at: _____; by 5:00 p.m., _____.
8. **Taxes.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under the Master Leasing Agreement, and shall pay when due all, to the extent applicable by law, taxes, fees, withholdings, levies, imposts, duties, assessments and charges of any kind and nature arising out of or related to the Master Leasing Agreement all in accordance with Section 11 of the Master Leasing Agreement. Upon receipt by Lessor of any such property tax bill (whether from Lessee or directly from the taxing authority), Lessor will pay such tax and will invoice Lessee for the expense. Upon receipt of such invoice, Lessee will promptly reimburse Lessor for such expense.
9. **Assignment:** As provided in Section 24 of the Master Financing Agreement, Lessee is hereby notified that Lessor has assigned all of its right, title and interest in the Lease Schedule, the Property thereunder and the Lease Payments thereunder and all other rights in and amounts provided for under the Master Financing Agreement applicable to the Lease Schedule to the Assignee (collectively the "Assigned Interest"). Lessee is hereby directed to pay any and all Lease Payments and other amounts due with respect to which Assignee renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

Assignee:

Quadient Leasing USA, Inc.

478 Wheelers Farms Road

Milford, CT 06461

10. In signing this, Lessee warrants that the representations, covenants and warranties of the Lessee set forth in the Master Leasing Agreement, which are applicable to this Lease Schedule are true and correct on the date hereof. Lessee agrees that it will pay all amounts due under the Lease Schedule as directed in the invoice and subject to Section 9.2 of the Master Leasing Agreement.
11. This Schedule is subject to Review and Approval by Quadient Leasing USA, Inc..

ASSIGNMENT ACCEPTED BY Quadient Leasing USA, Inc.:

By: _____

For use only with State Agency Lease Schedules

This Schedule is subject to review and approval by the State of Ohio's Department of Administrative Services ("DAS") for state agencies under DAS superintending authority in accordance with Sections 125.021 and 125.041 of the Code. DAS review and approval is also to ensure that state agencies' purchases which are under DAS authority are made with a "Release and Permit" in accordance with Section 125.06 of the Code.

REVIEWED AND APPROVED BY THE OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:

By: _____

Title:

Lessor: Quadient Inc
By
Printed Name:
Title:
Date:

Lessee: City of Grove City
By:
Printed Name:
Title:
Date:

Exhibit F
INSURANCE REQUIREMENTS

RE: Property Schedule No. Quadient lease number once booked between Organization (Lessee) and Quadient Inc. (Lessor), entered into pursuant to Master Leasing Agreement, dated 10/11/2017, between the State of Ohio, by the Department of Administrative Services and Quadient Inc (Lessor)

- X Per Section 18 of the Master Leasing Agreement, Lessor agrees that Lessee will self-fund replacement of the equipment in the event of a loss/damage to the equipment.
- Per Section 18 of the Master Leasing Agreement, Lessor WILL require Lessee to maintain insurance on the Property subject to Property Schedule No. (*Quadient lease number once booked*) in the amounts shown below. A Certificate of Insurance from your insurer is required.

The Certificate should state that in the event the insurance coverage is reduced or cancelled, then 30 days prior to the effect of such event, the insurer will inform Quadient Inc. and its assigns of such reduction or cancellation in writing.

Lessor: Quadient Inc.	Lessee: City of Grove City
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIRED USE CONTRACT FOR: MAIL ROOM EQUIPMENT, SERVICES, AND SUPPORT

CONTRACT No.: RS902318

EFFECTIVE DATES: 10/12/17 to 05/14/19

*Renewal through 12/31/22

The State of Ohio Department of Administrative Services (DAS) agreed to participate in a cooperative contract for Mail Room Equipment, Services, and Support with Quadient Inc. which is administered by the State of Arizona, on behalf of the National Association of State Procurement Officials ValuePoint (NASPO). The State of Ohio has accepted an offer submitted in response to the State of Arizona Request for Proposal No. ADSP016-169901 that opened on 11/15/16. The State of Arizona completed the evaluation of the proposal response(s). The Offeror listed herein was determined to be the highest-ranking Offeror by the State of Ohio. The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the [Terms and Conditions](#), become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____

Kimberly C. Madden, Director

Date

*Indicates renewal through 12/31/22, per amendment 10.

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*Indicates the addition of the Prohibition of the Expenditure of Public Fund for Offshore Services and repagination, per amendment 10.

STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
MAIL ROOM EQUIPMENT, SERVICES, AND SUPPORT
STATE OF ARIZONA MASTER PRICE AGREEMENT ADSP016-169901
AS ISSUED BY THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (NASPO ValuePoint):
WSCA REP
STATE OF OHIO CONTRACT# RS902318

PARTICIPATING ADDENDUM

1. **Scope:** This addendum covers the Mailroom Equipment, Supplies & Maintenance led by the State of Arizona for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. The Master Agreement, ADSPO-169901 together with all its attachments and exhibits are hereby incorporated into this Participating Addendum.
2. **Contract Term:** The term of this Participating Addendum will be effective upon the final execution date by the Participating State and co-terminus with the Master Agreement term unless otherwise cancelled or terminated as set forth in this Participating Addendum by the Participating State. A Purchasing Entity may lease Products under this Participating Addendum by issuance of an Order. The Order shall survive the termination of this Participating Addendum and the Master Agreement. Upon the Purchasing Entity's acceptance of any required delivery or Acceptance Testing, the Acceptance Testing period shall end.
3. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

***Contractor:**

Name:	Kevin Warner
Address:	Quadient, Inc. 478 Wheelers Farms Rd. Milford, CT 06461
Telephone:	(717) 364-5092
Email:	k.warner@quadient.com

Participating Entity

Name:	Megan Wampler
Address:	4200 Surface Road, Columbus, OH 43228
Telephone:	(614) 752-0032
Email:	Megan.Wampler@das.ohio.gov

5. Participating Entity Modifications or Additions to The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Amendments to Contract Terms and Conditions: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the GPC Contract Terms and Conditions or Master Lease Agreement, the Amendment will prevail. The State of Ohio Group Purchasing Standard Contract Terms and Conditions become part of this contract and will be considered primary over the Master Agreement terms and conditions.

Contractor Revenue Share: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

6. Lease Agreements: Leasing shall be made available under this agreement. All Agencies should use the applicable exhibits of the State of Ohio Department of Administrative Services Master Lease Agreement to execute the leasing agreement. The termination or expiration of the Master Agreement or this PA shall in no way relieve any individual entity from its obligations to any product leases or postage meter rental agreements that were entered prior to the date of any such termination.
7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Ohio as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the following (1) Mandatory Language "PO is subject to Ohio Contract #GPC016 RS902318" (2) Your Name, Address, Contact and Phone Number.

9. Invoice Requirements: The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
 - a. The Purchase order number authorizing the delivery of products or services.
 - b. A description of what the Contractor delivered, including, as applicable, the time period, unit price, quantity, and total price of the products and services. If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.
10. Insurance: Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, as its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise states. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. DAS-Procurement Services reserves the right to approve all levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

If no submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with DAS-Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of DAS and shall contain a clause or endorsement within a reasonable timeframe with a written notice of cancellation, non-renewal or decrease in coverage will be given to DAS. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best unless otherwise approved by DAS.

*PROHIBITION OF THE EXPENDITURE OF PUBLIC FUND FOR OFFSHORE SERVICES: No State Cabinet Agency, Board or Commission will enter into any contract to purchase services provided outside of the United States or that allows State data to be sent, taken, accessed, tested, maintained, backed-up, stored, or made available remotely outside (located) of the United States, unless a duly signed waiver from the State has been attained. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided to the State in the Contract.

Further, no State agency, board, commission, State educational institution, or pension fund will make any purchase from or investment in any Russian institution or company. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

The Contractor must complete the Contractor/Subcontractor Affirmation and Disclosure Form affirming the Contractor understands and will meet the requirements of the above prohibition. During the performance of this Contract, if the Contractor changes the location(s) disclosed on the Affirmation and Disclosure Form, Contractor must complete and submit a revised Affirmation and Disclosure Form reflecting such changes.

PRICE SCHEDULE

The following link contains the pricing that was awarded for Quadient, Inc. on Master Price Agreement Number ADSPO16-169901:

[WSCP-Quadient Awarded Pricing](#)

*Indicates the addition of the Prohibition of the Expenditure of Public Fund for Offshore Services special term, per amendment 10.

CONTRACTOR INDEX:

CONTRACTOR:

135132
Quadient Inc.
478 Wheelers Farms Rd
Milford, CT 06461

CONTRACT NO.: RS902318

TERMS: Net 30 Days

DELIVERY: 30 Days ARO

CONTRACTOR'S CONTACT: Mr. Kevin Warner

Telephone: (717) 364-5092
E-mail: k.warner@quadient.com

CONTRACTOR:

91695
Quadient Leasing USA, Inc.
478 Wheelers Farms Rd.
Milford, Ct 06461

CONTRACT NO.: RS902318 -1

TERMS: Per Contract

DELIVERY: Per Contract

CONTRACTOR'S CONTACT: Mr. Kevin Warner

Telephone: (717) 364-5092
E-mail: k.warner@quadient.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
10	05/15/22	This amendment is issued to rescind the notice of expiration indicated in amendment 9. Additionally, this amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional eight (8) months, effective 05/15/22 through 12/31/22, to add the Prohibition of the Expenditure of Public Fund for Offshore Services special term, and to repaginate.
9	04/14/22	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 05/14/22. It will be replaced.
8	05/15/21	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 05/15/21 through 05/14/22. Additionally, this amendment is issued to update the Contractor's contact and address.
7	12/15/20	This amendment is issued to change the contractor's name from Neopost USA Inc. to Quadient, Inc. and Mailfinance Inc. to Quadient Leasing USA, Inc.
6	05/15/20	This amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 05/15/2020 through 05/14/2021. It is also issued to update the contact information for the contractor and the State.
5	05/15/19	This amendment is issued to correct the contract effective dates. Additionally, this amendment is issued to notify that as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 05/15/19 through 05/14/20. This amendment is also issued to update the contact information and address for NeoPost.
4	03/17/19	This amendment is issued to update the contact information for Neopost USA Inc and Mailfinance, Inc.
3	02/05/18	This amendment is issued to add Mailfinance, Inc. as a dealer to this contract effective, February 05, 2018.
2	01/30/18	This amendment is issued to permit the purchase of OMS 500 Software and Licenses from the current pricelist, effective 01/30/18.
1	11/17/17	This amendment is issued to change the contract format in its entirety and to notify that Exhibit D of the Master Lease Agreement is to be stricken from this contract, effective with all orders on or after 11/17/17.

*Indicates repagination, per amendment 10.

Awarded Categories	Product Line	Part #	Description	MSRP	Discount Level	NASPO Price	Point of Sale Maintenance-Standard	Point of Sale Maintenance-Premier
Integrated Postal Scales	Scales	IXDS7	Dynamic Weighing Platform (IX Series 7/7PRO bases only)	\$ 5,315	35%	\$ 3,455	\$ 696	\$ 792
Integrated Postal Scales	Scales	IXWP10	IX Series 10 lb Weighing Platform	\$ 1,620	35%	\$ 1,053	\$ 216	\$ 240
Mailing Systems, Med Volume	IX Mailing System	IX7	IX-7 Series Base w/ Mixed Size Feeder, Sealer, Catch Tray and Ink Cartridge	\$ 6,665	35%	\$ 4,332	\$ 864	\$ 996
Postage meters	Postage Meters Rentals	ERR Kits IXSAF, IX7, IX7PRO, IX9, ISS500	ERR Feature and Activation Kit Required w/ ISSP35	\$ 495	0%	\$ 495	\$ 48	n/a
				\$ 14,095		\$ 9,335.00	\$ 1,824	

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES**

GROUP PURCHASING STANDARD CONTRACT TERMS AND CONDITIONS

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments or obligations due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and the State will have no further obligation to make any payments and will be released from its obligations on the date funding expires.
- B. OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:
1. All statutory provisions under the O.R.C., including Section 126.07, have been met.
 2. All necessary funds are made available by the appropriate state agencies.
 3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
 4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.
- C. TERMINATION / SUSPENSION.**
- 1. Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 - c. Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 - d. Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
 - e. Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment Contract with which the Contractor is current.
 - g. Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.

- h. **Termination for Failure to Retain Certification.** Pursuant to O.R.C. Section 125.081, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.
 - i. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any supplies or products that the Contractor has delivered or services rendered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for the services, products or supplies, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
 - j. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any services completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.
2. **Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

- A. **ACTUAL DAMAGES.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. **LIQUIDATED DAMAGES.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the services, products or supplies that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

- A. **INVOICE REQUIREMENTS.** The Contractor must submit an original invoice to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
 - 1. The purchase order number authorizing the delivery of products or services.
 - 2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36). If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

- B. **PAYMENT DUE DATE.** Payments under this Contract will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with O.R.C. Section 126.30.

IV. CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:

- A. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Contractor warrants that it is not subject to an unresolved finding for recovery under O.R.C. Section 9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.
- B. **GENERAL REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:

1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
2. No services, products or supplies will infringe on the intellectual property rights of any third party.
3. All warranties are in accordance with Contractor's standard business practices attached.
4. That the products or supplies hereunder are merchantable and fit for the particular purpose described in this contract.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

5. The Contractor has the right to enter into this Contract.
6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any products or supplies delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in products or supplies in which title does not pass to the State.

If any services of the Contractor or any products or supplies fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the services, products or supplies. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

- C. **INDEMNITY.** The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractors performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any products or supplies under this Contract. This obligation of indemnification will not apply where the State has modified or misused the products or supplies and the claim of infringement, is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the products or supplies so that is no longer infringing.
2. Replace products or supplies with an equivalent or better item.
3. Acquire the right for the State to use the infringing products or supplies as it was intended for the State to use under this Contract; or
4. Remove the products or supplies and refund the fee the State paid for the products or supplies and the fee for any other products or supplies that required the availability of the infringing products or supplies for it to be useful to the State.

- D. **LIMITATION OF LIABILITY.** Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:

1. Neither party will be liable for any indirect, incidental or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.
2. The contractor further agrees that the contractor shall be liable for all direct damages due to the fault or negligence of the contractor.

V. GENERAL PROVISIONS:

- A. **AMENDMENTS.** No amendment or modification of this Contract will be effective unless it is in writing and issued by DAS.
- B. **ANTITRUST ASSIGNMENT TO THE STATE.** Contractor assigns to the State of Ohio, through DAS-Procurement Services, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.
- C. **ASSIGNMENT / DELEGATION.** The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- D. **AUDITS.** The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this Contract, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Contract and until the expiration of three (3) years after final payment under this Contract, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Contract.

The Contractor shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

- E. **CONFIDENTIALITY.** The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

- F. **CONTRACT CONSTRUCTION.** This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- G. **CONTRACTOR DISCLOSURE: LOCATION OF SERVICES. DATA.** As part of this Contract, Contractor shall disclose the following:
 1. The location (s) where all services will be performed; and
 2. The location(s) where any state data applicable to the contract will be maintained or made available; and
 3. The principal location of business for the contractor and all subcontractors.

Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.

- H. **DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including O.R.C. Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio Business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Contractor must verify compliance on an annual basis for the duration of any contract. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Division's web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

- J. **FORCE MAJEURE.** If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
- K. **GOVERNING LAW / SEVERABILITY.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- L. **HEADINGS.** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- M. **NOTICES.** For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.
- N. **ORDER OF PRIORITY.** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- O. **PUBLICITY.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without prior, written consent of the State.
- P. **STRICT PERFORMANCE.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- Q. **SUBCONTRACTING.** The State, through DAS-Procurement Services, recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through DAS-Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor. All subcontracts will be at the sole expense of the Contractor and the Contractor will be solely responsible for payment of its subcontractors. The Contractor assumes responsibility for all sub-contracting and third party manufacturer work performed under the Contract. In addition, Contractor will cause all subcontractors to be bound by the Terms and Conditions and specifications of the contract. The Contractor will be the sole point of contact with regard of all contractual matters.
- R. **SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.
- S. **TAXES.** The State is exempt from all state and local taxes and does not agree to pay any taxes.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

S-1. Contract Orders. Participating state agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by participating state agencies by telephone, facsimile, electronically, in person, debit order or by State of Ohio payment card or purchase order from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

S-2. Compensation. In consideration for Contractor's performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete a Vendor Information Form and IRS W-9 Form. The completed original form should be mailed to Vendor Maintenance, Ohio Shared Services. Information on submitting appropriate documents is available at <http://supplier.obm.ohio.gov/Info/training.aspx>

S-3. Ohio Payment Card. Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the DAS-Procurement Services website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

S-4. Requirements Contract. The quantity of supplies or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the participating state agencies. DAS may allow a participating state agency to purchase supplies or services identical to those provided under this Contract from a supplier other than Contractor, if one of the following conditions apply:

- (A) The supplies or services to be purchased were not anticipated by DAS at the time this Contract was bid and the supplies or services are required in a large quantity;
- (B) The supplies or services to be purchased are unique or unusual from the supplies or services provided under this Contract; or
- (C) The agency requires the supplies or services to remedy an emergency and Contractor is not able to provide the supplies or services, as the emergency requires.

S-5. F.O.B. The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of destination will be specified by the participating state agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

S-6. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, "Contract Remedies", as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-7. Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

S-8. Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

S-9. Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may be used to meet the required limits and the coverage must follow form. DAS-Procurement Services reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with DAS-Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of DAS and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to DAS. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best unless otherwise approved by DAS..

S-10. Quality Assurance. At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of the testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.

S-11. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management's website at <http://obm.ohio.gov/StateAccounting/edi/>

S-12. Usage Reports. At no cost to the State, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by the DAS-Procurement Services. The reports will include information as to purchase activity under the Contract by all participating agencies and Co-operative Purchasing Program members. Report topics will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information as requested by the DAS- Procurement Services. Electronic media is the preferred method for these reports. Failure to provide the requested reports will be deemed as an event of default.

S-13. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The Bidder acknowledges to have read, understood, and agrees to this Policy.

- (A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.
- (B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.
- (C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

S-14. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify DAS-Procurement Services and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

S-15. Expenditure Of Public Funds For Offshore Services. The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Offeror must complete the attached [Contractor/Subcontractor Affirmation and Disclosure form 5.2.8](#) to abide with Executive Order 2011-12K affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States. During the performance of this Contract, the Contractor must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available unless a duly signed waiver from the State has been attained to perform the services outside the United States.

S-16. Ohio Ethics. Contractor represent that it and its employees engaged in the administration or performance of the Contract are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws. Contractor further represents that neither Contractor nor any of its employees will do any act that is inconsistent with such laws.

S-17. Contract Compliance. The participating state agency will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications for the Contract. If an agency observes any infraction(s), such shall be documented and conveyed to the Contractor for immediate correction. If the contractor fails to rectify the infraction(s), the agency will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction(s).

S-18. Independent Contractor Acknowledgement. It is fully understood and agreed that Contractor is an independent contractor and is not an agent, servant, or employee of the state of Ohio or the Ohio Department of Administrative Services. Contractor declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers' compensation, or unemployment compensation that is required in the normal course of business and will assume all responsibility for any federal, state, municipal or other tax liabilities. Additionally, Contractor understands that as an independent contractor, it is not a public employee and is not entitled to contributions from the State to any public employee retirement system.

Contractor acknowledges and agrees any individual providing personal services under this agreement is not a public employee for purposes of Chapter 145 of the Ohio Revised Code. Unless Contractor is a "business entity" as that term is defined in O.R.C. Section 145.037 ("an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business") Contractor shall have any individual performing services under this contract complete and submit to the ordering agency the Independent Contractor/Worker Acknowledgement found at the following link: <https://www.opers.org/forms-archive/PEDACKN.pdf#zoom=80>.

Contractor's failure to complete and submit the Independent Contractor/Worker Acknowledgement prior to commencement of the work, service or deliverable provided under this contract shall serve as Contractor's certification that contractor is a "Business entity" as the term is defined in O.R.C. Section 145.037.

S-19. ORC 9.76(B). Pursuant to Ohio Revised Code 9.76 (B) Contractor warrants that Contractor is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.

Date: 08/29/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Schottke
Approved:
Emergency: 30 Days: X
Current Expense:

No.: C-60-22
1st Reading: 09/06/22
Public Notice: 09/07/22
2nd Reading: 09/19/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE NO. C-60-22

AN ORDINANCE TO AMEND SECTION 121.01 OF THE CODIFIED ORDINANCES TITLED COUNCIL SALARY

WHEREAS, Section 2.04 of the Charter provides that the Council may, by ordinance, provide a different rate of salary for council members; and

WHEREAS, the last ordinance to set a different salary was Ord. C-92-15, which stated the annual salary of each member of Council shall be eleven thousand dollars (\$11,000.00) and the President shall receive eleven thousand five hundred dollars (\$11,500.00) payable in twelve monthly installments; and

WHEREAS, due to the increase in the duties and activities of the council members, it is necessary and proper to compensate them for the time so expended and for the responsibility of carrying out the duties of their office, however, according to Section 2.04 of the Charter of the City, no increase in salary may be paid to any member during the term which is being served. Therefore, any increase will not take place until 2024; and

WHEREAS, on November 07, 2017, the voters of Grove City amended the number of Council Members to seven (7), which will begin in January, 2024 – creating a new dynamic to the local legislature.

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

SECTION 1. Section 121.01(a) of the Codified Ordinances of the City is hereby amended to read:

- (a) The annual salary of each member of Council, whether elected or appointed, shall be ~~eleven~~ sixteen thousand dollars (\$~~11~~,000.00) payable in twelve monthly installments.

SECTION 2. Section 121.01(b) of the Codified Ordinances of the City is hereby amended to read:

- (b) The annual salary for the President of Council shall be ~~eleven~~ sixteen thousand five hundred dollars (\$~~11~~,500.00) payable in twelve monthly installments.

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

Ted A. Berry, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 08-29-22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Boso
Approved: Mr. Holt
Emergency: 30 Days: X
Current Expense:

No.: C-61-22
1st Reading: 09/06/22
Public Notice: 09/07/22
2nd Reading: 09/19/22
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-61-22

AN ORDINANCE TO MAKE AMENDMENTS TO SECTION 161.11 OF THE CODIFIED ORDINANCES TITLED TUITION REIMBURSEMENT PROGRAM

WHEREAS, historically the City has offered tuition reimbursement to its full-time employees; and

WHEREAS, the City wishes to expand this benefit to include its part-time employees.

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

SECTION 1. Section 161.11 is hereby amended, in part, as follows:

161.11 TUITION REIMBURSEMENT PROGRAM.

(a) Approval of Coursework. All full-time and part-time ~~regular~~ employees ~~serving in full-time positions~~ shall be eligible to participate in the City's Tuition Reimbursement Program. Under this program, each employee shall be eligible for a maximum of five thousand dollars (\$5,000) in reimbursement per calendar year for tuition, and books, in courses of instruction voluntarily undertaken. Courses of instruction eligible for reimbursement under this program shall include courses necessary for job-related degree programs or courses of study not necessarily within a job-related degree program but which are still job-related. In addition, only coursework provided by a recognized institution (e.g. college, university, community college, post-secondary technical school, etc.) shall be eligible for reimbursement under this program. No reimbursement shall be approved for correspondence courses. Reimbursement shall include cost for all registration fees and textbooks.

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

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/14/22
Introduced By: Mr. Holt
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: CR-57-22
1st Reading: 09/19/22
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-57-22

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

The Council of the City of Grove City, Franklin County, Ohio, met in regular session on the nineteenth day of September, 2022, at the office of Council with the following members present:

Ted A. Berry
Randy Holt
Christine Houk
Roby Schottke
Mark Sigrist

Mr. Holt moved the adoption of the following Resolution:

WHEREAS, this Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2023; and

WHEREAS, the Budget Commission of Franklin County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

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

SECTION 1. The amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

SECTION 2. There be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation for tax year 2022 (collection year 2023) as follows:

SCHEDULE A

FUND	Amount to be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Full Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
General Fund		\$1,243,820.34	1.00	
General Fund Charter	\$ 373,146.10			0.30
Bond Retirement				
Bond Retirement Charter	\$1,243,820.34			1.00
Police Pension		\$1,492,584.41	1.20	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
TOTAL	\$1,616,966.44	\$2,736,404.75	2.20	1.30

SECTION 3. The Clerk of Council be and is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

SECTION 4. 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