GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

ıly 17, 2017 — ***6:30 - Caucus*** — ***7:00 – Reg. Meet.***

Presentations: City Scene Best of the Bus Winners

FINANCE: Mr. Davis

Ordinance C-35-17	Authorize the City Administrator to enter into a Reimbursement Agreement with the Central Ohio Transit Authority. Second reading and public hearing.
Ordinance C-36-17	Appropriate $2,719,000.00 from the General Fund for the Current Expense of Construction of a Municipal Fiber Optic Network. Second reading and public hearing.
Ordinance C-38-17	Providing for the Issuance and Sale of Bonds in the Maximum Principal Amount of $4,600,000.00 for the purpose of paying the costs of certain Capital Improvements to the Municipal Communications System by Installing a 10GBPS Fiber Network, together with all necessary appurtenances related thereto.

LANDS: Mr. Bennett

Ordinance C-37-17	Authorize the Annexation of 0.4± acres located on Stringtown Road from Jackson Township to the City. Second reading and public hearing.
Resolution CR-29-17	Approve the Preliminary Development Plan for Trail View Run located at 1399 & 1421 Borror Road.
Resolution CR-32-17	Approve the Development Plan for SouthPark 20 located on Gantz Road, west of Southpark Place.

ON FILE: Minutes of: 07/03 Council Meeting; 7/10 Planning Commission

Date: 6-27-17
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: ___ 30 Days: XX
Current Expense: ___

No.: C-35-17
1st Reading: 07/06/17
Public Notice: 07/07/17
2nd Reading: 07/17/17
Passed: ___ Rejected:
Codified: ___ Code No:
Passage Publication:

ORDINANCE C-35-17

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH THE CENTRAL OHIO TRANSIT AUTHORITY

WHEREAS, the City is currently making improvements to Stringtown Road and Buckeye Parkway; and

WHEREAS, the project benefits the CENTRAL OHIO TRANSIT AUTHORITY by improving and upgrading the existing bus stop, pull-off, shelter, and associated appurtenance along the right-of-way of Park Center Drive; and

WHEREAS, COTA will be contributing $80,000.00 to the Project; and

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

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

SECTION 1. City Council hereby authorizes the City Administrator to execute a multi-year reimbursement agreement with COTA upon the terms and conditions set forth in Exhibit A.

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

___
Roby Schottke, President of Council

Passed:

___
Richard L. Stage, Mayor

Effective:

Attest:

___
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

___
Stephen J. Smith, Director of Law

C-35-17
Exhibit A

CONTRIBUTION AGREEMENT

PREAMBLE

The **CITY OF GROVE CITY**, an Ohio municipal corporation (defined as "**GROVE CITY**"), and the **CENTRAL OHIO TRANSIT AUTHORITY**, an Ohio regional transit authority (defined as "**COTA**"; Grove City & COTA defined, collectively, as "**PARTIES**"), agree to enter into this Contribution Agreement (defined as "**AGREEMENT**") effective the date last executed by either party (defined as "**EFFECTIVE DATE**").

RECITALS

A. The location of Grove City's principle place of business is **4035 Broadway, Grove City, Ohio 43123**;

B. The location of COTA's principle place of business is **33 North High Street, Columbus, Ohio 43215**;

C. Grove City engaging in the **STRINGTOWN ROAD/BUCKEYE PARKWAY RESURFACING (PROJECT # _________) PUBLIC PROJECT** (defined as "**PUBLIC PROJECT**") identified and described in the attachment, **Exhibit-A**, which made a part of this Agreement and fully incorporated for reference as if rewritten;

D. The Public Project will improve and upgrade portions of the public right-of-ways in the vicinity of Stringtown Road and Buckeye Parkway, Grove City, Ohio 43123;

E. The Public Project benefits COTA and improves and upgrades existing bus stop, pull-off, shelter, and associated appurtenance along the right-of-way of Park Center Drive, Grove City, Ohio 43123;

F. The Parties recognize it is beneficial and efficient to make all of Grove City and COTA's improvements under one contract for the Public Project instead of doing multiple improvement projects;

G. The Parties recognize the improvements of the Public Project's benefits for both the Parties and the citizens and businesses in the vicinity of the Public Project, and the Parties agree it is in their best interests to jointly fund the Public Project.

H. Parties intend for this Agreement to be the only written agreement between the Parties relating to the Parties' funding of the Public Project, and all prior oral or written agreements between the Parties relating to the Parties' funding of the Public Project deemed null, void, and terminated; &

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and obligations contained in this Agreement, desire, intend, and agree to set forth their mutual rights and obligations regarding the Parties' funding of the Public Project pursuant to the following terms and conditions.

TERMS & CONDITIONS

1. PREAMBLE & RECITALS. Parties agree to the accuracy of all information described in the "Preamble" and "Recitals" articles of this Agreement, which made part of this Agreement and fully incorporated for reference as if rewritten.

2. TERM. This Agreement commences on the date of execution of the party last executing this Agreement and will terminate after **(i)** the Parties accept the Public Project, as completed, and **(ii)** the expiration of the **one (1) year** warranty period.

3. CONSIDERATION.

3.1. PUBLIC PROJECT. In consideration of COTA's promises set forth in this Agreement, Grove City agrees to construct or cause the construction of the Public Project. COTA agrees to reasonably respond and comply with any of Grove City's reasonable requests regarding its efforts to complete the Public Project. Grove City agrees to comply with all federal, state, and local laws, regulations, and rules regarding its implementation, construction, and management of the Public Project.

Grove City, through its Department of Public Service, may select any consultant(s) or contractor(s) necessary to execute the design and construction of the Public Project consistent with City of Grove City codes, rules, regulations, and policies. Grove City owns the construction contract and will provide applicable direction to the contractor(s) performing the Public Project. COTA agrees to the scope and plans of the Public Project described as of the Effective Date, and Grove City agrees to obtain COTA's prior written consent regarding any changes made to the Public Project affecting COTA's facilities.

3.2. CONTRIBUTION.

3.2.1. Parties acknowledge the Public Project's estimated financial cost is **One Million, Three Hundred Seventy-nine Thousand, Six Hundred Eighty-three, and 62/100 U.S. Dollars ($1,379,683.62)** to complete, as described in the attachment, **EXHIBIT-B**, which made a part of this Agreement and fully incorporated for reference as if rewritten. Grove City agrees to pay all of the costs and expenses to complete the Public Project; however, COTA agrees to only contribute **Eighty Thousand and 00/100 U.S. Dollars ($80,000.00)** – (defined as "**CONTRIBUTION**") in consideration of Grove City procuring the services and managing the portions of the Public Project benefiting COTA's public transit services.

3.2.2. COTA agrees to deposit the Contribution and any approved additional payment(s) with Grove City within **thirty (30) days** of written notification and acceptance by COTA of the Public Project's completion.

3.2.3. Grove City agrees to pay all costs and expenses in excess of the estimate described in this Agreement necessary to complete the Public Project. However, COTA is financially responsible for any changes to the Public Project's scope made at COTA's request.

[REMAINDER OF PAGE INTENTIONALLY BLANK; "TERMS & CONDITIONS" CONTINUE ON NEXT PAGE]

4. **PROJECT GUARANTY.** Grove City agrees to compel its contractor(s) performing the Public Project to warrant that the Public Project will be free from defects in materials and workmanship, without regard to the standard of care exercised in its performance, for a period of **one (1) year** after final written acceptance of the Public Project. Furthermore, Grove City's covenants its contractor(s), at their sole cost and expense, will perform the following:

1) Correct or re-execute any of the Public Project that fails to conform to the requirements of this Agreement and appears during the prosecution of the Public Project.

2) Correct any defects in materials and workmanship of the Public Project, without regard to the standard of care exercised in its performance, which appear within a period of **one (1) year** after final written acceptance of the Public Project or within the longer period of time as may be set forth in this Agreement. &

3) Replace, repair, or restore any parts of the Public Project or any of the fixtures, equipment, or other items placed within its scope that becomes injured or damaged as a consequence of any failure or defect, or as a consequence of corrective action taken pursuant to the Public Project.

5. **PUBLIC PROJECT'S ACCEPTANCE.** COTA's acceptance of the Public Project and its associated improvements does not relieve Grove City of its responsibility for defects in material or workmanship described in this Agreement.

6. **PERFORMANCE & PAYMENT BOND.** Grove City agrees to obligate its contractor(s) performing the Public Project to execute a contract performance and payment bond.

7. **PUBLIC USE & MAINTENANCE.** The Parties agree to dedicate for the Public Project and all its associated improvements for public use. Grove City agrees to forever maintain in good repair and working order all associated improvements of the Public Project upon expiration of the one (1) year warrantee period as described in this Agreement.

8. **CLAIMS NOTIFICATION.** Parties agree to give prompt and timely notice to one another of any claims for injuries, property damages, or otherwise made or suit instituted, which may directly, indirectly, contingently, or that otherwise affects or might affect the Parties' rights and liabilities with respect to the Public Project or this Agreement.

9. **SUCCESSORS & ASSIGNS; ASSIGNMENT.** This Agreement and the matters contained in this Agreement inure to the benefit and are binding upon the Parties and their respective successors and assigns. However, Grove City and COTA prohibited to assign this Agreement, in whole or in part, without prior written consent of the other party, and any permitted assignment will not release the assigning-party from its duties and obligations under this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK; "TERMS & CONDITIONS" CONTINUE ON NEXT PAGE]

10. **<u>NOTICE</u>.** Wherever required or permitted in this Agreement for notice or demand to be given or served by either party to the other, the notice or demand must be given or served and not deemed duly given or served unless in writing, and forwarded by personal delivery, certified mail, e-mail, or registered mail, return receipt requested, to the Parties addressed below, which either party permitted to change their addresses and contact information from time-to-time by service of notices as provided in this section:

<u>CITY OF GROVE CITY</u>
4035 BROADWAY, GROVE CITY, OH 43123
ATTN: CINDI FITZPATRICK, CITY ENGINEER [CFITZPATRICK@GROVECITYOHIO.GOV]

& COPIES TO:

STEPHEN J. SMITH
10 W. BROAD ST., ONE COLUMBUS CENTER, STE. 2300, COLUMBUS, OHIO 43215
[(614) 559-7258; SJSMITH@FBTLAW.COM]

<u>CENTRAL OHIO TRANSIT AUTHORITY</u>
33 N. HIGH ST., COLUMBUS, OH 43215
ATTN: MICHAEL L. BRADLEY, V.P. PLANNING & SERVICES DEVELOPMENT
[BRADLEYML@COTA.COM; (614) 275-5867]

& COPIES TO:

SAM ABDULLAH, SENIOR ASSOCIATE COUNSEL
[ABDULLAHUS@COTA.COM; (614) 308-4269]

12. **<u>APPLICABLE LAW; REMEDIES</u>.** Parties agree **(i)** to construe and enforce this Agreement according to the laws of the state of Ohio, and **(ii)** all claims, counterclaims, disputes, breaches, and other matters in question between the Parties arising or relating to this Agreement will preside in a court of competent jurisdiction within the state of Ohio, county of Franklin.

13. **<u>FORCE MAJEURE</u>.** If either party is delayed, hindered, or prevented from the performance of any act required under this Agreement due to strikes, lockouts, labor troubles, inability to procure materials, power failure, restrictive governmental laws or regulations, riots, insurrection, or other reasons similar or dissimilar in nature that are not the fault of the party delayed in performing work or acts required under the terms of this Agreement, then that party's performance of the act will be excused for the period of delay and the period for the performance of the work or acts will be extended for a period equivalent to the period of excusable delay.

14. **<u>REMEDIES CUMULATIVE</u>.** Parties agree all rights and remedies enumerated in this Agreement are cumulative, and, except as specifically contemplated otherwise in this Agreement, nothing in this Agreement excludes either party of any other rights or remedies at law or in equity, and either party's rights or remedies may be exercised and enforced concurrently.

15. **<u>COUNTERPARTS & ACCEPTANCE</u>.** Parties agree to execute this Agreement in duplication in order for both Grove City and COTA to possess an original execution of this Agreement for their records. Furthermore, the Parties may execute this Agreement in one or more counterparts, which each is a duplicate original and each part, taken together, constitute a single contract instrument. However, only original manual signatures or facsimile signatures, which includes both faxes and PDF documents sent by email, is valid for purposes of this Agreement and any amendments or any notices to be delivered in connection with this Agreement.

16. **<u>Captions & Headings; Language</u>.** Parties agree the captions and headings contained in this Agreement are **(i)** included only for convenience, and **(ii)** not in any way construed as defining, limiting, explaining, or modifying the scope, intent, interpretation, construction, or meaning of this Agreement. Furthermore, Parties agree to construe the singular number and neuter gender of each personal pronoun to mean the number and gender required in the context, circumstances, or its antecedent when used under this Agreement. Additionally, Parties agree, as used in this Agreement, the words "**shall**," "**must**," or "**will**" constitutes commanding or required language, and the words "**may**" or "**can**" constitutes permissive or discretionary language.

17. **<u>Severability</u>.** Parties agree the remaining provisions of this Agreement will be unaffected, valid, and enforceable to the full extent permitted by law in the event for any reason any provision of this Agreement is held invalid or unenforceable under law. Parties agree that if any provision of this Agreement or the application of any provision to any person or to any circumstance determined to be invalid or unenforceable under law, then the determination will not affect any other provision of this Agreement or the application of the provision to any other person or circumstance, which all other provisions of this Agreement will remain in full force and effect. Furthermore, Parties intend that if any provision of the Agreement is susceptible of two or more constructions, one construction rendering the provision enforceable and the other or others construction(s) rendering the provision unenforceable, then Parties agree to utilize the construction rendering the provision enforceable.

18. **<u>Non-Waiver</u>.** A party's refusal to exercise any rights described in this Agreement does not waive any rights the party possess to enforce the other party's obligations through any rights and remedies Grove City or COTA possess at law or in equity for the enforcement of the other party's obligations. Accordingly, no waiver of any kind is valid against either party unless **(i)** reduced to writing, and **(ii)** approved and executed by the party's authorized representatives.

19. **<u>Survivorship</u>.** Parties agree **(i)** to bind all provisions in this Agreement to all services executed pursuant to this Agreement regardless of the expiration or termination of this Agreement, and **(ii)** all the provisions contained in this Agreement to survive the completion or performance of this Agreement to the extent required.

20. **<u>Entire Agreement; Meeting of the Minds</u>.** Parties intend for this Agreement to be the only written agreement between the Parties relating to COTA's funding contribution to complete the Public Project, and all prior or contemporaneous oral or written agreement(s) between the Parties relating to COTA's funding contribution for the Public Project deemed null, void, and terminated. Parties agree and intend this Agreement contains the entire agreement between the Parties regarding COTA's funding contribution for the Public Project, and any subsequent agreement(s) made between the Parties agree to not change, modify, or discharge any provision of this Agreement, unless the agreement(s) are **(i)** subsequent to this Agreement, **(ii)** in writing, and **(iii)** approved and executed by the Parties' authorized representatives. Accordingly, Parties agree and expressly represent this Agreement is the true written manifestation of the Parties' mutual accord and intent to represent the Parties' voluntary consent to fund the Public Project's completion.

21. **<u>Time of Essence & Good Faith</u>.** Parties agree **(i)** that **time is of the essence** in this Agreement and strictly construe all provisions described and related to this Agreement, and **(ii)** to execute and apply **good faith and cooperation** to all provisions described and related to this Agreement.

22. **<u>AUTHORITY & SIGNATURES</u>.** The signatories to this Agreement represent and warrant possessing legal authority to bind themselves and their respective organizations to all provisions of the Agreement. Furthermore, only manual or electronic signatures on contract documents, transmitted in original or facsimile, including photocopies, faxes, PDF & scanned documents sent by any method, is valid for purposes of this Agreement and any amendments or any notices to be delivered in connection with this Agreement.

23. **<u>ATTACHMENTS</u>.** Parties agree to attach the following items to this Agreement incorporating them to be part of this Agreement as if rewritten:

1) **EXHIBIT-A.** Description or depiction, or both, of the Public Project. &

2) **EXHIBIT-B.** Financial costs of Public Project.

[REMAINDER OF PAGE INTENTIONALLY BLANK; PARTIES' EXECUTION BEGINS ON NEXT PAGE]

<u>GROVE CITY'S EXECUTION</u>

The **CITY OF GROVE CITY**, an municipal corporation, by its duly authorized representative, **RICHARD L. STAGE, MAYOR**, who personally represents and warrants possessing legal capacity and authority to acknowledge this Agreement on behalf of Grove City, does voluntarily acknowledge this Agreement on behalf of Grove City on the effective date below.

<u>CITY OF GROVE CITY</u>,
OHIO MUNICIPAL CORPORATION

BY: ______________________________
CHARLES W. BOSO, JR., CITY ADMINISTRATOR

EFFECTIVE DATE: ____________________

[REMAINDER OF PAGE INTENTIONALLY BLANK; COTA'S EXECUTION ON NEXT PAGE]

COTA's Execution

The **Central Ohio Transit Authority**, an Ohio regional transit authority, by its duly authorized representative, **W. Curtis Stitt, President/Chief Executive Officer**, does voluntarily acknowledge this Agreement on behalf of COTA on the effective date below.

Central Ohio Transit Authority,
Ohio Regional Transit Authority

By: ______________________________
W. Curtis Stitt, President/C.E.O.

Effective Date: ____________________

This Agreement reviewed & approved by:
COTA, Legal Affairs
By: Sam Abdullah, Senior Associate Counsel: __________
Date: May 5, 2017
For: Planning & Services Development (Lisa LaMantia)
Re: Contribution Agreement – Grove City Resurfacing

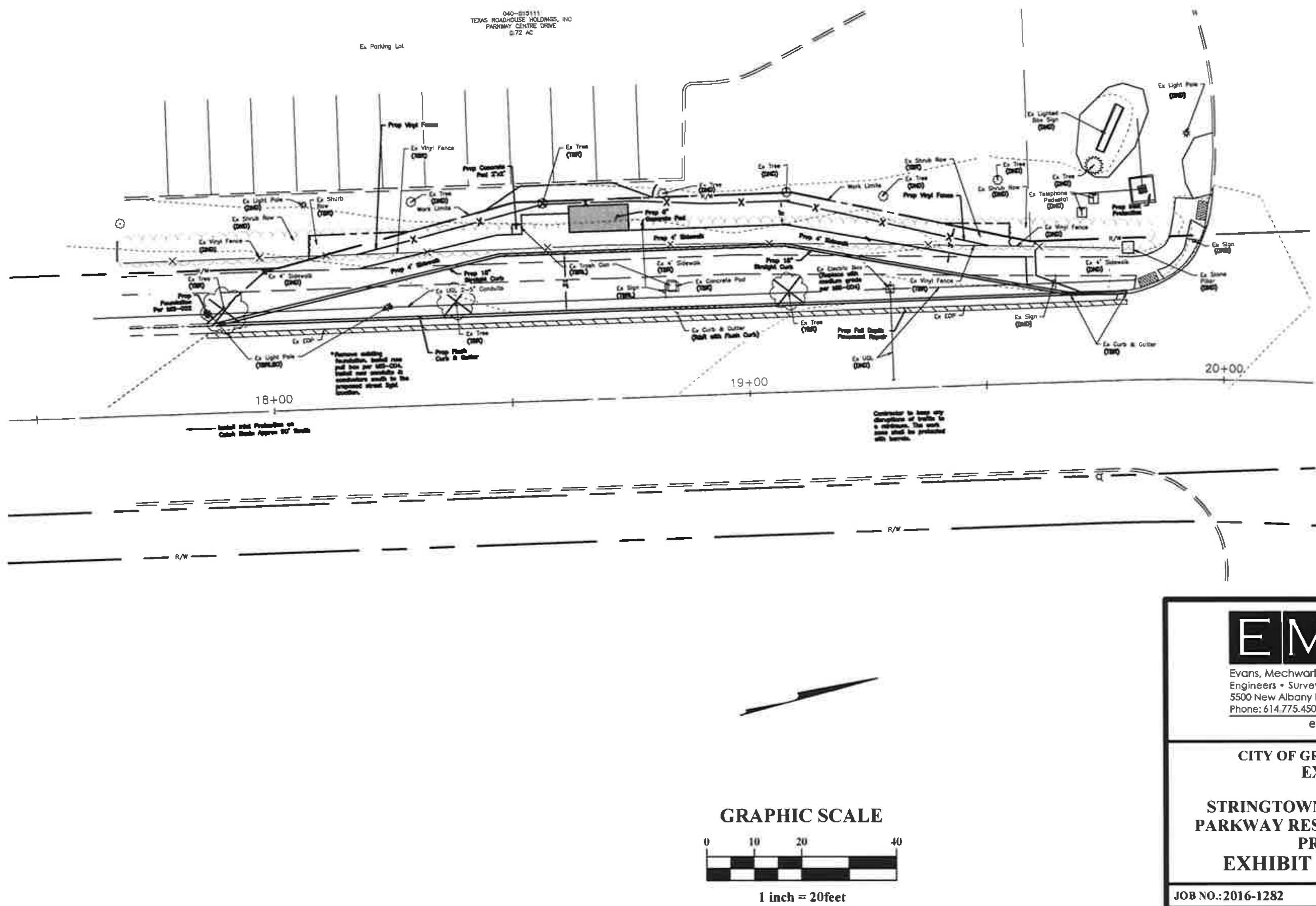
[Remainder of page intentionally blank; "Exhibit-A" begins on next page]

Exhibit A

SUMMARY OF STRINGTOWN ROAD/BUCKEYE PARKWAY RESURFACING PUBLIC PROJECT

- 46,000 square yards of asphalt milling and repaving of Stringtown Road and Buckeye Parkway.
- Approximately 3,600 feet of curb repairs along Stringtown Road and Buckeye Parkway.
- Construction of a bus pull-off including associated concrete pavement, curbing and etc. to improve and upgrade the existing bus stop, pull-off, shelter, and associated appurtenances along the right-of-way of Park Center Drive.
- Miscellaneous signal modifications at the Stringtown Road/Buckeye Parkway intersection.

EXHIBIT B



EMHT

Evans, Mechwart, Hambleton & Tilton, Inc.
Engineers • Surveyors • Planners • Scientists
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Phone: 614.775.4500 Toll Free: 888.775.3648
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CITY OF GROVE CITY, OHIO
EXHIBIT
FOR
STRINGTOWN ROAD/BUCKEYE PARKWAY RESURFACING PUBLIC PROJECT
EXHIBIT B (BUS STOP)

JOB NO.: 2016-1282	2 / 2
DATE: June 2017	

Date:	6-27-17	No.:	C-36 -16
Introduced By:	Mr. Davis	1st Reading:	07/06/16
Committee:	Finance	Public Notice:	07/07/16
Originated By:	Mr. Hurley	2nd Reading:	07/17/16
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-36-16

AN ORDINANCE TO APPROPRIATE $2,719,000.00 FROM THE GENERAL FUND FOR THE CURRENT EXPENSE OF CONSTRUCTION OF A MUNICIPAL FIBER OPTIC NETWORK

WHEREAS, the City has entered into memorandums of understanding with South-Western City Schools, Jackson Township, Prairie Township and Pleasant Township and a letter of intent with the Solid Waste Authority of Central Ohio to share in the service opportunities and cost sharing of a municipal fiber optic network; and

WHEREAS, Ordinance C-85-16 authorized expenditures in the amount of $4,781,000 for the expense of design and construction of a municipal fiber optic network; and

WHEREAS, the City has substantially completed the design and construction phase of the project; and

WHEREAS, the current quotes for make ready costs with American Electric Power have proved to be substantially more than their initial estimates; and

WHEREAS, the City intends to complete the fiber optic network to provide enhanced network services for South-Western City Schools, Jackson Township, Prairie Township, Pleasant Township and SWACO; and

WHEREAS, the City has obtained a $2,000,000.00 low interest loan from the Franklin County Infrastructure Bank for this project; and

WHEREAS, the City will utilize its borrowing capacity and completely reimburse the general fund for all fiber optic network expenditures incurred; and

WHEREAS, the debt payment will come from the current amounts paid by each entity being serviced; and

WHEREAS, the estimated savings for going from 1 Gbps to 10 Gbps connection speeds will be over 200% based on current commercial rates.

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

SECTION 1: There hereby is appropriated $2,719,000.00 from the unappropriated monies of the General Fund to be transferred to the Capital Improvement Fund and appropriated to account number 305000.603158 for the current expense of construction of a municipal fiber optic network.

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

Date:	7-13-17	No.:	C-38-17
Introduced By:	Mr. Davis	1st Reading:	08/07/17
Committee:	Finance	Public Notice:	08/10/17
Originated By:	Mr. Boso	2nd Reading:	08/21/17
Approved:		Passed: ____ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE NO. C-38-17

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF $4,600,000.00 FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO THE MUNICIPAL COMMUNICATIONS SYSTEM BY INSTALLING A 10 GBPS FIBER NETWORK, TOGETHER WITH ALL NECESSARY APPURTENANCES RELATED THERETO

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the Director of Finance has certified to this Council that the estimated life or period of usefulness of the Improvement is at least five (5) years and that the maximum maturity of the Bonds is at least twenty (20) years;

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

SECTION 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Ordinance, unless the context or use clearly indicates another or different meaning or intent:

"*Authorized Denominations*" means the minimum denominations or any integral multiple in excess thereof as set forth in the Certificate of Award.

"*Bond Proceedings*" means, collectively, this Ordinance, the Certificate of Award, the Purchase Agreement (if any) and such other proceedings of the City, including the Bonds, that provide collectively for, among other things, the rights of holders of the Bonds.

"*Bond Register*" means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

"*Bond Registrar*" means the Director of Finance, the Original Purchaser or a bank or trust company authorized to do business in the State of Ohio and designated by the Director of Finance in the Certificate of Award pursuant to Section 4 as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds under the Certificate of Award and until a successor Bond Registrar shall have become such pursuant to the provisions of the Certificate of Award and, thereafter, "*Bond Registrar*" shall mean the successor Bond Registrar.

"*Bonds*" means, collectively, the Serial Bonds and the Term Bonds, each as is designated as such in the Certificate of Award.

"*Certificate of Award*" means the certificate authorized by Section 6, to be executed by the Director of Finance, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Ordinance requires or authorizes to be set forth or determined therein.

"*Closing Date*" means the date of physical delivery of, and payment of the purchase price for, the Bonds.

"*Code*" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

"*Financing Costs*" shall have the meaning given in Section 133.01 of the Ohio Revised Code.

"*Interest Payment Dates*" means March 1 and September 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

"*Mandatory Redemption Date*" shall have the meaning set forth in Section 3(b).

"*Mandatory Sinking Fund Redemption Requirements*" shall have the meaning set forth in Section 3(e)(i).

"*Original Purchaser*" means the purchaser of the Bonds specified in the Certificate of Award.

"*Principal Payment Dates*" means September 1 in each of the years from and including 2019 to and including 2032; *provided* that the first Principal Payment Date may be advanced up to one year and the last Principal Payment Date may be deferred up to six years or advanced by such number of years as determined by the Director of Finance, and *provided further* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all of which determinations shall be made by the Director of Finance in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the City.

"*Purchase Agreement*" means the Bond Purchase Agreement between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk of Council and executed by the Mayor and the Director of Finance, all in accordance with Section 6.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

"*Serial Bonds*" means those Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund redemption.

"*Term Bonds*" means those Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 2. **Authorized Principal Amount and Purpose; Application of Proceeds.** This Council determines that it is necessary and in the best interest of the City to issue bonds of this City in the maximum principal amount of $4,600,000.00 (the "*Bonds*") for the purpose of paying the costs of certain capital improvements to the municipal communications system by installing a 10 Gbps fiber network, together with all necessary appurtenances related thereto (the "*Improvement*"). The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The principal amount of Bonds to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be an amount determined by the Director of Finance in the Certificate of Award to be the principal amount of Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimates of the Financing Costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds received by the City (or withheld by the Original Purchaser on behalf of the City) shall be paid into the proper fund or funds, and those proceeds are hereby appropriated and shall be used for the purpose for which the Bonds are being issued, including without limitation but only to the extent not paid by others, the payment of the costs of issuing and servicing the Bonds, printing and delivery of the Bonds, legal services including obtaining the approving legal opinion of bond counsel, fees and expenses of any municipal advisor, paying agent and rating agency, any fees or premiums relating to municipal bond insurance or other security arrangements determined necessary by the Director of Finance, and all other Financing Costs and costs incurred incidental to those purposes. The Certificate of Award and the Purchase Agreement (if any) may authorize the Original Purchaser to withhold certain proceeds from the purchase price of the Bonds to provide for the payment of Financing Costs related to the Bonds on behalf of the City. Any portion of those proceeds received by the City representing premium (after payment of any Financing Costs identified in the Certificate of Award and the Purchase Agreement (if any)) or accrued interest shall be paid into the Bond Retirement Fund.

SECTION 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, *provided* that their dated date shall not be more than sixty (60) days prior to the Closing Date. If requested by the Original Purchaser, the Director of Finance is hereby authorized to prepare one bond representing the aggregate principal amount of Bonds maturing on all of the Principal Payment Dates, all as set forth in the Certificate of Award.

(a) Interest Rates and Payment Dates. The Bonds shall bear interest at the rate or rates per year and computed on the basis as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Redemption Requirements on the Principal Payment Dates in principal amounts as shall be determined by the Director of Finance, subject to subsection (c) of this Section 3, in the Certificate of Award, which determination shall be in the best interest of and financially advantageous to the City.

Consistent with the foregoing and in accordance with the determination of the best interest of and financial advantages to the City, the Director of Finance shall specify in the Certificate of Award (i) the aggregate principal amount of Bonds to be issued as Serial Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds and the principal amount of Bonds maturing or payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest cost for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity or Mandatory Sinking Fund Redemption Requirements of those principal amounts of Bonds shall not exceed 6.00%.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of and any premium on the Bonds shall be payable when due upon presentation and surrender of the Bonds at the main office of the Bond Registrar; *provided*, *however*, to the extent that the Bonds are represented by a single Term Bond as permitted by this Section 3, principal of the Bonds which is redeemed pursuant to a Mandatory Sinking Fund Redemption Requirement shall be payable when due without prior presentation or surrender of the Bond but redemption of such principal shall be duly endorsed on the Bond Register, and in the case of the final principal payment due hereunder, surrender of the Bond at the main office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date.

(e) Redemption Provisions. The Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption of Term Bonds. If any of the Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption in part by lot and be redeemed pursuant to mandatory sinking fund redemption requirements, at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts being referred to as the "*Mandatory Sinking Fund Redemption Requirements*").

The aggregate of the moneys to be deposited with the Bond Registrar for payment of principal of and interest on any Term Bonds on each Mandatory Redemption Date shall include an amount sufficient to redeem on that Date the principal amount of Term Bonds payable on that Date pursuant to the Mandatory Sinking Fund Redemption Requirements (less the amount of any credit as hereinafter provided).

The City shall have the option to deliver to the Bond Registrar for cancellation Term Bonds in any aggregate principal amount and to receive a credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) of the City, as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. That option shall be exercised by the City on or before the 45th day preceding any Mandatory Redemption Date with respect to which the City wishes to obtain a credit, by furnishing the Bond Registrar a certificate, signed by the Director of Finance, setting forth the extent of the credit to be applied with respect to the then current or any subsequent Mandatory Sinking Fund Redemption Requirement for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered. If the certificate is not timely furnished to the Bond Registrar, the current Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation) shall not be reduced. A credit against the then current or any subsequent Mandatory Sinking Fund Redemption Requirement (and corresponding mandatory redemption obligation), as specified by the Director of Finance, also shall be received by the City for any Term Bonds which prior thereto have been redeemed (other than through the operation of the applicable Mandatory Sinking Fund Redemption Requirements) or purchased for cancellation and canceled by the Bond Registrar, to the extent not applied theretofore as a credit against any Mandatory Sinking Fund Redemption Requirement, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

Each Term Bond so delivered, or previously redeemed, or purchased and canceled, shall be credited by the Bond Registrar at 100% of the principal amount thereof against the then current or subsequent Mandatory Sinking Fund Redemption Requirements (and corresponding mandatory redemption obligations), as specified by the Director of Finance, for Term Bonds stated to mature on the same Principal Payment Date and bearing interest at the same rate as the Term Bonds so delivered, redeemed or purchased and canceled.

(ii) Optional Redemption. The Bonds of the maturities and interest rates specified in the Certificate of Award (if any are so specified) shall be subject to optional redemption by and at the sole option of the City, in whole or in part in Authorized Denominations, on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the Director of Finance in the Certificate of Award; *provided* that the redemption price for any optional redemption date shall not be greater than 103%.

If optional redemption of Term Bonds at a redemption price exceeding 100% of the principal amount to be redeemed is to take place as of any Mandatory Redemption Date applicable to those Term Bonds, the Term Bonds, or portions thereof, to be redeemed optionally shall be selected by lot prior to the selection by lot of the Term Bonds of the same maturity (and interest rate within a maturity if applicable) to be redeemed on the same date by operation of the Mandatory Sinking Fund Redemption Requirements. Bonds to be redeemed pursuant to this paragraph shall be redeemed only upon written notice from the Director of Finance to the Bond Registrar, given upon the direction of the City by passage of an ordinance or adoption of a resolution. That notice shall specify the redemption date and the principal amount of each maturity (and interest rate within a maturity if applicable) of Bonds to be redeemed, and shall be given at least 45 days prior to the redemption date or such shorter period as shall be acceptable to the Bond Registrar.

(iii) Partial Redemption. If fewer than all of the outstanding Bonds are called for optional redemption at one time and Bonds of more than one maturity (or interest rate within a maturity if applicable) are then outstanding, the Bonds that are called shall be Bonds of the maturity or maturities and interest rate or rates selected by the City. If fewer than all of the Bonds of a single maturity (or interest rate within a maturity if applicable) are to be redeemed, the selection of Bonds of that maturity (or interest rate within a maturity if applicable) to be redeemed, or portions thereof in Authorized Denominations, shall be made by the Bond Registrar by lot in a manner determined by the Bond Registrar. In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than the Authorized Denominations are then outstanding, each Authorized Denomination unit of principal thereof shall be treated as if it were a separate Bond of the Authorized Denomination. If it is determined that one or more, but not all, of the Authorized Denomination units of principal amount represented by a Bond are to be called for redemption, then, upon notice of redemption of an Authorized Denomination unit or units, the registered owner of that Bond shall surrender the Bond to the Bond Registrar (A) for payment of the redemption price of the Authorized Denomination unit or units of principal amount called for redemption (including, without limitation, the interest accrued to the date fixed for redemption and any premium), and (B) for issuance, without charge to the registered owner, of a new Bond or Bonds of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

(iv) Notice of Redemption. The notice of the call for redemption of Bonds shall identify (A) by designation, letters, numbers or other distinguishing marks, the Bonds or portions thereof to be redeemed, (B) the redemption price to be paid, (C) the date fixed for redemption, and (D) the place or places where the amounts due upon redemption are payable. The notice shall be given by the Bond Registrar on behalf of the City by mailing a copy of the redemption notice by first-class mail, postage prepaid, at least 30 days prior to the date fixed for redemption, to the registered owner of each Bond subject to redemption in whole or in part at the registered owner's address shown on the Bond Register maintained by the Bond Registrar at the close of business on the 15th day preceding that mailing. Failure to receive notice by mail or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any Bond.

(v) Payment of Redeemed Bonds. In the event that notice of redemption shall have been given by the Bond Registrar to the registered owners as provided above, there shall be deposited with the Bond Registrar on or prior to the redemption date, moneys that, in addition to any other moneys available therefor and held by the Bond Registrar, will be sufficient to redeem at the redemption price thereof, plus accrued interest to the redemption date, all of the redeemable Bonds for which notice of redemption has been given. Notice having been mailed in the manner provided in the preceding paragraph hereof, the Bonds and portions thereof called for redemption shall become due and payable on the redemption date, and, subject to the provisions of Section 3(d), upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, plus accrued interest to the redemption date. If moneys for the redemption of all of the Bonds and portions thereof to be redeemed, together with accrued interest thereon to the redemption date, are held by the Bond Registrar on the redemption date, so as to be available therefor on that date and, if notice of redemption has been deposited in the mail as aforesaid, then from and after the redemption date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption. All moneys held by the Bond Registrar for the redemption of particular Bonds shall be held in trust for the account of the registered owners thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds, *provided* that any interest earned on the moneys so held by the Bond Registrar shall be for the account of and paid to the City to the extent not required for the payment of the Bonds called for redemption.

SECTION 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, *provided* that either or both of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, shall be numbered as determined by the Director of Finance in order to distinguish each Bond from any other Bond, and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance and the Certificate of Award.

The Director of Finance is hereby authorized to designate in the Certificate of Award the Director of Finance, the Original Purchaser or a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar. The Director of Finance shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Certificate of Award, except to the extent paid or reimbursed by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement (if any), from the proceeds of the Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the Bond is signed by the

Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the Director of Finance on behalf of the City. The same person need not sign the certificate of authentication on all of the Bonds.

SECTION 5. Registration; Transfer and Exchange.

(a) Bond Register. So long as any of the Bonds remain outstanding, the City will cause the Bond Registrar to maintain and keep the Bond Register at its main office. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond Proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the City nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section 5. All such payments shall be valid and effectual to satisfy and discharge the City's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the main office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the main office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the City. In all cases of Bonds exchanged or transferred, the City shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer shall be without charge to the owner, except that the City and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Bonds surrendered upon that exchange or transfer. Neither the City nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

SECTION 6. Sale of the Bonds to the Original Purchaser. The Director of Finance is authorized to sell the Bonds at private sale to the Original Purchaser at a purchase price, not less than 97% of the aggregate principal amount thereof, as shall be determined by the Director of Finance in the Certificate of Award, plus accrued interest (if any) on the Bonds from their date to the Closing Date, and shall be awarded by the Director of Finance with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law and the provisions of this Ordinance and the Purchase Agreement (if any). The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Bonds with one or more other bond issues of the City into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Ordinance.

The Director of Finance shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price.

To the extent that the Director of Finance determines it would be financially advantageous to the City, the Mayor and the Director of Finance shall sign and deliver, in the name and on behalf of the City, the Purchase Agreement between the City and the Original Purchaser, in substantially the form as is now on file with the Clerk of Council, providing for the sale to, and the purchase by, the Original Purchaser of the Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Ordinance and not substantially adverse to the City and that are approved by the Mayor and the Director of Finance on behalf of the City, all of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The actions of the Mayor, the Director of Finance, the Director of Law, the Clerk of Council or other City official, as appropriate, in doing any and all acts necessary in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

SECTION 7. Provision for Tax Levy. There shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the four-mill limitation imposed by the Charter of the City, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

In each year to the extent receipts from the City's municipal income tax are available for the payment of the debt charges on the Bonds and are appropriated for that purpose, the amount of the tax shall be reduced by the amount of such receipts so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and the laws of the State of Ohio and the Charter of the City; and the City hereby covenants, subject and pursuant to such authority, including particularly Section 133.05(B)(7) of the Ohio Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the City to the prompt payment of the debt charges on the Bonds.

SECTION 8. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Code or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Bonds will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the City with respect to the Bonds as the City is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties with respect to the Bonds, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments with respect to the Bonds, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds. The Director of Finance or any other officer of the City having responsibility for issuance of the Bonds is specifically authorized to designate the Bonds as "qualified tax-exempt obligations" if such designation is applicable and desirable, and to make any related necessary representations and covenants.

SECTION 9. Rating, Bond Insurance and Financing Costs.

(a) Application for Rating or Bond Insurance. If, in the judgment of the Director of Finance, the filing of an application for (i) a rating on the Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Bonds, is in the best interest of and financially advantageous to this City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent otherwise paid in accordance with the Certificate of Award or the Purchase Agreement (if any), from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose. The Director of Finance is hereby authorized, to the extent necessary or required, to enter into any agreements, in the name of and on behalf of the City, that the Director of Finance determines to be necessary in connection with the obtaining of that bond insurance.

(b) Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Bonds, to the extent not paid by the Original Purchaser in accordance with the Certificate of Award and the Purchase Agreement (if any), is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Bonds to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

SECTION 10. Bond Counsel. The legal services of the law firm of Squire Patton Boggs (US) LLP are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this City, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

SECTION 11. Municipal Advisor. The services of H.J. Umbaugh & Associates, Certified Public Accountants, LLP, as municipal advisor, are hereby retained. The municipal advisory services shall be in the nature of financial advice and recommendations in connection with the issuance and sale of the Bonds. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts. That firm shall be paid just and reasonable compensation for those municipal advisory services and shall be reimbursed for the actual out-of pocket expenses it incurs in rendering those municipal advisory services. The Director of Finance is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm. The amounts necessary to pay those fees and any reimbursement are hereby appropriated from the proceeds of the Bonds, if available, and otherwise from available moneys in the General Fund.

SECTION 12. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to promptly deliver or cause to be delivered a certified copy of this Ordinance and an executed copy of the Certificate of Award to the County Auditor of Franklin County, Ohio.

SECTION 13. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the City are pledged for the timely payment of the debt charges on the Bonds; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds; and that the Bonds are being authorized and issued pursuant to Chapter 133 of the Ohio Revised Code, the Charter of the City, this Ordinance, the Certificate of Award and other authorizing provisions of law.

SECTION 14. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. Effective Date. This Ordinance shall take effect at the earliest opportunity allowed by law.

____
Roby Schottke, President of Council

Passed: ______________, 2017

____
Richard L. Stage, Mayor

Effective: ____________, 2017

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:	6-27-17	No.:	C-37-17
Introduced By:	Mr. Bennett	1st Reading:	07/06/17
Committee:	Lands	Public Notice:	07/07/17
Originated By:	Mr. Smith	2nd Reading:	07/17/17
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C- 37-17

AN ORDINANCE AUTHORIZING THE ANNEXATION OF 0.4 ± ACRES OF PROPERTY LOCATED ON STRINGTOWN ROAD FROM JACKSON TOWNSHIP TO THE CITY OF GROVE CITY

WHEREAS, the City of Grove City desires to annex from Jackson Township 0.4 acres, more or less, of property located on Stringtown Road that is owned in fee simple by the City of Grove City as legally described in Exhibit A and depicted in the annexation plat attached hereto as Exhibit B; and

WHEREAS, the City of Grove City desires to annex this roadway property per the advice of Franklin County in order to maintain the significant improvements being made to the roadway by the City of Grove City as well as to regulate speed on the roadway; and

WHEREAS, pursuant to Ohio Revised Code Section 709.16, the City of Grove City has the authority to petition the Board of County Commissioners of Franklin County, State of Ohio, to annex this property as the property is contiguous to the corporation line of the City of Grove City, and the property is being acquired and will be owned in fee simple by the City of Grove City; and

WHEREAS, upon receipt of an annexation petition from the City of Grove City for the annexation of the property, the Board of County Commissioners of Franklin County, State of Ohio, shall grant the annexation petition.

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 hereby authorizes the annexation from Jackson Township of 0.4 acres, more or less, of property located on Stringtown Road and owned in fee simple by the City of Grove City as legally described in Exhibit A and depicted in the annexation plat attached hereto as Exhibit B.

SECTION 2. The City Law Director and the City Clerk are hereby vested with the authority to file an annexation petition for the annexation of this property with the Board of County Commissioners of Franklin County, State of Ohio.

SECTION 3. This Ordinance shall take effect at the earliest date permitted by law.

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this

Kelly, Tami

From: Thomas L. Hart [thart@isaacwiles.com]
Sent: Tuesday, July 11, 2017 4:42 PM
To: Kelly, Tami
Cc: Karl Billisits (kbillisits@harmonydg.com)
Subject: Request to postpone Trail View Run / Preliminary Development Plan at Grove City Council [WBBB-DMS.FID1753587]

Tami:

Thank you for your time and guidance today. This email represents my client Harmony Development Company's request to postpone the Trail View Run Preliminary Plan (Project No. 201610040071, 1399 and 1421 Borror Road) hearing at Grove City Council scheduled for July 17. Harmony is requesting more time to work with the Administration and other developers on the contribution and improvement details for Borror Road. Harmony Development would like the Trail View Run case to be postponed until the August 7th Council hearing.

Thank you for your consideration and that of Council.

Tom Hart
Attorney for Harmony Development

Tom Hart
Attorney
Two Miranova Place, Ste. 700
Columbus, Ohio 43215-5098
t 614-340-7415• **f** 614-365-9516
thart@isaacwiles.com
www.isaacwiles.com

Date: 06/13/17
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Plan. Comm.
Approved: ____
Emergency: ___ 30 Days: ___
Current Expense: ____

Postponed to 7/19

No.: CR-29-17
1st Reading: 06/19/17
Public Notice: ____
2nd Reading: ____
Passed: ___ Rejected: ___
Codified: ___ Code No: ___
Passage Publication: ___

RESOLUTION NO. CR-29-17

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR TRAIL VIEW RUN LOCATED AT 1399 & 1421 BORROR ROAD

WHEREAS, on June 6, 2017, the Planning Commission recommended DENIAL of the preliminary development plan for Trail View Run, as submitted.

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

SECTION 1. This Council hereby accepts the Preliminary Development Plan for Trail View Run, as submitted.

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

____
Roby Schottke, President of Council

____
Richard L. Stage, Mayor

Passed:
Effective:

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

I Certify that this resolution
is correct as to form.

____
Stephen J. Smith, Director of Law

Date: 07/13/17	No.: CR-32-17
Introduced By: Mr. Bennett	1st Reading: 08/07/17
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-32-17

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR SOUTHPARK 20 LOCATED ON GANTZ ROAD, WEST OF SOUTHPARK PLACE

WHEREAS, on July 10, 2017 the Planning Commission recommended approval of the Development Plan for SouthPark 20 with the following deviations and stipulations:

1. A Deviation shall be granted to reduce the minimum size of parking spaces from 180 square feet to 162 sq. ft.;
2. Shielded (downcast) lights shall be mounted to the west (rear) elevation in a manner that complies with the minimum of 0.5 footcandles for all vehicular areas, while reducing the impact on neighboring properties. Lighting at the west property line shall be zero footcandles;
3. Additional landscaping, in the form of evergreen trees (6' height at the time of installation) shall be incorporated along the west property line. Landscaping shall be configured in accordance with Chapter 1136.06(c) to have three (3) staggered rows and planted 20' from each other on center, extending from the north property line and terminating no shorter than 140' south of the northern property unless otherwise approved by the Urban Forester;
4. Add the size of the shrubs at installation onto the current Plant List to match the installation requirements of Chapter 1136;
5. Parking spaces be added to the landscape plan;
6. Correct the Tree Planting Typical to state that 50% of the burlap will be removed from the tree root ball;
7. A variance shall be obtained from the Boarding of Zoning Appeals to exceed the permitted building height.

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 SouthPark 20, located on Gantz Road – west of Southpark Place, contingent upon the deviations and 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.

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council