

**GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA**

July 02, 2018

6:30 - Caucus

7:00 - Reg. Meet.

Presentations:

LANDS: Mr. Schottke

Ordinance C-38-18 Approve a Special Use Permit for a Drive-thru for KFC located South of State Route 665 and East of Rings Avenue. Second reading and public hearing.

SERVICE: Mr. Berry

Ordinance C-41-18 Authorize the City Administrator to enter into an Encroachment Agreement with CSX Transportation, Inc. for the Use and Maintenance of a Sewer Line under the Railroad Tracks. Second reading and public hearing.

Ordinance C-42 -18 Enact Chapter 909 of the Codified Ordinances titled Small Cell Facilities and Wireless Support Structures within the Right-Of-Way. Emergency

FINANCE: Mr. Davis

Resolution CR-30-18 Approve an extension of the 2016 and 2017 Financial Audits from the Grove City Town Center, Inc.

Resolution CR-31-18 Approve the Budget Estimates for the Fiscal year of 2019.

ON FILE: Minutes of: 6/04 Council Meeting; 6/5 Planning Commission

Date: 06/12/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Sponsor: _____
Emergency: 30 Days: X
Current Expense: _____

No.: C-38-18
1st Reading: 06/18/18
Public Notice: 6/19/18
2nd Reading: 07/02/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-38-18

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT FOR A DRIVE-THRU WINDOW FOR KFC LOCATED SOUTH OF S.R.665 AND EAST OF RINGS AVENUE

WHEREAS, KFC-Grove City, Ohio, applicant, has submitted a request for a Special Use Permit for a Drive-Thru Window located South of State Route 665 and East of Rings Avenue; and

WHEREAS, on June 05, 2018, the Planning Commission of the City of Grove City recommended the approval of a Special Use Permit at this location, as submitted.

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

SECTION 1. A Special Use Permit, under Section 1135.09b(12)A1j is hereby issued to KFC – Grove City, Ohio, located South of S.R. 665 and East of Rings Avenue.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/12/18
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Boso
Sponsor: Mr. Davis
Emergency: 30 Days: X
Current Expense: _____

No.: C-41-18
1st Reading: 06/18/18
Public Notice: 06/19/18
2nd Reading: 07/02/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-41-18

AN ORDINANCE TO AUTHORIZE THE CITY ADMINISTRATOR TO ENTER INTO AN ENCROACHMENT AGREEMENT WITH CSX TRANSPORTATION, INC. FOR THE USE AND MAINTENANCE OF A SEWER LINE UNDER THE RAIL ROAD TRACKS

WHEREAS, on April 06, 2015, Council enacted Resolution CR-16-15 which approved the preliminary development plan for Beulah Park; and

WHEREAS, on December 4, 2017, Council enacted Resolution CR-49-17 which approved a preliminary development plan for the Beulah Park property; and

WHEREAS, on May 7, 2018, Council enacted Ordinance C-24-18 which approved the rezoning of the Beulah Park property to PUD-R and PUD-C; and

WHEREAS, to provide services to the Beulah Park property, it is necessary to construct a sewer line that will cross under the railroad tracks; and

WHEREAS, this Agreement authorizes the encroachment of the sewer line and allows it to be used and maintained under the railroad tracks.

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

SECTION 1. City Council hereby authorizes the City Administrator to execute an Agreement with CSX Transportation, Inc. for the use and maintenance of a sewer line the terms and conditions set forth in Exhibit A.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-41-18

AGREEMENT NO. CSX8580570

Exhibit A

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of April 12, 2018, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF GROVE CITY, a municipal corporation, political subdivision or state agency, under the laws of the State of Ohio, whose mailing address is 4035 Broadway, Grove City, Ohio 43123, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee has contracted to acquire or accept dedication of a certain facilities to be built by a private party ("Prior Licensee") under CSX845954, with this Agreement to come into effect only upon such conveyance or dedication; and

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) eighteen inch (18") diameter sub-grade pipeline crossing, solely for the conveyance of raw/treated sewage, located at or near Grove City, Franklin County, Ohio, Milepost BR-108.83, Latitude N39:53:21.83, Longitude W83:05:25.78;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

WHEREAS, Licensor is agreeable to such conveyance or dedication, and to the continued maintenance and use, of the Facilities, upon certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of ZERO AND 00/100 U.S. DOLLARS (\$0.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from CSXT, or when applicable, an official field representative of CSXT permitted to approve changes, authorizing the necessary field changes and Licensee shall provide CSXT with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event

future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licenser; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licenser, Railroad Protective Liability (RPL) Insurance, naming Licenser, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licenser prior to commencement of such construction or demolition. Licenser reserves the right to demand higher limits.

(B) At Licenser's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licenser, at Licenser's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licenser's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licenser's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licenser.

11.2 If Licenser deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licenser or others on Licenser's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licenser shall have the right to do so at the expense of Licensee, but Licenser shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: : 614-277-3000.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of

Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensors expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensors underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensors, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensors for any loss, cost or expense Licensors may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensors occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensors title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensors does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensors in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensors to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensors, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensors under any other facts or rights, Licensors merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensors continues its own occupation, use or control. Licensors does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensors in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensors existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensors for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensors title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have

no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

19. RIDERS:

19.1 The following Rider(s) is/are herewith attached and included herein:

☒ Telecommunication Cable or Fiber Optic Line

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF GROVE CITY

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER

This Rider is and shall be a part of Agreement No. CSX858057, and is incorporated therein.

1. No construction of any type pursuant or related in any way to this Agreement shall be commenced by Licensee, or by any agent, representative, contractor, subcontractor of Licensee, without Licensee first giving at least thirty (30) days written notice to the following Parallel Cable Occupier(s):

("Verizon") ATTN:
Mr. Dean Boyers
Verizon Business
Wireline Network Ops & Eng
400 International Pkwy, Room N/A
Richardson, TX USA 75081
Phone No. (469) 886-4238 (Work)
or dean.boyers@verizon.com

(NOTE: WRITTEN NOTICE TO VERIZON IS ALSO REQUIRED)

2. The notice shall be accompanied by drawing(s) showing the general plan, elevation, details and methods of Licensee's proposed construction, and the location of Occupier(s)' cable or facilities in relation to Licensee's proposed construction.

3. Prior to any construction, Licensee must locate and identify, any existing cable, wire or fiber optic line (including any appurtenances thereto) of said cable occupier(s) traversing or located in, on, or immediately adjacent to the proposed Crossing, at Licensee's sole risk.

4. Any changes, alteration, relocation or protection of wire(s), cable(s) or facilities of such Occupier(s), required by said Occupier(s), shall be at Licensee's sole expense except as otherwise negotiated between Licensee and said Occupier(s).

5. Licensee shall be solely responsible and liable for any damage to (e.g., cutting, dislocating, etc.) said wire(s) or cable(s), and appurtenances thereto, resulting in any way from Licensee's exercise of rights or privileges under this Agreement.

6. Licensee shall defend, indemnify and hold Licensor harmless from any such damage claims and any relocation or protection costs of said Occupier(s).

Date: 06/26/18
Introduced By: Mr. Berry
Committee: Service
Originated By: Mr. Smith
Sponsor Mr. Berry
Emergency: X 30 Days:
Current Expense:

No.: C-42-18
1st Reading: 07/02/18
Public Notice: 07/03/18
2nd Reading: 0 / /18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-42-18

AN ORDINANCE TO ENACT CHAPTER 909 OF THE CODIFIED ORDINANCES TITLED SMALL CELL FACILITIES AND WIRELESS SUPPORT STRUCTURES WITHIN THE RIGHT-OF-WAY AND DECLARING AN EMERGENCY

WHEREAS, in December 2016 the Ohio legislature enacted a law that would allow companies to build technology infrastructure in public rights-of-way with minimal opportunity for local governments to consent to or regulate the build-out; and

WHEREAS, the law was challenged and ultimately struck down under the single-subject rule; and

WHEREAS, while the law being challenged, several municipalities, including Grove City, worked with the telecommunications industry to draft a compromise bill; and

WHEREAS, the compromise Bill, H.B. 478, which amended Chapter 4939 of the Ohio Revised Code, was enacted by the legislature and signed by the Governor on May 2, 2018; and

WHEREAS, H.B. 478 goes into effect on August 1, 2018; and

WHEREAS, Ohio Revised Code Chapter 4939 as amended gives municipalities the ability to regulate the placement and appearance of small cell technology equipment – such as antennas, boxes and wires – that telecommunications companies seek to attach to traffic lights, utility poles, street signs, and other public infrastructure to provide connectivity for cell phones and other wireless devices; and

WHEREAS, an emergency exists for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the immediate need to establish rules and regulations for small cell facilities prior to the effective date of H.B. 478.

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

SECTION 1. Chapter 909 is hereby enacted as shown in Exhibit “A”, attached hereto and made a part hereof.

SECTION 2. For reasons stated in the preamble this ordinance is hereby declared an emergency measure and shall go into immediate effect.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

CHAPTER 909
Small Cell Facilities and Wireless
Support Structures within the Right-of-Way

909.01 Purpose and Intent	909.06 Small Cell Design Guidelines
909.02 Applicability	909.07 Standard Conditions of Permit Approval
909.03 Definitions	909.08 Safety Requirements
909.04 Application Required	909.09 Recovery of Costs
909.05 Application Review Timeframes & Process	909.10 Severability

CROSS REFERENCES

Regulations – see ORC Chapter 4939

909.01 PURPOSE AND INTENT

(a) The purpose of this chapter is to establish general procedures and standards, consistent with all applicable federal and state laws and local, for the siting, construction, installation, collocation, modification, operation, and removal of small cell facilities and wireless support structures in the right-of-way.

(b) The intent of this chapter is to:

- (1) Establish basic criteria for applications to locate small cell facilities and wireless support structures in the right-of-way and authorize the City Administrator or his or her designee to develop, publish, and from time to time amend applications and other associated materials to provide clear guidance to applicants;
- (2) Ensure that small cell facilities and wireless support structures are carefully designed, constructed, modified, maintained, and removed when no longer in use in conformance with all applicable health and safety regulations;
- (3) Preserve the character of the City of Grove City by minimizing the potentially adverse visual impact of small cell facilities and wireless support structures through careful design, siting, landscaping and camouflaging techniques to blend these facilities into their environment to the maximum extent practicable;
- (4) Enhance the ability of wireless communications carriers to deploy small cell facilities and wireless support structures in the city quickly, effectively, and efficiently so that residents, businesses, and visitors benefit from ubiquitous and robust wireless service availability;
- (5) Establish an application process and structure for payment of fees and charges to be uniformly applied to all applicants, operators and owners of small cell facilities and wireless support structures for such facilities;
- (6) Comply with, and not conflict with or preempt, all applicable state and federal laws, including without limitation Section 101(a) and Section 704 of the Telecommunications Act, Pub. L. 104-104, 101 Stats. 56, 70 (Feb. 8, 1996) (codified as 47 U.S.C. §§ 253(a), 332(c)(7)), as may be amended or superseded, and Section 6409(a) of the Middle Class Tax Relief and Job Creation Act, Pub. L. 112-96, 126 Stat. 156 (Feb. 22, 2012) (codified as 47 U.S.C. § 1455(a)), as may be amended or superseded, and all FCC rules and regulations to interpret and implement applicable federal statutes.

909.02 APPLICABILITY

(a) Subject to the Ohio Revised Code and approval of an application under this chapter, an operator may collocate a small cell facility and construct, maintain, modify, operate, or replace wireless support structures in, along, across, upon, and under the city right-of-way.

- (1) An operator shall comply with generally applicable standards that are consistent with this chapter and adopted by the city for construction and public safety in the right-of-way.
 - (2) All structures and facilities shall be constructed and maintained so as not to impede or impair public safety or the legal use of the right-of-way by the city, the traveling public, or other public utilities.
- (b) Exclusions.
- (1) Amateur radio facilities. This chapter shall not govern the installation of any amateur radio facility that is owned or operated by a federally licensed amateur radio station operator or is used exclusively for receive-only antennas.
 - (2) Certain over-the-air receiving devices (OTARD). This chapter shall not govern the installation of any OTARD antennas covered under FCC regulations codified in 47 C.F.R. §§1.4000 et seq., as may be amended or superseded. OTARD antennas include, without limitation, direct-to-home satellite dish antennas less than one meter in diameter, television antennas and wireless cable antennas.
 - (3) Handsets and user equipment. This chapter shall not govern the use of personal wireless devices (e.g., cell phones) or other consumer-grade mobile user equipment used in the right-of-way.
- (c) The permitting procedures and authorizations set forth herein shall apply only to the placement of small cell facilities and wireless support structures in the right-of-way, and do not authorize the construction and operation of a wireline backhaul facility, which continue to be governed by Chapter 907: Right-of-Way Administration of the Codified Ordinances.
- (d) Relationship to other chapters. This chapter shall supersede all conflicting requirements of other titles and chapters of this Code regarding the locating and permitting of small cell facilities and wireless support structures in the right-of-way.
- (e) Nothing in this chapter precludes the city from applying its generally applicable health, safety, and welfare regulations when granting consent for a small cell facility or wireless support structure.

909.03 DEFINITIONS

- (a) General use of terms
- (1) The terms, phrases, words, and their derivations used in §§909.01 through 909.29 shall have the meanings given in this section.
 - (2) When consistent with the context, words used in the present tense also include the future tense; words in the plural number include the singular number; and words in the singular number include the plural number.
 - (3) All terms used in the definition of any other term shall have their meaning as otherwise defined in this section.
 - (4) The words “shall” and “will” are mandatory and “may” is permissive.
 - (5) Words not defined shall be given their common and ordinary meaning.
- (b) Defined terms
- (1) **ABANDONED.** Small cell facilities or wireless support structures that are unused for a period of three hundred sixty-five days without the operator otherwise notifying the city and receiving the city’s approval.
 - (2) **AFFILIATE.** When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

- (3) AGENT. A person that provides the City written authorization to work on behalf of a public utility.
- (4) ANTENNA. Any transmitting or receiving device used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies, wireless communications signals, or other communication signals.
- (5) APPLICANT. Any person that submits an application to the city to site, install, construct, collocate, modify, and/or operate a small cell facility or wireless support structure in the right-of-way according to the requirements of this chapter.
- (6) CABLE OPERATOR. Any person or group of persons:
 - a. who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system, or
 - b. who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system;
- (7) CABLE SERVICE.
 - a. The one-way transmission to subscribers of (i) video programming, or (ii) other programming service; and
 - b. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.
- (8) CABLE FRANCHISE. An initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. 522 Section 546), issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system.
- (9) CLEAR ZONE. The unobstructed, traversable area provided beyond the edge of the through traveled way for the recovery of errant vehicles. The clear zone includes shoulders, bike lanes, and auxiliary lanes, except those auxiliary lanes that function like through lanes. As defined in the ODOT Location and Design Manual, Volume 1, Section 600—Roadside Design.
- (10) COLLOCATION or COLLOCATE. To install, mount, maintain, modify, operate, or replace small cell facilities on an existing publicly-owned wireless support structure.
- (11) DECORATIVE POLE. A pole, arch, or structure other than a street light pole placed in the public way specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments have been placed except for any of the following:
 - a. Electric lighting;
 - b. Specially designed informational or directional signage;
 - c. Temporary holiday or special event attachments.
- (12) ELIGIBLE FACILITIES REQUEST. Means the same as defined by the FCC in 47 U.S.C. 1455 (a)(2), as may be amended, which defines that term as any request for modification of an existing support structure that does not substantially change the physical dimensions of such support structure, involving:
 - a. Collocation of new small cell facilities;
 - b. Removal of small cell facilities; or
 - c. Replacement of small cell facilities.
- (13) FRANCHISE AUTHORITY. See CABLE FRANCHISE.
- (14) FCC. The U.S. Federal Communications Commission and any legally appointed, designated, or elected agent or successor.
- (15) HISTORIC DISTRICT. The Historical Preservation Area (“HPA”) as defined by Chapter 1138 of the Codified Ordinances.

- (16) MICRO WIRELESS FACILITY. A small cell facility that is not more than twenty-four inches in length, fifteen inches in width, and twelve inches in height and that does not have an exterior antenna more than eleven inches in length suspended on cable strung between wireless support structures.
- (16) OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES or OMUTCD. The uniform system of traffic control devices promulgated by the Ohio Department of Transportation.
- (17) OCCUPY OR USE. With respect to the right-of-way, to place a tangible thing in the right-of-way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining, or operating lines, poles, pipes, conduits, ducts, equipment, or other structures, appurtenances, or facilities necessary for the delivery of public utility services or any services provided by a cable operator.
- (18) PERSON. Any individual, firm, partnership, association, corporation, company, or other legal entity, private or public, whether for profit or not-for-profit.
- (19) PUBLIC UTILITY or UTILITY. A facilities-based provider of wireless service to one or more end users in this state, or any company described in section 4905.03 of the Ohio Revised Code and as further defined in section 4905.02 of the Ohio Revised Code, including but not limited to the following types of companies: telephone, electric light, gas, natural gas, pipe-lines, water-works, and sewage disposal systems.
- (20) RIGHT-OF-WAY OCCUPANCY FEE. A fee levied to recover the costs incurred by the city and associated with the occupancy or use of right-of-way.
- (21) RIGHT-OF-WAY. The surface of and the space above and below the paved or unpaved portions of any public street, public road, public highway, public freeway, public lane, public path, public bike path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive and any other land dedicated or otherwise designated for the same now or hereafter held by the city which shall, within its proper use and meaning in the sole opinion of the City Administrator, entitle a permittee, in accordance with the terms hereof and of any right-of-way permit, to the use thereof for the purpose of installing or operating any poles, wires, cables, transformers, conductors, ducts, lines, mains, conduits, vaults, manholes, amplifiers, appliances, attachments or other property or facilities as may be ordinarily necessary and pertinent to the provision of utility, cable television, communications or other services as set forth in any service agreement or any right-of-way permit. RIGHT-OF-WAY shall not include private easements or public property, except to the extent the use or occupation of public property is specifically granted in a right-of-way permit or by administrative regulation.
- (22) RIGHT OF WAY PERMIT, NON-RESIDENTIAL. A permit issued by the City as required by Chapter 907: Right-of-Way Administration of the Codified Ordinances that must be obtained in order to perform any work in, on, above, within, over, below, under, or through any part of the public right-of-way, including, but not limited to, the act or process of digging, boring, tunneling, trenching, excavating, obstructing, or installing, as well as the act of opening and cutting into the surface of any paved, improved, or unimproved surface that is part of the right-of-way.
- (23) RIGHT OF WAY PERMIT, SMALL CELL. Means a small cell facility or wireless support structure right-of-way occupancy permit as further defined in Section 909.04.
- (24) SMALL CELL DESIGN GUIDELINES. Means those detailed design guidelines, specifications and examples promulgated by the City Administrator for the design and installation of small cell facilities and wireless support structures in the right-of-way, which are effective insofar as they do not conflict with federal and state law, rule and regulations.
- (25) SMALL CELL FACILITY. A wireless facility that meets both of the following requirements:

- a. Each antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of not more than six cubic feet in volume.
 - b. All other wireless equipment associated with the facility is cumulatively not more than twenty-eight cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.
- (26) **SMALL CELL FACILITY OPERATOR or OPERATOR.** A wireless service provider, or its designated agent, or cable operator, or its designated agent, or a video service provider, or its designated agent, that operates a small cell facility and provides wireless service as defined herein. For the purpose of this chapter, "operator" includes a wireless service provider, cable operator, or a video service provider that provides information services as defined in the "Telecommunications Act of 1996," 110 Stat. 59, 47 U.S.C. 153(20), and services that are fixed in nature or use unlicensed spectrum.
- (27) **SUBSTANTIAL CHANGE OR MODIFICATION.** A modification substantially changes the physical dimensions of an eligible support structure if it meets any of the following criteria:
- a. It increases the height of the structure by more than 10% or more than ten feet, whichever is greater;
 - 1. Changes in height should be measured from the original support structure in cases where deployments are or will be separated horizontally, such as on buildings' rooftops; in other circumstances, changes in height should be measured from the dimensions of the wireless support structure, inclusive of originally approved appurtenances and any modifications that were approved prior to the passage of the Spectrum Act.
 - 2. It involves adding an appurtenance to the body of the wireless support structure that would protrude from the edge of the structure by more than six feet;
 - 3. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets; or, for wireless support structures in the public rights-of-way, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;
 - 4. It entails any excavation or deployment outside the current site;
 - 5. It would defeat the concealment elements of the eligible support structure; or
 - 6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in (1) through (4) of this definition.
- (28) **TOLLING or TOLL PERIOD.** The pausing or delaying of the running of a required time period.
- (29) **UTILITY POLE.** A structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications service. "Utility pole" excludes street signs and decorative poles.

- (30) VIDEO SERVICE PROVIDER. A person granted a video service authorization under sections 1332.21 to 1332.34 of the Ohio Revised Code.
- (31) WIRELESS FACILITY.
- a. Equipment at a fixed location that enables wireless communications between user equipment and a communications network, including all of the following:
 1. Equipment associated with wireless communications;
 2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration.
 - b. The term includes small cell facilities.
 - c. The term does not include any of the following:
 1. The structure or improvements on, under, or within which the equipment is collocated;
 2. Coaxial or fiber-optic cable that is between wireless support structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.
- (32) WIRELESS SERVICE. Any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided to the public using wireless facilities.
- (33) WIRELESS SERVICE PROVIDER. A person who provides wireless service as defined herein.
- (34) WIRELESS SUPPORT STRUCTURE. A pole, street light pole, traffic signal pole, a fifteen-foot or taller sign pole, or utility pole capable of supporting small cell facilities, excluding utility poles or other facilities used to supply traction power to public transit systems, including railways, trams, streetcars, and trolleybuses.
- (35) WIRELINE BACKHAUL FACILITY. A facility used for the transport of communications service or any other electronic communications by coaxial, fiber-optic cable, or any other wire.

909.04 APPLICATION REQUIRED

- (a) General Requirements. The following requirements shall apply to all small cell facilities and wireless support structures proposed within the right-of-way.
- (1) No person shall occupy or use the right-of-way except in accordance with law.
 - (2) In occupying or using the right-of-way, no person shall unreasonably compromise the public health, safety, and welfare.
 - (3) No person shall occupy or use the right-of-way without first obtaining, under this Chapter or section 1332.24 or 4939.031 of the Ohio Revised Code, any requisite consent of the city.
- (b) Pre-Application Conference. Applicants are strongly encouraged to contact the city and request a pre-application conference. This meeting will provide an opportunity for early coordination regarding proposed small cell facilities and wireless support structure locations, design, and the application submittal, and the approval process in order to avoid any potential delays in the processing of an application and deployment of small cell facilities and wireless support structures in the city.
- (1) Appointment Required. An appointment is required for all pre-application conferences. Applicants must contact the designated city staff member as noted on the application form, who will provide applicants an appointment with all applicable city representatives in a timely manner.
- (c) Application Required. Anyone seeking to site small cell facilities in the right-of-way shall first duly file a written application with the city, in accordance with the requirements in this section and additional requirements set forth in the Design Guidelines as modified from time to time by the City Administrator.

(d) Categories of Applications. In accordance with federal and state law, rule and regulation the city shall classify every application to locate small cell facilities in the right-of-way as one of the following types:

- (1) Eligible Facilities Request (Type I):
 - a. Involves collocation, replacement, modification, or removal of small cell facilities on an existing publicly owned wireless support structure; and
 - b. Does not substantially change the physical dimensions of the existing wireless support structure.
- (2) Collocation with Substantial Modifications (Type II):
 - a. Involves collocation, replacement or modification of small cell facilities on an existing publicly owned wireless support structure; and
 - b. Substantially changes the physical dimensions of the existing publicly owned wireless support structure.
- (3) Wireless Support Structure (Type III):
 - a. Involves the construction, modification, or replacement of a wireless support structure owned or operation by a wireless provider associated with a small cell facility within the right-of-way.
- (4) Wireless Support Structure Removal (Non-Residential Right-of-Way Permit (Type IV):
 - a. Involves the removal of a wireless support structure and associated small cell facilities from within the right-of-way owned or previously operated by a wireless provider.

(e) Required Application Materials. Unless otherwise required by state or federal law, all applicants shall submit to the city the following materials and information associated with each application type in order for the application to be considered complete:

- (1) Completed application form and fee as specified on the application.
- (2) A scaled and dimensioned site plan (not smaller than one-inch equals 50 feet) clearly indicating the following:
 - a. Proposed location within the right-of-way including nearest cross street intersection(s);
 - b. For adjacent parcel(s) perpendicular to the proposed small cell facility location, property ownership, including current ownership;
 - c. All existing conditions within 400 feet of the proposed location, including but not limited to, buildings, utilities within the right-of-way and associated above grade structures, location of electric service and fiber optic cable, all other underground and overhead utilities, small cell structures and facilities, sidewalks/shared-use paths, back of adjacent curb/edge of pavement, driveways, and street trees;
 - d. Dimensions shall be provided from the proposed small cell facility to existing wireless support structures and equipment, utility structures, back of curb/edges of pavement including driveways, sidewalks and shared-use paths;
 - e. Dimensions shall be provided between proposed wireless support structures and associated ground mounted equipment;
 - f. Scaled and dimensioned elevations/profiles and sections (not smaller than 1 inch equals 5 feet) of existing wireless support structures and/or new wireless support structures clearly indicating the following, as applicable:
 1. Height from established grade at the base of the wireless support structure to the highest point of the wireless support structure and the height to the highest point of proposed antenna or antenna enclosures, as applicable (overall height).
 2. Height from established grade at the base of the wireless support structure to the lowest point of all proposed small cell equipment to be installed on the wireless support structure.

3. The distance from the outer edge of the wireless support structure parallel to the outer edge of all equipment associated with the small cell facility to be installed on the support structure.
- g. Scaled and dimensioned details of proposed small cell facilities, including elevations/profiles, plans and sections (not smaller than 1-inch equals 5 feet) clearly indicating the following, as applicable:
 1. Height, width, depth and volume in cubic feet of all proposed antenna and exposed elements and/or proposed antenna enclosures;
 2. Height, width, depth and volume of all other wireless equipment associated with the facility, with all electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services clearly labeled;
 3. Method of installation/connection to pole or ground, as applicable;
 4. Color specifications for all small cell support structures and associated exposed equipment, cabinets and concealment elements;
 5. Electrical plans and wiring diagrams;
 6. Footing and foundation drawings and structural analysis sealed and signed by a professional engineer in the State of Ohio.
- h. Manufacturer's specification sheets for all small cell facility equipment proposed, including poles, equipment cabinets, shrouds, or concealment devices, antennas, meters, radios, switches, telecommunications demarcation boxes, and grounding equipment;
- i. Scaled and dimensioned landscape plans associated with required screening of ground mounted small cell equipment (where applicable), including a planting plan with proposed plant species, quantities, spacing, height at installation, and planting details.

(f) Required Application Materials for Small Cell Facilities Removal. For applications involving the removal of small cell facilities under an Eligible Facilities Request, the following materials and information shall be provided:

- (1) Completed application form and fee as specified on the application;
- (2) A scaled and dimensioned site plan (not smaller than one-inch equals 20 feet) clearly indicating the following:
 - a. Proposed location within the right-of-way including nearest cross street intersection;
 - b. Adjacent parcel(s) perpendicular to the existing small cell facility location property ownership, including current ownership; and
 - c. All existing conditions within 50 feet of the existing small cell facilities locations to be removed, including but not limited to, buildings, utilities within the right-of-way and associated above grade structures, location of electric service and fiber optic cable, all other underground and overhead utilities, small cell structures and facilities, sidewalks/shared-use paths, back of adjacent curb/edge of pavement, driveways, street trees and plant material.
- (3) Scaled and dimensioned site and/or structure remediation details in accordance with Small Cell Design Guidelines requirements (not smaller than 1-inch equals 4 feet) clearly indicating the following:
 - a. Proposed remediation plan for modifications made to city-owned wireless support structures and other areas of the right-of-way associated with collocation of small cell wireless facilities and ground mounted equipment after the removal of these facilities;

- b. Proposed restoration of electric and fiber optic connections after removal of small cell facilities, as applicable.

(g) Required Application Materials for Wireless Support Structure Removal. For applications involving the removal of a wireless support structure installed in association with a small cell facility, the following materials and information must be provided:

- (1) Non-Residential Right-of-Way Permit application and fee as specified.

909.05 APPLICATION REVIEW TIMEFRAMES AND PROCESS

(a) Permit Application Review Timeframes.

- (1) *Eligible Facilities Request (Type I)*. The city shall process Eligible Facilities Requests in accordance with Ohio Revised Code, 47 C.F.R. 1.40001, and Sections 909.01 through 909.10 herein not later than sixty days after the date of filing by an entity of a completed application.
- (2) *Collocation with Substantial Modifications (Type II)*. The city shall grant or deny its consent for requests to collocate, or to replace or modify a small cell facility on an existing wireless support structure where substantial modifications are required to the wireless support structure not later than ninety days after the date of filing by a person of a completed application.
- (3) *New Wireless Support Structure (Type III)*. The city shall grant or deny its consent for requests to construct, modify, or replace a wireless support structure associated with a small cell facility not later than one hundred twenty days following the date of filing of a complete application by an entity.
- (4) *Wireless Support Structure Removal (Type IV)*. The city shall grant or deny its consent for requests to remove wireless support structures associated with small cell facilities from the right-of-way typical to the review timeframes for the Non-Residential Right-of-Way Permit required for this activity.

(b) Failure to grant or deny within prescribed timeframes. If the city fails to approve or deny a request for consent under this section or a request for a relevant work permit within the required time period, provided the time period is not tolled under Section 909.05(f), the request shall be deemed granted upon the requesting entity providing notice to the city that the time period for acting on the request has lapsed.

(c) Application denials.

- (1) The city shall not unreasonably withhold or deny consent for small cell facilities and wireless support structures within the right-of-way.
- (2) If a request for consent is denied, the city shall provide in writing its reasons for denying the request, supported by substantial, competent evidence, and such information as the applicant may reasonably request to obtain consent. The denial of consent shall not unreasonably discriminate against the entity requesting the consent.
- (3) Except in the case of a public utility subject to the jurisdiction and recognized on the rolls of the public utilities commission or of a cable operator possessing a valid franchise awarded pursuant to the "Cable Communications Policy Act of 1984," 98 Stat. 2779, 47 U.S.C.A. 541, the city, for good cause shown, may withhold, deny, or delay its consent to any person based upon the person's failure to possess the financial, technical, and managerial resources necessary to protect the public health, safety, and welfare.

(d) Tolling of required timeframes.

- (1) The time periods required in §909.05(A) may be tolled only:
- a. By mutual agreement between the entity requesting consent and the city;
- b. In cases where the city determines that the application is incomplete; or

- c. If the number of requests for consent for small cell facilities or wireless support structures received is likely to result in difficulty processing applications within the time limits set forth in Section 909.05(A) due to the lack of resources of the city, then the city may toll the time limits as follows:
1. The time period may be tolled for up to twenty-one days for the first fifteen small cell facility or wireless support structure requests received by the city above the thresholds provided in the Table below within any consecutive thirty-day period:

Population of city at time Small Cell Facility or Wireless Support Structure Applications are received:	Number of Applications:
30,000 persons or less	15 applications or more
30,001 to 40,000 persons	20 applications or more
40,001 to 50,000 persons	25 applications or more
50,001 to 60,000 persons	30 applications or more
60,001 to 100,000 persons	60 applications or more

2. Further, for every additional fifteen requests that the city receives above the thresholds provided in the Table above the city may toll the time period for those requests for up to fifteen days in addition to the time period provided in division (1)(c)(1) of this section.
 3. In no instance shall the city toll the time period for any small cell facility or wireless support structure request by more than ninety consecutive days. Upon request, the city shall provide an operator written notice of the time limit for a small cell facility or wireless support structure request.
- (2) To toll the time period for incompleteness, the city shall provide written notice to the person requesting consent not later than thirty days after receiving the request, clearly and specifically delineating all missing documents or information. The missing documents or information shall be reasonably related to determining whether the request meets the requirements of applicable federal and state law. Any notice of incompleteness requiring other information or documentation, including information of the type described herein and in accordance with state and federal law or documentation intended to illustrate the need for the request or to justify the business decision for the request, does not toll the time period.
- (3) The time period for granting or denying consent resumes when the entity makes a supplemental submission in response to the city's notice of incompleteness.
- (4) If a supplemental submission is inadequate, the city shall notify the entity not later than ten days after receiving the supplemental submission that the supplemental submission did not provide the information identified in the original notice delineating missing documents or information. The time period may be tolled in the case of second or subsequent notices under the procedures identified in divisions (1) to (3) of this section. Second or subsequent notices of incompleteness may not specify missing documents or information that was not delineated in the original notice of incompleteness.
- (3) Timeframe for completion of permit.
- (1) Permits granted for an Eligible Facilities Requests, Collocations with Substantial Modifications and New Wireless Support Structures shall be completed by the operator or its agent within one hundred eighty days after issuance of the permit, unless:
 - a. The city and the operator agree to extend this period; or

- b. A delay is caused by make-ready work for a city-owned wireless support structure or decorative pole or by the lack of commercial power or backhaul availability at the site, provided that:
 - 1. The operator has made a timely request within sixty days after the issuance of the permit for commercial power or backhaul services; and
 - 2. The additional time to complete installation does not exceed three hundred sixty days after issuance of the permit.
 - c. If divisions (1)(A) and (B) of this section cannot be met, the permit shall be void unless the city grants an extension in writing to the operator.
- (f) Consolidated application for multiple small cell facilities and/or wireless support structures.
 - (1) Applicants seeking to construct, modify, collocate, or replace more than one small cell facility or more than one wireless support structure may file at the applicants discretion, a consolidated application for up to 30 small cell facility requests or up to 30 wireless support structure requests in a single application and receive a single permit for the construction, modification, collocation, or replacement of the small cell facilities or wireless support structures subject to the following:
 - a. This single application may be filed for multiple small cell facilities or multiple wireless support structures only if they are of substantially the same type.
 - b. The city may separately address small cell facility collocations or wireless support structures for which incomplete information has been received or which are denied.
 - (2) In the case of a consolidated application, the fees provided for in section 4939.0316 of the Ohio Revised Code and Section 909.04 may be cumulative. However, the city, at its discretion may opt to reduce such fees in order to encourage consolidated application submittals.
 - (3) In the case of a consolidated application, each small cell facility or wireless support structure proposed to be constructed, modified, collocated on, or replaced shall constitute a separate request for consent for purposes of tolling the response deadline as authorized under section 4939.036 of the Ohio Revised Code. A request by a single operator for a new or replacement support structure and associated small cell facility constitutes one request.
- (g) Small Cell and Wireless Support Structure activities not requiring consent.
 - (1) City consent shall not be required for either of the following activities conducted in the right-of- way:
 - a. Routine maintenance of wireless facilities;
 - b. The replacement of wireless facilities with wireless facilities that are consistent with the city's current design requirements and guidelines and that are either:
 - 1. Substantially similar to the existing wireless facilities; or
 - 2. The same size or smaller than the existing wireless facilities.
 - (2) The city may require a Non-Residential Right-of-Way Permit for any activity described in division (1) of this section and for any activity for which consent is authorized herein and in accordance with state and federal law.
 - (3) Notwithstanding the amendments made to Sections 4939.01 to 4939.09 of the Ohio Revised Code by H.B. 478 of the 132nd General Assembly, a cable or video service provider shall not be required to obtain permits from the city or to pay fees, with the exception of work permits and associated fees, to place, operate, maintain, or replace micro wireless facilities pursuant to an existing franchise or video service authorization under Chapter 1332 of the Ohio Revised Code; nor shall a holder of an existing franchise or video service authorization be required to obtain additional authorizations or to pay

additional fees for the placement of micro wireless facilities already covered under an existing franchise or video service authorization under Chapter 1332 of the Ohio Revised Code.

909.06 SMALL CELL DESIGN GUIDELINES

(a) The City Administrator shall promulgate detailed Small Cell Design Guidelines with objective, technically feasible criteria applied in a non-discriminatory manner that reasonably match the aesthetics and character of the immediate area regarding all of the following, which the city shall consider in reviewing an application:

- (1) The location of any ground-mounted small cell facilities;
- (2) The location of a small cell facility on a wireless support structure;
- (3) The appearance and concealment of small cell facilities, including those relating to materials used for arranging, screening, and landscaping;
- (4) The design and appearance of a wireless support structure.

(b) The Small Cell Design Guidelines will provide examples of acceptable small cell facilities including visual depictions.

(c) The Small Cell Design Guidelines shall provide administrative and procedural guidance to applicants, such as a list of minimum application requirements.

(d) The provisions in this section shall not limit or prohibit the City Administrator's discretion to promulgate and make publicly available other information, materials or requirements in addition to, and separate from, the Small Cell Design Guidelines which do not conflict with state or federal law.

(e) The City Administrator shall have authority to update or supplement the Small Cell Design Guidelines to address relevant changes in law, technology, or administrative processes. In the event of any conflict between the Small Cell Design Guidelines and the standards articulated in this chapter of the City of Grove City Code of Ordinances, the language of this chapter takes precedence over the language of the Small Cell Design Guidelines.

909.07 STANDARD CONDITIONS OF PERMIT APPROVAL

(a) Standard conditions of approval. Permission to site small cell facilities and wireless support structures in the right-of-way shall be conditioned on compliance with the standard conditions of approval provided in Section 909.07. The City Administrator or his or her designee may add or modify conditions of approval as necessary or appropriate to protect and promote the public health, safety, and welfare.

(b) Small Cell Facility Permit duration. The city's approval term of an attachment to a wireless support structure shall be for a period of not less than ten years, with presumption of renewal for successive five-year terms, subject to terms providing for early termination or nonrenewal for cause or by mutual agreement and unless otherwise agreed to by both the operator and the city, except for generally applied permitting to safeguard the public health, safety, and welfare. An operator may remove its small cell facilities at any time subject to applicable permit requirements and may stop paying annual charges or fees under Section 909.07(n).

(c) Compliance with all applicable laws. Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.

(d) Inspections; emergencies. The city or its designee may inspect small cell facilities and wireless support structures in the right-of-way upon reasonable notice to the permittee. The permittee shall cooperate with all inspections. The city reserves the right to support, repair, disable, or remove any elements of the facility in emergencies or when the facility threatens imminent harm to persons or property.

(e) Relocation or adjustment as requested by city. If requested by the city, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, an operator shall relocate or adjust its facilities within the right-of-way at no cost to the city, as long as such request similarly binds all users in or on such public way. Such relocation or adjustment shall be completed in accordance with local law.

(f) Contact information for responsible parties. Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall include a phone number, street mailing address, and email address for at least one natural person. All such contact information for responsible parties shall be provided to the Department of Public Service.

(g) Indemnification. Any operator who owns or operates small cell facilities or wireless support structures in the right-of-way shall indemnify, protect, defend, and hold the city and its elected officials, officers, employees, agents, and volunteers harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm for which recovery of damages is sought, to the extent that it is caused by the negligence of the operator who owns or operates small cell facilities and wireless service in the right-of-way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, or maintaining facilities in the right-of-way.

(h) Interference with public safety radio services. In the event that the city has reason to believe that permittee's radio communications operations are causing interference with the city's radio communications operations, then the permittee shall, at its cost, immediately cooperate with the city to either rule out permittee as the interference source or eliminate the interference. Cooperation with the city may include, but shall not be limited to, temporarily switching the small cell facilities on and off for testing.

(i) Adverse impacts on adjacent properties. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the small cell facility and/or wireless support structure.

(j) Good condition required. Small cell facilities and support structures shall at all times be kept and maintained in good condition, order, and repair by qualified maintenance and construction personnel, so that the same shall not menace or endanger the health, safety or welfare of any person or property.

(k) Graffiti abatement. Permittee shall remove any graffiti on the small cell facility at permittee's sole expense.

(l) RF exposure compliance. All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards.

(m) Relocation for public improvement projects. Permittee shall remove and relocate the permitted small cell facility and/or support structure at permittee's sole expense to accommodate construction of a public improvement project by the City as required under this chapter.

- (n) Annual reports. Permittee shall provide the City an annual report showing the location of all facilities
- (o) Removal of small cell facilities if use discontinued or abandoned.
- (1) In the event that the use of a small cell facility and/or wireless support structure is discontinued, the owner shall follow the requirements set forth in Section 907.03 of the Codified Ordinances. If the small cell facility and/or wireless support structure is not removed within 365 days of discontinued use, the small cell facility shall be considered abandoned and the city may remove it at the owner's expense.
 - (2) Small cell facilities and wireless support structures determined by the city to be abandoned without application notice from the owner may be removed by the city at the owner's expense to ensure the public health, safety, and welfare.

909.08 SAFETY REQUIREMENTS

- (a) Prevention of failures and accidents. Any person who owns a small cell wireless facility sited in the right-of-way shall at all times employ ordinary and reasonable care and install and maintain in use nothing less than the best available technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.
- (b) Compliance with fire safety and FCC regulations. Small cell facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electric Code, all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property.
- (c) Surety bond or equivalent financial tool for cost of removal. All owners must procure and provide to the city a bond, or must provide proof of an equivalent financial mechanism, to ensure compliance with all provisions of this section. The bond or equivalent financial method must specifically cover the cost of removal of unused or abandoned small cell facilities or damage to city property caused by an operator or its agent of each small cell facility which the owner installs in the right-of-way in case the city has to remove or pay for removal of the wireless facility. Two acceptable alternatives to a bond include a funds set-aside and a letter of credit.

909.09 RECOVERY OF COSTS

- (a) Application processing fee. For processing an application for consent, the city may charge a fee for each small cell facility and wireless support structure requested as prescribed under section 4939.031 of the Ohio Revised Code and as listed on the associated application forms. The city may adjust this fee ten per cent every five years, rounded to the nearest five dollars.
- (b) Annual collocation fee. For reimbursement for operator's attachment of small cell facilities to wireless support structures owned or operated by the city and located in the right-of-way, the city may charge an annual fee as prescribed under 4939.031 of the Ohio Revised Code and as listed on associated application forms. The city may adjust this fee ten per cent every five years, rounded to the nearest five dollars.
- (c) Tax liabilities and assessments not applicable. Placement of small cell facilities in the right-of-way or attachment of small cell facilities to a wireless support structure and any fees associated therewith shall not subject a municipal corporation to any state or local tax liabilities or assessments.

909.10 SEVERABILITY

The provisions of any part of this chapter are severable. If any provision or subsection, or the application of any provision or subsection to any person or circumstances is held invalid, the remaining provisions, subsection, and applications of such ordinance to other persons or circumstances shall not be made invalid as well. It is declared to be the intent of this section that the remaining provisions would have been adopted had such invalid provisions not been included in this chapter when originally adopted by Council.

Date: 06/26/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mayor Stage
Sponsor: Mr. Davis
Emergency: 30 Days
Current Expense: _____

No.: CR-30-18
1st Reading: 07/02/18
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-30-18

A RESOLUTION TO APPROVE AN EXTENSION OF THE 2016 AND 2017 FINANCIAL AUDITS FROM GROVE CITY TOWN CENTER, INC.

WHEREAS, the City of Grove City has a partnership with Grove City Town Center, Inc.; and

WHEREAS, a one-year Agreement was entered into between these parties in 2016 and 2017; and

WHEREAS, as part of those Agreements, audited financials and tax returns for Grove City Town Center, Inc. was required with a submission date of June 15, of each year; and

WHEREAS, due to and extension of tax returns and the financials for both years being audited together, Grove City Town Center, Inc. requested an extension to the filing deadline with the City to 10/15/18.

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

SECTION 1. An extension for filing audited financials and tax returns for 2016 and 2017 is hereby granted to Grove City Town Center, Inc. until 10-15-18.

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.

Date: 06/26/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Sponsor: Mr. Davis
Emergency: 30 Days
Current Expense: _____

No.: CR-31-18
1st Reading: 07/02/18
Public Notice: 6/27/18
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-31-18

A RESOLUTION TO APPROVE THE BUDGET ESTIMATES FOR THE FISCAL YEAR OF 2019

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, 2019 are hereby approved, as shown in Exhibit "A".

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, 2018.

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

Stephen R. Robinette, 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) _____ 2018

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, 2019 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	\$901,751	1.0			
GENERAL FUND CHARTER	\$386,465		0.3		
BOND RETIREMENT CHARTER	990,935		1.0		
POLICE PENSION FUND	1,189,122	1.2			
PROPRIETARY FUNDS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
FIDUCIARY FUNDS	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
TOTAL ALL FUNDS	\$3,468,273				

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND

EXHIBIT I

FUND TYPE/CLASSIFICATION: GOVERNMENTAL -- GENERAL

TOTAL REVENUE

<u>DESCRIPTION</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Actual</u>	<u>Current Yr Estimate 2018</u>	<u>Budget Yr Estimate 2019</u>
REVENUES						
Local Taxes						
General Property Tax --- Real Estate	889,585	906,749	909,223	781,137	891,842	1,159,394
Tangible Personal Property Tax	0	6	0	0	0	0
Municipal Income Tax	21,756,638	22,902,021	23,631,687	24,692,262	24,450,000	25,450,000
Other Local Taxes	1,311,795	1,418,879	1,468,714	1,438,545	1,417,560	1,425,435
Total Local Taxes	23,958,017	25,227,655	26,009,624	26,911,944	26,759,402	28,034,830
Intergovernmental Revenues						
State Shared Taxes and Permits						
Local Government	573,495	600,619	552,484	547,607	535,000	535,000
Estate Tax	41,213	4,709	0	0	0	0
Cigarette Tax	1,491	1,366	1,387	1,277	1,200	1,200
License Tax	0	0	0	0	0	0
Liquor and Beer Permits	46,711	43,749	49,085	45,435	45,000	45,000
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	110,313	110,063	109,796	91,506	99,093	128,822
Other State Shared Taxes and Permits	0	0	0	0	0	0
Total State Shared Taxes and Permits	773,224	760,506	712,752	685,823	680,293	710,022
Federal Grants or Aid	12,569	7,947	6,792	4,785	5,000	5,000
State Grants or Aid	50,322	724,111	428,801	1,717,564	45,000	45,000
Other Grants or Aid	0	0	0	0	0	0
Total Intergovernmental Revenues	836,115	1,492,564	1,148,345	2,408,172	730,293	760,022
Special Assessments	-5,554	115,780	162,955	126,880	125,000	125,000
Charges For Services	201,654	226,606	284,071	658,236	645,495	665,000
Fines, Licenses, and Permits	940,853	1,046,274	1,147,083	1,086,666	929,300	929,300
Miscellaneous - Interest	757,250	766,454	883,758	958,902	1,444,284	847,614
Other Financing Sources:						
Proceeds from Sale of Debt	0	2,400,000	179,390	6,547,500	0	0
Transfers	0	0	0	0	0	0
Advances	0	0	0	0	0	0
Other sources	46,740	68,394	27,030	95,698	50,000	50,000
TOTAL REVENUE	26,735,075	31,343,727	29,842,255	38,793,997	30,683,774	31,411,765

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND

EXHIBIT I

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

<u>DESCRIPTION</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Actual</u>	<u>Current Yr Estimate 2018</u>	<u>Budget Yr Estimate 2019</u>
EXPENDITURES						
Security of Persons and Property						
Personal Services	9,111,754	9,448,888	9,785,332	10,214,764	11,129,833	11,435,903
Travel Transportation	21,016	12,320	13,648	17,283	21,000	21,420
Contractual Services	591,316	654,778	760,764	676,261	871,900	889,338
Supplies and Materials	434,250	397,172	464,389	465,715	515,575	525,887
Capital Outlay	500,021	410,742	464,043	219,197	265,000	270,300
Total Security of Persons and Property	10,658,357	10,923,901	11,488,177	11,593,221	12,803,308	13,142,848
Public Health Services						
Personal Services	0	0	0	0	0	0
Travel Transportation	0	0	0	0	0	0
Contractual Services	278,222	319,259	342,711	364,897	408,333	416,500
Supplies and Materials	0	0	0	0	0	0
Capital Outlay	0	0	0	0	0	0
Total Public Health Services	278,222	319,259	342,711	364,897	408,333	416,500
Leisure Time Activities						
Personal Services	1,719,383	1,816,167	1,892,499	2,146,461	2,203,988	2,248,068
Travel Transportation	12,818	10,982	11,897	14,457	28,500	29,070
Contractual Services	1,782,249	1,808,109	1,963,240	1,878,005	2,048,550	2,089,521
Supplies and Materials	238,761	203,304	231,670	233,782	312,600	318,852
Capital Outlay	507,919	455,103	520,391	827,327	916,350	934,677
Total Leisure Time Activities	4,261,130	4,293,665	4,619,696	5,100,032	5,509,988	5,620,188
Community Environment						
Personal Services	900,111	1,023,469	1,213,759	1,331,890	1,699,617	1,733,609
Travel Transportation	12,457	16,612	14,117	23,236	49,800	50,796
Contractual Services	119,696	260,780	178,356	384,428	448,370	457,337
Supplies and Materials	25,887	21,374	28,068	24,120	32,750	33,405
Capital Outlay	42,049	25,382	52,423	29,709	3,500	3,570
Total Community Environment	1,100,200	1,347,618	1,486,723	1,793,383	2,234,037	2,278,718
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>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Actual</u>	<u>Current Yr Estimate 2018</u>	<u>Budget Yr Estimate 2019</u>
EXPENDITURES (Continued)						
Transportation						
Personal Services						
Travel Transportation						
Contractual Services						
Supplies and Materials						
Capital Outlay						
Total Transportation						
General Government						
Personal Services	2,002,395	2,106,360	2,231,622	2,523,530	2,910,460	2,968,669
Travel Transportation	19,584	17,930	24,859	25,543	39,205	39,989
Contractual Services	3,055,173	3,007,702	3,700,068	3,258,618	3,327,535	3,394,086
Supplies and Materials	81,041	67,915	73,277	80,308	90,477	92,287
Capital Outlay	1,029,727	1,142,643	1,132,329	463,121	441,000	449,820
Total General Government	<u>6,187,920</u>	<u>6,342,551</u>	<u>7,162,155</u>	<u>6,351,121</u>	<u>6,808,677</u>	<u>6,944,851</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	6,478,675	6,834,479	13,798,956	7,218,819	3,454,720	3,000,000
Advances	0	0	0	0	0	0
Contingencies	0	0	0	0	0	0
Other Uses of Funds	200,000	0	0	6,000,000	0	0
Total Other Uses of Funds	<u>6,678,675</u>	<u>6,834,479</u>	<u>13,798,956</u>	<u>13,218,819</u>	<u>3,454,720</u>	<u>3,000,000</u>
TOTAL EXPENDITURES	<u>29,164,504</u>	<u>30,061,472</u>	<u>38,898,418</u>	<u>38,421,472</u>	<u>31,219,063</u>	<u>31,403,104</u>
Revenues Over (Under) Expenditures	(2,429,429)	1,282,254	(9,056,163)	372,525	(535,289)	8,662
Beginning Cash Fund Balance	20,534,890	18,105,461	19,387,716	10,331,553	10,704,078	10,168,789
Ending Cash Fund Balance	18,105,461	19,387,716	10,331,553	10,704,078	10,168,789	10,177,451
Estimated Encumbrances (outstanding at year end)	2,934,940	3,823,750	4,591,741	4,131,365	3,000,000	3,000,000
Estimated Ending Unencumbered Fund Balance	<u>15,170,521</u>	<u>15,563,965</u>	<u>5,739,812</u>	<u>6,572,713</u>	<u>7,168,789</u>	<u>7,177,451</u>
Note:						
Municipal Income Tax	21,756,638	22,902,021	23,631,687	24,692,262	24,450,000	25,450,000
General Operating Expenses (Exclude Cap Outlay & Trfrs)	20,406,113	21,193,123	22,930,276	23,663,298	26,138,493	26,744,737
Excess (Shortfall)	<u>1,350,525</u>	<u>1,708,899</u>	<u>701,411</u>	<u>1,028,964</u>	<u>(1,688,493)</u>	<u>(1,294,737)</u>

CITY OF GROVE CITY TAX BUDGET

FUND NAME: POLICE PENSION FUND

EXHIBIT II

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

<u>DESCRIPTION</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Actual</u>	<u>Current Yr Estimate 2018</u>	<u>Budget Yr Estimate 2019</u>
REVENUE						
Real Estate & Public Utility Taxes	836,027	1,148,399	1,136,574	1,171,759	1,337,763	1,070,210
Tangible Personal Property Tax	483	0	0	0	0	0
Real Property Tax - Rollback	101,603	138,071	137,247	137,266	148,640	118,912
Miscellaneous	0	0	0	0	0	0
TOTAL REVENUE	938,112	1,286,470	1,273,821	1,309,024	1,486,403	1,189,122
EXPENDITURES						
Police Pension Expenses	1,158,679	1,187,726	1,226,487	1,272,023	1,430,661	1,470,004
TOTAL EXPENDITURES	1,158,679	1,187,726	1,226,487	1,272,023	1,430,661	1,470,004
Revenues Over (Under) Expenditures	(220,567)	98,744	47,334	37,001	55,742	(280,882)
Beginning Cash Fund Balance	738,294	517,727	616,472	663,805	700,806	756,548
Ending Cash Fund Balance	517,727	616,472	663,805	700,806	756,548	475,666
Estimated Encumbrances (outstanding at end of year)	0	0	0	0	0	0
Estimated Ending Unencumbered Fund Balance	517,727	616,472	663,805	700,806	756,548	475,666

CITY OF GROVE CITY TAX BUDGET

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

EXHIBIT II

<u>DESCRIPTION</u>	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Actual</u>	<u>Current Yr Estimate 2018</u>	<u>Budget Yr Estimate 2019</u>
REVENUE						
Real Estate & Public Utility Tax	955,494	651,044	606,170	781,176	891,842	891,842
Tangible Personal Property	2,229	1,813	48,209	44,893	0	0
Assessments	288,508	106,204	113,178	92,969	90,000	90,000
Real Property Tax - Rollback	112,541	75,031	73,200	91,513	99,093	99,094
Rent	0	0	300,000	300,000	636,000	636,000
Sale of Bonds	0	332,772	0	2,500	69,550	0
Sale of Notes	0	0	0	0	0	0
Operating Transfers	0	0	0	0	0	0
Operating Transfers - Income Tax	0	0	0	0	0	0
TOTAL REVENUE	1,358,772	1,166,864	1,140,756	1,313,051	1,786,485	1,716,935
EXPENDITURES						
Registrar/Agent Fees	0	0	0	0	0	0
Assessments	0	0	0	0	0	0
G.O. Note - Principal	8,750	0	0	0		
G.O. Bond Principal	170,000	280,000	487,500	390,000	390,000	811,222
G.O. Note - Interest						
G.O. Bond - Interest	192,737	398,180	690,599	531,075	625,957	651,773
OPWC - Principal	414,252	414,252	414,252	414,252	365,935	369,530
Other Debt Service	9,895	316,386	27,942	48,187	125,550	125,550
TOTAL EXPENDITURES	795,634	1,408,818	1,620,294	1,383,514	1,507,442	1,958,075
Revenues Over (Under) Expenditures	563,138	(241,954)	(479,537)	(70,463)	279,043	(241,140)
Beginning Cash Fund Balance	1,419,273	1,982,411	1,740,457	1,260,920	1,190,457	1,469,500
Ending Cash Fund Balance	1,982,411	1,740,457	1,260,920	1,190,457	1,469,500	1,228,360
Estimated Encumbrances (outstanding at end of year)	15,704	75,709	68,265	110,821	0	0
Estimated Ending Unencumbered Fund Balance	1,966,707	1,664,748	1,192,655	1,079,636	1,469,500	1,228,360

CITY OF GROVE CITY TAX BUDGET

EXHIBIT III

FUND All Funds Not Listed on Exhibits I or II	Estimated	2019	Available	2019 Expenditures & Encumbrances			Estimated
	Unencumbered	Estimated	For	Personal			Unencumbered
	Fund Balance 01/01	Receipt	Expenditure	Services	Other	Total	Fund Balance 12/31
GOVERNMENTAL:							
SPECIAL REVENUE:							
Street	171,662	1,556,000	1,727,662	840,000	760,000	1,600,000	127,662
State Highway	193,114	130,000	323,114	0	300,000	300,000	23,114
General Recreation	526,106	1,246,000	1,772,106	550,000	890,218	1,440,218	331,888
Local \$5 License Fee	267,460	202,500	469,960	0	200,000	200,000	269,960
County License	208,117	97,000	305,117	0	110,000	110,000	195,117
Senior Nutrition	12,208	24,000	36,208	0	24,000	24,000	12,208
Drug Law Enforcement	384,549	5,000	389,549	0	100,000	100,000	289,549
DARE	0	0	0	0	0	0	0
Community Development	224,703	425,718	650,421	120,000	410,000	530,000	120,421
Community Environment	206,376	45,000	251,376	0	140,000	140,000	111,376
Law Enforcement Assistance	5,512	0	5,512	0	0	0	5,512
Enforcement and Education	22,030	1,000	23,030	0	10,000	10,000	13,030
Mayor's Court Computer	18,866	18,000	36,866	0	30,000	30,000	6,866
Big Splash	15,192	293,500	308,692	210,000	95,000	305,000	3,692
Parks Donation	45,065	1,000	46,065	0	0	0	46,065
Rockford TIF Fund	206,137	585,000	791,137	0	450,000	450,000	341,137
TOTAL SPECIAL REVENUE FUNDS	2,507,097	4,629,718	7,136,815	1,720,000	3,519,218	5,239,218	1,897,597
DEBT SERVICE FUNDS							
Buckeye Center TIF	1,888,476	2,800,000	4,688,476	0	3,000,000	3,000,000	1,688,476
Pinnacle TIF	6,242,810	3,400,000	9,642,810	0	3,000,000	3,000,000	6,642,810
SR 665 / I 71 TIF	281,089	525,000	806,089	0	587,300	587,300	218,789
Lumberyard TIF	68,576	335,500	404,076	0	335,000	335,000	69,076
TOTAL DEBT SERVICE FUNDS	8,480,951	7,060,500	15,541,451	0	6,922,300	6,922,300	8,619,151
CAPITAL PROJECT FUNDS							
Capital Improvements	8,411,462	3,500,000	11,911,462	0	6,500,000	6,500,000	5,411,462
Recreation Development	56,953	115,000	171,953	0	100,000	100,000	71,953
TOTAL CAPITAL PROJECTS	8,468,415	3,615,000	12,083,415	0	6,600,000	6,600,000	5,483,415

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 2019	Total Available For Expenditures	2019 Encumbrances and Expenditures			Estimated Unencumbered Fund Balance 12/31
				Personal Services	Other	Total	
PROPRIETARY:							
ENTERPRISE FUNDS							
Water	267,036	525,000	792,036	0	700,000	700,000	92,036
Sewer	749,481	1,000,000	1,749,481	415,000	985,000	1,400,000	349,481
TOTAL ENTERPRISE FUNDS	1,016,517	1,525,000	2,541,517	415,000	8	2,100,000	441,517
INTERNAL SERVICE FUNDS							
Workers Compensation Self Insured	426,056	250,000	676,056	0	270,000	270,000	406,056
TOTAL INTERNAL SERVICE FUNDS	426,056	250,000	676,056	0	270,000	270,000	406,056
FIDUCIARY:							
TRUST AND AGENCY FUNDS							
Depository Trust	2,089,296	1,500,000	3,589,296	0	2,000,000	2,000,000	1,589,296
Convention Bureau	46,991	397,718	444,709	0	400,000	400,000	44,709
Section 125 Cafeteria Plan	7,463	0	7,463	0	5,000	5,000	2,463
Scioto Township JEDD	413,318	1,300,000	1,713,318	0	1,300,000	1,300,000	413,318
TOTAL TRUST AND AGENCY FUNDS	2,557,068	3,197,718	5,754,786	0	3,705,000	3,705,000	2,049,786
TOTAL FOR MEMORANDUM ONLY	23,456,104	20,277,935	43,734,039	2,135,000	21,016,526	24,836,518	18,897,521

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

DESCRIPTION	Estimated Cost of Permanent Improvement Equipment	Amount Budgeted 2019	Source Fund
Annual Street Maintenance	2,500,000	2,500,000	General Fund
Various Street Projects	250,000	250,000	General Fund
Various Parks & Recreation	250,000	250,000	General Fund
Various Signalization Projects	0	0	General Fund
Various Building Improvements	0	0	General Fund
	<u>3,000,000</u>	<u>3,000,000</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	3,805,000	3,805,000	

**STATEMENT OF AMOUNTS REQUIRED FOR
PAYMENT OF FINAL JUDGEMENTS**

(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 1/1/2019	Amount Required for Principal and Interest 2019	Source Fund to Pay Debt Payments
INSIDE 10 MILL LIMIT									
2012 G.O. Refunding Bonds		2012	2026	51-12	T	2.75	815,000	112,413	Debt Retirement
2009 SR665 Construction Bonds		2009	2036	08-09	S/T	2.5 - 5.125	5,900,000	504,449	Debt Retirement
2015 Library Construction Bonds		2015	2044	22-15	S/T	1.5 - 4.0	13,100,000	819,713	Debt Retirement
2017 Fiber Optic Network Construction Bonds		2017	2032	38-17	T	2.42	4,550,000	295,110	Debt Retirement
TOTAL							24,365,000	1,731,685	
OUTSIDE 10 MILL LIMIT:									
2016 Buckeye Center TIF Rev Bonds	ORC, Charter	2016	2031	66-16	T	2.265	12,830,000	1,155,600	Buckeye TIF
2016 Pinnacle TIF Rev Bonds	ORC, Charter	2016	2031	67-16	T	2.27	6,070,000	542,789	Pinnacle TIF
2015 Special Obligation NonTax Bonds	ORC, Charter	2015	2040	53-15	S/T	1.3 - 4.5	4,510,000	296,880	Lumberyard TIF
TOTAL							23,410,000	1,995,269	
OPWC LOANS:									
1999 Marsh Run Gravity		1999	2021			3	133,932	47,017	Sewer
1999 Broadway		1999	2020			0	30,741	20,494	Debt Retirement
1999 Hoover Road / Buckeye Ranch		1999	2019			0	25,919	25,919	Debt Retirement
2000 Hoover Road / Old Stringtown		2000	2021			0	93,197	37,279	Debt Retirement
2004 Hoover Road / Milligan Road		2004	2025			0	232,630	35,789	Debt Retirement
2005 Demorest Road / Big Run Road		2005	2026			0	203,630	27,151	Debt Retirement
2005 Stringtown Road		2005	2027			0	341,837	40,216	Debt Retirement
2008 Old Stringtown Road		2008	2029			0	355,957	33,901	Debt Retirement
2009 Grove City Road		2009	2034			0	249,600	15,600	Debt Retirement
2014 Holton / Hoover Intersection		2014	2038			0	147,057	7,353	Debt Retirement
2014 Stringtown Road Phase 2		2014	2040			0	2,032,791	92,400	Debt Retirement
2017 Gantz Road		2017	2038			0	668,571	33,429	Debt Retirement
TOTAL							4,515,862	416,548	
OWDA LOANS:									
1994 Columbus Street Reconstruction		2010	2030			3.89	1,648,855	173,269	Water
2009 Grove City Road		2011	2031			3.37	485,299	46,412	Water
TOTAL							2,134,154	219,681	
FCIB LOANS:									
2017 Fiber Optic Network Construction		2017	2027			1.26	2,000,000	235,759	Debt Retirement
2017 Stringtown Road Improvements		2017	2027			1.26	1,000,000	117,879	Water/Sewer
TOTAL							3,000,000	353,638	