

GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

Sept. 16, 2013

6:30 Caucus

7:00 – Reg. Meet.

PRESENTATION:

FINANCE: Mr. Bennett

- | | |
|----------------------------|---|
| <u>Ordinance C-31-13</u> | Approving and Authorizing the City Administrator to Execute the Joint Economic Development District Contract between Scioto Township, The City of Grove City, and the Village of Commercial Point, and Authorizing the City Administrator and other City Officials to Execute documents necessary for the Creation of the Joint Economic Development District. Second reading and public hearing. |
| <u>Ordinance C-66-13</u> | Authorize the City Administrator to enter into an Agreement with MCPc for IT Services and declare an emergency. |
| <u>Ordinance C-67-13</u> | Authorize the purchase and Appropriate \$127,000.00 from the General Fund for 3465 Grove City Road and related expenses. First reading. |
| <u>Resolution CR-43-13</u> | Approve the Contract for Fryer Park Restrooms as required by Section 139.05F7 of the Codified Ordinances. |
| <u>Resolution CR-44-13</u> | Accepting the Amounts and Rates as determined by the Budget Commission and Authorizing the Necessary Tax Levies and Certifying them to the County Auditor. |
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LANDS: Ms. Klemack-McGraw

- | | |
|----------------------------|---|
| <u>Ordinance C-65-13</u> | Affirming the Continuance of the Special Use Permit for Scruffy to Fluffy – A Cut Above Pet Salon located at 3391 Park Street. Second reading and public hearing. |
| <u>Ordinance C-68-13</u> | Accept the Annexation of 0.505+ acres located at 2416 White Road in Jackson Township to the City of Grove City. First reading. |
| <u>Ordinance C-69-13</u> | Approve the rezoning of 363+ acres located North and South of State Route 665 and West of I-71 from PUD-I, IND-1, SD-3 and PUD-C to PUD-I with Text. First reading. |
| <u>Resolution CR-45-13</u> | Approve the Preliminary Development Plan for Gemini Synergy Center located at 3500 London-Groveport Road. |
| <u>Resolution CR-46-13</u> | Approve the Exterior Building Modifications for Guaranteed Heating and Cooling located at 3827 Broadway in the Historical Preservation Area. |
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ON FILE: Minutes of Sept. 3, Regular Council Meetings

Sept 3 Minutes of Plan. Comm.

Date: 05/15/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-31-13
1st Reading: 05/20/13
Public Notice: 05/22/13
2nd Reading: 06/03/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

*Postponed
to 7/15
9/16*

ORDINANCE C-31-13

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE JOINT ECONOMIC DEVELOPMENT DISTRICT CONTRACT BETWEEN SCIOTO TOWNSHIP, PICKAWAY COUNTY, OHIO, THE CITY OF GROVE CITY, FRANKLIN COUNTY, OHIO, AND THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO AND AUTHORIZING THE CITY ADMINISTRATOR AND OTHER CITY OFFICIALS TO EXECUTE DOCUMENTS NECESSARY FOR THE CREATION OF THE JOINT ECONOMIC DEVELOPMENT DISTRICT

WHEREAS, the City of Grove City, Scioto Township and the Village of Commercial Point desire to create the Scioto Township Joint Economic Development District for the purpose of facilitating economic development, creating jobs and employment opportunities, and improving the economic welfare of the people of the City, the Township, the Village, and the State of Ohio; and

WHEREAS, in accordance with Ohio Revised Code §§ 715.72 through 715.81 (the "JEDD Statutes"), the City, the Township, and the Village have negotiated a Joint Economic Development District contract, creating the District; and

WHEREAS, a copy of the Contract is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, pursuant to the JEDD Statutes, this Council published notice of the time and place of a public hearing regarding the Contract and the District at least thirty (30) days prior to the date of the public hearing; and

WHEREAS, since publication of that notice, there has been on file with the Clerk of Council the following documents: (1) a copy of the proposed Contract; (2) a description of the area or areas to be included in the District, including a map in sufficient detail to denote the specific boundaries of the area or areas and to indicate any zoning restrictions applicable to the area or areas; (3) an economic development plan for the District with a schedule for the new expanded, or additional services, facilities, or improvements prescribed in Ohio Revised Code § 715.74(A), and (4) a schedule for the collection of an income tax levied under Ohio Revised Code § 715.74(C); and

WHEREAS, this Council held the public hearing regarding the Contract and the District; and

WHEREAS, such hearing permitted public comment and recommendations on the Contract and the District; and

WHEREAS, a copy of the Contract has been delivered to the Franklin County Board of Commissioners and the Pickaway County Board of Commissioners.

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

Date: 09/11/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: XX 30 Days:
Current Expense:

No.: C-66-13
1st Reading: 09/16/13
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-66-13

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH MCPc FOR IT SERVICES AND DECLARING AN EMERGENCY

WHEREAS, the City's contract for e-mail security and web filtering expires at the end of this month and the current service provider is no longer offering these services; and

WHEREAS, the City has found a new service provider for these services; and

WHEREAS, the City would save in excess of \$10,000 by agreeing to a three year contract compared to a one year agreement; and

WHEREAS, because the contract term is over one year, 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 authorizes the City Administrator to enter into an Agreement with MCPc attached hereto as Exhibit A.

SECTION 2. This ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public health, safety and welfare as it is necessary to protect the integrity of the City's computer system and e-mail.

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-66-13
Exhibit "A"



MCPc, Inc.
Columbus, Ohio

MCPc Representatives

Representative: Vikkie Jividen
Email: vikkie.jividen@mcpc.com
Phone: (614) 210-6300 x5304
Inside Rep. Scott Huse
Email: scott.huse@mcpc.com
Phone: 678-896-4707



Quote #: 50004792 v. 1
Quote Name: Websense Cloud & Web Filter
Created: 09/06/2013 **Expires:** 10/06/2013

Prepared For:

Todd Hurley
City Of Grove City OH
4035 Broadway
Grove City OH 43123
6142771725
thurley@grovecityohio.gov

Bill To

Todd Hurley
City Of Grove City OH
4035 Broadway
Grove City OH 43123
6142771725
thurley@grovecityohio.gov

Ship To

Todd Hurley
City Of Grove City OH
4035 Broadway
Grove City OH 43123
6142771725
thurley@grovecityohio.gov

<u>LINE#</u>	<u>Item Number</u>	<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext Price</u>
Websense Cloud 3yr					
	HASV-F-CP36-N	225	Websense Hosted Email Security - Subscription License - 3 Year	\$20.42	\$4,594.50
Websense Cloud 3yr Subtotal					\$4,594.50
Websense Web Filter 3 yr					
	WS-F-CP36-N	225	Websense Enterprise - Subscription License - 200 Seat - 3 Year - PC	\$39.00	\$8,775.00
Websense Web Filter 3 yr Subtotal					\$8,775.00
Summary					Amount
Websense Cloud 3yr					\$4,594.50
Websense Web Filter 3 yr					\$8,775.00
Total					\$13,369.50

Prices and tax rates are valid only in the United States and are subject to change.

Shipping costs and taxes may be determined at a later date.

All product and pricing information is based on the latest information available and is subject to change without notice or obligation. Product availability and Manufacturer's product specifications are subject to change. MCPc reserves the right to adjust manufacturer's product specifications in this quotation based on adjustments made by the manufacturer.

Please consult www.mcpc.com for MCPc Returns Policy and Handling Details.

Payment terms effective upon approval.

This quote is subject to the terms of the Master Services Agreement signed by you and MCPc, or in the absence of such agreement, is subject to the applicable MCPc Terms and Conditions agreement.

By signing this quote, you are agreeing to purchase the goods and/or services listed above and agree to be bound by the Purchase Order Terms and Conditions found at <http://www.mcpc.com/TermsAndConditions>.

Signature

Date

[Home](#) |

Terms & Conditions

These Terms and Conditions ("Terms and Conditions") shall apply to all transactions between MCPc, Inc., an Ohio corporation ("MCPc") and the purchaser ("you" or "Buyer") relating to all products ("Products") and services ("Services") supplied to you.

- 1. Payment.** All invoices (each an "Invoice") for Products and Services are due and payable as stated on the invoice. Account balances not paid within payment terms shall be subject to a finance charge of 1½% per month until paid in full (or such lower rate as may be the maximum permitted by law), together with MCPc's cost of collection (including reasonable attorney's fees). Payments received may be applied by MCPc against any obligation owed by you to MCPc. MCPc may refuse or delay shipping Products and/or suspend performing any Services, if you fail to pay timely all amounts owed to MCPc hereunder. Prices do not include and you shall pay all sales, use, services, excise, value-added, tariffs, duties or similar taxes or charges unless you provide MCPc with valid tax exemption certificates. If any such certificate is held invalid or if the sale is otherwise found to be taxable, you will promptly pay to MCPc any taxes found due but not collected.
- 2. Shipping.** Products are shipped F.O.B. point of origin. Title to and risk of loss shall pass upon delivery of Products to carrier. Unless stated otherwise, you shall pay all freight, handling, delivery, special packing and insurance charges for shipments of Products. Choice of carrier and shipping method and route shall be at the election of MCPc. MCPc shall have the right to deliver all Products covered hereby at one time or in partial shipments from time to time, within the agreed time for delivery.
- 3. Acceptance.** Upon receipt of Products, you will inspect and/or test the Products. The Products shall be deemed accepted unless you provide MCPc, within 10 days of delivery date, notice specifying all defects or discrepancies in the quality or quantity of Products and a request for an RMA (defined below). All Services shall be deemed as accepted upon the performance thereof, unless you provide MCPc, within 10 days of performance, a written notice specifying all defects or discrepancies in the quality of such Services.
- 4. Services.** If any Services are performed at Buyer's location, you shall provide appropriate computer hardware, software and communications resources, system and user documentation, office space, telephone service, copying, and general office supplies and support as necessary to perform the Services. You acknowledge that MCPc's performance of Services is dependent on your timely and effective performance of your responsibilities and your timely decisions and approvals. MCPc shall, in its sole discretion, determine the assignment of its personnel for providing the Services. You shall not, during the performance of the Services and for a period of twelve (12) months following termination of the Services, solicit the employment of, employ or contract with MCPc personnel with whom Buyer has had contact under this Agreement. If you breach this paragraph, you will pay as liquidated damages, and not as a penalty, the sum equal to twenty-five percent (25%) of the employee's annual salary with MCPc. If MCPc waives this restriction, you will reimburse MCPc's costs of external recruitment, training and lost revenues.
- 5. Warranty.** You acknowledge that MCPc acts as a third party distributor of certain Products and that the manufacturer of such Products ("Manufacturer") is solely and directly responsible to you, MCPc and third parties for all defects, breaches, liability, claims, damages, obligations, and costs and expenses related to such Products, whether legal or equitable ("Claims"). You agree to look solely to the Manufacturer of Products for all Claims whether arising from breaches of the Manufacturer's warranty or otherwise and for any maintenance, support, repair or replacement or other remedy with respect to the Products. MCPc transfers to you any transferable warranty made to MCPc by the Manufacturer of the Products to the extent transferable and permitted by law. MCPc MAKES NO REPRESENTATION, COVENANT OR WARRANTY WITH RESPECT TO THE EXTENT OR ENFORCEABILITY OF THE MANUFACTURER'S WARRANTY OR INDEMNITY. MCPc does not warrant results or achievements of Services and MCPc is not responsible for the work or activity of any non-MCPc employed personnel. MCPc MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES. MCPc DISCLAIMS ANY WARRANTY WITH RESPECT TO THE MERCHANTABILITY OF THE PRODUCTS OR SERVICES OR THE FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE OF CLIENT AS WELL AS ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING THROUGH THE USE BY MCPc OF ANY SAMPLES OR DEMONSTRATIONS, ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.
- 6. Remedy.** MCPc shall have no liability of any kind for an alleged breach of any warranty if: (i) any software or other Product provided by MCPc has been modified by you or any third party, unless authorized by MCPc in writing; (ii) the computer equipment or other Products on which MCPc installed any software or other Products has been changed, unless authorized by MCPc in writing; (iii) the computer equipment supplied by you does not have sufficient capacity, is not in good operating order or is not installed in a suitable operating environment; (iv) the alleged breach was caused by you or your

- agents or other third party; (v) you fail to promptly notify MCPc of the alleged breach after discovery thereof; or (vi) you have breached any of your obligations hereunder. Buyer's sole and exclusive remedy for breach of any warranty or representation for which MCPc is responsible shall be, at MCPc's option, either (i) to re-perform the Services at MCPc's cost, or (ii) to refund the cost relating to any non-conforming Services. No repair, replacement or re-performance shall extend any warranty period.
7. **Limitation of liability.** IN NO EVENT SHALL MCPc BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF MCPc HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MCPc's LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT LIABILITY, MISREPRESENTATION, FRAUD, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER THEORY OF LAW) EXCEED THE FEES RECEIVED BY MCPc UNDER THIS INVOICE.
8. **Documents.** NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS ("BUYER'S TERMS") CONTAINED IN BUYER'S PURCHASE ORDER OR OTHER COMMUNICATION RELATING TO PRODUCTS OR SERVICES ("BUYER'S PO"), MCPc ACCEPTS BUYER'S PO ONLY ON THE CONDITION THAT BUYER EXPRESSLY ACCEPTS AND ASSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE HEREOF, MCPc'S COMMENCEMENT OF SERVICES OR DELIVERY OF PRODUCTS SHALL NOT BE CONSTRUED AS MCPc'S ACCEPTANCE OF ANY OF BUYER'S TERMS. ANY CONFIRMATION BY BUYER SHALL OPERATE AS AN ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS INVOICE, REGARDLESS OF THE PRESENCE OR ABSENCE OF ANY BUYER'S TERMS WHICH MCPc HEREBY OBJECTS TO AND REJECTS. ANY NOTICE BY BUYER OBJECTING TO THESE TERMS MUST BE IN A WRITING SEPARATE FROM ANY FORM PURCHASE ORDER, MUST SPECIFICALLY REFERENCE BY NUMBER AND SENTENCE THE TERM(S) OBJECTED TO, AND MUST BE SIGNED BY A REPRESENTATIVE OF BUYER CAPABLE OF LEGALLY BINDING BUYER. MCPc'S FAILURE TO OBJECT SPECIFICALLY TO PROVISIONS CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED IN THIS INVOICE.
9. **Returns.** You may only return Products in accordance with the Manufacturer's return policy and/or with a valid Return Material Authorization number ("RMA") from MCPc's Returns Department. To request an RMA, contact the MCPc Returns Department at returns@MCPc.com, by phone at 866-291-7867 or by fax at 440-876-1958 or 440-876-1962. Products not returnable under a Manufacturer's return policy or which are customized for you, are non-returnable. Products returned without an RMA or beyond the RMA return period (generally 14 days) may be refused and no credit may be issued therefore. If MCPc accepts your RMA request, MCPc will notify you of the returns process (generally by e-mail) and may issue Authorized Return Service Labels (generally by e-mail or regular mail) to facilitate the return. MCPc will generally inspect and process your return within 10 days of receipt thereof, and reserves the right to cancel the return upon inspection. Return Products must be shipped prepaid by you. MCPc may cover return shipping expenses if, in MCPc's sole discretion, MCPc determines the return is due to MCPc's error. If MCPc elects to exchange, repair or replace a returned Product, MCPc will match your return shipping priority. MCPc is not responsible for any claim due to shipping damage. You should pursue shipping damage claims with the carrier directly. MCPc may assist you in handling shipping damage claims with the carrier if you notify MCPc of such damage within 10 days of receipt of the damaged Product. Supply items: depending upon Manufacturer terms, certain sealed supply Products may be returned up to 90 days from delivery, and certain defective supply Products may be returned up to 30 days from delivery. See Manufacturer terms and www.mcpc.com for applicability. All credit invoices expire 180 days from the date of issuance.
10. **Cancellation.** You may not cancel a purchase order without MCPc's prior written consent. For any purchase order so cancelled, you will be responsible for, and will pay to MCPc: (i) any expenses incurred by MCPc in modifying, adapting or creating any special order Products; (ii) in MCPc's sole discretion, a restocking fee and reasonable cancellation charges (in an amount not less than 15% of the cancelled order); and (iii) any extra costs incurred by MCPc to meet your request for cancellation.
11. **Force Majeure.** Neither party shall be liable for any delay or failure in delivery or performance, other than the payment of money, due to causes beyond its reasonable control, which causes shall include, without limitation, force majeure, acts of God, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any delay, the set date(s) of delivery and performance, if any, shall be extended for a reasonable period, or, at MCPc's option, cancelled.
12. **Miscellaneous.** If any term or provision herein is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision shall not affect the other terms or provisions hereof, but such term or provision shall be deemed modified to the extent necessary in the

Date: 09/11/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: XX
Current Expense: _____

No.: C-67-13
1st Reading: 09/16/13
Public Notice: 09/18/13
2nd Reading: 10/07/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-67-13

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF AND APPROPRIATE \$127,000.00 FROM THE GENERAL FUND FOR 3465 GROVE CITY ROAD AND RELATED EXPENSES

WHEREAS, the property located at 3465 Grove City Road, Grove City, Ohio 43123, and known as Franklin County Auditor's Tax Parcel No. 040-000009-00, is located in the Town Center Area; and

WHEREAS, the acquisition of this Property will assist the City in moving forward with the redevelopment of the Town Center Area.

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

SECTION 1. Council hereby authorizes the purchase of the property located at 3465 Grove City Road as set forth in Exhibit "A".

SECTION 2. There is hereby appropriated \$127,000.00 from the unappropriated monies of the General Fund to account #100120.571000 for the Current Expense of said purchase and related expenses.

SECTION 3. This ordinance appropriates for current expenses and shall therefore go into immediate effect.

Ted A. Berry, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

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

Michael A. Turner, Director of Finance

C-67-13
EXHIBIT A

This document has been prepared by the Columbus REALTORS® and the Columbus Bar Association and is for the use of their members only.

Columbus REALTORS® and the Columbus Bar Association © Copyright 2005.

The Columbus REALTORS®/CBA purchase contract shall be printed in 11 point Arial font, and all deviations in the standard form must be printed in **12 point or larger courier font in bold**. Use of **courier font in bold** denotes deviation from the standard Columbus REALTORS®/CBA purchase contract. All deletions from the standard form are to be noted by "strike-out".

Mike Laemmle
Agent
Keller Williams Classic Prop
Company
3903 Broadway
Address
Grove City OH 43123
City State Zip

REAL ESTATE PURCHASE CONTRACT

ADOPTED BY
COLUMBUS REALTORS®
COLUMBUS BAR ASSOCIATION

It is recommended that all parties be represented by a REALTOR® and an Attorney

Date: **08/30/2013**

Upon the following terms, the undersigned Buyer agrees to buy and the undersigned Seller agrees to sell, through the Broker referred to below, the premises, described as being located in the State of Ohio, County of **Franklin**, Tax parcel no(s). **040-000009-00** and further described as: **3465 Grove City Rd., Grove City OH 43123**

1. Terms:

1.1 Purchase price shall be \$ 117,000

(One hundred seventeen thousand dollars)

1.2 Lender Pre-Approval:

Buyer shall deliver a written lender's pre-approval letter for said premises to the Seller and/or Seller's Broker within _____ (not applicable if the number of days is not inserted) calendar days after acceptance of this contract. The lender's pre-approval letter shall state that the Buyer's credit report has been reviewed and all information provided meets lender's guidelines necessary for approval, subject to an appraisal, standard qualifications, and final underwriting approval.

The Buyer's delivery of said lender's pre-approval letter is confirmation that the Buyer has made a loan application and that the loan terms are acceptable to the Buyer.

If the Buyer does not deliver the lender's pre-approval letter within the stated time period, Seller may terminate this contract by delivering written notice of termination to the Buyer or Buyer's Broker within five (5) calendar days following the stated time period and the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Failure of the Seller to timely deliver the written notice of termination constitutes a waiver of Seller's right to terminate pursuant to this provision.

1.3 Loan Commitment:

The Buyer's obligations are contingent upon the Buyer obtaining a (write in type of loan: Conventional, FHA, VA) **CASH** loan commitment within **see addendum** (not applicable if the number of days is not inserted) calendar days after acceptance of this contract. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. Within the stated time period, the Buyer shall deliver to the Seller and/or Seller's Broker a written notification from the Buyer's lender that the loan commitment has been obtained. The delivery of the written notification to the Seller and/or Seller's Broker that a loan commitment has been obtained shall satisfy this contingency.

If, at the expiration of the stated time period, the Buyer has not delivered the written notification referenced above, or has not waived this contingency in writing, this contract shall terminate and the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

REV 01/13

This form is licensed for use to: **Michael Laemmle**

1.4 Attorney Approval Clause

The Buyer or Seller may terminate this contract if the party's attorney disapproves this contract, by providing written notice of said disapproval, along with changes proposed by that party's attorney to remedy the disapproval, within _____ calendar days after acceptance hereof, (this provision is not applicable if number of days is not inserted). If the other party accepts the proposed changes in writing within 2 days after delivery thereof, this contract shall continue in full force and effect, as amended by the changes. The party requesting the changes may waive the request in writing prior to the expiration of the 2-day period. In the event of termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

1.5 Additional Terms and Conditions:

Contingent upon City Council final approval

2. Taxes and Assessments:

2.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365 day year. If taxes are undetermined for the year of closing, the proration shall be based on the most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

These adjustments shall be final, except for the following: (none if nothing inserted)

2.2 The community development charge, if any, applicable to the premises was created by a covenant in an instrument recorded at (insert county) _____, Vol. _____, Page number _____ or Instrument number _____. (Note: If the foregoing blanks are not filled in and a community development charge affects the premises, this contract may not be enforceable by the Seller or binding upon the Buyer pursuant to Section 349.07 of the Ohio Revised Code.)

2.3 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements or which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

3. Fixtures and Equipment:

3.1 The consideration shall include any fixtures, including but not limited to built-in appliances; heating, central air conditioning, and humidifying equipment and their control apparatuses; stationary tubs; pumps; water softening equipment; roof antennae; attached wall-to-wall carpeting and attached floor coverings; curtain rods and window coverings (excluding draperies and curtains); attached mirrors; all light fixtures; bathroom, lavatory and kitchen fixtures; storm and screen doors and windows, awnings, blinds and window

air conditioners, whether now in or on the premises or in storage; garage door openers and controls; attached fireplace equipment; security systems and controls; smoke alarms, satellite TV reception system and components; all exterior plants and trees, all landscaping lights and controls; and the following:

3.2 The following shall be excluded: (none if nothing inserted)

3.3 The following leased items shall be excluded: (none if nothing inserted)

4. Inspections And Tests:

4.1 The Broker strongly recommends that the Buyer conduct inspections and/or tests. The Buyer and the Seller understand and agree that the Broker neither warrants nor assumes responsibility for the physical condition of the premises.

IT IS NOT THE INTENTION OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

Buyer shall be responsible for the repair of any damages caused by the Buyer's inspections and tests; repairs shall be completed in a timely and workmanlike manner at Buyer's expense.

4.2 Seller shall cooperate in making the premises reasonably available for inspections and/or tests.

4.3 Specified Inspection Period: Buyer shall have _____ (not applicable if the number of days is not inserted) calendar days after the date of acceptance of the contract by both parties to have inspections, environmental inspections, and/or tests completed. This time period shall be known as the Specified Inspection Period. The number of days for the Specified Inspection Period is a specific time frame agreed upon by the Seller and the Buyer. The number of days cannot be modified or waived except by a written agreement signed by both parties.

All requests to remedy shall be submitted to the Seller or Seller's Broker within the Specified Inspection Period. Time is of the essence in completing any of the inspections, tests, and/or reports.

The Buyer, at Buyer's expense, shall have the right and is strongly encouraged to have any and all inspections, tests, and/or reports conducted, including but not limited to the following:

- (a) Inspection or testing for radon
- (b) Inspection or testing for mold, and any other environmental test.
- (c) Inspection or testing for lead-based paint
- (d) Confirmation of the insurability of the premises with an insurance company of the Buyer's choice.
- (e) Inspection of the premises and all improvements, fixtures, and equipment.
- (f) A pest inspection for termite and wood destroying insects with a report provided on a FHA/VA approved form by a licensed Ohio Certified Pest (Termite) Control Applicator.
- (g) Inspection of the gas lines on the premises.
- (h) Inspection of the waste treatment systems and/or well systems by a local health authority or state EPA approved laboratory of the Buyer's choice.

With respect to housing constructed prior to January 1, 1978, the Buyer must be provided with the pamphlet entitled "Protect Your Family from Lead in Your Home" and the "Lead-Based Paint and Lead-Based Hazard Disclosure Form." Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present

exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

Lead poisoning in young children may produce permanent neurological damage including learning disability, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

4.4 If the Buyer is **not**, in good faith, satisfied with the condition of the premises as disclosed by the Buyer's inspections, tests, and/or reports provided for in paragraph 4.3, then the Buyer may elect to proceed under one of the following provisions, 4.4(a) or 4.4(b):

4.4(a) Agreement to Remedy Period: On or before the end of the Specified Inspection Period, the Buyer shall deliver to the Seller or the Seller's Broker a written request to remedy, signed by the Buyer, stating the unsatisfactory conditions, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions.

The Buyer and Seller shall have _____ calendar days, **after the end of the Specified Inspection Period**, to reach a written agreement regarding remedying the unsatisfactory conditions. This time period shall be known as the Agreement to Remedy Period. The number of days for the Agreement To Remedy Period is a specific time frame agreed upon by the Seller and the Buyer. The number of days cannot be modified or waived except by a written agreement signed by both parties. In the event the Buyer and Seller do **not** reach a written agreement regarding remedying the unsatisfactory conditions within the Agreement to Remedy Period, and the Buyer and Seller have **not** executed a written extension of the Agreement to Remedy Period, this contract shall terminate. Upon termination of the contract under this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

OR

Prior to the end of the Agreement to Remedy Period, the Buyer can, in writing, waive such request to remedy and proceed with the contract.

The commencement of the Agreement to Remedy Period does not obligate the Seller to reach an agreement with the Buyer.

The delivery by the Buyer of a written request to remedy any unsatisfactory conditions does not preclude the Buyer from later delivering a notice of termination as contemplated by paragraph 4.4(b) below during the Agreement to Remedy Period, unless the Buyer and Seller have reached a signed agreement regarding the Buyer's written request to remedy.

OR

4.4(b) Notice of Termination: Within the Specified Inspection Period or as provided in paragraph 4.4(a), the Buyer may terminate this contract by delivering written notice of termination to the Seller or Seller's Broker, along with a written copy of the inspections, tests, and/or reports, specifying the unsatisfactory conditions. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

FAILURE OF THE BUYER TO DELIVER WRITTEN NOTICE PURSUANT TO PARAGRAPHS 4.4(a) OR 4.4(b) CONSTITUTES ACCEPTANCE OF THE CONDITION OF THE PREMISES AND SHALL BE A WAIVER OF THE BUYER'S RIGHT TO TERMINATE PURSUANT TO THIS PROVISION.

5. Warranties:

5.1 Home Maintenance Plan: The Seller, at the Seller's expense not to exceed \$_____, shall provide a home maintenance plan from _____ (not applicable if plan name not inserted). The Broker may receive compensation in connection with the sale of the home maintenance plan.

5.2 Gas Line Warranty: The Seller at the Seller's expense not to exceed \$_____ (not applicable if the dollar amount is not inserted) shall provide a gas line warranty from a gas line repair company. Seller may obtain the gas line warranty from a vendor of the Seller's choice, unless Buyer specifies a specific vendor hereafter: _____.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat. In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat. The title evidence shall be certified to within thirty (30) calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer or Buyer's Broker, a copy of the Commitment referenced in Paragraph 7.1 above no later than fifteen (15) calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller or Seller's Broker, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3. Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller or Seller's Broker in writing of the objection by the earlier of: (i) the Closing date, or (ii) ten (10) days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within thirty (30) calendar days, remedy or remove any such defect, lien, encumbrance,

easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in

termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer or Buyer's Broker. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off record title matters in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 Any fees, except any initial reserves or capital contributions, including but not limited to any processing, expedite, delivery, or statement fees by any owner's association (condominium or otherwise), management company, or civic association that are charged in connection with the sale or transfer of the premises shall be paid by the Seller at closing.

9. Damage or Destruction of Premises:

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller. If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer and/or Buyer's Broker that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed. The written notice shall be delivered within two (2) calendar days from the date of the discovery of the damage or destruction. The Buyer may

(a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the premises, or

(b) rescind the contract by giving written notice to Seller and/or Seller's Broker within ten (10) calendar days after the Seller and/or Seller's Broker has delivered written notice to the Buyer and/or Buyer's Broker of such damage or destruction and thereby release all parties from liability, in which event the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

9.2 Failure by the Buyer to so notify the Seller and/or Seller's Broker in writing within the ten (10) calendar days, shall constitute an election by the Buyer to proceed with the transaction.

9.3 Failure by the Seller to provide the required written notice to the Buyer and/or Buyer's Broker shall result in the Buyer, upon discovery of the damage or destruction, having the right to insurance proceeds, reimbursement for repairs, or rescind this contract, in which case the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

10. Earnest Money Deposit:

Broker acknowledges receipt of the sum of \$ _____
by cash or check (check # _____) which shall be held, deposited and disbursed pursuant to
paragraph 10.

Brokerage _____, By _____, Date _____

10.1 The Buyer has deposited with a Broker the sum receipted for in the Earnest Money Deposit box in paragraph 10.

10.2 If no contract shall have been entered into, then upon the Buyer's written request, the earnest money deposit shall be returned to the Buyer.

10.3 Upon acceptance of this contract by both parties in writing, the Broker shall deposit the earnest money deposit in its trust account.

10.4 If any written contingency is not satisfied or waived, or if the Seller fails or refuses to perform or if the Buyer rescinds this contract pursuant to paragraph 9.1(b), the earnest money deposit shall be returned to the Buyer. If the Buyer fails or refuses to perform, the earnest money deposit shall be paid to the Seller. In any event, subject to collection by the Broker's depository, the earnest money deposit is to be disbursed as follows:

- (a) The transaction closes and the Broker disburses the earnest money to the Buyer or to the closing or escrow agent to be applied to the purchase price.
- (b) The parties provide the Broker with written instructions that both parties have signed that specify how the Broker is to disburse the earnest money and the Broker acts pursuant to those instructions.
- (c) The Broker receives a copy of a final court order that specifies to whom the earnest money is to be awarded and the Broker acts pursuant to the court order.
- (d) The earnest money becomes unclaimed funds as defined in division (M)(2) of section 169.02 of the Revised Code, and, after providing the notice that division (D) of section 169.03 of the Revised Code requires, the Broker has reported the unclaimed funds to the director of commerce pursuant to section 169.03 of the Revised Code and has remitted all of the earnest money to the director.
- (e) In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the Broker receives (1) written instructions signed by the parties specifying how the earnest money is to be disbursed or (2) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

10.5 The return or payment of the earnest money deposit shall in no way prejudice the rights of the Seller, Buyer, or Broker in any action for damages or specific performance.

11. NOTICES TO THE PARTIES:

11.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines. While the Broker possesses considerable general knowledge, the Broker is not an expert on matters of law, tax, financing, surveying, structural conditions, hazardous materials, environmental conditions, inspections, engineering, etc. The Broker hereby advises the parties, and the parties acknowledge that they should seek professional expert assistance and advice in these and other areas of professional expertise.

In the event the Broker provides to the parties names of companies or sources for such advice and assistance, the parties additionally acknowledge and agree that the Broker does not warrant, guarantee, or endorse the services and/or products of such companies or sources.

11.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

11.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller or the Seller's Broker, provided such document of rescission is delivered prior to all three of the following dates: (a) The date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer or the Buyer's Broker of the Property Disclosure Form or amendment of that form.

11.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller or any Broker involved in the transaction.

11.5 Concessions: Buyer and Seller authorize the Broker to report sales and financing concessions data to the MLS membership and MLS sold database as applicable and to provide this information to state licensed appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

12. Miscellaneous:

12.1 The Buyer has been given the opportunity to examine the premises and in making this offer shall rely solely upon the Buyer's inspections and/or tests with reference to the condition, character, and size of the premises.

12.2 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in a writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in a writing signed by the party giving such notice.

12.3 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written

agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only, and shall not reduce the effect of this paragraph as to any other provision of this contract.

12.4 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

12.5 Term Definition: The term "Broker" shall include, without limitation, Broker and/or Broker's agents and shall include collectively, except where the context clearly indicates otherwise, both the Seller's Broker and the Buyer's Broker, if different.

12.6 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. Only original, manual signed documents shall be valid for deeds or other documents to be delivered at closing. For the purposes of this provision, "contract documents" do not include voice mail or email messages.

12.7 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

13. Closing and Possession:

13.1 Closing: This contract shall be performed and this transaction closed on or before see addendum unless the parties agree in writing to an extension. Buyer shall have the right to conduct a walk-through inspection of the premises within 48 (not applicable if the number of hours is not inserted) hours before the transaction closing. However, this shall impose no additional obligations to the Seller provided the premises are in the same condition as they were on the date of this contract, or as otherwise agreed.

13.2 Possession: Seller is entitled to possession through Closing. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.3 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through 09/03/2013 at 5:00pm.

Premises Address: 3465 Grove City Rd., Grove City OH 43123 page 10 of 10

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____

Print Name: _____

Date Signed: _____

Signature: _____

Print Name: _____

Date Signed: _____

Address: _____

Phone #: _____

Deed to: _____

Attorney: Stephen J Smith

Ofc. #: 614-580-0523

Fax #: _____

Email: sjsmith@fbtlaw.com

Broker: _____

Broker Number: _____

Ofc. #: _____

Fax #: _____

Address: _____

Agent: _____

Agent File Number: _____

Phone #: _____

Alternate Phone #: _____

Fax #: _____

Email: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____

Print Name: _____

Date Signed: _____

Signature: _____

Print Name: _____

Date Signed: _____

Address: _____

Phone #: _____

Attorney: _____

Ofc. #: _____

Fax #: _____

Email: _____

Broker: Keller Williams Classic Prop

Broker Number: 10383

Ofc. #: _____

Fax #: _____

Address: _____

Agent: The Mike Laemmle Team

Agent File Number: 2003013288

Phone #: 614-594-0091

Alternate Phone #: _____

Fax #: 614-474-8522

Email: mllaemmle@yahoo.com

REV 01/13

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This form is licensed for use to: **Michael Laemmle**

Date: 09/11/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense: _____

No.: CR-43-13
1st Reading: 09/16/13
Public Notice: 0 / /13
2nd Reading: 0 / /13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION CR-43-13

A RESOLUTION APPROVING THE CONTRACT FOR THE CONSTRUCTION OF RESTROOMS AT FRYER PARK AS REQUIRED BY SECTION 139.05F7 OF THE CODIFIED ORDINANCES OF GROVE CITY, OHIO

WHEREAS, Council enacted Ordinance C-14-11 which established a Design-Build project delivery system and procedure; and

WHEREAS, Council approved the use of the Design-Build Project Delivery System for the construction of restrooms at Fryer Park by Resolution CR-32-13 on June 7, 2013; and

WHEREAS, as required by Section 139.05F(7), Council must approve the Contract received by Palmetto Construction Services, LLC in order to proceed with this project.

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

SECTION 1. Council hereby approves the Contract with Palmetto Construction Services, LLC pursuant to Section 139.05F(7) for the construction of the restrooms at Fryer Park.

SECTION 2. The resolution shall take effect at the earliest opportunity afforded 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

**CR-43-13
Exhibit "A"**

TABLE OF ARTICLES

1. AGREEMENT
2. GENERAL PROVISIONS
3. DESIGN-BUILDER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. SUBCONTRACTS
6. CONTRACT TIME
7. CONTRACT PRICE
8. CHANGES IN THE WORK
9. PAYMENT
10. INDEMNITY, INSURANCE, AND BONDS
11. SUSPENSION, NOTICE TO CURE, AND TERMINATION
12. DISPUTE MITIGATION OR RESOLUTION
13. MISCELLANEOUS
14. CONTRACT DOCUMENTS
AMENDMENT 1

ARTICLE 1 AGREEMENT

Job Number: [REDACTED] Account Code: [REDACTED]

This Agreement is made this [REDACTED] Day of September in the year 2013, by and between the

OWNER: The City of Grove City; ATTN: Kim Conrad, Director of Parks and Recreation, 4035 Broadway, Grove City, Ohio 43123
and the

DESIGN-BUILDER: Palmetto Construction Services, LLC; ATTN: Jerry Diodore, Principal, 892 Scott Street, Columbus, Ohio, 43222.

Tax identification number (TIN): 27-2790089

Contractor Licensing No., if applicable: [REDACTED]

Design Professional Licensing No. in the State of the Project: [REDACTED]

for services in connection with the following:

PROJECT: Fryer Park Restroom/Concession Building Design-Build Project

Notice to the Parties shall be given at the above addresses.

ARTICLE 2 GENERAL PROVISIONS

2.1. TEAM RELATIONSHIP The Parties each agree to proceed with the Project on the basis of trust, good faith, and fair dealing. The Design-Builder agrees to furnish or procure, as permitted by Law, the architectural and engineering services set forth below and the construction and administration of the Work.

2.1.1. The Design-Builder represents that it is an independent contractor and that it is familiar with the type of work it is undertaking.

2.1.2. Neither the Design-Builder nor any of its agents or employees shall act on behalf of or in the name of the Owner unless authorized in writing by the Owner's Representative.

2.1.3. **ETHICS** The Parties shall perform their obligations with integrity, ensuring at a minimum that each: (a) avoids conflicts of interest or promptly discloses any to the other Party, and (b) warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the

other Party, including its agents, officers and employees, Subcontractors, or others for whom they may be liable, to secure preferential treatment.

2.2. DESIGN PROFESSIONAL Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, as permitted by the Law. The person or entity providing architectural and engineering services shall be referred to as the Design Professional.

2.2.1. STANDARD OF CARE The Design Professional shall furnish and provide the architectural and engineering services necessary to design the Project in accordance with the Owner's requirements, as outlined in the Owner's Program and other relevant data defining the Project. The architectural and engineering services shall be performed in accordance with the standard of professional skill and care required for a Project of similar size, scope, and complexity, during the time in which the Services are provided.

2.2.2. If the Design Professional is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Design-Builder and the Design Professional. The Design Professional for the Project is [REDACTED].

2.3. DEFINITIONS

2.3.1. "Agreement" means this ConsensusDocs 415 Standard Design-Build Agreement and General Conditions Between Owner and Design-Builder (Lump Sum Price), as modified, amendments, exhibits, addenda, and attachments made part of this Agreement upon its execution.

EXHIBIT A: Agreement establishing Fast-Track Approach and Schedule of the Work, [REDACTED] pages.

EXHIBIT B: Basis of Design/Owner's Program.

EXHIBIT C: Labor Relations.

2.3.2. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.3.3. A "Change Order" is a written order signed by the Owner and the Design-Builder after execution of this Agreement, indicating changes in the scope of the Work or Contract Time, including substitutions proposed by the Design-Builder and accepted by the Owner.

2.3.4. The "Contract Documents" consist of those documents identified in section 14.1.

2.3.5. The "Contract Time" is the period between the Date of Commencement and Final Completion.

2.3.6. "Day" means calendar day.

2.3.7. "Date of Commencement" is as provided for in section 6.1.

2.3.8. "Defective Work" is any portion of the Work not in conformance to the requirements of the Contract Documents.

2.3.9. "Final Completion" occurs on the date when the Design-Builder's obligations under this Agreement are complete and accepted by the Owner and final payment becomes due and payable.

2.3.10. "Laws" means federal, state, and local laws, ordinances, codes, rules, and regulations applicable to the Work with which the Design-Builder must comply that are enacted as of the Agreement date.

2.3.11. A "Material Supplier" is a person or entity retained by the Design-Builder to provide material and equipment for the Work.

2.3.12. "Others" means other contractors and all persons at the Worksite who are not employed by the Design-Builder, its Subcontractors, or Material Suppliers.

2.3.13. "Overhead" shall mean (a) payroll costs and other compensation of Design-Builder's employees in the Design-Builder's principal and branch offices; (b) general and administrative

expenses of the Design-Builder's principal and branch offices including charges against the Design-Builder for delinquent payments; and (c) the Design-Builder's capital expenses, including interest on capital used for the Work.

2.3.14. The "Owner" is the person or entity identified in ARTICLE 1, and includes the Owner's representative.

2.3.15. The "Owner's Program" is a description of the Owner's objectives, budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements, together with Schematic Design Documents which shall include drawings, outline specifications, and other conceptual documents illustrating the Project's basic elements, scale, and their relationship to the Worksite.

2.3.16. The "Parties" are collectively the Owner and Design-Builder.

2.3.17. The "Project," as identified in ARTICLE 1, is the building, facility, or other improvements for which the Design-Builder is to perform the Work under this Agreement. It may also include improvements to be undertaken by the Owner or Others.

2.3.18. A "Subcontractor" is a person or entity retained by the Design-Builder as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Design Professional or any separate contractor employed by the Owner or any separate contractor's subcontractors.

2.3.19. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Project, or a designated portion, for the use for which it is intended, without unscheduled disruption. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Design-Builder's control. This date shall be confirmed by a certificate of Substantial Completion signed by the Owner and Design-Builder. The certificate shall state the respective responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work, and insurance. The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction within the timeframe, if any, established in subsection 6.2.3 for the Date of Final Completion.

2.3.20. A "Subsubcontractor" is a party or entity who has an agreement with a Subcontractor or other Subsubcontractor to perform any portion of the Subcontractor's work.

2.3.21. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States Secretary of Treasury as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

2.3.22. The "Work" is the design services procured in accordance with section 3.1, the construction services provided in accordance with section 3.2, additional services in accordance with section 3.9, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

2.3.23. "Worksite" means the geographical area of the Project location mentioned in ARTICLE 1 where the Work is to be performed.

ARTICLE 3 DESIGN-BUILDER'S RESPONSIBILITIES

The Design-Builder shall be responsible for procuring or furnishing the design and for the construction of the Work consistent with the Owner's Program. The Design-Builder shall exercise reasonable skill and judgment in the performance of the Work.

3.1. DESIGN SERVICES Pursuant to a mutually agreeable schedule, the Design-Builder shall submit for the Owner's written approval, as applicable, Design Development Documents or Construction Documents, based on the Contract Documents in existence at the time of the execution of this Agreement or any further development of Contract Documents that have been approved in writing by the Owner.

3.1.1. If required, the Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size and character as to site utilization, and other appropriate elements incorporating the structural, architectural, mechanical, and electrical systems. When the Design-Builder submits the Design Development Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Design Development Documents approved by the Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion.

3.1.2. The Construction Documents shall set forth in detail the requirements for construction of the Work, and shall be based upon codes, laws, or regulations enacted at the time of their preparation. When the Design-Builder submits the Construction Documents, the Design-Builder shall identify in writing all material changes and deviations that have taken place from the Design Development Documents or the Contract Documents in existence at the time of the execution of this Agreement. Any changes in the Work contained in the Construction Documents approved by the Owner shall result in a Change Order pursuant to ARTICLE 8 adjusting the Contract Price or the Date of Substantial Completion or the Date of Final Completion. Construction shall be in accordance with the approved Construction Documents. One set of these documents shall be furnished to the Owner before commencing construction.

3.1.3. OWNERSHIP OF DOCUMENTS

3.1.3.1. OWNERSHIP OF TANGIBLE DOCUMENTS The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data, and information (hereinafter "Documents") prepared, provided or procured by the Design-Builder, its Design Professional, Subcontractors, or consultants and distributed to the Owner for this Project, upon the making of final payment to the Design-Builder or in the event of termination under ARTICLE 11, upon payment for all sums due to Design-Builder pursuant to ARTICLE 11.

3.1.3.2. COPYRIGHT The Parties agree that Owner x shall/ [] shall not obtain ownership of the copyright of all Documents. The Owner's acquisition of the copyright for all Documents shall be subject to the making of payments as required by subsection 3.1.3.1 and the payment of the fee reflecting the agreed value of the copyright set forth below:

3.1.3.3. USE OF DOCUMENTS IN EVENT OF TERMINATION In the event of a termination of this Agreement pursuant to ARTICLE 11, the Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project, regardless of whether there has been a transfer of copyright under subsection 3.1.3.1, provided payment has been made pursuant to subsection 3.1.3.1

3.1.3.4. OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT After completion of the Project, the Owner may reuse, reproduce, or make derivative works from the Documents.

3.1.3.5. DESIGN-BUILDER'S USE OF DOCUMENTS Where the Design-Builder has transferred its copyright interest in the Documents under subsection 3.1.3.1, the Design-Builder may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

3.1.3.6. The Design-Builder shall obtain from its Design Professional, Subcontractors, and consultants rights and rights of use that correspond to the rights given by the Design-Builder to the Owner in this Agreement, and the Design-Builder shall provide evidence that such rights have been secured.

3.2. CONSTRUCTION SERVICES

3.2.1. Construction will commence upon the issuance by the Owner of a written notice to proceed.

3.2.2. In order to complete the Work, the Design-Builder shall provide all necessary construction supervision, inspection, construction equipment, construction labor, materials, tools, and subcontracted items.

3.2.3. **COMPLIANCE WITH LAWS** The Design-Builder shall give all notices and comply with all Laws at its own costs. The Design-Builder shall be liable to the Owner for all loss, cost, and expense attributable to any acts or omissions by the Design-Builder, its employees, subcontractors, and agents resulting from the failure to comply with Laws, including fines, penalties, or corrective measures. However, liability under this subsection shall not apply if notice to Owner was given, and advance approval by appropriate authorities, including the Owner, is received.

3.2.4. The Design-Builder shall maintain the Schedule of Work. This schedule shall indicate the dates for the start and completion of the various stages of the construction, including the dates when information and approvals are required from the Owner. It shall be revised as required by the conditions of the Work.

3.2.5. The Design-Builder shall obtain and the Owner shall pay, in addition to the Contract Price, for the building permits necessary for the construction of the Project.

3.2.6. The Design-Builder shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The Owner shall be afforded access to all the Design-Builder's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to Change Order work performed on the basis of actual cost. The Design-Builder shall preserve all such records for a period of three years after the final payment or longer where required by law.

3.2.7. The Design-Builder shall provide periodic written reports to the Owner on the progress of the Work in such detail as is required by the Owner and as agreed to by the Owner and Design-Builder.

3.2.8. The Design-Builder shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, the Design-Builder shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The Design-Builder shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, the Design-Builder shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

3.2.9. The Design-Builder shall prepare and submit to the Owner either:

- ☐ final marked up as-built drawings
- ☐ updated electronic data

that generally document how the various elements of the Work including changes were actually constructed or installed, or as defined by the Parties by attachment to this Agreement.

3.3. **SCHEDULE OF THE WORK** The Design-Builder shall prepare and submit a Schedule of Work for the Owner's acceptance and written approval as to milestone dates. This schedule shall indicate the commencement and completion dates of the various stages of the Work, including the dates when information and approvals are required from the Owner. The Schedule shall be revised as required by the conditions of the Work.

3.4. SAFETY OF PERSONS AND PROPERTY

3.4.1. **SAFETY PRECAUTIONS AND PROGRAMS** The Design-Builder shall have overall responsibility for safety precautions and programs in the performance of the Work. However, such obligation does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with the provisions of Laws.

3.4.2. The Design-BUILDER shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

3.4.2.1. its employees and other persons at the Worksite;

3.4.2.2. materials, supplies, and equipment stored at the Worksite for use in performance of the Work; and

3.4.2.3. the Project and all property located at the Worksite and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Work.

3.4.3. **DESIGN-BUILDER'S SAFETY REPRESENTATIVE** The Design-BUILDER shall designate an individual at the Worksite in the employ of the Design-BUILDER who shall act as the Design-BUILDER's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Design-BUILDER in writing to the Owner, the designated safety representative shall be the Design-BUILDER's project superintendent. The Design-BUILDER will report immediately in writing all accidents and injuries occurring at the Worksite to the Owner. When the Design-BUILDER is required to file an accident report with a public authority, the Design-BUILDER shall furnish a copy of the report to the Owner.

3.4.4. The Design-BUILDER shall provide the Owner with copies of all notices required of the Design-BUILDER by Law. The Design-BUILDER's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction over the Work.

3.4.5. Damage or loss not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of the Design-BUILDER, or anyone for whose acts the Design-BUILDER may be liable, shall be promptly remedied by the Design-BUILDER. Damage or loss attributable to the acts or omissions of the Owner or Others and not to the Design-BUILDER shall be promptly remedied by the Owner.

3.4.6. If the Owner deems any part of the Work or Worksite unsafe, the Owner, without assuming responsibility for the Design-BUILDER's safety program, may require the Design-BUILDER to stop performance of the Work or take corrective measures satisfactory to the Owner, or both. If the Design-BUILDER does not adopt corrective measures, the Owner may perform them and reduce the amount of the Contract Price by the costs of the corrective measures. The Design-BUILDER agrees to make no claim for damages, for an adjustment in the Contract Price or the Date of Substantial Completion or the Date of Final Completion based on the Design-BUILDER's compliance with the Owner's reasonable request.

3.5. **EMERGENCIES** In any emergency affecting the safety of persons or property, the Design-BUILDER shall act in a reasonable manner to prevent threatened damage, injury, or loss. Any change in the Contract Price, the Date of Substantial Completion, or the Date of Final Completion, and if appropriate the compensation for Design Phase services, on account of emergency work shall be determined as a Change Order.

3.6. **HAZARDOUS MATERIAL**

3.6.1. A Hazardous Material is any substance or material identified now or in the future as hazardous under any Laws, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal, or clean-up. The Design-BUILDER shall not be obligated to commence or continue Work until all Hazardous Material discovered at the Worksite has been removed, rendered, or determined to be harmless by the Owner as certified by an independent testing laboratory and approved by the appropriate government agency.

3.6.2. If after commencing the Work, Hazardous Material is discovered at the Project, the Design-BUILDER shall be entitled to immediately stop Work in the affected area. The Design-BUILDER shall report the condition to the Owner and, if required, the government agency with jurisdiction.

3.6.3. The Design-BUILDER shall not be required to perform any Work relating to or in the area of Hazardous Material without written mutual agreement.

3.6.4. The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Work of the Design-Builder. The Design-Builder shall resume Work in the area affected by any Hazardous Material only upon written agreement between the Parties after the Hazardous Material has been removed or rendered harmless and only after approval, if necessary, of the governmental agency or agencies with jurisdiction.

3.6.5. If the Design-Builder incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price or the date of Substantial Completion.

3.6.6. To the extent not caused by the negligent acts or omissions of the Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, the Owner shall indemnify and hold harmless the Design-Builder, its Subcontractors and Subsubcontractors, and the agents, officers, directors, and employees of each of them, from and against all claims, damages, losses, costs, and expenses, including but not limited to reasonable attorneys' fees, costs, and expenses incurred in connection with any dispute resolution process, to the extent permitted pursuant to section 6.2, arising out of or relating to the performance of the Work in any area affected by Hazardous Material.

3.6.7. Material Safety Data (MSD) sheets as required by law and pertaining to materials or substances used or consumed in the performance of the Work, whether obtained by the Design-Builder, Subcontractors, the Owner or Others, shall be maintained at the Project by the Design-Builder and made available to the Owner and Subcontractors.

3.6.8. During the Design-Builder's performance of the Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Worksite by the Design-Builder. Upon the issuance of the Certificate of Substantial Completion, the Owner shall be responsible under this section for materials and substances brought to the site by the Design-Builder if such materials or substances are required by the Contract Documents.

3.6.9. Section 3.6 shall survive the completion of the Work under this Agreement or any termination of this Agreement.

3.7. WARRANTY

3.7.1. The Design-Builder warrants that all materials and equipment furnished under this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion.

3.7.2. The Design-Builder shall secure required certificates of inspection, testing, or approval and deliver them to the Owner.

3.7.3. The Design-Builder shall collect all written warranties and equipment manuals and deliver them to the Owner in a format directed by the Owner.

3.7.4. With the assistance of the Owner's maintenance personnel, the Design-Builder shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.8. CORRECTION OF WORK WITHIN ONE YEAR

3.8.1. If, prior to Substantial Completion and within one year after the date of Substantial Completion of the Work or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents, any Defective Work is found, the Owner shall promptly notify the Design-Builder in writing. Unless the Owner provides written acceptance of the condition, the Design-Builder shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the one-year correction period the Owner discovers and does not promptly notify the Design-Builder or give the Design-Builder an opportunity to test or correct Defective Work as reasonably requested by the Design-Builder, the Owner waives the Design-

Builder's obligation to correct that Defective Work as well as the Owner's right to claim a breach of the warranty with respect to that Defective Work.

3.8.2. With respect to any portion of Work first performed after Substantial Completion, the one-year correction period shall be extended by the period of time between Substantial Completion and the actual performance of the later Work. Correction periods shall not be extended by corrective work performed by the Design-Builder.

3.8.3. If the Design-Builder fails to correct Defective Work within a reasonable time after receipt of written notice from the Owner prior to final payment, the Owner may correct it in accordance with the Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting such deficiencies from payments then or thereafter due the Design-Builder. If payments then or thereafter due Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

3.8.4. The Design-Builder's obligations and liability, if any, with respect to any Defective Work discovered after the one-year correction period shall be determined by the Law. If, after the one-year correction period but before the applicable limitation period has expired, the Owner discovers any Work which the Owner considers Defective Work, the Owner shall, unless the Defective Work requires emergency correction, promptly notify the Design-Builder and allow the Design-Builder an opportunity to correct the Work if the Design-Builder elects to do so. If the Design-Builder elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from the Owner and shall complete the correction of Work within a mutually agreed timeframe. If the Design-Builder does not elect to correct the Work, the Owner may have the Work corrected by itself or Others, and, if the Owner intends to seek recovery of those costs from the Design-Builder, the Owner shall promptly provide the Design-Builder with an accounting of the correction costs it incurs.

3.8.5. If the Design-Builder's correction or removal of Defective Work causes damage to or destroys other completed or partially completed Work or existing buildings, the Design-Builder shall be responsible for the cost of correcting the destroyed or damaged property.

3.8.6. The one-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of the Design-Builder's other obligations under the Contract Documents.

3.8.7. Prior to final payment, at the Owner's option and with the Design-Builder's agreement, the Owner may elect to accept Defective Work rather than require its removal and correction. In such case the Contract Price shall be equitably adjusted for any diminution in the value of the Project caused by such Defective Work.

3.9. **ADDITIONAL SERVICES** The Design-Builder shall provide or procure the following Additional services upon the request of the Owner. A written agreement between the Owner and Design-Builder shall define the extent of such Additional services. Such Additional services shall be considered a Change in the Work, unless they are specifically included in sections 3.1 or 3.2.

3.9.1. consultations, negotiations, and documentation supporting the procurement of Project financing;

3.9.2. inventories of existing furniture, fixtures, furnishings, and equipment which might be under consideration for incorporation into the Work;

3.9.3. interior design and related services including procurement and placement of furniture, furnishings, artwork, and decorations;

3.9.4. making revisions to design documents after they have been approved by the Owner when revisions are due to causes beyond the control of the Design-Builder. Causes beyond the control of the Design-Builder do not include acts or omissions on the part of Subcontractors, Subsubcontractors, or the Design Professional;

3.9.5. estimates, proposals, appraisals, consultations, negotiations, and services in connection with the repair or replacement of an insured loss, provided such repair or replacement did not result from the negligence of the Design-Builder;

- 3.9.6. obtaining service contractors and training maintenance personnel;
- 3.9.7. services for tenant or rental spaces not a part of this Agreement;
- 3.9.8. services requested by the Owner or required by the Work which are not specified in the Contract Documents and which are not normally part of generally accepted design and construction practice;
- 3.9.9. providing services relating to Hazardous Material discovered at the Worksite; and

3.10. DESIGN-BUILDER'S REPRESENTATIVE The Design-Builder shall designate a person who shall be the Design-Builder's authorized representative. The Design-Builder's Representative is [REDACTED].

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1. INFORMATION AND SERVICES PROVIDED BY OWNER

The Owner's responsibilities under this article shall be provided with reasonable detail and in a timely manner.

4.2. FINANCIAL INFORMATION Before commencing the Work and thereafter at the written request of the Design-Builder, the Owner shall provide the Design-Builder evidence of Project financing. Evidence of such financing shall be a condition precedent to the Design-Builder's commencing or continuing the Work.

4.3. MECHANICS AND CONSTRUCTION LIEN INFORMATION Within seven (7) Days after receiving the Design-Builder's written request, the Owner shall provide the Design-Builder with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include the Owner's interest in the real property on which the Project is located and the record legal title.

4.4. RESPONSIBILITIES DURING DESIGN

4.4.1. The Owner shall review and approve further development of the drawings and specifications as set forth in ARTICLE 3.

4.5. RESPONSIBILITIES DURING CONSTRUCTION

4.5.1. The Owner shall review the Schedule of Work, timely approve milestone dates set forth, and timely respond to its obligations.

4.5.2. If the Owner becomes aware of any error, omission, or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the Owner shall give notice to the Design-Builder. The failure of the Owner to give such notice shall not relieve the Design-Builder of its obligations to fulfill the requirements of the Contract Documents.

4.5.3. The Owner shall have no contractual obligations to Subcontractors, suppliers, or the Design Professional.

4.6. OWNER'S REPRESENTATIVE The Owner's representative is Kim Conrad, Director of Parks and recreation. The representative:

4.6.1. shall be fully acquainted with the Project;

4.7. TAX EXEMPTION If in accordance with the Owner's direction the Design-Builder claims an exemption for taxes, the Owner shall indemnify and hold the Design-Builder harmless from all liability, penalty, interest, fine, tax assessment, attorneys' fees, or other expense or cost incurred by the Design-Builder as a result of any action taken by the Design-Builder in accordance with the Owner's direction.

ARTICLE 5 SUBCONTRACTS

Work not performed by the Design-Builder with its own forces shall be performed by Subcontractors or the Design Professional.

5.1. **RETAINING SUBCONTRACTORS** The Design-Builder shall not retain any Subcontractor to whom the Owner has a reasonable and timely objection, provided that the Owner agrees to increase the Contract Price for any additional costs incurred by the Design-Builder as a result of such objection that occurs after the Contract is executed. The Owner may propose subcontractors to be considered by the Design-Builder. The Design-Builder shall not be required to retain any subcontractor to whom the Design-Builder has a reasonable objection.

5.2. **MANAGEMENT OF SUBCONTRACTORS** The Design-Builder shall be responsible for the management of the Subcontractors in the performance of their work.

5.3. CONTINGENT ASSIGNMENT OF SUBCONTRACT AGREEMENTS

5.3.1. If this Agreement is terminated, each subcontract agreement may be assigned by the Design-Builder to the Owner at the Owner's option, subject to the prior rights of any surety, provided that:

5.3.1.1. this Agreement is terminated by the Owner pursuant to sections 11.2 or 0; and

5.4. **BINDING OF SUBCONTRACTORS AND MATERIAL SUPPLIERS** The Design-Builder agrees to bind every Subcontractor and Material Supplier (and require every Subcontractor to so bind its Subsubcontractors and Material Suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the Subcontractors' and Material Suppliers' portions of the Work.

ARTICLE 6 CONTRACT TIME

6.1. **DATE OF COMMENCEMENT** The Date of Commencement is the Agreement date in ARTICLE 1 unless otherwise set forth below. The Work shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to other provisions of this Agreement.

6.2. SUBSTANTIAL COMPLETION/FINAL COMPLETION

6.2.1. Substantial Completion of the Work shall be achieved in [] ([]) Days from the Date of Commencement. Unless otherwise specified, the Work shall be finally complete within [] ([]) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.2. Time is of the essence for this Agreement and Contract Documents.

6.2.3. The Date of Final Completion of the Work is [] or within [] ([]) Days after the Date of Substantial Completion, subject to adjustments as provided for in the Contract Documents.

6.2.4. Unless instructed by the Owner in writing, the Design-Builder shall not knowingly commence the Work before the effective date of insurance that is required to be provided by the Design-Builder and the Owner.

6.3. DELAYS AND EXTENSIONS OF TIME

6.3.1. If the Design-Builder is delayed at any time in the commencement or progress of the Work by any cause that is the proximate result of the Design-Builder, the Design-Builder shall be entitled to an equitable extension of the Date of Substantial Completion or the Date of Final Completion. The Design-Builder shall process any requests for equitable extensions of the Date of Substantial Completion or the Date of Final Completion in accordance with the provisions of ARTICLE 8.

6.3.2. In addition, if the Design-Builder incurs additional costs as a result of a delay that is caused by acts or omissions of the Owner, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price subject to Section 6.2 and Article 8.

6.3.3. In the event delays to the project are encountered for any reason, the Parties agree to undertake reasonable steps to mitigate the effect of such delays.

6.3.4. Notice of Delays. As a condition precedent to any increase in the Contract Price and/or Contract Times, the Design-Builder shall give the City verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and as a condition precedent to any increase in the Contract Price and/or Contract Times, the Design-Builder shall give the City written notice of the delay within ten (10) business days of the commencement of the delay with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a "NOTICE OF DELAY." A notice of a delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in accordance with Article 8. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

6.1. LIQUIDATED DAMAGES

6.1.1. SUBSTANTIAL COMPLETION The Owner and the Design-Builder agree that this Agreement x shall/ [] shall not provide for the imposition of liquidated damages based on the Date of Substantial Completion.

6.1.1.1. The Design-Builder understands that if the Date of Substantial Completion established by Section 6.2, as may be amended by subsequent Change Order, is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Substantial Completion is not attained, the Design-Builder shall pay the Owner , and the City may set off against any remaining Contract funds if so inclined, five hundred dollars (\$500) as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Date of Substantial Completion. In addition to the Liquidated Damages, the Design-Builder shall indemnify, defend, and hold the Owner harmless from any and all extra costs, losses, expenses, claims, penalties, including attorneys' and consultants' fees arising from the Design-Builder's failure to complete the work by the Date of Substantial Completion.

6.1.2. FINAL COMPLETION The Owner and the Design-Builder agree that this Agreement x shall/ [] shall not provide for the imposition of liquidated damages based on the Date of Final Completion.

6.1.2.1. The Design-Builder understands that if the Date of Final Completion established by Section 6.2 is not attained, the Owner will suffer damages which are difficult to determine and accurately specify. The Design-Builder agrees that if the Date of Final Completion is not attained, the Design-Builder shall pay the Owner two hundred dollars (\$200) as liquidated damages for each Day that Final Completion extends beyond the Date of Final Completion. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages of whatsoever nature incurred by the Owner which are occasioned by any delay in achieving the Date of Final Completion.

6.2. LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for damages mutually agreed upon by the Parties as liquidated damages in section 6.1 and excluding losses covered by insurance required by the Contract Documents, the Owner and the Design-Builder agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement, except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit, or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of reputation, or insolvency. The Design-Builder

agrees to waive damages including but not limited to loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency.

- 6.2.1. The provisions of this section shall also apply to the termination of this Agreement and shall survive such termination. The Owner and the Design-Builder shall require similar waivers in contracts with Subcontractors and Others retained for the Project.

ARTICLE 7 CONTRACT PRICE

The Contract Price is [REDACTED] dollars (\$[REDACTED]) subject to adjustment in accordance with the provisions of ARTICLE 8.

ARTICLE 8 CHANGES IN THE WORK

Changes in the Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by Change Order, Interim Directed Change, or a minor change in the Work, subject to the limitations stated in the Contract Documents.

8.1. CHANGE ORDERS

8.1.1. The Design-Builder may request or the Owner, without invalidating this Agreement and without notice to the Surety, may order changes in the Work within the general scope of the Contract Documents consisting of adjustment to the Contract Price or the Date of Substantial Completion or the Date of Final Completion. All such changes in the Work shall be authorized by applicable Change Order, and processed in accordance with this article. Each adjustment in the Contract Price resulting from a Change Order shall clearly separate the amount attributable to Design services.

8.1.2. The Owner and the Design-Builder shall negotiate an appropriate adjustment to Contract Price or the Date of Substantial Completion or the Date of Final Completion in good faith and conclude negotiations as expeditiously as possible.

8.1.3. NO OBLIGATION TO PERFORM The Design-Builder shall not be obligated to perform changes in the Work until a Change Order has been executed or a written Interim Directed Change has been issued.

8.2. INTERIM DIRECTED CHANGE

8.2.1. The Owner may issue a written Interim Directed Change directing a change in the Work prior to reaching agreement with the Design-Builder on the adjustment, if any, in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services.

8.2.2. The Owner and the Design-Builder shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate the compensation for Design services, arising out of Interim Directed Changes. As the changed work is completed, the Design Builder shall submit its costs for such work with its Application for Payment beginning with the next Application for Payment within thirty (30) Days of the issuance of the Interim Directed Change. Pending final determination of cost to the Owner, amounts not in dispute may be included in Applications for Payment and shall be paid by Owner.

8.2.3. If the Owner and the Design-Builder agree upon the adjustments in the Contract Price or the Date of Substantial Completion or the Date of Final Completion, and if appropriate, the compensation for Design services, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of an appropriate Change Order. The Change Order shall include all outstanding Change Directives issued since the last Change Order.

8.3. MINOR CHANGES IN THE WORK

8.3.1. The Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents which do not involve an adjustment in the

Contract Price or the Date of Substantial Completion or the Date of Final Completion; and do not materially and adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Contract Documents, the performance of any materials, equipment, or systems specified in the Contract Documents, or the quality of workmanship required by the Contract Documents.

8.3.2. The Design-Builder shall promptly inform the Owner in writing of any such changes and shall record such changes on the Design-Build Documents maintained by the Design-Builder.

8.4. DETERMINATION OF COST

8.4.1. An increase or decrease in the Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

8.4.1.1. unit prices set forth in this Agreement or as subsequently agreed;

8.4.1.2. a mutually accepted, itemized lump sum; or

8.4.1.3. if an increase or decrease cannot be agreed to as set forth in subsection 8.4.1.1 or 8.4.1.2 and the Owner issues a written order for the Design-Builder to proceed with the change, the adjustment in the Contract Price shall be determined by the reasonable expense incurred and savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, a reasonable adjustment shall be made in the Design-Builder's overhead and profit not exceed 7%. The Design-Builder shall maintain documented, itemized accounting evidencing the expenses and savings.

8.4.2. If the Owner and the Design-Builder disagree as to whether work required by the Owner is within the scope of the Work, the Design-Builder shall furnish the Owner with an estimate of the costs to perform the disputed work in accordance with the Owner's interpretations. If the Owner issues a written order for the Design-Builder to proceed, the work. In such event, both Parties reserve their rights as to whether the work was within the scope of the Work. The Owner's payment, if any, does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of Work. The Design-Builder's receipt of payment for the disputed work, if any, does not prejudice its right to receive full payment for the disputed work should it be determined that the disputed work is not within the scope of the Work.

8.5. CONCEALED OR UNKNOWN SITE CONDITIONS If the conditions encountered at the Worksite are (a) subsurface or other physical conditions materially different from those indicated in the Contract Documents, or (b) unusual and unknown physical conditions materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, the Design-Builder shall stop affected Work after the condition is first observed and give prompt written notice of the condition to the Owner and the Design Professional. The Design-Builder shall not be required to perform any Work relating to the unknown condition without the written mutual agreement of the Parties. The Owner shall investigate the condition and determine a plan for mitigating costs associated with overcoming the unknown condition, which may include terminating the project for convince of the Owner. The Design-Builder shall provide Owner with written notice of any claims arising from the Unknown Conditions within the time period set forth in Section 8.6.

8.6. CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the Contract Price or an extension in the Date of Substantial Completion or the Date of Final Completion, the Design-Builder shall give the Owner written notice of the claim within twenty-one (21) Days after the occurrence giving rise to the claim. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the Owner, but which do not proceed, shall be made within twenty-one (21) Days after the decision is made not to proceed. Thereafter, the Design-Builder shall submit written documentation of its claim, including appropriate supporting documentation, within twenty-one (21) Days after giving notice and using the Statement of Claim Form included with the Contract Documents, unless the Parties mutually agree upon a longer period of time. Failure to submit the statement of claim for will act as a waiver of the Design-Builder's claims. The Owner may request additional supporting documentation and conduct an investigation into the claim; and, shall respond in writing denying or approving the Design-Builder's claim

in a reasonable amount of time after receipt of the Design-Builder's documentation of claim and conclusion of the investigation. Owner's failure to so respond shall be deemed a denial of the Design-Builder's claim. Any change in Contract Price or the Date of Substantial Completion or the Date of Final Completion resulting from such claim shall be authorized by Change Order.

8.7. INCIDENTAL CHANGES The Owner may direct the Design-Builder to perform incidental changes in the Work upon concurrence with the Design-Builder that such changes do not involve adjustments in the Cost of the Work or Contract Time. Incidental changes shall be consistent with the scope and intent of the Contract Documents. The Owner shall initiate an incidental change in the Work by issuing a written order to the Design-Builder. Such written notice shall be carried out promptly and is binding on the Parties.

ARTICLE 9 PAYMENT

9.1. PROGRESS PAYMENT

9.1.1. Prior to submitting the first application for payment, the Design-Builder shall provide a Schedule of Values satisfactory to the Owner, consisting of a breakdown of the Contract Price, with a separate line item for Design services.

9.1.2. On or before the [] Day of each month after the Work has commenced, the Design-Builder shall submit to the Owner an application for payment in accordance with the Schedule of Values based upon the Work completed and materials suitably stored on the Worksite or at other locations approved by the Owner. Approval of payment applications for such stored materials shall be conditioned upon submission by the Design-Builder of bills of sale and applicable insurance or such other procedures satisfactory to the Owner to establish the Owner's title to such materials, or otherwise to protect the Owner's interest including transportation to the site.

9.1.3. Within seven (7) Days after receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such Application, the Owner shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the Owner. If such application is rejected in whole or in part, the Owner shall indicate the reasons for its rejection. If the Owner and the Design-Builder cannot agree on a revised amount, then, within fifteen (15) Days after its initial rejection in part of such application, the Owner shall pay directly to the Design-Builder the appropriate amount for those items not rejected by the Owner for which application for payment is made, less amounts previously paid by the Owner. Those items rejected by the Owner shall be due and payable when the reasons for the rejection have been removed.

9.1.4. If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, then the Design-Builder may, at any time thereafter, upon serving written notice that the Work will be stopped within thirty (30) Days after receipt of the notice by the Owner, and after such thirty (30) Day period, stop the Work until payment of the amount owing has been received.

9.1.5. The Design-Builder warrants and guarantees that title to all Work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt of such payment by the Design-Builder free and clear of all liens, claims, security interests, or encumbrances, hereinafter referred to as "liens."

9.1.6. The Owner's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed an acceptance of any Work not conforming to the requirements of the Contract Documents.

9.1.7. Upon Substantial Completion of the Work, the Owner shall pay the Design-Builder the unpaid balance of the Contract Price, less any amount for unsettled claims and a sum equal to one hundred fifty percent (150%) of the Design-Builder's estimated cost of completing any unfinished items as agreed to between the Owner and Design-Builder as to extent and time for completion. The Owner thereafter shall pay the Design-Builder monthly the amount retained for unfinished items as each item is completed.

9.1.8. **STORED MATERIALS AND EQUIPMENT** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite, including applicable insurance, storage and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on submission by the Design-Builder of bills of sale and proof of required insurance, or such other procedures satisfactory to the Owner to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's interests therein, including transportation to the site. If an Owner representative must travel outside of the City to confirm the materials and equipment are suitably stored, the Design-Builder shall pay the associated travel costs including lodging and meals.

9.1. **RETAINAGE** From each progress payment made prior to the time of Substantial Completion, the Owner may withhold statutory retainage percentages under O.R.C. 153.12, .13 and .14. Retainage shall not be held in escrow nor any other interest bearing account.

9.2. **ADJUSTMENT OF DESIGN-BUILDER'S APPLICATION FOR PAYMENT** The Owner may adjust or reject an application for payment or nullify a previously approved application for payment, in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based upon the following, to the extent that the Design-Builder is responsible under this Agreement:

9.2.1. the Design-Builder's failure to perform the Work as required by the Contract Documents;

9.2.2. except as accepted by the insurer providing Builders Risk or other property insurance covering the project, loss or damage arising out of or relating to this Agreement and caused by the Design-Builder to the Owner, or Others to whom the Owner may be liable;

9.2.3. the Design-Builder's failure to pay the Design Professional or Subcontractors for labor, materials, equipment, or supplies properly furnished in connection with the Work, provided that the Owner is making payments to the Design-Builder in accordance with the terms of this Agreement;

9.2.4. Defective Work not corrected in a timely fashion;

9.2.5. reasonable evidence of delay in performance of the Work such that the Work will not be completed by the Date of Substantial Completion or the Date of Final Completion, and that the unpaid balance of the Contract Price is not sufficient to offset any direct damages that may be sustained by the Owner as a result of the anticipated delay caused by the Design-Builder;

9.2.6. reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work;

9.2.7. uninsured third-party claims involving the Contractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Contractor furnishes the Owner with adequate security, over and above the original contract bond, in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established; and

9.2.8. uninsured third-party claims involving the Design-Builder or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until the Design-Builder furnishes the Owner with adequate security, over and above the original contract bond, in the form of a surety bond, letter of credit, or other collateral or commitment sufficient to discharge such claims if established.

9.3. **OWNER OCCUPANCY OR USE OF COMPLETED OR PARTIALLY COMPLETED WORK**

9.4. **FINAL PAYMENT**

9.4.1. Final payment, consisting of the unpaid balance of the Contract Price, shall be due and payable when the Work is fully completed. Before issuance of final payment, the Owner may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

9.4.2. In accepting final payment, the Design-Builder waives all claims except those previously made in writing and which remain unsettled.

ARTICLE 10 INDEMNITY, INSURANCE, AND BONDS

10.1. INDEMNITY

10.1.1. To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, Owner's officers, directors, members, consultants, agents, and employees (the Indemnitees) from all claims for bodily injury and property damage, other than to the Work itself and other property required to be insured under section 10.3, including reasonable attorneys' fees, costs, and expenses that may arise from the performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Design-Builder shall not be required to indemnify or hold harmless the Indemnitees for any negligent acts or omissions of the Indemnitees. The Design-Builder shall be entitled to reimbursement of any defense costs paid above Design-Builder's percentage of liability for the underlying claim to the extent provided for by the subsection below.

10.1.2. NO LIMITATION ON LIABILITY In any and all claims against the Indemnitees by any employee of the Design-Builder, anyone directly or indirectly employed by the Design-Builder or anyone for whose acts the Design-Builder may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Design-Builder under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

10.2. DESIGN-BUILDER'S LIABILITY INSURANCE

10.2.1. Prior to commencing the Work and as a condition for payment, the Design-Builder shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. The Design-Builder shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. The Design-Builder's Employers' Liability, Business Automobile Liability, and CGL policies shall be written with at least the following limits of liability:

10.2.1.1. Employers' Liability Insurance

- (a) \$1,000,000 bodily injury by accident per accident
- (b) \$1,000,000 bodily injury by disease policy limit
- (c) \$1,000,000 bodily injury by disease per employee

10.2.1.2. Business Automobile Liability Insurance per accident \$1,000,000.

10.2.1.3. Commercial General Liability Insurance

- (a) Per occurrence \$1,000,000
- (b) General aggregate \$2,000,000
- (c) Products/completed operations aggregate \$2,000,000

With respect to the insurance coverage required here, Design-Builder shall include as an additional insured the Owner and its officials, employees and agents, and the insurance afforded to those additional insured.

10.2.2. Employers' Liability, Business Automobile Liability, and Commercial General Liability coverage required under subsection 10.2.1 may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by Excess or Umbrella Liability policies.

10.2.3. The Design-Builder shall maintain in effect all insurance coverage required under subsection 10.2.1 with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If the Design-Builder fails to obtain or maintain any insurance coverage required under this Agreement, the Owner may purchase such coverage and charge the expense to the Design-Builder, or terminate this Agreement.

10.2.4. To the extent commercially available to the Design-Builder and its current insurance company, insurance policies required under subsection 10.2.1 shall contain a provision that the insurance company or its designee must give the Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, the Design-Builder shall furnish the Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under subsection 10.2.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, the Design-Builder shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

10.3.PROPERTY INSURANCE

10.3.1. Before commencing the Work, the Owner , at its option, may obtain and maintain Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss.

If the Owner does not intend to purchase the property insurance, the Owner shall give written notice to the Design-Builder and the Design Professional before the Work is commenced.

10.3.2. Owner and Design-Builder waive all rights against each other and their respective employees, agents, contractors, subcontractors, and subsubcontractors and the Design Professional for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

10.3.3.

10.3.4. RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss or damage to the Work shall be upon the Design-Builder until the Date of Substantial Completion, unless otherwise agreed to by the Parties.

10.4.ROYALTIES, PATENTS, AND COPYRIGHTS The Design-Builder shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by the Design-Builder and incorporated in the Work. The Design-Builder shall indemnify and hold the Owner harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection..

10.5.PROFESSIONAL LIABILITY INSURANCE The Design-Builder shall obtain, either itself or through the Design Professional, professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, which shall be:

General Office Coverage

Project Specific Coverage

written for not less than \$1,000,000 per claim and in the aggregate with a deductible not to exceed \$10,000. The Professional Liability Insurance shall include prior acts coverage sufficient to cover all services rendered by the Design Professional. This coverage shall be continued in effect for 3 year(s) after the Date of Substantial Completion.

10.6. BONDING

Performance and Payment Bonds are required as set forth in the remainder of the contract documents.

ARTICLE 11 SUSPENSION, NOTICE TO CURE, AND TERMINATION

11.1. SUSPENSION BY THE OWNER FOR CONVENIENCE

11.1.1. The Owner may order the Design-Builder in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as the Owner may determine to be appropriate for its convenience.

11.1.2. Adjustments caused by suspension, delay, or interruption shall be made for increases in the Contract Price or the Date of Substantial Completion or the Date of Final Completion. No adjustment shall be made if the Design-Builder is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

11.2. OWNER'S RIGHT TO PERFORM DESIGN-BUILDER'S OBLIGATIONS AND TERMINATION BY THE OWNER FOR CAUSE

11.2.1. If the Design-Builder fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work, or fails to make prompt payment to its workers, Subcontractors, or Material Suppliers, disregards Laws or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, the Design-Builder may be deemed in default.

If the Design-Builder fails within seven (7) Days after receipt of written notice to commence and continue satisfactory correction of such default, then the Owner shall give the Design-Builder a second notice to correct the default within a three (3) Day period.

11.2.2. If the Design-Builder fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, the Owner without prejudice to any other rights or remedies may: (a) take possession of the Worksite; (b) complete the Work utilizing any reasonable means; (c) withhold payment due to the Design-Builder; and (d) as the Owner deems necessary, supply workers and materials, equipment, and other facilities for the satisfactory correction of the default, and charge the Design-Builder the costs and expenses, including reasonable Overhead, profit, and attorneys' fees.

11.2.3. In the event of an emergency affecting the safety of persons or property, the Owner may immediately commence and continue satisfactory correction of a default without first giving written notice to the Design-Builder, but shall give prompt written notice of such action to the Design-Builder following commencing the action.

11.2.4. If the Design-Builder files a petition under the bankruptcy code, this Agreement shall terminate if the Design-Builder or the Design-Builder's trustee rejects the Agreement or, if there has been a default, the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

11.2.5. In the event the Owner exercises its rights under subsections 11.2.1 or 11.2.2, upon the request of the Design-Builder the Owner shall provide a detailed accounting of the cost incurred by the Owner.

11.2.6. If the Owner terminates this Agreement for default, and it is later determined that the Design-Builder was not in default, or that the default was excusable under the terms of the

Contract Documents, then, in such event, the termination shall be deemed a termination for convenience, and the rights of the Parties shall be as set forth in section 0.

TERMINATION BY OWNER FOR CONVENIENCE If the Owner terminates this Agreement other than as set forth in section 11.2, the Owner shall pay the Design-Builder for all Work executed

11.3. TERMINATION BY THE DESIGN-BUILDER

11.3.1. If the Owner has for thirty (30) Days failed to pay the Design-Builder pursuant to subsection 9.1.3, the Design-Builder may give written notice of its intent to terminate this Agreement. If the Design-Builder does not receive payment within seven (7) Days of giving written notice to the Owner, then upon seven (7) Days' additional written notice to the Owner, the Design-Builder may terminate this Agreement.

ARTICLE 12 DISPUTE MITIGATION OR RESOLUTION

12.1. WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, the Design-Builder shall continue the Work and maintain the approved schedules during any dispute mitigation or resolution proceedings. If the Design-Builder continues to perform, the Owner shall continue to make payments in accordance with the Agreement.

12.2. DIRECT DISCUSSIONS If the Parties cannot reach resolution on a matter relating to or arising out of this Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of first discussions. If the Parties' representatives are not able to resolve such matter within five (5) Business Days of the date of first discussion, the Parties' representatives shall immediately inform senior executives of the Parties in writing that resolution was not affected. Upon receipt of such notice, the senior executives of the Parties shall meet within five (5) Business Days to endeavor to reach resolution. If the dispute remains unresolved after fifteen (15) Days from the date of first discussion, the Parties shall submit such matter to the dispute mitigation and dispute resolution procedures selected herein.

12.3. BINDING DISPUTE RESOLUTION If the matter remains unresolved, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

☒ Arbitration using the current Construction Industry Arbitration Rules of the AAA or the Parties may mutually agree to select another set of arbitration rules. The administration of the arbitration shall be as mutually agreed by the Parties.

☐ x Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

12.3.1. VENUE The venue of any binding dispute resolution procedure shall be the location of the Project unless the Parties agree on a mutually convenient location.

12.4. MULTIPARTY PROCEEDING The Parties agree that all Parties necessary to resolve a matter shall be Parties to the same dispute resolution procedure. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

12.5. LIEN RIGHTS Nothing in this article shall limit any rights or remedies not expressly waived by the Design-Builder that the Design-Builder may have under lien laws.

ARTICLE 13 MISCELLANEOUS

13.1. EXTENT OF AGREEMENT Except as expressly provided, this Agreement is solely for the benefit of the Parties, represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Design-Builder and not for the benefit of any third party.

13.2. **ASSIGNMENT** Neither the Owner nor the Design-Builder shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. Neither Party to this Agreement shall assign the Agreement as a whole without written consent of the other except that the Owner may assign the Agreement to a wholly owned subsidiary of the Owner when the Owner has fully indemnified the Design-Builder or to an institutional lender providing construction financing for the Project as long as the assignment is no less favorable to the Design-Builder than this Agreement. In the event of such assignment, the Design-Builder shall execute all consents reasonably required. In such event, the wholly-owned subsidiary or lender shall assume the Owner's rights and obligations under the Contract Documents. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Agreement, unless otherwise agreed by the other Party.

13.3. **GOVERNING LAW** This Agreement shall be governed by the law in effect at the location of the Project.

13.4. **SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

13.5. **NO WAIVER OF PERFORMANCE** The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13.6. **TITLES AND GROUPINGS** The title given to the articles and sections are for ease of reference only and shall not be relied upon or cited for any other purpose.

13.7. **JOINT DRAFTING** The Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

13.8. **RIGHTS AND REMEDIES** The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence, or otherwise, shall be exclusively those expressly set forth in this Agreement.

ARTICLE 14 CONTRACT DOCUMENTS

14.1. **CONTRACT DOCUMENTS** The Contract Documents are as follows:

INSTRUCTIONS TO BIDDERS

OWNER'S TECHNICAL REQUIREMENTS

PREVAILING WAGE DETERMINATION AND RATES

BID FORM

BID GUARANTY AND CONTRACT BOND

AFFIDAVIT OF AUTHORITY

PERSONAL PROPERTY TAX AFFIDAVIT

BIDDER'S QUALIFICATION STATEMENT

INSURANCE CERTIFICATE

NONCOLLUSION AFFIDAVIT

REQUEST FOR INFORMATION (PRE-BID)

STATE OF OHIO BUREAU OF WORKER'S COMPENSATION ATTACHMENT SHEET

SUB CONTRACTORS LIST

LEGAL NOTICE—REQUEST FOR PROPOSALS

NOTICE OF AWARD TO BIDDER

NOTICE OF AWARD TO SURETY AND SURETY'S AGENT (O.R.C. § 9.32)

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT (O.R.C. §1311.252)

NOTICE TO PROCEED

PREVAILING WAGE BID TABULATION SHEET

DESIGN BUILDER'S AFFIDAVIT WITH LIST OF SUBCONTRACTORS AND SUPPLIERS WITH ANY AMOUNTS WITHHELD

DESIGN BUILDER'S WAIVER & RELEASE AGREEMENT

SUBCONTRACTOR'S - SUPPLIER'S WAIVER & RELEASE AGREEMENT

PREVAILING WAGE FINAL PAYROLL AFFIDAVIT

PAYROLL INFORMATION

STATEMENT OF CLAIM FORM INSTRUCTIONS

STATEMENT OF CLAIM FORM

OWNER AND DESIGN BUILDER AGREEMENT

FISCAL OFFICER'S STATEMENT OF AVAILABILITY

14.2. ORDER OF PRECEDENCE In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Contract documents referenced in Article 14(b)Change Orders and written amendments to this Agreement, including Amendment 1; (c) this Agreement; (d) design documents approved by the Owner pursuant to subsection 2.3.15 and section 3.1 in order of the most recently approved; (e) information furnished by the Owner pursuant to section 4.1 or designated as a contract document in section 14.1;. Except as otherwise provided, among categories of documents having the same order of precedence, the term or provision that includes the latest date shall control. Information identified in one Contract Document and not identified in another shall not be considered a conflict or inconsistency.

OWNER: City of Grove City

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

DESIGN-BUILDER: Palmetto Construction Services, LLC

BY: _____ NAME: _____ TITLE: _____

WITNESS: _____ NAME: _____ TITLE: _____

Date: 09/11/13
Introduced By: Mr. Bennett
Committee: Finance
Originated By: Mr. Turner
Approved: Mr. Boso
Emergency: 30 Days:
Current Expense:

No.: CR-44-13
1st Reading: 09/16/13
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-44-13

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 sixteenth day of September, 2013, at the office of Council (Council Chambers) with the following members present:

Jeffrey M. Davis
Maria C. Klemack-McGraw
Ted A. Berry
Steven M. Bennett
Melissa Albright

Mr. Bennett 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, 2014; 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 2013 (collection year 2014) 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		\$899,517.45	1.10	
General Fund Charter	\$ 81,890.75			0.10
Bond Retirement				
Bond Retirement Charter	\$ 981,296.66			1.20
Police Pension		\$900,491.28	1.10	
Police Operating				
Fire Pension				
Fire Operating				
Police/Fire Pension				
Capital Improvement Charter				
TOTAL	\$1,063,187.41	\$1,799,918.73	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

Date: 08/27/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Clerk Kelly
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-65-13
1st Reading: 09/03/13
Public Notice: 9/05/13
2nd Reading: 09/16/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-65-13

AN ORDINANCE TO AFFIRMING THE CONTUANCE OF THE SPECIAL USE PERMIT FOR SCRUFFY TO FLUFFY – A CUT ABOVE PET SALON LOCATED AT 3391 PARK ST

WHEREAS, on September 04, 2012, Council approved Ordinance C-43-13, a Special Use Permit for Scruffy to Fluffy – a Cut Above Pet Salon, applicant, for a Dog Grooming business located at 3391 Park Street; and

WHEREAS, this Ordinance held a stipulation that the applicant's Special Use permit shall be reviewed in one year; and

WHEREAS, it is necessary to review this Special Use Permit in order to satisfy the stipulation.

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

SECTION 1. The Special Use Permit, under Section 1135.09b(12)A1k is hereby affirmed and continued for Scruffy to Fluffy – a Cut Above Pet Salon, located at 3391 Park Street.

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: 09/11/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Co. Comm.
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-68-13
1st Reading: 09/16/13
Public Notice: 09/19/13
2nd Reading: 10/07/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-68-13

AN ORDINANCE TO ACCEPT THE ANNEXATION OF 0.505+ ACRES LOCATED AT 2416 WHITE ROAD IN JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, a petition for the annexation of 0.505+ acres, more or less, in Jackson Township was duly filed by John W. and Carrie M. Hall; and

WHEREAS, said petition was considered by the Board of County Commissioners of Franklin County, Ohio on July 09, 2013; and

WHEREAS, the Board of County Commissioners certified the transcript of the proceeding in connection with the said annexation with the map and petition required in connection therewith to the City Clerk who received the same on July 12, 2013.

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

SECTION 1. The proposed annexation, as applied for in the petition of John W & Carrie M. Hall being the owner(s) of the territory sought to be annexed and filed with the Board of County Commissioners of Franklin County, Ohio on June 3, 2013 and which said petition was approved for annexation to the City of Grove City by the County Commissioners on July 09, 2013, be and the same is hereby accepted.

Said territory is described as follows: *Situated in the State of Ohio, County of Franklin, Township of Jackson and being part of a 101.96 acre tract deeded to Lewis E. Keller, et al by deed dated April 5, 1910 and recorded in Deed Book 508, Page 450. A copy of the legal description of the property being annexed is attached hereto as "Exhibit A" and made a part hereof as if fully written herein.*

SECTION 2. The zoning on this annexation shall be SF-1, Single Family Residential, and shall be placed in Ward 4. A map is attached as "Exhibit B" and made a part hereof.

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

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

Ted A. Berry, President of Council

Passed:

C-68-13

EXHIBIT A

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

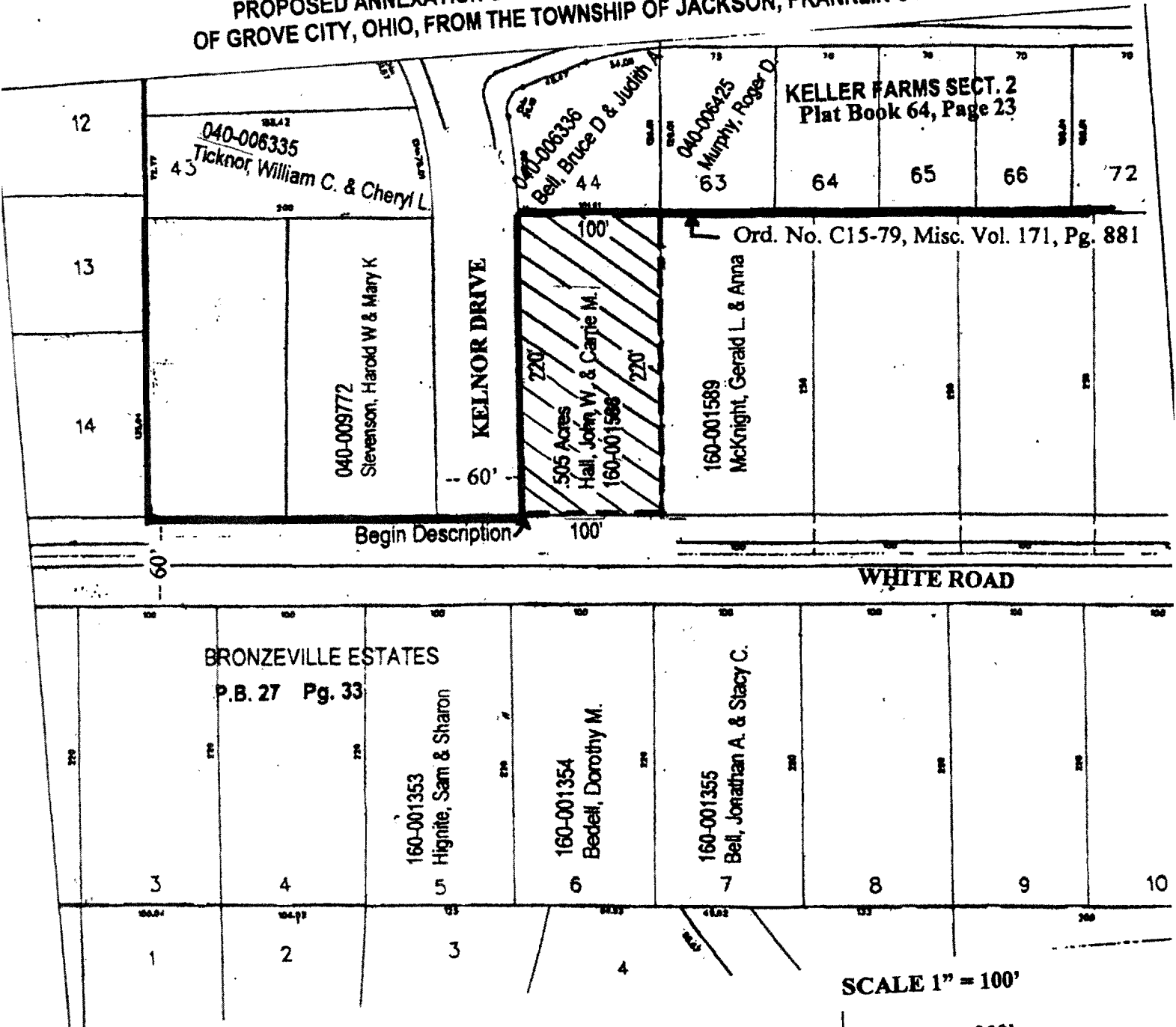
Being part of a 101.96 acre tract as deeded to Lewis E. Keller, et al by deed dated April 5, 1910 and recorded in Deed Book 508, Page 450, Franklin County, Ohio records. Beginning at a point in the center line of White Road which point is South 83 degrees 12' East, a distance of 585.10 feet measured along the center line of said White Road from the intersection of center lines of Hoover Road and said White Road. Thence North 5 degrees 30' East, along the East right-of-way of Kelnor Drive, a distance of 30.0 feet to the True Point of Beginning. Thence continuing North 5 degrees 30' East following the East right-of-way line of Kelnor Drive, a distance of 220.0 feet to an iron pin and being a point in the existing corporation line to the City of Grove City as established by Ordinance No. C15-79 (Misc. Vol. 171, Page 881), to the Southwest corner of Lot 44 of the Keller Farms Section 2 as recorded in Plat Book 64, Page 23, Franklin County Recorder's Office. Thence following said corporation line South 83 degrees 12' East, a distance of 100 feet to an iron pin at the Southeast corner of Lot 44. Thence South 5 degrees 30' West, a distance of 220.0 feet to a point in the North right-of-way line of White Road. Thence North 83 degrees 12' West a distance of 100 feet along the North right-of-way line of White Road to the place of beginning and containing .505 acres.

Being a part of Parcel No. 160-001588

The above description was prepared by Joseph W. Hull by using the best available County Records. This information was not derived from an actual field survey. The above description is not valid for the transfer of real property, and is not to be utilized in place of a Boundary Survey as defined by the Ohio Administrative Code in Chapter 4733-37.

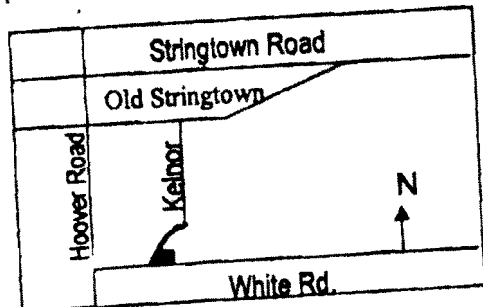
C-68-13

PROPOSED ANNEXATION OF .505 ACRES, MORE OR LESS, TO THE CITY
OF GROVE CITY, OHIO, FROM THE TOWNSHIP OF JACKSON, FRANKLIN COUNTY



WHITE ROAD

SCALE 1" = 100'



VICINITY MAP

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By BB Date 5/23/13



Existing Grove City Corporation Line
Proposed Grove City Corporation Line

RECEIVED

MAY 15 2013

Date: 09/11/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days
Current Expense: _____

No.: C-69-13
1st Reading: 09/16/13
Public Notice: 09/19/13
2nd Reading: 10/21/13
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-69-13

AN ORDINANCE FOR THE REZONING OF 363+ ACRES LOCATED NORTH AND SOUTH OF S.R. 665 AND WEST OF I-71 FROM PUD-I, IND-1, SD-3 AND PUD-C TO PUD-I WITH 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 September 3, 2013; 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 PUD-I, IND-1, SD-3 & PUD-C to PUD-I w/Text:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 1371, 1365 and 1434 and being 323.2, 17.7 and 21.3 acres conveyed to Solid Waste Authority of Central Ohio, 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

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-69-13
Exhibit "A"

RECEIVED

AUG 28 2013

EXHIBIT "C": LEGAL DESCRIPTION OF PROPERTY GC PLANNING COMMISSION

**E.P. Ferris & Associates, Inc.
880 King Ave
Columbus, Oh 43212
Tel: (614) 299-2999
Fax: (614) 299-2992**

**PART ONE:
ZONING DESCRIPTION
SOLID WASTE AUTHORITY OF CENTRAL OHIO
323.2 +/- ACRES**

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Surveys 1371 and 1434, and being part of the remainder of a 96.322 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 200406160138975, Parcel One-Tract One, part of the remainder of a 131.091 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 200406160138975, Parcel One-Tract Two, part of the remainder of a 17.742 acre tract conveyed to SWACO (Solid Waste Authority of Central Ohio) as described in Instrument Number 200710180181773, part of a 94.99 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 201201060002474, part of a 5.01 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 200002020023618, and part of a 0.578 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 200406160138975, Parcel Three, all references being to records of the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at the northeast corner of a 0.069 acre tract conveyed to City of Grove City, Ohio as described in Instrument Number 201004280051202, the northwest corner of a 0.057 acre tract conveyed to City of Grove City, Ohio as described in Instrument Number 201209280145376, the southeast corner of the remainder of a 2.768 acre tract conveyed to Galli Properties, LLC as described in Instrument Number 200602280038055, being an angle point in the south line of said 96.322 acre tract and in the northerly right-of-way line of London-Groveport Road (S.R. 665) (Width Varies);

thence northerly, with the east line of the remainder of said 2.768 acre tract and the south line of said 96.322 acre tract, North 02° 48' 27" East, 390.0 feet to the northeast corner of said 2.768 acre tract and an angle point in the south line of the remainder of said 96.322 acre tract;

thence westerly, with the north line of the remainder of said 2.768 acre tract and the south line of the remainder of said 96.322 acre tract, North 87° 11' 33" West, 298.0 feet to the northwest corner of said 2.768 acre tract and an angle point in the south line of the remainder of said 96.322 acre tract;

thence southerly, with the west line of the remainder of said 2.768 acre tract and the south line of the remainder of said 96.322 acre tract, South 03° 00' 54" West, 180.0 feet to the northeast corner of a 0.573 acre tract conveyed to John K. Price as described in Instrument Number 200001040002555, and an angle point in the south line of said 96.322 acre tract and an angle point in the corporation line of the City of Grove City and Jackson Township as described in Instrument Number 199909200237661, Ord. No. C-61-99;

thence westerly, with said corporation line, the north line of said 0.573 acre tract, the south line of the remainder of said 96.322 acre tract, the north line of a 0.576 acre tract conveyed to John K. Price as described in Instrument Number 200102230036332, North 83° 34' 05" West, 200.0 feet to northwest corner of said 0.578 acre tract and the northeast corner of a 0.578 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 200406160138975, Parcel Three;

thence southerly, with the west line of said 0.576 acre tract and the east line of said 0.578 acre tract, South 03° 00' 54" West, 221.1 feet to the northerly right-of-way line of London-Groveport Road;

thence westerly, with the northerly right-of-way line of London-Groveport Road, crossing said 0.578 acre tract, North 83° 34' 05" West, 76.0 feet to and angle point in said northerly right-of-way line;

thence westerly, with the northerly right-of-way line of London-Groveport Road, crossing said 0.578 acre tract, said 94.99 acre tract, and said 5.01 acre tract, North 83° 14' 21" West, 1420.2 feet to the westerly line of said 94.99 acre tract and the east line of a 75 acre tract conveyed to Virgil H. Sidner, Trustee of the Virgil H. Sidner Trust Dated the 23rd Day of October, 2001 as described in Instrument Number 200111140263752, Tract III, and the Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust Dated the 23rd Day of October, 2001 as described in Instrument Number 200111140263753, Tract III;

thence northerly, with the west line of said 94.99 acre tract, the east line of said 75 acre tract, and the east line of a 76.24 acre tract conveyed to Virgil H. Sidner, Trustee of the Virgil H. Sidner Trust Dated the 23rd Day of October, 2001 as described in Instrument Number 200111140263752, Tract I, and the Elizabeth Ann Sidner, Trustee of the Elizabeth Ann Sidner Trust Dated the 23rd Day of October, 2001 as described in Instrument Number 200111140263753, Tract I, North 02° 47' 44" East, 3094.9 feet to the northwest corner of said 94.99 acre tract, the northeast corner of said 76.24 acre tract, being in the south line of the remainder of an 89.25 acre tract conveyed to Ronald R. Kientz, Tr., Et. Al. as described in Instrument Number 200512060257197;

thence easterly, with the north line of said 94.99 acre tract, the south line of the remainder of said 89.25 acre tract and the south line of a 130 acre tract conveyed to Rebecca J. Priwer as described in Instrument Number 200807310116550, the north line of said 96.322 acre tract, and said corporation line, South 87° 29' 40" East, 2764.2 feet to the northeast corner of the remainder of said 96.322 acre tract, an angle point in the

south line of said 130 acre tract, and being in the west line of the remainder of said 131.091 acre tract, being in the westerly V.M.S. line for Survey 1434 and the easterly V.M.S. line for Survey 1371;

thence northerly, with said corporation line, the west line of the remainder of said 131.091 acre tract, the south line of said 130 acre tract, the westerly line of said V.M.S. Survey 1434, and the easterly line of said V.M.S. Survey 1371, North 02° 51' 04" East, 928.0 feet to the northwest corner of the remainder of said 131.091 acre tract, an angle point in the south line of said 130 acre tract;

thence easterly, with said corporation line, the north line of the remainder of said 131.091 acre tract, and the south line of said 130 acre tract, South 87° 50' 29" East, 1349.8 feet to an angle point in said corporation line, the northeast corner of said 131.091 acre tract and the northwest corner of a 5.5367 acre tract conveyed to George J. Jacobs and Tammie L. Jacobs as described in Instrument Number 201203060030615;

thence southerly, with said corporation line, the east line of the remainder of said 131.091 acre tract, the west line of said 5.5367 acre tract, the west line of a 5.2298 acre tract conveyed to William B. Collins and Cynthia L. Wing as described in Instrument Number 200007060133500, the west line of a 10.0008 acre tract conveyed to Charles William Schulz, Jr. and Stella M. Schulz as described in Instrument Number 200603140047542, Parcel I, and the west line of a 5.0012 acre tract conveyed to Charles William Schulz, Jr. and Stella M. Schulz as described in Instrument Number 200603140047542, Parcel II, South 02° 15' 24" West, 1414.4 feet to an angle point in said corporation line, an angle point in the east line of said 131.091 acre tract and the southwest corner of said 5.0012 acre tract;

thence easterly, with said corporation line, the east line of the remainder of said 131.091 acre tract and the south line of said 5.0012 acre tract South 88° 41' 16" East, 748.0 feet to an angle point in said corporation line, an angle point in the east line of said 131.091 acre tract and an angle point in the south line of said 5.0012 acre tract;

thence southerly, with said corporation line, the east line of the remainder of said 131.091 acre tract and the south line of said 5.0012 acre tract South 01° 31' 17" West, 19.6 feet to an angle point in said corporation line, an angle point in the east line of said 131.091 acre tract and an angle point in the south line of said 5.0012 acre tract;

thence easterly, with said corporation line, the east line of the remainder of said 131.091 acre tract and the south line of said 5.0012 acre tract South 88° 40' 33" East, 370.2 feet to an angle point in said corporation line, an angle point in the east line of said 131.091 acre tract and being in the westerly right-of-way line of Haughn Road (Width Varies);

thence southerly, with said corporation line, the westerly right-of-way line of Haughn Road, and the east line of the remainder of said 131.091 acre tract, South 01° 28' 01" West, 196.1 feet to an angle point in said corporation line and an angle point in the east line of said 131.091 acre tract

thence southerly, with said corporation line, the westerly right-of-way line of Haughn Road, and the east line of the remainder of said 131.091 acre tract, South 01° 32' 23" West, 184.4 feet to an angle point in said corporation line, an angle point in the east line of said 131.091 acre tract, and being in the north line of a 5.2995 acre tract conveyed to John A. Remmenga as described in Official Record Volume 9757 B03;

thence westerly, with said corporation line, the east line of the remainder of said 131.091 acre tract, and the north line of said 5.2995 acre tract, North 88° 40' 34" West, 1123.1 feet to an angle point in said corporation line, an angle point in the east line of said 131.091 acre tract, and being the northwest corner of said 5.2995 acre tract;

thence southerly, with said corporation line, the east line of the remainder of said 131.091 acre tract, the west line of said 5.2995 acre tract, the west line of a 5.3107 acre tract conveyed to John E. Remmenga and Doris E. Remmenga as described in Instrument Number 201108310109182, the west line of a 5.3128 acre tract conveyed to John D. and Mary L. Strawser as described in Official Record Volume 16051 C02, the the west line of a 5.3329 acre tract conveyed to Tomas E. Radel as described in Instrument Number 199812090317736, the west line of a 8.8262 acre tract conveyed to Evergreen Storage, LLC as described in Instrument Number 200404300098020, South 02° 13' 32" West, 1122.8 feet to an angle point in the east line of said 131.091 acre tract and the northeast corner of a 17.742 acre tract conveyed to SWACO (Solid Waste Authority of Central Ohio) as described in Instrument Number 200710180181773;

thence southerly, with the east line of the remainder of said 17.742 acre tract, the west line of said 8.8262 acre tract, and the west line of a 5.3663 acre tract conveyed to John D. Strawser and Mary L. Strawser as described in Instrument Number 199809110231514, South 02° 13' 32" West, 276.6 feet to an angle point in the east line of said 17.742 acre tract and the southwest corner of said 5.3663 acre tract;

thence easterly, with the east line of the remainder of said 17.742 acre tract and the south line of said 5.3663 acre tract, South 88° 36' 08" East, 207.8 feet to an angle point in the east line of said 17.742 acre tract and the northwest corner of the remainder of a 27.184 acre tract conveyed to Roy J. Walls and Debbie Walls as described in Official Record Volume 31347 D04;

thence southerly, with the east line of the remainder of said 17.742 acre tract and the west line of the remainder of said 27.184 acre tract, South 03° 36' 32" West, 770.0 feet to an angle point in the east line of said 17.742 acre tract, the southwest corner of the remainder of said 27.184 acre tract and being in the westerly right-of-way line of Haughn Road;

thence southwesterly, with the westerly right-of-way line of Haughn Road and the east line of the remainder of said 17.742 acre tract, South 47° 31' 34" West, a distance of 9.7 feet to the intersection of the westerly and northerly right-of-way lines of Haughn Road;

thence westerly, with the northerly right-of-way line of Haughn Road and crossing the remainder of said 17.742 acre tract, along a curve to the right with an arc length of

48.49 feet, a radius of 40.00 feet, a central angle of $69^{\circ} 27' 30''$, and a chord which bears South $82^{\circ} 15' 19''$ West, a distance of 45.58 feet to an angle point in said northerly right-of-way line;

thence southwesterly, with the northerly right-of-way line of Haughn Road and crossing the remainder of said 17.742 acre tract, North $63^{\circ} 00' 57''$ West, a distance of 67.2 feet to an angle point in said northerly right-of-way line;

thence westerly, with the northerly right-of-way line of Haughn Road and crossing the remainder of said 17.742 acre tract, along a curve to the left with an arc length of 107.71 feet, a radius of 535.00 feet, a central angle of $11^{\circ} 32' 05''$, and a chord which bears North $68^{\circ} 46' 59''$ West, a distance of 107.53 feet to an angle point in said northerly right-of-way line;

thence westerly, with the northerly right-of-way line of Haughn Road and crossing the remainder of said 17.742 acre tract, the remainder of said 131.091 acre tract, and the remainder of said 96.322 acre tract, North $74^{\circ} 33' 02''$ West, a distance of 1485.4 feet to an angle point in said northerly right-of-way line;

thence westerly, with the northerly right-of-way line of Haughn Road and crossing the remainder of said 96.322 acre tract, along a curve to the left with an arc length of 258.88 feet, a radius of 1181.00 feet, a central angle of $12^{\circ} 33' 34''$, and a chord which bears North $80^{\circ} 49' 49''$ West, a distance of 258.36 feet to an angle point in said northerly right-of-way line;

thence westerly, with the northerly right-of-way line of Haughn Road and crossing the remainder of said 96.322 acre tract, North $87^{\circ} 06' 36''$ West, a distance of 55.9 feet to an angle point in said northerly right-of-way line;

thence northwesterly, with the northerly right-of-way line of Haughn Road and crossing the remainder of said 96.322 acre tract, along a curve to the right with an arc length of 62.77 feet, a radius of 40.00 feet, a central angle of $89^{\circ} 55' 03''$, and a chord which bears North $42^{\circ} 09' 04''$ West, a distance of 56.53 feet to the intersection of the northerly right-of-way line of Haughn Road and the easterly right-of-way line of Gateway West Drive (Width Varies);

thence northerly, with the easterly right-of-way line of Gateway West Drive and crossing the remainder of said 96.322 acre tract, North $02^{\circ} 48' 27''$ East, a distance of 305.1 feet to the northeast corner of Gateway West Drive;

thence westerly, with the northerly right-of-way line of Gateway West Drive and crossing the remainder of said 96.322 acre tract, North $87^{\circ} 11' 33''$ West, a distance of 65.0 feet to the northwest corner of Gateway West Drive;

thence southerly, with the westerly right-of-way line of Gateway West Drive and crossing the remainder of said 96.322 acre tract, South $02^{\circ} 48' 27''$ West, a distance of 928.0 feet to an angle point in said westerly right-of-way line;

thence southwesterly, with the westerly right-of-way line of Gateway West Drive and crossing the remainder of said 96.322 acre tract, South 49° 37' 11" West, a distance of 20.5 feet to the intersection of said westerly right-of-way line and the northerly right-of-way line of London Groveport Road, being the northeast corner of said 0.057 acre tract and in the south line of the remainder of said 96.322 acre tract;

thence westerly, with the northerly right-of-way line of London Groveport Road, the north line of said 0.057 acre tract, and the south line of the remainder of said 96.322 acre tract, North 83° 34' 05" West, a distance of 255.2 feet to the **TRUE POINT OF BEGINNING**, containing approximately 323.2 acres and encompasses parcel numbers: 040-010224, 040-010232, 160-000018, 160-001744, 160-002580

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris & Associates, Inc. on January 10, 2013.

THIS DESCRIPTION IS NOT FOR RECORDING PURPOSE.

PART TWO
ZONING DESCRIPTION
SOLID WASTE AUTHORITY OF CENTRAL OHIO
17.7 +/- ACRES

Situated in the State of Ohio, County of Franklin, Township of Jackson, City of Grove City, Virginia Military Surveys 1371 and 1434, and being part of the remainder of a 96.322 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 200406160138975, Parcel One-Tract One, part of the remainder of a 131.091 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 200406160138975, Parcel One-Tract Two, part of the remainder of a 0.537 acre tract conveyed to Solid Waste Authority of Central Ohio, as described in Instrument Number 200406160138975, Parcel Two, and part of the remainder of a 17.742 acre tract conveyed to SWACO (Solid Waste Authority of Central Ohio) as described in Instrument Number 200710180181773, all references being to records of the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Commencing at the southeast corner of a 0.115 acre tract conveyed to the City of Grove City, Ohio as described in Instrument Number 200010030200746, Parcel 1, the southwest corner of a 1.057 acre tract conveyed to the City of Grove City, Ohio as described in Instrument Number 200010030200746, Parcel 2, being in the centerline of London Groveport Road (S.R. 665) (Width Varies), being in the westerly V.M.S. line for Survey 1434 and the easterly V.M.S. line for Survey 1371;

thence westerly, with the centerline of said London Groveport Road and the south line of said 0.115 acre tract, North 83° 34' 05" West, 100.0 feet to the southwest corner of said 0.115 acre tract and the southeast corner of a 1.115 acre tract conveyed to City of Grove City, Ohio as described in Instrument Number 200003200053802;

thence northerly, leaving said centerline with the west line of said 0.115 acre tract, the east line of said 1.115 acre tract, and crossing a 0.228 acre tract conveyed to City of Grove City as described in Instrument Number 201209280145376, North 02° 51' 04" East, 60.1 feet to the north line of said 0.228 acre tract, the southwest corner of the remainder of said 0.537 acre tract, an angle point in the south line of the remainder of said 96.322 acre tract, being the northerly right-of-way line of London Groveport Road, and being **TRUE POINT OF BEGINNING**;

thence westerly, with the northerly right-of-way line of London Groveport Road, the north line of said 0.228 acre tract, and the south line of the remainder of said 96.322 acre tract, North 83° 34' 05" West, 300.2 feet to the intersection of said northerly right-of-way line and the easterly right-of-way line of Gateway West Drive (Width Varies), being an angle point in the south line of the remainder of said 96.322 acre tract;

thence northwesterly, with the easterly right-of-way line of Gateway West Drive and the south line of the remainder of said 96.322 acre tract, North 40° 22' 29" West, 39.1 feet to an angle point in said easterly right-of-way line and the south line of the remainder of said 96.322 acre tract;

thence northerly, continuing with the easterly right-of-way line of Gateway West Drive and the south line of the remainder of said 96.322 acre tract, North 04° 02' 07" West, 71.4 feet to an angle point in said easterly right-of-way line and the south line of the remainder of said 96.322 acre tract;

thence northerly, continuing with the easterly right-of-way line of Gateway West Drive and the south line of the remainder of said 96.322 acre tract, North 02° 48' 27" East, 386.3 feet to the intersection of said easterly right-of-way line and the southerly right-of-way line of Haughn Road (Width Varies);

thence northeasterly, with the southerly right-of-way line of Haughn Road and crossing the remainder of said 96.322 acre tract, along a curve to the right with an arc length of 54.51 feet, a radius of 40.00 feet, a central angle of 78° 04' 57", and a chord which bears North 41° 50' 56" East, a distance of 50.39 feet to an angle point in said southerly right-of-way line;

thence easterly, continuing with the southerly right-of-way line of Haughn Road and crossing the remainder of said 96.322 acre tract, North 80° 53' 24" East, 45.9 feet to an angle point in said southerly right-of-way line;

thence easterly, continuing with the southerly right-of-way line of Haughn Road and crossing the remainder of said 96.322 acre tract, South 87° 06' 36" East, 19.0 feet to an angle point in said southerly right-of-way line;

thence easterly, continuing with the southerly right-of-way line of Haughn Road and crossing the remainder of said 96.322 acre tract, along a curve to the right with an arc length of 243.53 feet, a radius of 1111.00 feet, a central angle of 12° 33' 34", and a chord which bears South 80° 49' 49" East, a distance of 243.05 feet to an angle point in said southerly right-of-way line;

thence easterly, continuing with the southerly right-of-way line of Haughn Road and crossing the remainder of said 96.322 acre tract, the remainder of said 131.091 acre tract, and the remainder of said 17.742 acre tract, South 74° 33' 02" East, 1485.4 feet to an angle point in said southerly right-of-way line;

thence easterly, with the southerly right-of-way line of Haughn Road and crossing the remainder of said 17.742 acre tract, along a curve to the right with an arc length of 105.63 feet, a radius of 465.00 feet, a central angle of 13° 00' 55", and a chord which bears South 68° 02' 34" East, a distance of 105.40 feet to an angle point in said southerly right-of-way line;

thence southerly, with the southerly right-of-way line of Haughn Road and crossing the remainder of said 17.742 acre tract, South 07° 00' 16" East, 65.2 feet to the southeast corner of said Haughn Road, being in the east line of said 17.742 acre tract and the

west line of a 0.866 acre tract conveyed to City of Grove City, Ohio as described in Instrument Number 201010260142470, and being in the corporation line of the City of Grove City and Jackson Township as described in Instrument Number 199909200237661, Ord. No. C-61-99;

thence southwesterly, with said corporation line, the east line of the remainder of said 17.742 acre tract and the west line of said 0.866 acre tract, South 47° 31' 34" West, 54.7 feet to an angle point in said corporation line, east line, and west line;

thence southwesterly, with said corporation line, the east line of the remainder of said 17.742 acre tract and the west line of said 0.866 acre tract, South 32° 36' 05" West, 50.4 feet to the northeast corner of the remainder of a 0.876 acre tract conveyed to J. Steven Evans as described in Official Record Volume 12375 A01 and being an angle point in said corporation line;

thence westerly, with said corporation line, crossing the remainder of said 17.742 acre tract with the north line of the remainder of said 0.876 acre tract, North 83° 27' 42" West, 260.0 feet to the northwest corner of the remainder of said 0.876 acre tract and an angle point in said corporation line;

thence southerly, with said corporation line, crossing the remainder of said 17.742 acre tract with the west line of the remainder of said 0.876 acre tract, South 06° 32' 18" West, 115.0 feet to the southeast corner of the remainder of said 17.742 acre tract, the southwest corner of the remainder of said 0.876 acre tract, the northwest corner of a 0.262 acre tract conveyed to City of Grove City as described in Instrument Number 201203260041078 and the northeast corner of a 0.265 acre tract conveyed to City of Grove City as described in Instrument Number 201209280145376, being in the northerly limited access right-of-way line of London-Groveport Road;

thence westerly, with said northerly limited access right-of-way line, the south line of the remainder of said 17.742 acre tract and said north line of said 0.265 acre tract, North 86° 15' 46" West, 211.7 feet to the southwest corner of the remainder of said 17.742 acre tract, the northwest corner of said 0.265 acre tract, the northeast corner of said 1.057 acre tract and the southeast corner of the remainder of said 131.091 acre tract;

thence westerly, with said northerly limited access right-of-way line, the north line of said 1.057 acre tract, and the south line of the remainder of said 131.091 acre tract, North 83° 34' 05" West, 531.3 feet to the southeast corner of said 0.228 acre tract, being the northerly right-of-way line of London-Groveport Road;

thence northwesterly, with said northerly right-of-way line, the north line of said 0.228 acre tract, and the south line of the remainder of said 131.091 acre tract, North 26° 11' 10" West, 29.7 feet to an angle point in said northerly right-of-way line, north line, and south line;

thence southwesterly, with said northerly right-of-way line, the north line of said 0.228 acre tract, and the south line of the remainder of said 131.091 acre tract, South 63° 50'

39" West, 27.9 feet to and angle point in said northerly right-of-way line, north line, and south line;

thence westerly, with said northerly right-of-way line, the north line of said 0.228 acre tract, the south line of the remainder of said 131.091 acre tract, and the south line of the remainder of said 0.573 acre tract, North 83° 34' 05" West, 451.3 feet to the **TRUE POINT OF BEGINNING**, containing approximately 17.7 acres and encompasses parcel numbers: 040-010224, 040-010232, 160-001815.

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris & Associates, Inc. on January 10, 2013.

THIS DESCRIPTION IS NOT FOR RECORDING PURPOSE.

PART THREE
ZONING DESCRIPTION
SOLID WASTE AUTHORITY OF CENTRAL OHIO
21.3 +/- ACRES

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey Nos. 1365 and 1434, and being all of the remainder of a 23.541 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 200908310127034, all references being to records of the Recorder's Office, Franklin County, Ohio, and bounded and described as follows:

Beginning at the northwest corner of the remainder of said 23.541 acre tract, the northeast corner of the remainder of a 104.721 acre tract conveyed to Solid Waste Authority of Central Ohio as described in Instrument Number 1998111802997406, the southeast corner of a 0.478 acre tract conveyed to City of Grove City as described in Instrument Number 201209280145376, and the southwest corner of a 0.929 acre tract conveyed to City of Grove City as described in Instrument Number 201209280145376, being in the southerly limited access right-of-way line of London Groveport Road (S.R. 665) (Width Varies);

thence easterly, with said southerly limited access right-of-way line, the north line of the remainder of said 23.541 acre tract, and the south line of said 0.929 acre tract, South 83° 34' 05" East, 265.0 feet to an angle point in said southerly limited access right-of-way line, north line, and south line;

thence easterly, with said southerly limited access right-of-way line, the north line of the remainder of said 23.541 acre tract, and the south line of said 0.929 acre tract, South 72° 15' 29" East, 102.0 feet to an angle point in said southerly limited access right-of-way line, north line, and south line;

thence easterly, with said southerly limited access right-of-way line, the north line of the remainder of said 23.541 acre tract, and the south line of said 0.929 acre tract, South 83° 34' 05" East, 125.4 feet to the an angle point in said north line, and being the northwest corner of a 0.640 acre tract conveyed to City of Grove City as described in Instrument Number 201202230025615 and the southwest corner of a 0.643 acre tract conveyed to City of Grove City as described in Instrument Number 201202230025615;

thence southerly, with the north line of the remainder of said 23.541 acre tract and the west line of said 0.640 acre tract, South 06° 26' 52" West, 85.0 feet to the an angle point in said north line and the southwest corner of said 0.640 acre tract;

thence easterly, with the north line of the remainder of said 23.541 acre tract and the south line of said 0.640 acre tract, South 83° 28' 12" East, 397.9 feet to the northeast corner of the remainder of said 23.541 acre tract and the southeast corner of said 0.640 acre tract, being in the westerly limited access right-of-way line of Interstate 71 as shown in Right-of-Way Plans FRA 62-2-2.12;

thence southerly, with the east line of the remainder of said 23.541 acre tract and the westerly limited access right-of-way line of Interstate 71, South $14^{\circ} 56' 57''$ West, 688.4 feet to an angle point in said east line and said westerly limited access right-of-way line;

thence southwesterly, with the east line of the remainder of said 23.541 acre tract and the westerly limited access right-of-way line of Interstate 71, South $42^{\circ} 33' 57''$ West, 583.7 feet to an angle point in said east line and said westerly limited access right-of-way line;

thence southwesterly, with the east line of the remainder of said 23.541 acre tract and the westerly limited access right-of-way line of Interstate 71, with a curve to the right have a radius of 5579.58 and a chord which bears South $51^{\circ} 02' 57''$ West, a distance of 495.45 feet to an angle point in westerly limited access right-of-way line, the southwest corner of the remainder of said 23.541 acre tract and the southeast corner of the remainder of said 104.721 acre tract;

thence northerly, with the west line of the remainder of said 23.541 acre tract and the east line of the remainder of said 104.721 acre tract, North $03^{\circ} 01' 40''$ East, 1614.4 feet to the **POINT OF BEGINNING**, containing approximately 21.3 acres and encompasses parcel number: 160-001580

This description was prepared by Matthew E. Ferris, Registered Surveyor No. 8230, of E.P. Ferris & Associates, Inc. on January 10, 2013.

THIS DESCRIPTION IS NOT FOR RECORDING PURPOSE.

RECEIVED

AUG 28 2013

SC PLANNING COMMISSION

C-69-13

GEMINI SYNERGY CENTER

363+ ACRES

GROVE CITY, OHIO

PLANNED UNIT DEVELOPMENT – INDUSTRIAL (PUD-I)

Applicant:

**Team Gemini
121 South Orange Avenue, Suite 1600 N
Orlando, Florida 32801**

Property Owner:

**Solid Waste Authority of Central Ohio (SWACO)
4239 London-Groveport Road
Grove City, Ohio 43123**

ZONING & DEVELOPMENT STANDARDS TEXT

Prepared: August 23, 2013

I. PROPERTY

The property ("Property") shall consist of an approximate 363.20± acre development with 340.90+/- acres located in the northwest quadrant of I-71 and SR665, and with an approximate 21.30+/- acres located in the southwest quadrant of I-71 and SR665 approximately 100 feet west of the interchange as further described on the attached Exhibit A (Preliminary Master Plan), Exhibit B (PUD-I Subarea Plan), Exhibit C (legal description) and Exhibit D (Property Boundary Survey), hereinafter referred to as the "Gemini Synergy Center".

II. GENERAL PROVISIONS

- A. The provisions outlined within these development standards shall apply to the 363.20± acres of land as described in Exhibit B unless otherwise approved by Grove City Council. Other provisions of the Grove City Code shall apply only to the extent that this Zoning Text & Development Standards do not address such matters.
- B. For the purposes of this Zoning & Development Standards Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the singular the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as though followed by the words "or intended, arranged or designed to be used or occupied". In case of any difference of meaning or implication between this text and the Codified Ordinances of Grove City, the Zoning Text shall control.
- C. All provisions of this Zoning & Development Standards 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 to any person or circumstances is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.
- D. The property owner may continue to utilize undeveloped portions of the Property for agricultural purposes as described in sections 011X Cash Grains, 0161 Vegetables and Melons, and 0191 General Farms of the 1987 Standard Industrial Classification (SIC) code until such time as construction occurs.
- E. Any use not shown herein shall be considered and may be permitted by City Council as part of the development plan review and approval process, as long as it is consistent with and complementary to existing development.
- F. Deviations from the standards, requirements, and uses set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall intent of the development and do not diminish, detract or weaken the overall compatibility between uses within or in proximity of the Property.
- G. A separate and independent tax parcel shall be established for each unique building site. Such site shall be sized appropriately to accommodate required site improvements as detailed herein and created in conformance with the Grove City Zoning Code.

III. GENERAL DEVELOPMENT STANDARDS

A. CIRCULATION

- 1. Two (2) additional full service curbs cuts may be permitted along SR665, west of Gateway West Drive.
- 2. Curb cut spacing, dimensioning, and related requirements along all public and private streets shall adhere to Grove City Code and Standard Drawings in effect at the time of construction.
- 3. All public and private roadways shall be constructed to public standards in accordance with Grove City Code and Standard Drawings in effect at the time of construction.
- 4. All private roadways shall be contained in cross-access easement areas, recorded with the Franklin County Recorder's Office. Such areas shall be delineated and defined through the preparation of a legal description and survey by a professional surveyor registered with the State

of Ohio. Easement language for private roadways shall be submitted and reviewed as part of the Development Plan.

5. Primary North-South Interior Roadway (Road "D"). The developer shall construct a "Primary North-South Interior Roadway" located generally as shown on the attached Exhibit A: Preliminary Master Plan. Construction may occur in phases. This roadway may be constructed, owned, maintained, gated and secured from public access in lieu of conveying ownership to the City. The roadway alignment is approximate, and may be adjusted from time to time at the owner's discretion, subject to Development Plan approval. The roadway shall be located in a minimum sixty foot (60') cross-access easement and shall be at least twenty-seven feet (27') in width measured from face of curb to face of curb.
6. Secondary North-South Access Roadway (Road "E"). A Secondary North-South Access Roadway may be developed west of the Primary North-South Interior Roadway as illustrated in Exhibit A: Preliminary Master Plan, including a full movement intersection with SR665. This Secondary North-South Access Roadway may be constructed, owned, maintained, gated and secured from public access in lieu of conveying ownership to the City. The roadway alignment is approximate, and may be adjusted from time to time at the owner's discretion, subject to Development Plan approval. The roadway shall be located in a minimum sixty foot (60') cross-access easement and shall be at least twenty-seven feet (27') in width measured from face of curb to face of curb.
7. East-West Access Roadway (Road "A"/Haughn Road). Land for an East-West Access Roadway has been dedicated to the City of Grove City and serves to connect Gateway West Drive/Road "D" to Haughn Road. This portion of the roadway has been constructed however may be realigned as necessary to accommodate future development, subject to Development Plan approval. Any extension or realignment of this roadway shall be constructed within a sixty foot (60') right-of-way for public use.
8. Other Access Roadways (Roads "B" and "C"). Additional access roadways may be developed throughout the site as illustrated in Exhibit A: Preliminary Master Plan, including the option of full service curbs cuts where Access Roadways "E" and "F" intersect with SR665 and the intersection of Roads "A" and "B" and Haughn Road. Developed roadways may be constructed, owned, maintained, gated and secured from public access in lieu of conveying ownership to the City or may be dedicated to the City. Alignments of these roadways are approximate and may be adjusted from time to time at the owner's discretion, subject to Development Plan approval. Roads "B" and "C" as well as other access roadways shall be located in a minimum sixty foot (60') cross-access easement and shall be at least twenty-seven feet (27') in width measured from face of curb to face of curb.
9. Primary North-South Public Roadway (Road "F"). The developer shall construct a "Primary North-South Public Roadway" located generally as shown on the attached Exhibit A: Preliminary Master Plan. Construction may occur in phases. The roadway alignment is approximate, and may be adjusted, subject to Development Plan approval. The roadway shall be located in a one hundred foot (100') public right-of-way and designed in accordance with Grove City's Standard Drawing for Primary Arterial Streets (C-GC-64). The City shall participate in the oversizing of said roadway improvements in accordance with Section 1101.11 of the Zoning Code.
10. Additional Right-Of-Way Dedication. Upon the written request by the Grove City Administration and upon the completion of the rezoning of the Property, the property owner shall grant additional right-of-way deemed necessary by the City to allow for the future widening of State Route 665. Requested right-of-way shall not exceed more than fifty (50) feet from the existing centerline of State Route 665.

B. WASTE MATERIAL CONVEYANCE SYSTEM

1. If acceptable to the Ohio Department of Transportation (ODOT) and Federal Highway Administration (FHA), the Vehicular Bridge and Waste Conveyance System may be permitted to

span the limited access of SR665 provided it does not obstruct or pose a safety hazard to traffic travelling within the right-of-way.

2. The Vehicular Bridge and Waste Material Conveyance System will be combined into a single bridge structure with the Waste Material Conveyance System attached below or the side. The combined bridge structure is planned to extend from the north side of the Waste/Refuse Sorting facility to the south side of Biomass and bio-gas plant. An access ramp is planned to extend perpendicular from the Vehicular Bridge and Waste Material Conveyance System along the south side of the Bio-mass and bio-gas plant.
3. The visual appropriateness of the Vehicular Bridge and Waste Material Conveyance System is intended to be architecturally compatible with the Waste/Refuse Sorting facility and the Biomass and bio-gas plant to which it connects. At a minimum, the bridge structure will be similar to the appearance of the adjacent Interstate 71 interchange bridges. The bridge appearance will be reviewed and approved by the City through the Development Plan process and such approval will not be unreasonably withheld.

C. UTILITIES

1. All utilities shall be constructed in accordance with the Grove City Code and Standard Drawings.
2. New utility lines including water, sanitary, electric, telephone and gas, and their connections or feeder lines shall be constructed underground. This requirement does not apply to electric transformers, vaults, and overhead transmission lines as may be required to connect the substation to the existing overhead electric transmission lines, the utilities located in within the industrial plant service and equipment yards and photovoltaic equipment placed on building roofs. The Waste Material Conveyance System will be integrated into the vehicle bridge system as described above.
3. Oversizing of streets and utilities will be in accordance with Grove City Code Section 1101.11.

D. LANDSCAPING

1. A street tree planting program shall be established along both sides of public roadways providing one tree every fifty (50) lineal feet of roadway frontage and on private roadways providing one tree every one hundred (100) lineal feet, except as restricted by any overhead electric transmission lines.
2. A bufferyard shall be provided around the perimeter of the Property to promote compatibility among, and separation between adjacent land uses. Bufferyards shall be provided in general conformity, in terms of location and depth as illustrated in Exhibit A: Preliminary Master Plan. Landscaping and screening requirements within said bufferyards shall be provided as noted below.
 - a) Twenty (20) foot bufferyard area - shall contain a combination of deciduous and evergreen trees with two deciduous and two evergreen trees planted for every one hundred (100) lineal feet of perimeter distance. Deciduous trees shall be a minimum of two inches in caliper and evergreens shall be a minimum of six (6) feet in height at time of installation.
 - b) Fifty (50) foot bufferyard area – in addition to the planting requirements of Section D.2.a above (twenty foot bufferyard area), this area shall also contain a 80% opaque landscape hedge, solid fence, wall, earthen mound, or a combination thereof to appropriately screen and buffer surrounding adjacent uses. At minimum provided screening shall be eight (8) feet in height at time of installation. If a wall or fence is to be utilized it shall be placed along the property side of the buffer as opposed to the property boundary side of the buffer.
 - c) Ten (10) foot bufferyard area – shall contain the same planting requirements as Section D.2.a. Additionally, this area shall contain a solid wall having the same general appearance of the Waste Transfer and Sorting building. The wall shall be placed towards the interior of the Property and shall be six (6) feet in height.

3. The development entry/monument sign shall be set in a significant landscaped area. The genus and specie as well as the quantity and height of plant material shall be reviewed and approved as part of the Development Plan. Minimum depth of the landscape area shall be no less than half of the sign's total height.

E. LIGHTING

1. Street Light fixtures located within the right-of-way of SR665 shall match the black "period lighting fixtures" utilized within the same corridor on the east side of I-71.
2. All other street lights regardless of location shall be mounted on decorative poles that are architecturally compatible with the proposed "modern" development and have a consistent design, height and finish.
3. Light fixtures shall be no higher than thirty-five feet (35').
4. Direct or indirect glare into eyes of motorists or pedestrians shall not be permitted.

F. SIGNAGE

1. One (1) primary project identity sign shall be permitted denoting the name of the development and shall be located in the vicinity of Gateway West Drive and SR665 and one (1) secondary project identity sign shall be permitted at each of the full service curb cuts where Access Roadways "E" and "F" intersect with SR665 and the intersection of Road "B" and Haughn Road.
2. The primary project identity sign shall be a monument sign and shall not exceed twenty (20) feet in height, and shall not exceed two hundred (200) square feet of display per face of a double faced sign. If the sign is to be located on a landscaped mound the highest design element of the sign shall be no more than twenty-five (25) feet above the adjacent natural grade.
3. The secondary project identity sign shall be a monument sign and shall not exceed an overall height of twelve (12) feet and have a maximum sign area of 150 square feet.
4. Bases of the primary and secondary project identity signs shall be constructed of brick, stucco, metal or stone and shall be permanent in nature. Such entrance features shall be set in permanent landscaped areas with the depth of the area equaling the height of the associated sign.
5. Both the primary and secondary project identity signs shall be free of tenant signage and only convey the name of the complex.
6. Both the primary and secondary project identity signs shall be exteriorly illuminated from ground mounted fixtures concealed within the landscape area.

G. MULTI-PURPOSE TRAIL

A multi-purpose trail shall be constructed by the owner/developer as generally illustrated on Exhibit A: Preliminary Master Plan in general conformance with the City's Bikeway Planning Map.

H. CONSERVATION AREA

The owner/developer shall preserve the site's natural features and habitat within the general area as illustrated on Exhibit A: Preliminary Master Plan.

I. TREE REPLACEMENT

The developer shall replace major trees whose trunk caliper of at least ten (10) inch diameter at breast height (DBH). Replacement of major trees shall be replaced at a ratio of one caliper inch for one caliper inch. For trees that cannot be replaced on-site, the developer shall be required to plant trees elsewhere in the City or pay a fee to the City's Community Environment Fund at a rate of \$50 per caliper inch or combination thereof. Exceptions to this requirement shall be provided when:

- The tree will be located in a public right-of-way, a private access-easement area or utility easement.

- The tree is damaged, diseased or a safety hazard as determined by the City's Urban Forester.
- The tree is an undesirable species as determined by the City's Urban Forester.

J. RESTRICTED ACCESS/SECURED PROPERTY

The developer shall have the option to restrict access and secure the property from public access beyond the publically dedicated right-of-ways previously described. Property security measures may include walls, fences, gated roadway entrances, security guard houses, etc. The secured private roads are illustrated on the attached Exhibit A: Preliminary Master Plan.

1. Fences and gates shall be limited to eight (8) feet in height and are to be decorative in nature and consistent throughout the development. Black chain link fencing shall be allowed outside of the rights-of-way and cross-access easement areas. Gate facilities shall incorporate decorative support pillars/columns constructed of masonry, brick and/or stone and have the same level of finish as primary structures.
2. Barbed-wire, razor-wire, and electric fences are prohibited.
3. Guard houses as well as ancillary structures are to be decorative and consistent with the development and are to incorporate the same level of design and finish materials as the primary structure(s).

IV. SUBAREA USE REGULATIONS AND DEVELOPMENT STANDARDS

A. SUBAREA A – COMMERCIAL AND RETAIL USES

Subarea A is designed to include a mix of commercial land uses. The permitted uses within this subarea primarily accommodates commercial business, personal, professional and roadway service uses catering to the needs of both the regional and local market.

1. Permitted Uses

- a) Business and cleaning services engaged in services to businesses or households on a fee or contract basis and operating totally within principal structures with no outside storage or display of products or materials.
- b) Commercial schools.
- c) Studios.
- d) Welcome center.
- e) Business and education center.
- f) Financial establishments with no drive-in or drive-thru facilities.
- g) Business, professional, and administrative offices including buildings with multiple tenants and/or sites with multiple buildings related to the renewable energy industrial complex.
- h) Meeting and banquet halls
- i) General merchandise stores
- j) Hotels, Motels, and Extended Stay Hotels

2. Conditional Uses - special use permits shall be obtained pursuant to the Grove City Code for all of the following uses:

- a) Drive-thru facilities.
- b) Gasoline and/or alternative fuel service station.

- c) Commercial entertainment, indoor.
- d) Commercial recreation, indoor.
- e) Recreational uses operated for commercial profit, including miscellaneous recreation facilities or centers operated outdoors or indoors.

3. Development Standards

Permitted uses within Subarea A shall conform to the following standards. Conditional uses shall also conform to these standards and, where applicable, to the requirements and standards of the General and Supplemental Requirements in sections 1135.09(12)(B) thru (G) of the Grove City Planning and Zoning Code.

a) Lot Requirements

- i. Minimum Lot Area: None, except that lot size shall be adequate to meet all building and pavement setbacks, parking, circulation and landscaping requirements.
- ii. Minimum lot width: None, except that all lots must abut a public street and have adequate width to meet all building and pavement setbacks, parking, circulation and landscaping requirements.
- iii. Minimum front yard setback: Structure setback, 30 feet; pavement setback, 25 feet.
- iv. Minimum side yard setback: Structure setback 15 feet; pavement setback, 10 feet. Truck parking and loading areas shall be setback 10 feet. Where applicable, minimum setbacks shall be in addition to required bufferyards.
- v. Minimum rear yard setback: Structure setback 15 feet; pavement setback, 10 feet. Truck parking and loading areas shall be setback 10 feet. Where applicable, minimum setbacks shall be in addition to required bufferyards.
- vi. Maximum lot coverage: All impervious surface areas including building, parking, etc. shall not cover more than 80 percent of the site. At least 20 percent of the site area shall be landscaped.
- vii. Parking areas/ drive aisles shall be no closer to the main structure than 10 feet.

b) Building Requirements

- i. Maximum building height of 50 feet, except for hotels, extended stay hotels, and office buildings which shall not exceed 150 feet in height.
- ii. Buildings shall be developed with four-sided architecture, placing equal emphasis and importance on each building elevation. Finish materials shall be brick, stone, cultured stone, or glass and shall compose a minimum of forty percent (40%) of the facades' total area. In addition, precast concrete with an architectural finish, stucco, synthetic stucco, wood trim, and smooth, embossed or corrugated metal panels with architectural finish may be used as accent materials. The use of photovoltaic panels and screens are encouraged.
- iii. Buildings shall be oriented towards SR665. On sites with multiple public road frontages, building orientation should be oriented towards SR665 and where feasible to other frontages.
- iv. Roof top units/mechanicals shall be screened in accordance with Grove City Code.
 - (a) Photovoltaic panels shall not be considered mechanicals so long as they are not pole mounted and are incorporated into the overall design aesthetic of the structure.

c) Parking Ratios

- i. General commercial and retail uses: one (1) space per 250 square feet of gross floor area.
- ii. Business and cleaning services: one (1) space for every 300 square feet of gross floor area.
- iii. Commercial schools, studios and welcome center: one (1) space per 300 square feet of gross floor area.
- iv. Business, professional, and administrative offices: one (1) space per 300 square feet of gross floor area, but not less than two (2) spaces per office.
- v. Business and education center: one (1) space per 350 square feet of gross floor area.
- vi. Financial establishments, banks and savings and loan associations: one (1) space per 300 square feet of gross floor area, plus three (3) off-street waiting spaces (stacking area) per drive-in window or drive-through teller machine.
- vii. Hotels, motels and extended stay hotels: one (1) space per room or suite, plus one (1) space per 200 square feet of public meeting and/or banquet room, plus 50% of the spaces otherwise required for accessory uses (e.g. restaurants).
- viii. Meeting and banquet room/hall: one (1) space per 200 square feet of gross floor area.
- ix. Commercial recreation/entertainment, indoor: as required by Planning Commission/City Council.
- x. All other uses: a minimum of one space per 300 square feet of gross floor area.

d) Parking Lot Design Requirements

- i. All off-street parking and loading areas including spaces, driveways, aisles, circulation drives and other vehicular maneuvering areas shall be paved and adequately drained.
- ii. Parking spaces for the handicapped shall meet the requirements of the Americans with Disabilities Act (ADA). Each such space may be included in the computation of required number of spaces by use.
- iii. Parking space dimensions shall conform to the following minimum area and dimensions exclusive of driveways and drive aisles.

Parking Pattern	Minimum Width	Minimum Length
90°	9'	19'
Angled	9'	19'
Parallel	7'	23'

- iv. Each site shall have an access drive into the parking area and accommodate vehicular movement on-site through drive aisles. Access drives and drive aisles shall conform to the following dimensions.

Traffic Pattern	Minimum Width	Maximum Width
One way	12'	18'
Two way	20'	28'

- v. Loading space shall adhere to the Grove City Code, except the number of loading spaces provided shall be determined and approved as part of the Development Plan.
- vi. Structured parking shall be permitted as approved during the Development Plan process. The use of green building practices, such as green roofs, are encouraged to minimize stormwater runoff.

- vii. Parking areas may be constructed with permeable pavers, asphalt or concrete or turf blocks, subject to approval by the City. If approved by the City, the calculations for required stormwater management and retention measures will be adjusted. A maintenance plan, outlining responsible parties, procedures and schedules for permeable pavement areas must be submitted and approved by the City.
- viii. Bio-retention swales may be utilized in lieu of traditional parking lot islands provided such areas are improved with appropriate vegetation as determined during the Development Plan process.
- ix. Internal parking lot medians between parking lot bays are not required but are encouraged.
- x. Driveway aprons connecting parking lots to roadways may not be constructed with permeable materials.

e) Landscaping Requirements

- i. Landscaping shall be in accordance with Grove City Code except as noted below:
 - (a) Truck parking and loading areas shall be screened with a continuous 6 foot high earthen mound, landscape hedge or wall or combination thereof. Supplemental landscaping shall also be provided to buffer these facilities at the following ratios: one 2" caliper tree shall be planted 50 feet on center and one 6' evergreen tree shall be planted 20' on center.
- ii. Any portion of a lot upon which a building or parking area is not constructed shall be covered with landscaped materials, sod in the developed areas or other ground cover. Grass, farm crops or other ground cover shall be planted in areas awaiting development, wherever practicable.
- iii. Ground mounted service structures and mechanicals shall be screened in accordance with Grove City Code.

f) Lighting Requirements

- i. All parking and pedestrian areas shall be adequately lighted. Lighting shall be arranged to reflect the light away from any street or adjoining property.
- ii. All parking lot lights shall be mounted on decorative poles and have a consistent design, height and finish.
- iii. All wall mounted fixtures shall be compatible in type, design, finish and style to pole mounted light fixtures.
- iv. Pole mounted lighting shall be no higher than thirty-five feet (35').
- v. Casting of horizontal light shall be prohibited; light fixtures shall be cut-off or shielded to cast light in an upward or downward direction.
- vi. All structure illuminations shall be from concealed sources. Pole mounted spots are prohibited.
- vii. Colored lights may be used to light the exterior of structures subject to City approval through the Development Plan process.

g) Signage Requirements

All signs shall adhere to Grove City Code except as varied through the Development Plan process.

h) Waste and Refuse Requirements

- i. All waste and refuse shall be containerized and screened by a solid wall and landscaping on three sides and shall have an access gate. Screening materials shall be consistent

with materials of the building and incorporate landscaping and bollards per Grove City Code.

- ii. Collection Bins and dumpsters as regulated by Grove City Code shall be allowed for recyclables provided they are located and screened in accordance with Code. Screening materials shall be consistent with materials of the building and incorporate landscaping and bollards. Semi-trailer donation centers may be allowed as approved through the Development Plan process.

B. SUBAREA B – INDUSTRIAL USES

The purpose of Subarea B is to provide suitable areas for industrial activities. Uses developed within this subarea are intended to maintain an environment relative to noise, odor, dust, smoke, light, glare or vibration that is in compliance with applicable State and Federal environmental regulations. Uses within this district are intended to operate without imposing any unusual burdens upon utility or government services.

In order to maintain an environment that is compatible with adjacent land uses, uses in Subarea B must operate within enclosed primary structures except for outdoor storage and service areas as established by these regulations and approved through the Development Plan review process.

1. Permitted Uses

- a) Manufacturing uses involving processing, fabrication, packaging, assembly and related functions whether using machinery or labor and associated with the industrial operations of producing goods, components, and other related items.
- b) Wholesaling, distribution, warehouse and storage uses including, transporting, storing (excluding self-storage), handling, or selling merchandise primarily to retailers, industrial, institutional, or professional uses, or to other wholesalers, or acting as agents in buying merchandise for such persons or organizations.
- c) Research and development uses including research relating to product development in conjunction with testing, laboratory, and minor fabricating and assembly operations.
- d) Trade service uses including, but not limited to, establishments engaged in the general construction, maintenance, or the repair of real or other tangible property.
- e) Hydroponic and Aquaponic greenhouses.
- f) Private service facilities/utilities – electric substation, wastewater treatment plant, bio-mass and bio-gas plant, mixed waste to energy plant, and central energy plant for the production of chilled water.

2. Conditional Uses – Special use permits shall be obtained pursuant to the Grove City Code for all of the following uses:

- a) Building material retail sales including:
 - i. Paint, glass and wallpaper.
 - ii. Plumbing and electrical supplies.
 - iii. Lumber and other home improvement sales.
- b) Outdoor Storage.
- c) Recreational uses operated for commercial.
 - i. Miscellaneous recreation facilities or centers operated outdoors or indoors.
- d) Public service facilities, including wireless telecommunication facilities.

3. Development Standards

Permitted uses within Subarea B shall conform to the following standards. Conditional uses shall also conform to these standards and, where applicable, to the requirements and standards of the General and Supplemental Requirements in sections 1135.09(12)(B) thru (G) of the Grove City Planning and Zoning Code.

a) Lot Requirements

- i. Minimum Lot Area: None, except that lot size shall be adequate to meet all building and pavement setbacks, parking, circulation and landscaping requirements.
- ii. Minimum lot width: None, except that all lots must abut a public or private street and have adequate width to meet all building and pavement setbacks, parking, circulation and landscaping requirements.
- iii. Minimum front yard setback (private cross-access easement frontage): Structure setback, 30 feet; pavement setback, 10 feet.
- iv. Minimum front yard setback (public right-of-way frontage): Structure setback, 30 feet; pavement setback, 15 feet. Truck parking shall not be permitted between the primary building and right-of-way.
- v. Minimum side yard setback: Structure setback 15 feet; pavement setback, 10 feet. Truck parking and loading areas shall be setback 10 feet. Where applicable, minimum setbacks shall be in addition to required bufferyards.
- vi. Minimum rear yard setback: Structure setback 15 feet; pavement setback, 10 feet. Truck parking and loading areas shall be setback 10 feet. Where applicable, minimum setbacks shall be in addition to required bufferyards.
- vii. Maximum lot coverage: All impervious surface areas including building, parking, etc. shall not cover more than 85 percent of the site. At least 15 percent of the site area shall be landscaped.
- viii. Parking areas/ drive aisles shall be no closer to the main structure than 5 feet.

b) Building Requirements

- i. Maximum building height of 150 feet.
- ii. Building materials shall be a combination of brick, precast concrete, stone, cultured stone, glass, photovoltaic panels and smooth, embossed or corrugated metal panels with architectural finish. Stucco, synthetic stucco, split face block and wood trim may be used as an accent material not to exceed forty percent (40%) in area of each façade. Material may be used individually or in any combination thereof.
- iii. Buildings shall be oriented towards public rights-of-way or private roadway as applicable. On sites with multiple road frontages, building orientation should be oriented towards public rights-of-way and where feasible towards other private frontages.
- iv. Roof top units/mechanicals shall be screened on all four sides though the placement of building elements, louvers or any combination thereof to prevent the view of such mechanicals. The height of the screen shall be a minimum of one (1) foot higher than the tallest mechanical unit.
 - (a) Photovoltaic panels shall not be considered mechanicals so long as they are not pole mounted and are incorporated into the overall design aesthetic of the structure.

c) Outdoor Use Areas/Storage

All open service areas, outdoor storage areas or loading docks shall be screened by walls or fences, six feet minimum height, twelve feet maximum height, that effectively conceal such

operations from adjacent streets or adjacent sites. Open service and outdoor storage areas may not exceed ten percent (10%) of the lot area.

d) Parking Ratios

- i. Manufacturing facilities: one (1) space per 2,000 square feet of gross floor area.
- ii. Wholesaling/distribution/warehouse facilities: one (1) space for every 300 square feet of office and sales area, plus one space for every 4,000 square feet of warehouse and storage area.
- iii. Research and development facilities: one (1) space per 1,000 square feet of gross floor area.
- iv. Trade service uses: one (1) space for every 1,000 square feet of floor area, plus one (1) space for every business vehicle.
- v. Greenhouse uses: one (1) space for every 300 square feet of office/administrative area, plus one (1) space for every 15,000 square feet of growing or storage area
- vi. Service/utility uses: one (1) space per 1,000 square feet of gross floor area.
- vii. Commercial recreation/entertainment (indoor/outdoor): as required by Planning Commission/City Council.
- viii. All other uses: a minimum of one (1) space per 1,000 square feet of gross floor area.

e) Parking Lot Design Requirements

- i. All off-street parking and loading areas including spaces, driveways, aisles, circulation drives and other vehicular maneuvering areas shall be paved and adequately drained.
- ii. Parking spaces for the handicapped shall meet the requirements of the Americans with Disabilities Act (ADA). Each such space may be included in the computation of required number of spaces by use.
- iii. Parking space dimensions shall conform to the following minimum area and dimensions exclusive of driveways and drive aisles.

Parking Pattern	Minimum Width	Minimum Length
90°	9'	19'
Angled	9'	19'
Parallel	7'	23'

- iv. Each site shall have an access drive into the parking area and accommodate vehicular movement on-site through drive aisles. Access drives and drive aisles shall conform to the following dimensions.

Traffic Pattern	Minimum Width	Maximum Width
One way	12'	18'
Two way	20'	28'

- v. Loading space shall adhere to the Grove City Code except the number of loading spaces provided shall be determined and approved as part of the Development Plan.
- vi. Structured parking shall be permitted as approved during the Development Plan process. The use of green building practices, such as green roofs are encouraged to minimize stormwater runoff.
- vii. Parking areas may be constructed with permeable pavers, asphalt, or concrete or turf blocks, subject to approval by the City. If approved by the City, the calculations for required stormwater management and retention measures will be adjusted. A

maintenance plan, outlining responsible parties, procedures and schedules for permeable pavement areas must be submitted and approved by the City.

- viii. Bio-retention swales may be utilized in lieu of traditional parking lot islands provided such areas are improved with appropriate vegetation as approved through the Development Plan process.
- ix. Internal parking lot medians between parking lot bays are not required but are encouraged.
- x. Driveway aprons connecting parking lots to roadways may not be constructed with permeable materials.

f) Landscaping Requirements

- i. Landscaping shall be in accordance with Grove City Code.
- ii. Any portion of a lot upon which a building or parking area is not constructed shall be covered with landscaped materials, sod in the developed areas or other ground cover. Grass, farm crops or other ground cover shall be planted in areas awaiting development, wherever practicable.
- iii. Ground mounted service structures and mechanicals shall be screened in accordance with Grove City Code.

g) Lighting Requirements

- i. All parking and pedestrian areas shall be adequately lighted. Lighting shall be arranged to reflect the light away from any street or adjoining property.
- ii. Pole mounted lighting shall be no higher than thirty-five feet (35').
- iii. Casting of horizontal light shall be prohibited; light fixtures shall be cut-off or shielded to cast light in an upward or downward direction.
- iv. All structure illuminations shall be from concealed sources. Pole mounted spots are prohibited.
- v. Colored lights may be used to light the exterior of structures subject to City approval through the Development Plan process.

h) Signage Requirements

All signs shall adhere to Grove City Code except as varied through the Development Plan process.

i) Waste and Refuse Requirements

- i. All waste and refuse shall be containerized and screened by a solid wall and landscaping on three sides and shall have an access gate. Screening materials shall be consistent with materials of the building and incorporate landscaping and bollards per Grove City Code.
- ii. Collection Bins and dumpsters as regulated by Grove City Code shall be allowed for recyclables provided they are located and screened in accordance with Code. Screening materials shall be consistent with materials of the building and incorporate landscaping and bollards. Semi-trailer donation centers may be allowed as approved through the Development Plan process.

C. SUBAREA C – WASTE TRANSFER AND SORTING

The purpose of Subarea C is to provide suitable areas for waste transfer and sorting and service activities. Uses developed within this subarea are intended to maintain an environment relative to noise, odor, dust, smoke, light, glare or vibration that is compatible with adjacent land uses and in

compliance with applicable State and Federal environmental regulations. Uses within this district are intended to operate without imposing any unusual burdens upon utility or government services.

In order to maintain an environment that is compatible with adjacent land uses, uses in Subarea C must operate within enclosed primary structures except for a restricted amount of outdoor storage as established by these regulations and approved through the Development Plan review process.

1. Permitted Uses

- a) Waste/refuse transfer.
- b) Material storage (non-retail).
- c) Gasoline and alternative fuel service station (non-retail).
- d) Vehicular wash facility (non-retail).

2. Development Standards

Permitted uses within Subarea C shall conform to the following standards.

a) Lot Requirements

- i. Minimum Lot Area: None, except that lot size shall be adequate to meet all building and pavement setbacks, parking, circulation and landscaping requirements.
- ii. Minimum lot width: None, except that all lots must abut a public or private street and have adequate width to meet all building and pavement setbacks, parking, circulation and landscaping requirements.
- iii. Minimum front yard setback (north): Structure setback, 60 feet; pavement setback, 35 feet.
- iv. Minimum side yard setback (west): Structure setback 10 feet; pavement setback, 0 feet. Truck parking and loading areas shall be setback 20 feet.
- v. Minimum rear yard setback (southeast): Structure setback 15 feet; pavement setback, 5 feet along the limited access of Interstate 71. Truck parking and loading areas shall be setback 20 feet.
- vi. Maximum lot coverage: All impervious surface areas including building, parking, etc. shall not cover more than 85 percent of the site. At least 15 percent of the site area shall be landscaped with natural vegetation.

b) Building Requirements

- i. Maximum building height of 150 feet.
- ii. Building materials shall be a combination of brick, precast concrete, stone, cultured stone, glass, and photovoltaic with architectural finish. Stucco, synthetic stucco panels, smooth, embossed or corrugated metal panels and wood trim may be used as an accent material not to exceed forty percent (40%) in area of each façade. Material may be used individually or in any combination thereof. Due to the site's proximity and visibility from Interstate 71, enhanced design and added architectural detail shall be required to be incorporated into the elevations that are visible from public rights-of-way.
- iii. Roof top units/mechanicals shall be screened in accordance with Grove City Code.
 - (a) Photovoltaic panels shall not be considered mechanicals so long as they are not pole mounted and are incorporated into the overall design aesthetic of the structure.

c) Parking Ratio

One (1) space per 2,500 square feet of gross floor area.

d) Parking Lot Design Requirements

- i. All off-street parking and loading areas including spaces, driveways, aisles, circulation drives and other vehicular maneuvering areas shall be paved and adequately drained.
- ii. Parking spaces for the handicapped shall meet the requirements of the Americans with Disabilities Act (ADA). Each such space may be included in the computation of required number of spaces by use.
- iii. Parking space dimensions shall conform to the following minimum area and dimensions exclusive of driveways and drive aisles.

Parking Pattern	Minimum Width	Minimum Length
90°	9'	19'
Angled	9'	19'
Parallel	7'	23'

- iv. No access is to be sought or granted within the limited access of London-Groveport Road (SR665). Access shall be facilitated through a cross-access easement agreement with the Solid Waste Authority of Central Ohio (SWACO) with ingress/egress provided at the signalized intersection of SR665 and Gateway West Drive.
- v. Loading space shall adhere to the Grove City Code except the number of loading spaces provided shall be determined and approved as part of the Development Plan.
- vi. Bio-retention swales may be utilized in lieu of traditional parking lot islands provided such areas are improved with appropriate vegetation as determined during the Development Plan process.
- vii. Internal parking lot medians between parking lot bays are not required but are encouraged.
- viii. Driveway aprons connecting parking lots to roadways may not be constructed with permeable materials.

e) Landscaping Requirements

- i. Landscaping shall be in accordance with Grove City Code.
- ii. Ground mounted service structures and mechanicals shall be screened in accordance with Grove City Code.

f) Lighting Requirements

- i. All parking and pedestrian areas shall be adequately lighted. Lighting shall be arranged to reflect the light away from any street or adjoining property.
- ii. Pole mounted lighting shall be no higher than thirty-five feet (35').
- iii. Casting of horizontal light shall be prohibited; light fixtures shall be cut-off or shielded to cast light in an upward or downward direction.
- iv. All structure illuminations shall be from concealed sources. Pole mounted spots are prohibited.
- v. Colored lights may be used to light the exterior of structures subject to City approval through the Development Plan process.

g) Signage Requirements

All signs shall adhere to Grove City Code except as described by these regulations or as varied through the Development Plan process.

D. SUBAREA D – PROFESSIONAL OFFICE / RESEARCH

The purpose of Subarea D is to encourage and provide for the orderly development of office and research uses with a view to their unique demands for traffic accessibility. This subarea will help serve as a compatible buffer between residential and industrial use areas

1. Permitted Uses

- a) Research and Development facilities for personnel engaged in research, synthesis, analysis, development and testing laboratories, including the fabrication, assembly, mixing and preparation of equipment and components incident or convenient or necessary to the conduct of such activities.
- b) Administrative and business offices not carrying on retail trade with the public and having no stock of goods maintained for sale to customers, as long as they are intended to serve the permitted research and development use and are clearly subordinate and incidental to that use.
- c) Manufacturing uses involving processing, fabrication, packaging, assembly and related functions whether using machinery or labor, as long as they are intended to serve the permitted research and development use and are clearly subordinate and incidental to that use (less than 50% of the building area).
- d) Public use facilities.

2. Development Standards

Permitted uses within Subarea D shall conform to the following standards.

a) Lot Requirements

- i. Minimum Lot Area: None, except that lot size shall be adequate to meet all building and pavement setbacks, parking, circulation and landscaping requirements.
- ii. Minimum lot width: None, except that all lots must abut a public or private street and have adequate width to meet all building and pavement setbacks, parking, circulation and landscaping requirements.
- iii. Minimum front yard setback: Structure setback, 30 feet; Pavement setback, 10 feet per Typical Interior Roadway Section shown on Exhibit A: Preliminary Master Plan.
- iv. Minimum side yard setback: Structure setback 15 feet; pavement setback, 10 feet. Truck parking and loading areas shall be setback 15 feet. Where applicable, minimum setbacks shall be in addition to required bufferyards.
- v. Minimum rear yard setback: Structure setback 15 feet; pavement setback, 10 feet. Truck parking and loading areas shall be setback 15 feet. Where applicable, minimum setbacks shall be in addition to required bufferyards.
- vi. Maximum lot coverage: All impervious surface areas including building, parking, etc. shall not cover more than 85 percent of the site. At least 15 percent of the site area shall be landscaped.
- vii. Parking areas/ drive aisles shall be no closer to the main structure than 10 feet.

b) Building Requirements

- i. Maximum building height of 50 feet.
- ii. Buildings shall be developed with four-sided architecture, placing equal emphasis and importance on each building elevation. Finish materials shall be brick, stone, cultured stone, or glass and shall compose a minimum of forty percent (40%) the facades' total

area. In addition, precast concrete with an architectural finish, stucco, synthetic stucco, wood trim, and smooth, embossed or corrugated metal panels with architectural finish may be used as accent materials. The use of photovoltaic panels and screens are encouraged.

- iii. Roof top units/mechanicals shall be screened in accordance with Grove City Code.

(a) Photovoltaic panels shall not be considered mechanicals so long as they are not pole mounted and are incorporated into the overall design aesthetic of the structure.

c) Outdoor Use Areas/Storage

All open service areas, outdoor storage areas or loading docks shall be screened by walls or fences, six feet minimum height, twelve feet maximum height, that effectively conceal such operations from adjacent streets or adjacent sites. Open service and outdoor storage areas may not exceed ten percent (10%) of the lot area.

d) Parking Ratios

- i. Research and development facilities: one (1) space per 600 square feet of gross floor area.
- ii. Manufacturing facilities: one (1) space per 2,000 square feet of gross floor area.
- iii. Service/utility uses: one (1) space per 1,000 square feet of gross floor area.

e) Parking Lot Design Requirements

- i. All off-street parking and loading areas including spaces, driveways, aisles, circulation drives and other vehicular maneuvering areas shall be paved and adequately drained.
- ii. Parking spaces for the handicapped shall meet the requirements of the Americans with Disabilities Act (ADA). Each such space may be included in the computation of required number of spaces by use.
- iii. Parking space dimensions shall conform to the following minimum area and dimensions exclusive of driveways and drive aisles.

Parking Pattern	Minimum Width	Minimum Length
90°	9'	19'
Angled	9'	19'
Parallel	7'	23'

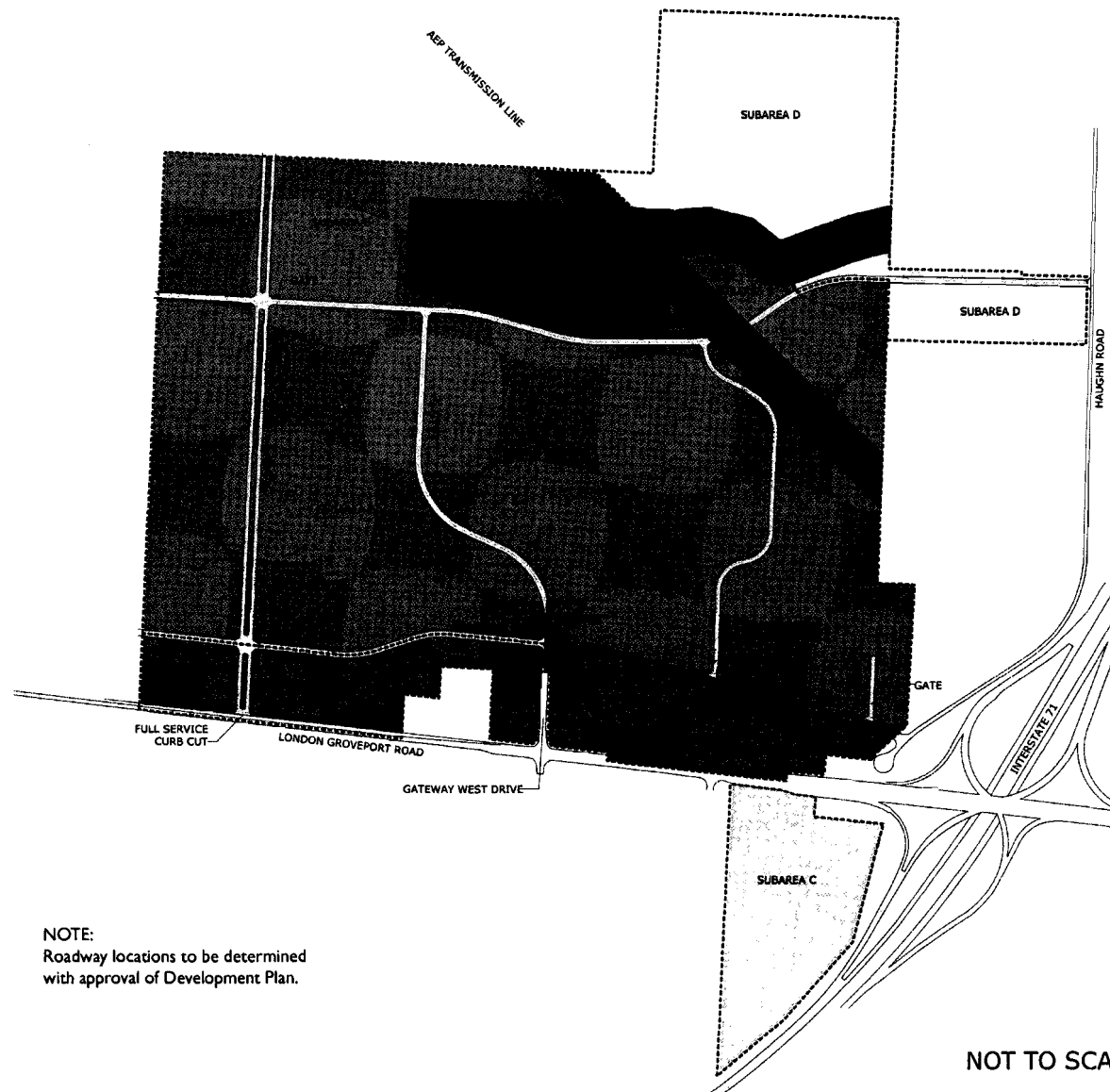
- iv. Each site shall have an access drive into the parking area and accommodate vehicular movement on-site through drive aisles. Access drives and drive aisles shall conform to the following dimensions.

Traffic Pattern	Minimum Width	Maximum Width
One way	12'	18'
Two way	20'	28'

- v. Loading space shall adhere to the Grove City Code except the number of loading spaces provided shall be determined and approved as part of the Development Plan.
- vi. Parking areas may be constructed with permeable pavers, asphalt, or concrete or turf blocks, subject to approval by the City. If approved by the City, the calculations for required stormwater management and retention measures will be adjusted. A maintenance plan, outlining responsible parties, procedures and schedules for permeable pavement areas must be submitted and approved by the City.

- vii. Bio-retention swales may be utilized in lieu of traditional parking lot islands provided such areas are improved with appropriate vegetation as determined during the Development Plan process.
 - viii. Internal parking lot medians between parking lot bays are not required but are encouraged.
 - ix. Driveway aprons connecting parking lots to roadways may not be constructed with permeable materials.
- f) Landscaping Requirements
- i. Landscaping shall be in accordance with Grove City Code except as noted below:
 - (a) Truck parking and loading areas shall be screened with a continuous 6 foot high earthen mound or wall or combination thereof. Supplemental landscaping shall also be provided to buffer these facilities at the following ratios: one 2" caliper tree shall be planted 50 feet on center and one 6' evergreen tree shall be planted 20' on center.
 - ii. Any portion of a lot upon which a building or parking area is not constructed shall be covered with landscaped materials, sod in the developed areas or other ground cover. Grass, farm crops or other ground cover shall be planted in areas awaiting development, wherever practicable.
 - iii. Ground mounted service structures and mechanicals shall be screened in accordance with Grove City Code.
- g) Lighting Requirements
- i. All parking and pedestrian areas shall be adequately lighted. Lighting shall be arranged to reflect the light away from any street or adjoining property.
 - ii. All parking lot lights shall be mounted on decorative poles and have a consistent design, height and finish.
 - iii. All wall mounted fixtures shall be compatible in type, design, finish and style to pole mounted light fixtures.
 - iv. Pole mounted lighting shall be no higher than thirty-five feet (35').
 - v. Casting of horizontal light shall be prohibited; light fixtures shall be cut-off or shielded to cast light in an upward or downward direction.
 - vi. All structure illuminations shall be from concealed sources. Pole mounted spots are prohibited.
 - vii. Colored lights may be used to light the exterior of structures subject to City approval through the Development Plan process.
- h) Signage Requirements
- All signs shall adhere to Grove City Code except as varied through the Development Plan process.
- i) Waste and Refuse Requirements
- i. All waste and refuse shall be containerized and screened by a solid wall and landscaping on three sides and shall have an access gate. Screening materials shall be consistent with materials of the building and incorporate landscaping and bollards per Grove City Code.
 - ii. Collection Bins and dumpsters as regulated by Grove City Code shall be allowed for recyclables provided they are located and screened in accordance with Code. Screening materials shall be consistent with materials of the building and incorporate landscaping

and bollards. Semi-trailer donation centers may be allowed as approved through the Development Plan process.



GEMINI SYNERGY CENTER

Exhibit B- PUD-I Subareas 08.27.13

Charles A. Jones
Civil Engineer, AEC, P.E.
Expiration Date 12/31/2015

Date: 09/11/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-45-13
1st Reading: 09/16/13
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-45-13

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR GEMINI SYNERGY CENTER LOCATED AT 3500 LONDON-GROVEPORT ROAD

WHEREAS, on September 03, 2013, the Planning Commission recommended approval of the preliminary development plan for Gemini synergy Center as submitted.

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

SECTION 1. This Council hereby accepts the Preliminary Development Plan for Gemini Synergy Center, as submitted.

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

Ted A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

Date: 09/11/13
Introduced By: Ms. K-McGraw
Committee: Lands
Originated By: Plan. Comm.
Approved:
Emergency: 30 Days:
Current Expense:

No.: CR-46-13
1st Reading: 09/16/13
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-46-13

A RESOLUTION TO APPROVE THE EXTERIOR BUILDING MODIFICATIONS FOR GUARNATEED HEATING AND COOLING LOCATED AT 3827 BROADWAY IN THE HISTORICAL PRESERVATION AREA

WHEREAS, on September 03, 2013, the Planning Commission recommended approval of the Exterior Building Modifications for Guaranteed Heating and Cooling located at 3827 Broadway, with the following stipulations:

1. The brick base will be extended around the north elevation of the structure;
2. Written consent shall be executed by Guaranteed Heating & Cooling and Grove City Jiu Jitsu for the joint use of the off-street parking facility. A copy shall be filed with the application for a building permit.

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 Exterior Building Modifications to Guaranteed Heating and Cooling, located at 3827 Broadway, contingent upon the stipulations set by Planning Commission.

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

Ted. A. Berry, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law