GROVE CITY, OHIO COUNCIL
LEGISLATIVE AGENDA

June19, 2017 — ***6:30 - Caucus*** — ***7:00 – Reg. Meet.***

Presentations:

FINANCE: Mr. Davis

Ordinance C-24-17	Authorizing the City to enter into a Loan Agreement with Franklin County, providing for a Loan to the City in the maximum principal amount of $1,000,000.00 for the purpose of paying the costs of certain Capital Improvements to the Municipal Roadway system along or near Stringtown Road and State Route 104, including but not limited to, constructing certain roadway, water improvements, together with all necessary appurtenances related thereto, and Authorizing the Execution and Delivery of any additional Documents related thereto. Second reading and public hearing.
Ordinance C-25-17	Authorizing the City to enter into a Loan Agreement with Franklin County providing for a Loan to the City in the maximum principal amount of $2,000,000.00 for the purpose of paying the Communications System by installing a 10 GBPS Fiber Network, together with all necessary appurtenances related thereto, and Authorizing the Execution and Delivery of any additional documents related thereto. Second reading and public hearing.
Ordinance C-27-17	Authorize the City Administrator to enter into an Enterprise Zone Agreement with MOB, LLC. First reading.
Resolution CR-25-17	Approve the Budget Estimates for Fiscal Year 2018.
Resolution CR-26-17	Waive the Provisions of Section 139.05 of the Codified Ordinances for the Log Cabin Repairs at Century Village.

SAFETY: Mr. Robinette

Ordinance C-26-17	Authorizing the City Administrator to enter into an Agreement for Dispatching and Communication Services with Scioto Township. Second reading and public hearing.
Ordinance C-28-17	Authorize the City Administrator to enter into an Agreement for Dispatching and Communication Services with Prarie Township. First reading.
Resolution CR-27-17	Waive the provisions of Section 529.07(b)3 of the Codified Ordinances for the Bourbon Festival on August 12, 2017 in the Town Center.
Resolution CR-28-17	Waive the provisions of Section 529.07(b)3 of the Codified Ordinances for the October Festival on October 07, 2017 in the Town Center.

SERVICE: Mr. Berry

Ordinance C-29-17	Initiate Amendments to Sections 2.04, 2.12, 2.13, 3.04, 3.05, 3.06, 3.07, 4.05, 5.02, 5.05, 5.06, 5.07, 5.14, 9.04, 10.01, 10.02, 10.03, 10.04, 10.05, 10.06 and 10.07 of the Grove City Charter. First reading.
Ordinance C-30-17	Initiate Amendments to Sections 2.10, 2.11 and 5.03 of the Grove City Charter. First reading.
Ordinance C-31-17	Initiate Amendments to Sections 2.15 and 4.01 of the Grove City Charter concerning Planning Commission and Resolutions. First reading.
Ordinance C-32-17	Initiate an Amendment to Section 2.05 of the Grove City Charter titled Beginning of Term, Meetings, Officers. First reading.

SERVICE: Mr. Berry

Ordinance C-33-17	Initiate Amendments to Sections 2.01, 2.02, 7.03 and 10.10 of the Grove City Charter. First reading.

LANDS: Mr. Bennett

Ordinance C-34-17	Approve the Use for Microblading for BB Nail Salon & Spa located at 4184 Buckeye Parkway. First reading.
Resolution CR-29-17	Approve the Preliminary Development Plan for Trail View Run located at 1399 & 1421 Borror Road.
Resolution CR-30-17	Approve Amendments to the Development Plan for Parkway Center located at 4145 Buckeye Parkway as approved by Resolution CR-59-15.
Resolution CR-31-17	Approve the Development Plan for Comfort Suites located at 4200 Gantz Road.

ON FILE: Minutes of: 06/5 Council Meeting; 6/06 Plan. Comm.

Date:	05/30/17	No.:	C-24-17
Introduced By:	Mr. Davis	First Reading:	06/05/17
Committee:	Finance	Public Notice:	06/08/17
Originated By:	Mr. Turner	2nd Reading:	06/19/17
Approved:	Mr. Boso	Passed: ___ Rejected:	
Emergency: ___	30 Days: X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE NO. C-24-17

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT WITH FRANKLIN COUNTY, OHIO PROVIDING FOR A LOAN TO THE CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF $1,000,000 FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO THE MUNICIPAL ROADWAY SYSTEM ALONG OR NEAR STRINGTOWN ROAD AND STATE ROUTE 104, INCLUDING BUT NOT LIMITED TO, CONSTRUCTING CERTAIN ROADWAY, WATER INFRASTRUCTURE, SANITARY SEWER AND RECREATIONAL TRAIL IMPROVEMENTS, TOGETHER WITH ALL NECESSARY APPURTENANCES RELATED THERETO, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY ADDITIONAL DOCUMENTS RELATED THERETO

WHEREAS, by Ordinance No. C-7-71, passed by City Council on March 1, 1971 (the "*1971 Municipal Income Tax Ordinance*"), the City levied a tax at the rate of one percent (1.00%) upon certain classes of salaries, wages, commission, rents, compensation and profits for the purposes of general municipal operations, maintenance, new equipment and capital improvements of the City, all as further described and set forth in the 1971 Municipal Income Tax Ordinance; and

WHEREAS, by Ordinance No. C-35-83, passed by City Council on August 15, 1983 (the "*1983 Municipal Income Tax Ordinance*", and together with the 1971 Municipal Income Tax Ordinance, the "*Municipal Income Tax Ordinances*"), City Council proposed to levy a further tax of one percent (1.00%) upon certain classes of salaries, wages, commission, rents, compensation and profits for purposes of daily operations of the Division of Police, street maintenance and improvements, general municipal operations and maintenance and capital improvements, all as further described in the 1983 Municipal Income Tax Ordinance; and

WHEREAS, on November 1, 1983, the 1983 Municipal Income Tax Ordinance was ratified by a majority vote of the electors in the City, and the City's municipal income tax rate was increased by one percent (1.00%) to a total rate of two percent (2.00%) (the "*Municipal Income Tax*") in accordance with the Municipal Income Tax Ordinances; and

WHEREAS, the Municipal Income Tax Ordinances have been codified as Chapters 191 and 194 of the City's Codified Ordinances and the Municipal Income Tax is collected pursuant to Chapters 191 and 194 of the City's Codified Ordinances; and

WHEREAS, this Council has determined to work cooperatively with the Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio, to provide monies for the payment of the costs of certain capital improvements to the municipal roadway system along or near Stringtown Road and State Route 104, including but not limited to, constructing certain roadway, water infrastructure, sanitary sewer and recreational trail improvements, together with all necessary appurtenances related thereto (collectively, the "*Project*"); and

WHEREAS, this City has determined to execute a loan agreement for the purpose of paying the costs of the Project which will be payable from the Municipal Income Tax Receipts (as hereinafter defined); and

WHEREAS, on or about the same date on which the loan is delivered for the Project, this Council anticipates that the City will also enter into a loan agreement and deliver a related note to provide monies for the payment of the costs of certain capital improvements to the municipal communications system by installing a 10 Gbps fiber network, together with all necessary appurtenances related thereto; and

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Project and the maximum maturity of the Note (as hereinafter defined); and

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

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

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

"*1971 Municipal Income Tax Ordinance*" means Ordinance No. C-7-71 passed by City Council on March 1, 1971.

"*1983 Municipal Income Tax Ordinance*" means Ordinance No. C-35-83 passed by City Council on August 15, 1983, and which was ratified by a majority of the electorate of the City at the general election held on November 1, 1983.

"*Act*" means, collectively, the laws of the State of Ohio, including, without limitation, Section 3, Article XVIII of the Ohio Constitution and Chapter 133 of the Ohio Revised Code, and the Charter of the City.

"Additional Note" means the note to be issued by the City to the Original Purchaser on or about the Closing Date for the purpose of providing monies for the payment of the costs of certain capital improvements to the municipal communications system by installing a 10 Gbps fiber network, together with all necessary appurtenances related thereto.

"*Additional Obligations*" means any additional bonds or other obligations of the City which may be subsequently issued and payable solely from the Municipal Income Tax Receipts on parity with the Note, including Additional Obligations in anticipation of which notes have been issued; *provided*, *however*, in no event shall general obligation notes or bonds of the City be treated as Additional Obligations.

"*Authorized Denominations*" means the denomination of $0.01.

"*City*" means the City of Grove City, Ohio.

"*City Administrator*" means the City Administrator of the City.

"*Clerk*" means the Clerk of Council of the City.

"*Closing Date*" means the date of the execution and delivery of the Loan Agreement.

"*Director of Finance*" means the Director of Finance of the City.

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

"*Interest Payment Dates*" means the date or dates of each year that the Note is outstanding and on which interest is payable, all as set forth in the Loan Agreement.

"*Loan Agreement*" means the Economic Development Loan Agreement (Grove City Stringtown Road Project) between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk and executed by the Mayor and the Director of Finance, all in accordance with Section 5 herein.

"*Loan proceedings*" means, collectively, this Ordinance, the Loan Agreement and such other proceedings of the City, including the Note, that provide collectively for, among other things, the rights of the holder of the Note.

"*Municipal Income Tax*" means the municipal income tax levied and collected by the City pursuant to Chapters 191 and 194 of the City's Codified Ordinances and in accordance with the Municipal Income Tax Ordinances at the rate of two percent (2.00%).

"*Municipal Income Tax Bond Fund*" means the Municipal Income Tax Bond Fund provided for by Section 7 of this Ordinance.

"*Municipal Income Tax Ordinances*" means, collectively, the 1971 Municipal Income Tax Ordinance and the 1983 Municipal Income Tax Ordinance.

"*Municipal Income Tax Receipts*" means the moneys received by the City from the Municipal Income Tax.

"*Note*" means the Note described in Section 2.

"*Original Purchaser*" means Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio.

"*Principal Payment Dates*" means the date or dates of each year that the Note is outstanding and on which principal is payable; *provided* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all as set forth in the Loan Agreement.

"*Project*" means the construction of certain capital improvements to the municipal roadway system along or near Stringtown Road and State Route 104, including but not limited to, constructing certain roadway, water infrastructure, sanitary sewer and recreational trail improvements, together with all necessary appurtenances related thereto.

"*Schedule of Disbursements*" means the schedule to be attached to the Loan Agreement and on which will be recorded from time to time the disbursements made by the Original Purchaser to the City pursuant to the Loan Agreement which disbursements in the aggregate shall not exceed the maximum principal amount authorized pursuant to Section 2.

"*State*" means the State of Ohio.

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

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue a note of this City in a maximum principal amount of $1,000,000 (the "*Note*") for the purpose of paying the costs of the Project. The Note shall be issued pursuant to the Act, this Ordinance and the Loan Agreement. The aggregate principal amount of the Note to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be recorded on the Schedule of Disbursements. The proceeds from the sale of the Note received, constructively or otherwise, by the City (or withheld by the Original Purchaser on behalf of the City) are appropriated and shall be used for the purpose for which the Note is being issued.

Section 3. Denominations; Dating; Principal and Interest Payment; and Prepayment Redemption Provisions. The Note shall be issued in one lot and only as a fully registered note, in Authorized Denominations. The Note shall be dated as of the date of the execution and delivery of the Loan Agreement.

(a) Interest Rates and Payment Dates. The aggregate principal amount of the Note outstanding, which shall be equal to the aggregate installments of the purchase price paid by the Original Purchaser for the benefit of the City, from time to time, pursuant to Section 5, shall bear interest at the rate of (i) zero (0%) per year from the Closing Date until, and including, the calendar day next preceding the first anniversary of the Closing Date; and (ii) the percent per year as set forth in the Loan Agreement (not to exceed two and twenty-six one-hundredths percent (2.26%) per year) from the first anniversary of the Closing Date until the Note is paid in full. Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The Note shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Accrual Date.

(b) Principal Payment Schedule. The Note shall mature on the Principal Payment Dates and in principal amounts as shall be determined pursuant to the Loan Agreement.

(c) Payment of Debt Charges. The debt charges on the Note shall be payable in lawful money of the United States of America. Installments of principal and interest on the Note shall be payable by check or draft mailed to the Original Purchaser; provided that the final payment of all unpaid principal and interest shall be payable when due upon presentation and surrender of the Note at the office of the Director of Finance.

(d) Redemption Provisions. The City may prepay all or any portion of the principal sum of the Note at any time; *provided that*, if prepayment is made (i) prior to or on the calendar day next preceding the second anniversary of the Closing Date, a two percent (2.00%) prepayment redemption fee shall be assessed on the amount of principal to be prepaid and (ii) on or after the second anniversary of the Closing Date, no prepayment redemption fee shall be assessed. All such prepayments shall be applied to the payment of the principal installments due on the Note in the inverse order of its maturity, and shall be accompanied by the payment of accrued interest on the amount of the prepayment to the date thereof.

The City shall give notice of any such prepayment to the Original Purchaser of the Note and such notice shall identify (i) the prepayment redemption price to be paid and (ii) the date fixed for such prepayment. Failure to receive such notice or any defect in that notice regarding the prepayment of the Note, however, shall not affect the validity of the proceedings for the prepayment of the Note.

If moneys for the prepayment of such portion of the Note to be redeemed, together with accrued interest thereon to the prepayment date, are held by the City or an escrow trustee prior to the prepayment date, so as to be available therefor on that prepayment date and, if notice of prepayment has been provided to the Original Purchaser as aforesaid, then from and after such date of deposit with the City or an escrow trustee, such portion of the Note called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the prepayment date, or that notice shall not have been provided to the Original Purchaser as aforesaid, such portion of the Note shall continue to bear interest, until it is paid, at the same rate as it would have borne had it not been called for prepayment. All moneys held by the City or an escrow trustee for the prepayment of a portion of the Note shall be held in trust for the account of the Original Purchaser and shall be paid to it upon presentation and surrender of the Note; *provided* that any interest earned on the moneys so held by the City or the escrow trustee shall be for the account of and paid to the City to the extent not required for the payment of the portion of the Note called for prepayment.

Section 4. Execution and Authentication of Note. The Note shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities. The Note shall be issued in the Authorized Denominations and shall express upon its face the purpose, in summary terms, for which it is issued and that it is issued pursuant to the Act, this Ordinance, and the Loan Agreement.

Section 5. Sale of the Note to the Original Purchaser. The Note is hereby awarded and sold to the Original Purchaser at a purchase price of par plus accrued interest thereon, if any, upon the terms provided for herein and in the Loan Agreement. The Original Purchaser shall pay the purchase price of the Note in one or more installments, such installment(s) being noted by the Original Purchaser on the Schedule of Disbursements.

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

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

Section 6. Note is a Special Obligation; Provisions for the Levy and Collection of Municipal Income Tax. The Note is a special obligation of the City, and the principal of and interest (and any premium) on the Note, the Additional Note and any Additional Obligations are payable solely from the Municipal Income Tax Receipts, and such payment is secured by a pledge of Municipal Income Tax Receipts as provided by the Act and this Ordinance.

The City has heretofore levied and covenants that it shall continue to collect the Municipal Income Tax for so long as the Note, the Additional Note and any Additional Obligations are outstanding. The City hereby covenants and agrees that, so long as the Note, the Additional Note and any Additional Obligations are outstanding, it shall not suffer the repeal, amendment or any other change in this Ordinance, or the Municipal Income Tax Ordinances, that in any way materially and adversely affects or impairs (a) the sufficiency of the Municipal Income Tax levied and collected or otherwise available for the payment of the Note, the Additional Note and any Additional Obligations or (b) the pledge or the application of the Municipal Income Tax Receipts to the payment of the Note, the Additional Note and any Additional Obligations.

The Note does not constitute a general obligation debt or a pledge of the full faith or credit or property taxing power of the City. Nothing herein shall be construed as requiring the City to use or apply to the payment of principal of and interest (and any premium) on the Note any funds or revenues from any source other than Municipal Income Tax Receipts. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Note.

If the City shall pay or cause to be paid and discharged the Note, the covenants, agreements and other obligations of the City hereunder and in the Note shall be discharged and satisfied. The City shall be considered to have caused the Note to be paid and discharged if the City has placed in escrow, and pledged for the payment of debt charges on the Note, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of debt charges on the Note. For purposes of this Section, "*direct obligations of or obligations guaranteed as to payment by the United States*" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

All of the agreements, covenants and duties under this Ordinance are hereby established as duties specifically enjoined by law or resulting from an office, trust or station upon this City within the meaning of Section 2731.01 of the Revised Code.

Section 7. Creation of Municipal Income Tax Bond Fund and Application of Municipal Income Tax Receipts. To the extent not heretofore created, the Municipal Income Tax Bond Fund is hereby created as of the date of initial delivery of the Note as a bond retirement fund or an account of a bond retirement fund established pursuant to Ohio Revised Code Sections 133.01(D) and 5705.09 for payment of debt service and financing costs related to the Note, the Additional Note and the Additional Obligations, and shall be maintained by the Director of Finance in the custody of the City. The Director of Finance is hereby authorized to maintain, or permit the maintenance of, such separate accounts in that Fund, and such separate subaccounts in any account, as is determined to be in the best interest of the City. Any moneys on deposit in the Municipal Income Tax Bond Fund shall be invested to the extent permitted by law.

To the extent other moneys have not been appropriated and made available for the purpose, the City hereby covenants, subject and pursuant to the Constitution and laws of the State, to appropriate and pay from the Municipal Income Tax Receipts into the Municipal Income Tax Bond Fund on or before the Interest Payment Date or Principal Payment Date an amount which, after giving effect to any amounts then on deposit in the Municipal Income Tax Bond Fund, including any interest earnings retained in that Fund, would result in an amount sufficient to pay the interest and principal due and payable on the outstanding Note, the Additional Note and any Additional Obligations on that next respective Interest Payment Date and Principal Payment Date. For that purpose, in each year while the Note, the Additional Note and any Additional Obligations are outstanding, to the extent other moneys have not been appropriated and made available for the purpose, this Council will appropriate Municipal Income Tax Receipts required to pay the principal of and interest (and any premium) on the Note, the Additional Note and any Additional Obligations in that year. Further, this Council will give effect to such appropriations in all ordinances it passes or resolutions it adopts thereafter in that year appropriating money for expenditure and encumbrance and limit the other appropriations of Municipal Income Tax Receipts in that year to the amount available after deducting the amount required to pay the principal of and interest (and any premium) on the Note, the Additional Note and any Additional Obligations in that year to the extent other moneys have not been appropriated and made available for those principal, interest and premium payments.

Any portion of the Municipal Income Tax Receipts not otherwise required to be deposited into the Municipal Income Tax Bond Fund in accordance with this Section shall be used to meet other obligations of the City as may be lawfully discharged from the Municipal Income Tax.

Section 8. Additional Obligations. The City shall have the right from time to time to issue Additional Obligations on a parity with the Note and the Additional Note, which Additional Obligations shall, unless paid from other sources, be payable solely from the Municipal Income Tax Receipts, and such payment shall be secured by a pledge of the Municipal Income Tax Receipts as provided by the Act and by an ordinance passed by this Council authorizing the issuance of those Additional Obligations.

Before any Additional Obligations are issued, the City shall be required to furnish a certificate of the Director of Finance showing that the aggregate amount of Municipal Income Tax Receipts received during the two fiscal years immediately preceding the issuance of those Additional Obligations was at least equal to three hundred percent (300%) of the largest amount required to be paid in any succeeding calendar year to meet interest and principal maturities of the Note, the Additional Note and any Additional Obligations to be outstanding immediately after the issuance of such Additional Obligations (the "*Coverage Test*"). For bond anticipation notes, the principal and interest on the Additional Obligations anticipated by such notes shall be used in calculating compliance with this provision.

The moneys in the Municipal Income Tax Bond Fund shall be applied to all Additional Obligations in the manner provided for in Section 7 hereof as if the Additional Obligations were the Note. The proceeds of any sale of Additional Obligations shall be allocated in the manner provided in the ordinance authorizing their issuance.

Junior lien or other subordinate obligations payable from the Municipal Income Tax Receipts may be issued without limitation.

Any Additional Obligations shall bear such designation as may be necessary to distinguish them from the Note, the Additional Note or other Additional Obligations having different provisions and shall have maturities, interest rates, Interest Payment Dates, redemption provisions, denominations and other provisions as provided in the ordinances hereafter adopted providing for the issuance of the Additional Obligations; *provided*, *however*, that those terms and provisions shall not be inconsistent with this Ordinance, or the then outstanding Note or the Additional Note.

Section 9. Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Note, to the extent not paid by the Original Purchaser in accordance with the Loan Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Note to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

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

Section 11. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Note in order to make it a legal, valid and binding special obligation of the City have been performed and have been met, or will at the time of delivery of the Note have been performed and have been met, in regular and due form as required by law; that the Municipal Income Tax Receipts are pledged for the timely payment of the debt charges on the Note; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Note; and that the Note is being authorized and issued pursuant to the Act, this Ordinance, the Loan Agreement, and other authorizing provisions of law.

Section 12. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this

Ordinance were taken in an open meeting of this Council or any of its committees and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code and the Charter of the City.

Section 13. Effective Date. This Ordinance shall take effect at the earliest opportunity allowed by law.

____

Roby Schottke, President of Council

Passed: ______________, 2017

____

Richard L. Stage, Mayor

Effective: ____________, 2017

Attest: ______________________________

Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correct as to form.

____

Stephen J. Smith, Director of Law

Date:	04/07/17	No.:	C-25-17
Introduced By:	Mr. Davis	1st Reading:	06/05/17
Committee:	Finance	Public Notice:	06/08/17
Originated By:	Mr. Turner	2nd Reading:	06/19/17
Approved:	Mr. Boso	Passed:	Rejected:
Emergency:	30 Days: X	Codified:	Code No:
Current Expense:		Passage Publication:	

ORDINANCE NO. C-25-17

AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A LOAN AGREEMENT WITH FRANKLIN COUNTY, OHIO PROVIDING FOR A LOAN TO THE CITY IN THE MAXIMUM PRINCIPAL AMOUNT OF $2,000,000.00 FOR THE PURPOSE OF PAYING THE COSTS OF CERTAIN CAPITAL IMPROVEMENTS TO THE MUNICIPAL COMMUNICATIONS SYSTEM BY INSTALLING A 10 GBPS FIBER NETWORK, TOGETHER WITH ALL NECESSARY APPURTENANCES RELATED THERETO, AND AUTHORIZING THE EXECUTION AND DELIVERY OF ANY ADDITIONAL DOCUMENTS RELATED THERETO

WHEREAS, by Ordinance No. C-7-71, passed by City Council on March 1, 1971 (the "*1971 Municipal Income Tax Ordinance*"), the City levied a tax at the rate of one percent (1.00%) upon certain classes of salaries, wages, commission, rents, compensation and profits for the purposes of general municipal operations, maintenance, new equipment and capital improvements of the City, all as further described and set forth in the 1971 Municipal Income Tax Ordinance; and

WHEREAS, by Ordinance No. C-35-83, passed by City Council on August 15, 1983 (the "*1983 Municipal Income Tax Ordinance*", and together with the 1971 Municipal Income Tax Ordinance, the "*Municipal Income Tax Ordinances*"), City Council proposed to levy a further tax of one percent (1.00%) upon certain classes of salaries, wages, commission, rents, compensation and profits for purposes of daily operations of the Division of Police, street maintenance and improvements, general municipal operations and maintenance and capital improvements, all as further described in the 1983 Municipal Income Tax Ordinance; and

WHEREAS, on November 1, 1983, the 1983 Municipal Income Tax Ordinance was ratified by a majority vote of the electors in the City, and the City's municipal income tax rate was increased by one percent (1.00%) to a total rate of two percent (2.00%) (the "*Municipal Income Tax*") in accordance with the Municipal Income Tax Ordinances; and

WHEREAS, the Municipal Income Tax Ordinances have been codified as Chapters 191 and 194 of the City's Codified Ordinances and the Municipal Income Tax is collected pursuant to Chapters 191 and 194 of the City's Codified Ordinances; and

WHEREAS, this Council has determined to work cooperatively with the Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio, to provide monies for the payment of the costs of certain capital improvements to the municipal communications system by installing a 10 Gbps fiber network, together with all necessary appurtenances related thereto, and authorizing the execution and delivery of any additional documents related thereto (collectively, the "*Project*"); and

WHEREAS, this City has determined to execute a loan agreement for the purpose of paying the costs of the Project which will be payable from the Municipal Income Tax Receipts (as hereinafter defined); and

WHEREAS, on or about the same date on which the loan is delivered for the Project, this Council anticipates that the City will also enter into a loan agreement and deliver a related note to provide monies for the payment of the costs of certain capital improvements to the municipal roadway system along or near Stringtown Road and State Route 104, including but not limited to, constructing certain roadway, water infrastructure, sanitary sewer and recreational trail improvements, together with all necessary appurtenances related thereto; and

WHEREAS, this Council has requested that the Director of Finance, as fiscal officer of this City, certify the estimated life or period of usefulness of the Project and the maximum maturity of the Note (as hereinafter defined); and

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

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

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

"*1971 Municipal Income Tax Ordinance*" means Ordinance No. C-7-71 passed by City Council on March 1, 1971.

"*1983 Municipal Income Tax Ordinance*" means Ordinance No. C-35-83 passed by City Council on August 15, 1983, and which was ratified by a majority of the electorate of the City at the general election held on November 1, 1983.

"*Accrual Date*" means the first anniversary of the Closing Date.

"*Act*" means, collectively, the laws of the State of Ohio, including, without limitation, Section 3, Article XVIII of the Ohio Constitution and Chapter 133 of the Ohio Revised Code, and the Charter of the City.

"Additional Note" means the note to be issued by the City to the Original Purchaser on or about the Closing Date for the purpose of providing monies for the payment of the costs of certain capital improvements to the municipal roadway system along or near Stringtown Road and State Route 104, including but not limited to, constructing certain roadway, water infrastructure, sanitary sewer and recreational trail improvements, together with all necessary appurtenances related thereto.

"*Additional Obligations*" means any additional bonds or other obligations of the City which may be subsequently issued and payable solely from the Municipal Income Tax Receipts on parity with the Note, including Additional Obligations in anticipation of which notes have been issued; *provided*, *however*, in no event shall general obligation notes or bonds of the City be treated as Additional Obligations.

"*Authorized Denominations*" means the denomination of $0.01.

"*City*" means the City of Grove City, Ohio.

"*City Administrator*" means the City Administrator of the City.

"*Clerk*" means the Clerk of Council of the City.

"*Closing Date*" means the date of the execution and delivery of the Loan Agreement.

"*Director of Finance*" means the Director of Finance of the City.

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

"*Interest Payment Dates*" means the date or dates of each year that the Note is outstanding and on which interest is payable, all as set forth in the Loan Agreement.

"*Loan Agreement*" means the Economic Development Loan Agreement (Grove City Fiber Project) between the City and the Original Purchaser, as it may be modified from the form on file with the Clerk and executed by the Mayor and the Director of Finance, all in accordance with Section 5 herein.

"*Loan proceedings*" means, collectively, this Ordinance, the Loan Agreement and such other proceedings of the City, including the Note, that provide collectively for, among other things, the rights of the holder of the Note.

"*Municipal Income Tax*" means the municipal income tax levied and collected by the City pursuant to Chapters 191 and 194 of the City's Codified Ordinances and in accordance with the Municipal Income Tax Ordinances at the rate of two percent (2.00%).

"*Municipal Income Tax Bond Fund*" means the Municipal Income Tax Bond Fund provided for by Section 7 of this Ordinance.

"*Municipal Income Tax Ordinances*" means, collectively, the 1971 Municipal Income Tax Ordinance and the 1983 Municipal Income Tax Ordinance.

"*Municipal Income Tax Receipts*" means the moneys received by the City from the Municipal Income Tax.

"*Note*" means the Note described in Section 2.

"*Original Purchaser*" means Director of the Franklin County, Ohio Department of Economic Development and Planning, acting with the approval and on behalf of the Board of County Commissioners of Franklin County, Ohio.

"*Principal Payment Dates*" means the date or dates of each year that the Note is outstanding and on which principal is payable; *provided* that in no case shall the final Principal Payment Date exceed the maximum maturity limitation referred to in the preambles hereto, all as set forth in the Loan Agreement.

"*Project*" means the construction of certain capital improvements to the municipal communications system by installing a 10 Gbps fiber network, together with all necessary appurtenances related thereto.

"*Schedule of Disbursements*" means the schedule to be attached to the Loan Agreement and on which will be recorded from time to time the disbursements made by the Original Purchaser to the City pursuant to the Loan Agreement which disbursements in the aggregate shall not exceed the maximum principal amount authorized pursuant to Section 2.

"*State*" means the State of Ohio.

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

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Council determines that it is necessary and in the best interest of the City to issue a note of this City in a maximum principal amount of $2,000,000 (the "*Note*") for the purpose of paying the costs of the Project. The Note shall be issued pursuant to the Act, this Ordinance and the Loan Agreement. The aggregate principal amount of the Note to be issued shall not exceed the maximum principal amount specified in this Section 2 and shall be recorded on the Schedule of Disbursements. The proceeds from the sale of the Note received, constructively or otherwise, by the City (or withheld by the Original Purchaser on behalf of the City) are appropriated and shall be used for the purpose for which the Note is being issued.

Section 3. Denominations; Dating; Principal and Interest Payment; and Prepayment Redemption Provisions. The Note shall be issued in one lot and only as a fully registered note, in Authorized Denominations. The Note shall be dated as of the date of the execution and delivery of the Loan Agreement.

(a) Interest Rates and Payment Dates. The aggregate principal amount of the Note outstanding, which shall be equal to the aggregate installments of the purchase price paid by the Original Purchaser for the benefit of the City, from time to time, pursuant to Section 5, shall bear interest at the rate of (i) zero (0%) per year from the Closing Date until, and including, the calendar day next preceding the first anniversary of the Closing Date; and (ii) the percent per year as set forth in the Loan Agreement (not to exceed two and twenty-six one-hundredths percent (2.26%) per year) from the Accrual Date until the Note is paid in full. Interest on the Note shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The Note shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from the Accrual Date.

(b) Principal Payment Schedule. The Note shall mature on the Principal Payment Dates and in principal amounts as shall be determined pursuant to the Loan Agreement.

(c) Payment of Debt Charges. The debt charges on the Note shall be payable in lawful money of the United States of America. Installments of principal and interest on the Note shall be payable by check or draft mailed to the Original Purchaser; provided that the final payment of all unpaid principal and interest shall be payable when due upon presentation and surrender of the Note at the office of the Director of Finance.

(d) Redemption Provisions. The City may prepay all or any portion of the principal sum of the Note at any time; *provided that*, if prepayment is made (i) prior to or on the calendar day next preceding the second anniversary of the Closing Date, a two percent (2.00%) prepayment redemption fee shall be assessed on the amount of principal to be prepaid and (ii) on or after the second anniversary of the Closing Date, no prepayment redemption fee shall be assessed. All such prepayments shall be applied to the payment of the principal installments due on the Note in the inverse order of its maturity, and shall be accompanied by the payment of accrued interest on the amount of the prepayment to the date thereof.

The City shall give notice of any such prepayment to the Original Purchaser of the Note and such notice shall identify (i) the prepayment redemption price to be paid and (ii) the date fixed for such prepayment. Failure to receive such notice or any defect in that notice regarding the prepayment of the Note, however, shall not affect the validity of the proceedings for the prepayment of the Note.

If moneys for the prepayment of such portion of the Note to be redeemed, together with accrued interest thereon to the prepayment date, are held by the City or an escrow trustee prior to the prepayment date, so as to be available therefor on that prepayment date and, if notice of prepayment has been provided to the Original

Purchaser as aforesaid, then from and after such date of deposit with the City or an escrow trustee, such portion of the Note called for redemption shall cease to bear interest and no longer shall be considered to be outstanding. If those moneys shall not be so available on the prepayment date, or that notice shall not have been provided to the Original Purchaser as aforesaid, such portion of the Note shall continue to bear interest, until it is paid, at the same rate as it would have borne had it not been called for prepayment. All moneys held by the City or an escrow trustee for the prepayment of a portion of the Note shall be held in trust for the account of the Original Purchaser and shall be paid to it upon presentation and surrender of the Note; *provided* that any interest earned on the moneys so held by the City or the escrow trustee shall be for the account of and paid to the City to the extent not required for the payment of the portion of the Note called for prepayment.

Section 4. Execution and Authentication of Note. The Note shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities. The Note shall be issued in the Authorized Denominations and shall express upon its face the purpose, in summary terms, for which it is issued and that it is issued pursuant to the Act, this Ordinance, and the Loan Agreement.

Section 5. Sale of the Note to the Original Purchaser. The Note is hereby awarded and sold to the Original Purchaser at a purchase price of par plus accrued interest thereon, if any, upon the terms provided for herein and in the Loan Agreement. The Original Purchaser shall pay the purchase price of the Note in one or more installments, such installment(s) being noted by the Original Purchaser on the Schedule of Disbursements.

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

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

Section 6. Note is a Special Obligation; Provisions for the Levy and Collection of Municipal Income Tax. The Note is a special obligation of the City, and the principal of and interest (and any premium) on the Note, the Additional Note and any Additional Obligations are payable solely from the Municipal Income Tax Receipts, and such payment is secured by a pledge of Municipal Income Tax Receipts as provided by the Act and this Ordinance.

The City has heretofore levied and covenants that it shall continue to collect the Municipal Income Tax for so long as the Note, the Additional Note and any Additional Obligations are outstanding. The City hereby covenants and agrees that, so long as the Note, the Additional Note and any Additional Obligations are outstanding, it shall not suffer the repeal, amendment or any other change in this Ordinance, or the Municipal Income Tax Ordinances, that in any way materially and adversely affects or impairs (a) the sufficiency of the Municipal Income Tax levied and collected or otherwise available for the payment of the Note, the Additional Note and any Additional Obligations or (b) the pledge or the application of the Municipal Income Tax Receipts to the payment of the Note, the Additional Note and any Additional Obligations.

The Note does not constitute a general obligation debt or a pledge of the full faith or credit or property taxing power of the City. Nothing herein shall be construed as requiring the City to use or apply to the payment of principal of and interest (and any premium) on the Note any funds or revenues from any source other than Municipal Income Tax Receipts. Nothing herein, however, shall be deemed to prohibit the City, of its own volition, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Ordinance or of the Note.

If the City shall pay or cause to be paid and discharged the Note, the covenants, agreements and other obligations of the City hereunder and in the Note shall be discharged and satisfied. The City shall be considered to have caused the Note to be paid and discharged if the City has placed in escrow, and pledged for the payment of debt charges on the Note, money or direct or guaranteed obligations of the United States, or a combination of those obligations, determined by an independent firm experienced in making such determinations to be sufficient, with the interest or other investment income accruing on those direct or guaranteed obligations, for the payment of debt charges on the Note. For purposes of this Section, "*direct obligations of or obligations guaranteed as to payment by the United States*" includes rights to receive payment or portions of payments of the principal of or interest or other investment income on those obligations, and other obligations fully secured as to payment by those obligations and the interest or other investment income on those obligations.

All of the agreements, covenants and duties under this Ordinance are hereby established as duties specifically enjoined by law or resulting from an office, trust or station upon this City within the meaning of Section 2731.01 of the Revised Code.

Section 7. Creation of Municipal Income Tax Bond Fund and Application of Municipal Income Tax Receipts. To the extent not heretofore created, the Municipal Income Tax Bond Fund is hereby created as of the date of initial delivery of the Note as a bond retirement fund or an account of a bond retirement fund established pursuant to Ohio Revised Code Sections 133.01(D) and 5705.09 for payment of debt service and financing costs related to the Note, the Additional Note and the Additional Obligations, and shall be maintained by the Director of Finance in the custody of the City. The Director of Finance is hereby authorized to maintain, or permit the maintenance of, such separate accounts in that Fund, and such separate subaccounts in any account, as is determined to be in the best interest of the City. Any moneys on deposit in the Municipal Income Tax Bond Fund shall be invested to the extent permitted by law.

To the extent other moneys have not been appropriated and made available for the purpose, the City hereby covenants, subject and pursuant to the Constitution and laws of the State, to appropriate and pay from the Municipal Income Tax Receipts into the Municipal Income Tax Bond Fund on or before the Interest Payment Date or Principal Payment Date an amount which, after giving effect to any amounts then on deposit in the Municipal Income Tax Bond Fund, including any interest earnings retained in that Fund, would result in an amount sufficient to pay the interest and principal due and payable on the outstanding Note, the Additional Note and any Additional Obligations on that next respective Interest Payment Date and Principal Payment Date. For that purpose, in each year while the Note, the Additional Note and any Additional Obligations are outstanding, to the extent other moneys have not been appropriated and made available for the purpose, this Council will appropriate Municipal Income Tax Receipts required to pay the principal of and interest (and any premium) on the Note, the Additional Note and any Additional Obligations in that year. Further, this Council will give effect to such appropriations in all ordinances it passes or resolutions it adopts thereafter in that year appropriating money for expenditure and encumbrance and limit the other appropriations of Municipal Income Tax Receipts in that year to the amount available after deducting the amount required to pay the principal of and interest (and any premium) on the Note, the Additional Note and any Additional Obligations in that year to the extent other moneys have not been appropriated and made available for those principal, interest and premium payments.

Any portion of the Municipal Income Tax Receipts not otherwise required to be deposited into the Municipal Income Tax Bond Fund in accordance with this Section shall be used to meet other obligations of the City as may be lawfully discharged from the Municipal Income Tax.

Section 8. Additional Obligations. The City shall have the right from time to time to issue Additional Obligations on a parity with the Note and the Additional Note, which Additional Obligations shall, unless paid from other sources, be payable solely from the Municipal Income Tax Receipts, and such payment shall be secured by a pledge of the Municipal Income Tax Receipts as provided by the Act and by an ordinance passed by this Council authorizing the issuance of those Additional Obligations.

Before any Additional Obligations are issued, the City shall be required to furnish a certificate of the Director of Finance showing that the aggregate amount of Municipal Income Tax Receipts received during the two fiscal years immediately preceding the issuance of those Additional Obligations was at least equal to three hundred percent (300%) of the largest amount required to be paid in any succeeding calendar year to meet interest and principal maturities of the Note, the Additional Note and any Additional Obligations to be outstanding immediately after the issuance of such Additional Obligations (the "*Coverage Test*"). For bond anticipation notes, the principal and interest on the Additional Obligations anticipated by such notes shall be used in calculating compliance with this provision.

The moneys in the Municipal Income Tax Bond Fund shall be applied to all Additional Obligations in the manner provided for in Section 7 hereof as if the Additional Obligations were the Note. The proceeds of any sale of Additional Obligations shall be allocated in the manner provided in the ordinance authorizing their issuance.

Junior lien or other subordinate obligations payable from the Municipal Income Tax Receipts may be issued without limitation.

Any Additional Obligations shall bear such designation as may be necessary to distinguish them from the Note, the Additional Note or other Additional Obligations having different provisions and shall have maturities, interest rates, Interest Payment Dates, redemption provisions, denominations and other provisions as provided in the ordinances hereafter adopted providing for the issuance of the Additional Obligations; *provided, however*, that those terms and provisions shall not be inconsistent with this Ordinance, or the then outstanding Note or the Additional Note.

Section 9. Financing Costs. The expenditure of the amounts necessary to pay any Financing Costs in connection with the Note, to the extent not paid by the Original Purchaser in accordance with the Loan Agreement, is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Note to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

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

Section 11. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be performed by the City or to have been met precedent to and in the issuing of the Note in order to make it a legal, valid and binding special obligation of the City have been performed and have been met, or will at the time of delivery of the Note have been performed and have been met, in regular and due form as required by law; that the Municipal Income Tax Receipts are pledged for the timely payment of the debt charges on the Note; that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Note; and that the Note is being authorized and issued pursuant to the Act, this Ordinance, the Loan Agreement, and other authorizing provisions of law.

Section 12. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or any of its committees and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code and the Charter of the City.

Section 13. Effective Date. This Ordinance shall take effect at the earliest opportunity allowed by law.

____

Roby Schottke, President of Council

Passed: _______________, 2017

____

Richard L. Stage, Mayor

Effective: _____________, 2017

Attest: ______________________________

Tami K. Kelly, MMC, Clerk of Council

I certify that this Ordinance is correct as to form.

____

Stephen J. Smith, Director of Law

Date: 06/13/17	No.: C-27-17
Introduced By: Mr. Davis	1st Reading: 06/19/17
Committee: Finance	Public Notice: 06/22/17
Originated By: Mr. Boso	2nd Reading: 07/03/17
Approved:	Passed: ___ Rejected: ___
Emergency: ___ 30 Days: X	Codified: ___ Code No: ___
Current Expense:	Passage Publication: ___

ORDINANCE NO. C-27-17

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

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

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

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

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

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

C-27-17
Exhibit 'A'

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Establishment by the Enterprise

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

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

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

Section 2. Employment and Payroll

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

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

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

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

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

Section 3. Tax Incentive

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

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

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

Section 4. Sufficient Funding

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

Section 5. Maintenance of Tax Incentive

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

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

B. If, for any reason, the Enterprise Zone designation expires, or the Director of the Ohio Development Services Agency (formerly the Ohio Department of Development) revokes certification of the Enterprise Zone, or the **County** revokes the designation of the Enterprise Zone, the entitlements granted under this **Agreement** shall continue for the number of years specified under this **Agreement**, unless the **Enterprise** materially fails to fulfill its obligations under this **Agreement** and the **County** terminates or modifies the exemptions from taxation granted under this **Agreement**.

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

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

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

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

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

<u>Section 6.</u> <u>Program Compliance</u>

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

B. The **Enterprise** shall pay such real and tangible personal property taxes as are not exempted under this **Agreement** and are charged against such property and shall file all tax reports and returns as required by law. If the **Enterprise** fails to pay such taxes or file such returns and reports, all incentives granted under this **Agreement** may be rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

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

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

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

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

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

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

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

Section 7. Legislative Approvals

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

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

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

Section 8. Severability

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

Section 9. Transferability

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

Section 10. Amendments or Modifications

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

Section 11. Notice Requirements

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

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

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

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

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

[Signature Page follows]

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

Grove City MOB, LLC

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

City of Grove City

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

Date: _______________________________

Approved as to form:

By: _______________________________
Stephen J. Smith, Frost Brown Todd

Date: _______________________________

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

By: _______________________________
Assistant Prosecuting Attorney

Date: _______________________________

Franklin County Board of Commissioners

____
JOHN O'GRADY, PRESIDENT

____
MARILYN BROWN

____
KEVIN L. BOYCE

Approved:
Franklin County Economic Development and Planning Department

By: _______________________________
James Schimmer, Director

Date: _______________________________

EXHIBIT A

<u>OHIO ENTERPRISE ZONE PROGRAM APPLICATION</u>

Franklin County
Economic Development & Planning Department

SMART WORKS
IN FRANKLIN COUNTY

FRANKLIN COUNTY
OHIO ENTERPRISE ZONE PROGRAM APPLICATION

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

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

Grove City MOB, LLC.
Enterprise

640 Enterprise Drive - Suite A
Lewis Center, Ohio 43035
Address

Denny Freudeman
Contact
614-486-9620
Phone

1b. Project site:

Address TBD on the campus of
Mount Carmel Grove City
Address

Denny Freudeman
Contact
614-486-9620
Phone

2a. Nature of business (manufacturing, distribution, wholesale or other).
Medical Office Building

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

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

N/A

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

Limited Liability Corporation (Lessor)

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

Denny Freudeman, Managing Member, Grove City MOB LLC

4. Is business seasonal in nature? Yes___ No_x__

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

Zero

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

Yes___ No_x_

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

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

Zero

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

Zero

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

N/A

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

Yes __ No _x_

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

7. Does the Enterprise owe:

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

Yes___ No_x_

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

Yes__ No_x_

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

Yes__ No_x_

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

N/A

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

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

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

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

Approximately 50 new employees. See Exhibit A

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

2017 - 2018

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

2017 -2018

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

$5,150,000 See Exhibit A

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

N/A

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

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

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

Approximately $11,352,138

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

N/A

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

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

15.

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

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

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

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

Applicant agrees to supply additional information upon request.

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

Grove City MOB LLC
Name of Enterprise

Signature

4/10/17
Date

Denny Freudeman
Typed Name

Managing Member
Title

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

** Attach to Final Enterprise Zone Agreement as Exhibit A

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

PLEASE RETURN TO:

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

EXHIBIT A

Answer to Question 10 a

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

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

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

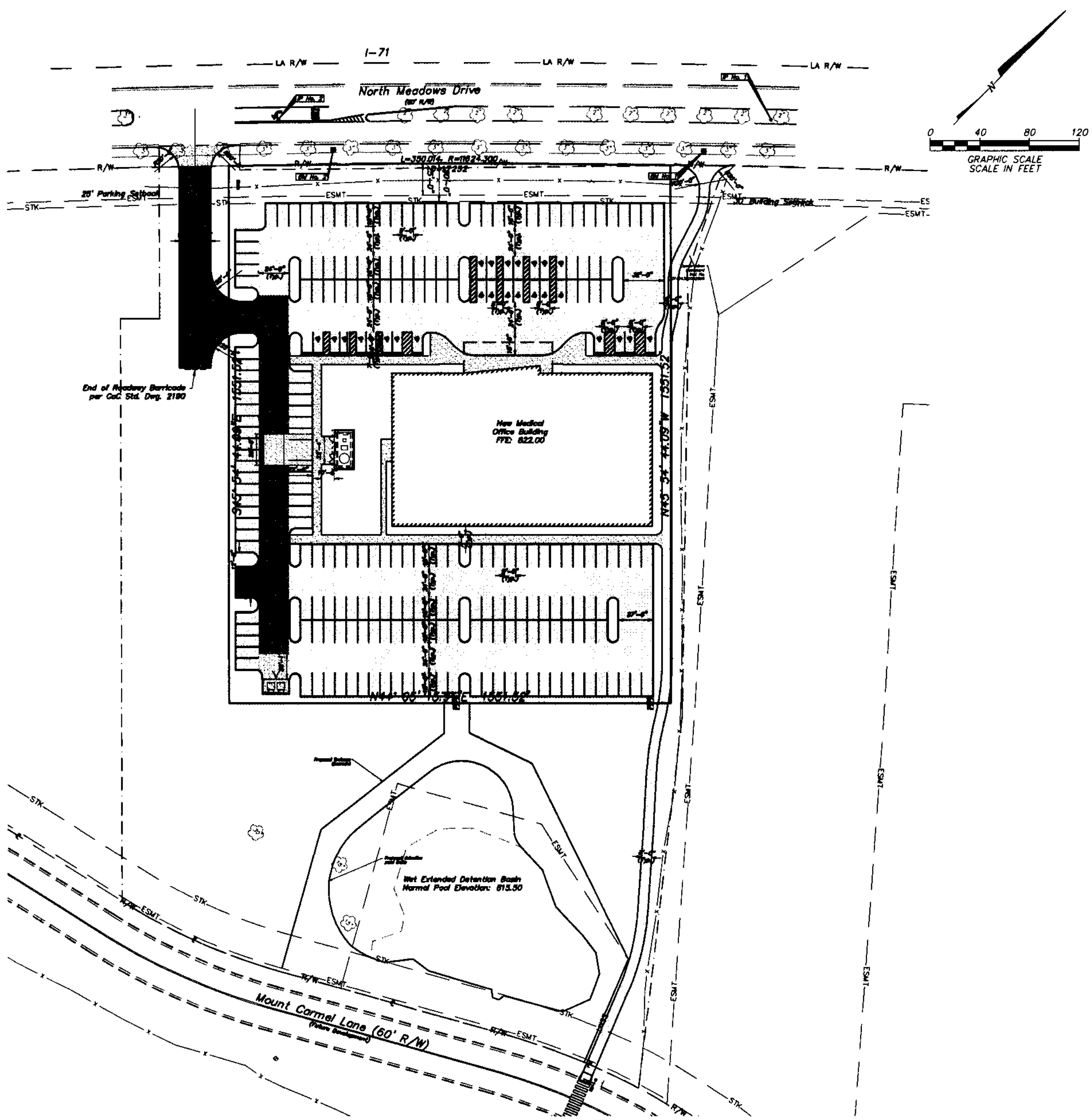
Remaining Square footage to lease equals 14,500 SF. Once leased, this would create additional jobs estimated at 16 -30

Hplex Solutions

1

EXHIBIT B

PROJECT SITE MAP



STAKING LEGEND
PROPOSED

- Roadway Centerline
- Property Line
- Building/Wall
- Curb and Gutter
- Straight Curb per Std. Dwg. C-GC-5B
- Pavement
- Walk
- Score
- Ditch Line
- Stream or River Line
- Construction Limits
- Painted Wheelchair Symbol
- Sign
- Handicapped Parking Sign
- Heavy Duty Asphalt
- Light Duty Asphalt
- Concrete Pavement or Sidewalk

General Notes:

1. All dimensions and coordinates are given to face of curb and face of building unless otherwise noted.
2. All curb and sidewalk radii shall be 5'-0" unless otherwise noted.
3. Provide striping and symbols as shown per ODOT Item 640 and 641. Striping paint shall be ODOT Item 740.02 Type 4 without glass beads. Typical line width shall be 4 inches, color white.
4. Standard parking stall dimensions are 9'-0" in width by 20'-0" in length unless otherwise noted.
5. Sawcut full depth sidewalk and pavement where new work abuts existing construction. Take care to provide neat straight lines. Provide pavement sealant per ODOT Item 423 at joint between existing and new asphalt. remove concrete to nearest joint. Provide ½" Preformed Expansion Joint filler between new and existing construction.
6. Any property pins damaged as part of construction shall be reset by an Ohio registered surveyor.
7. Provide 20 Handicap Accessible Parking Signs and 6 Van Accessible Parking Signs as shown on Detail F/C1.2. Final Location of signs to be determined by Architect.
8. Maintain pedestrian and vehicular access to adjacent buildings at all times during construction.
9. Refer to Architectural Drawings for all site signage not shown on this sheet.
10. Building coordinates provided for building location only. Refer to architectural plans for building layout.
11. Provide concrete parking blocks at all ADA spaces where parking abuts sidewalk per Detail G/C1.2.
12. Provide control joints per Detail D/C1.2. Provide isolation joints where new concrete abuts existing structures per Detail E/1.2 and per Specifications.

BENCHMARKS		
No.	Elevation	Description
BM No. 1	820.56	Chiseled "X" on the northwesterly corner of Light Pole Base
BM No. 2	820.35	Chiseled "X" on the northwesterly corner of Light Pole Base

*All Elevations are based on NAVD 1988.

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

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

GROVE CITY - MOB

NORTH MEADOWS DRIVE | GROVE CITY, OHIO 43123 |

PRELIMINARY
NOT FOR CONSTRUCTION

2016.308

STAKING PLAN

19 APRIL 2017

C1.0

EXHIBIT C

CITY OF GROVE CITY RESOLUTION

EXHIBIT D

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Schreiner seconded the motion.

Roll Call:
Ms. Dover, Aye; Mr. Schreiner, Aye; Ms. Garverick, Aye;
Mr. Ragland, Aye; Ms. Johnson, Aye.
Motion Carried

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

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

Date: 06/12/17	No.: CR-25-17
Introduced By: Mr. Davis	1st Reading: 06/19/17
Committee: Finance	Public Notice: 6/07/17
Originated By: Mr. Turner	2nd Reading:
Approved: Mayor Stage	Passed: ____ Rejected:
Emergency: ___ 30 Days: ___	Codified: ___ Code No:
Current Expense: ________	Passage Publication:

RESOLUTION NO. CR-25-17

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

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

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

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

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

____
Roby Schottke, President of Council

____
Richard L. Stage, Mayor

Passed:
Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

____
Stephen J. Smith, Director of Law

City of Grove City CR-25-17 **2018 TAX BUDGET**

TABLE OF CONTENTS

City or Village of GROVE CITY

FRANKLIN County, Ohio

(Date) ______________ 2017

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

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

Signed ______________

Title Director of Finance

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISION, 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	XXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXX	XXXXXXXXX	XXXXXXXXXX
GENERAL FUND	$611,100	0.7			
GENERAL FUND CHARTER	$261,900		0.3		
BOND RETIREMENT CHARTER	873,000		1.0		
POLICE PENSION FUND	1,309,500	1.5			
PROPRIETARY FUNDS	XXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXX	XXXXXXXXX	XXXXXXXXXX
FIDUCIARY FUNDS	XXXXXXXXXXX	XXXXXXXXXXXX	XXXXXXXXXXX	XXXXXXXXX	XXXXXXXXXX
TOTAL ALL FUNDS	$3,055,500				

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND **EXHIBIT I**
FUND TYPE/CLASSIFICATION: GOVERNMENTAL -- GENERAL

TOTAL REVENUE

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

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND **EXHIBIT I**

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

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

CITY OF GROVE CITY TAX BUDGET

FUND NAME: GENERAL FUND **EXHIBIT I**
FUND TYPE/CLASSIFICATION: GOVERNMENTAL - GENERAL

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

Note:

Municipal Income Tax	22,587,865	21,756,638	22,902,021	23,631,687	23,548,272	24,244,769
General Operating Expenses (Exclude Cap Outlay & Trfrs)	19,653,890	20,406,113	21,193,123	22,930,276	25,224,544	25,808,461
Excess (Shortfall)	2,933,975	1,350,525	1,708,899	701,411	(1,676,272)	(1,563,691)

CITY OF GROVE CITY TAX BUDGET

FUND NAME: POLICE PENSION FUND

FUND TYPE/CLASSIFICATION: GOVERNMENTAL - SPECIAL REVENUE

EXHIBIT II

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

CITY OF GROVE CITY TAX BUDGET

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

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

EXHIBIT III

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

CITY OF GROVE CITY TAX BUDGET

EXHIBIT III

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

EXHIBIT IV

STATEMENT OF PERMANENT IMPROVEMENTS

(Excludes Expenses to be Paid from Bond Issues)

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

EXHIBIT V

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	

EXHIBIT VI

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

Date: 06/12/17	No.: CR-26-17
Introduced By: Mr. Davis	1st Reading: 06/19/17
Committee: Finance	Public Notice: 0 / /17
Originated By: Mr. Smith	2nd Reading: 0 / /17
Approved: Mr. Boso	Passed: ____ Rejected:
Emergency: ___ 30 Days: ____	Codified: ___ Code No:
Current Expense: __________	Passage Publication:

RESOLUTION CR-26-17

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 139.05 OF THE CODIFIED ORDINANCES FOR THE LOG CABIN REPAIRS AT CENTURY VILLAGE

WHEREAS, Century Village at Fryer Park, is home to a number of relocated and reconstructed historic structures, as well as a schoolhouse original to the site; and

WHEREAS, the log barn at Century Village needs log replacement and chinking; and

WHEREAS, it is difficult to find qualified contractors to provide these types of services on historical buildings; and

WHEREAS, the only other contractor was unable to provide the necessary services until at least 2018 and was significantly more expensive; and

WHEREAS, the City the City has already budgeted for this expenditure; and

WHEREAS, due to the specialized nature of these services, the City believes that by waiving the City's bidding process, the City is able to utilize a contractor to provide the necessary historical restoration in a timely manner.

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

SECTION 1. The provisions of Section 139.05 of the Codified Ordinances are hereby waived for the log replacement and chinking at the log cabin at Century Village and it is in the best interests of the City.

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

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
resolution is correct as to form.

____
Stephen J. Smith, Director of Law

STELLER CONSTRUCTION

Steller Construction LLC.
204 Oak Street
Columbus, OH 43235
www.StellerContracting.com

June 1, 2017

Kelly Sutherland
Grove City Train Depot Relocation
3950 Front Street
Grove City, OH 43123

Re: Grove City Barn Log Replacement / Chinking

Ms. Sutherland,

We propose to the following ***quote*** to provide the labor, material and equipment necessary to complete the project as it is detailed on the documents provided. Work will be completed per the site walk and scope of work discussed with Kelly Sutherland site visit on 05/18/17 at street address 4185 Orders Road Grove City, OH 43123 for the sum of Ninety-Two Thousand Eight Hundred Five Dollars and Zero Cents **($92,805.00).**

Chinking - $52,328

- Remove all existing chinking and blocking that is in bad condition.
- Install new chinking that is historically accurate.
- Use of pressure treated lumber as blocking between logs.

Log Replacement - $40,477

- Log replacement of logs as noted on walk through with Kelly Sutherland of Grove City Parks and Recreation.
- Replace logs with salvaged logs of approximate same diameter. Logs will be stained to match existing logs.

Alternate 1 - Log Replacement – ADD $9,384

- Replace log as noted below. Entire Log to be replaced.

Alternate 2 - Log Replacement 2 – ADD $4,598

- Replace Log as noted on attached pictures.
- 6' section of log

Alternate 3 - Repair Flashing – ADD $3,199

- Add counterflashing to top of existing flashing to create a water tight detail to eliminate water infiltration at this joint the entire run of the south side of the building.

Alternate 4 - Repair Exterior Wood on Museum Addition – ADD $4,220

- Repair missing/damaged siding pieces on exterior of museum addition.

Total if all Alternates are Accepted: $114,206

Schedule: Duration 8 weeks work must be released by August 1, 2017.

Clarifications / Exclusions

- All work to be completed on normal working hours. No off hours' work has been included.
- Clear access to site will be available at all times. Area will not be occupied during construction. Phasing of project is not included.

- Prevailing Wage rates were used for calculating project costs.
- Building permits as required will be acquired by the owner.
- We have excluded temporary facilities.
- No abatement of any kind is included. It is assumed that the structure and its content surfaces do not contain any asbestos or hazardous materials. If it is found to contain hazardous materials Steller Construction will request a change order to remediate area.
- OSHA Safety Standards will be followed at all times by all trades while on site.
- We exclude bonding.
- We exclude architectural and engineering design services.
- Owner will close barn to public while construction is in progress.
- Owner will remove all misc. items stored in barn along with museum exhibit materials to allow for the work to be completed.
- Upon contract award a Change Order process and markup will be discussed and will be approved by Steller and the Owner.
- Winter Conditions are excluded. If work occurs after November 24, 2017 additional funds will be requested for heaters and additional plastic to allow for chinking to be completed.

If you have any further questions regarding this proposal, please don't hesitate to contact us.

Quote is valid for 60 days.

Sincerely,

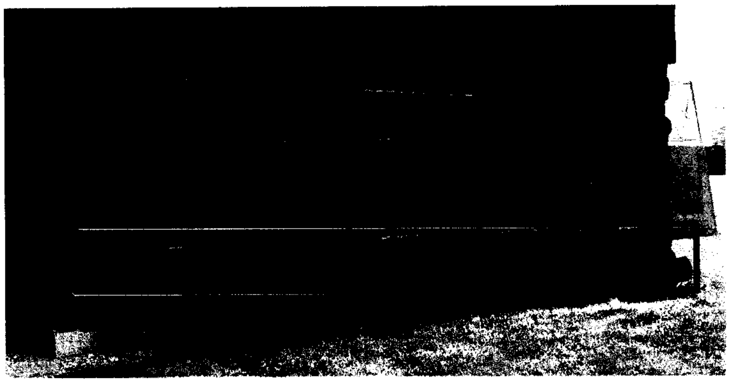
Ryan Clemens
Steller Construction
(614) 403-7337
ryan@stellercontracting.com

Log Replacement Photos

Base Bid - West Tower North Face: 20' Entire Log

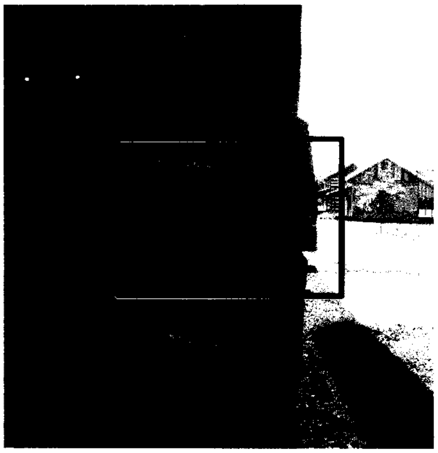
STELLER CONSTRUCTION

Steller Construction LLC.
204 Oak Street
Columbus, OH 43235
www.StellerContracting.com



Base Bid - East Tower North Face: Entire Log 20'

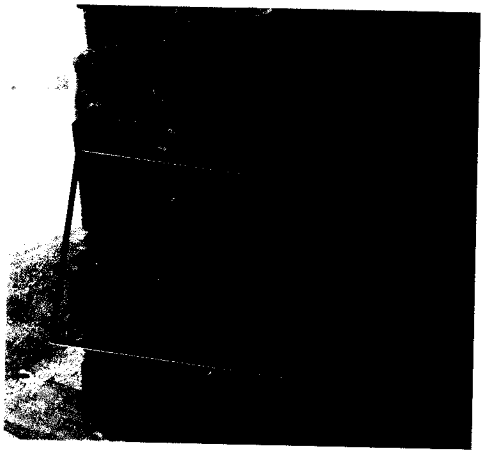
Base Bid - East Tower East Face: 2' Section



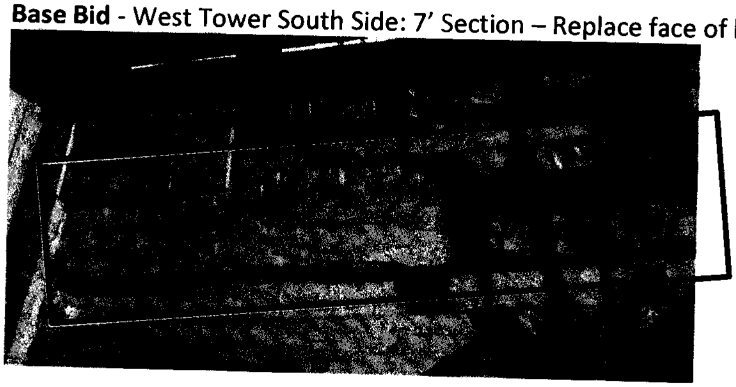
Base Bid - East Tower West Face: 3' Section

STELLER
CONSTRUCTION

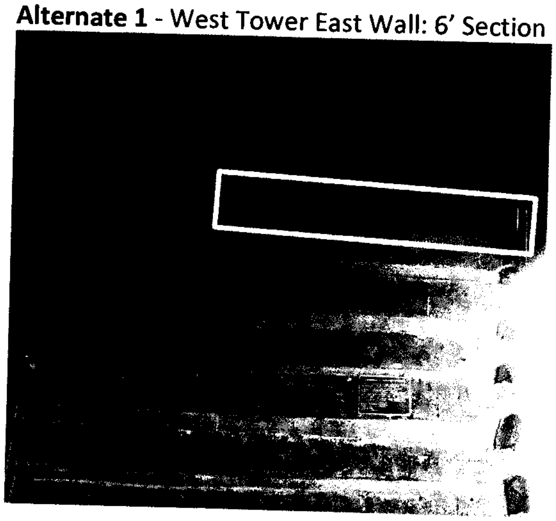
Steller Construction LLC.
204 Oak Street
Columbus, OH 43235
www.StellerContracting.com



Base Bid - West Tower South Side: 7' Section – Replace face of log a Dutchman repair will be made.



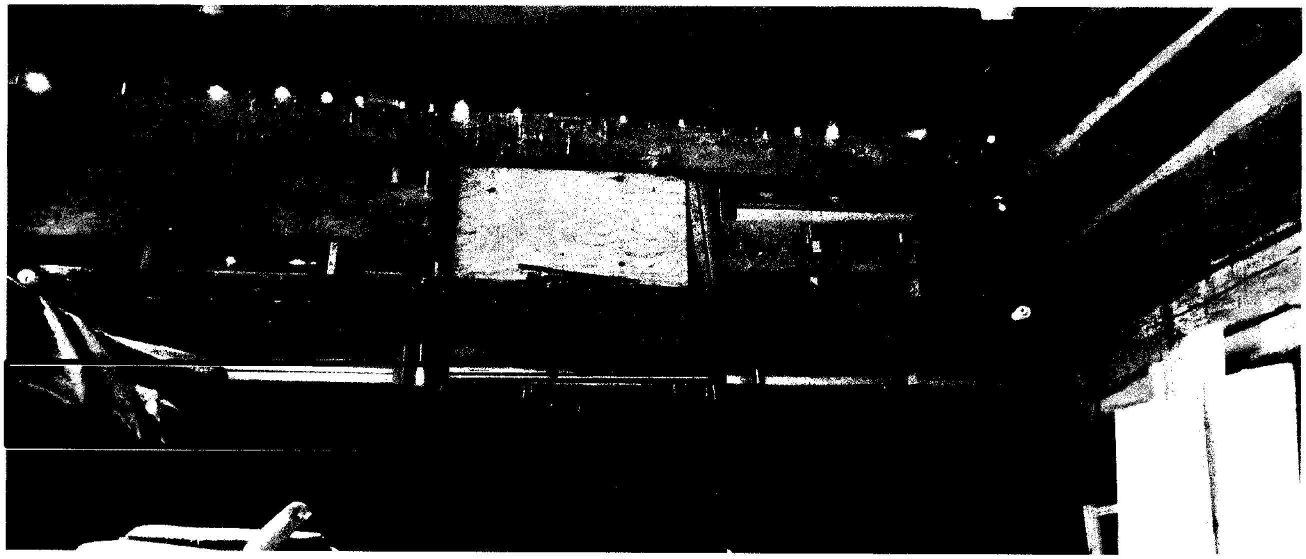
Alternate 1 - West Tower East Wall: 6' Section



Alternate 2 – West Tower North Face Middle of Log of Face Entire Log: 20' Log

STELLER CONSTRUCTION

Steller Construction LLC.
204 Oak Street
Columbus, OH 43235
www.StellerContracting.com



Date: 05/30/17	No.: C-26-17
Introduced By: Mr. Robinette	1st Reading: 06/06/17
Committee: Safety	Public Notice: 06/08/17
Originated By: Mr. Smith	2nd Reading: 06/19/17
Approved: Mr. Boso	Passed:____ Rejected:
Emergency:___ 30 Days: X	Codified:___ Code No:
Current Expense:__________	Passage Publication:

ORDINANCE C-26-17

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

WHEREAS, the City and Scioto Township have reached an agreement whereby the City will provide dispatching for the Scioto Township Fire Department; and

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

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

SECTION 1. City Council hereby authorizes the City Administrator to execute a multi-year dispatching and communication services agreement with Scioto Township upon the terms and conditions set forth in Exhibit A.

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

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

C-26-17 Resolution 17-052

AGREEMENT

Agreement to provide communication services ("Agreement") for the **Scioto Township** ("Township"), Fire Department by the City of Grove City ("City") is made and entered into on the 4th day of May, 2017, by and between the City, an Ohio Municipal Corporation, and the Township, an Ohio Political Subdivision.

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

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

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

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

I. The City shall furnish the facilities, personnel and equipment for the purpose of providing communication services ("Communication Services") to the Township Fire Department. Communication Services shall include:

1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township fire stations;

2) If requested, providing the Township a CAD printout to each Township fire station for each call for service received by the City;

3) Representing the Township at all Franklin County E9-1-1 PSAP Manager meetings;

4) Maintaining the E9-1-1 master street address guide for all areas located in the Township; and

5) Performing other services as may from time to time be mutually agreed by the parties.

II. Additionally, the parties agree as follows:

(1) The City shall provide the equipment and personnel necessary to provide twenty-four (24) hour a day and seven (7) day a week Communication Services for the Township Fire Department;

(2) The City shall receive all calls and communicate the message or internal requests to the Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City;

(3) The City shall maintain a written and/or electronic log of all communications referred to in Section II(2) above. The Township shall have electronic access to these communication logs;

(4) Dispatching shall be performed only by qualified individuals hired by the City;

(5) Both parties recognize that the City is under no obligation to assign a dispatcher to exclusively perform dispatch duties under this Agreement and that there is no penalty upon the City for failing to meet to do so;

(6) The City will continue its policy of handling radio calls in priority order without regard to whether the call is related to police, fire or emergency medical activity;

(7) The Township, at its sole expense, shall assume all responsibility for the Township public safety radio equipment and shall pay any expenses, fees or other charges required to render it compatible with the City dispatch center and the Township shall coordinate any programming or equipment changes made or updates to programming or equipment; and the Township agrees that the programming for their public safety radios shall be consistent in their compatibility with the City and County;

(8) If any addition of mobile data computers by the Township results in an increase in software costs for the City's dispatch center, the Township agrees to reimburse the City for those costs;

(9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and

(10) The Township may submit run card assignment changes to the Grove City CIC Manager for implementation into the CAD System.

III. The Township is solely responsible for providing fire and other emergency services for the residents, public officials, business entities and other individuals in the Township. The Township, at its sole discretion, is responsible for determining the proper allocation of the equipment, personnel and all other resources for providing fire and other emergency services.

IV. The City shall have sole discretion and oversight in determining the appropriate allocation of equipment, personnel and all other resources for providing Communication Services under this Agreement.

V. As consideration for the aforementioned services to be provided by the City to the Township pursuant to this Agreement, the Township shall pay the City as follows:

1) For each year of communication services, the township shall pay to the City $28,266.03;

2) The yearly amount due by the Township, shall be paid to the City in four (4) equal payments on or before;

i. January 31,
ii. April 30,
iii. July, 31 and
iv. Oct 31.

VI. This Agreement shall be for a period of three (3) years commencing on July 1, 2017 and ending on July 1, 2020 unless otherwise terminated earlier, as provided for herein.

VII. During the original term of this Agreement, the Parties agree that they will meet and discuss the development and/or possible cost sharing of any new communications and/or technological improvements that would be beneficial to both Parties.

VIII. This Agreement may be renewed or extended for additional periods of three (3) years upon mutual agreement of the parties, pursuant to the following process:

1) If Township seeks an extension of the term of this Agreement it shall submit, in writing, a request to the City to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of original term.

2) The City shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.

IX. If this Agreement is extended for an additional three (3) year term pursuant to Section VIII hereunder, the City and Township shall mutually agree upon an updated payment amount.

X. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.

XI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.

XII. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and executed in accordance with the laws of the State of Ohio.

XIII. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of any of the parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

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

CITY OF GROVE CITY, OHIO

Charles W. Boso, Jr.
City Administrator

SCIOTO TOWNSHIP, OHIO

Terry Brill, Trustee

John Maynard, Trustee

Michael Struckman

Michael Struckman, Trustee

Approved as to form:

Stephen J. Smith, Law Director

Approved as to form:

CERTIFICATION OF FUNDS

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

Vickie Fleming

Vickie Fleming, Fiscal Officer

5/4/17

Date

0127090.0607160 4814-9296-2374v1

SCIOTO TOWNSHIP, PICKAWAY COUNTY

Regular Purchase Order

Office Of	Vendor	Purchase Order
SCIOTO TOWNSHIP 6752 State Route 762 P. O. Box 40 Commercial Point, OH 43116-0040	City of Grove City 4035 Broadway Grove City, OH 43123	**Number:** 38-2017 **Total:** $14,133.02 **Issue:** 05/09/2017 **Expires:** 12/31/2017

Ship To	Bill To	Miscellaneous
SCIOTO TOWNSHIP 6752 State Route 762 P. O. Box 40 Commercial Point, OH 43116-0040	SCIOTO TOWNSHIP 6752 State Route 762 P. O. Box 40 Commercial Point, OH 43116-0040	**Approval:**

Terms:	
Purpose:	

Quantity	Unit	Description	Unit Price	Subtotal
1.00		2017 Dispatching Contract	$14,133.02	$14,133.02

Account Code	Account Description	Amount
2191-220-319-0000	Other - Professional and Technical Services	$14,133.02

Material on this order is exempted from Ohio Sales Tax and Federal Excise Taxes.

FISCAL OFFICER CERTIFICATE

It is hereby certified that the amount of $14,133.02 required to meet the contract agreement, obligation, or expenditure for the above, has been lawfully appropriated, authorized or directed for such purpose and is in the Treasury or in the process of collection to the credit of the

------------------------------ FIRE AND EMERGENCY LEVY ------------------------------

Fund (and others as above) free from any obligation or certification now outstanding.

Certification: Vickie L. Fleming

Date: 05/04/2017 **Fiscal Officer:** Vickie L. Fleming

APPROVED BY

This order is not valid unless Fiscal Officer Certificate is signed.

Date:	06/12/17	No.:	C-28-17
Introduced By:	Mr. Robinette	1st Reading:	06/19/17
Committee:	Safety	Public Notice:	06/22/17
Originated By:	Mr. Smith	2nd Reading:	07/03/17
Approved:	Mr. Boso	Passed: ____ Rejected:	
Emergency: ____ 30 Days: ____		Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-28-17

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

WHEREAS, the City and Prairie Township have reached an agreement whereby the City will provide dispatching for the Prairie Township Fire Department; and

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

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

SECTION 1. City Council hereby authorizes the City Administrator to execute a multi-year Dispatching and Communication Services Agreement with Prairie Township upon the terms and conditions set forth in Exhibit A.

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

____
Roby Schottke, President of Council

Passed:

____
Richard L. Stage, Mayor

Effective:

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

C-28-17
Exhibit A

AGREEMENT

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

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

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

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

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

I. The City shall furnish the facilities, personnel and equipment for the purpose of providing communication services ("Communication Services") to the Township Fire Department. Communication Services shall include:

1) Providing the Township access to the City's computer aided dispatch ("CAD") network for the purpose of accessing CAD call reports. This access shall be available at all Township fire stations;

2) If requested, providing the Township a CAD printout to each Township fire station for each call for service received by the City;

3) Representing the Township at all Franklin County E9-1-1 PSAP Manager meetings;

4) Maintaining the E9-1-1 master street address guide for all areas located in the Township; and

5) Performing other services as may from time to time be mutually agreed by the parties.

II. Additionally, the parties agree as follows:

(1) The City shall provide the equipment and personnel necessary to provide twenty-four (24) hour a day and seven (7) day a week Communication Services for the Township Fire Department;

(2) The City shall receive all calls and communicate the message or internal requests to the Township Fire Department in accordance with generally acceptable procedures for dispatching and in accordance with such procedures as shall from time to time be prescribed by the Township Fire Department and/or the City;

(3) The City shall maintain a written and/or electronic log of all communications referred to in Section II(2) above. The Township shall have electronic access to these communication logs;

(4) Dispatching shall be performed only by qualified individuals hired by the City;

(5) Both parties recognize that the City is under no obligation to assign a dispatcher to exclusively perform dispatch duties under this Agreement and that there is no penalty upon the City for failing to meet to do so;

(6) The City will continue its policy of handling radio calls in priority order without regard to whether the call is related to police, fire or emergency medical activity;

(7) The Township, at its sole expense, shall assume all responsibility for the Township public safety radio equipment and shall pay any expenses, fees or other charges required to render it compatible with the City dispatch center and the Township shall coordinate any programming or equipment changes made or updates to programming or equipment; and the Township agrees that the programming for their public safety radios shall be consistent in their compatibility with the City and County;

(8) If any addition of mobile data computers by the Township results in an increase in software costs for the City's dispatch center, the Township agrees to reimburse the City for those costs;

(9) The City, at its expense, shall maintain the central dispatch computer and other City equipment; and

(10) The Township may submit run card assignment changes to the Grove City CIC Manager for implementation into the CAD System.

III. The Township is solely responsible for providing fire and other emergency services for the residents, public officials, business entities and other individuals in the Township. The Township, at its sole discretion, is responsible for determining the proper allocation of the equipment, personnel and all other resources for providing fire and other emergency services.

IV. The City shall have sole discretion and oversight in determining the appropriate allocation of equipment, personnel and all other resources for providing Communication Services under this Agreement.

V. As consideration for the aforementioned services to be provided by the City to the Township pursuant to this Agreement, the Township shall pay the City as follows:

1) For each year of communication services, the township shall pay to the City $211,995.21;

2) The yearly amount due by the Township, shall be paid to the City in four (4) equal payments on or before;

   i. January 31,
   ii. April 30,
   iii. July, 31 and
   iv. Oct 31.

VI. This Agreement shall be for a period of three (3) years commencing on December 1, 2017 and ending on November 30, 2020 unless otherwise terminated earlier, as provided for herein. The Township shall have the ability to elect to obtain communication services from City prior to December 1, 2017. If the Township elects to do so, they shall pay a pro-rata share of the annual cost set forth above for the period prior to December 1, 2017.

VII. During the original term of this Agreement, the Parties agree that they will meet and discuss the development and/or possible cost sharing of any new communications and/or technological improvements that would be beneficial to both Parties.

VIII. This Agreement may be renewed or extended for additional periods of three (3) years upon mutual agreement of the parties, pursuant to the following process:

1) If Township seeks an extension of the term of this Agreement it shall submit, in writing, a request to the City to extend this Agreement at least one hundred and eighty (180) days prior to the expiration of original term.

2) The City shall be required to approve or disapprove, in writing, any request for an extension within ninety (90) days of receipt.

IX. If this Agreement is extended for an additional three (3) year term pursuant to Section VIII hereunder, the City and Township shall mutually agree upon an updated payment amount.

X. Either party, at its sole discretion, shall have the right upon one hundred eighty (180) days written notice to terminate this Agreement without penalty.

XI. In the event of a breach of any provision of this Agreement, either party may terminate this Agreement, if following written notice to the breaching party, said breaching party fails to immediately attempt to remedy such material breach.

XII. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and executed in accordance with the laws of the State of Ohio.

XIII. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to the Agreement, whether between the parties, or of any of the parties employees, agents, or volunteers will be resolved under the laws of the State of Ohio, in an appropriate court in Franklin County, Ohio.

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

CITY OF GROVE CITY, OHIO	PRAIRIE TOWNSHIP, OHIO
Charles W. Boso, Jr. City Administrator	Doug Stormont, Trustee
	Ron Ball, Trustee
	Steve Kennedy, Trustee
Approved as to form:	Approved as to form:
Stephen J. Smith, Law Director	

CERTIFICATION OF FUNDS

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

Dan McCardle, Fiscal Officer	5/24/17 Date

0127090.0607160 4826-9764-5126v1

Date: 06/12/17	No.: CR-27-17
Introduced By: Mr. Robin.	1st Reading: 06/19/17
Committee: Safety	Public Notice:
Originated By: Mr. Davis	2nd Reading:
Approved:	Passed: ____ Rejected:
Emergency: ___ 30 Days: ____	Codified: ___ Code No:
Current Expense: ________	Passage Publication:

RESOLUTION NO. CR-27-17

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE BOURBON FESTIVAL ON AUGUST 12, 2017 IN THE TOWN CENTER

WHEREAS, the 2017 Bourbon Festival will be held on the streets of Town Center on August 12, 2017; and

WHEREAS, Grove City Town Center, Inc. wish to sell alcohol during this event; and

WHEREAS, Section 529.07(b)3 of the Codified Ordinances of the City states: No person shall have in his possession an open container of beer or intoxicating liquor in a public place.

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

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2017 Bourbon Festival in the Town Center on August 12, 2017.

SECTION 2. The provisions shall only be waived between the hours of 3:00 p.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of bourbon shall be from 3:00 p.m. - 9:30 p.m.

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

____
Roby Schottke, President of Council

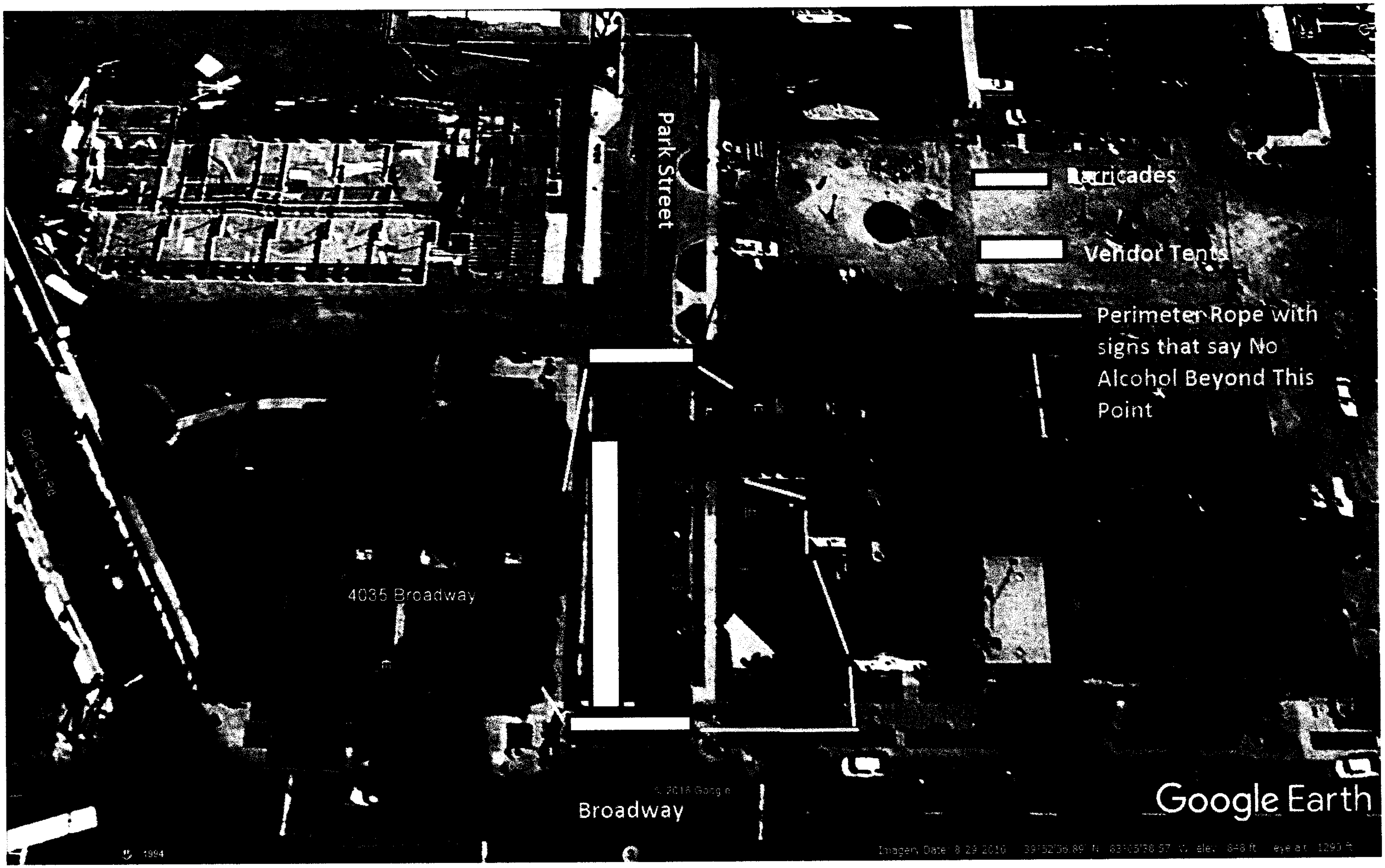
____
Richard L. Stage, Mayor

Passed:
Effective:

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

I Certify that this resolution is correct as to form

____
Stephen J. Smith, Director of Law



Park Street
Barricades
Vendor Tents
Perimeter Rope with signs that say No Alcohol Beyond This Point
4035 Broadway
Broadway
Google Earth

CR-27-17

Date: 06/12/17	No.: CR-28-17
Introduced By: Mr. Robin.	1st Reading: 06/19/17
Committee: Safety	Public Notice:
Originated By: Mr. Davis	2nd Reading:
Approved:	Passed: ____ Rejected:
Emergency: ___ 30 Days: ____	Codified: ___ Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-28-17

A RESOLUTION TO WAIVE THE PROVISIONS OF SECTION 529.07(b)3 OF THE CODIFIED ORDINANCES FOR THE OCTOBER FESTIVAL ON OCTOBER 07, 2017 IN THE TOWN CENTER

WHEREAS, the 2017 October Festival will be held on the streets of Town Center on October 07, 2017; and

WHEREAS, Grove City Town Center, Inc. wish to sell beer during this event; and

WHEREAS, Section 529.07(b)3 of the Codified Ordinances of the City states: No person shall have in his possession an open container of beer or intoxicating liquor in a public place.

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

SECTION 1. The provisions of Section 529.07(b)3 of the Codified Ordinances that no person shall have in his possession an open container of beer or intoxicating liquor in a public place is hereby waived for this one occasion for the 2017 October Festival in the Town Center on October 07, 2017.

SECTION 2. The provisions shall only be waived between the hours of 12:00 p.m. to 10:00 p.m. within the areas designated in Exhibit "A" attached hereto and made a part hereof. The pouring of bourbon shall be from 12:00 p.m. - 9:30 p.m.

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

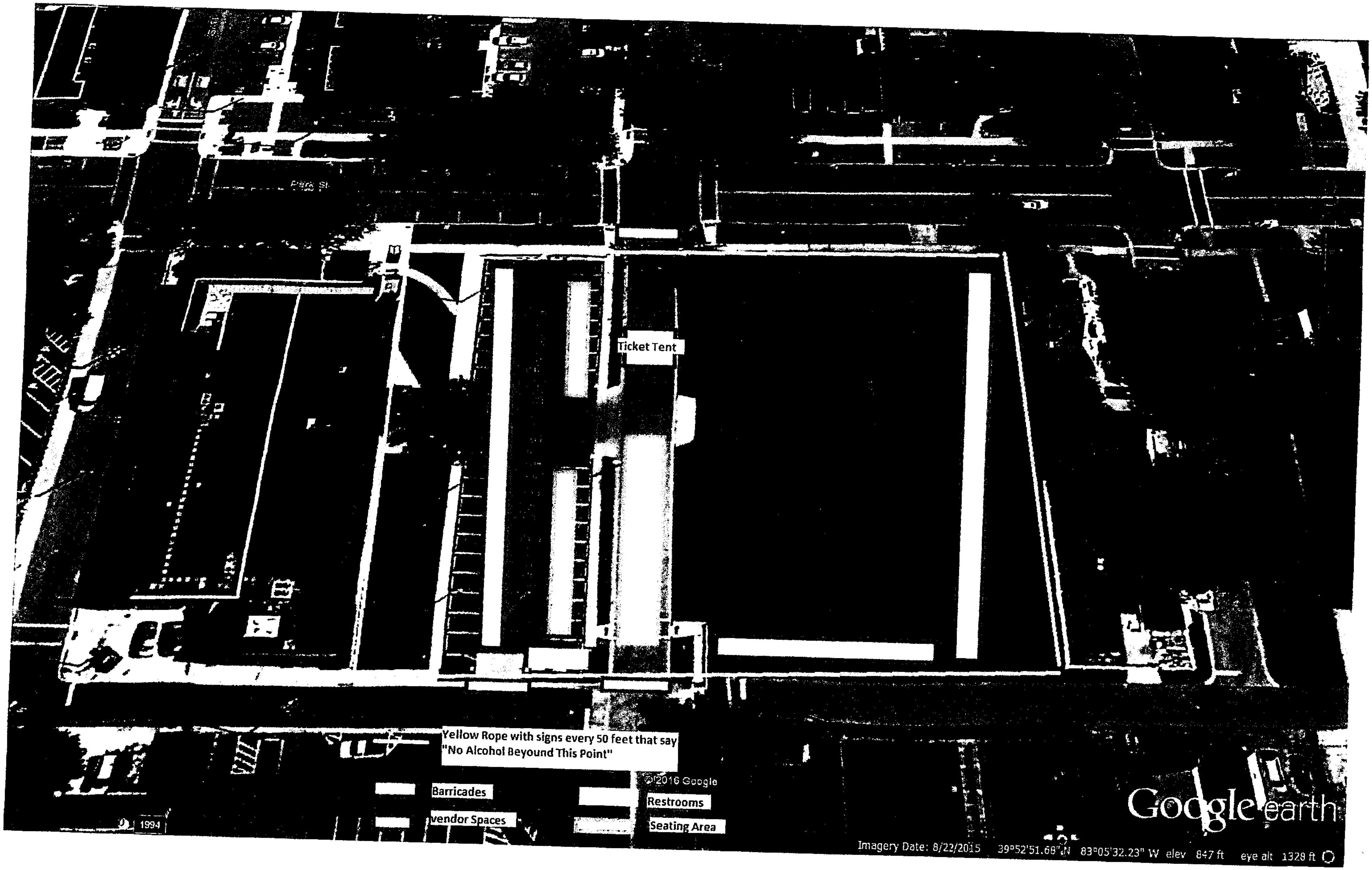
Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form

Stephen J. Smith, Director of Law


Park St
Ticket Tent
Yellow Rope with signs every 50 feet that say
"No Alcohol Beyound This Point"
Barricades
vendor Spaces
Restrooms
Seating Area
©2016 Google
Google earth
1994
Imagery Date: 8/22/2015 39°52'51.68"N 83°05'32.23" W elev 847 ft eye alt 1328 ft

CR-28-17

Date:	06/12/17	No.:	C-29-17
Introduced By:	Mr. Berry	1st Reading:	06/19/17
Committee:	Service	Public Notice:	06/22/17
Originated By:	Ms. Kelly	2nd Reading:	07/03/17
Approved:	Mr. Schottke	Passed: ___ Rejected: ___	
Emergency: ___ 30 Days: X		Codified: ___ Code No: ___	
Current Expense: ___		Passage Publication: ___	

ORDINANCE C-29-17

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

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

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

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

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

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

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

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

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

Shall Section 2.04 be amended as follows:

SECTION 2.04 SALARY.

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

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

Shall Section 2.12 be amended as follows:

SECTION 2.12 EFFECTIVE DATE OF ORDINANCES.

Ordinances raising revenue, those making appropriations for current expenses shall go into effect upon passage, publication, and approval of the Mayor or the expiration of ten (10) days after ~~submission to the Mayor~~ *approval of Council*. Appropriation ordinances as described in Section 5.05 of this Charter shall not be subject to the veto power of the Mayor and shall take effect as described in Section 5.05 and Section 5.06 herein. Ordinances declared to be emergency ordinances by a ~~4/5~~*2/3rds* vote of Council, shall go into effect upon passage, publication and approval of the Mayor or the expiration of ten (10) days after ~~submission to the Mayor~~ *approval of Council*.

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

Shall Section 2.13 be amended as follows:

SECTION 2.13 ADOPTION OF ORDINANCES BY REFERENCE.

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

Shall Section 3.04 be amended as follows:

SECTION 3.04 SALARY.

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

Shall Section 3.05 be amended as follows:

SECTION 3.05 POWERS AND DUTIES.

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

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

Shall Section 3.06 be amended as follows:

SECTION 3.06 ADMINISTRATIVE ASSISTANT.

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

Shall Section 3.07 be amended as follows:

SECTION 3.07 DUTIES OF ADMINISTRATIVE ASSISTANT.

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

(1) Prepare the budget estimates and the appropriation ordinance annually and submit them to the Mayor for transmittal to the Council.

(2) Prepare and submit annually a complete public report on the finances of the City and on the administrative activities of each department, board and commission for the preceding year ***(State of the City)***. This report shall be published ~~in a newspaper of general circulation in the City~~ on the City's website on or before ~~March 31~~ ***June 30.***

(3) Perform such other duties, not inconsistent with this Charter, as may be required by the Mayor or by ordinance.

Shall Section 4.05 be amended as follows;

SECTION 4.05 QUALIFICATIONS OF MEMBERS OF BOARDS AND COMMISSIONS.

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

Shall Section 5.02 be amended as follows:

SECTION 5.02 PREPARATION OF TAX BUDGET.

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

Shall Section 5.05 be amended as follows:

SECTION 5.05 APPROPRIATION ORDINANCE.

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

Shall Section 5.06 be removed in its entirety:

~~SECTION 5.06 EFFECT OF APPROPRIATION~~.

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

Shall Section 5.07 be removed in its entirety:

~~SECTION 5.07 ALLOTMENTS.~~

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

Shall Section 5.14 be amended as follows:

SECTION 5.14 COMPETITIVE BIDDING.

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

Shall Section 9.04 be amended as follows:

SECTION 9.04 AMENDMENTS TO THE CHARTER.

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

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

Shall Section 10.01 be removed in its entirety:

~~SECTION 10.01 FISCAL SUCCESSION.~~

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

Shall Section 10.02 be removed in its entirety:

~~SECTION 10.02 CONTINUATION OF ORDINANCES.~~

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

Shall Section 10.03 be removed in its entirety:

~~SECTION 10.03 CONTINUATION OF OFFICERS.~~

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

Shall Section 10.04 be removed in its entirety:

~~SECTION 10.04 CONTINUANCE OF EMPLOYEES.~~

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

Shall Section 10.05 be removed in its entirety:

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

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

Shall Section 10.06 be removed in its entirety:

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

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

Shall Section 10.07 be removed in its entirety:

~~SECTION 10.07 PENDING ACTIONS AND PROCEEDINGS.~~

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

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

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

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

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

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

____
Roby Schottke, President of Council

Passed:
Effective:

____
Richard L. Stage, Mayor

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

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

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

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

ORDINANCE C-30-17

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

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

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

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

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

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

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

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

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

Shall Section 2.10 be amended as follows:

SECTION 2.10 ORDINANCES.

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

Shall Section 2.11 be amended as follows:

SECTION 2.11 PUBLICATION OF ORDINANCES.

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

Shall Section 5.03 be amended as follows:

SECTION 5.03 PUBLIC HEARING ON ESTIMATES.

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

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

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

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

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

Roby Schottke, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date:	06/12/17	No.:	C-31-17
Introduced By:	Mr. Berry	1st Reading:	06/19/17
Committee:	Service	Public Notice:	06/22/17
Originated By:	Ms. Kelly	2nd Reading:	07/03/17
Approved:	Mr. Schottke	Passed: ___ Rejected: ___	
Emergency: ___ 30 Days: X		Codified: ___ Code No: ___	
Current Expense: ___		Passage Publication: ___	

ORDINANCE C-31-17

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

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

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

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

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

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

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

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

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

Shall Section 2.15 be amended as follows:

SECTION 2.15 RESOLUTIONS.

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

Shall Section 4.01 be amended as follows:

SECTION 4.01 CITY PLANNING COMMISSION.

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

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

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

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

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

____
Roby Schottke, President of Council

Passed:
Effective:

____
Richard L. Stage, Mayor

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

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

Date:	06/12/17	No.:	C-32-17
Introduced By:	Mr. Berry	1st Reading:	06/19/17
Committee:	Service	Public Notice:	06/22/17
Originated By:	Ms. Kelly	2nd Reading:	07/03/17
Approved:	Mr. Schottke	Passed: ___ Rejected:	
Emergency: ___ 30 Days:	X	Codified: ___ Code No:	
Current Expense:		Passage Publication:	

ORDINANCE C-32-17

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

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

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

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

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

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

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

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

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

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

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

Shall Section 2.05 be amended as follows:

SECTION 2.05 BEGINNING OF TERM, MEETINGS, OFFICERS.

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

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

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

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

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

____
Roby Schottke, President of Council

Passed:
Effective:

____
Richard L. Stage, Mayor

Attest:

____
Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

____
Stephen J. Smith, Director of Law

Date: 06/12/17	No.: C-33-17
Introduced By: Mr. Berry	1st Reading: 06/19/17
Committee: Service	Public Notice: 06/22/17
Originated By: Ms. Kelly	2nd Reading: 07/03/17
Approved: Mr. Schottke	Passed:____ Rejected:_____
Emergency:___ 30 Days: X	Codified:___ Code No:_____
Current Expense:__________	Passage Publication:______

ORDINANCE C-33-17

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

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

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

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

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

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

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

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

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

Shall Section 2.01 be amended as follows:

SECTION 2.01 NUMBER, SELECTION AND TERM.

The Council shall consist of ~~five~~ seven (~~5~~ 7) members. Each ward shall elect one (1) resident member for a four-year term ~~with two (2) members elected each biennium~~. ~~One~~ **Two** (~~1~~ 2) members all be elected at-large for a ~~two~~ **four**-year term **with one seat being elected in the opposite election of the Mayor**.

Shall Section 2.02 be amended as follows:

SECTION 2.02 QUALIFICATIONS.

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

Shall Section 7.03 be amended as follows:

SECTION 7.03 WARDS.

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

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

Shall Section 10.10 be added as follows:

SECTION 10.10 TERMS AND ADDITION OF TWO COUNCIL MEMBERS

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

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

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

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

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

____

Roby Schottke, President of Council

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

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

ORDINANCE C-34-17

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

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

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

1. The Use shall be limited to microblading only.

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

SECTION 1. The Use of Microblading for BB Salon & Spa located at 4184 Buckeye Parkway is hereby approved, contingent upon the stipulation set by Planning Commission.

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

Roby Schottke, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/13/17	No.: CR-29-17
Introduced By: Mr. Bennett	1st Reading: 06/19/17
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-29-17

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

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

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

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

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/13/17	No.: CR-30-17
Introduced By: Mr. Bennett	1st Reading: 06/19/17
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: ____ Rejected:
Emergency: ___ 30 Days: ___	Codified: ___ Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-30-17

A RESOLUTION TO APPROVE AMENDMENTS TO THE DEVELOPMENT PLAN FOR PARKWAY CENTER LOCATED AT 4145 BUCKEYE PARKWAY AS APPROVED BY RES. CR-59-15

WHEREAS, on Sept. 21, 2015, Council approved a Development Plan for a Multi Tenant Building at Parkway Center by Resolution No. CR-59-15; and

WHEREAS, on June 06, 2017, the Planning Commission recommended approval of amendments to the Development Plan, with the following stipulations:

1. Any landscaping removed or damaged during the installation of the monument sign shall be replaced according to the approved development plan;
2. The total width of individual tenant signage shall not exceed 80% of the leased tenant frontage;
3. No signage shall be permitted on the north or south sides of the building, but shall not preclude inclusion of the mural as proposed.

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

SECTION 1. This Council hereby accepts the amendments to the Development Plan, approved by Resolution CR-59-15, for the multi-tenant building at Parkway Center, contingent upon the stipulations set by Planning Commission.

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law

Date: 06/13/17	No.: CR-31-17
Introduced By: Mr. Bennett	1st Reading: 06/19/17
Committee: Lands	Public Notice:
Originated By: Plan. Comm.	2nd Reading:
Approved:	Passed: Rejected:
Emergency: 30 Days:	Codified: Code No:
Current Expense:	Passage Publication:

RESOLUTION NO. CR-31-17

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR COMFORT SUITES LOCATED AT 4200 GANTZ ROAD

WHEREAS, on June 06, 2017, the Planning Commission recommended approval of the Development Plan for Comfort Suites, with the following stipulations:

1. Irrigation shall be installed on 75% - 100% of the property with emphasis on areas along Gantz Road and all landscaping areas adjacent to the structure;
2. The evergreen shrubs planted along Gantz Road shall be a minimum of 36" in height at the time of planting;
3. Supplemental landscaping in conformance with Section 1136.08 shall be installed around the dumpster enclosure;
4. A Preservation Plan shall be provided if existing trees and shrubs on the site are to be preserved;
5. All ground signs shall be set in landscaped areas, a minimum of two (2) feet larger than the sign base, with permanent shrubs, ground cover, or other ornamental plantings;
6. The gates on the dumpster enclosure shall be 100% opaque stained wood;
7. The color of individual PTAC units shall match the color of the adjacent EIFS or stone on the structure.

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

SECTION 1. This Council hereby approves the Development Plan for Comfort Suites, contingent upon the stipulations set by Planning Commission.

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

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

Roby Schottke, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution is correct as to form.

Stephen J. Smith, Director of Law