

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

July 06, 2017

6:30 - Caucus

7:00 - Reg. Meet.

Presentations:

FINANCE: Mr. Davis

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| <u>Ordinance C-27-17</u> | Authorize the City Administrator to enter into an Enterprise Zone Agreement with Grove City MOB, LLC. Second reading and public hearing. |
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| <u>Ordinance C-35-17</u> | Authorize the City Administrator to enter into a Reimbursement Agreement with the Central Ohio Transit Authority. First reading. |
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| <u>Ordinance C-36-17</u> | Appropriate \$2,719,000.00 from the General Fund for the Current Expense of Construction of a Municipal Fiber Optic Network. First reading. |
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| <u>Resolution CR-25-17</u> | Approve the Budget Estimates for Fiscal Year 2018. |
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SAFETY: Mr. Robinette

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| <u>Ordinance C-28-17</u> | Authorize the City Administrator to enter into an Agreement for Dispatching and Communication Services with Prairie Township. Second reading and public hearing. |
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SERVICE: Mr. Berry

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| <u>Ordinance C-29-17</u> | Initiate Amendments to Sections 2.04, 2.12, 2.13, 3.04, 3.05, 3.06, 3.07, 4.05, 5.02, 5.05, 5.06, 5.07, 5.14, 9.04, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.07 of the Grove City Charter. Second reading and public hearing. |
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| <u>Ordinance C-30-17</u> | Initiate Amendments to Sections 2.10, 2.11 and 5.03 of the Grove City Charter. Second reading and public hearing. |
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| <u>Ordinance C-31-17</u> | Initiate Amendments to Sections 2.15 and 4.01 of the Grove City Charter concerning Planning Commission and Resolutions. Second reading and public hearing. |
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| <u>Ordinance C-32-17</u> | Initiate an Amendment to Section 2.05 of the Grove City Charter titled Beginning of Term, Meetings, Officers. Second reading and public hearing. |
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| <u>Ordinance C-33-17</u> | Initiate Amendments to Sections 2.01, 2.02, 7.03 and 10.10 of the Grove City Charter. Second reading and public hearing. |
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LANDS: Mr. Bennett

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| <u>Ordinance C-34-17</u> | Approve the Use for Microblading for BB Nail Salon & Spa located at 4184 Buckeye Parkway. Second reading and public hearing. |
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| <u>Ordinance C-37-17</u> | Authorize the Annexation of 0.4+ acres located on Stringtown Road from Jackson Township to the City. First reading. |
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ON FILE: Minutes of: 06/19 Council Meeting; 6/27 BZA Minutes

Date: 06/13/17
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Boso
Approved: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-27-17
1st Reading: 06/19/17
Public Notice: 06/22/17
2nd Reading: 07/03/17
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE NO. C-27-17

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN ENTERPRISE ZONE AGREEMENT WITH GROVE CITY MOB, LLC

WHEREAS, Ordinance C-123-03 established the Enterprise Zone encompassing the boundaries of the City of Grove City, Ohio and approving the form of Guidelines for such Enterprise Zone; and

WHEREAS, an agreement has been reached with Grove City MOB, LLC.

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

SECTION 1. This Council hereby accepts the Ohio Enterprise Zone Agreement for Grove City MOB, LLC and authorizes the City Administrator to enter into said agreement, attached hereto as Exhibit "A".

SECTION 2. This ordinance 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 ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-27-17
Exhibit A

**ENTERPRISE ZONE AGREEMENT
BETWEEN FRANKLIN COUNTY,
CITY OF GROVE CITY, AND
GROVE CITY MOB, LLC**

This Enterprise Zone Agreement (the "**Agreement**") is made and entered into by and between the Board of Commissioners of Franklin County, with its main offices located at 373 South High Street, Columbus, Ohio 43215, (hereinafter referred to as the "**County**"), and the City of Grove City, with its main offices located at 4035 Broadway, Grove City, Ohio 43123, (hereinafter referred to as the "**City**"), and Grove City MOB, LLC, and/or its affiliates, with its offices located at 640 Enterprise Drive, Suite A, Lewis Center, Ohio 43035, (hereinafter referred to as the "**Enterprise**").

WITNESSETH:

WHEREAS, the **County** has encouraged the development of real property and the acquisition of personal property in the areas of the **City** designated as the "Grove City/Urbancrest Enterprise Zone"; and

WHEREAS, the **Enterprise** is desirous of establishing a facility of approximately 50,000 square feet on Parcel Number 040-015730 (the Mount Carmel Grove City campus), with an address to be determined, to create employment opportunities within the Grove City/Urbancrest Enterprise Zone, (hereinafter referred to as the "**Project**"), provided that the appropriate development incentives are available to support the economic viability of said **Project**; and

WHEREAS, Ordinance No. C-123-03, adopted January 5, 2004, the Council of the City of Grove City consented to the establishment of an Enterprise Zone encompassing the boundaries of the City and approving guidelines for negotiating and granting tax incentives within the Enterprise Zone; and

WHEREAS, by Resolution No. 63-04 adopted January 27, 2004, the Board of Commissioners of Franklin County designated the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective February 5, 2004, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution No. 63-04 contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code, and certified said area (the "Grove City/Urbancrest Enterprise Zone") as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the **County**, having the appropriate authority for the stated type of project, is desirous of providing the **Enterprise** with incentives available for development of the **Project** in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the **Enterprise** has submitted a proposed agreement application to the **County**, (hereinafter referred to as the "**Application**" and attached hereto as Exhibit A); and

WHEREAS, the **Project** will operate under the North American Industry Classification System number 621111; and

WHEREAS, the **Enterprise** has remitted the required State application fee of \$750.00 made payable to the State of Ohio Treasurer with the **Application** to be forwarded with this **Agreement**; and

WHEREAS, the Director of the Economic Development and Planning Department of the **County** has investigated the **Application** of the **Enterprise** and has recommended the same to the Board of Commissioners of the **County** on the basis that the **Enterprise** is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the **County**; and

WHEREAS, the **Project** as proposed by the **Enterprise** is located in the South-Western City School District (hereinafter referred to as the "**School District**") and the Board of Education of the South-Western City School District has been notified in accordance with Section 5709.83 of the Ohio Revised Code and been given a copy of the **Application**; and

WHEREAS, this Enterprise Zone Agreement is pursuant to Resolution No. _____ of the Franklin County Board of Commissioners; and

WHEREAS, pursuant to Section 5709.63(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained.

NOW, THEREFORE, in consideration of the promises and mutual obligations of the parties hereto set forth, each of them hereby covenants and agrees with the other as follows:

Section 1. Establishment by the Enterprise

A. The **Enterprise** shall establish a facility on Parcel Number 040-015730 (the Mount Carmel Grove City campus), with an address yet to be determined, (hereinafter referred to as the "**Project Site**"), within the Grove City/Urbancrest Enterprise Zone, more particularly described in Exhibit B attached hereto. Establishing the new facility represents significant new investment. The **Project** will entail the construction of a medical office building of approximately 50,000 square feet to be leased to prospective tenants. The total investment in the **Project** by the **Enterprise** shall be approximately \$11,000,000 (Eleven Million Dollars) for real property improvements at the **Project Site**. This Investment represents the estimated cost of new construction only and does not consider or estimate the level of new investment in machinery & equipment, furnishings & fixtures, or tangible personal property.

B. The **Project** is expected to begin immediately upon the execution of this **Agreement**. All real property improvements are expected to be completed by December 31, 2018.

C. For the purposes of this Agreement, "Investment" shall be defined as verifiable expenditures made by the Enterprise during the defined period of investment that has been incentivized by the execution of this Agreement and is attributable and necessary to the proposed **Project**. Investment shall not be presumed to be the ultimate appraised value or true value of the property that will be utilized for tax valuation purposes.

Section 2. Employment and Payroll

A. The **Enterprise** shall create, or cause to be created, approximately 20 new full-time equivalent permanent jobs as defined in Sections 5709.61(K) and 5709.61(L) of the Ohio Revised Code at the Project Site within a time period not exceeding three years after the completion of the **Project**.

B. For further clarification related to the classification of employees of any tenants occupying space at the **Project Site**, a new full-time job is one filled by a new employee which shall mean any employee first employed within the **County** at the **Project Site** by that tenant following the completion of the **Project** as described in Section 1 hereof. An employee who is (A) employed at the **Project Site** prior to completion of the **Project**, or (B) relocated to the **Project Site** from another tenant operation located in the State of Ohio after the completion of the **Project** shall not be considered a New Employee, but will be considered a Retained Employee within the meaning of this paragraph. The total number of tenant employees under (A) and/or (B) above at the time a tenant locates at the **Project Site** will become the baseline number of employees for that tenant and only full-time jobs created over and above that baseline number will be considered to be a New Employee.

C. The following is a schedule of the anticipated hiring of employment positions for each year in which the Agreement is in effect and jobs are created as a result of the **Project**:

<u>Year following completion of the Project</u>	<u>Cumulative new full-time equivalent permanent jobs created</u>
Year 1	5
Year 2	15
Year 3	20
TOTAL	20

The creation of these jobs will result in the approximate total of \$1,600,000 (One Million Six Hundred Thousand Dollars) of payroll at the **Project Site**.

Section 3. Tax Incentive

A. The **County** hereby grants the **Enterprise**, as specified herein, a tax exemption on the appraised value of verified new real property investment at the **Project Site** for a period not exceeding 10 years according to the following schedule:

<u>Year of Tax Exemption</u>	<u>Real Property Tax Exemption Percentage</u>
Year 1	75%
Year 2	75%
Year 3	75%
Year 4	75%
Year 5	75%
Year 6	75%
Year 7	75%
Year 8	75%
Year 9	75%
Year 10	75%

Such abatement will average 75 percent during the term of this **Agreement**. The exemption commences the first year for which real property would first be taxable were that property not exempted from taxation, but will be no earlier than December 31, 2017. No exemption will commence after the tax year commencing January 1, 2019 or extend beyond tax year ending December 31, 2028. No exemption will commence until proof of an issued occupancy permit for the **Project** is submitted to the Franklin County Economic Development and Planning Department.

Section 4. Sufficient Funding

A. The **Enterprise** warrants and represents that sufficient funding, in addition to this incentive, has been obtained to complete the **Project**.

Section 5. Maintenance of Tax Incentive

A. The **County** shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this **Agreement** including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

The **County** and the **Enterprise** agree to cooperate and execute and deliver further documents as may be reasonably requested by any other party (provided such action is permitted by law and shall not involve the expenditure of any amount of money) in order to enable the **Enterprise** to claim and maintain ten (10) full years of the exemption for each item of **Project** property in accordance with this **Agreement**.

B. If, for any reason, the Enterprise Zone designation expires, or the Director of the Ohio Development Services Agency (formerly the Ohio Department of Development) revokes certification of

the Enterprise Zone, or the **County** revokes the designation of the Enterprise Zone, the entitlements granted under this **Agreement** shall continue for the number of years specified under this **Agreement**, unless the **Enterprise** materially fails to fulfill its obligations under this **Agreement** and the **County** terminates or modifies the exemptions from taxation granted under this **Agreement**.

C. If the **Enterprise** materially fails to fulfill its obligations under this **Agreement**, other than with respect to the number of employee positions estimated to be created or retained under this **Agreement**, or if the **County** determines that the certification as to delinquent taxes required by this **Agreement** is fraudulent, the **County** may terminate or modify the exemptions from taxation granted under this **Agreement**.

D. In any consecutive three-year period during which this **Agreement** is in effect, the actual number of employee positions created or retained by the **Enterprise** is not equal or greater than seventy-five percent (75%) of the number of employee positions estimated to be created or retained under this **Agreement** during that three-year period, the **Enterprise** shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this **Agreement** during that three-year period. In addition, the **County** may terminate or modify the exemptions from taxation granted under this **Agreement**.

E. The **Enterprise** hereby certifies that that the time this **Agreement** is executed, the **Enterprise** does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which the **Enterprise** is liable under Chapter 5727, 5733, 5735, 5739, 5741, 5743, 5747, or 5753 of the Ohio Revised Code, or, if such delinquent taxes are owed, the **Enterprise** currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the **Enterprise**. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the Chapter of the Ohio Revised Code governing payment of those taxes.

F. The **Enterprise** represents and warrants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the **Enterprise** has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, the **Enterprise** shall be required to immediately return all benefits received under this Agreement pursuant to Section 9.66(C)(2) of the Ohio Revised Code and shall be ineligible for any future economic development assistance from the State, any state agency, or a political subdivision pursuant to Section 9.66(C)(1) of the Ohio Revised Code. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the Ohio Revised Code, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

G. Exemptions from taxation granted under this **Agreement** shall be revoked if it is determined that the **Enterprise**, any successor enterprise, or any related member (as those terms are defined in section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this **Agreement** under Division (E) of Section 3735.671 or Section 5709.63, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

Section 6. Program Compliance

A. The **Enterprise** must file the appropriate tax forms to effect and maintain the exemptions covered in this **Agreement**. Form DTE 24 must be filed with the Franklin County Auditor and an issued occupancy permit for the **Project** must be submitted to the Franklin County Economic Development and Planning Department to effect a real property tax exemption.

B. The **Enterprise** shall pay such real and tangible personal property taxes as are not exempted under this **Agreement** and are charged against such property and shall file all tax reports and returns as required by law. If the **Enterprise** fails to pay such taxes or file such returns and reports, all incentives

granted under this **Agreement** may be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

C. The **Enterprise** shall provide the **County** with timely written notification upon entering into a lease with any tenant that will occupy space at the **Project Site**, including information on employment and payroll of any tenant employees to be relocated to the **Project Site** from another tenant operation in the State of Ohio after the completion of the **Project** in order to establish the baseline number of employees for that tenant as described in Section 2 hereof. The **Enterprise** shall also provide the **County** with timely written notification upon the lease termination and/or departure of any tenant at the **Project Site**.

D. The **Enterprise** shall provide the **City** and the **County** with an Annual Report and information on employment and payroll of all employees of the **Enterprise** as well as all employees of tenants at the **Project Site**. The annual report and information on employment and payroll must describe the specific progress made towards the goals contained in Sections 1 and 2 of this **Agreement** and must be provided in such time that the **County** can submit the annual Project Status and Zone Reports to the Ohio Development Services Agency by March 31, each year. Such information is required by the **City** to identify its municipal income tax-sharing obligation to the public schools. The **Enterprise** shall be responsible for including language, as necessary in its leases to ensure that tenants provide such information to the **Enterprise** for the **City** and the **County**.

E. The **Enterprise** shall provide annually any information reasonably required by the **County** and/or the appropriate Tax Incentive Review Council, (hereinafter referred to as the "**TIRC**"), to evaluate the **Enterprise's** compliance with this **Agreement**, as stipulated in Section 5709.85 of the Ohio Revised Code, including returns filed pursuant to Section 5711.02 and 5727.08 of the Ohio Revised Code, if requested by the **TIRC** and/or **County**. The **Enterprise** shall be responsible for including language, as necessary in its leases to ensure that tenants provide such information to the **Enterprise** for the **TIRC** and/or the **County**.

F. The **County** has developed a policy to ensure recipients of Enterprise Zone incentives practice non-discriminating hiring in its operations. By executing this **Agreement**, the **Enterprise** is committed to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, color, religion, sex, sexual orientation, marital disability, age, disability, national origin, veteran status, or ancestry.

G. The **Enterprise** agrees to comply with all requirements of the **County's** Grove City/Urbancrest Enterprise Zone established pursuant to 5709.63 of the Ohio Revised Code.

H. The **Enterprise** shall pay an annual monitoring fee equal to the greater of one percent of the dollar value of incentives offered under the **Agreement** or five hundred dollars (\$500.00) provided, however, that if the value of the incentives exceeds two hundred fifty thousand dollars (\$250,000.00), the fee shall not exceed two thousand five hundred dollars (\$2,500.00). This monitoring fee must be submitted annually with the Annual Report by the **Enterprise** to the **County** and shall be in the form of a check made payable to the "Franklin County Board of Commissioners" for each year the tax incentive **Agreement** is in force.

I. The **Enterprise** agrees to comply with all environmental laws, ordinances, resolutions, rules and regulations whether federal, state, or local, and to maintain compliance at all times during the term of this **Agreement** with all orders and other requirements relating to ownership and/or operations of all premises, facilities and equipment covered by this **Agreement** and other related or similar agreements with the **City** and/or **County**.

Section 7. Legislative Approvals

A. All parties hereby acknowledge that this **Agreement** must be approved by formal action of the legislative authority of the **City** (attached hereto as Exhibit C) and the **County** as a condition for this **Agreement** to take effect. This **Agreement** takes effect upon such approval.

B. All parties hereby acknowledge an appropriate resolution of support has been passed by the Board of Education of the South-Western City School District (attached hereto as Exhibit D).

C. All parties hereby acknowledge that because the proposed new annual payroll shall exceed \$1,600,000 (One Million Six Hundred Thousand Dollars), the **City** and the South-Western City School District shall share the proceeds from the income tax revenue generated per the requirement of Section 5709.82(C)(2) of the Ohio Revised Code.

Section 8. Severability

A. Any provisions of this **Agreement** are severable and in the event that one or more of the provisions are found to be inconsistent with legal requirements upon any party, and therefore unenforceable, the remaining provisions shall remain in full force and effect.

Section 9. Transferability

A. This **Agreement** is not transferable or assignable without the express, written approval of the Franklin County Board of Commissioners.

Section 10. Amendments or Modifications

A. This **Agreement** constitutes the entire agreement between all parties; however, any party may at any time during the term of this **Agreement** request amendments or modifications. Requests for amendment or modification of this **Agreement** shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of any applicable regulations and performance requirements relating to the **Project**. Should all parties consent to modification of this **Agreement**, then an amendment shall be drawn, approved, and executed in the same manner as the original **Agreement**.

Section 11. Notice Requirements

A. Any request, notice approval, consent, or communication given under the terms of the **Agreement** shall be in writing and deemed delivered upon personal delivery, or upon being sent, postage pre-paid, by certified mail or registered mail, return receipt requested, or being sent by a nationally recognized overnight carrier that guarantees next day delivery and provides proof of delivery. Such notices shall be directed to the other party as follows:

A. Franklin County Economic Development and Planning
Attn: Enterprise Zone Manager
150 South Front Street, FSL 10
Columbus, Ohio 43215

B. And a copy to:
Grove City MOB, LLC
Attn: Denny Freudeman
640 Enterprise Drive, Suite A
Lewis Center, Ohio 43035

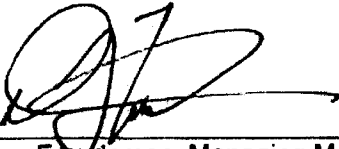
C. And a copy to:
City of Grove City
Attn: City Administrator
4035 Broadway, Grove City, Ohio 43123

Any of the above parties may, from time to time, change its mailing address or designate other or additional parties to receive notices by giving the other parties to this **Agreement** notice as herein provided.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto hereby set their hands and seals this ____ day of _____, 2017.

Grove City MOB, LLC



Denny Freudeman, Managing Member
640 Enterprise Drive, Suite A
Lewis Center, Ohio 43035

Franklin County Board of Commissioners

JOHN O'GRADY, PRESIDENT

City of Grove City

MARILYN BROWN

By: _____
Charles W. Boso, Jr., City Administrator

KEVIN L. BOYCE

Date: _____

Approved as to form:

By: _____
Stephen J. Smith, Frost Brown Todd

Date: _____

Approved as to form:
Ron O'Brien
Franklin County Prosecuting Attorney

Approved:
Franklin County Economic Development
and Planning Department

By: _____
Assistant Prosecuting Attorney

By: _____
James Schimmer, Director

Date: _____

Date: _____

EXHIBIT A

OHIO ENTERPRISE ZONE PROGRAM APPLICATION

FRANKLIN COUNTY OHIO ENTERPRISE ZONE PROGRAM APPLICATION

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between Grove City located in the County of Franklin and Grove City MOB, LLC.

- 1a.** Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Grove City MOB, LLC.

Enterprise

640 Enterprise Drive - Suite A
Lewis Center, Ohio 43035

Address

Denny Freudeman

Contact

614-486-9620

Phone

- 1b.** Project site:

Address TBD on the campus of
Mount Carmel Grove City

Address

Denny Freudeman

Contact

614-486-9620

Phone

- 2a.** Nature of business (manufacturing, distribution, wholesale or other).

Medical Office Building

- 2b.** List primary 6 digit NAICS #: 621111
Business may list other relevant SIC numbers:

- 2c.** If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)

N/A

- 2d.** Form of business of enterprise (corporation, partnership, proprietorship, or other).

Limited Liability Corporation (Lessor)

- 3.** Name of principal owner(s) or officers of the business (attach list if necessary).

Denny Freudeman, Managing Member, Grove City MOB LLC

- 4.** Is business seasonal in nature? Yes ___ No x___

5a. State the enterprise's current employment level at the proposed project site:

Zero

5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes___ No x

5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

Zero

5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

Zero

5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal?

Yes___ No x

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

7. Does the Enterprise owe:

A. Any delinquent taxes to the State of Ohio or a political subdivision of the state?

Yes___ No x

B. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

Yes___ No x

C. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

Yes___ No x

D. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

N/A

8. Project Description (attach additional pages if necessary):

Development of a new 50,000 SF (+/-), two-story, Class A Medical Office Building

9. Project will begin August 1, 2017 and be completed September 1, 2018 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary):

Approximately 50 new employees. See Exhibit A

10b. State the time frame of this projected hiring (in years)

2017 - 2018

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):

2017 -2018

11a. Estimate the amount of annual payroll such new employees will add (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

\$5,150,000 See Exhibit A

- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project:

N/A

12. Market value of the existing facility as determined for local property taxation.

N/A No existing facility, Lessor to build a new Medical Office Building to lease to lessees

- 13a. Business's total current investment in the facility as of the proposal's submission.

Approximately \$11,352,138

- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):

N/A

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	Minimum	Maximum
A. Acquisition of Buildings	\$	\$
B. Additions/New Construction	\$11,000,000	\$12,000,000
C. Improvements to Existing Buildings	\$	\$
D. Machinery & Equipment	\$	\$
E. Furnishings & Fixtures	\$	\$
F. Inventory	\$	\$
TOTAL NEW PROJECT INVESTMENT	\$11,000,000	\$12,000,000

- 15.

- A. Business requests the following tax exemption incentives: 75 PERCENT % for 10 years covering real X and/or personal property including inventory N/A as described above. Be specific as to type of assets, rate, and term.

- B. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

Grove City MOB LLC. is developing a new Class A Medical Office Building to expand the healthcare services available to the residents of Grove City. The tax incentives are imperative for the engaged tenants to convert their LOI's into an executed lease, and to afford the start-up costs of this new venture, the Lessee's will be leasing the facility from the Lessor. This tax incentive will greatly assist in lowering the annual rent cost of the Lessess's and to create affordable and accessible healthcare to the Community.

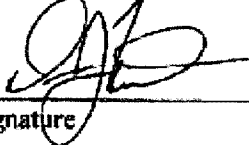
Submission of this application expressly authorizes Grove City and/or Franklin County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Grove City MOB LLC

Name of Enterprise



Signature

4/10/17

Date

Denny Freudeman

Typed Name

Managing Member

Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

PLEASE RETURN TO:

James Schimmer, Director
Franklin County Economic Development and Planning
Lazarus Building
150 S. Front Street, FSL Suite 10
Columbus, Ohio 43220
P: 614-525-7301
jrschimmer@franklincountyohio.gov

EXHIBIT A

Answer to Question 10 a

<u>Current Tenants</u>	<u>NEW JOBS</u> - (A)			
• Orthopedic One	25,000 SF	28 FTE'S		\$2,700,000
• Mount Carmel	6,500 SF	13 FTE's		\$600,000
(B) <u>RELOCATION JOBS</u>				
Central Ohio Surgical Associates	<u>4,000 SF</u>	<u>11 FTE</u> <u>8 PTE</u>		<u>\$ 1,850,000</u>
TOTAL	35,500 SF	60 Jobs		\$ 5,850,000

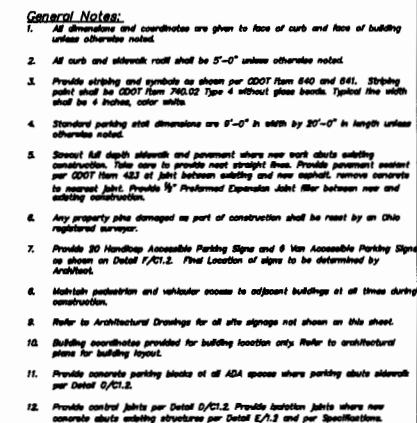
(A) These jobs are new since both Tenants are opening up new offices adding to their current locations. They are not relocating but creating new

(B) Central Ohio Surgical Group is locating from Mount Carmel West since the Hospital and surgery center is being closed. This relocation allows them to remain in business next to the new Mount Carmel Grove City Hospital and Surgery Center.

Remaining Square footage to lease equals 14,500 SF. Once leased, this would create additional jobs estimated at 16 -30



EXHIBIT B
PROJECT SITE MAP



CONTROL POINTS				
No.	Northing	Easting	Elevation	Description
IP No. 1	675123.97	1805935.92	820.88	Iron Pin Set
IP No. 2	674843.89	1805663.66	820.89	Iron Pin Set

*The project is based on State Plane Coordinates Ohio South Zone NAD 83 with 2011 NSRS adjustment.

PRELIMINARY
NOT FOR CONSTRUCTION

C1.0

GROVE CITY - MOB

NORTH MEADOWS DRIVE | GROVE CITY, OHIO 43123 |

EXHIBIT C

CITY OF GROVE CITY RESOLUTION

EXHIBIT D

BOARD OF EDUCATION OF THE SOUTH-WESTERN CITY SCHOOL DISTRICT
RESOLUTION OF SUPPORT

*Resolution adopted by
The Board of Education of
The South-Western City School District*

17-53 Ms. Dover moved that the Board of Education approve the Fiscal & Operational Management item as presented.

1. Resolution to Waive the Forty-Five Day Notification Period for the Creation of an Enterprise Zone in the City of Grove City

It is recommended that the Board of Education approve the resolution to waive the forty-five day notification period for the City of Grove City's Enterprise Zone agreement for HPLEX.

**A RESOLUTION WAIVING THE FORTY-FIVE DAY NOTIFICATION PERIOD FOR THE CITY OF GROVE CITY'S ENTERPRISE ZONE
AGREEMENT FOR HPLEX**

WHEREAS, the City of Grove City, Ohio (the "City") has expressed to this Board of Education its desire to grant pursuant to Ohio Revised Code Section 5709.62 (C)(1)(c) a 75%, 10 year real property tax exemption for the real property; and

WHEREAS, this Board supports the economic growth of our City that will result from the development of the Project Site; and

WHEREAS, this Board understands that the City will pay, or cause to be paid, to the School District 50% of the income taxes generated in the enterprise zone to compensate the School District for a portion of the property taxes it would have received but for the exemption provided in the enterprise zone; and

WHEREAS, this Board desires to waive any notice requirements of Ohio Revised Code Sections 5709.41 and 5709.83 with respect to the passage by the City of the Enterprise Zone Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the South-Western City School District, Franklin County, State of Ohio, that:

Section 1. This Board hereby (i) waives any notice requirements of Ohio Revised Code Sections 5709.41 and 5709.83 with respect to the passage by the City of the Enterprise Zone Ordinance, (ii) approves the proposed 75%, 10 year real property tax exemption as set forth in that Enterprise Zone Ordinance and (iii) waives all requirements of Ohio Revised Code Section 5709.82 with respect to the Enterprise Zone Ordinance.

Section 2. The President and Treasurer of this Board and the Superintendent of this School District are each authorized and directed to execute and deliver the agreement pursuant to Section 5709.82 of the Ohio Revised Code in the form now on file with the Treasurer, with such completions and changes therein that are not adverse to this School District and which shall be approved by the those officials authorized to execute the agreement, provided that the approval of such completions and changes and the character of those completions and changes as not being substantially adverse to this School District will be evidenced conclusively by the execution of the agreement by those officials. The President and Treasurer of this Board and the Superintendent of this School District are each authorized and directed to execute and deliver any other agreements and to take all other actions and do all other things necessary and consistent with this resolution in order to accomplish the purposes of this resolution.

Section 3. The Treasurer is authorized and directed to promptly certify a copy of this resolution to the City.

Section 4. This Board hereby finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this resolution were taken in an open meeting of this Board or its committees and that all deliberation of this Board and of any of its committees that resulted in those formal actions were in meeting open to the public, in compliance with law.

Section 5. This resolution shall be in full force and effect from and immediately upon its adoption.

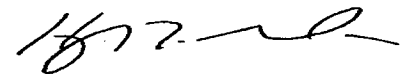
Mr. Schreiner seconded the motion.

Roll Call:

Ms. Dover, Aye; Mr. Schreiner, Aye; Ms. Garverick, Aye;
Mr. Ragland, Aye; Ms. Johnson, Aye.

Motion Carried

I, Hugh W. Garside, Jr., certify that the foregoing is a true and exact excerpt from the minutes of the regular meeting of the South-Western City School District Board of Education held at 7:00 p.m. on Monday, May 22, 2017 at the District Service Center, 3805 Marlane Drive, Grove City, Ohio with the following members present: Karen Dover, Mindy Garverick, Cathy Johnson, Robert Ragland, and Lee Schreiner.



Hugh W. Garside, Jr.
Treasurer
South-Western City Schools

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. **NOTICE.** 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:

CITY OF GROVE CITY

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]

CENTRAL OHIO TRANSIT AUTHORITY

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. **APPLICABLE LAW; REMEDIES.** 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. **FORCE MAJEURE.** 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. **REMEDIES CUMULATIVE.** 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. **COUNTERPARTS & ACCEPTANCE.** 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. **CAPTIONS & HEADINGS; LANGUAGE.** 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. **SEVERABILITY.** 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. **NON-WAIVER.** 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. **SURVIVORSHIP.** 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. **ENTIRE AGREEMENT; MEETING OF THE MINDS.** 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. **TIME OF ESSENCE & GOOD FAITH.** 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. AUTHORITY & SIGNATURES. 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. ATTACHMENTS. 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]

GROVE CITY'S EXECUTION

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.

CITY OF GROVE CITY,
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.

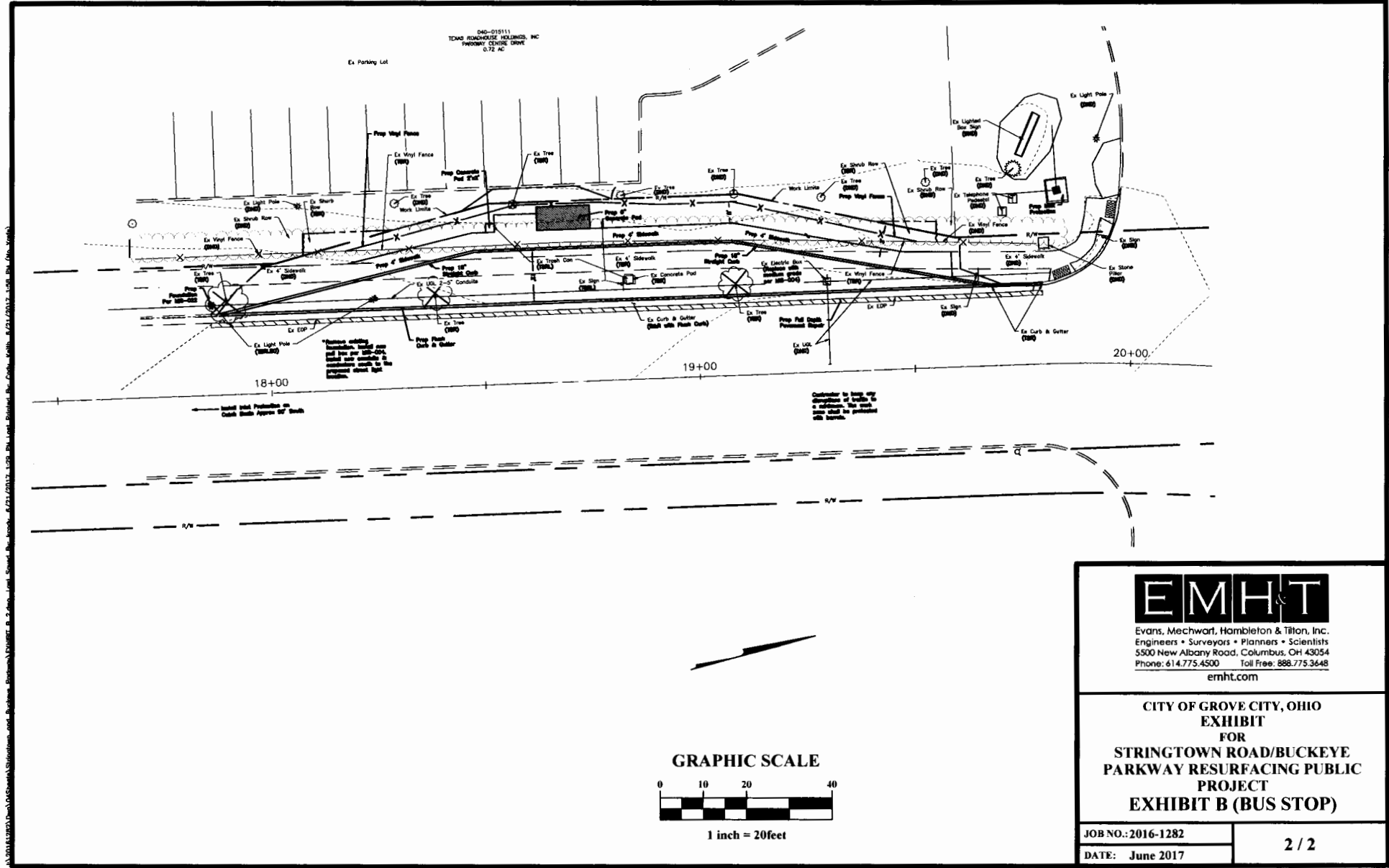


EXHIBIT B



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
EXHIBIT
FOR
STRINGTOWN ROAD/BUCKEYE
PARKWAY RESURFACING PUBLIC
PROJECT
EXHIBIT B (BUS STOP)

JOB NO.: 2016-1282
DATE: June 2017

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

No.: C-36 -16
1st Reading: 07/06/16
Public Notice: 07/07/16
2nd Reading: 07/17/16
Passed: Rejected:
Codified: Code No:
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: 06/12/17
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Approved: Mayor Stage
Emergency: 30 Days
Current Expense: _____

No.: CR-25-17
1st Reading: 06/19/17
Public Notice: 6/07/17
2nd Reading:
Passed: _____ Rejected:
Codified: _____ Code No:
Passage Publication:

*Postponed
7-6-17*

RESOLUTION NO. CR-25-17

A RESOLUTION TO APPROVE THE BUDGET ESTIMATES FOR THE FISCAL YEAR OF 2018

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

SECTION 1. The budget estimates for the fiscal year beginning January 1, 2018 are hereby approved.

SECTION 2. The Clerk of Council is hereby directed to Certify and forward said budget to the Franklin County Budget Commission on or before the 20th day of July, 2017.

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

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CITY OF GROVE CITY TAX BUDGET

City or
Village of

GROVE CITY

FRANKLIN

County, Ohio

(Date)

2017

This budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC.5705.28 R.C. SHALL RESULT IN LOSS OF GOVERNMENT FUND ALLOCATION.

To the Auditor of said County:

The following Budget year beginning January 1, 2018 has been adopted by Council and is hereby submitted for consideration of the County Budget Commission.

Signed

Title

Director of Finance

SCHEDULE A

**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY
BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED RATES**

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND (Include only those funds which are requesting general property tax revenue)	Budget Year Amount Requested of Budget Commission Inside/Outside	Budget Year Amount Approved by Budget Commission Inside 10 Mill Limitation	Budget Year Amount to be Derived From Levies Outside 10 Mill Limitation	County Auditor's estimate Tax Rate to be Levied	
				Inside 10 Mill Limit Budget Year	Outside 10 Mill Limit Budget Year
	Column 1	Column 2	Column 3	Column 4	Column 5
GOVERNMENT FUNDS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
GENERAL FUND	\$611,100	0.7			
GENERAL FUND CHARTER	\$261,900		0.3		
BOND RETIREMENT CHARTER	873,000		1.0		
POLICE PENSION FUND	1,309,500	1.5			
PROPRIETARY FUNDS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
FIDUCIARY FUNDS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
TOTAL ALL FUNDS	\$3,055,500				

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND

EXHIBIT I

FUND TYPE/CLASSIFICATION: GOVERNMENTAL -- GENERAL

TOTAL REVENUE

<u>DESCRIPTION</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>Current Yr Estimate 2017</u>	<u>Budget Yr Estimate 2018</u>
REVENUES						
Local Taxes						
General Property Tax --- Real Estate	851,527	889,585	906,749	909,223	784,329	780,000
Tangible Personal Property Tax	159	0	6	0	0	0
Municipal Income Tax	22,587,865	21,756,638	22,902,021	23,631,687	23,548,272	24,244,769
Other Local Taxes	1,236,560	1,311,795	1,418,879	1,468,714	1,421,273	1,510,337
Total Local Taxes	24,676,112	23,958,017	25,227,655	26,009,624	25,753,874	26,535,107
Intergovernmental Revenues						
State Shared Taxes and Permits						
Local Government	586,444	573,495	600,619	552,484	555,000	550,000
Estate Tax	654,896	41,213	4,709	0	0	0
Cigarette Tax	1,463	1,491	1,366	1,387	1,500	1,500
License Tax	0	0	0	0	0	0
Liquor and Beer Permits	47,648	46,711	43,749	49,085	45,000	50,000
Gasoline Tax	0	0	0	0	0	0
Library and Local Government Support Fund	0	0	0	0	0	0
Property Tax Allocation - Homestead & Rollback	104,988	110,313	110,063	109,796	96,111	93,000
Other State Shared Taxes and Permits	0	0	0	0	0	0
Total State Shared Taxes and Permits	1,395,438	773,224	760,506	712,752	697,611	694,500
Federal Grants or Aid	1,081,387	12,569	7,947	6,792	2,000	2,000
State Grants or Aid	3,848,260	50,322	724,111	428,801	2,781,000	50,000
Other Grants or Aid	174,908	196,417	222,669	268,647	225,000	270,000
Total Intergovernmental Revenues	6,499,993	1,032,532	1,715,233	1,416,991	3,705,611	1,016,500
Special Assessments	78,760	-5,554	115,780	162,955	75,000	150,000
Charges For Services	0	0	0	0	0	0
Fines, Licenses, and Permits	922,797	940,853	1,046,274	1,147,083	1,015,500	1,185,500
Miscellaneous - Interest	821,616	809,228	3,238,785	1,105,602	5,410,500	619,500
Other Financing Sources:						
Proceeds from Sale of Debt	0	0	0	0	0	0
Transfers	292,738	0	0	0	0	0
Advances	0	0	0	0	0	0
Other sources	0	0	0	0	0	0
TOTAL REVENUE	33,292,016	26,735,075	31,343,727	29,842,255	35,960,485	29,506,607

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND

EXHIBIT I

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

<u>DESCRIPTION</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>Current Yr Estimate 2017</u>	<u>Budget Yr Estimate 2018</u>
EXPENDITURES						
Security of Persons and Property						
Personal Services	8,901,538	9,111,754	9,448,888	9,785,332	10,590,139	10,881,368
Travel Transportation	11,405	21,016	12,320	13,648	26,000	26,520
Contractual Services	493,480	591,316	654,778	760,764	819,200	835,584
Supplies and Materials	435,695	434,250	397,172	464,389	527,075	537,617
Capital Outlay	307,088	500,021	410,742	464,043	250,500	255,510
Total Security of Persons and Property	10,149,205	10,658,357	10,923,901	11,488,177	12,212,914	12,536,598
Public Health Services						
Personal Services	0	0	0	0	0	0
Travel Transportation	0	0	0	0	0	0
Contractual Services	278,461	278,222	319,259	342,711	382,225	389,870
Supplies and Materials	0	0	0	0	0	0
Capital Outlay	0	0	0	0	0	0
Total Public Health Services	278,461	278,222	319,259	342,711	382,225	389,870
Leisure Time Activities						
Personal Services	1,577,648	1,719,383	1,816,167	1,892,499	2,022,429	2,062,878
Travel Transportation	11,767	12,818	10,982	11,897	28,500	29,070
Contractual Services	1,653,458	1,782,249	1,808,109	1,963,240	2,087,590	2,129,342
Supplies and Materials	228,090	238,761	203,304	231,670	319,300	325,686
Capital Outlay	450,739	507,919	455,103	520,391	869,459	886,848
Total Leisure Time Activities	3,921,702	4,261,130	4,293,665	4,619,696	5,327,278	5,433,824
Community Environment						
Personal Services	835,799	900,111	1,023,469	1,213,759	1,651,350	1,684,377
Travel Transportation	11,899	12,457	16,612	14,117	49,800	50,796
Contractual Services	203,841	119,696	260,780	178,356	417,588	425,940
Supplies and Materials	19,564	25,887	21,374	28,068	35,850	36,567
Capital Outlay	25,587	42,049	25,382	52,423	34,000	34,680
Total Community Environment	1,096,690	1,100,200	1,347,618	1,486,723	2,188,588	2,232,360
Basic Utility Service						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Basic Utility Services						

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND

EXHIBIT I

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

<u>DESCRIPTION</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>Current Yr Estimate 2017</u>	<u>Budget Yr Estimate 2018</u>
EXPENDITURES (Continued)						
Transportation						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Transportation						
General Government						
Personal Services	2,130,010	2,002,395	2,106,360	2,231,622	2,705,722	2,759,836
Travel Transportation	21,554	19,584	17,930	24,859	36,455	37,184
Contractual Services	2,777,206	3,055,173	3,007,702	3,700,068	3,433,544	3,502,215
Supplies and Materials	62,476	81,041	67,915	73,277	91,777	93,613
Capital Outlay	2,007,876	1,029,727	1,142,643	1,132,329	1,316,000	1,342,320
Total General Government	<u>6,999,122</u>	<u>6,187,920</u>	<u>6,342,551</u>	<u>7,162,155</u>	<u>7,583,498</u>	<u>7,735,168</u>
Debt Service						
Redemption of Principal	0	0	0	0	0	0
Interest						
Other Debt Service						
Total Debt Service	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Other Uses of Funds						
Transfers	10,529,986	6,478,675	6,834,479	13,798,956	4,016,833	2,000,000
Advances	0	0	0	0	0	0
Contingencies	0	0	0	0	0	0
Other Uses of Funds	0	200,000	0	0	6,000,000	0
Total Other Uses of Funds	<u>10,529,986</u>	<u>6,678,675</u>	<u>6,834,479</u>	<u>13,798,956</u>	<u>10,016,833</u>	<u>2,000,000</u>
TOTAL EXPENDITURES	<u>32,975,166</u>	<u>29,164,504</u>	<u>30,061,472</u>	<u>38,898,418</u>	<u>37,711,336</u>	<u>30,327,819</u>
Revenues Over (Under) Expenditures	316,850	(2,429,429)	1,282,254	(9,056,163)	(1,750,851)	(821,212)
Beginning Cash Fund Balance	20,218,040	20,534,890	18,105,461	19,387,715	10,331,553	8,580,701
Ending Cash Fund Balance	20,534,890	18,105,461	19,387,715	10,331,553	8,580,701	7,759,489
Estimated Encumbrances (outstanding at year end)	3,076,049	2,934,940	3,823,750	4,591,741	2,000,000	2,000,000
Estimated Ending Unencumbered Fund Balance	<u>17,458,841</u>	<u>15,170,521</u>	<u>15,563,965</u>	<u>5,739,812</u>	<u>6,580,701</u>	<u>5,759,489</u>
Note:						
Municipal Income Tax	22,587,865	21,756,638	22,902,021	23,631,687	23,548,272	24,244,769
General Operating Expenses (Exclude Cap Outlay & Trfrs)	19,653,890	20,406,113	21,193,123	22,930,276	25,224,544	25,808,461
Excess (Shortfall)	<u>2,933,975</u>	<u>1,350,525</u>	<u>1,708,899</u>	<u>701,411</u>	<u>(1,676,272)</u>	<u>(1,563,691)</u>

CITY OF GROVE CITY TAX BUDGET

FUND NAME: POLICE PENSION FUND

EXHIBIT II

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

<u>DESCRIPTION</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>Current Yr Estimate 2017</u>	<u>Budget Yr Estimate 2018</u>
REVENUE						
Real Estate & Public Utility Taxes	780,526	836,027	1,148,399	1,136,574	1,176,493	1,200,000
Tangible Personal Property Tax	22,072	483	0	0	0	0
Real Property Tax - Rollback	98,467	101,603	138,071	137,247	136,930	109,500
Miscellaneous	483	0	0	0	0	0
TOTAL REVENUE	901,548	938,112	1,286,470	1,273,821	1,313,423	1,309,500
EXPENDITURES						
Police Pension Expenses	1,144,608	1,158,679	1,187,726	1,226,487	1,370,130	1,407,809
TOTAL EXPENDITURES	1,144,608	1,158,679	1,187,726	1,226,487	1,370,130	1,407,809
Revenues Over (Under) Expenditures	(243,060)	(220,567)	98,744	47,334	(56,707)	(98,309)
Beginning Cash Fund Balance	981,354	738,294	517,727	616,471	663,805	607,098
Ending Cash Fund Balance	738,294	517,727	616,471	663,805	607,098	508,789
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	738,294	517,727	616,471	663,805	607,098	508,789

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL DEBT RETIREMENT FUND
 FUND TYPE/CLASSIFICATION: GOVERNMENTAL - DEBT SERVICE

EXHIBIT II

<u>DESCRIPTION</u>	<u>2013 Actual</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>Current Yr Estimate 2017</u>	<u>Budget Yr Estimate 2018</u>
REVENUE						
Real Estate & Public Utility Tax	851,483	955,494	651,044	606,170	784,329	780,000
Tangible Personal Property Assessments	69,772	2,229	1,813	348,209	43,180	5,000
Real Property Tax - Rollback	64,183	288,508	106,204	113,178	150,000	150,000
Sale of Bonds	105,471	112,541	75,031	73,200	93,000	93,000
Sale of Notes	25,670	0	332,772	0	0	0
Operating Transfers	518,000	0	0	0	300,000	300,000
Operating Transfers - Income Tax	0	0	0	0	0	0
TOTAL REVENUE	1,634,579	1,358,772	1,166,864	1,140,756	1,370,508	1,328,000
EXPENDITURES						
Registrar/Agent Fees	0	0	0	0	0	0
Assessments	0	0	0	0	0	0
G.O. Note - Principal	0	8,750	0	0		
G.O. Bond Principal	337,500	170,000	280,000	487,500	390,000	390,000
G.O. Note - Interest						
G.O. Bond - Interest	203,293	192,737	398,180	690,599	531,080	524,101
OPWC - Principal	314,499	414,252	414,252	414,252	414,261	400,933
Other Debt Service	26,862	9,895	316,386	27,942	151,500	151,500
TOTAL EXPENDITURES	882,154	795,634	1,408,818	1,620,294	1,486,841	1,466,534
Revenues Over (Under) Expenditures	752,425	563,138	(241,954)	(479,537)	(116,333)	(138,534)
Beginning Cash Fund Balance	674,099	1,426,524	1,989,662	1,747,708	1,268,171	1,151,838
Ending Cash Fund Balance	1,426,524	1,989,662	1,747,708	1,268,171	1,151,838	1,013,304
Estimated Encumbrances (outstanding at end of year)	57,338	15,704	75,709	68,265	0	0
Estimated Ending Unencumbered Fund Balance	1,369,186	1,973,958	1,671,999	1,199,906	1,151,838	1,013,304

CITY OF GROVE CITY TAX BUDGET

EXHIBIT III

FUND All Funds Not Listed on Exhibits I or II	Estimated	2018	Available	2018 Expenditures & Encumbrances			Estimated
	Unencumbered	Estimated	For	Personal			Unencumbered
	Fund Balance	Receipt	Expenditure	Services	Other	Total	Fund Balance
	01/01						12/31
GOVERNMENTAL:							
SPECIAL REVENUE:							
Street	237,102	1,499,000	1,736,102	840,000	760,000	1,600,000	136,102
State Highway	267,202	125,000	392,202	0	345,000	345,000	47,202
General Recreation	607,040	1,243,000	1,850,040	550,000	806,988	1,356,988	493,052
Local \$5 License Fee	217,034	187,500	404,534	0	200,000	200,000	204,534
County License	107,589	90,000	197,589	0	50,000	50,000	147,589
Senior Nutrition	4,921	15,000	19,921	0	15,000	15,000	4,921
Drug Law Enforcement	244,356	10,000	254,356	0	100,000	100,000	154,356
DARE	1,000	0	1,000	0	0	0	1,000
Community Development	173,535	374,000	547,535	120,000	330,000	450,000	97,535
Community Environment	165,181	50,000	215,181	0	100,000	100,000	115,181
Law Enforcement Assistance	722	0	722	0	0	0	722
Enforcement and Education	28,377	2,000	30,377	0	5,000	5,000	25,377
Mayor's Court Computer	4,762	20,000	24,762	0	20,000	20,000	4,762
Big Splash	7,286	294,500	301,786	210,000	90,000	300,000	1,786
Parks Donation	39,715	1,000	40,715	0	0	0	40,715
Rockford TIF Fund	3,115	470,000	473,115	0	470,000	470,000	3,115
TOTAL SPECIAL REVENUE FUNDS	2,108,937	4,381,000	6,489,937	1,720,000	3,291,988	5,011,988	1,477,949
DEBT SERVICE FUNDS							
Buckeye Center TIF	2,129,998	3,000,000	5,129,998	0	3,000,000	3,000,000	2,129,998
Pinnacle TIF	3,546,715	2,800,000	6,346,715	0	3,000,000	3,000,000	3,346,715
SR 665 / I 71 TIF	827,485	700,000	1,527,485	0	1,000,000	1,000,000	527,485
Lumberyard TIF	32,082	335,500	367,582	0	335,000	335,000	32,582
TOTAL DEBT SERVICE FUNDS	6,536,280	6,835,500	13,371,780	0	7,335,000	7,335,000	6,036,780
CAPITAL PROJECT FUNDS							
Capital Improvements	10,000,000	3,500,000	13,500,000	0	6,500,000	6,500,000	7,000,000
Recreation Development	417,833	150,000	567,833	0	225,000	225,000	342,833
TOTAL CAPITAL PROJECTS	10,417,833	3,650,000	14,067,833	0	6,725,000	6,725,000	7,342,833

CITY OF GROVE CITY TAX BUDGET

EXHIBIT III

FUND All Funds Not Reported on Exhibits I or II	Estimated Unencumbered Fund Balance 01/01	Estimated Receipts 2018	Total Available For Expenditures	2018 Encumbrances and Expenditures			Estimated Unencumbered Fund Balance 12/31
				Personal Services	Other	Total	
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	1,883,928	600,000	2,483,928	0	1,300,000	1,300,000	1,183,928
Sewer	1,430,504	1,100,000	2,530,504	415,000	785,000	1,200,000	1,330,504
TOTAL ENTERPRISE FUNDS	3,314,432	1,700,000	5,014,432	415,000	8	2,500,000	2,514,432
INTERNAL SERVICE FUNDS							
Workers Compensation Self Insured	333,744	250,000	583,744	0	240,000	240,000	343,744
TOTAL INTERNAL SERVICE FUNDS	333,744	250,000	583,744	0	240,000	240,000	343,744
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Depository Trust	1,686,743	1,500,000	3,186,743	0	2,000,000	2,000,000	1,186,743
Convention Bureau	3,734	350,000	353,734	0	350,000	350,000	3,734
Section 125 Cafeteria Plan	12,463	5,000	17,463	0	5,000	5,000	12,463
Scioto Township JEDD	374,420	1,000,000	1,374,420	0	1,000,000	1,000,000	374,420
TOTAL TRUST AND AGENCY FUNDS	2,077,360	2,855,000	4,932,360	0	3,355,000	3,355,000	1,577,360
TOTAL FOR MEMORANDUM ONLY	24,788,586	19,671,500	44,460,086	2,135,000	20,946,996	25,166,988	19,293,098

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2018	Source Fund
Annual Street Maintenance	2,000,000	0	General Fund
Various Street Projects	0	0	General Fund
Various Parks & Recreation	0	0	General Fund
Various Signalization Projects	0	0	General Fund
Various Building Improvements	0	0	General Fund
	<u>2,000,000</u>	<u>0</u>	
Sanitary Sewer Rehabilitation Projects	350,000	350,000	Sanitary Sewer
	<u>350,000</u>	<u>350,000</u>	
Annual Waterline Replacement	455,000	455,000	Water
	<u>455,000</u>	<u>455,000</u>	
TOTAL	2,805,000	805,000	

EXHIBIT V

(Section 5705.29, Revised Code)

DESCRIPTION OF JUDGEMENT	AMOUNT OF JUDGEMENT	SOURCE FUND
NO JUDGEMENTS	NONE	
TOTAL	N/A	

CITY OF GROVE CITY TAX BUDGET

EXHIBIT VI

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit	Date of Issue	Date Due	Ordinance/ Resolution	Serial or Term	Rate of Interest	Amounts of Bonds & Notes Outstanding as of 1/1/2018	Amount Required for Principal and Interest 2018	Source Fund to Pay Debt Payments
INSIDE 10 MILL LIMIT									
2012 G.O. Refunding Bonds		2012	2026	51-12	T	2.75	905,000	114,888	Debt Retirement
2009 SR665 Construction Bonds		2009	2036	08-09	S/T	2.5 - 5.125	6,110,000	498,899	Debt Retirement
2015 Library Construction Bonds		2015	2044	22-15	S/T	1.5 - 4.0	13,400,000	799,213	Debt Retirement
TOTAL							20,415,000	1,413,000	
OUTSIDE 10 MILL LIMIT:									
2016 Buckeye Center TIF Rev Bonds	ORC, Charter	2016	2031	66-16	T	2.265	13,680,000	1,159,852	Buckeye TIF
2016 Pinnacle TIF Rev Bonds	ORC, Charter	2016	2031	67-16	T	2.27	6,470,000	546,869	Pinnacle TIF
2015 Special Obligation NonTax Bonds	ORC, Charter	2015	2040	53-15	S/T	1.3 - 4.5	4,635,000	299,005	Lumberyard TIF
TOTAL							24,785,000	2,005,726	
OPWC LOANS:									
1997 Hoover Rd Realignment		1997	2017			0	0	0	Debt Retirement
1998 Haughn Rd Widening		1998	2018			0	11,455	11,455	Debt Retirement
1999 Marsh Run Gravity		1999	2021			3	175,983	47,017	Sewer
1999 Broadway		1999	2020			0	51,235	20,494	Debt Retirement
1999 Hoover Road / Buckeye Ranch		1999	2019			0	51,838	25,919	Debt Retirement
2000 Hoover Road / Old Stringtown		2000	2021			0	130,476	37,279	Debt Retirement
2001 Broadway		2001	2018			0	18,368	18,368	Debt Retirement
2004 Hoover Road / Milligan Road		2004	2025			0	268,419	35,789	Debt Retirement
2005 Demorest Road / Big Run Road		2005	2026			0	230,781	27,151	Debt Retirement
2005 Stringtown Road		2005	2027			0	382,053	40,216	Debt Retirement
2008 Old Stringtown Road		2008	2029			0	389,858	33,901	Debt Retirement
2009 Grove City Road		2009	2034			0	265,200	15,600	Debt Retirement
2014 Holton / Hoover Intersection		2014	2038			0	154,409	7,353	Debt Retirement
2014 Stringtown Road Phase 2		2014	2040			0	2,125,191	92,400	Debt Retirement
TOTAL							4,255,266	412,942	
OWDA LOANS:									
1994 Columbus Street Reconstruction		2010	2030			3.89	1,754,881	173,269	Water
2009 Grove City Road		2011	2031			3.37	514,613	46,412	Water
TOTAL							2,269,494	219,681	

Date: 06/12/17
Introduced By: Mr. Robinette
Committee: Safety
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days
Current Expense:

No.: C-28-17
1st Reading: 06/19/17
Public Notice: 06/22/17
2nd Reading: 07/03/17
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-28-17

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR DISPATCHING AND COMMUNICATION SERVICES WITH PRAIRIE TOWNSHIP

WHEREAS, the City and Prairie Township have reached an agreement whereby the City will provide dispatching for the Prairie Township Fire Department; 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 Dispatching and Communication Services Agreement with Prairie Township 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-28-17
Exhibit A
AGREEMENT

Agreement to provide communication services ("Agreement") for the **Prairie Township** ("Township"), Fire Department by the City of Grove City ("City") is made and entered into on the _____ day of _____, 2017, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

WHEREAS, the Township desires to contract for communication services for the Township Fire Department; and

WHEREAS, the City is able to furnish to the Township such communication services and it is in the best interests of the City to do so; and

WHEREAS, the City will be providing communication services to the Township Fire Department pursuant to the terms of the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

- I. The City shall furnish the facilities, personnel and equipment for the purpose of providing communication services ("Communication Services") to the Township Fire Department. Communication Services shall include:
 - 1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township fire stations;
 - 2) If requested, providing the Township a CAD printout to each Township fire station for each call for service received by the City;
 - 3) Representing the Township at all Franklin County E9-1-1 PSAP Manager meetings;
 - 4) Maintaining the E9-1-1 master street address guide for all areas located in the Township; and
 - 5) Performing other services as may from time to time be mutually agreed by the parties.
- II. Additionally, the parties agree as follows:
 - (1) The City shall provide the equipment and personnel necessary to provide twenty-four (24) hour a day and seven (7) day a week Communication Services for the Township Fire Department;

- (2) The City shall receive all calls and communicate the message or internal requests to the Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City;
 - (3) The City shall maintain a written and/or electronic log of all communications referred to in Section II(2) above. The Township shall have electronic access to these communication logs;
 - (4) Dispatching shall be performed only by qualified individuals hired by the City;
 - (5) Both parties recognize that the City is under no obligation to assign a dispatcher to exclusively perform dispatch duties under this Agreement and that there is no penalty upon the City for failing to meet to do so;
 - (6) The City will continue its policy of handling radio calls in priority order without regard to whether the call is related to police, fire or emergency medical activity;
 - (7) The Township, at its sole expense, shall assume all responsibility for the Township public safety radio equipment and shall pay any expenses, fees or other charges required to render it compatible with the City dispatch center and the Township shall coordinate any programming or equipment changes made or updates to programming or equipment; and the Township agrees that the programming for their public safety radios shall be consistent in their compatibility with the City and County;
 - (8) If any addition of mobile data computers by the Township results in an increase in software costs for the City's dispatch center, the Township agrees to reimburse the City for those costs;
 - (9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and
 - (10) The Township may submit run card assignment changes to the Grove City CIC Manager for implementation into the CAD System.
- III. The Township is solely responsible for providing fire and other emergency services for the residents, public officials, business entities and other individuals in the Township. The Township, at its sole discretion, is responsible for determining the proper allocation of the equipment, personnel and all other resources for providing fire and other emergency services.
- IV. The City shall have sole discretion and oversight in determining the appropriate allocation of equipment, personnel and all other resources for providing Communication Services under this Agreement.

- V. As consideration for the aforementioned services to be provided by the City to the Township pursuant to this Agreement, the Township shall pay the City as follows:
- 1) For each year of communication services, the township shall pay to the City \$211,995.21;
 - 2) The yearly amount due by the Township, shall be paid to the City in four (4) equal payments on or before:
 - i. January 31,
 - ii. April 30,
 - iii. July, 31 and
 - iv. Oct 31.
- VI. This Agreement shall be for a period of three (3) years commencing on December 1, 2017 and ending on November 30, 2020 unless otherwise terminated earlier, as provided for herein. The Township shall have the ability to elect to obtain communication services from City prior to December 1, 2017. If the Township elects to do so, they shall pay a pro-rata share of the annual cost set forth above for the period prior to December 1, 2017.
- VII. During the original term of this Agreement, the Parties agree that they will meet and discuss the development and/or possible cost sharing of any new communications and/or technological improvements that would be beneficial to both Parties.
- VIII. This Agreement may be renewed or extended for additional periods of three (3) years upon mutual agreement of the parties, pursuant to the following process:
- 1) If Township seeks an extension of the term of this Agreement it shall submit, in writing, a request to the City to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of original term.
 - 2) The City shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.
- IX. If this Agreement is extended for an additional three (3) year term pursuant to Section VIII hereunder, the City and Township shall mutually agree upon an updated payment amount.
- X. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.
- XI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.

- XII. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and executed in accordance with the laws of the State of Ohio.
- XIII. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of any of the parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

IN WITNESS WHEREOF, the City of Grove City and Prairie Township have set their hands by their authorized representatives the day and year first written above.

CITY OF GROVE CITY, OHIO

PRAIRIE TOWNSHIP, OHIO

Charles W. Boso, Jr.
City Administrator

Doug Stormont, Trustee

Ron Ball, Trustee

Steve Kennedy, Trustee

Approved as to form:

Approved as to form:

Stephen J. Smith, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the Township's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Dan McCardle, Fiscal Officer

5/24/17
Date

Date: 06/12/17
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Kelly
Approved: Mr. Schottke
Emergency: 30 Days: X
Current Expense:

No.: C-29-17
1st Reading: 06/19/17
Public Notice: 06/22/17
2nd Reading: 07/03/17
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-29-17

AN ORDINANCE TO INITIATE AMENDMENTS TO SECTIONS 2.04, 2.12, 2.13, 3.04, 3.05, 3.06, 3.07, 4.05, 5.02, 5.05, 5.06, 5.07, 5.14, 9.04, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, and 10.07 OF THE GROVE CITY CHARTER

WHEREAS, Section 9.04 of the City Charter pursuant to Article XVIII, Section 9 of the Ohio Constitution vests power in Council to initiate amendments to the City Charter; and

WHEREAS, a thirteen-member Charter Review Committee was appointed by City Council on May 02, 2016 and, thereafter, the Charter Review Committee commenced and completed a review of the Charter, determined that certain provisions of the Charter should be amended, and prepared and recommended proposed Charter amendments to City Council; and

WHEREAS, upon consideration of the recommendations of the Charter Review Committee, City Council has determined that it would be in the interest of the City and its citizens to submit the proposed Charter amendments to the City electorate; and

WHEREAS, a General State election will be held on November 7, 2017; and

WHEREAS, Council has determined that included in the General State Election on November 7, 2017, shall be the consideration of those amendments to Sections 2.04, 2.12, 2.13, 3.04, 3.05, 3.06, 3.07, 4.05, 5.02, 5.05, 5.06, 5.07, 5.14, 9.04, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06, and 10.07 of the City Charter and that such consideration is of immediate concern and should be provided for.

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

SECTION 1. The question of amending the Charter of the City of Grove City by the enactment of amendments to certain Sections of the Charter, as hereinafter specifically set forth, be submitted, as a single ballot question, to the qualified electors of the City at the Regular Municipal Election to be held on Tuesday, the 7th day of November, 2017, at the regular places and times of voting in the City:

A) To Enact the following proposed amendments to the Charter of the City of Grove City:

Shall Section 2.04 be amended as follows:

SECTION 2.04 SALARY.

Council members shall receive an annual salary ~~of two hundred forty dollars (\$240.00) during the first term to which they are elected and three hundred sixty dollars (\$360.00) for the second and any subsequent term, payable quarterly.~~ The Council may, by ordinance, provide a different rate of salary for Council members;

however, no increase in salary may be paid to any Council member during the term which he is serving at the time the increase is voted, and no ordinance providing for a salary increase may be declared an emergency ordinance. Such an ordinance shall be passed and published at least sixty days prior to a City election in order to be effective for the following term.

Shall Section 2.12 be amended as follows:

SECTION 2.12 EFFECTIVE DATE OF ORDINANCES.

Ordinances raising revenue, those making appropriations for current expenses shall go into effect upon passage, publication, and approval of the Mayor or the expiration of ten (10) days after ~~submission to the Mayor~~ approval of Council. Appropriation ordinances as described in Section 5.05 of this Charter shall not be subject to the veto power of the Mayor and shall take effect as described in Section 5.05 and Section 5.06 herein. Ordinances declared to be emergency ordinances by a 4/52/3rds vote of Council, shall go into effect upon passage, publication and approval of the Mayor or the expiration of ten (10) days after ~~submission to the Mayor~~ approval of Council.

All other ordinances shall go into effect thirty (30) days after publication in order to afford an opportunity for the filing of referendum petitions as provided by statute.

Shall Section 2.13 be amended as follows:

SECTION 2.13 ADOPTION OF ORDINANCES BY REFERENCE.

The Council may adopt standard ordinances and codes prepared and published by public or private agencies on such matters as fire prevention, building construction, electrical wiring, plumbing, heating, ventilating and air conditioning and other topics by reference to the date and source of the code without reproducing the same at length in the ordinance. In all such cases publication of the code, at length, by the City shall not be essential to its validity. ~~However, at least six copies of each~~ Such code(s) shall be kept at all times in the office of the Clerk for reference by interested persons, and ~~additional copies shall always be available for sale by the Clerk, at cost.~~

Shall Section 3.04 be amended as follows:

SECTION 3.04 SALARY.

The Mayor shall receive a salary of ~~two thousand four hundred (\$2,400) dollars~~ per annum, payable monthly, ~~on the last day of each month~~. The Council may, by ordinance, change this salary, but no increase may become effective until the beginning of the next term of office after its adoption. An ordinance making such a salary change shall not be declared an emergency ordinance, and it shall be passed and published at least sixty days prior to the day of the election in order to become effective with the term of the mayor elected at such election.

Shall Section 3.05 be amended as follows:

SECTION 3.05 POWERS AND DUTIES.

The Mayor shall be recognized as the chief executive of the City and as the judge to hear and determine misdemeanor cases arising under the City ordinances, as provided by State law, until another and different court for such purpose shall be provided by State legislative act. He shall attend all meetings of Council with the right to participate in debate, but not to vote. He shall appoint the members (except ex-officio members) of the Civil Service Commission, the City Planning Commission, the

Board of Zoning Appeals and the Park Board, as well as any other boards or commissions established by ordinance. He shall appoint (or delegate to his Administrative Assistant or to the heads of departments, boards and commissions, the appointment of) all City employees, subject to the provisions of this Charter and the State Civil Service Law applicable to city civil service. He shall transmit to the Council annually, on or before the first 20th day of July June the tax budget estimates of the City for ensuing calendar year. He shall likewise transmit to the Council on or before ~~December 1~~ November 15th of each year the proposed appropriation ordinance for the next calendar year. All administrative activities, other than those here enumerated, he shall delegate to a professional administrative assistant.

Shall Section 3.06 be amended as follows:

SECTION 3.06 ADMINISTRATIVE ASSISTANT.

The Mayor shall appoint, at a salary ~~fixed in the annual appropriation ordinance~~ within the salary range adopted by Council, an administrative assistant who shall under the supervision and direction of the Mayor serve as the full time administrative head of the City's operations. ~~Such assistant need not be a resident of the City at the time of his appointment, but if not, he shall become a resident within six months after entering upon his duties.~~ He shall be chosen solely on the basis of his executive and administrative qualifications in the profession of public management, as shown by the adequacy of his technical training and his successful experience in public administration. He shall have no fixed term of office, but shall serve at the pleasure of the Mayor.

Shall Section 3.07 be amended as follows:

SECTION 3.07 DUTIES OF ADMINISTRATIVE ASSISTANT.

The Administrative Assistant shall coordinate, supervise and direct; subject to the authority of the Mayor, and in conformity with this Charter, the ordinances of the City and State and national laws; all the administrative activities of the City except those expressly confided to other agencies by this Charter. Among other duties he shall:

- (1) Prepare the budget estimates and the appropriation ordinance annually and submit them to the Mayor for transmittal to the Council.
- (2) Prepare and submit annually a complete public report on the finances of the City and on the administrative activities of each department, board and commission for the preceding year (State of the City). This report shall be published ~~in a newspaper of general circulation in the City~~ on the City's website on or before ~~March 31~~ June 30.
- (3) Perform such other duties, not inconsistent with this Charter, as may be required by the Mayor or by ordinance.

Shall Section 4.05 be amended as follows;

SECTION 4.05 QUALIFICATIONS OF MEMBERS OF BOARDS AND COMMISSIONS.

The members appointed by the Mayor to ~~the several~~ any boards and or commissions created by this article shall be residents of the City and during their service on such boards or commissions, hold no other Municipal office or employment. Except as specifically provided in this Charter no person may serve simultaneously on two or more such boards or commissions. Such service shall be without compensation, unless and until such compensation may be provided by ordinance. Vacancies on such boards and commissions shall be filled by appointment by the Mayor for the unexpired term.

Shall Section 5.02 be amended as follows:

SECTION 5.02 PREPARATION OF TAX BUDGET.

The Mayor shall submit to Council, in accordance with the Laws of the State of Ohio, a budget estimate and an explanatory budget message on or before the twentieth day of June of each year for the fiscal year beginning on the first day of January following. For such purpose the Administrative Assistant to the Mayor shall obtain, at such date as he shall determine, from the head of each department, board or commission, plans for the work to be undertaken by each such agency during the ensuing fiscal year and estimates of the cost of personnel and material for doing such work, with complete justifications for each project, including all computations, and such other information as the Administrative Assistant may request. The City Planning Commission, in consultation with the organization units affected shall prepare estimates of needed capital outlays, indicating its judgment as to priorities among the projects proposed. The Department of Finance shall furnish statements of balances available for appropriation and estimates of probable revenue from existing sources, and when requested by the Administrative Assistant shall make estimates of probable yield from new sources of revenue. It shall also prepare expenditure estimates for debt service and other fixed items, including matured judgments. From the information thus assembled the Administrative Assistant shall prepare and furnish to the Mayor a consolidated budget estimate for the City's operations during the ensuing fiscal year, revising and adjusting the work programs and departmental estimates as required in order to produce a balanced budget.

Shall Section 5.05 be amended as follows:

SECTION 5.05 APPROPRIATION ORDINANCE.

The Mayor, ~~Administrative Assistant to the Mayor,~~ with the assistance of the Administrative Assistant and Director of Finance, shall prepare the annual appropriation ordinance, based upon the work program of the City and the official certificate of estimated resources, received from the County Budget Commission, and deliver it to the Mayor on or before the first day of December of each year. The Mayor shall forward the annual appropriation ordinance to the Council, with such comments and explanations, in writing, as he may desire, not later than ~~December 7~~ November 15. The Council shall cause at least 5 days' public notice to be given of the meeting at which it proposes to consider and adopt the ordinance and at that time shall afford interested citizens an opportunity to be heard, after which the ordinance shall be adopted, with or without amendments. If amendments are made which increase authorized expenditures beyond estimated revenues, Council shall provide the additional revenue necessary to produce a balanced budget. The appropriation ordinance shall be adopted not later than December 24, and shall take effect on January 1 following. If the appropriation ordinance is not adopted by this date, it shall be deemed to have been adopted as submitted by the Mayor.

Shall Section 5.06 be removed in its entirety:

SECTION 5.06 — EFFECT OF APPROPRIATION.

Upon adoption of the appropriation ordinance a copy thereof, certified as correct by the Mayor and Clerk, shall be filed with the Director of Finance who shall thereupon open a ledger account for each item thereof against which allotments may be made, as provided in the following section. Copies shall also be supplied to the head of each department, board or commission in the City government and as otherwise provided by law. (Amended 11-2-82)

Shall Section 5.07 be removed in its entirety:

SECTION 5.07 — ALLOTMENTS.

~~The appropriations made for debt service and other fixed charges shall become available for expenditure upon the filing of the certified copy of the appropriation ordinance with the Director of Finance. Appropriations for capital outlays for construction shall become available in two stages: (1) not more than ten per cent of each item shall be available for preparation of detailed plans and specifications, upon the filing of a certified copy of the appropriation ordinance with the Director of Finance; (2) the remaining ninety per cent shall become available for encumbrance upon approval of the plans and specifications by the Council, after report thereon by the Mayor. Appropriations for the current operation of the organization units of the City government shall become available for encumbrance only when allotted by the Mayor, or by his Administrative Assistant when the latter has been charged by the Mayor with such duty, based on currently valid work plans for each agency submitted at least five days before the end of each calendar quarter for the succeeding quarter. These allotments shall be filed with the Director of Finance on or before the first day of each quarter and shall authorize the Director of Finance to accept from the organization units involved, purchase orders, contracts and payrolls for encumbrance and payment to an aggregate amount not exceeding the quarterly allotment. The total annual allotment to any agency may not exceed the total appropriated to such agency for the current fiscal year. Any unallotted balance of an appropriation and any unencumbered balance of any allotment shall lapse at the end of the fiscal year at any time during the fiscal year, upon showing of necessity by the organization unit or on his own motion, the Mayor may increase, reduce or revise allotments during the course of any budget quarter, advising the Director of Finance of such action. If at any time during the budget year, the Mayor shall determine that the income for the year will not be at least equal to the estimates upon which the appropriations were made, he shall reconsider all work programs and allotments and recommend to Council that they be revised to prevent expenditures in excess of income. The Council may, after a public hearing held pursuant to a five day notice thereof, revise such items. If revenues exceed estimates the Council may, after a similar public hearing, adopt additional appropriations to finance additional work programs whose total cost will not exceed available funds.~~

Shall Section 5.14 be amended as follows:

SECTION 5.14 COMPETITIVE BIDDING.

~~Purchases of goods and services of supplies, materials, equipment and printing for the City shall be made pursuant to specifications through open competitive bidding under such rules, consistent with this Charter as the Council may establish by ordinance. Formal advertising, bidding and public opening and tabulation of bids shall be required for all purchases with estimated cost exceeding the limitations provided for by State law.~~

Shall Section 9.04 be amended as follows:

SECTION 9.04 AMENDMENTS TO THE CHARTER.

Any section of this Charter may be amended as provided in Article XVIII Section 9 of the Ohio Constitution, by submission of proposed amendments to the electors of the Municipality. Such amendments may be initiated either by a two-thirds vote of the Council or by petition to the Council of ten per cent of the electors. *In the year 2031 and every ten years thereafter, a Charter Review Committee shall be formed consisting of two members appointed by each ward Council Member, two appointed by the at-large Council Members, and three appointed by the Mayor. The Committee*

shall submit a report to Council within a twelve-month period.

Shall Section 10.01 be removed in its entirety:

~~SECTION 10.01 — FISCAL SUCCESSION.~~

~~— The City of Grove City, under this Charter, is hereby declared to be the only legal successor of the Village of Grove City under the general law and as such the City has title to all property real and personal, owned by its predecessor including all monies on deposit and all taxes in the process of collection together with all accounts receivable and rights of action. The City also is liable for all outstanding orders, contracts and debts of its predecessor and for any other obligations for which it may be liable, as such successor, by any court of competent jurisdiction.~~

Shall Section 10.02 be removed in its entirety:

~~SECTION 10.02 — CONTINUATION OF ORDINANCES.~~

~~— All ordinances of the Village of Grove City in effect at the time of the adoption of this Charter, shall remain in effect, except as superseded by the provision of this Charter, until they are amended or repealed.~~

Shall Section 10.03 be removed in its entirety:

~~SECTION 10.03 — CONTINUATION OF OFFICERS.~~

~~— All persons holding office at the time this Charter takes effect shall continue in office and in the performance of their duties until provision shall have been made, in conformity with the Charter, for the performance of such duties by a successor, or the office is abolished.~~

Shall Section 10.04 be removed in its entirety:

~~SECTION 10.04 — CONTINUANCE OF EMPLOYEES.~~

~~— Every employee of the Village government when this Charter takes effect, shall be retained in his employment and shall thereafter be subject in all respects to the provisions of this Charter.~~

Shall Section 10.05 be removed in its entirety:

~~SECTION 10.05 — TRANSFER OF RECORDS AND PROPERTY.~~

~~— All public records and property in the custody of officers and employees of the Village shall be transferred and delivered promptly to their successors when these have been designated by ordinances passed by the Council under this Charter.~~

Shall Section 10.06 be removed in its entirety:

~~SECTION 10.06 — CONTINUANCE OF CONTRACTS AND PUBLIC IMPROVEMENTS.~~

~~— All contracts entered into by the Village or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws existing at the time this Charter takes effect shall be completed, as nearly as practicable, under the provisions of such laws.~~

Shall Section 10.07 be removed in its entirety:

~~SECTION 10.07 — PENDING ACTIONS AND PROCEEDINGS.~~

~~— No action or proceeding, civil or criminal, pending at the time when this Charter shall take effect, brought by or against the City or any office, agency or officer thereof, shall be abated or affected by anything herein contained, but all such actions~~

~~shall be prosecuted or defended under the laws in effect when they were filed.~~

SECTION 2. That the ballot for said election shall conform to the election laws of the State of Ohio, and shall: (1) be entitled "Proposed Charter Amendments - City of Grove City;" (2) contain a statement that a majority affirmative vote is necessary for passage and approval of the amendment of the Sections as proposed herein; and (3) state the question to be submitted to the electorate of the City in condensed text form.

SECTION 3. That the Director of Law be and he is hereby authorized and directed to make such arrangements with the Board of Elections of Franklin County as are necessary for giving notice of said election and for placing the question on the ballot, and for printing the text of the proposed amendments for posting at polling places.

SECTION 4. That the Clerk of Council be and she hereby is directed to certify a copy of this Ordinance to the Board of Elections of Franklin County and to publish the full text of the proposed Charter amendments as provided in Section 731.211 of the Ohio Revised Code.

SECTION 5. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/12/17
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Kelly
Approved: Mr. Schottke
Emergency: 30 Days: X
Current Expense:

No.: C-30-17
1st Reading: 06/19/17
Public Notice: 06/22/17
2nd Reading: 07/03/17
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-30-17

AN ORDINANCE TO INITIATE AMENDMENTS TO SECTIONS 2.10, 2.11 and 5.03 OF THE GROVE CITY CHARTER

WHEREAS, Section 9.04 of the City Charter pursuant to Article XVIII, Section 9 of the Ohio Constitution vests power in Council to initiate amendments to the City Charter; and

WHEREAS, a thirteen-member Charter Review Committee was appointed by City Council on May 02, 2016 and, thereafter, the Charter Review Committee commenced and completed a review of the Charter, determined that certain provisions of the Charter should be amended, and prepared and recommended proposed Charter amendments to City Council; and

WHEREAS, upon consideration of the recommendations of the Charter Review Committee, City Council has determined that it would be in the interest of the City and its citizens to submit the proposed Charter amendments to the City electorate; and

WHEREAS, a General State election will be held on November 7, 2017; and

WHEREAS, Council has determined that included in the General State Election on November 7, 2017, shall be the consideration of those amendments to Sections 2.10, 2.11 and 5.03 of the City Charter and that such consideration is of immediate concern and should be provided for.

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

SECTION 1. The question of amending the Charter of the City of Grove City by the enactment of amendments to certain Sections of the Charter, as hereinafter specifically set forth, be submitted, as a single ballot question, to the qualified electors of the City at the Regular Municipal Election to be held on Tuesday, the 7th day of November, 2017, at the regular places and times of voting in the City:

A) To Enact the following proposed amendments to the Charter of the City of Grove City:

Shall Section 2.10 be amended as follows:

SECTION 2.10 ORDINANCES.

Every action of the Council establishing any offense and providing for the imposition of any penalty, or providing for the levy of any tax or assessment or for the expenditure of any public funds or for the contracting of any indebtedness, as well as all actions required by this Charter to be taken by ordinance, shall be taken formally in the following manner. Each proposed ordinance shall be introduced in writing and shall contain a title, an opening clause "Be it ordained by the Council of Grove City,

Ohio" and a body in which there shall be set forth at length the action to be taken and the classes of persons to be affected thereby. Each ordinance shall contain but one subject which shall be clearly set forth in its title. If the Council does not reject the ordinance at the time of its introduction, it shall be given a first reading, ~~at length,~~ and shall lie over for at least seven days, or until the next regular meeting of the Council, unless this waiting period is waived by a vote of two-thirds of all the members of the Council, in an emergency. In this interval, and not less than five days before the second reading of the ordinance, the Clerk shall cause to be published, ~~in a newspaper of general circulation in the City,~~ a summary of the contents of the proposed ordinance, prepared by the Director of Law, and a notice of the time and place of the Council meeting at which it will be next considered, inviting interested citizens to be present and to express their opinions thereon. At the time and place so advertised, the Council shall convene, the ordinance shall be given a second reading and any persons present who desire to be heard for or against its adoption shall be heard, under such rules as the Council may provide for the purpose. Written arguments and briefs for or against the proposed ordinance may also be filed at the hearing, or thereafter, by leave of Council. After the hearing (or immediately after first reading if the waiting period is waived by a two-thirds vote) the Council shall vote on whether or not the ordinance shall be adopted, with or without amendments, or rejected. A favorable vote of ~~three~~ a majority of the members of Council shall be necessary to adopt an ordinance. Final passage shall be attested by the President of Council, and the Clerk. Such action of Council shall be subject to approval or disapproval by the Mayor and in the event that the Mayor disapproves such action, Council may override the Mayor by a two-thirds-vote of all the members of Council. The Mayor shall exercise his power of veto within ten (10) days after such ordinance ~~or resolution is submitted to him for approval~~ approved by Council. In the event that the Mayor does not exercise his veto power, such ordinances shall take effect by computing from day of ~~submission to the Mayor~~ Council approval.

Shall Section 2.11 be amended as follows:

SECTION 2.11 PUBLICATION OF ORDINANCES.

After passage of an ordinance, public notice thereof shall be published, by summary only, ~~one time, in a newspaper of general circulation in the City~~ for ten days on the City's website. Such summary shall consist of a brief statement of the purpose and effect of the ordinance. A copy of the full text of the ordinance shall be posted for not less than ten (10) days after passage in a public place in the City Hall Building, ~~to be designated by Council~~.

Shall Section 5.03 be amended as follows:

SECTION 5.03 PUBLIC HEARING ON ESTIMATES.

Upon receipt of the budget estimates from the Mayor, the Council shall consider and approve them, with or without amendments, and forward them to the County Budget Commission on or before the twentieth day of July. It shall likewise cause at least two copies of the estimates to be filed in the office of the Director of Finance of the City for public inspection not less than ten days before the date fixed for Council consideration, which shall be not later than July 15 and at least one public hearing thereon shall be held, before the Council, of which public notice shall be ~~given by one publication in a newspaper of general circulation in the City~~ published on the City's website not less than ten days prior to such hearing.

SECTION 2. That the ballot for said election shall conform to the election laws of the State of Ohio, and shall: (1) be entitled "Proposed Charter Amendments - City of Grove City;" (2) contain a statement that a majority affirmative vote is necessary for passage and approval of the amendment of the Sections as proposed herein; and (3) state the question to be submitted to the electorate of the City in condensed text form.

SECTION 3. That the Director of Law be and he is hereby authorized and directed to make such arrangements with the Board of Elections of Franklin County as are necessary for giving notice of said election and for placing the question on the ballot, and for printing the text of the proposed amendments for posting at polling places.

SECTION 4. That the Clerk of Council be and she hereby is directed to certify a copy of this Ordinance to the Board of Elections of Franklin County and to publish the full text of the proposed Charter amendments as provided in Section 731.211 of the Ohio Revised Code.

SECTION 5. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/12/17
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Kelly
Approved: Mr. Schottke
Emergency: 30 Days: X
Current Expense:

No.: C-31-17
1st Reading: 06/19/17
Public Notice: 06/22/17
2nd Reading: 07/03/17
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-31-17

AN ORDINANCE TO INITIATE AMENDMENTS TO SECTIONS 2.15 and 4.01 OF THE GROVE CITY CHARTER CONCERNING PLANNING COMMISSION AND RESOLUTIONS

WHEREAS, Section 9.04 of the City Charter pursuant to Article XVIII, Section 9 of the Ohio Constitution vests power in Council to initiate amendments to the City Charter; and

WHEREAS, a thirteen-member Charter Review Committee was appointed by City Council on May 02, 2016 and, thereafter, the Charter Review Committee commenced and completed a review of the Charter, determined that certain provisions of the Charter should be amended, and prepared and recommended proposed Charter amendments to City Council; and

WHEREAS, upon consideration of the recommendations of the Charter Review Committee, City Council has determined that it would be in the interest of the City and its citizens to submit the proposed Charter amendments to the City electorate; and

WHEREAS, a General State election will be held on November 7, 2017; and

WHEREAS, Council has determined that included in the General State Election on November 7, 2017, shall be the consideration of an amendment to Section 2.15 and to Section 4.01 of the City Charter, and that such consideration is of immediate concern and should be provided for.

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

SECTION 1. The question of amending the Charter of the City of Grove City by the enactment of amendments to certain Sections of the Charter, as hereinafter specifically set forth, be submitted, as a single ballot question, to the qualified electors of the City at the Regular Municipal Election to be held on Tuesday, the 7th day of November, 2017, at the regular places and times of voting in the City:

A) To Enact the following proposed amendments to the Charter of the City of Grove City:

Shall Section 2.15 be amended as follows:

SECTION 2.15 RESOLUTIONS.

Action by Council which is not required by this Charter to be by ordinance, and which is not of general public application or interest, may be taken by resolution. Such a resolution shall be introduced in writing, by a member of Council, and may be adopted by voice vote of a majority of a quorum "Council". No waiting period, notice or publication shall be required and a resolution shall become effective on its adoption and not subject to veto. However, the Clerk of Council shall record resolutions in a

separate book, which shall be a public record.

Shall Section 4.01 be amended as follows:

SECTION 4.01 CITY PLANNING COMMISSION.

There shall be a five-member City Planning Commission consisting of the Mayor and four (4) citizen members appointed to four-year overlapping terms. Unless otherwise provided by Council, this Commission shall have all the power and authority conferred upon such commissions by general State law and shall conduct its affairs in a manner provided by such State law.

SECTION 2. That the ballot for said election shall conform to the election laws of the State of Ohio, and shall: (1) be entitled "Proposed Charter Amendments - City of Grove City;" (2) contain a statement that a majority affirmative vote is necessary for passage and approval of the amendment of the Sections as proposed herein; and (3) state the question to be submitted to the electorate of the City in condensed text form.

SECTION 3. That the Director of Law be and he is hereby authorized and directed to make such arrangements with the Board of Elections of Franklin County as are necessary for giving notice of said election and for placing the question on the ballot, and for printing the text of the proposed amendments for posting at polling places.

SECTION 4. That the Clerk of Council be and she hereby is directed to certify a copy of this Ordinance to the Board of Elections of Franklin County and to publish the full text of the proposed Charter amendments as provided in Section 731.211 of the Ohio Revised Code.

SECTION 5. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/12/17
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Kelly
Approved: Mr. Schottke
Emergency: 30 Days: X
Current Expense:

No.: C-32-17
1st Reading: 06/19/17
Public Notice: 06/22/17
2nd Reading: 07/03/17
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-32-17

AN ORDINANCE TO INITIATE AN AMENDMENT TO SECTION 2.05 OF THE GROVE CITY CHARTER TITLED BEGINNING OF TERM, MEETINGS, OFFICERS

WHEREAS, Section 9.04 of the City Charter pursuant to Article XVIII, Section 9 of the Ohio Constitution vests power in Council to initiate amendments to the City Charter; and

WHEREAS, a thirteen-member Charter Review Committee was appointed by City Council on May 02, 2016 and, thereafter, the Charter Review Committee commenced and completed a review of the Charter, determined that certain provisions of the Charter should be amended, and prepared and recommended proposed Charter amendments to City Council; and

WHEREAS, upon consideration of the recommendations of the Charter Review Committee, City Council has determined that it would be in the interest of the City and its citizens to submit the proposed Charter amendments to the City electorate; and

WHEREAS, a General State election will be held on November 7, 2017; and

WHEREAS, Council has determined that included in the General State Election on November 7, 2017, shall be the consideration of an amendment to Section 2.05 of the City Charter to add the following:

All meetings of the Council shall be open to the public "except for those exemptions set forth in the Ohio Revised Code and approved by 2/3rds vote of all of the members of Council"

and that such consideration is of immediate concern and should be provided for.

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

SECTION 1. The question of amending the Charter of the City of Grove City by the enactment of amendments to certain Sections of the Charter, as hereinafter specifically set forth, be submitted, as a single ballot question, to the qualified electors of the City at the Regular Municipal Election to be held on Tuesday, the 7th day of November, 2017, at the regular places and times of voting in the City:

A) To Enact the following proposed amendments to the Charter of the City of Grove City:

Shall Section 2.05 be amended as follows:

SECTION 2.05 BEGINNING OF TERM, MEETINGS, OFFICERS.

All elected City officials shall take office on the second day of January

following regular Municipal election. Newly elected members shall take the oath of office and the Council shall elect from its own number a president of Council to preside over its sessions and to serve as mayor in the event of the latter's death or disability. The Council shall also elect at its organization meeting, a clerk, who shall perform such duties as the Council may prescribe and shall receive such compensation for his services as may be provided by ordinance. The Clerk shall not be a member of the Council. Thereafter meetings shall be held regularly at a time prescribed by the Council rules, but not less frequently than once each month. All meetings of the Council shall be open to the public except for those exemptions set forth in the Ohio Revised Code and approved by two-thirds vote of all of the members of Council.

SECTION 2. That the ballot for said election shall conform to the election laws of the State of Ohio, and shall: (1) be entitled "Proposed Charter Amendments - City of Grove City;" (2) contain a statement that a majority affirmative vote is necessary for passage and approval of the amendment of the Sections as proposed herein; and (3) state the question to be submitted to the electorate of the City in condensed text form.

SECTION 3. That the Director of Law be and he is hereby authorized and directed to make such arrangements with the Board of Elections of Franklin County as are necessary for giving notice of said election and for placing the question on the ballot, and for printing the text of the proposed amendments for posting at polling places.

SECTION 4. That the Clerk of Council be and she hereby is directed to certify a copy of this Ordinance to the Board of Elections of Franklin County and to publish the full text of the proposed Charter amendments as provided in Section 731.211 of the Ohio Revised Code.

SECTION 5. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/12/17
Introduced By: Mr. Berry
Committee: Service
Originated By: Ms. Kelly
Approved: Mr. Schottke
Emergency: 30 Days: X
Current Expense:

No.: C-33-17
1st Reading: 06/19/17
Public Notice: 06/22/17
2nd Reading: 07/03/17
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-33-17

AN ORDINANCE TO INITIATE AMENDMENTS TO SECTIONS 2.01, 2.02, 7.03 and 10.10 OF THE GROVE CITY CHARTER

WHEREAS, Section 9.04 of the City Charter pursuant to Article XVIII, Section 9 of the Ohio Constitution vests power in Council to initiate amendments to the City Charter; and

WHEREAS, a thirteen-member Charter Review Committee was appointed by City Council on May 02, 2016 and, thereafter, the Charter Review Committee commenced and completed a review of the Charter, determined that certain provisions of the Charter should be amended, and prepared and recommended proposed Charter amendments to City Council; and

WHEREAS, upon consideration of the recommendations of the Charter Review Committee, City Council has determined that it would be in the interest of the City and its citizens to submit the proposed Charter amendments to the City electorate; and

WHEREAS, a General State election will be held on November 7, 2017; and

WHEREAS, Council has determined that included in the General State Election on November 7, 2017, shall be the consideration of those amendments to Sections 2.01, 2.02, 7.03 and 10.10 of the City Charter and that such consideration is of immediate concern and should be provided for.

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

SECTION 1. The question of amending the Charter of the City of Grove City by the enactment of amendments to certain Sections of the Charter, as hereinafter specifically set forth, be submitted, as a single ballot question, to the qualified electors of the City at the Regular Municipal Election to be held on Tuesday, the 7th day of November, 2017, at the regular places and times of voting in the City:

A) To Enact the following proposed amendments to the Charter of the City of Grove City:

Shall Section 2.01 be amended as follows:

SECTION 2.01 NUMBER, SELECTION AND TERM.

The Council shall consist of ~~five~~ seven (§ 7) members. Each ward shall elect one (1) resident member for a four-year term ~~with two (2) members elected each biennium. One~~ Two (4 2) members all be elected at-large for a ~~two~~ four-year term with one seat being elected in the opposite election of the Mayor.

Shall Section 2.02 be amended as follows:

SECTION 2.02 QUALIFICATIONS.

Any qualified elector who has been a resident of the City or of territory annexed thereto for a period of at least one year prior to the filing of his petition for election to the office of councilman, who is not the occupant of an incompatible office, shall be eligible to serve as a member of the Council. A council member who ceases to be a qualified resident elector or who accepts and enters upon the performance of the duties of an incompatible office shall automatically vacate his office on the Council. A Council Member elected by a Ward who ceases to reside in that Ward, shall be deemed to vacate their office on the Council unless redistricting of the Wards causes the change.

Shall Section 7.03 be amended as follows:

SECTION 7.03 WARDS.

The area of the City shall be divided into ~~four~~ five (4 5) wards, to be numbered from one to four inclusive. The Council shall divide the City into the ~~four~~ five (4 5) wards by ordinance and in 1992 and every ten (10) years thereafter, Council shall review, and if there is a difference in population between the largest ward and the smallest ward of forty percent (40%) or greater, Council shall redistrict the wards to four (4) wards within twenty percent (20%) of equality as to population.

Territory annexed to the City may be added to one or more of the ~~four~~ five (4 5) wards by ordinance; in such a manner as to include within each ward a substantially equal number of registered voters.

Shall Section 10.10 be added as follows:

SECTION 10.10 TERMS AND ADDITION OF TWO COUNCIL MEMBERS

The Council At-Large seat shall transition to a four (4) year term beginning with the 2021 election. The addition of an additional Council At-Large seat shall occur with the 2023 election. The addition of a Ward 5 Council Member shall first occur with the election in 2023 for a two (2) year term, then in 2025 for a full four (4) year term.

SECTION 2. That the ballot for said election shall conform to the election laws of the State of Ohio, and shall: (1) be entitled "Proposed Charter Amendments - City of Grove City;" (2) contain a statement that a majority affirmative vote is necessary for passage and approval of the amendment of the Sections as proposed herein; and (3) state the question to be submitted to the electorate of the City in condensed text form.

SECTION 3. That the Director of Law be and he is hereby authorized and directed to make such arrangements with the Board of Elections of Franklin County as are necessary for giving notice of said election and for placing the question on the ballot, and for printing the text of the proposed amendments for posting at polling places.

SECTION 4. That the Clerk of Council be and she hereby is directed to certify a copy of this Ordinance to the Board of Elections of Franklin County and to publish the full text of the proposed Charter amendments as provided in Section 731.211 of the Ohio Revised Code.

SECTION 5. This ordinance shall take effect at the earliest opportunity allowed by law.

Roby Schottke, President of Council

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

No.: C-34-17
1st Reading: 06/19/17
Public Notice: 06/22/17
2nd Reading: 07/03/17
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-34-17

AN ORDINANCE TO APPROVE THE USE FOR MICROBLADING FOR BB NAIL SALON & SPA LOCATED AT 4184 BUCKEYE PARKWAY

WHEREAS, BB Nail Salon & Spa, applicant, has submitted a request for the allowable Use of Microblading, as provided for in Section 1135.09; and

WHEREAS, on June 06, 2017, the Planning Commission of the City of Grove City recommended the approval of this Use at this location, with the stipulation that:

1. The Use shall be limited to microblading only.

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

SECTION 1. The Use of Microblading for BB Salon & Spa located at 4184 Buckeye Parkway 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.

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 6-27-17
Introduced By: Mr. Bennett
Committee: Lands
Originated By: Mr. Smith
Approved: Mr. Boso
Emergency: 30 Days: X
Current Expense: _____

No.: C-37-17
1st Reading: 07/06/17
Public Notice: 07/07/17
2nd Reading: 07/17/17
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C- 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