GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

August 05, 2019	*6:30 - Caucus*	*7:00 – Reg. Meet.*

PRESENTATIONS: Best of the Bus

LANDS: Mr. Schottke

Ordinance C-25-19	Authorize the City Administrator to enter into an Agreement granting a Temporary Easement with Mark and Colleen Haughn. Second reading and public hearing.
Ordinance C-34-19	Approve the Rezoning of 3725 Broadway from C-1 (Service Commercial to PSO (Professional Services). Second reading and public hearing.
Ordinance C-35-19	Amend the PUD-C Zoning, as approved by Ordinance C-46-99, to Approve the Use for an Addiction Recovery Facility for Ohio Addiction Recovery Center located at 3880 Jackpot Road. Second reading and public hearing.
Ordinance C-37-19	Approve a Special Use Permit for Dog Grooming for Dogs Rule Dog Day Care located at 4095 Hoover Road. First reading.
Ordinance C-38-19	Approve a Special Use Permit for an Automotive Service Station for Priority Truck Services, LLC located at 4353 Broadway. First reading.
Resolution CR-07-19	Approve the Development Plan for The Residences at Brown's Farm/The Cottages at Brown's Farm located South of Orders Road and East & West of Haughn Rd.

SAFETY: Mr. Davis

Ordinance C-39-19	Amend Various Sections of Chapter 1138 titled Historical Preservation Area and Sign Code. First reading.

SERVICE: Mr. Berry

Resolution CR-33-19	Support the State and US Bike Route System.

FINANCE: Ms. Houk

Ordinance C-29-19	Declaring the Improvements to Certain Parcels of Real Property in the City to be a Public Purpose and Exempt from Taxation pursuant to ORC 5709.40(B); Providing for the Collection and Deposit of Service Payments in lieu of taxes and Specifying the purposes for which those service payments may be expended; Requiring the Distribution of the applicable portion of those service payments to the South-Western School District; and Establishing a Tax Increment Equivalent Fund for the deposit of the remainder of those service payments. Second reading and public hearing.

Finance Continued:

Ordinance C-31-19 Declaring the Improvement of Certain Real Property located in the City of Grove City, Ohio to be a Public Purpose; Exempting One Hundred Percent of the Value of such Improvement from Real Property Taxation for a period of Thirty Years; Creating the Brown's Farm TIF Incentive District within the City; Declaring the Improvements to Real Property within the Incentive District to be a Public Purpose; Exempting One Hundred Percent of the Value of such Improvements within the Incentive District from Real Property Taxation for a period of Thirty Years; Describing the Public Infrastructure Improvements made or to be made to Directly Benefit or Serve the Parcels for which Improvements are declared to be a Public Purpose; Requiring the Owners of Parcels for which Improvements are Declared to be a Public Purpose to make Annual Service Payments in lieu of Taxes during the Periods of Exemption; Establishing a Municipal Public Improvement Tax Increment Equivalent Fund for the deposit of such Service Payments; Authorizing the Execution of a Tax Increment Financing Agreement; and approving related matters. Second reading and public hearing.

Ordinance C-36-19 Authorize the City Administrator to enter into an Agreement with Tyler Technologies. Second reading and public hearing.

New Bus.: Review of Beulah & Pinnacle Parks

ON FILE: Minutes of: 07/15 & 7/22 Council Meeting; 7/16 Plan. Comm.

Date: 05/15/19	No.: C-25-19
Introduced By: Mr. Schottke	1st Reading: 05/20/19
Committee: Lands	Public Notice: 05/21/19
Originated By: Mr. Smith	2nd Reading: 06/03/19 Postponed to 8-5-19
Sponsor : Mr. Schottke	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:__________	Passage Publication:

ORDINANCE C-25-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT GRANTING A TEMPORARY EASEMENT WITH MARK AND COLLEEN HAUGHN

WHEREAS, on August 18, 2014, Council enacted Resolution CR-42-14 which endorsed the realignment of the Columbus Street and Mill Street at Broadway and the library site; and

WHEREAS, in 2015, this Council authorized the City Administrator to take all necessary actions for the realignment of Columbus Street and Mill Street via Ordinance C-04-15 and funded the project via Ordinance C-28-15; and

WHEREAS, on April 06, 2015, Council enacted Resolution CR-16-15 which approved the preliminary development plan for Beulah Park that included "visual and physical connection of Columbus St. extended through a Town Center Plaza to Beulah Park, along with the extensions of Cleveland Ave, Grant St, and Park St will create a walkable community for future residents, existing residents of the Beulah Subdivision, and for the patrons of Town Center businesses"; and

WHEREAS, a new railroad crossing is necessary to connect Columbus Street to Beulah Park and to build a new railroad crossing, it is necessary to close the existing crossing at Grant Avenue; and

WHEREAS, this agreement will enable semi-trucks to continue to service the existing businesses that are located on Grant Avenue.

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

SECTION 1. City Council hereby authorizes the City Administrator to execute an Agreement to Grant a Temporary Easement with Mark and Colleen Haughn upon the terms and conditions set forth in Exhibit A.

SECTION 2. This Ordinance shall take effect at the earliest date permitted by law.

____
Steven R. Robinette, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest: ______________________________
Tami K. Kelly, MMC, Clerk of Council

C-25-19

AGREEMENT TO GRANT A TEMPORARY EASEMENT

This Agreement to Grant a Temporary Easement (the "Agreement") is made and entered into this _____ day of ______________ 2019, by and between the City of Grove City, Ohio, an Ohio municipal corporation (the "City"), with mailing address at 4035 Broadway, Grove City, Ohio 43123, and Mark A. Haughn and Colleen D. Haughn (the "Haughns"), with mailing address at 4622 Lombardo Street, Grove City, Ohio 43123.

I. Background

A. The Haughns own the real property known as Franklin County Auditor's Parcels No. 040-015404 and 040-000234 with a common address of 3454 Grant Avenue, Grove City, Ohio 43123 (the "Property", the Property shall include that portion of Franklin County Auditor's Parcel No. 040-000750 and the 881± square feet of land area as depicted on Exhibit A and addressed hereafter in Section II.C.(1.)d. and e., respectively).

B. The City intends to close off Grant Avenue – as part of a larger roadway and infrastructure improvement project – just east of the railroad tracks, such that vehicular traffic can no longer travel west/northwest-bound on Grant Avenue over the railroad tracks and can no longer reach Front Street from Grant Avenue.

C. Across the street from the Property is an existing business, Magic Dragon Machine Inc. (the "Business"), which is located at 3451 Grant Avenue, Grove City, Ohio 43123, Franklin County Auditor's Parcel No. 040-000137 (the "Burket Property"). The Burket Property is owned by Richard Burket and the Business is owned and operated by Richard Burket.

D. The Business often has large semi-trucks enter the Burket Property from Grant Avenue and exit the Burket Property traveling west/northwest-bound on Grant Avenue to exit onto Front Street.

E. Because the Business' semi-trucks will no longer be able to exit the Burket Property traveling west/northwest-bound on Grant Avenue and will no longer be able to exit onto Front Street from Grant Avenue, the City desires to provide the Business access to maneuver over a portion of the Property reasonably necessary for the Business' semi-trucks to maneuver.

F. The Haughns agree to grant a temporary access easement over the Property to the City for the benefit of the Business and the City upon the terms and conditions set forth herein.

II. Agreement

A. NOW, THERFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties restate the foregoing Background as if fully rewritten in this Section II and agree to the following terms and conditions:

B. Haughns' Obligations. Haughns shall grant to the City a temporary easement generally in the form and content attached hereto as Exhibit B (the "Easement") over a portion of the Property described in said Easement (the "Easement Area").

C. City's Obligations.

(1.) Property Improvements. The City shall, prior to any use of the Easement Area by the Business:

a. remove the existing asphalt from the Easement Area and improve the Easement Area with eight inches of composite pavement consisting of six inches of concrete covered by two inches of asphalt as depicted on Exhibit C, attached hereto;

b. apply pavement sealer/rejuvenator and re-stripe the entire parking lot (including the Easement Area) serving the Property as shown on Exhibit C;

c. install three bollards, approved by the Haughns, and install concrete pavement at the Property's entrance apron from Grant Avenue, and at the entrance to the building located on the Property, all as depicted on Exhibit C;

d. take any and all reasonable actions necessary to acquire the 2,140± square feet of CSX property depicted on Exhibit A (the "CSX Property") and to convey said CSX Property to the Haughns at no cost. (Notwithstanding Section II.C.(2.) of this Agreement to the contrary, in the event the City is unable to acquire the CSX Property on or before the third year anniversary date of the Haughns' execution of this Easement, City shall pay to the Haughns Twelve Thousand Dollars ($12,000.00) within ten (10) days after said third anniversary and, thereafter, pay the Haughns annual considerations as set for in section C(2) below., until the Easement is terminated.)

e. shall cause the vacation of the 881± square feet of existing City right-of-way as depicted on Exhibit A; and

f. pay the Haughns' attorney fees set forth on the invoice attached hereto as Exhibit D.

(2.) Numerical Consideration. Unless sooner terminated pursuant to the terms of the Easement, on the fifth year anniversary of the Haughns' execution of the Easement, and each year anniversary date thereafter, until the Easement is terminated, the City shall pay the Haughns three thousand dollars ($3,000.00).

D. Miscellaneous Terms.

(1.) Compensation. The City's performance of its obligations set forth in Section II.C. shall constitute the entire compensation due the Haughns in exchange for the Haughns granting of the Easement, including any damages to any residual portion of the Property or other lands owned by the Haughns.

(2.) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, of partnership or of joint venture between the parties, it being understood and agreed that no provision contained herein or any act of the parties hereto shall be deemed to create any relationship other than grantors and grantees of the rights and easements set forth herein.

(3.) Waiver. Except to the extent that a party may have otherwise agreed in writing, no waiver by such party of any breach of another party of any of its obligations, agreements, or covenants hereunder shall be deemed to be a waiver of any subsequent breach of the same or of any other covenants, agreements, or obligations, nor shall any forbearance by a party to seek a remedy for any breach by another party be deemed a waiver of any rights or remedies with respect to such breach or any similar breach in the future.

(4.) Captions and Pronoun Usage. The captions and section numbers in this Agreement are for convenience only and shall not be deemed to be a part hereof. The pronouns used herein shall be considered as meaning the person, number, and gender appropriate under the circumstances at any given time.

(5.) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

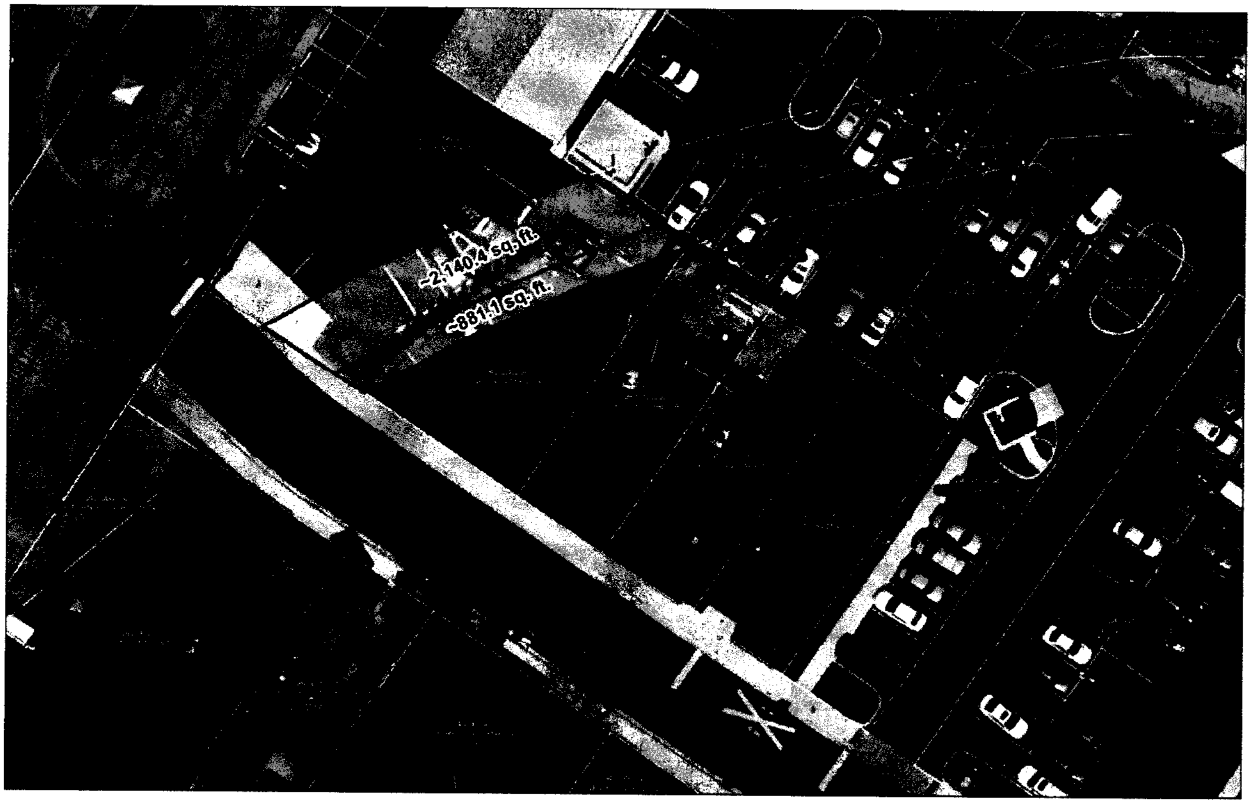
(6.) Modification. This Agreement, or any covenant set forth herein, may not be amended, terminated, rescinded, or otherwise modified, in whole or in part, except by a written instrument executed by the parties hereto.

(7.) Authority. Grantors represent and warrant that they have the full right and authority to enter into this Agreement and to grant the rights hereby conveyed to the City.

(8.) Termination. This Agreement shall terminate upon the termination of the Easement.

[Rest of page left intentionally blank. Signature page to follow.]

EXHIBIT A



1. The above recitals are incorporated in their entirety by this declaration, as if fully re-stated hereunder.

2. Grantors, as owners of Grantors' Property, do hereby grant and convey to the City for the use and benefit of the Business and City, and their respective successors, assigns, and invitees, a temporary non-exclusive easement for the purpose of vehicular and semi-truck access, maneuverability, and maintenance over, on, upon, and across the Easement Area an for no other purposes whatsoever, which is located on the Grantors' Property together with all of Grantors' rights, privileges, easements, and appurtenances in, on, over, and upon adjoining and adjacent highways, roads, and streets necessary for access and maneuverability pursuant to the additional terms of that certain Agreement to Grant a Temporary Easement dated ____________________, by and between the Grantors and the City (the "Agreement").

3. Grantors shall use the Easement Area for any and all purposes not materially ~~and wholly~~ inconsistent with the purposes granted to Grantee hereunder; provided, that, Grantors and their respective successors and assigns, shall not erect any fences, landscaping, screening, or structures in the Easement Area and shall keep the Easement Area free from obstructions during the term of this Easement, as set forth in Section 5 below.

4. The City shall be responsible for the construction, repair, maintenance, and upkeep of the Easement Area through the Date of Termination (as defined below), including the costs thereof pursuant to the terms and conditions of said Agreement.

5. The term of this Easement shall expire, and this Easement shall terminate, immediately, without the need for any further actions taken by the Grantors, or the need to record a termination or release of said Easement in the land records of the county for which the Grantors' Property is situated, upon the occurrence of any one of the following events: (i) the Business ceases to operate on the Burket Property for longer than Twelve (12) months; (ii) the Burket Property is transferred, assigned, conveyed, or sold to any entity, person(s), transferee, or purchaser, except for continuation of the business, for business succession planning purposes or for the purposes of estate planning; (iii) a substantial portion of the existing buildings on the Burket Property are damaged or destroyed by casualty, or otherwise and not restored for the business use within Twenty-Four (24) months; or (iv) the City defaults in any of its obligations under the Agreement, or the City or Business violates any terms of this Easement and fails to cure within Thirty (30) days after delivery of written notice to the City and Burket (in any event, such date shall be the "Date of Termination").

6. This Easement shall be subject to all existing easements of record. This Easement is a temporary easement and shall only run with the land or shall be binding upon and inure to the benefit of the City and Business and their successors and assigns through the Date of Termination.

TO HAVE AND TO HOLD, said Easement Area to the Grantee and its successors and assigns for the uses and purposes set forth herein.

[Signature page to follow.]

IN WITNESS WHEREOF, the undersigned, have executed this Temporary Non-Exclusive Easement for Access and Maneuverability effective as of the date first set forth above.

Grantors:

Mark A. Haughn

____

Colleen D. Haughn

____

STATE OF OHIO)
) SS:
FRANKLIN COUNTY)

Be it Remembered, that on this ____ day of _______________, 2019, before me, the subscriber, a Notary Public in and for said county and state, personally appeared, Mark A. Haughn and Colleen D. Haughn, the Grantors in the foregoing instrument, and acknowledged the signing thereof to be their free act and deed for the purposes stated therein.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the last date aforesaid.

____
Notary Public
My commission expires: ___________________

Exhibit 1

(Legal Description – Grantors' Property)

Exhibit 1

0.215 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, lying in Virginia Military Survey No. 1388, being part of Reserve "A" of that subdivision entitled "Geo. H. Gantz Etal. Add. To Grove City" in Plat Book 5, Page 116, being part of Mill Street vacated by Ordinance Number C-77-89, being part of that tract conveyed to Robert T. Griesenbrock AKA Robert Griesenbrock and Kathryn R. Griesenbrock, Co – Trustees by deed of record in Instrument Number 200505260101469, (all references are to the records of the Recorder's Office, Franklin County, Ohio) and being more particularly described as follows:

Beginning, for reference, at an axle found at the intersection of the westerly right-of-way line of an Alley (15 feet wide) of record in said subdivision "Geo. H. Gantz Etal. Add. To Grove City" and the northerly right-of-way line of Grant Avenue (40 feet wide);

Thence North 55° 46' 41" West, with said northerly right-of-way line, a distance of 204.35 feet to an iron pin set in the westerly line of that tract conveyed to Baltimore and Ohio Railroad by Deed Book 592, Page 1, now known as CSX Transportation Inc, successor by merger, whose merger documents have been summarized and recorded as Official Record 13276A16 and Official Record 13276B15, subsequently re-recorded as Official Record 13283G13 as originally conveyed to the Columbus and Cincinnati Midland Railroad Co. by deed of record in Deed Book 184, Page 540, the TRUE POINT OF BEGINNING;

Thence North 55° 46' 41" West, with said northerly right-of-way line, a distance of 20.67 feet to an iron pin set in the southwesterly corner of said Reserve "A", in the easterly line of that tract conveyed to CSX Transportation, Inc. by Certificate of Merger in Official Record 13276B15 (originally B & O Railroad Co. by deeds of record in Deed Book 592, Page 1 and Deed Book 593, Page 3);

Thence North 32° 38' 48" East, with the line common to said Reserve "A" and CSX (Official Record 13276B15) tracts, a distance of 170.48 feet to an iron pin set in the westerly line of said vacated Mill Street;

Thence South 55° 51' 52" East, across and parallel to the centerline of said vacated Mill Street, a distance of 66.49 feet to an iron pin set;

Thence South 34° 08' 08" West, continuing across said vacated Mill Street and Reserve "A", a distance of 83.44 feet to an iron pin set;

Thence South 55° 51' 52" East, continuing across said Reserve "A", a distance of 8.56 feet to an iron pin set in the northerly line of said CSX (Deed Book 592, Page 1) tract;

with the line common to said Reserve "A" and CSX (Deed Book 592, Page 1) tracts, with the arc of a curve to the left, having a central angle of 11° 30' 20", a radius of 500.51 feet, an arc length of 100.51 feet, and a chord bearing and distance of South 63° 59' 33" West, 100.34 feet to the TRUE POINT OF BEGINNING, containing 0.215 acre, more or less.

The bearings herein are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

Iron pins set, where indicated, are iron pipes, thirteen sixteenths (13/16) inch inside diameter, thirty (30) inches long with a plastic plug placed in the top bearing the initials EMHT INC.

This description was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey.

Approved by the City of Grove City Planning Commission; no plat required. This approval does not infer that the parcel in question is consistent with zoning and/or other governmental regulations. This approval void if not recorded by 4/22/16
Date: 4/22/15
Signed:

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Joshua M. Meyer
Professional Surveyor No. 8485

Date: 2-13-2015

MM:mm
0_215 ac 20141510-VS-BNDY-15.doc

M-88
Split
0.215 acre
out of
(040) 100

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E., P.S.
BY: AJS Row
DATE: 18 Feb 15
06 0872015

FRANKLIN COUNTY ENGINEER

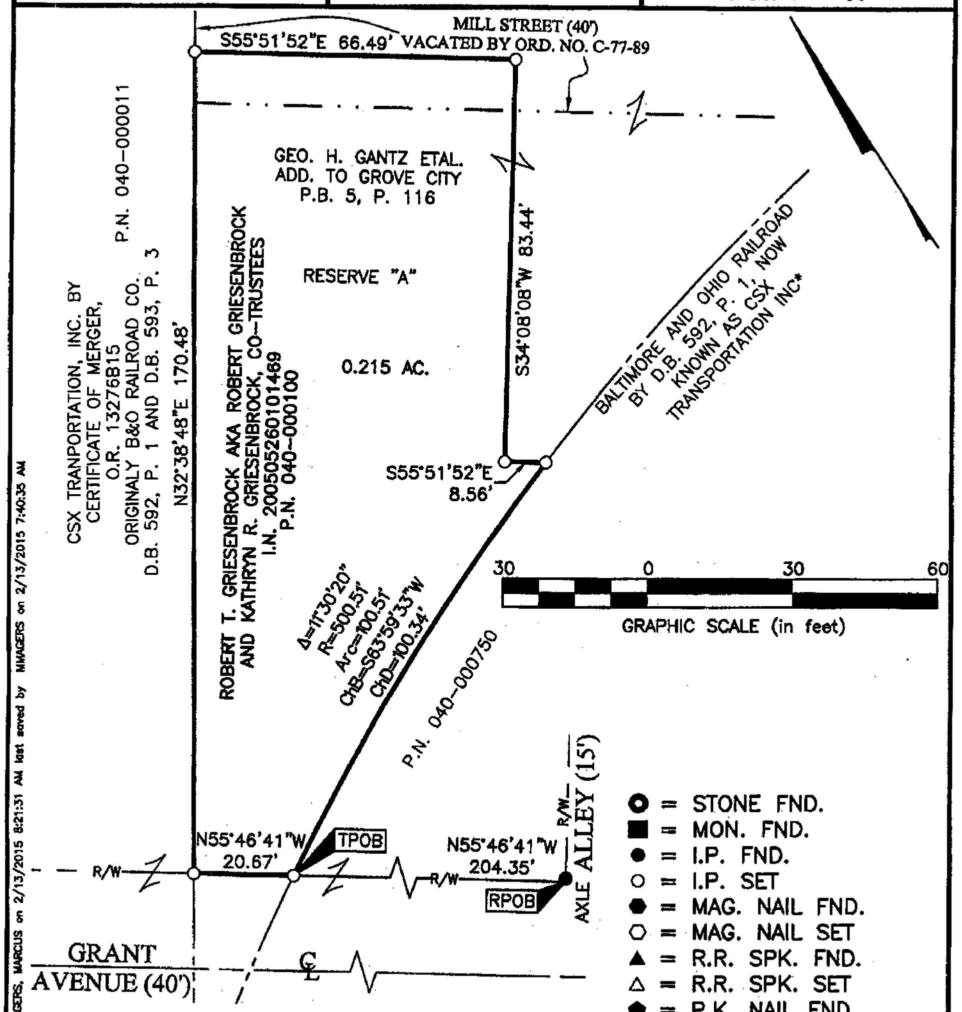
EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

SURVEY OF ACREAGE PARCEL

VIRGINIA MILITARY SURVEY NO. 1388

CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date: February 13, 2015	Job No. 2014-1510	Scale: 1" = 30'



*SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS HAVE BEEN SUMMARIZED AND RECORDED AS OFFICIAL RECORD 13276A16 AND OFFICIAL RECORD 13276B15, SUBSEQUENTLY RE-RECORDED AS OFFICIAL RECORD 13283G13. ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO. D.B. 184, P. 540

BASIS OF BEARING:
The bearings shown on this plat are based on the Ohio State Plane Coordinate System, South Zone, NAD83 (CORS96). Said bearings originated from a field traverse which was tied (referenced) to said coordinate system by GPS observations and observations of selected CORS base stations in the National Spatial Reference System. The portion of the southerly right-of-way line of Mill Street, having a bearing of South 55° 51' 52" East, is designated the "basis of bearing" for this survey.

SURVEY NOTE:
This survey was prepared using documents of record, prior plats of survey, and observed evidence located by an actual field survey in May 2002, June 2010, October 2013, and September 2014.

By [signature] 2-13-2015

Joshua M. Meyer — Date
Professional Surveyor No. 8485

J:\20141510\DWG\04SHEETS\BOUNDARY\20141510-VS-BNDY-15.DWG plotted by MAGERS, MARCUS on 2/13/2015 8:21:31 AM last saved by MMAGERS on 2/13/2015 7:40:35 AM Xrefs:

Exhibit 2
(Legal Description – Burket Property)

Order No.: 99160250 GRO

Exhibit 2

Quit-Claim Deed*

RICHARD A. BURKET, MARRIED

of FRANKLIN County, Ohio for valuable consideration paid, does hereby release, remise and quit-claim unto RICHARD A. BURKET AND VICKI L. BURKET, HUSBAND AND WIFE

whose tax-mailing address is 5445 Westgrove Dr. Columbus, OH 43228

the following **REAL PROPERTY:**
SITUATED IN THE STATE OF OHIO, COUNTY OF FRANKLIN AND CITY OF GROVE CITY:

BEING LOT NUMBER SIXTEEN (16) AND SEVENTEEN (17) IN GEORGE GANTZ ET. AL., ADDITION, AS THE SAME IS NUMBERED AND DELINEATED UPON THE RECORDED PLAT THEREOF, OF RECORD IN PLAT BOOK 5, PAGE 116, RECORDER'S OFFICE, FRANKLIN COUNTY, OHIO.

Instr:199905130121790 05/13/1999
Pages:1 Fee:$14.00 2:50PM
Richard B. Metcalf T19990066598
Franklin County Recorder BXCHICAGO

PARCEL No. 040-137
PROPERTY ADDRESS: 3451 GRANT AVENUE, GROVE CITY, OHIO 43123

Subject to taxes and assessments which are now or may hereafter become liens on said premises and except conditions and restrictions and easements, if any, contained in former deeds of record for said premises, subject to all of which this conveyance is made.

Prior Instrument Reference: INSTRUMENT NO. 199804270099947
of the Deed Records of FRANKLIN County, Ohio.

Grantor releases all rights of dower therein.

Witness MY hand(s) this 11TH day of MAY 1999
Signed and acknowledged in presence of:

Witness Robbin Harter

RICHARD A. BURKET

Witness

Witness Robin A Pendleton

Witness

State of OHIO }
SS.
County of FRANKLIN }

BE IT REMEMBERED, That on this 11TH day of MAY 1999, before me, the subscriber, a **Notary Public** in and for said state, personally came RICHARD A. BURKET

the Grantor(s) in the foregoing deed, and acknowledged the signing thereof to be HIS voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

ROBIN A. PENDLETON
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 18, 2003

STATE OF OHIO

Notary Public

This Instrument was prepared by MAGNUSON & BARONE, ATTORNEYS AT LAW

104895

Auditor's and Recorder's Stamps

TRANSFERRED
MAY 13 1999
JOSEPH W. TESTA
AUDITOR
FRANKLIN COUNTY, OHIO

CONVEYANCE TAX
EXEMPT
JOSEPH W. TESTA
FRANKLIN COUNTY AUDITOR

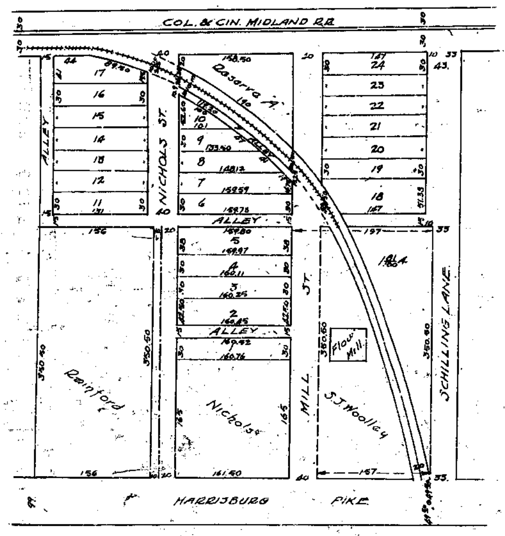
DEEDQUIT-09/30/98-dr

* See Section 5302.11 Ohio Revised Code

116

GEO. H. GANTZ ETAL. ADD. TO GROVE CITY

IT BEING A SUBDIVISION OF PART OF LOT NO. 2 OF W.F. BRECKS SUB. OF LOTS 8 & 9 OF A SUB. of Survey No. 1388 V.M.D.



We hereby certify that the annexed plat correctly represents our Subdivision of lands described in the title, and the same is correct. We hereby dedicate all Streets & alleys to the public use forever. Shortage or Surplusage shall fall on the lots facing West & North.
Signed & acknowledged in our presence. Geo. H Gantz.
Elmer E. Legg - Ira S. Reed. A. L. Gantz.

State of Ohio, Franklin County SS. Before me, the subscriber a Notary Public in & for said County personally appeared the above named Geo. H. Gantz and Albert L. Gantz who acknowledged the signing and sealing of the above to be their voluntary act & deed for the uses and purposes therein expressed. In witness whereof I have hereunto signed my name & affixed my official seal this the 19th day of November A.D. 1892. (Seal) Ira S. Reed. Notary Public, Franklin Co. O.

I hereby certify that I have Surveyed the above mentioned tract of land and find the same to contain 3 76/100 Acres of land. all distances are plainly marked in feet & decimal parts of a foot. Elmer E. Legg. Surveyor.

Transferred Nov. 26th 1892.

Filed Nov. 26th 1892 at 9 AM. and Recorded February 16th 1893.
Robert Thompson, Recorder. By L. D. Waite, Deputy.

Exhibit 3
(Legal Description – Easement Area)

Exhibit 3

ACCESS EASEMENT
0.061 ACRE

Situated in the State of Ohio, County of Franklin, City of Grove City, located in Virginia Military Survey Number 1388 and being across that 0.215 acre tract as conveyed to Mark A. Haughn and Colleen D. Haughn by deed of record in Instrument Number 201506090076493 (all references refer to the records of the Recorder's Office, Franklin County, Ohio) and being described as follows:

BEGINNING at the southwesterly corner of said 0.215 acre tract, in the easterly line of that tract as conveyed to Baltimore and Ohio Railway of record in Deed Book 592, Page 1, and Deed Book 593, Page 3, nka CSX Transportation Inc., successor by merger, whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15 and re-recorded in Official Record 13283G13 originally conveyed to the Columbus and Cincinnati Midland Railroad Company by deed of record in Deed Book 184, Page 54 and being in the northerly right of way line of Grant Avenue (40');

Thence North 32° 38' 48" East, with the westerly line of said 0.215 acre tract and the easterly line of said CSX Transportation tract, a distance of 84.29 feet to a point;

Thence South 57° 16' 44" East, across said 0.215 acre tract, a distance of 33.59 feet to a point;

Thence South 32° 43' 16" West, continuing across said 0.215 acre tract, a distance of 59.82 feet to a point in the easterly line of said 0.215 acre tract and in the westerly line of that tract as conveyed to Baltimore and Ohio Railway by deed of record in Deed Book 592, Page 1, nka CSX Transportation Inc., successor by merger, whose merger documents were recorded in Official Record 13276A16 and Official Record 13276B15 and re-recorded in Official Record 13283G13 originally conveyed to The Columbus and Cincinnati Midland Railroad Company by deed of record in Deed Book 184, Page 540;

thence with the easterly line of said 0.215 acre tract and said CSX Transportation tract, with the arc of a curve to the left, having a central angle of 03° 13' 05", a radius of 500.51 feet, an arc length of 28.11 feet, a chord bearing of South 59° 50' 56" West and a chord distance of 28.11 feet to a southeasterly corner of said 0.215 acre tract and in the northerly right of way line of said Grant Avenue;

thence North 55° 46' 41" West, with the southerly line of said 0.215 acre tract and said northerly right of way line, a distance of 20.67 feet to the POINT OF BEGINNING, and containing 0.061 acre, more or less.

STATE OF OHIO
JOSHUA M. MEYER
S-8485
REGISTERED
PROFESSIONAL SURVEYOR

EVANS, MECHWART, HAMBLETON AND TILTON, INC.

5-14-2019

Joshua M. Meyer
Professional Surveyor No. 8485

JMM:td
0_061 ac 20160121-VS-ESMT-ACCS-01

Exhibit 4

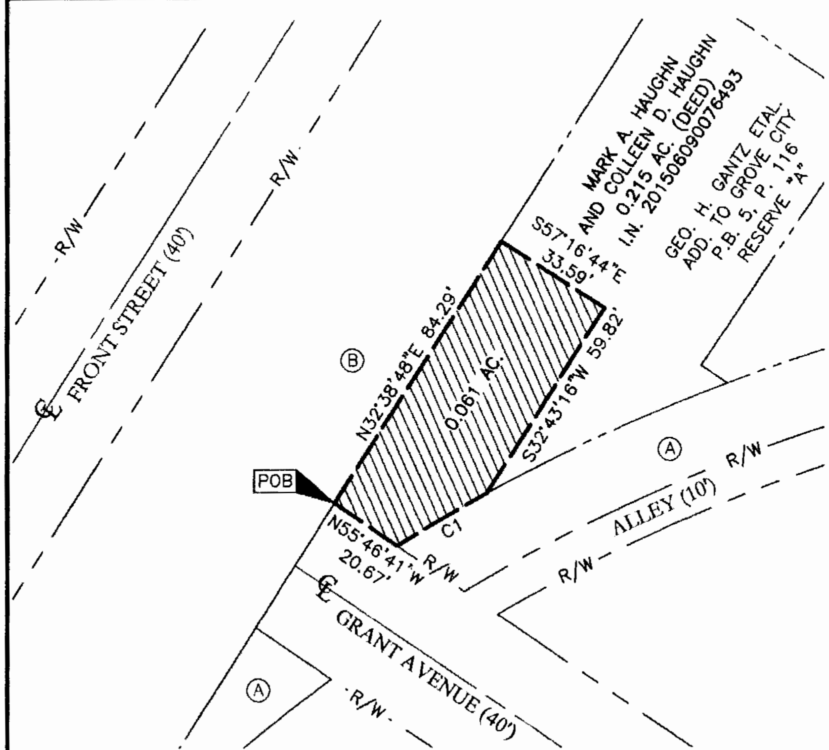
(Survey Depiction – Easement Area)

EMH&T
Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

ACCESS EASEMENT

VIRGINIA MILITARY SURVEY NO. 1388
CITY OF GROVE CITY, COUNTY OF FRANKLIN, STATE OF OHIO

Date:	May 14, 2019
Scale:	1" = 40'
Job No:	2016-0121



CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CH. BEARING	CH. DIST.
C1	3°13'05"	500.51'	28.11'	S59°50'56"W	28.11'

(A) BALTIMORE AND OHIO RAILWAY BY D.B. 592, P. 1, NKA CSX TRANSPORTATION INC., SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS WERE RECORDED IN O.R. 13276A16 AND O.R. 13276B15, AND RE-RECORDED IN O.R. 13283G13 ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO. D.B. 184, P. 540

(B) BALTIMORE AND OHIO RAILWAY BY D.B. 592, P. 1, AND D.B. 593, P. 3 NKA CSX TRANSPORTATION INC., SUCCESSOR BY MERGER, WHOSE MERGER DOCUMENTS WERE RECORDED IN O.R. 13276A16 AND O.R. 13276B15, AND RE-RECORDED IN O.R. 13283G13 ORIGINALLY CONVEYED TO THE COLUMBUS AND CINCINNATI MIDLAND RAILROAD CO. D.B. 325, P. 54

40 0 40 80

GRAPHIC SCALE (in feet)

STATE OF OHIO
JOSHUA M. MEYER S-8485
REGISTERED
PROFESSIONAL SURVEYOR

By [signature] 5-14-2019

Joshua M. Meyer
Professional Surveyor No. 8485

Date

Exhibit 4

J:\20160121\DWG\04SHEETS\EASEMENTS\20160121-VS-ESMT-ACCS-01.DWG plotted by DIROMA, THERESA on 5/15/2019 9:46:55 AM last saved by TDIROMA on 5/15/2019 9:46:29 AM
Xrefs:

Exhibit C

EMH&T

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
5500 New Albany Road, Columbus, OH 43054
Phone: 614.775.4500 Toll Free: 888.775.3648
emht.com

CITY OF GROVE CITY, OHIO
EASEMENT EXHIBIT
FOR
GRANT AVENUE TRUCK TURN-AROUND

DATE: MAY 2018	JOB NO. 20160121	SCALE: 1" = 40'

GRAPHIC SCALE

0 20 40 80

1 inch = 40 feet

Date:	05/29/19	No.:	C-29-19
Introduced By:	Ms. Houk	1st Reading:	06/03/19
Committee:	Finance	Public Notice:	06/04/19
Originated By:	Mr. Turner	2nd Reading:	06/17/19 - Pub. Hear.
Sponsor :	Mr. Schottke	Passed:____ Rejected:	Postponed to 8-5-19
Emergency:___	30 Days: X	Codified:___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-29-19

DECLARING THE IMPROVEMENT TO CERTAIN PARCELS OF REAL PROPERTY IN THE CITY TO BE A PUBLIC PURPOSE AND EXEMPT FROM TAXATION PURSUANT TO ORC 5709.40(B); PROVIDING FOR THE COLLECTION AND DEPOSIT OF SERVICE PAYMENTS IN LIEU OF TAXES AND SPECIFYING THE PURPOSES FOR WHICH THOSE SERVICE PAYMENTS MAY BE EXPENDED; REQUIRING THE DISTRIBUTION OF THE APPLICABLE PORTION OF THOSE SERVICE PAYMENTS TO THE SOUTH-WESTERN SCHOOL DISTRICT; AND ESTABLISHING A TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THE REMAINDER OF THOSE SERVICE PAYMENTS

WHEREAS, the City has determined to facilitate the redevelopment of the parcels of real property located in the City and identified in Exhibit A (collectively, the "Project"); and

WHEREAS, in support of the redevelopment plan for the Project established in the Development Agreement, the City desires to establish a TIF area that includes the Parcels (as defined in Section 1) on which the Project will be developed; and

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43 (collectively, the "TIF Act") authorize this Council, by ordinance, to declare the improvement to parcels of real property located within the City to be a public purpose and exempt from taxation, require the owner of each parcel to make service payments in lieu of taxes, establish a municipal public improvement tax increment equivalent fund for the deposit of those service payments, and specify the purposes for which money in that fund will be expended; and

WHEREAS, since a portion of the Parcels will be used for residential purposes as defined by ORC 5709.40, and in order to declare residential improvements to be a public purpose under that ORC 5709.40, such Parcels must be located in a "blighted area" of an "impacted city", each as defined in ORC 1.08 and 1728.01; and

WHEREAS, the City has conducted a blight assessment and study of the parcels, which assessment (the "Blight Study"), which study concluded that the parcels are a "blighted area" as that term is defined in ORC 1.08 and 1728.01, and that assessment and study and those findings have been submitted to this Council; and

WHEREAS, the Director of the Ohio Developmental Services Agency has certified Grove City to be an "impacted city" within the meaning of ORC 5709.41 and 1728.01, and that certification remains in effect; and

WHEREAS, to facilitate the desired redevelopment of the Parcels, this Council has determined that it is necessary and appropriate and in the best interest of the City to exempt from taxation one hundred percent (100%) of the improvement to each Parcel as permitted and provided in ORC 5709.40(B), as applicable, for up to thirty (30) years and to simultaneously direct and require the current and future owners of each Parcel (each individually an "Owner" and collectively the "Owners") to make annual Service Payments (as defined in Section 5 of this Ordinance) in lieu of real property tax payments, in the same amount as they would have made real property tax payments except for the exemption provided by this Ordinance; and

WHEREAS, the City has determined that a portion of the Service Payments shall be paid directly to the South-Western City School District (the "School District") in an amount equal to the real property taxes that School District would have been paid if the improvement to each Parcel located within that School District had not been exempt from taxation pursuant to this Ordinance; and

WHEREAS, notice of this proposed ordinance has been delivered to the Board of Education of the South-Western City School District in accordance with and within the time periods prescribed in ORC 5709.40 and 5709.83.

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

SECTION 1. Parcels. The real property subject to this ordinance is identified and depicted on Exhibit A (as currently or subsequently configured, the "Parcels", with each individual parcel a "Parcel").

SECTION 2. Blight and Impacted City. This Council hereby finds that (i) on the basis of the Blight Study, the Parcels are within a "blighted area" within the meaning of ORC 1.08, 1728.01 and 5709.40, and (ii) the City is an "impacted city" within the meaning of ORC 1728.01.

SECTION 3. Public Infrastructure Improvements. This Council hereby designates the public infrastructure improvements described in Exhibit B (the "Public Infrastructure Improvements") and any other public infrastructure improvements hereafter designated by ordinance as public infrastructure improvements made, to be made or in the process of being made by the City that directly benefit, or that once made will directly benefit, the Parcels.

SECTION 4. Exemption. This Council hereby finds and determines that one hundred percent (100%) of the increase in assessed value of each Parcel subsequent to the effective date of this ordinance (which increase in assessed value is hereinafter referred to as the "Improvement" as defined in ORC 5709.40(A)) is hereby declared to be a public purpose and exempt from taxation for a period commencing, for each separately identifiable Parcel, on January 1 of the first tax year in which at least an aggregate of Fifty Thousand Dollars ($50,000.00) of Improvements would appear on the tax list and duplicate for such tax year for such Parcel were it not for the exemption granted by this ordinance and ending on the earlier of (a) thirty (30) years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act. The exemption provided by this ordinance is subordinate to any exemption for a Parcel granted pursuant to ORC 3735.65 et. seq. (community reinvestment area).

SECTION 5. Service Payments. As provided in ORC 5709.42, the owner of each Parcel is hereby required to make service payments in lieu of taxes with respect to the Improvement allocable to each Parcel to the Franklin County Treasurer on or before the final dates for payment of real property taxes. The service payments in lieu of taxes will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and collected against that Improvement if it were not exempt from taxation pursuant to Section 4, including any penalties and interest (collectively, the "Service Payments"). The Service Payments, and any other payments with respect to each Improvement that are received in connection with the reduction required by ORC 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 7.

SECTION 6. TIF Fund. This Council establishes, pursuant to and in accordance with the provisions of ORC 5709.43, the Beulah Park Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"), into which the Service Payments and Property Tax Rollback Payments collected with respect to the Parcels will be deposited. The TIF Fund will be maintained in the custody of the City. The City may use amounts deposited into the TIF Fund only for the purposes authorized in the TIF Act and this ordinance (as it may be amended). The TIF Fund will remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund will be dissolved and any surplus funds remaining therein transferred to the City's General Fund, all in accordance with ORC 5709.43.

SECTION 7. Distributions; Payment of Costs. Pursuant to the TIF Act, the County Treasurer is requested to distribute the Service Payments and Property Tax Rollback Payments as follows:

a. To the South-Western City School District, an amount equal to the amount the School District would otherwise receive as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to each Parcel if the Improvement had not been exempt from taxation pursuant to this ordinance.

b. To the City, all remaining amounts for further deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements.

All distributions required under this Section are requested to be made at the same time and in the same manner as real property tax distributions.

SECTION 8. Further Authorizations. This Council hereby authorizes and directs the Mayor, the City Administrator, the Finance Director, the Clerk of Council or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Development Services Agency and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes and directs the Mayor, the City Administrator, the Finance Director, the Clerk of Council, the Director of Law or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this ordinance.

SECTION 9. This Ordinance shall take effect at the earliest opportunity allowed by law.

____
Steve Robinette, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, NMC, Clerk of Council

I certify that this
Ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

EXHIBIT A
IDENTIFICATION AND MAP OF THE PARCELS

The Parcels include the former Beulah Park racetrack, supporting facilities and parking. The following map specifically identifies and depicts the Parcels (those within the dashed line) and constitutes part of this Exhibit A.

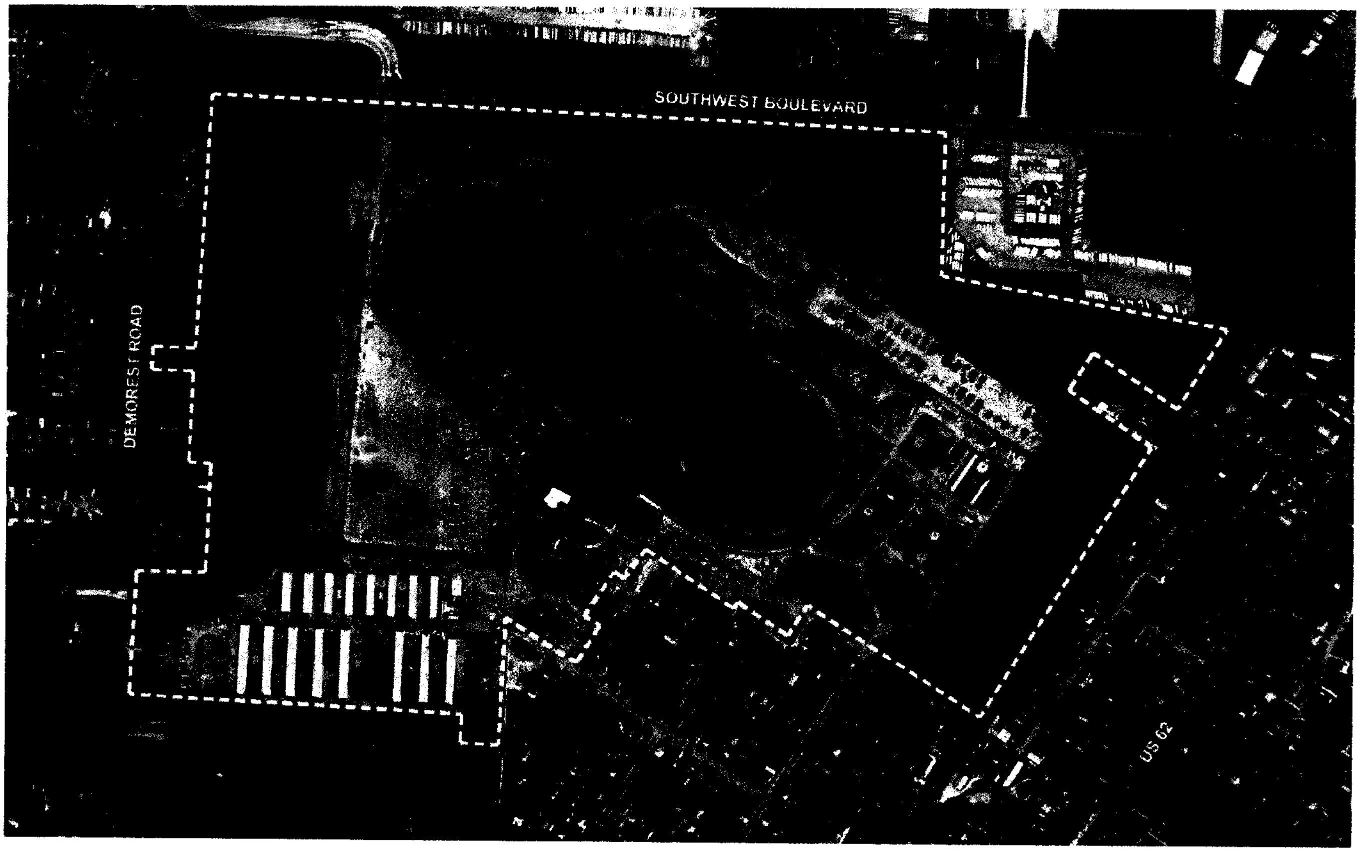


EXHIBIT B
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of any "public infrastructure improvement" defined under ORC 5709.40(A)(8) and that directly benefits the Parcels and specifically include, but are not limited to, the following improvements that will directly benefit the Parcels and all related costs of those permanent improvements (including, but not limited to, those costs listed in ORC 133.15(B)):

- **Roadways**. Construction, reconstruction, extension, opening, improving, maintaining, widening, grading, draining, curbing or changing of the lines and traffic patterns of roads, highways, streets, intersections, bridges (both roadway and pedestrian), sidewalks, bikeways, medians and viaducts accessible to and serving the public, and providing signage (including traffic signage and informational/promotional signage), lighting systems, signalization, and traffic controls, and all other appurtenances thereto, including, without limitation, construction of public roads on or adjacent to the Parcels, the extension of Columbus Street and Park Street, and improvements to Southwest Boulevard and Demorest Road.

- **Parking**. Construction, reconstruction, improving, and equipping of surface or structured public parking facilities.

- **Water/Sewer**. Construction, reconstruction or installation of public utility improvements (including any underground municipally owned utilities), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, including, without limitation, water and sewer lines constructed within rights of way adjacent to the Parcels.

- **Environmental/Health**. Implementation of environmental remediation measures necessary to enable the construction of the private improvements on the Parcels or the Public Infrastructure Improvements, and the construction of public health facilities.

- **Utilities**. Construction, reconstruction, burial or installation of gas, electric and communication service facilities and all appurtenances thereto, including, but not limited to those associated with improvements described in "Roadways" above.

- **Stormwater**. Construction, reconstruction, relocation, modification and installation of stormwater and flood remediation projects and facilities, both for storm water quantity and quality, including the payment and reimbursement for such projects and facilities on private property when determined to be necessary for public health, safety and welfare.

- **Demolition**. Demolition, including demolition of the existing structures on the Parcels.

- **Parks**. Construction or reconstruction of one or more public parks and park or recreational facilities, including grading, trees and other park plantings, park accessories and related improvements, multi-use trails and bridges, together with all appurtenances thereto, including, without limitation, the parks to be located on the Parcels and owned by the City or any new community authority encompassing all or some of the Parcels.

- **Streetscape/Landscape**. Construction or installation of streetscape and landscape improvements including trees, tree grates, signage, curbs, sidewalks, scenic fencing, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto, including, but not limited to streetscape improvements in conjunction with and along the roadway improvements described in "Roadways" above.

- **Real Estate**. Acquisition of real estate or interests in real estate (including easements) (a) necessary to accomplish any of the foregoing improvements or (b) in aid of industry, commerce, distribution or research, including acquisition of interests in the Parcels necessary for redevelopment of the Parcels.

- **Professional Services**. Engineering, consulting, legal, administrative, and other professional services associated with the planning, design, acquisition, construction and installation of the foregoing improvements and real estate.

C-29-19

Exhibit C

TOWNSHIP COMPENSATION AGREEMENT
(Beulah Park)

This Township Compensation Agreement (the "*Agreement*") is made and entered into this __ day of ________ 2019, by and among the City of Grove City, Ohio (the "*City*") and Jackson Township, Franklin County, Ohio (the "*Township*").

WITNESSETH

WHEREAS, the City, by its Ordinance ___-19 passed _________, 2019 (the "*Ordinance*"), has declared that 100% of the increase in the assessed value of certain parcels generally known as Beulah Park (referred to individually as a "*Parcel*", and collectively as the "*Parcels*" or the "*Property*") subsequent to the effective date of the Ordinance (such increase hereinafter referred to as the "*Improvement*" as further defined in Ohio Revised Code Section 5709.40 and the Ordinance) is a public purpose and is exempt from taxation for a period of thirty (30) years (the "*TIF Exemption*"); and

WHEREAS, the City has required the owner of any portion of the Property to make service payments in lieu of taxes with respect to such Property (the "*Service Payments*"), which Service Payments will deposited into the fund established in Section 6 of the Ordinance (the "*Fund*") or distributed to the South-Western City School District, all pursuant to and in accordance with Ohio Revised Code Sections 5709.40, 5709.42, 5709.43 and 5709.91 (collectively, the "*TIF Statutes*"); and

WHEREAS, the City entered into a Development Agreement with Townsend Construction Company to provide for the redevelopment of the Property (the "*Development Agreement*"), which Development Agreement provides for, among other things, the allocation and use of the Service Payments in support of the redevelopment of the Property, and expects to enter into a cooperative agreement in connection with the issuance of the debt contemplated by that agreement (the "*Cooperative Agreement*"); and

WHEREAS, pursuant to Ohio Revised Code Section 5709.82, the City desires to pay to the Township as compensation payments a portion of the Service Payments as well as a portion of any other payments with respect to the Property that are received by the City in connection with Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "*Property Tax Rollback Payments*", and together with the Service Payments, the "*TIF Payments*"), and that are deposited into the Fund;

NOW, THEREFORE, in consideration of the premises and covenants contained herein the parties hereto agree to the foregoing and as follows:

Section 1 - Compensation Payments. The City agrees to make the following compensation payments to the Township (each referred to herein as a "*Compensation Payment*"):

(i) by June 30, 2020, the City will pay to the Township $350,000 for the purchase of a medic unit; and

(ii) by June 30, 2025, the City will pay to the Township $350,000 for the purchase of a medic unit; and

(iii) by December 15 of each year, beginning in calendar year 2029, and each year thereafter that the City receives TIF Payments, the City will pay to the Township an amount equal to 25% of the excess TIF Payments received in such year and remaining after the City has made all payments required by the Development Agreement and the Cooperative Agreement to be made from such Service Payments in such year (i.e. TIF Payments available for use by the City for any lawful purpose under item 4 on the last page of Exhibit 6 of the Development Agreement).

The exact amount of each Compensation Payment described in clause (ii) above will be calculated and determined by the City's Director of Finance and a notice detailing that amount (such notice and calculation to be based upon information received from the Franklin County Auditor in connection with the semi-annual settlement payments and distributions required under the Development Agreement) will be sent to the Township prior to payment. The parties hereto acknowledge that such Compensation Payments may not exceed the amount of real property taxes the Township would have otherwise received from the Property in a year absent the TIF Exemption. Subject to all necessary appropriations actions by City Council, the City will make Compensation Payments to the Township by the dates described above.

Section 2 - Notices. All notices or other correspondence relating to this Agreement must be in writing (including e-mail or facsimile) and must be delivered or sent guaranteed overnight delivery, by facsimile or e-mail (to be followed by personal or overnight guaranteed deliver, if requested) or by postage prepaid registered or certified mail, return receipt requested, and will be deemed to be given for purposes of this Agreement on the date such writing is received by the intended recipient. Unless otherwise specified in a notice sent in accordance with this section, all communications in writing must be given to the parties at the following addresses:

(a) As to the City:

City of Grove City, Ohio
4035 Broadway
Grove City, Ohio 43123
Attention: Director of Finance

(b) As to the Township:

Jackson Township, Franklin County, Ohio
3756 Hoover Road
Grove City, Ohio 43123
Attention: Township Administrator

Section 3 - Successors; Assignment; Amendments, Changes and Modifications. The parties may only assign this Agreement with the consent of all parties hereto. This Agreement may only be amended by written instrument executed by all parties to this Agreement.

Section 4 - Extent of Covenants; No Personal Liability. All covenants, stipulations, obligations and agreements of the parties contained in this Agreement are effective and enforceable to the extent authorized and permitted by applicable law. The obligations of the City may be enforced to the extent permitted by law by mandamus or any suit or proceeding in law or equity. No such covenant, stipulation, obligation or agreement will be deemed a covenant, stipulation, obligation or agreement of any present or future member, officer, agent, or employee of any of the parties hereto in their individual capacity.

Section 5 - Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, said provision will be fully severable. This Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is and will be legal, valid and enforceable.

Section 6 - Separate Counterparts. This Agreement may be executed by the parties hereto in separate counterparts (including electronically delivered or stored counterparts such as e-mailed .pdfs), each of which when so executed and delivered will be an original, but all such counterparts will together constitute one and the same instrument.

Section 7 - Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered herein and supercedes prior agreements and understandings between the parties.

[Signatures on following page]

Date: 06/26/19	No.: C-34-19
Introduced By: Mr. Schottke	1st Reading: 07/01/19
Committee: Lands	Public Notice: 07/02/19
Originated By: Plan. Comm.	2nd Reading: 08/05/19
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-34-19

AN ORDINANCE FOR THE REZONING OF 3725 BROADWAY
FROM C-1 (Service Commercial) TO PSO (Professional Services)

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 June 14, 2019; 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 C-1 to PSO:

Situated in the State of Ohio, County of Franklin, City of Grove City and being Lot #4 of A.R. and Eesley's Addition to the City of Grove City, *as recorded in Official Records, Plat Book 10, page 395, 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.

Steven R. Robinette, 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-34-19

EXHIBIT "A"

Situated in the State of Ohio, County of Franklin, and in the City of Grove City;

Being Lot Number Four (4) of A.R. AND EESLEY'S ADDITION to the City of Grove City, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 10, Page 395, Recorder's Office, Franklin County, Ohio.

Parcel No.040-000723-00
3725-3731 North Broadway, Grove City, Ohio 43123

C-34-19

Disclaimer

3725-3731 Broadway

The information on this map was derived from Grove City's Geographic Information System (GIS). Extensive detail and attention was given to the creation of this map to maximize its accuracy but is provided "as is". Grove City cannot accept responsibility for any errors, omissions, or positional inaccuracies that may have occurred before, during, or after production. Therefore, no warranties accompany this product. Although information from land/field surveys may have been utilized during the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to field verify information on this product prior to making any decisions.

Property information obtained from Franklin County Auditor, May 2019

N

1 inch = 50 feet

Feet

0 12.5 25 50

Date: 06/26/19
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: ______
Emergency: ___ 30 Days: ___
Current Expense: ______

No.: C-35-19
1st Reading: 07/01/19
Public Notice: 07/02/19
2nd Reading: 08/05/19
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

ORDINANCE C-35-19

AN ORDINANCE TO AMEND THE PUD-C ZONING, AS APPROVED BY ORDINANCE C-46-99, TO APPROVE THE USE FOR AN ADDICTION RECOVERY FACILITY FOR OHIO ADDICTION RECOVERY CENTER LOCATED AT 3880 JACKPOT ROAD

WHEREAS, Ohio Addiction Recovery Center, applicant, has submitted a request for the allowable Use of an Addiction Recovery Facility, as provided for in Section 1135.09; and

WHEREAS, on June 14, 2019, the Planning Commission of the City of Grove City recommended the approval of this Use at this location, with the following stipulation:

1. The existing highway sign on the site shall be replaced with a monument sign in conformance with the requirements of Chapter 1145.

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

SECTION 1. The PUD-C Zoning Classification, as approved by Ord. C-46-99, is hereby amended to add the Use of an Addiction Recovery Facility for Ohio Addiction Recovery Center located at 3880 Jackpot Road is hereby approved, contingent upon the stipulation set by Planning Commission.

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

______
Steven R. Robinette, 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-35-19

3880 Jackpot Road
Grove City, Ohio 43123

Exhibit "A" (to Limited Warranty Deed)

Legal Description

Situated in the City of Grove City, County of Franklin, State of Ohio, described as follows:

Situated in the City of Grove City, County of Franklin, State of Ohio, Virginia Military Survey No. 8231 and being out of the 3.859 acre tract conveyed to Preferred Real Estate Investments, LLC by deed recorded as Franklin County Recorder's Document No. 199912030299643, and described as follows:

Beginning at an iron pin found in the Easterly limited access right of way line of Interstate 71, underlying fee interest to Reid M. Clutter by deed recorded in Book 2782, Page 72 of Franklin County Records, at the Southwesterly corner of said 3.859 acre tract, said iron pin being North 30 deg. 19' 13" East, a distance of 83.52 feet from a monument found in said Easterly limited access right of way line;

thence North 30 deg. 19' 13" East, with said Easterly limited access right of way line and the Westerly line of said 3.859 acre tract, a distance of 329.98 feet to an iron pin set at the Northwesterly corner of said 3.859 acre tract, the Southwesterly corner of the 3.291 acre tract conveyed to Preferred Real Estate Investments, LLC by deed recorded as Franklin County Recorder's Document No. 199912030299643;

thence North 71 deg. 10' 41" East, with the Northerly line of said 3.859 acre tract, the Southerly line of said 3.291 acre tract, a distance of 470.64 feet to an iron pin set in the Westerly line of that tract as conveyed to Robarco, Inc., recorded in Book 3514, Page 362 of Franklin County Records, at the Southeasterly corner of said 3.291 acre tract, the Northeasterly corner of said 3.859 acre tract;

thence South 01 deg. 43' 47" West, with the Easterly line of said 3.859 acre tract and said Westerly line (passing an iron pin found at 201.40 feet), a total distance of 395.89 feet to an iron pin with cap found (Bird & Bull) at the Southeasterly corner of said 3.859 acre tract, the Northeasterly corner of the 2.605 acre tract conveyed to Aarti Hospitality, L.L.C. by deed recorded as Franklin County Recorder's Document No. 200101040002825;

thence South 86 deg. 05' 38" West, with the Southerly line of said 3.859 acre tract, the Northerly line of said 2.605 acre tract, a distance of 382.04 feet to an iron pin set in the Easterly right of way line of Jackpot Road, at a Southwesterly corner of said 3.859 acre tract, the Northwesterly corner of said 2.605 acre tract;

thence North 03 deg. 54' 22" West, with said Easterly right of way line, a distance of 20.00 feet to an iron pin set;

South 86 deg. 05' 38" West, with the Northerly terminus of said Jackpot Road, a distance of 60.00 feet to an iron pin found;

South 03 deg. 54' 22" East, with the Westerly right of way line of said Jackpot Road, a distance of 20.00 feet to an iron pin set at a Southeasterly corner of said 3.859 acre tract, the Northeasterly corner of the 0.812 acre tract conveyed to Meredith/Wise Enterprises by deed recorded as Franklin County Recorder's Document No. 199803050050982;

thence South 86 deg. 05' 38" West, with the Southerly line of said 3.859 acre tract, the Northerly line of said 0.812 acre tract, a distance of 159.46 feet to the point of beginning and containing 3.859 acres of land.

Iron pins set, where indicated are iron pipes, 13/36" inside diameter, 30" long with a plastic plug placed in the top bearing the initials EMHT Inc.

Bearings are based on the Ohio State Plane Coordinate Systems - South Zone as per NAD 83 (1986 adjustment). Control for bearings was from coordinates of Monuments FRANK 25 and FRANK 125, establishing a bearing of North 25 deg. 53' 56" East for the Easterly right of way line of Interstate 71, as established by the Franklin County Engineering Department using Global Positioning System procedures and equipment.

M-88-C
All of
(040)
5972

TOGETHER WITH AND SUBJECT TO THE NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

Situated in the City of Grove City, County of Franklin, State of Ohio, Virginia Military Survey No. 8231 and being a strip of land all out of that tract of land as conveyed to Reywal Co. by Deed recorded in ORV 3569, Page F01 of Franklin County Records, and being more particularly bounded and described as follows:

Beginning, for reference, at a Southwesterly corner of said Grantor's tract;

thence South 86 deg. 05' 38" East, with a Southerly line of said Grantor's tract, a distance of 14.03 feet to the true point of beginning;

thence across said Grantor's tract the following courses and distances:

North 03 deg. 54' 22" West, a distance of 75.51 feet to the point of curvature of a curve to the right;

with the arc of said curve to the right (Delta = 29 deg. 48' 18", Radius = 503.00 feet), a chord bearing and distance of North 10 deg. 59' 47" East, 258.72 feet to the point of tangency;

North 25 deg. 53' 56" East, a distance of 510.36 feet to the point of curvature of a curve to the

DESCRIPTION VERIFIED
DEAN C. RINGLE, P.E. P.S.
BY: JVS
DATE: 12/11/09

right;

with the arc of said curve to the right (Delta = 12 deg. 53' 00", Radius = 228.00 feet), a chord bearing and distance of North 32 deg. 20' 26" East, 51.16 feet to a point;

South 86 deg. 56' 48" East, a distance of 55.20 feet to a point on a curve;

with the arc of a curve to the left (Delta = 22 deg. 51' 50", Radius = 186.00 feet), a chord bearing and distance of South 37 deg. 19' 51" West, 73.73 feet to the point of tangency;

South 25 deg. 53' 56" West, a distance of 510.36 feet to the point of curvature of a curve to the left;

with the arc of said curve to the left (Delta = 29 deg. 48' 18", Radius = 461.00 feet), a chord bearing and distance of South 10 deg. 59' 47" West, 237.11 feet to the point of tangency;

South 03 deg. 54' 22" East, a distance of 75.51 feet to a point in Grantor's said Southerly line;

thence South 86 deg. 05' 38" West, a distance of 42.00 feet to the true point of beginning, and containing 0.867 acres of land.

Date: 07/24/19	No.: C-37-19
Introduced By: Mr. Schottke	1st Reading: 08/05/19
Committee: Lands	Public Notice: 8/06/19
Originated By: Plan. Comm.	2nd Reading: 08/19/19
Approved:	Passed: Rejected:
Emergency: 30 Days: X	Codified: Code No:
Current Expense:	Passage Publication:

ORDINANCE C-37-19

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR DOG GROOMING FOR DOGS RULE! DOG DAY CARE LOCATED AT 4095 HOOVER ROAD

WHEREAS, a Special Use Permit was approved for Dogs Rule, by Ordinance C-06-10, for a Dog Day Care Center at 4095 Hoover Road; and

WHEREAS, Dogs Rule! Dog Day Care, applicant, has submitted a request for a Special Use Permit to expand their offering to include grooming located at 4095 Hoover Road; and

WHEREAS, on July 16, 2019, the Planning Commission recommended the approval of a Special Use Permit at this location, as submitted.

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

SECTION 1. A Special Use Permit, under Section 1135.09(12)A1k is hereby issued to Dogs Rule located at 4095 Hoover Road, as submitted.

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

Steven R. Robinette, 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: 08/24/19	No.: C-38-19
Introduced By: Mr. Schottke	1st Reading: 08/05/19
Committee: Lands	Public Notice: 8/06/19
Originated By: Plan. Comm.	2nd Reading: 08/19/19
Sponsor:	Passed: ____ Rejected: ____
Emergency: ____ 30 Days: ____	Codified: ____ Code No: ____
Current Expense: ____	Passage Publication: ____

ORDINANCE C-38-19

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR AUTOMOTIVE SERVICES FOR PRIORITY TRUCK SERVICES, LLC LOCATED AT 4353 BROADWAY

WHEREAS, Priority Truck Services, LLC, applicant, has submitted a request for a Special Use Permit for an Automobile and other motor vehicle repair, services and garage located at 4353 B Broadway; and

WHEREAS, on July 16, 2019, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, with the following stipulation:

1. There shall be no overnight parking or storage of vehicles outside the fenced area or a service bay.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)Af is hereby issued to Priority Truck Services, LLC, located at 4353 B Browaway, contingent upon the stipulation set by Planning Commission.

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

Steven R. Robinette, 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: 03/11/19	No.: CR-07-19
Introduced By: Mr. Schottke	1st Reading: 03/18/19
Committee: Lands	Public Notice: Postponed to 4/15
Originated By: Plan. Comm.	2nd Reading:
Sponsor:	Passed: ___ Rejected: ___ 5/06
Emergency: ___ 30 Days: ___	Codified: ___ Code No: ___
Current Expense:	Passage Publication: ___ 7/15
	8/5

RESOLUTION NO. CR-07-19

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR THE RESIDENCES AT BROWN'S FARM/THE COTTAGES AT BROWN'S FARM LOCATED SOUTH OF ORDERS ROAD AND EAST & WEST OF HAUGHN ROAD

WHEREAS, on March 05, 2019, the Planning Commission recommended approval of the Development Plan for the Residences at Brown's Farm/The Cottages at Brown's Farm, with the following stipulations:

1. Additional evergreen and deciduous trees shall be provided along the west and south property lines of Subarea A (The Residences) and on the north property line of Subarea B (The Cottages) as approved by the Urban Forester to fully screen the site along these property lines;
2. The proposed black split rail fence along Orders Road shall be four feet (4') in height;
3. The site's entry from Fryer Park shall be landscaped with plantings similar to the other two entries in Subarea A;
4. The Clubhouse shall utilize the same architectural design and materials as used on the Apartment buildings in Subarea A and shall be designed as approved by the Development Dept.;
5. Mail kiosks shall be black and have a decorative design as was approved with other recent projects;
6. A future easement shall be granted for the installation of a bike path connector with Haughn Road;
7. Visual interest shall be added to the rear elevation of Buildings 3 and 4, which back up to Discovery Drive.

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

SECTION 1. This Council hereby approves the Development Plan for The Residences at Brown's Farm/The Cottages at Brown's Farm located South of Orders Road and East & West of Haughn Road, contingent upon the stipulations set by Planning Commission.

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

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date: 07-24-19	No.: C-39-19
Introduced By: Mr. Davis	1st Reading: 08/05/19
Committee: Safety	Public Notice: 08/06/19
Originated By: Plan. Comm.	2nd Reading: 08/19/19
Sponsor:	Passed: ____ Rejected: ____
Emergency: ___ 30 Days: X	Codified: ___ Code No: ____
Current Expense:	Passage Publication: ____

ORDINANCE C-39-19

AN ORDINANCE TO AMEND VARIOUS SECTIONS OF CHAPTER 1138 TITLED HISTORICAL PRESERVATION AREA AND SIGN CODE

WHEREAS, a request to amend Section 1138.01 and to add a new Section 1138.06 to require an inventory of all landmarks and preservations districts in order to make the City eligible for grants; and

WHEREAS, on July 16, 2019, Planning Commission recommended approval of the amendments to Chapter 1138 – Historical Preservation Area and Sign Code.

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

SECTION 1. Section 1138.01 is hereby amended to include the following:

. . . Decisions regarding the appropriateness of alterations, demolitions and new construction within the within the Historical Preservation Area shall be generally guided by the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

SECTION 2. Section 1138.06 is hereby added as follows:

1138.06 INVENTORY OF HISTORIC LANDMARKS AND DISTRICTS

An inventory of all landmarks and preservation districts shall be maintained by the Development Department. The Department may use existing inventories by the Ohio Historic Preservation Office or other recognized agencies to fulfill this requirement. The inventory shall be updated periodically to reflect changes, alterations, and demolitions. All inventory materials shall be recorded on Ohio Historic Inventory and/or Ohio Archeological inventory forms and shall be available through duplicates to the Ohio Preservation Office. This inventory shall be made available to the public upon request.

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

Date:	07/24/19	No.:	CR-33-19
Introduced By:	Mr. Berry	1st Reading:	08/05/19
Committee:	Service	Public Notice:	0 / /
Originated By:	ODOT	2nd Reading:	0 / /
Sponsor:	Mr. Berry	Passed: ____ Rejected:	
Emergency: ___ 30 Days: ____		Codified: ___ Code No:	
Current Expense:		Passage Publication:	

RESOLUTION CR-33-19

A RESOLUTION SUPPORTING THE STATE AND US BIKE ROUTE SYSTEM

WHEREAS, bicycle tourism is a growing industry in North America, contributing $47 billion a year to the economies of communities that provide facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated a series of corridors crossing Ohio to be developed as various US Bicycle Routes; and

WHEREAS, the Ohio Department of Transportation has designated a series of corridors crossing Ohio to be developed as various State Bicycle Routes; and

WHEREAS, the Ohio Department of Transportation is supportive of AASHTO designated bicycle routes through Ohio, subject to ongoing collaboration with affected jurisdictions to inventory, analyze, and designate specific facilities the routes will traverse, and

WHEREAS, the City of Grove City and the Adventure Cycling Association, with the cooperation of the Ohio Department of Transportation and other stakeholders, have proposed specific routes to be designated as various US and State Bike Routes, a map of which is herein incorporated into this resolution by reference, and

WHEREAS, we have investigated the proposed route and found it to be a suitable route, and desire that the route be designated so that it can be mapped and signed, thereby promoting bicycle tourism in our area,

WHEREAS, we acknowledge the route may change over time because new facilities are being constructed that are more suitable for bicyclists,

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

SECTION 1. The City of Grove City, Ohio hereby expresses its support for the development of various State and US Bike Routes, and requests that the appropriate officials see to it that the route is officially designated by AASHTO. Once the Route is approved by AASHTO, there may be efforts to publicize the route via internet maps, incorporating the Route on local maps, etc. Tourism agencies may be involved in these efforts.

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

Date: 06/11/19
Introduced By: Ms. Houk
Committee: Finance
Originated By: Mr. Smith
Sponsor: Ms. Houk
Emergency: ___ 30 Days: XX
Current Expense: ________

No.: C-31-19
1st Reading: 06/17/19
Public Notice: 06/18/19
2nd Reading: 07/15/19 - Pub Hear.
Passed: ____ Rejected: Pub. Hearing = 6/3/19
Codified: ___ Code No:
Passage Publication: Postponed to 8/5

ORDINANCE C-31-19

AN ORDINANCE DECLARING THE IMPROVEMENT OF CERTAIN REAL PROPERTY LOCATED IN THE CITY OF GROVE CITY, OHIO TO BE A PUBLIC PURPOSE; EXEMPTING ONE HUNDRED PERCENT OF THE VALUE OF SUCH IMPROVEMENT FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS; CREATING THE BROWN'S FARM TIF INCENTIVE DISTRICT WITHIN THE CITY; DECLARING THE IMPROVEMENTS TO REAL PROPERTY WITHIN THE INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE; EXEMPTING ONE HUNDRED PERCENT OF THE VALUE OF SUCH IMPROVEMENTS WITHIN THE INCENTIVE DISTRICT FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS; DESCRIBING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS MADE OR TO BE MADE TO DIRECTLY BENEFIT OR SERVE THE PARCELS FOR WHICH IMPROVEMENTS ARE DECLARED TO BE A PUBLIC PURPOSE; REQUIRING THE OWNERS OF PARCELS FOR WHICH IMPROVEMENTS ARE DECLARED TO BE A PUBLIC PURPOSE TO MAKE ANNUAL SERVICE PAYMENTS IN LIEU OF TAXES DURING THE PERIODS OF EXEMPTION; ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS; AUTHORIZING THE EXECUTION OF A TAX INCREMENT FINANCING AGREEMENT; AND APPROVING RELATED MATTERS

WHEREAS, Section 5709.40(B), Ohio Revised Code, provides that this Council may, under certain circumstances, (i) declare improvement to parcels of real property located in the City of Grove City, Ohio to be a public purpose, thereby granting that improvement an exemption from real property taxation, and (ii) designate specific public infrastructure improvements made, to be made, or in the process of being made that directly benefit, or that once made will directly benefit, the parcels for which improvement is declared to be a public purpose; and

WHEREAS, pursuant to R.C. Section 5709.40(D)(1), said exemption may be for up to one hundred percent (100%) of such improvement for up to thirty (30) years without approval of the board of education of the city, local or exempted village school district within the territory of which the improvement is or will be located if payments in lieu of taxes, as provided for in R.C. Section 5709.42, shall be paid to such school district in the amount of the taxes that would have been payable if the improvement had not been exempted from taxation; and

WHEREAS, the real property shown in Exhibit A hereto and incorporated herein by reference (the "Parcel TIF Area") is located in the State of Ohio, County of Franklin, and the City, with each parcel of within the Parcel TIF Area referred to herein as a "Parcel", whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates; and

WHEREAS, Wilcox Communities, LLC (the "Developer"), along with the current and future owners of the Parcel TIF Area (each an "Owner" and collectively the "Owners"), wish to develop the Parcel TIF Area by constructing multi-family housing units and related improvements thereon and otherwise improving the Parcel TIF Area (such improvements being the "Parcel TIF Private Improvements"), provided that the appropriate development incentives are available to support this development; and

WHEREAS, the City intends to (i) declare the increase in assessed value to the Parcel TIF Area as a result of the Parcel TIF Private Improvements as a public purpose, (ii) exempt 100% of the increase in assessed value as a result of the Parcel TIF Private Improvements for a period of 30 years, and (iii) identify the public infrastructure improvements to be made on or in support of the Parcel TIF Area by the Developer or the City (the "Parcel TIF Public Infrastructure Improvements"), which Parcel TIF Public Infrastructure Improvements are set forth in Exhibit B hereto and incorporated herein by reference, and

WHEREAS, R.C. Section 5709.40(C) authorizes the legislative authority of a municipal corporation, by ordinance, to create an incentive district and to declare the increase in the assessed value of any real property within the incentive district that would first appear on the tax list and duplicate of real and public utility property after the effective date of an ordinance adopted under R.C. Section 5709.40 were it not for the exemption granted by that ordinance (with such increase in assessed value being referred to in this Ordinance, as in R.C. Section 5709.40(A)(4), as the "Incentive District Improvements," and together with the Parcel TIF Private Improvements, as the "Improvements") to real property located within the incentive district and the municipal corporation to be a public purpose and exempt from taxation; and

WHEREAS, the City intends to create an incentive district constituting the real property within the City as described more particularly on Exhibit C attached to and incorporated into this Ordinance (the "Brown's Farm TIF Incentive District"), with each parcel of within the Brown's Farm TIF Incentive District referred to herein as a "Parcel", whether as presently appearing on County tax duplicates or as subdivided or combined and appearing on future tax duplicates, and to exempt 100% of the Improvements within the incentive district for a period of 30 years; and

WHEREAS, as required by R.C. Section 5709.40(A)(5)(f), the City Engineer has certified to this Council that (i) the Incentive District is each less than 300 acres in size, (ii) the Incentive District is enclosed by continuous boundaries, and (iii) the public infrastructure serving the Incentive District is inadequate to meet the development needs of the Incentive District; and

WHEREAS, notice of the proposed adoption of the exemption authorized under R.C. Section 5709.40(C) by this Ordinance has been delivered to the Board of County Commissioners of the County in accordance with R.C. Sections 5709.40(E) and 5709.83, the County ~~and City are negotiating an agreement~~ **(1) objected to such exemption provided in this Ordinance in its Resolution 0398-19, as permitted under R.C. Section 5709.4(E); (ii) approved a compensation agreement (the "County Compensation Agreement") by the passage of Resolution No. 0512-19 on July 9, 2019, providing compensation to the County for certain social services levies over the life of the exemption and relinquishing and releasing its objection to the TIF Exemption contained in this TIF Ordinance; and (iii) acknowledged that the City provided the County with timely notice of its intent to adopt this TIF Ordinance in accordance with R.C. Section 5709.40 and that the City may proceed to adopt this TIF Ordinance at any time**; and

WHEREAS, notice of the proposed adoption of the exemption authorized under R.C. Section 5709.40(C) by this Ordinance has been delivered by first class mail to every real property owner whose property is located within the boundaries of the proposed Incentive District not later than 30 days prior to May 2, 2019, and on June 3, 2019, this Council conducted a public hearing on this Ordinance; and

WHEREAS, the overlay (within the meaning of R.C. Section 5709.40(A)(6)) for the Incentive District provided in the notice delivered to the owners of real property to be included in the Incentive District included all of the real property included in the Incentive District, and therefore no owners of real property were entitled to submit written responses under R.C. 5709.40(C) and this Council has not received any written responses; and

WHEREAS, this Council has determined to provide for the execution and delivery of an agreement between the City and the Developer (the "TIF Agreement") by which the City will cause the Developer to construct or cause to be constructed certain public infrastructure improvements; and

WHEREAS, pursuant to R.C. Section 5709.42, the City intends to require the Owner or Owners of each Parcel of real property within the Parcel TIF Area and the Brown's Farm TIF Incentive District to make annual service payments in lieu of taxes to the Treasurer of Franklin County, Ohio ("County Treasurer") on or before the final dates for payment of real property taxes, and the annual service payments in lieu of taxes are to be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements with respect to each Parcel if it were not exempt from taxation; and

WHEREAS, pursuant to R.C. Section 5709.43(A), this Council intends to establish a municipal public improvement tax increment equivalent fund for the exemptions authorized by this Ordinance into which service payments in lieu of taxes distributed to the City shall be deposited, and which, from the date of this Ordinance, shall be used as provided in this Ordinance; and

WHEREAS, the City intends for the exemption authorized under R.C. Section 5709.40(B) and this Ordinance to be a non-school TIF under R.C. Section 5709.40(D), in that the South-Western City School District (the "School District") will receive the same amount of taxes that would have been payable to the School District if the improvements were not exempted, and, since the School District will receive this amount directly from the County Treasurer, under R.C. Section 5709.40(D), School District approval for such exemption is not required; and

WHEREAS, the City intends for the exemption authorized under R.C. Section 5709.40(C) and this Ordinance to be a non-school TIF incentive district under R.C. Section 5709.40(D), in that the School District will receive the same amount of taxes that would have been payable to the School District if the improvements were not exempted, and, since the School District will receive this amount directly from the County Treasurer, under R.C. Section 5709.40(D) School District approval for such exemption is not required; and

WHEREAS, notice of the proposed adoption of this Ordinance has been delivered to the School District under R.C. Sections 5709.40 and 5709.83, not later than 14 days prior to May 02, 2019.

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

SECTION 1. Public Purpose. In accordance with R.C. Sections 5709.40(B) and 5709.40(C), the City hereby designates the Parcel TIF Area identified on Exhibit A as exempt from taxation under the terms set forth below and hereby establishes the Brown's Farm TIF Incentive District as identified on Exhibit C, attached to and incorporated into this Ordinance, and further declares that the Improvements to the Parcels within the Parcel TIF Area and the Incentive District subsequent to the effective date of this Ordinance are a public purpose. This Council hereby finds and determines, in accordance with R.C. Section 5709.40(C)(3)(b), that the Improvements attributable to the Brown's Farm TIF Incentive District are expected to result from the construction of approximately 110 single family homes, which development this Council hereby finds and determines will place additional demand on the Public Infrastructure Improvements designated in Section 6 of this Ordinance.

SECTION 2. TIF Exemptions. Pursuant to R.C. Section 5709.40(B), the City hereby recognizes that the increase in assessed value to the Parcel TIF Area as a result of the Parcel TIF Private Improvements is a public purpose and directly benefits or will directly benefit the parcels within the Parcel TIF Area, and the City hereby exempts 100% of the increase in the assessed value of each parcel of real property located within the Parcel TIF Area from taxation for a period of 30 years, commencing with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an Improvement of at least $50,000.00 assessed value (e.g., 35% of true value) for that parcel is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2029, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and this Ordinance (the "Parcel TIF Exemption"). In no case shall any Improvements on any Parcel be exempted from taxation for longer than 30 years.

Pursuant to R.C. Section 5709.40(C), the City hereby recognizes that the Incentive District Improvements are a public purpose and benefit or serve, or will benefit or serve, the parcels within the TIF Incentive District, and the City hereby exempts 100% of the increase in the assessed value of each parcel of real property located within the TIF Incentive District from taxation for a period of 30 years, commencing with the earlier of (i) the first tax year following the effective date of the TIF Ordinance in which an Improvement of at least $50,000.00 assessed value (e.g., 35% of true value) for that parcel is recognized by the Auditor so that it first appears on the tax list and duplicate of real and public utility property, or (ii) tax year 2029, and ending on the earlier of (a) thirty (30) years after such commencement, or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of O.R.C. Sections 5709.40, 5709.42 and 5709.43 and this Ordinance (the "TIF Incentive District Exemption," and together with the Parcel TIF Exemption, the "TIF Exemptions"). The life of the TIF Incentive District ~~during which new~~ **shall be co-terminus with any** TIF ~~Incentive District~~ Exemptions ~~may commence shall be 10 years~~ following the date of approval of this Ordinance, and in no case shall any Improvements on any Parcel be exempted from taxation for longer than 30 years.

The exemption percentage and term described in this Section 2 does not require approval by the South-Western City School District, as the School District will receive the same amount of taxes that would have been payable to the School District if the improvements were not exempted, as set forth in R.C. Section 5709.40(D).

SECTION 3. Service Payments. Pursuant to R.C. Section 5709.42, during the period when the exemption granted by this Ordinance is in effect the Owner or Owners are hereby required to make, and shall make, service payments in lieu of taxes with respect to the Improvements to the County Treasurer on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements on each Parcel as if it were not exempt from taxation pursuant to Section 2 of this Ordinance. Any late payments shall be subject to penalty and bear interest at the then current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as the same may be amended from time to time, or any successor provisions thereto, as the same may be amended from time to time (the payment of penalties and interest are collectively referred to herein with the payments in lieu of taxes as the "Service Payments"). The Service Payments, and any other payments in connection with the Improvement which are received by the City Fiscal Officer in connection with any reduction required by R.C. Section 319.302, as the same many be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments") shall be allocated and deposited in accordance with Section 4.

SECTION 4. Distribution of Service Payments. At the same times and in the same manner as real property tax distributions, the County Treasurer shall distribute the Service Payments and the Property Tax Rollback Payments as follows: (i) first, a portion of the Service Payments paid with respect to the Incentive District TIF Exemption to various taxing agencies for certain protected tax levies in accordance with Ohio Revised Code Section 5709.40(F), (ii) second, a portion of the Service Payments paid with respect to the Incentive District TIF Exemption to the County Commissioners of Franklin County, Ohio in accordance with a compensation agreement between the City and the County, (iii) third, a portion of the Service Payments to the School District in an amount equal to the amounts the School District would have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the improvements to the property located within the School District if the improvements had not been exempted from taxation pursuant to this Ordinance; and (iv) fourth, to the City, all remaining amounts for further deposit into the TIF Funds (as hereinafter defined) for payment of costs of the Public Infrastructure Improvements, as defined in Section 6 of this Ordinance. The City shall then distribute the Service Payments and any Property Tax Rollback Payments in the Parcel TIF Fund and the Brown's Farm TIF Incentive District Fund (as each is hereinafter defined) after each semiannual settlement of real property taxes and in the following order of priority:

(a) first, to pay or finance the costs associated with the Public Infrastructure constructed by or on behalf of the Developer or by or on behalf of the City (including payment of interest and payment of any bonds, notes, or any other obligations issued to pay such costs), as further described in the TIF Agreement; and

(b) second, after the Developer and the City have been fully reimbursed as provided in the TIF Agreement, to the City for any other public infrastructure constructed by or on behalf of the City or for any lawful purpose under R.C. Section 5709.40, 5709.42, 5709.43, and this Ordinance.

The Parcel TIF Fund and the Brown's Farm TIF Incentive District Fund, as hereinafter defined, shall remain in existence so long as the Service Payments and Property Tax Rollback Payments are collected and used for the above purposes, after which the TIF Funds shall be dissolved in accordance with R.C. Sections 5709.40, 5709.42, and 5709.43. Upon such dissolution, any incidental surplus remaining in the Funds shall be transferred to the General Fund of the City.

SECTION 5. Parcel TIF Fund and Brown's Farm TIF Incentive District Fund. This Council, pursuant to and in accordance with the provisions of R.C. Section 5709.43, determines to and hereby does establish the Parcel TIF Fund (the "Parcel TIF Fund") and the Brown's Farm TIF Incentive District Fund (the "Brown's Farm Fund," and together with the Parcel TIF Fund, the "Funds") in the custody of the City and shall receive all distributions of Service Payments required to be made to the City pursuant to this Ordinance. The Service Payments and any Property Tax Rollback Payments received by the City shall be deposited into the Funds pursuant to R.C. Section 5709.43 and distributed pursuant to R.C. Section 5709.42 and this Ordinance. The Service Payments and any Property Tax Rollback Payments received by the City shall be used solely for the purposes authorized in R.C. Sections 5709.40, 5709.42, 5709.43, and 5709.82, including, but not limited to, paying the costs of the Public Infrastructure Improvements (as defined in Section 6 of this Ordinance), including payment of interest and payment of any bonds, notes, or any other obligations issued to pay such costs, in a manner which is consistent with this Ordinance. The City shall use all Service Payments and any Property Tax Rollback Payments received and deposited into the Funds as provided in this Ordinance. For all purposes of this Ordinance, "costs" of the Public Infrastructure Improvements payable from the Funds also shall include the items of "costs of permanent improvements" set forth in R.C. Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements located within the Parcel TIF and the Brown's Farm TIF Incentive District. The Funds shall remain in existence so long as such Service Payments and any Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the Funds shall be dissolved and any surplus funds remaining therein distributed as set forth in Section 4(b) of this Ordinance.

SECTION 6. Public Infrastructure Improvements. The City hereby designates the Public Infrastructure Improvements set forth in Exhibit B for the Parcel TIF Area attached to and incorporated into this Ordinance by this reference, as the "public infrastructure improvements," as that term is defined in R.C. Section 5709.40(A)(8), which are made, are to be made, or are in the process of being made, by or on behalf of the City, that directly benefit or once made will directly benefit the Parcels, as set forth in R.C. Section 5709.40(B). Furthermore, the City hereby designates the Public Infrastructure Improvements set forth in Exhibit D for the Brown's Farm TIF Incentive District attached to and incorporated into this ordinance by this reference, as the "public infrastructure improvements," as that term is defined in R.C. Section 5709.40(A)(8), which are made, are to be made, or are in the process of being made, by or on behalf of the City, that benefit or serve, or, once made, will benefit or serve the Parcels, as set forth in R.C. Section 5709.40(C)(3)(a).

The City further determines that all of the Public Infrastructure Improvements set forth in Exhibit B and Exhibit D attached hereto, within both the Parcel TIF Area and the Brown's Farm TIF Incentive District, are general in nature, and all of the Public Infrastructure Improvements are supportive of and beneficial to the development of both the Parcel TIF Area and the Brown's Farm TIF Incentive District.

SECTION 7. ~~Application for Real Property Tax Exemption and Remission~~ **Other Authorizations**. This Council further authorizes and directs the City ~~Manager~~ **Administrator**, the City Law Director, the City Finance Director, or other appropriate officers of the City: (i) to make such arrangements as are necessary and proper for collection of Service Payments from Owners; (ii) to make payment of the Service Payments to the City to be deposited into the Funds; (iii) to prepare and sign all agreements and instruments as may be necessary to implement this Ordinance, including any applications for real property tax exemption and remission **and the County Compensation Agreement**; and (iv) to take all other actions as may be appropriate to implement this Ordinance. R.C. Section 5709.911 shall govern the priority status of the exemptions provided under this Ordinance. Under R.C. Sections 5709.40(B), 5709.40(C), and 5709.911, the City intends to apply for the exemption from real property taxation under this Ordinance. Not later than 30 days prior to May 2, 2019, this Council delivered notice, by first class mail, of a public hearing regarding this Ordinance (the "Residential Notice"). The Residential Notice included an overlay, within the meaning of R.C. Section 5709.40(A)(6), for each of the Incentive Districts, which included all of the real property within the Incentive Districts. On June 3, 2019, this Council conducted a public hearing regarding this Ordinance. No real property within the Incentive Districts was located in whole or in part outside of the overlay provided in the Residential Notice for each respective Incentive District, and therefore no owners of real property were entitled to submit written responses to the Residential Notice under R.C. Section 5709.40(C) and no written responses were received.

SECTION 8. ODSA. Pursuant to R.C. Section 5709.40(I), the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Development Services Agency ("ODSA") within 15 days after its adoption. On or before March 31 of each year that an exemption set forth in Section II of this Ordinance remains in effect, the officer or officers authorized by Section 7 of this Ordinance to take actions necessary to implement this Ordinance shall prepare and submit to the Director of ODSA the status report required under R.C. Section 5709.40(G).

SECTION 9. Tax Incentive Review Council. The City hereby maintains the Grove City Tax Incentive Review Council, the membership of which is and shall remain constituted in accordance with R.C. Section 5709.85. In accordance with R.C. Section 5709.85, the Grove City Tax Incentive Review Council reviews and shall continue to review annually all exemptions from taxation resulting from the declarations set forth in this Ordinance and any other such matters as may properly come before it, all in accordance with R.C. Section 5709.85.

SECTION 10. This ordinance shall take effect at the earliest opportunity allowed by law.

____
Steven R. Robinette, President of Council

Passed:
Effective:

____
Richard L. Stage, Mayor

Attest:
____
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.
____
Stephen J. Smith, Director of Law

EXHIBIT A

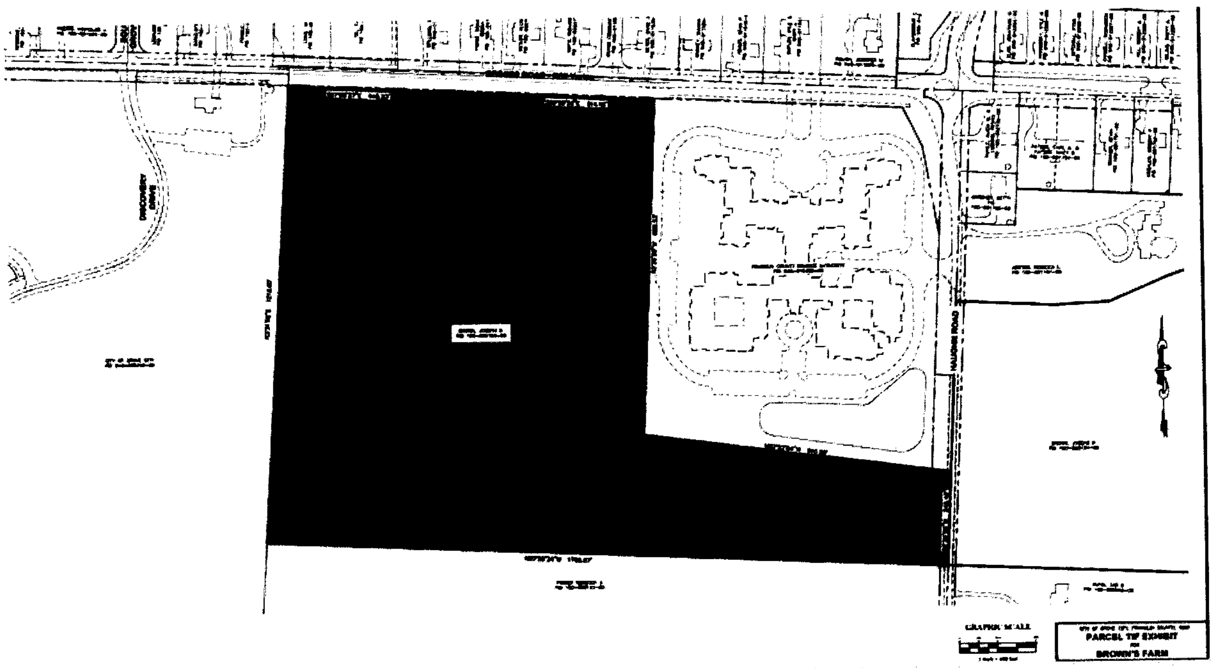
PARCEL TIF AREA IN WHICH IMPROVEMENTS HAVE BEEN DESIGNATED A PUBLIC PURPOSE

A portion of
Franklin County Auditor Parcel ID Number(s)

Approximate Acreage

160-000184-00[1]
32.142acres

The portion of the parcel listed above are generally depicted on the map below:



The portion of the parcel referenced above is more particularly described as follows:

[See attached]

---

[1] As of May 7, 2019, Franklin County Parcel No. 160-000184-00 was split into two parcels. Effective January 1, 2020, the above-referenced property of approximately 32.142 acres will have Franklin County Parcel No. 040-016050-00.

Parcel Description
~ 32.142 Acre ~
South of Orders Road
West of Hoover Road
-1-

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1434 and containing 32.142 acres, said 32.142 acres being part of the remainder of that Original 88.011 acre tract of land as conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739, said 32.142 acres more particularly described as follows;

Beginning for Reference, at Franklin County Geodetic Survey monument 2018 found at the centerline intersection of Orders Road (R/W Varies) and Haughn Road (R/W Varies), said monument also being the northeasterly corner of that 0.896 acre tract of land as conveyed to the Franklin County Commissioners of record in Instrument No. 200408170192072 and the northwesterly corner of that 0.204 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201505140062886;

Thence **S 02° 36' 56" W**, with the easterly line of said 0.896 acre tract, the easterly line of that 0.290 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201511190163841, with the westerly line of said 0.204 acre tract, with the westerly line of that 0.062 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201507060090398, the westerly line of that 0.096 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201508130112369, with a westerly line of the remainder of said Original 88.011 acre tract and with the centerline of said Haughn Road, **1004.58 feet** to a P.K. nail set at the southeasterly corner of said 0.290 acre tract and a northwesterly corner of the remainder of said Original 88.011 acre tract, the ***True Point of Beginning***;

Thence **S 02° 36' 56" W**, across the remainder of said Original 88.011 acre tract and continuing along the centerline of said Haughn Road, **245.48 feet** to Franklin County Geodetic Survey monument 2017 found at the northwesterly corner of that 5.002 acre tract of land as conveyed to Tad D. Kuhn and Karla J. Kuhn of record in Instrument No. 201206220089709, the northeasterly corner of that 85.00 acre tract of land as conveyed to Rebecca J. Priwer of record in Instrument No. 200807310116550 and in the centerline of Haughn Road;

Thence **N 87° 25' 34" W**, with the southerly line of said Original 88.011 acre tract and the northerly line of said 85.00 acre tract, **1786.67 feet** to an iron pin set at the southwesterly corner of said Original 88.011 acre tract, the northwesterly corner of said 85.00 acre tract and in the easterly line of that tract of land as conveyed to the City of Grove City, Ohio of record in Official Record 28297, Page A07;

Thence **N 03° 31' 02" E**, with the westerly line of said Original 88.011 acre tract and the easterly line of said City of Grove City, Ohio tract, **1213.00 feet** to an iron pin found at the southwesterly corner of that 2.250 acre tract of land as conveyed to the City of Grove City, Ohio of record in Instrument No. 201410310144844, said corner being in the southerly right-of-way line of said Orders Road;

Thence with the southerly line of said 2.250 acre tract, the northerly line of the remainder of said Original 88.011 acre tract and along said southerly right-of-way line, the following three (3) courses and distances:

S 87° 40' 10" E, 0.77 feet to an iron pin set at an angle point;

S 87° 05' 27" E, 445.23 feet to an iron pin set at an angle point;

S 86° 58' 52" E, 514.18 feet to an iron pin set at a northwesterly corner of that Original 15.974 acre tract of land as conveyed to Franklin County Finance Authority of record in Instrument No. 201512100173299

Thence **S 02° 36' 56" W**, along an easterly line of said Original 88.011 acre tract and with the westerly line of said Original 15.974 acre tract, **889.53 feet** to a point, witness a 5/8" rebar found (0.12' S.)

Thence **S 82° 23' 04" E**, with a southerly line of said Original 15.974 acre tract and the southerly line of said 0.290 acre tract, **810.50 feet** to the ***True Point of Beginning***. Containing **32.142 acres**, more or less, inclusive of the present right-of-way which occupies 0.113 acres, more or less. Subject to all legal restrictions, easements and/or rights-of-way.

This description is based on existing records from the Franklin County Recorder's and the Franklin County Auditor's Office and an actual field survey by Advanced Civil Design, Inc. in November, 2017. A drawing of the above description is attached hereto and made a part thereof.

Bearings are based on the bearing of S 02° 36' 56" E for the centerline of Haughn Road between F.C.G.S. 2018 found and F.C.G.S. 2017 found (Ohio State Plane Coordinate System, South Zone, NAD83, NSRS 2007) and as established using a GPS survey.

Iron pins set are 3/4" diameter iron pipe, 30" long and capped Advanced 7661.

All references used in this description can be found at the Recorder's Office, Franklin County, Ohio.

ADVANCED CIVIL DESIGN, INC.

3/18/19

Douglas R. Hock, P.S. 7661 Date:

Z317-0001 889\Survey\32.142 ac parcel desc.doc

STATE OF OHIO
DOUGLAS HOCK
S-7661
REGISTERED
PROFESSIONAL SURVEYOR

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR PARCEL TIF AREA

The Public Infrastructure Improvements that shall directly benefit or serve the Parcels, as that term is defined in Ordinance No. C-31-19 include any and all "public infrastructure improvements," as that term is defined in R.C. Section 5709.40(A)(8), and any and all "costs of permanent improvements," as that term is defined in R.C. Section 133.15(B), of the Public Infrastructure Improvements, including, but not limited to, payment of Debt Service Payments on obligations issued to finance the costs of the Public Infrastructure Improvements, as those sections may be amended from time to time. Without limiting the generality of the preceding sentence, the Public Infrastructure Improvements specifically may include the following:

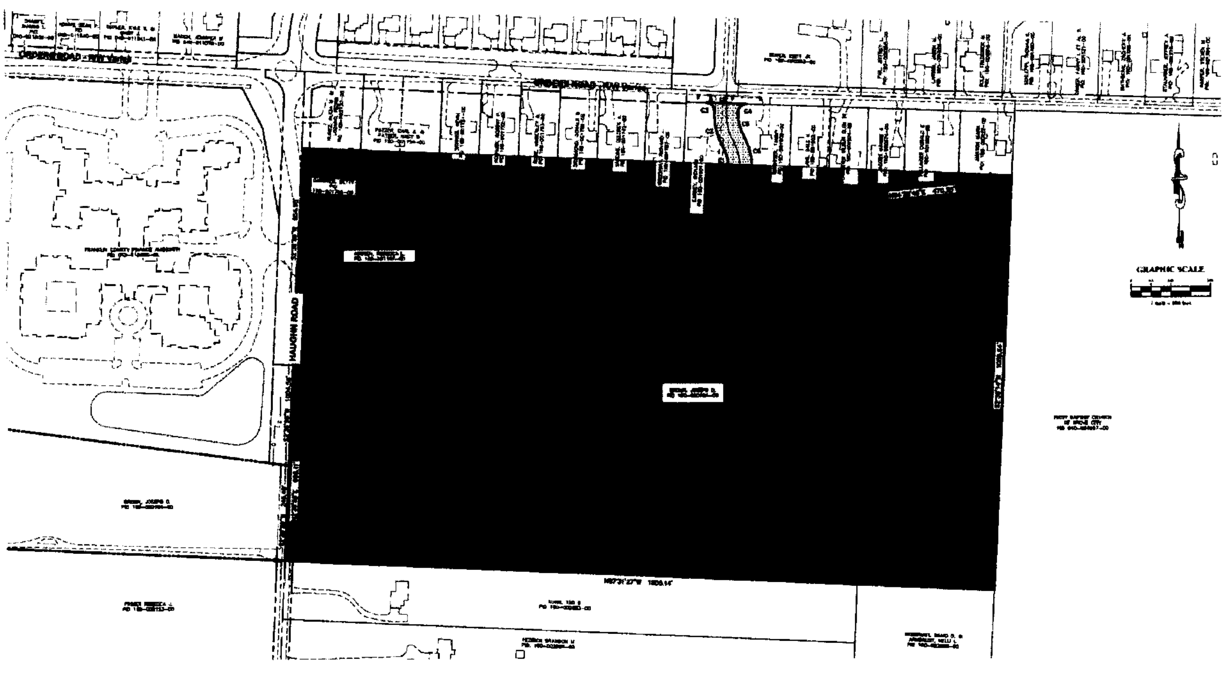
> public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and the enhancement of public waterways through improvements that allow for greater public access.

EXHIBIT C

BROWN'S FARM TIF INCENTIVE DISTRICT IN WHICH IMPROVEMENTS
<u>HAVE BEEN DESIGNATED A PUBLIC PURPOSE</u>

A portion of Franklin County Auditor Parcel ID Number(s)	Approximate Acreage
160-000184-00[2]	36.403 acres

The portion of the parcel listed above are generally depicted on the map below:



The portion of the parcel referenced above is more particularly described as follows:

[See attached]

[2] As of May 7, 2019, Franklin County Parcel No. 160-000184-00 was split into two parcels. Effective January 1, 2020, the above-referenced property of approximately 36.403 acres will have Franklin County Parcel No. 040-016108-00.

Parcel Description
- 36.403 Acre -
South of Orders Road
West of Hoover Road
-1-

Situated in the State of Ohio, County of Franklin, City of Grove City, Virginia Military Survey No. 1434 and containing 36.403 acres, said 36.403 acres being part of the remainder of that Original 88.011 acre tract of land as conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136739 and all of Reserve "A" of the Haughn Heights Subdivision of record in Plat Book 37, Page 67, said Reserve "A" also being conveyed to Joseph D. Brown and Marcia L. Brown of record in Instrument No. 201209140136740, said 36.403 acres more particularly described as follows;

Beginning for Reference, at Franklin County Geodetic Survey monument 2018 found at the centerline intersection of Orders Road (R/W Varies) and Haughn Road (R/W Varies), said monument also being the northeasterly corner of that 0.896 acre tract of land as conveyed to the Franklin County Commissioners of record in Instrument No. 200408170192072 and the northwesterly corner of that 0.204 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201505140062886;

Thence **S 02° 36' 56" W**, with the easterly line of said 0.896 acre tract, with the westerly line of said 0.204 acre tract, with the westerly line of that 0.062 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201507060090398, the westerly line of that 0.096 acre tract of land as conveyed to the City of Grove City of record in Instrument No. 201508130112369 and with the centerline of said Haughn Road, **554.95 feet** to a P.K. nail set at the southwesterly corner of said 0.096 acre tract and a northeasterly corner of the remainder of said Original 88.011 acre tract, the ***True Point of Beginning***;

Thence with northerly lines of the remainder of said Original 88.011 acre tract, the southerly line of said 0.096 acre tract and southerly lines of that 4.422 acre tract of land as conveyed to Rebecca L. Absten & Michael J. Absten of record in Instrument No. 200406090133243, the following five (5) courses and distances:

> **S 87° 08' 42" E, 257.38 feet** to a point, witness a 3/4" iron pin found (0.22' N. and 0.22'W);
>
> **N 87° 13' 25" E, 143.26 feet** to a point, witness a 3/4" iron pin found (0.21' S. and 0.31'W);
>
> **N 66° 46' 19" E, 161.92 feet** to a point, witness a 3/4" iron pin found (0.11' N. and 0.07'W);
>
> **N 70° 52' 49" E, 213.52 feet** to a 3/4" iron pin found (bent);
>
> **N 81° 29' 35" E, 126.03 feet** to a 3/4" iron pin found at the southeasterly corner of said 4.422 acre tract and the southwesterly corner of that tract of land as conveyed to Nathan H. Mast and Heather Mast of record in Instrument No. 201712190178228;

Thence **N 78° 52' 31" E**, with the northerly line of the remainder of said Original 88.011 acre tract and the southerly line of said Mast tract, **103.09 feet** to an iron pin set at the southeasterly corner of said Mast tract and the southwesterly corner of Lot 1 of said Haughn Heights;

Thence **N 79° 13' 05" E**, with the northerly line of the remainder of said Original 88.011 acre tract and with the southerly line of said Lot 1, **119.51 feet** to an iron pin set at the southeasterly corner of said Lot 1 and the southwesterly corner of said Reserve "A";

Thence with the westerly lines of said Reserve "A" and the easterly lines of said Lot 1, the following four (4) courses and distances:

> **N 02° 03' 57" E, 109.08 feet** to an iron pin set at a point of curvature;
>
> with a curve to the left, having a central angle of **30° 00' 00"** and a radius of **120.00 feet**, an arc length of **62.83 feet** and a chord bearing and distance of **N 12° 55' 57" W, 62.12 feet** to an iron pin set at a point of reverse curvature;

with a curve to the right, having a central angle of **30° 14' 01"** and a radius of **180.00 feet**, an arc length of **94.98 feet** and a chord bearing and distance of **N 12° 48' 57" W, 93.88 feet** to an iron pin set at a point of reverse curvature;

with a curve to the left, having a central angle of **91° 08' 49"** and a radius of **20.00 feet**, an arc length of **31.82 feet** and a chord bearing and distance of **N 43° 16' 21" W, 28.57 feet** to an iron pin set at a point of tangency, said point being in the southerly right-of-way line of Orders Road;

Thence **S 87° 28' 00" E**, with the northerly line of said Reserve "A" and along said southerly right-of-way line, **100.32 feet** to an iron pin set at a northeasterly corner of said Reserve "A" and northwesterly corner of Lot 2 of said Haughn Heights;

Thence with the easterly lines of said Reserve "A" and the westerly lines of said Lot 2, the following four (4) courses and distances:

with a curve to the left, having a central angle of **90° 00' 00"** and a radius of **20.00 feet**, an arc length of **31.42 feet** and a chord bearing and distance of **S 47° 03' 57" W, 28.28 feet** to an iron pin set at a point of curvature;

with a curve to the left, having a central angle of **29° 59' 54"** and a radius of **120.00 feet**, an arc length of **62.83 feet** and a chord bearing and distance of **S 12° 56' 00" E, 62.11 feet** to an iron pin set at a point of reverse curvature;

with a curve to the right, having a central angle of **30° 00' 00"** and a radius of **180.00 feet**, an arc length of **94.25 feet** and a chord bearing and distance of **S 12° 55' 57" E, 93.17 feet** to an iron pin set at a point of tangency;

S 02° 03' 57" W, 95.40 feet to an iron pin set at a southeasterly corner of said Reserve "A" and southwesterly corner of said Lot 2;

Thence with northerly lines of the remainder of said Original 88.011 acre tract and southerly lines of said Haughn Heights, the following two (2) courses and distances:

N 79° 13' 05" E, 196.67 feet to a 1/2" iron pin found at an angle point;

N 84° 28' 45" E, 470.25 feet to a 3/4" iron pin found at the northeasterly corner of the remainder of said Original 88.011 acre tract, the southeasterly corner of said Haughn Heights and in the westerly line of that tract of land as conveyed to First Baptist Church of Grove City of record in Instrument No. 200212270333608;

Thence **S 02° 39' 14" W**, with the easterly line of said Original 88.011 acre tract and the westerly line of said First Baptist Church tract, **1055.64 feet** to a 3/4" iron pin found at the southeasterly corner of said Original 88.011 acre tract and the northeasterly corner of that 10.009 acre tract of land as conveyed to David D. Armbrust and Kelli L. Armbrust of record in Instrument No. 201407210093138;

Thence **N 87° 31' 27" W**, with the southerly line of said Original 88.011 acre tract, the northerly line of said 10.009 acre tract and the northerly line of that 5.002 acre tract of land as conveyed to Tad D. Kuhn and Karla J. Kuhn of record in Instrument No. 201206220089709, **1800.14 feet** to Franklin County Geodetic Survey monument 2017 found at the northwesterly corner of said 5.002 acre tract, the northeasterly corner of that 85.00 acre tract of land as conveyed to Rebecca J. Priwer of record in Instrument No. 200807310116550 and in the centerline of Haughn Road;

EXHIBIT D

PUBLIC INFRASTRUCTURE IMPROVEMENTS FOR BROWN'S FARM TIF INCENTIVE DISTRICT

The Public Infrastructure Improvements that shall directly benefit or serve the Parcels, as that term is defined in Ordinance No. C-31-19 include any and all "public infrastructure improvements," as that term is defined in R.C. Section 5709.40(A)(8), and any and all "costs of permanent improvements," as that term is defined in R.C. Section 133.15(B), of the Public Infrastructure Improvements, including, but not limited to, payment of Debt Service Payments on obligations issued to finance the costs of the Public Infrastructure Improvements, as those sections may be amended from time to time. Without limiting the generality of the preceding sentence, the Public Infrastructure Improvements specifically may include the following:

> public roads and highways; water and sewer lines; the continued maintenance of those public roads and highways and water and sewer lines; environmental remediation; land acquisition, including acquisition in aid of industry, commerce, distribution, or research; demolition, including demolition on private property when determined to be necessary for economic development purposes; stormwater and flood remediation projects, including such projects on private property when determined to be necessary for public health, safety, and welfare; the provision of gas, electric, and communications service facilities, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes; and the enhancement of public waterways through improvements that allow for greater public access.

Date: 07/08/19		No.: C-36-19	
Introduced By: Ms. Houk		1st Reading: 07/15/19	
Committee: Finance		Public Notice: 07/16/19	
Originated By: Mayor Stage		2nd Reading: 08/05/19	
Sponsor: Mr. Robinette		Passed:____	Rejected:
Emergency:___	30 Days: X	Codified:___	Code No:
Current Expense:_________		Passage Publication:	

ORDINANCE C-36-19

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH TYLER TECHNOLOGIES

WHEREAS, a new agreement has been negotiated between the City and Tyler Technologies for Public Safety software; and

WHEREAS, the current system will no longer support the growing and essential needs of the Grove City Division of Police, Jackson, Pleasant and Prairie Township Fire Departments; and

WHEREAS, the new system will add new features and capabilities that enhance the Division of Police's ability to dispatch for multiple jurisdictions; and

WHEREAS, the savings in annual maintenance cost will help fund a portion of the new system; and

WHEREAS, the total cost of the system will be $629,860.00, with no payment in 2019, and payments of $314,930.00 to be made in 2020 and 2021.

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

SECTION 1. The City Administrator is hereby authorized to enter into a contract with Tyler Technologies for new Public Safety software.

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

____
Steven R. Robinette, 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

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Grove City, OH.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.

- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including

payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate

with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
(iv) be charged for a minimum of two (2) hours of support services for every support call; and
(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell and deliver onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.2 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

3. Force Majeure. Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S.

Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Socrata Terms and Conditions. Tyler and Client hereby agree to add the Licensed Software added by Exhibit A of the License and Services Agreement, Tyler and Client agree to perform and be bound by all covenants, terms, and conditions of the Socrata Terms and Conditions, which are attached hereto as Exhibit G, and all such covenants, terms, and conditions are incorporated by reference as if set forth at length herein.

23. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	INTENTIONALLY LEFT BLANK
Exhibit E	Statement of Work
	Schedule 1: Implementation and Training Support Services
	Schedule 2: Customer Requested Standard Software Enhancement/Modifications And/or Custom Software
Exhibit F	Additional Terms for New World Public Safety Hosted Components
	Schedule 1: Service Level Agreement
Exhibit G	Socrata Terms and Conditions

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Grove City, OH
By:________________	By:________________
Name:________________	Name:________________
Title:________________	Title:________________
Date:________________	Date:________________

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:
Grove City
4035 Broadway
Grove City, OH 43123
Attention: ________________

Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Tom Miller
Date:	5/23/2019
Quote Expiration:	8/17/2019
Quote Name:	Grove City, OH CAD, Mobile, LERMS, FRMS
Quote Number:	2019-27130-4
Quote Description:	CAD LERMS Mobile FRM

Sales Quotation For
City of Grove City Police Department
3360 Park St
Grove City , OH 43123-2632
Phone: +1 (614) 277-1714

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Computer Aided Dispatch				
New World Enterprise Combined LE/Fire/EMS CAD	$72,080	$36,761	$35,319	$7,417
BOLOs	$7,000	$3,570	$3,430	$720
CAD AVL	$8,000	$4,080	$3,920	$823
Service Vehicle Rotation (Wrecker, Ambulance)	$8,000	$4,080	$3,920	$823
Web CAD Monitor	$20,000	$10,200	$9,800	$2,058
CAD Paging Interface	$8,000	$4,080	$3,920	$823
E-911 Interface	$8,000	$4,080	$3,920	$823
CAD NCIC Interface	$14,000	$7,140	$6,860	$1,441
ASAP Interface	$10,000	$5,100	$4,900	$1,029
Pre-Arrival Questionnaire Interface	$8,000	$4,080	$3,920	$823
Encoder Interface	$8,000	$4,080	$3,920	$823
Fire Records Interface	$14,000	$7,140	$6,860	$1,441
ePCR Interface	$14,000	$7,140	$6,860	$1,441
Law Enforcement Records Management System				
New World Multi-Jurisdictional Law Enforcement Records	$36,960	$18,850	$18,110	$3,803
Federal UCR/IBR	$12,000	$6,120	$5,880	$1,235
State Accidents	$12,000	$6,120	$5,880	$1,235
Alarm Tracking and Billing	$10,000	$5,100	$4,900	$1,029
Bicycle Registration	$6,000	$3,060	$2,940	$617
Case Management	$6,000	$3,060	$2,940	$617
Data Analysis/Crime Mapping/Management Reporting (LERMS)	$15,000	$7,650	$7,350	$1,544

Equipment Tracking	$10,000	$5,100	$4,900	$1,029
Narcotics Management/Intelligence	$10,000	$5,100	$4,900	$1,029
Orders of Protection	$10,000	$5,100	$4,900	$1,029
Pawn Shops	$6,000	$3,060	$2,940	$617
Property Room Bar Coding	$6,000	$3,060	$2,940	$617
Web Briefing Notes	$7,000	$3,570	$3,430	$720
Ticket Writer Interface (Supports Brazos)	$0	$0	$0	$0
Citizen Reporting Interface	$18,000	$9,180	$8,820	$1,852
Tyler Content Manager (TCM)	$11,250	$5,738	$5,512	$1,158
Incode Interface (Tickets)	$0	$0	$0	$0
Incode Interface (Warrants)	$0	$0	$0	$0
Public Safety Lineups/Mug Shots (LERMS)	$18,000	$9,180	$8,820	$1,852
NCIC Interface	$26,000	$13,260	$12,740	$2,675
Mobile				
New World Mobile Server	$60,000	$30,600	$29,400	$6,174
LE Dispatch/Messaging/State/NCIC (23)	$9,200	$4,692	$4,508	$947
Fire Dispatch/Messaging (20)	$8,000	$4,080	$3,920	$823
Drivers License Mag Stripe Reader/Barcode Reader Interface (23)	$2,300	$1,173	$1,127	$237
Mugshot Image Download (23)	$2,300	$1,173	$1,127	$237
In-Car Mapping / AVL (43)	$6,450	$3,311	$3,139	$659
In-Car Routing (43)	$4,300	$2,193	$2,107	$442
LE Field Reporting (Federal Standard) (23)	$9,200	$4,692	$4,508	$947
LE Accident Field Reporting (1 form) (23)	$6,900	$3,519	$3,381	$710
MCT Ticket Writer Interface (supports Brazos) (23)	$0	$0	$0	$0
Mobility Site License for CrewForce and ShieldForce	$71,013	$36,217	$34,796	$7,307
ShieldForce - LE Dispatch with Advanced Mapping	$0	$0	$0	$0
CrewForce - Fire Dispatch	$0	$0	$0	$0
Other Software				
CAD Data Mart / Includes 2 users	$4,000	$2,040	$1,960	$412
CAD Dashboards	$12,000	$6,120	$5,880	$1,235
Law Enforcement Records Management Data Mart / Includes 2 users	$4,000	$2,040	$1,960	$412
LE Records Management Dashboards	$12,000	$6,120	$5,880	$1,235
Workstation License	$0	$0	$0	$0
Sub-Total:	*$630,953*	*$321,809*	*$309,144*	*$64,920*
Less Discount:	*$321,809*			*$64,920*
TOTAL:	**$309,144**		**$309,144**	**$0**

Annual/SaaS

Description	Quanity	Fee	Discount	Annual
Socrata Public Safety Analytics (includes Citizen Connect)	1	$6,000	$0	$6,000
Mobility Hosting Fee	1	$3,000	$0	$3,000
TOTAL:				**$9,000**

Services

Description	Quantity	Unit Price	Discount	Total
Project Management	1	$68,800	$0	$68,800
High Availability System Assurance and Software Installation (2 environments)	1	$20,880	$0	$20,880
Mobility Implementation	1	$2,320	$0	$2,320
GIS Implementation (1 county)	1	$22,620	$0	$22,620
NCIC (Multiple) Installation	1	$21,025	$0	$21,025
Decision Support Software Implementation	2	$4,350	$0	$8,700
Web CAD Monitor Installation	1	$1,160	$0	$1,160
CAD Paging Interface Installation	1	$1,160	$0	$1,160
E-911 Interface Installation	1	$1,160	$0	$1,160
ASAP Interface Installation	1	$5,800	$0	$5,800
Pre-Arrival Questionnaire Interface Installation	2	$1,160	$0	$2,320
Encoder Interface Installation	1	$3,480	$0	$3,480
Fire Records Interface Installation	1	$2,320	$0	$2,320
ePCR Interface Installation	1	$2,320	$0	$2,320
Combined or Fire/EMS CAD Configuration	1	$13,050	$0	$13,050
CAD Training (10 users ea.)	2	$4,350	$0	$8,700
CAD Go-Live	1	$8,700	$0	$8,700
Web Briefing Notes Installation	1	$1,160	$0	$1,160
Ticket Writer Interface (Supports Brazos) Installation	1	$0	$0	$0
Citizen Reporting Interface Installation	1	$2,320	$0	$2,320
Incode Interface (Tickets) Installation	1	$0	$0	$0
Incode Interface (Warrants) Installation	1	$0	$0	$0
LERMS Configuration (up to 2 counties)	1	$13,050	$0	$13,050
LERMS Training (10 trainers ea.)	1	$4,350	$0	$4,350
LERMS Go-Live (standard)	1	$4,350	$0	$4,350
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Configuration	1	$14,500	$0	$14,500
Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Training (10 trainers ea.)	1	$8,700	$0	$8,700

Law Enforcement and Fire Mobile Messaging and Law Enforcement Field Based Reporting Go-Live	1	$8,700	$0	$8,700
Law Enforcement Field Based Accident Reporting Configuration	1	$5,800	$0	$5,800
Custom Interface to Matrix (one-way)	1	$17,600	$0	$17,600
Socrata Implementation Services	1	$1,160	$0	$1,160
TOTAL:				**$276,205**

Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
Diagramming Software (Scene PD) Units (includes 1st yr maintenance)	23	$307	$7,061	$0	$0
Embedded Third Party Software	1	$16,500	$16,500	$3,465	$3,465
Esri ArcGIS Engine Runtime for CAD Workstations	7	$500	$3,500	$105	$735
Esri Mobile In-Car Mapping and Routing unit(s)	43	$250	$10,750	$53	$2,258
Bar Coding Scanner Kit w/Signature Pad	1	$3,600	$3,600	$0	$0
Digital Camera for Mug Shots	1	$1,350	$1,350	$0	$0
L-TRON 2D Bar Code Imager	5	$350	$1,750	$0	$0
3rd Party Hardware Sub-Total:			*$6,700*		*$0*
3rd Party Software Sub-Total:			*$37,811*		*$6,458*
Less Discount:					*$6,458*
TOTAL:			**$44,511**		**$0**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$309,144	$64,920
Total Annual Fees		$9,000
Total Tyler Services	$276,205	
Total Other Costs	$0	
Total Third Party Hardware, Software and Services	$44,511	$6,458
Travel and Living Expenses	$66,000	
Summary Total	**$695,860**	**$80,378**

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016 and SQL Server 2012/2014/2016 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

CAD Maintenance includes 24/7 Support.

When Custom interface is included, Custom interface will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services.

When State/NCIC is included, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Unless a Workstation License is included, New World CAD includes 6 licenses.

Assumptions

Unless a Workstation License is included, New World Law Enforcement Records includes 18 licenses.

Federal UCR/IBR includes edits, reports and electronic submission.

State Accidents includes logic and reports; electronic submission is included where mandated by the State.

AVL requires third-party GPS hardware.

Drivers License Mag Stripe Reader/Barcode Reader requires third-party equipment or hardware; Client must provide magnetic stripe/2D encoding format.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

A Workstation License for up to 100 workstations is included for the Licensed Standard Software. The Workstation License includes the following agencies as authorized users:

- Grove City, Ohio

Socrata Assumptions

- Any billing inquiries by Customer should be directed to Socrata's Billing Department at 206.686.7525, email at di-billing@tylertech.com or by writing Billing Department, 255 South King St. Suite 1100 Seattle, WA 98104. Unless expressly set forth in the Order, fees in this order are exclusive of taxes, travel and expenses, and third party reseller fees.
- No PO Terms Apply. Pre-printed additional or conflicting terms included in Customer's purchase order form do not apply to this order and are rejected by Socrata (unless Socrata physically signs the Customer purchase order).
- Binding When Signed by Both Parties. This order is binding upon signature of both parties (except if the purchase is administered through a reseller leveraging a contract vehicle (e.g., GSA, NASPO), then this order is binding when Socrata accepts the purchase order from reseller).
- Governing Agreement. This order is governed by (a) the written platform services agreement signed by both parties; (b) if no written agreement is signed, then the Terms of Service found at https://socrata.com/terms-of-service/; or (c) if through reseller leveraging a contract vehicle (e.g., GSA, NASPO), the then-current Socrata GSA platform subscription at http://www.carahsoft.com/application/files/1314/8606/0631/Mod_-_1000_-_Socrata_CSA_and_Carahsoft_Rider_-_GSA-vetted_and_approved_1....pdf, which is incorporated herein by reference. (Agreement).
- Prime Contracting Issues. If Customer is a Prime Contractor, the Prime Contractor is deemed the "Customer" under this order, the end user is the user of the software services, and Socrata is a third-party software service provider. Prime Contractor is responsible for all payments under this order.
- Customer Billing Contact. If Customer requires a purchase order for Socrata to receive payment, a purchase order must be approved and a copy submitted together with this order by reference. If Customer does not issue purchase orders, Customer hereby provides the reference number and billing address for all invoices and agrees to promptly update Customer should such information change.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. One Time Fees.

   1.1 License fees; Professional Services fees, including Implementation and Other Professional Services (including training), Requested Custom Software Interfaces and other Fixed Price Services; Third Party Software License Fees, and; Third Party Hardware will be invoiced as follows:
   $314,930.00 on January 15, 2020
   $314,930.00 on January 15, 2021
   Total: $629,860.00

2. Recurring Fees.

   2.1 *Maintenance and Support Fees (including Esri and Embedded Third Party Software)*: Year 1 maintenance and support fees are waived one (1) year from the Effective Date. Year 2 maintenance and support fees, at the rate listed in the Investment Summary, are payable one year from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

   2.2 *New World Hosting Fees*: New World Hosting Fees: Hosting Fees for the Tyler Software identified on the Investment Summary are invoiced annually in advance on the Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

   2.3 SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of Exhibit G to this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Unless otherwise set forth in the Investment Summary, after the initial twelve (12) months of the Agreement, and again every twelve months thereafter, the pricing for the SaaS Services will be based on the then-current prices.

3. Third Party Products.

   3.1 *Third Party Software Maintenance (excluding Esri and Embedded Third Party Software)*: The first year maintenance fees for the Third Party Software, if any, is invoiced in accordance with paragraph

1 of this Exhibit B. Year 2 maintenance fees for the Third Party Software are payable one year from the Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.

4. Expenses. The amount of Travel and Living Expenses in the Investment Summary is an estimate. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

   B. Rental Car

   Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

   C. Public Transportation

   Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

   D. Parking & Tolls

   When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

   Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

   "No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

   Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours, currently Monday through Friday from 8:00 a.m. to 9:00 p.m. (Eastern Time Zone). Emergency 24-hours per day, 7 days per week, telephone support for New World Public Safety CAD only. After 9:00 p.m., the New World CAD phone support will be provided via pager and a support representative will respond to CAD service calls within 30 minutes of call initiation.

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   (a) All infrastructure executing Tyler Software shall be managed by you;
   (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   (c) You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.

Exhibit C
Schedule 1
Support Call Process

If, after you have cut over to live production use of the Tyler Software, you believe that the Tyler Software is Defective, as "Defect" is defined in the Agreement, then you will notify us by phone, in writing, by email, or through the support website. Please reference http://www.tylertech.com/client-support for information on how to use these various means of contact.

Documented examples of the claimed Defect must accompany each notice. We will review the documented notice and when there is a Defect, we shall resolve it at no additional cost to you beyond your then-current maintenance and support fees.

In receiving and responding to Defect notices and other support calls, we will follow the priority categorizations below. These categories are assigned based on your determination of the severity of the Defect and our reasonable analysis. If you believe a priority categorization needs to be updated, you may contact us again, via the same methods outlined above, to request the change.

In each instance of a Priority 1 or 2 Defect, prior to final Defect correction, the support team may offer you workaround solutions, including patches, configuration changes, and operational adjustments, or may recommend that you revert back to the prior version the Tyler Software pending Defect correction.

(a) **Priority 1**: *A Defect that renders the Tyler Software inoperative; or causes the Tyler Software to fail catastrophically.*

After initial assessment of the Priority 1 Defect, if required, we shall assign a qualified product technical specialist(s) within one business (1) hour. The technical specialist(s) will then work to diagnose the Defect and to correct the Defect, providing ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 1 defect.

The goal for correcting a Priority 1 Defect is 24 hours or less.

(b) **Priority 2**: *A Defect that substantially degrades the performance of the Tyler Software, but does not prohibit your use of the Tyler Software.*

We shall assign a qualified product technical specialist(s) within four (4) business hours of our receipt of your notice. The product technical specialist will then work to diagnose and correct the Defect. We shall work diligently to make the correction, and shall provide ongoing communication to you concerning the status of the correction until the Tyler Software is operational without Priority 2 Defect.

The goal for correcting a Priority 2 event is to include a correction in the next Tyler Software release.

(c) **Priority 3**: *A Defect which causes only a minor impact on the use of the Tyler Software.*

We may include a correction in subsequent Tyler Software releases.

Exhibit D
Third Party End User License Agreement

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Exhibit E
Statement of Work

We will deliver the services set forth in the Investment Summary as set forth in the Agreement and, as applicable, as further detailed in this Statement of Work. Except as expressly stated in the Agreement, none of the services we provide you under the Statement of Work are services related to hardware or third-party products. Whenever possible, we will provide services remotely so as to control travel expenses. All service fees and expenses are payable according to the Invoicing and Payment Policy.

Exhibit E
Schedule 1
Professional Services

1. Project Management Services

We shall act as Project Manager to assist you in implementing the Tyler Software. Project Management Services include:

a) Developing an Implementation Plan;
c) Providing revised Implementation Plans (if required);
d) Providing monthly project status reports; and
e) Facilitating project status meetings
   - a project review (kickoff) meeting at your location
   - progress status meeting(s) during implementation via telephone conference or at your location; and
   - a project close-out meeting at your location to conclude the project.

f) Consultation with other vendors or third parties, if necessary.

2. Implementation and Training Support Services

Implementation and training support services have been allocated for this project as described in the Investment Summary. Avoiding or minimizing custom or modified features will aid in keeping the support costs to the amount allocated. The recommended implementation and training support services include:

a) implementation of the Tyler Software;
b) Training you or assisting with your training on the Tyler Software; and
c) tailoring of Tyler Software by our technical staff and/or consultation with our technical staff.

The project management, implementation and training support services provided by us may be performed at your premises and/or at our headquarters in Troy, Michigan (e.g., portions of project management are performed in Troy).

3. Interface and/or Fixed Installation Services

We shall provide interface installation services as described in the Investment Summary.

Our GIS implementation services are to assist you in preparing the required GIS data for use with the Tyler Software. At a minimum, you will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard ESRI file format (Personal Geodatabase, File Geodatabase, Shape Files). You are responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary, we will assist you in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. We are not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Tyler Software.

4. Hardware Quality Assurance Service

We shall provide Hardware Systems Assurance of your server(s).

a) Hardware Quality Assurance Services (High Availability Environment):
Hardware Systems Assurance and Software Installation:
- Assist with High Level System Design/Layout
- Validate Hardware Configuration and System Specifications
- Validate Network Requirements, including Windows Domain
- Physical Installation of our Application Servers
- Install Operating System and Apply Updates
- Install SQL Server and Apply Updates
- Install New World Applications Software and Apply Updates
- Establish Base SQL Database Structure
- Configure System for Electronic Customer Support (i.e. NetMeeting)
- Tune System Performance Including Operating System and SQL Resources
- Test High Availability Recovery Scenarios
- Provide Basic System Administrator Training and Knowledge Transfer
- Document Installation Process and System Configuration

Exhibit E
Schedule 3
Customer Requested Standard Software Enhancements and/or Custom Software

1. Definition

We will provide you requested standard software enhancements and/or custom software services as discussed below. You agree to cooperate in limiting the scope of those modifications and enhancements, as described below.

An analysis and assessment to verify the scope of effort for these services will be conducted. A revised estimate for the enhancements/customizations may be provided at the conclusion of the assessment. You may elect to cancel or proceed with the enhancements/customizations based on the revised estimate.

Capabilities included in the initial scope:

a) Custom Software/Interface(s)

While we will provide reasonable consultation, you are responsible for obtaining technical contacts and/or technical specifications from the third parties involved.

(1) Matrix Case Export:

Tyler Technologies will provide an interface that will export case data from New World Public Safety to Matrix Courts.

2. Methodology to Provide Enhancements and/or Custom Software

a) <u>Our Responsibility</u>

As part of our delivery of these services, we will:

(1) Review the required features for the items set forth in paragraph 1, above, with you.

(2) Prepare a Requirements Document (RD) to include:

- Detailed description of the required feature
- menu samples
- screen samples
- report samples

(3) Conduct the programming and programming test.

(4) Provide the associated in-scope training, testing and/or other support services.

For an enhancement or custom software requiring over seven (7) days of services, we will utilize the design document procedure described below. For enhancements or custom software that require less than seven (7) days of services, we will use a Request for Service (RFS) procedure. Both procedures are reviewed with you at a pre-installation planning meeting. The RFS procedure utilizes a form with a narrative description and supporting documentation if applicable to define the work to be done.

b) <u>Design and Development Procedure</u>

	Activity	Targeted Time Period
(1)	We will work with your staff in completing the RD. You agree to be reasonable and flexible in not attempting to design the modifications to be more extensive than called for in the scope (cost and schedule) of this project.	To be determined
(2)	We submit completed RD to you.	To be determined
(3)	You will review and sign off on the RD. Once you sign off on the RD, any subsequent changes must be documented along with the impact on pricing and schedule, if any. No programming will be done by us until the formal sign-off and your authorization to proceed in writing.	To be determined
(4)	We complete programming from RD and provide the associated deliverable to you.	To be determined
(5)	You test software modification based on RD.	To be determined

3. <u>Third Party Responsibilities</u>

a) The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP.

b) We will not be responsible for making any modification in the 3rd party software to support this interface.

c) The third-party will work with us and you to test the interface.

The custom interfaces we agree to deliver to you under this Agreement are set forth in the Investment Summary and in the Interface Control Document(s) (ICD) listed below.

Interface Control Document (ICD)

Grove City, OH

Interface	**Matrix Case Export**
Direction	Export
Third Party	Matrix
Record Type	Global Subject; Case
Detailed Description	Tyler Technologies will provide an interface that will export case data from New World Public Safety to Matrix Courts. The export of data will be a batch process that will occur at a frequency configurable by the customer. The interface will support one transfer method and format. Data may be transmitted as a file, through a web service, as a TCP message or other agreed upon protocol. The interface will be limited to fields that exist in the New World case module. No new fields will be added to the database or user screen.
Assumptions	1. The third-party will provide a documented API that will allow access to required data via a file transfer, web service, or TCP/IP. 2. New World System will not be responsible for making any modification in the 3rd party software to support this interface. 3. The third-party will work with New World Systems and the customer to test the interface.

Exhibit F
Additional Terms for New World Public Safety Hosted Components

We will provide you with the New World Public Safety hosted components of Tyler Software indicated in the Investment Summary of this License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Additional Definitions. The following definitions shall apply to this Exhibit:

    1.1. **"New World Public Safety Components"** means the New World Public Safety hosted components of Tyler Software identified in the Investment Summary.

    1.2. **"Hosting Services"** means the hosting services Tyler will provide for the New World Public Safety Components for the fees set forth in the Investment Summary. Terms and Conditions for the Hosting Services are set forth in this exhibit.

    1.3. **"SLA"** means the service level agreement applicable to the Hosting Services for the New World Public Safety Components. A copy of Tyler's current SLA is attached hereto as Schedule 1 to this exhibit.

    1.4. **"Third Party Services"** means the services provided by third parties, if any, identified in the Investment Summary.

2. Hosting Terms for New World Public Safety Components.

    2.1. We will either host or engage Third Party Services in order to host the New World Public Safety Components set forth in the Investment Summary for the fees set forth therein. You agree to pay those fees according to the terms of the Invoicing and Payment Policy. In exchange for those fees, we agree to provide the Hosting Services according to the terms and conditions set forth in this Exhibit, and the other applicable terms of the Agreement. If you fail to pay those fees, we reserve the right to suspend delivery of the applicable Hosting Services after advance written notice to you of our intention to do so.

    2.2. In our sole discretion, we may elect to migrate the Hosting Services to a replacement system (including our own) and will undertake reasonable efforts to complete such transfer during maintenance windows as set forth in the SLA. We will undertake reasonable efforts to provide you with advance written notice of any such transfer. You agree to provide all reasonable assistance and access in connection with any such transfer. In the event the New World Public Safety Components are transferred to our data center and we provide hosting services directly to you, the terms of the SLA will also apply.

    2.3. The initial term for the Hosting Services is one (1) year. Thereafter, the term will renew automatically for additional one (1) year terms, unless terminated by either party at least thirty (30) days in advance of the upcoming renewal date.

    2.4. Where applicable, we will perform or cause to have performed upgrades of the applications, hardware, and operating systems that support the Hosting Services. These upgrades are performed in commercially reasonable timeframes and in coordination with third-party releases and certifications. We will make available information on industry-standard minimum requirements and supported browsers for accessing the Hosting Services.

Exhibit F
Schedule 1
Service Level Agreement

Agreement Overview

This SLA outlines the information technology service levels that we will provide to you to ensure the availability of the Hosting Services that you have requested us to provide. All other support services are documented in the applicable Support Call Process. All defined terms not defined below have the meaning set forth in the Agreement.

Definitions

Attainment: The percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the applicable software products are materially unavailable for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a billing cycle that a given service is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

Service Availability

The Service Availability of the applicable software products is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

Client Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the applicable Support Call Process exhibit. You may escalate through the hosting hotline. You will receive a support incident number. Any Downtime is measured from the time we intake your support incident.

To track attainment, you must document, in writing, all Downtime that you have experienced during a billing cycle. For purposes of this Service Level Agreement, billing cycle shall be based on each calendar quarter. You must deliver such documentation to Tyler within thirty (30) days of a billing cycle's end.

The documentation you provide must substantiate the Downtime. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

Tyler Responsibilities

When our support team receives a call from you that a Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, outlined above, we will compare that report to our own outage logs and support tickets to confirm that a Downtime for which Tyler was responsible indeed occurred.

We will respond to your Downtime report within thirty (30) days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

Client Relief

When a Service Availability goal is not met due to your confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA will not exceed 5% of the fee for any one billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption. A correction may occur in the billing cycle following the service interruption. In that circumstance, if service levels do not meet the corresponding goal for that later billing cycle, your total credits will be doubled, with equal relief being provided in that later billing cycle.

Client Relief Schedule

Targeted Attainment	**Actual Attainment**	**Client Relief**
100%	98-99%	Remedial action will be taken at no additional cost to you.
100%	95-97%	Remedial action will be taken at no additional cost to you. 4% credit of fee for affected billing cycle will be posted to next billing cycle
100%	<95%	Remedial action will be taken at no additional cost to you. 5% credit of fee for affected billing cycle will be posted to next billing cycle

You may request a report from us that documents the preceding billing cycle's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued. That report is available by contacting the hosting hotline through the support portal(s).

Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you. When maintenance is scheduled to occur, we will provide approximately two (2) weeks' advance written notice to the contact information that you supply on your notification form. When emergency maintenance is scheduled, you will receive an email at that same contact point.

Force Majeure

You will not hold us responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will include the details and circumstances supporting our request for relief with clear and convincing evidence pursuant to this provision. You will not unreasonably withhold your acceptance of such a request.

Exhibit G
Socrata Terms and Conditions

SECTION A – DEFINITIONS

- **"Socrata Agreement"** means this Software as a Service Agreement.
- **"Alert"** means a message that is delivered when Client-defined thresholds are exceeded.
- **"API"** means application-programming interface.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service. If applicable, the number of External API calls that are authorized are identified in the Investment Summary, attached as Exhibit A.
- **"Client"** means Grove City, OH.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by client through the use of the SaaS Services, but excluding Third Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Effective Date"** means the Amendment Effective Date.
- **"Amendment Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Monthly Active Users"** means a user that is logged in and accesses the SaaS Services more than ten times per month. If applicable, the number of Monthly Active Users that are authorized to use the SaaS Services for the Socrata Agreement are identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary. SaaS Fees may be listed or referred to as Recurring Fees in Exhibit A.
- **"SaaS Services"** means Socrata's off the shelf, cloud-based software service and related services, including maintenance and support services, as specified under this Socrata Agreement. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement described in Section C of this Socrata Agreement.
- **"Third-Party Services"** means if any, third-party web-based services or platforms, including but not limited to third party stock photos and third-party map location services which are provided at no additional charge to you through this Socrata Agreement.
- **"Socrata"** means Socrata, a wholly owned subsidiary of Tyler Technologies, Inc., a Delaware corporation.
- **"we"**, **"us"**, **"our"** and similar terms mean Socrata.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. Socrata grants to Client the non-exclusive, non-assignable limited right to use the Socrata GeoAnalytics and Transparency product on a subscription basis according to the terms of the SLA. Client may access updates and enhancements to the product, as further described in Section C(1).

2. SaaS Fees. Client agrees to pay Socrata the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Monthly Active Users, API usage, Alerts, and the amount of Data Storage required. Client may add additional users or additional data storage on the terms set forth in Section I(1) of the License and Services Agreement.

3. Ownership.

   3.1 Socrata retains all ownership and intellectual property rights to the SaaS Services, as well as anything developed by us under this Socrata Agreement.

   3.2 When Client uploads or provides Client Data to Socrata's SaaS platform, Client grants to Socrata a perpetual non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license to use, reproduce, publicly display, distribute, modify, create derivative works of, and translate the Client Data as needed in response to a Monthly Active User's use of the SaaS Services.

   3.3 The SaaS Services provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Once an internal user makes Client Data publicly available using the SaaS Services, Socrata has no control over a Public User's use, distribution, or misuse of Client Data. Socrata has no liability or obligation to indemnify for such usage. Users have the ability within the SaaS Services to remove the public permissions applied to Client Data.

   3.4 Socrata reserves the right to develop derivative data assets based on Client's publicly available data. These uses might include but aren't necessarily limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.

   3.5 While Socrata agrees to never commercially sell data Client makes publicly available, we reserve the right to commercially sell derivative data assets we create based on Client's public data.

   3.6 Socrata may develop derivative data assets and insights based on aggregated, anonymized views of Client's internally accessible private data for the purposes of the enhancement of the SaaS Services, aggregated statistical analysis, technical support and other internal business purposes.

   3.7 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.8 Client retains all ownership and intellectual property rights to the Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Socrata Agreement, Socrata does not create or endorse any Data used in connection with the SaaS Services. During the term of the Socrata Agreement, Client may export Client Data as allowed by the functionality within the SaaS Services.

3.9 If Client provides feedback, information, and/or or suggestions about the SaaS Services, or any other services provided hereunder, then Socrata (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions. You may not: (a) except as explicitly provided for herein, make the SaaS Services or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services or Documentation available to any third party other than as expressly permitted by this Socrata Agreement; (e) use the SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Socrata's prior written consent); or (g) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. The Socrata SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the SaaS Services could cause personal injury (including death) or property damage. The SaaS Services are not designed to process or store CJIS, PHI or other sensitive data.

5. Reservation of Rights. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Socrata pursuant to this Socrata Agreement are the proprietary property of Socrata and its licensors. All right, title and interest in and to such items, including all associated intellectual property rights, remain only with Socrata. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Socrata Agreement. Socrata reserves all rights unless otherwise expressly granted in this Socrata Agreement.

6. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the SaaS Services and any technical or policy controls, in compliance with the terms of this Socrata Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Socrata Agreement by your internal users and contractors.

7. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Socrata promptly of any such unauthorized access; (d) may use the SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the SaaS Services, Client Data, and instructions to Socrata regarding the same.

8. Client Data Backup. Client is providing Socrata a copy of Client Data. Client acknowledges and understands

that Socrata and the SaaS Services are not the system of record of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Socrata and Client.

9. APIs. Socrata will provide access to the applicable application-programming interface ("API") as part of the SaaS Services under the terms of this Socrata Agreement. Subject to the other terms of this Socrata Agreement, Socrata grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.

    a. Client may not use the APIs in a manner--as reasonably determined by Socrata--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Socrata can suspend or terminate Client's access to the APIs on a temporary or permanent basis.

    b. Socrata may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Client, but Socrata will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Socrata may add new endpoints or fields in API results without prior notice to Client.

    c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Socrata ("Non-Socrata Applications"). Client is solely responsible for development, license, access to and support of Non-Socrata Applications, and Client's obligations under this Socrata Agreement are not contingent on access to or availability of any Non-Socrata Application.

    d. Socrata does not own any open source code that may be provided with the APIs, and any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

10. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting, mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures).

11. Notice of Data Breach. If Socrata knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Socrata Agreement, we will alert Client of any such data breach in accordance with applicable law, and take such actions as may be

necessary to preserve forensic evidence and return the SaaS Services to standard operability. If so required, Socrata will provide notice in accordance with applicable State data breach notification laws.

SECTION C – OTHER SERVICES

1. **<u>Service Level Agreement & Warranty.</u>**

1.1 <u>Service Warranty.</u> Socrata warrants to Client that the functionality or features of the SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Socrata has the right to update functionality. The support policies may change but will not materially degrade during the term. Socrata may deprecate features upon at least 30 days' notice to Client, but Socrata will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https://support.socrata.com.

1.2 <u>Uptime Service Level Warranty</u>. We will use commercially reasonable efforts to maintain the online availability of the SaaS Service for a minimum of availability in any given month as provided in the chart below *(excluding* maintenance scheduled downtime, outages beyond our reasonable control, and outages that result from any issues caused by you, your technology or your suppliers or contractors, Service is not in the production environment, you are in breach of this Socrata Agreement, or you have not pre-paid for SaaS Fees for the Software as a Service in the month in which the failure occurred).

Availability SLA	Credit
99.9%	3% of monthly fee for each full hour of an outage that adversely impacted Client's access or use of the SaaS Services (beyond the warranty).

Maximum amount of the credit is 100% of the prorated SaaS Service Fees for such month, or $1,800.00, whichever is less, and the minimum credit cannot be less than $100.00.

1.3 <u>Limited Remedy</u>. Your exclusive remedy and our sole obligation for our failure to meet the warranty under Section C(1.2) is the provision by us of the credit for the applicable month, as provided in the chart above (if this Socrata Agreement is not renewed then a refund in the amount of the credit owed); provided that you notify us of such breach of the warranty within thirty (30) days of the end of that month.

SECTION D – THIRD-PARTY SERVICES

1. Third-Party Platform Services. Client will be provided with access and usage of Third-Party Services through use of the SaaS Services. Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts. As of the Effective Date, Third-Party Service contracts include the AWS Service terms located at https://aws.amazon.com/service-terms/ and are provided as-is.

2. Disclaimer. You acknowledge that we are not the provider of any Third Party Platform Services. We do not warrant or guarantee the performance of the Third Party Platform Services.

SECTION E – OMITTED

SECTION F – TERM, TERMINATION, and SUSPENSION OF SaaS SERVICES

1. Term. The initial term of this Socrata Agreement is one (1) year from the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Socrata Agreement will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the SaaS Services will terminate at the end of this Socrata Agreement.

2. Termination. This Socrata Agreement may be terminated as set forth below. In the event of termination, Client will pay Socrata for all undisputed fees and expenses related to the SaaS Services, products, and/or other services you have received, or Socrata has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than Client's termination for cause must have been submitted as invoice disputes in accordance with Section F(2) of the License and Services Agreement.

   2.1 Failure to Pay SaaS Fees. Client acknowledges that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue your access to the SaaS Services. We may also terminate this Socrata Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If Client believes Socrata has materially breached this Socrata Agreement, you will invoke the Dispute Resolution clause set forth in Section H(1) of the License and Services Agreement. Client may terminate this Socrata Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Socrata Agreement within the thirty (30) day window set forth in Section H(1) of the License and Services Agreement.

   2.3 Force Majeure. Either party has the right to terminate this Socrata Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Socrata Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If Client terminates this Socrata Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if Socrata terminates this Socrata Agreement during the initial term for Client's failure to pay SaaS Fees, Client shall pay Socrata 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term.

3. Return of Client Data. Upon request, Socrata will make the SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Socrata Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

4. Return of Socrata Property. Upon termination of this Socrata Agreement, Client agrees to destroy or return all Socrata property that is in your possession. Upon our request, you will confirm your compliance with this requirement in writing.

5. Suspension of SaaS Services. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on SaaS Services, if, in our reasonable judgment, we discover your use of the SaaS Services threatens the security, integrity, stability, or availability of the SaaS Services, or is otherwise in violation of this Socrata Agreement, we may temporarily suspend the SaaS Services, or Monthly Active Users' access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Socrata will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the SaaS Services.

SECTION G – OMITTED

SECTION H – OMITTED