

GROVE CITY, OHIO COUNCIL LEGISLATIVE AGENDA

June 18, 2018

6:30 - Caucus

7:00 - Reg. Meet.

Presentations:

LANDS: Mr. Schottke

- | | |
|----------------------------|---|
| <u>Ordinance C-28-18</u> | Approve the Rezoning of 1419 & 1399 Borror Road from SF-1 to PUD-R with Text. Second reading and public hearing. |
| <u>Ordinance C-38-18</u> | Approve a Special Use Permit for a Drive-thru for KFC located South of State Route 665 and East of Rings Avenue. First reading. |
| <u>Ordinance C-39-18</u> | Approve the Rezoning of 1519 Borror Road from PUD-R to SF-2. First reading. |
| <u>Resolution CR-17-18</u> | Approve the Preliminary Development Plan for The Residences at Brown's Farm/The Cottages at Brown's Farm located at 5273 Haughn Road. |
| <u>Resolution CR-27-18</u> | Approve the Development Plan for KFC located South of S.R. 665 and East of Rings Avenue. |
| <u>Resolution CR-28-18</u> | Approve Amendments to the Development Plan for Grove City MOB located at 5500 North Meadows Drive as approved by Res. CR-23-17. |
| <u>Resolution CR-29-18</u> | Approve a Preliminary Development Plan for Farmstead subdivision with Development Text, located at 62 Jackson Pike. |
-

SAFETY: Ms. Houk

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|--------------------------|--|
| <u>Ordinance C-40-18</u> | Enact and Adopt a Supplement to the Grove City Codified Ordinances and declare an emergency. |
|--------------------------|--|
-

SERVICE: Mr. Berry

- | | |
|--------------------------|--|
| <u>Ordinance C-41-18</u> | Authorize the City Administrator to enter into an Encroachment Agreement with CSX Transportation, Inc. for the Use and Maintenance of a Sewer Line under the Railroad Tracks. First reading. |
|--------------------------|--|
-

FINANCE: Mr. Davis

- | | |
|--------------------------|---|
| <u>Ordinance C-37-18</u> | Appropriate \$707,100.00 from the General Fund for the Repair of Vehicles, Restoration of Service Building and Replacement of Content Damaged by Fire. Second reading and public hearing. |
|--------------------------|---|
-

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

Date: 04/10/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: C-28-18
1st Reading: 04/16/18
Public Notice: 04/18/18
2nd Reading: 05/21/18 6/4/18
Passed: _____ Rejected: _____
Codified: _____ Code No: 6/18/18
Passage Publication: _____

ORDINANCE C-28-18

AN ORDINANCE FOR THE REZONING OF 1419 & 1399 BOROR ROAD FROM SF-1 to PUD-R WITH ZONING TEXT

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on April 3, 2018, with the following stipulations:

1. The maximum permitted density on the site shall be 2.2 dwelling units per acre;
2. General Site Development Standard V(d) (Open Space) shall be amended to remove the sentence "Subject to Council granting a variance to allow all open space being dedicated to the City as depicted on the City's Master Parks Plan to be counted toward the open space requirement";
3. General Site Development Standard V(i)(1) shall be removed from the proposed Zoning Text;
4. General Site Development Standard V(i)(3) shall be amended as follows:
"~~Three~~ Four trees shall be provided per residential unit ~~that meet the requirements of Section 1136.09.~~ One shade tree (2-inch caliper minimum) shall be provided between the sidewalk (or street if a sidewalk is not present) and the front of each residential home ~~to function as the street tree.~~ All other trees and plantings shall be arranged within the front, side or rear yard areas with emphasis on the front facades. One ornamental tree shall be provided in an area around the dwelling selected by the developer and a third tree may be located in the extra space at the front or rear of the home."
5. A new standard should be added to General Site Development Standard V(i) stating that "The owner, builder or developer shall be required to pay to the City's Community Environment Fund a fee in the sum of six (6) dollars per lineal foot of curb/street pavement frontage for the purpose of purchasing, planting and maintaining trees on public properties";
6. General Site Development Standard V(k)(2) (Signage) shall be amended to state "Any additional signage not included on the final development plan shall be reviewed and, if deemed appropriate for the site, approved by the Development Department;
7. The Zoning Text shall state that character fencing shall be installed along the project's property lines where adjacent to parcel 040-015527;
8. The Zoning Text shall state that homes on corner lots shall utilize side-loading garages.

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from SF-1 to PUD-R to SF-1:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 6115 *and being part of Lot 6 of the partition of the Huffman Lands, and being a 23.026 acre tract of land now or formerly conveyed to Mildred A. Christian, Trustee, as recorded in Official Records, Recorder's Office, Franklin County, Ohio*, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

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

Steven R. Robinette, President of Council

Passed:

Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

RECEIVED

SEP 18 2015

Franklin County Engineer
Dean C. Ringle, P.E., P.S.

C-28-18

Exhibit A

ANNEXATION
PLAT & DESCRIPTION
ACCEPTABLE
DEAN C. RINGLE, P.E., P.S.
FRANKLIN COUNTY ENGINEER
By 33 Date 9/18/15

Description of a 51.683 acre tract for annexation purposes

Situated in the State Ohio, County of Franklin, Township of Jackson, in Virginia Military Survey #6115, being a part of Lot 6 of the partition of the Huffman Lands (Plat Book 1, Pg. 260), and being a 23.026 acre tract of land now or formerly conveyed to Mildred A Christian, Trustee (Parcel 1 of O.R. 16047 J-08), and a 28.657 acre tract of land now or formerly conveyed to Timothy J Christian (First Parcel of Instr. 200411160262813), further bounded and described as follows:

Beginning for reference at a disk, known as FCGS 1324 (Franklin County Geodetic Survey), found in a monument box assembly at the center line intersection of Borror Road, a 60' public right-of-way (Road Record 4, Page 359), with west line of said Lot 6, also being on the north line of said Virginia Military Survey #6115;

thence with the center line of said Borror Road and north line of VMS #6115 N 75°03'05" E, 377.63 feet, to a mag nail found at the northeast corner of land conveyed to Mildred A Christian, Tr. (Instr. 201011100151228), said point being the TRUE PLACE OF BEGINNING for the parcel hereinafter described;

thence N 75°05'10" E, 255.04 feet continuing along said center line of Borror Road to a mag nail found at the northwest corner of land conveyed to Mildred A Christian, Tr. (Instr. 201011100151226);

thence S 05°31'37" W, 510.11 feet along the westerly line of said Mildred A Christian, Tr tract, passing over a rebar capped "C&A" found at 32.02', to a rebar capped "C&A" found at the southwesterly corner of said Christian tract;

thence S 85°50'44" E, 214.44 feet along said Christian tract to a rebar capped "C&A" found on the westerly line of land conveyed to Mark R and Leslie R Harbold (D.B. 3578, Pg. 416);

thence S 04°09'13" W, 2669.44' feet along said Harbold tract, passing over a rebar capped "6579" found at 679.74' referencing a northwesterly corner of land conveyed to Marilyn S Swackhammer (D.B. 3576, Pg. 633 and Instr. 201212130191702), also passing a rebar capped "C&A" at 1122.01', continuing along said Swackhammer tract to the northerly line of land conveyed to Lois L Hancock Ltd. (Parcel 3 of Instr. 199808050198537) and Jess H Hancock Ltd. (Instr. 199808050198533), reference 3/4" pipes found N 04°09'13 E, 5.00' and N 87°07'18"W, 5.00';

thence N 87°07'18" W, 577.96 feet along said Hancock tract to a rebar capped "C&A" found at an angle point therein;

thence S 73°02'42" W, 229.50 feet, continuing along said Hancock tract, to a 1/2" pipe found on the westerly line of Grant Run Estates, Section 3 (Plat Book 103, Pg. 35) and the existing City of Grove City corporation line (Ordinance No. C-70-75, Official Record 165-584);

thence N 03°45'19" E, 1638.39 feet along said corporation line, Grant Run Estates, Section 3 and Grant Run Estates Section 4, Part 1 (Plat Book 105, Pg. 5) to a 3/4" pipe found in the easterly line of Sublot 140 of Grant Run Estates Section 4, Part 2 (Plat Book 105, Pg. 9);

thence N 04°16'56" E, 1102.74 feet continuing along said corporation line, said Grant Run Estates and the westerly line of land conveyed to Michael H and Nancy L Gosztyla (Instr.200306270196007) to a 3/4" pipe found at the southwesterly corner of land conveyed to J. Joseph Parsley and Ann Marie Garland (Instr.201410070132556);

thence S 85°42'16" E, 356.70 feet, leaving said corporation line, along the southerly line of said Parsley and the southerly lines of lands conveyed to David and Kayla Spellman (Instr.200209200235280) and the aforesaid Mildred Christian tract, to a rebar capped "C&A" found;

thence N 04°15'51" E, 451.40 feet along said Christian tract to the TRUE PLACE OF BEGINNING, passing over a 3/4" pipe found at 419.88'.

Containing 51.683 acres of land, more or less, of which 0.175 acres is contained within the right-of-way of Borror Road, as surveyed under the direct supervision of Matthew L. Campbell, P.S. 8546 of Campbell and Associates, Inc. in August of 2015.

The basis of bearings for this description is N 04°16'56" E as shown for the easterly line of Grant Run Estates Section 4, Part 2. All capped rebars set are 5/8" in width and 30" in length with ID cap marked C&A.

Subject to all legal highways, easements, restrictions, covenants, agreements and reservations of record.

All documents referenced herein are Franklin County Recorder's records.

ABOVE DESCRIPTION IS FOR ANNEXATION PURPOSES ONLY.



Matthew L. Campbell
9/18/15

Trailview Run & Treetops @ Trailview Run

Zoning Text

Grove City, Ohio



CURRENT ZONING: SF-1 (SINGLE FAMILY)

PROPOSED ZONING: PUD-R (PLANNED UNIT DEVELOPMENT- RESIDENTIAL)

Property Owners:

Timothy J Christian
334 Founders Circle
Avon Lake, Ohio 44012

Diane S Peurach
4037 Waterwheel Lane
Bloomfield, Michigan 48302

Applicant:

Karl Billisits
Harmony Development Group
3650 Olentangy River Road
Suite 401
Columbus, Ohio 43214

Authorized Representative:

Tom Hart
Isaac Wiles
2 Miranova Drive, Suite 700
Columbus, Ohio 43215

I. PROPERTY

The property ("Property") consists of approximately 49.5± acres south of Borrer Road, east of the Grant Run Estates subdivision, approximately 3,400 feet north of London-Groveport Road, and approximately 3,200 feet west of SR 104 as further described on the attached legal description (Exhibit A) and Survey (Exhibit B).

II. INTRODUCTION

The proposed community will consist of a mixture of single family homes designed for families with children and free standing patio homes designed with a minimum of two bedrooms on the first floor and no more than 50% of the first floor area permitted on the second floor (if a second floor option is chosen by the customer). The Patio Homes are designed for the active adult consumer who desires single floor living and community lifestyle services such as lawn/landscape maintenance and snow removal.

The patio home lifestyle living is in high demand in the area. The community provides an enclave opportunity for this type of living in an area with access to parks and trails in close proximity to children and grandchildren living near by.

The style, size and types of homes are consistent with the adjacent community Grant Run Estates. The Single Family Homes minimum square home footage exceeds the requirements of Grant Run Estates and the Single Family lot size meets or exceeds the R1B standards. In addition the plan incorporates an open space buffer along the West property line of the property (As shown on the Preliminary and Final Development plans) to be restricted to a no disturbance zone or deeded to the Grant Run Lot owner immediately adjacent to the land.

III. GENERAL PROVISIONS

- a. The provisions outlined within these development standards shall apply to the 49.5 +/- acres of land as described in Exhibit A unless otherwise approved by Grove City Council. Other provisions of the Grove City Code shall apply to the extent that this Zoning Text and Development Standards do not address such matters.
- b. For the purposes of this Zoning and Development Standards Text, the terms and words contained within carry their customarily understood meanings. Words used in the present tense include the future and the plural includes the singular and the plural. The word "shall" is intended to be mandatory; "occupied" or "used" shall be considered as through followed by the words "or intended, arranged or designed to be used or occupied". In case of any difference of meaning or implicated between this text and the Codified Ordinances of Grove City, the Zoning Text shall control.
- c. All provisions of this Zoning and Development Standards Text are severable. If a court of competent jurisdiction determines that a word, phrase, clause, sentence, paragraph, subsection, section or other provision is invalid, the remaining provisions and application of those provisions to other persons or circumstances are not affected by that decision.
- d. Deviations from the standards, requirements, and uses set forth herein as well as the Zoning Code may be approved by City Council through the Development Plan process, as long as they are consistent and harmonious with the overall

intent of the development and do not diminish, detract or weaken the overall compatibility between the uses within or proximity of the property.

IV. PERMITTED AND ACCESSORY USE

- a. Trailview Run and The Treetops at Trailview Run will be a residential neighborhood that shall contain a mixture of detached single-family homes on public streets (Subarea A) and detached patio homes on a combination of public and private streets (Subarea B).
- b. Each home shall be on its own lot.
- c. The density of the site shall not exceed 2.5 dwelling units per acre.
- d. Accessory uses shall be regulated in accordance with the Grove City Zoning Code.

V. GENERAL SITE DEVELOPMENT STANDARDS:

- a. Entryway. A landscaped entry to the site will be located on Borror Road and shall incorporate design elements in keeping with the area. The fencing depicted on the Final Development Plan will match the fencing on the North Side of Borror Road; In addition, the existing Barn will remain and be incorporated into part of the entry feature.
- b. Streets. All Public Streets shall be a minimum of 28 feet in width (as measured from back to back of curb). All Private Streets shall be a minimum of 26 feet in width (as measured from back to back of curb), owned and maintained by the Patio Home Owners Association.
- c. Bike Path. An 8-foot wide asphalt path shall be constructed and dedicated for public use to provide recreational opportunity to the residents of the neighborhood as well as the larger community. The path will connect the 11+/- acre new city park at the southern end of the Property to the new Proposed Bike path planned with the Borror Road Widening.
- d. Open Space. Open space shall be provided as depicted on the Final Development Plan and shall meet the requirements of Section 1101.09(b); **Subject to Council granting a variance to allow all open space being dedicated to the City (as depicted on the City's Master Parks Plan) to be counted towards the open space requirement.** The open space will be owned and maintained by the Homeowners Association except for the area along Grant Run that will be dedicated to the City of Grove City. Open space be reserved for passive activities, and will include benches and other seating areas, along with connections generally from the north to the south through the open space system as well as amenities described in the Final Development Plan.
- e. Amenity. The developer shall construct a 20'x20' picnic shelter in the new park at the southern end of the site as well as a parking lot and bike paths depicted on the Final Development Plan within the Park.
- f. Site Lighting. Site lighting on the public streets shall meet the current requirements of Grove City Code and the lighting fixtures will match the fixtures in the adjacent community of Grant Run. The Private Street lighting will match

the fixtures in the Public Street area but will be owned and maintained by the Patio Home Owners Association.

- g. Fencing. Fencing shall be limited to entry feature fencing, courtyard privacy fencing and pool fencing. No other lawn or common areas shall be fenced.
- h. Retention Ponds. Retention Ponds shall comply and be constructed in accordance with Grove City's Stormwater Design Manual.
- i. Landscaping, Screening, Tree Survey and Tree Preservation
 - 1. Street Trees shall be provided per 1136.09. Tree Genus and species shall be subject to the review and approval of the City's Urban Forester. Street trees shall be provided in the Private Street Patio Home Area to the same spacing as the Public Street area as depicted on the Final Development Plan. In the case that trees die, street trees shall be installed by the HOA per the final development plan.
 - 2. Existing healthy trees with fifteen (15) feet of the sites perimeter (measured from the property line) and within the 100-year floodplain or Stream Corridor Protection Zone shall be preserved with the exception of utility and road crossings. All Ash Trees shall be removed as directed by the City's Urban Forester.
 - 3. Three trees shall be provided per residential unit that meet the requirements of Section 1136.09. One shade tree shall be provided between the street and the front of each residential home to function as the street tree. One ornamental tree shall be provided in an area around the dwelling selected by the developer and a third tree may be located in the extra space at the front or rear of the home.
 - 4. A tree survey was provided with the Final Development plan. All six inch (healthy) trees and larger shall be protected and preserved except for Ash trees that may be removed at the direction of the City's Urban Forester.
 - 5. Lots adjacent to properties to the west shall retain existing vegetation as a buffer. This buffer will be preserved by either deeding 20' of property to each lot owner to the west as shown on the exhibit, or restricted to a no disturb zone owned by the future lot owners in Trailview Run. This extra depth in lots provides adequate space to preserve existing tree rows that will provide significant buffering. A 20' No Disturb Zone shall also be dedicated at the rears of the lots on either side of the main entry as shown on the Development Plan.
- j. Parking
 - 1. Four parking spaces shall be provided for each dwelling unit with a minimum of two spaces in an attached of each home and two spaces in each driveway.
 - 2. Additional parking will be provided in the park (8 spaces as shown on the final development plan)
 - 3. On-Street parking will be restricted to one side of the street (Non-Fire Hydrant side of the street). "No Parking" signs shall be installed as directed by the Fire department.
 - 4. The parking or storage of boats, trailers, or recreational vehicles in a driveway within the subdivision shall be prohibited.
- k. Signage.

1. There shall be an entry feature sign on each side of the Borror Road entrance for this subdivision. The sign shall meet signage requirements and setbacks of Chapter 1145 and the landscaping requirements of Section 1136.09(a)(1).
2. Any additional signage proposed on site shall meet the requirements of Chapter 1145 and landscaping requirements of Section 1136.09(a)(1).
- l. Utilities. All utilities shall be located underground except for pedestals for electricity, cable, phone, or similar utilities. Pedestals shall be located in rear.
- m. No trash dumpsters shall be used except during construction, alteration, or repair of a home. Each resident shall be responsible for trash pickup and have individual trash containers.
- n. Mailboxes shall meet standard postal service requirements or match the mailboxes within Grant Run if permitted by the postal service.

VI. ARCHITECTURAL DEVELOPMENT STANDARDS AND AREA REQUIREMENTS

- a. The following standards shall apply to the **Subarea A single family lots**.

Min lot width	70'
Min. Lot size	8,400 sf
Max. building coverage	40%
Max. height	35'
Min. parking	4 spaces, including garages
Min. sideyard setback	7.5'
Min. sideyard setback adjacent R.O.W. ..	25'
Min. frontyard setback	25'
Min. rearyard setback	25'
Min. square footage	1,800 sf two story 1,600 sf one story

- b. The following standards shall apply to the **Subarea B Patio Homes**.

Min lot width	50'
Min. Lot depth	120'
Max. building coverage	55%
Max. height	35'
Min. parking	4 spaces, including garages
Min. setback between units	10'
Min. frontyard setback from curb	See Exhibit
Min. rearyard setback	25'
Min. square footage	1,350 sf one and two story

VII. BUILDING ARCHITECTURE AND MATERIALS

All single family dwellings and Patio Homes shall meet the minimum requirements set forth in section 1143 Residential Building Standards. Building elevations shall be approved with the final development plan.

- a. The exterior of the buildings shall include any of the following. Deviations to these requirements shall be approved by City Council.
 1. LP Smart Side and Trim
 2. Fiber cement siding such as Hardy Plan
 3. Aluminum or vinyl soffits and fascia
 4. Cultured stone
 5. Brick
 6. Single hung, low e vinyl windows
 7. 25 year, dimensional architectural shingles
 8. Faux shutters
 9. Dormers (active and inactive)
 10. EIFS accents
 11. Vinyl siding premium/architectural grade with a minimum thickness of .044 mills
 12. Other materials used as minor accents subject to approval of City Council.
- b. Exterior Colors
 1. Siding colors. Natural earth tones and/or warm neutral colors, including white. High-Chroma colors are not permitted
 2. Trim colors. Natural earth tones and/or warm neutral colors, including white. Complementary or contrasting siding color. High-Chroma colors are not permitted.
 3. Roof Colors. Shingle colors shall be from the color range of natural materials; such as, but not limited to wood shakes, slate, etc.
- c. Basements. All homes in Subarea A shall have partial or full basements at buyer's selection, soil conditions permitting.
- d. Garages. All homes shall have a minimum attached two-car garage. Garage door openings shall not exceed 45% of the width of the house façade for a two-car garage or 50% of the width of the house façade for a three-car garage, including the garage.
- e. Diversity. No two homes of the same front elevation shall be constructed within two homes adjacent to, across from, or diagonal from each other. Houses with the same footprint may be allowed within this distance provided that such houses incorporate substantial differences in the front elevations such as material changes, configuration of the front porch, etc. The Development Department shall have the final approval as to whether a change is "substantial."
- f. Accessory Structures. No detached garages, sheds or other accessory structures shall be permitted.

VIII. PHASING

The property will property will be developed in three phases as depicted on the Final development Plan.

IX. HOME OWNERS ASSOCIATION AND PATIO HOME OWNERS ASSOCIATION

- b. The developer prior to occupancy by any residents will establish a homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. Association responsibility shall include care for the entryway and all open spaces. All association responsibilities and obligations shall be set forth in the HOA declaration prepared and recorded by the developer prior to occupancy.
- c. The developer prior to occupancy by any residents will establish a patio homeowners association. Control of the association shall be turned over to the residents according to Ohio Law. The Patio Home Owners will be a member of the Home Owner Association for maintenance of the open spaces and entryway. The Patio Home Owners Association responsibility shall include private street maintenance; snow plowing, lawn and landscape maintenance, street lighting and other duties as agreed to by members. All association responsibilities and obligations shall be set forth in the PHOA declaration prepared and recorded by the developer prior to occupancy.

STATE OF OHIO, COUNTY OF FRANKLIN,
TOWNSHIP OF JACKSON

Part of Virginia Military Survey 6115
Part of Lot 6 of Huffman Lands (Part Book 1, Page 260)
BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS N 04°16'56" E FOR THE WEST PROPERTY LINE AS SHOWN ON THE PLAT FOR GRANT RUN ESTATES SEC 4 PT. 2.

PERTINENT DOCUMENTS

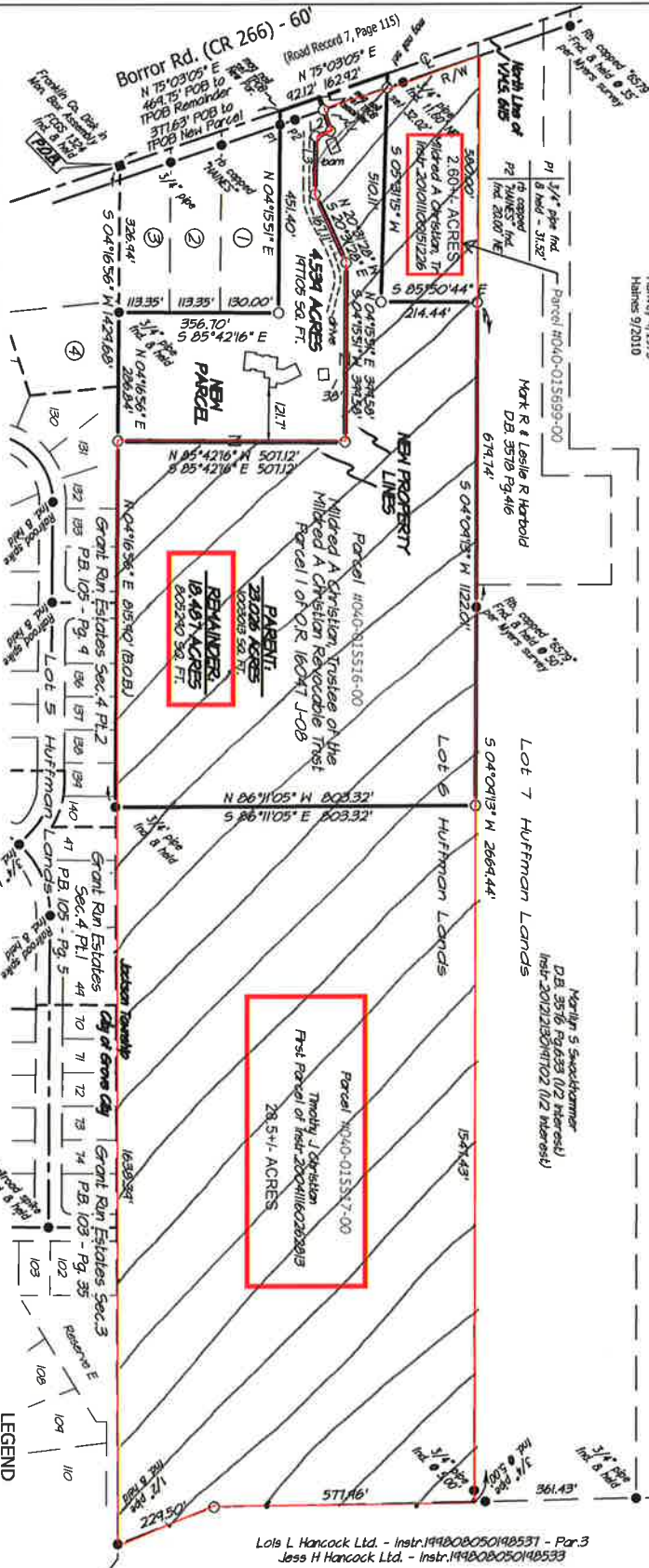
- Tax maps and deeds of record -Grant Run Estates Subd. Plats -SURVEYS
- Myers Surveying 12/2012
- Hanney 4/1975
- Hanney 9/2010

1. Withdrew A Christian, Tr. Instr. 2001060101228
2. David & Katie Spaulding Instr. 200202040020200
3. J. Joseph Parsley Ann Marie Parsley Instr. 20140070102556
4. Michael H. & Nancy L. Gosszula Instr. 200306210106007

PARENT:	NEW PARCEL:	REMAINDER:
20.06 ACRES 1005013 SQ. FT.	4.594 ACRES 19705 SQ. FT.	18.467 ACRES 805240 SQ. FT.
0.175 acres 7642 sq.ft. in right-of-way	0.067 acres 2920 sq.ft. in right-of-way	0.108 acres 4720 sq.ft. in right-of-way

L1	L2	L3
N 14°56'55" E 80.00'	N 15°03'05" E 5.75' 02'05" W 35.00'	N 04°15'51" E 5.04'15" W 130.28'

SCALE: 1"=250'



Lots L Hancock Ltd. - Instr. 199808050198531 - Par. 3
Jesse H Hancock Ltd. - Instr. 199808050198533

NOTE: DIMENSIONS SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF.

NOTE: THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND NO SEARCH OF PUBLIC RECORDS WAS MADE FOR EASEMENTS, RIGHT-OF-WAYS & ETC.

I HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO AS DESCRIBED IN O.A.C. CHAPTER 4733-37.

MATTHEW L. CAMPBELL
CAMPBELL & ASSOCIATES, INC.

REG. NO. 8546

DATE

LEGEND

- T.P.O.B. - TRUE PLACE OF BEGINNING
- P.O.B. - PLACE OF BEGINNING
- rec. - RECORD DISTANCE
- OR ANGLE
- calc. - CALCULATED DISTANCE
- OR ANGLE
- obs. - OBSERVED DISTANCE
- OR ANGLE
- MONUMENT FOUND, SIZE & TYPE AS INDICATED
- 5/8" REBAR, 30 INCHES IN LENGTH, WITH I.D. CAP
- C&A TO BE SET



CAMPBELL &
ASSOCIATES, INC.

Land Surveying
77 E Wilson Bridge Rd Ste. 205
Columbus, Ohio 43085
(600) 233-4117
www.campbellsurvey.com

JOB NO.
C0130502BNDY
SHEET 1 OF 1

C-28-18

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

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

ORDINANCE C-38-18

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

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

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

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

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

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

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

No.: C-39-18
1st Reading: 06/18/18
Public Notice: 06/19/18
2nd Reading: 08/06/18
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

ORDINANCE C-39-18

AN ORDINANCE FOR THE REZONING OF 1519 BORROR ROAD FROM PUD-R TO SF-2

WHEREAS, a petition was filed with the Planning Commission of the City of Grove City praying for the recommendation of said Commission in regard to the rezoning of certain premises hereinafter described; and

WHEREAS, the Planning Commission approved the rezoning on June 05, 2018; and

WHEREAS, a copy of the ordinance, together with a map and plat and the report of the Planning Commission has been on file in the Clerk's office for thirty days for public inspection.

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

SECTION 1. The following described premises are rezoned from PUD-R to SF-2:

Situated in the State of Ohio, County of Franklin, City of Grove City and being a part of Virginia Military Survey 6115 and being part of a 63 acre First Parcel conveyed to Alice M. Huffman by deed, as recorded in Official Records, Deed Book 2992, page 452, Recorder's Office, Franklin County, Ohio, and being more fully described in Exhibit "A" attached hereto and made a part hereof.

SECTION 2. The comprehensive zoning map is hereby amended to conform to the provisions of this ordinance.

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

Steven R. Robinette, President of Council

Passed:
Effective:

Richard L. Stage, Mayor

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this ordinance
is correct as to form.

Stephen J. Smith, Director of Law

C-39-18
Exhibit "A"
Legal Description
For File: 77146611

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

Situate in the State of Ohio, County of Franklin and in the Township of Jackson and being part of Survey No. 6115, Virginia Military Lands, also being part of a 63 acre First Parcel conveyed to Alice M. Huffman by deed shown of record in Deed Book 2992, page 452, Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

Beginning at an iron pin in the centerline of Borrer Road at the northwesterly corner of said First Parcel and at the northeasterly corner of a 1.526 acre tract conveyed to Harry and M.V. Weaver by deed shown of record in Deed Book 2634, page 114;

thence N. 74° 37' 04" E. along the centerline of Borrer Road and along the northerly line of said First Parcel a distance of 330 feet to an iron pin;

thence S. 15° 22' 56" E. a distance of 30 feet to an iron pin;

thence with a curve to the right having a radius of 30 feet the long chord of which bears S 60° 22' 56" E. a distance of 28.28 feet to an iron pin;

thence S. 15° 22' 56" E a distance of 180 feet to an iron pin;

thence S. 74° 37' 04" W. parallel to the centerline of Borrer Road, a distance of 426.83 feet to an iron pin in the westerly line of said First Parcel and in the easterly line of said 1.526 acre tract;

thence N. 3° 05' 26" E. along the westerly line of said First Parcel and along the easterly line of said 1.526 acre tract a distance of 242.49 feet to the place of beginning, (passing an iron pin on line at 212.12 feet);

containing 2.035 acres, more or less, subject to all easements and restrictions shown of record also subject to all legal highways.

Surveyed by Roland L. Edwards, Registered Surveyor No. 4224.

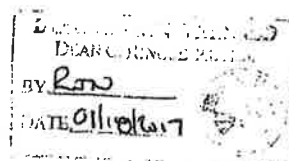
Known As: 000 Borrer Road, Grove City, OH 43123
Parcel No. 040-005233-00

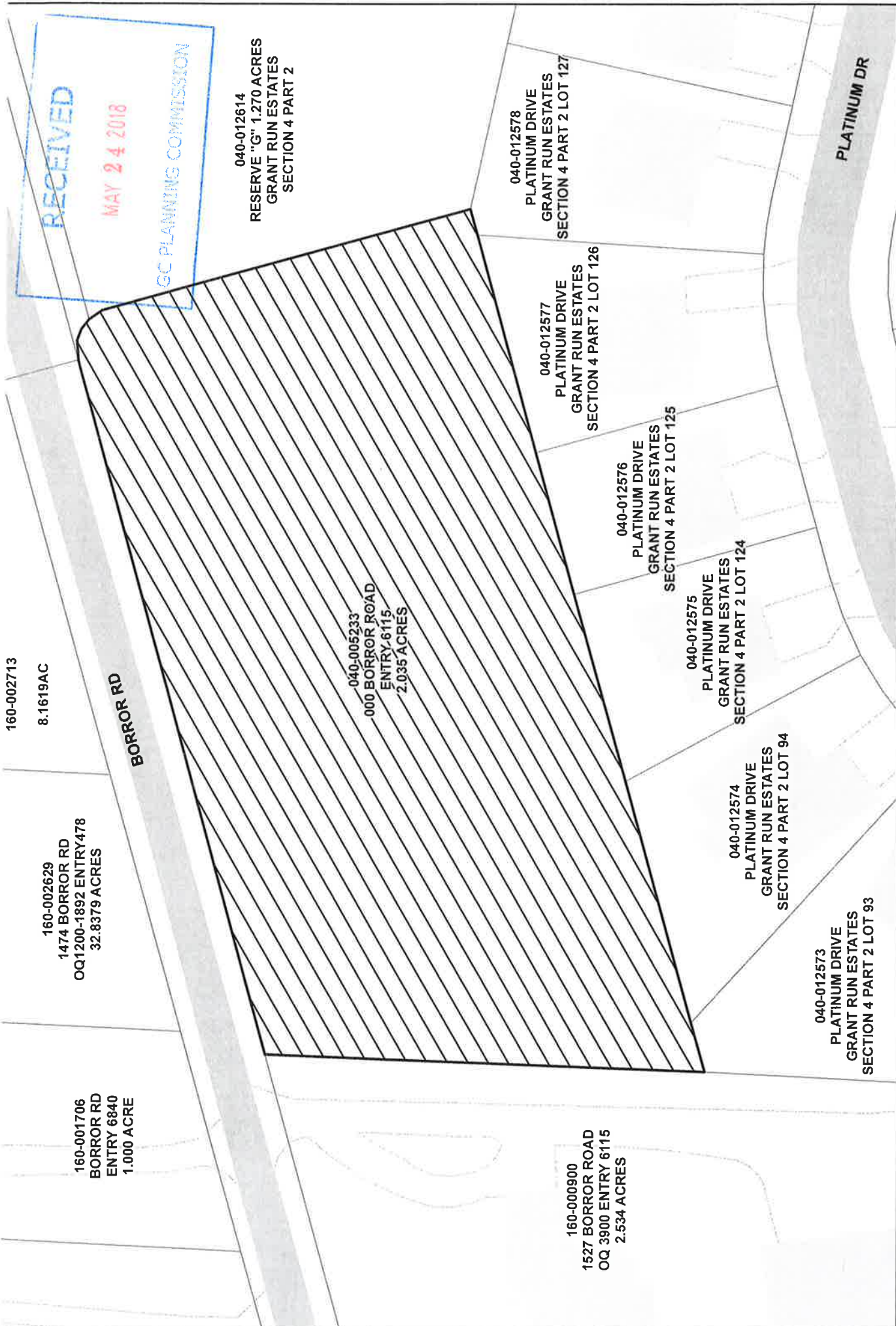
0-034-F

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005233





Disclaimer

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

1519 Borrer Road

C-39-18

1 inch = 60 feet



Date: 04/10/18
Introduced By: Mr. Schottke
Committee: Lands
Originated By: Plan. Comm.
Approved: _____
Emergency: 30 Days: _____
Current Expense: _____

No.: CR-17-18
1st Reading: 04/16/18
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

*Postpone to 5/17/18
6/4/18
4/18/18*

RESOLUTION NO. CR-17-18

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR THE RESIDENCES AT BROWN'S FARM/THE COTTAGES AT BROWN'S FARM LOCATED AT 5273 HAUGHN ROAD

WHEREAS, on April 03, 2018, the Planning Commission recommended approval of the preliminary development plan for Stringtown Road Apartments with the following stipulations:

1. The annexation items shall be filed with Franklin County;
2. The applicant shall work with the City regarding roadway improvements around the site's access points along Haughn Road, south of Orders Road;
3. The applicant shall investigate the feasibility of reconfiguring access points to Orders Road;
4. Appropriate screening shall be installed when adjacent to existing single-family residences.

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 The Residences at Brown's Farm/The Cottages at Brown's Farm, located at 5273 Haughn Road, contingent upon the stipulations set by Planning Commission.

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

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

No.: CR-27-18
1st Reading: 06/18/18
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-27-18

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR KFC LOCATED SOUTH OF STATE ROUTE 665 AND EAST OF RINGS AVENUE

WHEREAS, on June 5, 2018, the Planning Commission recommended approval of the Development Plan for KFC – Grove City OH with the following stipulations:

1. All crosswalks on the site shall utilize stamped brick. The yellow-striped crosswalk detail shall be removed from Sheet C-502;
2. The site shall be grassed with sod;
3. The utility area to the rear of the building shall be finished in brick and/or EIFS matching materials utilized on the primary building;
4. Menu boards shall have brick bases that match that used on the primary 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 KFC – Grove City OH located South of S.R. 665 and East of Rings Ave., contingent upon the stipulations set by Planning Commission.

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

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Stephen J. Smith, Director of Law

Passed:
Effective:

Attest:

I Certify that this resolution
is correct as to form.

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

No.: CR-28-17
1st Reading: 06/18/18
Public Notice: _____
2nd Reading: _____
Passed: _____ Rejected: _____
Codified: _____ Code No: _____
Passage Publication: _____

RESOLUTION NO. CR-28-18

A RESOLUTION TO APPROVE AMENDMENTS TO THE DEVELOPMENT PLAN FOR GROVE CITY MOB LOCATED AT 5500 NORTH MEADOWS DR. AS APPROVED BY RES. CR-23-17

WHEREAS, on May 15, 2017, Council approved a Development Plan for Grove City MOB by Resolution No. CR-23-17; and

WHEREAS, on June 056, 20187, the Planning Commission recommended approval of amendments to the Development Plan, with the following deviations and stipulations:

1. A Deviation shall be granted to permit a reduced side parking lot setback of six feet (6') along the south/side property line to maintain the previously approved parking setback from this property line;
2. Supplemental landscaping shall be installed on all sides of the oxygen tank enclosure with minimum 36" plantings spaced a maximum of five feet (5') apart as per Section 1136.08;
3. Areas impacted by this proposed amendment shall be grassed with sod in place of seed;
4. Design deficiencies regarding the stormwater pond shall be addressed prior to approval of construction plans.
5. The applicant shall work with the Development Department to determine appropriate plantings and other design elements for the proposed reconfigured pond;
6. The dumpster enclosure gates shall be stained wood that is 100% opaque to match the enclosure details on the previously approved development plan for this site;
7. The metal gates utilized on the oxygen tank enclosure shall be the same color as the metal coping utilized on the buildings exterior.

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-23-17, for Grove City MOB, contingent upon the stipulations set by Planning Commission.

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Tami K. Kelly, MMC, Clerk of Council

Passed:
Effective:

Attest:

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

No.: CR-29-18
1st Reading: 06/18/18
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

RESOLUTION NO. CR-29-18

A RESOLUTION TO APPROVE THE PRELIMINARY DEVELOPMENT PLAN FOR FARMSTEAD SUBDIVISION WITH DEVELOPMENT TEXT LOCATED AT 62 JACKSON PIKE

WHEREAS, on June 05, 2018, the Planning Commission recommended approval of the preliminary development plan for Farmstead subdivision, 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 Farmstead subdivision with Development Text, located at 62 Jackson Pike, as submitted.

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

Steven R. Robinette, President of Council

Richard L. Stage, Mayor

Passed:
Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I Certify that this resolution
is correct as to form.

Stephen J. Smith, Director of Law

City of Grove City, Ohio
Project Narrative and Development Standards Text

For:



Farmstead

May 25th, 2018

Applicant:

Grand Communities, LLC.
Contact: Jason M. Wisniewski
3940 Olympic Boulevard, Suite 100
Erlanger, Kentucky 41018
(859) 344-3136

Project Engineer:

Civil & Environmental Consultants, Inc.
Contact: Tim Volchko, P.E.
250 Old Worthington Bridge Road, Suite 250
Worthington, Ohio 43085
(614) 540-6633

Farmstead Planned Unit Development (PUD) Preliminary Development Plan Application Submittal

Application Index:

The following are included herein as part of the required items for the Development Plan Application:

- 1. Title Page**
- 2. Project Narrative**
- 3. Project Outline/Materials List**
- 4. Development Standards Text**
- 5. Exhibits/Appendix**
 - a. Exhibit A Metes and Bounds Legal Description
 - b. Exhibit B Record Survey
 - c. Exhibit C Preliminary Development Plan
 - d. Exhibit D Sub-Area Plan
 - e. Exhibit E Street Circulation and Cross-Section Plan
 - f. Exhibit F Conceptual Open Space and Landscaping Plan
 - g. Exhibit G Conceptual Signage Plan
 - h. Exhibit H Conceptual Sidewalk and Pathway Plan
 - i. Exhibit I Product Offering Examples
 - j. Exhibit J Traffic Impact Study
 - k. Exhibit K Model Home Layouts and Signage Elements

FARMSTEAD – PROJECT NARRATIVE

Farmstead is a residential master planned community located east of Hawthorne Parkway along Jackson Pike. The modern farmhouse-themed community consists of various single-family detached residential housing products, single-family attached residential, active and passive open spaces, and a proposed school (elementary).

Farmstead's primary access is from Jackson Pike, and the Development Plan proposes an efficient, curvilinear internal roadway system that connects to all existing stub streets. Hawthorne Parkway will be extended in phases from Jackson Pike to its current terminus at the western boundary; thus, meeting the objectives of Grove City's Thoroughfare Plan, and providing a landscaped gateway for the community.

In addition, Farmstead encourages walkability through an extensive sidewalk and path network that connects existing adjacent open spaces including Indian Trails Park along the western boundary. The paths will vary in size and materials so that they can be constructed and themed with respect to the existing conditions in which they are located. Farmstead includes numerous active and passive open spaces throughout the community, and includes a central amenity center. All residents of Farmstead will have access to the amenity center – owned and maintained by a mandatory Homeowners Association – which may include a clubhouse/cabana, pool(s), playground/tot lot, and parking area.

A number of natural features inform and influence the community design, including the wooded floodplain areas in the north and west portions of the site, wetlands, and existing hedgerows/tree lines. The preliminary development plan preserves, to the greatest extent possible, these natural features so that they increase home values and enhance the lifestyles/character of the community.

In summary, Farmstead provides a variety of new, high-quality housing opportunities in Grove City, conforms to the City's Comprehensive Plan, and minimizes impacts on City services.

FARMSTEAD – GENERAL DEVELOPMENT STANDARDS

The Farmstead Planned Unit Development (PUD) consists of five (5) parcels totaling approximately two hundred six (206) acres located along the west side of Jackson Pike and east of Hawthorne Parkway, and is further depicted on the Preliminary Development Plan (Exhibit C).

Unless otherwise specified in the submitted drawings or in this written text, the development standards of Part Eleven – Planning and Zoning Code of the Codified Ordinances of the City of Grove City (Local legislation current through 12-4-17) shall apply. Basic development standards are compiled regarding the proposed density, site issues, traffic, circulation, landscape, and architectural standards. These component standards ensure consistency and quality throughout the property's development.

For the purposes of the Farmstead PUD, the plan is divided into nine (9) "sub-areas" which are identified on the Sub-Area Plan (Exhibit D). Sub-Areas A through G allow various single-family detached residential, Sub-Area H allows single-family attached residential, and Sub-Area I is reserved for future development of a school. The General Development Standards are as follows:

DENSITY AND YIELD

A maximum of five-hundred thirty-five (535) residential dwelling units are allowed, with an approximate gross density of two-and-six-tenths (2.60) dwelling units per acre.

In the event the school is not developed, an additional twenty-five (25) residential dwelling units will be allowed within Sub-Area I, increasing the maximum amount of dwelling units to five-hundred sixty-five (560). Residential development in Sub-Area I is subject to the same development standards as Sub-Area G.

SCHOOL (SUB-AREA I)

Approximately eleven (11) acres of land – identified as Sub-Area I on the Sub-Area Plan (Exhibit D) – is reserved for a school (elementary) to be developed by others.

STREETS AND CIRCULATION

Interior street patterns, exterior road connections/intersections, and proposed street cross-sections shall be generally consistent with depictions on the Preliminary Development Plan (Exhibit C) and the Street Circulation and Cross-Section Plan (Exhibit E). In addition, the following standards shall apply:

1) Traffic:

- a) Traffic improvements required by this PUD are identified and summarized in the Smart Services, Inc. "Farmstead Traffic Impact Study" dated May 2018 (Exhibit J).

OPEN SPACE

Open space shall be generally consistent with depictions on the Conceptual Open Space and Landscaping Plan (Exhibit F). However, open space calculations on final engineering/plats may be reduced by up to three percent (3%) from calculations provided herein without approval from the City Planning Commission and/or City Council. Open space depicted on Exhibit F shall serve the entire PUD, and each sub-area is not required to provide additional open spaces to meet the overall PUD open space requirements. In addition, the following standards shall apply:

- 1) All open spaces, including stormwater detention/retention ponds, shall be owned and maintained by the Homeowners Association unless otherwise agreed to with the City. Open spaces will be deeded to the Homeowners Association, and transfers will occur in phases after the open spaces are developed.
- 2) Sub-Area I (proposed school site) shall count towards the minimum open space (either active or passive) requirements.
- 3) Entry features, fencing, walls, signage, columns/piers, fountains, and related landscaping and lighting are permitted within open spaces.

RECREATION FACILITIES

An amenity center for the benefit and use of residents of Farmstead is located within "Reserve C" as depicted on Preliminary Development Plan (Exhibit C). The amenity center area may include, but is not limited to recreational facilities such as clubhouse/cabana, pool(s), fitness center, common gathering areas, athletic courts or fields, playground equipment/tot lot, parking areas, trails, etc. Such services are considered accessory to the residential development and may include some business sales (vending, snack bar, physical exercise classes, and therapy) as a minor use. Any business sales shall require approval by the City Planning Commission.

LANDSCAPING, BUFFERING, AND SCREENING

Landscaping, buffering, and screening shall be in general conformance with the Conceptual Open Space and Landscaping Plan (Exhibit F). In addition, the following standards shall apply:

- 1) Any portion of a lot not occupied by a building, driveway, parking area, etc. shall be landscaped with lawn as a minimum.
- 2) **Tree Protection and Replacement:**
 - a) Developer(s)/ Builder(s) shall make reasonable and good faith efforts to preserve existing healthy trees on-site during construction.
 - b) Tree replacement shall meet city code requirements. Replacement quantities and locations shall be determined at time of Final Development Plan approval.
 - c) Existing trees that are two inches (2") in caliper and larger in good condition to be preserved may be credited toward screen requirements with City Staff approval.
- 3) **Street Trees (Along Hawthorne Parkway Extension):**
 - a) Street trees shall only be required along Hawthorne Parkway, and shall be spaced at a maximum of fifty feet (50') for large class trees, forty feet (40') for medium class, and thirty feet (30') for small class.
 - b) Street trees shall be permitted to vary in species from one another so long as they are in accordance with the City's plant list. Invasive plant species – as listed by the Ohio Department of Natural Resources (ODNR) shall be prohibited and the use of native plants will be encouraged.

- c) Street trees shall be located outside of the right-of-way and, on either side of the shared-use path, if provided, to create an informal, clustered arrangement.
- d) At time of installation, all street trees shall have a clear canopy height of at least five feet (5') above the ground for traffic safety purposes.

- 4) Within the right-of-way of local streets and within any provided sidewalk and landscape easement the developer may install massings of ornamental shrubs, grasses, perennials, or rain gardens, provided that they do not obstruct sight-distance at intersections, encroach upon pedestrian facilities, or obstruct pedestrian visibility, and subject to approval by the City Engineer.

5) Landscape Materials:

- a) All landscape/plant materials shall conform to the standards of the American National Standards Institute (ANSI) Z.60 and shall have passed any inspection required under state regulations.
- b) Invasive plant species – as listed by the ODNR – are prohibited within this PUD. The use of native species is encouraged.
- c) The minimum size requirements for plant material installed within the PUD are as follows:
 - (i) Deciduous trees: two-and-one-half inch (2-½") caliper.
 - (ii) Evergreen trees: six feet (6') height.
 - (iii) Ornamental trees: one-and-one-half inch (1-½") caliper if single-stem or six feet (6') height if multi-stem.
 - (iv) Evergreen and deciduous shrubs used for screening purposes: twenty-four inch (24") height and spread.
 - (v) All other evergreen and deciduous shrubs: two (2) gallon container.

6) Screening:

- a) Mounding shall be provided along Hawthorne Parkway and Jackson Pike, in general conformance with the Conceptual Open Space and Landscaping Plan (Exhibit F). In addition, the following standards shall apply:
 - (i) Mounding shall range in height from a minimum of four feet (4') to eight feet (8').
 - (ii) Mounding slopes may range from 3:1 to 10:1.

- (iii) The surface of any mound shall be planted in turf grass at a minimum. Planting on the mound per code requires a double staggered row of evergreen trees at a minimum six foot (6') height and maximum twenty foot (20') spacing, one (1) minimum two inch (2") caliper small class tree, and two (2) minimum eighteen inch (18") height deciduous shrubs per forty feet (40') of property line area to be planted.
 - (iv) Mounding shall vary in height and slope to create a rolling, natural appearance.
 - (v) Mounding shall be located outside the public right-of-way and shall not obstruct site distance at any driveways or public intersections.
- b) All fencing must meet all City Codes unless otherwise noted otherwise herein. In addition, all fences and/or enclosures must be approved in writing by the Homeowners Association prior to installation.
 - c) Chainlink fences are not permitted in this PUD.

GRAPHICS AND SIGNAGE

All graphics and signage shall conform to the Grove City Planning and Zoning Code unless approved otherwise by Grove City Council as part of this PUD. Project signage including temporary signage, model home signage, and marketing signage as depicted on the Conceptual Signage Plan (Exhibit G) is permitted within this PUD. Any signs not specifically included in this text and/or exhibits shall be subject to City Staff approval. A final signage package is required for review and approval by the Grove City Planning and Zoning Commission at the time of Final Development Plan approval for each phase.

All marketing signage will be removed from the site within sixty (60) days of the final homesite being sold to a third-party buyer.

The design and materials for street signs and roadway regulatory signs shall be per City standards and/or otherwise subject to approval by the City Engineer.

SIDEWALKS AND PATHWAYS

All sidewalks and pathways – as depicted on the Conceptual Sidewalk and Pathway Plan (Exhibit H) – shall be installed by the Developer(s) and/or Builder(s), unless otherwise agreed to with the City. In addition, the following standards shall apply:

- 1) A pathway is permitted on only one (1) side of a public street in-lieu of sidewalks on both sides.
- 2) The final locations for pathways shown on Exhibit H shall be determined during construction in order to balance aesthetic placement with construction feasibility, topographic features and/or existing vegetation.

LIGHTING

Unless otherwise specified by the City's Codes, or agreed to with the City, the following lighting standards shall apply:

1) Roadway Lighting:

- a) All lighting fixtures, posts, bases, arms, and accessories shall be permitted to be decorative in nature. Light source shall be Light-Emitting Diode (LED). Fixtures shall be specified on the Lighting Plan, within this text, or as otherwise approved by the City Engineer. Street light fixtures shall be full cut-off.
- b) Street light poles, arms, and bases shall be approved by the City Engineer.
- c) The developer(s)/builder(s) shall provide pedestrian lighting along the shared-use path along Hawthorne Parkway to the approval of the City Engineer. Constant foot-candle light levels and shall not be required and light locations may be staggered on opposite sides of the road.

2) Landscape Lighting:

- a) Landscape lighting is permitted so long as it emanates from a concealed source.
- b) All landscape lights shall be arranged to direct light away from exterior streets and/or adjacent properties.
- c) Except for temporary holiday or celebratory purposes, colored lights are not permitted to illuminate building exteriors.

MAIL DELIVERY

Mail delivery is intended to occur in two (2) manners; to individual mailboxes/residences throughout the single-family detached areas (Sub-Areas A-G) and to cluster box units (CBUs) for the single-family attached (Sub-Area H) of Farmstead. However, the ultimate decision for how mail delivery occurs resides with the United States Postal Service (USPS). Current USPS trends require mail delivery to CBUs rather than individual lots, regardless of residential uses (i.e. attached vs. detached). Unless otherwise specified by the City's Codes, or agreed to with the City, the following mail delivery standards shall apply:

- 1) CBUs shall be located on side of the street upon which on-street parking is permitted.
- 2) CBUs shall be located inside of the public right-of-way unless required by the USPS.

HOMEOWNERS ASSOCIATION (HOA)

A private, mandatory Master Homeowners Association (Master HOA) shall be established. Under the Master HOA, separate Homeowners Associations (HOA) shall be established for the single-family detached areas (Sub-Areas A through G) and single-family attached area (Sub-Area H), which shall own and maintain all private open spaces within the respective sub-area.

MODEL HOMES

Conceptual layouts, landscaping, and signage for model homes in Farmstead are included herein as Exhibit K (Model Home Layouts and Signage Elements). In addition to the exhibits provided herein, the following standards shall apply:

- 1) Individual homes may be used as model homes by the Developer(s)/Builder(s) for the purpose of marketing and sales.
- 2) Manufactured and/or modular buildings are permitted for use as a sales office during the development of the project and the construction of residential units therein.

UTILITIES

All utility lines internal to the development shall be placed underground, whenever feasible, including water service, electricity, telephone, gas, and their connections or feeder lines. Meters, transformers, etc. may be placed above ground, but shall be reasonably attempted to be discreetly located at the rear of lots when possible.

FUTURE AGREEMENTS

Concurrently with zoning and prior to issuance of a building permit, the Developer/Builder shall enter into a Developer's Agreement with the City as necessary to construct the project, and as directed by the City's Law Director.

REGULATED STREAMS AND/OR WETLANDS

All streams and wetlands shall be permitted and mitigated for in accordance with the rules and regulations of the United States Army Corps of Engineers (USACE) and/or the Ohio Environmental Protection Agency (OEPA).

The following development standards are in addition to the General Development Standards, and apply to the single-family detached residential areas as depicted on the Preliminary Development Plan (Exhibit C) and Sub-Areas A through G as depicted on the Sub-Area Plan (Exhibit D). The Single-Family Detached Development Standards are as follows:

Permitted uses in single-family detached sub-areas include the following:

- There shall be a maximum of four hundred fifteen (415) single-family detached dwelling units in Sub-Areas A through G as depicted on the Sub-Area Plan (Exhibit D). Minimum lot standards for each sub-area are as follows:

Sub-Area	Minimum Lot Width	Minimum Front Setback	Minimum Side Setback	Minimum Rear Setback	Minimum Floor Area
Sub-Area A	60'	25'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)
Sub-Area B	80'	30'	5'	20'	1,800 sq. ft. (ranch)
					2,100 sq. ft (two-story)
Sub-Area C	50'	20'	5'	20'	1,400 sq. ft. (ranch)
					1,800 sq. ft. (two-story)
Sub-Area D	60'	25'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)
Sub-Area E	80'	40'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)
Sub-Area F	70'	25'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)
Sub-Area G	60'	25'	5'	20'	1,200 sq. ft. (ranch)
					1,500 sq. ft (two-story)

- 1) Lot width minimums are measured at the front setback line.
- 2) Corner lots shall increase the side setback along the adjoining right-of-way (i.e. the right-of-way not along the front of the lot) to one half ($\frac{1}{2}$) the minimum front setback.
- 3) Building separation shall be a minimum of ten feet (10').
- 4) The maximum building height is thirty-five feet (35') from finished grade at the front of the home to the mid-point of the gable.
- 5) Minimum floor areas exclude any basement and/or walk-out floor area.

ARCHITECTURAL STANDARDS

Farmstead is themed as a modern farmhouse community, and representative architecture planned for each sub-area as depicted on the Product Offering Examples (Exhibit I). The following architectural standards shall apply to Sub-Areas A through G:

- 1) **Color Palettes:**

- a) Bold and neutral color palettes are permitted on home exteriors. A mixed palette on a single building should be carefully selected so that all colors are harmonious.

- 2) **Exterior Materials:**

- a) Permitted materials include the following:
 - (i) Brick veneer.
 - (ii) Stone, cultured stone, and/or stone veneer.
 - (iii) Fiber cement board.
 - (iv) Stucco.
 - (v) Dryvit (EIFS).
 - (vi) Wood lap siding, composite lap siding, and cedar shake (painted or stained).
 - (vii) Vinyl siding with a minimum thickness of 0.044.
 - (viii) For this PUD, Items (i) through (v) are considered "masonry" materials.

3) Roofs:

- a) The main roof pitch shall be a minimum 5:12.
- b) Roof pitches shall be appropriate for the architectural style of the home. Extruded aluminum gutters with downspouts are allowed.
- c) The composition of all pitched roofs shall be asphalt shingles, cedar shake shingles, or slate.
- d) Roof overhangs are not required in Sub-Areas A, D, E, F, and G. Roof overhangs in Sub-Areas B and C shall be a minimum of eight inches (8") on the front and rear.

4) Windows and Doors:

- a) Vinyl windows and vinyl-coated or aluminum clad wood window and door frames are permitted.

5) Mechanical Equipment:

- a) Utility meters and air conditioning equipment must be located in the side or rear yards, and all such improvements should be located in a manner as to minimize offensive noises, odors, and/or appearances to adjoining properties.
- b) All plumbing vents and roof ventilators shall be installed to minimize their appearance from the front. All plumbing vents or other roof appurtenances must be painted to match the roof color.
- c) Roof pitches shall be appropriate for the architectural style of the home. Extruded aluminum gutters with downspouts are allowed.

6) Garages, Driveways, and Parking:

- a) A minimum two-car attached garage is required for all dwelling units.
- b) Front-entry and side-entry garages are permitted in all sub-areas, with the exception of Sub-Area E, which requires side-entry garages. Carriage-style garages are considered side-entry.
- c) No more than three (3) garage bays may face the street on front-entry garages.
- d) Driveways shall be a maximum of eighteen feet (18') at the right-of-way, and shall be setback a minimum of one foot (1') from all side property/lot lines.
- e) Driveways shall be paved with concrete or decorative pavers.
- f) All homes shall have a sidewalk connecting the driveway or street to the front door of the home.

7) Accessory Uses:

- a) Above-ground swimming pools are prohibited. In-ground swimming pools and hot tubs/spas are permitted so long as they conform to all City Codes and are approved in writing by the Homeowners Association prior to installation.
- b) Play equipment, including but not limited to swing sets, trampolines, basketball backboards, and play areas are allowed on a lot only after the location and materials of those structures are approved in writing by the Homeowners Association prior to installation.
- c) All trash, garbage, or other rubbish shall be kept in each owner's garage, except on the days which the trash, garbage, or other rubbish is collected.

FARMSTEAD – SINGLE-FAMILY ATTACHED DEVELOPMENT STANDARDS

The following development standards are in addition to the General Development Standards, and apply to the single-family attached residential areas as depicted on the Preliminary Development Plan (Exhibit C) and Sub-Area H as depicted on the Sub-Area Plan (Exhibit D). The Single-Family Attached Development Standards are as follows:

PERMITTED USES

Permitted uses in single-family detached sub-areas include the following:

- 1) Single-family attached residential.
- 2) Condominiums.
- 3) Single-family detached residential.
- 4) Open space (both active and passive) consistent with the General Standards of this PUD.
- 5) Recreation facilities consistent with the General Standards of this PUD.
- 6) Normal support facilities including, but not limited to, maintenance buildings, garages, mailbox structures, trash enclosures, and a car cleaning area/facility.
- 7) Stormwater management facilities.
- 8) Utilities and easements necessary to serve the proposed development and adjacent properties.

DENSITY AND BULK STANDARDS

There shall be a maximum of one hundred twenty (120) single-family attached and/or condominium dwelling units in Sub-Area H as depicted on the Sub-Area Plan (Exhibit D). Minimum lot standards for Sub-area H are as follows:

Sub-Area	Minimum Lot Width	Minimum Front Setback	Minimum Side Setback	Minimum Rear Setback	Minimum Floor Area
Sub-Area H	30'	20'	5'	20'	700 sq. ft. (1-Bed)
					1,000 sq. ft. (2-Bed)
					1,300 sq. ft. (3-Bed)

- 1) Minimum lot width minimum is measured at the front setback line.
- 2) The minimum building and parking setback from the sub-area boundary shall be twenty-five feet (25').

- 3) Building separation shall be a minimum of fifteen feet (15').
- 4) The maximum building height is thirty-five feet (35') from finished grade at the front of the home to the mid-point of the gable.

ARCHITECTURAL STANDARDS

Farmstead is themed as a modern farmhouse community, and representative architecture planned for each sub-area is depicted on the Product Offering Examples (Exhibit I). The following architectural standards shall apply to Sub-Area H:

8) Color Palettes:

- a) Bold and neutral color palettes are permitted on home exteriors. A mixed palette on a single building should be carefully selected so that all colors are harmonious.

9) Exterior Materials:

- a) Permitted materials include the following:
 - (i) Brick veneer.
 - (ii) Stone, cultured stone, and/or stone veneer.
 - (iii) Fiber cement board.
 - (iv) Stucco.
 - (v) Dryvit (EIFS).
 - (vi) Wood lap siding, composite lap siding, and cedar shake (painted or stained).
 - (vii) Vinyl siding with a minimum thickness of 0.044.
 - (viii) For this PUD, Items (i) through (v) are considered "masonry" materials.

10) Roofs:

- a) Roof pitches shall be appropriate for the architectural style of the home. Extruded aluminum gutters with downspouts are allowed.
- b) The composition of all pitched roofs shall be asphalt shingles, cedar shake shingles, or slate.

11) Windows and Doors:

- a) Vinyl windows and vinyl-coated or aluminum clad wood window and door frames are permitted.

12) Mechanical Equipment:

- a) Utility meters and air conditioning equipment must be located in the side or rear yards, and all such improvements should be located in a manner as to minimize offensive noises, odors, and/or appearances to adjoining properties.
- b) All plumbing vents and roof ventilators shall be installed to minimize their appearance from the front. All plumbing vents or other roof appurtenances must be painted to match the roof color.
- c) Roof pitches shall be appropriate for the architectural style of the home. Extruded aluminum gutters with downspouts are allowed.

13) Garages, Driveways, and Parking:

- a) A minimum two (2) off-street parking space per dwelling unit is required. Parking spaces include garages, driveway stack spaces, and designated surface parking areas.
- b) All off-street parking spaces shall be a minimum of nine feet (9') wide by eighteen feet (18') in length. Drive aisles shall be a minimum of twenty-two feet (22') wide.
- c) Designated parking areas shall be landscaped and screened in accordance with the standards of the City of Grove City Planning and Zoning Code.
- d) Sidewalks and pathways shall be provided to connect buildings, parking areas, and/or adjacent sidewalks/pathways in open spaces to encourage pedestrian circulation.

14) Accessory Uses:

- a) All trash, garbage, or other rubbish shall be containerized and screened from view on three (3) sides by a solid brick wall, wood fence, and/or materials compatible with the main building materials. The screening element shall be at least as tall as the height of the container. The fourth side shall contain a one hundred percent (100%) opaque gate, which shall also be at least as tall as the height of the container.
- b) Except on the days which the trash, garbage, or other rubbish is collected, gates must be kept in a permanently closed position. The enclosure must be sized to ensure that no open trash needs to be stored outside the enclosure between scheduled pickups.
- c) Whenever screening material is placed around any trash disposal unit or waste collection unit which is mechanically-emptied or removed on a regular basis, a protective curb shall be provided within the screening materials on those sides where there is such screening material. The curbing shall be at least one foot (1') from the material and shall be designed to prevent possible damage to the screening when the container is moved or emptied.

15) Lighting:

- a) Private interior street and parking area lighting shall not exceed fifteen feet (15') in height. All light fixtures, posts, arms, and accessories shall be decorative. Above-ground swimming pools are prohibited.
- b) All lighting fixtures (street, parking area, building, etc.) shall be consistent in type, style, color, etc.

Exhibit A

Metes and Bounds Legal Description

**DESCRIPTION OF AN ANNEXATION OF
209.2 ACRES TO THE CITY OF GROVE CITY
FROM JACKSON TOWNSHIP,**

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey 6118 and 1105, being all of that land described in deed to Jess H. Hancock Limited, of record in Instrument 199808050198533 and as described in deed to Lois L. Hancock Limited, of record in Instrument 199808050198537, (Parcel ID 160-001296, 160-000205, 160-000204, 160-000201) and all of that 1.613 acres described in deed to John H. Hancock, Trustee, of record in Instrument Number 201403120029967 (Parcel ID 160-000960), all being of record in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

BEGINNING, at the northeast corner of Reserve H of the subdivision Indian Trails Section 2, of record in Plat Book 52, Page 16, being at an angle point in the existing corporation line of the City of Grove City, Ordinance C-70-75, of record in Deed Book 165, Page 584;

Thence WEST, a distance of 442 feet, more or less, with the north line of said Reserve H and the south line of said Hancock tract of land and the existing corporation line, to a point at the southeast corner of Grant Run Estates Section 3, of record in Plat Book 103, Page 35;

Thence NORTHEASTERLY, a distance of 395 feet, more or less, with the east line of said Grant Run Estates Section 3 and the existing corporation line, to a point at the southeast corner of that 28.50 acre tract described in deed to Perry Christian Jr., being an angle point in the corporation line of City of Grove City, Ordinance C-08-16, of record in Instrument 201602110017609;

Thence NORTHEASTERLY, a distance of 218 feet, more or less, with perimeter of said Hancock tract of land and existing corporation line, to a point being an angle point in the corporation line of City of Grove City;

Thence EASTERLY, a distance of 1277 feet, with line common to said Hancock tract and said 28.50 acres and said existing corporation line, also being in part with a proposed corporation line, to a point;

Thence NORTHERLY, a distance of 1140 feet, more or less, with the line common to said Hancock tract of land and that 20.045 acres described in deed to Robert Sexten and a proposed corporation line, to a common corner of said Hancock tract and that 159.016 acre tract described in deed to The Southeast Conservation Club;

Thence EASTERLY, a distance of 2377 feet, with the line common to said Hancock tract and said 159.016 acre tract and the proposed corporation line, to a point in the west right of way line of State Route 104;

Thence with the WESTERLY right of way line of State Route 104 and the proposed corporation line, the following courses:

SOUTHWESTERLY, a distance of 259 feet, more or less, to a point;

SOUTHWESTERLY, a distance of 124 feet, more or less, to a point;

Arc of a curve to the left, SOUTHERLY, a distance of 463 feet, more or less, to a point;

SOUTHERLY, a distance of 2560 feet, more or less, to a point in the north line a 7.362 acre tract described in deed to Paul G. Klein and Buddie J. Klein;

Thence WESTERLY, a distance of 1623 feet, more or less with the south line of said Hancock tracts of land and the proposed corporation line, to a point;

Thence WESTERLY, a distance of 1659 feet, with south line of said Hancock tract of land and proposed corporation line, to a southwest corner of said Hancock tract;

Thence Northerly, a distance of 1543 feet, with a west line of said Hancock tract and the east line of said Indian Trails Section 2 and a proposed corporation line, to the **POINT OF TRUE BEGINNING**, containing 209.2 acres, more or less.

The above description is based on deeds of record and available existing surveys, aforementioned description is not intended to be used for the transfer of real property. The acreages and distances shown are intended for zoning purposes only.

Area to be annexed shall be an Expedited II annexation, with 4820 feet contiguous with existing corporation line of Grove City, having a total perimeter of 9,060 feet, that contains 53.2% contiguity with existing corporation line of Grove City.

The above description is a general description of the location of the property to be annexed and is not to be considered a boundary survey.

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

**DESCRIPTION OF AN ANNEXATION OF
209.2 ACRES TO THE CITY OF GROVE CITY
FROM JACKSON TOWNSHIP,**

Situated in the State of Ohio, County of Franklin, Township of Jackson, Virginia Military Survey 6118 and 1105, being all of that land described in deed to Jess H. Hancock Limited, of record in Instrument 199808050198533 and as described in deed to Lois L. Hancock Limited, of record in Instrument 199808050198537, (Parcel ID 160-001296, 160-000205, 160-000204, 160-000201) and all of that 1.613 acres described in deed to John H. Hancock, Trustee, of record in Instrument Number 201403120029967 (Parcel ID 160-000960), all being of record in the Recorder's Office, Franklin County, Ohio and being more particularly described as follows:

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Thence EASTERLY, a distance of 2377 feet, with the line common to said Hancock tract and said 159.016 acre tract and the proposed corporation line, to a point in the west right of way line of State Route 104;

Thence with the WESTERLY right of way line of State Route 104 and the proposed corporation line, the following courses:

SOUTHWESTERLY, a distance of 259 feet, more or less, to a point;

SOUTHWESTERLY, a distance of 124 feet, more or less, to a point;

Arc of a curve to the left, SOUTHERLY, a distance of 463 feet, more or less, to a point;

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Thence Northerly, a distance of 1543 feet, with a west line of said Hancock tract and the east line of said Indian Trails Section 2 and a proposed corporation line, to the **POINT OF TRUE BEGINNING**, containing 209.2 acres, more or less.

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CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

Exhibit B

Record Survey

RECORD DRAWING
STATE OF OHIO, COUNTY OF FRANKLIN, TOWNSHIP OF JACKSON
VIRGINIA MILITARY SURVEY NO. 6115

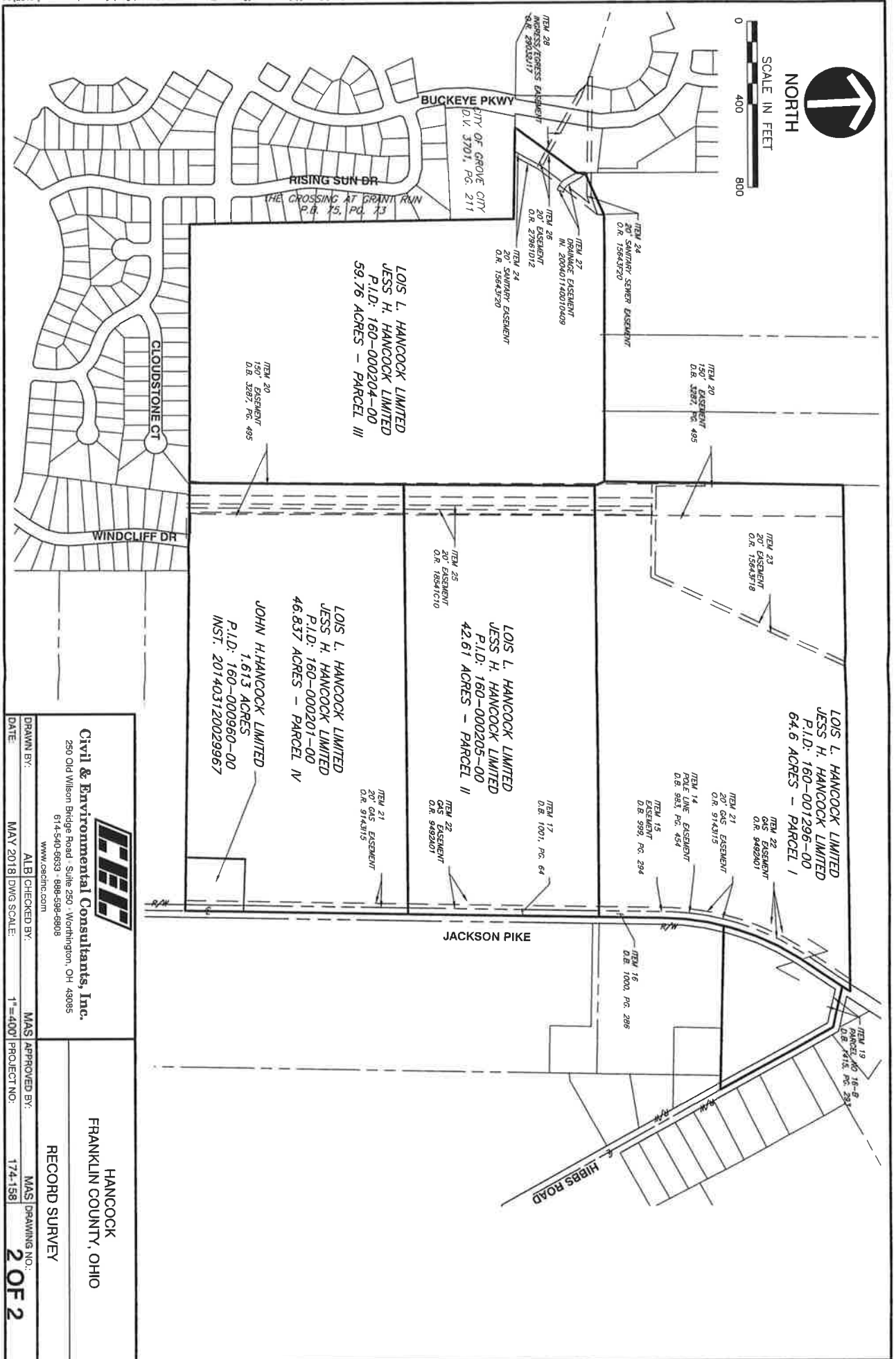
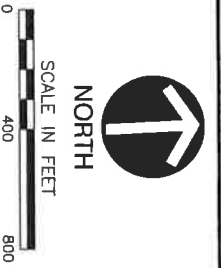
SCHEDULE B - SECTION II:
BASED UPON TITLE COMMITMENT FILE NO: 01032-25582, STEWART TITLE GUARANTY
COMPANY, EFFECTIVE DATE: AUGUST 18, 2017 AT 8:00AM

ITEMS 1-13 & 29 ARE NOT SURVEY RELATED.

14. EASEMENT GRANTED TO THE COLUMBUS RAILWAY, POWER & LIGHT COMPANY, OF RECORD IN DEED BOOK 983 PAGE 454.
LOCATED ON SUBJECT PARCEL AND APPROXIMATELY SHOWN HEREON.
15. EASEMENT GRANTED TO THE COLUMBUS RAILWAY POWER & LIGHT COMPANY, OF RECORD IN DEED BOOK 999 PAGE 294.
LOCATED ON SUBJECT PARCEL AS SHOWN HEREON.
16. EASEMENT GRANTED TO THE STATE OF OHIO, OF RECORD IN DEED BOOK 1000 PAGE 286.
LOCATED ON SUBJECT PARCEL BEING RIGHT OF WAY OF STATE ROUTE 104 DATED 1933.
17. EASEMENT GRANTED TO THE STATE OF OHIO, OF RECORD IN DEED BOOK 1001 PAGE 64.
LOCATED ON SUBJECT PARCEL AS SHOWN HEREON.
18. EASEMENT GRANTED TO THE COLUMBUS RAILWAY, POWER & LIGHT COMPANY, OF RECORD IN DEED BOOK 1033 PAGE 486.
LOCATED ON SUBJECT PARCEL, UNABLE TO DETERMINE EXACT LOCATION.
19. EASEMENT GRANTED TO THE STATE OF OHIO, OF RECORD IN DEED BOOK 1415 PAGE 293.
LOCATED ON SUBJECT PARCEL AND APPROXIMATELY SHOWN HEREON.
20. EASEMENT GRANTED TO THE CINCINNATI GAS & ELECTRIC, COLUMBUS AND SOUTHERN OHIO ELECTRIC COMPANY AND THE DAYTON POWER AND LIGHT COMPANY, OF RECORD IN DEED BOOK 3287 PAGE 495.
LOCATED ON SUBJECT PARCEL AS SHOWN HEREON.
21. RIGHT OF WAY EASEMENT GRANTED TO COLUMBUS GAS OF OHIO, INC., OF RECORD IN OFFICIAL RECORD 9143115.
LOCATED ON SUBJECT PARCEL, BLANKET IN NATURE.
22. EASEMENT GRANTED TO COLUMBIA GAS OF OHIO, INC., OF RECORD IN OFFICIAL RECORD 9492401.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
23. EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO, OF RECORD IN OFFICIAL RECORD 15643F18.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
24. EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO, OF RECORD IN OFFICIAL RECORD 15643F20.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
25. EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO, OF RECORD IN OFFICIAL RECORD 18541C10.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
26. EASEMENT GRANTED TO THE CITY OF GROVE CITY, OHIO, OF RECORD IN OFFICIAL RECORD 27961D12.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
27. DRAINAGE EASEMENT GRANTED TO THE CITY OF GROVE CITY, OF RECORD IN INSTRUMENT NO. 20040114001D409.
LOCATED ON SUBJECT PARCEL, APPROXIMATELY SHOWN HEREON.
28. TERMS AND CONDITIONS OF INGRESS AND EGRESS EASEMENT CONTAINED OF RECORD IN OFFICIAL RECORD 29032A17.
BENEFIT TO SUBJECT PARCEL, ACCESS TO BUCKEYE PARKWAY.

 Civil & Environmental Consultants, Inc. 250 Old Wilson Bridge Road, Suite 250 - Worthington, OH 43085 614-540-6633 / 888-598-8908 www.cecinc.com	HANCOCK FRANKLIN COUNTY, OHIO RECORD SURVEY
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DRAWN BY: ALB	CHECKED BY: MAS	APPROVED BY: MAS
DATE: MAY 2018 DWG SCALE: 1"=400' PROJECT NO: 174-158		
1 OF 2		



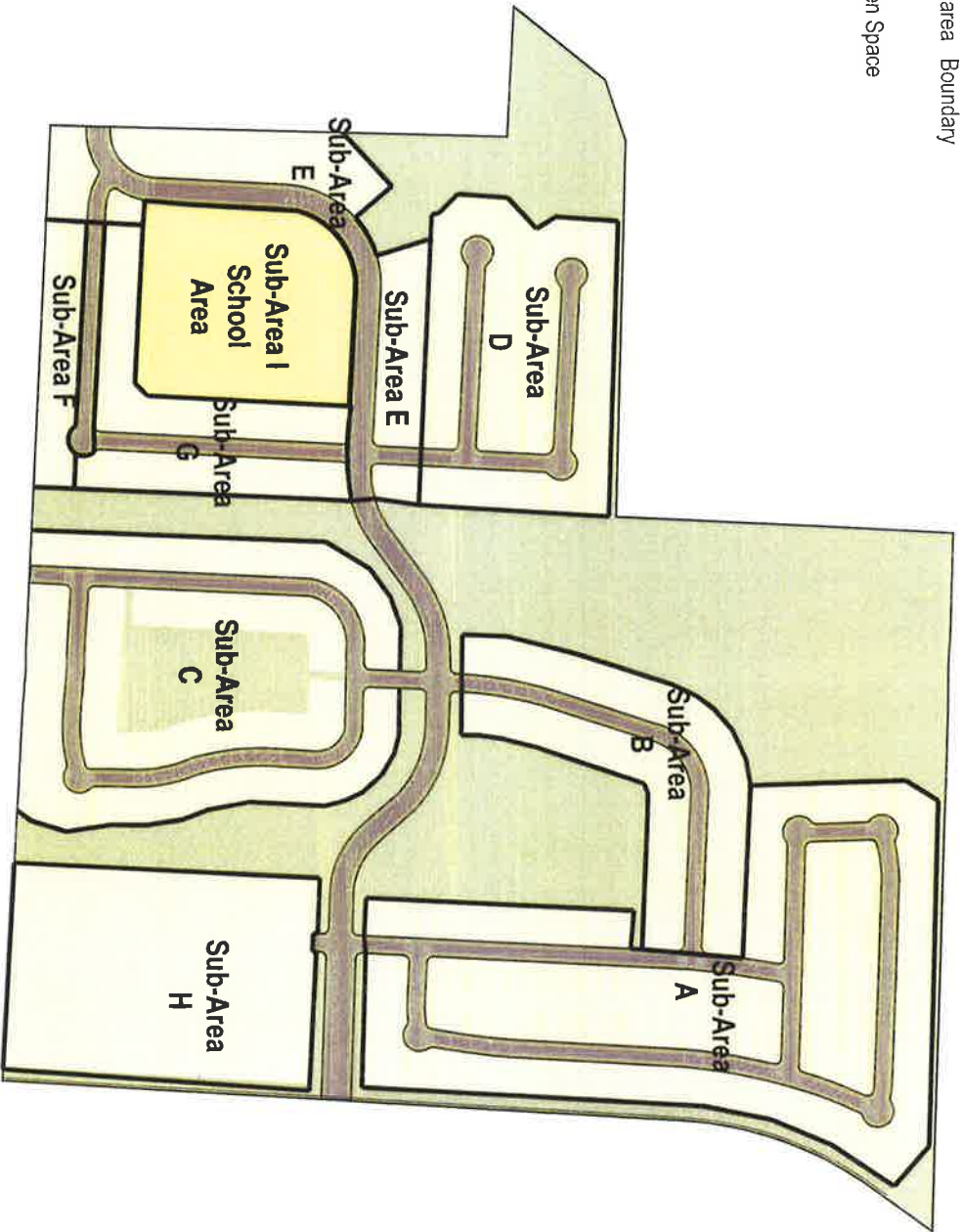
Civil & Environmental Consultants, Inc.
250 Old Wilson Bridge Road, Suite 250, Worthington, OH 43085
614-540-6533 • 888-598-8808
www.cecinc.com

HANCOCK
FRANKLIN COUNTY, OHIO

RECORD SURVEY

DRAWN BY:	ALB CHECKED BY:	MAS APPROVED BY:	MAS DRAWING NO:
DATE: MAY 2018	DWG SCALE: 1"=400'	PROJECT NO: 174-158	2 OF 2

Subarea Data



Grand Communities, L.L.C.

Farmstead

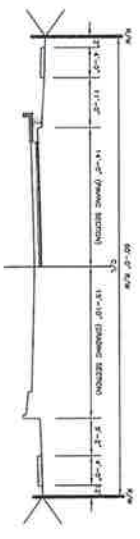
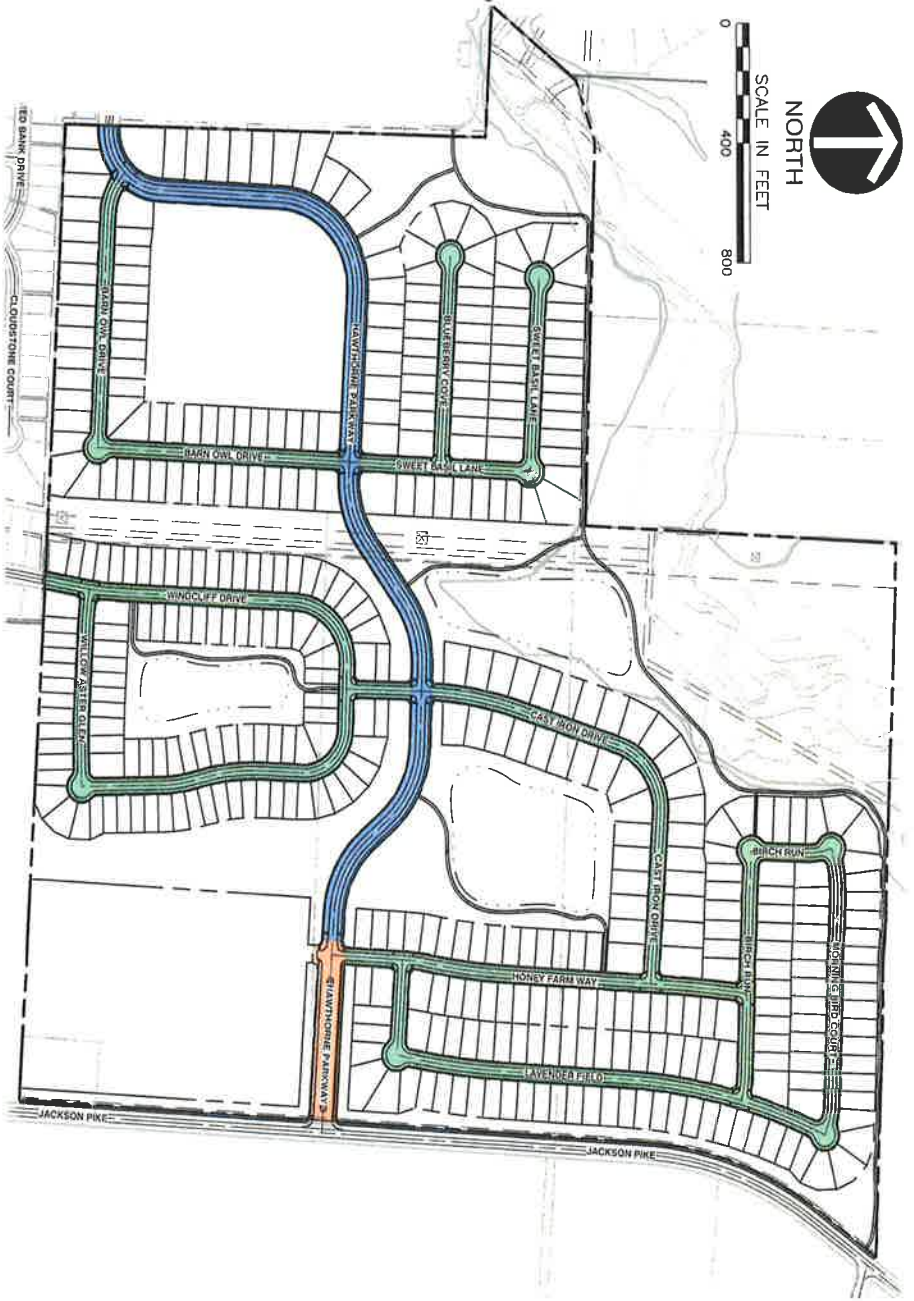
City of Grove City, Franklin County, Ohio

Exhibit D - Sub-Area Plan

Exhibit D - Sub-Area Plan



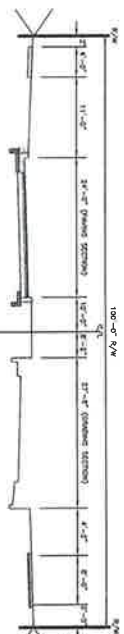
NORTH



28' RESIDENTIAL PAVEMENT SECTION WITH
COMBINED CURB AND GUTTER (C-GC-79)
NOT TO SCALE



32' RESIDENTIAL PAVEMENT SECTION WITH
COMBINED CURB AND GUTTER
NOT TO SCALE



COLLECTOR STREET 68' SECTION WITH CONCRETE
CURB/COMBINED CURB & GUTTER (C-GC-64)
NOT TO SCALE

Exhibit E - Street Circulation and Cross-Section Plan

Grand Communities, LLC

Farmstead

City of Grove City, Franklin County, Ohio

Exhibit E - Street Circulation and Cross-Section Plan

Legend

- Meadow Grasses - May include planted warm-season grasses, wildflower plantings and/or native grasses or any combination thereof. Grasses may be maintained through "brush hogging".
- Natural Succession Areas - Areas are intended to be left undisturbed.
- Combination of Meadow Grasses and Natural Succession Areas - Grasses may be maintained through "brush hogging".
- Landscaping - Includes planting of trees, shrubs, and grasses. Mounding shall be allowed to vary in slope (3:1 - 10:1) and height (4' - 8'). Detailed landscaping plans shall be provided at the time of construction documents.
- Arterial Area - Combination of Meadow Grasses and Landscaping - May include deciduous and evergreen trees, shrubs, grasses and perennials.
- Proposed Street Trees - To be located along Hawthorne Parkway outside of the right-of-way, minimum of two (2) street trees per 100' linear feet.
- Potential Fencing Areas - Hawthorne Parkway - Appearance is intended to be linear and tie into Backstop Parkway. Design and length will be determined at construction drawings.
- Potential Fencing Areas - Jackson Pike - Appearance is intended to vary and look irregular to tie into the existing trail setting along Jackson Pike. Design and length will be determined at construction drawings.

Notes:

- Open space shall be permitted to vary with final engineering provided the total does not decrease more than 10.3%.
- All systems and materials shall be permitted and integrated to in accordance with the rules and regulations of the United States Army Corps of Engineers (USACE) and the Ohio Environmental Protection Agency (OEPA).
- Designated Succession Areas shall include mounds and grass planting to restore existing vegetation and provide for future succession. Mounds shall be designed to provide for future succession and provide for future succession. Mounds shall be designed to provide for future succession and provide for future succession.



Landscaping and Mounding Example Drawings - Conceptual Only



Jackson Pike Landscaping and Mounding Example Images - Conceptual Only

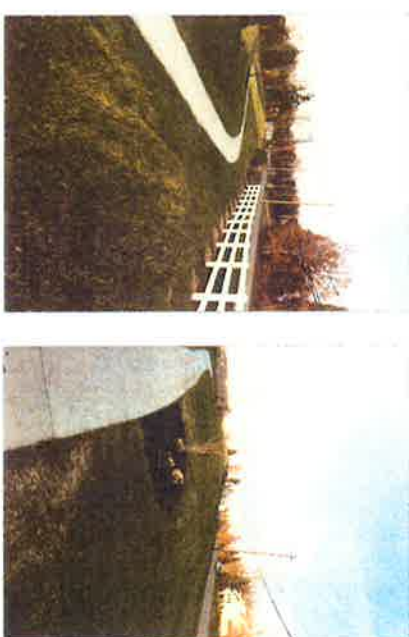


Exhibit F - Conceptual Open Space and Landscaping Plan

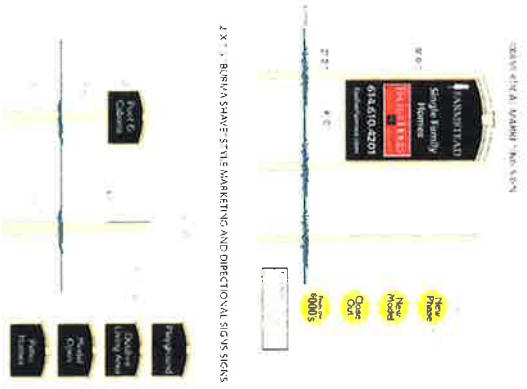
Legend

- * Monument Sign (Typ. of 5)
- M Marketing "Burma Shave" Style Sign (Typ. of 10)
- ⓧ 4x8 Vertical Marketing Sign (Typ. of 7)
- △ Directional Sign (Typ. of 8)

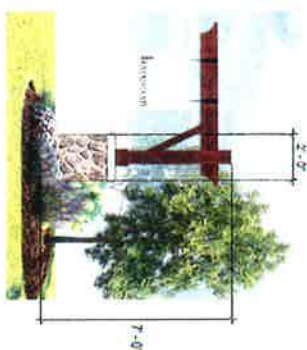
Notes:

1. See proposed example signage exhibits for additional details.
2. Signage locations shown are proposed possible locations. The number of signs may be less than what is shown.
3. Entry monument and vertical marketing signs are intended to be located at the entry to any different product or builder.

Farmstead Proposed Signage Examples



Farmstead Proposed Signage Examples



Proposed Community Sub Entry Monument



Proposed Community Entry Monument

Grand Communities, LLC

Farmstead City of Grove City, Franklin County, Ohio

Exhibit G - Conceptual Signage Plan

LEGEND

- 4 Concrete Sidewalk
- 4 Unimproved Path (Concrete, Asphalt, Tuffin, or Mixed Permitted)
- 4 Unimproved Shared Use Path (Concrete, Asphalt, Tuffin, or Mixed Permitted)
- 8 Shared Use Path (Concrete or Asphalt Permitted)



Exhibit H - Conceptual Sidewalk and Pathway Plan

Grand Communities, LLC
Farmstead City of Grove City, Franklin County, Ohio
 Exhibit H - Conceptual Sidewalk and Pathway Plan

Village Product Offering Examples Sub-Areas A, D, E, F and G

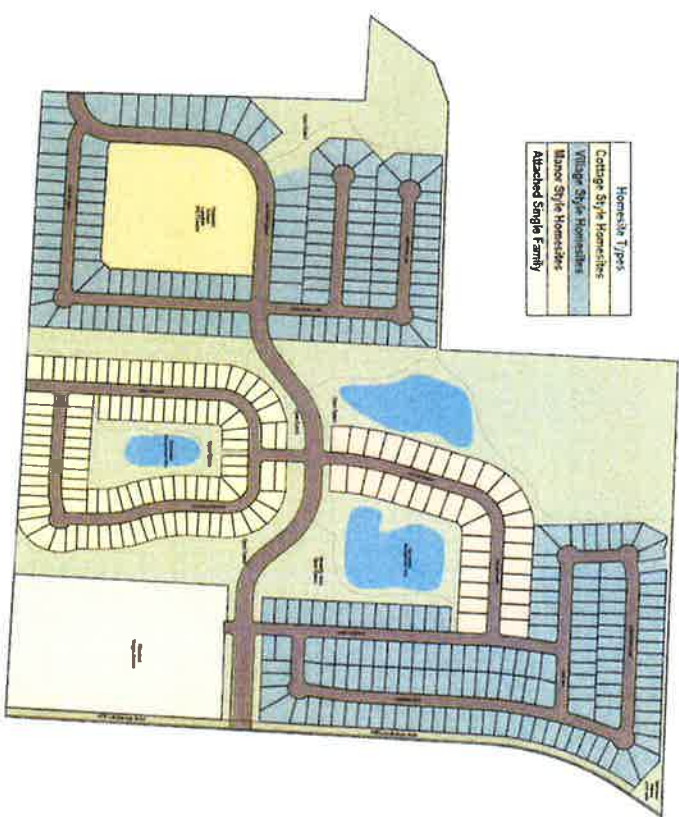


Grand Communities, LLC

Farmstead
City of Grove City, Franklin County, Ohio

Exhibit I - Product Offering Examples

Village Product Offering Examples Sub-Areas A, D, E, F, and G



Grand Communities, LLC

Farmstead City of Grove City, Franklin County, Ohio

Exhibit I - Product Offering Examples

Manor Product Offering Examples Sub-Area B



Grand Communities, LLC

Farmstead

City of Grove City, Franklin County, Ohio

Exhibit I - Product Offering Examples

The image displays three exterior views of the American Classic house model. Each view shows a two-story house with a gabled roof, white siding, and stone accents. The views include the front, side, and rear elevations. A red banner in the top right corner of each view states "OPTIONAL LOFT AVAILABLE". The house features a large front window, a side window, and a rear window. The stone accents are visible on the lower level and around the windows. The house is set on a green lawn with trees in the background.



Farmstead

City of Grove City, Franklin County, Ohio

June 5, 2018

Product Offering Examples Sub-Area H



Grand Communities, LLC

Farmstead

City of Grove City, Franklin County, Ohio

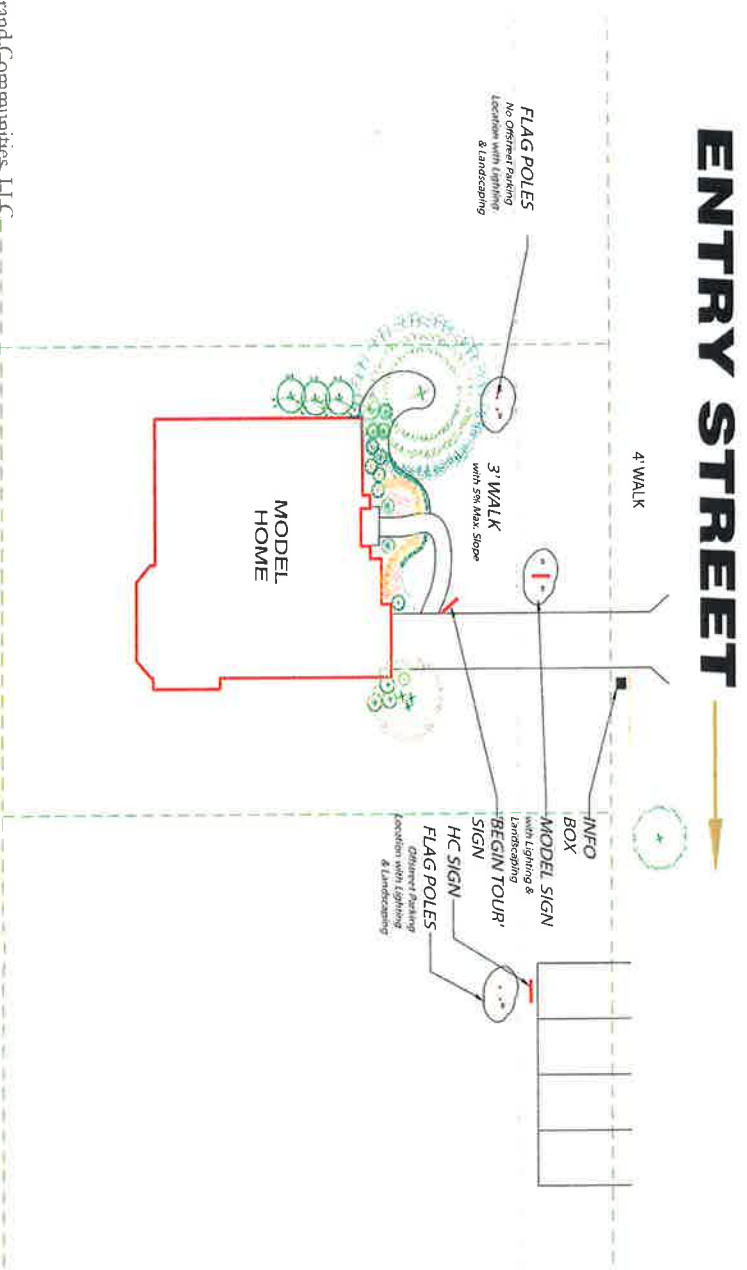
Exhibit I - Product Offering Examples

Model Elements & Signs Layout

Overview:

There are three basic variables that will determine what displays and layout the sales office will get: two-car Garage, three-car garage and Maple Street Collection selection Center. Generic examples of each plan condition are given below. As different homes will require different locations for each element location and arrangement may vary while the elements remain consistent.

Basic Front Entry Garage Layout Example



The included sales office will always be the office closest to the doorway to the interior of the house or with a clear line of site to the interior doorway.

Division is responsible for supplying marketing with their orders for any new, additional or revised signs by submission to marketing on www.marketingtg.com/signs/sales_office.php. Division is responsible for coordinating anticipated installation date with the appropriate parties.

Architecture is responsible for creating the layout of the for each installation based on the standards in this guide and providing this to marketing.

Marketing is responsible for the coordination, creation and communication of display orders, installation and making sure that the vendors are using the most current display standards.

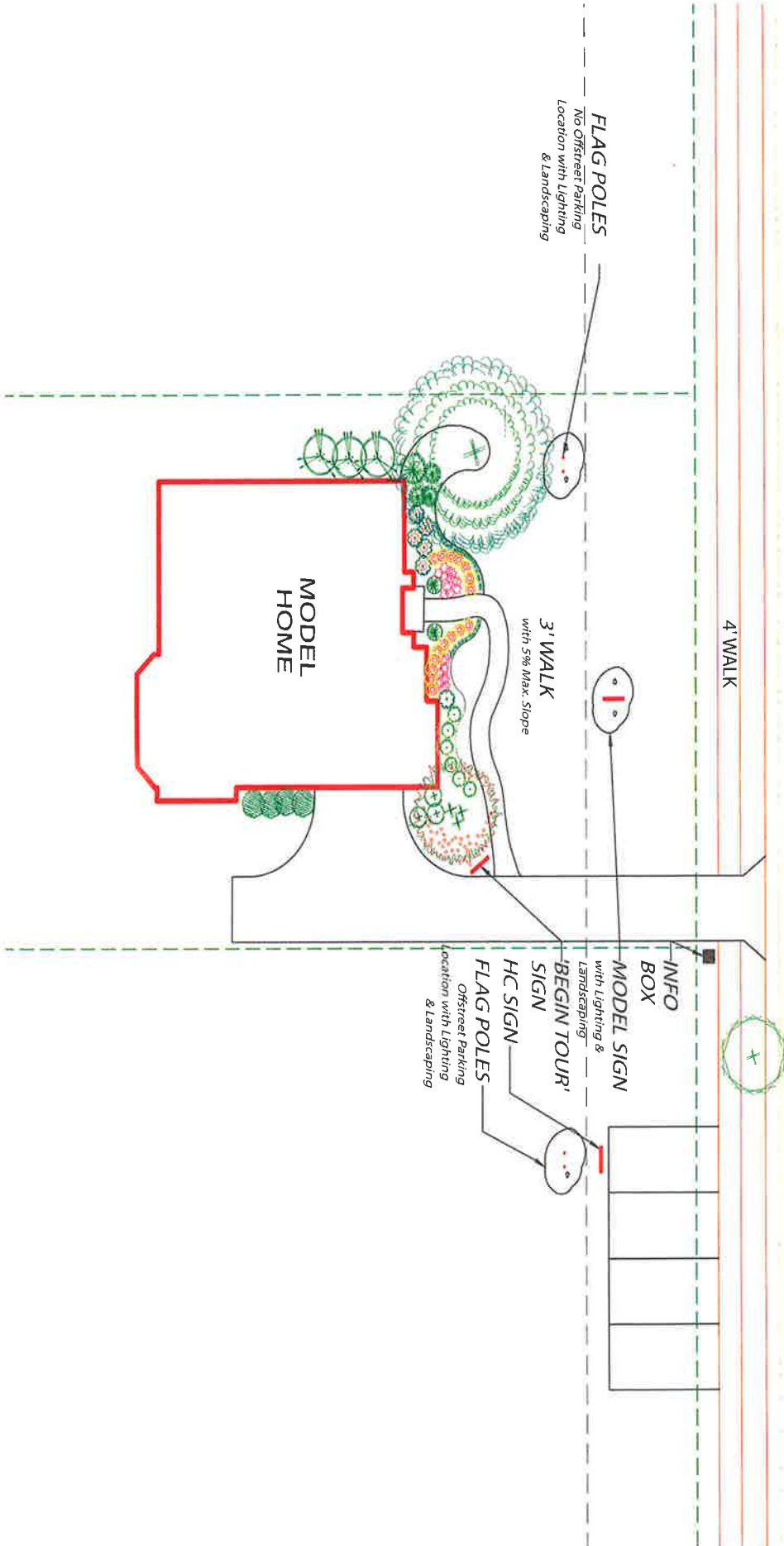
Grand Communities, LLC

Farmstead City of Grove City, Franklin County, Ohio

Exhibit K - Model Home Layouts and Signage Elements

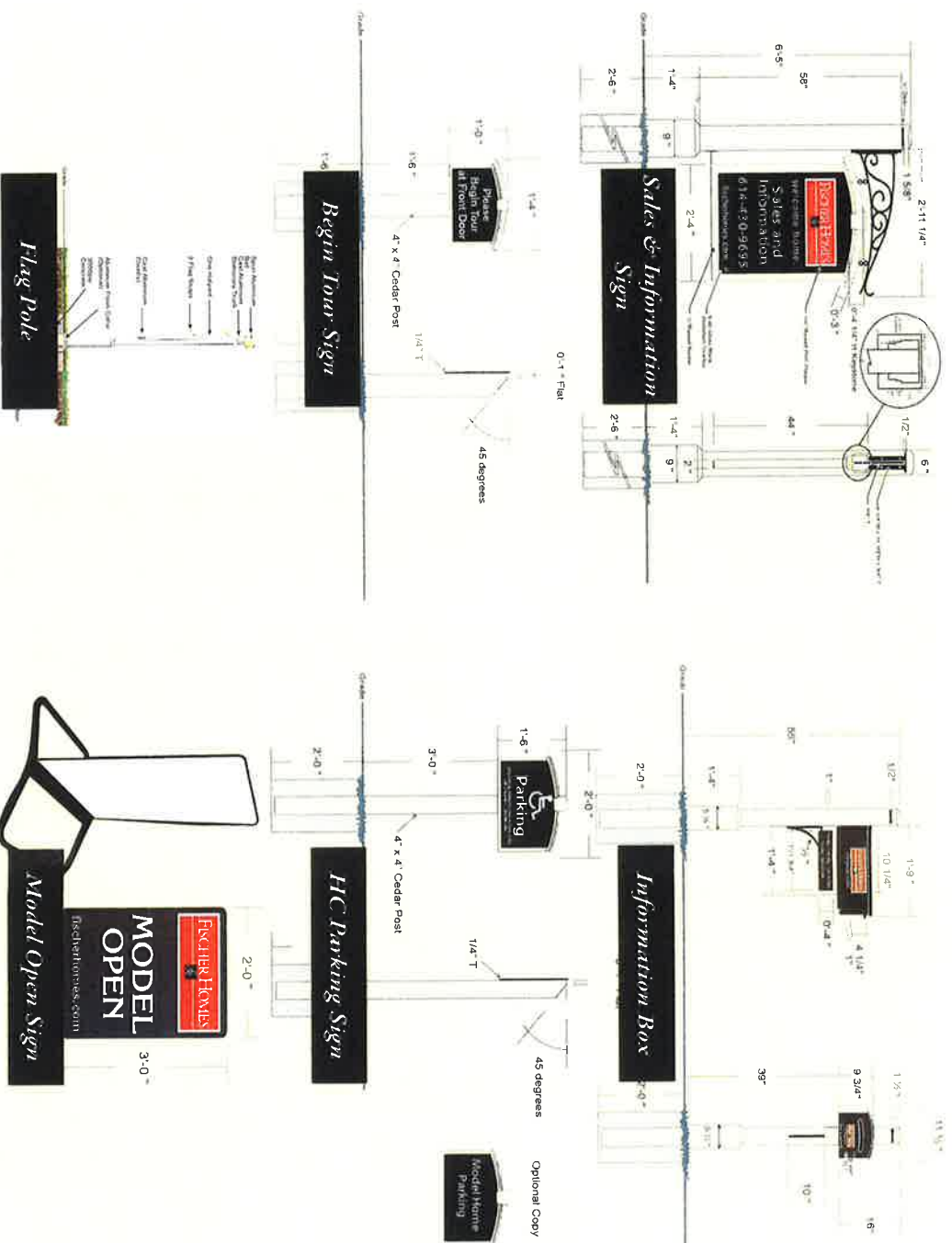
DRAFT

ENTRY STREET



Sales Office Signs

DRAFT



Overview

Overall Display Layout

Left to right, top to bottom - All of the displays are shown to the left and shown in the order they are to be installed from closest to the sales office entryway from the interior of the model to the furthest, as layout permits, and to those that can be installed on separate wall locations. The top three displays are the minimum default displays required for every sales office along with one plasma display and an equal housing plaque.

Headers- Headers may vary per location but will be named according to the conventions outlined and need to be installed with the display that they correspond to.

Detailed descriptions of location and construction of each display can be found on the following pages.

Sales Office Sign – Flex Stand Open Sign



DESCRIPTION

Flex Stand -

1" Sq. Tubing

Sign -

Digital Print on .040 Aluminum

Colors -

Logo- PMS 187c Red

Copy- White

Background- Black

Copy -

Below Fischer Homes Logo:

'MODEL OPEN

fischerhomes.com'

Below Fischer Homes Logo:

'SALES CENTER OPEN

fischerhomes.com'

Below Fischer Homes & Grand Estate Custom Logos:

'MODEL OPEN

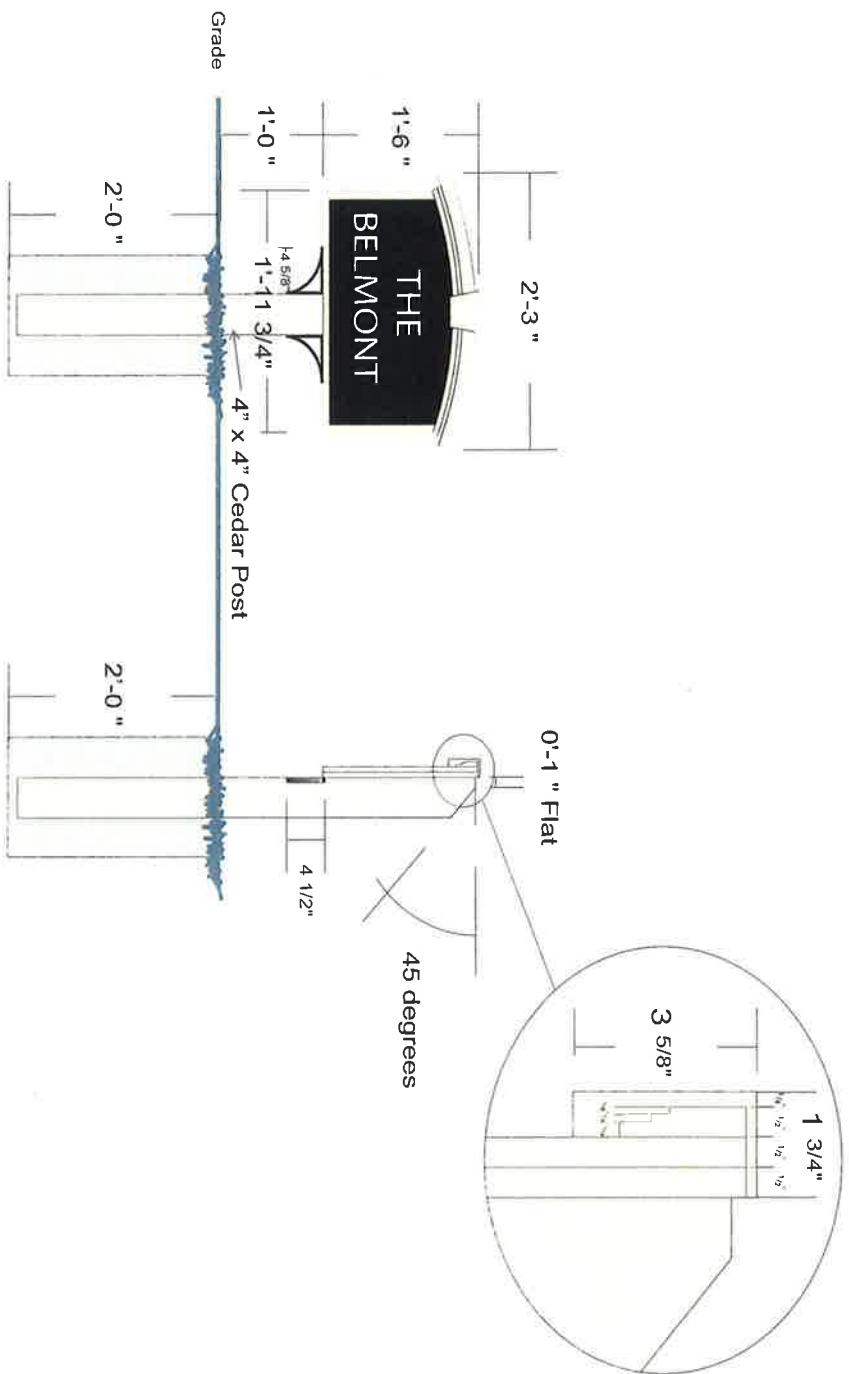
fischerhomes.com'

Location & Usage -

The 'OPEN' flex stand is to be put outside at the beginning of each sales day and removed and stored inside at the end of each sales day. It is NOT to be left outside during hours the sales office is not open. The flex stand is to be located at the end of the driveway or by the sidewalk in front of the house as dictated by the road that is the main traffic entrance into the community. The flex stand is not to block sidewalks or circulation paths around the sales office and should be set back slightly from any circulation paths. This sign is intended to capture motor traffic and should be located in the conditions described above to maximize visibility to passing traffic.

DRAFT

Sales Office Sign – Model ID Sign (Attached Only)



LOCATION & USAGE

The

DESCRIPTION

Post -

4" x 4" Cedar 45° Bevel top

Sign -

1/4" Sintra Keystone cap

1/2" Sintra Back

1/2" Sintra Border

1/2" Sintra Crown & Keystone

040 Gloss Black

Alum overlay

Brackets -

1/2" Sintra routed 1/4" wide border

4 3/8" W x 4 1/2" T x 1/2" T

Colors -

Copy - White Vinyl

Border - Avery A9 Dk Taupe

Paint - 100% Acrylic house paint

PMS 467

2 part Polyurethane PMS 467

2 part Polyurethane Satin Black

Font -

Korinna BT

Date: 06/12/18
Introduced By: Ms. Houk
Committee: Safety
Originated By: City Clerk
Sponsor: Mr. Berry
Emergency: X 30 Days:
Current Expense:

No.: C-40-18
1st Reading: 06/18/18
Public Notice:
2nd Reading:
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-40-18

AN ORDINANCE TO ENACT AND ADOPT A SUPPLEMENT TO THE GROVE CITY CODIFIED ORDINANCES AND DECLARING AN EMERGENCY

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with American Legal Publishing Corporation to prepare and publish such revisions which is before Council; and

WHEREAS, this revision will update the Codified Ordinances from its last update, with local legislation through 1/16/18, and update amendments from the Ohio Revised Code to 11/22/17; and

WHEREAS, an emergency exists for the preservation of the public peace, health and safety of the Municipality and its inhabitants for the reason that there is an imperative necessity for the earliest publication and distribution of current Replacement Pages to the officials and residents of the Municipality, so as to facilitate administration, daily operation and avoid practical and legal entanglements.

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

SECTION 1. The ordinances of the City of Grove City, Ohio, of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the 2018 Replacement Pages to the Codified Ordinances are hereby approved and adopted by reference as if set out in its entirety.

SECTION 2. Such Supplement shall be deemed published as of the day of its adoption and approval by this Council and the Clerk of Council is hereby authorized and ordered to insert such supplement into the copy of the Code of Ordinances kept on file in the office of the Clerk of Council.

SECTION 3. For purposes stated in the preamble, this ordinance is hereby declared an emergency measure and shall take immediate effect.

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

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

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

ORDINANCE C-41-18

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

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

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

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

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

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

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

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

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this
ordinance is correct as to form.

Stephen J. Smith, Director of Law

FACILITY ENCROACHMENT AGREEMENT

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

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

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

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

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

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

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

1. LICENSE:

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

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

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

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

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

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

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

2. ENCROACHMENT FEE; TERM:

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

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

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

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

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

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

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

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

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

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

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

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

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

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

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

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

4. PERMITS, LICENSES:

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

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

5. MARKING AND SUPPORT:

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

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

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

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

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

6. TRACK CHANGES:

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

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

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

7. FACILITY CHANGES:

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

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

8. INTERFERENCE WITH RAIL FACILITIES:

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

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

9. RISK, LIABILITY, INDEMNITY:

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

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

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

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

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

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

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

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

10. INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

11. GRADE CROSSINGS; PROTECTION SERVICES:

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

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

12. LICENSOR'S COSTS:

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

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

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

13. DEFAULT, BREACH, WAIVER:

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

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

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

14. TERMINATION, REMOVAL:

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

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

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

15. NOTICE:

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

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

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

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

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

16. ASSIGNMENT:

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

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

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

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

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

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

17. TITLE:

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

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

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

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

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

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

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

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

18. GENERAL PROVISIONS:

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

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

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

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

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

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

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

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

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

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

19. RIDERS:

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

☒ Telecommunication Cable or Fiber Optic Line

[Signatures on the following page]

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

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

CITY OF GROVE CITY

By: _____

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

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.

COMMUNICATIONS CABLE OR FIBER OPTIC LINE PROTECTION RIDER

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

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

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

(NOTE: WRITTEN NOTICE TO VERIZON IS ALSO REQUIRED)

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

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

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

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

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

Date: 05/25/18
Introduced By: Mr. Davis
Committee: Finance
Originated By: Mr. Turner
Sponsor: Mr. Davis
Emergency: 30 Days:
Current Expense: XX

No.: C-37-18
1st Reading: 06/04/18
Public Notice: 06/05/18
2nd Reading: 06/18/18
Passed: Rejected:
Codified: Code No:
Passage Publication:

ORDINANCE C-37-18

AN ORDINANCE TO APPROPRIATE \$707,100.00 FROM THE GENERAL FUND FOR THE REPAIR OF VEHICLES, RESTORATION OF SERVICE BUILDING AND REPLACEMENT OF CONTENT DAMAGED BY FIRE

WHEREAS, on January 6, 2018 a fire at the Service Department caused extensive damage to vehicles, one of the service buildings and content; and

WHEREAS, the damaged property is insured and the City will receive payment for costs to repair, restore, and replace; and

WHEREAS, repair of the vehicles, restoration of the damaged service building, and replacement of content is required in order to provide necessary public service for our residents.

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

SECTION 1. There is hereby appropriated \$707,100.00 from the unappropriated monies of the General Fund to account #100090.573000 for the Current Expense of vehicle repair and building restoration.

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

Steven R. Robinette, President of Council

Passed:

Richard L. Stage, Mayor

Effective:

Attest:

Tami K. Kelly, MMC, Clerk of Council

I certify that this ordinance is correct as to form.

Stephen J. Smith, Director of Law

I certify that there is money in the treasury, or is in the process of collection, to pay the within ordinance.

Michael A. Turner, Director of Finance